IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS
WESTERN DIVISION

NATIONAL TRUCKING FINANCIAL RECLAMATION SERVICES, LLC, EDIS TRUCKING, INC., BRUCE TAYLOR, JERRY FLOYD, MIKE CAMPBELL, PAUL OTTO, TOWNES TRUCKING, INC. and R&R TRANSPORTATION, INC., individually, and on behalf of all others similarly situated, Plaintiffs, vs. PILOT CORPORATION, PILOT TRAVEL CENTERS, LLC D/B/A PILOT FLYING J, FJ MANAGEMENT, INC., CVC CAPITAL PARTNERS, JAMES A. "JIMMY" HASLAM, III, MARK HAZELWOOD, MITCH STEENROD, SCOTT WOMBOLD, JOHN FREEMAN, VINCENT GRECO and BRIAN MOSHER, Defendants.	Case No. 4:13-CV-00250-JMM

PLAINTIFFS' MEMORANDUM IN SUPPORT OF JOINT MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT AND APPROVAL OF NOTICE TO SETTLEMENT CLASS MEMBERS

Plaintiffs National Trucking Financial Reclamation Services, LLC, Bruce Taylor, Edis Trucking, Jerry Floyd, Mike Campbell, Paul Otto, Townes Trucking, Inc., and R&R Transportation, Inc., on behalf of themselves and the Settlement Class, submit this memorandum in support of the Parties' joint motion for preliminary approval of the class Settlement Agreement and to approve the proposed Class Action Settlement Notice.

I. INTRODUCTION

The Parties and their counsel seek preliminary approval of a class of those customers of Pilot/Flying J who were involved in a rebate or discount program, where some of the customers were systematically underpaid the rebates they were due from Pilot/Flying J under their rebate and discount programs (collectively referred to herein as the "Discount Programs.").

Plaintiffs and their counsel have achieved an extraordinarily good result for the class. All class members will receive back every dime that they were shortchanged, plus interest at a healthy rate. Their recovery will be net to them, as all expenses connected with the settlement, including attorneys' fees, will be paid by Defendants. All accounts will be audited, and the auditors will be audited, all at the expense of Defendants. Moreover, Defendants will submit to an injunction to prohibit these underpayments from occurring in the future. Plaintiffs and their counsel are very pleased to submit this proposed class settlement to this Court for preliminary approval.

II. THE SETTLEMENT

As a result of arm's-length negotiations between proposed Co-Lead Counsel[1] and Defendants, a proposed class settlement has been reached. A signed copy of the Settlement Agreement (the "Agreement") is attached as Exhibit 1 to joint motion for preliminary approval. The proposed "Settlement Class" under Fed. R. Civ. P. 23(a) and (b) is defined as follows:

> All persons and entities in the United States who purchased over the road diesel fuel for commercial use in Class 7 and Class 8 vehicles (as Class 7 and Class 8 are defined by the United States Department of Transportation) from Defendants Pilot Corporation and Pilot Travel Centers LLC d/b/a Pilot Flying J pursuant to a diesel fuel rebate program or discount program (which rebate or discount program is defined as a cost-plus and/or retail-minus discount program (not to include

[1] Co-Lead Counsel are Don Barrett, Don Barrett, P.A., Mike Roberts, Roberts Law Firm, P.A., and Thomas P. Thrash, Thrash Law Firm, P.A.

discounts for payments made by cash, check, or major credit card at point of sale)), or both, from January 1, 2008 to July 15, 2013.

The terms of the settlement are as follows:

- Defendants shall conduct an internal audit (which will be confirmed by an independent accountant selected by proposed Co-Lead Counsel) and shall pay any and all of the amount owed to each eligible Class Member in the Discount Programs plus interest calculated at six percent (6.00%) of the principal owed;
- Defendants shall pay all notice and settlement administration including accounting fees, fees and expenses of the claims administrator, and notice costs;
- Defendants agree to be permanently enjoined from deliberately and deceptively withholding price rebates or discounts from customers in the United States who purchase over the road diesel fuel for commercial use in Class 7 or Class 8 vehicles, without the knowledge or approval of the customers, and which results in Pilot charging the customers a higher price for diesel fuel than the agreed-upon price.
- Defendant shall pay attorneys' fees, costs, and expenses as approved by the Court and an incentive award to each of the named Class Plaintiffs.

By entering into the Agreement, neither Plaintiffs nor Defendants make any admissions relating to the claims and defenses raised in this lawsuit.

Proposed Co-Lead Counsel, on behalf of the proposed Class Representatives and the Class Members, respectfully submit that this settlement is fair, reasonable, adequate, in the best interests of the Settlement Class, and request that this Court grant preliminary approval of the settlement.

III. THE PROPOSED SETTLEMENT FALLS WELL WITHIN THE RANGE OF POSSIBLE APPROVAL

"A proposed settlement is presumptively reasonable at the preliminary approval stage, and there is an accordingly heavy burden of demonstrating otherwise." *Schoenbaum v. E.I. Dupont De Nemours & Co.*, 2009 WL 4782082, at *3 (E.D. Mo. Dec. 8, 2009). At preliminary approval, a court must assess the terms of a settlement only to determine whether it falls within the range of possible approval. *Holden v. Burlington N., Inc.*, 665 F. Supp. 1398, 1402 (D. Minn. 1987); *Schoenbaum v. E.I. Dupont De Nemours & Co.*, 2009 WL 4782082, *3 (E.D. Mo. Dec. 8, 2009) ("At the preliminary approval stage, the "fair, reasonable, and adequate" standard is lowered, with emphasis only on whether the settlement is within the range of possible approval due to an absence of any glaring substantive or procedural deficiencies."). *See also*, *In re Currency Conversion Fee Antitrust Litig.*, 2006 WL 3247396, at *5 (S.D.N.Y. Nov. 8, 2006) (citing *In re NASDAQ Mkt. Makers Antitrust Litig.*, 176 F.R.D. 99, 102 (S.D.N.Y. 1997) (same)).

"In approving a class settlement, the district court must consider whether it is "fair, reasonable, and adequate." *Van Horn et al. v. Trickey, et al*, 840 F.2d 604, 606-607(8th Cir. 1988) (citing *Grunin v. Int'l House of Pancakes*, 513 F.2d 114, 123 (8th Cir. 1975). *See also*, *Vernon Gries v. Standard Ready Mix Concrete, L.L.C.*, C07-4013-MWB, 2009 WL 427281, at *10 (N.D. Iowa Feb. 20, 2009). "Such a determination is committed to the sound discretion of the trial judge. Great weight is accorded his views because he is exposed to the litigants, and their strategies, positions and proofs. He is aware of the expense and possible legal bars to success. Simply stated, he is on the firing line and can evaluate the action accordingly." *Van Horn*, 840 F.2d at 606-607 (quoting *Grunin*, 513 F.2d at 123). "The district court's

determination will not be overturned unless the party challenging the settlement clearly shows that the district court abused its discretion." *Van Horn*, 840 F.2d at 607 (citing *Wiener v. Roth*, 791 F.2d 661, 662 (8th Cir. 1986); *In re Flight Transp.*, 730 F.2d at 1135; *Elliott v. Sperry Rand Corp.*, 680 F.2d 1225, 1227 (8th Cir. 1982)).

"The district court must consider a number of factors in determining whether a settlement is fair, reasonable, and adequate: the merits of the plaintiff's case, weighed against the terms of the settlement; the defendant's financial condition; the complexity and expense of further litigation; and the amount of opposition to the settlement." *Van Horn*, 840 F.2d at 607 (citing *Grunin*, 513 F.2d at 124). The Eighth Circuit Court of Appeals has observed that "[t]he most important consideration in deciding whether a settlement is fair, reasonable, and adequate is 'the strength of the case for plaintiffs on the merits, balanced against the amount offered in settlement.'" *Vernon Gries*, 2009 WL 427281, at *10.

Here, the proposed settlement is excellent. The amount offered in settlement is full relief, indeed a distinct rarity in most class settlements. Preliminary approval will provide immediate benefits to absent class members whose accounts will be immediately audited by internal and independent auditors and verified claims will be paid in full, plus interest at six percent (6%). The Settlement Class will incur no cost of administration of the Settlement, cost of independent auditors or legal fees to proposed Co-Lead Counsel.

A. The Settlement is Presumptively Fair Because it Resulted from the Arm's-Length Negotiations of Experienced and Informed Counsel

This class action settlement is entitled to a presumption of fairness because it resulted from arm's-length negotiations between experienced, capable counsel. *Wal-Mart*, 396 F.3d at 116 (A presumption of fairness, adequacy and reasonableness may attach to a class settlement

reached in arm's-length negotiations between experienced, capable counsel). Proposed Co-Lead Counsel in this case are highly experienced in consumer class actions. In this context, the opinions of experienced and informed counsel supporting settlement are entitled to considerable weight. *E.g., Currency Conversion Fee,* 263 F.R.D. at 122 (citing the "extensive" class action experience of counsel).

The settlement resulted from arm's-length negotiations that reached a broad final resolution that will compensate Class Members for one hundred percent (100%) of all claims owed to Class Members, plus interest at six percent (6%) and no obligation to pay any costs of administration, attorneys' fees, costs, or expenses. There is no need for further litigation. A lengthy trial of this action would delay its resolution by many years, as post-trial motions and appeals would inevitably follow regardless of the result, which militates in favor of approval of this settlement, especially when the settlement provides for the payment of one hundred percent (100%) of all claims, plus interest, all costs of administration and legal costs, as well as injunctive relief.

B. The Release Terms are Standard in Their Substance

As is customary in class action settlements, the releases here release all claims relating in any way to the conduct and acts that are alleged or could have been alleged in the operative complaints. Also consistent with typical class action releases, they "achieve a comprehensive settlement that [will] prevent re-litigation of settled questions at the core of [this] class action." *TBK Partners, Ltd. v. Western Union Corp.*, 675 F.2d 456, 460 (2d Cir. 1982).[2]

[2] *Maley v. Del Global Techs. Corp.*, 186 F. Supp. 2d 358, 362 (S.D.N.Y. 2002) (approval granted where "[d]elay, not just at the trial stage but through post-trial motions and the appellate process, would cause Class Members to wait [for] years for any recovery, further reducing its value").

IV. CERTIFICATION OF THE SETTLEMENT CLASS IS WARRANTED

This action meets all of the requirements of Rule 23(a) and (b)(3), thus demonstrating that the proposed class may be certified for settlement purposes.[3] *See, e.g., Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 613-14 (1997) (a settlement class must satisfy each requirement set forth in Rule 23(a), as well as at least one of the subsections of Rule 23(b)).

A. The Settlement Classes Satisfy the Requirements in Rule 23(a)

Each of the prerequisites of Rule 23(a) (numerosity, commonality, typicality, and adequacy) is satisfied as to the class.

1. The Class Is So Numerous That Joinder Is Impracticable

Defendants estimate there are in excess of 4,000 Class Members. A list of Class Members is being compiled from Defendants' records, which will enable Class Plaintiffs to identify all Class Members. The numerosity requirement of Rule 23(a) is satisfied when the class is "so numerous that joinder of all members is impracticable." Fed. R. Civ. P. 23(a)(1). Here, the requirement is satisfied because the Class consists of thousands of Class Members. *See Lockwood Motors, Inc. v. Gen. Motors Corp*., 162 F.R.D. 569, 574 (D. Minn. 1995) ("forty class members is generally sufficient.").

2. There Are Many Questions Common to all Class Members

The commonality requirement is met where "there are questions of law or fact common to the class." Fed. R. Civ. P. 23(a)(2). The standard established by Rule 23(a)(2) is "minimal." *Charrons v. Pinnacle Group N.Y. LLC*, 269 F.R.D. 221, 230 (S.D.N.Y. 2010). Commonality is also satisfied by demonstrating "that the class members 'have suffered the same injury.'" *Wal-*

[3] Defendants do not contest class certification for settlement purposes. However, in the event that the Settlement Agreement is terminated for any reason, including because the settlement is not finally approved, Defendants have reserved all defenses to and the right to contest class certification.

Mart Stores, Inc. v. Dukes, 131 S.Ct. 2541, 2551 (2011). This requirement of common questions of law or fact among members of the class is typically not difficult for class action plaintiffs to meet. *See Mund v. EMCC, Inc.,* 259 F.R.D. 180, 183–84 (D. Minn. 2009) ("[T]he commonality requirement imposes a very light burden on a plaintiff seeking to certify a class and is easily satisfied.").

Here, commonality is satisfied because all Class Members were allegedly injured due to Defendants' common course of conduct directed at each Class Member. All of the relevant facts focus on Defendants' conduct, and are common to the class. Accordingly, the settlement class satisfies Rule 23(a)(2).

3. Class Plaintiffs' Claims are Typical of Those of the Class

The typicality requirement is satisfied where "the claims or defenses of the representative parties are typical of the claims or defenses of the class." Fed. R. Civ. P. 23(a)(3). Simply put, this requires the court to consider whether "other members of the class ... have the same or similar grievances as the plaintiff," and the requirement is "fairly easily met" where the other class members' claims are similar to the named plaintiffs. *Alpern v. Utilicorp United, Inc.,* 84 F.3d 1525, 1540 (8th Cir. 1996) (internal quotations and citations omitted).

Under this standard, some factual differences in the class members' claims are permissible provided that the representatives' claims "arise[ ] from the same event or course of conduct as the class claims, and give[ ] rise to the same legal or remedial theory." *Id.*

Class Plaintiffs' claims are typical of the class as a whole. Like those of the other members of the class, Class Plaintiffs' injuries arise out of the same conduct by the same Defendants and are based on the same legal theories. Members of the Settlement Class seek redress for the unpaid rebates and discounts owed to Class Members as a result of Defendants'

conduct and/or seek to eliminate the wrongful conduct in the future. Because the same conduct was directed at both the Class Plaintiffs and other members of the class, the Rule 23(a)(3) standard is met.

4. The Settlement Class Is Fairly and Adequately Represented

Rule 23's adequacy requirement is satisfied if "the representative parties will fairly and adequately protect the interests of the class." Fed. R. Civ. P. 23(a)(4). Plaintiffs seeking to meet this requirement must make two separate showings: first, that the class members do not have interests that are antagonistic to one another; and second, that proposed Co-Lead Counsel are sufficiently qualified and experienced to manage the litigation. *Schoenbaum*, 2009 WL 4782082, at *7.

There are no conflicts between the Class Plaintiffs and other class members. Class Plaintiffs challenged the same course of conduct that caused them and all other class members' damages resulting from unpaid rebates and discounts owed to Class Members by Defendants. Consequently, the Class Plaintiffs' interest in proving liability and damages is aligned with that of other class members.

The qualifications and experience of proposed Co-Lead Counsel are also not an issue. Accordingly, the requirements of Rule 23(a)(4) relating to qualifications of proposed Co-Lead Counsel are satisfied.

B. The Damage Class Satisfies the Requirements of Rule 23(b)(3)

Rule 23(b)(3) provides for the certification of a damage class where "the court finds that the questions of law or fact common to class members predominate over any questions affecting only individual members, and that a class action is superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3). The proposed settlement

class, which consists of all persons and entities in the United States who purchased over the road diesel fuel for commercial use in Class 7 and Class 8 vehicles from Defendants Pilot Corporation and Pilot Travel Centers, LLC d/b/a Pilot Flying J pursuant to a Discount Program satisfies the Rule 23(b)(3) standard.

1. Common Questions of Law and Fact Predominate

The predominance standard requires "that the questions of law or fact common to class members predominate over any questions affecting only individual members." Fed. R. Civ. P. 23(b)(3). In the settlement context, "the predominance inquiry will sometimes be easier to satisfy" because settlement may eliminate manageability problems. *American Int'l Group,* 689 F.3d at 240-42 (finding the "manageability concerns posed by numerous individual questions of reliance disappear" in the settlement, making a settlement class certifiable even though a litigation class would not be). Moreover, where, as here, Class Plaintiffs allege that Defendants' common course of conduct caused damages to the settlement class, the predominance requirement is usually satisfied. *See, In re Catfish Antitrust Litig.*, 826 F. Supp. 1019 (N.D. Miss. 1993); *In re Sturm, Ruger, & Co., Inc. Sec. Litig.,* No. 2012 WL 3589610, at *10 (D. Conn. Aug. 12, 2012).

Here, because Class Plaintiffs alleged that injuries arise from a common fraudulent scheme by the Defendants, issues common to members of the Settlement Class predominate over any individual questions. *See Amchem,* 521 U.S. at 625 (Predominance is a test readily met in certain cases alleging consumer fraud). The complaint rests primarily upon the allegations that Defendants failed to pay Class Members rebates and discounts from diesel fuel purchases owed by Defendants to Class Members. All members of the Settlement Class would use common

proof to establish the existence of the conspiracies and their impact on all members of the class. The predominance requirement of Rule 23(b)(3) is satisfied in this case.

2. A Class Action is the Superior Method for Resolving this Case

The superiority prong requires "that a class action" be "superior to other available methods for fairly and efficiently adjudicating the controversy." Fed. R. Civ. P. 23(b)(3).[4] Rule 23(b)(3)'s superiority requirement is met "when the main objectives of Rule 23 are served," including "the efficient resolution of the claims or liabilities of many individuals in a single action, as well as the elimination of repetitious litigation and possibly inconsistent adjudications." *Califano v. Yamasaki,* 442 U.S. 682, 700-01 (1979) (superiority exists where the class action will "achieve economies of time, effort and expense and promote uniformity of decision as to persons similarly situated"). The superiority requirement, however, is applied in a more lenient fashion in the settlement context because the court "need not inquire whether the case, if tried, would present intractable management problems." *Amchem,* 521 U.S. at 620; *American Int'l Group,* 689 F.3d at 239, 240.

Here the superiority requirement is satisfied. Because the case is settled, no manageability issues will arise. Nevertheless, a class action would be the only possible means of resolving the claims of several hundred Class Members while, at the same time, avoiding the potential for "repetitious litigation" and "inconsistent adjudications" if the claims were brought separately. Also, the overwhelming majority of class members who have neither the incentive

[4] As Rule 23(b)(3) further provides, "[t]he matters pertinent to these findings include: (A) the class members' interests in individually controlling the prosecution or defense of separate actions; (B) the extent and nature of any litigation concerning the controversy already begun by or against class members; (C) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and (D) the likely difficulties in managing a class action." Fed. R. Civ. P. 23(b)(3).

nor the means to litigate their claims individually may pursue those claims only via the class device.

C. The Settlement Class Satisfies the Requirements of Rule 23(b)(2)

Rule 23(b)(2) requires a showing that "the party opposing the class has acted or refused to act on grounds that apply generally to the class, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the class as a whole." Fed. R. Civ. P. 23(b)(2). *See Dukes,* 131 S.Ct. at 2557 ("The key to the (b)(2) class is the indivisible nature of the injunctive or declaratory remedy warranted" and thus "*Rule 23(b)(2)* applies only when a single injunction or declaratory judgment would provide relief to each member of the class.")

The standard is met in this case. Class Plaintiffs challenge Defendants' conduct that affects every member of the proposed Settlement Class. Likewise, the changes achieved through the settlement will apply to all class members. Thus, class certification under Rule 23(b)2) is appropriate.

V. THE NOTICE IS REASONABLE

Rule 23(c)(2)(B) requires the court to "direct class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." As required by Rule 23(c)(2)(B), the notice attached as Exhibit 2 to the joint motion for preliminary approval states concisely and clearly, in plain, easily understood language: (i) the nature of the action; (ii) the definitions of the certified class; (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) and the terms of the releases.

Notice regarding a proposed settlement is adequate under both Rule 23 and due process standards if it "fairly apprise[s] the prospective members of the class of the terms of the proposed settlement and of the options that are open to them in connection with the proceedings," and it can "be understood by the average class member." *Wal-Mart,* 396 F.3d at 114 (internal quotation and citation omitted). Every criterion for a proper notice has been addressed, and is satisfied.

A. Class Administrator

The Parties request the Court appoint Total Class Solutions LLC as the Class Administrator to effectuate and administer the notice plan delineated in the Agreement and the exclusion process for opt-outs and to effectuate and administer the payment of claims process for members of the Settlement Class.

VI. CONCLUSION

Based on the foregoing, Plaintiffs respectfully request that preliminary approval be granted.

Dated: July 16, 2013

Respectfully submitted,

/s/ Michael L. Roberts

Michael L. Roberts
Roberts Law Firm, P.A.
20 Rahling Circle
PO Box 241790
Little Rock, AR 72223-1790
Telephone: (501) 821-5575
Facsimile: (501) 821-4474
Email: mikeroberts@robertslawfirm.us
CO-LEAD COUNSEL FOR PLAINTIFFS

/s/ Don Barrett
Don Barrett (MS Bar No. 2063)
Barrett Law Group, P.A.
404 Court Square North
Lexington, MS 39095-0927
Telephone: (662) 834-9168
Facsimile: (662) 834-2628
Email: dbarrett@barrettlawgroup.com
CO-LEAD COUNSEL FOR PLAINTIFFS

/s/ Thomas P. Thrash
Thomas P. Thrash (AR Bar No. 80147)
Thrash Law Firm, P.A.
1101 Garland Street
Little Rock, AR 72201
Telephone: (501) 374-1058
Facsimile: (501) 374-2222
Email: TomThrash@sbcglobal.net
CO-LEAD COUNSEL FOR PLAINTIFFS

Don John W. Barrett
Sterling Starns
Don Barrett, P.A.
P. O. Box 927
404 Court Square North
Lexington, MS 39095
Telephone: (662) 834-2488
Facsimile: (662) 834-2628
Email: dbarrett@barrettlawgroup.com
ATTORNEY FOR BRUCE TAYLOR

Michael L. Roberts
Stephanie Egner Smith
Jana K. Law
Roberts Law Firm, P.A.
Post Office Box 241790
Little Rock, AR 72223-1790
Telephone: (501) 821-5575
Email: robertslawfirm@aristotle.net
ATTORNEY FOR NATIONAL TRUCKING

FINANCIAL RECLAMATION SERVICES, LLC

Thomas P. Thrash
Marcus N. Bozeman
Thrash Law Firm
1101 Garland Street
Little Rock, AR 72201
Telephone: (501) 374-1058
Facsimile: (501) 374-2222
Email: tomthrash@sbcglobal.net
ATTORNEY FOR NATIONAL TRUCKING FINANCIAL RECLAMATION SERVICES, LLC

Ben Barnow
Sharon A. Harris
Erich P. Schork
Blake A. Strautins
Barnow & Associates, P.C.
1 North LaSalle Street, Suite 4600
Chicago, IL 60602
Telephone: (312) 621-2000
Email: b.barnow@barnowlaw.com
ATTORNEY FOR EDIS TRUCKING, INC.

Shpetim Ademi
John D. Blythin
Ademi & O'Reilly, LLP
3620 E. Layton Avenue
Cudahy, WI 53110
Telephone: (414) 482-8000
Email: sademi@ademilaw.com
ATTORNEY FOR EDIS TRUCKING, INC.

Richard L. Coffman
The Coffman Law Firm
505 Orleans, Suite 505
Beaumont, TX 77701
Telephone: (409) 833-7700
Facsimile: (866) 835-8250

Email: rcoffman@coffmanlawfirm.com
ATTORNEY FOR EDIS TRUCKING, INC.

G. Robert Blakey
7002 East San Miguel Ave.
Paradise Valley, AZ 85253
ATTORNEY FOR EDIS TRUCKING, INC.

Dewitt M. Lovelace
Lovelace Law Firm, P.A.
12870 US HWY 98 W STE 200
Miramar Beach, FL 32550
Telephone: (850) 837-6020
Facsimile: (805) 837-4093
Email: courtdocs@lovelacelaw.com
ATTORNEY JERRY FLOYD

Richard R. Barrett
Law Office of Richard R. Barrett, PLLC
1223 Jackson Ave., Suite 203
Oxford, MS 38655
Telephone: (662) 307-7000
Facsimile: (866) 430-5459
Email: rrb@rrblawfirm.net
ATTORNEY FOR MIKE CAMPBELL

William E. Hoese
Kohn, Swift, & Graf, P.C.
One S. Broad Street, Suite 2100
Philadelphia, PA 19107-3304
Telephone: (215) 238-1700
Facsimile: (215) 238-1968
Email: whoese@kohnswift.com
ATTORNEY FOR MIKE CAMPBELL

Elizabeth A. Alexander
Michael W. Sobol
Kenneth S. Byrd
Lieff, Cabraser, Heimann & Bernstein, LLP
One Nashville Place
150 Fourth Avenue, N, Suite 1650
Nashville, TN 37219-2423
Telephone: (615) 313-9000
Facsimile: (615) 313-9965
Email: ealexander@lchb.com
ATTORNEY FOR PAUL OTTO

Charles F. Barrett
Charles Barrett, P.C.
6518 Highway 100, Suite 210
Nashville, TN 37205
Telephone: (615) 515-3393
Facsimile: (615) 515-3395
Email: charles@cfbfirm.com
ATTORNEY FOR PAUL OTTO

Daniel E. Becnel , Jr.
Becnel Law Firm, LLC
106 W. Seventh St.
P. O. Drawer H
Reserve, LA 70084
Telephone: (985) 536-1186
Email: dbecnel@becnellaw.com
ATTORNEY FOR TOWNES TRUCKING, INC.

Michael Hausfeld
Hausfeld LLP
1700 K Street NW, Suite 650
Washington, DC 20006
Telephone: (202) 540-7200
Facsimile: (202) 540-7201
Email: mhausfeld@hausfeldllp.com
ATTORNEY FOR R&R TRANSPORTATION, INC.