



necessary, Defendants deny such allegations except admit that Boulange purports to bring a class and collective action lawsuit under the Fair Labor Standards Act (“FLSA”), the New Jersey Wage and Hour Law (“NJWHL”), and the New Jersey Wage Payment Law (“NJWPL”), and that he purports to assert his FLSA claim as a collective action under 29 U.S.C. § 216(b), and purports to assert his NJWHL and NJWPL claims as a class action under Federal Rule of Civil Procedure 23. Defendants further deny that this case can be maintained as a collective or class action and deny that Boulange or anyone who he purports to represent are entitled to any relief requested in the Complaint, or to any other relief.

**“JURISDICTION AND VENUE”**

1. The allegations in paragraph 1 of the Complaint state a legal conclusion to which no response is required. To the extent that a response to the allegations in paragraph 1 of the Complaint is deemed necessary, Defendants deny such allegations.

2. The allegations in paragraph 2 of the Complaint state a legal conclusion to which no response is required. To the extent that a response to the allegations in paragraph 2 of the Complaint is deemed necessary, Defendants deny such allegations.

3. The allegations in paragraph 3 of the Complaint state a legal conclusion to which no response is required. To the extent that a response to the allegations in paragraph 3 of the Complaint is deemed necessary, Defendants deny such allegations.

**“PARTIES”**

4. Based upon information provided by Boulange, Defendants admit the allegations in paragraph 4 of the Complaint.

5. The allegations in paragraph 5 of the Complaint state a legal conclusion to which no response is required. To the extent that a response to the allegations in paragraph 5 of the Complaint is deemed necessary, Defendants deny that Boulange was their employee.

6. Defendants deny the allegations in paragraph 6 of the Complaint, except admit that Flower Foods has its principal place of business at 1919 Flowers Circle, Thomasville, GA.

7. Defendants deny the allegations in paragraph 7 of the Complaint, except admit that FBC of Oxford has its principal place of business at 700 Lincoln Street, Oxford PA.

8. The allegations in paragraph 8 of the Complaint state a legal conclusion to which no response is required. To the extent that a response to the allegations in paragraph 8 of the Complaint is deemed necessary, Defendants deny that they were Boulange's employer.

**“FACTS”**

9. Defendants deny the allegations in paragraph 9 of the Complaint, except admit that FBC of Oxford contracts with independent contractor distributors to sell and distribute fresh baked goods to customers (including grocery stores, mass retailers, fast food chains, cash accounts, and others) located in New Jersey and other states.

10. Defendants deny the allegations in paragraph 10 of the Complaint, except admit that FBC of Oxford contracts with independent contractor distributors to sell and distribute fresh baked goods to customers, and such independent contractor distributors were contractually obligated to follow the terms of their respective Distributor Agreements.

11. Defendants deny the allegations in paragraph 11 of the Complaint, except admit that, from approximately August 11, 2014 to approximately January 23, 2016, Boulange contracted with FBC of Oxford to perform services as an independent distributor and that his territory was located in New Jersey.

12. Defendants deny the allegations in the first sentence of paragraph 12 of the Complaint, except admit that FBC of Oxford contracts with independent contractor distributors to sell and distribute fresh baked goods to customers. The allegations in second sentence of paragraph 12 of the Complaint state a legal conclusion to which no response is required. To the extent that a response to such allegations is deemed necessary, Defendants deny such allegations.

13. Defendants deny the allegations in paragraph 13 of the Complaint.

14. The allegations in paragraph 14 of the Complaint state a legal conclusion to which no response is required. To the extent that a response to the allegations in paragraph 14 of the Complaint is deemed necessary, Defendants deny such allegations.

15. The allegations in paragraph 15 of the Complaint state a legal conclusion to which no response is required. To the extent that a response to the allegations in paragraph 15 of the Complaint is deemed necessary, Defendants deny such allegations.

16. Defendants lack sufficient knowledge or information as to the truth of the allegations on paragraph 16 of the Complaint and therefore deny the allegations in paragraph 16 of the Complaint.

17. Defendants deny the allegations in paragraph 17 of the Complaint, except admit that Boulange and the individuals who he purports to represent did not receive overtime pay during the class period because they were independent contractors and/or otherwise exempt from overtime.

18. Defendants deny the allegations in paragraph 18 of the Complaint, except admit that Boulange and others who he purports to represent reconciled with FBC of Oxford various transactions and authorized deductions on a weekly basis.

**“CLASS/COLLECTIVE ACTION ALLEGATIONS”**

19. The allegations in paragraph 19 of the Complaint state introductory material and/or a legal conclusion to which no response is required. To the extent that a response to the allegations in paragraph 19 of the Complaint is deemed necessary, Defendants deny such allegations, except admit that Boulange purports to bring his FLSA claim as a collective action on behalf of “all other individuals who, within the past three years, performed work in the United States as Distributors pursuant to a Distributor Agreement (or similar document) with Flowers Baking Co. of Oxford, Inc., Flowers Foods, Inc., and or any of their affiliated companies.” Defendants further deny that this case can be maintained as a collective or class action and deny that Boulange or anyone who he purports to represent are entitled to any relief requested in the Complaint, or to any other relief.

20. The allegations in paragraph 20 of the Complaint state introductory material and/or a legal conclusion to which no response is required. To the extent that a response to the allegations in paragraph 20 of the Complaint is deemed necessary, Defendants deny such allegations.

21. The allegations in paragraph 21 of the Complaint state introductory material and/or a legal conclusion to which no response is required. To the extent that a response to the allegations in paragraph 21 of the Complaint is deemed necessary, Defendants deny such allegations, except admit that Boulange purports to bring his NJWHL claim as a class action on behalf of “all other individuals who, within the past two years, performed work in New Jersey as Distributors pursuant to a Distributor Agreement (or similar document) with Flowers Baking Co. of Oxford, Inc., Flowers Foods, Inc., and or any of their affiliated companies.” Defendants further deny that this case can be maintained as a class action and deny that Boulange or anyone

who he purports to represent are entitled to any relief requested in the Complaint, or to any other relief.

22. The allegations in paragraph 22 of the Complaint state introductory material and/or a legal conclusion to which no response is required. To the extent that a response to the allegations in paragraph 22 of the Complaint is deemed necessary, Defendants deny such allegations, except admit that Boulange purports to bring his NJWPL claim as a class action on behalf of “all other individuals who, within the past six years, performed work in New Jersey as Distributors pursuant to a Distributor Agreement (or similar document) with Flowers Baking Co. of Oxford, Inc., Flowers Foods, Inc., and or any of their affiliated companies.” Defendants further deny that this case can be maintained as a class action and deny that Boulange or anyone who he purports to represent are entitled to any relief requested in the Complaint, or to any other relief.

23. The allegations in paragraph 23 of the Complaint state a legal conclusion to which no response is required. To the extent that a response to the allegations in paragraph 23 of the Complaint is deemed necessary, Defendants deny such allegations, and further deny that this case can be maintained as a collective or class action and deny that Boulange or anyone who he purports to represent are entitled to any relief requested in the Complaint, or to any other relief.

24. Defendants deny the allegations in paragraph 24 of the Complaint, except admit that Boulange purports to represent hundreds of individuals. Defendants further deny that this case can be maintained as a collective or class action and deny that Boulange or anyone who he purports to represent are entitled to any relief requested in the Complaint, or to any other relief.

25. Defendants deny the allegations in paragraph 25 of the Complaint. Defendants further deny that this case can be maintained as a collective or class action and deny that Boulange or anyone who he purports to represent are entitled to any relief requested in the Complaint, or to any other relief.

26. Defendants deny the allegations in paragraph 26 of the Complaint, except admit that Boulange purports that his lawyers will fairly and adequately represent the individuals who he purports to represent. Defendants deny that Boulange will adequately represent the interests of the class.

27. Defendants deny the allegations in paragraph 27 of the Complaint. Defendants further deny that this case can be maintained as a collective or class action and deny that Boulange or anyone who he purports to represent are entitled to any relief requested in the Complaint, or to any other relief.

28. The allegations in paragraph 28 of the Complaint state a legal conclusion to which no response is required. To the extent that a response to the allegations in paragraph 28 of the Complaint is deemed necessary, Defendants deny such allegations, and further deny that this case can be maintained as a collective or class action and deny that Boulange or anyone who he purports to represent are entitled to any relief requested in the Complaint, or to any other relief.

**“COUNT I**  
**(Alleging FLSA Violations)”**

29. Defendants incorporate all previous paragraphs as though fully set forth herein.

30. The allegations in paragraph 30 of the Complaint state a legal conclusion to which no response is required. To the extent that a response to the allegations in paragraph 30

of the Complaint is deemed necessary, Defendants refer to the FLSA for the true meaning thereof.

31. Defendants deny the allegations in paragraph 31 of the Complaint.

32. Defendants deny the allegations in paragraph 32 of the Complaint.

**“COUNT II**  
**(Alleging New Jersey Wage and Hour Law Violations)”**

33. Defendants incorporate all previous paragraphs as though fully set forth herein.

34. The allegations in paragraph 34 of the Complaint state a legal conclusion to which no response is required. To the extent that a response to the allegations in paragraph 34 of the Complaint is deemed necessary, Defendants refer to the NJWHL for the true meaning thereof.

35. Defendants deny the allegations in paragraph 35 of the Complaint.

**“COUNT III**  
**(Alleging New Jersey Wage Payment Law Violations)”**

36. Defendants incorporate all previous paragraphs as though fully set forth herein.

37. The allegations in paragraph 37 of the Complaint state a legal conclusion to which no response is required. To the extent that a response to the allegations in paragraph 37 of the Complaint is deemed necessary, Defendants refer to the NJWPL for the true meaning thereof.

38. The allegations in paragraph 38 of the Complaint state a legal conclusion to which no response is required. To the extent that a response to the allegations in paragraph 38 of the Complaint is deemed necessary, Defendants refer to the NJWPL for the true meaning thereof.

39. Defendants deny the allegations in paragraph 39 of the Complaint.

**JURY DEMAND**

Defendants admit that the Complaint contains a jury demand.

**PRAYER FOR RELIEF**

Defendants deny that Boulange or anyone who he purports to represent is entitled to any relief requested in the “WHEREFORE” clause on pages 7 and 8 of the Complaint, including subparts (A) through (F), or to any other relief.

**GENERAL DENIAL**

Defendants deny each and every allegation in the Complaint not specifically admitted herein.

**ADDITIONAL DEFENSES**

As for separate defenses to the Complaint, and without conceding that Defendants bear the burden of proof or persuasion as to any of them, except as required by applicable law with respect to the defense asserted, Defendants state as follows:

**FIRST DEFENSE**

The Complaint fails to state a claim upon which relief may be granted.

**SECOND DEFENSE**

Boulange’s claims, and the claims of the individuals he purports to represent, are barred to the extent the Court lacks jurisdiction over Flowers Foods and to the extent Flowers Foods is not a real party in interest.

Flowers Foods owns approximately forty-five (45) baking subsidiaries, including FBC of Oxford. Flowers Foods does not conduct any significant activities in New Jersey and does not exercise any day-to-day control over FBC of Oxford, nor has it done so at any time relevant to this case. Neither does Flowers Foods have (nor did it ever have) any contractual or employment relationship with Boulange or those individuals he purports to represent. As such, Flowers

Foods has insufficient contacts with the State of New Jersey to allow this Court to assert personal jurisdiction under either the doctrine of general jurisdiction or specific jurisdiction.

**THIRD DEFENSE**

Plaintiffs' claims, and the claims of the individuals he purports to represent, against Flowers Foods are barred because Flowers Foods never had a contractual or employment relationship with Boulange or those individuals he purports to represent.

**FOURTH DEFENSE**

Flowers Foods is improperly joined in this action because Flowers Foods was not Plaintiffs' "employer" or the "employer" of those individuals who Boulange purports to represent.

**FIFTH DEFENSE**

Boulange and those individuals he purports to represent cannot recover under the FLSA, NJWHL, or NJWPL because they are not "employees" under the FLSA, NJWHL, or NJWPL.

**SIXTH DEFENSE**

Boulange's claims, and the claims of the individuals he purports to represent, must be dismissed because, even assuming, *arguendo*, he and those individuals he seeks to represent are "employees," which is denied, he and the individuals he purports to represent cannot assert claims for overtime under the NJWHL because they are/were retained by an enterprise engaged in commerce in the production of goods, as defined by the FLSA, and thus such claims are preempted by the FLSA.

**SEVENTH DEFENSE**

Boulange's claims, and the claims of the individuals he purports to represent, in whole or in part, fail to state a claim upon which relief can be granted to the extent he did not receive

“wages” as defined by the FLSA, NJWHL or NJWPL to the extent any such deductions constitute loans, advancements, or pre-payments.

**EIGHTH DEFENSE**

Boulangé’s claims, and the claims of the individuals he purports to represent, are barred, at least in part, by the contractual limitations of damages provisions to which they agreed in their Distributor Agreements.

**NINTH DEFENSE**

Boulangé’s claims, and the claims of the individuals he purports to represent, are barred to the extent Boulangé and those individuals he seeks to represent authorized the alleged deductions.

**TENTH DEFENSE**

Boulangé’s claims, and the claims of those individuals he purports to represent, are barred, at least in part, by the doctrine of waiver in that they failed to notify Defendants of such claims within the time frames specified in their Distributor Agreements.

**ELEVENTH DEFENSE**

Boulangé’s claims, and the claims of those individuals he purports to represent, are barred, at least in part, by the contractual statute of limitations set forth in their Distributor Agreements.

**TWELFTH DEFENSE**

Boulangé’s claims, and the claims of those individuals he purports to represent, are barred, at least in part, by the applicable statute of limitations under the FLSA, the NJWHL, and the NJWPL.

**THIRTEENTH DEFENSE**

Boulangé's claims are barred to the extent he lacks standing to represent putative class members. Further, Boulangé's claims on behalf of any former distributors are barred because such individuals lack standing with respect to their claims for declaratory and injunctive relief.

**FOURTEENTH DEFENSE**

Boulangé's claims, and the claims of those individuals he purports to represent, are barred by the doctrines of release and waiver to the extent they executed a valid release and waiver in exchange for consideration.

**FIFTEENTH DEFENSE**

Boulangé's claims, and the claims of those individuals he purports to represent, are barred, at least in part, under the doctrines of accord and satisfaction, payment, or set off, to the extent they have been fully compensated for any wages owed and, by accepting the payments made to them, have effectuated an accord and satisfaction of their claims.

**SIXTEENTH DEFENSE**

If any damages have been sustained by Boulangé, or by any of those individuals he purports to represent, which is denied, Defendants are entitled under the equitable doctrine of setoff or recoupment to offset all obligations owed by Boulangé and those individuals he purports to represent to Defendants against any judgment that may be entered against one or more Defendants.

**SEVENTEENTH DEFENSE**

Boulangé's claims, and the claims of those individuals he purports to represent, are barred, at least in part, by the doctrine of judicial estoppel, including to the extent they have filed

for bankruptcy and not disclosed the claims asserted herein as assets of the bankruptcy estate in the bankruptcy petition or attached schedules.

**EIGHTEENTH DEFENSE**

Boulangé's claims, and the claims of those individuals he purports to represent, are barred, at least in part, because they knowingly submitted to and acquiesced in the obligations and relationship set forth in their Distributor Agreements, from which they have received and accepted financial benefits.

**NINETEENTH DEFENSE**

Boulangé's claims, and the claims of those individuals he purports to represent, should be estopped from asserting claims that they may have against Defendants to the extent they have continued to do business with FBC of Oxford.

**TWENTIETH DEFENSE**

Neither Boulangé nor those individuals he purports to represent are "similarly situated" under the FLSA, 29 U.S.C. §§ 201-219, as amended by the Portal-to-Portal Act, *id.* §§ 51-62.

**TWENTY-FIRST DEFENSE**

Assuming, *arguendo*, Boulangé and those individuals he purports to represent are employees under the FLSA and/or the NJWHL, which is denied, their claims for overtime and all associated costs, expenses, and fees are barred due to the "Outside Sales" Exemption set forth in the FLSA and the NJWHL.

**TWENTY-SECOND DEFENSE**

Assuming, *arguendo*, Boulangé and those individuals he purports to represent are employees under the FLSA and the NJWHL, which is denied, Plaintiffs' claims for overtime and

all associated costs, expenses, and fees are barred by the Motor Carrier Exemption set forth in the FLSA and the Trucking Industry Employer Exemption set forth in the NJWHL.

**TWENTY-THIRD DEFENSE**

Assuming, *arguendo*, Boulange and those individuals he purports to represent are subject to the FLSA and the NJWHL, which is denied, and assuming, *arguendo*, Plaintiffs and those individuals he purports to represent do not fall within any exemption to the FLSA or the NJWHL, which is denied, some or all of the time worked by Boulange and those individuals he purports to represent is not compensable under the provisions of the Portal-to-Portal Act, 29 U.S.C. §§ 251-62 and the NJWHL, nor are they entitled to pre-judgment interest on these claims.

**TWENTY-FOURTH DEFENSE**

Boulange and those individuals he purports to represent may not recover liquidated damages because neither Flowers Foods nor FBC of Oxford, or any officers, directors, managers, or agents of either, committed any willful violation of the overtime provisions of the FLSA, nor did they ratify any such violation.

**TWENTY-FIFTH DEFENSE**

This Court lacks jurisdiction over the claims of certain distributors Boulange seeks to represent because such distributors are bound to arbitrate their claims under an applicable arbitration agreement.

**TWENTY-SIXTH DEFENSE**

Assuming, *arguendo*, Boulange and those individuals he purports to represent are employees under the FLSA, which is denied, and further assuming, *arguendo*, Boulange and those individuals he purports to represent could establish actual claims, which is denied, Boulange and those individuals he purports to represent are not entitled to liquidated damages

because, under Section 11 of the Portal-to-Portal Act, Flowers Foods and FBC of Oxford acted in good faith and have reasonable grounds for believing that the alleged act or omission was not a violation of the FLSA.

**TWENTY-SEVENTH DEFENSE**

Assuming, *arguendo*, Boulange and those individuals he purports to represent are employees under the FLSA, which is denied, Boulange and those individuals he purports to represent are not entitled to liquidated damages because neither Flowers Foods, FBC of Oxford, nor any of their officers, directors, managers, or agents, knew or intended that alleged acts or omissions, which Flowers Foods and FBC of Oxford deny, were prohibited by the FLSA. Neither did Flowers Foods nor FBC of Oxford show reckless indifference to or disregard for the requirements of the FLSA, nor did they ratify any such acts or omissions.

**TWENTY-EIGHTH DEFENSE**

Boulange and those individuals he purports to represent are not entitled to liquidated damages because, at all relevant times, Flowers Foods and FBC of Oxford honestly intended to ascertain the FLSA's requirements and to comply with them.

**TWENTY-NINTH DEFENSE**

Boulange's claims on behalf of those individuals he purports to represent are barred by failing to satisfy the opt-in requirements of 29 U.S.C. § 216(b).

**THIRTIETH DEFENSE**

The alleged claims of Boulange are neither common nor typical of those, if any, pertaining to the class he purports to represent, the existence of which is expressly denied.

**THIRTY-FIRST DEFENSE**

Boulange is not an adequate representative of those individuals he purports to represent.

**THIRTY-SECOND DEFENSE**

Some or all of the purported claims in the Complaint are barred because Boulange has not and cannot show that collective or class action treatment is superior to other available methods for the fair and efficient adjudication of this controversy. Further, Rule 23 treatment of Plaintiffs' claims under the NJWHL and NJWPL must be denied because Rule 23 treatment is not superior to other available methods for the fair and effective adjudication of this controversy.

**THIRTY-THIRD DEFENSE**

Boulange's claims cannot be properly joined with the claims of any individuals he purports to represent because their claims are individualized and fact-specific and do not arise out of a common set of facts.

**THIRTY-FOURTH DEFENSE**

Some or all of the purported claims in the Complaint are barred because the purported class members are not so numerous that joinder of each member would be impracticable.

**THIRTY-FIFTH DEFENSE**

The forms of compensation sought by Boulange and those individuals he purports to represent do not constitute wages or wages due and payable under the NJWHL and NJWPL, and any compensation allegedly due to Boulange or those individuals he purports to represent which Defendants allegedly withheld, which is denied, was withheld in good faith pursuant to a *bona fide* dispute. As a result, Boulange and those individuals he purports to represent are not entitled to any award concerning this claim, including any alleged wages, any form of enhanced damages, any award of attorneys' fees, and any award of costs or expenses.

**THIRTY-SIXTH DEFENSE**

To the extent Boulange's Rule 23 class includes individuals who contracted with an entity other than FBC of Oxford, which is denied, his claims against that entity must be dismissed for failure to join an indispensable party under Rule 19.

**THIRTY-SEVENTH DEFENSE**

Boulange's claims, and the claims of those individuals he purports to represent, are barred, at least in part, because such claims arise against CK Sales Co., LLC and/or Lepage Bakeries Park Street, LLC, and such claims therefore must be dismissed for failure to join an indispensable party under Rule 19.

**THIRTY-EIGHTH DEFENSE**

Boulange's claims, and the claims of those individuals he purports to represent, are preempted, in whole or in part, by federal law, including the Federal Aviation Administration Authorization Act of 1994 ("FAAAA").

**THIRTY-NINTH DEFENSE**

Venue is improper in this Court because Boulange's claims, and the claims of those individuals he purports to represent, are subject to a forum selection clause.

**FORTIETH DEFENSE**

Boulange's claims, and the claims of those individuals he purports to represent, are barred to the extent the Court lacks jurisdiction due to contractual choice of forum provisions in their distributor agreements.

**FORTY-FIRST DEFENSE**

Boulangé's claims, and the claims of those individuals he purports to represent, are barred to the extent that others have asserted such claims in one or more prior action, and the Court therefore lacks jurisdiction under the "first filed" doctrine.

**FORTY-SECOND DEFENSE**

Boulangé and those individuals he purports to represent failed to mitigate or reasonably attempt to mitigate their alleged damages, if any, as required by law.

**RESERVATION OF RIGHTS**

Defendants reserve the right to assert any and all additional defenses as may be appropriate based on continuing investigation and discovery.

**WHEREFORE**, Defendants request that the Court enter judgment dismissing the Complaint with prejudice; grant to Defendants their costs and attorneys' fees; and grant to Defendants such other relief as the Court may deem just and proper.

Respectfully Submitted,

**OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.**

By: /s Mark Diana  
Mark Diana, Esq.  
Robin Koshy, Esq.  
Aaron Warshaw, Esq. (*pro hac vice* to be filed)  
10 Madison Avenue, Suite 400  
Morristown, New Jersey 07960  
Telephone: (973) 656-1600  
Facsimile: (973) 656-1611  
*Attorneys for Defendants*

Dated: May 5, 2016

**DEMAND FOR STATEMENT OF DAMAGES**

Pursuant to Rule 8.1 of the Local Rules of the District of New Jersey, Defendants demand a written statement of the amount of damages claimed by Plaintiff within ten (10) days of service of the within Answer.

Respectfully Submitted,

**OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.**

By: /s Mark Diana  
Mark Diana, Esq.  
Robin Koshy, Esq.  
Aaron Warshaw, Esq. (*pro hac vice* to be filed)  
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Morristown, New Jersey 07960  
Telephone: (973) 656-1600  
Facsimile: (973) 656-1611  
*Attorneys for Defendants*

Dated: May 5, 2016

**CERTIFICATION PURSUANT TO LOCAL RULE 11.2**

I, Mark Diana, Esq., counsel for Defendants, certify that the matter in controversy may be the subject of another action entitled *Matthew Carr, Terry Carr, David Tumblin and Gregory Brown, individually and on behalf of all similarly situated individuals v. Flowers Foods, Inc. and Flowers Baking Co. of Oxford, LLC*, Civil Action No.: 2:15-cv-06391-LS, pending in the United States District Court for the Eastern District of Pennsylvania, and that the matter in controversy is not the subject of any other court proceeding, or of any pending arbitration or administrative proceeding.

Respectfully Submitted,

**OGLETREE, DEAKINS, NASH,  
SMOAK & STEWART, P.C.**

By: /s Mark Diana  
Mark Diana, Esq.  
Robin Koshy, Esq.  
Aaron Warshaw, Esq. (*pro hac vice* to be filed)  
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Dated: May 5, 2016

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*Attorneys for Defendants*

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

-----	X	
LUKE BOULANGE, on behalf of himself	:	Hon. Noel L. Hillman
and all others similarly situated,	:	Civ. Action No.: 1:16-cv-01681-NLH-AMD
	:	
Plaintiff,	:	<b>CERTIFICATE OF SERVICE</b>
	:	
v.	:	
	:	<b>Document Filed Electronically</b>
FLOWERS FOODS, INC. and FLOWERS	:	
BAKING CO. OF OXFORD, INC.,	:	
	:	
Defendants.	:	
-----	X	

I am an attorney licensed to practice before this Court and not a party to this action. I certify that, on this date, I caused a copy of the foregoing Defendants' Answer and Separate Defenses, Demand for Statement of Damages, and Certification Pursuant to Local Rule 11.2 to be electronically filed with the Clerk of the District Court and Plaintiff's counsel in accordance with the Federal Rules of Civil Procedure, and/or the District of New Jersey's Local Rules and/or the District of New Jersey's Rules on Electronic Service. Such documents are available for viewing and downloading from the ECF system.

I hereby certify under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge.

/s Mark Diana  
Mark Diana, Esq.

Dated: May 5, 2016