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2026 MAY 06 09:19 AM
KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 25-2-20318-2 SEA

The Honorable Karen M. Donohue
Noted for: May 6, 2026
Without Oral Argument

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING**

GERALD AREVALO and SKYLAR RUEN,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

AT&T MOBILITY SERVICES LLC, a
foreign limited liability company; NEW
CINGULAR WIRELESS PCS, LLC, a
foreign limited liability company; AT&T
CORP., a foreign profit corporation; AT&T
SERVICES, INC., a foreign profit
corporation; AT&T, INC., a foreign profit
corporation; and DOES 1-20, as yet unknown
Washington entities,

Defendants.

No. 25-2-20318-2 SEA

ORDER GRANTING PLAINTIFFS'
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

THIS MATTER came before the Court on Plaintiffs' unopposed motion. The Court considered Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, the supporting Declaration of Timothy W. Emery, and the files and records herein.

The Class Settlement Agreement ("Settlement Agreement") attached to the Declaration of Timothy W. Emery in Support of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement as Exhibit 1 provides that the Parties agree to settle on a class-wide basis.

1 The Court, having considered the papers and arguments submitted in support of the
2 motion, HEREBY ORDERS THE FOLLOWING:

3 1. The Court grants preliminary approval of the settlement based upon the terms set
4 forth in the Settlement Agreement.

5 2. The Parties' settlement is granted preliminary approval as it meets the criteria for
6 preliminary settlement approval, appears to be the product of arm's-length and informed
7 negotiations, and appears to be fair, adequate, and reasonable to the Class.

8 3. The Court approves, as to form, content, and method of delivery of, the Notice of
9 Class Action Settlement ("Notice") attached to the Declaration of Timothy W. Emery as Exhibit
10 2.

11 4. The Court provisionally certifies the Settlement Class as:

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

17 5. The Court approves the common fund settlement amount of \$1,750,000.00
18 ("Fund").

19 6. The Court appoints Plaintiffs Gerald Arevalo and Skylar Ruen as Class
20 Representatives. The Court finds that the service awards requested are fair and reasonable under
21 the circumstances of this case. Plaintiffs are awarded a service award in the amount of \$35,000.00
22 each, to be paid from the Fund.

23 7. The Court appoints Timothy W. Emery, Patrick B. Reddy, and Paul Cipriani of
24 Emery Reddy, PC as Class Counsel. The Court finds that the requested attorneys' fees of
25 \$583,333.33 (approximately one-third of the Fund), plus costs and expenses of up to \$5,000.00,
26 were reasonably incurred in pursuit of this action on behalf of Plaintiffs and the Class. Class
27 Counsel is awarded \$583,333.33 in attorneys' fees and up to \$5,000.00 in costs and expenses, to
be paid from the Fund.

8. The Court appoints Atticus Administration LLC as the Settlement Administrator.

The costs of settlement administration will not exceed \$35,000.00 and be paid from the Fund.

9. The Court orders the following schedule of dates for further proceedings:

EVENT	DATE
Defendants' Counsel to provide Settlement Administrator with Class List	45 calendar days after Preliminary Approval Order
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
Mailing of Notice, start of Notice Period	15 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 or object to the settlement	30 calendar days after the start of the Notice Period
Settlement Administrator to provide to Plaintiffs' Counsel and Defendants' Counsel: (1) report identifying Settlement Class members, exclusions, and objections; and (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 days after the Preliminary Approval Order
Final Approval Order	TBD
Effective Date	31 days after the Final Approval Order, assuming no appeal ("Effective Date")
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
Disbursement of settlement payments, payment of attorneys' fees and costs,	14 calendar days after the Funding Date

service award, and settlement administration costs	
Cashing Deadline	180 calendar days after disbursement of settlement payments
Unclaimed Funds and Residual Funds sent by the Settlement Administrator to the Legal Foundation of Washington	Within 10 calendar days after Cashing Deadline

10. The current trial date of July 13, 2026, is stricken. Should the Court decline to grant final approval of the settlement, the Parties shall confer and submit a joint request for a new trial date within 10 days of an Order denying final approval.

11. All other proceedings and deadlines in this action are stayed until further order of the Court, except as may be necessary to implement the settlement or to comply with the terms of the Settlement Agreement. Further, pending the Court's final determination of whether the proposed settlement will be approved, each and every Settlement Class member is barred and enjoined from instituting, commencing, or continuing to prosecute, directly or indirectly, as an individual or collectively, representatively, derivatively on behalf of them, or in any other capacity of any kind whatsoever, asserting any claims that would be released and discharged upon final approval of the settlement.

12. If the Settlement Agreement and the settlement are not approved in all material respects by the Court and all appellate courts to which any appeal or other form of review of such approval may be taken, the Parties may withdraw the motion for preliminary approval of settlement from the Court. In such event, this Order will be vacated and the Settlement Agreement and the settlement shall become null and void and neither the Settlement Agreement, its provisions, the exhibits thereto, nor any of the negotiations, statements, representations, or other information provided by Plaintiffs or Defendants in the course of negotiating the Settlement Agreement or any proceedings relating thereto: (i) shall be offered, received in evidence, or otherwise used in this action or in any other action or proceeding for any purpose whatsoever; or (ii) shall prejudice the rights of any of the parties hereto, who shall be restored to their respective

positions immediately prior to the date of execution of the Settlement Agreement. Further, in such event, this action shall revert to its status immediately prior to the date of execution of the Settlement Agreement and shall proceed as if the Settlement Agreement and all related orders and papers had not been executed or otherwise agreed to.

13. Neither the settlement nor the Settlement Agreement should be interpreted as an admission of any liability or wrongdoing by Defendants, or as an admission of the strength or weakness of the claims against Defendants. Neither Defendants' agreement to the Settlement Agreement, nor Defendants' stipulations or other actions, nor any failure to act, shall be used by any Settlement Class member in any other proceeding to argue that any class action should be certified against Defendants.

THE COURT HEREBY SETS THE FINAL APPROVAL HEARING AT THE
FOLLOWING DATE AND TIME: September 11, 2026 at 9:00 AM

DATED this 6th day of May 2026.

Karen Matson Donohue
KING COUNTY SUPERIOR COURT JUDGE

Presented by:

EMERY REDDY, PC

By: s/ Timothy W. Emery

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**King County Superior Court
Judicial Electronic Signature Page**

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Case Title: AREVALO ET ANO VS AT&T MOBILITY SERVICES LLC ET AL
Document Title: Order
Date Signed: 05/06/2026



Judge: Karen Matson Donohue

Key/ID Number: *369712675*
Page Count: This document contains 5 page(s) plus this signature page.