

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

HONORABLE ROBERT S. LASNIK

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

<b>KRISTINA CHETWOOD and SANDRA CASTELLON-GONZALEZ</b> , individually, and on behalf of others similarly situated,	)	CASE NO.
	)	2:19-cv-00458-RSL
	)	
Plaintiffs,	)	<b>ORDER GRANTING PLAINTIFFS’</b>
v.	)	<b>UNOPPOSED MOTION FOR</b>
	)	<b>PRELIMINARY APPROVAL OF</b>
<b>T-MOBILE USA, INC.</b>	)	<b>CLASS/COLLECTIVE ACTION</b>
	)	<b>SETTLEMENT, APPROVAL OF</b>
Defendant.	)	<b>CLASS NOTICE, AND SETTING</b>
	)	<b>FINAL APPROVAL HEARING</b>

**ORDER**

This matter has come before the Court on the unopposed motion by Plaintiffs Kristina Chetwood, Sandra Castellon-Gonzalez, Paul Rose, Jairo Marquez, Samantha Stephens, Richard Nedbalek, and Briana White (“Plaintiffs”), on behalf of themselves and similarly situated employees of Defendant T-Mobile USA, Inc. (“Defendant”) (together, the “parties”), for preliminary Approval of the parties’ class and collective action Settlement Agreement pursuant to Rule 23(e) of the Federal Rules of Civil Procedure and 29 U.S.C section 201, *et seq.* (Dkt. # 98).<sup>1</sup>

<sup>1</sup> Plaintiffs’ motion to file an over-length brief for its unopposed motion for preliminary approval (Dkt. # 96) is GRANTED in the interest of providing plaintiffs sufficient space to adequately brief the motion’s merits.

ORDER GRANTING PLAINTIFFS’  
UNOPPOSED MOTION FOR PRELIMINARY  
APPROVAL  
[CASE NO. 2:19-CV-00458-RSL]

1 Plaintiffs, without opposition by Defendant, seek an Order (1) preliminarily certifying the  
2 class and collective claims for settlement purposes only under the Federal Rules of Civil  
3 Procedure, Rule 23 (“Rule 23”), and 29 U.S.C. §§ 201, *et seq.*; (2) preliminarily approving the  
4 parties’ Settlement; (3) preliminarily appointing Plaintiffs as the representatives of, and as counsel  
5 (“Class Counsel”) for, the Settlement Class Members; (4) approving the parties’ proposed form  
6 for providing Notice of the Settlement to the Settlement Class Members and the form of the Opt-  
7 Out Request for those Settlement Class Members wishing to be excluded from the Settlement; and  
8 (5) scheduling a hearing on the final approval of the Settlement and approval of the application of  
9 Class Counsel and Plaintiffs for their requested attorneys’ fees, costs, and service awards.

10 The Court’s scrutiny of the proposed settlement is as rigorous at the preliminary approval  
11 stage as at the final approval stage. *See Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1036-37 (N.D.  
12 Cal. 2016). Having considered the papers filed in support of the motion, the arguments of counsel,  
13 and the law, the Court now enters this Order and FINDS, CONCLUDES, and ORDERS as follows:

14 1. All initial-capped terms contained herein, unless otherwise defined, shall have the same  
15 definitions as set forth in the Settlement Agreement, which is attached as Exhibit A to Plaintiff’s  
16 unopposed motion for preliminary approval.

17 2. The Court hereby conditionally certifies the Settlement Class, and conditionally finds  
18 that, solely for the purposes of approving this Settlement and for no other purpose and with no  
19 other effect on this litigation, the Settlement Class meets the requirements for certification under  
20 Rule 23(a), (b), and (e). Accordingly, for purposes of approving this Settlement under Rule 23(a)  
21 and (b)(3), and 29 U.S.C. § 216(b), the Court finds, for the reasons explained in the unopposed  
22 motion for preliminary approval: (a) the Settlement Class Members are ascertainable and so  
23 numerous that joinder of all members is impracticable; (b) there are questions of law or fact  
24 common to the Settlement Class Members; (c) certain claims of the Named Plaintiffs are typical  
25 of the claims of the Settlement Class Members; (d) the Named Plaintiffs and Class Counsel will  
26 fairly and adequately protect the interests of the Settlement Class Members; (e) questions of law

1 and fact common to the Settlement Class Members predominate over individual questions; and (f)  
2 a class action is superior to the other available methods for an efficient resolution of this  
3 controversy in the context of settlement.

4 3. The Court therefore conditionally certifies, for settlement purposes only and pursuant  
5 to Rule 23(a) and (b)(3) of the Federal Rules of Civil Procedure and 29 U.S.C. §§ 201, *et seq.*, the  
6 following Settlement Class:

7 All current and former employees who worked at a Legacy T-Mobile call center in  
8 the United States in a position that contains the terms Associate Expert, Expert,  
9 Senior Expert, CSR 1, CSR 2, or CSR 3, and who fall within one or both of the  
10 following two categories: (a) previously received and timely returned a signed  
11 “Consent to Join Lawsuit” form indicating their intent to join the FLSA Collective;  
and/or (b) worked in such a position between April 23, 2017, and *[date preliminary  
approval motion is granted]* in Colorado, Missouri, New Mexico, Oregon, or  
Washington State.

12 4. The Court has considered the factors set forth in *Hanlon v. Chrysler Corp.*, 150 F.3d  
13 1011, 1026 (9th Cir. 1998), including the strength of the allegations set forth in Plaintiffs’ First  
14 Amended Complaint; the strength of Defendant’s defenses to those claims; the risk, expense,  
15 complexity, and likely duration of further litigation; the risk of obtaining and/or maintaining class  
16 and collective action status throughout the litigation; the extent of discovery completed and stage  
17 of the proceedings; the experience and views of counsel; the presence and/or absence of a  
18 governmental participant; and the amount offered in settlement of the claims. Based on these  
19 considerations, and for the reasons explained in the unopposed motion for preliminary approval,  
20 the Court finds that, for purposes of preliminary approval, the proposed Settlement Agreement is  
21 fair on its face. The Court therefore finds, on a preliminary basis, that the proposed terms of the  
22 Settlement Agreement set forth in Exhibit A to Plaintiff’s unopposed motion for preliminary  
23 approval are reasonable, and grants preliminary approval of the proposed Settlement.

24 5. The Court also finds, on a preliminary basis, that the Settlement is fair and reasonable  
25 to the Settlement Class Members when balanced against the probable outcome of further litigation  
26 relating to class and collective action certification, liability, and damages issues, and potential  
appeals of rulings. The Court further finds that significant investigation, research, litigation, and

1 formal and informal discovery have been conducted such that counsel for the parties are able to  
2 reasonably evaluate their respective positions. The Court further finds that settlement at this time  
3 will avoid substantial costs, delay, and risks that would be presented by the further prosecution of  
4 the litigation.

5 6. Based on a review of the papers submitted by the parties, the Court finds that the  
6 Settlement Agreement is the result of arms-length negotiations conducted after Class Counsel had  
7 adequately investigated the claims and become familiar with the strengths and weaknesses of the  
8 claims. The assistance of an experienced mediator in the settlement process supports the Court's  
9 conclusion that the proposed settlement is non-collusive. The Court finds on a preliminary basis  
10 that the Settlement is within the range of reasonableness of a settlement that could ultimately be  
11 given final approval by this Court, and hereby grants preliminary approval of the Settlement.

12 7. The Court conditionally appoints Plaintiffs Kristina Chetwood, Sandra Castellon-  
13 Gonzalez, Paul Rose, Jairo Marquez, Samantha Stephens, Richard Nedbalek, and Briana White to  
14 represent the Settlement Class Members for settlement purposes only.

15 8. The Court conditionally appoints Kevin J. Stoops and Charles R. Ash, IV of Sommers  
16 Schwartz, P.C., and Adam J. Berger of Schroeter, Goldmark & Bender, as Class Counsel for the  
17 Settlement Class Members for settlement purposes only.

18 9. The Court appoints Rust Consulting as the Settlement Administrator and preliminarily  
19 approves the allocated Settlement Administration Costs. The Settlement Administrator will  
20 prepare final versions of the Notice and Opt-Out Request forms, incorporating the relevant dates  
21 and deadlines set forth in this Order and the Settlement Agreement, and will carry out the notice  
22 procedures set forth in the Settlement Agreement.

23 10. The Court concludes that the form of Notice at Exhibit D to the Settlement Agreement,  
24 as well as the procedure set forth in the Settlement Agreement for providing notice to the  
25 Settlement Class Members, will provide the best notice practicable under the facts and  
26 circumstances of this case with the following modification: the initial sending of the Notice and

1 Opt-Out Request forms to the Settlement Class Members should occur not only via U.S. Mail, but  
2 also via email to personal email address, where such personal email addresses are available. There  
3 is no alternative method of notice that would be more practical or more likely to notify Settlement  
4 Class Members of the terms of the Settlement. The Notice to the Settlement Class fairly, plainly,  
5 accurately, and reasonably informs Settlement Class Members of: (a) the nature of the Action, the  
6 definition of the Settlement Class Members, the identity of Class Counsel, and the essential terms  
7 of the Settlement Agreement, including the plan of allocation of the Net Settlement Amount into  
8 Individual Settlement Awards; (b) the Named Plaintiffs' and Class Counsel's applications for the  
9 Named Plaintiffs' and the two Initial Opt-In Plaintiffs' Incentive Awards, and Class Counsel's  
10 request for attorneys' fees and litigation costs; (c) how to participate in and receive proceeds under  
11 the Settlement; (d) how to object to or request exclusion from the Settlement; and (e) how to obtain  
12 additional information regarding the Action and the Settlement. The Court thus finds that the  
13 notice requirements for class and collective actions are satisfied.

14 11. In the event that the Effective Date of the Settlement Agreement occurs: all Settlement  
15 Class Members will be deemed to have forever released and discharged the claims set forth in  
16 paragraph 4 of the Settlement Agreement (the "Released Claims"); and all Settlement Class  
17 Members who cash an Individual Settlement Award will be deemed to have forever released and  
18 discharged the FLSA claims as set forth in the Settlement Agreement.

19 12. Any Settlement Class Member who intends to object to final approval of the Settlement  
20 or Class Counsel's motion for fees and costs must submit an objection to the Settlement  
21 Administrator within 60 calendar days following the mailing of the Class Notice and in the manner  
22 set forth in the Settlement Agreement and Notice. If a Class Member opts out of the Settlement  
23 after timely filing and serving an objection, then his/her objection will be moot. However, Class  
24 Members who timely file and serve an objection may be heard at the Final Approval Hearing,  
25 either personally or through their counsel.  
26

1           13. The parties and Settlement Administrator are ordered to provide notice of the  
2 Settlement to the Settlement Class Members according to the terms of paragraph 11(c) of the  
3 Settlement Agreement and in conformity with this Order, including:

- 4           a) No more than fourteen (14) calendar days after entry of the Preliminary Approval  
5 Order, Defendant shall provide the names, the most current mailing addresses and  
6 personal email addresses (*i.e.*, not a “@T-Mobile.com” email address) in its records  
7 for each Settlement Class Member to the Settlement Administrator.
- 8           b) No more than fourteen (14) calendar days after receiving the contact information for  
9 the Settlement Class Members, the Settlement Administrator shall send the Notice  
10 and Opt-Out Request forms to the Settlement Class Members via U.S. Mail and via  
11 email to personal email address, where such personal email addresses are available.
- 12           c) The Notice will inform the Settlement Class Members that unless they file a request  
13 to be excluded from the Settlement within 60 days after the mailing of the Notice:  
14 they will become Settlement Class Members; they will receive Individual Settlement  
15 Awards under the Agreement; they will be bound by the release of claims set forth  
16 in the Notice and the Settlement Agreement; and if they cash their Individual  
17 Settlement Award check, they will thereby opt into the FLSA Settlement Collective  
18 and release the FLSA claims.
- 19           d) The Class Notice will inform Class Members of their right to request exclusion from  
20 the Settlement and the procedure for doing so.
- 21           e) The Class Notice will inform Class Members of their right to object to the Settlement  
22 and the procedure for doing so.
- 23           f) The Class Notice shall include a general explanation for how the Individual  
24 Settlement Awards will be calculated, including the consideration given to the  
25 number of pay periods in which each Settlement Class Member worked more than  
26

1           eighty (80) hours in a covered position and/or worked in a covered position in  
2           Colorado, Missouri, Oregon, New Mexico, and Washington.

3           g)    If any Notice mailed to any Settlement Class Member is returned as undeliverable,  
4           the Settlement Administrator will attempt one trace to locate a correct address and,  
5           if located, will make a second attempt at mailing the Class Notice or, if not located  
6           and a personal email address is available, will send a Class Notice to the Settlement  
7           Class Member's personal email address. If the Notice is again returned as  
8           undeliverable, no further attempts at delivery will be necessary. All Class Members'  
9           names and postal mail addresses obtained through these sources shall be protected  
10          as confidential and not used for purposes other than the notice and administration of  
11          this Settlement. The address determined by the Settlement Administrator as the  
12          current mailing address shall be presumed to be the best mailing address for each  
13          Class Member.

14          h)    The Settlement Administrator shall maintain a log detailing the instances Class  
15          Notices are returned as undeliverable, re-mailed, emailed, and, when applicable,  
16          returned again. The re-mailing or emailing of the Class Notice will not extend the  
17          deadline for objecting to or requesting exclusion from the Settlement.

18          14.    All proceedings and all litigation of the Action, other than those pertaining to the  
19          administration of the Settlement, are stayed pending the Final Approval Hearing.

20          15.    The Named Plaintiffs and the Settlement Class Members are prohibited and enjoined  
21          from prosecuting any Released Claims against Defendant pending the Final Approval Hearing.

22          16.    The requested preliminary approval of the Settlement and the certification of the  
23          Settlement Class are undertaken on the condition that they shall be vacated if the Settlement  
24          Agreement is terminated or disapproved in whole or in part by the Court, or any appellate court  
25          and/or other court of review in which event the Settlement Agreement, and the fact that it was  
26          entered into, shall not be offered, received, or construed as an admission or as evidence for any

1 purpose, including but not limited to an admission by any party of liability or non-liability or of  
2 the certifiability of a litigation class or the appropriateness of maintaining a representative action.

3 17. The Court will conduct a Final Approval Hearing on October 22, 2021, at 11:00 a.m.,  
4 where it will make a determination on: (i) whether the proposed Settlement is fair, reasonable, and  
5 adequate and should be finally approved by the Court; (ii) the amount of attorneys' fees and costs  
6 that should be awarded to Class Counsel; and (iii) the amount of the Incentive Awards that the  
7 Named Plaintiffs and the Initial Opt-In Plaintiffs should receive. The Court reserves the right to  
8 adjust the date of the Final Approval Hearing and related deadlines without further notice to the  
9 Settlement Class Members.

10 18. Plaintiffs' Motion for Final Approval of the Settlement, and Class Counsel's motion  
11 for an award of attorneys' fees and costs, will be filed prior to the Class Notice being distributed,  
12 and the parties and the Settlement Administrator will comply with the following schedule for the  
13 Settlement Administration and final approval process, based on a preliminary approval date of  
14 June 1, 2021 (with the dates to be adjusted accordingly based on the date of this Order and the date  
15 of the Final Approval Hearing, and if any date falls on a Saturday, Sunday, or legal holiday, the  
16 actual date shall be the next day that is not a Saturday, Sunday, or legal holiday):

<b>Due Date</b>	<b>Activity</b>
June 1, 2021	Order Granting Plaintiffs' Unopposed Motion for Preliminary Approval
June 15, 2021	Defendant provides the Class Information for the Class Members to Settlement Administrator (14 days from Preliminary Approval) (proposed dates based on Order Granting Preliminary Approval being entered on June 1, 2021)
June 29, 2021	Settlement Administrator to mail Class Notice to the Class Members. (No later than 28 days from preliminary approval)
August 14, 2021	Deadline for Class Counsel to File Motion for Approval of Attorneys' Fees and Costs and Class Representative Service Award ("Fees Motion") and Declaration from Administrator, and Class Counsel in support  To be noted for hearing on Date of Final Approval Hearing

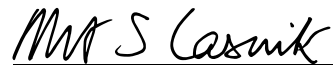


1 2 3 4 5 6 7 8 9 10	August 28, 2021	Last day for Class Members to Object to the Settlement (60 days from Initial Mailing of Class Notice)
	August 28, 2021	Last day for Class Members to submit an Opt-Out Request (60 Days from Initial Mailing of Class Notice).
	September 20, 2021	Deadline for Class Counsel to File Motion for Final Approval of the Settlement, Declaration from Administrator, and Supplemental Documents for Fees Motion (within 30 days after the deadline for Settlement Class Members to submit Objections and Opt-Out Requests, unless otherwise extended to within 45 days pursuant to Paragraph 10(c) of the Settlement Agreement and with approval of the Court to adjust date of Final Approval Hearing; and at least 21 days before Final Approval Hearing)
		To be noted for hearing on October 12, 2021
	October 22, 2021	Date for Final Approval Hearing (11:00 a.m.)

11 19. In the event the Settlement is not finally approved, or otherwise does not become  
12 effective in accordance with the terms of the Settlement Agreement, this Order shall be rendered  
13 null and void and shall be vacated, and the parties shall revert to their respective positions as of  
14 before entering into the Settlement Agreement. The Court's findings are for purposes of certifying  
15 a settlement class and to settle the matter and will not have any claim or issue preclusion or estoppel  
16 effect in any other action against Defendant, or in this action, if the Settlement is not finally  
17 approved.<sup>2</sup>

18 **IT IS SO ORDERED.**

19  
20  
21 Dated: June 1, 2021

  
HON. ROBERT S. LASNIK  
United States District Judge

22  
23  
24  
25  
26

---

<sup>2</sup> Plaintiffs' motion to file an over-length brief for its unopposed motion for preliminary approval (Dkt. # 96) is also GRANTED.