



3. Defendants admit that they engage truck drivers to deliver fracking sand to customers of Detmar Logistics, but deny that they currently engage “hundreds” of them. All other allegations and inferences in Paragraph 3 are denied.

4. Admitted.

5. Admitted.

6. Defendants admit the first sentence of Paragraph 6. Detmar admits it pays Owner Operators for the use of their leased equipment to transport loads. Otherwise, denied.

7. Defendants admit Plaintiffs Wilson and Green have filed claims and purport to do so on behalf of others pursuant to Federal Rule of Civil Procedure 23 but deny that Wilson and Green are entitled to any such relief or that Rule 23 is applicable. Defendants admit Plaintiffs are using the terms defined in the last two sentences of paragraph 7 but deny there is any “Texas Class” or class of “Company Drivers.”

8. Denied.

9. Defendants lack information sufficient to admit or deny the “understanding” of Company Drivers and therefore deny same.

10. Denied.

11. Denied.

12. Detmar admits to using a new agreement with Owner Operators beginning on or around December 30, 2024. Detmar admits that Plaintiff Stears seeks the relief stated in Paragraph 12 and purports to do so on behalf of others pursuant to Federal Rule of Civil Procedure 23 but denies that Stears is entitled to any such relief or that Rule 23 is applicable.

13. Admitted.

14. Defendants admit that the Owner Operator agreement provides that Detmar Leasing will pay Owner Operators a percentage of the “final gross revenue actually received by Carrier from the use of the Equipment”, less certain charges specified in the agreement. All other allegations and implications in the first sentence of Paragraph 14 are denied. Defendants admit that the Owner Operator agreement provides that “a settlement statement including rated load documentation, will be emailed”. Owner Operators typically receive settlement statements 3-4 days before payment is made. All other allegations and implications in the second sentence of Paragraph 14 are denied.

15. Defendants admit they are motor carriers registered with the Secretary of Transportation. The remainder of Paragraph 15 is a legal conclusion to which no response is required.

16. Defendants lack sufficient information to admit or deny the allegations of Paragraph 16 and, accordingly, deny same.

17. Defendants admit that 49 CFR §376.11 requires Detmar Leasing, as a motor carrier performing authorized transport with equipment it does not own, to have a written lease that meets the requirements of §376.12. Otherwise, denied.

18. Defendants admit that 49 CFR §376.12(d) provides: “The 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.” Otherwise, denied.

19. Defendants admit that 49 CFR §376.12(g) provides: “When a lessor's revenue is based on a percentage of the gross revenue for a shipment, the lease must specify that the authorized carrier will give the lessor, before or at the time of settlement, a copy of the rated freight bill, or, in the case of contract carriers, any other form of documentation actually used for a

shipment containing the same information that would appear on a rated freight bill.” Otherwise, denied.

20. Defendants admit that the Owner Operator agreement provides that Detmar Leasing will pay Owner Operators a percentage of the “final gross revenue actually received by Carrier from the use of the Equipment”, less certain charges specified in the agreement, or “70% of final gross revenue actually received by Carrier” if Detmar Leasing provides the Owner Operator with Detmar Leasing’s trailer. All other allegations and implications in Paragraph 20 are denied.

21. Denied.

22. Denied.

23. Denied.

24. Defendants admit the Owner Operator Plaintiffs bring claims under TILA and Rule 23, but deny that they are entitled to any such relief.

### **JURISDICTION AND VENUE**

25. Defendants admit this action arises under the laws of the United States, but otherwise denies the allegations in the first sentence of Paragraph 25 [challenging jurisdiction based on no damages]. Defendants admit Stears has brought an action under the statutes specified in the second and third sentences of Paragraph 25, but deny he is entitled to relief. Defendants admit the allegations in the fourth sentence of Paragraph 25.

26. Defendants admit there are more than 100 members of the Texas Class as defined by Plaintiffs; that the combined claims of the Texas Class exceed \$5 million; and that at least one member of the Texas Class is a citizen of a state other than Texas. Otherwise, denied.

27. Denied.

28. Denied.

29. Paragraph 29 is a legal conclusion to which no response is required.

30. Admitted.

### **PARTIES**

31. Defendants are without sufficient information to admit or deny Paragraph 31 and so deny same.

32. Admitted.

33. Defendants are without sufficient information to admit or deny Paragraph 33 and so deny same.

34. Admitted.

35. Defendants are without sufficient information to admit or deny Paragraph 35 and so deny same.

36. Admitted.

37. Admitted.

38. Admitted.

39. Admitted.

40. Admitted.

41. Admitted.

42. Defendants admit they act through their employees and agents. Otherwise, denied.

### **CLASS ALLEGATIONS**

43. Defendants admit that Plaintiff Stears brings TILA claims as stated in Paragraph 43 and purports to do so on behalf of himself and others pursuant to Federal Rule of Civil Procedure 23 and that he calls this the “TILA Class,” but deny that Stears is entitled to any such relief or that Rule 23 is applicable.

44. Defendants admit that Plaintiffs Wilson and Green bring claims and purport to do so on behalf of themselves and others pursuant to Federal Rule of Civil Procedure 23, which they call the “Texas Class,” but deny that Wilson and Green are entitled to relief or that Rule 23 is applicable.

45. Defendants are without sufficient information to admit or deny the allegations in Paragraph 45 and so deny same.

46. Defendants deny the allegations in the first sentence of Paragraph 46. Defendants are without sufficient knowledge to admit or deny the allegation in the first clause of the second sentence of Paragraph 46 and so deny same. Defendants admit that they possess information regarding putative class members. Otherwise, denied.

47. Admitted.

48. Paragraph 48 states legal conclusions to which no response is required. To the extent required, denied.

49. Paragraph 49 states legal conclusions to which no response is required. Accordingly, denied.

50. Paragraph 50 states legal conclusions to which no response is required. Accordingly, denied.

51. Paragraph 51 states legal conclusions to which no response is required. Accordingly, denied.

52. Defendants are without sufficient knowledge to admit or deny the allegations in Paragraph 52 and so deny same.

53. Defendants are without sufficient knowledge to admit or deny the allegations in Paragraph 53 and so deny same.

54. Denied.

55. Denied.

### **FACTUAL ALLEGATIONS**

#### **A. Owner Operators**

56. Admitted.

57. Defendants admit that Stears agreed to an OOA at the time he was engaged by Detmar Leasing, and that all Owner Operators engaged by Detmar Leasing have agreed to an OOA that includes terms relating to the leasing of Owner Operator trucks. Otherwise, denied.

58. Defendants admit that the OOA provides that Detmar Leasing will pay Owner Operators a percentage of the “final gross revenue actually received by Carrier from the use of the Equipment”, less certain charges specified in the agreement. Defendants admit that on or around December 30, 2024, Detmar Leasing began using a new agreement with Owner Operators that, among other things, provides that compensation will be a percentage of “Adjusted Gross Revenue,” and identifies what charges are and are not included in the Adjusted Gross Revenue. Otherwise, denied.

59. Defendants admit that the OOA provides that “a settlement statement including rated load documentation, will be emailed” the day Owner Operators receive payment by direct deposit. Otherwise, denied.

60. Defendants deny the first sentence of Paragraph 60. Defendants admit the allegation in the second sentence of Paragraph 60 that if Stears wanted information about pay attributable to a load prior to acceptance, he could obtain that information from a Detmar Logistics dispatcher. Defendants admit the allegation in the third sentence that dispatchers verbally informed Stears of gross revenue for use of his equipment and that documentation was provided pursuant to the OOA

3-4 days before the time payment was made by direct deposit. All other allegations and implications of Paragraph 60 are denied.

61. Defendants admit Detmar Logistics did not provide rated load documentation prior to acceptance of a load, but deny that any such advance documentation is required by contract, statute, or industry practice. All other allegations and implications of Paragraph 61 are denied.

62. Denied.

63. Denied.

64. Denied.

65. Defendants are without sufficient information to admit or deny the allegations in Paragraph 65 and so deny same.

66. Defendants are without sufficient information to admit or deny the allegations in Paragraph 66 and so deny same.

67. Denied.

68. Defendants are without sufficient information to admit or deny the allegations regarding what third parties told Stears and so deny same.

69. Denied.

70. Denied.

**B. Company Drivers**

71. Admitted.

72. Admitted.

73. Defendants are without sufficient information to admit or deny the allegations in Paragraph 73 and so deny same.

74. Defendants are without sufficient information to admit or deny the first sentence of Paragraph 74 and so deny same. Defendants deny the second sentence of Paragraph 74.

75. Admitted.

76. Defendants admit that it bills customers based on a combination of factors, based on the services and equipment provided to the customer in addition to transportation, and that load weight and distance are among the factors upon which billing is based. Otherwise, denied.

77. Defendants admit they provided Company Drivers with settlement statements reflecting the transportation revenue for each load hauled by such driver and the percentage paid to the driver based on same. Otherwise, denied.

78. Denied.

79. Defendants admit that Company Drivers were informed that they would be paid a percentage of gross revenue for transport of each load. Otherwise, denied.

80. Defendants admit that Company Drivers were informed that they would be paid a percentage of gross revenue for transport of each load. Otherwise, denied.

81. Defendants are without sufficient information to admit or deny the allegations in Paragraph 81 and so deny same.

82. Admitted.

83. Defendants are without sufficient information to admit or deny the allegations in Paragraph 83 and so deny same.

84. Defendants admit it required submission of paperwork, including a scale ticket, prior to paying Company Drivers, but are without sufficient information to admit or deny the remaining allegations in Paragraph 84 and so deny same.

85. Defendants admit that in or around November 2023, Jillian provided revenue information to Wilson that included revenue for equipment and logistics services not attributable to transport of fracking sand, and that this total revenue amount was higher than the transportation revenue used to calculate Wilson's pay. Otherwise, denied.

86. Defendants are without sufficient information to admit or deny the allegations in Paragraph 86 and so deny same.

87. Denied.

88. Admitted.

89. Defendants are without sufficient information to admit or deny Wilson's conduct and so deny same. All other facts and implications of Paragraph 89 are denied.

90. Defendants admit the first sentence of Paragraph 90. Defendants deny the allegations in the second sentence of Paragraph 90.

91. Denied.

**FIRST CAUSE OF ACTION**

**(VIOLATIONS OF THE TRUTH IN LEASING ACT)**

92. Defendants incorporate their response to all preceding paragraphs.

93. Denied.

94. Denied.

**SECOND CAUSE OF ACTION**

**(BREACH OF CONTRACT)**

95. Defendants incorporate their response to all preceding paragraphs.

96. Defendants admit that they entered valid contracts with Company Drivers that specified pay based on a percentage of gross transportation revenue for loads hauled by them. Otherwise, denied.

97. Defendants admit that Company Drivers delivered loads for Detmar Logistics. Defendants are without sufficient information to admit or deny whether all Company Drivers tendered full performance of all contractual requirements uniformly during the period for which Plaintiffs seek damages and so deny same.

98. Denied.

99. Denied.

### **THIRD CAUSE OF ACTION**

#### **(UNJUST ENRICHMENT)**

100. Defendants incorporate their response to all preceding paragraphs.

101. Defendants admit Plaintiffs purport to make the claim described therein, but deny that Plaintiffs or the purported class are entitled to recover on such claims. All other allegations and implications of Paragraph 101 are therefore denied.

102. Denied.

103. Denied.

### **PRAYER FOR RELIEF**

Defendants admit that Plaintiffs seek the relief stated in their Prayer for Relief but deny that Plaintiffs are entitled to any such relief.

### **JURY DEMAND**

Defendants admit Plaintiffs have requested a jury trial.

**AFFIRMATIVE DEFENSES**

1. Plaintiffs have not suffered an injury by reason of any alleged violation of TILA and, as a result, lack standing to pursue their claims in whole or in part.

2. Plaintiffs' claims are barred, in whole or in part, because all amounts due and owing to Plaintiffs have been paid.

3. Plaintiffs' claims are barred, in whole or in part, by the express terms of the OOA, which provide that settlement statements are conclusive and binding as to the correctness of the account unless timely objected to.

4. Plaintiffs' claims are barred, in whole or in part, by the Plaintiffs' failure to satisfy a condition precedent to suit, namely, submission of the dispute to mediation as required by the Employment Agreement.

5. Plaintiffs' claims are barred, in whole or in part, by the doctrines of waiver and estoppel.

6. Plaintiffs' claims are barred, in whole or in part, due to unilateral mistake and/or mutual mistake.

7. Plaintiffs' claim of unjust enrichment is barred due to the existence of a written agreement.

8. Class certification is unwarranted because the purported classes are not sufficiently numerous, there are an insufficient number of class members who reside outside the state to support class certification of the Texas Class, the named plaintiffs are not representative of the purported classes and/or common issues do not predominate.

9. Defendants plead a right of offset for any amounts received by plaintiffs in excess of that provided by the parties' agreements.

10. Defendants plead a right of offset for any amounts due and owing under the noncompete provisions of each Plaintiff's respective OOA or Employment Agreement with Defendants.

11. Plaintiffs' claims are barred, in whole or in part, as a result of Plaintiffs' prior material breaches of their respective agreements.

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Respectfully submitted,

/s/ E. Leon Carter

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