UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NORTH CAROLINA
SOUTHERN DIVISION

RUBY SHEFFIELD, individually and on behalf of all others similarly situated,

Plaintiff

v.

BB&T CORPORATION, BRANCH BANKING AND TRUST COMPANY, and DOES 1-10,

Defendants.

Civil Action No.:

7:16-cv-00332-BO

MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF FLSA COLLECTIVE SETTLEMENT

I. INTRODUCTION

This is a wage and hour case under the Fair Labor Standards Act and related North Carolina laws. More than 13 months after initiating the lawsuit, the Parties reached an agreement, documented in the Stipulation of Settlement and Release (attached as Ex. 1) ("Stipulation"), to compromise this bona fide dispute. The Stipulation was the product of a mediation hosted by Carl Horn, III. At the mediation, the Parties used deposition testimony, formal and informal discovery of payroll and time records, and the expert damages report prepared by a third-party labor economist retained by BB&T to fully discuss and evaluate the strengths and weaknesses of claims and defenses. Further, in reaching the Stipulation, the Parties weighed the costs related to anticipated discovery and extensive motion practice that would result in several months, if not years, of continuing litigation.

In the end, the Parties agreed to a settlement where the 81 workers involved will be paid for five out of a possible alleged ten minute of daily uncompensated work. This results in a total

settlement amount of $72,336 (representing $33,836 in damages for allocation to the settling plaintiffs, $29,000 in attorneys' fees, $6,500 in costs, and an incentive award to the named plaintiff in the amount of $3,000). Accordingly, we now ask the Court to approve:

1. the Stipulation of Settlement (attached as Exhibit 1 to this Motion); and

2. the dissemination of the Notice of Settlement and Release of Claims (attached as Exhibit B to the Stipulation) using an agreed-upon third-party administrator in accordance with an agreed-upon communication plan.

Upon the completion of the communications plan and receipt of Release forms from the settling plaintiffs, the Parties anticipate filing a joint motion for final approval of the settlement and dismissal. Accordingly, although this Motion for Preliminary Approval has been submitted within the 45-day period set by the Court [Doc. 67], the Parties will need additional time, after preliminary approval is granted, to complete the notice process and move for final approval.

II. BACKGROUND

A. The Lawsuit.

On September 27, 2016, Plaintiff initiated this an action against BB&T Corporation and Branch Banking and Trust Company (collectively, "BB&T"), alleging that BB&T violated the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.* ("FLSA"), and the North Carolina Wage and Hour Act, N.C. Gen. Stat §§ 95-25.1, *et seq.* ("NCWHA"). Stipulation at 1. Specifically, Plaintiff alleged that she was not paid for the time she spent booting up her computer and logging onto computer systems at the beginning of her shifts while working as a Collections Representative at BB&T's call center located in Lumberton, North Carolina. *Id.* On November 23, 2016, BB&T filed its Answer and denied that it violated the FLSA and NCWHA. *Id.* at 2.

On May 4, 2017, the Court entered an Order conditionally certifying an FLSA collective action and issuing notice to:

> All Collections Representatives I and II employed by Branch Banking and Trust Company, its subsidiaries, or other related entities at its Lumberton, North Carolina call center, who were not paid for the overtime hours they worked off-the-clock prior to the start of their shifts from [May 26, 2014] through completion of this litigation.

Id.; DE 33. As a result, a total of 81 individuals participated in the case and are now part of the settlement. Stipulation at 2. The settlement covers the FLSA collective action as well as the Plaintiff's individual claim under the NCWHA,[1] and thus results in the dismissal of all claims in this action with prejudice.

B. Settlement Negotiations.

During the litigation, BB&T propounded written discovery requests, took Plaintiff's deposition, and provided Plaintiff's Counsel with payroll and time sheet data related to the 81 individuals involved in the case. *Id.* This allowed the Parties to evaluate the potential damages that could be available if Plaintiff were successful in her claims. *Id.* Additionally, BB&T retained as a consulting expert a third-party labor economist, who reviewed, among other things, the pertinent payroll data and time entries to prepare damages reports that were produced to Plaintiff's counsel. Even though the Parties worked cooperatively in exchanging this data, BB&T vigorously maintained that it paid everyone properly and that the 81 individuals did not work off-the-clock. *Id.*

Armed with this discovery and data, the Parties participated in a November 7, 2017, mediation session before mediator Carl Horn, III. *Id.* Prior to and during the mediation, the Parties and the mediator evaluated their respective positions, the rights of their clients, and the likelihood that they could prove their claims or defenses. *Id.* Ultimately, the mediation resulted

[1] Plaintiff did not move for Rule 23 class certification of her claim under the NCWHA and, consequently, the Parties' settlement does not incorporate any North Carolina state law claims on a class basis.

in an agreement settling the case. *Id.* In reaching this arms-length settlement, the Parties considered: (i) the facts developed during the pendency of the Action and the law applicable thereto; (ii) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (iii) the desirability of permitting the settlement to be consummated according to the terms of the Stipulation of Settlement; and (iv) the conclusion of the Parties and their counsel that the terms and conditions of this Stipulation are fair, reasonable, adequate, and that it is in the Parties' best interests to settle the Action as set forth below. *Id.* at 2-3.

C. The Settlement Distribution and Process.

As detailed in the Stipulation, the total settlement amount is $72,336. *Id.* at 5. The money allocated to settling the 81 individual potential claims is $33,836. *Id.* at 6. The payments were allocated *pro rata* to each of the 81 settling plaintiffs using an allocation formula agreed to by the Parties. This represents compensation, including straight time and overtime compensation as well as liquidated damages, for the settling plaintiffs as if they were successful in showing five (out of a possible ten) minutes of preliminary uncompensated time for each shift they worked during the relevant two-year limitations period for each plaintiff, and it will be distributed as set forth in Exhibit A to the Stipulation. *Id.* A minimum of $25 will be paid to each settling plaintiff if he or she worked as a Collections Representative for BB&T at any time during the three-year period before opting into the lawsuit, regardless of whether (and for how many workweeks) he or she worked during the relevant two-year limitations period. In addition, Plaintiff will be paid an incentive award of $3,000 for answering discovery, appearing at her deposition, and traveling to and attending the mediation. *Id.* at 5. Attorneys' fees and costs, the incentive award, and the settlement proceeds were negotiated separately. *Id.* at 5-6.

D. Notice of Settlement and Release of Claims

The Stipulation contains a notice plan designed to apprise the plaintiffs of the existence and terms of the settlement, including their right to exclude themselves from the settlement. The plan calls for a third-party notice and claims administrator to mail an agreed-upon notice of the settlement to the plaintiffs within the scope of the settling class within 30 days after the Court's preliminary approval of the Stipulation. Among other things, the proposed notice informs each plaintiff of the total settlement amount, his/her settlement offer including a description of the factors considered in determining the offer, the essential terms of the settlement including the released claims, the amount of attorneys' fees and out-of-pocket litigation costs that plaintiffs' counsel asks the Court to approve, and each plaintiff's right to accept or reject the settlement. *See* Exhibit B to Stipulation.

To accept an individual settlement offer, each plaintiff within the scope of the settlement class will have 30 days from the date of mailing to sign and return to the notice and claims administrator a signed release form containing a general release of claims, including but not limited to the FLSA claims asserted in this lawsuit (Exhibit B to the Stipulation), Rejections must be communicated to the notice and claims administrator within the same 30-day time period.

After implementation of the notice plan, Plaintiff's counsel will request the Court's entry of a Final Judgment approving the settlement and directing the dismissal of the claims in this action with prejudice in accordance with the terms of the Stipulation. Settlement payments will be made by BB&T and distributed by the notice and claims administrator within 20 business days after the Court's entry of Final Judgment.

E. Attorneys' Fees and Costs.

1. Fees and Costs.

Johnson Becker, PLLC billed a total of $60,985 for the 178.6 of hours worked on this case. *See Declaration of David Grounds* ("*Grounds Decl.*") at Ex. B, attached as Ex. 2. While the firm's billing rates range from $125 to $700 per hour, the average billing rate on this file was $341.46 per hour. Its costs were $7,421.61. *Id.* at Ex. C. These costs included:

1. Filing and Service of the Complaint;
2. Travel costs of counsel for the deposition and mediation;
3. Advance of costs to fly Plaintiff in from New Jersey to North Carolina for the mediation;
4. Mediation expenses; and
5. Notice expenses related to preparing and mailing notice.

Id. at Exs. B & C

The hours worked on this case are tabulated below:

Category	**Hours**	**Total Billings**
Complaint	12.6	$4,075.00
Motions[2]	34.8	$11,137.50
Discovery[3]	25.9	$9,802.50
Notice Period Work	29.5	$3,687.50
Mediation	57.8	$23,147.50
Approval Motion	18	$9,450.00
Totals	**178.6**	**$60,985.00**

Id.

2. Johnson Becker and the Attorneys on this Case.

Johnson Becker is a national plaintiffs' law firm with lawyers that have over 100 years combined litigation and trial experience. This firm regularly engages in Multi-District Litigation,

[2] Conditional Certification and Opposition to Extension
[3] Answering written discovery and preparing witness and defending deposition.

state court consolidations, and FLSA litigation. *See Grounds Decl*. at ¶ 3. David Grounds and Molly Nephew were the two attorneys responsible for performing substantive work on this case. Mr. Grounds has been an attorney for nearly 20 years; Molly Nephew has been an attorney for more than two years. Mr. Grounds' current billing rate is $525 per hour (it was $375 hour prior to July 1, 2017). Ms. Nephew's billing rate is $250 per hour. *Id.* at ¶¶ 4 & 5.

Mr. Grounds is admitted to practice in Minnesota, the United States Supreme Court, the Fifth and Eighth Circuit Court of Appeals, the Districts of Colorado, Minnesota and the Western Wisconsin. Ms. Nephew is admitted to practice in Minnesota and the Districts of Colorado, Minnesota, and the Central District of Illinois. These attorneys have over 22 years of combined litigation experience. *Id.*

III. THE SETTLEMENT IS FAIR AND REASONABLE

Court approval is required to settle an FLSA lawsuit. *Taylor v. Progress Energy, Inc.*, 493 F.3d 454, 460 (4th Cir. 2007) (citing *D.A. Schulte, Inc. v. Gangi*, 328 U.S. 108, 114-16 (1946)). Specifically, the court reviews the settlement to insure it is fair and reasonable resolution of a bona fide dispute. *Hargrove v. Ryla Teleservices, Inc.*, No. 2:11-cv-344, 2013 WL 1897027, at *10 (E.D. Va. April 12, 2013) (citing *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1355 (11th Cir. 1982)). Court approval of an FLSA settlement is appropriate where the settlement proposed by the parties constitutes a reasonable compromise over issues. *Lynn's Food Stores Inc.*, 679 F.2d at 1354 (if a settlement in an employee FLSA suit reflects "a reasonable compromise over issues," such as FLSA coverage or computation of back wages that are "actually in dispute," the court may approve the settlement "in order to promote the policy of encouraging settlement of litigation").

When determining whether a FLSA settlement is fair and reasonable, the court should consider and weigh the following:

> (1) the extent of discovery that has taken place; (2) the stage of the proceedings, including the complexity, expense and likely duration of the litigation; (3) the absence of fraud or collusion in the settlement; (4) the experience of counsel who have represented the plaintiffs; (5) the probability of plaintiffs' success on the merits and (6) the amount of the settlement in relation to the potential recovery.

Hargrove, 2013 WL 1897027, at *9–*10 (citing *Lomascolo v. Parson Brinckerhoff, Inc.*, No. 1:08-cv-1310, 2009 WL 3094955, at *10 (E.D. Va. Sept. 28, 2009)). "There is a 'strong presumption in favor of finding a settlement fair' that must be kept in mind in considering the various factors to be reviewed in making the determination of whether a settlement is fair, adequate and reasonable." *Lomascolo*, 2009 WL 3094955, at *27 (quoting *Camp v. Progressive Corp.*, No. 01-cv-2680, 2004 WL 2149079, at *5 (E.D. La. Sept. 23, 2004)). As a general rule, "[w]hen a settlement agreement has been the subject of arm's-length bargaining, with class counsel in a position to evaluate accurately the chances of the class prevailing if the case went to trial and where no objections are raised by any of the affected parties, there is a strong presumption in favor of the settlement." *Houston v. URS Corp.*, No. 1:08-cv-203 (AJT/JFA), 2009 WL 2474055, at *5 (E.D. Va. Aug. 7, 2009).

Here, a bona fide dispute exists between the Parties as to whether BB&T violated the FLSA by failing to pay Plaintiff for time spent booting up her computer and logging onto computer systems at the beginning of her work shifts. Although both Parties continue to firmly believe in the merits of their respective claims and defenses, given the time and expenses associated with full-blown litigation and discovery, and the uncertainty of motion practice and trial, the Parties agree that a compromise of all claims asserted by the Parties in this case is appropriate at this stage. They desire to resolve this case by way of a negotiated settlement

payment by BB&T to the settling plaintiffs in exchange for their releases of claims, in order to avoid the time and expense inherent in continued and hard-fought litigation. *See Lynn's Food Stores, Inc.*, 679 F.2d at 1354 ("Thus, when the parties [to litigation] submit a settlement to the court for approval, the settlement is more likely to reflect a reasonable compromise of disputed issues than a mere waiver of statutory rights brought about by an employer's overreaching.").

Consideration of the factors identified above establishes that the Parties' Settlement Agreement reached during arm's-length negotiations is fundamentally fair, reasonable, and adequate, and should be approved.

A. Sufficient Discovery was Completed.

Over the past year, the Parties engaged in written discovery, Plaintiff's deposition, exchanged employment time and payroll records, and obtained and reviewed an expert report. As a result, the Parties were able to fully explore their respective theories of the case, including the risks and costs of going forward. This is what led the Parties to attend the mediation where Mr. Horn provided his advice on the Parties' theories and risks. In short, the Parties did as they should, they engaged in enough discovery and worked towards a settlement via mediation with knowledge of the risks and costs of moving forward. This factor weighs in favor of a finding the settlement fair and reasonable.

B. This Settlement Avoids the Expenses and Risks of Going Forward.

Absent this settlement, Plaintiff's claims would have required significant additional work, the expenditure of significant costs by both Parties, and delayed any potential recovery by several months, if not years. Specifically, Plaintiff would have to prove the highly contested underlying facts of her case where she alleged that she and her coworkers were not paid for 10 minutes of work prior to every shift. To prove this, Plaintiff would likely have to take numerous

depositions and hire a times-study expert to determine how many uncompensated minutes, if any, Plaintiff worked. Further, Plaintiff would be required to defend numerous depositions. All this work results in significant costs that may become a barrier to settlement of this case later. Instead, the Parties agreed to resolve the matter once the investigation and proceedings reached a stage that permitted them to effectively evaluate their positions and reach a fair and reasonable settlement.

C. The Settlement is not the Product of Fraud or Collusion and Counsel is Experienced in these Cases.

"There is a presumption that no fraud or collusion occurred between counsel, in the absence of any evidence to the contrary." *Lomascolo*, 2009 WL 3094955, at *12 (citing *Camp v. Progressive Corp.*, No. 01-cv-2680, 2004 WL 2149079, at *4-5 (E.D. La. Sept. 23, 2004)). There was no collusion or evidence of any collusion between the Parties or their counsel in this case. The Parties were able to reach this settlement by using Mr. Horn as a mediator. He helped the Parties examine their claims and helped negotiate the amount where the case settled. The mediation itself shows that this settlement is the product of arms-length negotiations after 13 months of litigation, with the aid of a highly-skilled neutral mediator. Counsel involved in this case have more than 40 years of combined litigation experience and have worked on FLSA claims throughout the country. Accordingly, this factor weighs in favor of approving the settlement. Further, the settlement addresses any claimant's concern through the mailing of the proposed settlement Notice and Waiver that will be administered by a third-party.

D. Probability of Plaintiff's Success.

Plaintiff contends that Defendants failed to pay her for the time it took to boot up and log into her computer programs prior to the start of her shift. Stipulation at 1. Defendants contend

that BB&T properly paid it workers for this time and that Plaintiff would not be able to prove her claim. *Id.* at 2. Given these divergent views, Plaintiff would be required to prove that BB&T failed to pay her for this time. Given the uncertainty related to jury findings, it is more than a mere possibility that a jury would find in BB&T's favor, resulting in no compensation for Plaintiff. Thus, while there is no precise mathematical model available to accurately predict a jury finding, Plaintiff faced the absolute possibility that she would lose her claim. Accordingly, this factor weighs in favor of approving this settlement.

E. A Compromised Settlement.

When assessing the amount paid in settlement, the Court should consider the risks and costs of litigation. *Parker v. Anderson*, 667 F.2d 1204, 1210 n.6 (5th Cir. 1982) (quoting *City of Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 (2d Cir. 1974), *abrogated on other grounds by Goldberger v. Integrated Res.*, 209 F.3d 43 (2d Cir. 2000)); *accord Quintanilla v. A&R Demolition Inc.*, No. H-04-1965, 2008 WL 9410399, at *5 (S.D. Tex. May 7, 2008). Endorsement of settlement by counsel for both parties is a "factor [that] weighs in favor of approval." *Quintanilla*, 2008 WL 9410399, at *5. When reviewing counsel's opinions "a court should bear in mind that counsel for each side possess[es] the unique ability to assess the potential risks and rewards of litigation." *Id*.

Here, Plaintiff's testimony was that she was not paid for preliminary work for up to 10 minutes per shift. In other words, Plaintiff's best result is that she would get a verdict awarding her for 50 minutes of work per week. To evaluate settlement value, Plaintiff used this number of minutes as the metric for the total value of her claim. Defendants, on the other hand, maintained that the total value of Plaintiff's claim was zero. Ultimately, the Parties reached a settlement that pays every claimant compensation for five minutes for every shift he or she worked.

Additionally, those claimants who have little or no damages will still receive a settlement payment as consideration for dismissing their claims. In short, the Parties agreed to a settlement that was 50 percent of the total amount a jury could award to Plaintiff if she were able to prove her claim, in order to avoid the potential costs and risks inherent in continued litigation. This is the very definition of a compromised settlement and the Court ought to approve it.

F. Payment of Reasonable Attorneys' Fees and Costs.

The FLSA provides: "the court in such actions shall, in addition to any judgment awarded to the plaintiff or plaintiffs, allow a reasonable attorney's fee to be paid by the defendant, and costs of the action." 29 U.S.C. §216(b). The purpose of the fee provision in § 216(b) is "to insure effective access to the judicial process by providing attorney fees for prevailing plaintiffs with wage and hour grievances." *United Slate, Tile & Composition Roofers, Damp & Waterproof Workers Ass'n, Local 307 v. G & M Roofing & Sheet Metal Co.*, 732 F.2d 495, 502 (6th Cir. 1984).

Where, as here, a settlement includes an agreement as to attorneys' fees and costs in connection with the settlement of an FLSA lawsuit, a court must also determine whether the attorneys' fees and costs are reasonable. *In re Dollar Gen. Stores FLSA Litigation*, No. 5:09-MD-1500, 2011 WL 3904609, at *2 (E.D.N.C Aug. 23, 2011). What constitutes a reasonable fee is within the sound discretion of the district court. *Hensley v. Eckerhart*, 461 U.S. 424, 433 (1983). The amount of fees that constitutes a reasonable attorneys' fee "must be determined on the facts of each case." *Ford v. Tenn. Senate*, No. 2:06-cv-2031, 2008 WL 4724371, at *5 (W.D. Tenn. Oct. 24, 2008) (citing *Hensley*, 461 U.S. at 429).

Courts look at the familiar lodestar by multiplying the number of reasonable hours worked by a reasonable rate. *Daly v. Hill*, 790 F.2d 1071, 1077 (4th Cir. 1986). The reasonable number of hours and rates are typically determined by examining the following factors:

> (1) the time and labor expended; (2) the novelty and difficulty of the questions raised; (3) the skill required to properly perform the legal services rendered; (4) the attorney's opportunity costs in pressing the instant litigation; (5) the customary fee for like work; (6) the attorney's expectations at the outset of the litigation; (7) the time limitations imposed by the client or circumstances; (8) the amount in controversy and the results obtained; (9) the experience, reputation and ability of the attorney; (10) the undesirability of the case within the legal community in which the suit arose; (11) the nature and length of the professional relationship between attorney and client; and (12) attorneys' fees awards in similar cases.

EEOC v. Service News Co., 898 F.2d 958, 965 (4th Cir. 1990) (quoting *Barber v. Kimbrell's,* Inc., 577 F.2d 216, 226 n.28 (4th Cir. 1978)).

The unopposed attorneys' fees Plaintiff's counsel seeks reflects a reduction of the amount that would be due under the traditional "lodestar" calculation. Specifically, counsel, with more than 20 years of combined experience, cut fees from more than $60,000 to $29,000 for the 178.6 hours worked on this case. *Grounds Decl.* at 6. This fee amount was negotiated at the mediation and was separately negotiated from the settlement amounts the claimants will receive. *Id.* at ¶ 7. Further, the $7,421.61–reduced to $6,500–in costs expended in this action were the product of travel, including fronting Plaintiff's travel costs for appearing at the mediation. Given that these fees and costs were also negotiated with the mediator and that Defendants does not oppose them, shows that the fees and costs are fair and typical of how plaintiff's attorneys are compensated in FLSA and NCWHA actions litigated in this District.

G. Incentive Payment to Named Plaintiff

Courts have approved service awards, or incentive payments, to the named plaintiffs in FLSA collective actions if they are fair and reasonable. *See, e.g., DeWitt v. Darlington Co., S.C.,*

No. 4:11-cv-740-RBH, 2013 WL 6408371, at *14 (D.S.C. 2013) (approving severance or incentive awards in the total amount of $7,500); *Torres v. Gristede's Operating Corp.*, No. 04-Civ-3316 (PAC), 2010 WL 5507892, at *7 (S.D.N.Y. Dec. 21, 2010) (awarding an incentive award of $15,000 to each named plaintiff in the settlement of their FLSA overtime claim); *Frank v. Eastman Kodak Co.*, 228 F.R.D. 174, 187 (W.D.N.Y. 2005) (recognizing that recognition payments are "particularly appropriate in the employment context" when the named plaintiff is a "former or current employee of the defendant . . . by lending his name to the litigation, he has, for the benefit of the class as a whole, undertaken the risk of adverse actions by the employer or co-workers").

The modest service award payable to the Plaintiff Sheffield in the instant case is fair and reasonable and should be awarded. Plaintiff Sheffield's efforts in bringing this lawsuit and assisting Plaintiff's Counsel with the investigation and discovery of the claims in this litigation conferred a substantial benefit on all of the settling plaintiffs. She provided valuable information and documents relating in this case, responded to written discovery requests, and traveled from out-of-state to prepare and sit for a lengthy deposition. The incentive payment amount is consistent with service payments approved by other courts and recognizes Plaintiff Sheffield's time and effort and risks taken.

Due to her efforts and assistance in settling this matter, as well as the modest amount being requested, the Court should award Plaintiff Sheffield the requested service payment.

IV. CONCLUSION

This settlement, reached through mediation after 13 months of litigation and its related discovery, is a fair, reasonable, and arms-length compromise of Plaintiff's claims. It resolves a bona fide FLSA dispute between the Parties and is the result of a compromise after experience

counsel and mediator explored their respective legal theories. Accordingly, the Court should approve the settlement.

Dated: January 25, 2018

Respectfully submitted,

/s/ Daniel K. Bryson

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CERTIFICATE OF SERVICE

I hereby certify that on January 25th 2018, I electronically filed the foregoing paper with the Clerk of the Court using the ECF system which will send notification of such filing to the all counsel of record.

/s/ Daniel K. Bryson

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