

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MISSOURI**

**DON BROOKS, ALEXANDRIA JOHNSON,  
& JOHN TROAST**

**On behalf of themselves  
and all others similarly situated,**

**Plaintiffs,**

**v.**

**C.H. ROBINSON  
INTERNATIONAL, INC., *et al.*,**

**Defendants.**

**AMENDED COMPLAINT**

**JURY TRIAL DEMANDED**

**Civ. No.: 4:16-cv-00939-HFS**

**AMENDED COMPLAINT  
Collective Action Under the FLSA**

**COMES NOW** the Plaintiffs, Don Brooks (“Brooks”), Alexandria Johnson (“Johnson”), and John Troast (“Troast”) on behalf of themselves and all others similarly situated, by and through counsel, and hereby set forth this representative action for violation of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 216(b); for violation of the Missouri Minimum Wage Law (“MMWL”), R.S.Mo. § 290.500, *et seq.*; and for certain state common law claims as follows:

1. Plaintiffs bring this action against Defendants C.H. Robinson International, Inc. (“C.H. Robinson Int’l”), C.H. Robinson Company (“C.H. Robinson Co.”), C.H. Robinson Worldwide, Inc. (“C.H. Robinson Worldwide”), and Freightquote.com, Inc. (“Freightquote”) (collectively “C.H. Robinson” or “Defendant”), for unpaid wages, including straight time and overtime compensation and related penalties and damages. As of early 2015, the C.H. Robinson entities have owned and operated Freightquote and Freightquote acts as a division of C.H. Robinson. See <http://www.freightquote.com/about/> (last visited on August 23, 2016). Defendants’ practices and policies are to willfully fail and refuse to properly pay all compensation, including straight time

and overtime compensation due Plaintiffs, and all other similarly situated employees, who work or worked at Defendants' locations throughout the United States.

2. This matter is brought on behalf of three separate types of employees who Plaintiffs allege were illegally misclassified as exempt employees and were denied compensation for hours worked in excess of forty hours in a workweek at the rates required by the FLSA and the MMWL:

- a. **Account Coordinators:** These are individuals who performed sales related job duties in support of Freightquote/C.H. Robinson's freight broking activities who worked for Freightquote and/or C.H. Robinson during the statutory period. This category is not limited to employees with the job title of "Account Coordinator," but also includes any other employees with any other job titles, permitted that such employees are performing similar primary job duties. Plaintiff Brooks was employed by Defendant as an Account Coordinator and, like all other Account Coordinators and similarly titled employees, he was misclassified as an exempt employee. Plaintiff Brooks and other similarly situated employees with similar job titles and duties regularly worked in excess of forty hours in a workweek without receiving overtime compensation at a rate of one and one-half times their regular rate of pay for all hours worked in excess of forty in a workweek in violation of the FLSA, 29 U.S.C. § 203 *et seq.*; the MMWL, R.S.Mo. § 290.500, *et seq.*; and state common law.
- b. **Freight Brokers:** These are individuals who performed sales related job duties for Freightquote and/or C.H. Robinson during the statutory period. This category is not limited to employees with the job title of "Freight

Broker,” but also includes any other employees with any other job titles, permitted that such employees are performing similar primary job duties. Plaintiffs Johnson and Troast were employed by Defendant as Freight Brokers and, like all other Freight Brokers and similarly titled employees, they were misclassified as exempt employees. Plaintiffs Johnson and Troast and other similarly situated employees with similar job titles and duties regularly worked in excess of forty hours in a workweek without receiving overtime compensation at a rate of one and one-half times their regular rate of pay for all hours worked in excess of forty in a workweek in violation of the FLSA, 29 U.S.C. § 203 *et seq.*; the MMWL, R.S.Mo. § 290.500, *et seq.*; and state common law.

- c. **Truckload Coverage Specialists:** These are individuals who performed sales related job duties for Freightquote and/or C.H. Robinson during the statutory period. This category is not limited to employees with the job title of “Truckload Coverage Specialist,” but also includes any other employees with any other job titles, permitted that such employees are performing similar primary job duties. Plaintiff Troast was employed by Defendant as a Truckload Coverage Specialist and, like all other Truckload Coverage Specialists and similarly titled employees, he was misclassified as an exempt employee. Plaintiff Troast and other similarly situated employees with similar job titles and duties regularly worked in excess of forty hours in a workweek without receiving overtime compensation at a rate of one and one-half times their regular rate of pay for all hours worked in excess

of forty in a workweek in violation of the FLSA, 29 U.S.C. § 203 *et seq.*;  
the MMWL, R.S.Mo. § 290.500, *et seq.*; and state common law.

3. Account Coordinators were improperly classified as exempt employees pursuant to the FLSA. Account Coordinators' primary duties did not involve the performance of exempt duties. Account Coordinators regularly suffered or were permitted to work by Defendants in excess of forty hours in a workweek without being compensated at the applicable legal rates in violation of the FLSA. Defendants failed, and continue to fail, to compensate these employees for all hours worked in excess of forty hours in a workweek. Doing so denies such persons of compensation for all straight time and overtime pay, and it is in direct violation of the FLSA, 29 U.S.C. §201 *et seq.*; the MMWL, R.S.Mo. § 290.500, *et seq.*; and state common law. Defendants' conduct was willful in that they knew that their payroll policies, practices and/or procedures were in violation of the FLSA, the MMWL, and state common law, or they showed reckless disregard with regards to whether such policies, practices and/or procedures were in violation of the FLSA, the MMWL, and state common law.

4. Freight Brokers were improperly classified as exempt employees pursuant to the FLSA. Freight Brokers' primary duties did not involve the performance of exempt duties. Freight Brokers regularly suffered or were permitted to work by Defendants in excess of forty hours in a workweek without being compensated at the applicable legal rates in violation of the FLSA. Defendants failed, and continue to fail, to compensate these employees for all hours worked in excess of forty hours in a workweek. Doing so denies such persons compensation for all straight time and overtime pay, and it is in direct violation of the FLSA, 29 U.S.C. §201 *et seq.* Defendants' conduct was willful in that they knew that their payroll policies, practices and/or procedures were in violation of the FLSA or they showed reckless disregard with regards to whether such policies,

practices and/or procedures were in violation of the FLSA.

5. Truckload Coverage Specialists were improperly classified as exempt employees pursuant to the FLSA. Truckload Coverage Specialists' primary duties did not involve the performance of exempt duties. Truckload Coverage Specialists regularly suffered or were permitted to work by Defendants in excess of forty hours in a workweek without being compensated at the applicable legal rates in violation of the FLSA. Defendants failed, and continue to fail, to compensate these employees for all hours worked in excess of forty hours in a workweek. Doing so denies such persons of compensation for all straight time and overtime pay, and it is in direct violation of the FLSA, 29 U.S.C. §201 et seq.; the MMWL, R.S.Mo. § 290.500, *et seq.*; and state common law. Defendants' conduct was willful in that they knew that their payroll policies, practices, and/or procedures were in violation of the FLSA, the MMWL, and state common law, or they showed reckless disregard with regards to whether such policies, practices, and/or procedures were in violation of the FLSA, the MMWL, and state common law.

6. Defendants' practices are in direct violation of the FLSA, the MMWL, and state common law, and Plaintiffs seek compensation on behalf of themselves and all others similarly situated for work performed, straight time and overtime premiums for all overtime work required, suffered, or permitted by Defendants; liquidated and/or other damages as permitted by applicable law; and attorney's fees, costs, and expenses incurred in this action.

### **PARTIES**

7. Plaintiff Brooks currently resides in Johnson County, Kansas. During Plaintiff Brooks's employment, he worked at Defendants' business location in Lenexa, Kansas and Defendant's business location in Kansas City, Missouri. Plaintiff Brooks's Consent to Join pursuant to 29 U.S.C. § 216(b) was filed with Plaintiffs' original complaint. (Doc. 1-1).

8. Plaintiff Johnson currently resides in Cass County, Missouri. During Plaintiff Johnson's employment, she worked at Defendants' business location in Kansas City, Missouri. Plaintiff Johnson's Consent to Join pursuant to 29 U.S.C. § 216(b) was filed with Plaintiffs' original complaint. (Doc. 1-2)

9. Plaintiff Troast currently resides in Johnson County, Kansas. During Plaintiff Troast's employment, he worked at Defendants' business location in Kansas City, Missouri. Plaintiff Troast's Consent to Join pursuant to 29 U.S.C. § 216(b) as a Freight Broker was previously filed. (Doc. 23). Plaintiff Troast's amended Consent to Join is attached hereto as *Exhibit A*.

10. Defendant C.H. Robinson is one of the world's largest third party logistics (3PL) providers, with 2015 gross revenues of \$13.5 billion. Defendants C.H. Robinson Co., C.H. Robinson Worldwide, Inc., and C.H. Robinson Int'l maintain a corporate office located at 901 West Carondelet Dr. W, Kansas City, Missouri 64114. Defendant C.H. Robinson Worldwide, Inc. is a Delaware Company who is not registered with the State of Missouri even though it maintains a corporate office within the State. Defendant C.H. Robinson Int'l is a Minnesota Company registered and in good standing to do business in the state of Missouri. Service of process may be achieved by serving Defendant C.H. Robinson's registered agent, CSC-Lawyers Incorporating Service Company, 221 Bolivar St., Jefferson City, MO 65101. Defendant C.H. Robinson Co. is a Delaware Company registered and in good standing to do business in the state of Missouri. Service of process may be achieved by serving Defendant C.H. Robinson's registered agent, CSC-Lawyers Incorporating Service Company, 221 Bolivar St., Jefferson City, MO 65101.

11. Defendant Freightquote.com, Inc. is the largest online freight shipping broker in the nation. Defendant maintains a corporate office located at 901 West Carondelet Dr., Kansas City, Missouri 64114. Defendant is a Delaware Company registered and in good standing to do business in the

state of Missouri. Service of process may be achieved by serving Defendant Freightquote's registered agent, CSC-Lawyers Incorporating Service Company, 221 Bolivar St., Jefferson City, MO 65101.

### **JURISDICTION AND VENUE**

12. This Court has original federal question jurisdiction under 28 U.S.C. § 1311 for the claims brought under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, et seq.

13. The United States District Court for the Western District of Missouri has personal jurisdiction because Defendants are located and conduct business within this District.

14. Venue is proper in this Court pursuant to 28 U.S.C. §1391(b), inasmuch as the Defendants have offices, conduct business and can be found in the Western District of Missouri and the causes of action set forth herein have arisen and occurred in part in the Western District of Missouri. Venue is also proper under 29 U.S.C. §1132(e)(2) because Defendants have substantial business contacts within the Western District of Missouri.

15. At all relevant times, Defendants have been "employer[s]" engaged in interstate "commerce" and/or in the production of "goods" for "commerce" within the meaning of the FLSA, 29 U.S.C. § 203.

16. At all relevant times, Defendants have employed "employee[s]," including each of the putative representative action plaintiffs.

17. At all relevant times, Plaintiffs and other putative plaintiffs were engaged in commerce and/or worked for Defendants, which were enterprises engaged in commerce.

18. This Court has jurisdiction over Plaintiffs' claims for violation of the state and common law claims pursuant to 28 U.S.C. § 1367 because those claims are so related to the FLSA claims that they form part of the same case or controversy.

19. At all times relevant herein, Defendants have had gross annual operating revenues in excess of \$500,000.00 (Five Hundred Thousand Dollars).

**CLASS & COLLECTIVE ACTION ALLEGATIONS**

20. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

21. Plaintiffs bring Counts I-III, the FLSA claims arising out of Defendants' misclassification of Account Coordinator, Freight Broker, and Truckload Coverage Specialist employees, as "opt-in" collective actions pursuant to 29 U.S.C. § 216(b). Plaintiffs individually, and on behalf of other similarly situated employees, seek relief on a collective basis challenging Defendant's policy, practice, and/or procedure of improperly misclassifying Account Coordinators, Freight Brokers, and Truckload Coverage Specialist employees, and others with similar job titles, duties, and compensation structures, as exempt from the overtime requirement of the FLSA and failing and refusing to pay all straight time and overtime compensation at the applicable and legal rates in violation of the FLSA for hours worked in excess of forty in a workweek. The Account Coordinator, Freight Broker, and Truckload Coverage Specialist FLSA classes are defined as follows:

- a. **FLSA Account Coordinator Class.** All current and former Account Coordinators for Defendants, and others with similar job titles, duties, and compensation structures who were classified as exempt and denied compensation at a rate of one and one-half times their regular rate of pay for all hours worked in excess of forty in a workweek.
- b. **FLSA Freight Broker Class.** All current and former Freight Brokers for Defendants, and others with similar job titles, duties, and compensation structures who were classified as exempt and denied compensation at a rate of one and one-half times their regular rate of pay for all hours worked in



excess of forty in a workweek.

- c. **FLSA Truckload Coverage Specialist Class.** All current and former Truckload Coverage Specialists for Defendants, and others with similar job titles, duties, and compensation structures who were classified as exempt and denied compensation at a rate of one and one-half times their regular rate of pay for all hours worked in excess of forty in a workweek.

22. Plaintiffs bring Count IV-VI, the MMWL claims arising out of Defendants' misclassification of Account Coordinator, Freight Broker, and Truckload Coverage Specialist employees as an "opt-out" class action pursuant to Fed. R. Civ. P. 23. Plaintiffs individually, and on behalf of other similarly situated employees, seek relief on a class basis challenging Defendant's policy, practice, and/or procedure of improperly misclassifying Account Coordinators, Freight Brokers, and Truckload Coverage Specialist employees, and others with similar job titles, duties, and compensation structures, as exempt from the overtime requirement of the MMWL, and failing and refusing to pay all straight time and overtime compensation at the applicable and legal rates in violation of the MMWL for hours worked in excess of forty in a workweek. The Account Coordinator, Freight Broker, and Truckload Coverage Specialist MMWL classes are defined as follows:

- a. **MMWL Account Coordinator Class.** All current and former Account Coordinators for Defendants, and others with similar job titles, duties, and compensation structures who were classified as exempt and denied compensation at a rate of one and one-half times their regular rate of pay for all hours worked in excess of forty in a workweek.
- b. **MMWL Freight Broker Class.** All current and former Freight Brokers for

Defendants, and others with similar job titles, duties, and compensation structures who were classified as exempt and denied compensation at a rate of one and one-half times their regular rate of pay for all hours worked in excess of forty in a workweek.

- c. **MMWL Truckload Coverage Specialist Class.** All current and former Truckload Coverage Specialists for Defendants, and others with similar job titles, duties, and compensation structures who were classified as exempt and denied compensation at a rate of one and one-half times their regular rate of pay for all hours worked in excess of forty in a workweek.

23. Plaintiffs bring Counts VII-IX, the Breach of Contract claims arising out of Defendants' failure to properly pay all wages due under state/federal law and/or in violation of contract, as an "opt-out" class action pursuant to Fed. R. Civ. P. 23 on behalf of themselves and the following classes:

- a. **Breach of Contract Account Coordinator Class.** All current and former Account Coordinators for Defendants, and others with similar job titles, duties, and compensation structures who were classified as exempt and denied compensation at a rate of one and one-half times their regular rate of pay for all hours worked in excess of forty in a workweek.
- b. **Breach of Contract Freight Broker Class.** All current and former Freight Brokers for Defendants, and others with similar job titles, duties, and compensation structures who were classified as exempt and denied compensation at a rate of one and one-half times their regular rate of pay for all hours worked in excess of forty in a workweek.

- c. **Breach of Contract Truckload Coverage Specialist Class.** All current and former Truckload Coverage Specialists for Defendants, and others with similar job titles, duties, and compensation structures who were classified as exempt and denied compensation at a rate of one and one-half times their regular rate of pay for all hours worked in excess of forty in a workweek.

24. Plaintiffs bring Count X-XII, the Unjust Enrichment / Quantum Meruit claims arising out of Defendants' failure to properly pay wages in violation of state/federal law and/or in violation of contract as an "opt-out" class action pursuant to Fed. R. Civ. P. 23 on behalf of themselves and the following classes:

- a. **Unjust Enrichment/Quantum Meruit Account Coordinator Class.** All current and former Account Coordinators for Defendants, and others with similar job titles, duties, and compensation structures who were classified as exempt and denied compensation at a rate of one and one-half times their regular rate of pay for all hours worked in excess of forty in a workweek.
- b. **Unjust Enrichment/Quantum Meruit Freight Broker Class.** All current and former Freight Brokers for Defendants, and others with similar job titles, duties, and compensation structures who were classified as exempt and denied compensation at a rate of one and one-half times their regular rate of pay for all hours worked in excess of forty in a workweek.
- c. **Unjust Enrichment/Quantum Meruit Truckload Coverage Specialist Class.** All current and former Truckload Coverage Specialists for Defendants, and others with similar job titles, duties, and compensation structures who were classified as exempt and denied compensation at a rate

of one and one-half times their regular rate of pay for all hours worked in excess of forty in a workweek.

**Allegations Applicable to All Account Coordinator Claims (Counts I, IV, VII, X)**

25. Plaintiff Brooks and the putative class members held the position of Account Coordinator or other positions with similar job titles, duties, and compensation structures.

26. As an Account Coordinator, Plaintiff Brooks and the putative class members were improperly misclassified as exempt from the overtime requirements of the FLSA and the MMWL and were regularly denied straight time and overtime compensation in violation of the FLSA, 29 U.S.C. § 203 et seq., the MMWL, R.S.Mo. § 290.500, *et seq.*; and state common law.

27. Plaintiff Brooks and other similarly situated employees regularly performed work in excess of forty (40) hours per week without receiving straight time and overtime compensation pursuant to the FLSA and the MMWL.

28. The Defendants employ/employed other Account Coordinator employees, and others with similar job titles, duties, and compensations structures, like Plaintiff Brooks, at other locations throughout the United States, who are/were misclassified as exempts from the overtime requirements of the FLSA and MMWL, and who were required to perform work in excess of forty (40) hours in a workweek without receiving all straight time and overtime compensation due in violation of the FLSA, the MMWL, and state common law.

29. Plaintiff Brooks and other Account Coordinators, and others with similar job titles, duties, and compensation structures, were improperly compensated under the FLSA, the MMWL, and state common law. All such employees are hereby referred to as the “similarly situated” or the “putative representative action plaintiffs” or “putative class members.”

30. These “similarly situated” employees were not properly compensated for their work at the

legal and proper rate of pay.

**Allegations Applicable to All Freight Broker Claims (Counts II, V, VIII, XI)**

31. Plaintiffs Johnson, Troast, and the putative class members held the position of Freight Broker or other positions with similar job titles, duties, and compensation structures.

32. As Freight Brokers, Plaintiffs Johnson, Troast, and the putative class members were improperly misclassified as exempt from the overtime requirements of the FLSA and the MMWL and were regularly denied straight time and overtime compensation in violation of the FLSA, 29 U.S.C. § 203 et seq., the MMWL, R.S.Mo. § 290.500, *et seq.*; and state common law.

33. Plaintiffs Johnson, Troast, and other similarly situated employees regularly performed work in excess of forty (40) hours per week without receiving straight time and overtime compensation pursuant to the FLSA and the MMWL.

34. The Defendants employ/employed other Freight Broker employees, and others with similar job titles, duties, and compensations structures, like Plaintiffs Johnson and Troast, at other locations throughout the United States, who are/were misclassified as exempts from the overtime requirements of the FLSA and MMWL, and who were required to perform work in excess of forty (40) hours in a workweek without receiving all straight time and overtime compensation due in violation of the FLSA, the MMWL, and state common law.

35. Plaintiffs Johnson, Troast, other Freight Brokers, and others with similar job titles, duties, and compensation structures, were improperly compensated under the FLSA, the MMWL, and state common law. All such employees are hereby referred to as the “similarly situated” or the “putative representative action plaintiffs” or “putative class members.”

36. These “similarly situated” employees were not properly compensated for their work at the legal and proper rate of pay.

**Allegations Applicable to All Truckload Coverage Specialist Claims**  
**(Counts III, VI, IX, XII)**

37. Plaintiff Troast and the putative class members held the position of Truckload Coverage Specialist or other positions with similar job titles, duties, and compensation structures.

38. As a Truckload Coverage Specialist, Plaintiff Troast and the putative class members were improperly misclassified as exempt from the overtime requirements of the FLSA and the MMWL and regularly denied straight time and overtime compensation in violation of the FLSA, 29 U.S.C. § 203 et seq., the MMWL, R.S.Mo. § 290.500, *et seq.*; and state common law.

39. Plaintiff Troast and other similarly situated employees regularly performed work in excess of forty (40) hours per week without receiving straight time and overtime compensation pursuant to the FLSA and the MMWL.

40. The Defendants employ/employed other Truckload Coverage Specialist employees, and others with similar job titles, duties, and compensations structures, like Plaintiff Troast, at other locations throughout the United States, who are/were misclassified as exempts from the overtime requirements of the FLSA and MMWL, and who were required to perform work in excess of forty (40) hours in a workweek without receiving all straight time and overtime compensation due in violation of the FLSA, the MMWL, and state common law.

41. Plaintiff Troast and other Truckload Coverage Specialists, and others with similar job titles, duties, and compensation structures, were improperly compensated under the FLSA, the MMWL, and state common law. All such employees are hereby referred to as the “similarly situated” or the “putative representative action plaintiffs” or “putative class members.”

42. These “similarly situated” employees were not properly compensated for their work at the legal and proper rate of pay.

**Allegations Applicable to All FLSA Claims (Counts I-III)**

43. At all times material herein, Plaintiffs and all others similarly situated have been entitled to the rights, protections, and benefits provided under the FLSA, 29 U.S.C. § 201 et seq.

44. The FLSA regulates, among other things, the payment of overtime compensation by employers whose employees are engaged in interstate commerce, or engaged in the production of goods for commerce, or employed in an enterprise engaged in commerce or in the production of goods for commerce. 29 U.S.C. § 206(a); 29 U.S.C. § 207(a)(1).

45. The FLSA requires each covered employer, such as Defendants, to compensate all non-exempt employees for services performed and to compensate them at a rate of not less than one and one-half times the regular rate of pay for work performed in excess of forty hours in a work week. 29 U.S.C. § 207(a).

46. Defendants are subject to the overtime pay requirements of the FLSA because they are enterprises engaged in interstate commerce and their employees are engaged in commerce.

47. During all relevant times to this action, Defendants have been the “employer” of Plaintiffs and all similarly situated employees within the meaning of the FLSA. 29 U.S.C. § 203(d).

48. During all times relevant to this action, Plaintiffs and all similarly situated employees were Defendants’ “employees” within the meaning of the FLSA. 29 U.S.C. § 203(e).

49. Plaintiffs and all similarly situated employees are covered, non-exempt employees within the meaning of the FLSA. Accordingly, Plaintiffs and all similarly situated employees must be paid overtime wages in accordance with 29 U.S.C. § 207.

50. All similarly situated Account Coordinator, Freight Broker, and Truckload Coverage Specialist employees, and others with similar job titles, duties, and compensation structures, working for Defendants are similarly situated in that they are all improperly misclassified as

exempt under the FLSA and they regularly work in excess of forty hours in a workweek without receiving all straight time and overtime compensation at a rate of one and one-half times the regular rate for all hours worked in excess of forty in a workweek.

51. All similarly situated Account Coordinator, Freight Broker, and Truckload Coverage Specialist employees, and others with similar job titles, duties, and compensation structures, are similarly situated in that they are all subject to Defendants' same compensation policies, plans and/or procedures of illegally misclassifying Account Coordinators, Freight Brokers, and Truckload Coverage Specialists, and others with similar job titles, duties, and compensation structures, as exempt and denying them straight time and overtime compensation due under the FLSA.

52. Plaintiffs, individually and on behalf of other similarly situated employees, seek relief on a collective basis challenging, among other FLSA violations, Defendants' practice of willfully failing and refusing to pay all straight time and overtime compensation for all hours worked in excess of forty hours in a workweek.

53. The number and identity of other plaintiffs yet to opt-in and consent to be party-plaintiffs may be determined from the records of Defendants, and potential party-plaintiffs may easily and quickly be notified of the pendency of this action.

54. Defendants' conduct was willful in that they knew that their payroll policies, practices and/or procedures violated the FLSA or they showed reckless disregard with regards to whether such policies, practices and/or procedures violated the FLSA, which constitutes a willful violation of the FLSA within the meaning of 29 U.S.C. §255(a).



**Allegations Applicable to State and Common Law Claims (Counts IV-XII)**

55. Defendants are subject to the overtime pay requirements of R.S.Mo. § 290.505 because they are employers in the state of Missouri under R.S.Mo. § 290.500(4). At all times material herein, Plaintiff and the MMWL putative class members have been entitled to the rights, protections, and benefits provided under R.S.Mo. § 290.500, et seq.

56. The MMWL requires that employers pay employees one and one-half times their “regular rate” of pay for work performed in excess of forty hours in a work week. R.S.Mo. § 290.505. The “regular hourly rate of pay of an employee is determined by dividing his [or her] total remuneration for employment (except statutory exclusions) in any workweek by the total number of hours actually worked by him in that workweek for which such compensation was paid.” 29 C.F.R. § 778.109.

57. As alleged above, Plaintiffs and other similarly situated employees were improperly classified as exempt from the overtime requirements of state and federal law and were suffered or permitted to work by Defendants while not being paid all straight time and overtime compensation that is due and owing at the legal and applicable rates.

58. Defendants violated the MMWL, R.S.Mo. § 290.500 et seq. (“MMWL”) by failing to pay Plaintiffs and all other similarly situated employees for all hours worked in excess of forty hours in a workweek at the legal and applicable wage rates.

59. Plaintiffs and the MMWL putative class members are victims of an unlawful and entity-wide compensation policy. Defendant continues to apply and enforce this policy and thereby continues to violate R.S.Mo. § 290.505.

60. Defendant acted in bad faith and without reasonable grounds to believe its actions and omissions were compliant with the MMWL. As a result of these willful violations, Defendant

unlawfully withheld wages and overtime compensation from Plaintiffs and other similarly situated employees for which Defendant is liable pursuant to R.S.Mo. §§ 290.505; 290.527.

61. Plaintiffs and the putative class members are victims of uniform and employer-based compensation policies, practices, and/or procedures that violate state/federal law and/or violate contracts. Defendants are uniformly applying these policies, practices, and/or procedures.

62. Plaintiffs and the putative class members are entitled to all actual, liquidated, and interest related damages as provided by law. Additionally, they are entitled to all costs and reasonable attorneys' fees incurred in the prosecution of this action.

63. Plaintiffs' State and Common Law Claims (Counts IV-XII) satisfy the numerosity, commonality, typicality, adequacy, and superiority requirements of a class action pursuant to Fed. R. Civ. P. 23.

64. These classes each number in the hundreds of persons. As a result, joinder of all class members in a single action is impracticable. Class members may be informed of the pendency of this action through regular mailing, e-mailing, and/or posting of an approved notice.

65. There are common questions of fact and law to the classes that predominate over any questions affecting only individual class members. The questions of law and fact common to the classes arising from Defendants' action include, without limitation, the following:

- a. Whether Defendants had a policy, practice, and/or custom of illegally classifying the MMWL, Breach of Contract, and Unjust Enrichment/Quantum Meruit putative class members as exempt from state and federal overtime laws in violation of state law, federal law, and/or contract;
- b. Whether Defendants had a policy, practice, and/or custom of failing to pay

the MMWL, Breach of Contract, and Unjust Enrichment/Quantum Meruit putative class members all wages due to them;

- c. Whether Defendants' conduct gives rise to claims for Breach of Contract, Unjust Enrichment, Promissory Estoppel, and Quantum Meruit;
- d. The class-wide measure of damages;
- e. Whether Defendants knew or had reason to know such policies and compensation practices were unlawful; and
- f. Whether Defendant retained a benefit for such unlawful policies and compensation practices.

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

67. The named Plaintiffs' claims are typical of those of the respective classes in that class members have been employed in the same or similar positions as Plaintiffs and were subject to the same or similar unlawful practices as Plaintiffs.

68. A class action is the superior method for the fair and efficient adjudication of Plaintiffs' claims. Defendants have acted, or refused to act, on grounds generally applicable to the classes. The presentation of separate actions by individual class members could create a risk of inconsistent and varying adjudications, establish incompatible standards of conduct for Defendants, and/or substantially impair or impede the ability of class members to protect their interests.

69. The named Plaintiffs are adequate representatives because they are members of the respective classes that they purport to represent, and their interests do not conflict with the interests

of the members of those classes for which they seek to represent. The interests of the members of the classes will be fairly and adequately protected by the named Plaintiffs and their undersigned counsel, who are experienced in prosecuting complex wage and hour, employment, and class action litigation.

70. Maintenance of this action as a class action is a fair and efficient method for adjudication of this controversy. It would be impracticable and undesirable for each member of the classes who suffered harm to bring a separate action. Additionally, the maintenance of separate actions would place a substantial and unnecessary burden on the courts and could result in inconsistent adjudications, while a single class action can determine, with judicial economy, the rights of all class members.

#### **COUNT I – ACCOUNT COORDINATOR FLSA CLAIM**

71. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

72. Defendants unlawfully classified Plaintiff Brooks and the putative Account Coordinator class members as exempt employees under the FLSA.

73. Defendants violated the FLSA by failing to compensate Plaintiff Brooks and the putative Account Coordinator class members at the legally applicable straight time and overtime rates for all hours worked in excess of forty hours in a workweek.

74. Plaintiff Brooks brings this Complaint as a collective action pursuant to 29 U.S.C. §216(b) of the FLSA, on behalf of himself and the putative Account Coordinator class who were, are, or will be employed by Defendants within three years from the commencement of this action and who have not been compensated at the legally applicable wage rates for all hours worked on Defendants' behalf.

**WHEREFORE**, Plaintiff Brooks, on behalf of himself and all proposed putative

representative action FLSA Account Coordinator Plaintiffs, prays for relief as follows:

- a. Designation of this action as a collective action on behalf of the proposed putative representative action Account Coordinator Plaintiffs and prompt issuance of notice pursuant to 29 U.S.C. §216(b) to all putative representative action Plaintiffs (the FLSA opt-in class), apprising them of the pendency of this action and permitting them to assert timely FLSA claims in this action by filing individual Consents to Join pursuant to U.S.C. §216(b);
- b. Designation of Plaintiff Brooks as a Representative Plaintiff of the putative Account Coordinator class members, and others with similar job titles, duties, and compensation structures;
- c. Designation of Plaintiffs' counsel, Osman & Smay LLP, as Class Counsel of the putative members of the FLSA Representative Action;
- d. An award of damages for unpaid straight time and overtime compensation due to Plaintiff Brooks and the putative Account Coordinator class members to be paid by Defendants;
- e. An award of liquidated damages for straight time and overtime compensation due to Plaintiff Brooks and the putative representative action Account Coordinator class members to be paid by Defendants;
- f. Pre-Judgment and Post-Judgment Interest as provided by law;
- g. Plaintiffs' costs and expenses of this action incurred herein including expert fees;
- h. Reasonable attorneys' fees; and

- i. Any and all such other and further relief as this Court deems necessary, just and proper.

**COUNT II – FREIGHT BROKER FLSA CLAIM**

75. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

76. Defendants unlawfully classified Plaintiffs Johnson, Troast, and the putative Freight Broker class members as exempt employees under the FLSA.

77. Defendants violated the FLSA by failing to compensate Plaintiffs Johnson, Troast, and the putative Freight Broker class members at the legally applicable straight time and overtime rates for all hours worked in excess of forty hours in a workweek.

78. Plaintiffs Johnson and Troast bring this Complaint as a collective action pursuant to 29 U.S.C. §216(b) of the FLSA, on behalf of themselves and the putative Freight Broker class who were, are, or will be employed by Defendants within three years from the commencement of this action and who have not been compensated at the legally applicable wage rates for all hours worked on Defendants' behalf.

**WHEREFORE**, Plaintiffs Johnson and Troast, on behalf of themselves and all proposed putative representative action FLSA Freight Broker Plaintiffs, prays for relief as follows:

- a. Designation of this action as a collective action on behalf of the proposed putative Freight Broker class members and prompt issuance of notice pursuant to 29 U.S.C. §216(b) to all putative Freight Broker class members (the FLSA opt-in class), apprising them of the pendency of this action and permitting them to assert timely FLSA claims in this action by filing individual Consents to Join pursuant to U.S.C. §216(b);
- b. Designation of Plaintiffs Johnson and Troast as Representative Plaintiffs of

- the putative Freight Broker class members;
- c. Designation of Plaintiffs' counsel, Osman & Smay LLP, as Class Counsel of the putative Freight Broker class members;
  - d. An award of damages for unpaid straight time and overtime compensation due to Plaintiffs Johnson, Troast, and the putative Freight Broker class members to be paid by Defendants;
  - e. An award of liquidated damages for straight time and overtime compensation due to Plaintiffs Johnson, Troast, and the putative Freight Broker class members to be paid by Defendant;
  - f. Pre-Judgment and Post-Judgment Interest as provided by law;
  - g. Plaintiffs' costs and expenses of this action incurred herein including expert fees;
  - h. Reasonable attorneys' fees; and
  - i. Any and all such other and further relief as this Court deems necessary, just and proper.

**COUNT III – TRUCKLOAD COVERAGE SPECIALIST FLSA CLAIM**

79. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

80. Defendant unlawfully classified Plaintiff Troast and the putative Truckload Coverage Specialist class members as exempt employees under the FLSA.

81. Defendants violated the FLSA by failing to compensate Plaintiff Troast and the putative Truckload Coverage Specialist class members at the legally applicable straight time and overtime rates for all hours worked in excess of forty hours in a workweek.

82. Plaintiff Troast brings this Complaint as a collective action pursuant to 29 U.S.C. §216(b)

of the FLSA, on behalf of himself and the putative Truckload Coverage Specialist class who were, are, or will be employed by Defendants within three years from the commencement of this action and who have not been compensated at the legally applicable wage rates for all hours worked on Defendants' behalf.

**WHEREFORE**, Plaintiff Troast, on behalf of himself and all proposed putative representative action FLSA Truckload Coverage Specialist Plaintiffs, prays for relief as follows:

- a. Designation of this action as a collective action on behalf of the proposed putative Truckload Coverage Specialist class members and prompt issuance of notice pursuant to 29 U.S.C. §216(b) to all putative Truckload Coverage Specialist class members (the FLSA opt-in class), apprising them of the pendency of this action and permitting them to assert timely FLSA claims in this action by filing individual Consents to Join pursuant to U.S.C. §216(b);
- b. Designation of Plaintiff Troast as a Representative Plaintiff of the putative Truckload Coverage Specialist class members;
- c. Designation of Plaintiffs' counsel, Osman & Smay LLP, as Class Counsel of the putative Truckload Coverage Specialist class members;
- d. An award of damages for unpaid straight time and overtime compensation due to Plaintiff Troast and the putative Truckload Coverage Specialist class members to be paid by Defendants;
- e. An award of liquidated damages for straight time and overtime compensation due to Plaintiff Troast and the putative Truckload Coverage Specialist class members to be paid by Defendants;



- f. Pre-Judgment and Post-Judgment Interest as provided by law;
- g. Plaintiffs' costs and expenses of this action incurred herein including expert fees;
- h. Reasonable attorneys' fees; and
- i. Any and all such other and further relief as this Court deems necessary, just and proper.

**COUNT IV – ACCOUNT COORDINATOR MMWL CLAIM**

83. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

84. Defendants unlawfully classified Plaintiff Brooks and the putative Account Coordinator class members as exempt employees under state and/or federal law.

85. Defendants violated the MMWL by failing to compensate Plaintiff Brooks and the putative Account Coordinator class members at the legally applicable straight time and overtime rates for all hours worked in excess of forty hours in a workweek.

86. Plaintiff Brooks brings this Complaint as a class action pursuant to Fed. R. Civ. P. 23, on behalf of himself and the putative Account Coordinator class who were, are, or will be employed by Defendants and who have not been compensated at the legally applicable wage rates for all hours worked on Defendants' behalf.

**WHEREFORE**, Plaintiff Brooks, on behalf of himself and all proposed putative representative action MMWL Account Coordinator Plaintiffs, prays for relief as follows:

- a. Designation of this action as a class action on behalf of the proposed putative representative action MMWL Account Coordinator Plaintiffs;
- b. Designation of Plaintiff Brooks as a Representative Plaintiff of the putative MMWL Account Coordinator class members, and others with similar job

titles, duties, and compensation structures;

- c. Designation of Plaintiffs' counsel, Osman & Smay LLP, as Class Counsel of the putative members of the MMWL Representative Action;
- d. An award of damages for unpaid straight time and overtime compensation due to Plaintiff Brooks and the putative MMWL Account Coordinator class members to be paid by Defendants;
- e. An award of liquidated damages for straight time and overtime compensation due to Plaintiff Brooks and the putative representative action MMWL Account Coordinator class members to be paid by Defendants;
- f. Pre-Judgment and Post-Judgment Interest as provided by law;
- g. Plaintiffs' costs and expenses of this action incurred herein including expert fees;
- h. Reasonable attorneys' fees; and
- i. Any and all such other and further relief as this Court deems necessary, just and proper.

**COUNT V – FREIGHT BROKER MMWL CLAIM**

87. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

88. Defendants unlawfully classified Plaintiffs Johnson, Troast, and the putative MMWL Freight Broker class members as exempt employees under state and/or federal law.

89. Defendants violated the MMWL by failing to compensate Plaintiffs Johnson, Troast, and the putative MMWL Freight Broker class members at the legally applicable straight time and overtime rates for all hours worked in excess of forty hours in a workweek.

90. Plaintiffs Johnson and Troast bring this Complaint as a class action pursuant to Fed. R.

Civ. P. 23, on behalf of themselves and the putative MMWL Freight Broker class who were, are, or will be employed by Defendants and who have not been compensated at the legally applicable wage rates for all hours worked on Defendants' behalf.

**WHEREFORE**, Plaintiffs Johnson and Troast, on behalf of themselves and all proposed putative representative action MMWL Freight Broker Plaintiffs, prays for relief as follows:

- a. Designation of this action as a class action on behalf of the proposed putative representative action MMWL Freight Broker Plaintiffs;
- b. Designation of Plaintiffs Johnson and Troast as Representative Plaintiffs of the putative MMWL Freight Broker class members, and others with similar job titles, duties, and compensation structures;
- c. Designation of Plaintiffs' counsel, Osman & Smay LLP, as Class Counsel of the putative members of the MMWL Representative Action;
- d. An award of damages for unpaid straight time and overtime compensation due to Plaintiffs Johnson, Troast and the putative MMWL Freight Broker class members to be paid by Defendants;
- e. An award of liquidated damages for straight time and overtime compensation due to Plaintiffs Johnson, Troast, and the putative representative action MMWL Freight Broker class members to be paid by Defendants;
- f. Pre-Judgment and Post-Judgment Interest as provided by law;
- g. Plaintiffs' costs and expenses of this action incurred herein including expert fees;
- h. Reasonable attorneys' fees; and

- i. Any and all such other and further relief as this Court deems necessary, just and proper.

**COUNT VI – TRUCKLOAD COVERAGE SPECIALIST MMWL CLAIM**

91. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

92. Defendants unlawfully classified Plaintiff Troast and the putative MMWL Truckload Coverage Specialist class members as exempt employees under state and/or federal law.

93. Defendants violated the MMWL by failing to compensate Plaintiff Troast and the putative MMWL Truckload Coverage Specialist class members at the legally applicable straight time and overtime rates for all hours worked in excess of forty hours in a workweek.

94. Plaintiff Troast brings this Complaint as a class action pursuant to Fed. R. Civ. P. 23, on behalf of himself and the putative MMWL Truckload Coverage Specialist class who were, are, or will be employed by Defendants and who have not been compensated at the legally applicable wage rates for all hours worked Defendants' behalf.

**WHEREFORE**, Plaintiff Troast, on behalf of himself and all proposed putative representative action MMWL Truckload Coverage Specialist, prays for relief as follows:

- a. Designation of this action as a class action on behalf of the proposed putative representative action MMWL Truckload Coverage Specialist Plaintiffs;
- b. Designation of Plaintiff Troast as a Representative Plaintiff of the putative MMWL Truckload Coverage Specialist class members, and others with similar job titles, duties, and compensation structures;
- c. Designation of Plaintiffs' counsel, Osman & Smay LLP, as Class Counsel of the putative members of the MMWL Representative Action;

- d. An award of damages for unpaid straight time and overtime compensation due to Plaintiff Troast and the putative MMWL Truckload Coverage Specialist class members to be paid by Defendants;
- e. An award of liquidated damages for straight time and overtime compensation due to Plaintiff Troast and the putative representative action MMWL Truckload Coverage Specialist class members to be paid by Defendants;
- f. Pre-Judgment and Post-Judgment Interest as provided by law;
- g. Plaintiffs' costs and expenses of this action incurred herein including expert fees;
- h. Reasonable attorneys' fees; and
- i. Any and all such other and further relief as this Court deems necessary, just and proper.

**COUNT VII – ACCOUNT COORDINATOR BREACH OF CONTRACT CLAIM**

95. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

96. Defendants entered into a contract, express or implied, with Plaintiff Brooks and the putative Breach of Contract Account Coordinator class members, under which Defendants would pay the putative class members for all work performed for Defendants pursuant to applicable law.

97. Defendants breached this contract by its course of conduct explained above.

98. Defendants' breach was willful and not the result of mistake or inadvertence.

99. As a direct result of Defendants' unlawful conduct, Plaintiff Brooks and the putative Breach of Contract Account Coordinator class members have suffered a loss of compensation.

100. Plaintiff Brooks and the putative Breach of Contract Account Coordinator class

members seek the amount of their underpayment of compensation and such other legal and equitable relief from Defendants' unlawful and willful conduct as the Court deems just and proper.

**WHEREFORE**, Plaintiff Brooks on behalf of himself and all proposed putative representative action Breach of Contract Account Coordinator class members prays for relief as follows:

- a. Designation of this action as a class action on behalf of the proposed putative representative action Breach of Contract Account Coordinator Plaintiffs;
- b. Designation of Plaintiff Brooks as a Representative Plaintiff of the putative Breach of Contract Account Coordinator class members, and others with similar job titles, duties, and compensation structures;
- c. Designation of Plaintiffs' counsel, Osman & Smay LLP, as Class Counsel of the putative members of the Breach of Contract Representative Action;
- d. An award of damages for unpaid straight time and overtime compensation due to Plaintiff Brooks and the putative Breach of Contract Account Coordinator class members to be paid by Defendants;
- e. Pre-Judgment and Post-Judgment Interest as provided by law;
- f. Plaintiffs' costs and expenses of this action incurred herein including expert fees;
- g. Reasonable attorneys' fees; and
- h. Any and all such other and further relief as this Court deems necessary, just and proper.

**COUNT VIII – FREIGHT BROKER BREACH OF CONTRACT CLAIM**

101. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

102. Defendants entered into a contract, express or implied, with Plaintiffs Johnson, Troast, and the putative Breach of Contract Freight Broker class members, under which Defendants would pay the putative class members for all work performed for Defendants pursuant to applicable law.

103. Defendants breached this contract by its course of conduct explained above.

104. Defendants' breach was willful and not the result of mistake or inadvertence.

105. As a direct result of Defendants' unlawful conduct, Plaintiffs Johnson, Troast, and the putative Breach of Contract Freight Broker class members have suffered a loss of compensation.

106. Plaintiffs Johnson, Troast, and the putative Breach of Contract Freight Broker class members seek the amount of their underpayment of compensation and such other legal and equitable relief from Defendants' unlawful and willful conduct as the Court deems just and proper.

**WHEREFORE**, Plaintiffs Johnson and Troast, on behalf of themselves and all proposed putative representative action Breach of Contract Freight Broker class members, prays for relief as follows:

- a. Designation of this action as a class action on behalf of the proposed putative representative action Breach of Contract Freight Broker Plaintiffs;
- b. Designation of Plaintiffs Johnson and Troast as Representative Plaintiffs of the putative Breach of Contract Freight Broker class members, and others with similar job titles, duties, and compensation structures;
- c. Designation of Plaintiffs' counsel, Osman & Smay LLP, as Class Counsel of the putative members of the Breach of Contract Representative Action;
- d. An award of damages for unpaid straight time and overtime compensation

due to Plaintiffs Johnson, Troast, and the putative Breach of Contract Freight Broker class members to be paid by Defendants;

- e. Pre-Judgment and Post-Judgment Interest as provided by law;
- f. Plaintiffs' costs and expenses of this action incurred herein including expert fees;
- g. Reasonable attorneys' fees; and
- h. Any and all such other and further relief as this Court deems necessary, just and proper.

**COUNT IX – TRUCKLOAD COVERAGE SPECIALIST  
BREACH OF CONTRACT CLAIM**

107. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

108. Defendants entered into a contract, express or implied, with Plaintiff Troast and the putative Breach of Contract Truckload Coverage Specialist class members, under which Defendants would pay the putative class members for all work performed for Defendants pursuant to applicable law.

109. Defendants breached this contract by its course of conduct explained above.

110. Defendants' breach was willful and not the result of mistake or inadvertence.

111. As a direct result of Defendants' unlawful conduct, Plaintiff Troast and the putative Breach of Contract Truckload Coverage Specialist class members have suffered a loss of compensation.

112. Plaintiff Troast and the putative Breach of Contract Truckload Coverage Specialist class members seek the amount of their underpayment of compensation and such other legal and equitable relief from Defendants' unlawful and willful conduct as the Court deems just and proper.

**WHEREFORE**, Plaintiff Troast, on behalf of himself and all proposed putative



representative action Breach of Contract Truckload Coverage Specialist class members, prays for relief as follows:

- a. Designation of this action as a class action on behalf of the proposed putative representative action Breach of Contract Truckload Coverage Specialist Plaintiffs;
- b. Designation of Plaintiff Troast as a Representative Plaintiff of the putative Breach of Contract Truckload Coverage Specialist class members, and others with similar job titles, duties, and compensation structures;
- c. Designation of Plaintiffs' counsel, Osman & Smay LLP, as Class Counsel of the putative members of the Breach of Contract Representative Action;
- d. An award of damages for unpaid straight time and overtime compensation due to Plaintiff Troast and the putative Breach of Contract Truckload Coverage Specialist class members to be paid by Defendants;
- e. Pre-Judgment and Post-Judgment Interest as provided by law;
- f. Plaintiffs' costs and expenses of this action incurred herein including expert fees;
- g. Reasonable attorneys' fees; and
- h. Any and all such other and further relief as this Court deems necessary, just and proper.

**COUNT X – ACCOUNT COORDINATOR UNJUST ENRICHMENT /  
QUANTUM MERUIT CLAIM**

113. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

114. Plaintiff Brooks and the putative Unjust Enrichment/Quantum Meruit Account Coordinator class members conferred a benefit upon Defendants by working on Defendants'

behalf without being paid all compensation due and owing.

115. Defendants had an appreciation or knowledge of the benefit conferred by Plaintiff Brooks and the putative Unjust Enrichment/Quantum Meruit Account Coordinator class members.

116. Defendants accepted and retained the benefit under such circumstances as to make it inequitable for Defendants to retain the benefit without payment of its value.

117. By failing to pay Plaintiff Brooks and the putative Unjust Enrichment/Quantum Meruit Account Coordinator class members for all work performed pursuant to applicable law, Defendants obtained substantial benefits and have been unjustly enriched.

118. Plaintiff Brooks and the putative Unjust Enrichment/Quantum Meruit Account Coordinator class members seek the amount of their underpayment of compensation and such other legal and equitable relief from Defendant's unlawful and willful conduct as the Court deems just and proper.

**WHEREFORE**, Plaintiff Brooks, on behalf of himself and all proposed putative representative action Unjust Enrichment/Quantum Meruit Account Coordinator class members, prays for relief as follows:

- a. Designation of this action as a class action on behalf of the proposed putative representative action Unjust Enrichment/Quantum Meruit Account Coordinator Plaintiffs;
- b. Designation of Plaintiff Brooks as a Representative Plaintiff of the putative Unjust Enrichment/Quantum Meruit Account Coordinator class members, and others with similar job titles, duties, and compensation structures;
- c. Designation of Plaintiffs' counsel, Osman & Smay LLP, as Class Counsel of the putative members of the Unjust Enrichment/Quantum Meruit Action;

- d. An award of damages for unpaid straight time and overtime compensation due to Plaintiff Brooks and the putative Unjust Enrichment/Quantum Meruit Account Coordinator class members to be paid by Defendants;
- e. Pre-Judgment and Post-Judgment Interest as provided by law;
- f. Plaintiffs' costs and expenses of this action incurred herein including expert fees;
- g. Reasonable attorneys' fees; and
- h. Any and all such other and further relief as this Court deems necessary, just and proper.

**COUNT XI – FREIGHT BROKER UNJUST ENRICHMENT /  
QUANTUM MERUIT CLAIM**

119. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

120. Plaintiffs Johnson, Troast, and the putative Unjust Enrichment/Quantum Meruit Freight Broker class members conferred a benefit upon Defendants by working on Defendants' behalf without being paid all compensation due and owing.

121. Defendants had an appreciation or knowledge of the benefit conferred by Plaintiffs Johnson, Troast, and the putative Unjust Enrichment/Quantum Meruit Freight Broker class members.

122. Defendants accepted and retained the benefit under such circumstances as to make it inequitable for Defendants to retain the benefit without payment of its value.

123. By failing to pay Plaintiffs Johnson, Troast, and the putative Unjust Enrichment/Quantum Meruit Freight Broker class members for all work performed pursuant to applicable law, Defendants obtained substantial benefits and have been unjustly enriched.

124. Plaintiffs Johnson, Troast, and the putative Unjust Enrichment/Quantum Meruit

Freight Broker class members seek the amount of their underpayment of compensation and such other legal and equitable relief from Defendants' unlawful and willful conduct as the Court deems just and proper.

**WHEREFORE**, Plaintiffs Johnson and Troast, on behalf of themselves and all proposed putative representative action Unjust Enrichment/Quantum Meruit Freight Broker class members, prays for relief as follows:

- a. Designation of this action as a class action on behalf of the proposed putative representative action Unjust Enrichment/Quantum Meruit Freight Broker Plaintiffs;
- b. Designation of Plaintiffs Johnson and Troast as Representative Plaintiffs of the putative Unjust Enrichment/Quantum Meruit Freight Broker class members, and others with similar job titles, duties, and compensation structures;
- c. Designation of Plaintiffs' counsel, Osman & Smay LLP, as Class Counsel of the putative members of the Unjust Enrichment/Quantum Meruit Action;
- d. An award of damages for unpaid straight time and overtime compensation due to Plaintiffs Johnson, Troast, and the putative Unjust Enrichment/Quantum Meruit Freight Broker class members to be paid by Defendants;
- e. Pre-Judgment and Post-Judgment Interest as provided by law;
- f. Plaintiffs' costs and expenses of this action incurred herein including expert fees;
- g. Reasonable attorneys' fees; and

- h. Any and all such other and further relief as this Court deems necessary, just and proper

**COUNT XII – TRUCKLOAD COVERAGE SPECIALIST UNJUST ENRICHMENT /  
QUANTUM MERUIT CLAIM**

125. Plaintiffs incorporate the foregoing paragraphs as if fully set forth herein.

126. Plaintiff Troast and the putative Unjust Enrichment/Quantum Meruit Truckload Coverage Specialist class members conferred a benefit upon Defendants by working on Defendants' behalf without being paid all compensation due and owing.

127. Defendants had an appreciation or knowledge of the benefit conferred by Plaintiff Troast and the putative Unjust Enrichment/Quantum Meruit Truckload Coverage Specialist class members.

128. Defendants accepted and retained the benefit under such circumstances as to make it inequitable for Defendants to retain the benefit without payment of its value.

129. By failing to pay Plaintiff Troast and the putative Unjust Enrichment/Quantum Meruit Truckload Coverage Specialist class members for all work performed pursuant to applicable law, Defendants obtained substantial benefits and have been unjustly enriched.

130. Plaintiff Troast and the putative Unjust Enrichment/Quantum Meruit Truckload Coverage Specialist class members seek the amount of their underpayment of compensation and such other legal and equitable relief from Defendant's unlawful and willful conduct as the Court deems just and proper.

**WHEREFORE**, Plaintiff Troast, on behalf of himself and all proposed putative representative action Unjust Enrichment/Quantum Meruit Truckload Coverage Specialist class members, prays for relief as follows:

- a. Designation of this action as a class action on behalf of the proposed

putative representative action Unjust Enrichment/Quantum Meruit Truckload Coverage Specialist Plaintiffs;

- b. Designation of Plaintiff Troast as a Representative Plaintiff of the putative Unjust Enrichment/Quantum Meruit Truckload Coverage Specialist class members, and others with similar job titles, duties, and compensation structures;
- c. Designation of Plaintiffs' counsel, Osman & Smay LLP, as Class Counsel of the putative members of the Unjust Enrichment/Quantum Meruit Action;
- d. An award of damages for unpaid straight time and overtime compensation due to Plaintiff Troast and the putative Unjust Enrichment/Quantum Meruit Truckload Coverage Specialist class members to be paid by Defendants;
- e. Pre-Judgment and Post-Judgment Interest as provided by law;
- f. Plaintiffs' costs and expenses of this action incurred herein including expert fees;
- g. Reasonable attorneys' fees; and
- h. Any and all such other and further relief as this Court deems necessary, just and proper.

**Demand for Jury Trial**

Plaintiff hereby demands a jury trial on all causes of action and claims with respect to which Plaintiffs and all members of the proposed representative action have a right to jury trial.

**Designation of Place of Trial**

Plaintiff hereby designates the United States District Court for the Western District of Missouri at Kansas City, Missouri as the place of trial.

Respectfully submitted,

<b>OSMAN &amp; SMAY LLP</b>  <u>/s/ Matthew E. Osman</u> Matthew E. Osman, MO Bar # 60137 Kathryn S. Rickley, MO Bar # 59435 8500 W. 110th Street, Suite 330 Overland Park, Kansas 66204 Telephone: (913) 667-9243 Facsimile: (866) 470-9243 <a href="mailto:mosman@workerwagerights.com">mosman@workerwagerights.com</a> <a href="mailto:krickley@workerwagerights.com">krickley@workerwagerights.com</a>	<b>MCCLELLAND LAW FIRM</b>  <u>/s/ Ryan L. McClelland</u> Kelly L. McClelland, MO Bar #27156 Kenneth E. Cox, MO Bar #51861 Ryan L. McClelland, MO Bar #59343 The Flagship Building 200 Westwoods Drive Liberty, Missouri 64068-1170 Telephone: (816) 781-0002 Facsimile: (816) 781-1984 <a href="mailto:kmcclelland@mccllellandlawfirm.com">kmcclelland@mccllellandlawfirm.com</a> <a href="mailto:kcox@mccllellandlawfirm.com">kcox@mccllellandlawfirm.com</a> <a href="mailto:ryan@mccllellandlawfirm.com">ryan@mccllellandlawfirm.com</a>
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**ATTORNEYS FOR PLAINTIFF**

**CERTIFICATE OF SERVICE**

I hereby certify that on October 7, 2016, a true and correct copy of the foregoing document was filed electronically through the Court's CM/ECF system, and therefore, will be transmitted to all counsel of record by operation of the Court's CM/ECF system.

By: /s/ Matthew E. Osman  
Attorney for Plaintiffs