

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JONATHAN MARTINEZ and RAQUEL)
SAUCEDO, and individually and on behalf of)
a class of persons similarly situated,)

Plaintiffs,)

v.)

T-MOBILE LIMITED, a/k/a WIRELESS)
VISION, LLC; WIRELESS VISION,)
ST, LOUIS, LLC; WIRELESS VISION)
HOLDINGS, LLC; MARK DENHA; SABER)
AMMORI, and OMAR AMMORI)

Defendants.)

Case No. 16 CV 7020

Judge Kocoras
Magistrate Judge Cox

ORDER OF PRELIMINARY APPROVAL OF SETTLEMENT

THE MATTER CAME BEFORE THE COURT on the parties’ Joint Motion For Approval Of Settlement, and the Court having considered the papers submitted to the Court and proceedings to date;

THE COURT FINDS AS FOLLOWS:

1. The parties’ Joint Motion For Approval Of Settlement is GRANTED.
2. The Court finds, for settlement purposes only, that the collective action certification requirements of 29 U.S.C. § 216(b) are satisfied with respect to the stipulated class set forth in the Settlement Agreement; therefore, the Court certifies the collective for settlement purposes only.
3. The Court finds, for settlement purposes only, that the stipulated class set forth in the Settlement Agreement meets the requirements of Fed. R. Civ. P. 23 for purposes of this Illinois class; therefore, the Court certifies the Illinois Class for settlement purposes only. The collective

and the Rule 23 class are referred to herein interchangeably as “the Class”, and its members as “Class Members”.

4. The Court finds on a preliminary basis that the settlement (“Settlement”) memorialized in the Settlement Agreement is fair, reasonable and adequate, and therefore, meets the requirements for preliminary approval.

5. The Court appoints Jonathan Martinez and Raquel Saucedo as the Class Representatives as requested by the Complaint, and the Court appoints Glen Dunn, Jr., Esq. and Jeffrey Grant Brown, Esq., 221 North LaSalle Street, Suite 1414, Chicago, Illinois 60601 as Class Counsel.

6. The Court appoints DAHL CLASS ADMINISTRATION, LLC, 6465 Wayzata Blvd, Suite 420, Minneapolis MN 55426 as the Claims Administrator.

7. The Court approves as to form and content the proposed Notice Packets attached to the Settlement Agreement as Exhibit 1. Further, the Court finds that the procedures for notifying the Class Members about the Settlement as described in the Settlement Agreement provide the best notice practicable under the circumstances, and, when completed, shall constitute *de facto* and sufficient notice of the proposed Settlement and the Final Approval Hearing to all persons and entities affected by and/or entitled to participate in the Settlement, in full compliance with the notice requirements of 29 U.S.C. § 216(b), Fed. R. Civ. P. 23, due process, the Constitution of the United States of America, the laws of the State of Illinois, and all other applicable laws. The Notices are accurate, objective, and informative and provide the Class Members with all of the information necessary to make an informed decision regarding their participation in the Settlement and its fairness.

8. A hearing for purposes of determining whether the Settlement should be finally approved shall be held before this Court on the 3rd day of May 2018 at 9:30 a.m., in Courtroom

2325 of the United States District Court for the Northern District of Illinois, Eastern Division, 219 S. Dearborn Street, Chicago, Illinois. At the hearing, the Court will hear any arguments concerning whether the Settlement is fair, reasonable and adequate and should be finally approved by the Court.

9. Pending the Court's decision on final approval of the Settlement and entry of the Court's Final Approval Order, the Named Plaintiffs and all Class Members and anyone acting on behalf of any the Named Plaintiffs and any Class Member shall be barred and enjoined from: (a) further litigation in this case; and (b) filing, or taking any action directly or indirectly, to commence, prosecute, pursue or participate on an individual or class or collective action basis any action, claim or proceeding against Defendants in any forum in which any of the released claims (as set forth in the Settlement Agreement) are asserted, or which in any way would prevent such claims from being extinguished.

10. Any Class Member who wishes to object to the terms of the Settlement must do so in writing to the Claims Administrator and file with the Clerk of Court for this Court no later than the dates specified in the applicable Notice Packet, in the manner prescribed by the Notice Packet.

11. Any Class Member who wishes to be excluded from the Settlement Class and not participate in the Settlement must complete and mail the Opt-out Form to the Claims Administrator no later than the date specified and in the manner specified in the applicable Notice Packet.

12. All Class Members who receive the Notice Packet who fail to exercise their right to opt-out of the Settlement by submitting a written request to Opt-out in the manner set forth in the Notice Packet shall be bound by all determinations and orders in this action concerning the Settlement, whether favorable or unfavorable to the Settlement Class.

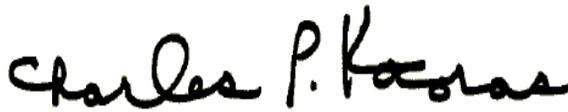
13. Any Class Member who submits the FLSA Opt-in Form will be represented by Class Counsel. Any Class Member who does not submit the FLSA Opt-in Form and who properly objects to the Settlement may enter an appearance in this action, at his or her own expense, individually or through counsel of his or her choice.

14. Any Class Member who does not opt-in and who objects may appear at the Final Approval Hearing and show cause, if he or she has any, why the Settlement of this action should or should not be approved as fair, reasonable, and adequate, or why an order finally approving the Settlement of this action should or should not be entered, or why attorney's fees should or should not be awarded to Class Counsel, or why the Named Plaintiffs should or should not receive extra compensation by way of the agreed upon service awards; provided, however, that no Class Member or any other person shall be heard or entitled to contest the approval of the terms and conditions of the Settlement, or, if approved, the Final Approval Order to be entered, unless that person has, no later than the deadline set forth in the applicable Notice Packet served the Claims Administrator and the Clerk of Courts of this Court with a written objection and copies of any papers and briefs in support thereof explaining the basis of the objection. The Claims Administrator shall cause to be filed copies of the same with the Clerk of Court. All timely and properly submitted objections shall be considered and ruled upon by the Court at the Final Approval Hearing. Any Class Member who does not request exclusion and properly object shall be deemed to have waived such objection and shall be forever be foreclosed from making any objection to the fairness and adequacy of the Settlement and any award of attorney's fees and costs awarded to Class Counsel, unless otherwise ordered by the Court.

15. In the event that the Settlement, or modified settlement, is not finally approved, the Settlement and the Settlement Agreement shall be deemed null and void and shall have no effect whatsoever.

16. The parties are to carry forward the Settlement according to the terms of the Settlement Agreement. IT IS SO ORDERED.

DATED: 2/20/2018

A handwritten signature in black ink that reads "Charles P. Kocoras". The signature is written in a cursive style with a horizontal line underneath it.

Honorable Charles P. Kocoras
United States District Judge