

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION**

**FRUIT OF THE LOOM, INC. and)
RUSSELL BRANDS, LLC)**

Plaintiffs,)

vs.)

LONNIE C. BISHOP,)

Defendant.)

CIVIL ACTION NO.

2:10-cv-1058-MHT

AMENDED COMPLAINT

Plaintiffs are filing this amended complaint pursuant to this Court’s order of December 20, 2010.

1. Fruit of the Loom, Inc. (“Fruit of the Loom”) is a corporation organized under the laws of Delaware with its principal place of business in Kentucky.

2. Russell Brand, LLC (“Russell”) is a limited liability company organized under the laws of Delaware with its principal place of business in Kentucky.

3. The sole member of Russell is Union Underwear Company, Inc.,

which is a corporation organized under the laws of Delaware with its principal place of business in Kentucky.

4. Union Underwear Company, Inc. is a wholly owned subsidiary of Fruit of the Loom, Inc.

5. Lonnie C. Bishop (“Bishop”) is a citizen of either Alabama or South Carolina.

6. This Court has jurisdiction of this action pursuant to 28 U.S.C. §1332 because complete diversity of citizenship exists between the Plaintiffs and each Defendant, and the amount in controversy exceeds \$75,000, exclusive of interest and costs.

7. Fruit of the Loom, through its operating companies, including Russell, manufactures and sells basic apparel; activewear; sporting goods; decorated and undecorated sportswear; licensed sportswear; hosiery; and decorated and undecorated children’s underwear (hereinafter referred to as “Competitive Products”).

8. Bishop was hired by Russell on July 12, 1993. On January 17, 2007 he became the Manager of a Distribution Center in Montgomery, Alabama. He held this position until he resigned from Russell effective November 22, 2010.

9. During his 17 years of employment with Russell, Bishop gained particular knowledge and experience involving the manufacturing and sale of Competitive Products. For example, in November 2010 he participated in a conference call with key customers of activewear products to discuss servicing and distribution issues. On November 5, 2010 he met with representatives of a large activewear customer; led them on a tour of the Montgomery distribution center; and discussed with them in detail various customer service and delivery issues. From November 16 through November 18, 2010 Bishop, along with other key manufacturing and distribution managers, attended a Fruit of the Loom “Goals and Initiatives Managers Meeting” in Bowling Green, Kentucky. During that meeting he attended briefings by the Chief Executive Officer; the Executive Vice President of Manufacturing; the Senior Vice President of Finance; and approximately 40 other people regarding highly proprietary matters such as Fruit of the Loom’s non-public financial statements; plans for the future; sales performance; strategies; costs; goals; initiatives; and operations issues.

10. While employed with Russell, Bishop was deeply involved in developing a proprietary method of picking and packing inventory to be shipped directly to retail stores, such as Target. He was also involved in the implementation of a new and proprietary computerized method of processing product through the distribution center directly to retailers such as Target,

Michaels, and Kohl's. He had direct contact with retailers who bought products from Russell, and has thorough knowledge of systems developed by Russell and Fruit of the Loom to gain competitive advantages in selling to these retailers.

11. On July 12, 2010, Bishop signed a Trade Secrets and Non-Competition Agreement (“the Agreement”), which is attached as Exhibit 1. In this Agreement Bishop agreed that for a period of 12 months following the termination of his employment by Russell, he would not solicit or participate in soliciting any retailer, wholesaler, distributor, or other entity which purchased Fruit of the Loom or Russell products while he was employed with Russell to decrease its level of business or discontinue doing business with Russell. He also agreed that during this 12 month period he would not work for any competitor of Russell or Fruit of the Loom in an area, position, or capacity in which he gained particular knowledge or experience during his employment with Russell involving the sale, design, or manufacturing of Competitive Products. See Exhibit 1 at ¶5(a)(ii). The Agreement defines “competitor” as any company that sells, designs, or manufactures Competitive Products. See Exhibit 1 at ¶5(b)(i). Gildan Activewear, Inc. (“Gildan”) is expressly identified in the Agreement as a competitor.

12. Gildan designs, manufacturers, and sells basic apparel, activewear, hosiery, and decorated or undecorated children's underwear that competes with

products sold by Fruit of the Loom and Russell. The apparel industry is highly competitive and Fruit of the Loom, Russell, Gildan and others compete for a finite amount of business in the United States.

13. Fruit of the Loom and Russell suspected that Bishop resigned his position with Russell to go to work for Gildan. To allay its suspicions, Russell sent a letter to Bishop on November 30, 2010, a copy of which is attached as Exhibit 2. To date Russell has not received a written response to this letter. It has, however, received a voicemail message from an attorney representing Bishop.

14. On November 30, 2010 Fruit of the Loom also sent a letter to Gildan advising it of Bishop's non-compete agreement. That letter is attached as Exhibit 3.

15. Attached as Exhibit 4 is Gildan's response to the letter from Fruit of the Loom. Gildan admits that Bishop began working for it effective November 29, 2010. Gildan stated that his position is "Senior Operations Manager – Shipping" and that he is working at a Retail Distribution Center in Charleston, South Carolina.

16. Bishop's employment with Gildan is in a position or capacity in which he gained particular knowledge or experience during his employment with Russell involving the manufacture and sale of Competitive Products.

**COUNT ONE
BREACH OF CONTRACT**

17. Bishop has breached the Agreement by working for Gildan. His actions have caused, and will continue to cause, harm to Fruit of the Loom and Russell. The harm suffered by Fruit of the Loom and Russell as a result of Bishop's actions is immediate, irreparable, and incapable of being measured solely in terms of monetary damages, thereby leaving no adequate remedy at law for said harm to Plaintiffs.

WHEREFORE, Plaintiffs respectfully request this Court to grant the following relief:

- a. After a hearing, issue a preliminary injunction prohibiting Bishop from continuing to work for Gildan in violation of the terms of the Agreement;
- b. After trial, permanently enjoin Bishop from violating the Agreement for the full one year period thereof;
- c. Award damages to Fruit of the Loom and Russell as a result of Bishop's breach of the Agreement, including, but not limited to, attorney's fees and costs of litigation, in a sum greater than

\$75,000; and

- d. Such other relief as the Court deems just and proper.

s/ Jay St. Clair

Jay St. Clair

LITTLER MENDELSON, P.C.

420 20th Street North, Suite 2300

Birmingham, AL 35203

Telephone: 205.421.4777

Facsimile: 205.449.8446

Email: jstclair@littler.com

Attorney for Plaintiffs

Fruit of the Loom, Inc. and

Russell Brands, LLC

CERTIFICATE OF SERVICE

I hereby certify that on December 21, 2010 I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following:

None.

and I hereby certify that I have mailed by United States Postal Service the document to the following non-CM/ECF participants.

Lonnie C. Bishop
1780 Emerald Mountain Parkway
Wetumpka, Alabama 36093

s/Jay St. Clair

OF COUNSEL