

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
STATESVILLE DIVISION

JAREL JOHNSON AND JARVIS WASHINGTON,
individually and on behalf of all other similarly
situated persons,

Plaintiffs,

v.

FREIGHT BREAKERS, LLC,

Defendant.

Case No.:

CLASS AND COLLECTIVE
ACTION COMPLAINT

Named Plaintiffs Jarel Johnson and Jarvis Washington, individually and on behalf of all others similarly situated, by their attorneys, upon personal knowledge as to themselves and upon information and belief as to other matters, allege as follows:

INTRODUCTION

1. Plaintiffs Johnson and Washington bring claims under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.* to recover unpaid overtime compensation at the rate of time and one-half the regular rate for all hours worked over 40 in a workweek.

Plaintiffs Johnson and Washington bring this claim against Defendant Freight Breakers, LLC (“Freight Breakers”) as a collective action on behalf of themselves and others similarly situated for Freight Breakers’ failure to pay them overtime premium pay for all hours worked over 40 in a week in violation of the FLSA.
2. Plaintiffs Johnson and Washington also bring Rule 23 class action claims against Freight Breakers on behalf of themselves and others similarly situated for Freight Breakers’ failure to pay them the applicable minimum wage in violation of the Florida Constitution,

Article X, Section 24 and its implementing statute, the Florida Minimum Wage Act (“FMWA”), Fla. Stat. § 448.110.

3. The term “Lumpers” as used in this Complaint refers to Plaintiffs Johnson and Washington, any additional represented parties pursuant to the collective action provision of 29 U.S.C. § 216(b), and to such members of the class brought pursuant to Fed. R. Civ. P. Rule 23, as described below, individually, collectively, or in any combination.
4. Freight Breakers employed Lumpers in Ocala, Florida to load and unload boxes from its customers’ trailers. Freight Breakers paid Lumpers a combination of a piece rate for each box they loaded and unloaded and an hourly rate for certain periods of downtime.
5. In some weeks, Lumpers worked in excess of 40 hours. Despite the long hours, Freight Breakers did not pay Lumpers overtime wages for all hours worked over 40 in a week. Freight Breakers also failed to pay Lumpers the Florida State minimum wage for each hour worked in some weeks.
6. Lumpers seek unpaid overtime wages, liquidated and statutory damages, costs and attorneys’ fees, service awards, as well as declaratory relief under the FLSA, 29 U.S.C. §§ 201, *et seq.* Lumpers also seek unpaid minimum wages, liquidated damages, prejudgment interest, costs and attorneys’ fees, service awards, and declaratory relief pursuant to the Fla. Const., Art. X, Section 24 and FMWA, Fla. Stat. § 448.110.

JURISDICTION & VENUE

7. Jurisdiction is conferred upon this Court by 29 U.S.C. § 216(b) of the FLSA, by 28 U.S.C. § 1331 because this action arises under laws of the United States, and by 28 U.S.C. § 1337, under Acts of Congress regulating commerce.

8. This Court has supplemental jurisdiction over the state claims raised by virtue of 28 U.S.C. §§ 1332 and 1367(a).
9. The Court has personal jurisdiction over Freight Breakers, as Freight Breakers is headquartered and resides within the Western District of North Carolina.
10. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) and (c) because Freight Breakers is headquartered in this District and conducts business and has offices for transaction of business in this judicial district.
11. Plaintiffs Johnson and Washington fulfilled all the notice requirements under the FMWA, Fla. Stat. § 448.110, the statute implementing Art. X, Section 24 of the Florida Constitution. The FMWA requires that “prior to bringing any claim for unpaid minimum wages pursuant to this section, the person aggrieved shall notify the employer alleged to have violated this section, in writing, of an intent to initiate such an action.” Fla. Stat. § 448.110(6)(a).
12. On June 22, 2026 Plaintiffs Johnson and Washington, on behalf of themselves and others similarly situated, served upon Freight Breakers via email and fax notice pursuant to Fla. Stat. § 448.110(6)(a) their intention to bring claims on behalf of Lumpers who worked for Freight Breakers at its customers’ warehouses and distribution centers in Florida and who did not receive the applicable minimum wage rate under the Florida Constitution, Art. X, Section 24 and the FMWA. Plaintiffs also sent the notice to Freight Breakers on June 23, 2026 via FedEx overnight delivery.
13. In their notice, Plaintiffs Johnson and Washington identified the minimum wages to which they are entitled, the estimated work dates and hours for which the payment is sought, and the total amount of alleged unpaid wages through the date of notice that were

able to be calculated. Pursuant to Fla. Stat. § 448.110(6)(b), “[t]he employer shall have 15 calendar days after receipt of the notice to pay the total amount of unpaid wages or otherwise resolve the claim to the satisfaction of the person aggrieved. The statute of limitations for bringing an action pursuant to this section shall be tolled during this 15-day period.” On June 24, 2026, Freight Breakers’ attorney emailed Plaintiffs’ Counsel and acknowledged receipt of the notice. However, Freight Breakers did not attempt to resolve the claims during the 15-day notice period that expired on July 7, 2026.

Therefore, the statute of limitations has been tolled in this matter during the 15-day notice period that expired prior to filing this Complaint.

PARTIES

A. Plaintiffs

14. Plaintiff Johnson is a citizen and resident of Florida. His consent to sue is attached to this Complaint.
15. Plaintiff Washington is a citizen and resident of Florida. His consent to sue is attached to this Complaint.
16. Plaintiffs Johnson and Washington worked for Freight Breakers as Lumpers from approximately January 2026 through March 2026.
17. Plaintiffs Johnson and Washington were engaged in commerce while working for Freight Breakers.

B. Collective Plaintiffs Under the FLSA

18. Plaintiffs Johnson and Washington bring their federal overtime claims under the collective action provisions of the FLSA as set forth in 29 U.S.C. § 216(b) on behalf of themselves and all similarly situated persons consisting of:

all employees who worked for Freight Breakers in Florida loading and unloading freight, who worked more than 40 hours in at least one workweek, and who were paid on a piece rate basis at any time within three years prior to the filing of this Complaint to the date of final judgment in this matter (“FLSA Collective”).

19. To facilitate the right of the FLSA Collective to participate in this action, the Court should issue notice to the FLSA Collective informing them of their right to participate in this suit by filing a consent to sue form. There are numerous similarly situated current and former Lumpers employed by Freight Breakers who have suffered from Freight Breakers’ common policies and practice of failing to pay required overtime wages for hours worked more than 40 in a week. These similarly situated FLSA Collective members would benefit from the issuance of Court-supervised notice of the present lawsuit and the opportunity to join the lawsuit. Those similarly situated FLSA Collective members are known to Freight Breakers and readily identifiable through Freight Breakers’ records.

C. Rule 23 Florida Class Plaintiffs

20. The Florida Constitution provides that “[a]ll working Floridians are entitled to be paid a minimum wage that is sufficient to provide a decent and healthy life for them and their families, that protects their employers from unfair low-wage competition, and that does not force them to rely on taxpayer-funded public services in order to avoid economic hardship.” Fla. Const. Art. X, § 24(a).

21. Plaintiffs Johnson and Washington bring their Florida minimum wage claims under Rule 23 of the Federal Rules of Civil Procedure on behalf of themselves and a class of similarly situated persons identified as:

all employees who worked for Freight Breakers in Florida loading and unloading freight and who were paid on a piece rate basis at any time within five-year-and-fifteen-day period¹ preceding the filing of this Complaint to the date of final judgment in this matter (“Florida Class”).

¹ See paragraph 13, *supra*, regarding tolling for the 15-day notice period.

22. Although the precise number of such persons is unknown, and the facts upon which that number can be calculated are presently within Freight Breakers' sole control, upon information and belief the Florida Class is composed of hundreds of individuals, with at least 40 individuals.
23. There are questions of law and fact common to the class, including but not limited to:
- a. Whether Florida Class members were properly compensated for all hours worked;
 - b. Whether Freight Breakers failed to compensate Florida Class members minimum wages in violation of Florida law; and
 - c. The nature and extent of class-wide injury and the appropriate measure of damages.
24. Plaintiffs Johnson's and Washington's claims are typical of the claims of the Florida Class members they seek to represent, because upon information and belief, all class members were subject to Freight Breakers' same corporate policies and practices. Plaintiffs Johnson's and Washington's claims are typical of the Florida Class members' claims insofar as they allege that Freight Breakers failed to pay them minimum wages required under Florida state law for all hours worked.
25. Plaintiffs Johnson and Washington will fairly and adequately represent and protect the interests of the Class. They understand that as class representatives, they assume fiduciary responsibility to the Class to represent their interests fairly and adequately. Plaintiffs Johnson and Washington recognize that as class representatives they must represent and consider the interests of the 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 the Class. They recognize that any resolution of a class action lawsuit, including any

settlement or dismissal thereof, must be in the interests of the Class. Plaintiffs Johnson and Washington 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.

26. Plaintiffs Johnson and Washington have retained counsel competent and experienced in complex class action employment litigation.
27. Common questions of law or fact predominate over individual questions, and a class action is superior to other methods for the fair and efficient adjudication of the controversy.
28. Plaintiffs Johnson and Washington reserve the right to propose amended class or collective definitions and/or sub-classes in their motions for collective action and/or class action certification, or to add additional class claims under Rule 23 of the Federal Rule of Civil Procedure, to the extent discovery warrants such amendments or subclasses.

D. Defendants

29. Freight Breakers is headquartered in Conover, NC. The 2025 Limited Liability Company Annual Report Freight Breakers filed with the North Carolina Secretary of State lists its principal office address as 107 6th Avenue NE, Conover, NC 28613.
30. Freight Breakers acted as Plaintiff Johnson's and Washington's employer, and it continues to act as an employer of the FLSA Collective and Florida Class members within the meaning of 29 U.S.C. § 203(d). *See* Fla. Const. Art. X, § 24(b) (adopting FLSA's definition of "Employer"); Fla. Stat. § 448.110(3) (incorporating the FLSA).

31. At all relevant times herein, Freight Breakers has been an enterprise engaged in commerce within the meaning of the FLSA. 29 U.S.C. § 203(r).
32. At all times relevant herein, Freight Breakers has been an enterprise engaged in commerce or in the production of goods or services for commerce within the meaning of 29 U.S.C. § 203(s)(1) in that said enterprise has had employees engaged in commerce or in the production of goods for commerce, or employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce by any person and in that said enterprise has had an annual gross volume of sales made or business done of not less than \$500,000 (exclusive of excise taxes at the retail level which are separately stated).

FACTS

A. Freight Breakers' Business

33. According to its website, Freight Breakers provides managed end-to-end production-based services in distribution centers and warehouses.
34. Freight Breakers provides its customers with Lumpers to unload and load freight in its customers' warehouses and distribution centers.
35. Upon information and belief, Freight Breakers operates and provides Lumpers to customers in many states across the United States, including in Florida, Pennsylvania, Texas, Illinois, and Maryland.

B. Lumpers' Job Duties

36. Freight Breakers employed Plaintiffs Johnson and Washington as Lumpers in Florida from approximately January 2026 to March 2026.
37. Plaintiffs Johnson and Washington worked in Freight Breakers' customers' warehouses.

38. As Lumpers, Plaintiffs Johnson and Washington loaded and unloaded boxes from Freight Breakers' customers' trailers.
39. Generally, there were about 30 Lumpers working with Plaintiffs Johnson and Washington during their shift.
40. At all relevant times, Lumpers, including Plaintiffs Johnson and Washington, were non-exempt employees of Freight Breakers pursuant to 29 U.S.C. § 203(e). *See* Fla. Const. Art. X, § 24(b) (adopting FLSA's definition of "Employee"); Fla. Stat. § 448.110(3) (incorporating the FLSA).
41. At all relevant times, Lumpers, including Plaintiffs Johnson and Washington, were employees of Freight Breakers engaged in commerce or in the production of goods for commerce as required by 29 U.S.C. § 207.
42. Lumpers typically work in teams of about four to five to load and unload customers' freight. To unload freight off customers' trucks, Lumpers move the freight from inside the truck and place it on a conveyor belt. Lumpers then scan the freight and place it inside of a cage in the warehouse.
43. To load boxes into Freight Breakers' customer's trailers, Lumpers perform the same tasks, but in reverse order. First, a Lumper scans the freight and removes it from the cages inside the warehouse. Then, the Lumper places the freight on a conveyor belt and loads it onto the truck.

C. Lumpers' Pay

44. Upon information and belief, Freight Breakers developed and implemented a compensation policy for Lumpers.
45. Freight Breakers' website describes its compensation as a "pay for performance model."

46. Lumpers' workweek begins on Sunday and ends on Saturday.
47. Freight Breakers pays Lumpers once per week on Fridays.
48. Freight Breakers pays Lumpers a combination of a piece rate and hourly rate.
49. Freight Breakers compensates Lumpers a piece rate based on the freight Lumpers load and unload from its customers' trailers.
50. Freight Breakers pays Lumpers an hourly rate for downtime—periods of time when Lumpers are unable to load or unload trailers due to mechanical or technical failures.
51. For example, if the conveyor belt Lumpers are using to unload a truck malfunctions, Lumpers stop unloading the truck and wait for the conveyor belt to be fixed or replaced before they continue loading or unloading. In other instances, Lumpers may run out of cages to store the freight that they are unloading and will need to wait for a cage to become available before continuing to load or unload.
52. Freight Breakers represented to Plaintiffs Johnson and Washington and other Lumpers that it would pay them \$16 per hour for downtime.
53. Freight Breakers represented to Plaintiffs Johnson and Washington that it would pay them a piece rate of \$0.17 for each box of freight that they loaded and \$0.22 for each box of freight they unloaded.
54. Freight Breakers represented to other Lumpers that they would be paid a piece rate ranging between \$0.15 and \$0.22 for each box of freight that they loaded and unloaded.
55. Freight Breakers expects Lumpers to load and unload trailers within two hours.
56. Upon information and belief, if Lumpers spend more than 2 hours to load or unload freight from a trailer, Freight Breakers adjusts Lumpers' pay downward, including Plaintiffs Johnson's and Washington's pay.

D. Lumpers' Scheduled Work Hours

57. Freight Breakers generally schedules Lumpers to work 10.5-hour shifts four days per week.
58. For example, Freight Breakers scheduled Plaintiffs Johnson and Washington to work Sunday through Wednesday from 7:00 AM to 5:30 PM with two 30-minute breaks.
59. Other Lumpers worked the same or similar schedules as Plaintiffs Johnson and Washington.
60. Even though Freight Breakers schedules Lumpers to work 38 hours per week (4 shifts X 9.5 hours), Lumpers regularly worked more than 40 hours in a week.
61. For instance, if Lumpers are in the process of unloading a trailer when the scheduled end of their shift arrives, Freight Breakers requires Lumpers to continue working after the end of their scheduled shift to finish unloading a trailer.
62. Freight Breakers also regularly notifies Lumpers of "mandatory overtime," and requires Lumpers to work an additional shift beyond their regularly scheduled four shifts in a week.
63. In other instances, Freight Breakers invites Lumpers to work shifts beyond their regularly scheduled 38 hours per week.
64. All of this resulted in Lumpers regularly working more than 40 hours in a week.
65. For example, during the pay period February 1, 2026 to February 7, 2026, Plaintiffs Johnson and Washington worked approximately 49 hours. In addition to their regularly scheduled shifts on Sunday through Wednesday, totaling 38 hours, Plaintiffs Johnson and Washington worked an additional shift on Thursday, February 5, 2026 and approximately 1.5 additional hours beyond the end of their shift during that week.

66. Freight Breakers knows or should know that Lumpers regularly work more than 40 hours per week because Freight Breakers regularly schedules Lumpers to work more than 40 hours per week.

E. Freight Breakers' Failure to Pay Overtime and Minimum Wage

a. Freight Breakers failed to pay Lumpers the Florida minimum wage rate for each hour worked in some weeks.

67. Upon information and belief, Freight Breakers does not accurately record all the hours Lumpers work each week.
68. Upon information and belief, the paystubs Freight Breakers provides Lumpers each week do not accurately reflect all the hours Lumpers worked each week.
69. In some weeks, Freight Breakers failed to pay Lumpers for all the hours they worked.
70. Freight Breakers failed to pay Lumpers the Florida state minimum wage for each hour worked, including compensable hours for which no compensation was paid.
71. There are weeks in which Freight Breakers did not pay Lumpers and Plaintiffs Johnson and Washington the applicable Florida minimum wage for each hour worked, because the total compensation Freight Breakers paid each of them for the week, including for productive and waiting time, divided by the total hours they each worked results in an hourly rate below the minimum wage rate.
72. For example, during the pay period January 18, 2026 to January 24, 2026, Plaintiffs Johnson and Washington each worked approximately 49 hours. Freight Breakers paid each of them \$376.06 for the week. Accordingly, Freight Breakers paid Plaintiffs Johnson and Washington a regular rate of approximately \$7.67 per hour for the pay period ending January 24, 2026, which is less than the applicable \$14 Florida minimum hourly wage rate.

b. Freight Breakers failed to pay Lumpers overtime premium for each hour worked over 40 in some weeks.

73. In some weeks, Freight Breakers failed to pay Lumpers overtime premium for all hours worked over 40 in a week.
74. For instance, even though Plaintiffs Johnson and Washington each worked more than 40 hours during the week of February 1, 2026 to February 7, 2026, the paystubs that Freight Breakers provided Named Plaintiffs Johnson and Washington reflected that Freight Breakers paid them for fewer than 40 hours of work.
75. Plaintiff Johnson's paystub for the pay period of February 1, 2026 to February 7, 2026 reflects that Freight Breakers only paid him for 20.75 hours of work.
76. Upon information and belief, Freight Breakers paid Plaintiff Johnson a piece rate totaling \$279.97 for 16.75 hours of work loading and unloading boxes and a total of \$64 for 4 hours of downtime.
77. Plaintiff Washington's paystub for the same pay period shows that Freight Breakers only paid him for 22.75 hours of work.
78. Upon information and belief, Freight Breakers paid Plaintiff Washington a piece rate totaling \$359.73 for 15.50 hours of work loading and unloading boxes and a total of \$116 for 7.25 hours of downtime.
79. Freight Breakers also did not pay Plaintiffs Johnson or Washington an overtime premium for the hours they worked over 40 in the week of February 1, 2026 to February 7, 2026.
80. Lumpers are non-exempt employees under the FLSA, thus entitling them to premium pay at the rate of time and one-half the regular rate for all hours worked over 40 in a week.
81. Lumpers are non-exempt employees under the FMWA, thus entitling them to the Florida minimum wage rate for all hours worked in a week.

82. Upon information and belief, Freight Breakers knows or should know that it does not accurately track all the hours Lumpers work.
83. According to Freight Breakers' website, Freight Breakers' Chief Operating Officer, Yasser El-Shahat, was told during his interview for a loader position that Freight Breakers would pay him "for work performed and not hours worked."
84. Upon information and belief, Freight Breakers knows or should know that it must pay Lumpers time and one-half the regular rate for all hours worked over 40 in a week under the FLSA.
85. Upon information and belief, Freight Breakers knows or should know that it must pay Lumpers the minimum wage for each hour worked under the FMWA and Florida Constitution.
86. As a result of this knowledge and disregard of their obligations under the FLSA and FMWA, Freight Breakers willfully violated the FLSA and FMWA.
87. Freight Breakers' unlawful conduct as set forth in this Complaint has been intentional, willful, and in bad faith, constitutes a knowing failure to pay earned wages, and has caused significant damages to Lumpers.
88. All actions and omissions described in this Complaint were made by Freight Breakers directly or through its supervisory employees and agents.

**FIRST CAUSE OF ACTION
(FLSA OVERTIME)**

89. Plaintiffs Johnson and Washington re-allege and incorporate by reference the allegations in all preceding paragraphs.
90. At all relevant times, Plaintiffs Johnson, Washington, and the FLSA Collective members were employees of Freight Breakers under the FLSA.

91. Freight Breakers failed to pay premium overtime wages to Plaintiffs Johnson, Washington, and the FLSA Collective members for all hours worked over 40 in a week in violation of the Fair Labor Standards Act, 29 U.S.C. §§ 203, 207 *et seq.* and its implementing regulations.
92. Freight Breakers' failure to comply with the FLSA caused Plaintiffs Johnson, Washington, and the FLSA Collective members to suffer loss of wages and interest thereon.
93. Freight Breakers' failure to pay proper premium overtime wages for each hour Plaintiffs Johnson and Washington and the FLSA Collective members worked over 40 per week was willful within the meaning of 29 U.S.C. § 255.
94. Freight Breakers' failure to comply with the FLSA overtime protections caused Plaintiffs Johnson, Washington, and the FLSA Collective members to suffer loss of wages and interest thereon, and they are entitled to recovery of unpaid overtime wages, liquidated damages, prejudgment interest, attorneys' fees, costs, and any other compensation pursuant to 29 U.S.C. § 201, *et seq.*

**SECOND CAUSE OF ACTION
(FLORIDA STATE MINIMUM WAGE)**

95. Plaintiffs Johnson and Washington re-allege and incorporate by reference the allegations in all preceding paragraphs.
96. Freight Breakers violated Article X, Section 24 of the Florida Constitution and the terms of Fla. Stat. § 448.110 by failing to pay Plaintiffs Johnson, Washington, and the Florida Class members full and proper Florida minimum wages for all hours worked in a week.
97. Freight Breakers' failure to pay Plaintiffs Johnson, Washington, and the Florida Class members the Florida state minimum wage rate for all hours worked was willful within the meaning of Article X, Section 24 of the Florida Constitution and Fla. Stat. § 448.110.

98. Freight Breakers' failure to comply with the Florida minimum protections caused Plaintiffs Johnson, Washington, and the Florida Class members to suffer loss of wages and interest thereon, and they are entitled to recovery of unpaid minimum wages, liquidated damages, prejudgment interest, attorneys' fees, costs, and any other compensation pursuant to the Florida Constitution and/or Fla. Stat. § 448.110, *et seq.*

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request that this Court enter an order:

- A. Certifying this action as a collective and class action under § 216(b) of the FLSA and Rule 23(b)(3);
- B. Ordering notice to the putative class members at the earliest opportunity to ensure class members' claims are not lost to the State and Federal statutes of limitations;
- C. Designating Plaintiffs Johnson and Washington the Class Representatives;
- D. Designating the undersigned counsel as Class Counsel;
- E. Entering a declaratory judgment that the practices complained of herein are unlawful;
- F. Declaring that Freight Breakers violated the FLSA, the Florida Constitution, and FMWA;
- G. Declaring that Freight Breakers' violations of the FLSA's overtime protections were willful;
- H. Declaring that Freight Breakers' violations of the Florida Constitution's and FMWA's minimum wage protections were willful;
- I. Granting judgment to the Plaintiffs for their claims of unpaid wages as secured by the FLSA as well as an equal amount in liquidated damages and awarding Plaintiffs' costs and reasonable attorneys' fees;

- J. Granting appropriate equitable and injunctive relief to remedy Freight Breakers' violations of Florida state law, including but not necessarily limited to an order enjoining Freight Breakers from continuing its unlawful practices;
- K. Granting judgment to the Plaintiffs for their claims of unpaid wages pursuant to the Florida Constitution and FMWA, as well as any other damages dictated by state law, including liquidated damages and interest, and awarding the Plaintiffs' costs and reasonable attorneys' fees;
- L. Granting pre- and post-judgment interest;
- M. Granting reasonable attorneys' fees and costs including expert fees expended in the prosecution of this case and the investigation that preceded it, and
- N. Granting such further relief as the Court finds just.

DEMAND FOR JURY TRIAL

Plaintiffs hereby request a trial by jury pursuant to Fed. R. Civ. P. 38(b).

Respectfully Submitted,

Dated: July 10, 2026

/s/Timothy Coffield
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Attorneys for Named Plaintiffs, those similarly
situated, and the Rule 23 Class

CONSENT TO SUE UNDER THE FLSA

I hereby consent to be a plaintiff in an action under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., to secure any unpaid wages, overtime pay, liquidated damages, attorneys' fees, costs, service awards, and other relief arising out of my employment with Freight Breakers, LLC, and any other associated parties. I authorize Getman, Sweeney & Dunn, PLLC, and any associated attorneys as well as any successors or assigns, to represent me in such action.

Dated: Mar 2, 2026

 (Mar 2, 2026 18:02:39 EST)

CONSENT TO SUE UNDER THE FLSA

I hereby consent to be a plaintiff in an action under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq., to secure any unpaid wages, overtime pay, liquidated damages, attorneys' fees, costs, service awards, and other relief arising out of my employment with Freight Breakers, LLC, and any other associated parties. I authorize Getman, Sweeney & Dunn, PLLC, and any associated attorneys as well as any successors or assigns, to represent me in such action.

Dated: Mar 2, 2026

Jarvis washington
Jarvis washington (Mar 2, 2026 17:45:11 EST)