

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TENNESSEE**

**FREDRICK BLODGETT, d/b/a BIG FS  
LLC, on behalf of himself and all others  
similarly situated,**

**Plaintiff,**

**v.**

**FAF, INC., d/b/a FORWARD AIR  
TRANSPORTATION SERVICES, INC.,  
and DOES 1-25**

**Defendants.**

**Civil Action No.:** \_\_\_\_\_

**COMPLAINT AND DEMAND FOR  
JURY TRIAL**

Fredrick Blodgett, at times doing business as Big FS LLC, (“Plaintiff”), on behalf of himself and those similarly situated, by and through his undersigned attorneys, hereby makes the following allegations against Defendant FAF, Inc., d/b/a Forward Air Transportation Services Inc., and Does 1 through 25 (collectively “Forward Air” or “Defendant”) concerning its acts and status upon actual knowledge and concerning all other matters upon information, belief, and the investigation of their counsel:

**NATURE OF ACTION**

1. Defendant Forward Air has engaged in a pattern and practice of taking advantage of its truck drivers by misclassifying them as independent contractors. In doing so, Forward Air improperly shifts the costs of doing business to its truck drivers, while completely controlling the means and manner by which the truck drivers perform their job duties. Plaintiff brings this action under the Fair Labor Standards Act, 28 U.S.C. §§ 201, *et seq.*, (the “FLSA”) on behalf of all persons in the United States who entered into Independent Contractor Operating Agreements with Forward Air and truck lease agreements which named Forward Air as the “Carrier” (collectively

“Agreements”) at any time during the period from three years prior to filing of the complaint to the present (the “Collective”).

2. Defendant has, at all times relevant herein, misclassified Plaintiff and members of the nationwide Collective as independent contractors, and refused and failed to pay them at least the federal minimum wage for all hours worked. Specifically, Defendant has intentionally required that Plaintiff and members of the Collective cover the costs of operating Defendant’s business, (including but not limited to the costs of fuel and truck maintenance), willfully reducing the wages of Plaintiff and members of the Collective to a rate below the federally mandated minimum wage.

### **JURISDICTION AND VENUE**

3. This Court has jurisdiction over Plaintiff’s FLSA claims pursuant to 28 U.S.C. § 1331 because this civil action arises under federal law of the United States, 29 U.S.C. § 201 *et seq.*

4. This Court may properly maintain personal jurisdiction over Defendant because Defendant’s contacts with this state and this judicial district are sufficient for the exercise of jurisdiction over Defendant to comply with traditional norms of fair play and substantial justice.

5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Defendant is domiciled in this District.

### **PARTIES**

6. Plaintiff Fredrick Blodgett is an adult individual residing at 2592 French Camp Rd., Manteca, California 95336.

7. Defendant FAF, Inc. d/b/a Forward Air Transportation Services, Inc., is a truckload carrier formed in the State of Tennessee with its principal place of business at 1915 Snapps Ferry Rd., Building N, Greeneville, Tennessee 37745. Defendant Forward Air primarily serves the air

cargo industry by receiving air cargo and transporting it to the terminal closest to the destination. Defendant Forward Air operates throughout the United States.

8. Defendants DOES 1 through 25 are presently unknown persons and/or entities who had control over the wages, hours, and payroll of Plaintiff and similarly situated individuals.

9. At all times relevant herein, Defendants acted by and through their agents and employees, each of whom acted in the course and scope of their employment with Defendants.

### **FLSA COLLECTIVE ACTION ALLEGATIONS**

10. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

11. Plaintiff brings this action for violations of the FLSA as both an individual and collective action on behalf of Plaintiff and all persons who performed work as truck drivers designated as “independent contractors” by Forward Air who also signed truck lease agreements designating Forward Air as the “Carrier” at any time during the period from three years prior to filing of the complaint to the present (“collective members”). Plaintiff brings this action pursuant to section 216(b) of the FLSA, 29 U.S.C. § 216(b).

12. During all times relevant herein, Plaintiff and collective members were subjected to an unlawful compensation system put in place by Defendant.

13. During the relevant time period, Defendant has employed Plaintiff and collective members as “lease-purchasers” and/or “owner-operators” and misclassified them as independent contractors.

14. Plaintiff and collective members are similarly situated. During the relevant time period, they held similar job titles; performed similar job duties; been paid under similar pay provisions; and are all subject to Defendant’s unlawful policies and practices as described herein.

15. Plaintiff and collective members are numerous. Members of the Collective are estimated to number in hundreds, if not thousands. Forward Air has entered into the Agreements with thousands of persons who thereafter worked for Forward Air as “independent contractors.”

16. Defendant maintains records of its “owner-operators” and/or “lease purchasers” and as such they are readily identifiable by Defendant.

17. Therefore, Plaintiff should be permitted to bring this action as a collective action on behalf of themselves and all other individuals similarly situated pursuant to the “opt-in” provisions of the FLSA.

### **FACTUAL ALLEGATIONS**

18. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

19. Plaintiff Fredrick Blodgett worked for Defendant as an “owner-operator” and/or “lease-purchaser” from approximately July 2015 to October 2017 and was classified by Defendant as an independent contractor.

20. By approximately six months into his employment, Plaintiff was required to create and do business as Big FS, LLC.

21. Defendant’s primary business is the transport of air goods/cargo by truck from terminal to terminal across the United States.

22. Defendant is a motor carrier as defined by the Motor Carrier Act.

23. Plaintiff and collective members worked and/or work for Defendant as commercial truck drivers during the relevant time periods.

24. Defendant has continued to misclassify its “owner-operators” and/or “lease-purchasers” during all relevant times through the present.

25. Plaintiff and collective members have been misclassified by Defendant as independent contractors during the covered period, and are/were in fact Defendant's employees under federal law.

**Misclassification of Owner-Operators and Lease-Purchasers as Independent Contractors**

26. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

27. During the relevant time period, Defendant has engaged in a policy and practice of employing truck drivers and misclassifying them as independent contractors.

28. During all relevant times herein, Defendant has controlled and directed Plaintiff and collective members in the performance of their job duties.

29. During all relevant times herein, Defendant has controlled the meaningful aspects of the business including customer flow and rates, effectively eliminating Plaintiff and collective members' ability to function as independent economic entities.

30. During all relevant times herein, Plaintiff and collective members have entered into lease agreements with companies which regularly contract with Defendant that require Plaintiff and collective members to allow for large weekly deductions from their settlements to cover lease payments in return for the use of one of their trucks. Trucks are in poor shape, lasting approximately one year before needing a replacement truck. Leases extend for periods such as two to three years.

31. Plaintiff and collective members do not gain equity in the trucks during the term of their sublease with Defendant. Until an individual "owner-operator" and/or "lease-purchaser" reaches the end of the lease term and completes purchase of the truck, the "owner-operator" and/or "lease-purchaser" is essentially paying exorbitant fees to borrow equipment.

32. Plaintiff and collective members are compensated based on a number of factors unilaterally determined by Defendant, including but not limited to the distance a load must be hauled, the size and/or weight of the cargo, and the type of cargo.

33. Plaintiff and collective members are not permitted to use their leased truck to carry loads for independent companies that are/were not assigned by and/or through Defendant, even on days Plaintiff and collective members are not assigned work from Defendant.

34. Plaintiff and collective members can only accept loads that have been assigned to them by Defendant.

35. Defendant requires Plaintiff and collective members to have and maintain onboard communications and tracing technology, such as Qualcomm systems. Payment for the required technology is deducted from Plaintiff and collective member's wages or escrow accounts.

36. The onboard communications and tracing technology enables Defendant to locate and track the trucks Plaintiff and collective members drive at all times, and to better control Plaintiff and collective members' schedules and loads.

37. Defendant assigns loads to Plaintiff and collective members through its communications and dispatch system.

38. Plaintiff and collective members have/had little to no ability to refuse assigned loads.

39. When Plaintiff and collective members refuse loads, Defendant can and has required Plaintiff and collective members to sit and extra time for another load, substantially decreasing the amount of money they are able to earn and endangering their ability to meet their lease payment obligations.

40. As Plaintiff and collective members were not permitted to accept loads or jobs from anyone other than Defendant, they had no meaningful opportunity to increase their profit outside of what was offered by Defendant.

41. Although Plaintiff and collective members are required by law to hold commercial driving licenses, they are not required to have special skills uncommon to the over-the-road trucking industry.

42. During all relevant times herein, Plaintiff and members of the Collective have performed the same or substantially similar job duties as are performed by company drivers employed directly by Defendant.

43. Because Defendant controls the rates paid and the available loads, Plaintiff and collective members can do little to increase their profits other than attempt to improve their efficiency within the bounds of the Motor Carrier Act.

44. During all relevant times herein, Plaintiff and collective members are/were economically dependent on Defendant.

45. During all relevant times herein, Defendant directed, provided, and supervised the work performed by Plaintiff and collective members on Defendant's behalf.

**Failure to Pay Plaintiff and Collective Members Minimum Wages for All Hours Worked**

46. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

47. Defendant's pay structure regularly caused Plaintiff and collective members to make less than the minimum wage as set forth by section 206 of the Fair Labor Standards Act, 29 U.S.C. § 206.

48. Defendant has a policy and practice of making regular deductions from Plaintiff and collective members' pay checks for items including but not limited to: lease payments, satellite equipment, insurance, communications equipment and for an escrow account set aside to cover maintenance of the truck.

49. Additionally, Defendant has failed to reimburse Plaintiff and collective members for necessary and reasonable business expenses including but not limited to: costs of fuel, hotels, leasing payments, tires and insurance.

50. Defendant's pay structure, including both deductions made and its failure to reimburse for all necessary and reasonable business expenses, regularly causes/caused Plaintiff and collective members to make wages amounting to less than the federal minimum wage of \$7.25 per hour for all hours worked during a workweek.

## **COUNT I**

### **Violation of the Fair Labor Standards Act ("FLSA")**

#### **Failure to Pay Minimum Wages**

51. Each of the preceding paragraphs is incorporated by reference as though fully set forth herein.

52. At all times relevant herein, Defendant was and continues to be an "employer" of Plaintiff and collective members within the meaning of the FLSA.

53. At all times relevant herein, Plaintiff and collective members were/are "employees" within the meaning of the FLSA.

54. At all times relevant herein, Defendant, as well as Plaintiff and collective members, have been engaged in "commerce" within the meaning of the FLSA, 29 U.S.C. §203.



55. Section 201 of the FLSA, 29 U.S.C. §206, requires employers to minimally compensate employees such as Plaintiff and collective members at the federal minimum wage rate for all hours worked.

56. Defendant has violated and continues to violate the FLSA by willfully failing to compensate Plaintiff and collective members at least the federal minimum wage.

57. As a result of Defendant's company-wide policy and practice of not paying Plaintiff and collective members at least the federally mandated minimum wage for all hours worked, Plaintiff and collective members have been harmed.

### **JURY DEMAND**

58. Plaintiff hereby demands a trial by jury in the above captioned matter.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, on behalf of himself and collective members, respectfully seeks the following relief:

- a. Judgment against Defendant;
- b. All unpaid minimum wages;
- c. Liquidated damages;
- d. Litigation costs, expenses, and attorneys' fees; and
- e. Such other and further relief as this Court deems just and proper.

Dated: February 12, 2018

s/Gregory F. Coleman  
Gregory F. Coleman (TN BPR No. 014092)  
Lisa A. White (TN BPR No. 026658)  
Mark E. Silvey (TN BPR No. 13415)  
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*\*pro hac vice* admission anticipated

Attorneys for Plaintiff

## CIVIL COVER SHEET

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

**I. (a) PLAINTIFFS**

FREDRICK BLODGETT d/b/a BIG FS LLC, on behalf of himself and all others similarly situated

(b) County of Residence of First Listed Plaintiff San Joaquin County, CA  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Gregory F. Coleman, GREG COLEMAN LAW PC, 800 S. Gay Street,  
Suite 1100, Knoxville, TN 37929; T: 865-247-0080

**DEFENDANTS**

FAF, INC. d/b/a FORWARD AIR TRANSPORT SERVICES, INC.,  
and DOES 1-25

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

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

Attorneys (If Known)

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

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

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

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

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

Click here for: [Nature of Suit Code Descriptions.](#)

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

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

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

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
FLSA, USC Sections 201, et seq., and 216 (b), F.R.C.P. 23

Brief description of cause:

Collective action for former and current employees who are owed unpaid wages and overtime compensation

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE

02/12/2018

SIGNATURE OF ATTORNEY OF RECORD

s/Gregory F. Coleman

FOR OFFICE USE ONLY

# INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

## Authority For Civil Cover Sheet

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

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

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

UNITED STATES DISTRICT COURT

for the

Eastern District of Tennessee 



FREDRICK BLODGETT, d/b/a BIG FS LLC, on behalf  
of himself and all others similarly situated,

Plaintiff(s)

V.

FAF, INC., d/b/a FORWARD AIR  
TRANSPORTATION SERVICES, INC., and DOES  
1-25,

Defendant(s)

Civil Action No.

## SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)*

FAF, INC.  
By and through its Registered Agent, Cogency Global, Inc.  
992 Davidson Drive, Suite B  
Nashville, TN 37205-1051

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are: Gregory E. Coleman

Gregory F. Coleman  
GREG COLEMAN LAW PC  
800 S. Gay Street, Suite 1100  
Knoxville, TN 37929  
T: 865-247-0080  
E: [greg@gregcolemanlaw.com](mailto:greg@gregcolemanlaw.com)

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: \_\_\_\_\_

---

*Signature of Clerk or Deputy Clerk*

Civil Action No. \_\_\_\_\_

**PROOF OF SERVICE**

*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* \_\_\_\_\_  
was received by me on *(date)* \_\_\_\_\_.

☐ I personally served the summons on the individual at *(place)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* \_\_\_\_\_  
\_\_\_\_\_, a person of suitable age and discretion who resides there,  
on *(date)* \_\_\_\_\_, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* \_\_\_\_\_, who is  
designated by law to accept service of process on behalf of *(name of organization)* \_\_\_\_\_  
\_\_\_\_\_ on *(date)* \_\_\_\_\_; or

☐ I returned the summons unexecuted because \_\_\_\_\_; or

☐ Other *(specify)*: \_\_\_\_\_

My fees are \$ \_\_\_\_\_ for travel and \$ \_\_\_\_\_ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Server's signature*

\_\_\_\_\_  
*Printed name and title*

\_\_\_\_\_  
*Server's address*

Additional information regarding attempted service, etc: