

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION**

CHRISTOPHER QUELLA,
on behalf of himself and
all others similarly situated,

Plaintiff,

v.

LANDS' END, INC.,

Defendant.

Case No. 23-cv-1323

ORDER GRANTING PRELIMINARY APPROVAL

The Court, having considered the parties' Class and Collective Action Settlement Agreement ("Agreement") and all other materials properly before the Court, and having conducted an inquiry pursuant to Section 216(b) of the Fair Labor Standards Act of 1938 and Rule 23 of the Federal Rules of Civil Procedure, hereby finds and orders as follows:

1. Unless otherwise defined herein, all terms used in this Order (the "Order Granting Preliminary Approval") will have the same meaning as defined in the Agreement.
2. The Court has jurisdiction over the subject matter of this action, the Named Plaintiff, Lands' End, Inc. ("Lands' End"), and the Class Members.
3. The Court finds on a preliminary basis that the settlement memorialized in the Agreement, filed with the Court, falls within the range of reasonableness and, therefore, meets the requirements for preliminary approval such that notice to the class is appropriate.

4. The Court finds that the Settlement was the product of protracted, arms-length negotiations between experienced counsel well-versed in the prosecution of wage and hour class and collective actions.

5. The Court grants preliminary approval of the parties' Agreement.

Certification of the Proposed Rule 23 Class and FLSA Collective For Settlement Purposes Only

6. Provisional settlement, class certification, and appointment of class counsel have several practical purposes, including avoiding the costs of litigating class status while facilitating a global settlement, ensuring all class members are notified of the terms of the proposed Agreement, and setting the date and time of the final approval hearing.

7. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Court conditionally certifies, for settlement purposes only, (and for no other purpose and with no other effect upon this or any other action, including no effect upon this action should the settlement not ultimately be approved), a Rule 23 class of all persons employed as hourly, non-exempt employees whose job responsibilities fall within the definition of Customer Service employee or a similar position, as set forth in the Complaint, who worked for Settling Entity in Wisconsin, from October 6, 2021 through July 31, 2024, except that any individual who timely submitted or submits a valid request for exclusion shall not be included in the Class.

8. In addition, pursuant to Section 216(b) of the Fair Labor Standards Act, the Court certifies, for settlement purposes only, (and for no other purpose and with no other effect upon this or any other action, including no effect upon this action should the settlement not ultimately be approved), a Section 216(b) collective of all persons employed as hourly, non-exempt employees whose job responsibilities fall within the definition of Customer Service employee or a similar

position, as set forth in the Complaint, who worked for Settling Entity in any place covered by the Fair Labor Standards Act, from October 6, 2020 through July 31, 2024.

9. The Court appoints, for settlement purposes only, Named Plaintiff Christopher Quella to serve as Class Representative.

10. For settlement purposes only, Named Plaintiff meets all of the requirements for class certification under Federal Rule of Civil Procedure 23(a) and (b)(3). The fact of this class certification shall not be cited to, used, or admissible in any other judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

Appointment of Plaintiff's Counsel as Class Counsel

11. For settlement purposes only, the Court appoints James A. Walcheske, Scott S. Luzi, and David M. Potteiger of Walcheske & Luzi, LLC ("Class Counsel") as Class Counsel because they meet all of the requirements under Federal Rule of Civil Procedure 23(g).

Notice

12. The Court approves Analytics Consulting LLC as the Settlement Administrator to perform duties in accordance with Section IV.B of the Agreement.

13. The Court finds that the procedures for notifying the Class Members about the Settlement as described in the Agreement provide the best notice practicable under the circumstances and therefore meet the requirements of due process, and directs the mailing of the Notice in accordance with the Agreement.

14. The Court approves, as to form and content, the Notice of Proposed Settlement of Class and Collective Action Lawsuit and Fairness Hearing, attached to the Agreement as Exhibit A, and Claims Form, attached to the Agreement as Exhibit C. The Settlement Administrator is

authorized to mail these documents, after they are updated with the appropriate dates and deadlines consistent with the Agreement, to the applicable Class Employees as provided in the Agreement.

15. The Proposed Notice to Class Members satisfies Federal Rule of Civil Procedure 23(c)(2)(B) and adequately puts Class Employees on notice of the proposed settlement. The Proposed Notice is appropriate because it describes the terms of the settlement, informs the class about the allocation of attorneys' fees, and provides specific information regarding the date, time, and place of the final approval hearing.

16. Any Opt-Out Statement or written objection to the settlement by a Class Member who has not opted-out must be sent to the Settlement Administrator no later than forty-five (45) days after the Class Notice is mailed to the Class Members. The Settlement Administrator will provide any such Opt-Out Statements or written objections to Class Counsel.

Class Action Settlement Procedure

17. The Court hereby adopts the settlement approval process as set forth in the Agreement.

18. In the event that the Effective Date as defined in the Agreement does not occur, the Settlement, the Agreement, and this Order shall be deemed null and void and shall have no effect whatsoever, other than the publicity provisions in Section VIII, and the non-admission provisions in Section V of the Agreement, which shall remain in effect. In such case, nothing in the Agreement or this Order shall be relied upon, cited as, constitute evidence of, or constitute an admission that class or collective action certification is or may be appropriate in this action or any other matter.

19. Pending the Court's decision on final approval of the Settlement and entry of the Court's Final Order and Judgment, Named Plaintiff, all Class Members, and anyone acting on

behalf of any Class Member shall be barred and enjoined from: (a) further litigation in this Litigation; (b) filing, or taking any action directly or indirectly, to commence, prosecute, pursue or participate on a class or collective action basis any other action, claim or proceeding against Defendants in any forum in which any of the claims subject to the Settlement are asserted, or which in any way would prevent any such claims from being extinguished; or (c) seeking, whether on a conditional basis or not, certification of a class or collective action that involves any such claims.

20. The parties are ordered to carry out the Settlement according to the terms of the Agreement.

21. The Court will conduct a Fairness and Good Faith Determination Hearing on April 9, 2025 at 9:30 a.m. for the purposes of: (a) making a final determination of the fairness, adequacy, and reasonableness of the Settlement terms and procedures; (b) fixing the amount of attorneys' fees and litigation costs and expenses to Class Counsel and Service Payment to the Named Plaintiff; (c) hearing any timely and properly filed objections; and (d) entering Judgment. The Fairness and Good Faith Determination Hearing may be continued without further notice to Class Members. The parties shall file their joint motion for final approval of the settlement, and Class Counsel shall file their motion for attorneys' fees, litigation costs and expenses, and Service Payments on or before fourteen days prior to the Fairness Hearing.

Dated: This 4th day of December, 2024 BY THE COURT:

/s/ Lynn Adelman
LYNN ADELMAN
United States District Judge
Eastern District of Wisconsin