

Ohio Federal Court Grants Motion to Confirm Arbitrator's Award of Attorneys' Fees and Costs to Prevailing Party

June 27, 2025

In *Preferred Wireless LLC v. T-Mobile USA Inc.*, the U.S. District Court for the Southern District of Ohio addressed a motion by defendant T-Mobile to confirm an arbitrator's award of attorneys' fees and costs, and also addressed a motion by plaintiff Preferred Wireless to vacate that award. The underlying arbitration arose out of the merger between T-Mobile and Sprint in April 2020. Preferred Wireless was a Sprint retailer operating more than 80 stores at the time of the merger. After the merger, T-Mobile absorbed Sprint's operations, and Preferred Wireless and T-Mobile entered into a retailer services agreement (RSA). After T-Mobile closed several stores, Preferred Wireless filed a lawsuit alleging that T-Mobile misrepresented the number of stores it intended to close, which "induc[ed] Preferred Wireless to sign the RSA." Preferred Wireless filed its complaint in the Delaware County Court of Common Pleas alleging fraud, fraudulent inducement, breach of contract, and violations of the Washington Consumer Protection Act and the Washington Franchise Investment Protection Act. T-Mobile removed the case to the U.S. District Court for the Southern District of Ohio, and the parties then agreed to arbitration. The arbitrator dismissed the Washington Franchise Investment Protection Act claim and then held a five-day hearing, after which all remaining claims of Preferred Wireless were dismissed. T-Mobile then filed a fee petition requesting more than \$3.3 million in attorneys' fees and costs under the RSA, which provided that the "prevailing party" is entitled to recover reasonable attorneys' fees and costs. Preferred Wireless opposed the fee application, arguing that "because the Interim Arbitration Award did not include an award of damages, Defendants were not considered the prevailing party under the RSA." The arbitrator rejected the argument, reduced the amount of the fee request, and awarded T-Mobile approximately \$2.9 million. The court granted T-Mobile's motion to confirm the award, finding that the arbitrator did not exceed his authority in awarding fees to T-Mobile as the prevailing party and rejecting the argument that a prevailing party must be awarded monetary relief to be entitled to a prevailing party fee award. The court also found that the arbitrator did not "act in manifest disregard of the law" by

awarding fees without contemporaneous billing records to support the application, finding that the fee request was reasonable. The court confirmed the award of \$2.9 million in attorneys' fees, costs, and expert fees, and denied the motion by Preferred Wireless to vacate the award. [*Preferred Wireless LLC v. T-Mobile USA Inc.*](#), No. 2:22-cv-00978 (S.D. Ohio, May 6, 2025).

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