

**IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF MISSISSIPPI  
NORTHERN DIVISION**

---

**THOMAS ADAM BRYANT, ANDREW HUBBARD, LARRY PATRICK,** and **THOMAS BERNARD**, Individually, and on behalf of themselves and other similarly situated current and former employees,

**NO.** 3:18-cv-118-WHB-JCG

Plaintiffs,

**FLSA Opt-In Collective Action**

v.

**JURY DEMANDED**

**FLOWERS FOODS, INC., FLOWERS BAKING CO. OF NEW ORLEANS LLC,** and **FLOWERS BAKING CO. OF BATON ROUGE LLC,**

Defendants.

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**COLLECTIVE ACTION COMPLAINT**

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COME now the Plaintiffs, Thomas Adam Bryant, Andrew Hubbard, Larry Patrick, and Thomas Bernard (hereinafter “Named Plaintiffs”) on behalf of themselves and those similarly situated (collectively hereinafter “Plaintiffs”), and hereby complains as follows against the Named Defendants:

**I. NATURE OF THE ACTION**

1. This is an individual and Collective Action Complaint brought to obtain declaratory, injunctive, and monetary relief on behalf of the Named Plaintiffs and those similarly situated who operate(d) as fresh bakery product employees and/or were employees classified as “distributors” for Defendants, Flowers Foods Inc., Flowers Baking Co. of New Orleans LLC, and Flowers Baking Co. of Baton Rouge, LLC, (collectively hereinafter “Flowers Foods” or “Defendants”), who Defendants either classify or

classified as independent contractors or failed to pay overtime pay for hours worked in excess of 40 hours per week. Named Plaintiffs allege violations of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§201, *et seq.*, and seek permanent injunctive relief, back wages, liquidated damages, and other damages for themselves and those similarly situated.

2. Flowers Foods employ individuals classified as “distributors” to deliver fresh baked goods to their customers (primarily grocery stores, mass retailers, and fast food chains). In addition to delivering Flowers Foods’ products to Defendants’ customers, distributors stock the products on store shelves and assemble promotional displays designed and provided by Defendants.
3. The FLSA putative class consists of all individuals who operate(d) as distributors for Flowers Foods, and are or were misclassified as independent contractors, working for the Defendants, Flowers Foods Inc., Flowers Baking Co. of New Orleans LLC, and Flowers Baking Co. of Baton Rouge, LLC, at any time during the applicable limitations period in the states of Mississippi and Louisiana. The Named Plaintiffs, during applicable time periods are and/or were a member of this putative class and also bring individual claims as such.
4. This action challenges both the classification of distributors as independent contractors and Defendants’ denial to the Named Plaintiffs and those similarly situated of the rights, obligations, privileges, and benefits owed to them as employees under the FLSA.

## **II. PARTIES**

5. The foregoing paragraphs are incorporated herein as if set forth in their entirety.
6. Plaintiff Thomas Adam Bryant is a resident of Ridgeland, Mississippi, who worked as a

Flowers Distributor in Mississippi. For more than the past three years he has been classified as a distributor for the Flowers Defendants. He performed services to local retailers of bakery and snack food products manufactured or sold by Defendant Flowers Foods driving an Isuzu NPR Box Truck. Plaintiff operated out of distribution centers run by Defendants Flowers Baking Co. of New Orleans LLC, and Flowers Baking Co. of Baton Rouge, LLC. Plaintiff regularly worked in excess of fifty (50) hours per week and did not receive overtime premium pay at any time during the class period.

7. Plaintiff Andrew Hubbard is a resident of Jackson, Mississippi, who worked as a Flowers Distributor in Mississippi. For more than the past three years he has been classified as a distributor for the Flowers Defendants. He performed services to local retailers of bakery and snack food products manufactured or sold by Defendant Flowers Foods driving an Isuzu NPR Box Truck. Plaintiff operated out of distribution centers run by Defendants Flowers Baking Co. of New Orleans LLC, and Flowers Baking Co. of Baton Rouge, LLC. Plaintiff regularly worked in excess of fifty (50) hours per week and did not receive overtime premium pay at any time during the class periods.
8. Plaintiff Larry Patrick is a resident of Jackson, Mississippi, who worked as a Flowers Distributor in Mississippi. For more than the past three years he has been classified as a distributor for the Flowers Defendants. He performed services to local retailers of bakery and snack food products manufactured or sold by Defendant Flowers Foods driving an Isuzu NPR Box Truck. Plaintiff operated out of a distribution center run by Defendants Flowers Baking Co. of New Orleans LLC, and Flowers Baking Co. of Baton Rouge, LLC. Plaintiff regularly worked in excess of fifty (50) hours per week and did not receive overtime premium pay at any time during the class periods.

9. Plaintiff Thomas Bernard is a resident of Kenner, Louisiana, who worked as a Flowers Distributor in Mississippi and Louisiana. For more than the past three years he has been classified as a distributor for the Flowers Defendants. He performed services to local retailers of bakery and snack food products manufactured or sold by Defendant Flowers Foods driving an Isuzu NPR Box Truck. Plaintiff operated out of a distribution center run by Defendants Flowers Baking Co. of New Orleans LLC, and Flowers Baking Co. of Baton Rouge, LLC. Plaintiff regularly worked in excess of fifty (50) hours per week and did not receive overtime premium pay at any time during the class periods.
10. Defendant Flowers Foods, Inc. (herein “Defendant Flowers Foods”) is a Georgia corporation with its principal place of business located at 1919 Flowers Circle, Thomasville, Georgia 31757, and was Plaintiff’s “employer” as that term is defined under the FLSA. In the alternative, Defendant Flowers Foods was Plaintiff’s “joint employer” and/or “integrated employer” at all times mentioned herein. Defendant Flowers Foods hires individuals, whom it classifies as independent contractors, to distribute its products by delivering them to grocery stores and stocking the products on store shelves. Defendant Flowers Foods employs distributors throughout the United States. Defendant Flowers Foods Inc. may be served via its registered agent, Corporation Service Company, 40 Technology Pkwy S, Suite 300, Norcross, Georgia 30092.
11. Defendant Flowers Baking Co. of New Orleans LLC is a Louisiana corporation, registered in Mississippi and is a wholly owned subsidiary of Flowers Foods, Inc., and was Plaintiff’s “employer” as that term is defined under the FLSA. In the alternative, Defendant Flowers Baking Co. of New Orleans was Plaintiff’s “joint employer” and/or “integrated employer” at all times mentioned herein. Defendant Flowers Baking Co. of

New Orleans hires individuals whom it classifies as independent contractors, to deliver and stock bakery and snack food products from its New Orleans bakery and warehouses/distribution centers throughout southern Mississippi and Louisiana. Defendant Flowers Baking Co. of New Orleans may be served via its registered agent, Corporation Service Company, 5760 I-55 North, Suite 150, Jackson, Mississippi 39211.

12. Flower Baking Co. of Baton Rouge, LLC is a Louisiana corporation, registered in Mississippi and is a wholly owned subsidiary of Flowers Foods, Inc., and was Plaintiffs “employer” as that term is defined under the FLSA. In the alternative, Defendant Flowers Baking Co. of Baton Rouge was Plaintiffs “joint employer” and/or “integrated employer” at all times mentioned herein. Defendant Flowers Baking Co. of Baton Rouge hires individuals whom it classifies as independent contractors, to deliver and stock bakery and snack food products from its Baton Rouge bakery and warehouses/distribution centers throughout southern Mississippi and Louisiana. Defendant Flowers Baking Co. of Baton Rouge may be served via its registered agent, Corporation Service Company, 5760 I-55 North, Suite 150, Jackson, Mississippi 39211
13. Defendants, Flowers Foods Inc., Flowers Baking Co. of New Orleans LLC, and Flower Baking Co. of Baton Rouge, LLC were Named Plaintiffs’ “joint employer” at all relevant times.

### **III. JURISDICTION AND VENUE**

14. The foregoing paragraphs are incorporated herein as if set forth in their entirety.
15. This Court has jurisdiction over the claims asserted in this action pursuant to 28 U.S.C. §1331, federal question jurisdiction.
16. Venue is proper in this Court under 28 U.S.C. §§1391(b)(2) and 1391(c) because a

substantial part of the events giving rise to the claim occurred within this judicial district.

17. Named Plaintiffs bring this action on behalf of themselves and the putative class.

#### **IV. FLSA COLLECTIVE ACTION ALLEGATIONS**

18. The foregoing paragraphs are incorporated herein as if set forth in their entirety.
19. Named Plaintiffs bring Cause of Action-Count I of this Complaint as a collective action, alleging violations of the FLSA on behalf of themselves and all similarly situated individuals. This putative class is defined as:

all individuals who, through a contract with Defendants or otherwise, performed or perform as Distributors for Defendants under an agreement with Flowers Foods Inc., Flowers Baking Co. of New Orleans LLC or Flowers Baking Co. of Baton Rouge, LLC and who were classified by Defendants as “independent contractors” (collectively “Covered Position”) anywhere in the states of Mississippi and Louisiana at any time from the date that is three years preceding the commencement of this action through the close of the Court-determined opt-in period and who file a consent to join this action pursuant to 29 U.S.C. §216(b).

The putative class also includes the Named Plaintiffs in this action. Plaintiffs reserve the right to modify this definition prior to conditional certification of the putative class.

20. The Named Plaintiffs, along with current and former employees of Defendants, in Covered Positions are similarly situated in that they have substantially similar job requirements, pay provisions, and are subject to Defendants’ common practice, policy, or plan of controlling their daily job functions.
21. Defendants regularly permitted and required the Named Plaintiffs and members of the putative class to work more than 40 hours per week without overtime compensation.
22. Upon information and belief, Defendants knew that the Named Plaintiffs and all similarly situated individuals performed work that required overtime pay.
23. Defendants have therefore operated under a scheme to deprive these employees of

overtime compensation by failing to properly compensate them for all time worked.

24. Defendants' conduct, as set forth in this Complaint, was willful and has caused significant damages to the Named Plaintiffs and all similarly situated individuals.
25. Count I of this Complaint for violations of the FLSA may be brought and maintained as an "opt-in" collective action pursuant to 29 U.S.C. § 216(b) because the claims of the Named Plaintiffs are similar to the claims of current and former "independent contractors" who work and/or have worked for Defendants. Therefore, the Named Plaintiffs should be permitted to bring this action as a collective action and on behalf of themselves and those similarly situated individuals pursuant to the "opt-in" provision of the FLSA, 29 U.S.C. § 216(b).
26. Defendants are liable under the FLSA for failing to properly compensate the Named Plaintiffs and all similarly situated individuals, and notice of this lawsuit should be sent to all similarly situated individuals. Those similarly situated individuals are known to Defendants and are readily identifiable through Defendants' payroll and other personnel records.

## **V. STATEMENT OF FACTS**

27. The foregoing paragraphs are incorporated herein as if set forth in their entirety.
28. Defendant Flowers Foods is a corporation whose business consists of distributing bakery and snack food products to retail customers, using a centralized network of communication, distribution, and warehousing facilities integrating putative class members into that existing network of operations. Upon information and belief, at least one of Defendant Flowers Foods' bakeries and several of its warehouses are operated by Defendants Flowers Baking Co. of New Orleans LLC, and Flower Baking Co. of Baton

Rouge, LLC.

29. Defendant Flowers Foods, by and through its subsidiaries such as Defendants, Flowers Baking Co. of New Orleans LLC, and Flower Baking Co. of Baton Rouge, LLC, ships bakery and snack products to warehouses and Distributors located in southern Mississippi and Louisiana. As such, the Named Plaintiffs and members of the proposed putative class arrive at a warehouse early in the morning and load their vehicles with the Flowers Defendants' products.
30. The distributors and employees then deliver the product to Defendants' retailer-customers at the time and place specified by Defendants.
31. The distribution agreement between Defendants and its distributors (including the Named Plaintiffs) has no specific end date and can be terminated by either party at any time with limited notice.
32. Defendant Flowers Foods markets its bakery and snack products to retailers such as Wal-Mart, Kroger, Target, Dollar General, and other grocery stores and mass merchants. Defendant Flowers Foods negotiates with the retailers to set virtually all terms of the relationship including:
  - a. Wholesale and retail prices for products;
  - b. Service and delivery agreement;
  - c. Shelf space to display products;
  - d. Product selection;
  - e. Promotional pricing for products;
  - f. The right to display promotional materials;
  - g. Print advertisements in retailers' newspaper ads; and



h. Virtually every other term of the arrangement.

33. In some cases, Defendant Flowers Foods negotiates and agrees with retailers and fast food restaurants to manufacture and distribute the retailer's store brand (or private label) bread products.
34. Defendant Flowers Foods often negotiates the above terms for fresh-baked bread and snack products (which are distributed by the Named Plaintiffs and members of the proposed putative class) at the same time as it negotiates terms for its shelf-stable snack products (which are not distributed by the named Plaintiff). The result is that the Distributors' job duties and ability to earn income is tied directly to the sale and promotion of products outside of their control.
35. The relationship between each member of the putative class and Defendants is essentially the same in all material respects.
36. The Named Plaintiffs and members of the proposed putative class must strictly follow Defendants' instructions and adhere to the pricing, policies, and procedures negotiated between Defendants and their retailer customers.
37. Distributors use Defendants' hand-held computer to log the delivery, and Defendants bill its customers using the data entered into the computer by the Distributors. The terms of the sale are negotiated between Defendants and its retailer-customers, respectively.
38. Distributors place Defendants' products on the retailer-customers' shelves, remove stale or rejected product, and organize the retailer-customers' display shelf. If Defendants are running a sale or promotion, the Distributors also construct and stock the promotional display. Defendants usually reimburse Distributors for up to approximately eight percent of stale or rejected product.

39. Defendants represented to the Named Plaintiffs and other Distributors that they would run their businesses independently, have the discretion to use their business judgment, and have the ability to manage their businesses to increase profitability.
40. Contrary to its representations, Defendants denied the Named Plaintiffs and other Distributors the benefits of ownership and entrepreneurial skill by retaining and exercising the following rights:
  - a. The right to negotiate the wholesale price for the purchase and sale of products;
  - b. The right to negotiate shelf space in the stores in the Distributors' territory;
  - c. The right to negotiate the retail sale price for products;
  - d. The right to establish all sales and promotions and to require Distributors to follow them;
  - e. The right to change orders placed by Distributors, to require them to pay for product they did not order, load it on their trucks, deliver it to stores, maintain the product in the store, remove the product from the store, and return it to the warehouse for credit; Distributors who did not attempt to distribute the extra product were billed for the full wholesale price of that product;
  - f. The right to assign delivery stops to each Distributor in a particular order and require Distributors to get approval for flowing a different order;
  - g. The right to discipline Distributors, up to and including termination, for reasons including hiring employees to run their routes, taking time off work, or refusing a specific order to deliver a product to a particular store at a particular time.
  - h. The right to handle customer complaints against the Distributors and to take disciplinary action;

- i. The right to withhold pay for certain specified expenses;
  - j. The right to unilaterally terminate the employment relationship;
  - k. The right to unilaterally vary the standards, guidelines, and operating procedures;
- and
- l. Various other rights reserved by Defendants.
41. The Named Plaintiffs and the putative class members were, or are, required to accept Defendants' conditions of employment or face termination.
42. Defendants not only retained the rights listed above, but exercised the rights as well.
43. In another example, Defendants routinely modify a Distributor's product orders to increase the amount of the order. If a Distributor refuses the additional product, Defendants still bill the Distributor for the product and deduct the cost from the Distributor's wages.
44. Defendants require the Distributors to process all transactions through a hand-held computer it provides to them. The hand-held computer controls the product prices, maintains customer information, and monitors business performance.
45. Defendants control the Named Plaintiffs and members of the putative class's opportunities for profit or loss both by controlling wholesale pricing and negotiating retail pricing. Specifically, Defendants negotiate the sale of its products with major retailers. The Named Plaintiffs and members of the putative class then deliver the products to store locations per the agreement between Defendants and the retailer. The Named Plaintiffs and members of the putative class lack discretion as to what products to distribute to a particular store, whether to run sales or promotions, how frequently to service stores, and similar discretion that would allow them to increase (or decrease) the

profitability of their work.

46. Distributors' investment in equipment to operate their route is relatively low. Therefore, many Distributors use their personal vehicles and a trailer to transport Flowers Foods' products to retailers. Apart from the purchase of a small trailer, there is no other investment necessary because Defendants provide computer equipment, administrative support, warehouse space, advertisements, promotional materials, bakery trays, market advice, strategic development, and virtually every other business necessity. Defendants even arrange for insurance and vehicle financing on behalf of Distributors. Distributors pay for the insurance through wage deductions.
47. The distribution job performed by the Named Plaintiffs and members of the proposed Distributor putative class does not require specialized skills.
48. Because they were misclassified as non-employees, the Named Plaintiffs and members of the proposed putative class were denied the rights and benefits of employment, including, but not limited to overtime premium wages.
49. The Named Plaintiffs and members of the proposed putative class have incurred expenses for equipment, insurance, product loss, product return, and other expenses that Defendants require them to purchase or pay for, or that are necessary for their work.
50. Distributors work well in excess of fifty (50) hours during a seven-day work week for which neither the named Plaintiff nor, upon information and belief, members of the proposed putative class have received overtime premium wages.
51. During the relevant time period, the Named Plaintiffs worked in excess of 40 hours every week of the year. In addition, the Named Plaintiffs are aware of numerous Distributors who worked 50 hours or more per week on average.

52. Defendants' mischaracterization of the Distributors as independent contractors, the concealment or non-disclosure of the true nature of the relationship between Defendants and the Distributors, and the attendant deprivation of substantial rights and benefits of employment are part of an on-going unlawful practice by Defendants which this Court should enjoin.

**VI. CAUSE(S) OF ACTION  
COUNT I**

**FAILURE TO PAY OVERTIME TO THE PLAINTIFFS INDIVIDUALLY AND ON  
BEHALF OF THE PUTATIVE CLASS  
FLSA, 29 U.S.C. §§ 201, et seq.**

53. Plaintiffs re-allege and incorporates by reference each and every allegation set forth in the preceding Paragraphs.
54. Section 206(a)(1) of the FLSA provides in pertinent part:

Except as otherwise provided in this section, no employer shall employ any of his employees who in any work week is engaged in commerce or in the production of goods for commerce, for a work week longer than forty hours unless such employee receives compensation for his employment in excess of the hours above specified at a rate not less than one and one-half times the regular rate at which he is employed.

29 U.S.C. § 207(a)(1)

55. There are no exemptions applicable to the Named Plaintiffs or to other members of the putative class.
56. For purposes of the FLSA, the employment practices of Defendants were and are uniform in all respects material to the claims asserted in this Complaint throughout the portions of United States in which Defendants conduct business.
57. The Named Plaintiffs and other members of the putative class regularly worked more than 40 hours per week but did not receive overtime pay.

58. Upon information and belief, at all times relevant hereto, Defendants have had annual gross operating revenues well in excess of \$500,000.00.
59. In committing the wrongful acts alleged to be in violation of the FLSA, Defendants acted willfully in that they knowingly, deliberately, and intentionally failed to pay overtime premium wages to the Named Plaintiffs and other members of the putative class.
60. As a result of Defendants' failure to pay overtime premium wages, the Named Plaintiffs and the other members of the putative class were damaged in an amount to be proved at trial.
61. Therefore, the Named Plaintiffs demand that they and the other members of putative class be paid overtime compensation as required by the FLSA for every hour of overtime worked in any work week for which they were not compensated, plus liquidated damages, interest, damages, penalties, and attorneys' fees as provided by law.

#### **VII. PRAYERS FOR RELIEF**

WHEREFORE, Plaintiffs request of this Court the following relief on behalf of themselves, all members of the Collective Action, and all other similarly situated individuals:

- a. That the Court certify the putative class named in the instant suit as an opt-in collective action under 29 U.S.C. § 216(b);
- b. That the Court declare the rights and duties of the parties consistent with the relief sought by Plaintiffs;
- c. That the Court issue a declaratory judgment that Defendants' acts, policies, practices, and procedures complained of herein violated provisions of the Fair Labor Standards Act;

- d. That the Court enjoin the Defendants from committing further violations of the Fair Labor Standards Act;
- e. That the Court award the Named Plaintiffs and putative class members compensatory damages (back pay) and an equal amount of liquidated damages as provided under the law and pursuant to 29 U.S.C. § 216(b);
- f. That the Court award the Named Plaintiffs and the putative class reasonable attorney's fees, costs, pre and post judgment interest pre-judgment interest and expenses;
- g. That the Court order the Defendants to make the Named Plaintiffs and the putative class members whole by providing appropriate back pay and other benefits wrongly denied, as well as liquidated damages, in an amount to be shown at trial and other affirmative relief;
- h. That the Court award the Named Plaintiffs and the putative class members such additional relief as the interests of justice may require;
- i. That a jury be impaneled to try this cause.

Dated: February 23, 2018

Respectfully Submitted,

/s/ George B. Ready

George B. Ready (MS Bar #4674)

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*(pro hac vice application forthcoming)*

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*mike@weinmanthomas.com*

*Attorneys for Named Plaintiffs, individually, on  
behalf of themselves, and others similarly situated*



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FLSA Opt-In Collective Action  
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CONSENT TO JOIN AS CLASS REPRESENTATIVE

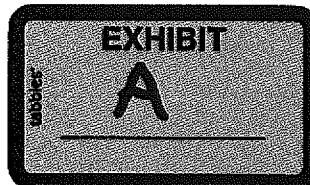
1. I have been employed by Defendants, Flowers Foods, Inc., Flowers Baking Co. of New Orleans, LLC, and Flowers Baking Co. of Baton Rouge LLC as a distributor during the past three years.
2. I hereby consent to join this or any subsequent action against the Defendant as a Named Representative Plaintiff to assert claims for violations of the FLSA 29 U.S.C. § 201, *et seq.*, including the non-payment of overtime compensation as specified in the Collective Action Complaint.
3. I understand this lawsuit is brought under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 216(b), *et seq.* I hereby consent to join and opt-in and authorize the prosecution of the above-styled action to recover unpaid wages in my name and on my behalf as an above Named Representative Plaintiff. I agree to keep counsel for Plaintiffs informed as to my correct mailing address and telephone number.
4. I understand that the personal information provided on this form will not be used for purposes other than these legal claims. Please fill this form out completely.

You can mail this form to JSYH, 262 German Oak Drive, Memphis, TN 38018 or Fax to (901) 754-8524 or Email to rturner@jsyc.com

Thomas Adam Bryant  
Signature

2-15-18  
Date

Thomas Adam Bryant  
Full Legal Name



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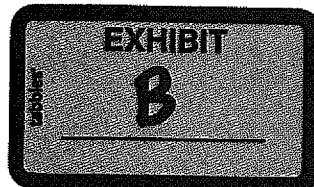
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Andrew D. Hubbard 2-20-18  
Signature Date

Andrew D. Hubbard  
Full Legal Name



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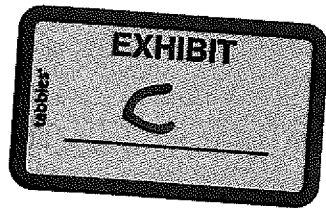
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Larry Patrick 2/15/18  
Signature Date

Larry Patrick  
Full Legal Name



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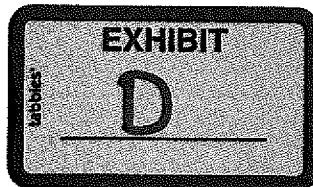
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Thomas H. Bernard 2-17-18  
Signature Date

THOMAS HENRY BERNARD  
Full Legal Name



JS 44 (Rev. 07/16)

**CIVIL COVER SHEET** 3:18-cv-118-WHB-JCG

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM)

**I. (a) PLAINTIFFS**  
 Thomas Bryant, Andrew Hubbard, Larry Patrick, and Thomas Bernard, individually and on behalf of other similarly situated

**(b)** County of Residence of First Listed Plaintiff **Madison County, MS**  
 (EXCEPT IN U.S. PLAINTIFF CASES)

**(c)** Attorneys (Firm Name, Address, and Telephone Number)  
 Law Office of George B. Ready, 175 East Commerce St. Hernando MS, 38632, 662-429-7088, Jackson Shield Yeiser & Holt, 262 German Oak Dr. Cordova, TN 38018, 901-754-8001

**DEFENDANTS**  
 Flowers Foods, Inc., Flowers Baking Co. of New Orleans, LLC & Flowers Baking Co. of Baton Rouge, LLC

County of Residence of First Listed Defendant  
 (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

1 U.S. Government Plaintiff

3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant

4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>PERSONAL INJURY</b> <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <b>LABOR</b> <input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations Act <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS			
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

1 Original Proceeding     2 Removed from State Court     3 Remanded from Appellate Court     4 Reinstated or Reopened     5 Transferred from Another District (specify)     6 Multidistrict Litigation - Transfer     8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
 29 USC 201 et seq

Brief description of cause:  
 Collective action under 216(b) of the Fair Labor Standards Act to recover unpaid wages

**VII. REQUESTED IN COMPLAINT:**  CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.    **DEMAND \$** \_\_\_\_\_    CHECK YES only if demanded in complaint:  
**JURY DEMAND:**  Yes     No

**VIII. RELATED CASE(S) IF ANY** (See instructions): \_\_\_\_\_    JUDGE \_\_\_\_\_    DOCKET NUMBER \_\_\_\_\_

DATE: 02/23/2018    SIGNATURE OF ATTORNEY OF RECORD: /s/ George B. Ready

**FOR OFFICE USE ONLY**

RECEIPT # 0538-3644684    AMOUNT \_\_\_\_\_    APPLYING IFF \_\_\_\_\_    JUDGE \_\_\_\_\_    MAG. JUDGE \_\_\_\_\_

**INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**

## Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the seven boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation – Transfer. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407.
- Multidistrict Litigation – Direct File. (8) Check this box when a multidistrict case is filed in the same district as the Master MDL docket.
- PLEASE NOTE THAT THERE IS NOT AN ORIGIN CODE 7.** Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Distributors Sue Flowers Foods Over Alleged Wage Violations](#)

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