

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF TENNESSEE
AT CHATTANOOGA**

JONATHAN MANLOVE, individually and)	
on behalf of others similarly situated,)	Case No. 1:18-cv-145
)	
<i>Plaintiff,</i>)	Judge Travis R. McDonough
)	
v.)	Magistrate Judge Christopher H. Steger
)	
VOLKSWAGEN)	
AKTIENGESELLSCHAFT et al.,)	
)	
<i>Defendants.</i>)	

**JUDGMENT ORDER GRANTING FINAL APPROVAL OF THE CLASS
SETTLEMENT AND APPROVAL OF ATTORNEYS' FEES
CONSISTENT WITH THE PARTIES' SETTLEMENT AGREEMENT**

Before the Court is Plaintiffs' unopposed motion for final approval of the class settlement, under Rule 23 of the Federal Rules of Civil Procedure and the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. §§ 621 *et seq.* (Doc. 136). The Court held a hearing on the motion on May 6, 2020, to determine whether the proposed settlement of this action on the terms and conditions provided for in the parties' settlement agreement is fair, reasonable, and adequate; whether the settlement should be finally approved by the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure; and whether this action should be dismissed pursuant to the settlement. (*See* Doc. 143.) For the reasons that follow, the Court will **GRANT** Plaintiffs' unopposed motion to approve the settlement and the agreed-upon attorneys' fees (Doc. 136). Additionally, the Court will **DENY AS MOOT** all motions that remain pending (Docs. 110, 113, 115).

WHEREAS, Plaintiff Jonathan Manlove, on behalf of himself and others similarly situated, brought this suit against Defendants Volkswagen Aktiengesellschaft, Volkswagen Group of America, Inc., and Volkswagen Group of America Chattanooga Operations, LLC (collectively, “Defendants”), alleging violations of the ADEA and the Tennessee Human Rights Act (“THRA”), Tenn. Code Ann. §§ 4-21-101 *et seq.*, and seeking class-wide injunctive relief to prevent and remedy alleged discrimination against current and former employees fifty years of age or older;

WHEREAS, Defendants have denied and continue to deny all of the allegations and have denied and continue to deny that they are liable with respect to the alleged facts or causes of action asserted in this action;

WHEREAS, Plaintiffs and Defendants entered an agreement on January 31, 2020, to settle this class and collective action (the “Settlement Agreement”);

WHEREAS, the Settlement Agreement requires Defendants to implement or maintain significant programmatic measures and reforms specifically tailored, based on Plaintiffs’ experiences and recommendations, to remedy Defendants’ alleged policy and practice of discrimination against the Class Members;¹

WHEREAS, the Court entered an order, dated February 3, 2020 (“Preliminary Approval Order”), that (i) preliminarily approved the proposed collective-action and class-action settlement in this case, (ii) certified the Federal Rule of Civil Procedure 23(b)(2) Class and 29 U.S.C. § 216(b) ADEA Collective for settlement purposes only, (iii) appointed Kevin Sharp, Andrew Melzer, and Leigh Anne St. Charles of Sanford, Heisler Sharp, LLP, as Class Counsel,

¹ All capitalized terms not otherwise defined herein have the meanings ascribed to them in the Settlement Agreement (Doc. 133-1).

(iv) appointed Jonathan Manlove, Laura Carter, and Ricky Orr as adequate Settlement Class Representatives, (v) appointed RG2 Claims Administration , LLC, as Class Administrator, (vi) authorized Notice to the Class Members; and (vii) scheduled a Final Fairness Hearing for May 6, 2020;

WHEREAS, on April 15, 2020, Plaintiffs filed an unopposed Motion for Final Approval of the Class Settlement and for Approval of Attorneys' Fees Consistent with the Parties' Settlement Agreement requesting:

- a. Final approval of the settlement of this case as memorialized in the parties' Settlement Agreement, dated January 31, 2020, including approval of the \$995,000 that Defendants agreed to pay as a fair and reasonable settlement of Plaintiffs' and the Class Members' claims for attorneys' fees, costs, and expenses; and
- b. Entry of an Order and Judgment dismissing the Named and Opt-in Plaintiffs' Claims with prejudice and without costs, except as specified in the Settlement Agreement, and permanently barring and enjoining Class Members from pursuing any Released Claims, as defined in the Settlement Agreement.

WHEREAS, the Court has reviewed and considered the proposed Settlement Agreement and Plaintiffs' unopposed submissions in support thereof and has held oral argument at the Final Fairness Hearing in this matter on May 6, 2020.

THE COURT NOW FINDS AND ORDERS AS FOLLOWS:

1. Notice. The Court **FINDS** that dissemination of the Notice as provided in the Preliminary Approval Order constituted the most effective and practicable notice under the circumstances to all Settlement Class Members concerning the pendency of this action, the

proposed Settlement, and the Final Fairness Hearing and constituted due and sufficient notice to all persons entitled to receive notice required by due process and Rules 23(b) and 23(e)(1) of the Federal Rules of Civil Procedure, 29 U.S.C. § 216(b), and any other applicable rule or law.

2. Final Approval of the Settlement. The Court **APPROVES** the proposed Settlement Agreement as fair, reasonable, and adequate, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, and as meeting the applicable standards for settlement under the ADEA. Every term, provision, condition, and agreement contained in the Settlement Agreement, including all exhibits thereto, apply and are adopted, incorporated, and made part of this Final Judgment, as if copied herein, and shall be effective, implemented, and enforced as provided in the Settlement Agreement. Specifically, the Court **FINDS** that:

- a. The Settlement Agreement was the product of well-informed, arm's-length negotiations with no hint of collusion that were overseen by an experienced mediator, Michael Russell;
- b. The Settlement Agreement provides substantial relief for Class Members, especially in light of the significant litigation risks had the case not been resolved through settlement;
- c. The parties possessed the information needed to assess their respective positions, as Class Counsel performed a thorough investigation of the facts and as the parties fleshed out their positions in extensive motion practice and engaged in informal discovery prior to mediation;
- d. Class Counsel have significant experience in complex class litigation, particularly in the employment-discrimination context, and they strongly endorse the Settlement Agreement as an outstanding result for Plaintiffs and Class Members;

- e. Defendants complied with their obligations pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715;
- f. Plaintiffs and Class Members support the Settlement Agreement; indeed, no Class Member has filed a valid objection or raised any valid concerns regarding the terms of the Settlement Agreement;
- g. The Settlement Agreement serves the public interest by, first, resolving what would otherwise likely be long and protected litigation and, second, remediating Defendants' alleged discriminatory practices; and
- h. The Settlement Agreement treats the Settlement Class Members fairly and equitably, preserving each absent Settlement Class Member's ability to bring claims for individualized relief and granting the entire Settlement Class the same highly substantial programmatic relief.

3. Attorneys' Fees, Costs, and Expenses. The Court **APPROVES** Class Counsel's attorneys' fees and costs in the amount of \$995,000, as specified in the Settlement Agreement. The Court **FINDS** that the negotiated fee and cost award represents a fair and reasonable compromise in light of Class Counsel's extensive work and efforts on the case and the benefits achieved for the class. Specifically, the Court **FINDS** that:

- a. The negotiated fee and cost award is entitled to a presumption of reasonableness. Plaintiffs' request for attorneys' fees and expenses is separate and apart from the class settlement, which is not a monetary common fund, and will not in any way diminish the class settlement. Attorneys' fees were not discussed until the material terms of the Settlement Agreement had been agreed upon, and the

negotiations took place at arm's length between sophisticated counsel and under the supervision of a well-respected mediator;

- b. Class Counsel rendered a substantial benefit to the Class by obtaining class-wide injunctive relief, including substantial changes to the policies and practices of Defendants that Plaintiffs specifically challenged as discriminatory in this action;
- c. Class Counsel should be compensated for bringing this inherently difficult and risky class action seeking to eradicate discrimination and vindicate legal protections;
- d. Class Counsel are entitled to a fee that reflects the degree of risk they assumed by accepting this matter on a wholly contingent-fee basis and working thousands of hours for which they risked not being compensated;
- e. The difficulties and complexities of this case were greater than those found in most employment-discrimination cases;
- f. Class Counsel are highly skilled and experienced in class employment-discrimination matters and have achieved a number of exceptional results on behalf of workers throughout the country over the last several years; and
- g. Class Counsel's fee and cost award is reasonable under the lodestar method of analysis. Class Counsel have invested \$2,080,134.75 worth of time in obtaining a fair, reasonable, and adequate settlement for the Class. The negotiated fee and cost award amounts to less than half of Class Counsel's lodestar, which is reasonable.

4. Jurisdiction. The Court finds that it has jurisdiction over the subject matter of this action, the Settlement Class Representatives, the other Settlement Class Members, and Defendants.

5. Final Judgment and Dismissal with Prejudice. This class and collective action shall be **DISMISSED WITH PREJUDICE** and without costs, except as specified in the Settlement Agreement. By virtue of this Final Judgment, upon the Effective Date, all Class Members will be bound by the Settlement Agreement and permanently barred and enjoined from prosecuting any of the Released Claims against any of the Released Parties. Further, upon the Effective Date, the Rule 23(b)(2) Class Members shall be deemed to have, and by operation of this Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Released Parties from any and all State Law Released Claims; and the ADEA Collective Action Members shall be deemed to have, by virtue of their Opt-in and Waiver and Release of ADEA Claims forms and by the operation of this Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Released Parties from any and all ADEA Released Claims.

For the reasons set forth above, the Court **GRANTS** Plaintiffs' motion to approve the settlement and the agreed-upon attorneys' fees (Doc. 136) and **DENIES AS MOOT** all remaining pending motions (Docs. 110, 113, 115). This action is hereby **DISMISSED WITH PREJUDICE**. There being no further matters to resolve, the Clerk is **DIRECTED** to close the case.

SO ORDERED.

/s/ Travis R. McDonough

**TRAVIS R. MCDONOUGH
UNITED STATES DISTRICT JUDGE**

ENTERED AS A JUDGMENT
s/ John Medearis
CLERK OF COURT