

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

FILED
August 06, 2025
CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS

TIMOTHY STEARS, AMANDA WILSON,
AND JOSEPH GREEN, individually and on
behalf of all other similarly situated persons,
Plaintiffs,

BY: RR
DEPUTY

Case No. 5:24-cv-593

v.

**SECOND AMENDED CLASS
ACTION COMPLAINT**

DETMAR LOGISTICS LEASING, LLC
AND DETMAR LOGISTICS, LLC
Defendant(s).

JURY DEMAND

Plaintiff Timothy Stears brings this Class Action against Detmar Logistics Leasing, LLC (“Detmar Leasing”) and Detmar Logistics LLC (“Detmar Logistics”), individually and on behalf of all similarly situated current and former drivers and entities who signed an Owner Operator Agreement with Detmar Leasing; and Amanda Wilson and Joseph Green bring this Class Action against Detmar Logistics, individually and on behalf of all current and former employee Company Drivers of Detmar Logistics who were paid on a percentage basis. By their attorneys, upon personal knowledge as to themselves and upon information and belief as to other matters, Plaintiffs Stears, Wilson, and Green allege as follows:

INTRODUCTION

1. Defendants are Detmar Leasing and Detmar Logistics (collectively “Detmar”). They are privately owned companies, owned and operated by related individuals for a common business purpose of procuring and transporting fracking sand to its customers.

2. Detmar is a leader in the proppant logistics and transportation industry.

3. To accomplish its business purpose, Detmar relies on hundreds of truck drivers to deliver loads of fracking sand to its customers.

4. Detmar Logistics contracts with “Company Drivers,” who Detmar Logistics classifies as employees.

5. Detmar Leasing contracts with “Owner Operators” whereby Owner Operators are classified as independent contractors and lease their trucks to Detmar Leasing.

6. Owner Operators haul loads for Detmar Logistics using the trucks they leased to Detmar Leasing. Detmar Logistics pays Owner Operators for the loads Owner Operators haul.

7. Plaintiffs Wilson and Green seek redress under Texas common law for breach of contract and unjust enrichment pursuant to Rule 23 of the Federal Rules of Civil Procedure individually and on behalf of all other current and former Company Drivers who drove for Detmar Logistics and were paid on a percentage basis during the applicable limitations period. This proposed class is referred to herein as the Texas Class. Plaintiff Wilson, Plaintiff Green, and the Texas Class are collectively referred to as “Company Drivers.”

8. Detmar Logistics repeatedly represented to Company Drivers that depending on the Company Drivers’ experience, it would pay Company Drivers at least 25% of the gross revenue for each load Company Drivers hauled for Detmar Logistics.

9. Company Drivers agreed to haul loads for Detmar Logistics with the understanding that they would be paid at least 25% of each load’s gross revenue.

10. Upon information and belief, Detmar Logistics skimmed off the top of the gross revenue for loads Company Drivers hauled and calculated and paid Company Drivers on a percentage basis using an amount that was less than the gross revenue for the loads Company Drivers hauled for Detmar Logistics.

11. As a result, Detmar Logistics breached their contract with Company Drivers causing Company Drivers to suffer financial damages.

12. Plaintiff Stears brings claims under the federal Truth in Leasing Act (“TILA”), 49 C.F.R. § 376.12(g) against Detmar, pursuant to Rule 23 of the Federal Rules of Civil Procedure, on behalf of himself and a class of similarly situated current and former drivers and entities who signed an Owner Operator Agreement with Detmar Leasing at any time during the four years prior to the filing of the complaint through December 29, 2024.¹ Plaintiff Stears alleges that Detmar Logistics and Detmar Leasing jointly violated the TILA by failing to clearly state the basis of compensation in the Owner Operator Agreement for Plaintiff Stears and the proposed TILA Class Members (collectively “Owner Operators”) and by failing to provide Owner Operators with copies of rated freight bills or other documentation containing the same information for the loads Owner Operators hauled for Detmar, so they could verify the accuracy of their pay. Plaintiff Stears seeks to recover lost wages and other compensation caused by Detmar’s violation of the TILA pursuant to 49 C.F.R. § 376.12(d),(g).

13. Detmar requires Owner Operators to enter into Owner Operator Agreements with Detmar Leasing, whereby Owner Operators lease equipment to Detmar Leasing and haul loads for Detmar Logistics.

14. The Owner Operator Agreement provides that Detmar Leasing will pay Owner Operators a percentage of the final gross revenue Detmar Leasing receives for each load Owner Operators haul. The Owner Operator Agreement further provides that Detmar Leasing will email Owner

¹ Detmar began using a new agreement with Owner Operators on December 30, 2024. Unless specified otherwise, Plaintiffs use the term “Owner Operator Agreement” in this complaint to refer to the version of the Owner Operator Agreement that Detmar used prior to December 30, 2024.

Operators rated load documentation at the time they receive their settlement statement, which is the equivalent of a paycheck.

15. As authorized motor carriers registered with the Secretary of Transportation, Detmar Leasing and Detmar Logistics must comply with the requirements of the TILA 49 C.F.R. § 376.11 to perform authorized transportation where it does not own the relevant equipment.

16. The TILA is intended to remedy disparities in bargaining positions between owner operators and motor carriers and prevent opportunities for skimming. To further its goal of protecting the economic welfare and stability of owner operators, the TILA promotes full disclosure between motor carriers and owner operators.

17. To that end, the TILA requires Detmar to have a “written lease granting the use of the equipment” that complies with “the requirements contained in § 376.12.” 49 CFR § 376.11-12.

18. Pursuant to Section 376.12(d) of the TILA, “[t]he amount to be paid by the authorized carrier for equipment and driver’s services shall be clearly stated on the face of the lease or in an addendum which is attached to the lease.”

19. The TILA further requires, pursuant to 49 C.F.R. § 376.12(g), that when an owner operator’s revenue is based on a percentage of the load’s gross revenue, the motor carrier must provide a copy of the rated freight bill² or other form of documentation used for a load containing the same information.

20. The Owner Operator Agreement provides that Detmar Leasing will pay Owner Operators “80% of final gross revenue actually received by [Detmar Leasing] from the use of the Equipment” or “70% of final gross revenue actually received by [Detmar Leasing],” if Detmar Leasing provides

² Plaintiffs use the terms “rated load documentation” and “rated freight bill” interchangeably as both refer to documentation showing the amounts Detmar billed the customer for the load.

the Owner Operator with Detmar Leasing's trailer. The Owner Operator Agreement does not explain or define how Detmar will arrive at the final gross revenue used to calculate Owner Operators' pay.

21. Even though the Owner Operator Agreement provides that Detmar Leasing will give Owner Operators the rated load documentation, in reality, neither Detmar Leasing nor Detmar Logistics provided Owner Operators with that documentation, or any other documentation that allowed Owner Operators to verify that they were being paid the correct percentage of the final gross revenue.

22. Detmar violated the TILA by failing to clearly state the basis of Owner Operators' compensation in the OOA and by failing to give Owner Operators a copy of the rated freight bill or any other document containing the same information that would appear on a rated freight bill at or before the time of settlement as specified in the Owner Operator Agreement, which Detmar required Owner Operators to sign, and as required under 49 C.F.R. § 376.12(d),(g).

23. As a result of Detmar's TILA violations, Owner Operators did not have the documents necessary to determine the validity of their computed pay and suffered actual damages in the form of lost compensation.

24. Plaintiffs bring their TILA and Texas claims pursuant to Rule 23 of the Federal Rules of Civil Procedure.

JURISDICTION AND VENUE

25. This Court has subject matter jurisdiction over Plaintiff Stears' proposed TILA Class claims against Detmar under 28 U.S.C. § 1331 because this is a civil action arising under the laws of the United States. Specifically, this action is brought under 49 C.F.R. § 376.12. Plaintiffs have a private right of action for damages, injunctive relief, and attorneys' fees and costs under 49

U.S.C. § 14704. Jurisdiction over Plaintiffs' claims for declaratory relief is conferred by 28 U.S.C. §§ 2201 and 2202.

26. This Court has subject matter jurisdiction over Plaintiff Wilson's and Plaintiff Green's proposed Texas Class claims against Detmar Logistics under the Class Action Fairness Act, 28 U.S.C. § 1332(d), because this is a proposed class action where: (1) there are more than 100 Texas Class members; (2) the combined claims of the Texas Class members exceed \$5,000,000.00, exclusive of interest, attorneys' fees, and costs; and (3) Detmar Logistics and at least one class member are citizens of different states.

27. Citizenship of the members of the proposed class action classes is dispersed across the United States.

28. Plaintiffs' claims involve matters of national and/or interstate interest.

29. Plaintiffs, Company Drivers, and Owner Operators were engaged in commerce in their work for Defendant.

30. Venue is proper in the Western District of Texas pursuant to 28 U.S.C. § 1391 because Defendant resides in this District for venue purposes and/or is subject to the Court's personal jurisdiction in that it has substantial contacts with and conducts business in this District. In addition, a substantial part of the events giving rise to the claims occurred in the Western District of Texas.

PARTIES

31. Plaintiff Timothy Stears is a citizen and resident of New Mexico.

32. Plaintiff Stears worked for Detmar as an Owner Operator truck driver pursuant to an Owner Operator Agreement with Detmar Leasing from approximately October 2019 to May 2023.

33. Plaintiff Amanda Wilson is a citizen and resident of Florida.

34. Plaintiff Wilson worked for Detmar Logistics as a Company Driver from approximately September 2023 to February 2024.

35. Plaintiff Joseph Green is a citizen and resident of Texas.

36. Plaintiff Green worked for Detmar Logistics as a Company Driver from approximately January 2024 to August 2024.

37. Defendants Detmar Leasing and Detmar Logistics are limited liability companies formed and existing under the laws of the State of Texas.

38. On information and belief, Matthew Detmar is the sole owner and member of Detmar Logistics and Detmar Leasing.

39. Matthew Detmar is a citizen and resident of Texas.

40. On information and belief, Defendants have common ownership and interrelated operations. Defendants Detmar Leasing and Detmar Logistics are motor carriers registered with the U.S. Department of Transportation.

41. Each of the Defendant's headquarters are located at 503 Med Court, San Antonio, Texas 78258.

42. All actions and omissions described in this complaint were made by Defendants directly or through its supervisory employees and agents.

CLASS ALLEGATIONS

43. Plaintiff Stears brings his TILA claims pursuant to Rule 23 of the Federal Rules of Civil Procedure, on behalf of himself and a class of similarly situated persons identified as: "all current and former drivers and entities who signed an Owner Operator Agreement ("OOA") with Detmar Leasing, LLC at any time during the four years prior to the filing of the complaint through the date of final judgment." This proposed class is referred to herein as the "TILA Class."

44. Plaintiffs Wilson and Green bring their Texas state law claims pursuant to Rule 23 of the Federal Rules of Civil Procedure, on behalf of themselves and a class of similarly situated persons identified as: “all current and former employee Company Drivers who hauled loads for Detmar Logistics, LLC and were paid on a percentage basis during the applicable statute of limitations.” This proposed class is referred to herein as the “Texas Class.”

45. Excluded from the TILA Class and Texas Class are Defendants’ legal representatives, officers, directors, assigns, and successors, or any individual who has, or who at any time during the relevant class period has had, a controlling interest in Defendants.

46. The persons in the TILA Class and Texas Class are so numerous that joinder of all members is impracticable. The precise number of such persons is not known to Plaintiffs, however, the facts on which the calculation of that number can be based are presently within Defendants’ sole control.

47. Upon information and belief, the TILA Class and Texas Class each have hundreds of putative members.

48. There are questions of law and fact common to the TILA Class that predominate over any questions solely affecting individual members of the TILA Class, including but not limited to:

- a. Whether Defendants failed to clearly state in the OOA the amount Detmar would pay TILA Class members for equipment and driver’s services as required under 49 C.F.R. § 376.12(d);
- b. Whether Defendants failed to give TILA Class members a copy of the rated freight bill or other documentation used for a load containing the same information, at or before the time of settlement as specified in the OOA, which Defendants required TILA Class members to sign, and as required under 49 C.F.R. § 376.12(g);

- c. Whether Defendants failed to pay TILA Class members in accordance with the OOA;
- d. Whether TILA Class members are entitled to declaratory judgment and injunctive relief as to any of the claims identified herein: and
- e. The nature and extent of class-wide injury and the appropriate measure of damages.

49. Plaintiff Stears' claims are typical of the TILA Class members' claims he seeks to represent insofar as he alleges that Defendants had a policy and practice violating the TILA by failing to adhere to and perform the provisions of the OOA that are required by the TILA.

50. There are questions of law and fact common to the Texas Class that predominate over any questions solely affecting individual members of the Texas Class, including but not limited to:

- a. Whether Detmar Logistics and Texas Class members entered into a valid contract providing that Detmar Logistics would pay Texas Class members at least 25% of the gross revenue for each load Texas Class members hauled;
- b. Whether Texas Class members tendered performance under the contract—i.e. hauled the loads for Detmar Logistics;
- c. Whether Detmar Logistics breached the contract by paying Texas Class members on a percentage basis using an amount that was less than the gross revenue for the loads Company Drivers hauled for Detmar Logistics;
- d. Whether Defendants were unjustly enriched by paying Texas Class members on a percentage basis using an amount that was less than the gross revenue for the loads Company Drivers hauled for Detmar Logistics; and
- e. The nature and extent of class-wide injury and the appropriate measure of damages.

51. Plaintiff Wilson's and Plaintiff Green's claims are typical of the Texas Class members' claims they seek to represent insofar as they allege that Detmar Logistics had a policy and practice of breaching their contracts with Texas Class members by paying Texas Class members on a percentage basis using an amount that was less than the gross revenue for the loads Company Drivers hauled for Detmar Logistics.

52. Plaintiff Stears, Plaintiff Wilson, and Plaintiff Green will fairly and adequately represent and protect the interests of the TILA Class and Texas Class. They understand that, as class representatives, they assume fiduciary responsibility of their respective Class to represent its interests fairly and adequately. Plaintiff Stears, Plaintiff Wilson, and Plaintiff Green recognize that as class representatives, they must represent and consider the interests of their respective Class just as they would represent and consider their own interests. They understand that in decisions regarding the conduct of the litigation and its possible settlement, they must not favor their own interests over those of their Class. They recognize that any resolution of a class action lawsuit, including any settlement or dismissal thereof, must be in the interests of their Class. Plaintiff Stears, Plaintiff Wilson, and Plaintiff Green understand that to provide adequate representation, they must remain informed of developments in the litigation, cooperate with class counsel by providing information and any relevant documentary material in their possession, and testify, if required, in a deposition and at trial.

53. Plaintiff Stears, Plaintiff Wilson, and Plaintiff Green have retained counsel competent and experienced in complex class action wage litigation.

54. Defendants have acted or refused to act on grounds generally applicable to the TILA Class and Texas Class, thereby making appropriate final injunctive relief or corresponding declaratory

relief with respect to the TILA Class and Texas Class as a whole under Rule 23(b)(2) of the Federal Rules of Civil Procedure.

55. The class claims are also properly maintainable as a class action under Rule 23(b)(3) of the Federal Rules of Civil Procedure. A class action is superior to other available methods for the fair and efficient adjudication of this case, particularly in the context of wage litigation like the present action, where individual members of the classes may lack the financial resources to vigorously prosecute a lawsuit in federal court against Defendants with far greater resources. The members of the TILA Class and Texas Class have been damaged and are entitled to recovery as a result of Defendants' common and uniform policies, practices, and procedures. In addition, class treatment is superior because it will obviate the need for unduly duplicative litigation that might result in inconsistent judgments about Defendants' practices.

FACTUAL ALLEGATIONS

A. Owner Operators

56. Detmar hired Plaintiff Stears and Owner Operators to haul loads of fracking sand to Detmar's customers.

57. When he was hired, Detmar required Plaintiff Stears to sign an OOA, by which he leased his truck to Detmar Leasing. Detmar requires all Owner Operators to sign an OOA by which Owner Operators lease their trucks to Detmar Leasing.

58. The OOA provides that Detmar Leasing will pay Owner Operators a percentage of the final gross revenue Detmar receives for each load Owner Operators haul but does not define or explain how Detmar arrives at the final gross revenue.³

³ On December 30, 2024, approximately seven months after Plaintiff Stears filed his class action complaint alleging Detmar Leasing violated the TILA, Detmar Leasing began using a new agreement with Owner Operators. Among other things, this new agreement provides that Owner

59. The OOA further provides that when Detmar Leasing compensates Owner Operators for the loads they haul, Detmar Leasing will email Owner Operators a settlement statement and rated load documentation.

60. Despite these provisions of the OOA, Detmar Leasing did not provide Plaintiff Stears, or other Owner Operators with any rated load documentation for the loads they hauled, before or at the time of settlement. Instead, if Plaintiff Stears wanted to know how much a load would pay prior to accepting it, he had to call Detmar Logistics to ask their dispatchers how much the load would pay. The Detmar Logistics dispatchers then verbally informed Plaintiff Stears what the load's gross revenue would be but did not provide him with any documentation reflecting the actual gross revenue for the load, at the time of the conversation, or afterwards.

61. As a matter of practice, Detmar Logistics did not provide Owner Operators with any rated load documentation when Owner Operators accepted loads to haul, and only conveyed the load's gross revenue amount over the phone, like it did with Plaintiff Stears.

62. At the time of settlement, neither Detmar Logistics nor Detmar Leasing sent Owner Operators rated load documentation, despite the OOA provision requiring Detmar to do so.

63. The settlement statements that Detmar Logistics sent Owner Operators did not contain the information that would appear on Detmar's freight bills with its customers.

64. Upon information and belief, Detmar underpaid Owner Operators by paying them less than the percentage of load's final gross revenue specified in the OOA, but because Detmar failed to clearly state the basis of Owner Operators' compensation in the OOA and failed to provide Owner Operators with a rated freight bill or the rated load documentation, or equivalent documentation

Operators will be paid based on each load's "Adjusted Gross Revenue," and defines what charges are and are not included in the Adjusted Gross Revenue used to calculate Owner Operators' compensation.

reflecting the amount Detmar billed its customers for loads, Owner Operators could not verify whether their pay was correct, or detect the underpayments.

65. On multiple occasions, Plaintiff Stears spoke with his dispatcher, Alexandria, before deciding to accept a load. Alexandria told Plaintiff Stears the load's gross revenue before he accepted the load; however, when Detmar Logistics sent Plaintiff Stears his settlement statement for the load, the gross revenue listed for the load was less than the amount Alexandria previously told him.

66. Plaintiff Stears was unable to verify that his pay was correct pursuant to the terms of the OOA, or dispute any underpayments, because he did not have a rated load documentation or any other documentation from Detmar containing the load's gross revenue.

67. When Owner Operators tried to dispute their pay, Detmar refused to provide documents to Owner Operators reflecting the actual gross revenue Detmar received for the load.

68. Two Owner Operators informed Plaintiff Stears that Detmar Logistics' President and CEO, Matthew Detmar, admitted on a conference call that prior to calculating Owner Operators' pay for loads they hauled, Detmar skims money from the gross revenue of loads.

69. Because of Detmar's failure to provide Owner Operators with the freight bill or other documentation showing the rates Detmar charged its customers for the loads, Owner Operators were unable to ensure they were being properly paid, or to detect or dispute the disparity between what Detmar agreed to pay them and what Detmar actually paid them, which caused Owner Operators to suffer financial injury.

70. Detmar violated the TILA by failing to adhere to the required lease provisions regarding Owner Operators' compensation and provision of the rated freight bill or other form of freight documentation, which caused Owner Operators financial injury.

B. Company Drivers

71. Detmar Logistics hired Plaintiff Wilson, Plaintiff Green, and Company Drivers to haul loads of fracking sand to Detmar Logistics' customers.

72. Detmar Logistics required Plaintiff Wilson, Plaintiff Green, and all Company Drivers to attend Detmar Logistics' orientation in Midland, Texas before working as a Company Driver.

73. Prior to orientation, a Detmar Logistics Recruiting Specialist, Brooke Parish, emailed Plaintiff Wilson a "Company Driver Info Package #1," which provided in part, "Company drivers start at 25% of the truck's gross weight"

74. Brooke Parish also emailed Plaintiff Green a "Company Driver Information Package" before he attended orientation, which provided the same representation regarding pay—"Company drivers start at 25% of the truck's gross weight" Upon information and belief, Detmar Logistics sent the same information package to other Company Drivers containing the same promise regarding pay.

75. Detmar Logistics' HR Manager, Matt Weimerskirch, emailed a different Company Driver the "Detmar Logistics Welcome Letter from the HR Manager." The email included a representation that Company Drivers' "pay is 25% of each load."

76. Upon information and belief, for loads that Company Drivers haul, Detmar Logistics bills its customers a price per each ton of fracking sand on the load. The revenue for each load that Company Drivers haul is based on the load's weight.

77. For each pay period, Detmar Logistics provided Plaintiff Wilson, Plaintiff Green, and Company Drivers settlement statements indicating that Detmar Logistics was paying them the promised percentage of the "Load Revenue" amount listed on the settlement statement for the loads Company Drivers hauled.

78. Accordingly, Detmar Logistics' representations to Company Drivers that it would pay them starting at "25% of the truck's gross weight," and that "pay is 25% of each load," means the same thing—Company Drivers' pay is at least 25% of each load's gross revenue.

79. Plaintiff Wilson attended an orientation with approximately 20 other Company Drivers. During orientation, Detmar Logistics reiterated to Plaintiff Wilson and the other Company Drivers that it would pay them at least 25% of each load's gross revenue that Plaintiff Wilson and Company Drivers hauled.

80. Plaintiff Green also attended an orientation with approximately 18 other Company Drivers. During orientation, Detmar Logistics reiterated to Plaintiff Green and the other Company Drivers that it would pay them at least 25% of each load's gross revenue that Plaintiff Green and Company Drivers hauled.

81. Based on Detmar's verbal and written representations before, during, and after orientation, Plaintiff Wilson, Plaintiff Green, and Company Drivers understood that Detmar would pay them at least 25% of the gross revenue for each load they hauled.

82. Following orientation, Plaintiff Wilson, Plaintiff Green, and Company Drivers hauled loads of fracking sand for Detmar.

83. When Detmar Logistics offered Plaintiff Green a load, he sometimes asked his driver manager how much the load paid, but his driver manager would not provide him with that information. Instead, his driver manager told Plaintiff Green that he would find out how much the load paid when he received his settlement statement.

84. After delivering each load, Plaintiff Wilson, Plaintiff Green, and Company Drivers sent Detmar a scale ticket, indicating the load's weight, to confirm delivery and receive payment.

85. In or around November 2023, Plaintiff Wilson contacted her Driver Manager Jillian to ask how much load revenue she generated Detmar Logistics for the month of October 2023. Driver Manager Jillian told Plaintiff Wilson an amount based on Detmar Logistics' electronic billing records. That amount was more than \$20,000 higher than the total "Load Revenue" amounts Detmar Logistics had listed on Plaintiff Wilson's settlement statements for October 2023, and that Detmar Logistics had used to calculate her pay.

86. After speaking with her Driver Manager, Plaintiff Wilson spoke with other Company Drivers who suspected Detmar Logistics failed to pay them as promised and was basing their pay on an amount that was lower than the actual gross revenue for the loads they hauled.

87. Plaintiff Wilson, Plaintiff Green, and other Company Drivers did not have access to any documents that would allow them to confirm whether the "Load Revenue" figures that Detmar Logistics listed on the settlement statements were accurate.

88. During the last week of January 2024, Plaintiff Wilson asked her Driver Manager if he could provide her with proof of the amount that Detmar Logistics billed their customers for the loads she hauled. Plaintiff Wilson's Driver Manager sent her photos of Detmar Logistics' electronic billing records for the loads she hauled for Detmar Logistics.

89. Plaintiff Wilson compared the photos of Detmar Logistics' billing records with the settlement statements Detmar Logistics provided her and confirmed that Detmar Logistics billed its customers more in gross load revenue than it reported on her settlement statements for the loads she hauled. As a result, Detmar Logistics paid Plaintiff Wilson less than it should have under their agreement.

90. By way of example, the settlement statement for the pay period of September 18, 2023 to September 24, 2023 indicated that Plaintiff Wilson hauled a load on September 22, 2023. The

settlement statement indicates that the “Load Revenue” was \$617.91, and reflects Detmar Logistics’ payment to Plaintiff Wilson of 25% of that amount, or \$154.48. But Detmar Logistics’ electronic billing records reveal that in reality, Detmar billed \$1,014.13 for the same load, and thus underpaid Plaintiff Wilson by \$99.05.

91. Upon information and belief, Detmar Logistics regularly listed on Plaintiff Wilson’s, Plaintiff Green’s, and Company Drivers’ settlement statements an amount lower than the actual gross revenue for the loads they hauled, and paid a percentage based on an amount lower than the actual gross revenue for those loads, causing Plaintiff Wilson, Plaintiff Green, and Company Drivers financial injury.

FIRST CAUSE OF ACTION

(VIOLATIONS OF THE TRUTH IN LEASING ACT)

92. Plaintiff Stears individually and on behalf of the TILA Class re-alleges and incorporates by reference all allegations in all preceding paragraphs.

93. Defendants violated the Truth in Leasing Act, 49 C.F.R. § 376.12, by failing to clearly state the basis of Owner Operators’ compensation in the OOA and by failing to give Owner Operators a copy of the rated freight bill at or before the time of settlement as specified in the OOA, which Defendants required Owner Operators to sign, and as required under 49 C.F.R. § 376.12(d), (g).

94. As a result of this violation, Plaintiff Stears and members of the TILA Class have lost wages and other compensation due them and are entitled to relief, including recovery of attorneys’ fees, costs, and expenses of this action, as provided by 49 U.S.C. § 14704.

SECOND CAUSE OF ACTION

(BREACH OF CONTRACT)

95. Plaintiff Wilson and Plaintiff Green individually and on behalf of the Texas Class re-allege and incorporate by reference all allegations in all preceding paragraphs.

96. A valid contract existed between Detmar Logistics and Company Drivers in which Detmar Logistics agreed to pay Company Drivers at least 25% of the gross revenue for each load Company Drivers hauled for Detmar Logistics.

97. Company Drivers tendered performance and delivered loads for Detmar Logistics.

98. Detmar Logistics breached their contract with Company Drivers by paying Company Drivers on a percentage basis using an amount that was less than the actual gross revenue for the loads Company Drivers hauled for Detmar Logistics.

99. Detmar Logistics' breach caused Plaintiff Wilson, Plaintiff Green, and the Texas Class to sustain financial damages and Plaintiff Wilson, Plaintiff Green, and the Texas Class are entitled to the additional pay Detmar Logistics promised.

THIRD CAUSE OF ACTION

(UNJUST ENRICHMENT)

100. Plaintiff Wilson and Plaintiff Green individually and on behalf of the Texas Class re-allege and incorporate by reference all allegations in all preceding paragraphs.

101. In the alternative to the Texas Class's breach of contract claim, if Detmar Logistics disputes the existence of a valid contract, Company Drivers allege that it would be inequitable for Detmar Logistics to retain the benefit of paying Company Drivers on a percentage basis using an amount that was less than the actual gross revenue for the loads Company Drivers hauled for Detmar Logistics.

102. By reason of the foregoing wrongful conduct, Detmar Logistics has been unjustly enriched at Company Drivers' expense by paying Company Drivers on a percentage basis using

an amount that was less than the actual gross revenue for the loads Company Drivers hauled for Detmar Logistics.

103. Detmar Logistics' unjust enrichment caused Company Drivers to sustain financial damages and Company Drivers are entitled to restitution of all benefits conferred upon Detmar Logistics, including but not limited to, the disgorgement of any unjust profits.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that the Court enter the following relief:

1. With respect to the TILA claims:
 - A. Certifying this action as a class action under Fed. R. Civ. P. 23;
 - B. Designating Plaintiff Stears as the Class Representative;
 - C. Designating the undersigned counsel as Class Counsel;
 - D. Entering a declaratory judgment that the practices complained of herein are unlawful;
 - E. Fashioning appropriate equitable and injunctive relief pursuant to 49 U.S.C. § 14707(a)(1) to remedy Defendants' violations of law, including but not limited to an order determining that Defendants' practices in failing to adhere to the OOA provisions required by the TILA violate the TILA;
 - F. Awarding compensatory damages pursuant to 49 U.S.C. § 14707(a)(2).
 - G. Awarding Pre-judgment and Post-judgment interest as otherwise provided by law;
 - H. Awarding Plaintiffs reasonable attorneys' fees and costs, including expert fees; and
 - I. Granting such other legal, injunctive and equitable relief as the Court may deem just and proper.
2. With Respect to the Texas state law claim for breach of contract:
 - A. Certifying this action as a class action under Fed. R. Civ. P. 23;

- B. Designating Plaintiff Wilson and Plaintiff Green as the Class Representatives;
 - C. Designating the undersigned counsel as Class Counsel;
 - D. Entering a declaratory judgment that the practices complained of herein are unlawful;
 - E. Fashioning appropriate equitable and injunctive relief to remedy Detmar Logistics' violations of law and enjoining Detmar Logistics from continuing their unlawful practices as described herein;
 - F. Awarding expectation damages, compensatory damages, and restitution;
 - G. Awarding Pre-judgment and Post-judgment interest as otherwise provided by law;
 - H. Awarding Plaintiffs reasonable attorneys' fees and costs, including expert fees; and
 - I. Granting such other legal, injunctive and equitable relief as the Court may deem
3. With Respect to the Texas state law claim for unjust enrichment:
- A. Certifying this action as a class action under Fed. R. Civ. P. 23;
 - B. Designating Plaintiff Wilson and Plaintiff Green as the Class Representatives;
 - C. Designating the undersigned counsel as Class Counsel;
 - D. Entering a declaratory judgment that the practices complained of herein are unlawful;
 - E. Fashioning appropriate equitable and injunctive relief to remedy Detmar Logistics' violations of law and enjoining Detmar Logistic from continuing their unlawful practices as described herein;
 - F. Awarding damages and restitution, including disgorgement of Detmar Logistics' profits;

G. Awarding Pre-judgment and Post-judgment interest as otherwise provided by law;
and

H. Granting such other legal, injunctive and equitable relief as the Court may deem

JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiffs hereby demand a trial by jury on all issues so triable.

Dated: July 30, 2025

Respectfully submitted,

GETMAN, SWEENEY & DUNN, PLLC

/s/ Rebecca King

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