

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

In re C.H. Robinson Worldwide, Inc.,
Overtime Pay Litigation.

Case No. 07-md-1849 (JNE)

The Court conditionally certified collective actions under the Fair Labor Standards Act. Later, the Court decertified the putative collective actions. Individuals who had opted to join the putative collective actions then filed separate actions in several districts. The Judicial Panel on Multidistrict Litigation transferred the actions to the District of Minnesota for coordinated or consolidated pretrial proceedings. The case is before the Court on the parties' joint motions to approve settlements and C.H. Robinson Worldwide, Inc.'s supplemental motion regarding settlement approval.

Motions to approve settlements

Plaintiffs allege that they were improperly classified as exempt under the Fair Labor Standards Act (FLSA) and worked hours for which they were not properly paid. C.H. Robinson Worldwide denies the allegations. The parties dispute a number of significant issues in this case, including: (a) whether Plaintiffs were exempt from the overtime requirements of the FLSA, and thus whether C.H. Robinson Worldwide can be held liable for any of the settled claims; (b) whether Plaintiffs worked more than forty hours per week; (c) whether C.H. Robinson Worldwide acted in good faith at all times, and thus whether Plaintiffs are entitled to liquidated damages; (d) whether C.H. Robinson Worldwide willfully disregarded Plaintiffs' rights under the FLSA, and thus whether the applicable statute of limitations should be two years or three; and (e) what calculation, if any, should govern monies allegedly owed to Plaintiffs for hours allegedly worked in excess of forty per week. The parties reached Settlement Agreements. The parties jointly assert that their Settlement Agreements are fair, reasonable, and adequate,

particularly in light of the numerous disputed issues that exist, the uncertainty of continued litigation, and the uncertainty surrounding what relief Plaintiffs may or may not obtain through continued litigation.

With regard to Plaintiffs REDACTED

REDACTED the Court has reviewed their Settlement Agreements. Based on that review, the Court finds that the Settlement Agreements are fair, reasonable, and adequate. The Court therefore grants the joint motion to approve the individual Settlement Agreements between C.H. Robinson Worldwide and REDACTED and dismisses the four plaintiffs' claims.

With regard to the remaining plaintiffs who settled their claims, the Court has reviewed the Settlement Agreement between C.H. Robinson Worldwide and Plaintiff REDACTED. The parties jointly represent that, with the exception of the names of the plaintiffs and the dollar amounts to be paid, the terms in REDACTED Settlement Agreement are generally identical in all material respects as the terms in every other Settlement Agreement between Defendant and the remaining plaintiffs. Based on the Court's review of REDACTED Settlement Agreement, the Court finds that the Settlement Agreements are fair, reasonable, and adequate. The Court therefore grants the joint motion for settlement approval and dismisses the remaining plaintiffs' claims.¹

¹ The parties condition their joint motion for settlement approval on the Court's grant of C.H. Robinson Worldwide's motion to dismiss with prejudice the claims of eight plaintiffs for lack of prosecution [Docket No. 56]. By separate Order, the Court denied the motion insofar as C.H. Robinson Worldwide sought the dismissal of REDACTED claim because REDACTED had submitted settlement documents. The Court otherwise granted the motion. The Court assumes that the parties persist in their joint motion for settlement approval notwithstanding the denial in part of C.H. Robinson Worldwide's motion to dismiss.

