

FILED
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KING COUNTY
SUPERIOR COURT CLERK
E-FILED
CASE #: 25-2-14873-4 SEA

The Honorable David Whedbee
Noted for: May 13, 2026
Without Oral Argument

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

RORY LOWE, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

T-MOBILE USA, INC., a foreign profit corporation doing business as T-MOBILE, TUX RESEARCH, VOICESTREAM WIRELESS HOLDING CORPORATION, and VOICESTREAM WIRELESS HOLDING CORP; T-MOBILE CENTRAL LLC, a foreign limited liability company; T-MOBILE FINANCIAL LLC, a foreign limited liability company doing business as T-MOBILE, T-MOBILE FINANCIAL, LLC, T-MOBILE FINANCIAL, L L C, T-MOBILE LEASING LLC, and T-MOBILE FINANCIAL 300F TRUCK; T-MOBILE LEASING LLC, a foreign limited liability company doing business as T-MOBILE, T-MOBILE LEASING, LLC, T-MOBILE LEASING, L L C, T-MOBILE LEASING LLC (MOBILE SHOWROOM), T-MOBILE WEST 300F TRUCK, T-MONILE WEST LLC, WIRELESS VISION LLC, and ATTN: LICENSING T-MOBILE LEASING LLC; T-MOBILE RESOURCES LLC, a foreign limited liability company doing business as PCS WIRELESS SYSTEMS PURCHASING CORPORATION; T-MOBILE WEST LLC, a

No. 25-2-14873-4 SEA

**ORDER GRANTING PLAINTIFF'S
UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

[CLERK'S ACTION REQUIRED]

ORDER GRANTING PLAINTIFF'S UNOPPOSED
MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT - 1

No. 25-2-14873-4 SEA

JUDGE DAVID WHEDBEE
King County Superior Court
516 – Third Avenue, E-201
Seattle, WA 98104

foreign limited liability company doing business as T-MOBILE, TMOBILE WEST, TMOBILE WEST LLC, T-MOBILE WEST, LLC, TMOBILE WEST CORPORATION, T-MOBILE WEST LLC 8700 VAN MALL DR, T MOBILE WEST CORP DBA T MOBILE, T-MOBILE (SITE #SE3551), T-MOBILE WIRELS SITE#SE03556, T-MOBILE WEST 300F TRUCK, T-MOBILE WEST LLC – 164TH AVE, T-MOBILE WEST L L C, T-MOBILE WEST. LLC, and T-MOBILE WEST LLC 8815 VAN MALL DR; and DOES 1-20, as yet unknown Washington entities,

Defendants.

THIS MATTER came before the Court on Plaintiff Rory Lowe’s Unopposed Motion for Preliminary Approval of Class Action Settlement (“Unopposed Motion”). The Court considered the Unopposed Motion, the supporting Declaration of Timothy W. Emery, the exhibits therein, and the files and records on file.

The Class Settlement Agreement (“Settlement Agreement”), attached to the Declaration of Timothy W. Emery in Support of the Unopposed Motion as Exhibit 1, provides that the Parties agree to settle on a class-wide basis.

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

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

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

3. The Court approves, as to form, content, and method of delivery of, the Notice of Class Action Settlement (“Notice”) and Claim Form attached to the Settlement Agreement as

1 Exhibits A-B, respectively.

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

3 Plaintiff and all individuals who, from January 1, 2023, through the
4 date of preliminary approval (the “Class Period”), applied for a
5 regular job opening in the State of Washington with one or more of
6 T-Mobile USA, Inc.; T-Mobile Central LLC; T-Mobile Financial
7 LLC; T-Mobile Leasing LLC; T-Mobile Resources LLC; or T-
8 Mobile West LLC (collectively, “Defendants”), through a job
9 posted on one or more of Defendants’ websites or an authorized
10 third-party recruiting platform, where the job posting did not
11 disclose the wage scale or salary range and/or a general description
12 of the benefits and other compensation to be offered to the hired
13 applicant, and who did not sign an arbitration agreement with one or
14 more of Defendants.

15 5. The Court approves the settlement amount of a minimum of \$1,409,027.25
16 (“Minimum Settlement Fund”) to a maximum of \$2,137,500.00 (“Maximum Settlement Fund”).
17 The actual amount Defendants will pay will be determined by the number of Settlement Class
18 Members who submit valid and timely Claim Forms (“Settlement Fund”).

19 6. The Court appoints Plaintiff Rory Lowe as Class Representative. The Court finds
20 that the service award requested is fair and reasonable under the circumstances of this case.
21 Plaintiff is awarded a service award in the amount of \$20,000.00, to be paid from the Settlement
22 Fund. The Court notes it may revisit the reasonableness of Mr. Lowe’s service fee at the final
23 approval stage.

24 7. The Court appoints Timothy W. Emery, Patrick B. Reddy, and Paul Cipriani of
25 Emery Reddy, PC as Class Counsel. The Court provisionally finds that the requested attorneys’
26 fees of up to \$630,563.00, plus costs and expenses of up to \$16,750.00 were reasonably incurred
27 in pursuit of this action on behalf of Plaintiff and the Class. Class Counsel is awarded \$630,563.00
in attorneys’ fees, plus costs and expenses of up to \$16,750.00, to be paid from the Settlement
Fund. The Court notes it may revisit the reasonableness of Class Counsel’s fee at the final
approval stage under the “lodestar cross-check.” *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043,
1050 (9th Cir. 2002).

1 8. The Court appoints Angeion Group as the Settlement Administrator. The costs of
2 settlement administration will be paid from the Settlement Fund, not to exceed \$35,000.00.

3
4 9. The Court orders the following schedule of dates for further proceedings:

EVENT	DATE
Defendants' Counsel to Provide Settlement Administrator and Plaintiff's Counsel with Class List	30 calendar days after Preliminary Approval Order
Settlement Administrator and Defendants' Counsel to resolve any issues with Class List	7 calendar days after Defendants' Counsel provides the Class List to the Settlement Administrator and Plaintiff's Counsel
Start of Notice Period, Settlement Administrator to email and mail Notices to Settlement Class Members	14 calendar days after Defendants' Counsel provides the Class List to the Settlement Administrator and Plaintiff's Counsel
Settlement Administrator to send Supplemental Notice to Settlement Class Members pursuant to Paragraph 14(f)	30 calendar days after start of the Notice Period
End of Notice Period, deadline for Settlement Class Members to submit a Claim Form, request exclusion, or object to the settlement	60 calendar days after start of the Notice Period
Settlement Administrator to provide to Plaintiff's Counsel and Defendants' Counsel: (1) report identifying Participating Class Members, exclusions, and objections; and (2) draft declaration regarding Notice	5 calendar days prior to Preliminary Approval Motion due to Defendants' Counsel
Plaintiff's 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
Plaintiff's Counsel to file Motion for Final Approval	9 Court days prior to the Final Approval Hearing

Final Approval Hearing	No sooner than 120 calendar days after the Preliminary Approval Order
Final Approval Order	TBD
Settlement Administrator to provide estimated settlement payment distributions to Plaintiff's Counsel and Defendants' Counsel.	14 calendar days after Final Approval Order
Effective Date	31 calendar days after Final Approval Order
Funding Date	30 calendar days after the Effective Date
Mailing of settlement checks, payment of attorneys' fees and costs, service award, and Settlement Administrator's costs	14 calendar days after the Funding Date
Deadline for Participating Class Members to cash settlement checks	120 calendar days after mailing of settlement checks
Residual Funds and Uncashed Funds to be disbursed to Legal Foundation of Washington	130 calendar days after mailing of settlement checks

10. The current trial date of May 18, 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 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 Plaintiff 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 25, 2026, at 11:00am, via Zoom.

DATED this 21st day of May, 2026.

JUDGE DAVID WHEDBEE

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

Case Number: 25-2-14873-4 SEA
Case Title: LOWE VS T MOBILE USA INC DBA ET AL
Document Title: Order
Date Signed: 05/21/2026



Judge: David Whedbee

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