

**IN THE UNITED STATES DISTRICT
FOR THE DISTRICT OF MARYLAND**
(Baltimore Division)

TIM BOND

*on his own behalf and on behalf of
all others similarly situated,*

Plaintiffs,

v.

CRICKET COMMUNICATIONS, LLC

Defendant.

Case No. 1:15-cv-923-GLR

**FINAL JUDGMENT APPROVING SETTLEMENT AND
CERTIFYING SETTLEMENT CLASS**

Upon review and consideration of the Settlement Agreement (ECF No. 73) dated November 14, 2018 (the “Settlement Agreement”), by and between Plaintiff Tim Bond (acting individually and on behalf of the Settlement Class defined below – hereinafter referred to as “Representative Plaintiff” or “Named Plaintiff”) and Defendant Cricket Communications, LLC (hereinafter referred to as “Defendant” or “Cricket”), the memoranda and arguments of counsel, and after consideration of any objections to the settlement,

IT IS HEREBY ORDERED and ADJUDGED as follows:

1. Pursuant to FED. R. CIV. P. 23, the Court approves the settlement of this action, as embodied in the terms of the Settlement Agreement, and finds that the Settlement is, in all respects, fair, reasonable, and adequate and in the best interest of the Class members in light of the factual, legal, practical and procedural considerations raised by this case. The Settlement Agreement is the product of good faith arms-length negotiations by the parties, each of whom

was represented by experienced counsel. The Settlement Agreement is incorporated by reference into this Order (with capitalized terms as set forth in the Settlement Agreement), is hereby adopted as an Order of this Court, and becomes part of the final judgment in this action. In the event of a conflict between the text of this Order and the text of the Settlement Agreement, the text of the Settlement Agreement shall prevail.

2. For the purpose of settlement, as addressed further below, pursuant to FED. R. CIV. P. 23(a) and 23(b)(3), the Court hereby finally certifies the following Settlement Class defined as follows:

All persons nationwide during the period July 12, 2013, to July 9, 2018, who purchased a CDMA handset from Cricket or through its authorized agents.

Excluded from the settlement class are: (i) Cricket, any entity in which Cricket has a controlling interest or which has a controlling interest in Cricket, and Cricket's legal representatives, predecessors, successors, and assigns; (ii) governmental entities; and (iii) the Court presiding over any motion to approve the settlement.

3. The Court finds that the notice previously given to Class Members, including individual mailed notice and electronically mailed notice a, were in compliance with the Preliminary Approval Order (ECF No. 72) and constituted the best notice practicable under the circumstances and satisfies the requirements of due process and FED. R. CIV. P. 23. The Court further finds that all customers identified as Class Members in these transactions fall within the Settlement Class definition approved above.

4. The Court finds that twenty six (26) Class members elected to exclude themselves from the settlement.

5. The Court appoints Tim Bond as the Representative Plaintiff of the Settlement Class and finds that he meets the requirements of FED. R. CIV. P. 23(a)(4).

6. The Court appoints the following lawyers as Class Counsel, and finds that they meet the requirements of FED. R. CIV. P. 23(a)(4):

Oren S. Giskan, Esq.
Catherine E. Anderson, Esq.
Giskan Solotaroff & Anderson, LLP
217 Centre Street, 6th Floor
New York, NY 10013

7. The Court further finds that all the requirements for class certification for purposes of settlement are met in this case:

a. The Prerequisites of FED. R. CIV. P. 23:

FED. R. CIV. P. 23(a) requires the following four threshold elements be met in order for a class to qualify for certification: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of law or fact common to the class; (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class; and (4) the representative parties will fairly and adequately protect the interests of the class.

FED. R. CIV. P. 23(a)(1) (numerosity): The proposed Settlement Class in this action consists of individuals in hundreds of thousands of transactions. This Court finds that the Settlement Class is so numerous that joinder would be impracticable in this case. Thus, the Court finds that the numerosity requirement under FED. R. CIV. P. 23(a)(1) is satisfied.

FED. R. CIV. P. 23(a)(2) (commonality of facts and law): Named Plaintiff alleged in this case that Cricket locked mobile phones to its cellular network with knowledge that the locked phones would become inoperable after a limited period of time due to its decision to use a different cellular network. Cricket disputes Named Plaintiff's assertions and denies liability. The Court finds that the

allegations made in the complaint raise common questions of law and fact. As such the Court finds the requirements of FED. R. CIV. P. 23(a)(2) are satisfied.

FED. R. CIV. P. 23(a)(3) (typicality of claims and defenses): This factor focuses on the consideration of whether the Named Plaintiff's interests are truly aligned and consistent with those of the Class Members. The Named Plaintiff has demonstrated that his claims are typical of those of other Class Members. Thus, the Court finds that the requirement of typicality under FED. R. CIV. P. 23(a)(3) is satisfied.

FED. R. CIV. P. 23(a)(4) (adequate representation): The Named Plaintiff's claims are not conflicting or inconsistent with any Class member's claims. Moreover, the Court finds that Named Plaintiff is represented by able counsel with extensive experience in class action litigation, who have adequately represented the interests of the Settlement Class. Thus, the Court finds that the requirement of adequate representation under FED. R. CIV. P. 23(a)(4) is satisfied.

b. Requirements of FED. R. CIV. P. 23(b):

After the requirements of FED. R. CIV. P. 23(a) are found to exist, the Court must determine pursuant to FED. R. CIV. P. 23(b) whether this case may be maintained as a class action under FED. R. CIV. P. 23(b)(1), (b)(2) or (b)(3). This Court finds that there are common legal claims held by all Class Members regarding the legality of Cricket's practices that are challenged in the complaint. The Court further finds that it would be inefficient and waste judicial resources to require class members to pursue their claims individually in court. In summary, common questions predominate over individualized questions and a class action suit is the superior

vehicle to efficiently adjudicate this lawsuit. Certification under FED. R. CIV. P. 23(b)(3) is appropriate.

8. After due consideration of the state of proceedings and the posture of the case at the time settlement was proposed; the circumstances surrounding settlement negotiations; the experience of counsel; the strengths and weaknesses of Plaintiff's case on the merits; the ability of Plaintiff to maintain this action as class action; the existence of difficulties of proof and defenses Plaintiff would be likely to encounter if the case went to trial; the anticipated duration and expense of additional litigation; the amount of opposition to the settlement; the lack of any substantial objections to this settlement; all written submissions; affidavits and arguments of counsel; and after notice and a hearing, this Court finds that the settlement is fair, adequate, and reasonable. Accordingly, the Settlement Agreement should be, and is, approved and shall govern all issues regarding the settlement and all rights of the parties to this settlement, including Class Members. Each Class Member who has not excluded his or herself shall be bound by the Agreement, including the releases in the Settlement Agreement.

9. The parties are hereby ORDERED promptly to carry out their respective obligations under the Settlement Agreement and Kurtzman Carson Consultants ("Settlement Administrator") is hereby DIRECTED to continue to administer the Settlement in a manner consistent with the Settlement Agreement.

10. After the time to file a claim has closed, the Settlement Administrator shall notify each Class Member entitled to settlement benefits of how the Class Member can obtain those benefits consistent with the terms of the Settlement Agreement.

11. In accordance with the Agreement, within twelve (12) calendar days of the Effective Date, as defined in the Settlement Agreement, the Settlement Administrator shall issue

a payment to Giskan Solotaroff & Anderson, LLP for two hundred ninety eight thousand five hundred ninety one dollars and three cents (\$298,591.03) consisting of two hundred ninety thousand dollars (\$290,000.00) in attorneys' fees and reasonable litigation expenses in the amount of eight thousand five hundred ninety one dollars and three cents (\$8,591.03).

12. In accordance with the Agreement, within twelve (12) calendar days of the Effective Date, as defined in the Settlement Agreement, the Settlement Administrator shall issue a payment of three thousand five hundred dollars (\$3,500.00) to Named Plaintiff Tim Bond as an incentive payment for his time and effort invested in this litigation.


13. All Released Claims of each Class member (as those terms are defined in the Settlement Agreement) are hereby dismissed with prejudice.

14. Each and every Class Member is permanently enjoined from bringing, joining, assisting in, or continuing to prosecute against any of the Released Persons for any of the Released Claims.

15. This Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of the Settlement Agreement. The Court further retains jurisdiction to enforce this Order entered this day.

BY ORDER OF THE COURT

Dated: November 16, 2018.



Hon. George L. Russell, III
U.S. District Court for the District of Maryland