

**IN THE UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF KENTUCKY
LOUISVILLE DIVISION**

JAMES COLUMBIA, II,
Individually, and on behalf of
himself and all other similarly
situated current and former employees,

Plaintiffs,

NO. 3:18-cv-302-RGJ

V.

FLSA Opt-In Collective Action

**FLOWERS FOODS, INC. and FLOWERS
BAKING CO. OF BARDSTOWN, LLC,**

JURY DEMANDED

Defendants

COLLECTIVE ACTION COMPLAINT

COMES now the Plaintiff, James Columbia, II, (hereinafter “Plaintiff”) on behalf of himself, individually, and on behalf of himself and those similarly situated as a collective class, and hereby complains as follows against the named Defendants:

I. INTRODUCTION

1 This is an individual and Collective Action Complaint brought to obtain monetary relief on behalf of the named Plaintiff and those similarly situated who operate(d) as fresh bakery product employees and/or were employees classified as “Distributors” for Defendants, Flowers Foods Inc., and Flowers Baking Co. of Bardstown, LLC, (collectively hereinafter “Flowers Defendants”), who Defendants classified as independent contractors and failed to pay overtime compensation for hours worked in excess of forty (40) hours per week during the class periods.

Named Plaintiff alleges violations of the Federal Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§201, *et seq.*, and seeks monetary relief in the form of unpaid overtime compensation, liquidated damages, and other damages for themselves and those similarly situated.

2. Flowers Defendants employ individuals classified as “Distributors” (such as named Plaintiff and member of the proposed collective class) 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Flowers Foods’ products to their customers, such Distributors stock their products on store shelves, retrieve outdated product, and assemble promotional displays designed and provided by Flowers Defendants and, on the behalf of Flowers Foods.

3. The FLSA collective group (“Collective Group”) consists of all individuals who operate(d) as Distributors for Flowers Defendants, and are or were misclassified as independent contractors (instead of employees) and, who have worked for the Defendant Flowers Baking Company of Bardstown, LLC, at any time during the applicable limitations period. The named Plaintiff, during applicable time periods, has been a member of the proposed Collective Group and brings this collective action on behalf of himself and members of the proposed Collective Group as well as his individual claims, as such.

4. This action seeks relief for Flowers Defendants’ denial to the named Plaintiff and members of the proposed Collective Group of their rights, obligations, privileges, and benefits as employees under the FLSA.

II. PARTIES

5. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

6. Plaintiff James Columbia, II has worked as a Distributor for Flowers Defendants in this district during the past three years and, classified as a Distributor for Flowers Defendants. He

performed delivery and merchandizing services to local retailers of bakery and snack food products manufactured or sold by Flowers Defendants. Plaintiff Columbia operated out of a distribution center in this district that is/was owned and run by Defendant Flowers Baking Co. of Bardstown, LLC. Plaintiff Columbia regularly worked in excess of forty (40) hours per week and did not receive overtime premium pay at any time during the class periods. (Plaintiff Columbia's Consent to Join this action is attached hereto as *Exhibit A*).

7. 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 the named Plaintiff's' employer” (as that term is defined under the FLSA) during the class periods. In the alternative, Defendant Flowers Foods was named Plaintiff's “joint employer” and/or “integrated employer” at all times mentioned herein. Defendant Flowers Foods hires individuals it classifies as independent contractors, to distribute its products by delivering them to grocery and other retail stores and stocking the products on store shelves. Defendant Flowers Foods employs such distributors throughout the United States.

8. Defendant Flowers Baking Co. of Bardstown, LLC, is a Kentucky limited liability company with its principal place of business located at 1755 Parkway Drive, Bardstown, Kentucky 40004. Defendant Flowers Baking Co. of Bardstown, LLC is a wholly owned subsidiary of Flowers Foods, Inc., and has been the named Plaintiff's “employer” and, the employer of members of the proposed collective class (as that term is defined under the FLSA), during the class periods. In the alternative, Defendant Flowers Baking Co. of Bardstown, LLC has been Plaintiff's “joint employer” and/or “integrated employer” and, the “joint employer” and/or “integrated employer” of the members of the proposed collective group, at all times mentioned herein. Defendant Flowers Baking Co. of Bardstown, LLC hires individuals it

classifies as independent contractors, such as the named Plaintiff and other members of the proposed collective class, to deliver and stock its bakery and snack food products.

III. JURISDICTION AND VENUE

9. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

10. This Court has jurisdiction over the claims asserted in this action pursuant to 28 U.S.C. §1331, federal question jurisdiction.

11. Upon information and belief, there are more than 80 members of the proposed Collective Group, and the amount in controversy, in the aggregate, exceeds \$3,500,000.00 exclusive of interest and costs.

12. 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.

13. Named Plaintiff brings this action, individually and, on behalf of himself and members of the proposed collective class as a Collective action under the FLSA.

IV. FLSA COLLECTIVE ACTION ALLEGATIONS

14. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

15. Named Plaintiff brings Cause of Action-Count I of this Complaint as a collective action, alleging violations of the FLSA on behalf of himself and all members of the proposed collective class. This collective 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 Baking Co. of Bardstown, LLC and who were classified by Defendants as “independent contractors” (collectively “Covered Position”) anywhere in the United States 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 collective class also includes the named Plaintiff in this action. Named Plaintiff reserves

the right to modify this definition prior to conditional certification of the proposed Collective Group.

16. The named Plaintiff, along with current and former employees of Flowers Defendants in Covered Positions (the proposed collective class) are similarly situated in that they have substantially similar job requirements, pay provisions, and are subject to Flowers Defendants' common practice, policy, or plan of controlling their daily job functions.

17. Flowers Defendants have regularly and routinely forced, required, expected, induced and, suffered and permitted, the named Plaintiff and members of the proposed collective class to work more than 40 hours per week within weekly pay periods during the class periods, without being paid overtime compensation.

18. Upon information and belief, Flowers Defendants knew the named Plaintiff and members of the proposed collective class performed work that required overtime pay but failed to pay them their earned overtime compensation.

19. Flowers Defendants have therefore operated under a scheme to deprive the named Plaintiff and members of the proposed collective class of overtime compensation by failing to properly compensate them for all overtime worked.

20. Flowers Defendants' conduct and violations of the FLSA, as set forth in this Complaint, were willful and has caused significant damages to the named Plaintiff and members of the proposed collective class.

21. Flowers Defendants did not have a good faith basis for its conduct and violations of the FLSA, as set forth in this Complaint.

22. 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) of the Act because the claims of

the named Plaintiff are similar to the claims of current and former “independent contractors” (other members of the proposed collective class) who have worked for Flowers Defendants during the class periods. Thus, the named Plaintiff should be permitted to bring this action as a collective action on behalf of himself and those similarly situated individuals pursuant to the “opt-in” provision of the FLSA, 29 U.S.C. § 216(b).

23. Defendants are liable under the FLSA for failing to properly compensate the named Plaintiff and all other similarly situated individuals (members of the proposed collective class) for unpaid overtime compensation and notice of this lawsuit should be sent to all such similarly situated individuals. Those similarly situated individuals (members of the proposed collective class) are known to Flowers Defendants and are readily identifiable through their payroll and other personnel records.

V. STATEMENT OF FACTS

24. The foregoing paragraphs are incorporated herein as if set forth in their entirety.

25. 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 Collective Group 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 Defendant Flowers Baking Co. of Bardstown, LLC.

26. Defendant Flowers Foods, by and through its subsidiaries such as Defendant Flowers Baking Co. of Bardstown, LLC, ships bakery and snack products to warehouses and distributors. As such, the named Plaintiff and members of the proposed collective class arrive at their designated warehouse early in the morning and load their vehicles with the Flowers Defendants’

products.

27. The Distributors (including the named Plaintiff and members of the proposed collective class) then deliver the product to Defendants' retailer-customers at the time and place specified by Flowers Defendants.

28. The distribution agreement between Flowers Defendants and its distributors (including the named Plaintiffs and members of the proposed collective class) has no specific end date and can be terminated by either party at any time with limited notice.

29. Defendant Flowers Foods markets its bakery and snack products to retailers such as Wal-Mart, 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, *inter alia*:

- a. Prices for products;
- b. Product selection;
- c. Promotional pricing for products;
- d. The right to display promotional materials;
- e. Service and delivery agreements;
- f. Shelf space to display products;
- g. Advertisements in retailers' newspaper ads; and
- h. Virtually every other term of the arrangement.

30. In some cases during the class periods Defendant Flowers Foods has negotiated and agreed with retailers and fast food restaurants to manufacture and distribute their store brand's (or private label) bread products.

31. Also during the class periods, Defendant Flowers Foods negotiated the above terms

for fresh-baked bread and snack products (which are distributed by the named Plaintiffs and members of the proposed collective class) at the same time as it negotiated terms for its shelf-stable snack products (which are not distributed by the named Plaintiffs and members of the proposed collective class). The result is the job duties and ability to earn income by the named Plaintiff and members of the proposed collective class has been tied directly to the sale and promotion of products outside of their control.

32. The relationship of the named Plaintiff and each member of the proposed collective class with Defendants is essentially the same in all material respects.

33. The named Plaintiff and members of the proposed collective class strictly were required to follow Defendants' instructions and adhere to the pricing, policies, and procedures negotiated between Defendants and their retailer customers.

34. During the class periods the named Plaintiff and members of the proposed collective class used Flowers Defendants' hand-held computers to log the delivery, and billed Flowers Defendants' customers using the data entered into the computers by the distributors. The terms of the sale were negotiated between Flowers Defendants and their respective retailer-customers,

35. During the class periods the named Plaintiff and members of the proposed collective class placed Flowers Defendants' products on the retailer-customers' shelves, removed stale or rejected product, and organized the retailer-customers' display shelf. If Flowers Defendants were running a sale or promotion, named Plaintiff and members of the proposed collective class also constructed and stocked the promotional displays. Flowers Defendants usually reimbursed Plaintiff and members of the proposed collective class for up to eight percent of stale or rejected product as part of their compensation.

36. Flowers Defendants represented to the named Plaintiff and members of the proposed

collective class 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.

37. Nonetheless, Flowers Defendants denied the named Plaintiff and members of the proposed collective class the benefits of ownership and entrepreneurial skill by retaining and exercising the following rights, *inter alia*:

- 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,
- e. The right to withhold pay for certain specified expenses;
- f. The right to unilaterally terminate the employment relationship;
- g. 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;
- h. The right to assign delivery stops to each Distributor in a particular order and require Distributors to get approval for following a different order;
- i. The right to discipline Distributors, up to and including termination, for reasons including hiring employees to run their routes, taking time off work, refusing a specific order to deliver a product to a particular store at a particular time, or not being able to make deliveries during certain times.
- j. The right to handle customer complaints against the Distributors and to take

disciplinary action;

k The right to unilaterally vary the standards, guidelines, and operating procedures; and

l. Various other rights reserved by Defendants.

38. During the class periods the named Plaintiff and members of the proposed collective class were required to accept Flowers Defendants' conditions of employment or face termination.

39. Flowers Defendants not only retained the rights listed net above, but exercised the rights as well.

40. The named Plaintiff and members of the proposed collective class received W-2 forms at the end of the year, representing and acknowledging they were being paid as employees.

41. During the class periods Flowers Defendants routinely modified the product orders of the named Plaintiff and members of the proposed collective class as a means to increase the amount of the order. If the named Plaintiff and members of the proposed collective class were to refuse the additional product, Flowers Defendants nonetheless would bill them for the product and deduct the cost from their wages.

42. At all times material to this action, Flowers Defendants controlled the opportunity for profit or loss of the named Plaintiff and members of the proposed collective class, both by controlling wholesale pricing and negotiating retail pricing. Specifically, Flowers Defendants negotiated the sale of all products with major retailers. The named Plaintiff and members of the proposed collective class then delivered the products to store locations per the agreement between Flowers Defendants and respective retailers.

43. The named Plaintiff and members of the proposed collective class lacked 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, during the class periods.

44. The named Plaintiff and members of the proposed collective class had low cost in terms of investing in equipment, etc. relative to their distribution duties during the class periods.

45. Flowers Defendants provided the named Plaintiff and members of the proposed collective class with computer equipment, administrative support, warehouse space, advertisements, promotional materials, bakery trays, market advice, strategic development, and virtually every other business necessity during the class periods.

46. Flowers Defendants arranged for insurance and vehicle financing on behalf of the named Plaintiff and members of the proposed collective class at all times material to this action. Their insurance premiums, in turn, were paid with a deduction from their wages.

47. At all times material, territories for the named Plaintiff and members of the proposed collective class were supposed to be exclusive to each of them. However, Flowers Defendants retained and exercised the right to enter and negotiate with the respective Distributor's stores in any territory.

48. During the class periods, the job duties performed by the named Plaintiff and members of the proposed collective class did not require any specialized skills.

49. The named Plaintiff and members of the proposed collective class were denied the rights and benefits of employment with Flowers Defendants including, but not limited to, overtime premium wages, because they were misclassified as non-employees, at all times material herein.

50. During the class periods, the named Plaintiff and members of the proposed collective

class incurred expenses for equipment, insurance, product loss, product return, and other expenses that Flowers Defendants required them to purchase, or that was necessary for their work.

51. The named Plaintiff typically worked more than 50 hours or more within seven-day work weeks during the class periods for which neither the named Plaintiff nor, upon information and belief, members of the proposed collective class received overtime premium wages.

52. Flowers Defendants' mischaracterization of the named Plaintiff and members of the proposed collective class, the concealment or non-disclosure of the true nature of the relationship between them and Defendants, and the attendant deprivation of substantial rights and benefits of employment during the class periods have been a part of an on-going unlawful practice by Flowers Defendants.

VI. CAUSE(S) OF ACTION

COUNT I

FAILURE TO PAY OVERTIME TO THE PLAINTIFFS INDIVIUALLY AND ON BEHALF OF THE COLLECTIVE GROUP (FLSA, 29 U.S.C. §§ 201, et seq.)

53. Plaintiff Columbia re-alleges 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 (40) 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 Plaintiff or to members of the

proposed collective class.

56. For purposes of the FLSA, the employment practices of Flowers 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 Plaintiff and other members of the proposed collective class worked more than 40 hours per week within weekly pay periods during the class periods, but did not receive overtime pay for such overtime hours.

58. Upon information and belief, at all times relevant hereto, Flowers Defendants have had annual gross operating revenues well in excess of \$500,000.00.

59. In committing the aforementioned wrongful acts in violation of the FLSA, Flowers Defendants acted willfully in that they knowingly, deliberately, and intentionally failed to pay overtime premium wages to the named Plaintiff and other members of the proposed collective class.

60. In committing the aforementioned wrongful acts in violation of the FLSA, Flowers Defendants acted without a good faith basis.

61. As a result of Flowers Defendants' failure to pay overtime premium wages to the named Plaintiff and members of the proposed collective class, the named Plaintiff and those similarly situated have been damaged in an amount to be proved at trial.

62. Therefore, the named Plaintiff demand he and other members of the proposed collective class be paid overtime compensation as required by the FLSA for every hour of overtime worked in any work week during the class periods for which they were not so compensated, plus interest, damages, penalties, and attorneys' fees as provided by law.

VII. PRAYERS FOR RELIEF

WHEREFORE, Plaintiff requests of this Court the following relief on behalf of himself, all members of the collective class, and all other similarly situated individuals:

a. That the Court certify this lawsuit 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 the named Plaintiff;

c. That the Court award the named Plaintiff and members of the collective class 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);

d. That the Court award the named Plaintiff and members of the collective class reasonable attorney's fees, costs, and expenses;

e. That the Court order the Defendants to make the named Plaintiff and the collective 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;

f. That the Court award the named Plaintiff and the collective class members such additional relief as the interests of justice may require;

h. That a jury be impaneled to try this cause.

Respectfully Submitted,

/s/ Lori Keen

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**Admission Pro Hac Vice Anticipated*

*Attorneys for the Named Plaintiff, on behalf of
himself and all other similarly situated current
and former employees*

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF KENTUCKY
LOUISVILLE DIVISION

JAMES COLUMBIA, II.,
Individually, and on behalf of
himself and all other similarly
situated current and former employees,

Plaintiff,

V.

**FLOWERS FOODS, INC. and FLOWERS
BAKING CO. OF BARDSTOWN, LLC,**

Defendants,

NO. _____.

FLSA Opt-In Collective Action

JURY DEMANDED

CONSENT TO JOIN AS CLASS REPRESENTATIVE

1. I have been employed by Defendants, Flowers Foods, Inc. and Flowers Baking Co. of Bardstown, LLC, as a distributor during the past three years.
2. I hereby consent to join this or any subsequent action against the Defendants 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

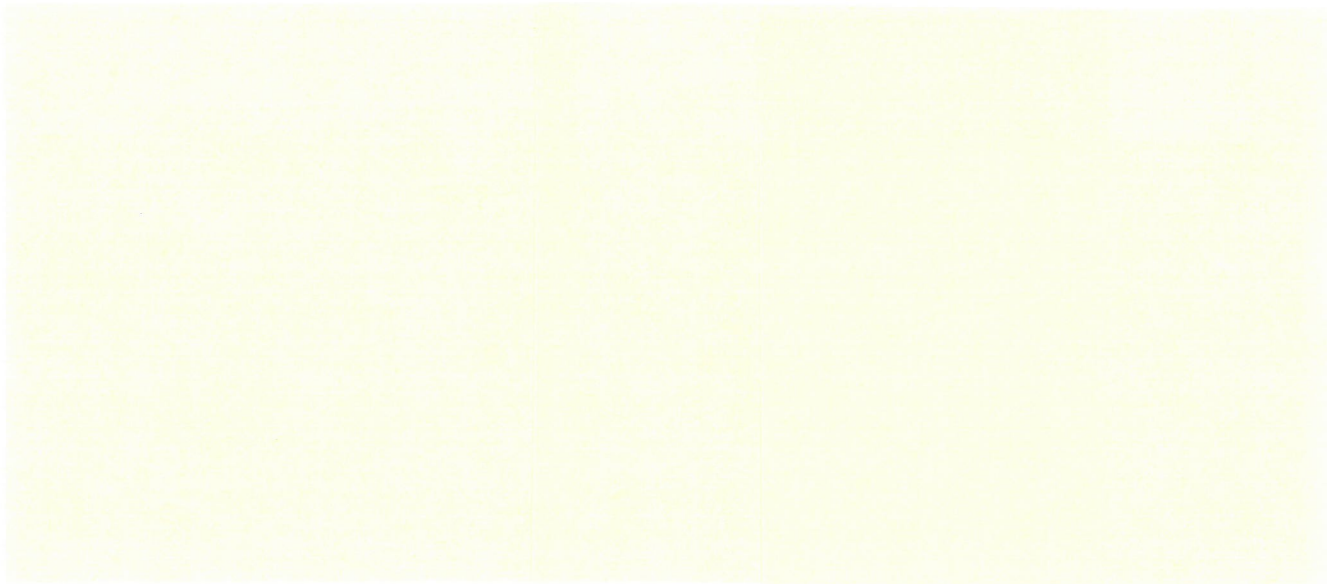
James E. Columbia II

Signature

Date

James Edward Columbia II

Full Legal Name



JS 44 (Rev. 06/17)

CIVIL COVER SHEET

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.)

<p>I. (a) PLAINTIFFS JAMES COLUMBIA, II, et al.,</p> <p>(b) County of Residence of First Listed Plaintiff <u>Bullitt County, Kentucky</u> (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) Lori Keen, 26 North 2nd Street, Memphis, Tennessee 38103 (901) 527-4673</p>	<p>DEFENDANTS FLOWERS FOODS, INC., et al.,</p> <p>County of Residence of First Listed Defendant _____ (IN U.S. PLAINTIFF CASES ONLY)</p> <p>NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.</p> <p>Attorneys (If Known)</p>
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<p>II. BASIS OF JURISDICTION (Place an "X" in One Box Only)</p> <p><input type="checkbox"/> 1 U.S. Government Plaintiff</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</p> <p><input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)</p>	<p>III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td></td> <td style="text-align: center;">PTF</td> <td style="text-align: center;">DEF</td> <td></td> <td style="text-align: center;">PTF</td> <td style="text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business In This State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business In Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table>		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
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IV. NATURE OF SUIT (Place an "X" in One Box Only) Click here for: [Nature of Suit Code Descriptions.](#)

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	<p>PERSONAL INJURY</p> <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	<p>PERSONAL INJURY</p> <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 <p>PERSONAL PROPERTY</p> <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	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157
			<p>PROPERTY RIGHTS</p> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark	<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 <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
		<p>LABOR</p> <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	<p>SOCIAL SECURITY</p> <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))	<input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <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
<p>REAL PROPERTY</p> <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	<p>CIVIL RIGHTS</p> <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	<p>PRISONER PETITIONS</p> <p>Habeas Corpus:</p> <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 <p>Other:</p> <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	<p>FEDERAL TAX SUITS</p> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<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
		<p>IMMIGRATION</p> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions		

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 U.S.C. 201, et seq.

Brief description of cause:
Collective action under the FLSA for the recovery of unpaid overtime compensation and other damages.

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 05/14/2018 SIGNATURE OF ATTORNEY OF RECORD s/Lori Keen

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ 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 there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).
- 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: [Flowers Foods Tagged with Employee Misclassification Suit in Kentucky](#)
