

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

DAVID COLLINGE, <i>et al</i>,)	CASE NO.: CV12-00824-PHX-JWS
)	
Plaintiffs,)	
vs.)	NOTICE TO PRESENT AND
)	FORMER INTELLIQUICK DRIVERS
INTELLIQUICK DELIVERY, INC.,)	
an Arizona corporation, <i>et al</i>,)	
)	
Defendants.)	
)	
)	
)	

If You Are Or Were A Route, Freight or On Demand Delivery Driver for Intelliquick Delivery, Inc. (“IQ”), or its customers, within the State of Arizona and are or were classified or paid as an Independent Contractor or not classified or paid as an Employee, at any time on or after April 9, 2009, the above Class Action Lawsuit may affect your rights.

A court authorized this notice. This is not a solicitation from a lawyer.

GENERAL OVERVIEW

- A lawsuit (“Lawsuit”) is currently pending in the United States District Court for the District of Arizona (the “District Court”) in Phoenix, Arizona. The plaintiffs in the Lawsuit are certain current and/or former delivery drivers who have been classified by IntelliQuick Delivery, Inc., as independent contractors (the “Drivers”). The defendants in the Lawsuit are IntelliQuick Delivery Inc. (“IQ”), Keith Spizzirri, Miriam Spizzirri, William “Bill” Cocchia, Robert F. Lorgeree, Jr., Majik Leasing, LLC, an Arizona corporation, Felicia Tavison, Jason Mittendorf, Jeffrey Lieber Steven Anastase, Majik Entrepreises I, Inc., and Transportation Authority, LLC (“Defendants”). The Lawsuit alleges that the plaintiffs and similarly situated Drivers were and are misclassified as independent contractors and that they are employees under applicable law. The Lawsuit further alleges that as a result of this misclassification, Defendants have failed to pay plaintiffs and Drivers overtime and minimum wages as required by law, and have unlawfully deducted or withheld amounts from Drivers’ pay in violation of Arizona law. The Lawsuit also alleges that the Independent Contractor Agreements that one or more of the Defendants have required Drivers to sign in order to work are void and legally unenforceable. Robert Lorgeree and TA have failed to file an answer to the Lawsuit, and have been defaulted. IntelliQuick and the remaining Defendants have denied the allegations. Defendants have responded that drivers working with IntelliQuick were and are, in fact, independent contractors and were properly treated as such. Additionally, Defendants contend that each Driver working with IntelliQuick signed a valid and enforceable agreement setting forth the independent contractor nature of the relationship. Defendants also answer in the Lawsuit that, even if Drivers are employees, they are exempt from overtime requirements and were paid appropriately under the law. Accordingly, Defendants deny any wrongdoing.

- The District Court has certified certain claims (the “Class Claims”) in the Lawsuit as a class action and appointed the plaintiffs as Class Representatives for all delivery Drivers who are or were classified or paid as Independent Contractors on behalf of IQ, or its customers at any time since April 9, 2009 (the “Class” or “Class Members”). This notice explains the Class Claims and your rights with respect to each.
- The District Court has ruled that IQ misclassified Drivers as independent contractors when, in fact, they are legally employees of IQ. No wages, benefits or other form of relief due to Class Members has yet been determined by the District Court. However, your legal rights may be affected by decisions made by the District Court and accordingly, you have a choice to make now about the Class Claims.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT	
DO NOTHING	<p>Stay in the Lawsuit. Await the outcome. Give up certain rights.</p> <p>By doing nothing, you retain the possibility of recovering money for unpaid wages, overtime and amounts unlawfully withheld from your pay as well as employee benefits that may result from a trial or settlement on the Class Claims. Doing nothing, you give up certain rights to separately sue IntelliQuick, and the other defendants, about the same Class Claims in the Lawsuit.</p>
ASK TO BE EXCLUDED	<p>Get out of the Lawsuit. Receive no benefits from it. Keep Rights.</p> <p>If you ask to be excluded from the Lawsuit and money or benefits are later awarded by Court judgment or settlement, you will not share in those. But, you keep any rights to sue the Defendants about the same legal Class Claims in this Lawsuit.</p> <p>Because of the nature of that portion of the Lawsuit seeking to declare the Independent Contractor Owner/Operator Agreements void and unenforceable as a matter of law, if you are a current Driver and have signed an Independent Contractor Owner/Operator Agreement you may not elect to be excluded from that claim and will be bound by any decision made by the District Court regarding that issue.</p>

- Your options and the nature of the Class Claims are explained further in this notice. To ask to be excluded from the portion of the lawsuit seeking compensation for unpaid overtime and minimum wages and reimbursement of certain amounts alleged to be unlawfully deducted from pay in violation of Arizona law, you must act before April 22, 2016.

1. Why did you receive this Notice?

You have been identified as a potential Class Member because IQ’s records show that: (1) you are a current or former Route, Freight, or On Demand delivery Driver for IQ at some point in time on

or after April 9, 2009; or that (2) you entered into an Independent Contractor Agreement/Owner Operator Agreement with one or more of the Defendants at some point in time on or after April 9, 2009.

2. What is this lawsuit about?

Plaintiffs brought the Lawsuit as a class action on behalf of all similarly situated delivery Drivers, alleging that IntelliQuick and the other defendants misclassified the Drivers as independent contractors, and that they were and are, in fact, employees, failed to pay overtime wages and minimum wages in accordance with state law, withheld amounts and made certain deductions from Drivers' pay in violation of Arizona law. Plaintiffs have also alleged that that the Independent Contractor Owner/Operator Agreements ("the Agreements") Drivers are required to sign before they can work are void and unenforceable under Arizona law. The Defendants have denied any wrongdoing or liability to Plaintiffs or Class Members. Defendants take the position that drivers working with IntelliQuick were and are, in fact, independent contractors and were properly treated as such. Additionally, Defendants contend that each Driver working with IntelliQuick signed a valid and enforceable agreement setting forth the independent contractor nature of the relationship. Defendants also contend that, even if drivers are employees, they are exempt from overtime requirements and that they were paid appropriately under applicable law. The District Court has found that all Drivers were or are misclassified and are, in fact, employees of IntelliQuick. The time to appeal this finding has not expired and Defendants may, in fact, elect to appeal this ruling. The District Court has not otherwise ruled on the merits of the Class Claims and has expressed no opinion what relief, if any, may be appropriate.

3. What is a class action and who is involved?

The law provides a mechanism by which multiple claimants, or one claimant on behalf of others, can sue together for the same relief. In a class action lawsuit, one or more people called "Class Representatives" (in this case David Collinge, Melonie Priestly, Heather Arras, Brian Black, Bob Campagna, Brian Kingman, and John Morena) have sued on their own behalf and on behalf of other people who have similar claims. The people together are a "Class" or "Class Members." The persons who sued are called the Plaintiffs. The persons with entities they sued are called the Defendants.

In this case, the Court certified the following Class:

All current and former drivers or couriers who made pick-ups or deliveries for or on behalf of IntelliQuick Deliveries, Inc. as a Freight Driver, Route Driver, or On-Demand Driver within the State of Arizona and who were or are classified or paid as independent contractors or not classified or paid as employees at any time on or after April 9, 2009;

The Court identified within this Class the following Subclasses:

Subclass A - Freight Drivers: All drivers who use vehicles or vans that are owned or leased by IntelliQuick or Majik Leasing, LLC to make deliveries and pick-ups for or on behalf of IntelliQuick or its customers.

Subclass B - Route Drivers: All drivers who generally use their own vehicles to make deliveries and pick-ups on an assigned route for or on behalf of IntelliQuick or its customers.

Subclass C - On-Demand Drivers: All drivers who generally use their own vehicles to make specific deliveries and pick-ups for or on behalf of IntelliQuick or its customers and who have not been assigned a regular route.

Subclass D - All drivers who are parties to the “Independent Contractor Owner/Operator Agreement.”

Depending on your work history, you may be a member of more than one Subclass.

In the claims that were certified for Class treatment, Plaintiffs have alleged that the Defendants violated the Arizona Wage Act by misclassifying drivers as independent contractors, and failing to timely pay at least the minimum wage and applicable overtime wages for the work performed by Drivers. In addition, Plaintiffs have alleged that Defendants violated the Arizona Wage Act by unlawfully withholding certain standard amounts and making certain unauthorized deductions from Drivers’ pay. Finally, Plaintiffs have alleged that the Independent Contractor Owner/Operator Agreements are void and unenforceable as a matter of law. Together, these claims are called the “Class Claims” which the District Court has determined may proceed as a Class action.

4. How do the Defendants answer?

Defendants Lorgeree and Transportation Authority have made no answer to the allegations and are in default. IntelliQuick and the remaining Defendants respond that drivers working with IntelliQuick were and are, in fact, independent contractors and were properly treated as such. Additionally, Defendants contend that each driver working with IntelliQuick signed a valid and enforceable agreement which clearly set forth the independent contractor nature of the relationship. Defendants also answer that, even if drivers are employees, they are exempt from overtime requirements and that they were paid appropriately under the applicable law. Accordingly, these Defendants deny any wrongdoing and deny they are liable to Class Members.

5. Has the District Court decided the Class Claims?

The District Court has determined that the Drivers in the Class and Subclasses have been misclassified as independent contractors and, in fact, are actually employees under applicable law. By certifying the Class and authorizing this Notice, the District Court is not suggesting that the Plaintiffs will win or lose the Lawsuit. The Plaintiffs must prove the Class Claims in order to prevail in the Lawsuit unless a settlement is reached among the parties and approved by the District Court. The District Court has not set a trial date.

6. What are the Plaintiffs asking for on behalf of the Class?

The Plaintiffs are requesting a declaration that Class Members are employees of IntelliQuick for purposes of applicable wage and hour laws, that any Independent Contractor Owner/Operator Agreement a Class Member was required to sign as a condition of working is void and unenforceable, and that Class Members be paid backpay and other benefits to which they are rightfully entitled as employees including, but not limited to, no less than the minimum wage for all hours worked, overtime at the applicable hourly rates of pay for all hours worked in excess of forty (40) hours in a regular workweek and reimbursement for amounts withheld or deducted from Drivers’ pay.

7. Is there any money available now?

No money is available now because the District Court has not yet decided whether IntelliQuick and the other Defendants owe the Plaintiffs any money and the parties have not settled the case. There is no guarantee that money or benefits will ever be obtained. If they are, you will be notified about your rights at that time.

8. Are you part of the Class?

You are a Class Member if:

- You performed delivery or courier services for IntelliQuick or its customers on or after April 9, 2009;
- Amounts were withheld or deducted from your pay for such things as weekly scanning (or scanner) fees, weekly secondary insurance fees, weekly uniform fees, or weekly paycheck processing fees, unless you expressly authorized each such deduction;
- You entered into an Independent Contractor Owner/Operator Agreement with IntelliQuick Delivery, Inc.

Some exceptions may apply but these are rare.

If you are unsure if you are a Class Member, please visit the website at www.iqlawsuit.com or call or write to Class Counsel at the phone number or address listed below.

9. What happens if you do nothing at all?

You don't have to do anything now if you want to retain the possibility of recovering money or benefits from the Class Claims in this Lawsuit. By doing nothing you remain a Class Member. If you remain in the Class and the Plaintiffs obtain a judgment or settlement for money or benefits as a result of the Lawsuit, you will be notified at that time about whether you are entitled to a share of the recovery and how the share or amount will be calculated. If you do nothing now, regardless of whether the Plaintiffs win or lose the trial, you will be bound by the rulings of the District Court regarding the Class Claims and may not be able to sue, or continue to sue, IntelliQuick and/or any of the other Defendants, as part of any other lawsuit, about the same Class Claims that are the subject of this Lawsuit.

10. Why would you ask to be excluded?

If you already have, or wish to pursue, your own wage and hour claims against IntelliQuick or any of the other Defendants and want to continue with it, you need to ask to be excluded from the Class. If you do not want to participate in this Lawsuit, or to be represented by the Class Representatives or Class Counsel, you need to ask to be excluded from the Class. If you exclude yourself from the Class—which is sometimes called “opting-out” of the Class—you will not be entitled to receive any money or benefits from this Lawsuit if the Plaintiffs obtain money or benefits as a result of a trial or settlement (that may or may not be reached) between any of the Defendants and the Plaintiffs, unless you are also a member of Subclass D because you signed an Independent Contractor/Owner Operator Agreement and the District Court awards money damages in connection with any decision that the Independent Contractor Owner/Operator Agreements are void and unenforceable as a matter of law.

11. How do you ask the District Court to be excluded from the Class?

To ask to be excluded, you must send an “Exclusion Request” in the form of a letter sent to the Clerk of Court for the United States District Court for the District of Arizona by mail, stating that you want to be excluded from *Collinge, et al. v. Intelliquick Delivery, Inc., et al*, you must send a copy of the Exclusion form to Class Counsel and Defendants at the following addresses:

Class Counsel
Martin & Bonnett, PLLC
IntelliQuick Delivery Class Action
1850 N. Central, Suite 2010
Phoenix, Arizona 85004
IQ@martinbonnett.com

Attorneys for Defendants

Mark Ogden, Esq.
Cory Walker, Esq.
Rick D. Roskelley, Esq.
Littler Mendelson, P.C.
2425 E. Camelback Road, Suite 900
Phoenix, Arizona 85016
mogden@littler.com
cwalker@littler.com
rroskelley@littler.com

Be sure to date the letter, include your name and mailing address and sign the letter. You must mail your Exclusion Request postmarked by April 22, 2016, to the Clerk of the Court, United States District Court District of Arizona – Phoenix Division, Sandra Day O’Connor U.S. Courthouse, Suite 130, 401 West Washington Street, SPC 1, Phoenix, Arizona 85003-2118 and send. You may also get an Exclusion Request form at the website, www.iqlawsuit.com.

If you are a member of Subclass D, you will not be able to exclude yourself from the portion of the lawsuit challenging the Independent Contractor Owner/Operator Agreement.

12. Do you have a lawyer in this case?

Yes. The District Court has appointed the law firm of Martin & Bonnett, P.L.L.C. as “Class Counsel” for the Lawsuit. This means that in addition to representing the Plaintiffs in the Lawsuit, Class Counsel also represents your interests regarding the Class Claims. Information about this lawsuit and Class Counsel is available on the firm’s websites www.martinbonnett.com or www.iqlawsuit.com and they may be contacted at the following address:

Class Counsel
Martin & Bonnett, PLLC
IntelliQuick Delivery Class Action
1850 N Central, Suite 2010
Phoenix, AZ 85004
IQ@martinbonnett.com

13. Should you get your own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. You do, however, have the right to enter an appearance in the Lawsuit through counsel of your choice, if you so choose. Doing so, however, will not change your status as a member of the Class.

14. How will the lawyers be paid?

If Class Counsel obtains benefits, relief or money for the Class, they may ask the Court for fees and expenses. If the Court grants Class Counsels' request, the fees and expenses would be either deducted from any money obtained for the Class or paid separately by the Defendants. You will receive notification if there is any relief obtained and if Class Counsel requests fees for work done on behalf of the Class. You will also be notified in advance of the date of any hearing on any requests for fees by Class Counsel.

15. How and when will the District Court decide who is right?

Unless the case is resolved by settlement, Plaintiffs will have to prove the Class Claims by motion or at trial. No trial date is set yet. Class Counsel will present the case for Plaintiffs and the Class. Updates will be posted periodically at www.iqlawsuit.com.

16. If Plaintiff obtains benefits, money or other relief will you receive anything?

If Plaintiffs are successful on behalf of the Class as a result of motions, a trial or by settlement, you will be notified about the result and about your rights.

17. Were there claims that the District Court decided were not Class Claims and what do you need to know if you want to bring your own lawsuit on those claims?

The District Court decided that several claims were Class Claims. See the answer to question 3, above. However, the District Court decided that Plaintiffs' claims that Defendants unlawfully deducted "chargebacks" from their paychecks in violation of Arizona wage law could not be asserted on behalf of the Class. The District Court also decided that Plaintiffs' claims that the Defendants violated the Family and Medical Leave Act ("FMLA") by failing to provide FMLA and by penalizing employees who take unpaid leave also could not be asserted as Class Claims. The District Court did not decide whether the claims had merit or whether Plaintiffs or Defendants were correct. Rather, the District Court only decided that these claims could not be asserted as Class Claims.

If you believe that Defendants unlawfully deducted chargebacks from your paycheck or that Defendants violated the FMLA by failing to provide you with FMLA leave or by penalizing you for taking unpaid leave for an FMLA-qualifying reason, your legal rights may have been affected by the part of the Court's ruling that denied class certification of these claims. More specifically, the Court's denial of class certification of the claims that Defendants unlawfully deducted chargebacks from employee paychecks or violated the FMLA by failing to provide employees with FMLA leave or by penalizing employees for taking unpaid leave could affect the time that you have to bring your own individual claims for deductions for chargebacks in violation of Arizona wage law or for violations of the FMLA. You must take legal action before the time runs out on your claims if you wish to preserve your legal rights. If you want to bring your own non-Class Claims that Defendants unlawfully deducted chargebacks from your paycheck or that Defendants violated the FMLA by failing to provide you with FMLA leave or by penalizing you for taking unpaid leave for an FMLA-qualifying reason, you may seek to intervene in the litigation or bring your own lawsuit before the expiration of the time periods for filing such claims ("statutes of limitations"). The United States Department of Labor's Wage and Hour Division may also be able to provide you with more information on the FMLA. The Labor Department of the Industrial Commission of Arizona may be able to provide you with more information on Arizona's Wage Act.

18. Where can you obtain more details?

Visit the website www.iqlawsuit.com, where you will find the District Court's Order re: Motion to Certify Class, the Second Amended Complaint, the Court's Order re: Plaintiffs' Motion for Partial Summary Judgment re: Phase I issues, and other important case documents. If you have any questions, you should direct your inquiries to Class Counsel at the address and telephone number above. **DO NOT CALL JUDGE SEDWICK'S CHAMBERS OR ATTEMPT TO CONTACT THE CLERK OF THE DISTRICT COURT DIRECTLY.**

DATE: February 12, 2016

You may also visit <http://www.iqlawsuit.com> for additional information about the Lawsuit. This website was started and maintained by counsel for the Plaintiff. It is not maintained nor approved by the District Court.