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**FILED**  
Superior Court of California  
County of Los Angeles

03/23/2026

David W. Slayton, Executive Officer / Clerk of Court

By:                     M. Mata                     Deputy

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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**

**~~PROPOSED~~ FINAL APPROVAL  
ORDER AND JUDGMENT**

Hearing Date: March 23, 2026  
Hearing Time: 10:00 a.m.

Judge: Hon. Timothy Patrick Dillon  
Dept: SS-15

Date Filed: October 9, 2023  
Trial Date: Not set

The unopposed motion of Plaintiffs Edgardo Marquina, Marvin Louka, Ulises Uribe, and Julian Domingo (“Plaintiffs”) for an order finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant AT&T Mobility Services LLC

1 (“Defendant”), attorneys’ fees and costs, service payments, and the expenses of the Administrator  
2 duly came on for hearing on March 23, 2026 before the Honorable Timothy Patrick Dillon.

3 **I.**

4 **FINDINGS**

5 Based on the oral and written argument and evidence presented in connection with the  
6 motion, the Court makes the following findings:

7 1. All terms used herein shall have the same meaning as defined in the Agreement.

8 2. This Court has jurisdiction over the subject matter of this litigation pending before  
9 the Superior Court for the State of California, in and for the County of Los Angeles, and over all  
10 Parties to this litigation, including the Class.

11 3. Based on a review of the papers submitted by Plaintiffs and a review of the  
12 applicable law, the Court finds that the Gross Settlement Amount of Two Million One Hundred  
13 Twenty Two Thousand Four Hundred and Seven Dollars and Zero Cents (\$2,122,407.00) and the  
14 terms set forth in the Agreement are fair, reasonable, and adequate.

15 4. The Court further finds that the Settlement was the result of arm’s length  
16 negotiations conducted after Class Counsel had adequately investigated the claims and became  
17 familiar with the strengths and weaknesses of those claims. In particular, the amount of the  
18 Settlement, and the assistance of an experienced mediator in the settlement process, among other  
19 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

20 **Preliminary Approval of the Settlement**

21 5. On November 4, 2025, the Court granted preliminary approval of the Settlement.  
22 At this same time, the Court approved conditional certification of the Class for settlement  
23 purposes only.

24 **Notice to the Class**

25 6. In compliance with the Preliminary Approval Order, the Court-approved Class  
26 Notice was mailed by first class mail to members of the Class at their last-known addresses on or  
27 about January 20, 2026. This mailing of the Class Notice to their last-known addresses was the  
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1 best notice practicable under the circumstances and was reasonably calculated to communicate  
2 actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to  
3 the Class Members fully and accurately informed the Class Members of all material elements of  
4 the proposed Settlement and of their opportunity to object to or comment thereon or to seek  
5 exclusion from the Settlement; was valid, due, and sufficient notice to all Class Members; and  
6 complied fully with the laws of the State of California, the United States Constitution, due process  
7 and other applicable law. The Class Notice fairly and adequately described the Settlement and  
8 provided Class Members adequate instructions and a variety of means to obtain additional  
9 information.

10           7.       The Response Deadline for opting out or submitting written objections to the  
11 Settlement was March 6, 2026, which for re-mailings was extended by fourteen (14) days. There  
12 was an adequate interval between notice and the deadline to permit Class Members to choose what  
13 to do and to act on their decision. A full and fair opportunity has been afforded to the Class  
14 Members to participate in this hearing, and all Class Members and other persons wishing to be  
15 heard have had a full and fair opportunity to be heard. Class Members also have had a full and  
16 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the  
17 Court determines that all Class Members who did not timely and properly submit a request for  
18 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

19           **Fairness of the Settlement**

20           8.       The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*  
21 48 Cal.App.4th 1794, 1801 (1996).

22           a.       The settlement was reached through arm's-length bargaining between the  
23 Parties during an all-day mediation before Lynn Frank, an experienced mediator of wage and hour  
24 class actions. There has been no collusion between the Parties in reaching the Settlement.

25           b.       Plaintiffs and Class Counsel's investigation and discovery have been  
26 sufficient to allow the Court and counsel to act intelligently.

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1 c. Counsel for all Parties are experienced in similar employment class action  
2 and PAGA litigation. Class Counsel recommended approval of the Agreement.

3 d. The percentage of objectors and requests for exclusion is small. No  
4 objections were received. One (1) request for exclusion was received.

5 e. The participation rate was high. 5,601 Participating Class Members will be  
6 mailed a settlement payment, representing 99.98% of the overall Class.

7 9. The consideration to be given to the Class Members under the terms of the  
8 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims  
9 asserted in this action and is fair, reasonable and adequate compensation for the release of Class  
10 Members' claims, given the uncertainties and significant risks of the litigation and the delays  
11 which would ensue from continued prosecution of the action.

12 10. The Agreement is approved as fair, adequate and reasonable and in the best  
13 interests of the Class Members.

14 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

15 11. An award of \$707,469.00 for attorneys' fees, representing one-third of the Gross  
16 Settlement Amount, and \$26,603.60 for litigation costs and expenses, is reasonable, in light of the  
17 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results  
18 achieved by Class Counsel. The requested awards have been supported by Class Counsel's  
19 lodestar and billing statement.

20 **Class Representative Service Payments**

21 12. The Agreement provides for a Class Representative Service Payments of not more  
22 than \$15,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class  
23 Representative Service Payments in the reduced amount of \$7,500 each to the Plaintiffs are  
24 reasonable in light of the risks and burdens undertaken by the Plaintiffs in this litigation and for  
25 their time and effort in bringing and prosecuting this matter on behalf of the Class.

26 **Administration Expenses Payment**

27 13. The Administrator shall calculate and administer the payment to be made to the  
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1 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the  
2 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,  
3 calculate withholdings and perform the other remaining duties set forth in the Agreement. The  
4 Administrator has documented \$31,000 in fees and expenses, and this amount is reasonable in  
5 light of the work performed by the Administrator.

6 **PAGA Penalties**

7 14. 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 be distributed to the Aggrieved Employees  
11 and allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA  
12 Penalties (\$25,000) by the total number of PAGA Pay Periods worked by all Aggrieved  
13 Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved  
14 Employee's PAGA Pay Periods. "Aggrieved Employees" are all non-exempt employees who  
15 worked for Defendant in California during the PAGA Period (September 21, 2022 to September 3,  
16 2025). Pursuant to Labor Code section 2699, the LWDA was provided notice of the Agreement  
17 and these settlement terms and has not indicated any objection thereto. The Court finds the PAGA  
18 Penalties to be reasonable.

19 **II.**

20 **ORDERS**

21 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

22 15. The Class is certified for the purposes of settlement only. The Class is defined as  
23 follows:

24 All non-exempt employees who worked for Defendant in California during the  
25 Class Period (September 21, 2022, to September 3, 2025).

26 16. All persons who meet the foregoing definition are members of the Class, except for  
27 those individuals who filed a valid request for exclusion ("opt out") from the Class. The one (1)  
28 individual who requested exclusion was Donatella Mooshekh.

1           17.     The Agreement is hereby finally approved as fair, reasonable, adequate, and in the  
2 best interest of the Class. Within 3 days of the Effective Date of this Agreement, the Settlement  
3 Administrator will provide Defendant with wire transfer information. Defendant shall fully fund  
4 the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share  
5 of payroll taxes, by transmitting the funds to the Administrator no later than 20 days after the  
6 Administrator provides its wire transfer information and the amount of employer's share of payroll  
7 taxes.

8           18.     Class Counsel are awarded attorneys' fees in the amount of \$707,469.00 and costs  
9 in the amount of \$26,603.60. Class Counsel shall not seek or obtain any other compensation or  
10 reimbursement from Defendant, Plaintiffs or members of the Class.

11           19.     The payment of Class Representative Service Payments in the amount of \$7,500  
12 each to the Plaintiffs is approved.

13           20.     The payment of \$31,000 to the Administrator for its fees and expenses is approved.

14           21.     The PAGA Penalties of \$100,000 is approved and is to be distributed in accordance  
15 with the Agreement.

16           22.     Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this  
17 Final Approval Order and Judgment to the LWDA within 10 days after its entry.

18           23.     Neither the Agreement nor this Settlement is an admission by Defendant, nor is this  
19 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any  
20 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment  
21 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the  
22 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement  
23 is, may be construed as, or may be used as an admission by or against Defendant of any fault,  
24 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any  
25 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be  
26 evidence of, an admission or concession with regard to the denials or defenses by Defendant.  
27 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding  
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1 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in  
2 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,  
3 release, or other theory of claim or issue preclusion or similar defense as to the Released Class  
4 Claims and/or Released PAGA Claims.

5         24. Notice of entry of this Final Approval Order and Judgment shall be given to all  
6 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order  
7 and Judgment shall be posted on the website as set forth in the Class Notice to the Class. It shall  
8 not be necessary to send notice of entry of this Final Approval Order and Judgment to individual  
9 Class Members.

10         25. If the Agreement does not become final and effective in accordance with the terms  
11 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in  
12 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall  
13 revert to their respective positions as of before entering into the Agreement, and expressly reserve  
14 their respective rights regarding the prosecution and defense of this Action, including all available  
15 defenses and affirmative defenses, and arguments that any claim in the Action could not be  
16 certified as a class action and/or managed as a representative action.

17 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

18         26. Except as set forth in the Agreement and this Final Approval Order and Judgment,  
19 Plaintiffs, and all members of the Class, shall take nothing in the Action.

20         27. All Parties shall bear their own attorneys' fees and costs, except as otherwise  
21 provided in the Agreement and in this Final Approval Order and Judgment.

22         28. Effective on the date when Defendant fully funds the entire Gross Settlement  
23 Amount (including by paying any employer payroll taxes) and Judgment is final, Plaintiffs, Class  
24 Members, and Class Counsel will release claims against all Released Parties as follows:

25                 (a) All Participating Class Members, on behalf of themselves and their  
26 respective former and present representatives, agents, attorneys, heirs, administrators, successors,  
27 and assigns, release Released Parties of any and all claims that occurred during the Class Period  
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1 that (1) were alleged, or that reasonably could have been alleged based on the facts asserted, in the  
2 Operative Complaint and/or PAGA Notices, and/or (2) ascertained in the course of the Action, for  
3 the duration of the Class Period; including claims that occurred during the Class Period for  
4 statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or  
5 expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation  
6 costs, restitution, or equitable relief for violations of the California Labor Code, California  
7 Industrial Welfare Commission Wage Orders, California Business and Professions Code § 17200,  
8 *et seq.*, and all applicable local and municipal laws for the following categories of allegations, to  
9 the fullest extent such claims are releasable by law: (a) all claims for failure to pay wages,  
10 including overtime premium pay and the minimum wage; (b) all claims for the failure to provide  
11 meal and/or rest periods in accordance with applicable law, including payments equivalent to one  
12 hour of the employee's regular rate of pay for missed meal and/or rest periods and alleged non-  
13 payment of wages for meal periods worked and not taken; (c) all claims for alleged violations of  
14 California's Paid Sick Leave and Kin Care laws, including any claims Defendant improperly  
15 calculates the rate of pay for paid sick leave; (d) all claims for the alleged omission of any kind of  
16 remuneration when calculating, and/or the miscalculation of, an employee's regular rate of pay;  
17 (e) all claims for the alleged failure to indemnify and/or reimburse employees for any business  
18 expenses; (f) all claims for the alleged failure to pay vested vacation upon termination of  
19 employment; and (g) any and all claims for recordkeeping or pay stub violations, claims for timely  
20 payment of wages and associated penalties, and all other civil and statutory penalties. The Class  
21 Members understand and agree that this release includes a good-faith compromise of disputed  
22 wage claims.

23 (b) Plaintiffs Marquina and Louka—on behalf of the State of California, the  
24 LWDA, and the Aggrieved Employees—release and discharge the Released Parties of any and all  
25 claims for civil penalties that occurred during the PAGA Period that (1) were alleged, or that  
26 reasonably could have been alleged based on the facts asserted, in the Operative Complaint and/or  
27 PAGA Notices, and/or (2) ascertained in the course of the Action, for the duration of the PAGA  
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1 Period. All Participating and Non-Participating Class Members are therefore deemed to release,  
2 on behalf of themselves and their respective former and present representatives, agents, attorneys,  
3 heirs, administrators, successors, and assigns, the Released Parties, from all claims for civil  
4 penalties that (1) were alleged, or that reasonably could have been alleged based on the facts  
5 asserted, in the Operative Complaint and/or PAGA Notices, and/or (2) ascertained in the course of  
6 the Action, for the duration of the PAGA Period.

7 (c) Plaintiffs release any and all of their known and unknown claims against  
8 Defendant, and any of Defendant's present and former parents, subsidiaries and affiliated  
9 companies or entities, and their respective officers, directors, employees, owners, members,  
10 partners, shareholders and agents, and any other successors, assigns and legal representatives and  
11 its related persons and entities ("Plaintiffs' Releases") as set forth fully in the Agreement.

12 29. For any Class Member or Aggrieved Employee whose Individual Class Payment  
13 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the  
14 Administrator shall transmit the funds represented by such checks to the California Controller's  
15 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"  
16 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

17 30. The Court hereby enters judgment in the entire Action as of the filing date of this  
18 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the  
19 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction  
20 over the interpretation, implementation, and enforcement of the Settlement and all orders entered  
21 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

22 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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Dated: 03/23/2026



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