**CLASS ACTIONS**

Curiale v. Hyundai Capital Am. Inc., Docket No. A-5565-18T3 (N.J. App. Div. Apr. 27, 2020) (per curiam)

In an unpublished decision, the Appellate Division reversed the trial court and thereby granting Defendant Hyundai’s motion to compel arbitration. Plaintiffs filed a class action against Hyundai alleging, inter alia, violations of the New Jersey Consumer Fraud Act. Hyundai argued that the action should be moved to arbitration relying upon the arbitration clause in the contract that “any claim” must be arbitrated and provided that plaintiffs waived their right to “maintain a court action.” The appellate panel held that the clause clearly and unmistakably constituted a binding agreement to arbitrate all claims. The appellate court rejected plaintiff’s argument that the arbitration clause was required to specifically state that plaintiff was barred from bringing a class action lawsuit. The Appellate Division found that the clause constituted a blanket waiver of all claims – including class actions. It also rejected plaintiff’s argument that the clause was not enforceable because it was contained within the motor vehicle retail order and not the lease agreement itself. The court held that the clause within the retail order was incorporated by reference into the lease so it was enforceable.

Quiles v. Wal-Mart Stores, Inc., Case No. 2:16-cv-9479 (D.N.J. Apr. 24, 2020)

The District Court of New Jersey denied Plaintiffs’ motion for class certification. Plaintiffs alleged Defendant Wal-Mart Stores, Inc. misclassified its Overnight Assistant Store Managers (“ASMs”) as exempt executive and administrative employees under the New Jersey Wage and Hour Law and New York Labor Law. While plaintiffs were able to sufficiently establish numerosity, typicality and adequacy of representation under The record demonstrated significant differences in the Overnight ASMs’ primary duties, showing individual issues would predominate. In evaluating superiority and liability, the Court considered the likely difficulties in managing a class action and found there would be significant difficulties in adjudicating the matter on a class-wide basis. Thus, while plaintiffs argued there were several issues common to the class including appropriate measure of damages, the court held there were significant differences in the actual duties of Overnight ASMs such that class treatment was inappropriate and unwarranted.