

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

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ZACHARY GIVEN, KRISTOPHER LAWSON,	:	
VINCENT MCCLEERY, and SEAN MCMURRAN,	:	Civil Action No.
Individually and on Behalf of Other Persons	:	
Similarly Situated,	:	<u>COLLECTIVE ACTION</u>
Plaintiffs,	:	<u>COMPLAINT</u>
	:	
-against-	:	
	:	JURY TRIAL DEMANDED
LOVE’S TRAVEL STOPS & COUNTRY	:	
STORES, INC.	:	
	:	
Defendant.	:	
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INTRODUCTION

Plaintiffs Zachary Given (“Given”), Kristopher Lawson (“Lawson”), Vincent McCleery (“McCleery”), and Sean McMurrán (“McMurrán”) (collectively “Plaintiffs”), individually and on behalf of all other persons similarly situated, file this Collective Action Complaint (the “Complaint”) against Defendant, Love’s Travel Stops & Country Stores, Inc. (“Love’s Travel Stops” or “Defendant”), seeking all available relief under the Fair Labor Standards Act of 1938, (hereinafter the “FLSA”), 29 U.S.C. § 201 *et seq.* The following allegations are based on personal knowledge as to Plaintiffs’ conduct and are made based on information and belief as to the acts of others.

NATURE OF THE ACTION

1. Plaintiffs were employed by Love’s Travel Stops as Operations Managers (“OMs”).
2. Plaintiffs allege on behalf of all other OMs and all other persons similarly situated, current and former employees holding comparable positions, employed by Defendant in

the United States, who elect to opt into this action pursuant to the FLSA , that they are entitled to: (i) unpaid wages from Defendant for overtime work for which they did not receive overtime premium pay, as required by law, (ii) liquidated damages under the FLSA, and (iii) reasonable attorneys' fees and costs of this action.

3. Pursuant to 29 U.S.C. §§ 207 and 216(b), Plaintiffs seek to prosecute their FLSA claims as a collective action on behalf of all person who are currently or were formerly employed by the Defendant as OMs and individuals holding comparable salaried positions with different titles employed by Defendant within the United States during the Collective Action Period, which is at any time from July 18, 2014 to the entry of judgments in this case (the "FLSA Collective").

JURISDICTION AND VENUE

4. This Court has federal question jurisdiction over the claim of Plaintiffs and the FLSA Collective pursuant to 29 U.S.C. § 216(b) and U.S.C. § 1331.

5. Defendant is subject to personal jurisdiction in the state of Pennsylvania.

6. The claims of the Plaintiffs and members of the FLSA Collective involve matters of national and/or interstate interest.

7. Venue is proper pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claims occurred in this District.

8. This Court is empowered to issue a declaratory judgment and injunctive relief pursuant to 28 U.S.C. § § 2201 and 2202.

THE PARTIES

I. PLAINTIFFS

9. Plaintiff Given is an adult individual, residing in Hershey, Pennsylvania.

10. Plaintiff Given worked for the Defendant as an OM in Love's Travel Stops stores in Middletown, Pennsylvania and Cumberland, Maryland from around February 2014 to December 2015.

11. Plaintiff Lawson is an adult individual, residing in Noblesville, Indiana.

12. Plaintiff Lawson worked for the Defendant as an OM in Love's Travel Stops store in Whitestown, Indiana from February 2014 to March 2015.

13. Plaintiff McCleery is an adult individual, residing in Warren, Ohio.

14. Plaintiff McCleery worked for the Defendant as an OM in Love's Travel Stops stores in Conneaut, Ohio and Hubbard, Ohio, from September 2015 to July 2016.

15. Plaintiff McMurrin is an adult individual, residing in Roseburg, Oregon.

16. Plaintiff McMurrin worked for the Defendant as an OM in Love's Travel Stops store in Roseburg, Oregon, from August 2008 to October 2015.

17. At all times relevant, Plaintiffs and all similarly situated OMs were engaged in commerce or in the production of goods for commerce as required by 29 U.S.C. §§ 206-207.

18. Attached hereto as Exhibit "A" are Plaintiffs' Consents to Become Party Plaintiffs in the action.

II. DEFENDANT

19. Upon information and belief, Defendant Love's Travel Stops is an Oklahoma Corporation with its principal place of business located at 10601 N. Pennsylvania Avenue, Oklahoma City, Oklahoma, 73120-4108.

20. Defendant does business under the name Love's Travel Stops & Country Stores and operates over 420 retail locations throughout 40 (forty) states.¹

¹ <https://www.loves.com/en/about-us/loves-family-of-companies>.

21. Defendant Loves Travel Stops has revenue of over 14 Billion Dollars and 15,000 employees.²

22. At all times relevant, Defendant Love's Travel Stops was and still is doing business at their retail locations in Pennsylvania.

23. At all times relevant, Defendant employs/employed Plaintiffs and other similarly situated current and former OMs at Love's Travel Stops locations.

24. At all times relevant, Defendant has been an employer within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d).

25. At all times relevant, Defendant has been an enterprise within the meaning of Section 3(r) of the FLSA, 29 U.S.C. § 203(r).

26. At all times relevant, Defendant was and still is an enterprise engaged in commerce or the production of goods for commerce within the meaning of Section 3(s)(1) of the FLSA because each Defendant has had employees engaged in commerce or in the production of goods for commerce, or employees handling, selling, or otherwise working on goods or materials that have moved in or were produced for commerce by any person, 29 U.S.C. § 203(s)(1).

27. Defendant has a gross volume of sales made or business done of not less than \$500,000.00.

COMMON FACTUAL ALLEGATIONS

28. Defendant issued paychecks to the Plaintiffs and the Collective Members.

29. Defendant paid the Plaintiffs and the Collective Members on a salary basis and Defendant did not pay overtime wages to the Plaintiffs and the Collective Members.

² <https://www.forbes.com/companies/loves-travel-stops-country-stores/>

30. Defendant directed the work of Plaintiffs and the Collective Members and directly benefited, suffered or permitted the work they performed.

31. Defendant did not pay Plaintiffs and the Collective Members overtime wages for hours they worked in excess of forty (40) hours in a workweek.

32. Defendant did not pay Plaintiffs and other similarly situated employees overtime wages for hours they worked for their benefit in excess of forty (40) hours in a workweek.

33. Pursuant to Defendant's policy and pattern or practice, Defendant did not pay Plaintiffs and other similarly situated employees overtime wages for hours they worked for Defendant's benefit in excess of forty (40) hours in a workweek.

34. Pursuant to Defendant's policy, pattern and or practice, Defendant did not pay Plaintiffs and the Collective Members proper overtime wages for hours they worked for Defendant's benefit in excess of forty (40) hours in a workweek.

35. Defendant issued paychecks to Plaintiffs, and all other persons similarly situated, current and former OMs, and or employees holding comparable positions but different titles (the "Collective Members") in Love's Travel Stops stores.

36. Defendant directed the work of Plaintiffs and the Collective Members.

37. Defendant directed the work of Plaintiffs, and all similarly situated current and former OMs, and or employees holding comparable positions but different titles (the "Collective Members") in Love's Travel Stops stores.

38. Defendant directed the work of Plaintiffs and the Collective Members, and benefited from the work they performed.

COMMON COLLECTIVE ALLEGATIONS

39. Defendant employed Plaintiffs and the Collective Members as Oms.

40. Defendant maintains control, oversight, and discretion over the operation of its retail stores, including its employment practices with respect to Plaintiffs and Collective Members.

41. Plaintiffs' and the Collective Members work as OMs was integral to and performed during the normal course of Defendant's business.

42. Plaintiffs and the Collective Members regularly worked in excess of forty (40) hours per workweek without being paid overtime wages, in violation of the FLSA.

43. Plaintiff Given worked approximately sixty (60) to sixty-five (65) hours per week during each week in which he worked five (5) or more shifts, and was not paid overtime compensation for the hours he worked in excess of forty (40) hours per workweek. For example, during the week of October 25, 2015 through October 31, 2015, Given worked approximately sixty-five (65) hours.

44. Plaintiff Lawson worked an approximately sixty (60) to sixty-five (65) hours per week during each week in which he worked four (4) or more shifts, and was not paid overtime compensation for the hours he worked in excess of forty (40) hours per workweek. For example, during the week of March 15, 2016 through March 21, 2016, Lawson worked approximately sixty-five (65) hours.

45. Plaintiff McCleery worked approximately sixty (60) to sixty-five (65) hours per week during each week in which she worked five (5) or more shifts, and was not paid overtime compensation for the hours he worked in excess of forty (40) hours per workweek. For example, during the week of April 10, 2016 through April 16, 2016, McCleery worked approximately sixty five (65) hours.

46. Plaintiff McMurrin worked an approximately sixty (60) to sixty-five (65) hours per week during each week in which he worked five (5) or more shifts, and was not paid overtime compensation for the hours he worked in excess of forty (40) hours per workweek. For example, during the week of September 13, 2015 through September 19, 2015, McMurrin worked approximately sixty (60) hours.

47. The number of shifts Plaintiffs and the Collective Members were scheduled to work per week can be ascertained from Defendant's records.

48. Love's Travel Stops assigned all the work that Plaintiffs and the Collective Members performed.

49. The work of the Plaintiffs and the Collective Members required little skill and no capital investment.

50. The work required of the Plaintiffs and the Collective Members did not include managerial responsibilities.

51. The work required of the Plaintiffs and the Collective Members did not include the exercise of meaningful independent judgment and discretion concerning matters of significance.

52. Plaintiffs and the members of the Collective worked in excess of forty (40) hours per workweek.

53. Plaintiffs and the members of the Collective worked in excess of forty (40) hours per workweek, without receiving overtime compensation.

54. Plaintiffs and the Collective Members worked in excess of forty (40) hours per workweek, without receiving overtime compensation as required by the FLSA.

55. Plaintiffs and the Collective Members performed the same primary job duties: working the cash registers, stocking shelves, cleaning and straightening the store, assisting customers, organizing the store according to detailed corporate directives, unpacking merchandise, and unloading trucks.

56. Throughout the Collective Action Period, the primary job duties of Plaintiffs and the Collective Members did not include: hiring, firing, disciplining, or directing the work of other employees, and exercising meaningful independent judgment and discretion.

57. The primary job duties of Plaintiffs and the Collective Members did not materially differ from the duties of non-exempt hourly paid employees.

58. The primary duties of Plaintiffs and the Collective Members were manual in nature.

59. The Plaintiffs and the Collective Members performance of manual labor and non-exempt duties occupied the majority of Plaintiffs and the Collective Members' working hours.

60. Pursuant to a centralized, company-wide policy, pattern and/or practice, Love's Travel Stops Classified all OMs and the Collective Members, as exempt from coverage of the overtime provisions of the applicable state laws.

61. Love's Travel Stops did not perform a person-by-person analysis of the job duties of the Collective Members when making the decision to Classify all of them uniformly as exempt.

62. Defendant established labor budgets to cover labor costs for the stores in which Plaintiffs and the Collective Members worked.

63. Defendant did not provide sufficient resources in the labor budgets for non-exempt employees to complete all the non-exempt tasks in each store.

64. Defendant knew or recklessly disregarded the fact that failing to provide sufficient resources in store labor budgets resulted in Plaintiffs and Collective Members (who were not paid overtime) to work more than forty (40) hours in a workweek and primarily perform manual and non-exempt duties during their workweeks, without receiving overtime compensation. This allowed Defendant to avoid paying additional wages (including overtime) to the non-exempt store-level employees.

65. Defendant acted willfully and knew by virtue of the fact that its Store Managers and or its District Managers (as its authorized agents) actually saw Plaintiffs and the Collective Members perform primarily manual labor and non-exempt duties, that a result of the underfunded labor budgets was to limit the amount of money available to pay non-exempt employees to perform such work.

66. As an experienced and practical retailer operating over 420 stores in 40 states, Defendant was aware or recklessly disregarded the fact that by underfunding the labor budgets for store locations, Plaintiffs and the Collective Members were not performing activities that would suffice to make their actual job duties comply with any overtime exemption.

67. Defendant was, or should have been, aware that state laws required them to pay employees performing primarily non-exempt duties an overtime premium for hours worked in excess of forty (40) per week.

68. As part of its regular business practice, Defendant has intentionally, willfully, and repeatedly engaged in a policy, pattern, and practice of violating the FLSA , and/or all supporting regulations, with respect to Plaintiffs and the Collective Members. This policy, pattern, and practice includes, but it is not limited to the foregoing knowledge of its obligations and the kind

of work that Plaintiffs and the Collective Members were and have been performing; thus,

Defendant has been:

- a. willfully misclassifying Plaintiffs and the Collective Members as exempt from the overtime requirements of the FLSA , and/or all supporting regulations, and/or all supporting regulations;
- b. willfully failing to pay Plaintiffs and the Collective Members overtime wages for hours they worked in excess of (40) forty hours per week; and
- c. willfully failing to provide enough money in its store-level labor budgets for its non-exempt employees to perform their duties and responsibilities, forcing its exempt OMs to perform such non-exempt tasks.

69. Defendant's willful violations of the FLSA, the and/or all supporting regulations are further demonstrated by the fact that, during the Collective Action Period and continuing, Defendant failed to maintain accurate and sufficient time records for Plaintiffs and the Collective Members.

70. Defendant acted recklessly or in willful disregard of FLSA, by instituting a policy and practice that did not allow Plaintiffs and the Collective Members to record all hours worked.

71. Due to the foregoing, Defendant's failure to pay overtime wages for work performed by Plaintiffs and the Collective Members in excess of forty (40) hours per workweek was willful and has been widespread, repeated and consistent.

FLSA COLLECTIVE ACTION ALLEGATIONS

72. Defendant is liable under FLSA for, *inter alia*, failing to pay proper overtime wages to Plaintiffs and the members of the FLSA Collective.

73. There are numerous similarly situated current and former OMs who have not been paid proper overtime wages in violation of the FLSA and who would benefit from the issuance of a court-supervised notice of this lawsuit and the opportunity to join it. Thus, notice should be sent to the collective Action Members pursuant to 29 U.S.C. § 216(b).

74. The similarly situated employed are known to Defendant, are readily identifiable, and can be located through Defendant's records.

FIRST CAUSE OF ACTION
FAIR LABOR STANDARDS ACT: UNPAID OVERTIME WAGES
(Brought on Behalf of Plaintiffs and All Collective Action Members)

75. Plaintiffs, on behalf of themselves and the FLSA Collective, reallege and incorporate by reference paragraphs 1 through 74 as if set forth again herein.

76. At all relevant times and continuing to the present, Defendant has a policy and practice of refusing to pay overtime compensation Plaintiffs and the FLSA Collective for hours worked in excess of forty (40) hours per workweek.

77. As a result of Defendant's willful failure to compensate Plaintiffs and the FLSA Collective for overtime wages worked, Defendant has violated and, continues to violate, the FLSA.

78. Defendant failed to make, keep, and preserve records with respect to each of its employees sufficient to determine the wages, hours and other conditions and practices of employment in violation of the FLSA, 29 U.S.C. §§ 201, *et seq.*, including 29 U.S.C. §§ 211(c) and 215(a).

79. As a result of Defendant's policy and practice of minimizing labor costs by underfunding labor budgets for its stores, Defendant knew or recklessly disregarded the fact that Plaintiffs and the Collective Action Members were primarily performing manual labor and non-exempt tasks.

80. Due to Defendant's failure to provide enough labor budget funds, failure to take into account the impact of the underfunded labor budgets on the job duties of Plaintiffs and the FLSA Collective, Defendant's actual knowledge, through its Store Managers and District

Managers that the primary duties of Plaintiffs and the FLSA Collective were manual labor and other non-exempt tasks, Defendant's failure to perform a person-by-person analysis of Plaintiffs' and the FLSA Collectives' job duties to ensure that they were performing exempt job duties, Defendant's instituting a policy and practice that did not allow Plaintiffs and the FLSA Collective to record all hours worked, and Defendant's failure to post or keep posted a notice explaining the minimum wage and overtime wage requirements, Defendant knew and or showed reckless disregard that its conduct was prohibited by the FLSA. 29 U.S.C. § 255(a).

81. As a result of Defendant's FLSA violations, Plaintiffs and the FLSA Collective are entitled to (a) recover from Defendant their unpaid wages for all of the hours worked by them, as overtime compensation; (b) recover an additional, equal amount as liquidated damages for Defendant's willful violations of the FLSA; and, (c) recover their unreasonably delayed payment of wages, reasonable attorneys' fees, and costs and disbursements of this action, pursuant to 29 U.S.C. § 216(b).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs and the Collective Members Collective are entitled to and pray for the following relief:

- A. Designation of this action as an FLSA collective action and prompt issuance of notice pursuant to 29 U.S.C. § 216(b), to all similarly situated members of the collective, apprising them of the pendency of this action, permitting them to assert timely FLSA claims in this action by filing individual Consents to Sue pursuant to 29 U.S.C. § 216(b), and tolling for the statute of limitations;

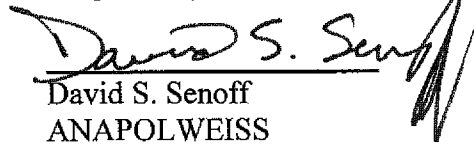
- B. A declaratory judgment that the practices complained of are unlawful under the FLSA;
- C. An award of unpaid wages for all hours worked in excess of forty (40) hours in a workweek, at a rate of one and one-half times the regular rate of pay under FLSA, using the following common methodology for calculating damages: $((\text{Annual Salary} \div 52) \div 40) \times \text{Total Number of Overtime Hours Worked} \times 1.5$;
- D. An award of liquidated, and punitive damages, where applicable as a result of Love's willful failure to pay for all hours worked in excess of forty (40) hours in a workweek, at a rate of one and one-half times the regular rate of pay pursuant to 29 U.S.C. § 216.
- E. An award of damages representing the employer's state of FICA, FUTA, state unemployment insurance, and any other required employment taxes;
- F. An injunction against the Defendant and its officer, agents, successors, employees, representative and any and all person acting in concert with them, as provided by law, from engaging in each of the unlawful practices, policies and patterns set forth herein;
- E. An award of prejudgment and post-judgment interest;
- F. An award of costs and expenses of this action together with reasonable attorneys' fees and expert fees and an award of a service payment to Plaintiffs; and
- G. Such other and further relief as this Court deems just and proper.

DEMAND FOR TRIAL BY JURY

Pursuant to Fed. R. Civ. P. 38(b), Plaintiffs and the Collective Members demand a trial by jury on all questions of fact raised by the Complaint.

Dated: July 18, 2017

Respectfully submitted,



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**pro hac vice application forth coming*

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 ZACHARY GIVEN, KRISTOPHER LAWSON, VINCENT MCCLEERY, and SEAN MCCMURRAN, Individually and on Behalf of Other Persons : Similarly Situated,</p> <p>(b) County of Residence of First Listed Plaintiff <u>Dauphin</u> (EXCEPT IN U.S. PLAINTIFF CASES)</p> <p>(c) Attorneys (Firm Name, Address, and Telephone Number) HEPWORTH, GERSHBAUM & ROTH, PLLC. 192 LEXINGTON AVENUE SUITE 802 NEW YORK, NY 10016 (212) 545-1199</p>	<p>DEFENDANTS LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.</p> <p>County of Residence of First Listed Defendant <u>Oklahoma</u> (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 checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)</p> <p><input type="checkbox"/> 2 U.S. Government Defendant</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 style="width:25%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:45%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td style="text-align: center;"><input checked="" 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 checked="" 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 checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" 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.](#)

<p>CONTRACT</p> <p><input type="checkbox"/> 110 Insurance</p> <p><input type="checkbox"/> 120 Marine</p> <p><input type="checkbox"/> 130 Miller Act</p> <p><input type="checkbox"/> 140 Negotiable Instrument</p> <p><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment</p> <p><input type="checkbox"/> 151 Medicare Act</p> <p><input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)</p> <p><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits</p> <p><input type="checkbox"/> 160 Stockholders' Suits</p> <p><input type="checkbox"/> 190 Other Contract</p> <p><input type="checkbox"/> 195 Contract Product Liability</p> <p><input type="checkbox"/> 196 Franchise</p>	<p>TORTS</p> <p>PERSONAL INJURY</p> <p><input type="checkbox"/> 310 Airplane</p> <p><input type="checkbox"/> 315 Airplane Product Liability</p> <p><input type="checkbox"/> 320 Assault, Libel & Slander</p> <p><input type="checkbox"/> 330 Federal Employers' Liability</p> <p><input type="checkbox"/> 340 Marine</p> <p><input type="checkbox"/> 345 Marine Product Liability</p> <p><input type="checkbox"/> 350 Motor Vehicle</p> <p><input type="checkbox"/> 355 Motor Vehicle Product Liability</p> <p><input type="checkbox"/> 360 Other Personal Injury</p> <p><input type="checkbox"/> 362 Personal Injury - Medical Malpractice</p> <p>PERSONAL INJURY - Product Liability</p> <p><input type="checkbox"/> 365 Personal Injury - Product Liability</p> <p><input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability</p> <p><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability</p> <p>PERSONAL PROPERTY</p> <p><input type="checkbox"/> 370 Other Fraud</p> <p><input type="checkbox"/> 371 Truth in Lending</p> <p><input type="checkbox"/> 380 Other Personal Property Damage</p> <p><input type="checkbox"/> 385 Property Damage Product Liability</p>	<p>FORFEITURE/PENALTY</p> <p><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881</p> <p><input type="checkbox"/> 690 Other</p> <p>LABOR</p> <p><input checked="" type="checkbox"/> 710 Fair Labor Standards Act</p> <p><input type="checkbox"/> 720 Labor/Management Relations</p> <p><input type="checkbox"/> 740 Railway Labor Act</p> <p><input type="checkbox"/> 751 Family and Medical Leave Act</p> <p><input type="checkbox"/> 790 Other Labor Litigation</p> <p><input type="checkbox"/> 791 Employee Retirement Income Security Act</p> <p>IMMIGRATION</p> <p><input type="checkbox"/> 462 Naturalization Application</p> <p><input type="checkbox"/> 465 Other Immigration Actions</p>	<p>BANKRUPTCY</p> <p><input type="checkbox"/> 422 Appeal 28 USC 158</p> <p><input type="checkbox"/> 423 Withdrawal 28 USC 157</p> <p>PROPERTY RIGHTS</p> <p><input type="checkbox"/> 820 Copyrights</p> <p><input type="checkbox"/> 830 Patent</p> <p><input type="checkbox"/> 835 Patent - Abbreviated New Drug Application</p> <p><input type="checkbox"/> 840 Trademark</p> <p>SOCIAL SECURITY</p> <p><input type="checkbox"/> 861 HIA (1395ff)</p> <p><input type="checkbox"/> 862 Black Lung (923)</p> <p><input type="checkbox"/> 863 DIWC/DIWW (405(g))</p> <p><input type="checkbox"/> 864 SSID Title XVI</p> <p><input type="checkbox"/> 865 RSI (405(g))</p> <p>FEDERAL TAX SUITS</p> <p><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)</p> <p><input type="checkbox"/> 871 IRS—Third Party 26 USC 7609</p>	<p>OTHER STATUTES</p> <p><input type="checkbox"/> 375 False Claims Act</p> <p><input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))</p> <p><input type="checkbox"/> 400 State Reapportionment</p> <p><input type="checkbox"/> 410 Antitrust</p> <p><input type="checkbox"/> 430 Banks and Banking</p> <p><input type="checkbox"/> 450 Commerce</p> <p><input type="checkbox"/> 460 Deportation</p> <p><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations</p> <p><input type="checkbox"/> 480 Consumer Credit</p> <p><input type="checkbox"/> 490 Cable/Sat TV</p> <p><input type="checkbox"/> 850 Securities/Commodities/Exchange</p> <p><input type="checkbox"/> 890 Other Statutory Actions</p> <p><input type="checkbox"/> 891 Agricultural Acts</p> <p><input type="checkbox"/> 893 Environmental Matters</p> <p><input type="checkbox"/> 895 Freedom of Information Act</p> <p><input type="checkbox"/> 896 Arbitration</p> <p><input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision</p> <p><input type="checkbox"/> 950 Constitutionality of State Statutes</p>
<p>REAL PROPERTY</p> <p><input type="checkbox"/> 210 Land Condemnation</p> <p><input type="checkbox"/> 220 Foreclosure</p> <p><input type="checkbox"/> 230 Rent Lease & Ejectment</p> <p><input type="checkbox"/> 240 Torts to Land</p> <p><input type="checkbox"/> 245 Tort Product Liability</p> <p><input type="checkbox"/> 290 All Other Real Property</p>	<p>CIVIL RIGHTS</p> <p><input type="checkbox"/> 440 Other Civil Rights</p> <p><input type="checkbox"/> 441 Voting</p> <p><input type="checkbox"/> 442 Employment</p> <p><input type="checkbox"/> 443 Housing/Accommodations</p> <p><input type="checkbox"/> 445 Amer. w/Disabilities - Employment</p> <p><input type="checkbox"/> 446 Amer. w/Disabilities - Other</p> <p><input type="checkbox"/> 448 Education</p>	<p>PRISONER PETITIONS</p> <p>Habeas Corpus:</p> <p><input type="checkbox"/> 463 Alien Detainee</p> <p><input type="checkbox"/> 510 Motions to Vacate Sentence</p> <p><input type="checkbox"/> 530 General</p> <p><input type="checkbox"/> 535 Death Penalty</p> <p>Other:</p> <p><input type="checkbox"/> 540 Mandamus & Other</p> <p><input type="checkbox"/> 550 Civil Rights</p> <p><input type="checkbox"/> 555 Prison Condition</p> <p><input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement</p>		

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):
FLSA 29 U.S.C. § 201 et seq.

Brief description of cause:
SEEKING RELIEF UNDER FLSA FOR UNPAID WAGES FOR OVERTIME WORK

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:
 This is a Collective Action. JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions): JUDGE _____ DOCKET NUMBER _____

DATE: 07/17/2017

FOR OFFICE USE ONLY

SIGNATURE OF ATTORNEY OF RECORD


RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

EXHIBIT "A"

CONSENT TO BECOME A PARTY PLAINTIFF

By my signature below, I hereby authorize the filing and prosecution of claims in my name and on my behalf in a collective and class action, to contest the alleged failure of Defendant LOVE'S TRAVEL STOPS INC., and/or its parent, subsidiary, predecessor, successor, affiliated, and related companies (collectively "LOVE'S TRAVEL STOPS.") to pay me overtime wages as required under federal law and also authorize the filing of this consent in a lawsuit challenging such conduct. I hereby designate Plaintiff's counsel to represent me in the suit and to make decisions on my behalf concerning the litigation and settlement. I agree to be bound by any adjudication of this action by the Court, whether it is favorable or unfavorable. I also consent to join any separate or subsequent action or arbitration proceeding to assert my claim against LOVE'S TRAVEL STOPS and/or other entities and/or persons potentially liable.


Zachary Given (Jun 14, 2017)

Signature

Zachary Given

Printed Name

CONSENT TO BECOME A PARTY PLAINTIFF

By my signature below, I hereby authorize the filing and prosecution of claims in my name and on my behalf in a collective and class action, to contest the alleged failure of Defendant LOVE'S TRAVEL STOPS INC., and/or its parent, subsidiary, predecessor, successor, affiliated, and related companies (collectively "LOVE'S TRAVEL STOPS.") to pay me overtime wages as required under federal law and also authorize the filing of this consent in a lawsuit challenging such conduct. I hereby designate Plaintiff's counsel to represent me in the suit and to make decisions on my behalf concerning the litigation and settlement. I agree to be bound by any adjudication of this action by the Court, whether it is favorable or unfavorable. I also consent to join any separate or subsequent action or arbitration proceeding to assert my claim against LOVE'S TRAVEL STOPS and/or other entities and/or persons potentially liable.

~~XXXXXXXXXX~~ (Jan 22, 2017)

Signature

Kristopher Lawson _____

Printed Name

CONSENT TO BECOME A PARTY PLAINTIFF

By my signature below, I hereby authorize the filing and prosecution of claims in my name and on my behalf in a collective and class action, to contest the alleged failure of Defendant LOVE'S TRAVEL STOPS INC., and/or its parent, subsidiary, predecessor, successor, affiliated, and related companies (collectively "LOVE'S TRAVEL STOPS.") to pay me overtime wages as required under federal law and also authorize the filing of this consent in a lawsuit challenging such conduct. I hereby designate Plaintiff's counsel to represent me in the suit and to make decisions on my behalf concerning the litigation and settlement. I agree to be bound by any adjudication of this action by the Court, whether it is favorable or unfavorable. I also consent to join any separate or subsequent action or arbitration proceeding to assert my claim against LOVE'S TRAVEL STOPS and/or other entities and/or persons potentially liable.

Vincent D McCleery
Vincent D McCleery (Mar 2, 2017)

Signature

Vincent McCleery

Printed Name

CONSENT TO BECOME A PARTY PLAINTIFF

By my signature below, I hereby authorize the filing and prosecution of claims in my name and on my behalf in a collective and class action, to contest the alleged failure of Defendant LOVE'S TRAVEL STOPS INC., and/or its parent, subsidiary, predecessor, successor, affiliated, and related companies (collectively "LOVE'S TRAVEL STOPS.") to pay me overtime wages as required under federal law and also authorize the filing of this consent in a lawsuit challenging such conduct. I hereby designate Plaintiff's counsel to represent me in the suit and to make decisions on my behalf concerning the litigation and settlement. I agree to be bound by any adjudication of this action by the Court, whether it is favorable or unfavorable. I also consent to join any separate or subsequent action or arbitration proceeding to assert my claim against LOVE'S TRAVEL STOPS and/or other entities and/or persons potentially liable.

Sean McMurrin
Sean McMurrin (Mar 21, 2017)

Signature

Sean McMurrin
Printed Name

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Four Sue Love's Travel Stops & Country Stores for Unpaid Overtime](#)
