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10 **UNITED STATES DISTRICT COURT**
 11 **EASTERN DISTRICT OF CALIFORNIA**

12 CITY OF LOS ANGELES ex rel. RICHARD
 13 KNUDSEN,

14 Plaintiff,

15 v.

16 NEW CINGULAR WIRELESS NATIONAL
 17 ACCOUNTS, LLC dba CINGULAR
 18 WIRELESS, NOW KNOWN AS AT&T
 19 MOBILITY NATIONAL ACCOUNTS LLC; and
 20 DOES 21-30,

21 Defendants.

22 CASE NO. 2:17-cv-00816-TLN-AC

23 **STIPULATED SETTLEMENT APPROVAL**
 24 **AND DISMISSAL ORDER**

25 **Judge: Hon. Troy L. Nunley**
 26 **Trial Date: None set**

1 **STIPULATED SETTLEMENT APPROVAL AND DISMISSAL ORDER**

2 The City of Los Angeles, Relator Richard Knudsen, Defendant New Cingular Wireless
3 National Accounts, LLC d/b/a/ Cingular Wireless, Now Known as AT&T Mobility National
4 Accounts LLC (“AT&T”), and Relator’s counsel hereby stipulate and agree as follows:

5 WHEREAS, in 2005, California issued eRFP 5014 seeking submissions from wireless
6 carriers for contracts to provide wireless services to the state and political subdivisions, including the
7 City;

8 WHEREAS, in 2006, the Western States Contracting Alliance (“WSCA”), acting by and
9 through the State of Nevada, awarded AT&T Contract #1523 and Contract #1907 (collectively, the
10 “WSCA Contracts”) for the purchase of wireless equipment and services;

11 WHEREAS, the State of California and AT&T executed a Participating Addendum to the
12 WSCA Contracts, Master Price Contract #7-11-70-17 (the “California Participating Addendum”),
13 which incorporated the terms of the WSCA Contracts and (at times) California DGS RFO 1070;

14 WHEREAS, on March 1, 2007 (No. 58674), and May 1, 2013 (No. 59468) the City of Los
15 Angeles entered into contracts with AT&T for the purchase of wireless equipment and services (the
16 “City Contracts”). Collectively, the WSCA Contracts, the California Participating Addendum, and
17 the City Contracts, are referred to as the “Wireless Contracts”.

18 WHEREAS, on or about September 27, 2013, Relator filed a qui tam action under the
19 California False Claims Act in the Superior Court of California for Los Angeles County, Case No.
20 BC521567, naming AT&T as a defendant (the “Action”);

21 WHEREAS, on or about September 9, 2016, the City intervened in the Action and filed a
22 Complaint-in-Intervention (the “Complaint”), alleging causes of action for violation of the California
23 False Claims Act, Breach of Contract, violation of the Unfair Competition Law, and Unjust
24 Enrichment;

25 WHEREAS, the Action was removed to federal court and subsequently transferred to this
26 Court, and is currently pending as Case No. 2:17-cv-00816-TLN-AC;

27 WHEREAS, the Action alleges AT&T failed to comply with the Wireless Contracts with
28 respect to provisions that the City alleges required AT&T to provide the City with rate plan

1 optimization reports and with wireless services at the lowest cost available when the City purchased
2 wireless services from AT&T pursuant to the Wireless Contracts (the “Covered Conduct”);

3 WHEREAS, on October 29, 2019, the Court granted AT&T’s motion to dismiss the City’s
4 unjust enrichment claim under Rule 12(b)(6) and denied the remainder of AT&T’s motion to dismiss
5 under Rules 9 and 12;

6 WHEREAS, Relator’s counsel have asserted claims for statutory attorney’s fees under the
7 California False Claims Act against AT&T;

8 WHEREAS, AT&T denies any and all liability, contends that all claims against it have no
9 merit and are subject to numerous legal and factual defenses, and denies all allegations made in the
10 Complaint and the Action against it;

11 **WHEREAS**, the Parties, after several months of settlement discussions, have agreed to
12 resolve any and all claims the City, Relator, and Relator’s counsel may have against AT&T related to
13 the Covered Conduct, so as to avoid the need for further protracted and costly litigation;

14 **WHEREAS**, to avoid the delay, inconvenience and expense of protracted litigation of the
15 claims in the Action, and in consideration of the mutual promises and obligations of the City, Relator,
16 Relator’s counsel, and AT&T contained in the Settlement Agreements, the Parties have agreed to
17 settle this litigation on the terms set forth in the Settlement Agreements attached as Exhibit 1 and 2
18 (the “Settlement Agreements”).

19 NOW THEREFORE, the parties stipulate and agree as follows:

20 1. The terms of the Settlement Agreements are appropriate under the allegations of this
21 action, taking into account the best interests of the parties involved and the public purposes behind
22 the False Claims Laws. Further, the terms of the Settlement Agreements are fair, adequate, and
23 reasonable, and were reached in good faith;

24 2. The City, AT&T, Relator, and Relator’s counsel are bound by the terms of the
25 Settlement Agreements, including specifically the releases contained herein;

26 3. This Action is hereby DISMISSED WITH PREJUDICE.

27 4. The Court shall retain jurisdiction to resolve any dispute arising between and among
28 the parties under the Settlement Agreements, including but not limited to any disputes between the

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ORDER

IT IS SO ORDERED.

Dated: May 10, 2022



Troy L. Nunley
United States District Judge