IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

LEONARDO ALEGRE, on behalf of himself and all other similarly situated persons,

Plaintiff,

v.

ATLANTIC CENTRAL LOGISTICS, SIMPLY LOGISTICS, INC., XPO LAST MILE, INC., RAY LOPES, ABC CORP., & JANE AND JOHN DOES

Defendants.

No. 2:15-cv-02342-SRC-CLW

FINAL APPROVAL HEARING:

OCTOBER 05, 2017 at 11:00 am

PLAINTIFF'S LEGAL MEMORANDUM IN SUPPORT OF MOTION FOR FINAL CLASS ACTION SETTLEMENT APPROVAL

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Plaintiff Leonardo Alegre ("Alegre" or "Plaintiff"), by and through his counsel, The Sattiraju Law Firm, P.C., hereby submits this Memorandum of Law in Support of his Motion for Final Approval of Class Action Settlement (the "Motion").

I. INTRODUCTION AND BACKGROUND.

A. Procedural Background.

Plaintiff Alegre filed this case as a putative Rule 23 Class Action on behalf of persons who provided delivery services in the State of New Jersey for XPO Last Mile Inc. ("XPO LM") and its predecessors. The Plaintiff claims that XPO LM misclassified him and the putative class members as independent contractors and thus violated New Jersey wage laws, including by making unlawful deductions from their pay in violation of the New Jersey Wage Payment Law, N.J.S.A. 34:11-2, et seq., and failing to pay overtime under the New Jersey Wage and Hour Law, N.J.S.A. 34:11-56a, et seq.

During the approximately two years that this case has been pending, the parties have conducted substantial investigation of the facts and law relevant to the Plaintiff's claims and XPO LM's defenses, and this case has been extensively litigated. After the filing of this lawsuit, the parties engaged in motion practice and conducted extensive discovery. The parties exchanged (and responded to) numerous discovery requests and the parties briefed certain discovery disputes that they could not resolve through motion practice. The parties appeared before the Court multiple

times to resolve these disputes. XPO LM ultimately produced more than 2,000 pages of documents to the Plaintiff, and the Plaintiff also produced substantial discovery to XPO LM. The Plaintiff deposed three XPO LM employees, including XPO LM's Vice President of Operations who oversaw the terminal at the heart of this dispute and who had previously submitted two declarations in this action, and XPO LM deposed the Plaintiff.

The parties informed the Court during a status conference held on October 17, 2016 that the parties had begun discussing settlement. Over the next two weeks, the parties continued communicating about settlement and the Plaintiff ultimately provided XPO LM with a settlement demand on October 31, 2016. The parties exchanged multiple emails and conducted telephone conversations in November and they agreed to meet in person to continue settlement negotiations. On November 21, 2016, the parties met in Washington, D.C. to negotiate. Following extensive negotiations, the parties reached an arm's-length settlement and thereby seek to resolve this case in its entirety.

The total amount of the proposed settlement is $475,000.00. The settlement, if approved, will resolve all of the plaintiff's and putative class's claims against XPO LM and its predecessors and XPO LM's counterclaims and third-party complaint

against the third-party defendant.[1]

B. Terms of the Financial Settlement.

The total settlement amount is $475,000.00 (the "Settlement Class Fund").[2] Class Counsel believes that the financial settlement will provide reasonable compensation to the Settlement Class Members[3] for the alleged wrongs that they have suffered.

The settlement is non-reversionary, meaning that any unclaimed shares will be redistributed to the Settlement Class Members who submit a timely and valid claim form ("Class Claimants"). Settlement checks that are not cashed, after claims are made, will be paid to the *cy pres* beneficiary: The National Employment Law Project.

The Plaintiff proposes that, if approved by the Court, the Settlement Class Fund shall be used to:

1. Pay an Incentive Payment of $10,000 to Class Representative Leonardo Alegre. He participated actively in filing this litigation, including providing information leading to the filing of the lawsuit, providing

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[1] The Court entered and filed an "Order Preliminarily Approving Settlement and Certifying a Class Action for Purposes of Settlement" on March 22, 2017. (See ECF No. 75) (the "Preliminary Order").

[2] The "Settlement Agreement and Release of Claims" (the "Settlement Agreement") agreed to by and between the parties was filed with the Court on March 10, 2017, as part of Plaintiff's motion for preliminary approval. (See ECF No. 72-2).

[3] Capitalized terms not defined herein shall have the definition set forth in the Settlement Agreement.

discovery responses and attending a deposition.

2. Pay an award to Class Counsel not to exceed forty (40) percent of the Settlement Class Fund for attorneys' fees, litigation expenses and the costs of administering the settlement for a total of $190,000. The remainder of the Settlement Class Fund after payments under Section 1 and 2 will be referred to as the "Net Settlement Amount."

3. From the Net Settlement Amount, totaling $275,000, pay the Class Claimants.

Defendant XPO LM does not oppose this request.

If this Court grants final approval of the proposed settlement, the final settlement administration will be conducted by Garden City Group, LLC (the "Settlement Administrator" or "Garden City"), a private settlement administration firm selected by the parties, that has already participated in this litigation by engaging in the claims notice process.

Plaintiff asserted that, as a result of his misclassification, he was forced by Defendant to pay back some of his earned wages through deductions and expenses that Defendant should have borne and that he did not receive overtime pay for hours over 40 per week. As such, the Net Settlement Amount will be allocated as follows. Based on the information provided by XPO LM and responses from the notice of the settlement, Class Counsel will determine the number of Carriers, Secondary Drivers and Helpers, and the dates of service for those individuals ("Settlement Days"). Carriers shall receive credit for each Settlement Day. For purposes of calculating their respective Individual Settlement Amounts, Secondary Drivers and Helpers

shall receive credit for 1/8 of a day for each Settlement Day. Class Counsel shall divide the Net Settlement Amount by the total number of Settlement Days for all Class Claimants in order to establish a dollar amount per Settlement Day (the "Daily Amount"). Each Class Claimant's Individual Settlement Amount shall be calculated by multiplying the Class Claimant's number of Settlement Days by the Daily Amount.

Payment of the Individual Settlement Amounts to each Class Claimant will be made no later than 14 days after the Effective Date.

In the event that any Class Claimant is deceased, payment shall be made payable to the estate of that Settlement Class Member and delivered to the executor or administrator of the estate.

Class counsel proposes, and Defendant XPO LM agrees not to object, that forty (40) percent of the settlement amount be set aside for the payment of attorney's fees, costs and expenses, including the cost of hiring the Settlement Administrator to administer the settlement. Class Counsel believes that the requested fee is fair, appropriate, and in line with other settlements. In addition, Plaintiff asks the court to approve the Incentive Payment as set forth above for the named Plaintiff.

C. <u>The Court's Preliminary Approval Order and Pre-Hearing Notice</u>.

Pursuant to the Court's Preliminary Approval Order, beginning on July 14, 2017, Garden City Group, LLC ("Garden City"), the Court-appointed Claims

Administrator, caused the Class Notice and Claim Forms to be mailed to all Settlement Class Members who were identified by counsel for Defendant on June 29, 2017. (See Declaration of Loree B. Kovach, dated September 27, 2017, at ¶¶ 7, 10) (hereinafter the "Kovach Decl."). According to the terms of the Settlement and this Court's Order, Settlement Class Members were provided forty-five (45) days to file claim forms with the settlement administrator, opt-out of the settlement, or file objections. As of September 27, 2017, no member of the settlement class has opted out or requested to be excluded. (See Kovach Decl. at ¶¶ 17-18).

II. LEGAL ARGUMENT.

POINT I

THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE AND THEREFORE WARRANTS FINAL APPROVAL.

A. The Standards for Approving Class Action Settlements.

In the Third Circuit, "there is an overriding public interest in settling class action litigation, and it should therefore be encouraged." In re Warfarin Sodium Antitrust Litigation, 391 F.3d 516, 535 (3d Cir. 2004). This is because "substantial judicial resources can be conserved by avoiding formal litigation" and "[t]he parties may also gain significantly from avoiding the costs and risks of a lengthy and complex trial." In re General Motors Corp. Pick-Up Truck Fuel Tank Products Liability Litigation, 55 F.3d 768, 784 (3d Cir. 1995).

In determining whether to approve a class action settlement, "[t]he Court must determine whether the compromises reflected in the settlement—including those terms relating to the allocation of settlement funds—are fair, reasonable, and adequate when considered from the perspective of the class as a whole." In re Baby Products Antitrust Litigation, 708 F.3d 163, 174 (3d Cir. 2013); Fed. R. Civ. P. 23(e)(2) ("If the proposal would bind class members, the court may approve it only after a hearing and on finding that it is fair, reasonable, and adequate").

"[T]he Girsh[4] decision set out several factors that courts should consider when deciding whether to approve a proposed class action settlement." Landsman & Funk, P.C. v. Skinder-Strauss Associates, 639 Fed.Appx. 880, 883 (3d Cir. 2016); see also In re Baby Products, 708 F.3d at 174 ("In [Girsh], we set out nine factors that courts should consider when deciding whether to approve a settlement").

The nine Girsh factors that must be considered are:

> 1) the complexity and duration of the litigation; 2) the reaction of the class to the settlement; 3) the stage of the proceedings and the amount of discovery completed; 4) the risks of establishing liability; 5) the risks of establishing damages; 6) the risks of maintaining a class action; 7) the ability of the defendants to withstand a greater judgment; 8) the range of reasonableness of the settlement in light of the best possible recovery; and 9) the range of reasonableness of the settlement in light of the attendant risks of litigation.

Landsman, 639 Fed.Appx. at 883, fn. 2; Girsh, 521 F.2d at 157. Moreover, a District

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[4] Girsh v. Jepson, 521 F.2d 153 (3d Cir. 1975).

Court should "apply an initial presumption of fairness when reviewing a proposed settlement where: '(1) the settlement negotiations occurred at arm's length; (2) there was sufficient discovery; (3) the proponents of the settlement are experienced in similar litigation; and (4) only a small fraction of the class objected.'" Warfarin, supra, 391 F.3d at 535 (quoting In re Cendant Corp. Litigation, 264 F.3d 201, 232, fn. 18 (3d Cir. 2001)).

B. The Settlement in this Case Satisfies The *Girsh* Factors.

1. The Complexity and Duration of the Litigation.

The first Girsh factor "'captures the probable costs, in both time and money, of continued litigation.'" In re National Football League Players Concussion Injury Litigation, 821 F.3d 410, 437 (3d. Cir. 2016) ("In re NFL") (quoting Warfarin, supra, 391 F.3d at 535-36 (quoting Cendant, supra, 264 F.3d at 233)).

Continued litigation of this matter would likely involve significant expense and time, including the involvement of experts and a lengthy trial to present all of the evidence from all parties. The parties have already exchanged thousands of pages of documents, deposed witnesses and exchanged other information. All of that information would be presented at trial, leading to a lengthy process. Moreover, even if Plaintiff were to win a class action judgment at trial, Defendant would file post-trial motions and/or appeals, which could last for several years before reaching final judgment in this matter.

2. The Reaction of the Class to the Settlement.

"'The second Girsh factor 'attempts to gauge whether members of the class support the settlement.'" In re NFL, supra, 821 F.3d at 438 (quoting Warfarin, supra, 391 F.3d at 536).

Out of 874 Class Notices and Claim Forms sent to the class by settlement administrator Garden City, there were zero (0) objections and zero (0) requests for exclusions by the Class Members. (See Kovach Decl. at ¶¶ 10, 17-18). To date, 38 claim forms have been received (Id. at ¶ 16). In light of this positive response to the Class Notice, the lack of objections and requests for exclusion, it is clear that the overall reaction of the class to the settlement is a favorable one.

3. The Stage of the Proceedings and the Amount of Discovery Completed.

"'The third Girsh factor 'captures the degree of case development that class counsel [had] accomplished prior to settlement. Through this lens, courts can determine whether counsel had an adequate appreciation of the merits of the case before negotiating.'" In re NFL, supra, 821 F.3d at 438-39 (quoting Warfarin, supra, 391 F.3d at 537).

As discussed above, during the approximately two years that this case has been pending, the parties have conducted substantial investigation of the facts and law relevant to the Plaintiff's claims and XPO LM's defenses, and this case has been extensively litigated. After the filing of this lawsuit, the parties engaged in motion

practice and conducted extensive discovery. The parties exchanged (and responded to) numerous discovery requests and the parties briefed certain discovery disputes that they could not resolve through motion practice. The parties appeared before the Court multiple times to resolve these disputes. XPO LM ultimately produced more than 2,000 pages to the Plaintiff, and the Plaintiff also produced substantial discovery to XPO LM. The Plaintiff deposed three XPO LM employees, including XPO LM's Vice President of Operations who oversaw the terminal at the heart of this dispute and who had previously submitted two declarations in this action, and XPO LM deposed the Plaintiff.

The parties informed the Court during a status conference held on October 17, 2016 that the parties had begun discussing settlement. Over the next two weeks, the parties continued communicating about settlement and the Plaintiff ultimately provided XPO LM with a settlement demand on October 31, 2016. The parties exchanged multiple emails and conducted telephone conversations in November, and they agreed to meet in person to continue settlement negotiations. On November 21, 2016, the parties met in Washington, D.C. to negotiate. Following extensive negotiations, the parties reached an arm's-length settlement. The parties have therefore engaged in substantial discovery, litigation and settlement negotiation to date, and this matter is therefore appropriate for final settlement.

4. The Risks of Establishing Liability, Damages and Maintaining a Class Action as Well as the Ability of Defendant XPO LM to Withstand a Greater Judgment.

"'The fourth and fifth Girsh factors survey the possible risks of litigation in order to balance the likelihood of success and the potential damage award if the case were taken to trial against the benefits of an immediate settlement.'" In re NFL, supra, 821 F.3d at 439 (quoting In re Prudential Ins. Co. America Sales Practice Litigation Agent Actions, 148 F.3d 283, 319 (3d Cir. 1998)).

With regard to the sixth Girsh factor, "In a settlement class, this factor becomes essentially 'toothless' because 'a district court need not inquire whether the case, if tried, would present intractable management problems[,] ... for the proposal is that there be no trial.'" In re NFL, 821 F.3d at 440 (quoting In re Prudential, 148 F.3d at 321).

"The seventh Girsh factor is most relevant when the defendant's professed inability to pay is used to justify the amount of the settlement." In re NFL, 821 F.3d at 440. "Indeed, 'in any class action against a large corporation, the defendant entity is likely to be able to withstand a more substantial judgment, and, against the weight of the remaining factors, this fact alone does not undermine the reasonableness of the ... settlement.'" Ibid. (quoting Sullivan v. DB Investments, Inc., 667 F.3d 273, 323 (3d Cir. 2011)).

The risks in this matter include, among other things, the risk that Plaintiff may not be successful in proving the liability of Defendant XPO LM at trial and that summary judgment may be granted in Defendant's favor. Defendant specifically denies any liability or wrongdoing of any kind associated with the alleged claims, and further contends that, for any purposes other than this proposed settlement, the action is not appropriate for class treatment. Defendant claims that it is not the employer of any of the Settlement Class Members and asserts there are material differences between Settlement Class Members that could be a basis to deny class certification.

The Settlement Class Members face other significant litigation risks. For example, the Third Circuit has yet to establish whether the Federal Aviation Administration Authorization Act would preempt the application of New Jersey's "ABC" test. See e.g. Massachusetts Delivery Ass'n v. Healey, 821 F.3d 187 (1st Cir. 2016) (analyzing FAAAA preemption with respect to motor carriers and the "ABC" test under Massachusetts law). Furthermore, Plaintiffs' overtime claims are limited by the potential that they could only recover time and a half of the minimum wage, severely limiting the Settlement Class Members' potential recovery.

The parties have negotiated, at arm's length and reached a settlement that preserves Plaintiff's and the Class Members' claims without the need for an extended trial and the risks associated therewith. This settlement is a fair resolution

of the claims that the plaintiff raised against XPO LM, regardless of whether XPO LM could theoretically withstand a greater judgment at trial.

5. Range of Reasonableness of the Settlement in Light of the Best Possible Recovery and All Attendant Risks of Litigation.

"In evaluating the eighth and ninth Girsh factors, we ask 'whether the settlement represents a good value for a weak case or a poor value for a strong case.'" In re NFL, supra, 821 F.3d at 440 (quoting Warfarin, supra, 391 F.3d at 538). "'The factors test two sides of the same coin: reasonableness in light of the best possible recovery and reasonableness in light of the risks the parties would face if the case went to trial.'" Ibid. (quoting Warfarin, 391 F.3d at 538). "'[T]he present value of the damages plaintiffs would likely recover if successful, appropriately discounted for the risk of not prevailing, should be compared with the amount of the proposed settlement.'" Ibid. (quoting In re Prudential, supra, 148 F.3d at 322). "The evaluating court must, of course, guard against demanding too large a settlement based on its view of the merits of the litigation; after all, settlement is a compromise, a yielding of the highest hopes in exchange for certainty and resolution." In re General Motors, supra, 55 F.3d at 806.

In this case, the $475,000.00 settlement after approximately two years of litigation represents certainty and resolution for the Plaintiffs, who would otherwise have a difficult time proving individual liability and damages at trial. Proving individual damages would also be a significant burden to Plaintiffs, causing many

of them to likely abandon their efforts despite the potential validity of their case. In addition, proving damages would require experts, which would lead to additional time and expense in this litigation.

In light of the above, Plaintiff submits that this Settlement meets all of the requirements of a fair, reasonable and adequate settlement as required under Fed. R. Civ. P. 23(e)(2), and respectfully requests that this Court grant final approval of the settlement.

POINT II

THE PROPOSED PLAN OF ALLOCATION IS FAIR AND REASONABLE AND SHOULD BE APPROVED.

"The court's principal obligation is simply to ensure that the fund distribution is fair and reasonable as to all participants in the fund." Walsh v. Great Atlantic & Pacific Tea Co., Inc., 726 F.2d 956, 964 (3d Cir. 1983). "'In general, a plan of allocation that reimburses class members based on the type and extent of their injuries is reasonable.'" McCoy v. Health Net, Inc., 659 F.Supp.2d 448, 469 (D.N.J. 2008) (quoting In re Ikon Office Solutions, Inc., Secs. Litig., 194 F.R.D. 166, 184-85 (E.D. Pa. 2000)); see also Mulroy v. National Water Main Cleaning Co. of New Jersey, Civil Action No. 12-3669 (WJM) (MF), 2014 WL 7051778, at *5 (D.N.J. Dec. 12, 2014) (same).

In this matter, the Plan of Allocation is as follows:

1. The total settlement amount is $475,000 (the "Settlement Class Fund").

2. Pay an Incentive Payment of $10,000 to Class Representative Leonardo Alegre. He participated actively in filing this litigation, including providing information leading to the filing of the lawsuit, providing discovery responses and attending a deposition.

3. Pay an award to Class Counsel not to exceed forty (40) percent of the Settlement Class Fund for attorneys' fees, litigation expenses and the costs of administering the settlement for a total of $190,000. The remainder of the Settlement Class Fund after payments under Section 2 and 3 will be referred to as the "Net Settlement Amount."

4. From the Net Settlement Amount, totaling $275,000, pay the Class Claimants.

5. The Net Settlement Amount will be allocated as follows: Based on the information provided by XPO LM, the newspapers and radio advertisements, and responses from the notice of the settlement and claim forms, Class Counsel will determine the number of Carriers, Secondary Drivers and Helpers, and the dates of service for those individuals ("Settlement Days"). Carriers shall receive credit for each Settlement Day. For purposes of calculating their respective Individual Settlement Amounts, Secondary Drivers and Helpers shall receive credit for 1/8 of a day for each Settlement Day. Class Counsel shall divide the Net Settlement Amount by the total number of Settlement Days for all Class Claimants in order to establish a dollar amount per Settlement Day (the "Daily Amount"). Each Class Claimant's Individual Settlement Amount shall be calculated by multiplying the Class Claimant's number of Settlement Days by the Daily Amount.

6. The settlement is non-reversionary, meaning that any unclaimed shares will be redistributed to the Class Claimants.

7. Settlement checks that are not cashed, after claims are made, will be paid to the *cy pres* beneficiary: The National Employment Law Project.

Plaintiff asserted that, as a result of his misclassification, he was forced by Defendant XPO LM to pay back some of his earned wages through deductions and

expenses that Defendant should have borne and that he did not receive overtime pay for hours worked over 40 per week. This Plan of Allocation seeks to compensate each Class Member based on this exact type and extent of his or her injuries, just as contemplated by established precedent. This allocation is therefore fair and reasonable, and Plaintiff requests that this Court grant final approval of this Settlement.

POINT III

NOTICE TO THE CLASS SATISFIED THE REQUIREMENTS OF RULE 23 AND DUE PROCESS.

The Federal Rules of Civil Procedure require that, in a Rule 23(b)(3) class action, class members be given the "best notice that is practicable under the circumstances including individual notice to all members who can be identified through reasonable effort." Fed. R. Civ. P. 23(c)(2)(B). "The notice must clearly and concisely state in plain, easily understood language:

> (i) the nature of the action;
> (ii) the definition of the class certified;
> (iii) the class claims, issues, or defenses;
> (iv) that a class member may enter an appearance through an attorney if the member so desires;
> (v) that the court will exclude from the class any member who requests exclusion;
> (vi) the time and manner for requesting exclusion; and
> (vii) the binding effect of a class judgment on members under Rule 23(c)(3).

Fed. R. Civ. P. 23(c)(2)(B)(i)-(vii); see also Hall v. AT&T Mobility LLC, Civil Action No. 07-5325 (JLL), 2010 WL 4053547, at *4-5 (D.N.J. Oct. 13, 2010).

As stated above, in accordance with this Court's Preliminary Approval Order of March 22, 2017, beginning on July 14, 2017, Garden City, the Court-approved Claims Administrator, began the process of notifying the class members of this proposed settlement. (See Kovach Decl. at ¶ 10). On June 29, 2017, Garden City received the text of the settlement documents preliminarily approved by this Court and began drafting the Class Notices. (See Kovach Decl. at ¶ 7). On the same date, counsel for Defendant provided Garden City with 880 data records for potential Settlement Class Members, 874 of which were ultimately determined to be unique after a de-duplication process was performed. (See Kovach Decl. at ¶¶ 7-8).

After reviewing the mailing addresses with the United States Postal Service National Change of Address Database ("NCOA"), Garden City prepared and mailed Class Notices to 874 members on July 14, 2017. (See Kovach Decl. at ¶¶ 9-10).

Garden City also ran "summary notice" twice in the English and Spanish language editions of the *The Star-Ledger*, and once in the Spanish language publication *El Especialito*. (See Kovach Decl. at ¶ 14). The summary notice was published on August 2, 2017 and August 7, 2017, in the English language edition of *The Star-Ledger*. (Id.) The summary notice was published on August 4, 2017 and August 11, 2017, in the Spanish language edition of *The Star-Ledger,* and in the

August 4, 2017 edition of *El Especialito.* (Id.)

Garden City also arranged for summary notice to be read on WSKQ, a Spanish-language radio station located in New Jersey, The reading of the summary notice was aired on Friday, August 4, 2017 at 12:57 pm EST. (See Kovach Decl. at ¶ 15).

The Settlement Class Members had a full forty-five (45) days in which to respond and file a claim. This notice process is in conformity with this Court's Preliminary Approval Order, and is more than sufficient under the requirements of Fed. R. Civ. P. 23(c)(2)(B). The Plaintiff therefore respectfully requests that this Court grant final approval of this Settlement.

III. CONCLUSION

For the reasons set forth herein, Plaintiff respectfully requests that this Court grant final approval of the class action settlement agreement reached in this litigation and execute and enter the proposed form of Order and Final Judgment Approving Class Action Settlement filed contemporaneously herewith.

Respectfully submitted,

/s/ Ravi Sattiraju

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