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9 *Attorneys for Plaintiff*

10 **IN THE UNITED STATES DISTRICT COURT**
11 **FOR THE DISTRICT OF ARIZONA**

12 **JEREMY STONE**, individually and on behalf
13 of similarly situated persons,

14 Plaintiff,

15 v.

16 **ROUND ROCK RESTAURANT GROUP,**
17 **LLC and MATTHEW O'DONNELL**

18 Defendants.

19 **Case No.** _____

20 **Jury Demanded**

21 **COMPLAINT**

22 Plaintiff Jeremy Stone (“Plaintiff”), individually and on behalf of all other similarly situated
23 delivery drivers, brings this Complaint against Defendants Round Rock Restaurant Group, LLC
24 and Matthew O’Donnell, alleges as follows:

25 1. Defendants operate numerous Papa John’s franchise stores. Defendants employ
26 delivery drivers who use their own automobiles to deliver pizza and other food items to their
27 customers. However, instead of reimbursing delivery drivers for the reasonably approximate costs
28 of the business use of their vehicles, Defendants use a flawed method to determine reimbursement
rates that provides such an unreasonably low rate beneath any reasonable approximation of the

1 expenses they incur that the drivers' unreimbursed expenses cause their wages to fall below the
2 federal minimum wage during some or all workweeks.

3 2. Plaintiff brings this lawsuit as a collective action under the Fair Labor Standards
4 Act ("FLSA"), 29 U.S.C. § 201 *et seq.*, and as a class action under the Arizona Employment
5 Practices and Working Conditions law ("AEPWCL"), A.R.S. §23-201, *et seq.* to recover unpaid
6 minimum wages and overtime hours owed to himself and similarly situated delivery drivers
7 employed by Defendants at its Papa John's stores.
8

9
10 **Jurisdiction and Venue**

11 3. The FLSA authorizes court actions by private parties to recover damages for
12 violation of its wage and hour provisions. Jurisdiction over Plaintiff's FLSA claim is based on 29
13 U.S.C. § 216(b) and 28 U.S.C. § 1331 (federal question).

14 4. Venue in this District is proper under 28 U.S.C. § 1391 because Plaintiff resides
15 in this District, Defendants employed Plaintiff in this District, Defendants operates Papa John's
16 franchise stores in this District, and a substantial part of the events giving rise to the claim herein
17 occurred in this District.

18 **Parties**

19 5. Defendant, Round Rock Restaurant Group, LLC is a Kansas Limited Liability
20 Company and may be served via its registered agent Cogency Global Inc., who may be served at
21 300 W. Clarendon Ave., Suite 240, Phoenix, AZ 85012.
22

23 6. Defendant, Matthew O'Donnell is individually liable because, during the relevant
24 times, he was an owner of substantial interests in defendant, served as officer of the entity, and
25 held managerial responsibilities and substantial control over terms and conditions of drivers'
26 work as they held the power to hire and fire, supervised and controlled work schedules and/or
27 conditions of employment, determined rates and methods of pay and/or expense reimbursements,
28

1 and maintained employment records and/or held control over employment records. Defendant
2 may be served at 52 Huntleigh Woods, St. Louis, MO, 63131 or wherever he may be found.

3 7. Plaintiff has been employed by Defendants since approximately September 2014
4 to February 2018 as a delivery driver at Defendants' Papa John's stores located in the Phoenix,
5 Arizona area and within this District. Plaintiff's consent to pursue this claim under the FLSA is
6 attached to this Original Complaint as "Exhibit 1."
7

8 **General Allegations**

9 ***Defendants' Business***

10
11 8. Defendants own and operate numerous Papa John's franchise stores including
12 stores within this District and this Division.

13 9. Matthew O'Donnell is an owner, officer and director of Round Rock Restaurant
14 Group, LLC.

15 10. In this capacity, Mr. O'Donnell put the pay scheme at issue in place, has overseen
16 and enforced Defendants' pay practices, and is, therefore, individually liable for the violations
17 at issue.

18 11. Defendants' Papa John's stores employ delivery drivers who all have the same
19 primary job duty: to deliver pizzas and other food items to customers' homes or workplaces.
20

21 ***Defendants' Flawed Automobile Reimbursement Policy***

22
23 12. Defendants require their delivery drivers to maintain and pay for safe, legally-
24 operable, and insured automobiles when delivering pizza and other food items.

25 13. Defendants' delivery drivers incur costs for gasoline, vehicle parts and fluids,
26 repair and maintenance services, insurance, depreciation, and other expenses ("automobile
27 expenses") while delivering pizza and other food items for the primary benefit of Defendants.
28

1
2 14. Defendants' delivery driver reimbursement policy reimburses drivers on a per-
3 delivery basis, but the per-delivery reimbursement equates to below the IRS business mileage
4 reimbursement rate or any other reasonable approximation of the cost to own and operate a motor
5 vehicle. This policy applies to all of Defendants' delivery drivers.

6 15. The result of Defendants' delivery driver reimbursement policy is a
7 reimbursement of much less than a reasonable approximation of its drivers' automobile expenses.

8 16. During the applicable FLSA limitations period, the IRS business mileage
9 reimbursement rate ranged between \$.535 and \$.575 per mile. Likewise, reputable companies that
10 study the cost of owning and operating a motor vehicle and/or reasonable reimbursement rates,
11 including the AAA, have determined that the average cost of owning and operating a vehicle
12 ranged between \$.571 and \$.608 per mile during the same period for drivers who drive 15,000
13 miles per year. These figures represent a reasonable approximation of the average cost of owning
14 and operating a vehicle for use in delivering pizzas.

15 17. However, the driving conditions associated with the pizza delivery business cause
16 even more frequent maintenance costs, higher costs due to repairs associated with driving, and
17 more rapid depreciation from driving as much as, and in the manner of, a delivery driver.
18 Defendants' delivery drivers further experience lower gas mileage and higher repair costs than
19 the average driver used to determine the average cost of owning and operating a vehicle described
20 above due to the nature of the delivery business, including frequent starting and stopping of the
21 engine, frequent braking, short routes as opposed to highway driving, and driving under time
22 pressures.

23 18. Defendants' reimbursement policy does not reimburse delivery drivers for even
24 their ongoing out-of-pocket expenses, much less other costs they incur to own and operate their
25 vehicle, and thus Defendants uniformly fail to reimburse its delivery drivers at any reasonable
26 approximation of the cost of owning and operating their vehicles for Defendants' benefit.

27 19. Defendants' systematic failure to adequately reimburse automobile expenses
28 constitutes a "kickback" to Defendants such that the hourly wages it pays to Plaintiff and

1 Defendants' other delivery drivers are not paid free and clear of all outstanding obligations to
2 Defendants.

3 20. Defendants fail to reasonably approximate the amount of their drivers' automobile
4 expenses to such an extent that its drivers' net wages are diminished beneath the federal minimum
5 wage requirements.

6 21. In sum, Defendants' reimbursement policy and methodology fail to reflect the
7 realities of delivery drivers' automobile expenses.

8
9 ***Defendants' Failure to Reasonably Reimburse Automobile Expenses Causes Minimum Wage***
10 ***Violations***

11 22. Regardless of the precise amount of the per-delivery reimbursement at any given
12 point in time, Defendants' reimbursement formula has resulted in an unreasonable
13 underestimation of delivery drivers' automobile expenses throughout the recovery period, causing
14 systematic violations of the federal minimum wage.

15 23. Plaintiff was paid sub minimum wage rates and approximately \$6.30 per hour
16 during his employment with Defendants, including a tip credit applicable to the time he performed
17 deliveries.

18 24. The federal minimum wage has been \$7.25 per hour since July 24, 2009. The
19 Arizona Minimum wage has been \$10.00 per hour since January 1, 2017.

20 25. During the time Plaintiff worked for Defendants as a delivery driver, he was
21 reimbursed just \$1.20 per delivery and on average drove 4-6 miles per delivery. This means
22 plaintiff was getting paid between \$.20 to .30 per mile (\$1.20 divided by 4 and 6 miles
23 respectively).

24 26. During the relevant time period, the IRS business mileage reimbursement rate
25 ranged between \$.56 and \$.535 per mile, which reasonably approximated the automobile
26 expenses incurred delivering pizzas. [http://www.irs.gov/Tax-Professionals/Standard-Mileage-](http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates)
27 [Rates](http://www.irs.gov/Tax-Professionals/Standard-Mileage-Rates). Using the lowest IRS rate and the highest rate per mile plaintiff was making per mile driven
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1 (\$.30 per mile) in effect during that period as a reasonable approximation of Plaintiff's automobile
2 expenses, every mile driven on the job decreased his net wages by at least \$.235 (\$.535 - \$.30)
3 per mile.

4 27. During his employment by Defendants, Plaintiff regularly made 3 or more
5 deliveries per hour. Thus using even a conservative under-estimate of Plaintiff's actual expenses
6 and damages, every hour on the job decreased Plaintiff's net wages by at least \$.705 (\$.235 x 3
7 deliveries).

8 28. All of Defendants' delivery drivers had similar experiences to those of Plaintiff.
9 They were subject to the same reimbursement policy; received similar reimbursements; incurred
10 similar automobile expenses; completed deliveries of similar distances and at similar frequencies;
11 and were paid at or near the federal minimum wage before deducting unreimbursed business
12 expenses.

13 29. Because Defendants paid their drivers a gross hourly wage at precisely, or at least
14 very close to, the federal minimum wage, and because the delivery drivers incurred unreimbursed
15 automobile expenses, the delivery drivers "kicked back" to Defendants an amount sufficient to
16 cause minimum wage violations.

17 30. While the amount of Defendants' actual reimbursements per delivery may vary
18 over time, Defendants are relying on the same flawed policy and methodology with respect to all
19 delivery drivers at all of their other Papa John's stores. Thus, although reimbursement amounts
20 may differ somewhat by time or region, the amounts of under-reimbursements relative to
21 automobile costs incurred are relatively consistent between time and region.

22 31. Defendants' low reimbursement rates were a frequent complaint of Defendants'
23 delivery drivers, which resulted in discussions with management, yet Defendants continued to
24 reimburse at a rate much less than any reasonable approximation of delivery drivers' automobile
25 expenses. In fact, there were times that Defendants would not pay Plaintiff and other Drivers
26 anything for mileage or would deduct pay from their mileage amounts.
27
28

1 32. The net effect of Defendants’ flawed reimbursement policy is that Defendants
 2 have willfully failed to pay the federal minimum wage to their delivery drivers. Defendants
 3 thereby enjoys ill-gained profits at the expense of its employees.

4 **Class and Collective Action Allegations**

5 33. Plaintiff brings this FLSA claim as an “opt-in” collective action on behalf of
 6 similarly situated delivery drivers pursuant to 29 U.S.C. § 216(b).

7 34. The FLSA claims may be pursued by those who opt-in to this case pursuant to 29
 8 U.S.C. § 216(b).

9 35. Plaintiff, individually and on behalf of other similarly situated employees, seeks
 10 relief on a collective basis challenging Defendants’ practice of failing to pay employees federal
 11 minimum wage. The number and identity of other plaintiffs yet to opt-in may be ascertained
 12 from Defendants’ records, and potential class members may be notified of the pendency of this
 13 action via mail and electronic means.

14 36. Plaintiff and all of Defendants’ delivery drivers are similarly situated in that:

15 a. They have worked as delivery drivers for Defendants delivering pizza and
 16 other food items to Defendants’ customers;

17 b. They have delivered pizza and food items using automobiles not owned or
 18 maintained by Defendants;

19 c. Defendants required them to maintain these automobiles in a safe, legally-
 20 operable, and insured condition;

21 d. They incurred costs for automobile expenses while delivering pizzas and
 22 food items for the primary benefit of Defendants;

23 e. They were subject to similar driving conditions, automobile expenses,
 24 delivery distances, and delivery frequencies;

25 f. They were subject to the same pay policies and practices of Defendants;
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 27
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1 g. They were subject to the same delivery driver reimbursement policy that
2 under-estimates automobile expenses per mile, and thereby systematically deprived of reasonably
3 approximate reimbursements, resulting in wages below the federal minimum wage in some or all
4 workweeks;

5 h. They were reimbursed similar set amounts of automobile expenses per
6 delivery; and,

7 i. They were paid at or near the federal minimum wage before deducting
8 unreimbursed business expenses.

9
10 37. Plaintiff brings Count II as a class action pursuant to Fed. R. Civ. P. 23, on behalf
11 of himself and as the Class Representatives of the following persons (the "Class"):

12 All current and former delivery drivers employed by Defendants during the statutory period.

13 38. The state law claims, if certified for class-wide treatment, are brought on behalf of
14 all similarly situated persons who do not opt-out of the Class.

15 39. The Class satisfies the numerosity standard as it consists of hundreds of persons
16 who are geographically dispersed and, therefore, joinder of all Class members in a single action
17 is impracticable.

18 40. Questions of fact and law common to the Class predominate over any questions
19 affecting only individual members. The questions of law and fact common to the Class arising
20 from Defendants' actions include, without limitation:

21 a. Whether Defendants failed to pay Class members the minimum wage
22 required by Arizona law,

23 b. Whether Defendants failed to reasonably reimburse Class members for
24 using their own vehicles to deliver Defendants' pizzas and other food items,
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1 c. Whether Defendants' formula and / or methodology used to calculate the
2 payment of reimbursement for vehicle expenses resulted in unreasonable under-reimbursement
3 of the Class members,

4 d. Whether Defendants failed to keep accurate records of deductions from
5 Class members' wages in violation of Arizona law, and

6 e. Whether Defendants failed to reimburse Plaintiff and the Putative
7 Plaintiffs for "other amounts promised" pursuant to its company handbook, and thus required by
8 the Arizona and Federal Law;

9
10 41. The questions set forth above predominate over any questions affecting only
11 individual persons, and a class action is superior with respect to considerations of consistency,
12 economy, efficiency, fairness, and equity to other available methods for the fair and efficient
13 adjudication of the state law claims.

14
15 42. Plaintiff's claim is typical of those of the Class in that:

16 a. Plaintiff and the Class have worked as delivery drivers for Defendants
17 delivering pizza and other food items to Defendants' customers;

18 b. Plaintiff and the Class delivered pizza and food items using automobiles
19 not owned or maintained by Defendants;

20 c. Defendants required Plaintiff and the Class to maintain these automobiles
21 in a safe, legally-operable, and insured condition;

22 d. Plaintiff and the Class incurred costs for automobile expenses while
23 delivering pizzas and food items for the primary benefit of Defendants;

24 e. Plaintiff and the Class were subject to similar driving conditions,
25 automobile expenses, delivery distances, and delivery frequencies;

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1 f. Plaintiff and the Class were subject to the same pay policies and practices
2 of Defendants;

3 g. Plaintiff and the Class were subject to the same delivery driver
4 reimbursement policy that underestimates automobile expenses per mile, and thereby
5 systematically deprived of reasonably approximate reimbursements, resulting in wages below
6 the federal minimum wage in some or all workweeks;

7
8 h. Plaintiff and the Class were reimbursed similar set amounts of automobile
9 expenses per delivery; and

10 i. Plaintiff and the Class were paid at or near the Arizona minimum wage
11 before deducting unreimbursed business expenses.

12 43. A class action is the appropriate method for the fair and efficient adjudication of
13 this controversy. Defendants has acted or refused to act on grounds generally applicable to the
14 Class.

15 44. Plaintiff is an adequate representative of the Class because he is a member of the
16 Class and his interests do not conflict with the interest of the members of the Class he seeks to
17 represent. The interests of the members of the Class will be fairly and adequately protected by
18 Plaintiff and the undersigned counsel, who have extensive experience prosecuting complex wage
19 and hour, employment, and class action litigation.
20

21 45. Maintenance of this action as a class action is superior to other available methods
22 for fairly and efficiently adjudicating the controversy as members of the Class have little interest
23 in individually controlling the prosecution of separate class actions, no other litigation is pending
24 over the same controversy, it is desirable to concentrate the litigation in this Court due to the
25 relatively small recoveries per member of the Class, and there are no material difficulties
26 impairing the management of a class action.
27
28

1 46. It would be impracticable and undesirable for each member of the Class who
2 suffered harm to bring a separate action. In addition, the maintenance of separate actions would
3 place a substantial and unnecessary burden on the courts and could result in inconsistent
4 adjudications, while a single class action can determine, with judicial economy, the rights of all
5 Class members.

6
7 **Count I: Violation of the Fair Labor Standards Act of 1938**

8 47. Plaintiff reasserts and re-alleges the allegations set forth above.

9 48. The FLSA regulates, among other things, the payment of minimum wage by
10 employers whose employees are engaged in interstate commerce, or engaged in the production
11 of goods for commerce, or employed in an enterprise engaged in commerce or in the production
12 of goods for commerce. 29 U.S.C. §206(a).

13 49. Defendants are subject to the FLSA's minimum wage requirements because it is
14 an enterprise engaged in interstate commerce, and its employees are engaged in commerce.

15 50. At all relevant times herein, Plaintiff and all other similarly situated delivery
16 drivers have been entitled to the rights, protections, and benefits provided under the FLSA, 29
17 U.S.C. §§ 201, *et seq.*

18 51. Section 13 of the FLSA, codified at 29 U.S.C. § 213, exempts certain categories
19 of employees from federal minimum wage obligations. None of the FLSA exemptions apply to
20 Plaintiff or other similarly situated delivery drivers.

21 52. Under Section 6 of the FLSA, codified at 29 U.S.C. § 206, employees have been
22 entitled to be compensated at a rate of at least \$7.25 per hour since July 24, 2009.

23 53. As alleged herein, Defendants have reimbursed delivery drivers less than the
24 reasonably approximate amount of their automobile expenses to such an extent that it
25 diminishes these employees' wages beneath the federal minimum wage.

26 54. Defendants knew or should have known that their pay and reimbursement
27 policies, practices and methodology result in failure to compensate delivery drivers at the
28 federal minimum wage.

1 55. Defendants, pursuant to their policy and practice, violated the FLSA by refusing
2 and failing to pay federal minimum wage to Plaintiff and other similarly situated employees.

3 56. Plaintiff and all similarly situated delivery drivers are victims of a uniform and
4 employer-based compensation and reimbursement policy. This uniform policy, in violation of
5 the FLSA, has been applied, and continues to be applied, to all delivery driver employees in
6 Defendants' stores.

7 57. Plaintiff and all similarly situated employees are entitled to damages equal to the
8 minimum wage minus actual wages received after deducting reasonably approximated
9 automobile expenses within three years from the date each Plaintiff joins this case, plus periods
10 of equitable tolling, because Defendants acted willfully and knew, or showed reckless disregard
11 for, whether its conduct was unlawful.

12 58. Defendants have acted neither in good faith nor with reasonable grounds to
13 believe that its actions and omissions were not a violation of the FLSA, and as a result, Plaintiff
14 and other similarly situated employees are entitled to recover an award of liquidated damages in
15 an amount equal to the amount of unpaid minimum wages under 29 U.S.C. § 216(b).
16 Alternatively, should the Court find Defendants is not liable for liquidated damages, Plaintiff
17 and all similarly situated employees are entitled to an award of prejudgment interest at the
18 applicable legal rate.

19 59. As a result of the aforesaid willful violations of the FLSA's minimum wage
20 provisions, minimum wage compensation has been unlawfully withheld by Defendants from
21 Plaintiff and all similarly situated employees. Accordingly, Defendants are liable under 29
22 U.S.C. § 216(b), together with an additional amount as liquidated damages, pre-judgment and
23 post-judgment interest, reasonable attorneys' fees, and costs of this action.

24
25 **Count II: Violation of the AEPWCL by Failing to Pay Arizona's Minimum Wage**

26 60. Plaintiff reasserts and re-alleges the allegations set forth above.
27
28

1 61. At all relevant times herein, Plaintiff and the Class have been entitled to the rights,
2 protections, and benefits provided under the AEPWCL, A.R.S. § 23-201 *et seq.*

3 62. No exemption from the AEPWCL applies to Plaintiff or the Class.

4 63. Arizona law regulates, among other things, the payment of minimum
5 wage by employers who employ any person in Arizona. A.R.S. § 23-363.

6 64. During all times relevant to this action, Plaintiff and the Class were
7 Defendants' "employees" within the meaning of Arizona law. A.R.S. § 23-362(A).

8 65. During all times relevant to this action, Defendants were the "employers" of
9 Plaintiff and the Class within the meaning of Arizona law. A.R.S. § 23-362(B).

10 66. Defendants, pursuant to their policy and practice, violated Arizona law
11 by refusing and failing to pay Plaintiff and the Class wages equal to at least Arizona's applicable
12 minimum wages, even before considering unreimbursed job expenses.

13 67. Defendants, pursuant to their policy and practice, violated Arizona law by refusing
14 and failing to pay Plaintiff and the Class wages equal to at least Arizona's applicable minimum
15 wages, even before considering unreimbursed job expenses.

16 68. Plaintiff and the Class are victims of a uniform and employer-based compensation
17 policy. Upon information and belief, this uniform policy, in violation of Arizona law, has been
18 applied, and continues to be applied, to all Class members in Defendants' other stores located in
19 Arizona.

20 69. Because Defendants acted willfully and knew, or showed reckless disregard for,
21 whether their conduct was unlawful, Plaintiff and all similarly situated employees are entitled to
22 actual damages equal to the difference between the minimum wage and actual wages received
23 since January 1, 2015, plus a period of time encompassing all violations that occurred as part of
24 a continuing course of employer conduct regardless of the date. A.R.S. § 23-364(H).
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1 70. Plaintiff and all similarly situated employees are entitled to additional damages equal
2 to two times the difference between the minimum wage and actual wages received during the
3 statutory period, plus a period of time encompassing all violations that occurred as part of a
4 continuing course of employer conduct regardless of their date. A.R.S. §§ 23-364(G) & (H).

5 71. Plaintiff and the Class are entitled to an award of pre-judgment and post-judgment
6 interest at the applicable legal rate. *Id.*

7 72. Defendants are also liable for Plaintiff's costs and attorney's fees incurred in this
8 action. *Id.*

9
10 **PRAYER FOR RELIEF**

11 WHEREFORE, Plaintiff and the Class demand judgment against Defendants and pray for:
12 (1) compensatory damages; (2) liquidated damages, (3) costs of litigation and attorney's fees as
13 provided by law; (4) pre-judgment and post-judgment interest as provided by law; and (5) such
14 other relief as the Court deems fair and equitable.

15
16 **Demand for Jury Trial**

17 Plaintiff hereby requests a trial by jury of all issues triable by jury.

18 Respectfully submitted,

19
20 /s/ Matthew Haynie
21 **Matthew Haynie***
22 Texas Bar No. 24087692
23 **Jay Forester***
24 Texas Bar No. 24087532
25 *Previously Admitted *Pro Hac Vice*
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28 **ATTORNEYS FOR PLAINTIFFS**

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CERTIFICATE OF SERVICE

This is the Original Complaint. Service of this Complaint will be made on Defendants with summons to be issued by the clerk according to the Federal Rules of Civil Procedure.

/s/ Matthew Haynie

CIVIL COVER SHEET

JS 44 (Rev. 3/99)

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 THE REVERSE SIDE OF THE FORM.)

I. (a) PLAINTIFFS

Jeremy Stone, individually and on behalf of all others similarly situated

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASE)

DEFENDANTS

Round Rock Restaurant Group, LLC and Matthew O'Donnell, Individually
County of Residence of First Listed Defendant
(IN U.S. PLAINTIFF CASES ONLY)

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

(c) Attorney's (Firm Name, Address, and Telephone Number)

Attorneys (If Known)

Matthew Haynie PHONE 214-210-2100
FORESTER HAYNIE PLLC
1701 N. Market Street, Suite 210
Dallas, Texas 75202

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

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

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated <i>or</i> Principal Place of Business In This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated <i>or</i> Principal Place of Business In Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 |

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

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayments of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety / Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State Reappointment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	LABOR	SOCIAL SECURITY
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	<input checked="" type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609

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
- 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write brief statement of cause. Do not cite jurisdictional statutes under diversity.)

Fair Labor Standards Act, 29 U.S.C. Section 201, et seq.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE

DOCKET NUMBER

Date SIGNATURE OF ATTORNEY OF RECORD

April 28, 2018 /s/ Matthew Haynie

FOR OFFICE USE ONLY

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

NOTICE OF CONSENT TO BE A PARTY PLAINTIFF

Fair Labor Standards Act of 1938, 29 U.S.C. 216(b)

I consent to be a party plaintiff in the case in which this consent is filed. By joining this lawsuit, I designate the named plaintiff(s) in the case in which this consent is filed and his/her attorneys (and other persons those individuals designate as necessary) as my representatives to make all decisions on my behalf, to the extent permitted by law, concerning the method and manner of conducting the case including settlement, the entering of an agreement with Plaintiff's counsel regarding payment of attorneys' fees and court costs, and all other matters pertaining to this lawsuit. I further acknowledge that I intend for this consent to be filed in order to recover any unpaid wages owed to me by my current/former employer whether this consent is filed in this action or in any private cause of action that may be filed on my behalf for such recovery at a later time. For purposes of pursuing my unpaid wage claims I choose to be represented by Forester Haynie PLLC and other attorneys with whom they may associate.

Agreed and Approved:

April 25, 2018



A handwritten signature in black ink, appearing to read 'Jeremy Stone', is written over a horizontal dashed line. The signature is somewhat stylized and cursive.

Signed By Jeremy Stone
Signed On: April 25, 2018



ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action Claims Papa John's Operators Paid Delivery Drivers Less Than Minimum Wage](#)
