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21 *Class and Collective Members, and*  
22 *Aggrieved Employees*

23 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
24 **COUNTY OF SAN BERNARDINO**  
25 **UNLIMITED CIVIL JURISDICTION**

26 MANDELA BYAM, SEBASTIAN  
27 CIFUENTES, ANDY FREE, MATTHEW  
28 HARMON, MIN SOO KIM, JAMINE  
29 NYAMEKYE, DANIEL ORTIZ, NATHAN  
30 PEGRAM, MARYANNE PIRRELLO, JESUS  
31 RAMOS, and CODY WILSON, individually  
32 and on behalf of all others similarly situated,

33 Plaintiffs,

34 v.

35 FLOCK FREIGHT, INC.,

36 Defendant.

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

JAN -4 2022

Leanne M. Landeros  
LEANNE M. LANDEROS

CIV SB 2200575

Case No. \_\_\_\_\_

**COMPLAINT**

**CLASS, COLLECTIVE, AND PAGA  
ACTION FOR VIOLATIONS OF FAIR  
LABOR STANDARDS ACT,  
CALIFORNIA LABOR CODE, AND  
UNFAIR COMPETITION LAW;**

**CLAIMS FOR DAMAGES.**



1 Plaintiffs Mandela Byam, Sebastian Cifuentes, Andy Free, Matthew Harmon, Min Soo  
2 Kim, Jamine Nyamekye, Daniel Ortiz, Nathan Pegram, MaryAnne Pirrello, Jesus Ramos, and  
3 Cody Wilson (collectively, “Plaintiffs”), on behalf of themselves and all others similarly situated,  
4 by and through their attorneys, Outten & Golden LLP and Harlan Law, P.C., complaining of the  
5 conduct of Flock Freight, Inc. (“Defendant”), upon personal knowledge as to themselves, and upon  
6 information and belief as to other matters, allege as follows:

7 **PRELIMINARY STATEMENT**

8 1. This lawsuit seeks to recover unpaid overtime compensation and other damages for  
9 Plaintiffs and similarly situated co-workers who have worked for Defendant and/or AuptiX, Inc.  
10 (together, “Flock Freight”) as sales representatives in the exempt-classified job titles listed in  
11 Exhibit A hereto, which is incorporated herein by reference (collectively, “Sales  
12 Representatives”).

13 2. Flock Freight is a transportation logistics company with its headquarters office  
14 located in Encinitas, California.

15 3. Flock Freight sells its third-party logistics services to manufacturers, retailers, and  
16 freight carriers. Flock Freight employs Sales Representatives, such as Plaintiffs, to make sales to  
17 current and prospective clients.

18 4. While employed by Flock Freight, Plaintiffs and other Sales Representatives  
19 consistently worked more than eight hours per day and more than 40 hours per workweek without  
20 receiving overtime compensation for all the hours they worked. Throughout the relevant period,  
21 it was Flock Freight’s policy to deprive Plaintiffs of their earned overtime wages in violation of  
22 the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201, *et seq.*, the California Labor Code  
23 (“Cal. Lab. Code”) and applicable Wage Orders and regulations, and the California Unfair  
24 Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.* (collectively, the “California Wage  
25 Laws”).

26 5. During the relevant period, it has been Flock Freight’s policy to uniformly classify  
27 Sales Representatives, including Plaintiffs, as exempt from federal and state overtime provisions  
28 and not to pay Sales Representatives any overtime wages.

6. The primary duties of Sales Representatives are non-exempt. These primary duties did not vary significantly from one Sales Representative to another.

7. The primary duties of Sales Representatives do not fall under any of the exemptions under federal or state overtime laws.

8. Plaintiffs and Sales Representatives have worked overtime hours, as defined by applicable federal and state laws, and are entitled to premium compensation at the appropriate rate for all overtime hours worked.

9. Plaintiffs bring this action on behalf of themselves and all similarly situated current and former Sales Representatives of Flock Freight pursuant to the FLSA.

10. Plaintiffs seek permission to give notice of this action pursuant to 29 U.S.C. § 216(b) to all persons who have worked for Flock Freight nationwide as Sales Representatives.

11. Plaintiffs also bring this action to recover unpaid overtime compensation and other damages for themselves and similarly situated current and former employees who worked for Flock Freight in California as a Cal. Code of Civ. Proc. § 382 class action under the California Wage Laws.

12. Plaintiff Nathan Pegram also brings this action under the California Private Attorneys General Act (“PAGA”), Cal. Lab. Code. §§ 2698, *et seq.*, on behalf of the State of California and all Sales Representatives who worked for Flock Freight in California from June 11, 2020 through the date of final disposition of this action (“Aggrieved Employees”).

## **JURISDICTION & VENUE**

13. This Court has jurisdiction over Plaintiffs' claims under the California Labor Code, the California Unfair Competition Law, and 29 U.S.C. § 216(b).

14. The Court has personal jurisdiction over this matter because Flock Freight maintains its headquarters in Encinitas, California, conducts substantial business activity in this state, and engaged in the unlawful acts described herein in this state.

15. Venue is proper in this county under Cal. Code of Civ. Proc. § 395.5 and § 393 because Defendant's liability, as alleged herein, arose in this county and the cause, or some part of the cause of this action, as alleged herein, occurred in this county.

16. Defendant employs Aggrieved Employees in various counties in California, including in this county.

17. Plaintiff Pegram provided notice of the claims alleged herein to the California Labor & Workforce Development Agency (“LWDA”) and Defendant over sixty-five (65) days ago in accordance with Cal. Lab. Code § 2699.3. The LWDA has not taken any action with regard to the claims, including providing notice of an intent to pursue the claims.

## THE PARTIES

***Plaintiff Mandela Byam***

18. Plaintiff Mandela Byam is a resident of San Diego County, California.

19. Plaintiff Byam was employed by Flock Freight as a Sales Representative in California from approximately July 2018 to approximately February 2019.

20. At all times relevant to the Complaint, Plaintiff Byam was an “employee” within the meaning of all applicable statutes.

21. Plaintiff Byam regularly worked more than 40 hours in a workweek and/or more than eight hours in a day, but was not paid for all hours he worked over 40 in a week or eight in a day.

22. A written consent form signed by Plaintiff Byam is attached hereto as **Exhibit B**.

***Plaintiff Sebastian Cifuentes***

23. Plaintiff Sebastian Cifuentes is a resident of San Diego County, California.

24. Plaintiff Cifuentes was employed by Flock Freight as a Sales Representative in California from approximately March 2017 to approximately April 2019.

25. At all times relevant to the Complaint, Plaintiff Cifuentes was an “employee” within the meaning of all applicable statutes.

26. Plaintiff Cifuentes regularly worked more than 40 hours in a workweek and/or more than eight hours in a day, but was not paid for all hours he worked over 40 in a week or eight in a day.

27. A written consent form signed by Plaintiff Cifuentes is attached hereto as **Exhibit**

1 ***Plaintiff Andy Free***

2 28. Plaintiff Andy Free is a resident of San Diego County, California.

3 29. Plaintiff Free was employed by Flock Freight as a Sales Representative in  
4 California from approximately June 2019 to approximately January 2020.

5 30. At all times relevant to the Complaint, Plaintiff Free was an “employee” within the  
6 meaning of all applicable statutes.

7 31. Plaintiff Free regularly worked more than 40 hours in a workweek and/or more than  
8 eight hours in a day, but was not paid for all hours he worked over 40 in a week or eight in a day.

9 32. A written consent form signed by Plaintiff Free is attached hereto as **Exhibit D**.

10 ***Plaintiff Matthew Harmon***

11 33. Plaintiff Matthew Harmon is a resident of San Diego County, California.

12 34. Plaintiff Harmon was employed by Flock Freight as a Sales Representative in  
13 California from approximately May 2017 to approximately August 2018.

14 35. At all times relevant to the Complaint, Plaintiff Harmon was an “employee” within  
15 the meaning of all applicable statutes.

16 36. Plaintiff Harmon regularly worked more than 40 hours in a workweek and/or more  
17 than eight hours in a day, but was not paid for all hours he worked over 40 in a week or eight in a  
18 day.

19 37. A written consent form signed by Plaintiff Harmon is attached hereto as **Exhibit E**.

20 ***Plaintiff Min Soo Kim***

21 38. Plaintiff Min Soo Kim is a resident of San Diego County, California.

22 39. Plaintiff Kim was employed by Flock Freight as a Sales Representative in  
23 California from approximately October 2018 to approximately July 2019.

24 40. At all times relevant to the Complaint, Plaintiff Kim was an “employee” within the  
25 meaning of all applicable statutes.

26 41. Plaintiff Kim regularly worked more than 40 hours in a workweek and/or more than  
27 eight hours in a day, but was not paid for all hours he worked over 40 in a week or eight in a day.

28 42. A written consent form signed by Plaintiff Kim is attached hereto as **Exhibit F**.

1 ***Plaintiff Jamine Nyamekye***

2 43. Plaintiff Jamine Nyamekye is a resident of San Diego County, California.

3 44. Plaintiff Nyamekye was employed by Flock Freight as a Sales Representative in  
4 California from approximately June 2017 to approximately March 2019.

5 45. At all times relevant to the Complaint, Plaintiff Nyamekye was an “employee”  
6 within the meaning of all applicable statutes.

7 46. Plaintiff Nyamekye regularly worked more than 40 hours in a workweek and/or  
8 more than eight hours in a day, but was not paid for all hours he worked over 40 in a week or eight  
9 in a day.

10 47. A written consent form signed by Plaintiff Nyamekye is attached hereto as **Exhibit**  
11 **G.**

12 ***Plaintiff Daniel Ortiz***

13 48. Plaintiff Daniel Ortiz is a resident of San Diego County, California.

14 49. Plaintiff Ortiz was employed by Flock Freight as a Sales Representative in  
15 California from approximately July 2016 to approximately June 2020.

16 50. At all times relevant to the Complaint, Plaintiff Ortiz was an “employee” within the  
17 meaning of all applicable statutes.

18 51. Plaintiff Ortiz regularly worked more than 40 hours in a workweek and/or more  
19 than eight hours in a day, but was not paid for all hours he worked over 40 in a week or eight in a  
20 day.

21 52. A written consent form signed by Plaintiff Ortiz is attached hereto as **Exhibit H.**

22 ***Plaintiff Nathan Pegram***

23 53. Plaintiff Nathan Pegram is a resident of San Diego County, California.

24 54. Plaintiff Pegram was employed by Flock Freight as a Sales Representative in  
25 California from approximately July 2020 to approximately March 2021.

26 55. At all times relevant to the Complaint, Plaintiff Pegram was an “employee” within  
27 the meaning of all applicable statutes.

1           56. Plaintiff Pegram regularly worked more than 40 hours in a workweek and/or more  
2 than eight hours in a day, but was not paid for all hours he worked over 40 in a week or eight in a  
3 day.

4           57. A written consent form signed by Plaintiff Pegram is attached hereto as **Exhibit I.**  
5 ***Plaintiff MaryAnne Pirrello***

6           58. Plaintiff MaryAnne Pirrello is a resident of San Diego County, California.

7           59. Plaintiff Pirrello was employed by Flock Freight as a Sales Representative in  
8 California from approximately March 2019 to approximately November 2019.

9           60. At all times relevant to the Complaint, Plaintiff Pirrello was an “employee” within  
10 the meaning of all applicable statutes.

11           61. Plaintiff Pirrello regularly worked more than 40 hours in a workweek and/or more  
12 than eight hours in a day, but was not paid for all hours she worked over 40 in a week or eight in  
13 a day.

14           62. A written consent form signed by Plaintiff Pirrello is attached hereto as **Exhibit J.**  
15 ***Plaintiff Jesus Ramos***

16           63. Plaintiff Jesus Ramos is a resident of San Diego County, California.

17           64. Plaintiff Ramos was employed by Flock Freight as a Sales Representative in  
18 California from approximately March 2018 to approximately March 2019.

19           65. At all times relevant to the Complaint, Plaintiff Ramos was an “employee” within  
20 the meaning of all applicable statutes.

21           66. Plaintiff Ramos regularly worked more than 40 hours in a workweek and/or more  
22 than eight hours in a day, but was not paid for all hours he worked over 40 in a week or eight in a  
23 day.

24           67. A written consent form signed by Plaintiff Ramos is attached hereto as **Exhibit K.**  
25 ***Plaintiff Cody Wilson***

26           68. Plaintiff Cody Wilson is a resident of San Diego County, California.

27           69. Plaintiff Wilson was employed by Flock Freight as a Sales Representative in  
28 California from approximately July 2018 to approximately July 2019.

1           70.     At all times relevant to the Complaint, Plaintiff Wilson was an “employee” within  
2 the meaning of all applicable statutes.

3           71.     Plaintiff Wilson regularly worked more than 40 hours in a workweek and/or more  
4 than eight hours in a day, but was not paid for all hours he worked over 40 in a week or eight in a  
5 day.

6           72.     A written consent form signed by Plaintiff Wilson is attached hereto as **Exhibit L.**  
7 ***Defendant Flock Freight, Inc.***

8           73.     Upon information and belief, Defendant is a corporation formed under the laws of  
9 the State of Delaware with a principal place of business in Encinitas, California.

10          74.     Upon information and belief, Defendant was known as AuptiX, Inc. until on or  
11 around August 2019, at which time Defendant rebranded itself as Flock Freight, Inc.

12          75.     Upon information and belief, Flock Freight has maintained control, oversight, and  
13 direction over its operations and employment practices.

14          76.     At all times hereinafter mentioned, Flock Freight was Plaintiffs’ “employer” within  
15 the meaning of all applicable statutes.

16          77.     At all relevant times, Flock Freight maintained control, oversight, and direction  
17 over Plaintiffs and other Sales Representatives, including timekeeping, payroll, and other  
18 employment practices that applied to them.

19          78.     Flock Freight has applied the same employment policies, practices, and procedures  
20 to all Sales Representatives, including policies, practices, and procedures with respect to payment  
21 of overtime compensation.

22          79.     Flock Freight’s annual gross volume of business is not less than \$500,000 within  
23 the meaning of 29 U.S.C. § 203(s)(A)(ii).



1 **FLSA COLLECTIVE ACTION CLAIMS**

2 80. Plaintiffs bring the First Cause of Action pursuant to the FLSA, 29 U.S.C. § 216(b),  
3 on behalf of themselves and all similarly situated persons who work or have worked for Flock  
4 Freight as an exempt-classified Sales Representative (“FLSA Collective”).

5 81. Flock Freight unlawfully required Plaintiffs and other individuals employed as  
6 Sales Representatives to work in excess of 40 hours per week without paying them overtime  
7 compensation at a rate of at least one and one-half times their regular hourly rate for all overtime  
8 hours worked.

9 82. Upon information and belief, Flock Freight applied the same unlawful policies and  
10 practices to all Sales Representatives.

11 83. The FLSA Collective members are readily identifiable and can be located through  
12 the use of Flock Freight’s records. The FLSA Collective should be notified of and allowed to opt-  
13 in to this action pursuant to 29 U.S.C. § 216(b).

14 **CALIFORNIA CLASS ALLEGATIONS**

15 84. Plaintiffs bring the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth  
16 Causes of Action on their own behalf and as a class action, pursuant to Cal. Code of Civ. Proc. §  
17 382, on behalf of the following class of persons:

18 All current and former employees who work or have worked for  
19 Flock Freight as an exempt-classified Sales Representative in the  
20 State of California from June 11, 2017 through the entry of judgment  
21 in this case (hereinafter referred to as the “California Class” and the  
22 “California Class Period,” respectively).

23 85. Excluded from the California Class are Flock Freight’s legal representatives,  
24 officers, directors, assigns, and successors, or any individual who has, or who at any time during  
25 the class period has had, a controlling interest in Flock Freight; the Judge(s) to whom this case is  
26 assigned and any member of the Judge(s)’ immediate family; and all persons who will submit  
27 timely and otherwise proper requests for exclusion from the California Class.

1           86.     The Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth Causes of  
2 Action are properly maintainable as a class action under Cal. Code of Civ. Proc. § 382.

3           87.     Numerosity. The California Class is so numerous that joinder of all members is  
4 impracticable. Plaintiffs are informed and believe, and on that basis allege, that during the class  
5 period Flock Freight has employed over 100 persons who satisfy the definition of the California  
6 Class.

7           88.     Ascertainability. The identity of California Class members is ascertainable  
8 through Flock Freight's records.

9           89.     Community of Interest.

10           a.     Typicality. Plaintiffs' claims are typical of California Class members'  
11 claims. Plaintiffs, like other California Class members, were subjected to Flock Freight's policies  
12 and practices that violated California law. Plaintiffs' job duties and claims were and are typical of  
13 those of the California Class members.

14           b.     Adequacy. Plaintiffs will fairly and adequately represent and protect the  
15 interests of the California Class members. Plaintiffs' counsel are experienced in employment class  
16 actions and will fairly and adequately represent and protect the interests of the California Class  
17 members.

18           c.     Predominance. Common questions of law and fact exist as to members of  
19 the California Class that predominate over any individualized questions, including the following:

20                   a.     Whether Flock Freight has unlawfully failed to pay the  
21 California Class members all overtime compensation owed, in violation of the  
22 California Labor Code and related regulations, Cal. Lab. Code §§ 510 and 1198,  
23 and applicable wage orders;

24                   b.     Whether Flock Freight has unlawfully failed to furnish the  
25 California Class members with proper meal and rest breaks, in violation of the  
26 California Labor Code and related regulations, Cal. Lab. Code §§ 226.7, 512, and  
27 applicable wage orders;

28                   c.     Whether Flock Freight has unlawfully failed to timely pay

wages due during employment and upon separation in violation of Cal. Lab. Code §§ 201, 202, 203, and 204;

d. Whether Flock Freight has unlawfully failed to keep and provide the California Class members with timely, accurate, and itemized records of hours worked in violation of Cal. Lab. Code § 226(a);

e. Whether Flock Freight has unlawfully failed to reimburse employees for all required business expenses in accordance with Cal. Lab. Code § 2802;

f. Whether Flock Freight has unlawfully failed to maintain accurate payroll records in accordance with Cal. Lab. Code § 1174;

g. Whether Flock Freight has engaged in unlawful business practices within the meaning of the California Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*; and

h. The nature and extent of the California Class members' injuries and the appropriate measure of their damages.

90. Superiority. Class treatment would benefit the courts and California Class members. Certification of the class would provide substantial benefits to the courts and California Class members. The damages suffered by individual California Class members are relatively small compared to the significant expense and burden of individual prosecution of this litigation. In addition, class certification will obviate the need for unduly duplicative litigation which might result in inconsistent judgments about Flock Freight's practices.

### **COMMON FACTUAL ALLEGATIONS**

91. Plaintiffs and the members of the FLSA Collective and the California Class (collectively, "Class Members") have been victims of Flock Freight's common policy and plan that has violated their rights under the FLSA and California Wage Laws by improperly classifying Sales Representatives as overtime exempt, requiring them to work in excess of 40 hours per week

1 and in excess of eight hours per day, and denying them overtime compensation. At all times  
2 relevant, Flock Freight's unlawful policy and pattern or practice has been willful.

3 92. Sales Representatives' primary duties were non-exempt duties, specifically,  
4 identifying business opportunities and making sales of Flock Freight's logistics services through  
5 researching, prospecting, emailing, and calling new and existing clients.

6 93. Although Sales Representatives were eligible to earn commissions based on various  
7 performance indicators, these commissions did not constitute the majority of their earnings.

8 94. Throughout their employment, Plaintiffs and Class Members consistently worked  
9 more than 40 hours per week and eight hours per day.

10 95. Flock Freight was aware that Plaintiffs and the Class Members worked more than  
11 40 hours per workweek and eight hours per day, yet Flock Freight failed to pay them any overtime  
12 compensation.

13 96. Flock Freight did not keep accurate records of hours worked by Plaintiffs. That is,  
14 Plaintiffs' hours were not accurately recorded on pay stubs, and Plaintiffs were never required to  
15 clock in or out, or otherwise record their time.

16 97. All of the work performed by Plaintiffs and Class Members was assigned by Flock  
17 Freight and Flock Freight was aware that Plaintiffs and Class Members regularly worked overtime  
18 hours.

19 98. Flock Freight failed to pay Plaintiffs and Collective Members time and one-half for  
20 all hours worked over 40 in a workweek in violation of the FLSA.

21 99. Flock Freight failed to pay Plaintiffs and California Class members overtime  
22 compensation for all of their overtime hours worked, including for any of the overtime hours they  
23 worked over eight in a workday and over 40 in a workweek.

24 100. Flock Freight failed to furnish Plaintiffs and the California Class members with an  
25 accurate itemized statement showing, *inter alia*, wages, hours worked, and rates paid as required  
26 by the California Wage Laws.

27 101. Flock Freight failed to timely pay Plaintiffs and the California Class members all  
28 wages earned and unpaid at the time of separation from employment.

1           102. Plaintiffs and all California Class members who ceased employment with Flock  
2 Freight are entitled to unpaid compensation, but to date have not received such compensation.

3           103. Flock Freight failed to timely pay Plaintiffs and the California Class members all  
4 wages due and payable twice during each calendar month, on days designated in advance by the  
5 employer as regular pay days.

6           104. Flock Freight failed to provide Plaintiffs and California Class members with at  
7 least a half-hour meal break in which they were relieved of all duty for shifts of more than five  
8 hours, and, for shifts of more than ten hours, a second half-hour meal break in which they were  
9 relieved of all duty, as required by the California Wage Laws.

10          105. Flock Freight failed to authorize and permit Plaintiffs and California Class  
11 members to take at least one ten-minute rest break, in which they were relieved of all duty, for  
12 every four hours of work or major fraction thereof that they performed, as required by the  
13 California Wage Laws.

14          106. Flock Freight failed to reimburse Plaintiffs and California Class members for  
15 reasonable and necessary business expenses related to work performed outside of the office and  
16 from home, including but not limited to internet and cellular telephone expenses, that Plaintiffs  
17 and California Class members incurred in direct consequence of their duties.

18          107. As part of its regular business practice, Flock Freight intentionally, willfully, and  
19 repeatedly engaged in a pattern, practice, and/or policy that violates the FLSA and California Wage  
20 Laws.

21          108. Flock Freight's policy and pattern or practice includes but is not limited to:

22                   a. willfully misclassifying Plaintiffs and Class Members as  
23 exempt from the protections of federal and state overtime laws;

24                   b. willfully failing to record the time that its employees,  
25 including Plaintiffs and Class Members, worked for the benefit of Flock Freight;

26                   c. willfully failing to keep payroll records as required by the  
27 FLSA and California Wage Laws;  
28

d. willfully failing to timely pay wages as required by the California Wage Laws; and

e. willfully failing to pay its employees, including Plaintiffs and Class Members, overtime wages for all of the overtime hours that they worked.

109. Flock Freight was or should have been aware that the FLSA requires it to pay its Sales Representatives overtime compensation for all hours worked in excess of 40 per week.

110. Flock Freight's failure to pay Plaintiffs and Class Members overtime wages for their work in excess of 40 hours per week was willful, intentional, and in bad faith.

111. Flock Freight's unlawful conduct has been widespread, repeated, and consistent.

### **FIRST CAUSE OF ACTION**

#### **FLSA – Overtime Wages**

**29 U.S.C. §§ 201, *et seq.***

**(Brought by Plaintiffs Individually and on Behalf of the FLSA Collective)**

112. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

113. Flock Freight engaged in a widespread pattern and practice of violating the FLSA, as described in this Class and Collective Action Complaint.

114. Plaintiffs have consented in writing to be parties to this action, pursuant to 29 U.S.C. § 216(b).

115. At all relevant times, Plaintiffs and other similarly situated current and former employees were engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. § 207(a).

116. The overtime wage provisions set forth in §§ 201, *et seq.* of the FLSA apply to Flock Freight.

117. Flock Freight is an employer engaged in commerce and/or the production of goods for commerce within the meaning of 29 U.S.C. §§ 206(a) and 207(a).

118. At all times relevant, Plaintiffs were employees within the meaning of 29 U.S.C. §§ 203(e) and 207(a).

119. Flock Freight failed to pay Plaintiffs and other similarly situated current and former employees the overtime wages to which they were entitled under the FLSA.

120. Flock Freight's violations of the FLSA, as described in this Complaint, were willful and intentional.

121. Flock Freight failed to make a good faith effort to comply with the FLSA with respect to its compensation of Plaintiffs and other similarly situated current and former employees.

122. Because Flock Freight's violations of the FLSA were willful, a three-year statute of limitations applies, pursuant to 29 U.S.C. § 255.

123. As a result of Flock Freight's willful violations of the FLSA, Plaintiffs and all other similarly situated employees suffered damages by being denied overtime wages in accordance with 29 U.S.C. §§ 201, *et seq.*

124. As a result of the unlawful acts of Flock Freight, Plaintiffs and other similarly situated current and former employees were deprived of overtime compensation and other wages in amounts to be determined at trial, and are entitled to recovery of such amounts, liquidated damages, prejudgment interest, attorneys' fees, costs, and other compensation pursuant to 29 U.S.C. § 216(b).

## **SECOND CAUSE OF ACTION**

### **California Wage Laws – Overtime Wages**

#### **California Wage Order Nos. 4-2001 & 9-2001; Cal. Lab. Code §§ 510, 1198**

#### **(Brought by Plaintiffs Individually and on Behalf of the California Class)**

125. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

126. California law requires employers, such as Flock Freight, to pay overtime compensation to all non-exempt employees for all hours worked over 40 per workweek and over eight per day.

127. Plaintiffs and the California Class members are non-exempt employees entitled to be paid overtime compensation for all overtime hours worked.

128. At all relevant times, Plaintiffs and the California Class members worked in excess of 40 hours in a workweek and eight hours in a workday.

129. At all relevant times, Flock Freight failed and refused to pay Plaintiffs and the California Class members overtime compensation.

130. As a direct and proximate result of Flock Freight's unlawful conduct, as set forth herein, Plaintiffs and the California Class members have sustained damages, including loss of earnings for hours of overtime worked for the benefit of Flock Freight in an amount to be established at trial, prejudgment interest, and costs and attorneys' fees, pursuant to statutory and other applicable law.

### **THIRD CAUSE OF ACTION**

## California Wage Laws – Meal and Rest Period Provisions

**Cal. Wage Order Nos. 4-2001 & 9-2001; Cal. Lab. Code §§ 218.5, 226.7, & 512**

**(Brought by Plaintiffs Individually and on Behalf of the California Class)**

131. Plaintiffs reallege and incorporate by reference the preceding paragraphs as if they were set forth again herein.

132. Plaintiffs and the California Class members regularly work and have worked in excess of five-hour shifts without being provided at least a half-hour meal break in which they were relieved of all duty, and more than ten-hour shifts without being afforded a second half-hour meal break in which they were relieved of all duty, as required by Cal. Lab. Code §§ 226.7 and 512 and Wage Order Nos. 4-2001 and 9-2001, § 11.

133. In addition, Plaintiffs and the California Class members regularly work and have worked without being authorized and permitted to take at least one ten-minute rest break, in which they were relieved of all duty, per every four hours of work or major fraction thereof that they performed, as required by Cal. Lab. Code § 226.7 and Wage Order Nos. 4-2001 and 9-2001, § 12.

134. As a result of Flock Freight's failure to provide proper meal periods compliant with California law, Defendant is liable to Plaintiffs and the California Class members for one hour of additional pay at the regular rate of compensation for each workday that the compliant meal periods were not provided, pursuant to Cal. Lab. Code § 226.7 and Wage Order Nos. 4-2001 and



1 9-2001, § 11.

2 135. As a result of Flock Freight's failure to authorize and permit rest periods compliant  
3 with California law, Defendant is liable to Plaintiffs and the California Class members for one  
4 hour of additional pay at the regular rate of compensation for each workday that the compliant rest  
5 periods were not authorized and permitted, pursuant to Cal. Lab. Code § 226.7 and Wage Order  
6 Nos. 4-2001 and 9-2001, § 12.

7 **FOURTH CAUSE OF ACTION**

8 **California Wage Laws – Wage Payment Provisions**

9 **Cal. Lab. Code §§ 201, 202, & 203**

10 **(Brought by Plaintiffs Individually and on Behalf of the California Class)**

11 136. Plaintiffs reallege and incorporate by reference all allegations in all preceding  
12 paragraphs.

13 137. Cal. Lab. Code §§ 201 and 202 require Flock Freight to pay employees all wages  
14 due upon termination within the time specified by law. Cal. Lab. Code § 203 provides that if an  
15 employer willfully fails to timely pay such wages, the employer must continue to pay the subject  
16 employees' wages until the back wages are paid in full or an action is commenced, up to a  
17 maximum of thirty (30) days of wages.

18 138. Plaintiffs and all California Class members who ceased employment with Flock  
19 Freight are entitled to unpaid compensation, but to date have not received such compensation.

20 139. More than thirty (30) days have passed since Plaintiffs and certain California Class  
21 members left Flock Freight's employ.

22 140. Plaintiffs, on behalf of themselves and the California Class members, seek waiting  
23 time penalties pursuant to Cal. Lab. Code § 203, attorneys' fees and costs, and such other legal  
24 and equitable relief as the Court deems just and proper.

25 **FIFTH CAUSE OF ACTION**

26 **California Wage Laws – Untimely Payment of Wages**

27 **Cal. Lab. Code §§ 204, 210**

28 **(Brought by Plaintiffs Individually and on Behalf of the California Class)**

141. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

142. Under Cal. Lab. Code § 204, labor performed between the 1st and 15th days of a calendar month must be paid for between the 16th and the 26th of that month, and labor performed between the 16th and the last day of a calendar month must be paid for between the 1st and the 10th day of the following month. Other payroll periods such as weekly, biweekly (every two weeks) or semimonthly (twice per month), when the earning period is something other than between the 1st and 15th, and 16th and last day of the month, must be paid within seven calendar days of the end of the payroll period within which the wages were earned.

143. Cal. Lab. Code § 210(a) provides that persons who fail to pay wages as provided in § 204 are subject to statutory penalties of: (1) one hundred dollars (\$100) for each failure to pay each employee for any initial violation; and (2) two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld, for each subsequent violation, or any willful or intentional violation.

144. Flock Freight failed to pay Plaintiffs and California Class members all of their wages earned in a timely manner, in violation of Cal. Lab. Code § 204.

145. Plaintiffs, on behalf of themselves and the California Class members, seek waiting time penalties pursuant to Cal. Lab. Code § 210, attorneys' fees and costs, and such other legal and equitable relief as the Court deems just and proper.

## **SIXTH CAUSE OF ACTION**

## California Wage Laws – Wage Statement Violations

**California Wage Order Nos. 4-2001 & 9-2001; Cal. Lab. Code § 226**

**(Brought by Plaintiffs Individually and on Behalf of the California Class)**

146. Plaintiffs reallege and incorporate by reference all allegations in all preceding paragraphs.

147. Flock Freight knowingly and intentionally failed to provide timely, accurate, itemized wage statements including, *inter alia*, all hours worked, to Plaintiffs and the California Class members in accordance with California Wage Order Nos. 4-2001 and 9-2001 and Cal. Lab.

1 Code § 226(a). Such failure caused injury to Plaintiffs and the California Class members, by,  
2 among other things, impeding them from knowing the amount of wages to which they are and  
3 were entitled.

4 148. Plaintiffs and the California Class members are entitled to and seek injunctive relief  
5 requiring Defendant to comply with Cal. Lab. Code § 226(a), and further seek the amount provided  
6 under Cal. Lab. Code § 226(e), including the greater of all actual damages or fifty dollars (\$50)  
7 for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee  
8 for each violation in a subsequent pay period.

9 **SEVENTH CAUSE OF ACTION**

10 **California Wage Laws – Expense Reimbursement**

11 **Cal. Lab. Code § 2802**

12 **(Brought by Plaintiffs Individually and on Behalf of the California Class)**

13 149. Plaintiffs reallege and incorporate by reference all allegations in all preceding  
14 paragraphs.

15 150. The foregoing conduct, as alleged, constitutes a violation of Cal. Lab. Code § 2802,  
16 which provides for the reimbursement of employee expenses incurred while carrying out their  
17 employment or to comply with employer requirements.

18 151. California Class members, including Plaintiffs, have incurred and continue to incur  
19 expenses related to work performed outside of the office and from home, including but not limited  
20 to internet and cellular telephone expenses.

21 152. Flock Freight had a policy and practice of failing and refusing to reimburse  
22 Plaintiffs and California Class members for reasonable and necessary business expenses and thus  
23 violated and continues to violate Cal. Lab. Code § 2802.

24 153. Plaintiffs, on behalf of themselves and the California Class members, seek the  
25 amount of the respective unpaid expenses owed them, interest, attorneys' fees and costs pursuant  
26 to Cal. Lab. Code § 2802(b) and (c), and such other legal and equitable relief as the Court deems  
27 just and proper.

28 **EIGHTH CAUSE OF ACTION**

1 **California Wage Laws – Payroll Record Violations**

2 **Cal. Lab. Code § 1174**

3 **(Brought by Plaintiffs Individually and on Behalf of the California Class)**

4 154. Plaintiffs reallege and incorporate by reference all allegations in all preceding  
5 paragraphs.

6 155. Flock Freight willfully failed to keep at a central location in California or at the  
7 plant or establishment at which employees are employed, payroll records showing the hours  
8 worked daily by, and the wages paid to, each employee in accordance with Cal. Lab. Code §  
9 1174(d).

10 156. Plaintiffs, on behalf of themselves and the California Class members, seek a civil  
11 penalty of \$500, pursuant to Cal. Lab. Code § 1174.5.

12 **NINTH CAUSE OF ACTION**

13 **California Wage Laws – Unfair Competition**

14 **California Business & Professions Code §§ 17200, *et seq.***

15 **(Brought by Plaintiffs Individually and on Behalf of the California Class)**

16 157. Plaintiffs reallege and incorporate by reference all allegations in all preceding  
17 paragraphs.

18 158. The foregoing conduct, as alleged, violates the California Unfair Competition Law  
19 (“UCL”). The UCL prohibits unfair competition by prohibiting, *inter alia*, any unlawful or unfair  
20 business acts or practices.

21 159. Beginning at a date unknown to Plaintiffs, but at least as long ago as four years  
22 prior to the filing of the Class and Collective Action Complaint, Flock Freight committed, and  
23 continued to commit, acts of unfair competition, as defined by the UCL, by, among other things,  
24 engaging in the acts and practices described herein. Flock Freight’s conduct as alleged herein has  
25 injured Plaintiffs and the California Class members by wrongfully denying them earned wages,  
26 and therefore was substantially injurious to them.

27 160. Flock Freight engaged in unfair competition in violation of the UCL by violating,  
28 *inter alia*, each of the following laws. Each of these violations constitutes an independent and

1 separate violation of the UCL:

- 2 a. FLSA, 29 U.S.C. §§ 201, *et seq.*;
- 3 b. Cal. Lab. Code §§ 201-204;
- 4 c. Cal. Lab. Code § 1198 & 510;
- 5 d. Cal. Lab. Code § 2802;
- 6 e. Cal. Lab. Code §§ 226.7 & 512;
- 7 f. Cal. Lab. Code § 226; and
- 8 g. Cal. Lab. Code § 1174.

9 161. Flock Freight's course of conduct, acts, and practices in violation of the California  
10 laws mentioned in the above paragraph constitute a separate and independent violation of the UCL.  
11 Flock Freight's conduct described herein violates the policy or spirit of such laws or otherwise  
12 significantly threatens or harms competition.

13 162. The unlawful and unfair business practices and acts of Flock Freight, described  
14 above, have injured Plaintiffs and the California Class members in that they were wrongfully  
15 denied the payment of earned overtime wages.

16 163. Plaintiffs, individually and on behalf of the California Class, seek recovery of  
17 attorneys' fees and costs of this action to be paid by Defendant, as provided by the UCL and Cal.  
18 Lab. Code §§ 218, 218.5, and 1194.

19 164. Plaintiffs, individually and on behalf of the California Class, seek restitution in the  
20 amount of the respective unpaid wages earned and due, including for unpaid overtime at a rate not  
21 less than one and one-half times the regular rate of pay for work performed in excess of 40 hours  
22 in a workweek, or eight hours in a day, and double the regular rate of pay for work performed in  
23 excess of 12 hours per day.

24  
25 **TENTH CAUSE OF ACTION**

26 **Private Attorneys General Act**

27 **Cal. Lab. Code §§ 2698, *et seq.***

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1 f. Failure to reimburse employees for all required business expenses,  
2 including but not limited to internet and cellular telephone expenses, in violation of Cal.  
3 Lab. Code § 2802 and the applicable Wage Order.

4 169. Plaintiff Pegram, on behalf of the State of California and the Aggrieved  
5 Employees, is entitled to civil penalties to be paid by Defendant and allocated as PAGA requires,  
6 pursuant to Cal. Lab. Code § 2699(a), for Flock Freight's violations of the Cal. Lab. Code and  
7 IWC Wage Orders for which violations a civil penalty is already specifically provided by law.  
8 Further, Plaintiff Pegram, on behalf of the State of California and the Aggrieved Employees, is  
9 entitled to civil penalties, to be paid by Defendant and allocated as PAGA requires, pursuant to  
10 Cal. Lab. Code § 2699(f) for Flock Freight's violations of the Cal. Lab. Code and IWC Wage  
11 Orders for which violations a civil penalty is not already specifically provided.

12 170. Under PAGA, Plaintiff Pegram is entitled to recover the maximum civil penalties  
13 permitted by law for the violations of the Cal. Lab. Code that are alleged in this Complaint,  
14 including but not limited to penalties pursuant to Labor Code §§ 210, 218.5, 226.3, 226.6, 558,  
15 1174.5, and 2699, and the applicable Wage Order.

16 171. Plaintiff Pegram, on behalf of the State of California and the Aggrieved  
17 Employees, also requests further relief as set forth herein.

18 **PRAYER FOR RELIEF**

19 **WHEREFORE**, Plaintiffs, individually and on behalf of the FLSA Collective, request the  
20 following relief:

- 21 A. Designation of this action as a collective action and prompt issuance of notice  
22 pursuant to 29 U.S.C. § 216(b) to all similarly situated members of the FLSA  
23 Collective, apprising them of the pendency of this action, and permitting them to  
24 file Consent to Join forms pursuant to 29 U.S.C. § 216(b);
- 25 B. An award of damages, according to proof, including liquidated damages, to be paid  
26 by Defendant;
- 27 C. Appropriate equitable and injunctive relief to remedy violations, including but not  
28

1 necessarily limited to an order enjoining Defendant from continuing its unlawful  
2 practices under the FLSA and/or a declaration that Flock Freight's acts violate the  
3 FLSA;

4 D. A reasonable service award for each Plaintiff to compensate them for the time  
5 they have spent and will spend attempting to recover wages for the FLSA  
6 Collective and for the risks they took and will take in doing so;

7 E. Costs of the action incurred herein;

8 F. Attorneys' fees, including fees pursuant to 29 U.S.C. § 216;

9 G. Post-judgment interest, as provided by law; and

10 H. Such other relief as this Court deems necessary, just, and proper.

11 **WHEREFORE**, Plaintiffs, on behalf of themselves and the California Class members  
12 they seek to represent, request the following relief:

13 A. Certification of this action as a class action on behalf of the California Class;

14 B. Designation of Plaintiffs as Representatives of the California Class;

15 C. Designation of Plaintiffs' counsel of record as Class Counsel for the California  
16 Class;

17 D. An award of damages, penalties, and restitution to be paid by Defendant  
18 according to proof;

19 E. Appropriate equitable and injunctive relief to remedy violations, including but not  
20 necessarily limited to an order enjoining Defendant from continuing its unlawful  
21 practices under the California Wage Laws and/or a declaration that Flock  
22 Freight's acts violate the California Wage Laws;

23 F. A reasonable service award to compensate Plaintiffs for the time they have spent  
24 and will spend attempting to recover wages and penalties for the California Class  
25 members and for the risks they took and will take in doing so;

26 G. Attorneys' fees and costs of suit;

27 H. Prejudgment and post-judgment interest, as provided by law; and

28 I. Such other relief as the Court may deem just and proper.



1           **WHEREFORE**, Plaintiff Pegram, on behalf of the Aggrieved Employees and the State of  
2 California, requests the following relief:

3           A.     Civil penalties provided, per violation, under the California Private Attorneys  
4 General Act, California Labor Code §§ 2698, *et seq.*

5           B.     Prejudgment and post-judgment interest, as provided by law;

6           C.     Attorneys' fees pursuant to Labor Code § 2699(g)(1) and all other bases for fees  
7 in the Labor Code;

8           D.     Costs of suit, including expert fees and costs;

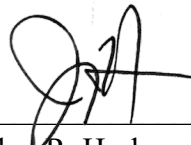
9           E.     A reasonable service award for Plaintiff Pegram for his service as PAGA  
10 representative; and

11          F.     Such other relief as the Court may deem just and proper.

12  
13 Dated: December 30, 2021

Respectfully submitted,

14  
15 By:

  
\_\_\_\_\_  
Jordon R. Harlan

16  
17 Jordon R. Harlan (Cal. Bar No. 273978)  
18 HARLAN LAW, PC  
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19 San Diego, CA 92102  
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27 Email: [tliu@outtengolden.com](mailto:tliu@outtengolden.com)  
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\* pro hac vice motion forthcoming

*Attorneys for Plaintiffs and proposed  
Class and Collective Members*

# **Exhibit A**

**EXHIBIT A**

Account Coordinator
Account Executive
Account Manager
Activation Specialist
Activation Specialist
Business Development Associate
Business Development Executive
Business Development Manager
Carrier Engagement Specialist
Carrier Sales
Carrier Sales Lead
Carrier Sales- Regional Lead
Carrier Sales Rep
Carrier Sales Representative
Client Sales Representative
Customer Acquisition Specialist
Customer Activation Specialist
Customer Growth Specialist
Customer Retention Specialist
Customer Success Manager
Enterprise Account Manager
Fulfillment Rep
Fulfillment Representative
Growth Specialist
Growth Specialist
Lead Account Manager
Lead Activation Specialist
Lead Customer Acquisition Specialist
Loyalty Specialist
LTL Fulfillment Lead
LTL Operations Lead
Manager of Customer Activation
National Account Manager
Operations Associate
Operations Associate, Carrier Development and Truckload Fulfillment
Pooling Enablement Lead

Pooling Enablement Rep
Retention Specialist
Retention Specialst
Sales Development Representative
Senior Account Exec
Senior Account Executive
Senior Account Manager
Senior Carrier Sales Rep
Senior Truckload Fulfillment Associate
Strategic Account Manager
Strategic Partnerships Manager
Strategic Solutions Operations Associate
Strategic Solutions Representative
TL Fulfillment Associate
TL Fulfillment Lead
Truckload Fulfillment Assiciate
Truckload Fulfillment Associate
Truckload Fulfillment Lead
Truckload Fulfillment Operations Associate
Truckload Fulfillment Rep
Truckload Fulfillment Senior Associate

# **Exhibit B**

## CONSENT TO BE A PARTY PLAINTIFF

1. I consent to be a party plaintiff in a lawsuit against Flock Freight, Inc. ("Defendant") and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. By signing and returning this consent form, I hereby designate Outten & Golden LLP to represent me in such lawsuit and to make decisions on my behalf concerning the litigation and any settlement. I agree to be bound by any adjudication of this action by a court, whether it is favorable or unfavorable.

3. I also consent to join any separate or subsequent action to assert my claims against Defendant and/or any related entities or persons potentially liable.



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Signature

Mandela Byam

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# **Exhibit C**



## CONSENT TO BE A PARTY PLAINTIFF

1. I consent to be a party plaintiff in a lawsuit against Flock Freight, Inc. ("Defendant") and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. By signing and returning this consent form, I hereby designate Outten & Golden LLP to represent me in such lawsuit and to make decisions on my behalf concerning the litigation and any settlement. I agree to be bound by any adjudication of this action by a court, whether it is favorable or unfavorable.

3. I also consent to join any separate or subsequent action to assert my claims against Defendant and/or any related entities or persons potentially liable.



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Signature

Sebastian Cifuentes

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# Exhibit D

### CONSENT TO BE A PARTY PLAINTIFF

1. I consent to be a party plaintiff in a lawsuit against Flock Freight, Inc. ("Defendant") and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. By signing and returning this consent form, I hereby designate Outten & Golden LLP to represent me in such lawsuit and to make decisions on my behalf concerning the litigation and any settlement. I agree to be bound by any adjudication of this action by a court, whether it is favorable or unfavorable.

3. I also consent to join any separate or subsequent action to assert my claims against Defendant and/or any related entities or persons potentially liable.



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Signature

Andy Free

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# **Exhibit E**

## CONSENT TO BE A PARTY PLAINTIFF

1. I consent to be a party plaintiff in a lawsuit against Flock Freight, Inc. ("Defendant") and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. By signing and returning this consent form, I hereby designate Outten & Golden LLP to represent me in such lawsuit and to make decisions on my behalf concerning the litigation and any settlement. I agree to be bound by any adjudication of this action by a court, whether it is favorable or unfavorable.

3. I also consent to join any separate or subsequent action to assert my claims against Defendant and/or any related entities or persons potentially liable.



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Signature

Matthew Harmon

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# **Exhibit F**

### CONSENT TO BE A PARTY PLAINTIFF

1. I consent to be a party plaintiff in a lawsuit against Flock Freight, Inc. ("Defendant") and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. By signing and returning this consent form, I hereby designate Outten & Golden LLP to represent me in such lawsuit and to make decisions on my behalf concerning the litigation and any settlement. I agree to be bound by any adjudication of this action by a court, whether it is favorable or unfavorable.

3. I also consent to join any separate or subsequent action to assert my claims against Defendant and/or any related entities or persons potentially liable.



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Signature

Min Soo Kim

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# Exhibit G



## CONSENT TO BE A PARTY PLAINTIFF

1. I consent to be a party plaintiff in a lawsuit against Flock Freight, Inc. ("Defendant") and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. By signing and returning this consent form, I hereby designate Outten & Golden LLP to represent me in such lawsuit and to make decisions on my behalf concerning the litigation and any settlement. I agree to be bound by any adjudication of this action by a court, whether it is favorable or unfavorable.

3. I also consent to join any separate or subsequent action to assert my claims against Defendant and/or any related entities or persons potentially liable.



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Signature

Jamine Nyamekye

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# **Exhibit H**

### CONSENT TO BE A PARTY PLAINTIFF

1. I consent to be a party plaintiff in a lawsuit against Flock Freight, Inc. ("Defendant") and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. By signing and returning this consent form, I hereby designate Outten & Golden LLP to represent me in such lawsuit and to make decisions on my behalf concerning the litigation and any settlement. I agree to be bound by any adjudication of this action by a court, whether it is favorable or unfavorable.

3. I also consent to join any separate or subsequent action to assert my claims against Defendant and/or any related entities or persons potentially liable.



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Signature

Daniel Ortiz

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# **Exhibit I**

### CONSENT TO BE A PARTY PLAINTIFF

1. I consent to be a party plaintiff in a lawsuit against Flock Freight, Inc. ("Defendant") and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. By signing and returning this consent form, I hereby designate Outten & Golden LLP to represent me in such lawsuit and to make decisions on my behalf concerning the litigation and any settlement. I agree to be bound by any adjudication of this action by a court, whether it is favorable or unfavorable.

3. I also consent to join any separate or subsequent action to assert my claims against Defendant and/or any related entities or persons potentially liable.



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Signature

Nathan Pegram

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# **Exhibit J**

### CONSENT TO BE A PARTY PLAINTIFF

1. I consent to be a party plaintiff in a lawsuit against Flock Freight, Inc. ("Defendant") and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. By signing and returning this consent form, I hereby designate Outten & Golden LLP to represent me in such lawsuit and to make decisions on my behalf concerning the litigation and any settlement. I agree to be bound by any adjudication of this action by a court, whether it is favorable or unfavorable.

3. I also consent to join any separate or subsequent action to assert my claims against Defendant and/or any related entities or persons potentially liable.



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Signature

MaryAnne Pirrello

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# **Exhibit K**



### CONSENT TO BE A PARTY PLAINTIFF

1. I consent to be a party plaintiff in a lawsuit against Flock Freight, Inc. ("Defendant") and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. By signing and returning this consent form, I hereby designate Outten & Golden LLP to represent me in such lawsuit and to make decisions on my behalf concerning the litigation and any settlement. I agree to be bound by any adjudication of this action by a court, whether it is favorable or unfavorable.

3. I also consent to join any separate or subsequent action to assert my claims against Defendant and/or any related entities or persons potentially liable.



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Signature

Jesus Ramos

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# **Exhibit L**

## CONSENT TO BE A PARTY PLAINTIFF

1. I consent to be a party plaintiff in a lawsuit against Flock Freight, Inc. ("Defendant") and/or related entities and individuals in order to seek redress for violations of the Fair Labor Standards Act, pursuant to 29 U.S.C. § 216(b).

2. By signing and returning this consent form, I hereby designate Outten & Golden LLP to represent me in such lawsuit and to make decisions on my behalf concerning the litigation and any settlement. I agree to be bound by any adjudication of this action by a court, whether it is favorable or unfavorable.

3. I also consent to join any separate or subsequent action to assert my claims against Defendant and/or any related entities or persons potentially liable.



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Signature

Cody Wilson

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