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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

MARCUS A. ROBERTS, KENNETH A.  
CHEWEY, AND ASHLEY M. CHEWEY,  
on behalf of themselves and all others  
similarly situated,

Plaintiffs,

v.

AT&T MOBILITY LLC,

Defendant.

Case No. 3:15-cv-03418-EMC

**ORDER GRANTING PRELIMINARY  
APPROVAL OF CLASS SETTLEMENT  
AGREEMENT AND DIRECTING  
DISSEMINATION OF CLASS NOTICE**

Judge: Hon. Edward M. Chen

1 Before the Court is the Motion for Preliminary Approval of Class Settlement Agreement  
2 and for Direction of Class Notice Pursuant to Fed. R. Civ. P. 23(e) (“Motion”), filed by Plaintiffs  
3 Marcus Roberts, Kenneth Chewey and Ashley Chewey (“Plaintiffs”). Plaintiffs and Defendant  
4 AT&T Mobility LLC (“AT&T”) have entered into an Amended Class Settlement Agreement,  
5 dated March 31, 2021 (“Settlement Agreement”). Having thoroughly reviewed the Settlement  
6 Agreement, including the proposed forms of class notice and other exhibits thereto, the Motion,  
7 and the papers and arguments in connection therewith, and good cause appearing, the Court  
8 hereby ORDERS as follows:

9 1. Capitalized terms not otherwise defined herein have the meanings set forth in the  
10 Settlement Agreement.

11 2. This Court has subject matter jurisdiction over this matter pursuant to 28 U.S.C.  
12 § 1332(d), and has personal jurisdiction over the Parties and the Settlement Class Members.  
13 Venue is proper in this District.

14 3. The Motion is GRANTED.

15 4. The Court hereby preliminarily approves the Settlement Agreement and the terms  
16 embodied therein pursuant to Fed. R. Civ. P. 23(e)(1). The Court finds that it will likely be able  
17 to approve the Settlement Agreement under Fed. R. Civ. P. 23(e)(2) and to certify the Settlement  
18 Class for purposes of judgment on the proposed Settlement. The Court preliminarily finds that  
19 the Settlement Agreement is fair, reasonable, and adequate as to the Settlement Class Members  
20 under the relevant considerations. The Court finds that Plaintiffs and proposed Settlement Class  
21 Counsel have adequately represented, and will continue to adequately represent, the Settlement  
22 Class. The Court further finds that the Settlement Agreement is the product of arms’ length  
23 negotiations by the Parties through an experienced mediator, Cathy Yanni, Esq. of JAMS, and  
24 comes after significant litigation—including years of litigation regarding AT&T’s arbitration  
25 motion, and a litigated motion to dismiss— and significant investigation and discovery. The  
26 Court preliminarily finds that the relief provided—a non-reversionary common settlement fund of  
27 \$12 million—is adequate taking into account, *inter alia*, the costs, risks, and delay of trial and  
28 appeal, the harm to Settlement Class Members, and the proposed method of distributing payments

1 to the Settlement Class (i.e., direct payments by account credits and checks). The Court  
 2 preliminarily finds that the Settlement Agreement treats the Settlement Class Members equitably  
 3 relative to each other, and that the proposed allocation of settlement funds to Settlement Class  
 4 Members is reasonable and equitable. Under the terms of the Settlement Agreement, all  
 5 Settlement Class Members subject to throttling prior to AT&T's adoption of congestion aware  
 6 throttling will be issued payments without the need to submit a claim, and all Settlement Class  
 7 Members who exceeded AT&T's data usage threshold after AT&T's adoption of congestion  
 8 aware throttling are eligible to submit a claim for a payment (via a simple claim form attesting to  
 9 their belief that they were subject to data speed slowing at least once during that time period).  
 10 Settlement Class Members who are in both groups are eligible for both payments. The settlement  
 11 payment amounts for the two groups will be at a ratio of \$7.50:\$10:00 (Group A:Group B). The  
 12 Court preliminarily finds that the payment allocation provided in the Settlement Agreement,  
 13 including the Claims Process for Group B Accounts and the payment amounts, is reasonable and  
 14 equitable given, *inter alia*, AT&T's records for the period after it adopted congestion aware  
 15 throttling show which customers exceeded its data usage threshold but do not indicate which  
 16 customers actually had their data usage throttled or for how long; the throttling that occurred prior  
 17 to AT&T's adoption of congestion aware throttling was for the remainder of the billing cycle  
 18 after the data usage threshold was exceeded, whereas the deprioritization that occurred following  
 19 AT&T's adoption of congestion aware throttling (which also only occurred, if at all, after the data  
 20 usage threshold exceeded for the billing cycle) was temporary during periods of congestion only;  
 21 and Settlement Class Members who were subject to throttling prior to AT&T's adoption of  
 22 congestion aware throttling previously received partial payments related to such throttling via a  
 23 consent judgment in the related case, *Federal Trade Commission v. AT&T Mobility LLC*, N.D.  
 24 Cal. Case No. 14-cv-04785-EMC.<sup>1</sup> The Court will fully assess any request for attorneys' fees and  
 25 litigation expenses after receiving a motion from Settlement Class Counsel supporting such

26 \_\_\_\_\_  
 27 <sup>1</sup> The FTC action payment amount for most customers was approximately \$12.00, while a smaller  
 28 portion received approximately \$31.00. *See* FTC Action Dkt. 192 at 4-5, Dkt. 202. The FTC  
 action only addressed throttling prior to AT&T's adoption of congestion aware throttling; the  
 FTC consent judgment did not provide any redress for throttling that occurred after AT&T's  
 adoption of congestion aware throttling. *See* FTC Action Dkt. 202 at 4-5 n.3.

1 request. At this stage, the Court finds that the plan to request fees and litigation expenses to be  
2 paid from the common settlement fund creates no reason not to direct notice to the Settlement  
3 Class; should this Court find any aspect of the requested attorneys' fees or expenses unsupported  
4 or unwarranted, such funds will not revert to AT&T.

5 5. The Court hereby provisionally certifies, for settlement purposes only, a  
6 "Settlement Class," pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3), consisting of:

7  
8 All consumers residing in California (based on the accountholder's last known  
9 billing address) who purchased an unlimited data plan from AT&T Mobility LLC  
10 and who, on or before the date of preliminary settlement approval, exceeded  
11 AT&T's applicable data usage threshold for any user on the account for one or  
12 more monthly billing cycles such that the user would have been eligible for data  
13 usage slowing or deprioritization by AT&T in those billing cycles under AT&T's  
14 network management policies.

15 Excluded from the Settlement Class are any Judge presiding over this Action, any  
16 members of their families, and AT&T and affiliated entities and their respective  
17 officers and directors.

18 6. The Court finds that, for settlement purposes only, the Settlement Class, as  
19 defined above, meets the requirements for class certification under Fed. R. Civ. P. 23(a) and  
20 23(b)(3)—namely, that (1) the Settlement Class Members are sufficiently numerous such that  
21 joinder is impracticable; (2) there are common questions of law and fact; (3) Plaintiffs' claims are  
22 typical of those of the Settlement Class Members; (4) Plaintiffs and Settlement Class Counsel  
23 have adequately represented, and will continue to adequately represent, the interests of the  
24 Settlement Class Members; and (5) for purposes of settlement, the Settlement Class meets the  
25 predominance and superiority requirements of Fed. R. Civ. P. 23(b)(3).

26 7. Certification of the Settlement Class shall be solely for settlement purposes and  
27 without prejudice to the Parties in the event the Settlement Agreement is not finally approved by  
28 this Court or otherwise does not take effect, and the Parties preserve all rights and defenses  
regarding class certification in the event the Settlement Agreement is not finally approved by this  
Court or otherwise does not take effect.

8. The Court hereby appoints Plaintiffs Marcus Roberts, Kenneth Chewey, and

1 Ashley Chewey as Settlement Class Representatives to represent the Settlement Class.

2 9. The Court hereby appoints the following attorneys as Settlement Class Counsel for  
3 the Settlement Class: Michael W. Sobol and Roger N. Heller of Lief, Cabraser, Heimann &  
4 Bernstein, LLP; Daniel M. Hattis of Hattis Law; John A. Yanchunis, Sr. and Jean Sutton Martin  
5 of Morgan & Morgan; Alexander H. Schmidt, Esq; and D. Anthony Mastando and Eric J. Artrip  
6 of Mastando & Artrip, LLC.

7 10. The Court hereby appoints Angeion Group as Settlement Administrator and directs  
8 Angeion Group to carry out all duties and responsibilities of the Settlement Administrator as  
9 specified in the Settlement Agreement and herein.

10 Notice Program

11 11. Pursuant to Fed. R. Civ. P. 23(e)(1) and 23(c)(2)(B), the Court approves the  
12 proposed Notice program set forth at Section VI of the Settlement Agreement, including the form  
13 and content of the proposed forms of class notice attached as Exhibits A through H and L through  
14 M to the Settlement Agreement. The Court finds that the proposed Notice program meets the  
15 requirements of Due Process under the U.S. Constitution and Rule 23; and that such Notice  
16 program, which includes individual direct notice to Settlement Class Members via SMS, email,  
17 and mail, reminder email and SMS notices for email/SMS notice recipients who are eligible to  
18 submit claims for Group B payments, a supplemental social media notice campaign, and the  
19 establishment of a Settlement Website and Toll-Free Number, is the best notice practicable under  
20 the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.  
21 The Court further finds that the proposed form and content of the forms of the Notice are  
22 adequate and will give the Settlement Class Members sufficient information to enable them to  
23 make informed decisions as to the Settlement Class, the right to object or opt out, and the  
24 proposed Settlement and its terms. The Court finds that the Notice clearly and concisely states in  
25 plain, easily understood language, *inter alia*: (i) the nature of the Action; (ii) the definition of the  
26 Settlement Class; (iii) the class claims and issues; (iv) that a Settlement Class Member may enter  
27 an appearance through an attorney if the member so desires; (v) that the Court will exclude from  
28 the Settlement Class any member who timely and validly requests exclusion; (vi) the time and

1 manner for requesting exclusion; and (vii) the binding effect of a class judgment on Settlement  
2 Class Members under Rule 23(c)(3).

3 12. The Court directs the Settlement Administrator and the Parties to implement the  
4 Notice program as set forth in the Settlement Agreement.

5 13. Customer Data: By no later than fourteen (14) days following entry of this  
6 Preliminary Approval Order, AT&T shall provide the Customer Data to the Settlement  
7 Administrator, including all of the information specified for same in the Settlement Agreement.

8 14. Email Notice: By no later than forty-five (45) days following the entry of this  
9 Preliminary Approval Order (hereinafter, the “Notice Date”), the Settlement Administrator shall  
10 email the appropriate form of Email Notice (substantially in the forms attached as Exhibits A  
11 through C to the Settlement Agreement) to each Settlement Class account for which an email  
12 address is included in the Customer Data. The Email Notices shall be sent to the email addresses  
13 listed in the Customer Data for such accounts. The Email Notices shall be sent with the sender  
14 title “AT&T Class Action Settlement Claims Administrator” and the subject line “Notice of  
15 AT&T Class Action Settlement.”

16 15. SMS Notice: The Court directs AT&T to send, by no later than the Notice Date,  
17 via SMS (i.e., text message), the SMS Notice, substantially in the form attached as Exhibit H to  
18 the Settlement Agreement, to the corresponding AT&T cellular telephone number(s) for each  
19 Settlement Class account for which the Customer Data identifies that both: (1) the account is a  
20 current AT&T account; and (2) no accountholders for the account have opted out of receiving  
21 such messages. Each SMS Notice shall include a hyperlink to a webpage, on the Settlement  
22 Website, that includes the substance of the appropriate form of Email Notice (e.g., for accounts  
23 that are Group A Accounts only, the hyperlink in the SMS Notice will link to a webpage on the  
24 Settlement Website that includes the substance of Email Notice A). The recipients of the SMS  
25 Notices shall not be charged for such messages. The Court expressly finds that the SMS  
26 messages ordered to be sent under this paragraph are informational messages pertaining to the  
27 AT&T’s subscribers’ service. By no later than three (3) days following the Notice Date, AT&T  
28 shall provide to the Settlement Administrator a list of Settlement Class accounts that were

1 successfully sent the SMS Notice.

2           16.     Mail Notice: For any Settlement Class account where both (1) there is no email  
3 address included in the Customer Data; and (2) the account is not among the Settlement Class  
4 accounts for which SMS Notice is to be sent pursuant to this Preliminary Approval Order (i.e.,  
5 because, as identified in the Customer Data, the account is a former AT&T account or one or  
6 more accountholder(s) for the account have opted-out of receiving informational SMS messages):  
7 By no later than the Notice Date, the Settlement Administrator shall: (a) update the mailing  
8 address listed in the Customer Data for such account through National Change of Address  
9 Database; and (b) mail the appropriate form of Postcard Notice (substantially in the forms  
10 attached as Exhibits D through F to the Settlement Agreement) to them via first class U.S. mail,  
11 postage pre-paid, at their address as updated.

12           17.     For any Settlement Class account where either (1) AT&T attempted but was not  
13 successful in sending SMS Notice; or (2) the Settlement Administrator sent Email Notice but  
14 received notice that the Email Notice was not received (i.e., a “bounce-back”): By no later than  
15 ten (10) days following the Notice Date, the Settlement Administrator shall: (a) update the  
16 mailing address listed in the Customer Data for such account through National Change of  
17 Address Database; and (b) mail the appropriate form of Postcard Notice (substantially in the  
18 forms attached as Exhibits D through F to the Settlement Agreement) to them via first class U.S.  
19 mail, postage pre-paid, at their address as updated.

20           18.     For any mailed Postcard Notices that are returned with forwarding address  
21 information, the Settlement Administrator shall promptly re-mail the appropriate form of Postcard  
22 Notice to the new address indicated. For any mailed Postcard Notices that are returned as  
23 undeliverable without a forwarding address, the Settlement Administrator shall conduct an  
24 industry standard “skip trace” to try to identify a more current address and re-mail the appropriate  
25 form of Postcard Notice to the extent an updated address is identified.

26           19.     Social Media Notice: Commencing no earlier than the Notice Date and ending by  
27 the Claims Deadline, the Settlement Administrator shall implement an internet-based social  
28 media notice campaign as set forth in Section VI.8 of the Settlement Agreement, to provide

1 additional notice to Settlement Class Members.

2           20.     Settlement Website: The Settlement Administrator shall establish and maintain an  
3 Internet website, at the URL [www.ATTUnlimitedDataSettlement.com](http://www.ATTUnlimitedDataSettlement.com) (“Settlement Website”),  
4 where Settlement Class Members can obtain further information about the terms of the Settlement  
5 Agreement, their rights, important dates and deadlines, and related information. Settlement Class  
6 Members shall also be able to submit Claim Forms electronically via the Settlement Website.  
7 The Settlement Website shall include, in PDF format, the Second Amended Complaint in this  
8 Action, the Settlement Agreement, the long-form Website Notice substantially in the form  
9 attached as Exhibit G to the Settlement Agreement, this Preliminary Approval Order, Settlement  
10 Class Counsel’s fee and cost application (after it is filed), and other case documents as agreed  
11 upon by the Parties and/or required by the Court, and shall be operational and live by no later than  
12 one day before the first Postcard Notice, Email Notice, or SMS Notice is disseminated. The  
13 Settlement Website shall be optimized for display on mobile phones. The Settlement Website  
14 shall remain operational until at least one year after the Payment Date or such other later date as  
15 the Parties may agree.

16           21.     Toll-Free Number: The Settlement Administrator shall establish and maintain a  
17 toll-free telephone number (“Toll-Free Number”) where Settlement Class Members can obtain  
18 further information about the Settlement Agreement and their rights, and request that a hard copy  
19 Claim Form or Website Notice be mailed to them. The Toll-Free Number shall be operational  
20 and live by no later than one day before the first Postcard Notice, Email Notice, or SMS Notice is  
21 disseminated, and shall remain operational until at least one year after the Payment Date or such  
22 other later date as the Parties may agree.

23           22.     Reminder Email Notice: No later than fourteen (14) days after the Notice Date,  
24 the Settlement Administrator shall email a Reminder Email Notice, substantially in the form  
25 attached as Exhibit L to the Settlement Agreement, to each Settlement Class Account that was  
26 sent Email Notice B or Email Notice C. Depending on the volume of Claim Form submissions  
27 and in consultation with the Parties, prior to the Claim Deadline, the Settlement Administrator  
28 may also cause a second reminder email notice to be sent to Settlement Class accounts that were



1 sent the Reminder Email Notice or to a portion of them that have not yet submitted a Claim Form.

2 23. Reminder SMS Notice: Between twenty one (21) days and fourteen (14) days  
3 before the Claim Deadline, AT&T shall send, via SMS (i.e., text message), a Reminder SMS  
4 Notice to the corresponding AT&T cellular telephone number(s) for each Settlement Class  
5 account where all three of the following apply: (a) the account is a Group B Account; (b) the  
6 corresponding AT&T cellular telephone number was successfully sent the SMS Notice; and (c)  
7 the Settlement Administrator reports that a Claim Form has not yet been submitted for the  
8 account. By no later than thirty (30) days before the deadline for sending the Reminder SMS  
9 Notice, the Settlement Administrator shall report to AT&T regarding which Group B Accounts  
10 have not yet submitted a Claim Form. The Reminder SMS Notice shall be substantially in the  
11 form attached as Exhibit M to the Settlement Agreement. The recipients of the Reminder SMS  
12 Notices shall not be charged for such messages. The Court expressly finds that the SMS  
13 messages ordered to be sent under this paragraph are informational messages pertaining to the  
14 AT&T's subscribers' service.

15 24. Within 30 days of entry of this Preliminary Approval Order, AT&T shall pay the  
16 Administrative Costs Advance to the Settlement Administrator in the amount of \$290,000.00.

17 25. By no later than fourteen (14) days before the Fairness Hearing, the Settlement  
18 Administrator shall file (or provide to Settlement Class Counsel for filing) a declaration  
19 confirming that Notice program has been implemented in accordance with the Settlement  
20 Agreement and this Order (including CAFA notice) and providing a final list of persons who  
21 submitted timely and valid requests for requests for exclusion from the Settlement Class.

22 Claims Procedure

23 26. The Court approves the form and content of the proposed Claim Form, in the  
24 form attached as Exhibit I to the Settlement Agreement, approves the Claims Process set forth in  
25 the Settlement Agreement for Settlement Class Members with Group B Accounts to submit  
26 Claims, and directs the Parties and the Settlement Administrator to implement the Claims  
27 Process.

28 Opt-Out and Objection Procedures

1           27. Settlement Class Members may exclude themselves from the Settlement Class by  
2 mailing or emailing to the Settlement Administrator a request for exclusion that is postmarked or  
3 emailed no later than sixty (60) days after the Notice Date (the “Exclusion/Objection Deadline”).  
4 To be effective, the request for exclusion must include: (a) the Settlement Class Member’s full  
5 name, telephone number, mailing address, and email address; (b) a clear statement that the  
6 Settlement Class Member wishes to be excluded from the Settlement Class; (c) the name of this  
7 Action: “Roberts v. AT&T Mobility, LLC”; and (d) for requests for exclusion sent by mail, the  
8 Settlement Class Member’s signature or a signature of an individual authorized to act on his or  
9 her behalf (no signature is required for emailed requests for exclusion). Settlement Class  
10 Members cannot request exclusion as a class or group. Any request for exclusion from a  
11 Settlement Class Member that is a co-account holder on an account in the Settlement Class must  
12 be submitted by all co-account holders on that account, otherwise the request for exclusion is  
13 invalid for that account. Any Settlement Class Member who submits a timely and valid request  
14 for exclusion is foreclosed from objecting to the Settlement or to Settlement Class Counsel’s  
15 motion for attorneys’ fees, costs, and service awards. If a Settlement Class Member submits both  
16 a timely and valid request for exclusion and an objection, the Settlement Class Member shall be  
17 treated as if they had only submitted a request for exclusion. Any Settlement Class Member who  
18 does not submit a timely and valid request for exclusion in accordance with this paragraph shall  
19 be bound by the Final Order and Judgment if and when it is entered. The Settlement  
20 Administrator shall provide copies of all timely and valid requests for exclusion to Settlement  
21 Class Counsel and AT&T’s Counsel.

22           28. Any Settlement Class Member who does not submit a timely and valid request for  
23 exclusion shall have the right to object to the proposed Settlement and/or to Settlement Class  
24 Counsel’s motion for attorneys’ fees, costs, or service awards. To be considered valid, an  
25 objection must be in writing, must be filed with or mailed to the Court, and mailed to the  
26 Settlement Administrator, at the addresses listed in the Website Notice, postmarked/mailed no later  
27 than sixty (60) days after the Notice Date (the “Exclusion/Objection Deadline”), and must include  
28 the following: (a) the name of this Action: “Roberts v. AT&T Mobility LLC”; (b) the full name,

1 mailing address, telephone number, and email address of the objector; (c) the objector's signature  
2 or the signature of an individual authorized to act on his or her behalf; (d) a description of the  
3 specific reasons for the objection; (e) the name, address, bar number and telephone number of  
4 counsel for the objector, if the objector is represented by an attorney; and (f) state whether the  
5 objector intends to appear at the Fairness Hearing either in person or through counsel. Only  
6 objections that are submitted in accordance with this paragraph shall be heard by the Court. Any  
7 Settlement Class Member who does not timely submit an objection in accordance with this  
8 paragraph, shall waive the right to object or to be heard at the Fairness Hearing and shall be  
9 forever barred from making any objection to the proposed Settlement or to Settlement Class  
10 Counsel's motion for attorneys' fees, costs, and service awards. Any Settlement Class Member  
11 who objects to the Settlement shall nevertheless be entitled to all benefits of the Settlement if it is  
12 approved and becomes final. The Settlement Administrator shall promptly after receipt provide  
13 copies of any objections, including any related correspondence, to Settlement Class Counsel and  
14 AT&T's Counsel.

### 15 **Fairness Hearing**

16 29. The Court will hold a Fairness Hearing on **August 19, 2021 at 1:30 p.m.**, in the  
17 United States District Court for the Northern District of California, Courtroom 5, 17th Floor, 450  
18 Golden Gate Avenue, San Francisco, CA, 94102. The purposes of the Fairness Hearing will be  
19 to: (i) determine whether the proposed Settlement Agreement should be finally approved by the  
20 Court as fair, reasonable, adequate, and in the best interests of the Settlement Class; (ii) determine  
21 whether judgment should be entered pursuant to the Settlement Agreement, dismissing the Action  
22 with prejudice and releasing all Released Claims; (iii) determine whether the Settlement Class  
23 should be finally certified; (iv) rule on Settlement Class Counsel's motion for attorneys' fees,  
24 costs and service awards; (v) consider any properly filed objections; and (vi) consider any other  
25 matters necessary in connection with the final approval of the Settlement Agreement.

26 30. By no later than fifteen (15) days after the Notice Date, Plaintiffs and Settlement  
27 Class Counsel shall file their: (a) motion for final approval of the Settlement Agreement; and (b)  
28 motion for attorneys' fees, costs, and service awards. Promptly after they are filed, these

1 document(s) shall be posted on the Settlement Website.

2 31. By no later than fourteen (14) days before the Fairness Hearing, the Parties shall  
3 file any responses to any Settlement Class Member objections and any replies in support of final  
4 settlement approval and/or in support of Settlement Class Counsel's motion for attorneys' fees,  
5 costs, and service awards.

6 32. The Court may, in its discretion, modify the date and/or time of the Fairness  
7 Hearing, and may order that this hearing be held remotely or telephonically. In the event the  
8 Court changes the date, time, and/or the format of the Fairness Hearing, the Parties shall ensure  
9 that the updated information is posted on the Settlement Website.

10 33. Only Settlement Class Members who have submitted timely and valid objections,  
11 in accordance with the requirements of this Preliminary Approval Order, may be heard at the  
12 Fairness Hearing.

13 34. If the Settlement Agreement, including any amendment made in accordance  
14 therewith, is not approved by the Court or shall not become effective for any reason whatsoever,  
15 the Settlement Agreement and any actions taken or to be taken in connection therewith (including  
16 this Preliminary Approval Order and any judgment entered herein), shall be terminated and shall  
17 become null and void and of no further force and effect except for (i) any obligations to pay for  
18 any expense incurred in connection with Notice and administration as set forth in the Settlement  
19 Agreement, and (ii) any other obligations or provisions that are expressly designated in the  
20 Settlement Agreement to survive the termination of the Settlement Agreement.

21 35. Other than such proceedings as may be necessary to carry out the terms and  
22 conditions of the Settlement Agreement, all proceedings in the Action are hereby stayed and  
23 suspended until further order of this Court.

24 36. Pending final determination of whether the Settlement Agreement should be  
25 finally approved, Plaintiffs and all Settlement Class Members are barred and enjoined from filing,  
26 commencing, prosecuting, or enforcing any action against the Released Parties insofar as such  
27 action asserts Released Claims, directly or indirectly, in any judicial, administrative, arbitral, or  
28 other forum. This bar and injunction is necessary to protect and effectuate the Settlement

1 Agreement and this Preliminary Approval Order, and this Court’s authority to effectuate the  
 2 Settlement, and is ordered in aid of this Court’s jurisdiction.

3 37. This Preliminary Approval Order, the Settlement Agreement, and all negotiations,  
 4 statements, agreements, and proceedings relating to the Settlement, and any matters arising in  
 5 connection with settlement negotiations, proceedings, or agreements shall not constitute, be  
 6 described as, construed as, offered or received against AT&T or the other Released Parties as  
 7 evidence or an admission of: (a) the truth of any fact alleged by Plaintiffs in the Action; (b) any  
 8 liability, negligence, fault, or wrongdoing of AT&T or the Released Parties; or (c) that this Action  
 9 or any other action may be properly certified as a class action for litigation, non-settlement  
 10 purposes.

11 38. The Court retains jurisdiction over this Action to consider all further matters  
 12 arising out of or connected with the Settlement, including enforcement of the Release provided  
 13 for in the Settlement Agreement.

14 39. The Parties are directed to take all necessary and appropriate steps to establish the  
 15 means necessary to implement the Settlement Agreement according to its terms should it be  
 16 finally approved.

17 40. The Court may, for good cause, extend any of the deadlines set forth in this  
 18 Preliminary Approval Order without further notice to Settlement Class Members. Without further  
 19 order of the Court, the Parties may agree to make non-material modifications in implementing the  
 20 Settlement that are not inconsistent with this Preliminary Approval Order.

21 41. The following chart summarizes the dates and deadlines set by this Preliminary  
 22 Approval Order:


Last day for AT&T to provide the Customer Data to the Settlement Administrator	<b>14 days after entry of Preliminary Approval Order</b>
Notice Date	<b>45 days after entry of Preliminary Approval Order</b>
Last day for Plaintiffs and Settlement Class Counsel to file motion for final approval of the Settlement, and motion for attorneys’ fees, costs and service awards	<b>15 days after Notice Date</b>

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Exclusion/Objection Deadline	<b>60 days after Notice Date</b>
Last day for the Parties to file any responses to objections, and any replies in support of motion for final settlement approval and/or Settlement Class Counsel’s application for attorneys’ fees, costs and service awards	<b>14 days before Fairness Hearing</b>
Claim Deadline (Group B)	<b>90 days after Notice Date</b>
Fairness Hearing	<b>August 19, 2021 at 1:30 PM</b>

IT IS SO ORDERED.

Date: March 31, 2021

  
 \_\_\_\_\_  
 Hon. Edward M. Chen  
 United States District Judge