

## **CLASS SETTLEMENT AGREEMENT**

### ***Gerald Arevalo, et al. v. AT&T Mobility Services LLC, et al.***

This Class Settlement Agreement (“Settlement Agreement”) is made and entered into by and between Plaintiffs Gerald Arevalo and Skylar Ruen (“Plaintiffs”), both individually and on behalf of the proposed Settlement Class (defined below), on the one hand, and Defendants AT&T Mobility Services LLC; New Cingular Wireless PCS, LLC; AT&T Enterprises, LLC (f/k/a AT&T Corp.); AT&T Services, Inc.; and AT&T Inc. (collectively, “Defendants”), on the other hand, to resolve all matters arising out of or relating to the matter of *Gerald Arevalo, et al. v. AT&T Mobility Services LLC, et al.*, currently pending in the United States District Court for the Western District of Washington as Case Number 2:25-cv-01547 and originally pending in King County Superior Court as Case Number 25-2-20318-2 SEA (the “Action”). Plaintiffs and Defendants agree to remand the Action to King County Superior Court (the “Court”). This Settlement Agreement is subject to the terms and conditions hereof and the approval of the Court. For purposes of this Settlement Agreement, Plaintiffs and Defendants are referred to individually as a “Party” and collectively as the “Parties.”

### **SETTLEMENT AMOUNT**

Pursuant to the terms and conditions set forth herein, Defendants will pay \$1,750,000.00 (the “Common Fund”) to resolve and release all of the claims as set forth in further detail hereafter, including but not limited to, all actual damages, statutory damages, settlement payments, attorneys’ fees, costs, and expenses, service awards, and settlement administration costs.

### **BACKGROUND**

1. On July 11, 2025, Plaintiffs filed the Class Action Complaint (the “Complaint”) in the Action, alleging Defendants’ violation of Washington’s Minimum Wage Act, chapter 49.46 RCW, Wage Rebate Act, chapter 49.52 RCW, and the Industrial Welfare Act, chapter 49.12 RCW. On August 14, 2025, Defendants removed the Action to the United States District Court for the Western District of Washington. The Parties subsequently entered into a formal stay of proceedings pending mediation with mediator Clifford Freed of Washington Arbitration & Mediation Services on January 7, 2026. After a full-day mediation, the Parties entered into a CR 2A Agreement memorializing the material terms of this Settlement Agreement.

2. For purposes of this Settlement Agreement, the “Settlement Class” is defined as follows:

Plaintiffs and all persons employed by AT&T Mobility Services LLC; New Cingular Wireless PCS, LLC; AT&T Enterprises, LLC (f/k/a AT&T Corp.); AT&T Services, Inc.; and/or AT&T Inc. in Washington as non-exempt employees from July 11, 2022, through the date of preliminary approval.

“Settlement Class Members” refers collectively to members of the Settlement Class and “Settlement Class Member” refers to individual members of the Settlement Class.

Notwithstanding the foregoing, upon the Effective Date (as defined below), the Settlement Class shall not include any individual who otherwise meets the definition of a Settlement Class Member (as defined herein) who submits a valid and timely request for exclusion from this settlement pursuant to and in accord with the procedures outlined in Paragraph 16(a).

3. The Settlement Class Period is July 11, 2022, through the date of preliminary approval.

4. For purposes of this Settlement Agreement, “Released Parties” is defined as Defendants and any of Defendants’ present and former parents, subsidiaries and affiliated companies or entities, and their respective officers, directors, employees, owners, members, partners, shareholders and agents, and any other successors, assigns and legal representatives and its related persons and entities.

5. Defendants represent that there are approximately 1,028 Settlement Class Members. Defendants agree that this representation is a material term of settlement and shall execute a declaration verifying the approximate number of Settlement Class Members through the end of January 31, 2026, within 30 calendar days after execution of this Settlement Agreement. If this number of Settlement Class Members increases by more than five percent (5%), the Common Fund shall increase on a pro-rata basis to account for the additional Settlement Class Members in excess of that threshold; otherwise, Plaintiffs have the option to void the Settlement Agreement.

6. Defendants deny any liability or wrongdoing of any kind associated with the claims asserted in the Action. Neither this Settlement Agreement nor any exhibit thereto, nor any other document pertaining to the settlement contemplated herein, may be offered in any other case or proceeding as evidence of any admission by Defendants of any liability on any claims for damages or other relief. Any stipulation or admission by Defendants contained herein is made for settlement purposes only.

7. Nevertheless, in the interest of avoiding the costs and disruption of ongoing litigation and resolving the claims asserted in the Action, the Parties believe that the settlement negotiated and set forth in this Settlement Agreement is fair, reasonable, and adequate.

### SETTLEMENT TERMS

8. **Remand:** The Parties agree to file a stipulated motion to remand the Action to the Court within 10 calendar days after execution of this Settlement Agreement for the sole purpose of settlement. Should remand be denied, the Parties agree that Plaintiffs shall voluntarily dismiss the Action without prejudice and refile in the Court. In the event final approval is not obtained, Defendants reserve the right to re-remove the Action to the United States District Court for the Western District of Washington. In the event final approval is not obtained and the Action remains in the Court, the Parties will work cooperatively to obtain final approval a second time. In the event the Parties cannot obtain final approval, the Plaintiffs shall not oppose Defendants communicating with putative Settlement Class Members, including without limitation, any request or application to the Court seeking authorization for such communications.

9. **Common Fund:** Defendants will pay \$1,750,000.00 (the “Common Fund”), subject to the terms and provisions of this Settlement Agreement, to settle and forever resolve all

of the claims being released by this Settlement Agreement, and will include: (a) all payments to Settlement Class Members; (b) all costs of settlement administration; (c) all attorneys' fees, costs, and expenses; and (d) service awards to Plaintiffs. The settlement payments are not being made for any other purpose and will not be construed as "compensation" for purposes of determining eligibility for any health and welfare benefits, unemployment compensation, or other compensation or benefits provided by Defendants. In addition, no Settlement Class Member receiving a payment based on this settlement shall be entitled to any additional or increased health, welfare, retirement, employer tax contributions, or other benefits as a result of their participation in the settlement.

10. **Class Fund:** The Class Fund will constitute the total sum from which Settlement Class Members will be paid. The Class Fund is the Common Fund minus Plaintiffs' Counsel's attorneys' fees, costs, and expenses, Plaintiffs' service awards, and the Settlement Administrator's costs.

11. **Attorneys' Fees, Costs, and Expenses:** "Plaintiffs' Counsel" refers to Plaintiffs' Counsel in this Action, Emery Reddy, PC. Plaintiffs' Counsel may apply to the Court for, and Defendants will not oppose, an award of attorneys' fees in the amount of \$583,333.33 (approximately 1/3 of the Common Fund), and up to \$5,000 in costs and expenses, incurred in connection with their prosecution of this Action, and all of the work remaining to be performed by Plaintiffs' Counsel in documenting the settlement, securing Court approval of the settlement, all further appellate proceedings, carrying out their duties to see that the settlement is fairly administered and implemented, and obtaining dismissal of the Action. Amounts awarded by the Court for attorneys' fees, costs, and expenses shall be paid from the Common Fund.

12. **Service Awards:** Subject to approval by the Court, Plaintiffs will each receive a service award of \$35,000 in consideration for serving as Class Representatives. The service awards will be paid from the Common Fund and are in addition to the settlement payments to which Plaintiffs are entitled along with all other Settlement Class Members. Defendants will not oppose the requested service awards. Plaintiffs will receive a Form 1099 for their service awards prepared by the Settlement Administrator and will be responsible for correctly characterizing this additional compensation for tax purposes and for payment of any taxes owing on said amount.

13. **Lesser Award:** In the event that a lesser sum is awarded for the attorneys' fees, costs, and expenses referenced above in Paragraph 10, or for the service awards referenced above in Paragraph 12, the approval by the Court of any such lesser sum(s) shall not be grounds for Plaintiffs' Counsel to terminate the settlement, but such an order shall be appealable by them at Plaintiffs' cost. In the event that such an appeal is filed, administration of the settlement shall be stayed pending resolution of the appeal. Thereafter, if after the exhaustion of such appellate review, any additional amounts remain which are distributable to the Settlement Class Members, the cost of administration of such additional payments will be paid out of such additional amounts, shall be added to the Class Fund and distributed to the Settlement Class Members. Any amount not awarded in attorneys' fees, costs and expenses, and/or service awards, but which is not challenged via appeal by Plaintiffs' Counsel, shall likewise be added to the Class Fund and distributed to the Settlement Class Members in accordance with the terms of the Settlement Agreement.

14. **Settlement Administrator's Costs:** Subject to the Court's approval, the Parties agreed that Atticus Administration will serve as the Settlement Administrator. The Settlement Administrator will perform all settlement administration duties including, without limitation, receiving and updating through normal and customary procedures to the Class List to be provided by Defendants, so that it is updated prior to the Class Notice ("Notice") being sent; emailing, printing and mailing the Court-approved Notice; creating and maintaining a settlement website; performing necessary additional skip traces on Notices and/or mailed checks returned as undeliverable; calculating Settlement Class Members' shares of the Class Fund; preparing and distributing settlement payments; responding to Settlement Class Member inquiries as appropriate; preparing any appropriate or required tax returns and tax forms in connection with the settlement payments, including any withholding, and filing or remitting those returns and forms, along with withheld amounts, if any, to the appropriate governmental agencies; and generally performing all normal and customary duties associated with the administration of such settlements. The Settlement Administrator will coordinate the calculations of the payroll taxes and deductions, if any, with Defendants to ensure that, to the extent such taxes and deductions are or could be deemed to have been made by the Settlement Administrator on behalf of Defendants by government taxing authorities, they are made in compliance with Defendants' tax withholding and remittance obligations for such payments. All costs for the Settlement Administrator's services will be paid out of the Common Fund and shall not exceed \$35,000. To the extent that the Settlement Administrator's costs are less than \$35,000, the difference shall be added to the Class Fund and distributed to Settlement Class Members pro-rata.

15. **Compilation of Class List:** Within 45 calendar days after the preliminary approval order is issued, Defendants will provide to the Settlement Administrator the full name, last known address, last known personal email address, Social Security number, and data sufficient to number of weeks worked for Released Parties during the Settlement Class Period of each Settlement Class Member (the "Class List"). To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform work under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. The Settlement Administrator will perform normal and customary address updates and verifications as necessary prior to the mailing and emailing of the Notice to the Settlement Class and will calculate the estimated settlement award for each Settlement Class Member. Within 15 business days after receipt of the Class List, the Settlement Administrator will resolve any issues with the Class List with Defendants' Counsel and provide both Plaintiff's Counsel and Defendants' Counsel with the number of Class Members and Workweeks in the Class Data—as well as provide a spreadsheet containing the identification number the Settlement Administrator assigns each Class Member and each Class Member's corresponding estimated payment amount—to Plaintiffs' Counsel and Defendants' Counsel.

16. **Notice Period:** Within 15 calendar days of its receipt of the Class List, the Settlement Administrator will send the Settlement Class Members, by first-class mail and email, to their last known address or such other address as located by the Settlement Administrator, the Court-approved Notice. The Notice sent to all Settlement Class Members will advise each

Settlement Class Member of his or her estimated payment amount and of his or her right to request exclusion from or object to the settlement.

- a. **Exclusion Procedure:** Any Settlement Class Member who wishes to be excluded from the settlement must submit the request for exclusion in writing to the Settlement Administrator, postmarked no later than 30 calendar days from the date of mailing of the Notice. To be considered valid, a request for exclusion must include: (i) the Settlement Class Member's full name; (ii) the Settlement Class Member's address; (iii) a statement that the Settlement Class Member wishes to be excluded from the settlement (for example, "I request to be excluded from the class action settlement in *Arevalo, et al., v. AT&T Mobility Services LLC, et al.*"); and (iv) the Settlement Class Member's (or his or her attorney's) signature and date signed. Any funds associated with a Settlement Class Member who timely submits a request for exclusion shall be reallocated back to the Class Fund.
- b. **Objection Procedure:** Any Settlement Class Member who wishes to object must submit the objection in writing to Court and the Parties' Counsel, postmarked no later than 30 calendar days from the date Notice is sent. To be considered valid, an objection must include: (i) the Settlement Class Member's full name and address; (ii) the case name and number; (iii) the reason(s) why the Settlement Class Member objects to the settlement; (iv) the name and address of the Settlement Class Member's attorney, if he or she has retained one; (v) a statement confirming whether the Settlement Class Member and/or his or her attorney intend to personally appear at the Final Approval Hearing; (vi) a list, by case name, court, and docket number, of all other cases in which the Settlement Class Member (directly or through an attorney) has filed an objection to any proposed class action settlement within the last three years; (vii) a list, by case name, court, and docket number, of all other cases in which the Settlement Class Member's attorney (on behalf of any person or entity) has filed an objection to any proposed class action settlement within the last three years; and (viii) the Settlement Class Member's (or his or her attorney's) signature and date signed. If a Settlement Class Member wishes to object to the settlement, he or she must not request exclusion.
- c. Any Notices returned undeliverable shall be traced once to obtain a new address and be re-mailed by First Class U.S. Mail. To the extent any mailed Notice is returned as undeliverable, such person shall be permitted 30 calendar days from any re-mailing of the Notice to request exclusion from or object to the settlement.
- d. After the Notice is sent, the Settlement Administrator will provide weekly updates on the status of any requests for exclusion, objections, and address changes.
- e. No later than 5 calendar days after the end of the Notice Period, the Settlement Administrator will provide to Plaintiffs' Counsel and Defendants' Counsel: (1) a report identifying Settlement Class Members, requests for exclusion, and objections; and (2) a draft declaration regarding Notice.

17. **No Solicitation of Exclusions or Objections:** The Parties will not directly or indirectly solicit or encourage Settlement Class Members to request exclusion from or object to the settlement.

18. **Challenges to Class List:** To be considered timely, any dispute regarding the settlement payment or the underlying data used to calculate the settlement payment must be submitted by the Settlement Class Member within 30 calendar days of sending the Notice. In response to any dispute raised by a proposed Settlement Class Member about their omission from the Class List, Defendants will first reference the information contained in the proposed Settlement Class Member's application history with Defendants. Unless the proposed Settlement Class Member can establish that he or she should have been included on the Class List based on documentary evidence, Defendants' records will control. Plaintiffs' Counsel and Defendants' Counsel will then make a good faith effort to resolve the dispute informally. If counsel for the Parties cannot agree, the dispute shall be resolved by the Settlement Administrator, who shall examine the records provided by the Defendants and the proposed Settlement Class Member, and shall be the final arbiter of disputes relating to a proposed Settlement Class Member's omission from the Class List. The Settlement Administrator's determination regarding any such dispute shall be final for purposes of administering Notice of the settlement, subject to final review, determination and approval by the Court.

19. **Payments to Settlement Class Members:**

- a. Each Settlement Class Member will be eligible to receive a pro rata share of the Class Fund based upon the number of weeks he or she worked for Released Parties during the Settlement Class Period as compared by the total number of weeks worked by all Settlement Class members during the Settlement Class Period. Settlement payments will be characterized as 50 percent wages (W-2) and 50 percent non-wage damages, penalties and interest (1099). The Settlement Administrator will prepare an IRS Form W-2 and an IRS Form 1099 for each Settlement Class Member who does not request exclusion that reflects their settlement payment.
- b. Settlement payments will be issued as checks to each Settlement Class Member with a valid mailing address, unless the Settlement Class Member requests payment issued electronically via an online payment service, such as PayPal or Venmo.
- c. . Settlement payments will be issued electronically via an online payment service, such as PayPal or Venmo, for each Settlement Class Member without a valid mailing address.
- d. Plaintiffs, Defendants, and their respective counsel have not made any representations regarding the tax consequences of the settlement payments made under this Settlement Agreement. Settlement Class Members will be required to pay all federal, state, or local taxes, if any, which are required by law to be paid with respect to the settlement payments. Settlement Class Members agree to indemnify and hold Defendants harmless from any claim for unpaid taxes for the Settlement Payment from any taxing authority.

20. **Participating Settlement Class Member Release:** All participating Settlement Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties of any and all claims that occurred during the Class Period that (1) were alleged, or that reasonably could have been alleged based on the facts asserted, in the operative Complaint, and/or (2) ascertained in the course of the Action, for the duration of the Class Period (July 11, 2022, through the date of final approval); including claims that occurred during the Class Period for statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief for violations of federal and Washington State wage-hour laws, and all applicable local and municipal laws including for the following categories of allegations, to the fullest extent such claims are releasable by law: (a) all claims for failure to pay wages, including overtime premium pay and the minimum wage; (b) all claims for the failure to provide meal and/or rest periods in accordance with applicable law, including payments equivalent to one hour of the employee's regular rate of pay for missed meal and/or rest periods and alleged non-payment of wages for meal periods worked and not taken; (c) all claims for the alleged omission of any kind of remuneration when calculating, and/or the miscalculation of, an employee's regular rate of pay; (d) all claims for the alleged failure to indemnify and/or reimburse employees for any business expenses; (e) all claims for the alleged failure to pay vested vacation upon termination of employment; and (f) any and all claims for recordkeeping or pay stub violations, claims for timely payment of wages and associated penalties, and all other civil and statutory penalties. The participating Settlement Class Members understand and agree that this release includes a good-faith compromise of disputed wage claims.

21. **Plaintiffs' Releases:** In consideration of their respective Service Awards referenced above in Paragraph 12, and the other terms and conditions of this Settlement Agreement, Plaintiffs hereby release any and all of their known and unknown claims against Released Parties. Plaintiffs understand and agree that this release includes a good-faith compromise of disputed wage claims.

22. **Court Approval:** Except as otherwise provided above, a failure of the Court to approve any material term or aspect of this Settlement Agreement shall render the entire Settlement Agreement void and unenforceable as to all Parties herein. As agreed to above, this Paragraph does not apply to the failure of the Court to approve the attorneys' fees, costs, and expenses in Paragraph 11 or the service awards in Paragraph 12. If the Settlement Agreement becomes void, this Settlement Agreement, as well as all releases signed in connection herewith, shall have no force or effect; all negotiations, statements and proceedings related thereto shall be without prejudice to the rights of any Party, all of whom shall be restored to their respective positions in this Action prior to the settlement; the Settlement Class created pursuant to this Settlement Agreement shall be of no force or effect; Defendants may remove the Action back to the United States District Court for the Western District of Washington; and neither this Settlement Agreement nor any ancillary documents, actions or filings shall be admissible or offered into evidence in this Action or any other action or proceeding for any purpose.

23. **Preliminary Approval:** Upon successful remand of the Action to the Court, the Parties shall promptly seek the Court's approval of this Settlement Agreement. Plaintiffs and Plaintiffs' Counsel shall apply to the Court for the entry of a preliminary approval order which

would accomplish the following: (a) preliminarily approve the settlement subject to the final review and approval by the Court; (b) certifies the Settlement Class and appoints Plaintiffs as Settlement Class Representatives and Emery Reddy, PC as Settlement Class Counsel for purposes of the settlement only; (c) preliminarily approve the Settlement Administrator selected by the Parties and approve payment of the Settlement Administrator's reasonable costs; (d) preliminarily approve an award of attorneys' fees, costs, and expenses to Plaintiffs' Counsel, subject to final review and approval by the Court; (e) preliminarily approve service awards to Plaintiffs, subject to final review and approval by the Court; (f) approve, as to form and content, the proposed Notice; (g) direct the distribution of the Notice to the Settlement Class Members; and (h) schedule a final approval hearing on the question of whether the settlement, including the payment of attorneys' fees and costs and the service award should be finally approved as fair, reasonable, and adequate, and finally resolving any outstanding issues or disputes remaining from the administration of the Notice. Not later than 7 calendar days before filing the motion for preliminary approval, Plaintiffs' Counsel will submit a near-final draft thereof (including all supporting papers and proposed order) to Defendants' Counsel for review and comment. Defendants' Counsel shall promptly provide Plaintiffs' Counsel a redline draft with any proposed changes.

24. **Final Approval:** In conjunction with the request for final approval of the settlement provided for in this Settlement Agreement, Plaintiffs' Counsel will submit a proposed final order and judgment: (a) granting final approval of the settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions; (b) approving an award of attorneys' fees, costs, and expenses to Plaintiffs' Counsel; (c) approving service awards to Plaintiffs; (d) approving the Settlement Administrator's costs; (e) permanently enjoining and restraining Plaintiffs and Settlement Class Members from initiating or pursuing any claims settled herein and released by this Settlement Agreement; and (f) dismissing the Action on the merits and with prejudice. Not later than 7 calendar days prior to the submission of the motion(s) seeking the foregoing, Plaintiffs' Counsel will submit a near-final draft thereof (including all supporting papers and proposed order) to Defendants' Counsel for review and comment. Defendants' Counsel shall promptly provide Plaintiffs' Counsel a redline draft with any proposed changes.

25. **Right to Void the Settlement Agreement.** Plaintiffs shall have the right to void the Settlement Agreement in the event the number of Settlement Class Members increases by more than five percent (5%) and Defendants refuse to increase the Common Fund on a pro-rata basis to account for the additional Settlement Class Members. In the event Plaintiffs exercise this right, the Parties will be returned to their respective positions that existed prior to their entry into this Settlement Agreement (as described more thoroughly in Paragraph 22).

26. **Effective Date:** This Settlement Agreement shall become effective when the settlement is considered "Final." For purposes of this Settlement Agreement, "Effective Date" and "Final" mean: (a) in the event that the Court has entered the Final Approval Order and there were no timely objections filed, or that any timely objections have been withdrawn, then the first business day upon the passage of the applicable 30 calendar day period for any interested party to seek appellate review of the Court's Final Approval Order without a timely appeal being filed; or, (b) in the event that one or more timely objections has/have been filed and not withdrawn, then upon the passage of the applicable date for an objector to seek appellate review of the Court's order of final approval of the settlement, without a timely appeal having been filed; or, (c) in the

event that a timely appeal of the Court's order of final approval has been filed, then the Settlement Agreement shall be final when the applicable appellate court has rendered a final decision or opinion affirming the Court's final approval without material modification, and the applicable date for seeking further appellate review has passed without such further review being sought, or if such review is sought, the exhaustion thereof. In the event that the Court fails to approve the settlement, or if the appropriate appellate court fails to approve the settlement or if this Settlement Agreement is otherwise terminated: (a) this Settlement Agreement shall have no force and effect and the Parties shall be restored to their respective positions prior to entering into it, and no Party shall be bound by any of the terms of the Settlement Agreement; (b) Defendants shall have no obligation to make any payments to the Settlement Class Members, Plaintiffs, or Plaintiffs' Counsel; (c) any preliminary approval order, final approval order or judgment, shall be vacated; (d) Defendants may remove the Action back to the United States District Court for the Western District of Washington; and (e) the Settlement Agreement and all negotiations, statements, proceedings and data relating thereto shall be deemed confidential settlement communications and not subject to disclosure for any purpose in any proceeding.

27. **Funding of Settlement:** Within 3 calendar days of the Effective Date of this Agreement, the Settlement Administrator will provide Defendants with wire transfer information, as well as any tax forms Defendants require to process the funding of the settlement; and, within 5 calendar days of the Effective Date of this Agreement, the Settlement Administrator will provide Defendants with an invoice on the Administrator's letterhead, addressed to Jennifer Z. Morris (2260 E. Imperial Hwy, 3rd Floor, El Segundo, CA 90245), itemizing the Common Fund. Within 30 calendar days following the receipt of that information, Defendants shall transfer (by wire transfer, ACH, check, or other reasonable means) the total Common Fund amount to the Qualified Settlement Fund ("QSF"), an account specifically created by the Settlement Administrator for the administration of this settlement. No funds will be payable by Defendants prior to that time. Within 14 calendar days following Defendants' deposit of the Common Fund into the QSF, the Settlement Administrator shall distribute the funds in accordance with the terms of this Settlement Agreement as approved by the Court, including: (a) settlement payments from the Class Fund to all Settlement Class Members that did not request exclusion; (b) Plaintiffs' Counsel's attorneys' fees, costs, and expenses; (c) Plaintiffs' service awards; and (d) the Settlement Administrator's costs. Settlement Class Members will have 180 calendar days from the date of issuance to deposit their settlement payments.

28. **Unclaimed Funds:** "Unclaimed Funds" are funds associated with Settlement Class Members' payments that remain uncashed/unclaimed after 180 calendar days of issuance ("Cashing Period"). Unclaimed Funds sent to Settlement Class Members by the Settlement Administrator via PayPal/Venmo expire automatically within 30 calendar days. Settlement Class Members who do not claim their funds sent to them via PayPal/Venmo within 30 calendar days may request that their settlement payment be re-sent electronically or via check at any point during the Cashing Period. Unclaimed Funds remaining in the QSF after the Cashing Period shall be sent by the Settlement Administrator to the Legal Foundation of Washington.

29. **Residual Funds:** "Residual Funds" are any amount of the Common Fund that remain after the payment of all approved Settlement Class Member payments, attorneys' fees and costs, service award, and Settlement Administration costs. Residual Funds shall be disbursed to the Legal Foundation of Washington.

30. **Deadlines:** For purposes of this Settlement Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday (as defined by CR 6(a)), such time period shall be continued to the following business day. For illustrative purposes, and recognizing that certain of the deadlines listed herein may be continued due to unforeseen delay of the Parties or by order of the Court, the following schedule provides an outline of the deadlines required under this Settlement Agreement:

<b>EVENT</b>	<b>DATE</b>
Parties file stipulated motion to remand	10 calendar days after execution of this Settlement Agreement
Plaintiffs' Counsel to File Motion for Preliminary Approval	7 calendar days after Preliminary Approval Draft sent to Defendants' Counsel
Preliminary Approval Order	TBD
Defendants' Counsel to Provide Settlement Administrator with Class List	45 calendar days after Preliminary Approval Order
Settlement Administrator will resolve any issues with the Class List and state the number of Class Members and Workweeks in the Class Data. Settlement Administrator to provide estimated payment amounts to Plaintiffs' Counsel and Defendants' Counsel	15 business days after Defendants' Counsel provides the Class List to the Settlement Administrator
Distribution of Notice; Start of Notice Period	14 calendar days after Defendants' Counsel provides the Class List to the Settlement Administrator
End of Notice Period, deadline for Settlement Class Members to request exclusion from or object to the settlement	30 calendar days after start of the Notice Period
Settlement Administrator to provide to Plaintiffs' Counsel and Defendants' Counsel: (1) report identifying Settlement Class Members, exclusions, and objections; (2) draft declaration regarding Notice	5 calendar days after end of Notice Period

Plaintiffs' Counsel to provide Defendants' Counsel with draft of Motion for Final Approval	7 calendar days prior to the deadline to file the Motion for Final Approval
Plaintiffs' Counsel to file Motion for Final Approval	9 Court days prior to the Final Approval Hearing
Final Approval Hearing	No sooner than 120 calendar days after the Preliminary Approval Order
Final Approval Order	TBD
Effective Date	31 calendar days after the Final Approval Order (assuming no appeal)
Administrator to provide Defendants with wire transfer information and tax forms	3 calendar days after the Effective Date
Administrator to provide Defendants with invoice itemizing Common Fund	5 calendar days after the Effective Date
Funding Date	30 calendar days after receipt of invoice itemizing Common Fund
Distribution of settlement payments, payment of attorneys' fees & costs, service awards, and settlement administration costs	14 calendar days after the Funding Date
Cashing Deadline	180 calendar days after disbursement of settlement payments
Unclaimed Funds sent by the Settlement Administrator to the Legal Foundation of Washington; Residual Funds to be disbursed to Legal Foundation of Washington	Within 10 calendar days after Cashing Deadline

31. **Parties' Authority:** The signatories hereto hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

32. **Mutual Full Cooperation:** The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to execution of such documents and to take such other actions as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by

order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Plaintiffs' Counsel shall, with the assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the Court's preliminary approval of this Settlement Agreement.

33. **No Prior Assignments:** The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

34. **Construction:** The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between counsel. The Parties further agree that this Settlement Agreement shall not be construed in favor of, or against, any party by reason of the extent to which any party, or his, hers, or its counsel, participated in the drafting of this Settlement Agreement.

35. **Captions and Interpretations:** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

36. **Attorneys' Fees and Costs:** The prevailing Party in any dispute related to the enforcement of this Settlement Agreement shall be entitled to reasonable attorneys' fees and costs related to the dispute.

37. **Modification:** This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

38. **Integration:** This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

39. **Assigns:** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

40. **Counterparts:** This Settlement Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties.

41. **Governing Law:** The Parties agree that Washington law governs the interpretation and application of this Settlement Agreement.

Dated: 02 / 05 / 2026 \_\_\_\_\_



\_\_\_\_\_  
Plaintiff Gerald Arevalo, individually and on behalf of the Class

Dated: 02 / 05 / 2026 \_\_\_\_\_



\_\_\_\_\_  
Plaintiff Skylar Ruen, individually and on behalf of the Class

Dated: \_\_\_\_\_

\_\_\_\_\_  
Defendant AT&T Mobility Services LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Defendant New Cingular Wireless PCS, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Defendant AT&T Enterprises, LLC (f/k/a AT&T Corp.)

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Defendant AT&T Services, Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
Defendant AT&T Inc.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Plaintiff Gerald Arevalo, individually and on behalf of the Class

Dated: \_\_\_\_\_

Plaintiff Skylar Ruen, individually and on behalf of the Class

Dated: 2/4/2026  
\_\_\_\_\_

Signed by:  
*Jennifer Morris*  
3DE5CCD297A94D8...

Dated: \_\_\_\_\_  
Defendant AT&T Mobility Services LLC  
By: Jennifer Z. Morris  
Its: AVP – Senior Legal Counsel

Dated: 2/4/2026  
\_\_\_\_\_

Signed by:  
*Jennifer Morris*  
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Dated: \_\_\_\_\_  
Defendant New Cingular Wireless PCS, LLC  
By: Jennifer Z. Morris  
Its: AVP – Senior Legal Counsel

Dated: 2/4/2026  
\_\_\_\_\_

Signed by:  
*Jennifer Morris*  
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Dated: \_\_\_\_\_  
Defendant AT&T Enterprises, LLC (f/k/a AT&T Corp.)  
By: Jennifer Z. Morris  
Its: AVP – Senior Legal Counsel

Dated: 2/4/2026  
\_\_\_\_\_

Signed by:  
*Jennifer Morris*  
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Dated: \_\_\_\_\_  
Defendant AT&T Services, Inc.  
By: Jennifer Z. Morris  
Its: AVP – Senior Legal Counsel

Dated: 2/4/2026  
\_\_\_\_\_

Signed by:  
*Jennifer Morris*  
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Dated: \_\_\_\_\_  
Defendant AT&T Inc.  
By: Jennifer Z. Morris  
Its: AVP – Senior Legal Counsel