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UNITED STATES DISTRICT COURT
DISTRICT OF MONTANA - BILLINGS DIVISION

MATTHEW QUINN, an individual, individually and on behalf of all others similarly situated, Plaintiff, vs. MEADOW LARK TRANSPORT, INC., MEADOW LARK COMPANIES, INC., MEADOW LARK AGENCY, INC., AMANDA ROTH, MIKE KANDAS, RON USEM, HUFFMAN, USEM, CRAWFORD, GREENBERG & SMITH, P.A, Defendants.	Cause No: CV-22-55-BLG-SPW-TJC **CLASS ACTION SECOND AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL**

INTRODUCTION

1. This class action lawsuit is brought against trucking company Meadow Lark Transport, Inc. "Meadow Lark Transport"), Meadow Lark Companies, Inc, ("Meadow Lark Companies") and Meadow Lark Agencies, Inc, officers Amanda

Roth and Mike Kandas, and attorney Ron Usem and his law firm, Huffman, Usem, Crawford, Greenberg & Smith, P.A ("Huffman Usem"). The Meadow Lark entities, which at all material times had a single management and board of directors and operated as a single company, are collectively referred to herein as "Meadow Lark." The case arises out of and "owner-operator" business opportunity program (hereafter sometimes referred to as the "Driving Opportunity") created by Defendants whereby certain truck drivers ("Drivers") leased trucks from and to Meadow Lark Transport (in a contrived circular arrangement described more fully below) and simultaneously provided driving services to Meadow Lark, which Meadow lark controlled, utilizing such trucks.

2. Plaintiff Matthew Quinn (hereinafter, "Quinn") and the members of the putative Class ("Drivers") are former Drivers for Meadow Lark.

3. When selling the Driving Opportunity to Drivers, Meadow Lark failed to disclose material facts about the economics of the Driving Opportunity, the income, and the overall material terms and conditions the Driving Opportunity did and would provide in order to induce Drivers to purchase the Driving Opportunity. Meadow Lark thus defrauded the Drivers into paying for the bulk of the expenses of transporting goods for Meadow Lark customers including such items as truck lease payments, gas, maintenance, computers, insurance, and other expenses associated with the Driving Opportunity even as Meadow Lark controlled every

detail of their job performance as if they were employees. After paying such expenses, the Drivers often had little or no compensation or sometimes even owed Meadow Lark money despite the long hours they worked as Drivers.

4. In connection with the offer, sale, and/or operation of the Driving Opportunity, Meadow Lark (1) violated the federal Truth-in-Leasing Regulations, 49 C.F.R. § 376.1 et seq. (made actionable under the Motor Carrier Act under 49 U.S.C. §14704 et seq.); (2) violated the Montana Employee Indemnification Act, Mont. Code Ann. § 39-2-701; (3) committed constructive fraud, (4) breached the applicable contracts, and (5), to the extent enforceable contracts do not exist between Meadow Lark and the Drivers, was unjustly enriched.

5. Quinn was a Driver from approximately June 2020 to June 2021. Quinn seeks to certify an appropriate class action under Rule 23 of the Federal Rules of Civil Procedure.

6. Quinn seeks damages, declaratory, equitable, and injunctive relief, as well as available attorneys' fees and costs on behalf of himself and the Drivers.

JURISDICTION AND VENUE

7. This Court has jurisdiction over this action pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1332(d)(2)(A), because the aggregated claims of the putative class members exceed the sum value of $5,000,000, exclusive of interests and costs, and this is a class action in which at least one member of the

putative Class, on the one hand, and Defendant, on the other, are citizens of different states.

8. This Court also has original subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 because the claims herein arise under the Motor Carrier Act, 49 U.S.C. §14704, et seq. This Court has supplemental jurisdiction over the state law claims because those claims arise out of the same nucleus of operative fact as the federal claims.

9. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b), inasmuch as each defendant has its headquarters and offices, conducts business, and can be found in the District, and a substantial part of the events or omissions giving rise to Quinn's claims occurred in this judicial district. Venue is further proper under 29 U.S.C. § 1132(e)(2) because defendants have substantial business contacts within the state of Montana and in this District.

PARTIES

10. Plaintiff Matthew Quinn is a resident of the State of Texas.

11. Quinn performed work as a Driver for Meadow Lark from approximately June 2020 to June 2021. Quinn regularly engaged in Meadow Lark's business in various locations, including within this judicial district. Initially, he leased his truck directly from Meadow Lark but, during his tenure with Meadow Lark, began driving a truck Meadow Lark leased from its agent, Deaton Trucking,

which Meadow Lark contracted with, controlled, and ultimately acquired and absorbed.[1]

12. Quinn is informed, believes, and thereon alleges that Meadow Lark Transport is a Montana corporation with its principal place of business in Billings, Montana, that ceased operations in October 2023 and filed for Chapter 7 bankruptcy in 2024. During the relevant time period, Meadow Lark Transport was and is engaged in business throughout the United States, including in Montana. Meadow Lark Transport's primary business consisted of providing transportation services to various clients.

13. Quinn is informed, believes, and thereon alleges that Meadow Lark Companies, Inc. is a Montana corporation with its principal place of business in Billings, Montana, that ceased operations in October 2023. During the relevant time period, Meadow Lark was and is engaged in business throughout the United States, including in Montana. Meadow Lark's primary business consists of providing transportation services to various clients.

14. Quinn is informed, believes, and thereon alleges that Meadow Lark Agency, Inc. is a Montana corporation with its principal place of business in

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[1] Specifically, counsel for Meadow Lark has explained that Quinn leased a tractor from Meadow Lark Transport (MLT) and then leased that truck back to MLT as an owner operator from June 4, 2021 through March 3, 2021. Quinn then drove a truck leased to MLT by Deaton from March 4, 2021 through July 2, 2021, with the agreement between Quinn and Deaton being that MLT would pay him directly under the same formula as before except that Meadow Lark would pay Deaton directly for Quinn's rental costs for Deaton Trucking's truck.

Billings, Montana, that ceased operations in October 2023 and filed for Chapter 7 bankruptcy in November 2023. During the relevant time period, Meadow Lark Agencies was and is engaged in business throughout the United States, including in Montana.

15. Amanda Roth (Roth) at material times was the CEO of Meadow Lark.

16. Mike Kandas (Kandas) at material times was the COO of Meadow Lark.

17. Kandas and Roth together made the decision to adopt the "owner-operator" "full-service lease" scheme, described more fully below, to cut Meadow Lark's operating costs and risk (by shifting them onto the Drivers) while growing the business rapidly. Kandas took the lead on structuring the scheme. He then met with legal counsel Ron Usem to plan and execute the implementation of the scheme.

18. On information and belief, Usem was, at material times, an attorney who represented and advised Meadow Lark, a Montana company regarding the scheme at issue in this case. Usem drafted the contract documents described below that allowed Meadow lark to launch its unlawful "owner-operator" program, which was created in and operated from Meadow Lark's Montana headquarters resulting in financial injury to Drivers across Montana and other states in which Meadow Lark did business.

19. On information and belief, Huffman, Usem, Crawford, Greenberg & Smith, P.A, at all material times was the law firm of Ron Usem and was liable by agency for his acts within the scope of his attorney employment.

GENERAL ALLEGATIONS

20. Historically, Meadow Lark, which was founded by the parents of defendant Amanda Roth and was more than 30 years old, relied on independent contract drivers who owned their own trucks and trucking businesses. In 2018, Meadow Lark embarked on a new scheme that would allow the company to grow fast, cut costs, and make more money. The scheme involved leasing trucks which it would then lease to Drivers, who would be required to lease the trucks back to Meadow Lark, sign an independent contractor agreement, and operate under Meadow Lark's control while bearing the costs of the business. In 2019, Meadow Lark also started hiring a smaller number of employee drivers who were put on the payroll of Meadow Lark Agency. As detailed below, the employee drivers and owner-operator Drivers were trained, controlled, and treated the same in every material respect other than the operating costs that were deducted from the Drivers' pay.

21. During the time relevant to this action, Meadow Lark Drivers worked regular schedules for Meadowlark, often 6-7 days per week, and 11-14 hours per day, to meet Meadow Lark's service and stand-by demands. As a result, it was

impracticable for Drivers to take on any other employment outside of Meadow Lark.

22. In order to induce Drivers to purchase the Driving Opportunity and defraud them out of their labor and money, Meadow Lark, from its headquarters in Montana, directed and implemented a fraudulent scheme, telling drivers they would be independent "owner-operators" when, in fact, the drivers were completely under the control of Meadow Lark, as Meadow Lark shifted its costs of operation onto the drivers—most of whom quit in less than a year.

CONTROL OVER THE "OWNER-OPERATOR" DRIVERS

23. Meadow Lark controlled the details of the Drivers work. Meadow Lark controlled all the trucks. Whether Meadow Lark own the truck or lease the truck, they called all the trucks "our fleet." Only about 20 of the "owner-operator" Drivers owned their own equipment; the rest leased their trucks from Meadow Lark, which had leased the trucks from third parties such as Ryder. Half the "company" drivers (which Meadow Lark acknowledged as employees) also drove trucks that Meadow Lark had leased. However, the contract Drivers were required to sub-lease the equipment from Meadow Lark and then, in a sham deal, lease it back to Meadow Lark to keep the trucks under Meadow Lark's control and authority.

24. Meadow lark provided the truck, the trailer, the electronic logging device (ELD), and the camera to the driver, company or contract, when they began

with Meadow Lark, and the driver was required to return them when they leave Meadow Lark. The orientation process, from the initial packet and phone conversation through the two-day session, was the same for all new drivers and required of all new drivers, regardless of whether they are company drivers or contract drivers. This included phone orientation, getting a packet in the mail, field card, door signs, ELD or camera if needed, username and password for ELD, instructions on how to use ELD camera, important numbers to call for assistance, in person training for two to four weeks at a Meadow Lark location regarding the compliance manual, hours of service, roadside inspections, equipment maintenance, DVIRs, accidents and claims. Meadow Lark paid for the orientation and there was no charge to the drivers, regardless of whether they are classified as company or contract drivers.

25. In approximately 2019 through 2021, Meadow Lark gave the same driver test to all drivers, company and contract, and used the same form to evaluate them. The evaluation was done by a Meadow Lark employee.

26. All Meadow Lark drivers, company and contract, drove a truck with the same Meadow Lark sign on the side of it.

27. All drivers were subject to the same sign on and driver referral bonus plan.

28. Meadow Lark used key performance indicators (KPIs) to collect data points for each driver, contract or company, to quantitatively see what was going on with them on the road. Meadow Lark reviewed the KPI's with all drivers on a quarterly basis. Meadow Lark performed an annual review of the driving record for all drivers, company and contract. Meadow Lark also filled out driver progress reports for all drivers, company and contract, which could contain notations about performance deficiencies.

29. The lease contracts between Meadow Lark and Ryder and the other companies providing equipment required that the vehicles "be operated only in the ordinary course of business by properly licensed drivers that are... your employees or agents and subject to your exclusive direction and control."

30. Company drivers and contract drivers were all considered Meadow Lark drivers who were "part of the family." Meadow Lark called all drivers, contract and company, "our drivers." They were "all considered Meadow Lark drivers."

31. The same safety and compliance manual was given to company drivers and contract drivers. Meadow Lark checked the previous employment of employee drivers and contract drivers alike in the same way. Meadow Lark took the same approach to investigating accidents regardless of whether it was a company driver or a contract driver. Meadow Lark's detailed requirements for the driver in the event

of an accident were the same whether it is a company or contract driver. Meadow Lark reminded all drivers the same way concerning maintenance issues. Meadow Lark expected all drivers, company and contract, to keep DVIR entries the same way. Meadow Lark maintained aggregate CSA scores for all the drivers together without regard to whether they are company or contract.

32. Meadow Lark's Driver Guide to Success was given to all drivers, company and contract alike. One compendium that contains the safety and compliance manual and the driver guide to success is given to all drivers.

33. Whether you were a company driver or a contract driver, if you got in an accident and didn't report it to Meadow Lark, Meadow Lark told the drivers they would be terminated. Meadow Lark audited driver logs and "terminate[d]" or "suspend[ed]" drivers for failure to comply with regulations in the same way regardless of whether the driver is an employee or contract driver. Meadow Lark tracked all drivers, employee and contract, with the ELD in the same way. All Meadow Lark drivers, company and contract, received a financial penalty for getting a ticket. The same list of grounds for termination applied to all drivers, company and contract.

34. Meadow Lark imposed the same drive time rules (70-hour service rule, 11-hour driving limit, 14 consecutive hours on duty, 34-hour restart) on all drivers, contract and company. Meadow Lark imposed the same requirements for post-trip

and pre-trip inspections on all drivers, contract and company. Meadow Lark required that all drivers, contract and company, perform the same long, detailed checklist of items during these pre and post trip inspections. Meadow Lark reviewed the logbook and communicated with the drivers about any deficiencies in their inspections, DVIR, or logging the same way for all drivers, contract and company. A penalty was imposed on all drivers in the same way for not filling out DVIRs. When ELD was not involved, Meadow Lark required a paper log containing all the same items regardless of whether the driver is a company or contract driver. Meadow Lark required all drivers, contract and company, to perform mid-trip inspections every two months at one of Meadow Lark 's approved vendors. Meadow Lark gave the same directions to all drivers regarding how best to make sure they were not found in violation of regulations during road checks.

35. Meadow Lark put a camera in each cab for all drivers, company and contract, that had four lenses—front, each side and driver facing. All drivers were required to have the cameras.

36. Meadow Lark imposed the same detailed safety rules on all drivers, contract and company, including driving with both hands gripping the steering wheel, looking ahead 12 to 15 seconds or a quarter mile, scanning mirrors every three to five seconds, responding to lane encroachment by moving right, looking left and right and left and right again before entering an intersection, turning on the

turn signal early and positioning the truck in the most right hand lane available, and maintaining 3 second intervals at 40 MPH, 4 seconds at 44, 7 seconds on highways. If a driver pulled a U-turn, whether they were a contract or company driver, they would be "terminated." Meadow Lark imposed the same procedures for backing up, passing on a two-lane road, merging, railroad crossings, underpasses, road construction, adverse weather conditions, including snow and ice and fog and wind, on all drivers, contract and company.

37. Meadow Lark performed drug and alcohol testing pre-employment for all drivers, contract and company. Meadow Lark prohibited all drivers, contract and employee, from carrying passengers without express Meadow Lark consent and, even then, carrying a maximum of 1 passenger. Meadow Lark prohibited any driver, contract or employee, from using a radar detector. Meadow Lark imposed the same rules on all drivers, contract or company, regarding how to secure the cargo. When Meadow Lark communicated with drivers about safety violations, the same emails went out to all drivers, company and contract.

38. All Meadow Lark drivers, company and contract, were required to submit paperwork to Meadow Lark in the same way. Meadow Lark introduced all their drivers to the same apps for submitting paperwork. The apps were automatically updated by Meadow Lark or the app company the same way for all

drivers, company and contract. Meadow Lark expected all "their drivers," company and contract, to use the same app for their paperwork.

39. Meadow Lark referred to all new drivers as a "new hire" whether they were a company driver or contract driver. Meadow Lark had a list of possible disciplinary actions that includes counseling, warning of the corrective action, corrective action, probation and termination, which Meadow Lark used for all drivers regardless of whether they were company or contract. The Meadow Lark driver onboarding coordinator oversaw onboarding all drivers regardless of whether they were employees or contractors and referred to all the drivers as getting "hired on," whether they were contract or company drivers. When a "new hire," did not have their own truck, Meadow Lark assigned the driver to go to pick up their truck and trailer (which Meadow Lark had leased from Ryder etc.) at a designated location. And the process worked the same way for a contract driver as company driver, except that the contract driver signed two additional contracts in which the leased truck was subleased to him/her and then leased by him her back to Meadow Lark.

40. The truck registration cards for all the leased trucks driven by Meadow Lark drivers, company and contract alike, listed Meadow Lark Transport as the motor carrier responsible for safety.

41. The "independent contractor operating agreement," written by Usem for use by Meadow Lark in and from its Montana headquarters, specified that the contract driver's job was to "provide the necessary labor" for transportation of goods on Meadow Lark's behalf for Meadow Lark's customers. The same agreement required drivers who leased tractors and trailers to keep the tractors and trailers connected at all times. If a contract driver was leasing a truck and trailer from Meadow Lark, they were required by the contract to use that equipment exclusively for Meadow Lark business. Meadow Lark maintained "exclusive possession, control, and use of the equipment," including the truck and trailer, throughout the term of the agreement.

42. Meadow Lark's form agreements, designed and drafted by Usem, referred to the truck and trailer used by contract drivers as "our equipment." Meadow Lark contract drivers were not allowed to solicit Meadow Lark customers or compete with Meadow Lark during the time they were driving for Meadow Lark or for 24 months thereafter. Meadow Lark contract drivers were also prohibited under the agreement from soliciting Meadow Lark employees during the same timeframe. The agreement made clear that, on all jobs, the customers belonged to Meadow Lark and Meadow Lark was always identified as the carrier whether it was a company or contract driver.

43. All the drivers, contract and company, operated under Meadow Lark's Department of Transportation number and liability insurance. All drivers also operated under Meadow Lark's cargo, collision, UM and UIM coverage. However, Meadow Lark charged the contract drivers for a portion of that insurance. Meadow Lark contract drivers were also allowed to obtain other types of insurance at their own expense, which most did, and Meadow Lark deducted the premiums from their compensation. Meadow Lark charged the drivers a 5% administration fee for doing this. Meadow Lark provided insurance cards to all the Meadow Lark drivers and kept them updated the same way regardless of whether it was a company or contract driver.

44. Meadow Lark contract drivers, just like company drivers, were paid on a calendar basis rather than a per-job basis. Meadow Lark controlled all the money from the customer and made the deductions it deemed appropriate before distributing payment to the contract driver. Sometimes the deductions were things that drivers argued with the company about, but the driver never saw any of the money until after Meadow Lark had made the deductions and given it to them. If Meadow Lark determined that a contract driver should pay for certain repair costs, then Meadow Lark deducted that money from the amount that it pays to the driver.

45. All drivers, contract and company, were directed to use certain charge cards and purchase their fuel from certain fuel providers that Meadow Lark had

negotiated volume discounts with. When new cards were obtained, the email sent to all Meadow Lark drivers, contract and company, said "We need all our drivers to switch to these new cards as soon as possible." When a contract driver purchased his/her fuel, Meadow Lark was shown as the purchaser on the receipt. Contract drivers and company drivers alike used a Meadow Lark password to access apps. Customers paid the same Meadow Lark fuel charge rate to Meadow Lark regardless of whether the driver was a company or contract driver.

46. Meadow Lark decided the rates drivers would be paid and the customer loads they will transport, and Drivers were unable to work for others since Meadow Lark had the exclusive possession, control and use of each Drivers' vehicle during the term of the lease and the Drivers were required to be available for service upon demand of Meadow Lark.

CONTROL OVER DEATON

47. Meadow Lark also exercised complete control over its affiliate Deaton, which was acquired by and became part of Meadow Lark.

48. Deaton worked exclusively with Meadow Lark after their agreement was signed. After that agreement, all the Deaton people had Meadow Lark e-mail addresses and used Meadow Lark branding on their signature blocks etc. Meadow Lark did all the billing for transportation services that were arranged by Deaton and made all the settlements with drivers as to services dispatched by Deaton. All the

trucks that were dispatched by Deaton were referred to as Meadow Lark trucks. After the agreement, the employees of Deaton were under the authority of Meadow Lark. Meadow Lark took responsibility for making sure that all the trucks are properly registered whether Deaton was involved or not. Later, Deaton employees became Meadow Lark employees and Deaton ceased to exist.

COSTS DEDUCTED FROM CONTRACT DRIVER'S PAY

49. In addition to lease payments for the tractors and trailers, Meadow Lark charged Drivers by way of deductions or set offs against their compensation for:

a. purported insurance premiums and, upon information and belief, Meadow Lark improperly charged the Drivers more than Meadow Lark or its agents actually paid for such coverage on their behalf;
b. unspecified charges called "standard deductions no plate" that was not agreed to under any applicable contracts or otherwise disclosed;
c. fuel, and improperly charged the Drivers more than Meadow Lark or its agents actually paid for fuel and/or failed to pass along discounts collected;
d. fuel tax and, upon information and belief, improperly charged the Drivers more than Meadow Lark Transport actually paid for fuel tax;
e. $150 per week to cover occupational accident insurance, Bobtail insurance, non-trucking base plates, and the electronic logging device;

f. $50 per week escrow deduction for vehicle maintenance costs;

g. a $25 deduction for fuel tax;

h. an additional $35 deduction for cargo and public liability insurance coverage;[2]

i. repair costs;

j. tires;

k. administrative fees;

l. inspection fees;

m. discretionary penalties for non-existent driving violations;

n. tolls; and

o. "OwnerOP" miscellaneous and reserve charges.

50. Meadow Lark collected fuel surcharges from shipping customers which it was supposed to pass along to the Drivers in the calculation of fuel costs but Meadow Lark improperly retained part of those surcharges despite the Drivers incurring the cost of fuel.

51. Meadow Lark also negotiated discounts with fuel providers and passed some of that discount onto the driver, although Meadow Lark unilaterally and

[2] This was eliminated when Meadow Lark transitioned to allocating 2% of the gross revenue from the customer for insurance. P.163-164. (This was mostly paid for by the contract drivers because it reduced the revenue from which their percentage was taken. For example, if a driver was on a 75% of the line haul revenue contract, the driver lost the amount equaling 75% of the 2% insurance withholding.) p.165.

without notice significantly increased the percentage of the fuel discount that they kept for itself during the relevant period, despite promising the fuel discount during the driver recruitment process.

52. And every one of the deductions imposed on Drivers was something that the Driver would not pay for if he or she was an employee driver.

DRIVERS TREATED THE SAME

53. All control detailed above was imposed on all Drivers in the same way.

54. Deductions were also handled the same way for all Drivers.

55. All Drivers signed the same boilerplate "independent contractor" agreements that Usem designed, selected, and/or wrote.

56. The only difference in deductions among Drivers turned on which percentage of the line haul revenue option they chose under Exhibit A to the Usem contract. They fell into four groups. Except for the differences in those options, all Drivers were treated the same way for purposes of the calculation of the deductions. The same rates for fuel, tires, all types of insurance, fuel tax, administrative fees, cleaning deposit, and other deductions apply to every driver

57. Meadow Lark also used the same independent contractor equipment leasing agreements, which Usem also wrote or provided to Meadow Lark, for all drivers throughout the class period.

58. When the contracts changed, to the extent they did, they changed the same way for all Class drivers.

59. Subject to any differences in the vehicle being driven Drivers also paid the same lease amounts to Meadow Lark.

MISREPRESENTATIONS

60. Meadow Lark engaged in the fraudulent “owner-operator” scheme described above to induce Drivers into purchasing the Driving Opportunity. Drivers were promised their own business ownership opportunity, with a chance to earn profits, when in fact, they were led into an arrangement in which Meadow Lark controlled them as if they were employees while forcing the drivers to bear Meadow Lark’s business overhead costs.

61. Between 1985 and 2018, Meadow Lark used contract drivers who owned their own trucks. In 2015, there were about 100 of those drivers. In about 2018, Meadow Lark started leasing trucks and sub leasing them to contract drivers who were required to lease them back to Meadow Lark. This scheme was designed and/or implemented by all the Defendants, including Usem, who wrote the contracts that facilitated the scheme and allowed it to be launched. Meadow Lark also started advertising and contracting with vendors to recruit drivers for the lease arrangement. The lease program allowed them to recruit drivers who didn't have a truck.

62. The percentage of Meadow Lark drivers who quit during their first year went from 3.125% in 2017 to 51.57% in 2018 because of the introduction of the of the “owner-operator” lease back program. The biggest motivating factor for drivers who decided to terminate was the financial losses they suffered due to fuel rates, insurance rates, and other costs that Meadow Lark shifted onto the drivers and deducted from their pay.

63. In 2019, Meadow Lark begin hiring employee drivers. In a few years, the number of employee drivers doubled from 20 to 43. That was due to drivers choosing to be company drivers. In the same period, the number of “owner-operator” drivers collapsed from 500 to 120.

64. In sum, Meadow Lark concealed that the entire Driving Opportunity was a fraudulent scheme designed to bilk the Drivers out of their labor and to have the Drivers pay Meadow Lark unreasonable and/or inflated expenses associated with transporting goods. Meadow Lark motives in perpetuating the scheme were to cut expenses, increase margins on the money Meadow Lark makes selling transportation services, and increase its ability to sell transportation services by pricing below competitor trucking companies that pay drivers and expenses in a lawful fashion.

65. Drivers relied upon Meadow Lark misrepresentations and omissions, and each Driver did purchase the Driving Opportunity. Had Quinn and the other Drivers known the truth, they would not have purchased the Driving Opportunity.

CLASS ACTION ALLEGATIONS UNDER FED. R. CIV. P. 23

66. Quinn seeks to maintain his federal and Montana state law claims as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure. In particular, Quinn seeks to certify the following Rule 23 Class:

> All current and former Drivers who leased trucks and drove for Meadow Lark and had deductions taken from their compensation for a truck lease payment in any week within the United States at any time during the period beginning five years prior to the filing of this Complaint and continuing through the resolution of this action.

67. Excluded from the Rule 23 Class are Meadow Lark's legal representatives, officers, directors, assigns and successors, or any individual who has, or who at any time during the class period has had, a controlling interest in Meadow Lark Transport or the other Meadow Lark entities; the Judge(s) to whom this case is assigned and any member of the Judge's immediate family; and all persons who will submit timely and otherwise proper requests for exclusion from the Rule 23 Class.

68. Quinn seeks to serve as a Class Representative for the above-defined Class.

69. Quinn's Montana state law claims have been brought and may properly be maintained as a class action under Rule 23 because there is a well-defined community of interest in the litigation and the putative Class is easily ascertainable.

70. Numerosity: The potential members of the Class are believed to exceed 400, and the Class Members are so numerous that joinder of all members is impracticable.

71. Commonality: There are questions of law and fact common to Quinn and the Class that predominate over any questions affecting only individual members of the Class. Examples of these common questions of law and fact include, without limitation:

a. Whether Meadow Lark in the offer, sale, and/or operation of the Driving Opportunity violated the federal Truth-in-Leasing Regulations, 49 C.F.R. § 376.1 et seq. (made actionable under the Motor Carrier Act under 49 U.S.C. §14704 et seq.);

b. Whether Meadow Lark misclassified Drivers as independent contractors under, and violated, the Montana Employee Indemnification Act, Mont. Code Ann. § 39-2-701 by failing to reimburse Drivers' expenses and losses;

c. Whether Meadow Lark committed constructive fraud by concealing material facts including the high turnover and failure rates of Drivers, the low average income of Drivers, the low average miles Meadow Lark provided to Drivers, and the excessive and inflated charges to Drivers;

d. Whether Meadow Lark breached the applicable contracts and implied covenant of good faith and fair dealing, including whether Meadow Lark paid the Drivers the correct amounts, whether Meadow Lark took improper set-offs or deductions from payments due the Drivers, whether Meadow Lark should have reimbursed the Drivers for certain of their business expenses, and whether Meadow Lark charged excessive and improperly inflated expenses to Drivers;

e. Whether Meadow Lark was unjustly enriched by the scheme described herein;

f. The nature and extent of class-wide injury and the measure of damages for those injuries; and

g. The proper formula and methodology for calculating restitution, damages and penalties owed to Quinn and the Drivers as alleged herein.

72. Typicality: Quinn's claims are typical of the claims of the Drivers. Meadow Lark common course of unlawful conduct as alleged herein has caused Quinn and Drivers to sustain the same or similar injuries and damages. Quinn's allegations – both legal and factual – are thereby representative of and co-extensive with the claims of the Drivers.

73. Adequacy: Quinn does not have any conflicts of interest with members of the Class of Drivers he seeks to represent, and Quinn will prosecute this case vigorously on behalf of the Drivers. Quinn's Counsel are competent and experienced in litigating consumer and complex commercial class actions. Quinn will fairly and adequately represent and protect the interests of the Class he seeks to represent.

74. Superiority of Class Action: A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Drivers is not practicable, and questions of law and fact common to the Class of Drivers predominate over any questions affecting only individual Drivers. Each Driver has been damaged and is entitled to recovery by reason of Meadow Lark Transport's illegal practices and violations of law stated in this complaint. Class treatment will allow those similarly situated persons to litigate their claims in the manner most efficient and economical for the Parties and the judicial system.

75. Quinn knows of no difficulty that would be encountered in the management of this litigation that would preclude its maintenance as a class action.

FIRST CLAIM FOR RELIEF

Violation of The Truth-in-Leasing Regulations
49 C.F.R. §376 et seq. and 49 U.S.C. §14704
(Quinn and the Drivers v. Meadow Lark Transport)

76. Quinn re-alleges and incorporates all other paragraphs as though fully set forth herein.

77. Under federal law and regulations, "authorized motor carriers" such as Meadow Lark Transport may perform authorized transportation in leased equipment *only* if the equipment lease is in *written* form meeting the requirements set forth in the federal Truth-in-Leasing Regulations at 49 C.F.R. § 376.12. *See* 49 C.F.R. § 376.11.

78. The Federal Truth-in-Leasing Regulations were passed "to prevent large carriers from taking advantage of individual owner-operators due to their weak bargaining position." *Port Driver s Federation 18, Inc. v. All Saints Express, Inc*., 2009 WL 3234589 *2 (D.N.J. September 28, 2009).

79. At all times material herein, Meadow Lark Transport was a motor carrier operating in interstate commerce and required to comply with Truth-in-Leasing Regulations under 49 CFR § 376.

80. At all times material herein, Meadow Lark Transport was an "authorized carrier" within the meaning of 49 C.F.R. § 376.2(a) and a "lessee" within the meaning of 49 C.F.R. § 376.2(g).

81. At all times material herein, Quinn and the Drivers operated their trucks to the exclusion of all other persons.

82. At all times material herein, the Drivers were "owners" within the meaning of 49 C.F.R. § 376.2(d), and "lessors" within the meaning of 49 C.F.R. § 376.2(t).

83. At all times material herein, the arrangement between Meadow Lark Transport and the Drivers was a "lease" within the meaning of 49 C.F.R. § 376.2(e), wherein the Drivers granted use of the equipment to Meadow Lark Transport for use in the regulated transportation of property in exchange for compensation.

84. At all times material herein, the truck and trailer leased to Meadow Lark Transport by the Drivers were "equipment" within the meaning of 49 C.F.R § 376.2(b).

85. The arrangement Meadow Lark Transport had with Quinn and the Drivers did not conform to the requirements set forth in the Truth-in-Leasing Regulations making the entirety of the transportation services Meadow Lark Transport provides using Drivers unlawful. 49 C.F.R. § 376.11(a).

86. Meadow Lark Transport has failed to comply with, and disclose information required by, the Truth-in-Leasing Regulations including, but not limited to:

a. 49 C.F.R. § 376.11(a) (lease must be in writing);

b. 49 C.F.R. § 376.11(a) (receipt for equipment must be given);

c. 49 C.F.R. § 376.12(a) (lease must be signed by parties);

d. 49 C.F.R. § 376.12(b) (lease start and end date specified in writing);

e. 49 C.F.R. § 376.12(c) (lease must provide carrier unqualified exclusive possession, control, and use in writing);

f. 49 C.F.R. § 376.12(d) (compensation to Drivers must be specified in writing);

g. 49 C.F.R. § 376.12(e) (costs/charges and other items to Drivers must be specified in writing);

h. 49 C.F.R. § 376.12(f) (payment period details must be specified in writing);

i. 49 C.F.R. § 376.12(g) (written lease must provide that copies of freight bill or other form of freight rate documentation will be given to Drivers at or before time of settlement and/or permit inspection of such documents, and Drivers must be so advised in writing);

j. 49 C.F.R. § 376.12(h) (all charge-back/deduction items must be specified in writing in the lease together with recitation of method of calculation and advising/affording Drivers copies of validating documents);

k. 49 C.F.R. § 376.12(i) (lease must specify/advise in writing that no products, equipment or services are required to be purchased or rented from authorized carrier and must specify the manner in which carrier may deduct from compensation for any permitted rentals or purchase);

l. 49 C.F.R. § 376.12 (j) (lease must specify/advise in writing all obligations respecting various insurances);

m. 49 C.F.R. § 376.12 (k) (lease must specify/advise in writing various obligations respecting escrows); and

n. 49 C.F.R. § 376.12 (l) (all parties must sign lease and copy must be provided to Drivers to carry on board);

87. Meadow Lark Transport held Drivers responsible for various claims, fees, costs and penalties. These policies impermissibly limit Meadow Lark Transport's exclusive possession, control and responsibility concerning the operation of the vehicles, in violation of 49 C.F.R. § 376.12(c)(1), and, in several instances, impermissibly seek to limit Meadow Lark Transport's legal obligations concerning public liability insurance under 49 C.F.R. § 376.12(j)(1) and 49 U.S.C. § 13906.

88. Meadow Lark Transport established an escrow account on behalf of Drivers but did not specifically state the items that this escrow account may be applied to, in violation of 49 C.F.R. § 376.12(k)(2) and failed to pay required interest on such funds.

89. Meadow Lark Transport withheld Drivers' escrow funds for longer than 45 days from the date of termination, in violation of 49 C.F.R. § 376.12(k)(6).

90. Meadow Lark Transport required Drivers to pay for various fixed charges on a weekly basis in violation of Meadow Lark Transport's obligation not to require Drivers to purchase any products, equipment or services from Meadow Lark Transport as a condition of entering into the lease, in violation of 49 C.F.R. § 376.12(i).

91. The conduct and business practice of authorized motor carriers such as Meadow Lark Transport must comply with the Truth-in-Leasing regulations irrespective of whether their written lease agreements satisfy the requirements of the regulations. *See* 49 C.F.R. § 376.12.

92. The above violations are mere examples of the written lease violating substantial provisions of the Truth-in-Leasing Regulations. Moreover, many of the violations stated herein violate multiple sections of the Truth-in-Leasing Regulations even where only one specific section is cited.

93. At all times material herein, Meadow Lark Transport was required to have a written lease with the owner or, in this case, the lessees (i.e. Quinn and the Drivers) with exclusive possession of the leased trucks driven in its fleet that complied with 49 CFR § 376.

94. Meadow Lark Transport either directly or through the other Meadow Lark companies made unauthorized and unexpected weekly deductions from

Quinn's and the Drivers' pay for truck payments, escrow payments, repairs, maintenances, licenses, insurance, and other expenses.

95. Quinn and the Drivers were disadvantaged by a lack of transparency in their contractual relationship with Meadow Lark Transport and such caused damages including under-compensation, improper and excessive deductions, and otherwise significant economic harm. Meadow Lark Transport failed and refused to provide Quinn and the Drivers with documentation that would have confirmed the underpayments, overcharges, otherwise unlawful deductions and failed to advise them in writing of their express regulatory entitlement to such documents. In sum, Quinn and the Drivers were damaged by Meadow Lark Transport violations of the Truth-in Leasing Regulations and therefore have a viable claim for relief under 49 U.S.C. §14704(a).

SECOND CLAIM FOR RELIEF

Violation of the Montana Employee Indemnification Act
Mont. Code Ann. § 39-2-701
(Quinn and the Drivers v. Meadow Lark)

96. Quinn re-alleges and incorporates all other paragraphs as though fully set forth herein.

97. Meadow Lark misclassified Quinn and the Drivers as independent contractors when in fact they were employees of Meadow Lark entitled to the protections of Montana wage and hour laws.

98. Drivers work regular schedules for Meadow Lark, often 6-7 days per week, and 11-14 hours per day, in order to meet Meadow Lark's service and stand-by demands. As a result, it is impracticable for Drivers to simultaneously take on any other employment outside of Meadow Lark Transport.

99. While Meadow Lark purported that Drivers were "independent contractors," it treated them as employees in every material respect including the many ways detailed above in which Meadow Lark controlled the Drivers. Indeed, the relationship between Meadow Lark and the Drivers satisfies multiple indicia of employment under Montana law, including but not limited to, for example:

a. No Freedom from Control or Direction:

Meadow Lark Transport controlled the performance of Drivers' work under the terms and conditions of service with Meadow Lark Transport. Meadow Lark Transport determined the appearance of the truck (including by requiring that all trucks bear the Meadow Lark logo); required Drivers to operate under Meadow Lark Transport's Department of Transportation operating authority; required Drivers to go Meadow Lark training and orientation; prohibited its Drivers from working for other companies while also working for Meadow Lark Transport; requireed that Drivers be "qualified" to work for Meadow Lark Transport; requireed Drivers to submit to a background check; controlled the limited pool of route assignments available for Drivers; determined the freight being transported and the customers to whom it was being delivered; fixed Drivers' rate of pay; retained the exclusive right to negotiate prices with the customers; monitored Drivers' work through its dispatchers, managers and other agents; controlled the GPS systems installed in the trucks; and used the truck's electronic communication and camera systems, among other forms of control.

b. <u>Work Performed Within Meadow Lark Transport Facilities and in the Usual Course of their Business</u>:

Drivers performed work that was firmly within the usual course of Meadow Lark's trucking business and not as an independent business. Meadow Lark was in the business of delivering cargo loads to and from its customers, and the Drivers were Meadow Lark's essential labor force for carrying out this core function, expressly designated as such in the contracts they are required to sign. Moreover, the Drivers relied on Meadow Lark's network of facilities to retrieve and drop off freight, including Meadow Lark's designated distribution centers and warehouses.

c. <u>No Independently Established Trade, Occupation, Profession or Business:</u>

Meadow Lark prohibited Drivers from maintaining or advertising an identity separate from Meadow Lark for services of the same type they were contracted to perform for Meadow Lark. Nor were the Drivers in independently established trades, occupations, professions or businesses. The Drivers worked in a job that was synonymous with Meadow Lark's core function of transporting freight and did not operate "independent businesses" that advertised services or solicited clients.

d. **<u>Meadow Lark Supplied the Instrumentalities and Equipment</u>:** Drivers did not own their trucks, trailers, or other equipment, but rather relied on Meadow Lark Transport's leasing program to acquire the same. Drivers were required to meet Meadow Lark's strict maintenance and other requirements respecting said equipment. Meadow Lark also required Drivers to use and pay for Meadow Lark's approved insurance and meeting coverage thresholds prescribed by Meadow Lark.

e. **<u>Meadow Lark Reserved the Right to "Terminate" Drivers:</u>** Meadow Lark retained the right to terminate Drivers on a maximum of seven days' notice without cause, for any reason, or no reason at all.

100. Meadow Lark also established work boundaries including imposing fines for violating its policies for failure to meet reporting requirements, failure to abide by set speed limits, unsecured loads, and the like.

101. Because Quinn and the Drivers were employees, they were entitled to the protections of Montana's employment laws. At issue here are expenses Meadow

Lark took from Quinn and the Drivers for truck payments, trailer payments, computers, fuel, taxes, insurance and other items. Such expenses were necessarily incurred by Quinn and the Drivers as a direct consequence of their duties as a Meadow Lark employee and/or in obedience to Meadow Lark's directions. Consequently, the cost of such items must be borne by Meadow Lark Transport under Mont. Code Ann. § 39-2-701.

THIRD CLAIM FOR RELIEF

Constructive Fraud
(Quinn and the Drivers v. All Defendants)

102. Quinn re-alleges and incorporates tall other paragraphs as though fully set forth herein.

103. Under Montana law, the tort of constructive fraud consists of "(1) any breach of duty which, without an actually fraudulent intent, gains an advantage to the person in fault or anyone claiming under him by misleading another to his prejudice or to the prejudice of anyone claiming under him; or "(2) any such act or omission as the law especially declares to be fraudulent, without respect to actual fraud." Mont. Code Ann. § 28-2-406.

104. As pertinent here, constructive fraud may arise in a commercial transaction where one party possesses knowledge not possessed by the other and may thereby enjoy a position of superiority over the other. *McJunkin v. Kaufman & Broad Home Sys.*, 229 Mont. 432, 439-40, 748 P.2d 910, 914-15 (1987). Here, a

such a transaction and relationship existed between the Drivers and Meadow Lark regarding the Driving Opportunity and all its elements.

105. Once Meadow Lark embarked on offering, advertising, pitching and selling the Driving Opportunity to Quinn and all other Drivers, it owed them a duty of full and truthful disclosure. Meadow Lark breached this duty by concealing material facts from each Driver that:

a. Driver turnover was very high at Meadow Lark;
b. The Driving Opportunity did not present or provide a reasonable sustained economic opportunity for Drivers;
c. Drivers that had purchased the Driving Opportunity often failed within months and lost money;
d. Drivers that had purchased the Driving Opportunity did not receive 75 percent of the actual gross revenues from customers and that Meadow Lark had skimmed additional amounts off the actual gross revenues;
e. Drivers that had purchased the Driving Opportunity often had weeks where they earned very little or even went negative in their pay;
f. Meadow Lark did not and would not comply with the Truth-in-Leasing Regulations;

g. Meadow Lark did not and would not fully disclose terms involving compensation, expenses, duration, and the services Meadow Lark would provide to the Drivers;

h. Meadow Lark had charged Drivers that had purchased the Driving Opportunity excessive amounts for items such as various types of insurance, fuel tax, escrow fees, fuel, etc. and would continue to do so in the future;

i. Meadow Lark had not and would not pay Drivers the full fuel surcharges to which they were/would be entitled;

j. Meadow Lark had not and would not pay Drivers interest on escrow accounts to which they were/would be entitled;

k. Meadow Lark had failed and refused to provide documents and data validating the gross compensation owed to Quinn and the Drivers and would continue to do so in the future;

l. Meadow Lark failed and refused to provide documents and data validating the expenses and deductions taken from Quinn and the Drivers and would continue to do so in the future; and

m. Meadow Lark imposed working terms and conditions on Quinn and the Drivers that rendered them employees rather than true independent contractors and would continue to do so in the future.

n. Meadow Lark unilaterally appropriated fuel discounts that belonged to drivers.

o. In or about 2020, Meadow Lark unilaterally began using 2% of the gross haul payment for insurance, which reduced the drivers' income that was based on a percentage of the gross haul charge.

106. When Meadow Lark omitted the above noted material facts, they intended that Drivers would rely on them in making the decision to purchase the Driving Opportunity, and the Drivers did so.

107. The undisclosed and true material facts were known only to Meadow Lark and were not within the reasonable attention and observation of Quinn and other Drivers that purchased the Driving Opportunity.

108. Quinn and the putative class relied on such omissions in purchasing the Driving Opportunity. Had Meadow Lark provided the full truth, Quinn and the Drivers would not have purchased the Driving Opportunity.

109. Quinn and the Drivers suffered damages as a direct result of Meadow Lark's material and omissions in that they paid moneys for the Driving Opportunity, were defrauded out of their labor and full and proper compensation for same, and Meadow Lark gained an unconscionable advantage over them.

110. In the conduct described above, Meadow Lark acted intentionally with malice and/or with reckless disregard toward the rights of Quinn and the Drivers,

entitling Quinn and the putative Class to an award of actual, consequential, and punitive damages under applicable law.

FOURTH CLAIM FOR RELIEF

Breach of Contract and Covenant of Good Faith
(Quinn and the Drivers v. Meadow Lark)

111. Quinn re-alleges and incorporates all other paragraphs as though fully set forth herein.

112. Meadow Lark breached its contractual and good faith obligations to Quinn and the Drivers by:

a. Failing to pay Quinn and the Drivers 75 percent (or other required percentage) of the actual gross revenue that it received;

b. Failing and refusing to provide documents and data supporting the amounts of gross revenue owed to the Drivers;

c. Taking unauthorized and excessive charges/deductions from Drivers' compensation;

d. Failing and refusing to provide documents and data supporting the amounts of charges/deductions taken from Drivers;

e. Failing and refusing to pay the Drivers accurate fuel surcharges collected from customers;

f. Acting dishonestly and failing to abide by state and federal laws and regulations (which, by operation of law are incorporated into any contracts with Meadow Lark) in carrying out their obligations to Quinn and the Drivers.

g. Unilaterally appropriating fuel discounts that belonged to drivers.

h. Beginning in approximately 2020, unilaterally taking 2% of the gross haul payment for insurance, which reduced the drivers' income that was based on a percentage of the gross haul charge.

113. Meadow Lark acted so as to injure the rights of Quinn and the Drivers so as to deprive them of the benefits of the agreements.

114. Meadow Lark had a legal duty to act honestly, in good faith, and in accordance with federal and state laws and regulations and reasonable commercial standards during all contractual negotiations with Quinn and the Drivers and in the performance of their respective obligations.

115. Meadow Lark breached its legal duties to Quinn and the Drivers and did not otherwise deal in good faith, fairly, or in accordance with federal or state law or regulations or reasonable commercial standards for the reasons stated above.

116. As a result of Meadow Lark's conduct, Quinn and the Drivers suffered damages. Meadow Lark is required to compensate, reimburse, and make Quinn and the Drivers whole for all compensation and benefits they would have received had it not been for its illegal actions.

FIFTH CLAIM FOR RELIEF

Unjust Enrichment
(Quinn and the Drivers v. All Defendants)

117. Quinn and the Drivers re-allege and incorporate by reference all allegations in all other paragraphs.

118. To the extent no enforceable contracts exist, in whole or in part, to regulate the panoply of obligations between Quinn and the Drivers on the one hand and Defendants on the other hand, Defendants were unjustly enriched by Quinn and the Drivers as (1) Quinn and the Drivers conferred benefits on Defendants by providing driving services to Meadow Lark and paying expenses on its behalf; (2) Defendants and each of them appreciated and knew of such benefits; and (3) Defendants accepted and retained such benefits under such circumstances as to make it inequitable for them to retain the benefits without payment of their full value. Additionally, Defendants through Meadow Lark set up a scheme to withhold money, and then did withheld money, they knew or should have known Meadow Lark was not entitled to and did so for their own benefit.

119. Defendants' unjust enrichment caused Quinn and the Drivers to suffer damages and financial losses including, among other things, loss of income and interest thereon.

120. Quinn and the Drivers are entitled to restitution of all benefits conferred upon Defendants, including but not limited to, the disgorgement of any unjust profits.

SIXTH CLAIM FOR RELIEF

JOINT TORTIOUS ENTERPRISE – RESTATEMENT § 876

(Quinn and the Drivers v. Roth, Kandas, Usem, and Huffman Usem)

121. Quinn and the Drivers re-allege and incorporate by reference all other paragraphs.

122. Defendants Roth, Kandas and Usem and Huffman Usem engaged in the tortious acts described herein in concert with the other Defendants or pursuant to a common design with them or knew that the others' conduct constituted a breach of duty and gave substantial assistance or encouragement to them or gave substantial assistance to each other in accomplishing a tortious result and their own conduct, separately considered, constitutes a breach of duty to the third person.

123. Kandas and Roth did this by conceiving of and implementing the scheme to expand the Meadow Lark workforce while shifting expenses onto the Drivers through a lease-back program that allowed Meadow Lark to bill Drivers that had no trucks or businesses and were controlled by Meadow Lark in every imaginable way, for Meadow Lark's overhead costs as if as they were independent contractors. Kandas and Roth misrepresented the Driving Opportunity to Drivers,

concealed important facts from them, and deducted excessive amounts from the Drivers pay. As the CEO and COO, this scheme would never have been authorized without Kandas' and Roth's involvement and explicit approval given that the scheme became central to Meadow Lark's business model.

124. Usem and Huffman Usem did this by advising Meadow Lark how to structure the deal and writing the contracts and other documents that brought the scheme to life and allowed it to be implemented. Usem and Huffman Usem knew that the whole purpose of the scheme that they enabled was to allow Meadow Lark to seduce prospective drivers with false representations to amass a workforce that expanded Meadow Lark's business and revenue while shifting business cost and risk onto the Drivers. Usem and Huffman Usem further knew that Meadow Lark did not intend to treat the Drivers and true independent contractors but rather intended to control and micromanage them in all the same material ways that Meadow Lark controlled and managed the relatively small number of drivers who were on its company payroll. Despite this knowledge, Usem and Huffman Usem used their capacity as lawyers to draft documents that it knew enabled an illegal scheme.

125. As a direct and legal result of the joint tortious conduct of these Defendants, Quinn and the Drivers suffered damages and financial losses including, among other things, loss of income and interest thereon.

PRAYER FOR RELIEF

WHEREFORE, Quinn on behalf of himself and the Drivers prays for relief as follows:

a. For damages and restitution according to proof at trial for all injuries in the amount of $15 million;

b. For a declaratory judgment that Meadow Lark has violated federal and Montana law and public policy as alleged herein;

c. For preliminary, permanent, and mandatory injunctive relief prohibiting Meadow Lark, their officers, agents, and all those acting in concert with them from committing in the future those violations of law herein alleged;

d. For an order awarding Quinn and the Drivers compensatory damages, including restitution, recovery of all money and other valuable consideration paid for the Driving Opportunity, including all amounts wrongfully deducted from Driver pay, actual damages, and all other sums of money owed to Quinn and the Drivers, together with interest on these amounts, according to proof;

e. For an order awarding Quinn and the Drivers civil penalties pursuant to Montana law, with interest thereon;

f. For an award of reasonable attorneys' fees as provided by Montana and federal law;

g. For all costs of suit;

h. For interest on any damages and/or penalties awarded, as provided by applicable law; and

i. For such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Quinn hereby demands a jury trial on all claims and issues for which Quinn is entitled to a jury.

Dated this 17th day of July, 2024.

Respectfully submitted,

/s/ John Morrison
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Attorneys for Quinn and the Putative Class

CERTIFICATE OF SERVICE

I hereby certify that on the 17th day of July, 2024, a true copy of the foregoing was served by U.S. Mail, first class, postage prepaid, to the following:

Amanda Roth
MEADOW LARK COMPANIES
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MEADOW LARK TRANSPORT
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By: ______________________
Amy Kirscher