

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
GAINESVILLE DIVISION**

SUE RATCHFORD, KAY MITCHELL,) GINA NUCKOLLS, COURTNEY) ROBERSON and PATTY BECKNELL,) on behalf of themselves and of all others) similarly situated who consent to) representation,) Plaintiffs) v.) REGIONS FINANCIAL CORPORATION,) REGIONS BANK, a subsidiary of) REGIONS FINANCIAL CORPORATION) Defendants)	CIVIL ACTION NO.: <u>2:17-cv-00100-WCO</u> FAIR LABOR STANDARDS ACT, COLLECTIVE ACTION PURSUANT to 29 U.S.C. sec. 216(b) JURY TRIAL DEMANDED
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COMPLAINT

Come now SUE RATCHFORD (Ratchford), KAY MITCHELL, (Mitchell) GINA NUCKOLLS (Nuckolls), COURTNEY ROBERSON (Roberson), and PATTY BECKNELL (Becknell), herein "Plaintiffs", and for themselves and on behalf of others similarly situated, assert claims against REGIONS FINANCIAL CORPORATION, herein "RFC", and REGIONS BANK, a subsidiary of REGIONS FINANCIAL CORPORATION, herein collectively referred to as "Defendants" under the Fair Labor Standards Act, 29 U.S.C. §201 et. seq. ("FLSA"), for unpaid overtime compensation, liquidated damages, reasonable expenses of litigation and attorneys' fees, on the grounds set forth below.

JURISDICTION AND VENUE

1. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§1331 and 1337 and 29 U.S.C. §216 (b).

2. This Court has venue for all causes of actions stated herein pursuant to 28 U.S.C. §1391(b)(2) as some of the acts alleged as a basis for the federal claims took place within this Court's jurisdictional boundaries. Further, Defendants do business in this District, including conducting business by way of offices in this District, and are subject to this Court's personal jurisdiction.

3. Venue is appropriate in this Division as some of the acts alleged as a basis for the federal claims took place within this Division's jurisdictional boundaries.

PARTIES

The Plaintiffs

4. Plaintiffs worked as Mortgage Loan Originators (MLO's) for Defendants.

5. Plaintiff Sue Ratchford is a former employee of Defendants, who worked as an MLO, and with one exception noted below, was regularly denied

overtime compensation during the term of her employment. Plaintiff Ratchford began her employment for Defendants on or about June 5, 1995, and worked for them until her separation on or about November 9, 2015. Plaintiff Ratchford worked in Defendants' Whitfield County, Georgia office. Plaintiff Ratchford is a resident of Whitfield County, Georgia.

6. Plaintiff Kay Mitchell is a former employee of Defendants, who worked as an MLO, and with one exception noted below, was regularly denied overtime compensation throughout the term of her employment. Plaintiff Mitchell began her employment for Defendants on or about November 8, 2011 and worked for them until November 14, 2015. Plaintiff Mitchell worked in Defendants' Hamilton County, Tennessee office. Plaintiff Mitchell is a resident of Hamilton County, Tennessee.

7. Plaintiff Gina Nuckolls is a former employee of Defendants, who worked as an MLO, and who was regularly denied overtime compensation throughout her term of employment. Plaintiff Nuckolls began her employment for Defendants on or about April 19, 1994 and worked for them until March 31, 2014. Plaintiff Nuckolls worked in Defendants' Pickens County Georgia office. Plaintiff Nuckolls is a resident of Cherokee County, Georgia.

8. Plaintiff Roberson is a former employee of Defendants, who worked as an MLO during two periods of time: first, from May 30, 2006 through August 1, 2012 and second, from May 14, 2013 until April 15, 2016. Plaintiff Roberson was regularly denied overtime compensation throughout the second term of her employment. Plaintiff Roberson worked in Defendants' Dawson, Hall and Lumpkin County offices. Plaintiff Roberson is a resident of Dawson County, Georgia.

9. Plaintiff Becknell is a former employee of Defendants, who worked as an MLO, and with one exception noted below, was regularly denied overtime compensation throughout her term of employment. Plaintiff Becknell began her employment for Defendants on or about October 10, 2010 and worked for them until September 11, 2015. Becknell worked in Defendants' Hamilton County, Tennessee office. Becknell is a resident of Hamilton County, Tennessee.

The Defendants

10. Defendant RFC is a financial holding company incorporated under the laws of the state of Delaware, with its corporate headquarters and principal place of business in Birmingham, Alabama. At all times relevant to this action, RFC has conducted its banking operations through its subsidiary, Regions Bank, an

Alabama-chartered commercial bank that is a member of the Federal Reserve System, with its headquarters and principal place of business in Birmingham, Alabama. Both Defendants may be served by way of Corporation Service Company, who serves as the Registered Agent for both Defendants, and who is located at 40 Technology Parkway South, Suite 300, Norcross, Georgia, 30092.

FACTS

Defendants' Operations

10. Defendant RFC is listed on the New York Stock Exchange (NYSE; RF), with over \$100 billion in assets, and is a member of the S&P 500 stock index. RFC, through its subsidiaries, forms one of the United States' largest full-service providers of consumer and commercial banking, wealth management, mortgage, and insurance products and services.

11. As stated above, Defendant RFC conducts its banking operations through Defendant Regions Bank. In its 2016 Annual Report, RFC stated that it "serves customers across the South, Midwest and Texas, and through its subsidiary, Regions Bank, operates approximately 1,500 banking offices and 1,900 ATMs."

12. Defendants are engaged in business in the financial field, and accordingly, offer consumer banking services related to residential mortgages. In furtherance of its consumer banking services, and at all times relevant to this suit, Defendants have employed MLO's, and they have conducted mortgage loan origination operations at facilities located throughout the United States.

13. During all times relevant to this suit, Defendants have employed approximately 700 MLO's who worked in its offices, branches, and locations in approximately 15 states.

14. At all times relevant to this suit, Defendants had an annual gross volume of sales made that was more than \$500,000; had employees engaged in commerce; and were enterprises engaged in commerce within the meaning of 29 § U.S.C. 203(s)(1).

15. Regions Bank has been an employer of MLO's, including the Plaintiffs, within the meaning 29 U.S.C. § 203(d), and it is not exempt from FLSA's overtime provisions.

16. Regions Bank has suffered or permitted MLO's like these Plaintiffs to work. Among other things, Regions Bank has exercised control and supervision over MLO's like these Plaintiffs. Further, Regions Bank has had the right to

directly or indirectly hire, fire, or modify the employment conditions of MLO's like these Plaintiffs. Thus, as an economic reality, MLO's like these Plaintiffs have been dependent on Regions Bank for their employment.

17. RFC has been an employer of MLO's, including the Plaintiffs, within the meaning of 29 U.S.C. §203 (d) and (g), and it is not exempt from FLSA's overtime provisions.

18. RFC has suffered or permitted MLO's like these Plaintiffs to work. Among other things, RFC has administered various benefits plans to its employees, including the Plaintiffs. Thus, as an economic reality, MLO's like these plaintiffs have been dependent on RFC for their employment.

19. Defendants have acted as joint employers of MLO's within the meaning of the FLSA, 29 U.S.C § 203(d) and (g), and its implementing regulations (including 29 C.F.R. § 791.2), because among other things, Regions Bank is acting directly in the interest of RFC.

The Plaintiffs' History of Working Overtime

20. All the Plaintiffs worked as MLO's and worked in excess of forty hours per week without receiving the appropriate overtime compensation.

21. At all times relevant to this lawsuit, Defendants were aware that all the named Plaintiffs, and likely other similarly-situated MLO's, were working overtime hours without compensation.

Sue Ratchford

22. Throughout the term of her employment with Defendants, Plaintiff Sue Ratchford worked in excess of 40 hours per week during each pay period. Yet, with the exception of one pay period, she was not compensated in accordance with the FLSA for the time she worked in excess of 40 hours per week (the "overtime worked").

23. During one pay period, Plaintiff Ratchford turned in her hours of work, including the amount of overtime worked. On that occasion, Plaintiff Ratchford was paid appropriately for her hours worked, including the appropriate rate and amount for the overtime worked. However, Plaintiff Ratchford was told by her immediate supervisor to not turn in any further overtime hours or include overtime hours in any time records she turned in, even if she worked in excess of 40 hours per week. (*See* Affidavit of David Viduna, at pg. 3, attached as Exhibit 1).

24. Plaintiff Ratchford was therefore forced to perform uncompensated, “off the clock” overtime work, including work during her lunch breaks, before and after business hours, on the weekends, and while on vacation.

25. Plaintiff Ratchford, during the period at issue in this lawsuit, worked in each pay period approximately 20 to 30 hours per week of overtime, for which she was not compensated.

26. Plaintiff Ratchford entered into a tolling agreement and extension with Regions Bank. (*See* Ratchford Tolling Agreement and Extension, attached as Exhibit 2 hereto). In the tolling agreement, the parties agreed, inter alia, that any and all damages awarded to Plaintiff Ratchford under FLSA shall be calculated as if the Complaint had been filed on June 20, 2016, and that the Plaintiff be put in the same position she would have been had she filed suit on June 20, 2016.

27. The duration of the tolling agreement continued until 30 days after either party gave notice to the other of intent to terminate. On April 20, 2017, Plaintiff Ratchford terminated the tolling agreement. (*See* Termination Email and Letter, attached as Exhibit 3 hereto).

Kay Mitchell

28. During the entire time of her employment with Defendants, Plaintiff Mitchell worked in excess of 40 hours per week during each pay period. Yet, with the exception of one pay period, she was not compensated in accordance with the FLSA for the overtime hours she worked.

29. During one pay period, Plaintiff Mitchell turned in her hours of work, including the amount of overtime worked. On that occasion, Defendants paid Plaintiff Mitchell appropriately for her hours worked, including the appropriate rate and hours for the overtime worked. However, Plaintiff Mitchell was told by her immediate supervisor to not turn in any further overtime hours or include overtime hours in any time records she turned in, even if she worked in excess of 40 hours per week.

30. Plaintiff Mitchell was therefore forced to perform uncompensated, “off the clock” overtime work, including work during her lunch breaks, before and after business hours, at night, and on the weekends.

31. Plaintiff Mitchell, during the period at issue in this lawsuit, regularly worked approximately 15 to 20 hours per week of overtime in each pay period, for which she was not compensated.

Gina Nuckolls

32. Throughout the entire term of her employment with Defendants, Plaintiff Gina Nuckolls worked in excess of 40 hours per week in each pay period, yet was not compensated in accordance with the FLSA for the overtime hours she worked.

33. Plaintiff Nuckolls was forced to perform uncompensated, “off the clock” overtime work, including work during her lunch breaks, before and after business hours, at night, on the weekends, and while on vacation.

34. Plaintiff Nuckolls, during the period at issue in this lawsuit, worked approximately 15 to 25 hours per week of overtime in each pay period, for which she was not compensated.

35. Plaintiff Nuckolls entered into a tolling agreement with Regions Bank. (*See* Nuckolls Tolling Agreement, attached as Exhibit 4 hereto). In the tolling agreement, the parties agreed, inter alia, that any and all damages awarded to Plaintiff Nuckolls under FLSA shall be calculated as if the Complaint had been filed on August 8, 2016, and that the Plaintiff be put in the same position she would have been had she filed suit on August 8, 2016.

36. The duration of the tolling agreement continued until 30 days after either party gave notice to the other of intent to terminate. On April 20, 2017, Plaintiff Nuckolls terminated the tolling agreement. (*See* Termination Email and Letter, attached as Exhibit 3 hereto).

Courtney Roberson

37. Throughout her terms of employment with Defendants, Plaintiff Courtney Roberson worked in excess of 40 hours per week during each pay period, yet she was not compensated in accordance with the FLSA for the overtime hours she worked.

38. Plaintiff Roberson was forced to perform uncompensated, “off the clock” overtime work, including work during her lunch breaks, before and after business hours, at night, and on the weekends.

39. Plaintiff Roberson, during the period at issue in this lawsuit, worked approximately 5 to 10 hours per week of overtime in each period, for which she was not compensated.

Patty Becknell

40. Throughout her term of employment with Defendants, Plaintiff Patty Becknell worked in excess of 40 hours per week during each pay period. Yet, with the exception of one pay period, she was not compensated in accordance with the FLSA for the overtime hours she worked.

41. During one pay period, Plaintiff Becknell turned in her hours worked, including the amount of overtime worked. On that occasion, Becknell was paid appropriately for her hours worked, including the appropriate rate and amount for overtime worked. However, Plaintiff Becknell was told by her supervisor to never again turn in overtime hours for pay, even if she worked in excess of 40 hours per week.

42. Plaintiff Becknell was therefore forced to perform uncompensated, “off the clock” overtime work, including work during lunch breaks, before and after business hours, at night, and on the weekends.

43. Plaintiff Becknell, during the period at issue in this lawsuit, worked approximately 10 to 15 hours per week of overtime in each pay period, for which she was not compensated.

Facts Common to All MLO's Employed by Defendants

44. All of the named Plaintiffs are similarly situated with other former and current MLO's employed by Defendants.

45. On information and belief, during all times relevant to this suit, Defendants classified all Plaintiffs and other similarly-situated MLO's (and continues to so classify MLO's) as non-exempt under the FLSA.

46. The primary duty of all Plaintiffs and other similarly-situated MLO's was making sales of mortgages for Defendants. (*See Viduna Aff.*, at 1). Further, the primary duty of all MLO's currently employed by Defendants remains making such sales.

47. MLO's, including these Plaintiffs, were paid on a "monthly draw" basis, which required them to originate and ultimately close a certain number of loans per month to cover their draw. (*Viduna Aff.*, at 3). The draw provided each month to MLO's was subtracted from the monthly production of closed loans, with the excess paid to the MLO or the deficit carried over to the next month as a balance due against future closed production. (*Viduna Aff.*, at 3). Further, the compensation of all MLO's currently employed by Defendants remains on such a monthly draw basis.

48. All Plaintiffs and other similarly-situated MLO's performed other tasks in furtherance of their primary duty of making sales, including ensuring proper documentation, processing, and compliance of all loan applications. (*See Viduna Aff.*, at 1-2). Further, the tasks performed by all similarly situated MLO's currently employed by Defendants remain in furtherance of their primary duty of making sales.

49. Although the primary duty of MLO's is sales, Defendants also required the Plaintiffs and other similarly situated MLO's to spend all necessary time to satisfy other customer service needs, even though the tasks not directly related to their primary sales duties were not directly factored into the method of compensation or productivity requirements for MLO's. These tasks include providing "floor coverage," such as greeting and assisting walk-in customers at bank branches. Defendants' practice of requiring MLO's to perform tasks not directly related to their primary sales duties – while not factoring the time spent on such duties into their method of compensation or productivity requirements – persists for those similarly situated MLO's currently employed by Defendants.

50. All Plaintiffs and other similarly-situated MLO's performed their work primarily at the Defendants' offices and/or branches or at Plaintiffs' home

offices. Further, upon information and belief, those similarly situated MLO's currently employed by Defendants perform their work primarily at Defendants' offices and/or branches or at their home offices.

51. None of the Plaintiffs or other similarly-situated MLOs' primary duties included management duties; customarily or regularly directing the work of at least two or more other full-time employees; or having any authority regarding the hiring, firing, advancement, promotion, or changing the status of other employees. The same is true for similarly situated MLO's currently employed by Defendants.

52. None of the Plaintiffs or other similarly-situated MLOs' primary duties related to the management or general business operations (as such terms are understood in 29 U.S.C. § 213(a)(1) or 29 C.F.R. §541) of Defendants. As Plaintiffs' primary duty was to sell mortgages, none of the Plaintiffs nor other similarly-situated MLOs' primary duties included the exercise of discretion and independent judgment with respect to matters of significance (as such terms are understood in 29 U.S.C. § 213(a)(1) or 29 C.F.R. §541.203). The same is true for similarly situated MLO's currently employed by Defendants.

53. None of the Plaintiffs or other similarly-situated MLO's were acting as professional employees for Defendants, as that term is utilized by 29 U.S.C. § 213(a)(1) and 29 C.F.R. §541.300. The same is true for similarly situated MLO's currently employed by Defendants.

54. All Plaintiffs and other similarly-situated MLO's worked for the Defendants in excess of 40 hours per week each week during the entire terms of their employment, but, with the nominal exceptions mentioned above, were denied overtime compensation, and were instructed by Defendants' management to never turn in any overtime for pay, regardless of whether they had worked overtime. The same is true for similarly situated MLO's currently employed by Defendants.

55. During the relevant time period, all Plaintiffs were employees of Defendants RFC and Regions Bank within the meaning of FLSA, 29 U.S.C. § 203(e)(1). The same is true for those individuals currently serving as MLO's.

The Formula and Defendants' Knowledge of Overtime Violations

56. As MLO's, Plaintiffs' primary duties are related to making sales of mortgages for Defendants. Thus, Plaintiffs and other MLO's were expected to promote and originate loans, take loan applications, and take all further necessary steps to have the loans processed and closed or finalized. Defendants expected the

Plaintiffs to originate, produce, and finalize as many loans as possible throughout the terms of their employment to respond to market demand and maximize income for the Defendants.

57. During all times relevant to this lawsuit, Defendants have employed “Mortgage Production Managers” to supervise MLO’s like the Plaintiffs.

58. One mortgage production manager overseeing the work of Plaintiffs Ratchford and Nuckolls was David Viduna, whose Affidavit is attached hereto. At the time of his retirement, Viduna was responsible for mortgage production throughout Northwest Georgia. (Viduna Aff., at 1).

59. In turn, Defendants employ regional “Area Managers” to oversee Mortgage Production Managers (such as David Viduna). At the time of his retirement, Viduna reported to East Region Area Manager Debra Douglas. (Viduna Aff., at 1).

60. During the terms of Plaintiffs’ employment, Defendants utilized a “**Formula**,” stating that MLO’s, such as the Plaintiffs and others similarly situated, should be able to originate and finalize (or “close”) seven to eight (7 to 8) loans per month while working no more than 40 hours per week. (Viduna Affidavit, at pg. 3).

61. Thus Defendants, by creation of the Formula, expected and predicted that the Plaintiffs and all similarly situated MLO's, could produce, on average, 90 loans per calendar year (7.5 loans per month), while working no more than 40 hours per week.

62. The Formula was periodically communicated to management and supervisory staff and thereby to the Plaintiffs. (Viduna Aff., at pg. 2).

63. Area Manager Debra Douglas disseminated the Formula to Mortgage Production Manager David Viduna and other Mortgage Production Managers. In periodic conference calls between Douglas, Viduna, and the other Mortgage Production Managers (numbering approximately nine throughout the "East Region"), the Formula was discussed on numerous occasions. (Viduna Aff., at 2). The Mortgage Production Managers, in turn, discussed the Formula with the MLO's under their supervision. (*Id.*).

64. Upon information and belief, the Formula was disseminated for use to mortgage production managers throughout Regions' entire area of operations. Further, upon information and belief, the Formula is still in use today, and at all other times relevant to this lawsuit.

65. It was known to Defendants' management that the "Formula" significantly underestimated the amount of work hours necessary to perform all the duties Plaintiffs and the other MLO's were required to perform. (Viduna Aff., at pg. 3).

66. Regardless of the accuracy of the Formula relative to the amount of time necessary to meet its requirements, Defendants' upper management did not condone employees reporting overtime or hours worked in excess of 40 hours per week. MLO's were regularly instructed by their supervisors to not report any overtime hours. (Viduna Aff., at pg. 2).

67. Nonetheless, to meet market demand, Plaintiffs and other similarly-situated MLO's produced loans in numbers far exceeding 90 per year while employed by Defendants.

68. According to David Viduna, it was "an open secret, even a 'joke' among the managers that, due to the demands of their work load, loan originators like Sue Ratchford often worked far in excess of 40 hours per week." (Viduna Aff., at 2).

69. Some MLO's, including the Plaintiffs and likely others, produced over 150 loans, some between 200 to 250 loans. Some Plaintiffs produced over 300 loans per calendar year for the Defendants.

70. Therefore, it was well-known to the Defendants, including to the managerial and supervisory staff, as well as other employees throughout Regions, that Plaintiffs and all the MLO's who were producing loans above the expected "90 per year" average, were, according to Defendants' Formula, working far in excess of 40 hours per week without the requisite overtime compensation. (Viduna Aff., at pp. 2-3).

71. For instance, Viduna opined that Plaintiff Ratchford "was physically present in the bank, working, an average of at least fifty (50) to sixty (60) hours per week, at a minimum." (Viduna Aff., at 2). Viduna based this opinion on his own observations, her record of productivity, and conversations with her. (*Id.*).

72. Moreover, MLO's regularly worked overtime just to meet their job requirements. In fact, all of MLO's supervised by David Viduna regularly worked overtime hours during Viduna's term of employment. (Viduna Aff., at 3).

73. Accordingly, district managers such as David Viduna knew that the Formula did not accurately reflect – but rather grossly under-estimated – the

amount of time required to discharge the MLO's' duties. In fact, it was an "open secret" discussed among district managers that MLO's were working substantial amounts of overtime (without compensation) in order to keep up with the work load. (Viduna Aff., at 3).

74. On at least three occasions involving the named Plaintiffs, MLO's turned in overtime hours for pay, and Defendants paid the overtime at one and one-half times the regular rate of pay. Defendants thereby acknowledged that Plaintiffs, and likely other MLOs, were necessarily working substantial overtime to keep up with market demand, but at the same time instructed them to never again turn in overtime hours for pay.

75. Defendants instructed its MLO's to not turn in overtime hours for pay even though it knew that the MLO's were not exempt from overtime pay requirements under FLSA. Defendants knew or should have known that on March 24, 2010, the Department of Labor's Wage and Hour Division issued "Administrator's Interpretation No. 2010-1," which stated, among other things, that employees who perform the typical job duties of a mortgage loan officer, including mortgage loan origination, do not qualify as bona fide administrative employees exempt under 29 U.S.C. § 213(a)(1).

76. As a uniform policy, the Defendants did not compensate Plaintiffs at the rate of one and one-half times their regular rate of pay (as that phrase is defined in the FLSA and 29 C.F.R. §778.120) for hours worked over 40 each week.

77. Defendants knew their discouragement or denial of overtime benefits was improper and concealed such from the Plaintiffs. Therefore, the applicable statutes of limitation in this action should be tolled.

78. Upon information and belief, Defendants still utilize the Formula as it pertains to the workloads of current MLO's.

The Plaintiffs and Others Similarly Situated

79. The named Plaintiffs bring this action as a collective action on behalf of themselves and all other similarly situated current and former employees who consent to representation, pursuant to 29 U.S.C § 216(b).

80. Plaintiffs seek to represent the following similarly situated employees (“the Proposed Class”):

All current and former employees of RFC and Regions Bank who performed the primary job duties of mortgage loan originator, regardless of office location, title, or seniority, at any time from three years prior to the filing of this action or the court-approved notice mailing date; and

who (i) Worked in excess of 40 hours per workweek, as proven by Defendants' own records, or otherwise; and (ii) Were not paid proper overtime compensation required by federal law.

81. Each of the named Plaintiffs consents to participate in this suit and to represent the interests of the Proposed Class. The consents signed by the named Plaintiffs are incorporated herein together as Exhibit 5. The signed consent of other similarly situated individuals to participate in this suit may be filed with the Court from time to time as they "opt-in" to this litigation, pursuant to 29 U.S.C. § 216(b).

82. Plaintiffs are appropriate representatives for current or former employees of Defendants who, for three years prior to the date of this lawsuit, worked in their positions as MLO's (and/or those who performed any other nonexempt functions similar to those that Plaintiffs performed), whose rights were violated because of Defendants' knowing, intentional and willful refusal to pay them the overtime compensation to which they were entitled under the FLSA.

83. Plaintiffs and the members of the Proposed Class were employees engaged in interstate commerce expressly covered by the protections of the FLSA, 29 U.S.C. § 207(a).

84. During all times relevant to this lawsuit, Plaintiffs and the members of the Proposed Class were Defendants' employees within the meaning of the FLSA, 29 U.S.C. § 203(e)(1).

85. During all times relevant to this lawsuit, Plaintiffs and the members of the Proposed Class were non-exempt employees, each of whom worked during the term of their employment over forty (40) hours per week without receiving overtime compensation of one and one-half times their regular rate of pay, subject to the limited exceptions referenced above.

86. During all times relevant to this lawsuit, Defendant Regions Bank (a) asserted control over the day-to-day operations of the locations where Plaintiffs and the members of the Proposed Class were employed; (b) exercised responsibility for the supervision of Plaintiffs and the members of the Proposed Class; (c) had the ability to hire, fire, or modify the employment conditions Plaintiffs and the members of the Proposed Class; and (d) decided not to pay proper overtime compensation to Plaintiffs and the members of the Proposed Class. Therefore Regions Bank has acted as the employer of Plaintiffs and the members of the Proposed Class for purposes of the FLSA, 29 U.S.C. § 203(d).

87. During all times relevant to this lawsuit, Defendant RFC, among other things, (a) asserted control over the day-to-day operations of Defendant Regions Bank at the locations where Plaintiffs and the members of the Proposed Class were employed; and (b) had direct or indirect control over the compensation of Plaintiffs and the members of the Proposed Class. Therefore RFC has acted as the employer of Plaintiffs and members of the Proposed Class for purposes of the FLSA, 29 U.S.C. § 203(d).

88. Further, neither employer is exempt from the overtime obligations of an “employer” under the FLSA, 29 U.S.C. § 201 et seq.

89. During the terms of employment of Plaintiffs and the members of the Proposed Class, Defendants knowingly, intentionally, and willfully violated the FLSA by failing and refusing to pay them the overtime compensation to which they were entitled (subject to the limited exceptions noted above), even though Defendants expected, required, and allowed Plaintiffs, and others similarly situated, to work overtime.

90. Plaintiffs and the members of the Proposed Class were forced to work overtime hours, but instructed not to turn in or otherwise document any overtime hours in Defendants’ payroll systems. This was true even when Plaintiffs and the

members of the Proposed Class originated and closed loans in excess of the Formula.

91. For more than three years prior to date of the lawsuit, Defendants knowingly, intentionally and willfully violated the FLSA by failing to pay persons similarly situated to Plaintiffs the overtime compensation to which they were entitled. Defendants were at all times aware that all the named Plaintiffs, and other members of the Proposed Class, were working in excess of 40 hours per week, but were not paid for their overtime hours.

92. The pattern and practice of Defendants' failure and refusal to pay earned overtime compensation to the Plaintiffs, and to all similarly situated employees, was widespread throughout the company, was well known to management, and was communicated by management to employees, including Plaintiffs, and likely others similarly situated. (*See* D. Viduna Affidavit, at pg. 2-3). Although they were required and expected by Defendants to work overtime, the Plaintiffs and other similarly situated employees throughout Regions were instructed never to turn in for pay or document overtime hours in Defendants' payroll systems. (D.Viduna Affidavit, at 2-3).

93. Further, Defendants knew their discouragement or denial of the overtime compensation earned by Plaintiffs and the members of the Proposed Class was improper, and Defendants concealed such from the Plaintiffs such that the applicable statutes of limitation in this action are tolled.

94. Defendants are in exclusive possession of the names, addresses, and employment records of the members of the Proposed Class.

95. Plaintiffs, on behalf of themselves and the Proposed Class, seek the recovery of unpaid overtime wages, liquidated damages, pre-judgment and post-judgment interest, and reasonable expenses of litigation and attorney's fees.

96. Pursuant to 29 U.S.C § 216(b) of the FLSA, the members of the Proposed Class are entitled to court-administered notice of this lawsuit in order that they may elect to join the Plaintiffs in prosecution of this action. Further, at a minimum, the Court should toll the statute of limitations from the time of the filing of this lawsuit or the time the Court-ordered notice is issued to the time that other individuals opt-in to the Class, or for some other reasonable period of time.

97. The proposed Class of current and former employees of Defendants as described above is so numerous that joinder of all members is impracticable.

98. There are questions of the law and fact common to the members of the Proposed Class, including, but not limited to:

(A) Whether Plaintiffs and members of the Proposed Class were entitled to receive overtime compensation for hours worked in excess of 40 hours per workweek;

(B) Whether Defendants engaged in a pattern or practice of failing to provide true and correct wage statements itemizing all wages earned and all deductions from wages for Plaintiffs and the members of the Proposed Class;

(C) Whether Defendants engaged in a pattern or practice of discouraging or forbidding Plaintiffs and members of the Proposed Class from submitting overtime hours worked for compensation;

(D) Whether Defendants engaged in a pattern or practice of requiring, expecting and permitting Plaintiffs and the members of the Proposed Class to work without payment at the applicable overtime rates for all time in excess of forty (40) hours per week;

(E) Whether Defendants knowingly, intentionally and willfully failed to pay Plaintiffs and the members of the Proposed Class at the legally required

overtime rates for all work the Defendants expected, required and permitted them to perform.

99. Plaintiffs' claims encompass the challenged practices and course of conduct of Defendants. The legal issues raised in this action apply equally to Plaintiffs and the members of the Proposed Class.

100. The prosecution of separate actions by individual members of the proposed Class would create a risk of inconsistencies or varying adjudication with respect to individual members of the class, which would establish incompatible standards of conduct for the Defendants.

101. The prosecution of separate actions by individual members of the class would create a risk of adjudication with respect to individual members of the class that would, as a practical matter, be dispositive of the interests of other members not parties to the adjudication, or would substantially impair their ability to protect their interests.

COUNT

Violation of Fair Labor Standards Act

(On Behalf of the Plaintiffs and All Those Similarly Situated)

102. Plaintiffs re-allege the proceeding paragraphs above and incorporate herein them by reference as if fully set forth here.

103. Plaintiffs, and other employees similarly situated, worked significantly more than forty (40) hours per week on a regular basis during the relevant time periods. Nonetheless, during all of their respective terms of employment, Plaintiffs and other employees similarly situated did not receive overtime compensation at one and one-half times their regular rate of pay (with the nominal exceptions described above) from Defendants, in violation of the FLSA, 29 U.S.C. §207.

104. By engaging in the above-described conduct, Defendants knowingly, intentionally, and willfully violated the FLSA with respect to Plaintiffs and to other employees similarly situated. Defendants did not have any good faith basis for believing that their failure and refusal to pay overtime compensation to Plaintiffs and other employees similarly situated was in compliance with the FLSA.

105. Defendants communicated to Plaintiffs, and to other similarly situated employees, the expectation that they work in excess of forty (40) hours per week. However, at the same time, Defendants instructed, through management, the

Plaintiffs and other similarly situated employees, not to turn in their overtime hours for pay.

106. As a direct and proximate result of the above-described conduct, Plaintiffs and those employees who are similarly situated to Plaintiffs have lost significant wages.

107. Defendants are in possession of records showing the amount of overtime that the Plaintiffs and other employees similarly situated worked. At a minimum, Defendants are in possession of records showing the amount of loans that the Plaintiffs and other employees similarly situated originated and closed during the time period relevant to this case.

108. Alternatively, Defendants' failure to make, keep, or preserve records of hours worked by the Plaintiffs and other employees similarly situated constitutes a violation of 29 U.S.C. §211(c).

109. Said violations give rise to a claim for relief under the FLSA, for Plaintiffs and those employees who are similarly situated for :

- (A) Unpaid overtime compensation accrued during the liability period;
- (B) Liquidated damages in an amount equal to the unpaid compensation;

(C) Pre- and post-judgment interest; and

(D) Reasonable attorney fees and expenses of litigation, pursuant to 29 U.S.C § 216.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray that this Court do the following:

(A) Certify this as a collective action pursuant to 29 U.S.C § 216, and to provide direct notice to all eligible Class Members, including individual notice to all members who can be identified by reasonable effort on part of the Defendants;

(B) Require Defendants to pay Plaintiffs and all eligible members of the Class, who elect to participate in this action by filing proper written notice with the Court, damages for lost overtime compensation accrued during the liability period, calculated at one and one-half times the proper rate that Plaintiffs and such Class members would have received but for the Defendants' unlawful conduct;

(C) Require Defendants to pay each of the Plaintiffs, and all eligible members of the Class who have elected to opt-in, liquidated damages as provided for under the FLSA;

(D) Award Plaintiffs and all eligible members of the Class pre- and-post-judgment interest;

(E) Award Plaintiffs and all eligible members of the Class their reasonable attorneys' fees, costs and expenses of this lawsuit;

(F) Permit a trial by jury on all issues so triable; and

(G) Provide such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs herein demand a jury trial on all claims for which they have a right to a jury.

This 22nd day of May, 2017.

[signatures on following page]

BARNES LAW GROUP, LLC

/s/ Roy E. Barnes
Roy E. Barnes
Ga Bar No. 039000
J. Cameron Tribble
Ga Bar No. 754759
31 Atlanta Street
Marietta, Ga. 30060
Phone: 770-227-6375
Fax: 770-227-6373
roy@barneslawgroup.com
ctribble@barneslawgroup.com

**R. LESLIE WAYCASTER, JR
P.C.**

/s/ R. Leslie Waycaster, Jr.
R. Leslie Waycaster, Jr.
Ga. Bar No. 742500
Timothy H. Allred
Ga. Bar No. 013195
130 W. King Street
Dalton, GA 30720
Phone: 706-226-0100
leslie@waycaster-law.com
tim@waycaster-law.com

Attorneys for Plaintiffs

Exhibit 1

State of Georgia
County of Union

Affidavit of David Viduna

Personally, appeared before the undersigned officer duly authorized to administer oaths, DAVID VIDUNA, who states under oath the following:

My name is David Viduna. I make this affidavit based on my own personal knowledge and I am competent to do so. For 12 years, I was employed as a Mortgage production manager with Regions Bank. My last area of responsibility covered the Northwest Georgia region. I worked out of multiple offices over the last ten years, the last being the Jasper GA Regions Bank location. My responsibility required me to periodically visit all Regions Bank locations in Northwest Georgia. I retired from Regions Bank November 2014.

Education and Background

My educational background consists of a degree in Business from the University of Tennessee. My mortgage banking work history prior to going to work for Regions Bank started in 1983 working for numerous institutions. I came to work for Regions in the position of Sales Manager in 2002, and over the years that title and responsibilities changed to VP Production Manager of the Northwest Ga Market. Before retiring from my position as mortgage production manager with Regions Bank in 2014, I had 10 employees under my direct supervision, including mortgage loan originators (7-MLO) and mortgage loan coordinators (3-MLC). I was one of 9 Productions managers making up the East region and was responsible for 18 Regions Bank offices thru out 6 counties of NW Georgia.

My primary responsibility was managing and directing a team of Mortgage loan originators that over time ranged from 6 to 10 including Sue Ratchford and Gina Nuckolls to name two. I was the immediate supervisor for all Loan originators and Mortgage loan coordinators in the Northwest Ga Market which comprised from 8 to 14 employees total in different years, that total being 10 total when I retired in 2014, 7 of which were loan originators on my team when I retired. In general, the loan originators reported to the Production Managers, who reported to the East Region Area Manager (Debra Douglas), who in turn reported to the Regional Manager Steve Picket who then reported to Bob Cabrera Senior Vice President of Mortgage Sales.

During my whole 12-year tenure with Regions, my immediate supervisor was Debra Douglas, a Area manager. In general, the loan originators reported to the Production Managers, who reported to the Area Manager (Debra Douglas), who in turn reported to Steve Picket Regional Manager who then reported to Bob Cabrera Senior Vice President of Mortgage Sales.

Duties of a "Loan Originator", or "loan officer": was to support Regions Bank Branches educating and representing the Mortgage division as well as outside sales to Realtors, Attorneys, builders or the general public with the mission to secure Mortgage loan applications. The

Originators were also responsible for proper documentation, processing and compliance of all loan applications.

At some point during my tenure with Regions (at least 3 years ago), Debra Douglas passed on to us as production managers a "formula" regarding the expected work hours of loan originators. Every Tuesday afternoon, I, along with all East region production managers (approx. 9) participated in a conference call with our immediate boss, Debra Douglas, who was area manager over the East region. After our conference call on Tuesday mornings with Debra Douglas, production managers were instructed to convey necessary information to our staff on each team scheduled sales calls.

The "formula" was communicated to us managers by Debra Douglas in periodic conference calls. To my knowledge, I do not know if it was created by Debra Douglas, or if it had been created by someone in Regions' upper management above Ms. Douglas. According to this "formula", upper management at Regions had determined that loan originators (loan officers), such as Sue Ratchford, should be able to process and close seven (7) to eight (8) loans per month while working no more than 40 hours in a week. Regions "upper management" did not encourage overtime, and did not condone employees "turning in", or reporting, overtime, or hours worked in excess of 40 hours per week. All employees knew this, and they were regularly reminded by managers and supervisors not to turn in to payroll any overtime hours.

While, to my knowledge, the "formula" was never conveyed to us production managers in any written form, it was conveyed to us verbally by Debra Douglas on more than one occasion. Debra Douglas (and Regions' upper management) made it clear that loan originators were not supposed to work overtime hours, above 40-hours per week. This "formula" set forth the company's expectation that loan originators could consistently generate seven (7) to eight (8) loans per month, while working no more than 40-hours per week.

I worked on a daily basis in close contact, and as her immediate supervisor, with Sue Ratchford, a loan originator on my team. While Sue worked for me over the past 8 years, I observed her consistently present at the bank working ten (10) to twelve (12) hours a day, five days per week, and often working through her lunch break. Therefore, in my opinion she was physically present in the bank, working, an average of at least fifty (50) to sixty (60) hours per week, at a minimum. Although I did not personally observe her working away from the bank at night, on the weekends, and during holidays, I am aware from conversations with her, and from her record of loan productivity, that she also worked substantial additional hours during those times.

I, along with the other production managers, were well aware of Regions' "formula" that determined loan originators could work 40-hours a week and generate seven (7) to eight (8) loans per month, or approximately ninety (90) to ninety-five (95) loans per year.

It was an open secret, even a "joke" among the managers, that, due to the demands of their workload, loan originators like Sue Ratchford often worked far in excess of 40 hours per week. This fact was particularly obvious due to results that Mrs. Ratchford's production was

often twice to more than three times the volume a year more than that of a average Mortgage Loan Officer over the period she was under my supervision.

To my knowledge, Sue Ratchford was never paid any overtime, except on one occasion, when she turned in some overtime hours during a pay period. When she turned in overtime on that one occasion, she was promptly paid the overtime without further question. I reminded her not to turn in any further overtime hours. I did not tell her not to work overtime. I simply told her not to include overtime hours in the time records she turned in.

Sue Ratchford was not the only one of my loan originators who frequently, or regularly, worked overtime. Due in part to inefficiencies of the mortgage processing support my loan officers received from our operations center in Gainesville Ga, successful loan officers often and regularly were required to work overtime in order to meet their required job requirements of the Bank and Sales quotas. It's fair to say that all my Loan Officers regularly worked overtime hours in order to meet customer needs during the years 2006 – 2014 when I retired.

The 40-hour per week "formula" was often the subject of conversation among the district managers. We were all aware of the "formula", and we were of the opinion that the "formula" did not accurately reflect the amount of work, or the many variables required to originate, process and close loans. It was my opinion that the "formula" grossly under-estimated the amount of time and work required to effectively do the job of loan originator. Based upon my conversations with other district managers they had the same opinion about the "formula."

It was well known to me, and other district managers, that, like several of my own loan originators, many loan originators under the supervision of other district managers were all working considerable amounts of overtime for which they were not being paid. Myself and other managers at my level were aware that upper management did not want to pay overtime, and did not encourage anyone to turn in overtime hours. However, among the loan originators themselves, and their district managers, including me, it was an open secret that the originators were working substantial amounts of uncompensated overtime in order to simply keep up with the requirements of their work load.

The loan originators were paid on a "monthly draw" basis which would require them to originate, process and close a certain number of loans per month to cover their "draw". commissions on loans produced above the quota amount. Loan Officers are essentially 100% commissioned employees, the draw provided each month was subtracted from that months closed loan production results with the excess paid to the Loan Officer or the deficit being carried over to the next month as a balance due against future closed production.

Gradually over a period of time, because Sue Ratchford's productivity was significantly higher than the other loan originators, her base draw compensation was increased, so that she had a significantly higher "draw" each month. This change in her draw standard was initiated and accomplished by her Previous Manager Shawna Bryant prior to Sue Ratchford reporting to me in 2006. However, the basis for her pay, as well as that of the other loan originators, was still the same monthly draw applied against earned commissions. Sue Ratchford was paid in the same manner as the other loan originators, albeit at a higher draw rate because of her greater historical productivity.

Regions expected loan officers to spend whatever time was necessary to satisfy all customer service needs. Among other things, loan originators were required to perform other general banking business, such as greeting and waiting on walk-in customers at the bank, and other similar tasks that are not considered in the "formula". Loan originators were ranked in four or five different areas, not only in their production, but in their customer service, including the number of referrals they gave to the bank for checking accounts. Loan officers were expected by Regions to refer business to the bank, but they were not compensated for the time required to do this or other similar duties. The time and effort required to do these things was not considered in the formula.

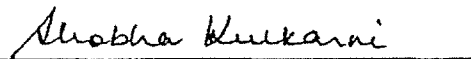
As stated earlier, every Tuesday morning, I, along with approximately 9 other Production managers participated in a conference call with our immediate boss, Debra Douglas, who is was the manager over our East region. After our conference call on Tuesday afternoons with Debra Douglas, all Production Managers would conduct sales meetings by conference call with our employees (loan originators) on scheduled weekly timetables. I conducted my sales Calls every Monday at 10:00 am, all Sales employees under my supervision for the Northwest Ga Production office. In these conference calls with the loan originators, I would remind them of Regions policy against overtime pay. I brought the subject of overtime pay on several occasions, just as it had been brought up to me several times by Debra Douglas with me.

Further this affiant sayeth not.



David Viduna

Sworn to and subscribed
before me this 1st day of DECEMBER 2016.



Notary Public

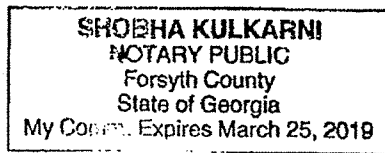


Exhibit 2

TOLLING AGREEMENT

This Agreement is made by and between Regions Bank ("Regions") and Sue Ratchford ("Plaintiff").

WHEREAS Plaintiff was an employee of Regions and has threatened to file suit in Federal District Court (the "Action") bringing claims on behalf of herself under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. ("FLSA");

WHEREAS counsel for Plaintiff sent Regions a letter dated May 20, 2016, setting forth Plaintiff's allegations under the FLSA, providing certain information, proposing settlement discussions, and informing Regions that a Complaint for violation of the FLSA would be filed in Federal Court on June 20, 2016 if the case could not be settled;

WHEREAS counsel for Plaintiff and Regions on June 20, 2016 discussed possible settlement of the proposed Action and have agreed that further discussions are warranted;

NOW THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Plaintiff and Regions hereby agree as follows:

1. Calculation of Damages. Any and all damages awarded to Plaintiff under the FLSA, including but not limited to actual and liquidated damages, shall be calculated as if the Complaint had been filed by the Plaintiff on June 20, 2016. No statute of limitations on any claim under the FLSA shall run against Plaintiff, and the same shall be tolled during the period of time this Agreement is in effect (the "Tolling Period"), and neither party shall put forward or rely upon the period of time while this Agreement is in effect as a bar, estoppel, laches, waiver, or for any other purpose, to defeat such a claim or to reduce the amount of damages that Plaintiff would otherwise have been entitled to had the Complaint been filed commencing the Action on June 20, 2016. This paragraph does not apply to claims made to enforce this Agreement. Nothing contained in this Agreement shall be deemed as an admission by any party with respect to any allegations or claims.

2. Tolling of Statute of Limitation. It is the intent of the parties that Plaintiff be put in the same position she would have been in had the Complaint been filed on June 20, 2016, with all legal rights, remedies and entitlements to damages, expenses and attorney fees allowed under the FLSA to which she would have been entitled. Regardless of when any Complaint is filed commencing an FLSA Action, Regions will not assert as a defense, affirmative defense or as an issue on appeal that any filing deadline or statute of limitation expired during the Tolling Period, or that Plaintiff lost any damages she might have otherwise recovered by entering this Tolling Agreement instead of filing the Complaint on June 20, 2016.

3. Duration. This Agreement is effective as of June 20, 2016 and shall terminate August 1, 2016, unless the parties agree otherwise in writing prior to August 1, 2016.

4. Use of Agreement. During the term of this Agreement, Plaintiff shall refrain and forebear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against Regions raising FLSA claims.

5. Modification. This Agreement can be modified only in a writing signed by the parties. This Agreement shall constitute the entire understanding between the parties concerning the subject matter of this Agreement and supersedes and replaces all prior negotiations, proposed agreements, and agreements, written or oral, relating to this subject.

5. Successors. This Agreement shall bind and benefit each of the parties and their respective successors and assigns.

6. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia and the United States of America.

7. Execution of Counterparts. Separate counterparts of this Agreement may be executed by the parties with the same force and effect as if all such parties had executed a single copy of this Agreement.

8. Authority to Bind. Each Counsel executing this Agreement represents and warrants that s/he has been authorized to enter into this Agreement on behalf of the party on whose behalf s/he signed and that the signatory has full and complete authority to do so.

9. Notices. Any notice, request, instructions, information or other document to be provided hereunder by either party to the other shall be in writing and delivered personally or mailed by certified mail, postage prepaid, return receipt requested (such personally delivered or mailed notice to be effective on the date actually received) or by electronic means as follows:

If to Plaintiff or Claimants, address to:

R. Leslie Waycaster, Esq.
Timothy H. Allred, Esq.
130 W. King St.
P.O. Box 628
Dalton, GA 30722
leslie@waycaster-law.com
tim@waycaster-law.com

If to Regions Bank, address to:

Cinda R. York, Esq.
Employment Counsel
Sr. Vice President
Regions Bank
1900 Fifth Ave. North, 22nd Floor
Birmingham, AL 35203
cinda.york@regions.com

Dated: 6/27/2016

Plaintiff

By: 

Counsel

Dated: 24 June 2016

Regions Bank

By: 

Counsel

SUP- Employment Counsel

TOLLING AGREEMENT- EXTENSION

This Agreement is made by and between **Regions Bank** ("Regions") and **Sue Ratchford** ("Plaintiff").

WHEREAS Plaintiff was an employee of Regions and has threatened to file suit in Federal District Court (the "Action") bringing claims on behalf of herself under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. ("FLSA");

WHEREAS counsel for Plaintiff has advised Regions of Plaintiff's allegations under the FLSA, has proposed settlement discussions, and informed Regions that a Complaint for violations of the FLSA would be filed in Federal Court on June 20, 2016 if the case could not be settled;

WHEREAS counsel for Plaintiff and Regions agreed that further discussions are warranted;

NOW THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Plaintiff and Regions hereby agree as follows:

1. Calculation of Damages. Any and all damages awarded to Plaintiff under the FLSA, including but not limited to actual and liquidated damages, shall be calculated as if the Complaint had been filed by the Plaintiff on June 20, 2016. No statute of limitations on any claim under the FLSA shall run against Plaintiff, and the same shall be tolled during the period of time this Agreement is in effect (the "Tolling Period"), and neither party shall put forward or rely upon the period of time while this Agreement is in effect as a bar, estoppel, laches, waiver, or for any other purpose, to defeat such a claim or to reduce the amount of damages that Plaintiff would otherwise have been entitled to had the Complaint been filed commencing the Action on June 20, 2016. This paragraph does not apply to claims made to enforce this Agreement. Nothing contained in this Agreement shall be deemed an admission by any party with respect to any allegations or claims.

2. Tolling of Statute of Limitation. It is the intent of the parties that Plaintiff be put in the same position she would have been had the Complaint been filed on June 20, 2016, with all legal rights, remedies and entitlements to damages, expenses and attorney fees allowed under the FLSA to which she would have been entitled. Regardless of when any Complaint is filed commencing an FLSA Action, Regions will not assert as a defense, affirmative defense or as an issue on appeal that any filing deadline or statute of limitation expired during the Tolling Period, or that Plaintiff lost any damages she might have otherwise recovered by entering this Tolling Agreement instead of filing the Complaint on June 20, 2016.
3. Duration. This Agreement is an extension of a previous Tolling Agreement for Sue Ratchford's claim and shall be deemed effective as of the date of the original agreement, June 20, 2016, and shall continue in effect until 30 days after either party gives notice to the other of intent to terminate.
4. Use of Agreement. During the term of this Agreement, Plaintiff shall refrain and forebear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against Regions raising FLSA claims.
5. Modification . This Agreement can be modified only in a writing signed by the parties. This Agreement shall constitute the entire understanding between the parties concerning the subject matter of this Agreement and supersedes and replaces all prior negotiations , proposed agreements, and agreements, written or oral, relating to this subject.
6. Successors. This Agreement shall bind and benefit each of the parties and their respective successors and assigns.
7. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance, with the laws of the State of Georgia and the United States of America.

8. Execution of Counterparts. Separate counterparts of this Agreement may be executed by the parties with the same force and effect as if all such parties had executed a single copy of this Agreement.

9. Authority to Bind. Each Counsel executing this Agreement represents and warrants that s/he has been authorized to enter into this Agreement on behalf of the party on whose behalf s/he signed and that the signatory has full and complete authority to do so.

10. Notices. Any notice, request, instructions, information or other document to be provided hereunder by either party to the other shall be in writing and delivered personally or mailed by certified mail, postage prepaid, return receipt requested (such personally delivered or mailed notice to be effective on the date actually received) or by electronic means as follows:

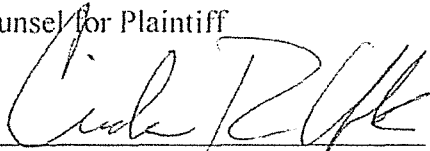
If to Plaintiff or Claimants, address to:

R. Leslie Waycaster, Esq.
Timothy H. Allred, Esq.
130 W. King St.
P.O. Box 628
Dalton, GA 30722
leslie@waycaster-law.com
tim@waycaster-law.com

If to Regions Bank, address to:

Cinda R. York, Esq.
Employment Counsel
Sr. Vice President
Regions Bank
1900 Fifth Ave. North, 22nd Floor
Birmingham, AL 35203
cinda.york@regions.com

Counsel for Plaintiff



Counsel for Regions

SUP-Employment
Counsel

Date

12 Aug 2016

Date

Exhibit 3

Ruth Green

From: tim@waycaster-law.com
Sent: Thursday, April 20, 2017 10:33 AM
To: Cinda R. York; Leslie Waycaster; Ruth Monroig-Flores
Subject: Tolling Agreements for Sue Ratchford and Gina Nuckolls

Cinda R. York, Esq. Via: Email
(cinda.york@regions.com) and Certified Mail, Return Receipt Requested
Employment Counsel
Sr. Vice President Regions Bank
1900 Fifth Ave. North, 22nd Floor
Birmingham , AL 35203
Re: Tolling Agreements for Sue Ratchford and Gina Nuckolls

Dear Ms. York:

Pursuant to the terms of the Agreements, this letter will serve as notice of intent to terminate the Tolling Agreements dated August 15, 2016 (signed by you on Aug. 12, 2016 and by me on Aug. 15, 2016) between Sue Ratchford and Gina Nuckolls, respectively, and Regions Bank.

Thank you,

Sincerely,

Timothy Allred
Attorney for Sue Ratchford and Gina Nuckolls
copy: S. Ratchford, G. Nuckolls

WAYCASTER AND ALLRED
ATTORNEYS AT LAW

130 W. KING STREET
DALTON, GA 30720-4220
Mailing Address: P.O. BOX 628, DALTON, GA 30722
TELEPHONE (706) 226-0100
FAX (706) 275-6167

R. Leslie Waycaster, Jr. *
leslie@waycaster-law.com

Timothy H. Allred, PC
tim@waycaster-law.com

*Also Registered
Mediator & Arbitrator

April 20, 2017

Cinda R. York, Esq.
Employment Counsel
Sr. Vice President Regions Bank
1900 Fifth Ave. North, 22nd Floor
Birmingham, AL 35203

Via E-mail and Certified Mail/Return Receipt Requested

Re: Tolling Agreements for Sue Ratchford and Gina Nuckolls

Dear Ms. York:

Pursuant to the terms of the Agreements, this letter will serve as notice of intent to terminate the Tolling Agreements dated August 15, 2016 (signed by you on Aug. 12, 2016 and by me on Aug. 15, 2016) between Sue Ratchford and Gina Nuckolls, respectively, and Regions Bank. Thank you.

Sincerely,

 **COPY**

Timothy Allred
Attorney for Sue Ratchford and Gina Nuckolls

copy: S. Ratchford, G. Nuckolls

05/17/2017 11:23 706-275-6167

DALTON
100 S THORNTON AVE
DALTON
GA
30720-9998
1223210720
04/20/2017 (800)275-8777 12:22 PM

Product Description	Sale Qty	Final Price
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First-Class Mail	1	\$0.49
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Domestic
(BIRMINGHAM, AL 35203)
(Weight: 0 Lb 0.50 Oz)
(Expected Delivery Day)
(Saturday 04/22/2017)

Certified Mail	1	\$3.35
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(@USPS Certified Mail #)
(70123460000112016411)

Return Receipt	1	\$2.75
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(@USPS Return Receipt #)
(9590940303115155535247)

Total \$6.59

Shipping Charge \$10.00 (\$3.41)

Text your tracking number to 28777 (USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit USPS.com PS Tracking or call 1-800-222-1811.

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Thank you for your business

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TELL US ABOUT YOUR RECENT POSTAL EXPERIENCE

Go to:
<https://postalexperience.com/Pos>

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Cinda R. York, Esq.
1900 FIFTH AVE. N. 22ND FLOOR
BIRMINGHAM, AL 35203



9590 9403 0311 5155 5352 47
RE: RATCHFORD CASE

2. Article Number (Transfer from service label)
7012 3460 0001 1201 6411

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *H Green* Ac Ac
B. Received by (Printed Name) C. Date of Delivery
Date of Delivery: 4/24

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below: Yes No

3. Service Type
- | | |
|--|---|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail |
| <input checked="" type="checkbox"/> Certified Mail | <input type="checkbox"/> Registered Mail Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input checked="" type="checkbox"/> Return Receipt Merchandise |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Restricted Delivery | |

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BIRMINGHAM, AL 35203

OFFICIAL USE

Postage	\$3.35	0720
Certified Fee	\$2.75	10
Return Receipt Fee (Endorsement Required)	\$0.00	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$0.59	
Total Postage & Fees	\$6.59	04/20/2017

Sept 10
Cinda R. York, Esq
Street, Apt. No., or PO Box No. 1900 FIFTH AVE N. 22ND FLOOR
City, State, ZIP+4
BIRMINGHAM AL 35203

PS Form 3800, August 2008 See Reverse for Instructions

Exhibit 4

TOLLING AGREEMENT

This Agreement is made by and between **Regions Bank** ("Regions") and **Gina L. Nuckolls** ("Plaintiff").

WHEREAS Plaintiff was an employee of Regions and has threatened to file suit in Federal District Court (the "Action") bringing claims on behalf of herself under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. ("FLSA");

WHEREAS counsel for Plaintiff has advised Regions of Plaintiff's allegations under the FLSA, has proposed settlement discussions, and informed Regions that a Complaint for violations of the FLSA will be filed in Federal Court on August 8, 2016 if the case cannot be settled;

WHEREAS counsel for Plaintiff and Regions have agreed that further discussions are warranted;

NOW THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, Plaintiff and Regions hereby agree as follows:

1. Calculation of Damages. Any and all damages awarded to Plaintiff under the FLSA, including but not limited to actual and liquidated damages, shall be calculated as if the Complaint had been filed by the Plaintiff on August 8, 2016. No statute of limitations on any claim under the FLSA shall run against Plaintiff, and the same shall be tolled during the period of time this Agreement is in effect (the "Tolling Period"), and neither party shall put forward or rely upon the period of time while this Agreement is in effect as a bar, estoppel, laches, waiver, or for any other purpose, to defeat such a claim or to reduce the amount of damages that Plaintiff would otherwise have been entitled to had the Complaint been filed commencing the Action on August 8, 2016. This paragraph does not apply to claims made to enforce this Agreement. Nothing contained in this Agreement shall be deemed an admission by any party with respect to any allegations or claims.

2. Tolling of Statute of Limitation. It is the intent of the parties that Plaintiff be put in the same position she would have been had the Complaint been filed on August 8, 2016, with all legal rights, remedies and entitlements to damages, expenses and attorney fees allowed under the FLSA to which she would have been entitled. Regardless of when any Complaint is filed commencing an FLSA Action, Regions will not assert as a defense, affirmative defense or as an issue on appeal that any filing deadline or statute of limitation expired during the Tolling Period, or that Plaintiff lost any damages she might have otherwise recovered by entering this Tolling Agreement instead of filing the Complaint on August 8, 2016.

3. No Effect prior to August 8, 2016. Nothing in this Agreement waives, releases or changes any defense or argument Regions has to Plaintiff's claims as they exist prior to August 8, 2016.

4. Duration. This Agreement is effective as of August 8, 2016 and shall continue in effect until 30 days after either party gives notice to the other of intent to terminate.

5. Use of Agreement. During the term of this Agreement, Plaintiff shall refrain and forebear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against Regions raising FLSA claims.

6. Modification. This Agreement can be modified only in a writing signed by the parties. This Agreement shall constitute the entire understanding between the parties concerning the subject matter of this Agreement and supersedes and replaces all prior negotiations, proposed agreements, and agreements, written or oral, relating to this subject.

7. Successors. This Agreement shall bind and benefit each of the parties and their respective successor and assigns.

8. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia and the United States of America.

9. Execution of Counterparts. Separate counterparts of this Agreement may be executed by the parties with the same force and effect as if all such parties had executed a single copy of this Agreement.

10. Authority to Bind. Each Counsel executing this Agreement represents and warrants that s/he has been authorized to enter into this Agreement on behalf of the party on whose behalf s/he signed and that the signatory has full and complete authority to do so.

11. Notices. Any notice, request, instructions, information or other document to be provided hereunder by either party to the other shall be in writing and delivered personally or mailed by certified mail, postage prepaid, return receipt requested (such personally delivered or mailed notice to be effective on the date actually received) or by electronic means as follows:

If to Plaintiff or Claimants, address to:

R. Leslie Waycaster, Esq.
Timothy H. Allred, Esq.
130 W. King St.
P.O. Box 628
Dalton, GA 30722
leslie@waycaster-law.com
tim@waycaster-law.com

If to Regions Bank, address to:

Cinda R. York, Esq.
Employment Counsel
Sr. Vice President
Regions Bank
1900 Fifth Ave. North, 22nd Floor
Birmingham, AL 35203
cinda.york@regions.com

Counsel for Plaintiff



Counsel for Regions

SUP Employment
Counsel

Date

12 Aug 2016

Exhibit 5

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
GAINESVILLE DIVISION**

SUE RATCHFORD, KAY MITCHELL,) GINA NUCKOLLS, COURTNEY) ROBERSON and PATTY BECKNELL,) on behalf of themselves and of all others) similarly-situated who consent to) representation,) Plaintiffs) v.) REGIONS FINANCIAL CORPORATION,) REGIONS BANK, a subsidiary of) REGIONS FINANCIAL CORPORATION) Defendants)	CIVIL ACTION NO.: <hr style="width: 80%; margin: 10px auto;"/> FAIR LABOR STANDARDS ACT, COLLECTIVE ACTION PURSUANT to 29 U.S.C. sec. 216(b) JURY TRIAL DEMANDED
--	--

CONSENT TO JOIN COLLECTIVE ACTION

1. I certify that I am a current or former employee of Defendant and during my employment was not paid in accordance with the Fair Labor Standards Act (“FLSA”) for all hours worked over forty (40) in a work week.

2. I hereby consent to be a plaintiff in this FLSA case. I consent to the bringing of any claims I may have under the FLSA for any unpaid overtime compensation, liquidated damages, attorney’s fees, costs and other relief against defendant during the period I worked as an employee of the defendant in the

above-captioned lawsuit.

3. I understand that this lawsuit is being brought as a collective action pursuant to the Fair Labor Standards Act of 1938, as amended 29 U.S.C. §201 et seq. I agree to be bound by any adjudication of this Court. I further agree to be bound by any collective action settlement herein approved by my attorney and approved by this Court as fair, adequate, and reasonable.

4. If this case does not proceed collectively, then I also consent to join any subsequent action to assert these claims against defendant.

5. I hereby designate the firm of **Waycaster & Allred and The Barnes Law Group, LLC**, to represent me in this action.

This 13 day of April, 2017.


SUE RATCHFORD

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
GAINESVILLE DIVISION**

SUE RATCHFORD, KAY MITCHELL,)	
GINA NUCKOLLS, COURTNEY	)	CIVIL ACTION NO.:
ROBERSON and PATTY BECKNELL,)	_____
on behalf of themselves and of all others)	
similarly-situated who consent to)	
representation,	)	FAIR LABOR STANDARDS
Plaintiffs	)	ACT, COLLECTIVE ACTION
	)	PURSUANT to 29 U.S.C. sec.
v.	)	216(b)
)	
REGIONS FINANCIAL CORPORATION,)	
REGIONS BANK, a subsidiary of)	
REGIONS FINANCIAL CORPORATION	)	JURY TRIAL DEMANDED
Defendants)	

CONSENT TO JOIN COLLECTIVE ACTION

1. I certify that I am a current or former employee of Defendant and during my employment was not paid in accordance with the Fair Labor Standards Act (“FLSA”) for all hours worked over forty (40) in a work week.
2. I hereby consent to be a plaintiff in this FLSA case. I consent to the bringing of any claims I may have under the FLSA for any unpaid overtime compensation, liquidated damages, attorney’s fees, costs and other relief against defendant during the period I worked as an employee of the defendant in the

above-captioned lawsuit.

3. I understand that this lawsuit is being brought as a collective action pursuant to the Fair Labor Standards Act of 1938, as amended 29 U.S.C. §201 et seq. I agree to be bound by any adjudication of this Court. I further agree to be bound by any collective action settlement herein approved by my attorney and approved by this Court as fair, adequate, and reasonable.

4. If this case does not proceed collectively, then I also consent to join any subsequent action to assert these claims against defendant.

5. I hereby designate the firm of **Waycaster & Allred and The Barnes Law Group, LLC**, to represent me in this action.

This 13 day of April, 2017.


GINA NUCKOLLS

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
GAINESVILLE DIVISION**

SUE RATCHFORD, KAY MITCHELL,) GINA NUCKOLLS, COURTNEY) ROBERSON and PATTY BECKNELL,) on behalf of themselves and of all others) similarly-situated who consent to) representation,) Plaintiffs) v.) REGIONS FINANCIAL CORPORATION,) REGIONS BANK, a subsidiary of) REGIONS FINANCIAL CORPORATION) Defendants)	CIVIL ACTION NO.: <hr style="width: 80%; margin: 10px auto;"/> FAIR LABOR STANDARDS ACT, COLLECTIVE ACTION PURSUANT to 29 U.S.C. sec. 216(b)
	JURY TRIAL DEMANDED

CONSENT TO JOIN COLLECTIVE ACTION

1. I certify that I am a current or former employee of Defendant and during my employment was not paid in accordance with the Fair Labor Standards Act (“FLSA”) for all hours worked over forty (40) in a work week.

2. I hereby consent to be a plaintiff in this FLSA case. I consent to the bringing of any claims I may have under the FLSA for any unpaid overtime compensation, liquidated damages, attorney’s fees, costs and other relief against defendant during the period I worked as an employee of the defendant in the

above-captioned lawsuit.

3. I understand that this lawsuit is being brought as a collective action pursuant to the Fair Labor Standards Act of 1938, as amended 29 U.S.C. §201 et seq. I agree to be bound by any adjudication of this Court. I further agree to be bound by any collective action settlement herein approved by my attorney and approved by this Court as fair, adequate, and reasonable.

4. If this case does not proceed collectively, then I also consent to join any subsequent action to assert these claims against defendant.

5. I hereby designate the firm of **Waycaster & Allred and The Barnes Law Group, LLC**, to represent me in this action.

This 12 day of April, 2017.



COURTNEY ROBERSON

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
GAINESVILLE DIVISION**

SUE RATCHFORD, KAY MITCHELL,)	
GINA NUCKOLLS, COURTNEY	)	CIVIL ACTION NO.:
ROBERSON and PATTY BECKNELL,)	_____
on behalf of themselves and of all others)	
similarly-situated who consent to)	
representation,	)	FAIR LABOR STANDARDS
Plaintiffs	)	ACT, COLLECTIVE ACTION
	)	PURSUANT to 29 U.S.C. sec.
v.	)	216(b)
)	
REGIONS FINANCIAL CORPORATION,)	
REGIONS BANK, a subsidiary of)	
REGIONS FINANCIAL CORPORATION	)	JURY TRIAL DEMANDED
Defendants)	

CONSENT TO JOIN COLLECTIVE ACTION

1. I certify that I am a current or former employee of Defendant and during my employment was not paid in accordance with the Fair Labor Standards Act (“FLSA”) for all hours worked over forty (40) in a work week.
2. I hereby consent to be a plaintiff in this FLSA case. I consent to the bringing of any claims I may have under the FLSA for any unpaid overtime compensation, liquidated damages, attorney’s fees, costs and other relief against defendant during the period I worked as an employee of the defendant in the

above-captioned lawsuit.

3. I understand that this lawsuit is being brought as a collective action pursuant to the Fair Labor Standards Act of 1938, as amended 29 U.S.C. §201 et seq. I agree to be bound by any adjudication of this Court. I further agree to be bound by any collective action settlement herein approved by my attorney and approved by this Court as fair, adequate, and reasonable.

4. If this case does not proceed collectively, then I also consent to join any subsequent action to assert these claims against defendant.

5. I hereby designate the firm of **Waycaster & Allred and The Barnes Law Group, LLC**, to represent me in this action.

This 14 day of April, 2017.


KAY MITCHELL

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
GAINESVILLE DIVISION**

SUE RATCHFORD, KAY MITCHELL,)	
GINA NUCKOLLS, COURTNEY	)	CIVIL ACTION NO.:
ROBERSON and PATTY BECKNELL,)	_____
on behalf of themselves and of all others)	
similarly-situated who consent to)	
representation,	)	FAIR LABOR STANDARDS
Plaintiffs	)	ACT, COLLECTIVE ACTION
	)	PURSUANT to 29 U.S.C. sec.
v.	)	216(b)
)	
REGIONS FINANCIAL CORPORATION,)	
REGIONS BANK, a subsidiary of)	
REGIONS FINANCIAL CORPORATION	)	JURY TRIAL DEMANDED
Defendants)	

CONSENT TO JOIN COLLECTIVE ACTION

1. I certify that I am a current or former employee of Defendant and during my employment was not paid in accordance with the Fair Labor Standards Act (“FLSA”) for all hours worked over forty (40) in a work week.

2. I hereby consent to be a plaintiff in this FLSA case. I consent to the bringing of any claims I may have under the FLSA for any unpaid overtime compensation, liquidated damages, attorney’s fees, costs and other relief against defendant during the period I worked as an employee of the defendant in the

above-captioned lawsuit.

3. I understand that this lawsuit is being brought as a collective action pursuant to the Fair Labor Standards Act of 1938, as amended 29 U.S.C. §201 et seq. I agree to be bound by any adjudication of this Court. I further agree to be bound by any collective action settlement herein approved by my attorney and approved by this Court as fair, adequate, and reasonable.

4. If this case does not proceed collectively, then I also consent to join any subsequent action to assert these claims against defendant.

5. I hereby designate the firm of **Waycaster & Allred and The Barnes Law Group, LLC**, to represent me in this action.

This 13 day of APRIL, 2017.



PATTY BECKNELL

JS44 (Rev. 11/16 NDGA)

CIVIL COVER SHEET

The JS44 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 is required for the use of the Clerk of Court for the purpose of initiating the civil docket record. (SEE INSTRUCTIONS ATTACHED)

I. (a) PLAINTIFF(S)

Sue Ratchford, Kay Mitchell, Gina Nuckolls, Courtney Roberson and Patty Becknell, on behalf of themselves and of all others similarly-situated who consent to representation

DEFENDANT(S)

Regions Financial Corporation, Regions Bank, a subsidiary of Regions Financial Corporation

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Whitfield County, GA
(EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT Gwinnett County, GA (Registered Agent)
(IN U.S. PLAINTIFF CASES ONLY)

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

(c) ATTORNEYS (FIRM NAME, ADDRESS, TELEPHONE NUMBER, AND E-MAIL ADDRESS)

Roy E. Barnes	R. Leslie Waycaster, Jr.
J. Cameron Tribble	Timothy H. Allred
Barnes Law Group, LLC	R. Leslie Waycaster, Jr. PC
31 Atlanta Street SE	130 W. King Street
Marietta, GA 30060	Dalton, GA 30720

ATTORNEYS (IF KNOWN)

II. BASIS OF JURISDICTION
(PLACE AN "X" IN ONE BOX ONLY)

- | | |
|--|--|
| <input type="checkbox"/> 1 U.S. GOVERNMENT PLAINTIFF | <input checked="" type="checkbox"/> 3 FEDERAL QUESTION (U.S. GOVERNMENT NOT A PARTY) |
| <input type="checkbox"/> 2 U.S. GOVERNMENT DEFENDANT | <input type="checkbox"/> 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)
(FOR DIVERSITY CASES ONLY)

- | | | | |
|---|----------------------------|---|----------------------------|
| PLF | DEF | PLF | DEF |
| <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| CITIZEN OF THIS STATE | | INCORPORATED OR PRINCIPAL PLACE OF BUSINESS IN THIS STATE | |
| <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| CITIZEN OF ANOTHER STATE | | INCORPORATED AND PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE | |
| <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |
| CITIZEN OR SUBJECT OF A FOREIGN COUNTRY | | FOREIGN NATION | |

IV. ORIGIN (PLACE AN "X" IN ONE BOX ONLY)

- | | | | | | | |
|---|---|--|---|---|--|--|
| <input checked="" type="checkbox"/> 1 ORIGINAL PROCEEDING | <input type="checkbox"/> 2 REMOVED FROM STATE COURT | <input type="checkbox"/> 3 REMANDED FROM APPELLATE COURT | <input type="checkbox"/> 4 REINSTATED OR REOPENED | <input type="checkbox"/> 5 TRANSFERRED FROM ANOTHER DISTRICT (Specify District) | <input type="checkbox"/> 6 MULTIDISTRICT LITIGATION - TRANSFER | <input type="checkbox"/> 7 APPEAL TO DISTRICT JUDGE FROM MAGISTRATE JUDGE JUDGMENT |
| <input type="checkbox"/> 8 MULTIDISTRICT LITIGATION - DIRECT FILE | | | | | | |

V. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE - DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

Plaintiffs bring claims for Violations of Fair Labor Standards Act pursuant to 29 U.S.C. Section 207, for failure to pay overtime compensation.

(IF COMPLEX, CHECK REASON BELOW)

- | | |
|---|---|
| <input type="checkbox"/> 1. Unusually large number of parties. | <input type="checkbox"/> 6. Problems locating or preserving evidence |
| <input type="checkbox"/> 2. Unusually large number of claims or defenses. | <input type="checkbox"/> 7. Pending parallel investigations or actions by government. |
| <input type="checkbox"/> 3. Factual issues are exceptionally complex | <input type="checkbox"/> 8. Multiple use of experts. |
| <input type="checkbox"/> 4. Greater than normal volume of evidence. | <input type="checkbox"/> 9. Need for discovery outside United States boundaries. |
| <input type="checkbox"/> 5. Extended discovery period is needed. | <input type="checkbox"/> 10. Existence of highly technical issues and proof. |

CONTINUED ON REVERSE

FOR OFFICE USE ONLY

RECEIPT # _____	AMOUNT \$ _____	APPLYING IFP _____	MAG. JUDGE (IFP) _____
JUDGE _____	MAG. JUDGE _____ <i>(Referral)</i>	NATURE OF SUIT _____	CAUSE OF ACTION _____

VI. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT - "0" MONTHS DISCOVERY TRACK

- 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
- 152 RECOVERY OF DEFAULTED STUDENT LOANS (Excl. Veterans)
- 153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS

CONTRACT - "4" MONTHS DISCOVERY TRACK

- 110 INSURANCE
- 120 MARINE
- 130 MILLER ACT
- 140 NEGOTIABLE INSTRUMENT
- 151 MEDICARE ACT
- 160 STOCKHOLDERS' SUITS
- 190 OTHER CONTRACT
- 195 CONTRACT PRODUCT LIABILITY
- 196 FRANCHISE

REAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 210 LAND CONDEMNATION
- 220 FORECLOSURE
- 230 RENT LEASE & EJECTMENT
- 240 TORTS TO LAND
- 245 TORT PRODUCT LIABILITY
- 290 ALL OTHER REAL PROPERTY

TORTS - PERSONAL INJURY - "4" MONTHS DISCOVERY TRACK

- 310 AIRPLANE
- 315 AIRPLANE PRODUCT LIABILITY
- 320 ASSAULT, LIBEL & SLANDER
- 330 FEDERAL EMPLOYERS' LIABILITY
- 340 MARINE
- 345 MARINE PRODUCT LIABILITY
- 350 MOTOR VEHICLE
- 355 MOTOR VEHICLE PRODUCT LIABILITY
- 360 OTHER PERSONAL INJURY
- 362 PERSONAL INJURY - MEDICAL MALPRACTICE
- 365 PERSONAL INJURY - PRODUCT LIABILITY
- 367 PERSONAL INJURY - HEALTH CARE/ PHARMACEUTICAL PRODUCT LIABILITY
- 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

TORTS - PERSONAL PROPERTY - "4" MONTHS DISCOVERY TRACK

- 370 OTHER FRAUD
- 371 TRUTH IN LENDING
- 380 OTHER PERSONAL PROPERTY DAMAGE
- 385 PROPERTY DAMAGE PRODUCT LIABILITY

BANKRUPTCY - "0" MONTHS DISCOVERY TRACK

- 422 APPEAL 28 USC 158
- 423 WITHDRAWAL 28 USC 157

CIVIL RIGHTS - "4" MONTHS DISCOVERY TRACK

- 440 OTHER CIVIL RIGHTS
- 441 VOTING
- 442 EMPLOYMENT
- 443 HOUSING/ ACCOMMODATIONS
- 445 AMERICANS with DISABILITIES - Employment
- 446 AMERICANS with DISABILITIES - Other
- 448 EDUCATION

IMMIGRATION - "0" MONTHS DISCOVERY TRACK

- 462 NATURALIZATION APPLICATION
- 465 OTHER IMMIGRATION ACTIONS

PRISONER PETITIONS - "0" MONTHS DISCOVERY TRACK

- 463 HABEAS CORPUS- Alien Detainee
- 510 MOTIONS TO VACATE SENTENCE
- 530 HABEAS CORPUS
- 535 HABEAS CORPUS DEATH PENALTY
- 540 MANDAMUS & OTHER
- 550 CIVIL RIGHTS - Filed Pro se
- 555 PRISON CONDITION(S) - Filed Pro se
- 560 CIVIL DETAINEE: CONDITIONS OF CONFINEMENT

PRISONER PETITIONS - "4" MONTHS DISCOVERY TRACK

- 550 CIVIL RIGHTS - Filed by Counsel
- 555 PRISON CONDITION(S) - Filed by Counsel

FORFEITURE/PENALTY - "4" MONTHS DISCOVERY TRACK

- 625 DRUG RELATED SEIZURE OF PROPERTY 21 USC 881
- 690 OTHER

LABOR - "4" MONTHS DISCOVERY TRACK

- 710 FAIR LABOR STANDARDS ACT
- 720 LABOR/MGMT. RELATIONS
- 740 RAILWAY LABOR ACT
- 751 FAMILY and MEDICAL LEAVE ACT
- 790 OTHER LABOR LITIGATION
- 791 EMPL. RET. INC. SECURITY ACT

PROPERTY RIGHTS - "4" MONTHS DISCOVERY TRACK

- 820 COPYRIGHTS
- 840 TRADEMARK

PROPERTY RIGHTS - "8" MONTHS DISCOVERY TRACK

- 830 PATENT

SOCIAL SECURITY - "0" MONTHS DISCOVERY TRACK

- 861 HIA (1395ff)
- 862 BLACK LUNG (923)
- 863 DIWC (405(g))
- 863 DIWW (405(g))
- 864 SSID TITLE XVI
- 865 RSI (405(g))

FEDERAL TAX SUITS - "4" MONTHS DISCOVERY TRACK

- 870 TAXES (U.S. Plaintiff or Defendant)
- 871 IRS - THIRD PARTY 26 USC 7609

OTHER STATUTES - "4" MONTHS DISCOVERY TRACK

- 375 FALSE CLAIMS ACT
- 376 Qui Tam 31 USC 3729(a)
- 400 STATE REAPPORTIONMENT
- 430 BANKS AND BANKING
- 450 COMMERCE/CC RATES/ETC.
- 460 DEPORTATION
- 470 RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS
- 480 CONSUMER CREDIT
- 490 CABLE/SATELLITE TV
- 890 OTHER STATUTORY ACTIONS
- 891 AGRICULTURAL ACTS
- 893 ENVIRONMENTAL MATTERS
- 895 FREEDOM OF INFORMATION ACT
- 899 ADMINISTRATIVE PROCEDURES ACT / REVIEW OR APPEAL OF AGENCY DECISION
- 950 CONSTITUTIONALITY OF STATE STATUTES

OTHER STATUTES - "8" MONTHS DISCOVERY TRACK

- 410 ANTITRUST
- 850 SECURITIES / COMMODITIES / EXCHANGE

OTHER STATUTES - "0" MONTHS DISCOVERY TRACK

- 896 ARBITRATION (Confirm / Vacate / Order / Modify)

*** PLEASE NOTE DISCOVERY TRACK FOR EACH CASE TYPE. SEE LOCAL RULE 26.3**

VII. REQUESTED IN COMPLAINT:

CHECK IF CLASS ACTION UNDER F.R.Civ.P. 23 DEMAND \$ _____

JURY DEMAND YES NO (CHECK YES ONLY IF DEMANDED IN COMPLAINT)

VIII. RELATED/REFILED CASE(S) IF ANY

JUDGE _____ DOCKET NO. _____

CIVIL CASES ARE DEEMED RELATED IF THE PENDING CASE INVOLVES: (CHECK APPROPRIATE BOX)

- 1. PROPERTY INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 2. SAME ISSUE OF FACT OR ARISES OUT OF THE SAME EVENT OR TRANSACTION INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 3. VALIDITY OR INFRINGEMENT OF THE SAME PATENT, COPYRIGHT OR TRADEMARK INCLUDED IN AN EARLIER NUMBERED PENDING SUIT.
- 4. APPEALS ARISING OUT OF THE SAME BANKRUPTCY CASE AND ANY CASE RELATED THERETO WHICH HAVE BEEN DECIDED BY THE SAME BANKRUPTCY JUDGE.
- 5. REPETITIVE CASES FILED BY PRO SE LITIGANTS.
- 6. COMPANION OR RELATED CASE TO CASE(S) BEING SIMULTANEOUSLY FILED (INCLUDE ABBREVIATED STYLE OF OTHER CASE(S)):

7. EITHER SAME OR ALL OF THE PARTIES AND ISSUES IN THIS CASE WERE PREVIOUSLY INVOLVED IN CASE NO. _____, WHICH WAS DISMISSED. This case IS IS NOT (check one box) SUBSTANTIALLY THE SAME CASE.

/s/ Roy E. Barnes

05/22/2017

SIGNATURE OF ATTORNEY OF RECORD

DATE

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Regions Financial Corporation, Subsidiary Hit with Unpaid OT Suit](#)
