**CIRCUIT COURT OF COOK COUNTY
ILLINOIS COUNTY DEPARTMENT
CHANCERY DIVISION**

KWAKU OWIRODU, SCOTT FISHER, CHARLES COLLIER, KEGAN HACKER, ROBERT HAWES, JAMES MIDDLETON, JONATHON PEARSON, KEITH PICKENS-BELL, EDUARDO REYES, PAVEL RODRIGUEZ on behalf of themselves and others similarly situated,

Plaintiffs,

v.

EXTRA MILE INTERNATIONAL INC., BORIS STOJANOVIC, MARIJA a/k/a MAYA STOJANOVIC, NIKOLA a/k/a NICHOLAS MIHAILOVIC, EMI MANAGEMENT, INC., PHOENIX ELD LLC, KATERINA CIKALOVA, and KCC CONSULTING, INC.,

Defendants,

Case No.: 2024CH06818

JURY TRIAL DEMANDED

AMENDED CLASS ACTION COMPLAINT

Plaintiffs Kwaku Owirodu, Scott Fisher (hereinafter, "Company Driver Plaintiffs"), Charles Collier, Kegan Hacker Robert Hawes, James Middleton, Jonathon Pearson, Keith Pickens-Bell, Eduardo Reyes and Pavel Rodriguez (hereinafter, "Lease Driver Plaintiffs") by and through their undersigned attorneys, bring this case individually and on behalf of all others similarly situated against Defendants Extra Mile International, Inc. ("Extra Mile" or "EMI"), natural persons Boris Stojanovic, Marija a/k/a Maya Stojanovic ("Maya Stojanovic"), Nikola a/k/a Nicholas Mihailovic ("Nick Mihailovic"), individually, (the natural persons collectively as "Individual EMI Defendants", together with EMI, collectively "EMI Defendants"), EMI Management, Inc., Phoenix ELD LLC ("Phoenix ELD"), Katerina CIKALOVA and KCC Consulting, Inc. (collectively, "EMI Conspiracy Defendants").

1. Plaintiffs Charles Collier, Kegan Hacker, Robert Hawes, James Middleton, Jonathon Pearson, Keith Pickens-Bell, Eduardo Reyes and Pavel Rodriguez, bring this action on their own behalf and on behalf of a class of similarly situated individuals formerly and presently employed as truck drivers by EMI in EMI's "lease-to-own" program, hereinafter referred to as "Lease Driver Plaintiffs". The Lease Driver Plaintiffs bring claims against the EMI Defendants for violations of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505, *et seq.* ("ICFA"), the Illinois Business Opportunity Sales Law, 815 ILCS 602, *et seq.* ("IBOSL") for violations of the of the Illinois Wage Payment and Collection Act, 820 ILCS 115, *et seq.* ("IWPCA"); for violation of Illinois Paid Leave for All Workers Act, 820 ILCS 192, *et seq.*, ("PLAWA")[1] for violations of the Truth-in-Leasing-Act, 49 U.S.C. § 14704(a)(2), ("TILA"), for breach of contract under Illinois common law, , and as against the EMI Conspiracy Defendants, civil conspiracy under Illinois common law. The Lease Driver Plaintiffs bring their claims as a putative class action pursuant to 735 ILCS 5/2-801.

2. Plaintiffs Scott Fisher and Kwaku Owirodu bring this action on their own behalf and on behalf of a class of similarly situated individuals formerly and presently employed as "Company Driver Plaintiffs" for EMI, hereinafter referred to as "Company Driver Plaintiffs". The Company Driver Plaintiffs bring claims against the EMI Defendants pursuant to violations of the IWPCA and PLAWA, and against the EMI Conspiracy Defendants for civil conspiracy under Illinois common law. The Company Driver Plaintiffs bring their claims as a putative class action pursuant to 735 ILCS 5/2-801.

[1] PLAWA became effective January 1, 2024, and as such, Plaintiff Hawes and Plaintiff Fisher do not bring a claim for violation of PLAWA.

NATURE OF THE ACTION

3. Plaintiffs bring this case as a class action to end the Defendants' civil conspiracy to enrich themselves by exploiting Lease Driver Plaintiffs lured into the false "business opportunity" of the EMI EMI "Lease-to-Own" Program and by stealing the compensation of the Lease Driver Plaintiffs and Company Driver Plaintiffs, which was facilitated by misclassifying Plaintiffs as independent contractors rather than as employees.

4. For years, the EMI Defendants have engaged in a nationwide, online, media and direct contract recruitment promoting EMI's purportedly lucrative "Lease-to-Own" business opportunity, whereby drivers would use EMI's commercial motor vehicle ("CMV") equipment on a "lease-to-own" arrangement with the option to buy the CMV equipment for a nominal amount at the end of the lease term; and whereby EMI would agree to provide "top-notch" and "professional" dedicated dispatch services to secure and administratively manage freight haul contracts for drivers to transport in exchange for a percentage of the gross price of the freight load contract. Throughout the campaign, the EMI Defendants represented that truck drivers could "be their own boss", choose their own CMV equipment from EMI's advertisements, set their own schedule without "forced dispatch", would be "guaranteed the best possible loads" and "regular work" from partnership with EMI dispatchers, and make "big profits" on weekly gross earnings of $7,000.00 - $15,000.00, taking home weekly net pay of thousands of dollars per week, all for "0 money down" and the ability to "walkaway" at any time. These recruiting advertisements were false.

5. The EMI Defendants intended these false advertisements to induce the financially desperate to travel from around the country at their own expense to Cook County, Illinois and pay their own required pre-employment drug screen, so that the EMI Defendants' could bait-and-switch the Lease Driver Plaintiffs into exploitative lease contracts. These lease contracts were riddled with previously undisclosed material terms adverse to the Lease Driver Plaintiffs, omitted terms required

to be included for the protection of the Lease Driver Plaintiffs under TILA, and included deceptive terms to conceal that the participants were misclassified as independent contractors as opposed to employees.

6. After viewing these advertisements for the EMI "Lease-to-Own" business opportunity and speaking with EMI Defendants' recruiters, the Lease Driver Plaintiffs travelled to Illinois at their own expense to work for Defendants as semi-truck drivers, using the CMV equipment they leased from EMI to transport loads in interstate commerce. The Lease Driver Plaintiffs traveled to EMI's Illinois facilities to take advantage of the "business opportunity" of the EMI "Lease-to-Own" program. They were led to believe by the marketing and recruiting materials that EMI Defendants would pay them 80% or 88% of $7,000-$15,000 in weekly gross booking prices for weekly freight loads hauled.

7. The EMI "Lease-to-Own" business opportunity was memorialized in the EMI LEASE CONTRACT, consisting of two interdependent, standardized and non-negotiable documents: (1) the "Equipment Lease Agreement" (hereinafter, "Equipment Lease" template at Exhibit A), whereby EMI would lease the CMV equipment to the Lease Driver Plaintiffs; and (2) the "Lease Agreement Between Extra Mile International Inc and Independent Contract (Owner/Operator)" (hereinafter, "IC Agreement" template at Exhibit B), whereby the Lease Driver Plaintiffs would "lease back" the CMV equipment to EMI as the USDOT motor carrier authority holder.

8. When each Lease Driver Plaintiff arrived to the EMI Illinois facilities to start the EMI "Lease-to-Own" business opportunity, each were presented by EMI with the Lease Agreement and IC Agreement contemporaneously for immediate execution without time to review and without negotiation.

9. The EMI Defendants' recruitment efforts were premised upon concealment of the fact that the EMI dispatch services could not deliver regular routes to drivers as advertised. Knowing their dispatch services were unable to deliver the promised loads, the EMI Conspiracy Defendants' relied on concealed and unlawful dispatching practices which required Lease Driver Plaintiffs to violate USDOT hours of service regulations, 49 C.F.R. § 395.3, *et seq.* and required drivers to permit the EMI Conspiracy Defendants' and specifically, Phoenix ELD, to remotely falsify hours of service records in violation of 49 C.F.R. § 395.8, *et seq.* to conceal the hours of service violations and shield EMI from USDOT penalties as the motor carrier. The EMI Conspiracy Defendants required the Lease Driver Plaintiffs to communicate about hours of service on the Telegram messaging application, permitting the EMI Conspiracy Defendants to remotely delete evidence of this hours-of-service falsification scheme.

10. Once the Lease Driver Plaintiffs started the EMI "Lease-to-Own" business opportunity, instead of "being their own boss", Lease Driver Plaintiffs entered a relationship much *more* controlled by the EMI Defendants than standard W-2 employment relationships. The EMI Conspiracy established near total control over Lease Driver Plaintiffs through a variety of *de facto* rules and written policies. Violations were punished through punitive fines or "late fees", all omitted and contrary to the EMI Defendants' "be your own boss" advertisement campaign for the EMI "Lease to Own" program.

11. In the course of driving for EMI, the Lease Driver Plaintiffs discovered the weekly gross earnings from the freight loads dispatched by EMI to Lease Driver Plaintiffs bore no resemblance to the representations of dispatches earning Lease Driver Plaintiffs $7,000-$15,000 per week. Typical weekly gross earnings of Lease Driver Plaintiffs were closer to $3,000-$4,000. Even to achieve these paltry gross earnings, the Lease Driver Plaintiffs often had to meet or were compelled to exceed their 70 hours of weekly service. As Lease Driver Plaintiffs were responsible for their own

fuel expenses under the "Lease-to-Own" program, the misrepresented EMI dispatch services caused them to incur hundreds of dollars in excess weekly fuel expenses from driving "dead-head" (*i.e.*, pulling a trailer with no freight) between low paying loads.

12. With little gross earnings, the substantial fees imposed by the lease agreements and consequential costs, such as fuel, left Lease Driver Plaintiffs with little, to *negative*, weekly net earnings, frequently sending Lease Driver Plaintiffs "into the hole" to EMI and compelling Lease Driver Plaintiffs to reluctantly acquiesce to the hours of service violation dispatch scheme and become dependent on EMI for cash advances for necessities such as truck stop packaged food and showers.

13. In the course of the EMI "Lease-to-Own" program, the EMI Conspiracy Defendants further exploited their economic leverage over Lease Driver Plaintiffs through the systemic imposition of deductions for illegal, arbitrary or punitive fees in violation of Section 9 of the IWPCA, 820 ILCS 115/9, and/or the chargeback provisions constructively incorporated into their lease agreement by operation of TILA, 49 CFR § 376.12, *et seq.*, such as for "late fees", other "penalty" fees, deductions for false claims of equipment damage repair, deductions shifting the costs of workers' compensation insurance onto Lease Driver Plaintiffs for lesser quality "occupational accident coverage," or through simply pocketing the Lease Driver Plaintiffs' earnings received by EMI from brokers for the work performed by Lease Driver Plaintiffs. These practices were concealed through the refusal to provide accurate and timely pay statements, particularly against Lease Driver Plaintiffs fed-up with the arrangement and returning their equipment.

14. In an effort to conceal these practices, the EMI Defendants routinely refused Lease Driver's requests for copies of their contracts and lease agreements, omitted required provisions to protect drivers that are mandated to be included pursuant to TILA, 49 CFR § 376.12(a), frequently failed to provide original rate confirmations required under contract by TILA, 49 CFR § 376.12(g), frequently failed to provide timely or accurate pay statements as required by Section 10 of the IWPCA,

820 ILCS 115/10 and TILA, 49 CFR § 376.12(h), and omitted the amounts retained by EMI paid by Lease Driver Plaintiffs for dispatch services, instead misrepresenting the Lease Driver's "gross" earnings as the net earnings *after* the fees paid to EMI for dispatch services, in violation of IWPCA, 820 ILCS 115/10 and TILA, 49 CFR § 376.12(h).

15. The EMI Defendants treated its Company Driver Plaintiffs little better than Lease Driver Plaintiffs, similarly misclassifying them as "independent contractors" despite making repeated contradictory representations that Company Driver Plaintiffs were "employees" in the course of their recruitment, and withholding the "independent contractor" agreements signed by Company Driver Plaintiffs at the start of employment. The EMI Defendants misclassified the Company Driver Plaintiffs to equally deny them the rights, benefits and recourse of employees, and imposing similar illegal, arbitrary and punitive deductions from pay checks in violation of the IWPCA, and engaged in a similar premediated scheme to refuse to pay drivers agreed upon rates, particularly drivers who signaled an intention to leave EMI. The EMI Defendants concealed this practice by refusing to issue accurate pay statements to Company Driver Plaintiffs in violation of Section 10 of the IWPCA, particularly in the final pay periods prior to and following the end of their employment with EMI.

PARTIES

I. Lease Driver Plaintiffs

Plaintiff Charles Collier

16. Plaintiff Collier is a natural person and at all times material to this Amended Complaint has been a resident of North Carolina. Plaintiff Collier possesses a Commercial Driver's License.

17. In April 2024, Plaintiff Collier viewed the EMI Defendants online general media advertising, including on Craigslist and the EMI website for the EMI "Lease-to-Own" business

opportunity, offering payment of 88% of the gross booking price for freight loads hauled, with profits on $7,000 - $15,000 and to "be your own boss" and spoke with EMI recruiters about the EMI "Lease-to-Own" business opportunity who conveyed similar representations about the EMI "Lease-to-Own" business opportunity.

18. Plaintiff Collier subsequently relied on these representations and entered the EMI "Lease-to-Own" business opportunity and travelled to an EMI facility in Illinois at his own expense and paid and/or entered into a financial obligation for a USDOT drug test to enter the EMI "Lease-to-Own" business opportunity.

19. On or about April 30, 2024, at an EMI Illinois facility, Plaintiff Collier entered into the EMI LEASE CONTRACT and executed a "Lease Agreement" on a template substantially identical to Exhibit A with EMI for CMV equipment, including $850.00 per week for a truck lease and $295.00 per week for a trailer lease and promising payment of 80% of gross booking price for freight loads hauled. Contemporaneously, Plaintiff Collier executed an "IC Agreement" on a template substantially identical to Exhibit B with EMI promising payment of 80% of gross load prices transported.

20. Plaintiff Collier does not have in his possession the "Lease Agreement" or "IC Agreement" and these agreements are not otherwise reasonably available to him. Collier Cert. Statement.

21. Plaintiff Collier then attended new driver orientation and training at the EMI Illinois facility. Upon entering the EMI "Lease-to-Own" business opportunity, Plaintiff Collier accepted the delivery of the CMV equipment leased from EMI in Illinois, paid an/or entered into a payment obligation for the "fuel-in-the-tank" expenses and other financial obligations imposed by the EMI LEASE CONTRACT and subsequently operated the leased EMI CMV equipment for the benefit of

EMI on the roads and highways of Illinois in the scope and course of his constructive employment for EMI.

22. Plaintiff Collier was conferred exclusive possession and use of the CMV equipment conferred by EMI by operation of the Lease Agreement and leased it back to EMI as the motor carrier by operation of the IC Agreement during his participation in the EMI LEASE CONTRACT.

23. From on or about April 30, 2024 through on or about November 8, 2024, Plaintiff Collier participated in the EMI "Lease-to-Own" business opportunity, had exclusive possession and use of the CMV equipment under the terms of the equipment lease and exclusively drove the CMV equipment under the supervision, control and USDOT motor carrier authority of EMI.

Plaintiff Kegan Hacker

24. Plaintiff Hacker is a natural person and at all times material to this Amended Complaint has been a resident of Indiana. Plaintiff Hacker possesses a Commercial Driver's License.

25. In November 2024, Plaintiff Hacker viewed the EMI Defendants online general media advertising, including on Craigslist and the EMI website for the EMI "Lease-to-Own" business opportunity, offering payment of 88% of the gross booking price for freight loads hauled, with profits on $7,000 - $12,000 and to "be your own boss" and spoke with EMI recruiters about the EMI "Lease-to-Own" business opportunity who conveyed similar representations about the EMI "Lease-to-Own" business opportunity.

26. Plaintiff Hacker subsequently relied on these representations and entered the EMI "Lease-to-Own" business opportunity and travelled to an EMI facility in Illinois at his own expense and paid and/or entered into a payment obligation for a USDOT drug test to enter the EMI "Lease-to-Own" business opportunity.

27. On or about November 15, 2024, at an EMI Illinois facility, Plaintiff Hacker entered into the EMI LEASE CONTRACT executed a "Lease Agreement" on a template substantially identical to Exhibit A with EMI for CMV equipment, including $850.00 per week for a truck lease and $295.00 per week for a trailer lease and promising payment of 80% of gross booking price for freight loads hauled. Contemporaneously, Plaintiff Hacker executed an "IC Agreement" on a template substantially identical to Exhibit B with EMI promising payment of 80% of gross load prices transported.

28. Plaintiff Hacker does not have in his possession the "Lease Agreement" or "IC Agreement" and these agreements are not otherwise reasonably available to him. Hacker Cert. Statement.

29. . Plaintiff Hacker then attended new driver orientation and training at the EMI Illinois facility. Upon entering the EMI "Lease-to-Own" business opportunity, Plaintiff Hacker accepted the delivery of the CMV equipment leased from EMI in Illinois, paid an/or entered into a payment obligation for the "fuel-in-the-tank" expenses and other financial obligations imposed by the EMI LEASE CONTRACT and subsequently operated the leased EMI CMV equipment for the benefit of EMI on the roads and highways of Illinois in the scope and course of his constructive employment for EMI.

30. Plaintiff Hacker had exclusive possession and use of the CMV equipment lease from EMI during the term of the lease

31. From on or about November 15, 2024 through on or about December 19, 2024, Plaintiff Hacker participated in the EMI "Lease-to-Own" business opportunity, had exclusive possession and use of the CMV equipment under the terms of the equipment lease and exclusively

drove the CMV equipment under the supervision, control and USDOT motor carrier authority of EMI.

Plaintiff Robert Hawes

32. Plaintiff Hawes is a natural person and at all times material to this Amended Complaint has been a resident of North Carolina. Plaintiff Hawes possesses a Commercial Driver's License.

33. In or around November/December 2023, Plaintiff Hawes viewed the EMI Defendants online general media advertising, including on Craigslist and the EMI website for the EMI "Lease-to-Own" business opportunity, offering payment of 88% of the gross booking price for freight loads hauled, with profits on $7,000 - $15,000 and to "be your own boss" and spoke with EMI recruiters about the EMI "Lease-to-Own" business opportunity who conveyed similar representations about the EMI "Lease-to-Own" business opportunity.

34. Plaintiff Hawes subsequently relied on these representations and entered the EMI "Lease-to-Own" business opportunity and travelled to an EMI facility in Illinois at his own expense and paid and/or entered into a financial obligation for a USDOT drug test to enter the EMI "Lease-to-Own" business opportunity.

35. On or about December 6, 2023, at an EMI Illinois facility, Plaintiff Hawes entered the EMI LEASE CONTRACT and executed a "Lease Agreement" on a template substantially identical to Exhibit A with EMI for CMV equipment, including $650.00 per week for a truck lease and $265.00 per week for a trailer lease and promising payment of 88% of gross booking price for freight loads hauled. Contemporaneously, Plaintiff Hawes executed an "IC Agreement" on a template substantially identical to Exhibit B with EMI promising payment of 88% of gross load prices transported.

36. Plaintiff Hawes does not have in his possession the "Lease Agreement" or "IC Agreement" and these agreements are not otherwise reasonably available to him. Hawes Cert. Statement.

37. Plaintiff Hawes then attended new driver orientation and training at the EMI Illinois facility.

38. Upon entering the EMI "Lease-to-Own" business opportunity, Plaintiff Hawes accepted the delivery of the CMV equipment leased from EMI in Illinoi, paid an/or entered into a payment obligation for the "fuel-in-the-tank" expenses and other financial obligations imposed by the EMI LEASE CONTRACT and subsequently operated the leased EMI CMV equipment for the benefit of EMI on the roads and highways of Illinois in the scope and course of his constructive employment for EMI.

39. Plaintiff Hawes was conferred exclusive possession and use of the CMV equipment conferred by EMI by operation of the Lease Agreement and leased it back to EMI as the motor carrier by operation of the IC Agreement during his participation in the EMI LEASE CONTRACT.

40. From on or about December 6, 2023, through on or about December 18, 2023, Plaintiff Hawes participated in the EMI "Lease-to-Own" business opportunity, had exclusive possession and use of the CMV equipment under the terms of the equipment lease and exclusively drove the CMV equipment under the supervision, control and USDOT motor carrier authority of EMI.

Plaintiff James Middleton

41. Plaintiff Middleton is a natural person and at all times material to this Amended Complaint has been a resident of Texas. Plaintiff Middleton possesses a Commercial Driver's License.

42. In or around October 2024, Plaintiff Middleton viewed the EMI Defendants online general media advertising, including on Craigslist and the EMI website for the EMI "Lease-to-Own" business opportunity, offering payment of 80% of the gross booking price for freight loads hauled, with profits on $7,000 - $12,000 and to "be your own boss" and spoke with EMI recruiters about the EMI "Lease-to-Own" business opportunity who conveyed similar representations about the EMI "Lease-to-Own" business opportunity.

43. Plaintiff Middleton subsequently relied on these representations and entered the EMI "Lease-to-Own" business opportunity and travelled to an EMI facility in Illinois at his own expense and paid and/or entered into a financial obligation for a USDOT drug test to enter the EMI "Lease-to-Own" business opportunity.

44. On or about October 28, 2024, at an EMI Illinois facility, Plaintiff Middleton executed a "Lease Agreement" on a template substantially identical to Exhibit A with EMI for CMV equipment, including $850.00 per week for a truck lease and $250.00 per week for a trailer lease and promising payment of 80% of gross booking price for freight loads hauled. Contemporaneously, Plaintiff Middleton executed an "IC Agreement" on a template substantially identical to Exhibit B with EMI promising payment of 80% of gross load prices transported.

45. Plaintiff Middleton does not have in his possession the "Lease Agreement" or "IC Agreement" and these agreements are not otherwise reasonably available to him. Middleton Cert. Statement.

46. Plaintiff Middleton then attended new driver orientation and training at the EMI Illinois facility. Upon entering the EMI "Lease-to-Own" business opportunity, Plaintiff Middleton accepted the delivery of the CMV equipment leased from EMI in Illinois, paid an/or entered into a payment obligation for the "fuel-in-the-tank" expenses and other financial obligations imposed by the

EMI LEASE CONTRACT and subsequently operated the leased EMI CMV equipment for the benefit of EMI on the roads and highways of Illinois in the scope and course of his constructive employment for EMI.

47. Plaintiff Middleton was conferred exclusive possession and use of the CMV equipment conferred by EMI by operation of the Lease Agreement and leased it back to EMI as the motor carrier by operation of the IC Agreement during his participation in the EMI LEASE CONTRACT.

48. From on or about October 28, 2024, through on or about December 13, 2024, Plaintiff Middleton participated in the EMI "Lease-to-Own" business opportunity, had exclusive possession and use of the CMV equipment under the terms of the equipment lease and exclusively drove the CMV equipment under the supervision, control and USDOT motor carrier authority of EMI.

Plaintiff Jonathon Pearson

49. Plaintiff Jonathon Pearson is a natural person and at all times material to this Amended Complaint has been a resident of Washington. Plaintiff Pearson possesses a Commercial Driver's License.

50. In or around June 2024, Plaintiff Pearson viewed the EMI Defendants online general media advertising, including on Craigslist and the EMI website for the EMI "Lease-to-Own" business opportunity, offering payment of 80% of the gross booking price for freight loads hauled, with profits on \$7,000 - \$12,000 and to "be your own boss" and spoke with EMI recruiters about the EMI "Lease-to-Own" business opportunity who conveyed similar representations about the EMI "Lease-to-Own" business opportunity.

51. Plaintiff Pearson subsequently relied on these representations and entered the EMI "Lease-to-Own" business opportunity and travelled to an EMI facility in Illinois at his own expense and paid and/or entered into a financial obligation for a USDOT drug test to enter the EMI "Lease-to-Own" business opportunity.

52. On or about June 27, 2024, at an EMI Illinois facility, Plaintiff Pearson entered into the EMI LEASE CONTRACT and executed a "Lease Agreement" on a template substantially identical to Exhibit A with EMI for CMV equipment, including $650.00 per week for a truck lease and $265.00 per week for a trailer lease and promising payment of 80% of gross booking price for freight loads hauled. Contemporaneously, Plaintiff Pearson executed an "IC Agreement" on a template substantially identical to Exhibit B with EMI promising payment of 80% of gross load prices transported.

53. Plaintiff Pearson does not have in his possession the "Lease Agreement" or "IC Agreement" and these agreements are not otherwise reasonably available to him. Pearson Cert. Statement.

54. Plaintiff Pearson then attended new driver orientation and training at the EMI Illinois facility. Upon entering the EMI "Lease-to-Own" business opportunity, Plaintiff Pearson accepted the delivery of the CMV equipment leased from EMI in Illinois, paid an/or entered into a payment obligation for the "fuel-in-the-tank" expenses and other financial obligations imposed by the EMI LEASE CONTRACT and subsequently operated the leased EMI CMV equipment for the benefit of EMI on the roads and highways of Illinois in the scope and course of his constructive employment for EMI.

55. Plaintiff Pearson was conferred exclusive possession and use of the CMV equipment conferred by EMI by operation of the Lease Agreement and leased it back to EMI as the motor carrier by operation of the IC Agreement during his participation in the EMI LEASE CONTRACT.

56. From on or about June 27, 2024, through on or about July 27, 2024, Plaintiff Pearson participated in the EMI "Lease-to-Own" business opportunity, had exclusive possession and use of the CMV equipment under the terms of the equipment lease and exclusively drove the CMV equipment under the supervision, control and USDOT motor carrier authority of EMI.

Plaintiff Keith Pickens-Bell

57. Plaintiff Pickens-Bell is a natural person and at all times material to this Amended Complaint has been a resident of Pennsylvania. Plaintiff Pickens-Bell possesses a Commercial Driver's License.

58. In or around July 2024, Plaintiff Pickens-Bell viewed the EMI Defendants online general media advertising, including on Craigslist and the EMI website for the EMI "Lease-to-Own" business opportunity, offering payment of 80% of the gross booking price for freight loads hauled, with profits on $7,000 - $12,000 and to "be your own boss" and spoke with EMI recruiters about the EMI "Lease-to-Own" business opportunity who conveyed similar representations about the EMI "Lease-to-Own" business opportunity.

59. Plaintiff Pickens-Bell subsequently relied on these representations and entered the EMI "Lease-to-Own" business opportunity and travelled to an EMI facility in Illinois at his own expense and paid and/or entered into a financial obligation for a USDOT drug test to enter the EMI "Lease-to-Own" business opportunity.

60. On or about July 25, 2024, at an EMI Illinois facility, Plaintiff Pickens-Bell entered into the EMI LEASE CONTRACT and executed a "Lease Agreement" on a template substantially

identical to Exhibit A with EMI for CMV equipment, including $850.00 per week for a truck lease and $285.00 per week for a trailer lease and promising payment of 80% of gross booking price for freight loads hauled. Contemporaneously, Plaintiff Pickens-Bell executed an "IC Agreement" attached as Exhibit B with EMI promising payment of 80% of gross load prices transported.

61. Plaintiff Pickens-Bell does not have in his possession the "Lease Agreement" and these agreements are not otherwise reasonably available to him. Pickens-Bell Cert. Statement.

62. Plaintiff Pickens-Bell then attended new driver orientation and training at the EMI Illinois facility. Upon entering the EMI "Lease-to-Own" business opportunity, Plaintiff Pickens-Bell accepted the delivery of the CMV equipment leased from EMI in Illinois, paid an/or entered into a payment obligation for the "fuel-in-the-tank" expenses and other financial obligations imposed by the EMI LEASE CONTRACT and subsequently operated the leased EMI CMV equipment for the benefit of EMI on the roads and highways of Illinois in the scope and course of his constructive employment for EMI.

63. Plaintiff Pickens-Bell was conferred exclusive possession and use of the CMV equipment conferred by EMI by operation of the Lease Agreement and leased it back to EMI as the motor carrier by operation of the IC Agreement during his participation in the EMI LEASE CONTRACT.

64. From on or about July 25, 2024, through on or about August 25, 2024, Plaintiff Pickens-Bell participated in the EMI "Lease-to-Own" business opportunity, had exclusive possession and use of the CMV equipment under the terms of the equipment lease and exclusively drove the CMV equipment under the supervision, control and USDOT motor carrier authority of EMI.

Plaintiff Eduardo Reyes

65. Plaintiff Reyes is a natural person and at all times material to this Amended Complaint has been a resident of Arizona. Plaintiff Reyes possesses a Commercial Driver's License.

66. In or around July 2024, Plaintiff Reyes viewed the EMI Defendants online general media advertising, including on Craigslist and the EMI website for the EMI "Lease-to-Own" business opportunity, offering payment of 80% of the gross booking price for freight loads hauled, with profits on $7,000 - $12,000 and to "be your own boss" and spoke with EMI recruiters about the EMI "Lease-to-Own" business opportunity who conveyed similar representations about the EMI "Lease-to-Own" business opportunity.

67. Plaintiff Reyes subsequently relied on these representations and entered the EMI "Lease-to-Own" business opportunity and travelled to an EMI facility in Illinois at his own expense and paid and/or entered into a financial obligation for a USDOT drug test to enter the EMI "Lease-to-Own" business opportunity.

68. On or about July 11, 2024, at an EMI Illinois facility, Plaintiff Reyes entered into the EMI LEASE CONTRACT and executed a "Lease Agreement" on a template substantially identical to Exhibit A with EMI for CMV equipment, including $750.00 per week for a truck lease and $295.00 per week for a trailer lease and promising payment of 80% of gross booking price for freight loads hauled. Contemporaneously, Plaintiff Reyes executed an "IC Agreement" on a template substantially identical to Exhibit B with EMI promising payment of 80% of gross load prices transported.

69. Plaintiff Reyes does not have in his possession the "Lease Agreement" or "IC Agreement" and these agreements are not otherwise reasonably available to him. Reyes Cert. Statement.

70. Plaintiff Reyes then attended new driver orientation and training at the EMI Illinois facility. Upon entering the EMI "Lease-to-Own" business opportunity, Plaintiff Reyes accepted the

delivery of the CMV equipment leased from EMI in Illinois, paid an/or entered into a payment obligation for the "fuel-in-the-tank" expenses and other financial obligations imposed by the EMI LEASE CONTRACT and subsequently operated the leased EMI CMV equipment for the benefit of EMI on the roads and highways of Illinois in the scope and course of his constructive employment for EMI.

71. Plaintiff Reyes was conferred exclusive possession and use of the CMV equipment conferred by EMI by operation of the Lease Agreement and leased it back to EMI as the motor carrier by operation of the IC Agreement during his participation in the EMI LEASE CONTRACT.

72. For approximately two weeks after July 11, 2024, Plaintiff Reyes participated in the EMI "Lease-to-Own" business opportunity, had exclusive possession and use of the CMV equipment under the terms of the equipment lease and exclusively drove the CMV equipment under the supervision, control and USDOT motor carrier authority of EMI.

Plaintiff Pavel Rodriguez

73. Plaintiff Rodriguez is a natural person and at all times material to this Amended Complaint has been a resident of Florida. Plaintiff Rodriguez possesses a Commercial Driver's License.

74. In or around June 2024, Plaintiff Rodriguez viewed the EMI Defendants online general media advertising, including on Craigslist and the EMI website for the EMI "Lease-to-Own" business opportunity, offering payment of 80% of the gross booking price for freight loads hauled, with profits on $7,000 - $12,000 and to "be your own boss" and spoke with EMI recruiters about the EMI "Lease-to-Own" business opportunity who conveyed similar representations about the EMI "Lease-to-Own" business opportunity.

75. Plaintiff Rodriguez subsequently relied on these representations and entered the EMI "Lease-to-Own" business opportunity and travelled to an EMI facility in Illinois at his own expense and paid and/or entered into a financial obligation for a USDOT drug test to enter the EMI "Lease-to-Own" business opportunity.

76. On or about June 25, 2024, at an EMI Illinois facility, Plaintiff Rodriguez entered into the EMI LEASE CONTRACT executed a "Lease Agreement" on a template substantially identical to Exhibit A with EMI for CMV equipment, including $850.00 per week for a truck lease and $250.00 per week for a trailer lease and promising payment of 80% of gross booking price for freight loads hauled. Contemporaneously, Plaintiff Rodriguez executed an "IC Agreement" on a template substantially identical to Exhibit B with EMI promising payment of 80% of gross load prices transported.

77. Plaintiff Rodriguez does not have in his possession the "Lease Agreement" or "IC Agreement" and these agreements are not otherwise reasonably available to him. Rodriguez Cert. Statement.

78. Plaintiff Rodriguez then attended new driver orientation and training at the EMI Illinois facility.

79. Upon entering the EMI "Lease-to-Own" business opportunity, Plaintiff Rodriguez accepted the delivery of the CMV equipment leased from EMI in Illinois, paid an/or entered into a payment obligation for the "fuel-in-the-tank" expenses and other financial obligations imposed by the EMI LEASE CONTRACT and subsequently drove on the roads and highways of Illinois in the scope and course of his constructive employment for EMI.

80. Plaintiff Rodriguez was conferred exclusive possession and use of the CMV equipment conferred by EMI by operation of the Lease Agreement and leased it back to EMI as the

motor carrier by operation of the IC Agreement during his participation in the EMI LEASE CONTRACT.

81. From on or about June 25, 2024, through on or about August 2024, Plaintiff Rodriguez participated in the EMI "Lease-to-Own" business opportunity, had exclusive possession and use of the CMV equipment under the terms of the equipment lease and exclusively drove the CMV equipment under the supervision, control and USDOT motor carrier authority of EMI.

II. Company Driver Plaintiffs

Plaintiff Kwaku Owirodu

82. Plaintiff Owirodu is a natural person and at all times material to this Amended Complaint has been a resident of Texas. Plaintiff Owirodu possesses a Commercial Driver's License.

83. On or about September 2023, Plaintiff Owirodu travelled to the EMI Illinois facility and began working for Defendant EMI as an OTR "Company Driver", driving routes as exclusively assigned by EMI, under the control, supervision and USDOT motor carrier authority of EMI.

84. In September 2023, Plaintiff Owirodu was assigned EMI's CMV equipment at EMI's Illinois facility, and attended new driver orientation and training in Illinois. Following this, Plaintiff Owirodu began driving for EMI on the roads and highways of Illinois in the scope and course of his constructive employment for EMI as a Company Driver.

85. Plaintiff Owirodu does not have in his possession a copy of his agreement with EMI and it is otherwise not reasonably available to him. Owirodu Cert. Statement.

86. From September 2023 through on or about February 22, 2024, Plaintiff Owirodu was paid 65 cents per mile driven for EMI plus additional assignments as negotiated.

Plaintiff Scott Fisher

87. Plaintiff Fisher is a natural person and at all times material to this Amended Complaint has been a resident of New York. Plaintiff Fisher possesses a Commercial Driver's License.

88. On or about September 26 2022, Plaintiff Fisher travelled to the EMI Illinois facility and began working for Defendant EMI as an OTR "Company Driver", driving routes as exclusively assigned by EMI, under the control, supervision and USDOT motor carrier authority of EMI.

89. On or about September 26 2022, Plaintiff Fisher was assigned EMI's CMV equipment at EMI's Illinois facility, and attended new driver orientation and training in Illinois. Following this, Plaintiff Fisher began driving for EMI on the roads and highways of Illinois in the scope and course of his constructive employment for EMI as a Company Driver.

90. Plaintiff Fisher does not have in his possession a copy of his agreement with EMI and it is otherwise not reasonably available to him. Fisher Cert. Statement.

91. For approximately two weeks following on or about September 26, 2022, Plaintiff Fisher was paid 70 cents per mile driven for EMI plus additional assignments as negotiated.

III. <u>Defendants</u>

Defendant Extra Mile International, Inc. ("EMI")

92. On or about August 3, 2023, EMI incorporated domestically in Illinois, and on August 16, 2023, EMI converted from a Texas corporation to an Illinois Corporation, identifying a principal business address of 255 E 167th St., Suite 1, Harvey, cook County, Illinois 60426.

93. EMI is an interstate motor carrier engaged in the transport of freight as subject to USDOT motor carrier authority #MC-117146. EMI operates an over-the-road trucking ("OTR") business that is headquartered in Illinois and operates throughout Illinois, including in Cook County.

94. At all times material to this Amended Complaint, EMI has certified to the USDOT that it operates at a physical address of 255 E 167th Street, Suite 1, Harvey, IL 60426.

95. At all times material to this Amended Complaint EMI operated a trucking facility in Harvey, Illinois, located at 255 E 167th St., Suite 1, Harvey, Cook County, Illinois 60426, ("Harvey Facility") and presently or previously operated facilities at 2200 W 159th St, Markham, IL 60428, at 2234 Landmeier Rd, Elk Grove Village, IL 60007, 7509 Menchaca Rd. Ste-106, Austin, TX 78745 and at 5 Trg Republike, Beograde, in the Nation of Serbia.

96. Defendant **Boris Stojanovic is the CEO**, President, an Owner, and **Co-founder of EMI**.

97. Defendant Marija a/k/a **Maya Stojanovic** is the **wife of Boris Stojanovic** and Treasurer, and Owner, and **Co-founder of EMI**.

98. Upon information and belief, At all times material to this Amended Complaint Defendant Marija a/k/a Maya Stojanovic maintained an alias of "Mary Stanic" in "accounting" to communicate with drivers about their pay.

99. Defendant Nikola a/k/a **Nicholas Mihailovic** is the **Vice President, an Owner, and Co-founder** of **EMI**.

100. Since approximately October 2019, **EMI** has retained the services of Defendant **Katarina Cikalova** and conveyed to her the title of **EMI Safety Director**.

101. Since on or about August 3, 2023, EMI has disclosed in certified filings with the Illinois Secretary of State that Defendant **Boris Stojanovic was and is the Corporate President, and a Corporate Director** of EMI, and that he maintained a business address of 255 E 167TH ST STE 1 HARVEY IL 60426.

102. Since on or about August 3, 2023, EMI has disclosed in certified filings with the Illinois Secretary of State that Defendant Marija a/k/a **Maya Stojanovic** was and is a **Corporate**

Director of EMI, and that she maintained a business address of 255 E 167TH ST STE 1 HARVEY IL 60426.

103. Since on or about August 3, 2023, **EMI** has disclosed in certified filings with the Illinois Secretary of State that Nikola a/k/a **Nicholas Mihailovic** was and is the **Corporate Secretary**, and a Corporate **Director of EMI**, and that he maintained a business address of 255 E 167TH ST STE 1 HARVEY IL 60426.

104. On or about July 31, 2024, EMI disclosed in a filing certified by Defendant Boris Stojanovic to the Illinois Secretary of State that EMI had issued 1,000 common shares, with a par value of "0.000000".

105. On or about July 31, 2024, EMI disclosed in a filing certified by Defendant Boris Stojanovic to the Illinois Secretary of State that the amount of paid-in-capital was only $10.00 as of May 31, 2024.

Defendant EMI Management, Inc. ("EMI Management, Inc.")

106. On or about August 3, 2023, **EMI Management, Inc.**, incorporated domestically in Illinois, and on August 16, 2023, EMI Management, Inc. converted from a Texas corporation to an Illinois Corporation, identifying a principal business address of 255 E 167th St., Suite 1, Harvey, Cook County, Illinois 60426.

107. Since on or about August 3, 2023, **EMI Management, Inc.**, has disclosed in certified filings with the Illinois Secretary of State that Defendant **Boris Stojanovic was and is the Corporate President, and a Corporate Director** of **EMI Management, Inc.**, and that he maintained a business address of 255 E 167TH ST STE 1 HARVEY IL 60426.

108. Since on or about August 3, 2023, **EMI Management, Inc.,** has disclosed in certified filings with the Illinois Secretary of State that Defendant Marija a/k/a **Maya Stojanovic** was

and is a **Corporate Director** of EMI Management, Inc., and that she maintained a business address of 255 E 167TH ST STE 1 HARVEY IL 60426.

109. Since on or about August 3, 2023, **EMI Management Inc.,** has disclosed in certified filings with the Illinois Secretary of State that Nikola a/k/a **Nicholas Mihailovic** was and is the **Corporate Secretary**, and a **Corporate Director of EMI**, and that he maintained a business address of 255 E 167TH ST STE 1 HARVEY IL 60426.

110. At all times material to this Amended Complaint, **EMI MANAGEMENT, INC., owned EQUIP LEASE, LLC**, an Illinois LLC, with a principal business office of 255 E 167TH ST STE 1 HARVEY IL 60426.

111. **EQUIP LEASE, LLC**, was and is an entity that **leases commercial motor vehicle equipment to EMI** for use by EMI drivers, including Plaintiff Smith.

112. Since on or about August 3, 2023, and consistently in subsequent certified filings with the Illinois Secretary of State, EMI MANAGEMENT, INC., has disclosed in filings certified by Defendant Boris Stojanovic with the Illinois Secretary of State that it had issued 1000 common shares, with a par value of "0.000000".

113. Since on or about August 3, 2023, and consistently in subsequent certified filings with the Illinois Secretary of State, EMI MANAGEMENT, INC., has disclosed in filings certified by Defendant Boris Stojanovic with the Illinois Secretary of State that the amount of paid-in-capital was only $10.

114. Since on or about August 3, 2023, and consistently in subsequent certified filings with the Illinois Secretary of State, **EQUIP LEASE, LLC,** has disclosed in filings certified by Defendant Boris Stojanovic with the Illinois Secretary of State that **its only LLC manager was EMI**

MANAGEMENT, INC., and that it maintained a principal business address of business at 255 E 167TH ST STE 1 HARVEY IL 60426.

Defendant Boris Stojanovic

115. Upon information and belief, Defendant Boris Stojanovic is a resident of the State of Illinois.

116. Defendant Boris Stojanovic is the husband to Defendant Maya Stojanovic.

117. At all times material to this Amended Complaint, Defendant Boris Stojanovic shared in the ownership, management, control and direction over EMI and EMI Management, Inc.

Defendant Marija a/k/a Maya Stojanovic ("Maya Stojanovic")

118. Upon information and belief, Defendant Maya Stojanovic is a resident of the State of Illinois.

119. Defendant Maya Stojanovic is the wife to Defendant Boris Stojanovic.

120. At all times material to this Amended Complaint, Defendant Maya Stojanovic shared in the ownership, management, control and direction over EMI and EMI Management, Inc.

Defendant Nikola a/k/a Nicholas Milhailovic ("Nicholas Mihailovic")

121. At all times material to this Amended Complaint, Defendant Nicholas Milhailovic is and was a resident of the State of Illinois.

122. At all times material to this Amended Complaint, Defendant Nicholas Milhailovic shared in the ownership, management, control and direction over EMI and EMI Management, Inc.

123. At all times material to this Amended Complaint, Defendant **Nicholas Milhailovic, owned**, managed and directed **MARNIK LOGISTICS, INC.**, an Illinois corporation, with a principal business address of 1643 CHURCH ST. EVANSTON, IL 60201.

124. **MARNIK LOGISTICS, INC.**, was and is an entity that **leases commercial motor vehicle equipment to EMI** for use by EMI drivers, including Plaintiff Owirodu.

125. Since on or about January 29, 2022, and consistently in subsequent certified filings with the Illinois Secretary of State, **MARNIK LOGISTICS, INC.** has disclosed in filings certified by Defendant Nicholas Milhailovic with the Illinois Secretary of State that **Nicholas Mihailovic** was and is its **Registered Agent, Corporate President and Corporate Director**, and that he maintained a business address of 1643 CHURCH ST. EVANSTON, IL 60201.

126. Since on or about January 29, 2022, and consistently in subsequent certified filings with the Illinois Secretary of State, MARNIK LOGISTICS, INC. has disclosed in filings certified by Defendant Nikola a/k/a Nicholas Milhailovic with the Illinois Secretary of State that it had issued 100 common shares, with a par value of "0.000000".

127. Since on or about January 29, 2022, and consistently in subsequent certified filings with the Illinois Secretary of State, MARNIK LOGISTICS, INC. has disclosed in filings certified by Defendant Nikola a/k/a Nicholas Milhailovic with the Illinois Secretary of State that the amount of paid-in-capital was only $100.00.

128. At all times material to this Amended Complaint, Defendant **Nicholas Milhailovic**, was and is an owner, manager and director of **REVIVE TRUCK CENTER, LLC**, an Illinois LLC.

129. At all times material to this Amended Complaint, **REVIVE TRUCK CENTER, LLC** was and is an entity that was and is the EMI preferred repair center for commercial truck equipment leased to EMI for use by its drivers.

130. Since on or about August 2, 2023, and consistently in subsequent certified filings with the Illinois Secretary of State, REVIVE TRUCK CENTER, LLC disclosed in filings certified by

Defendant Nicholas Milhailovic to the Illinois Secretary of State a principal business address of 255 E 167TH ST., STE 2, HARVEY, IL 60426.

131. Since on or about August 2, 2023, and consistently in subsequent certified filings with the Illinois Secretary of State, REVIVE TRUCK CENTER, LLC disclosed in filings certified by Defendant Nicholas Milhailovic to the Illinois Secretary of State Defendant Nicholas Milhailovic as an LLC Manager and that he maintained a business address for him of 255 E 167TH ST., STE 2, HARVEY, IL 60426.

Defendant Katerina Cikalova

132. At all times material to this Amended Complaint, Defendant Katerina Cikalova was a citizen of Illinois.

133. As **EMI's Safety Director**, Defendant **Katerina Cikalova, was involved in** the design, implementation, enforcement and communication of the rules and policies, including **coordinating the falsification of ELD records with Defendant Phoenix ELD LLC**, controlling the work performance and driver pay on the Plaintiffs and members of the putative classes as imposed by the EMI Defendants.

134. At all times material to this Amended Complaint, Defendant Katerina Cikalova, also represented on her LinkedIn profile that she held the title of Safety Director at EMI concurrently with the title of Safety Director at **KCC Consulting, Inc.,** from October 2018 – present at VSM Motor Express World Wide, LLC, a USDOT authorized motor carrier and at Desert Fox, a motor carrier with authority involuntarily revoked by USDOT (from Oct 2019 - Sep 2022).

135. Upon information and belief, Defendant **Katerina Cikalova** provided her Safety Director services pursuant to a contract by and between EMI and/or EMI Management, Inc., and **KCC Consulting, Inc.**

Defendant KCC Consulting, Inc. ("KCC Consulting")

136. At all times material to this Amended Complaint, **KCC Consulting** was an is an Illinois corporation, with a principal place of business at 2262 Landmeier Road, Suite A, Elk Grove Village, IL 60007-2644.

137. At all times material to this Amended Complaint, Defendant **Katerina Cikalova,** was the **Owner, Registered Agent, Corporate President, Corporate Secretary and Corporate Director** of **KCC Consulting.**

138. At all times material to this Amended Complaint, **KCC Consulting** provided 'safety' consulting services to various USDOT motor carriers, including to **EMI** through Defendant **Katerina Cikalova.**

Defendant Phoenix ELD LLC ("Phoenix ELD")

139. At all times material to this Amended Complaint, Phoenix ELD, was and is a Wyoming LLC, organized by an individual Bob Lambert, who is an individual associated with organizing 2,380 other entities in the State of Wyoming.

140. At all times material to this Amended Complaint, PHOENIX ELD, certified with the USDOT and Federal Motor Safety Carrier Administration ("FMCSA") an address for service of process by FMCSA of P.O. Box 1072 Streamwood, IL 60107, and a contact number with an Illinois area code of (224)347-9637.

141. PHOENIX ELD, is the electronic log device (ELD) service provider, used by motor carriers, including EMI, and drivers, including Plaintiffs in the course of their EMI employment, to record the USDOT hours of service.

142. Upon information and belief, the principal business address of PHOENIX ELD is 10 North Martingale Road, Schaumburg, IL 60173, yet PHOENIX ELD has failed to ever designate an Illinois registered agent with the Illinois Secretary of State.

143. The majority of PHOENIX ELD's customers are Illinois based motor carriers such as EMI and PHOENIX ELD performs a substantial portion of its business in the State of Illinois.

JURISDICTION AND VENUE

144. This Court has personal jurisdiction over Defendants pursuant to 735 ILCS 5/2-209, in accordance with the Illinois Constitution and the Constitution of the United States, because Defendants are doing business within Illinois, and because Plaintiffs' claims arise out of Defendants' unlawful in-state actions.

145. Venue is proper in Cook County pursuant to 735 ILCS 5/2-101, because Defendants are doing business in Cook County and thus reside there under § 2-102.

146. Upon information and belief, each of the Lease Driver Plaintiff's Lease Agreements contain a provision conferring exclusive jurisdiction for claims arising from each respective agreement to Cook County or DuPage County, and have a choice-of-law provision of Illinois law. Exhibit A, page 9 ("Exclusive Jurisdiction for Suit" and "State Law").

ALLEGATIONS COMMON TO THE LEASE DRIVER PLAINTIFFS AND PUTATIVE LEASE DRIVER CLASS AND LEASE DRIVER PLAWA SUBCLASS

I. EMI's "Lease-to-Own" Program was a Fraudulent and Misleading Business Opportunity

147. For years, the EMI Defendants' have relentlessly advertised the EMI "Lease-to-Own" Program as a business opportunity to "be your own boss" through online classified platforms, such as Craigslist, on EMI's own website (https://extramiletx.com/, accessed February 23, 2025) and on EMI's social media platforms, including:

a. **Facebook** ("Extra Mile International Inc" https://www.facebook.com/extramiletx, accessed February 23, 2025);

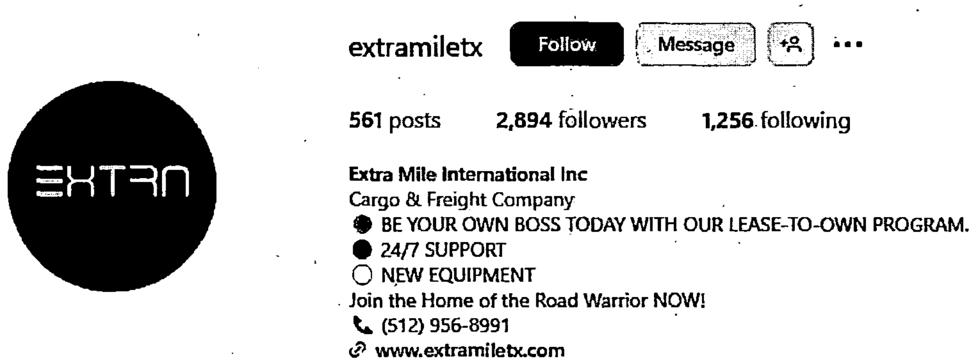
b. **Instagram** ("@extramiletx" https://www.instagram.com/extramiletx, accessed February 23, 2025);

c. **YouTube** ("@extramileinternationalinct5126" https://www.youtube.com/@extramileinternationalinct5126, accessed February 23, 2025; and

d. **Tiktok** ("@extramiletx" https://www.tiktok.com/@extramiletx, accessed February 23, 2025;

148. As of February 23, 2025, EMI had 290 **active** EMI "Lease-to-Own" program advertisements in the Craiglist "jobs" classified section within 1000 miles of zip code 67208 (Witchita, KS)[2], a number which upon information and belief is consistent with general scale of the advertisement campaign on local Craigslist "jobs" classified sections since at least 2022.

149. Figures 1-3 below are representative samples of the EMI Defendants' messaging about the EMI "Lease-to-Own" program's business opportunity to "be your own boss" of the type widely disseminated across online general media platforms, seen and relied on by Lease Driver Plaintiffs:



[2]Accessed, February 23, 2025, https://wichita.craigslist.org/search/jjj?postal=67208&query=%22extra%20mile%20international%22&search_distance=1000&sort=date#search=2~thumb~0

Figure 1. "BE YOUR OWN BOSS TODAY WITH OUT EMI "Lease-to-Own" PROGRAM", https://www.instagram.com/extramiletx/?hl=en, accessed February 23, 2025.

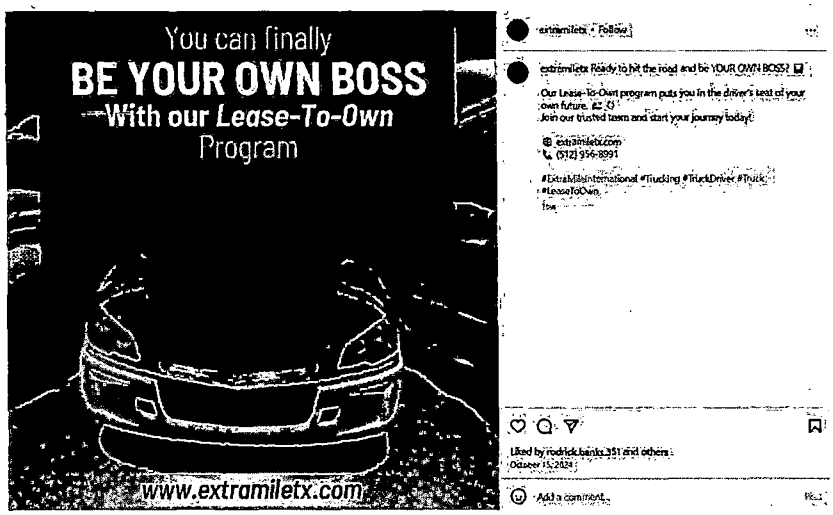


Figure 2. Posted October 14, 2024, on "ExtramileTX" Accessed on February 23, 2025, at https://www.instagram.com/p/DBJemy4sL7C/?hl=en

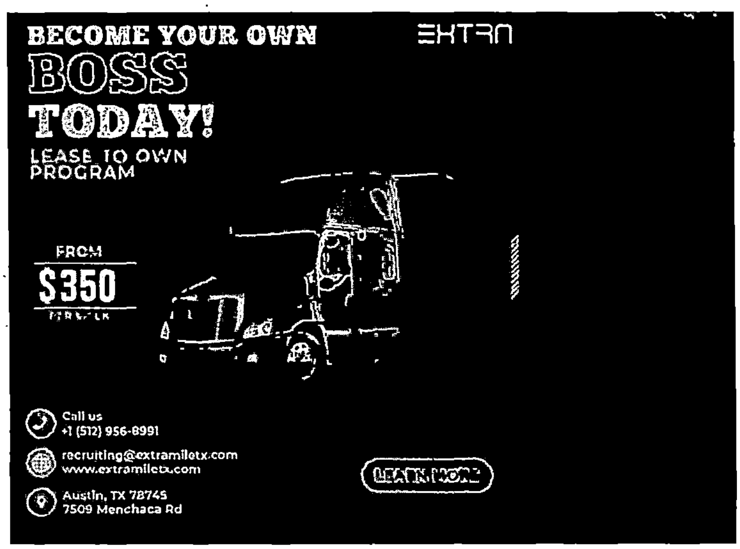


Figure 3. Originally Posted February 10, 2023, https://www.facebook.com/share/p/1Dp1d74x7J/, accessed February 23, 2025

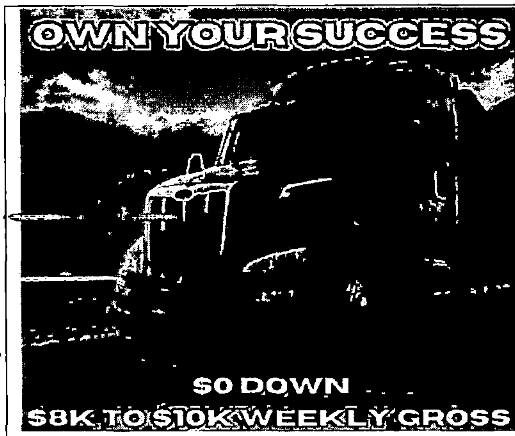


Figure 4. Accessed on February 5, 2025, Amarillo.craigslist.org PostID 7827263017.

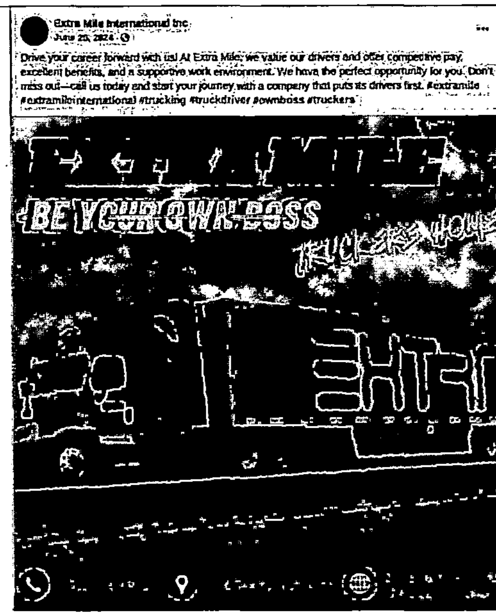


Figure 5. Posted on June 26, 2024, Accessed on February 23, 2025, https://www.facebook.com/share/p/1BGjTmkM2L/

150. These advertisements directed drivers to visit the EMI website for more information and to reach out to recruiters, including in many instances directly to Defendant Nicholas Mihailovic with an email and phone number for Defendant Nicholas Mihailovic included on the EMI website.

151. Since at least November 28, 2023, the EMI homepage had described the EMI "Lease-to-Own" program as an opportunity "**to have a great starting point in an independent business**"; to "**quickly establish your own company system**"; and as a "**business model, in cooperation with us**". November 28, 2023, WayBack Machine archive of https://extramiletx.com/, accessed February 23, 2025, https://web.archive.org/web/20230206131037/https://extramiletx.com/.

152. From at least September 26, 2022, through present, the EMI Defendants' prominently advertised the EMI "Lease-to-Own" Program as a business opportunity to "**Build Passive Income**" on the EMI "Lease-to-Own" Program page on the EMI website.

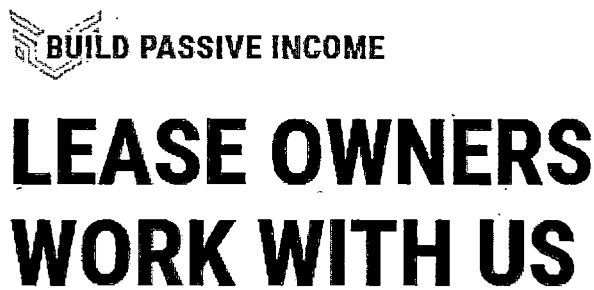


Figure 6. February 6, 2023, WayBack Machine archive of https://extramiletx.com/lease-owners/, accessed February 23, 2025, https://web.archive.org/web/20230206125115/https://extramiletx.com/lease-owners/.

153. Defendant Nicholas Milhailovic, in a testimonial-style interview video on the EMI YouTube further reinforced the EMI "Lease-to-Own" Program as a start to building passive income in an independent trucking business, outlining the transition from company driver to owner operators "Most owner operators in our team originally started with us as Company Driver Plaintiffs":

Figure 7, Originally posted March 24, 2021,. https://www.youtube.com/watch?v=LzO_47zC3kU&t=23s, accessed February 23, 2025.

154. Since at least February 6, 2023, the EMI EMI "Lease-to-Own"" program page on the EMI website has included the identical advertisement emphasized the business opportunity of "being your own boss":

Figure 8. February 6, 2023, WayBack Machine archive of https://extramiletx.com/lease-owners/, accessed February 23, 2025, https://web.archive.org/web/20230206125115/https://extramiletx.com/lease-owners/.

a. **EMI's False and Misleading Industry Comparison Representations Gross Earnings Claims About the EMI "Lease-to-Own" business opportunity Widely Disseminated Across Online General Media Platforms**

155. For years, EMI's online general media campaign has repeatedly represented its drivers, including Lease Driver Plaintiffs are the "best" paid or have the best deals in the industry when compared to other motor carrier competitors. A representative sample of this message can be found below:

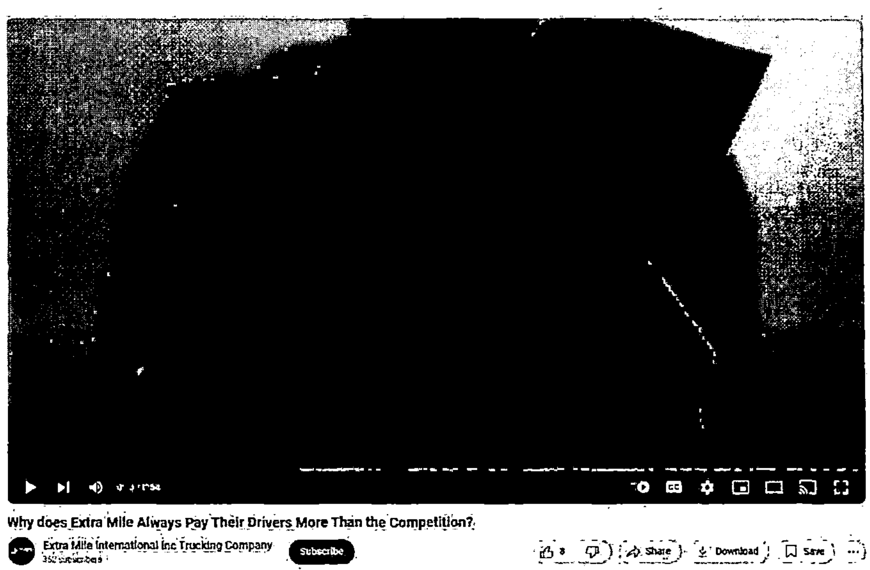


Figure 9, "Why does Extra Mile Always Pay Their Drivers More than the Competition", Originally posted June 2, 2022, https://www.youtube.com/watch?v=i_lS8Vjw_6Q accessed February 23, 2025;

Figure 10, Undated Facebook Reel, https://www.facebook.com/reel/3981671198734173, accessed February 23, 2025.

Figure 11. Originally posted January 21, 2023, https://www.facebook.com/share/p/16KDy2EbUE/, accessed February 23, 2025.

b. EMI's Advertising of Terms to "Owner-Operators" Intended to be Understood as Applicable to "Lease-to-Own" Business Opportunity

156. In the established use and custom of the phrase "owner-operator" in the OTR industry and under applicable legal regulations of the OTR industry such as the TILA regulation, **49 CFR § 376.12,** ***et seq*.**,[3] drivers operating leased commercial motor vehicles from a motor carrier

[3] "The regulations define an owner as a person "who, without title, has the right to exclusive use of equipment." 49 C.F.R. § 376.2(d)(2). Plaintiff's unrebutted testimony at trial establishes that during the period that the tractor was in his possession, he used it to the exclusion of all others. Although Plaintiff did not have title to the tractor, he was an owner of the tractor under the [TILA] regulations." *Bonkowski v. Z Transp., Inc.*, No. 00 C 5396, 2004 U.S. Dist. LEXIS 3534, at *6-7 (N.D. Ill. Mar. 4, 2004)

under the motor carrier's authority, like the Lease Driver Plaintiffs under EMI, are referred to as "owner-operators".

157. While the EMI website had separate pages and sections for "owner-operators" and the "lease-purchase" program, the representations on the owner-operator page were intended by the EMI Defendants and were understood by the Lease Driver Plaintiffs, as being equally applicable to Lease Driver Plaintiffs as true owner-operators who approached EMI who held title with their own commercial motor vehicle equipment. Actual "owner-operators" however are typically far better off financially than drivers applying to predatory EMI "Lease-to-Own" programs[4] and the number of actual owner-operators was nominal compared to Lease Driver Plaintiffs for EMI.

158. The EMI advertisements and its own standardized IC Agreement provided to Lease Driver Plaintiffs, used the phrase owner-operator as synonymous with lease-operator. (Exhibit B, page 1).

159. Consistent with compensation terms for "owner-operators" working under commercial motor vehicle equipment lease programs offered by motor carriers in the OTR industry, EMI's "Lease-to-Own" Program compensated Lease Driver Plaintiffs as a percentage of "gross" price for each freight hauling contract secured by the motor carrier's dispatchers that would be transported by the Lease Driver.

160. Since at least November 28, 2022, the EMI "owner-operator" page on its website has prominently advertised compensation to "owner-operators" of an 88% payment on this "gross", as well as other discounts offered, an advertisement that remains posted on this page as of February 23,

[4] "Accordingly, the federal government must act in order to protect drivers. The Task Force agrees unanimously that the costs and harms of lease-purchase programs are so great that these programs should not be permitted." Truck Leasing Task Force, Findings on Common Leasing Arrangements Available to Drivers of Commercial Motor Vehicles Including Lease-Purchase Agreements, Report to Congress and U.S. Secretaries of Transportation and Labor (Jan. 16, 2025), (issued pursuant to Section 23009(d) of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58) available at https://www.fmcsa.dot.gov/mission/advisory-committees/tltf/tltf-final-report (last accessed Feb. 13, 2025).

2025, while any quoted percentage of gross pay was entirely absent from the "lease-purchase" page of the EMI website:

OWNER OPERATORS

Let us put you on the path to financial freedom that comes along with being your own boss.

- **WE PAY 88% OF GROSS**
- **FREE TRAILER RENT (12 WEEKS)**
- **FREE CARGO INSURANCE (12 WEEKS)**

Figure 12. https://extramiletx.com/owner-operators/, accessed February 23, 2025.

c. EMI's False and Misleading Gross Earnings Claims About the EMI "Lease-to-Own" business opportunity Widely Disseminated Across Online General Media Platforms

161. The EMI's webpage for the EMI "Lease-to-Own" business opportunity has always omitted the percentage rate on "gross" that would be used to calculate the pay for Lease Driver Plaintiffs. Instead, on the EMI "Lease-to-Own" business opportunity page, EMI drew the attention of Lease Driver Plaintiffs to the weekly "gross" numbers and "offering" "**BIG PROFITS**" on those "weekly gross" numbers.

162. From at least November 28, 2022, through at least April 18, 2024, EMI's homepage represented the EMI "Lease-to-Own" program was "offering" "**BIG PROFITS**" on weekly gross earnings of "$7,000 - $15,000":

We're offering:

- 2016-2022 TRUCKS AVAILABLE FOR RENT OR LEASE PURCHASE
- $0.00 DOWN
- $0.00 UPFRONT COST
- BIG PROFITS
- LOW PAYMENT
- WEEKLY GROSS $7,000 – $15,000

Figure 13. November 28, 2022, WayBack Machine archive of https://extramiletx.com/, accessed February 23, 2025, https://web.archive.org/web/20221128185304/https://extramiletx.com/

163. A September 9, 2024, archived version of EMI's homepage reflects that the weekly gross offered by EMI's "Lease-to-Own" program was revised to "$7,000 - $12,000", in an identical representation that remains posted on EMI's homepage as of February 23, 2025.

We're offering:

- ✔ 2020-2025 TRUCKS AVAILABLE FOR RENT OR LEASE PURCHASE
- ✔ $0.00 DOWN
- ✔ $0.00 UPFRONT COST
- ✔ BIG PROFITS
- ✔ LOW PAYMENT
- ✔ WEEKLY GROSS $7,000 - $12,000

Figure 14. September 9, 2024, WayBack Machine archive of https://web.archive.org/web/20240909115053/https://extramiletx.com/lease-owners/, accessed February 23, 2025, and https://extramiletx.com/, accessed February 23, 2025.

164. Figures 15-16 below are samples of captions with false and misleading representations by the EMI Defendants of "gross" weekly earnings for Lease Driver Plaintiffs in the EMI "Lease-to-Own" business opportunity across online general media platforms (Figure 6, **"$10,000+ WEEKLY GROSS AVERAGE"**:

Extra Mile International Inc
March 6, 2023 ·

Are you ready to take the next step in your career?
Be your own boss with our lease purchase program.

- NO FORCED DISPATCH
- YOU CALL THE SHOTS
- FLEXIBLE WORK/HOMETIME SCHEDULE
- ELD1 SYSTEM
- EZ PASS
- 24/7 SUPPORT
- SAFETY AND LOYALTY BONUSES
- DETENTION AND REFERRAL PAID
- 88% OF GROSS PAY
- $10,000+ WEEKLY GROSS AVERAGE
- DRY VAN EASY FREIGHT
- FREE MENTORSHIP PROGRAM

Call or text us +1 (512) 956-8991 - Ext. 4 recruiting
Or just hit us in DM for more info.

Figure 15. Posted March 6, 2023, accessed February 23, 2025, at https://www.facebook.com/share/p/1BfMnuw9n9/.

You could earn $8000 to $10,000 weekly gross earnings as an Extra Mile International Inc. driver.

Don't miss this incredible opportunity!

Own Your Success With Our Lease Purchase Program:

💎 **No Forced Dispatch**

💎 **NO Credit Check**

💎 **Dedicated Lanes**

💎 **Flexible Home/Work Schedule**

💎 **EZ Pass**

💎 **24/7 Support**

Give us a call ASAP!

737-205-3264

Figure 16. "You could earn $8000 to $10,000 weekly gross earnings as an Extra Mile International Inc. driver." Accessed on February 5, 2025, Amarillo.craigslist.org PostID 7827263017.

d. Initial Payments Necessary to Participate in the EMI "Lease-to-Own" Business Opportunity Contrary to EMI Defendants' Representations of "$0.00 UPFRONT COST"

165. The EMI Defendants' online general media advertisement campaign for the EMI "Lease-to-Own" business opportunity frequently represented no upfront investment for participants such as the Lease Driver Plaintiffs::

- "No Money Down" or "0% Down" to participate in the EMI "Lease-to-Own" business opportunity;

- "$0.00 DOWN" and "$0.00 UPFRONT COST" to participate in the EMI "Lease-to-Own" business opportunity; https://web.archive.org/web/20250124065434/https://extramiletx.com/

- "<u>Not only do we eliminate the need for a hefty down payment on equipment, but we also help you to get past the credit constraints of ownership.</u>" [emphasis added]; "We will allow you to eliminate the need for a substantial advance on equipment, and help you overcome credit constraints on ownership."

Figure 17, Originally posted September 4, 2024,
https://www.instagram.com/p/C_fnqEUMuOU/?hl=en, accessed February 23, 2025.

166. Pursuant to the terms of the Lease Agreement presented to the Lease Driver Plaintiffs, the $2,000 "security deposit" was considered non-refundable if the lease program was ended for any reason before the end of the lease term. Exhibit A, "Walkaway Lease" page 3 "At time of early termination of the lease security deposit will not be refundable."; *Id.,* "Surrender" page 6.

167. As a necessary condition for each Lease Driver Plaintiff to start the EMI "Lease-to-Own" business opportunity, each Lease Driver Plaintiff was required to make the following payments and/or investments and/or incur the following financial obligations to EMI:

a. Pay their own transportation and lodging to EMI's Illinois facilities;

b. Pay for their own USDOT drug test;

c. Assume a financial obligation to EMI for hundreds of dollars of fuel-in-the-tank expenses at time of possession of the leased CMV equipment from EMI;

d. Assume a financial obligation for a $2,000.00 *de facto* down-payment, characterized as a refundable "escrow" in the IC Agreement (Exhibit B, III. Schedule of Compensation, Sec. 3) and referred to as "deposit" or "security deposit" which was "forfeited as soon as the Lessee decides to end the lease agreement or Lessee gets terminated by Lessor." Exhibit A, "Walkaway Lease" page 3 "At time of early termination of the lease security deposit will not be refundable."; *Id.,* "Surrender" page 6;

e. Assume the financial obligation for payments due under the "Lease Agreement" during a two-week notice period payment obligation to EMI, styled as a lease termination notice period provision in the lease agreements (Exhibit A, "Walkaway Lease" page 3, referred to as "notice provision"). By operation of the "Lease Agreement" "notice period" provision, upon the Lease Driver Plaintiffs' entry into the EMI "Lease-to-Own" business opportunity, they assumed a minimum payment obligation to EMI for thousands of dollars, including two weeks of:

   i. Truck lease payments of $650.00-950.00 per week ($1,300.00 - $1,900.00 "notice period"),
   ii. Trailer lease payments of over $225-$295 per week ($450 - $590 for "notice period"),
   iii. Cargo Insurance payment of $300 - $350 per week ($600 - $700 for "notice period");
   iv. Trailer insurance payments of $45 per week ($90 for "notice period");
   v. ELD payment of $75.00 per week ($150.00 for "notice period");
   vi. Occupational Accident Coverage payment of $150.00;

168. The EMI Defendants consider this "notice period" payment to be legal debt obligation incurred by Lease Driver Plaintiffs upon commencing the EMI "Lease-to-Own" business opportunity and entering the EMI LEASE CONTRACT.

169. The EMI Defendants would accelerate at their discretion onto the "notice period" payment for other monthly and annual charges such as for vehicle registration, IFTA tax, etc. including (i) charges for "security deposit" or "escrow" down-payment; (iii) payment of Quarterly IFTA (assessed as $150.00 charge in second week August 2, 2024, statement against Plaintiff Rodriguez's wages); (iv) payment of annual highway use and registration fees (assessed as $425.07 payment (1 of 4) for period April 19, 2024 – March 31, 2025 period, against first week August 9, 2025, statement of Plaintiff Pickens-Bell); (iv) charges for occupational accident insurance of $175.00 (assessed against Plaintiff Pearson's initial pay period statement); (v) or charges for bobtail insurance of $500.00.

170. Alternatively, EMI could additionally enforce this payment obligation with a claimed breach of a 30 day "notice period" provision for contract termination (unilaterally binding the Lease

Driver Plaintiffs) in the IC Agreement to retain any funds owed or owned by the Lease Driver Plaintiffs. Exhibit B, IC Agreement, III. Schedule of Compensation, Section 5.

171. On July 25, 2024, in the matter of *Ali v. Extra Mile International, Inc. and Boris Stojanovic*, 2024-L-002559, EMI and Defendant Boris Stojanovic filed a verified counter claim alleging breach of contract against Mr. Ali, a former lease driver in the EMI EMI "Lease-to-Own" business opportunity who had entered into the EMI LEASE CONTRACT.

172. Mr. Ali sued EMI and Defendant Boris Stojanovic for promissory fraud related to verified allegations of "rate-skimming" with verified copies of altered rate-confirmations uploaded to this Circuit Court's docket. EMI and Defendant Boris Stojanovic verified under penalty of perjury their assertion the two week "notice provision" in the Lease Agreement provided damages to EMI and Defendant Boris Stojanovic against Mr. Ali in the unspecified amounts of "payments for the lease agreements for at least two weeks" arising from Ali's purported breach of the "notice period" obligation, despite Mr. Ali erroneously only uploading the IC Agreement with the 30 day notice provision and which did not two week notice provision found in the Lease Agreement. This constituted a judicial admission of the reality that EMI LEASE CONTRACT constituted by the Lease Agreement and the IC Agreement.

173. Each and every one of the Lease Driver Plaintiffs had to pay for their own travel and lodging to Illinois when they started the EMI Defendants' "Lease-to-Own" business opportunity; initial drug tests; the "fuel-in-the-tank" expense upon taking possession of the EMI CMV equipment; and made "security deposit" down-payments to EMI which were never in fact refunded by EMI.

e. EMI's False and Misleading Representations of "Lease-to-Own" Program and Gross Earnings Directly to Lease Driver Plaintiffs

174. EMI's recruitment team, including recruitment agents named "Mia", "Shawn" and "Jessica", would follow up with leads directly, or initiate contact with Lease Driver leads from purchased or public contact information and make direct representations about weekly gross earnings

to induce Lease Driver Plaintiffs to enter into EMI's Lease-to-Purchase program. These false and misleading representations were communicated in writing and orally to Lease Driver Plaintiffs.

175. Figure 18 is an excerpt containing a false and misleading representation of gross earnings in the EMI "Lease-to-Own" Program directly sent to Plaintiff Hawes from an EMI recruiter named "Jessica" via SMS/MMS message.

EXTRA MILE LEASE PURCHASE BREAKDOWN

- Drivers are averaging gross $7 to $10k a week
- Dispatch is not forced - choose which areas you want to cover
- Choose loads that you would like to pull
- Flexible home time - choose desired home time
- We are pulling dry van trailer with live load
- Dedicated lanes available
- It's 1099 position with 88% to 12% split out of total gross

Figure 18.

f. EMI's Representations of Average "Gross" Earnings and Dispatch Services for Lease Driver Plaintiffs in the EMI "Lease-to-Own" business opportunity Were False, Misleading and Unsupported

176. EMI's representations that the EMI "Lease-to-Own" business opportunity offered $7,000 – $12,000 or $15,000 in gross earnings was false and unsupported by any reasonable or reliable calculation made by the EMI Defendants

177. While EMI has withheld statements and provided inaccurate statements to its Lease Driver Plaintiffs in the EMI "Lease-to-Own" program to conceal certain fraudulent driver pay practices, the pay statements retained by the Lease Driver Plaintiffs and other drivers compiled in **Table 1** below illustrate much lower ranges of average weekly "gross earnings" on pay statements compared to those represented as "average" by EMI in advertising the EMI "Lease-to-Own" business opportunity.

	Collier	Hawes	Middleton	Rodriguez	Pickens-Bell	Pearson
Average Weekly "Gross Earnings"	$2,610.00	$3,205.50	$3,106.67	$4,915.00	$4,678.00	$5,320.00
	$4,740.00	$2,538.80	$1,760.00	$2,880.00	$4,640.00	$5,320.00
	$480.00	$3,872.20	$3,040.00	$4,840.00	$4,716.00	
			$3,360.00	$3,940.00		
			$3,480.00	$8,000.00		
			$3,040.00			
			$3,960.00			

	Hacker	Richard Smith	Steven Stack	Oscar Reyes
Average Weekly "Gross Earnings"	$2,572.53	$3,919.18	$880.00	$2,000.00
	$1,160.00	$2,780.00		
	$2,797.60	$1,840.00	$880.00	
	$3,760.00	$5,040.00		$2,000.00
		$4,132.00		
		$3,855.80		
		$3,672.00		
		$6,880.00		
		$2,032.00		
		$4,160.00		
		$4,800.00		

Table 1.

178. EMI's use of "gross earnings" to advertise the EMI "Lease-to-Own" business opportunity was deceptive and misleading, as any accurate representation of average "net" income would have revealed the EMI "Lease-to-Own" business opportunity as merely a scheme to unlawfully exploit the Lease Driver Plaintiffs and enrich the EMI Defendants and co-conspirators.

179. "Gross Earnings" representations were used by the EMI Defendants to conceal the thousands of dollars of hidden fees imposed on Lease Driver Plaintiffs and the other wrongful and fraudulent pay practices of the EMI Defendants.

180. "Gross Earnings" representations were further used to conceal the bait-and-switch that EMI Defendants committed against the Lease Driver Plaintiffs. While advertising "reliable", "consistent", "professional" "top-notch" dispatch services with "dedicated routes available", EMI's dispatchers were anything but. The EMI dispatchers knowingly failed to perform for Lease Driver Plaintiffs, causing them to incur thousands of dollars in excessive costs fuel costs relative to the gross earnings provided by the freight loads assigned by EMI dispatchers.

181. For example, in these same pay periods for Lease Driver Plaintiffs depicted in **Table 2** actually reviewed weekly "net" pay in the following amounts and weekly averages:

	Collier	**Hawes**	**Middleton**	**Rodriguez**	**Pickens-Bell**	**Pearson**
Average Weekly "Net" Paid	$340.18	$0.00	$53.93	$1,540.69	$549.13	$1,826.65
	$612.39	$0.00	$100.77	$756.17	$1,098.25	$1,826.65
	$67.97	$0.00	$34.05	$1,557.46	$0.00	
			$31.92	$915.81		
			$27.95	$2,933.32		
			$4.45			
			$124.42			

	Hacker	**Richard Smith**	**Steven Stack**	**Oscar Reyes**
Average Weekly "Net" Paid	$55.47	$310.91	$245.36	$205.10
	$92.00	$502.59	$245.36	
	$43.39	$97.99		
	$30.97	$756.20		
		$255.27		$205.10
		$533.66		
		$132.45		
		$830.89		
		$0.00		
		$0.00		
		$0.00		

Table 2.

182. The EMI Defendants did not have a reasonable basis for the average weekly gross earnings representations for the EMI "Lease-to-Own" business opportunity disseminated in online general media platforms and communicated by EMI recruiting agents to Lease Driver Plaintiffs.

183. The EMI Defendants did not have substantiating documents, such as statistically valid analyses to substantiate the weekly gross earnings representations for the EMI "Lease-to-Own" business opportunity disseminated in online general media platforms and communicated to Lease Driver Plaintiffs.

184. The EMI Defendants never provided any disclosure to the Lease Driver Plaintiffs commencing the EMI "Lease-to-Own" business opportunity of (i) any recent legal actions involving fraud or misrepresentation against EMI or its corporate principals; (ii) applicable cancellation or refund policies; (iii) disclosure of contact information of other Lease Driver Plaintiffs who had bought into the EMI "Lease-to-Own" business opportunity; (iv) disclosure of description of and explanation of earnings representations made by the EMI Defendants; (v) disclosure of the agents offering the "business opportunity" and date confirmation in writing of disclosure was provided or (vi) disclosure of any earnings claim statement providing substantiating information for the gross weekly earnings claims.

185. The EMI Defendants' Online General Media advertisement campaign has featured dozens of photos of its dispatch department, including personal stories of dispatchers working in the United States and representations with photographs of the "NEW office space to empower our exceptional dispatchers" in Harvey, Illinois. In addition, the EMI Defendants' Online General Media advertisement campaign made the following specific representations about the quality of its dispatchers servicing Lease Driver Plaintiffs in the EMI "Lease-to-Own" Program:

"No Forced Dispatch"; "You Call the Shots";

"24/7 Dispatch Support";

"Flexible Work/Hometime Schedule";

"We employ owner-operators and help them grow their business on their own terms. We make sure they are always in demand, so all they have to do is drive and stay safe." [emphasis added];

"This kind of business model, in cooperation with us, reduces your administrative costs, provides access to brand-new vehicles at low rates, while we provide you with the necessary permits." [emphasis added]

"Extra Mile is a trucking company with a long experience in the trucking industry that will take care of all the paperwork, and book the best possible loads for you. Since you don't have to worry about finding freight, your only concern will be maintaining your equipment." [emphasis added].

186. The EMI Website included a testimonial section titled "What Drivers Say" section which included additional representations about EMI's dispatch department on a scrolling "carousel" at the bottom of the homepage. Whether these were testimonials were from actual "Lease-to-Own" business opportunity consumers, or whether the purported testimonials were provided in exchange for payment, was never disclosed and the EMI Defendants' did not disclose the identity or contact information of these testimonials or for any other "Lease-to-Own" program participants to the Lease Driver Plaintiffs to evaluate if the testimonials were at all representative of those generally offered (all available at https://extramiletx.com/, accessed on February 23, 2025):

"Todd": "There dispatchers are among the best I've ever worked with they truly care about my truck making money [...]"

"Brian": "No forced dispatch and quick dispatch on loads too."

"Courtney": Hi this is Courtney I am very happy working for this company. You get to make very good money. **I have not been lied to**. That tells allot about a company." [sic, emphasis added].

g. EMI's Phoenix ELD Manipulation: Falsifying Logs to Compensate for Misrepresented Dispatch Services

187. The EMI Defendants knowingly relied on unlawful Electronic Logging Device ("ELD") and Hours of Service ("HOS") practices, actively conspiring with PHOENIX ELD to

manipulate drivers' logs, precisely because the EMI Defendants recognized they could not legally provide the dispatch services necessary to generate anything close to the grossly inflated earnings advertised to Lease Driver Plaintiffs in the "Lease-to-Own" business opportunity. To conceal this scheme, the EMI Defendants required Lease Driver Plaintiffs to download and use the Telegram messaging application for communications regarding HOS violations, as evidenced in Figures 18 and 19 below, which depict screenshots from Telegram conversations between EMI dispatchers and/or EMI "safety" department agents and/or PHOENIX ELD agents discussing the falsification of HOS logs.

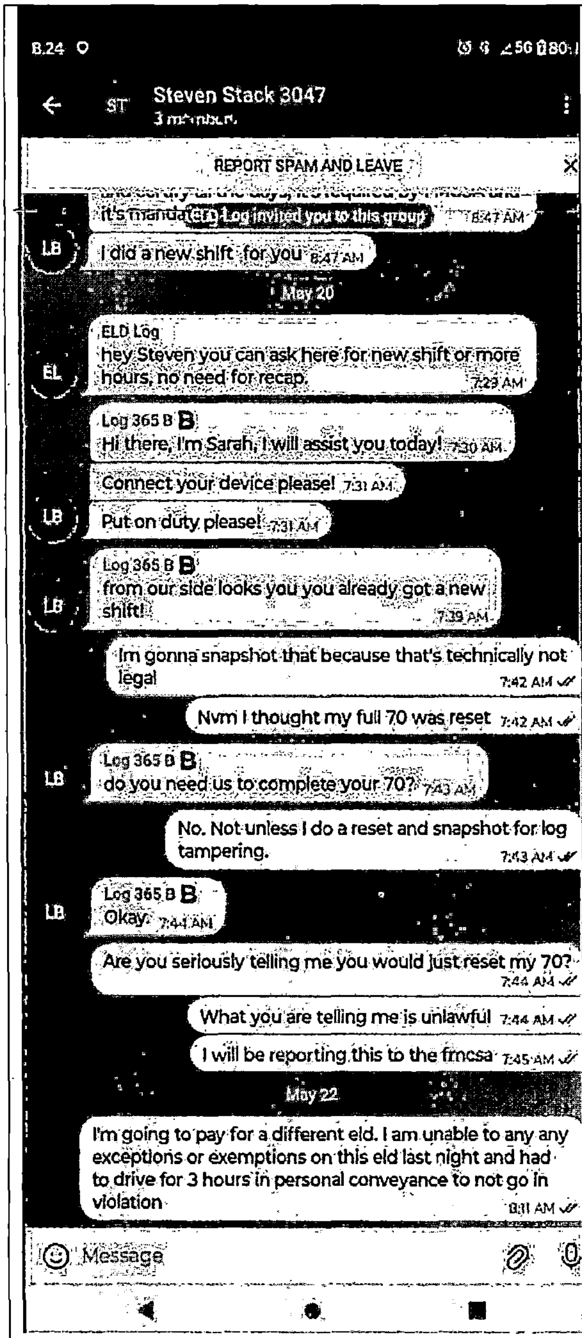


Figure 19, 2024 Telegram Messenger application screenshot between Steven Stack, former EMI "Lease-to-Own" Program Participant and EMI designated EMI ELD contacts.

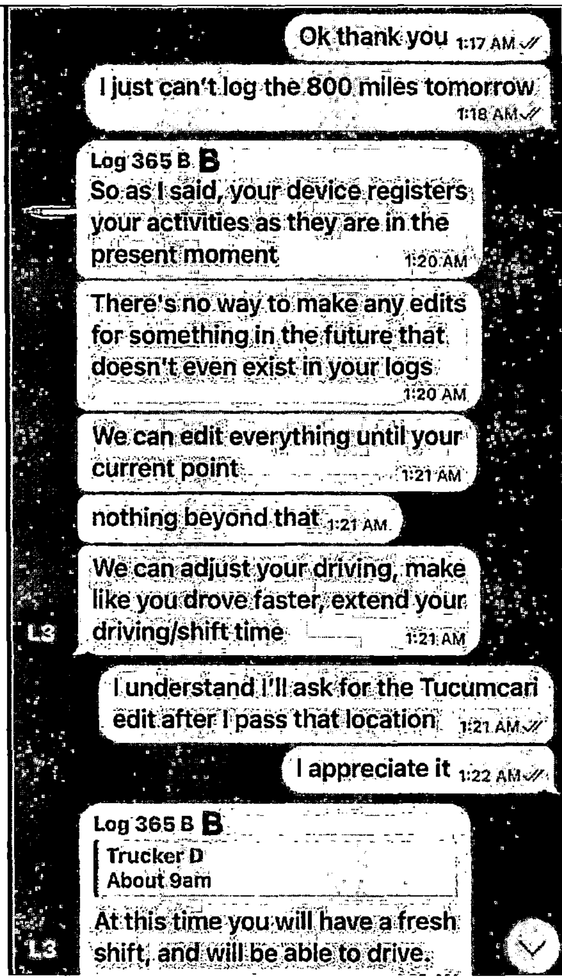


Figure 20, upon information and belief, 2024 Telegram Messenger application screenshot between anonymous former EMI "Lease-to-Own" Program Participant and EMI designated ELD department contacts, obtained from https://www.facebook.com/share/v/15s89iFzHn/ accessed March 16, 2025.

188. The PHOENIX ELD system utilized by the EMI Defendants systematically violated multiple critical provisions of the FMCSA Electronic Logging Device regulations codified in 49 CFR Part 395, Appendix A to Subpart B. Specifically, the EMI Conspiracy Defendants' scheme violated Section 4.3.2.8.2, which explicitly prohibits the editing or alteration of certain categories of ELD events. Under this regulation, "An ELD must not allow or require the editing or manual entry of records with the following event types... [including] intermediate logs, driver's login/logout activity, CMV's engine power up/shut down, or ELD malfunctions and data diagnostic events" (49 CFR Appendix A to Subpart B of Part 395, Section 4.3.2.8.2(a)). The EMI Defendants, through PHOENIX ELD, routinely made these prohibited edits to enable the dispatch of additional loads despite EMI's consistently poor coordination of drivers' schedules and available hours of service.

189. Furthermore, the EMI Conspiracy Defendants' scheme directly violated Section 4.3.2.8.2(b), which mandates that "An ELD must not allow automatically recorded driving time to be shortened or the ELD username associated with an ELD record to be edited or reassigned" except in narrowly defined circumstances involving unidentified driver records or team driver corrections. The EMI Defendants regularly engaged in unauthorized shortening of automatically recorded driving times through PHOENIX ELD to mask the consequences of their inefficient dispatch operations and to force drivers to accept additional loads beyond their legal hours of service limits.

190. The EMI Conspiracy Defendants also violated Section 4.4.4.2, which requires that "An ELD must retain the original records even when allowed edits and entries are made over a driver's ELD records" (49 CFR Appendix A to Subpart B of Part 395, Section 4.4.4.2(a)). This provision mandates that when any edit is made to a driver's record, the original record must be preserved with an "Event Record Status" changed to "inactive-changed" while the new record is created with an "active" status. The PHOENIX ELD system, at the direction of EMI Defendants, systematically deleted or overwrote original records rather than preserving them, eliminating the audit trail required

by FMCSA regulations and concealing evidence of EMI's dispatch failures that routinely placed drivers in impossible situations requiring HOS violations.

191. The EMI Conspiracy Defendants' electronic log manipulation scheme further violated Section 4.3.2.8.1(c), which requires that "Driver edits must be accompanied by an annotation. The ELD must prompt the driver to annotate edits." Neither PHOENIX ELD nor EMI personnel provided the required annotations to explain edits made to drivers' records. Instead, EMI Defendants instructed PHOENIX ELD to make unauthorized background changes without the required annotations, deliberately circumventing this regulatory safeguard to hide the fact that EMI's dispatch operations routinely created situations where drivers could not legally complete assigned loads within their available hours.

192. Additionally, the EMI Conspiracy Defendants violated Section 4.3.3.1.3(b), which mandates that "Edits requested by anyone or any system other than the driver must require the driver's electronic confirmation or rejection." The EMI Defendants and PHOENIX ELD routinely modified drivers' HOS records without obtaining the required driver confirmation, effectively bypassing this critical regulatory safeguard to conceal the systematic dispatch failures that necessitated HOS violations to meet load delivery requirements.

193. The EMI Conspiracy Defendants' scheme also violated Section 4.4.1.3, which explicitly prohibits automatic duty-status setting mechanisms beyond those specified in Sections 4.4.1.1 and 4.4.1.2. This section states: "Duty status changes that are not initiated by the driver, including duty status alteration recommendations by motor carrier support personnel or a software algorithm, are subject to motor carrier edit requirements in section 4.3.3.1.3." By utilizing PHOENIX ELD to remotely manipulate duty statuses without driver initiation or confirmation, the EMI Defendants directly contravened this regulation to artificially create additional available hours for drivers whose time had been exhausted by EMI's poorly coordinated dispatch operations.

194. The EMI Conspiracy Defendants' HOS falsification scheme was not merely occasional or accidental but rather represented a deliberate business strategy to conceal the fundamental inadequacies of their dispatch operations. By engaging in this coordinated scheme, the EMI Defendants knowingly endangered public safety and defrauded Lease Driver Plaintiffs by misrepresenting both the legality of their operations and the legitimately achievable earnings under their "Lease-to-Own" program, as the promised earnings could only be approached through illegal HOS manipulations that compensated for EMI's dysfunctional dispatch services.

195. The prevalence of HOS violations within EMI's operations is further corroborated by the Federal Motor Carrier Safety Administration Safety Management Database, which reflects forty-nine (49) separate Hours of Service violations during roadside inspections of drivers operating under Extra Mile International, Inc.'s USDOT motor carrier authority between March 8, 2023, and February 28, 2025. These violations represent only those instances where the EMI Conspiracy Defendants' scheme to falsify HOS records failed to evade detection by inspectors, suggesting that the actual number of HOS violations was substantially higher. By systematically encouraging and facilitating HOS violations, the EMI Defendants not only endangered public safety but perpetuated their fraudulent misrepresentations about potential earnings in the "Lease-to-Own" program, as drivers could only approach the promised earnings by operating well beyond legal time limits.

II. The EMI LEASE CONTRACT Presented and Imposed Upon Arrival of Prospective Participants to EMI's Illinois Facilities Unlawfully Omitted TILA Required Provisions in Favor of Participants and Unlawfully Included TILA Prohibited Provisions

196. The Truth-in-Leasing-Act ("TILA") and its implementing regulations govern the terms and conditions under which a federally authorized motor carrier can contract with an "owner", meaning a person with a right to exclusive use of a commercial motor vehicle pursuant to title or a lease, for the performance of interstate non-exempt freight transportation services under that motor carrier authority. See 49 U.S.C. § 14102(a); 49 C.F.R. § 376, *et seq.*

197. The EMI "Lease-to-Own" business opportunity offered exclusive possession of commercial motor vehicle ("CMV") equipment via the Lease Agreement (Ex. A) to Lease Driver Plaintiffs who are referred to as "owners" of the equipment for the duration of the equipment lease pursuant to the over-the-road ("OTR") lease regulations of **TILA 49 C.F.R. § 376.2, *et seq*.**. see *Bonkowski v. Z Transp., Inc.*, No. 00 C 5396, 2004 U.S. Dist. LEXIS 3534, at *6-7 (N.D. Ill. Mar. 4, 2004).[5]

198. Through operation the IC Agreement (Ex. B), the other component of the single "Lease-to-Own" business opportunity agreement, the Lease Driver Plaintiffs would then *lease-back* the CMV equipment to EMI as the motor carrier to operate under its USDOT motor carrier authority. This lease-back of the CMV equipment from the Lease Driver Plaintiffs to EMI as the motor carrier brought the EMI "Lease-to-Own" business opportunity agreement consisting of the Lease Agreement and the IC Agreement within the scope of TILA and its implementing regulations.

199. The TILA regulations at 49 CFR § 376.12 required EMI as the authorized carrier to include specific provisions in the written lease agreements with the Lease Driver Plaintiffs, and mandated that these provisions "shall be adhered to and performed by the authorized carrier." *Id.*

200. The "Lease Agreement" (Exhibit A) and "IC Agreement" (Exhibit B) collectively constituting the EMI LEASE CONTRACT omitted numerous required provisions under 49 CFR § 376.12 and included provisions prohibited by these regulations, as follows:

a. In violation of 49 CFR § 376.12(f), the EMI LEASE CONTRACT failed to specify that payment to the Lease Driver Plaintiffs would be made within 15 days after submission of the necessary delivery documents for the authorized carrier to receive payment concerning a trip in the service of the authorized carrier;

b. In violation of 49 CFR § 376.12(g), although the EMI LEASE CONTRACT based compensation on a percentage of "gross" freight load contracts, it failed to specify that

[5] *Id.* ("The regulations define an owner as a person "who, without title, has the right to exclusive use of equipment." 49 C.F.R. § 376.2(d)(2). Plaintiff's unrebutted testimony at trial establishes that during the period that the tractor was in his possession, he used it to the exclusion of all others. Although Plaintiff did not have title to the tractor, he was an owner of the tractor under the [TILA] regulations.").

EMI would give Lease Driver Plaintiffs a copy of the rated freight bill or other documentation used for a shipment before or at the time of settlement. The EMI LEASE CONTRACT further failed to specify that Lease Driver Plaintiffs were permitted to examine copies of the carrier's tariff or other documents from which rates and charges were computed, preventing Lease Driver Plaintiffs from evaluating whether they were paid correctly or whether the 20% chargeback for dispatch commission (Exhibit A, page 4) was valid;

c. In violation of 49 CFR § 376.12(i), the EMI LEASE CONTRACT conditioned entry into the lease agreement on Lease Driver Plaintiffs' mandatory use of EMI's designated vendors without providing any option to decline or opt out from these recurring charges, including: (i) required used of EMI dispatchers with a "service fee" of 20% of gross freight booking price for EMI dispatch services (Exhibit A, page 4); (ii) required use of ELD vendor service at $75 per week (Exhibit A, page 4); (iii) Cargo Insurance vendor at $300.00 per week (Exhibit A, page 4); (iv) Trailer insurance vendor at $45 per week (Exhibit A, page 4)' (v) Bobtail insurance vendor at an unspecified monthly amount (Exhibit A, page 4), and Occupational Accident coverage vendor at $175.00 per month (Exhibit A, page 4);

d. In violation of 49 CFR § 376.12(j), the EMI LEASE CONTRACT failed to properly address insurance requirements by: (1) failing to specify that EMI would provide a copy of each insurance policy upon request by the Lease Driver Plaintiffs; (2) failing to specify that EMI would provide a certificate of insurance for each policy; (3) failing to specify the actual cost of each insurance policy; and (4) failing to identify the name of the insurer, policy number, effective dates, amounts and types of coverage, and deductible amounts for each type of coverage for which Lease Driver Plaintiffs may be liable;

e. In violation of 49 CFR § 376.12(h) and (j)(3), the EMI LEASE CONTRACT failed to specify that EMI would provide written explanation and itemization of deductions for cargo or property damage before any such deductions are made. Instead, the IC Agreement (Exhibit B, Section XI "Chargebacks", items (1), (2), (3), (5), and (6)) permitted EMI to make unilateral deductions without providing Lease Driver Plaintiffs with the right to inspect documents supporting these chargebacks or prior written explanation. The EMI LEASE CONTRACT further failed to include any recitation as to how the amount of each chargeback item was to be computed, leaving Lease Driver Plaintiffs with no way to verify or challenge the accuracy of these deductions;

f. In violation of 49 CFR § 376.12(h), the EMI LEASE CONTRACT failed to clearly specify all items that may be initially paid for by EMI but ultimately deducted from the Lease Driver Plaintiffs' compensation at the time of payment or settlement, together with a recitation as to how the amount of each item was to be computed. Specifically, the EMI LEASE CONTRACT failed to specify the actual amounts to be deducted or how such amounts would be calculated for "Simplified Fuel Tax Distribution" (IFTA), the alleged $2,000.00 registration fee, $550 for Highway use tax fee (Exhibit A, page 3), and the "TBD" (to be determined) Bobtail insurance (Exhibit A, page 4). This lack of specificity allowed for unlawful, arbitrary deductions in violation of TILA and enabled EMI to deduct arbitrary amounts without any clear formula or calculation method disclosed to Lease Driver Plaintiffs;

g. In violation of 49 CFR § 376.12(j)(3), the EMI LEASE CONTRACT included an impermissible prospective waiver of disputed chargeback items in Section XII of the IC Agreement (Exhibit B, "Accident Reports and Litigation"), requiring Lease Driver Plaintiffs to waive their right to dispute chargebacks before they occurred;

h. In violation of 49 CFR § 376.12(k), the EMI LEASE CONTRACT included multiple impermissible provisions regarding escrow funds, including: (1) default forfeiture of escrow payments as a result of termination of the lease agreement for any reason (Exhibit A, "Walkaway Lease" page 3, "Surrender" page 6); (2) conditioning escrow payment refund on a unilateral 30-day notice of termination period (Exhibit B, Section III(5)); (3) failing to specify the quarterly interest rate to be paid on escrow funds; (4) failing to provide for any escrow interest payment; and (5) unlawfully characterizing the escrow refund period as a 45-day minimum waiting period rather than the 45-day maximum period required by regulation (Exhibit B, Section III(3)); and

i. In violation of 49 CFR § 376.12(l), EMI routinely failed to provide Lease Driver Plaintiffs with copies of their lease agreements upon request and failed to keep copies of the lease agreements on the equipment during the lease period.

III. EMI Defendants Misrepresented that the EMI Defendants' Control over Lease Driver Plaintiffs and Putative Class and Subclass in the EMI "Lease-to-Own" Business Opportunity was Sufficient to Constructively Classify Lease Driver Plaintiffs and Putative Class as Employees Under the IWPCA

201. Despite the promise prominently disseminated to "be your own boss" and the adhesive recitation of "independent contractor" status drafted by EMI in the IC Agreement (Ex. B, pg 4. II(2)), and despite the knowingly false affirmation drafted and imposed by EMI in the IC Agreement that the Lease Driver Plaintiffs "owned" the CMV equipment leased-back to EMI (at Ex. B, V(1), directly contrary to EMI's expressly retained ownership of the CMV equipment leased found at Ex. A, pg. 8);, the *de jure* and *de facto* control retained and exercised by the EMI Defendants' over the Lease Driver Plaintiffs and the putative class members was greater than that of constructive employers over employees and did not satisfy the narrow IWPCA independent contractor ABC test.

202. EMI retained and exercised the following *de jure* control over the work performed by the Lease Drivers during their participation in the EMI business opportunity reflected by the *de jure* terms of the EMI LEASE AGREEMENT, including but not necessarily limited to:

a. EMI required Lease Driver Plaintiffs to exclusively use EMI dispatchers and required payment of 20% of gross loads to EMI for dispatch services, prohibiting Lease Driver Plaintiffs from using other dispatchers or engaging in self-dispatch whereby they would accept freight transport contracts directly from freight brokers on publicly available load boards. (Exhibit A, pg. 4);

b. EMI required Lease Driver Plaintiffs to only haul freight for EMI under EMI's USDOT motor carrier authority and defined termination of the EMI LEASE CONTRACT, as ceasing to haul freight for EMI, preventing Lease Driver Plaintiffs from using the leased equipment to transport freight for any other motor carrier, enforced by triggering forfeit of the security deposit and potentially thousands of dollars in "notice provision" damages". (Exhibit A, pg. 4);

c. EMI required Lease Driver Plaintiffs to utilize EMI's GPS Tracking system, enabling EMI to monitor the location of Lease Driver Plaintiffs at all times. (Exhibit A, pg. 4);

d. EMI required Lease Driver Plaintiffs to "comply with company policy and procedures" which were left undefined, granting EMI broad discretion to unilaterally impose rules on Lease Driver Plaintiffs. (Exhibit A, pg. 5);

e. EMI required Lease Driver Plaintiffs to comply with "any rules and regulations" in the performance of services to EMI's clients or customers as exclusively negotiated by EMI. (Exhibit B, IV(5));

f. EMI required Lease Driver Plaintiffs to use EMI-selected vendors for multiple essential services, including EMI's selected ELD vendor, trailer insurance vendor, cargo insurance vendor (Exhibit A, pg. 4), as well as EMI's selected occupational accident coverage insurance vendor and bobtail insurance vendor (Exhibit A, pg. 4), preventing Lease Driver Plaintiffs from understanding the actual costs or contractual terms of these 'services', selecting their own service providers or negotiating better rates;

g. EMI imposed a blanket $500 fine on any load assigned by EMI and not completed by a Lease Driver Plaintiff for any reason, a punitive measure that significantly constrained Lease Driver Plaintiffs' ability to control their own work, even when unsafe or economically unfavorable. (Exhibit A, pg. 3);

h. EMI required a two-week notice cancellation from Lease Driver Plaintiffs subject to notice provision damages amounting to thousands of dollars, effectively preventing Lease Driver Plaintiffs from terminating the lease agreement without substantial financial penalty . (Exhibit A, pg. 3);

i. EMI retained the unilateral right to cancel the EMI LEASE CONTRACT and capture the $2,000 security deposit for any reason, creating substantial economic leverage over the Lease Driver Plaintiffs;

j. EMI required a 30-day notice period from Lease Driver Plaintiffs or they would forfeit any pay and security deposit, further constraining Lease Driver Plaintiffs' ability to terminate their relationship with EMI. (Exhibit B, III(5));

k. EMI imposed priority reimbursement to itself in the event of any damages not caused by Lease Driver Plaintiffs, placing EMI's financial interests ahead of Lease Driver Plaintiffs. (Exhibit A, pg. 5);

l. EMI retained exclusive right to consent to assignment of lease interest in the CMV equipment, preventing Lease Driver Plaintiffs from transferring their interest in the lease without EMI's approval. (Exhibit A, pg. 8);

m. EMI retained the right to demand Lease Driver Plaintiffs execute and deliver to EMI any documents EMI deemed necessary to protect EMI's interest in the CMV equipment, potentially requiring Lease Driver Plaintiffs to sign additional documents at EMI's discretion. (Exhibit A, pg. 8);

n. EMI required its identification to be displayed on the CMV equipment, preventing Lease Driver Plaintiffs from operating under their own business identity. (Exhibit B, IX);

o. EMI provided the public liability insurance policy for Lease Driver Plaintiffs, maintaining control over a fundamental aspect of commercial trucking operations. (Exhibit B, X(1));

p. EMI required Lease Driver Plaintiffs to assume liability for any damages sustained by any trailer left unhooked and unattended, whether or not the fault of the Lease Driver Plaintiff, imposing strict liability on Lease Driver Plaintiffs regardless of fault. (Exhibit B, XI(6));

q. EMI required Lease Driver Plaintiffs to place themselves "at the service and disposal" of EMI indefinitely to assist EMI in the defense of any claims purportedly arising from Lease Driver Plaintiffs, apparently purporting to waive any conflict of interest with negligent maintenance claims against EMI. (Exhibit B, XII);

r. EMI required Lease Driver Plaintiffs to "accept any/all decisions and settlements" made by EMI with respect to freight loss or damages, despite clear possibility for conflict of interest due to negligent vehicle maintenance, removing Lease Driver Plaintiffs' ability to protect their own interests in legal matters. (Exhibit B, XII);

s. EMI required Lease Driver Plaintiffs to submit "paperwork and documents" as unspecified, enforced by threat of chargebacks in unspecified amounts, granting EMI broad discretion to impose financial penalties for administrative matters. (Exhibit B, XI(2));

t. EMI required Lease Driver Plaintiffs to follow "Rules of Conduct" upon threat of termination and forfeit of the $2,000 security deposit, further constraining Lease

Driver Plaintiffs' autonomy in operating their purported independent businesses. (Exhibit A (notice provision); Exhibit B, pp. 12-14); and

u. The level of control exercised by EMI over the Lease Driver Plaintiffs through these contractual provisions demonstrates that the Lease Driver Plaintiffs were misclassified as independent contractors and were in fact employees of EMI under the IWPCA and applicable Illinois law.

203. EMI retained and exercised the following *de jure* control over the work performed by the Lease Drivers during their participation in the EMI business opportunity reflected by the *de facto* terms of the EMI "Lease-to-Own" business opportunity, with violations potentially resulting in "IMMEDIATE DISCHARGE" and forfeiture of the $2,000 security deposit among other penalty fees. This *de facto* control included but was not necessarily limited to:

a. EMI required Lease Driver Plaintiffs to check in with dispatch EACH DAY to report their location, expected pick-up or delivery times, and any problems encountered, forcing drivers to maintain constant communication with EMI management regardless of their purported "independent" status. (Exhibit C, Rule 1);

b. EMI mandated that Lease Driver Plaintiffs complete Pre-Trip Inspections according to D.O.T. Regulations and notify EMI "promptly" of any problems, with EMI expressly stating it would "not acknowledge any actions taken by the contractor prior to informing CARRIER," demonstrating EMI's control over equipment maintenance decisions. (Exhibit C, Rule 2);

c. For refrigerated loads, EMI required Lease Driver Plaintiffs to check trailer conditions every eight hours and threatened to withhold payments from "subsequent settlements" for any deducted charges resulting from temperature control issues, demonstrating EMI's control over driver pay and performance standards. (Exhibit C, Rule 3);

d. EMI imposed a punitive fine of $300.00 on Lease Driver Plaintiffs if their truck was ordered Out of Service due to logbook or ELD violations, and further threatened to withhold "all late charges" from "future settlement(s)" for late pick-ups or deliveries, regardless of reason except "extreme emergencies," effectively penalizing drivers financially for any deviation from EMI's expected performance. (Exhibit C, Rule 4);

e. EMI required Lease Driver Plaintiffs to inspect trailer loading and check weights at scales, refusing to pay for any overweight citations and placing the financial burden of regulatory compliance entirely on the drivers despite EMI's control over load assignments. (Exhibit C, Rule 5);

f. EMI controlled Lease Driver Plaintiffs' interactions with shippers and receivers, requiring them to inspect loading conditions, refuse improperly loaded freight, and

"IMMEDIATELY notify dispatch" of any issues to allow EMI management to intervene directly with brokers and/or shippers. (Exhibit C, Rule 6);

g. EMI mandated that Lease Driver Plaintiffs "must be courteous and respectful" to all parties at shipper/receiver facilities and regulatory agencies, attempting to control not only their work performance but their interpersonal conduct as well. (Exhibit C, Rule 7);

h. EMI reserved the right to immediately discharge Lease Driver Plaintiffs for a broad and vaguely defined list of infractions including "Dishonesty," "Immoral conduct while on duty," "Fighting," "Failure to carry out instructions or a direct order of supervisor," and "Participating in any activity(s) that interfere with the CARRIER's operation," effectively giving EMI complete discretion to terminate Lease Driver Plaintiffs and capture their $2,000 security deposit for nearly any perceived violation. (Exhibit C, Rule 8);

i. EMI provided fuel cards to Lease Driver Plaintiffs and strictly controlled their use by imposing restrictions on which fuel vendors (only Love's or Pilot) could be used, specifically excluding certain individual fuel stations, and dictating when and how much fuel could be purchased;

j. EMI required Lease Driver Plaintiffs to use the PCS Mobile Express platform to coordinate document delivery, mandating the use of specific technology solutions selected by EMI rather than allowing Lease Driver Plaintiffs to determine their own administrative processes;

k. EMI required Lease Driver Plaintiffs to use the Telegram messaging application specifically to discuss ELD issues, enabling EMI to maintain records of these communications that could be remotely deleted, and further controlling the methods by which Lease Driver Plaintiffs could communicate about regulatory compliance matters;

l. EMI exercised control over Lease Driver Plaintiffs' personal time by requiring prior notice and EMI approval for scheduled home time, effectively preventing Lease Driver Plaintiffs from determining their own work schedules despite advertising that they would "be their own boss";

m. EMI required Lease Driver Plaintiffs to send SMS messages to their dispatcher to keep EMI "updated any time," imposing a constant reporting obligation that further eroded any independence in their day-to-day operations;

n. EMI required Lease Driver Plaintiffs to report and consult with supervisors or managers for major repairs and mandated that such repairs be performed by the EMI maintenance department, preventing Lease Driver Plaintiffs from independently selecting repair vendors or making maintenance decisions;

o. EMI imposed an additional company policy of a $2,000 fine for failure to provide two weeks' notice of termination via email to safety@extramiletx.com or operations@extramiletx.com, creating a significant financial penalty that further constrained Lease Driver Plaintiffs' ability to end their relationship with EMI;

p. EMI imposed an additional company policy of a $2,000 fine for failure to report Level I, II or III inspections within 30 minutes and prohibited Lease Driver Plaintiffs from paying any citation without prior consultation with the EMI Safety department, demonstrating EMI's control over regulatory compliance matters;

q. EMI required Lease Driver Plaintiffs to perform quarterly DOT inspections on the leased CMV whenever instructed by EMI, imposing additional maintenance obligations beyond standard regulatory requirements; and

r. EMI enforced a "zero tolerance policy" for reckless driving, speeding, handheld device use, seat belt violations, or other moving violations left undefined, with violations resulting in a $2,000 company fine plus immediate termination, effectively imposing EMI's standards of conduct on Lease Driver Plaintiffs rather than allowing them to determine their own risk management practices.

204. The comprehensive nature of these rules, the specificity of required procedures, the multiple financial penalties, and the threat of immediate termination with loss of the $2,000 security deposit created a work environment where Lease Driver Plaintiffs were subject to the same level of control and supervision as employees, despite their purported classification as independent contractors.

ALLEGATIONS COMMON TO THE COMPANY DRIVER CLASS

a. EMI Defendants' Admissions of Employment Status in Recruitment of Company Driver Plaintiffs

205. In the course of its OTR trucking business, Defendant Extra Mile recruited truck drivers from around the nation to come to EMI's Illinois facilities, including Plaintiffs Fisher and Owirodu and members of the putative Company Driver Class and Company Driver Subclass, through advertisements of "employment" opportunities for "company driver" positions to operate commercial motor vehicles for Defendant Extra Mile's OTR trucking business in Illinois for wages of 55 - 80 cents per mile driven.

206. Defendant Extra Mile explained that a company driver is an "employee" of Extra Mile on their website:

> A company driver is hired by a company to operate company-owned equipment. That is exactly what we are looking for now. We do OTR (over the road) and our employees cross a large number of miles and stay out weeks at a time, so that's why we motivate by paying per mile. That isn't the case with regional or local drivers, which are usually paid a percentage or get flat-rate pay.[6]

207. The EMI Defendants prolifically advertised "company driver" opportunities across multiple online platforms in addition to their website. The online platforms where the EMI Defendants advertised "company driver" employment included but were not limited to:

Dozens of city-specific craigslist.org platforms;

http://www.youtube.com/@extramileinternationalinct5126

https://www.instagram.com/extramiletx

https://www.facebook.com/extramiletx

208. While advertising the position of "company driver" as an "employment" opportunity to Plaintiff Owirodu and Plaintiff Fisher and members of the putative Company Class and Company Driver Subclass, upon employment, Defendant Extra Mile would intentionally misclassify them as "independent contractors", denying them the benefits of employment such as workers' compensation insurance.

209. In the course of the application and hiring process, authorized agents of the EMI Defendants, including "Mia" and Katerina Cikalova, provided various documents and forms to be completed by Plaintiff Owirodu and Plaintiff Fisher and members of the putative Company Driver

[6] https://archive.is/wip/QfrWG

Class and Company Driver Subclass falsely representing to these prospective Company Driver Plaintiffs that they were appropriately classified as "independent contractors".

210. One of these forms required to be completed by Plaintiff Owirodu and Plaintiff Fisher, and members of the putative Company Driver Class and Subclass, to disclose an entity to receive payment of their respective wages from EMI to conceal EMI's fraudulent misclassification of its Company Driver Plaintiffs.

211. The intentional misrepresentations regarding independent contractor status in the documents provided by the authorized agents of the EMI Defendants to Plaintiff Owirodu and Plaintiff Fisher, and members of the putative Company Driver Class and Subclass, were intended to induce a sense of legitimacy in the EMI Defendants' independent misclassification scheme of its drivers.

212. Plaintiff Owirodu and Plaintiff Fisher, and members of the Company Driver Class and Subclass, in reasonable reliance on EMI's independent contractor misrepresentations in the hiring process did not question this unilateral arrangement denying them rights of employees.

213. Plaintiff Owirodu and Plaintiff Fisher, and members of the Company Driver Class and Subclass, would not and as a matter of law, could not, have agreed to this intentional misclassification scheme.

b. EMI's Agreements for Wages with Its Company Driver Plaintiffs

214. Defendant Extra Mile entered into individual contracts with Plaintiff Owirodu and Plaintiff Fisher and members of the putative Company Driver Class and Company Subclass for services as a "company driver" for wages of 55 - 80 cents per mile driven, plus certain expense reimbursements incurred, commissions and detention pay for hours spent waiting to be loaded or unloaded at shippers and receivers as offered by Defendant Extra Mile. In exchange, the company

drivers, including Plaintiff Owirodu and Plaintiff Fisher and members of the putative Class and putative Subclass would operate CMV equipment, provided by and at the direction of Defendant Extra Mile, under the motor carrier authority of Defendant Extra Mile.

215. Defendant Extra Mile agreed to pay Plaintiff Owirodu and Plaintiff Fisher and members of the putative Company Driver Class and Subclass weekly and provide an itemized pay statement.

216. EMI withheld the written terms of these contracts to Plaintiff Owirodu and Plaintiff Fisher and members of the putative Company Driver Class and Subclass and would not provide these drivers a copy of their contract even upon written request pursuant to the Illinois Personnel Record Review Act. Kwaku Aff.

217. Defendant Extra Mile required that Plaintiff Owirodu and Plaintiff Fisher and the members of the putative Company Driver Class and Company Driver Subclass attend orientation at the EMI Harvey Facility or at Defendants' other Illinois facilities.

218. Defendant Extra Mile routinely required Plaintiff Owirodu and Plaintiff Fisher and members of the putative Company Driver Class and Company Driver Subclass to pick up loads in Illinois and transport them to other states, and to pick up loads in other states and transport them to Illinois or otherwise operate the EMI provided CMV equipment on the roadways of Illinois.

219. Plaintiff Owirodu and Plaintiff Fisher, the putative Company Driver Class and the Company Driver Subclass's driving labor for Defendant Extra Mile was performed in the ordinary course of business of Defendant Extra Mile as an interstate motor carrier authorized by the USDOT to haul freight;

220. Plaintiff Owirodu and Plaintiff Fisher, the putative Company Driver Class and the Company Driver Subclass's driving labor for Defendant Extra Mile was performed at the usual places

of business of Defendant Extra Mile as an interstate motor carrier authorized by the USDOT to haul freight, such as the facilities of shippers and receivers;

221. Plaintiff Owirodu, Plaintiff Fisher and member of the putative Company Driver Class and the Subclass did not employ a specialized skill in their work for EMI aside from maintaining a commercial driver's license.

c. EMI's Exercise of Employer Control Over Its Company Driver Plaintiffs

222. While Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class and Subclass were engaged as "Company Driver Plaintiffs" by Defendant Extra Mile in the operation of commercial motor vehicles:

a. EMI exercised exclusive control over the dispatchers assigned to Company Driver Plaintiffs, requiring Plaintiff Owirodu, Plaintiff Fisher, and the members of the putative Company Driver Class and Subclass to exclusively use dispatchers assigned by EMI and prohibited Company Driver Plaintiffs from using other dispatchers and prohibited the practice of "self-dispatch" by Company Driver Plaintiffs whereby drivers would "dispatch" themselves by accepting freight transport contracts offered by freight brokers on publicly available freight load boards;

b. EMI exercised exclusive control over scheduling of assignments and home-time for Company Driver Plaintiffs, maintaining a policy which required Plaintiff Owirodu, Plaintiff Fisher, and the members of the putative Company Driver Class and Subclass to be available for dispatches for three weeks continuously with only four unpaid days to include travel time home to be subject to prior approval and scheduling by EMI.

c. EMI exercised exclusive control over the policies and procedures imposed on Company Driver Plaintiffs in the performance of driving services for EMI, requiring Plaintiff Owirodu, Plaintiff Fisher, and the members of the putative Company Driver Class and Subclass to (i) contact EMI dispatch daily at specified times to check in; (b) timely respond to communications with EMI dispatchers; (c) submit to EMI load related paperwork within specified time limits to specified EMI load related paperwork; (d) provide photographs of loads and/or equipment as requested by EMI; (e) retain and provide receipts of EFS purchases or emergency road repairs as requested by EMI; (f) immediately notify EMI of any violation, equipment issue or load issue and cooperate with any investigation conducted by EMI; and (g) conduct pre-trip inspections using EMI provided forms and timely submit these EMI pre-trip inspection forms to EMI.

d. EMI exercised exclusive control over the enforcement of rules, providing for various fines to be imposed at EMI's unilateral discretion without prior notice on the wages of Plaintiff Owirodu, Plaintiff Fisher and members of the putative Company Driver Class and Subclass.

e. EMI exercised exclusive control over the Electronic Log Devices ("ELD") required by USDOT/FMCSA regulations for tracking hours of service for Company Driver Plaintiffs, and required Plaintiff Owirodu, Plaintiff Fisher, and the members of the putative Company Driver Class and Subclass to use the ELD system provided by Defendant Phoenix ELD LLC. EMI further required Plaintiff Owirodu, Plaintiff Fisher, the putative Company Driver Class and Subclass to download and use the Telegram messenger application to coordinate the falsification of hours of service with the EMI Defendants and Defendant Phoenix ELD, permitting the EMI Defendants and Defendant Phoenix ELD to remotely delete any evidence of the EMI Defendants and Defendant Phoenix's involvement in coordinated hours of service falsification.

f. EMI exercised exclusive control over selecting the insurance producer agent, insurance policies and coverage applicable to the work performed by Company Driver Plaintiffs, Plaintiff Owirodu, Plaintiff Fisher, and the members of the putative Company Driver Class and Subclass to be insured through carriers and policies exclusively selected by Defendant Extra Mile, produced by Liberty Insurance Services, Inc., the selected insurance producer agency selected by EMI.

g. EMI exercised exclusive control over the mileage rate of pay for its Company Driver Plaintiffs, prohibiting Plaintiff Owirodu, Plaintiff Fisher, and the members of the putative Company Driver Class and Subclass from independently negotiating with brokers, shippers or receivers bonuses to their base mileage rate as determined by EMI;

h. EMI exercised exclusive control over the negotiation of additional payment from its own customers and did not permit Plaintiff Owirodu and Plaintiff Fisher, the putative Company Driver Class and Subclass to independently negotiate with brokers, shippers or receivers for additional money for labor performed for the benefit of EMI and instead required additional payments for layover and detention be negotiated through EMI dispatchers;

i. EMI exercised exclusive control over the ancillary terms and conditions negotiated with EMI's customers and imposed as rules these on its Company Driver Plaintiffs, requiring Plaintiff Owirodu, Plaintiff Fisher, and the members of the putative Company Driver Class and Subclass to download and use whatever tracking application or message application that was exclusively negotiated by EMI with its customer as term or condition for the freight hauling contract;

j. EMI retained the exclusive right to contractual remedy against its customers, as the Company Driver Plaintiffs, omitting Plaintiff Owirodu, Plaintiff Fisher, and the members of the putative Company Driver Class and Subclass as named parties on freight hauling contracts with its customers that these Company Driver Plaintiffs actually transported;

k. EMI required pre-authorization for any repairs to the commercial motor vehicles provided to Plaintiff Owirodu, Plaintiff Fisher, and the members of the putative Company Driver Class and Subclass, and routinely required major repairs to be performed at Illinois facilities. Following the opening of Revive Trucking LLC, required major repairs to be performed at Revive Trucking LLC's Illinois facility;

l. EMI issued EFS fuel cards to its Company Driver Plaintiffs, requiring Plaintiff Owirodu, Plaintiff Fisher, and the members of the putative Company Driver Class and Subclass to the EMI provided EFS fuel cards for the EMI provided trucks, restricted use of the EFS fuel cards to Love's or Pilot fuel stations and in addition issued lists of specific fuel stations that were prohibited.

m. Defendant Extra Mile issued Plaintiff Owirodu, Plaintiff Fisher and members of the putative Company Driver Class and the Company Driver Subclass itemized pay statements, uploading these to a temporary portal and maintaining their availability at EMI's sole discretion;

n. EMI exercised exclusive control over the decal insignia display on the commercial motor vehicles provided by EMI to Plaintiff Owirodu, Plaintiff Fisher and members of the putative Company Driver Class and Subclass, requiring the vehicles to only display EMI's decals and to display EMI's Motor Carrier authority number registered with the United States Department of Transportation;

o. EMI exercised exclusive control over the motor carrier authority utilized by Plaintiff Owirodu, Plaintiff Fisher and members of the putative Company Driver Class and the Company Driver Subclass, requiring all loads transported to be transported pursuant to the exclusive USDOT motor carrier authority of EMI;

223. The only way Plaintiff Owirodu and Plaintiff Fisher and the members of the putative Company Driver Class and Subclass could make money while working for EMI was to accept the loads that Defendant Extra Mile offered, and to say yes to as many loads as possible, regardless of whether the loads were desirable. EMI required Plaintiff Owirodu, Plaintiff Fisher and member of the putative Company Driver Class and the Subclass to follow their direction on specifics including the routes and time and location of pickups and drop offs.

224. Plaintiff Owirodu, Plaintiff Fisher and the members of the putative Company Driver Class and Subclass were not permitted to control the geographic destination of their loads and were required to haul the loads Defendant Extra Mile chose for them. Plaintiff Owirodu and Plaintiff

Fisher, the putative Company Driver Class and Subclass could not, for instance, only take loads going to or coming from their home state, or only take loads within a certain region of the country.

225. Under the control exercised by EMI, Plaintiff Owirodu and Plaintiff Fisher, the putative Company Driver Class and the Company Driver Subclass had no independent opportunity for profit or loss – each were only semitruck drivers who worked for a semitruck for a trucking company.

d. EMI Defendants' Fraudulent Company Driver Pay Practices

226. Intentionally omitted from any of EMI's advertisement for "Company Driver Plaintiffs" or other written or oral representations to Plaintiff Owirodu, Plaintiff Fisher and the members of the putative Company Driver Class and Subclass was the EMI Defendants' on-going scheme to unlawfully abuse their superior economic position and leverage to unilaterally and arbitrarily withhold payments from the mileage rates owed to Plaintiff Owirodu, Plaintiff Fisher and the members of the putative Company Driver Class and Subclass, particularly upon termination of employment.

227. When reduced to writing, these 'deductions' on itemized pay statements were frequently punitive, arbitrary and on false pretexts, including for "cleaning fees", for various "violations" or for expenses expressly promised to pay such as for repairs to EMI's own provided equipment when not the result of driver negligence.

228. In other instances, the EMI Defendants would simply dispense with the formality of issuing an itemized pay statement and simply refuse payment, particularly in instances where EMI terminated a driver.

CLASS ALLEGATIONS

229. Pursuant to 735 ILCS 5/2-801, Plaintiffs Charles Collier, Kegan Hacker, Robert Hawes, James Middleton, Jonathon Pearson, Keith Pickens-Bell, Eduardo Reyes and Pavel Rodriguez brings this action on behalf of himself and a Class with one Subclass, excluding Plaintiff Hawes, defined as follows:

- **Lease Driver Class:** All individuals who between August 1, 2023 and present who: (1) viewed a EMI recruitment message or EMI advertisement for the EMI "Lease-to-Own" program offering $7,000 or more in gross weekly earnings; and thereafter (2) travelled to an EMI Illinois facility; (3) entered into an EMI Equipment Lease Agreement on a form with terms substantially identical to Exhibit A; (4) entered into an EMI Independent Contractor Agreement on a form substantially identical to Exhibit B; and (5) who hauled at least one freight load for the benefit EMI.

- **Lease Driver PLAWA Subclass**: All members of the Lease Driver Class who performed driving services for EMI after January 1, 2024.

230. Pursuant to 735 ILCS 5/2-801, Plaintiff Owirodu and Plaintiff Fisher bring this action on behalf of themselves and a Class, and Plaintiff Owirodu brings this action with one Subclass defined as follows:

- **Company Driver Class:** All individuals who, within the applicable statute of limitations, performed services as a company driver for Defendant Extra Mile in Illinois.

- **Company Driver Subclass:** All members of the Company Driver Class who performed driving services for EMI after January 1, 2024.

231. Excluded from the putative Classes and putative Subclasses are any members of the judiciary assigned to preside over this matter; any officer or director of Defendants; and any immediate family member of such officer or director.

232. Upon information and belief, there are over a hundred members of each Class and Subclass, making each putative Class and putative Subclass so numerous that joinder of all members is impracticable. Although the exact number of members of each Class and Subclass is unknown to Plaintiffs, the members can readily be ascertained and identified through the EMI Defendants' personnel records and reports to FMCSA.

233. The Lease Driver Plaintiffs claims are typical of the claims of the members of the putative Class and putative Subclass the Lease Driver Plaintiffs seek to represent, because the factual and legal bases of Defendants' liability to the Lease Driver Plaintiffs and the other Lease Driver Class and Subclass members are the same, and because Defendants' conduct has resulted in similar injuries to Plaintiff Owirodu and the other members of the putative Class and putative Subclass. As alleged herein, the Lease Driver Plaintiffs and the other putative Lease Driver Class and putative Subclass members have all suffered financial damages through: weekly gross earnings far below the promised weekly gross earnings $7,000-$15,000; excessive and undisclosed fees that consumed their earnings; fuel expenses from inefficient dispatching and 'dead-head' driving between loads; unlawful and arbitrary chargebacks and deductions for security deposits, fines, punitive charges, unsubstantiated inflated repairs; and the economic burden of being misclassified as independent contractors rather than employees, all resulting in minimal to negative net earnings despite their labor.

234. There are many questions of law and fact common to the Lease Driver Class and Lease Driver PLAWA Subclass members' claims, and those questions predominate over any questions that may affect individual members. Common questions for the Lease Driver Class and Subclass include, but are not limited to, the following:

a. Whether Defendants misclassified the Lease Driver Plaintiff Class and Subclass as "independent contractors" pursuant to the IWPCA;
b. Whether Defendants failed to timely pay the Lease Driver Plaintiff Class and Subclass the earned wages and which is due and owing to them;
c. Whether Defendants failed to timely pay the Lease Driver Plaintiff Class and Subclass the wages they have earned and which is due and owing to them as final compensation;
d. Whether Defendants unlawfully deducted amounts from the earned wages of the Lease Driver Plaintiff Class and Subclass;

e. Whether the Lease Driver Plaintiff Class and Subclass were otherwise denied the rights and benefits provided as employees under Illinois law;

f. Whether the Lease Driver Plaintiff Class and Subclass were presented with a "business opportunity" by Defendants as that term is defined pursuant to Section 5(a) of the FTC Act, 16 C.F.R. § 437 (Business Opportunity Rule);

g. Whether the EMI "Lease-to-Own" program offered to and entered into by the Lease Driver Plaintiff Class and Subclass constitutes a "business opportunity" as defined by the FTC's Business Opportunity Rule, 16 C.F.R. § 437.1(c);

h. Whether Defendants' practices violated the FTC's Business Opportunity Rule;

i. Whether Defendants' violations of the FTC's Business Opportunity Rule constitute violations of Section 2 of the ICFA;

j. Whether Defendants' failure to disclose material terms to the Lease Driver Plaintiff Class and Subclass and requirement for escrow payments from the Lease Driver Plaintiff Class and Subclass violates TILA regulations;

k. Whether Defendants engaged in overt acts and/or inactions in furtherance of a civil conspiracy to profit from the unlawful misclassification of Lease Driver Plaintiff Class and Subclass as "independent contractors".

235. There are many questions of law and fact common to the Company Driver Class and Subclass members' claims, and those questions predominate over any questions that may affect individual members. Common questions for the Company Driver Class and Subclass include, but are not limited to, the following:

a. Whether Defendants misclassified the Company Driver Class and Subclass members as "independent contractors" pursuant to the IWPCA;

b. Whether Defendants failed to timely pay the Company Driver Class and Subclass the earned wages and which is due and owing to them;

c. Whether Defendants failed to timely pay the Company Driver Class and Subclass members the wages they have earned and which is due and owing to them as final compensation;

d. Whether Defendants unlawfully deducted amounts from the earned wages of the Company Driver Class and Subclass;

e. Whether the Company Driver Class and Subclass members were otherwise denied the rights and benefits provided as employees under Illinois;

f. Whether Defendants engaged in overt acts and/or inactions in furtherance of a civil conspiracy to profit from the unlawful misclassification of the Company Driver Class and Subclass as "independent contractors".

236. Absent a class action, most members of the Lease Driver Class and Subclass and Company Driver Class and Subclass would find the cost of litigating their claims to be prohibitively expensive and would thus have no effective remedy. The class treatment of common questions of law and fact is superior to multiple individual actions as it conserves the resources of the courts and the litigants and promotes consistency of adjudication.

237. The Lease Driver Plaintiffs and Company Driver Plaintiffs will adequately represent and protect the interests of the members of the Classes and Subclasses. Lease Driver Plaintiffs and Company Driver Plaintiffs have retained counsel with experience in complex litigation and class actions. Counsel are committed to vigorously prosecuting this action on behalf of the other members of the Classes and Subclasses and have the financial resources to do so. Neither Lease Driver Plaintiffs, Company Driver Plaintiffs, nor counsel have any interest adverse to those of the other

members of the Classes and Subclasses. Plaintiffs are similarly vigorously committed to prosecuting this matter on behalf of the Classes and Subclasses.

238. Defendants have acted and failed to act on grounds generally applicable to Lease Driver Plaintiffs and Company Driver Plaintiffs and Classes and Subclasses, requiring the Court's imposition of uniform relief to ensure compatible standards of conduct toward the members of the Classes and Subclasses, and making the sought-after relief appropriate for the Classes and Subclasses as a whole

COUNT I

Violations of the Illinois Consumer Fraud and Deceptive Trade Practices Act
Lease Driver Plaintiffs, individually, and as Class Representatives of the other members of the Lease Drive Class

239. The Lease Driver Plaintiffs incorporate by reference all of the foregoing allegations as though fully set forth herein.

240. The Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/1 et seq. ("ICFA"), protects consumers against unfair or deceptive business practices, including false promises; misrepresentations, and the concealment or omission of material facts in the conduct of trade or commerce.

241. Lease Driver Plaintiffs and members of the putative Lease Driver Class and putative Lease Driver PLAWA Subclass are "consumers" as defined by ICFA, 815 ILCS 505/1(e), as they contracted for EMI's "Lease-to-Own" business opportunity for their own use and not for resale.

242. Lease Driver Plaintiffs and members of the putative Lease Driver Class and putative Lease Driver PLAWA Subclass are also "consumers" of commercial motor vehicle equipment as defined by ICFA, 815 ILCS 505/1(e), as they entered into lease agreements for

commercial motor vehicles (trucks and trailers) for their own use and not for resale in the ordinary course of their trade or business.

243. The commercial motor vehicle equipment leased by the Lease Driver Plaintiffs from the EMI Defendants constitutes "merchandise" under ICFA, 815 ILCS 505/1(b), as it includes tangible goods.

244. The "Lease-to-Own" business opportunity itself, including the dispatch services, ELD services, and other services provided by EMI, constitutes "merchandise" under ICFA, 815 ILCS 505/1(b), as it includes services and intangibles.

245. The EMI Defendants' leasing of commercial motor vehicle equipment to Lease Driver Plaintiffs constitutes a "sale" under ICFA, 815 ILCS 505/1(d), as it involves an offer to sell and attempt to sell merchandise for cash or credit.

246. The EMI Defendants are "persons" engaged in "trade" and "commerce" as defined by ICFA, 815 ILCS 505/1(c) and (f), as they advertised and offered their "Lease-to-Own" business opportunity to the public.

247. Section 2 of the ICFA (815 ILCS 505/2) prohibits "unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact" in the conduct of trade or commerce, and expressly declares such practices unlawful "whether any person has in fact been misled, deceived or damaged thereby."

248. Section 2 of the ICFA specifically mandates that "in construing this section consideration shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5(a) of the Federal Trade Commission Act." The Federal Trade Commission, pursuant to its authority under Section 5(a) of the FTC Act, promulgated the Business Opportunity

Rule, 16 C.F.R. § 437, which defines certain acts and practices in the sale of business opportunities to be unfair or deceptive. Therefore, violations of the FTC's Business Opportunity Rule constitute violations of Section 2 of the ICFA, as the ICFA expressly incorporates FTC interpretations of Section 5(a) of the FTC Act.

249. The EMI "Lease-to-Own" program offered to and entered into by the Lease Driver Plaintiffs and members of the putative Lease Driver Class constitutes a "business opportunity" as defined by the FTC's Business Opportunity Rule, 16 C.F.R. § 437.1(c), because it satisfies all three required elements of the definition:

a. The EMI Defendants actively solicited the Lease Driver Plaintiffs and members of the putative Lease Driver Class to enter into a "new business" as defined in 16 C.F.R. § 437.1(j). The EMI Defendants' advertisements explicitly promoted the program as an opportunity "to have a great starting point in an independent business," to "quickly establish your own company system," and as a "business model, in cooperation with us." The EMI Defendants further described the opportunity as a way to "Build Passive Income" and repeatedly emphasized that participants could "BE YOUR OWN BOSS", making it explicit that the EMI "Lease-to-Own" program was offering entry into a new independent business opportunity.

b. The Lease Driver Plaintiffs and members of the putative Lease Driver Class made a "required payment" as defined in 16 C.F.R. § 437.1(p). Despite the EMI Defendants' deceptive advertisements promising "No Money Down," "$0.00 DOWN," and "$0.00 UPFRONT COST," the Lease Driver Plaintiffs and members of the putative Lease Driver Class were required to make numerous payments "either by contract or by practical necessity, as a condition of obtaining or commencing operation of the business opportunity." These included: (i) payment of their own transportation and lodging to Illinois; (ii) payment for their own USDOT drug test; (iii) assumption of financial obligation to EMI for hundreds of dollars in fuel-in-the-tank expenses; (iv) assumption of financial obligation for a $2,000 security deposit characterized as a "refundable escrow" but which was "forfeited as soon as the Lessee decides to end the lease agreement"; and (v) assumption of financial obligation for weekly truck lease payments of $650-$950, weekly trailer lease payments of $225-$295, weekly cargo insurance payments of $300-$350, weekly trailer insurance payments of $45, weekly ELD payments of $75, and other charges. These required payments constitute "consideration that the purchaser must pay to the seller... as a condition of obtaining or commencing operation of the business opportunity" under 16 C.F.R. § 437.1(p).

c. The EMI Defendants expressly represented to the Lease Driver Plaintiffs and members of the putative Lease Driver Class that they would "provide outlets, accounts, or customers" for their services as defined in 16 C.F.R. § 437.1(c)(3)(ii) and § 437.1(m). The EMI Defendants' advertisements prominently promoted their dispatch services, which they claimed would secure and administratively manage freight haul contracts for Lease Driver Plaintiffs and members of the putative Lease Driver Class to transport. The EMI Defendants explicitly promised to "provide existing or potential... accounts or customers" by representing that they would "take care of all the paperwork, and book the best possible loads" for drivers, ensure drivers "are always in demand," and provide "regular work" through their dispatch services. The EMI Defendants stated that the drivers' "only concern will be maintaining [their] equipment" because they "don't have to worry about finding freight." These representations fall squarely within the definition of "providing outlets, accounts, or customers" under 16 C.F.R. § 437.1(m).

250. The Lease Driver Plaintiffs and members of the putative Lease Driver Class were "purchasers" as defined by 16 C.F.R. § 437.1(n) of the FTC Business Opportunity Rule because they each bought the EMI "Lease-to-Own" business opportunity. They entered into binding contracts with the EMI Defendants (the Equipment Lease Agreement and IC Agreement) that required substantial financial payments and commitments, and in exchange, they received exclusive possession of commercial motor vehicle equipment and purported dispatch services that were represented to generate substantial income. The Lease Driver Plaintiffs and members of the putative Lease Driver Class relied on the EMI Defendants' representations and made the required payments, including security deposits, lease payments, and other fees with the expectation of operating independent trucking businesses as advertised in the EMI Defendants' promotional materials. Their status as "purchasers" is not affected by the EMI Defendants' subsequent efforts to exert employee-like control over them, as the initial commercial arrangement clearly constituted the purchase of a business opportunity within the meaning of the FTC Rule.

251. The EMI Defendants violated numerous substantive provisions of the Rule in their offer, sale, and promotion of the EMI "Lease-to-Own" program to the Lease Driver Plaintiffs and members of the putative Lease Driver Class, including but not limited to:

a. The EMI Defendants violated 16 C.F.R. § 437.2 by failing to furnish the Lease Driver Plaintiffs and members of the putative Lease Driver Class with the material information required by §§ 437.3(a) and 437.4(a) in writing at least seven calendar days before they signed contracts or made payments in connection with the business opportunity. Instead, when each Lease Driver Plaintiff arrived at the EMI Illinois facilities, they were presented with the Lease Agreement and IC Agreement for immediate execution without time to review and without negotiation.

b. The EMI Defendants violated 16 C.F.R. § 437.3(a) by failing to provide the Lease Driver Plaintiffs and members of the putative Lease Driver Class with a disclosure document containing the required material information, including: (1) identifying information of salespeople; (2) earnings claims substantiation; (3) legal actions against the seller; (4) cancellation or refund policies; and (5) references of prior purchasers.

c. The EMI Defendants violated 16 C.F.R. § 437.4 by making earnings claims, including representations of "$7,000-$15,000" in weekly gross earnings and "BIG PROFITS," without: (1) having a reasonable basis for these claims; (2) possessing written materials substantiating these claims; (3) making written substantiation available to prospective purchasers; and (4) furnishing prospective purchasers with an earnings claim statement containing the information required by § 437.4(a)(4).

d. The EMI Defendants violated 16 C.F.R. § 437.6(d) by misrepresenting the amount of gross income or profits that the Lease Driver Plaintiffs and members of the putative Lease Driver Class could earn. The EMI Defendants advertised weekly gross earnings of "$7,000-$15,000" and "BIG PROFITS," when the typical actual weekly gross earnings were much closer to $2,000 - $3,000 with little to no actual profits, as reflected in pay statements.

e. The EMI Defendants violated 16 C.F.R. § 437.6(h) by misrepresenting the cost and central characteristics of the business opportunity by: (1) falsely advertising "$0.00 DOWN" and "$0.00 UPFRONT COST" when substantial payments were required; (2) failing to disclose numerous fees and charges that would substantially reduce earnings; and (3) failing to disclose the true nature of the non-refundable security deposit.

f. The EMI Defendants violated 16 C.F.R. § 437.6(i) by misrepresenting material aspects of the assistance offered to the Lease Driver Plaintiffs and members of the putative Lease Driver Class. Specifically, the EMI Defendants misrepresented the quality and effectiveness of their dispatch services, which they advertised as "reliable," "consistent," "professional" and "top-notch," when in fact these services routinely failed to provide loads that would generate the advertised income and required Lease Driver Plaintiffs to violate USDOT hours of service regulations.

g. The EMI Defendants violated 16 C.F.R. § 437.6(j) by misrepresenting the likelihood that they would find accounts or customers for the Lease Driver Plaintiffs and members of the putative Lease Driver Class. The EMI Defendants falsely represented that they would "take care of all the paperwork, and book the best possible loads," ensure drivers "are always in demand," and provide "regular work" through their dispatch services, when in reality their dispatch services could not legally deliver the promised income.

h. The EMI Defendants violated 16 C.F.R. § 437.6(m) by misrepresenting the business opportunity as an opportunity to "be your own boss" when in fact the EMI Defendants exercised near-total control over the Lease Driver Plaintiffs and members of the putative Lease Driver Class, imposing numerous rules, restrictions, and financial penalties that rendered them *de facto* employees rather than independent business owners.

i. The EMI Defendants violated 16 C.F.R. § 437.6(g) by misrepresenting how commissions and payments would be calculated and distributed. The EMI Defendants failed to disclose that they would impose arbitrary and punitive deductions from earnings, particularly when Lease Driver Plaintiffs signaled an intention to leave EMI.

j. The EMI Defendants violated 16 C.F.R. § 437.6(k) by misrepresenting the terms and conditions of their refund and cancellation policies. The EMI Defendants advertised that Lease Driver Plaintiffs could "walkaway" from the program at any time, but concealed that doing so would result in forfeiture of the security deposit and trigger potentially thousands of dollars in "notice provision" damages.

k. The EMI Defendants violated 16 C.F.R. § 437.7 by failing to retain and make available for inspection the documents required by the Rule.

l. The EMI Defendants violated 16 C.F.R. § 437.6(b) by making claims and representations that contradicted the information that should have been disclosed in the basic disclosure document and earnings claims document required by the Rule. The EMI Defendants' advertised representations of "$0.00 DOWN" and "BE YOUR OWN BOSS" directly contradicted the actual terms of the business arrangement, which required substantial payments and granted EMI extensive control over the Lease Driver Plaintiffs.

m. The EMI Defendants violated 16 C.F.R. § 437.3(b) by failing to update their disclosures quarterly as required by the Rule. The EMI Defendants continually onboarded new participants into the "Lease-to-Own" program without updating any disclosures about prior legal actions, changes in cancellation policies, or lists of references.

n. The EMI Defendants violated 16 C.F.R. § 437.6(r) by failing to disclose personal or business relationships with individuals who may have been identified as purchasers or operators of the business opportunity. The EMI website included a scrolling "carousel" of testimonials in the "What Drivers Say" section without disclosing whether these purported testimonials were from actual "Lease-to-Own" program participants or whether they were provided in exchange for payment or other consideration.

o. The EMI Defendants violated 16 C.F.R. § 437.4(d) by failing to notify prospective purchasers in writing of material changes affecting the relevance or reliability of information contained in their earnings claims. As the EMI Defendants continuously failed to achieve the advertised weekly gross earnings for their participants, they nonetheless continued to make the same earnings claims without notifying new prospective purchasers of the actual earnings experience of current participants.

p. The EMI Defendants violated 16 C.F.R. § 437.4(c) by disseminating industry financial and performance information without written substantiation demonstrating that the information reflected the typical or ordinary financial experience of purchasers. The EMI Defendants' claims that they "Always Pay Their Drivers More than the Competition" and offered the "best deals in the industry" lacked substantiation showing that such comparisons were accurate or representative.

q. The EMI Defendants violated 16 C.F.R. § 437.6(f) by failing to make available to prospective purchasers written substantiation for their earnings claims. Despite making specific earnings claims of "$7,000-$15,000" in weekly gross earnings, the EMI Defendants had no substantiating documents or statistically valid analyses to support these representations and refused to provide such documentation when requested.

r. The EMI Defendants violated 16 C.F.R. § 437.6(l) by failing to provide refunds when purchasers satisfied the terms and conditions of their agreements. The EMI Defendants routinely refused to refund security deposits even when Lease Driver Plaintiffs attempted to properly terminate their agreements according to the stated terms.

252. The EMI Defendants' violations of the FTC Business Opportunity Rule constitute violations of Section 2 of the ICFA pursuant to the express incorporation of FTC interpretations of Section 5(a) of the FTC Act into the ICFA.

253. In addition to violations of the FTC Business Opportunity Rule, the EMI Defendants engaged in unfair and deceptive practices in the sale and lease of commercial motor vehicles to the Lease Driver Plaintiffs and members of the putative Lease Driver Class in violation of Section 2 of the ICFA, 815 ILCS 505/2.

254. The EMI Defendants engaged in numerous deceptive and unfair practices related to the commercial motor vehicles leased to the Lease Driver Plaintiffs and members of the putative Lease Driver Class, including but not limited to:

a. Failing to disclose in their advertisements the material terms and conditions contained in the Equipment Lease Agreement (Exhibit A) and the Independent Contractor Agreement (Exhibit B), including the non-refundable nature of the security deposit upon early termination, mandatory two-week notice period with associated financial penalties, and the extensive control EMI would exercise over the Lease Driver Plaintiffs;
b. Misrepresenting in their advertisements that there was "$0.00 DOWN" and "$0.00 UPFRONT COST" when in fact the Equipment Lease Agreement required a $2,000 security deposit that was completely non-refundable upon early termination of the lease (Exhibit A, "Walkaway Lease" page 3; "Surrender" page 6);
c. Misrepresenting the ability to "walkaway at any time" when in reality the Equipment Lease Agreement imposed a mandatory two-week notice period payment obligation (Exhibit A, "Walkaway Lease" page 3) and the IC Agreement required a 30-day notice period (Exhibit B, Section III(5)), both enforceable by substantial financial penalties;
d. Requiring Lease Driver Plaintiffs to purchase numerous mandatory "wrap-around" services exclusively from EMI or EMI-selected vendors in direct violation of the Truth-in-Leasing Act (TILA) regulations at 49 CFR § 376.12(i), which prohibits a motor carrier from requiring a driver to purchase products, equipment, or services from the authorized carrier as a condition of entering into a lease. These unlawful mandatory services included: i. Mandatory use of EMI dispatchers with a "service fee" of 20% of gross freight booking price (Exhibit A, page 4); ii. Mandatory ELD vendor service at $75 per week (Exhibit A, page 4); iii. Mandatory Cargo Insurance at $300-$350 per week (Exhibit A, page 4); iv. Mandatory Trailer insurance at $45 per week (Exhibit A, page 4); v. Mandatory Bobtail insurance at an unspecified monthly amount (Exhibit A, page 4); vi. Mandatory Occupational Accident coverage at $175.00 per month (Exhibit A, page 4);
e. Failing to disclose in violation of TILA regulations at 49 CFR § 376.12(h) how the amount of each required "wrap-around" service charge would be computed, leaving Lease Driver Plaintiffs with no way to verify the accuracy of these substantial weekly deductions;
f. Failing to disclose in violation of TILA regulations at 49 CFR § 376.12(j) the details of the insurance coverage for which Lease Driver Plaintiffs were being charged, including actual cost of each insurance policy, the name of the insurer, policy number, effective dates, amounts and types of coverage, and deductible amounts for each type of coverage;
g. Misrepresenting the quality and effectiveness of EMI's dispatch services, which EMI advertised as "reliable," "consistent," "professional," "top-notch," providing "guaranteed best possible loads" and "regular work," when in reality these services: i. Consistently failed to provide loads that could generate the advertised income levels; ii. Often required Lease Driver Plaintiffs to accept loads that caused them to incur substantial "deadhead" miles, significantly increasing fuel costs; iii. Frequently dispatched loads in a manner that made it impossible to comply with USDOT hours

of service regulations without falsification of records; iv. Imposed a $500 fine for any load not completed for any reason (Exhibit A, page 3);

h. Deceptively marketing the Phoenix ELD services while concealing that the EMI Conspiracy Defendants would require Lease Driver Plaintiffs to participate in a coordinated scheme to falsify hours of service records through Phoenix ELD in violation of USDOT regulations, including requiring communication about these practices through Telegram to enable remote deletion of evidence;

i. Failing to disclose that EMI would use these mandatory "wrap-around" services as a mechanism to impose financial control over Lease Driver Plaintiffs, with the combined weekly costs of these services typically exceeding $1,000 per week before accounting for fuel costs and other operating expenses;

j. Misrepresenting the terms of payment for freight loads by advertising 80% or 88% of gross bookings while failing to disclose that EMI would: i. Impose arbitrary and punitive deductions under the chargeback provisions of the IC Agreement (Exhibit B, Section XI); ii. Fail to provide rate confirmations in violation of TILA regulations at 49 CFR § 376.12(g), which requires the carrier to give the owner-operator a copy of the rated freight bill before or at the time of settlement; iii. Fail to provide timely and accurate pay statements in violation of TILA regulations at 49 CFR § 376.12(h);

k. Failing to disclose in their advertisements that despite promoting the opportunity to "be your own boss," the Equipment Lease Agreement and IC Agreement would require Lease Driver Plaintiffs to: i. "Comply with company policy and procedures" (Exhibit A, page 5); ii. Follow "any rules and regulations" imposed by EMI (Exhibit B, IV(5)); iii. Submit to extensive "Rules of Conduct" with threat of immediate termination and forfeiture of security deposit (Exhibit B, pp. 12-14);

l. Including escrow provisions in the IC Agreement that violated TILA regulations at 49 CFR § 376.12(k) by: i. Providing for default forfeiture of escrow payments upon termination (Exhibit A, "Walkaway Lease" page 3, "Surrender" page 6); ii. Conditioning escrow payment refund on a unilateral 30-day notice period (Exhibit B, Section III(5)); iii. Failing to specify the quarterly interest rate to be paid on escrow funds; iv. Failing to provide for any escrow interest payment; v. Unlawfully characterizing the escrow refund period as a 45-day minimum rather than the 45-day maximum required by regulation (Exhibit B, Section III(3));

m. Misrepresenting the financial responsibility for regulatory compliance by failing to disclose that Lease Driver Plaintiffs would bear the full financial burden of: i. IFTA tax payments in imprecisely defined amounts (Exhibit A, page 3); ii. Registration fees of $2,000 and Highway use tax fee of $550 (Exhibit A, page 3); iii. Any regulatory fines or citations, even if resulting from equipment issues; n. Failing to disclose that EMI retained unilateral authority to demand Lease Driver Plaintiffs execute and deliver any documents EMI deemed necessary to protect its interest (Exhibit A, page 8), effectively granting EMI unlimited authority to impose additional obligations not advertised or disclosed prior to signing;

n. Failing to provide Lease Driver Plaintiffs with copies of their lease agreements upon request in violation of TILA regulations at 49 CFR § 376.12(l), which requires that a copy of the lease be kept in the truck during the period of the lease;

o. Misrepresenting through the "option to buy" language that Lease Driver Plaintiffs would likely be able to complete the EMI "Lease-to-Own" process, when the structure of mandatory fees, deductions, and control mechanisms made completion economically infeasible for most participants.

255. The EMI Defendants knew or should have known that these representations regarding the terms and conditions of the Equipment Lease Agreement and Independent Contractor Agreement were false, deceptive, and misleading, that their failure to disclose material terms in their advertisements constituted a deceptive practice under ICFA, and that their "wrap-around" services requirements violated TILA regulations.

256. The EMI Defendants intended that the Lease Driver Plaintiffs and members of the putative Lease Driver Class would rely on these misrepresentations and omissions when deciding to enter the "Lease-to-Own" program, and the Lease Driver Plaintiffs and members of the putative Lease Driver Class did in fact reasonably rely on these misrepresentations and omissions to their detriment.

257. The EMI Defendants engaged in these deceptive and unfair business practices in the conduct of trade or commerce in violation of Section 2 of ICFA, 815 ILCS 505/2.

258. As a direct and proximate result of the EMI Defendants' unfair and deceptive practices in violation of the ICFA, the Lease Driver Plaintiffs and members of the putative Lease Driver Class have suffered substantial actual damages including, but not limited to:

a. Weekly lease payments for CMV equipment, ranging from $650-$950 per week for truck leases and $225-$295 per week for trailer leases;
b. Weekly fuel costs and excess fuel costs substantially higher due to EMI's deceptive dispatch practices requiring excessive "deadhead" miles between loads that were not disclosed in EMI's advertisements;
c. Weekly mandatory payments for EMI's dispatch services at 20% of gross booking price, which EMI deceptively marketed as "top-notch" and capable of generating "$7,000-$15,000" in weekly gross earnings but which consistently failed to deliver loads that could generate such earnings;
d. Weekly payments for mandatory "wrap-around" services that violated TILA regulations and were not disclosed in advertisements, including: i. $75 per week for ELD services; ii. $300-$350 per week for cargo insurance; iii. $45 per week for trailer insurance; iv. Unspecified amounts for bobtail insurance; v. $175 per month for occupational accident coverage;
e. Arbitrary and unlawful chargebacks and deductions from earned wages, including: i. $500 fines for loads not completed for any reason; ii. $300 fines for logbook or ELD violations; iii. Unsubstantiated deductions for alleged equipment damage; iv. "Late fees" and other punitive charges not disclosed in advertisements; v. Deductions for maintenance and repairs that should have been EMI's responsibility;

f. Forfeited security deposits which EMI advertised as refundable but which its agreements made non-refundable upon early termination;
g. Escrow interest never paid to Lease Driver Plaintiffs in violation of TILA regulations;
h. Unpaid earned wages for loads hauled by Lease Driver Plaintiffs but for which EMI failed to provide proper payment, particularly when Lease Driver Plaintiffs attempted to terminate their relationship with EMI;
i. Financial penalties imposed under the undisclosed two-week "notice period" provision in the Equipment Lease (Exhibit A, "Walkaway Lease" page 3) and 30-day notice period in the IC Agreement (Exhibit B, Section III(5)), amounting to thousands of dollars for each Lease Driver Plaintiff; and
j. Expenses incurred traveling to EMI's Illinois facilities based on EMI's deceptive advertisements, including transportation costs, lodging, and payment for USDOT drug tests.

259. The EMI Defendants acted intentionally, with malice, and with the purpose of defrauding the Lease Driver Plaintiffs and members of the putative Lease Driver Class, warranting the imposition of punitive damages.

WHEREFORE, the Lease Driver Plaintiffs, individually and on behalf of the members of the putative Lease Driver Class, respectfully request that the Court enter judgment against the EMI Defendants, jointly and severally, as follows:

a. An order certifying the Lease Driver Class as defined above, appointing the Lease Driver Plaintiffs as class representatives, and appointing Plaintiffs' counsel as class counsel;
b. An award of all actual damages suffered by the Lease Driver Plaintiffs and members of the putative Lease Driver Class;
c. Punitive damages in an amount sufficient to punish the EMI Defendants for their intentional, willful, and malicious violations of ICFA and to deter similar conduct in the future;
d. Disgorgement of all ill-gotten profits obtained by the EMI Defendants through their unfair and deceptive business practices;

e. An award of reasonable attorneys' fees and costs as provided by Section 10a of ICFA, 815 ILCS 505/10a;

f. Pre-judgment and post-judgment interest to the extent permitted by law; and

g. Such other and further relief as this Court deems just and proper.

COUNT II
Violations of the Illinois Business Opportunity Sales Law
Lease Driver Plaintiffs, individually, and as Class Representatives of the other members of the Lease Driver Class v. EMI Defendants

260. The Lease Driver Plaintiffs incorporate by reference allegations 1-238 as though fully set forth herein.

261. The Illinois Business Opportunity Sales Law of 1995, 815 ILCS 602/5-1 *et seq.* ("IBOSL"), protects purchasers of business opportunities by requiring sellers to register their business opportunities and provide certain disclosures to purchasers prior to sale.

262. Lease Driver Plaintiffs and members of the putative Lease Driver Class are "purchasers" as defined by IBOSL, 815 ILCS 602/5-5.35, as they entered into contracts or agreements for the acquisition of a business opportunity and were persons to whom an offer to sell a business opportunity was directed.

263. The EMI Defendants are "sellers" as defined by IBOSL, 815 ILCS 602/5-5.45, as they sold or offered to sell a business opportunity to the Lease Driver Plaintiffs and members of the putative Lease Driver Class, and acted directly on behalf of Extra Mile International, Inc. in selling the "Lease-to-Own" program.

264. The EMI "Lease-to-Own" program constitutes a "business opportunity" as defined by IBOSL, 815 ILCS 602/5-5.10(a), because it involves a contract or agreement between the EMI Defendants as sellers and the Lease Driver Plaintiffs as purchasers, wherein the Lease Driver Plaintiffs were required to make payments to the EMI Defendants and the EMI Defendants represented, directly or indirectly, orally and in writing, the following:

a. Pursuant to 815 ILCS 602/5-5.10(a)(2), the EMI Defendants represented that they would "provide or assist the purchaser in finding outlets or accounts for the purchaser's products or services." Specifically, the EMI Defendants advertised in their marketing materials that "Extra Mile is a trucking company with a long experience in the trucking industry that will take care of all the paperwork, and book the best possible loads for you. Since you don't have to worry about finding freight, your only concern will be maintaining your equipment." The EMI Defendants further represented that they would "make sure they [drivers] are always in demand, so all they have to do is drive and stay safe," and promised "24/7 Dispatch Support" to secure freight transport contracts (accounts) for the Lease Driver Plaintiffs' trucking services. The EMI website and recruitment materials emphasized EMI's ability to connect drivers with guaranteed freight loads through their dispatch department, showcasing photos of the dispatch team and providing testimonials that "There dispatchers are among the best I've ever worked with they truly care about my truck making money." The EMI Defendants' dispatch services, which secured and administratively managed freight haul contracts for drivers to transport, clearly constituted assistance in finding "accounts" for the Lease Driver Plaintiffs' services within the meaning of the statute;
b. Pursuant to 815 ILCS 602/5-5.10(a)(4), the EMI Defendants represented that they "guarantee[d] that the purchaser will derive income from the business which exceeds the price paid to the seller." The EMI Defendants explicitly advertised that the "Lease-to-Own" program was "offering" "BIG PROFITS" on weekly gross earnings of "$7,000 - $15,000" and made representations of "$10,000+ WEEKLY GROSS AVERAGE" in their online advertisements. Their recruiters directly told potential participants they could earn "$8000 to $10,000 weekly gross earnings." These representations, when compared to the weekly costs imposed by the EMI LEASE CONTRACT (including $650-$950 per week for truck leases, $225-$295 per week for trailer leases, $300-$350 per week for cargo insurance, $45 per week for trailer insurance, $75 per week for ELD services, and other fees), constituted a guarantee that the Lease Driver Plaintiffs would earn income far exceeding the prices paid to the EMI Defendants. By advertising specific gross earnings figures alongside promises of "BIG PROFITS," the EMI Defendants guaranteed income that would substantially exceed the costs of participating in the program; and
c. Pursuant to 815 ILCS 602/5-5.10(a)(3), the EMI Defendants represented that they "will purchase any or all products made, produced, fabricated, grown, bred or modified by the purchaser." The structure of the "Lease-to-Own" program required the Lease Driver Plaintiffs to lease back the CMV equipment to EMI, creating an arrangement whereby EMI purchased the transportation services produced by the Lease Driver Plaintiffs. The EMI Defendants explicitly committed to paying the Lease Driver Plaintiffs 80% or 88% of the gross booking price for freight loads hauled, which constitutes a direct purchase of the transportation services provided by the Lease Driver Plaintiffs with the equipment they leased from EMI. Through the IC Agreement, EMI formalized this purchasing arrangement, establishing itself as the exclusive purchaser of all transportation services produced by the Lease Driver Plaintiffs using the leased equipment.

265. The payments required to participate in the EMI "Lease-to-Own" program were substantial and included:

d. A $2,000 security deposit characterized as a "refundable escrow" but which was "forfeited as soon as the Lessee decides to end the lease agreement";

e. The cost of travel and lodging to EMI's Illinois facilities, which each Lease Driver Plaintiff had to pay at their own expense;
f. Payment for a USDOT drug test required to enter the program;
g. Assumption of financial obligation for hundreds of dollars in "fuel-in-the-tank" expenses at the time of taking possession of the leased CMV equipment;
h. Assumption of financial obligation for payments due under the "Lease Agreement" during a two-week notice period payment obligation, which included approximately $1,300-$1,900 for truck lease payments, $450-$590 for trailer lease payments, $600-$700 for cargo insurance, $90 for trailer insurance, and $150 for ELD services; and f. Weekly ongoing payments for truck leases, trailer leases, and various mandatory service

266. The EMI Defendants violated the Illinois Business Opportunity Sales Law in numerous ways, including:

a. Pursuant to 815 ILCS 602/5-30, the EMI Defendants failed to register their "Lease-to-Own" business opportunity with the Secretary of State of Illinois, despite offering and selling this business opportunity to the Lease Driver Plaintiffs and members of the putative Lease Driver Class in Illinois. The EMI Defendants did not file any disclosure document, consent to service of process, or pay the appropriate fee required for registration, rendering their offer and sale of the "Lease-to-Own" business opportunity unlawful;
b. Pursuant to 815 ILCS 602/5-35(a), the EMI Defendants failed to provide the Lease Driver Plaintiffs and members of the putative Lease Driver Class with any written disclosure document at least 14 days prior to the execution of the Lease Agreement and IC Agreement. Instead, when each Lease Driver Plaintiff arrived at the EMI Illinois facilities, they were immediately presented with these agreements for execution without prior disclosure or sufficient time for review;
c. Pursuant to 815 ILCS 602/5-95(a)(1), the EMI Defendants employed numerous devices, schemes, and artifices to defraud the Lease Driver Plaintiffs and members of the putative Lease Driver Class, including: i. Baiting potential purchasers with promises of "$0.00 DOWN" and "$0.00 UPFRONT COST" when in fact substantial payments were required; ii. Presenting an "escrow" or "security deposit" as refundable when it was actually non-refundable upon early termination; iii. Advertising the ability to "walkaway at any time" when the agreements imposed substantial financial penalties for termination; iv. Creating a coordinated scheme with Phoenix ELD to falsify hours of service records to compensate for EMI's inability to provide the promised earnings through legal dispatch practices; v. Conditioning refund of escrow payments on unilateral notice period requirements; vi. Making claims about earnings that contradicted the actual earnings experience of current participants; vii. Misrepresenting the terms and conditions of their refund and cancellation policies; viii. Failing to provide written substantiation for earnings claims when requested; and ix. Systematically refusing to refund security deposits even when Lease Driver Plaintiffs attempted to properly terminate their agreements;
d. Pursuant to 815 ILCS 602/5-95(a)(2), the EMI Defendants made numerous untrue statements of material fact and omitted material facts necessary to make statements not misleading, including: i. Falsely representing weekly gross earnings of "$7,000-$15,000" and "BIG PROFITS" when actual gross earnings were typically $2,000-

$5,000 with minimal to negative net earnings; ii. Falsely advertising that participants would "BE YOUR OWN BOSS" when in fact the EMI Defendants exercised near-total control over the Lease Driver Plaintiffs; iii. Falsely representing that their dispatch services were "reliable," "consistent," "professional," and "top-notch" when they could not legally provide the loads necessary to generate the advertised earnings; iv. Misrepresenting the terms of payment by failing to disclose numerous fees, charges, and deductions that would substantially reduce earnings; v. Failing to disclose the true cost of participation, including the non-refundable nature of the security deposit, mandatory "wrap-around" services, and financial obligations upon termination; vi. Omitting the material fact that the program required Lease Driver Plaintiffs to violate USDOT hours of service regulations to approach the advertised earnings; vii. Failing to disclose that EMI would impose arbitrary and punitive fees such as $500 fine for loads not completed, $300 fines for logbook violations, and other penalties; viii. Falsely claiming they "Always Pay Their Drivers More than the Competition" without substantiation showing such comparisons were accurate; ix. Failing to disclose prior legal actions against the EMI Defendants; x. Failing to disclose the cancellation and refund policies; and xi. Failing to provide the Lease Driver Plaintiffs with contact information of other participants who had previously bought into the "Lease-to-Own" program;

e. Pursuant to 815 ILCS 602/5-95(a)(3), the EMI Defendants engaged in numerous acts, practices, and courses of business which operated as a fraud or deceit upon the Lease Driver Plaintiffs and members of the putative Lease Driver Class, including: i. Structuring the "Lease-to-Own" program to make it virtually impossible for participants to earn the advertised income through legal means; ii. Imposing punitive and arbitrary deductions and chargebacks against earnings with no prior disclosure; iii. Refusing to provide copies of lease agreements upon request; iv. Failing to provide rate confirmations and accurate pay statements, concealing the actual earnings and deductions; v. Conspiring with Phoenix ELD to falsify electronic logs, creating a scheme that endangered public safety while concealing EMI's dispatch failures; vi. Requiring Lease Driver Plaintiffs to use EMI-selected vendors for multiple essential services as a condition of entering the lease; vii. Failing to specify that payment to the Lease Driver Plaintiffs would be made within 15 days after submission of necessary delivery documents; viii. Failing to specify that EMI would give Lease Driver Plaintiffs a copy of the rated freight bill or other documentation used for a shipment before or at the time of settlement; ix. Failing to properly address insurance requirements by not specifying that EMI would provide a copy of each insurance policy upon request; x. Failing to specify that EMI would provide written explanation and itemization of deductions for cargo or property damage before any such deductions were made; xi. Failing to clearly specify all items that may be initially paid for by EMI but ultimately deducted from the Lease Driver Plaintiffs' compensation; xii. Including an impermissible prospective waiver of disputed chargeback items; and xiii. Including multiple impermissible provisions regarding escrow funds, including default forfeiture of escrow payments;

f. Pursuant to 815 ILCS 602/5-95(b)(1), the EMI Defendants offered and sold the "Lease-to-Own" business opportunity without registration under the Act and without qualifying for any exemption;

g. Pursuant to 815 ILCS 602/5-110, the EMI Defendants published, circulated, and used advertising which contained numerous untrue statements of material fact and omitted material facts necessary to make the statements not misleading, including: i. Advertising "$0.00 DOWN" and "$0.00 UPFRONT COST" when substantial payments were required; ii. Advertising weekly gross earnings of "$7,000-$15,000" with "BIG PROFITS" when such earnings were not typically achievable; iii. Advertising that drivers could "BE YOUR OWN BOSS" when EMI exercised extensive control over all aspects of their work; iv. Advertising "top-notch" dispatch services that would "book the best possible loads" when these services consistently failed to provide loads that could generate the advertised income; v. Using testimonials in the "What Drivers Say" section without disclosing whether these were from actual "Lease-to-Own" program participants or whether they were provided in exchange for payment; vi. Falsely representing the ability to "easily establish your own company system" when the structure of the program prevented any meaningful independence; vii. Advertising "flexible work/hometime schedule" and "no forced dispatch" when in reality EMI controlled scheduling and imposed penalties for refusing loads; and viii. Advertising industry comparisons claiming EMI always pays more than competitors without substantiation;

h. Pursuant to 815 ILCS 602/5-105, the EMI Defendants represented through their advertising and marketing materials that the "Lease-to-Own" program was legitimate, profitable, and beneficial to participants, which constituted an unlawful representation suggesting that the business opportunity had been reviewed or approved by a regulatory authority when in fact it had not been registered or reviewed by the Secretary of State as required by law;

i. Pursuant to 815 ILCS 602/5-40, the EMI Defendants failed to provide contracts that clearly set forth in at least ten-point type the terms and conditions of all payments due to the seller, particularly with respect to: i. The "TBD" (to be determined) Bobtail insurance charges; ii. The unspecified amounts for IFTA tax, registration fees, and highway use tax fees; iii. The circumstances under which the security deposit would be forfeited; and iv. The imposition of arbitrary and punitive fines and chargebacks.

267. As a direct and proximate result of the EMI Defendants' violations of the Illinois Business Opportunity Sales Law, the Lease Driver Plaintiffs and members of the putative Lease Driver Class have suffered substantial actual damages including, but not limited to: a. Weekly lease payments for CMV equipment, ranging from $650-$950 per week for truck leases and $225-$295 per week for trailer leases; b. Weekly fuel costs and excess fuel costs substantially higher due to EMI's deceptive dispatch practices requiring excessive "deadhead" miles between loads that were not disclosed in EMI's advertisements; c. Weekly mandatory payments for EMI's dispatch services at 20% of gross booking price, which EMI deceptively marketed as "top-notch" and capable of generating "$7,000-$15,000" in weekly gross earnings but which consistently failed to deliver loads that could generate such earnings; d. Weekly payments for mandatory "wrap-around"

services that were not disclosed in advertisements, including: (i) $75 per week for ELD services; (ii) $300-$350 per week for cargo insurance; (iii) $45 per week for trailer insurance; (iv) unspecified amounts for bobtail insurance; (v) $175 per month for occupational accident coverage; e. Arbitrary and unlawful chargebacks and deductions from earned wages, including: (i) $500 fines for loads not completed for any reason; (ii) $300 fines for logbook or ELD violations; (iii) unsubstantiated deductions for alleged equipment damage; (iv) "late fees" and other punitive charges not disclosed in advertisements; (v) deductions for maintenance and repairs that should have been EMI's responsibility; f. Forfeited security deposits which EMI advertised as refundable but which its agreements made non-refundable upon early termination; g. Escrow interest never paid to Lease Driver Plaintiffs; h. Unpaid earned wages for loads hauled by Lease Driver Plaintiffs but for which EMI failed to provide proper payment, particularly when Lease Driver Plaintiffs attempted to terminate their relationship with EMI; i. Financial penalties imposed under the undisclosed two-week "notice period" provision in the Equipment Lease and 30-day notice period in the IC Agreement, amounting to thousands of dollars for each Lease Driver Plaintiff; and j. Expenses incurred traveling to EMI's Illinois facilities based on EMI's deceptive advertisements, including transportation costs, lodging, and payment for USDOT drug tests.

268. Pursuant to 815 ILCS 602/5-125, Defendants Boris Stojanovic, Maya Stojanovic, and Nicholas Mihailovic are personally liable for the violations of the Illinois Business Opportunity Sales Law committed by EMI. As principal executive officers, directors, and controlling persons of EMI, they directly controlled and materially participated in the offer and sale of the "Lease-to-Own" business opportunity. These Individual EMI Defendants personally participated in and approved the fraudulent and deceptive marketing materials, created and implemented the unlawful business model, developed and approved the Lease Agreement and IC

Agreement templates with their unlawful provisions, and directed EMI's operations including the fraudulent practices and policies that violated the Illinois Business Opportunity Sales Law. Each Individual EMI Defendant knew of the violations or, in the exercise of reasonable care, should have known of the existence of the facts constituting the violations.

269. The EMI Defendants' violations of the Illinois Business Opportunity Sales Law were willful and intentional, warranting the imposition of treble damages, interest, and other remedies provided under 815 ILCS 602/5-120.

WHEREFORE, the Lease Driver Plaintiffs, individually and on behalf of the members of the putative Lease Driver Class, respectfully request that the Court enter judgment against the EMI Defendants, jointly and severally, as follows:

a. An order certifying the Lease Driver Class as defined above, appointing the Lease Driver Plaintiffs as class representatives, and appointing Plaintiffs' counsel as class counsel;

b. An order of rescission of all contracts and agreements between the Lease Driver Plaintiffs and members of the putative Lease Driver Class and the EMI Defendants;

c. Recovery of all money and other valuable consideration paid by the Lease Driver Plaintiffs and members of the putative Lease Driver Class for the business opportunity, including security deposits, lease payments, and all other fees and expenses;

d. Treble the actual damages suffered by the Lease Driver Plaintiffs and members of the putative Lease Driver Class pursuant to 815 ILCS 602/5-120(b);

e. Interest at the rate of 10% per annum from the date of sale as provided by 815 ILCS 602/5-120(b);

f. An award of reasonable attorneys' fees and court costs as provided by 815 ILCS 602/5-120(b);

g. Disgorgement of all ill-gotten profits obtained by the EMI Defendants through their violations of the Illinois Business Opportunity Sales Law;

h. Such other and further relief as this Court deems just and proper.

COUNT III

Violations of the Truth-in-Leasing Act Lease Driver Plaintiffs, individually, and as Class Representatives of the other members of the Lease Driver Class v. EMI Defendants

270. The Lease Driver Plaintiffs incorporate by reference allegations 1-238 as though fully set forth herein.

271. The Truth-in-Leasing Act ("TILA"), 49 U.S.C. § 14704(a)(2), and its implementing regulations at 49 C.F.R. Part 376, govern the relationships between authorized motor carriers and equipment owners who lease their equipment to such carriers for transportation in interstate commerce.

272. Defendant Extra Mile International, Inc. ("EMI") is an "authorized carrier" as defined by 49 C.F.R. § 376.2(a), as it is engaged in the transport of freight as a motor carrier subject to USDOT motor carrier authority #MC-117146.

273. The Lease Driver Plaintiffs and members of the putative Lease Driver Class are "owners" within the meaning of 49 C.F.R. § 376.2(d)(2), as they had "without title, the right to exclusive use of equipment" during the term of their Equipment Lease Agreements with EMI. As

established by the U.S. District Court for the Northern District of Illinois, "The regulations define an owner as a person 'who, without title, has the right to exclusive use of equipment.' 49 C.F.R. § 376.2(d)(2). Plaintiff's unrebutted testimony at trial establishes that during the period that the tractor was in his possession, he used it to the exclusion of all others. Although Plaintiff did not have title to the tractor, he was an owner of the tractor under the [TILA] regulations." Bonkowski v. Z Transp., Inc., No. 00 C 5396, 2004 U.S. Dist. LEXIS 3534, at *6-7 (N.D. Ill. Mar. 4, 2004).

274. The commercial motor vehicles ("CMV equipment") leased to the Lease Driver Plaintiffs and members of the putative Lease Driver Class constitutes "equipment" within the meaning of 49 C.F.R. § 376.2(b), as they are motor vehicles used by EMI in the transportation of property for hire.

275. The Equipment Lease Agreement (Exhibit A) constitutes a "lease" within the meaning of 49 C.F.R. § 376.2(e), as it is a contract in which EMI granted the use of equipment to the Lease Driver Plaintiffs and members of the putative Lease Driver Class for a specified period for use in the regulated transportation of property, in exchange for compensation.

276. The EMI "Lease-to-Own" program operated through a two-part contractual structure (the "EMI LEASE CONTRACT") in which: a. First, through the Equipment Lease Agreement (Exhibit A), EMI leased CMV equipment to the Lease Driver Plaintiffs and members of the putative Lease Driver Class, who became "owners" within the meaning of 49 C.F.R. § 376.2(d)(2) by virtue of their exclusive right to use the equipment; and b. Second, through the Independent Contractor Agreement (Exhibit B), the Lease Driver Plaintiffs and members of the putative Lease Driver Class, as "owners," leased this same equipment back to EMI, the "authorized carrier," to be operated under EMI's USDOT motor carrier authority.

277. This structure of lease and lease-back of CMV equipment from the Lease Driver Plaintiffs and members of the putative Lease Driver Class to EMI as the authorized motor carrier falls squarely within the scope of TILA and its implementing regulations at 49 C.F.R. Part 376.

278. Pursuant to 49 C.F.R. § 376.12, the written lease between the Lease Driver Plaintiffs and members of the putative Lease Driver Class as "owners" and EMI as the "authorized carrier" was required to contain certain provisions, which "shall be adhered to and performed by the authorized carrier."

279. The EMI LEASE CONTRACT, consisting of the Equipment Lease Agreement (Exhibit A) and the Independent Contractor Agreement (Exhibit B), violated numerous substantive requirements of 49 C.F.R. § 376.12, as follows:

a. In violation of 49 C.F.R. § 376.12(f), the EMI LEASE CONTRACT failed to specify that payment to the Lease Driver Plaintiffs and members of the putative Lease Driver Class would be made within 15 days after submission of the necessary delivery documents for the authorized carrier to receive payment concerning a trip in the service of the authorized carrier;
b. In violation of 49 C.F.R. § 376.12(g), although the EMI LEASE CONTRACT based compensation on a percentage of "gross" freight load contracts, it failed to specify that EMI would give Lease Driver Plaintiffs and members of the putative Lease Driver Class a copy of the rated freight bill or other documentation used for a shipment before or at the time of settlement. The EMI LEASE CONTRACT further failed to specify that Lease Driver Plaintiffs and members of the putative Lease Driver Class were permitted to examine copies of the carrier's tariff or other documents from which rates and charges were computed, preventing Lease Driver Plaintiffs and members of the putative Lease Driver Class from evaluating whether they were paid correctly or whether the 20% chargeback for dispatch commission (Exhibit A, page 4) was valid;
c. In violation of 49 C.F.R. § 376.12(i), the EMI LEASE CONTRACT conditioned entry into the lease agreement on Lease Driver Plaintiffs' and members of the putative Lease Driver Class's mandatory use of EMI's designated vendors without providing any option to decline or opt out from these recurring charges, including: (i) required use of EMI dispatchers with a "service fee" of 20% of gross freight booking price for EMI dispatch services (Exhibit A, page 4); (ii) required use of ELD vendor service at $75 per week (Exhibit A, page 4); (iii) Cargo Insurance vendor at $300.00 per week (Exhibit A, page 4); (iv) Trailer insurance vendor at $45 per week (Exhibit A, page 4); (v) Bobtail insurance vendor at an unspecified monthly amount (Exhibit A, page 4), and Occupational Accident coverage vendor at $175.00 per month (Exhibit A, page 4);
d. In violation of 49 C.F.R. § 376.12(j), the EMI LEASE CONTRACT failed to properly address insurance requirements by: (1) failing to specify that EMI would provide a copy of each insurance policy upon request by the Lease Driver Plaintiffs and

members of the putative Lease Driver Class; (2) failing to specify that EMI would provide a certificate of insurance for each policy; (3) failing to specify the actual cost of each insurance policy; and (4) failing to identify the name of the insurer, policy number, effective dates, amounts and types of coverage, and deductible amounts for each type of coverage for which Lease Driver Plaintiffs and members of the putative Lease Driver Class may be liable;

e. In violation of 49 C.F.R. § 376.12(h) and (j)(3), the EMI LEASE CONTRACT failed to specify that EMI would provide written explanation and itemization of deductions for cargo or property damage before any such deductions are made. Instead, the IC Agreement (Exhibit B, Section XI "Chargebacks", items (1), (2), (3), (5), and (6)) permitted EMI to make unilateral deductions without providing Lease Driver Plaintiffs and members of the putative Lease Driver Class with the right to inspect documents supporting these chargebacks or prior written explanation. The EMI LEASE CONTRACT further failed to include any recitation as to how the amount of each chargeback item was to be computed, leaving Lease Driver Plaintiffs and members of the putative Lease Driver Class with no way to verify or challenge the accuracy of these deductions;

f. In violation of 49 C.F.R. § 376.12(h), the EMI LEASE CONTRACT failed to clearly specify all items that may be initially paid for by EMI but ultimately deducted from the Lease Driver Plaintiffs' and members of the putative Lease Driver Class's compensation at the time of payment or settlement, together with a recitation as to how the amount of each item was to be computed. Specifically, the EMI LEASE CONTRACT failed to specify the actual amounts to be deducted or how such amounts would be calculated for "Simplified Fuel Tax Distribution" (IFTA), the alleged $2,000.00 registration fee, $550 for Highway use tax fee (Exhibit A, page 3), and the "TBD" (to be determined) Bobtail insurance (Exhibit A, page 4). This lack of specificity allowed for unlawful, arbitrary deductions in violation of TILA and enabled EMI to deduct arbitrary amounts without any clear formula or calculation method disclosed to Lease Driver Plaintiffs and members of the putative Lease Driver Class;

g. In violation of 49 C.F.R. § 376.12(j)(3), the EMI LEASE CONTRACT included an impermissible prospective waiver of disputed chargeback items in Section XII of the IC Agreement (Exhibit B, "Accident Reports and Litigation"), requiring Lease Driver Plaintiffs and members of the putative Lease Driver Class to waive their right to dispute chargebacks before they occurred;

h. In violation of 49 C.F.R. § 376.12(k), the EMI LEASE CONTRACT included multiple impermissible provisions regarding escrow funds, including: (1) default forfeiture of escrow payments as a result of termination of the lease agreement for any reason (Exhibit A, "Walkaway Lease" page 3, "Surrender" page 6); (2) conditioning escrow payment refund on a unilateral 30-day notice of termination period (Exhibit B, Section III(5)); (3) failing to specify the quarterly interest rate to be paid on escrow funds; (4) failing to provide for any escrow interest payment; and (5) unlawfully characterizing the escrow refund period as a 45-day minimum waiting period rather than the 45-day maximum period required by regulation (Exhibit B, Section III(3)); and i. In violation of 49 C.F.R. § 376.12(l), EMI routinely failed to provide Lease Driver Plaintiffs and members of the putative Lease Driver Class with copies of their lease agreements upon request and failed to keep copies of the lease agreements on the equipment during the lease period.

280. These violations of 49 C.F.R. § 376.12 constitute violations of the Truth-in-Leasing Act, 49 U.S.C. § 14704(a)(2), which creates a private right of action for equipment owners to recover damages for violations of the TILA regulations.

281. In addition to these regulatory violations, EMI engaged in the following practices that further violated the TILA regulatory scheme: a. EMI routinely refused to provide Lease Driver Plaintiffs and members of the putative Lease Driver Class with copies of their rate confirmations in violation of 49 C.F.R. § 376.12(g), preventing Lease Driver Plaintiffs and members of the putative Lease Driver Class from verifying whether they were receiving the correct percentage of the gross booking price; b. EMI routinely failed to provide Lease Driver Plaintiffs and members of the putative Lease Driver Class with timely and accurate pay statements in violation of 49 C.F.R. § 376.12(h), preventing Lease Driver Plaintiffs and members of the putative Lease Driver Class from identifying and disputing improper deductions; c. EMI routinely made unexplained and unauthorized deductions from Lease Driver Plaintiffs' and members of the putative Lease Driver Class's compensation in violation of 49 C.F.R. § 376.12(h) and (j)(3); and d. EMI routinely failed to pay interest on escrow funds as required by 49 C.F.R. § 376.12(k)(5).

282. As a direct and proximate result of EMI's violations of the Truth-in-Leasing Act and its implementing regulations, the Lease Driver Plaintiffs and members of the putative Lease Driver Class have suffered substantial actual damages, including but not limited to: (a) the value of the lost freight rate information that would have been contained in the required rate confirmations that were never provided, preventing Lease Driver Plaintiffs from verifying whether they received the correct percentage of gross booking prices; (b) monetary amounts improperly deducted from compensation without the required documentation or explanation; (c) amounts paid for mandatory services that EMI was prohibited from requiring as a condition of the lease, including weekly dispatch service fees, ELD service fees, cargo insurance fees, trailer insurance fees, and occupational accident coverage fees; (d)

unpaid interest on escrow funds that EMI was required to pay under 49 C.F.R. § 376.12(k)(5); (e) security deposits improperly withheld in violation of the 45-day maximum refund period required by 49 C.F.R. § 376.12(k)(6); and (f) excess costs incurred due to EMI's inefficient routing and dispatch services that were misrepresented and for which EMI nonetheless charged a 20% dispatch fee of gross booking prices in violation of 49 C.F.R. § 376.12(i).

283. Pursuant to 49 U.S.C. § 14704(a)(2), Lease Driver Plaintiffs and members of the putative Lease Driver Class are entitled to recover the actual damages they sustained as a result of EMI's violations of the TILA regulations.

284. Pursuant to 49 U.S.C. § 14704(e), Lease Driver Plaintiffs and members of the putative Lease Driver Class are entitled to recover reasonable attorney's fees.

285. At all times material to this Amended Complaint, there existed such unity of interest and ownership between the Individual EMI Defendants (Boris Stojanovic, Maya Stojanovic, and Nicholas Mihailovic) and EMI that EMI was constructively an alter-ego of these individuals as evidenced by: their disclosed roles as Corporate President, Treasurer, Corporate Secretary, and Corporate Directors with EMI; their representation to the Lease Driver Plaintiffs as owners and co-founders of EMI; their shared responsibility for the direction, payment practices, deductions, and policies controlling the work of the Lease Driver Plaintiffs; and most tellingly, the disclosure in EMI's July 31, 2024 filings that despite operating a nationwide trucking operation with over 100 power units as disclosed with USDOT SAFER, EMI had issued 1,000 common shares with a par value of "0.000000" and paid-in-capital of only $10.00, while the equipment was leased from related entities also owned and controlled by the Individual EMI Defendants with similarly minimal capitalization.

286. Adherence to the fiction of separate corporate existence would likely produce an unjust or inequitable result, as the relationships between EMI, EMI Management, Inc., Equip

Lease, LLC, Marnik Logistics, Inc., and Revive Truck Center, LLC do not reflect independent business judgment between the entities but rather a coordinated enterprise controlled by the Individual EMI Defendants. Each of these related entities similarly reflected a lack of paid-in capital and corporate formalities, with Marnik Logistics showing only $100 in paid-in capital despite leasing equipment to EMI, and Equip Lease, LLC being managed by EMI Management with the same minimal capitalization of $10 and the same principal business address. These carefully structured arrangements allowed the Individual EMI Defendants to shield assets while personally directing and benefiting from the systematic violations of law perpetrated against the Lease Driver Plaintiffs.

WHEREFORE, the Lease Driver Plaintiffs, individually and on behalf of the members of the putative Lease Driver Class, respectfully request that the Court enter judgment against the EMI Defendants, jointly and severally, as follows:

a. An order certifying the Lease Driver Class as defined above, appointing the Lease Driver Plaintiffs as class representatives, and appointing Plaintiffs' counsel as class counsel;

b. An award of all actual damages suffered by the Lease Driver Plaintiffs and members of the putative Lease Driver Class as a result of EMI's violations of the Truth-in-Leasing Act;

c. An award of reasonable attorneys' fees and costs as provided by 49 U.S.C. § 14704(e);

d. Pre-judgment and post-judgment interest to the extent permitted by law; and

e. Such other and further relief as this Court deems just and proper.

COUNT IV
Breach of Contract
Lease Driver Plaintiffs, individually, and as Class Representatives of the other members of the Lease Driver Class v. EMI Defendants

287. The Lease Driver Plaintiffs incorporate by reference allegations 1-238 as though fully set forth herein.

288. The Lease Driver Plaintiffs and members of the putative Lease Driver Class entered into valid and enforceable contracts with EMI through the EMI LEASE CONTRACT, consisting of the Equipment Lease Agreement (Exhibit A) and the Independent Contractor Agreement (Exhibit B).

289. The Truth-in-Leasing Act ("TILA") and its implementing regulations at 49 C.F.R. § 376.12 required certain provisions to be included in the EMI LEASE CONTRACT, and these required provisions were constructively incorporated into the EMI LEASE CONTRACT as a matter of law and public policy.

290. Among the terms incorporated into the EMI LEASE CONTRACT by operation of TILA regulations were requirements that: a. EMI would make payment to the Lease Driver Plaintiffs and members of the putative Lease Driver Class within 15 days after submission of the necessary delivery documents (49 C.F.R. § 376.12(f)); b. EMI would provide the Lease Driver Plaintiffs and members of the putative Lease Driver Class with copies of rated freight bills or other documentation before or at the time of settlement (49 C.F.R. § 376.12(g)); c. EMI would not require the Lease Driver Plaintiffs and members of the putative Lease Driver Class to purchase products, equipment, or services from EMI as a condition of entering into the lease (49 C.F.R. § 376.12(i)); d. EMI would provide copies of insurance policies and certificates of insurance for any insurance purchased through EMI (49 C.F.R. § 376.12(j)); e. EMI would provide written explanation and itemization of any deductions for cargo or property damage before making such deductions (49 C.F.R. § 376.12(j)(3)); f. EMI would clearly specify all items that may be initially paid by EMI but ultimately deducted from compensation, together with a recitation of how each item would be computed (49 C.F.R. § 376.12(h)); g. EMI would pay interest on escrow funds (49 C.F.R. § 376.12(k)(5)); and h. EMI would return escrow funds within 45 days from the date of termination (49 C.F.R. § 376.12(k)(6)).

291. In addition to these constructively incorporated terms, the EMI LEASE CONTRACT explicitly provided that the Lease Driver Plaintiffs and members of the putative Lease Driver Class would receive: a. Payment of 80% or 88% of the gross booking price for freight loads hauled, depending on the specific agreement; b. The ability to end the lease agreement with a two-week notice period; and c. A refundable security deposit of $2,000, subject to the notice period requirement.

292. The Lease Driver Plaintiffs and members of the putative Lease Driver Class performed all of their obligations under the EMI LEASE CONTRACT by: a. Accepting delivery of the leased CMV equipment; b. Paying or assuming financial obligation for the security deposit and other required expenses; c. Operating the leased CMV equipment exclusively for EMI under EMI's USDOT motor carrier authority; and d. Transporting freight loads as dispatched by EMI.

293. EMI breached the EMI LEASE CONTRACT in numerous ways, including but not limited to: a. Failing to pay the Lease Driver Plaintiffs and members of the putative Lease Driver Class within 15 days after submission of necessary delivery documents; b. Failing to provide the Lease Driver Plaintiffs and members of the putative Lease Driver Class with copies of rated freight bills or other documentation before or at the time of settlement; c. Requiring the Lease Driver Plaintiffs and members of the putative Lease Driver Class to purchase products, equipment, and services from EMI or EMI-selected vendors as a condition of the lease; d. Failing to provide copies of insurance policies and certificates of insurance for insurance purchased through EMI; e. Making deductions for cargo or property damage without providing written explanation and itemization; f. Making arbitrary and unexplained deductions from compensation; g. Failing to pay interest on escrow funds; h. Failing to return security deposits within 45 days from termination; i. Failing to pay the agreed-upon percentage (80% or 88%) of the gross booking price for freight loads hauled; and j. Refusing to honor the refundable nature of the security deposit, even when proper notice was given.

294. At all times material to this Amended Complaint, there existed such unity of interest and ownership between the Individual EMI Defendants (Boris Stojanovic, Maya Stojanovic, and Nicholas Mihailovic) and EMI that EMI was constructively an alter-ego of these individuals as evidenced by: their disclosed roles as Corporate President, Treasurer, Corporate Secretary, and Corporate Directors with EMI; their representation to the Lease Driver Plaintiffs as owners and co-founders of EMI; their shared responsibility for the direction, payment practices, deductions, and policies controlling the work of the Lease Driver Plaintiffs; and most tellingly, the disclosure in EMI's July 31, 2024 filings that despite operating a nationwide trucking operation with over 100 power units as disclosed with USDOT SAFER, EMI had issued 1,000 common shares with a par value of "0.000000" and paid-in-capital of only $10.00, while the equipment was leased from related entities also owned and controlled by the Individual EMI Defendants with similarly minimal capitalization.

295. Adherence to the fiction of separate corporate existence would likely produce an unjust or inequitable result, as the relationships between EMI, EMI Management, Inc., Equip Lease, LLC, Marnik Logistics, Inc., and Revive Truck Center, LLC do not reflect independent business judgment between the entities but rather a coordinated enterprise controlled by the Individual EMI Defendants. Each of these related entities similarly reflected a lack of paid-in capital and corporate formalities, with Marnik Logistics showing only $100 in paid-in capital despite leasing equipment to EMI, and Equip Lease, LLC being managed by EMI Management with the same minimal capitalization of $10 and the same principal business address. These carefully structured arrangements allowed the Individual EMI Defendants to shield assets while personally directing and benefiting from the systematic violations of law perpetrated against the Lease Driver Plaintiffs.

296. As a direct and proximate result of EMI's breaches of contract, the Lease Driver Plaintiffs and members of the putative Lease Driver Class have suffered substantial actual damages, including but not limited to: a. Lost income due to EMI's failure to pay the agreed-upon percentage

of the gross booking price for freight loads hauled; b. Amounts improperly deducted from compensation without proper documentation or explanation; c. Amounts paid for mandatory services that EMI improperly required as a condition of the lease; d. Unpaid interest on escrow funds that EMI was contractually obligated to pay; e. Security deposits improperly withheld beyond the maximum 45-day refund period; f. Excess costs incurred due to EMI's inefficient routing and dispatch services for which EMI nonetheless charged a 20% dispatch fee of gross booking prices; and g. Additional payments imposed under the notice period provision when Lease Driver Plaintiffs attempted to terminate their agreements due to EMI's prior material breaches.

WHEREFORE, the Lease Driver Plaintiffs, individually and on behalf of the members of the putative Lease Driver Class, respectfully request that the Court enter judgment against the EMI Defendants, jointly and severally, as follows:

a. An order certifying the Lease Driver Class as defined above, appointing the Lease Driver Plaintiffs as class representatives, and appointing Plaintiffs' counsel as class counsel;

b. An award of all actual damages suffered by the Lease Driver Plaintiffs and members of the putative Lease Driver Class as a result of EMI's breaches of contract;

c. Pre-judgment and post-judgment interest to the extent permitted by law;

d. An award of costs incurred in bringing this action; and

e. Such other and further relief as this Court deems just and proper.

COUNT V
Violations of the Illinois Wage Payment and Collection Act (IWPCA)
Lease Driver Plaintiffs, individually, and as Class Representatives of the other members of the Lease Driver Class v. EMI Defendants

297. The Lease Driver Plaintiffs incorporate by reference allegations 1-238 as though fully set forth herein.

298. Each of Defendant Extra Mile's respective individual contracts with the Lease Driver Plaintiffs and members of the putative Lease Driver Class, consisting of the Equipment Lease

Agreement (Exhibit A) and the Independent Contractor Agreement (Exhibit B) (collectively, the "EMI LEASE CONTRACT"), constituted agreements for wages as defined by the IWPCA. 820 ILCS 115/2.

299. Pursuant to the EMI LEASE CONTRACT, Defendant Extra Mile was the employer of the Lease Driver Plaintiffs and the members of the putative Lease Driver Class, and each were an "employee" of EMI as defined by the IWPCA. 820 ILCS 115/2.

300. Despite the adhesive recitation of "independent contractor" status drafted by EMI in the IC Agreement (Ex. B, pg 4. II(2)), the Lease Driver Plaintiffs and members of the putative Lease Driver Class were misclassified and were in fact employees of EMI under the IWPCA's ABC test because: a. The Lease Driver Plaintiffs and members of the putative Lease Driver Class were not free from EMI's control and direction over the performance of their work; b. The Lease Driver Plaintiffs and members of the putative Lease Driver Class did not perform work outside the usual course of EMI's business; and c. The Lease Driver Plaintiffs and members of the putative Lease Driver Class were not engaged in independently established trades, occupations, professions, or businesses.

301. The expenses incurred by the Lease Driver Plaintiffs and members of the putative Lease Driver Class related to repair of EMI's equipment were incurred within the scope of their employment with EMI and were directly related to the services performed for EMI and therefore constituted "necessary expenditures" as defined by Section 9.5 of the IWPCA and were owed the same as earned wages. 820 ILCS 115/9.5.

302. At all times material to this Amended Complaint, Section 9 of the IWPCA commanded in relevant part: "[D]eductions by employers from wages or final compensation are prohibited unless such deductions are (1) required by law; (2) to the benefit of the employee; (3) in response to a valid wage assignment or wage deduction order; (4) made with the express written consent of the employee, given freely at the time the deduction is made[];" 820 ILCS 115/9.

303. At all times material to this Amended Complaint, the Illinois Department of Labor ("IDOL") promulgated regulations interpreting the application of IWPCA Section 9, which included the following regulations: a. 56 Ill. Admin. Code § 300.820 ("Damaged Property"): A financial loss suffered by an employer due to damage to his/her property or to that of a customer or client shall not be deducted from an employee's pay unless the employee's expressed written consent is given freely at the time the deduction is made. b. 56 Ill. Admin. Code § 300.850 ("Equipment Required by an Employer") An employer shall not deduct the cost of equipment required by the employer or by law from an employee's wages or final compensation unless the employee's express written consent is given freely at the time the deduction is made. c. 56 Ill. Admin. Code § 300.870 ("Deposit") An employer may request that a deposit be paid on a particular piece of property, but such a deposit shall not be deducted from the employee's wages or final compensation unless the employee's express written consent is given freely at the time the deduction is made. d. 56 Ill. Admin. Code § 300.880 ("Conditions of Return of Deposit") A deposit must be returned to the employee, along with any final compensation, provided the employee has returned the property on which the deposit was paid. e. 56 Ill. Admin. Code § 300.890 ("Time for Return of Deposit") If property is returned after all other final compensation has been paid, the deposit on the property must be given to the employee immediately upon return of the property, if possible, but in no case later than the next payday.

304. From August 22, 2014 to March 30, 2023, IDOL had promulgated 56 Ill. Admin. Code § 300.720(b) ("Written Agreement Authorizing Deductions") which required recurring deductions to only be authorized for a specified period of time and to include an option for the employee to voluntarily withdrawal from the deduction, as follows: "When a deduction is to continue over a period of time and the written agreement provides for that period of time, provides for the same amount of deduction each period and allows for voluntary withdrawal for the deduction, the agreement shall be considered to be given freely at the time the deduction is made."

305. Beginning of March 31, 2023, IDOL amended 56 Ill. Admin. Code § 300.720(b) ("Written Agreement Authorizing Deductions"), to expressly prohibit recurring deductions that continued for a period beyond six months, as follows, "When a deduction is to continue over a defined duration of time and the written agreement provides for that defined duration of time and provides for the same amount of deduction each pay period, the agreement shall be considered to be given freely at the time the deduction is made. No agreements for a defined duration of time shall last longer than six months."

306. At all times material to this Amended Complaint IDOL had promulgated 56 Ill. Admin. Code § 300.720(b) ("Payment of Wages"), interpreting the meaning of "voluntary": "It is not voluntary in fact if the employee is given to understand, or led to believe, that it is a condition for hire or maintenance of his or her present working conditions, or if continuance of his or her employment would be adversely affected by non-acceptance."

307. Defendant Extra Mile routinely violated Section 9 of the IWPCA by making mandatory deductions from the earned wages and final compensation of the Lease Driver Plaintiffs and members of the putative Lease Driver Class without proper written authorization at the time the deductions were made and without providing any opportunity to opt-out or decline these deductions. These mandatory deductions, which directly resulted in the failure to timely pay their full earned wages and final compensation, included: a. Mandatory EMI dispatch service fee deduction of 20% of gross freight booking price (Exhibit A, page 4), which significantly reduced weekly earnings with no option to decline or use alternative dispatching services; b. Mandatory ELD vendor service deduction of $75 per week (Exhibit A, page 4), imposed without consent or option to use an alternative ELD provider; c. Mandatory Cargo Insurance deduction of $300-$350 per week (Exhibit A, page 4), with no opportunity to obtain cargo insurance from a different provider at a potentially lower cost; d. Mandatory Trailer insurance deduction of $45 per week (Exhibit A, page 4), imposed without option

to decline or obtain from an alternative provider; e. Mandatory Bobtail insurance deduction at an unspecified monthly amount listed as "TBD" (to be determined) (Exhibit A, page 4), providing no transparency about the actual cost or how it would be calculated; f. Mandatory Occupational Accident coverage deduction of $175 per month (Exhibit A, page 4), imposed as a substitute for workers' compensation coverage that EMI was legally obligated to provide to employees; g. Mandatory quarterly IFTA (International Fuel Tax Agreement) tax deduction assessed at $150 without proper disclosure of calculation method; h. Mandatory annual highway use and registration fees, assessed in installments without proper disclosure or consent; i. Deducting $500 fines for loads not completed for any reason (Exhibit A, page 3), which directly reduced the weekly earnings of Lease Driver Plaintiffs, often bringing their net pay below zero and causing them to "go into the hole" financially with EMI; j. Deducting $300 fines for logbook or ELD violations without proper documentation or consent, which directly reduced the amount of timely weekly pay received; k. Imposing "late fees" and other punitive charges that directly reduced earned wages and were never authorized with express written consent; l. Deducting purported costs for alleged equipment damage without providing written explanation, itemization, or obtaining prior written consent, in violation of 56 Ill. Admin. Code § 300.820; m. Deducting inflated costs for maintenance and repairs that should have been EMI's responsibility, without proper documentation or consent, which significantly reduced weekly pay; n. Unlawfully retaining the $2,000 security deposit from final compensation upon termination of the EMI LEASE CONTRACT, even when Lease Driver Plaintiffs properly returned all equipment, in direct violation of 56 Ill. Admin. Code § 300.880 and § 300.890; and o. Imposing additional punitive deductions against Lease Driver Plaintiffs who attempted to terminate their relationship with EMI, which directly resulted in the failure to pay full final compensation.

308. None of these deductions were: a. Required by law; b. To the benefit of the Lease Driver Plaintiffs and members of the putative Lease Driver Class; c. In response to a valid wage

assignment or wage deduction order; or d. Made with the express written consent of the Lease Driver Plaintiffs and members of the putative Lease Driver Class, given freely at the time the deductions were made.

309. The mandatory nature of these deductions violated 56 Ill. Admin. Code § 300.720(b), which provides that deductions are not "voluntary" if "the employee is given to understand, or led to believe, that it is a condition for hire or maintenance of his or her present working conditions, or if continuance of his or her employment would be adversely affected by non-acceptance." Here, the EMI LEASE CONTRACT expressly conditioned participation in the "Lease-to-Own" program on acceptance of all these mandatory deductions, with no option to decline or opt-out.

310. These mandatory ongoing deductions also violated 56 Ill. Admin. Code § 300.720(b) because they: a. Did not allow for voluntary withdrawal from the deductions; b. Did not provide for a defined duration of time that was less than six months; and c. In many cases, such as the "TBD" Bobtail insurance, did not even specify the same amount of deduction each pay period.

311. As a direct result of these unlawful deductions, EMI violated: a. Section 3 of the IWPCA, 820 ILCS 115/3, by failing to pay all wages earned by the Lease Driver Plaintiffs and members of the putative Lease Driver Class at least semi-monthly (every 14 days); b. Section 4 of the IWPCA, 820 ILCS 115/4, by failing to pay all wages earned by the Lease Driver Plaintiffs and members of the putative Lease Driver Class who were paid on a weekly basis no later than the week following the end of the pay period in which the wages were earned; and c. Section 5 of the IWPCA, 820 ILCS 115/5, by failing to pay all wages earned by the Lease Driver Plaintiffs and members of the putative Lease Driver Class upon separation, no later than the next regularly scheduled payday following separation.

312. EMI's practice of making these unlawful deductions was particularly harmful to the Lease Driver Plaintiffs and members of the putative Lease Driver Class because: a. The mandatory

service deductions alone (dispatch, ELD, insurance, etc.) typically exceeded $1,000 per week before accounting for truck and trailer lease payments, fuel costs, and other operating expenses; b. These substantial mandatory deductions frequently consumed the majority of gross earnings, leaving Lease Driver Plaintiffs with minimal to negative net pay; c. The cumulative effect of these deductions over time created artificial "debts" to EMI that were carried forward to subsequent pay periods, further reducing timely payment of earned wages; d. When Lease Driver Plaintiffs terminated their relationship with EMI, these accumulated deductions, combined with the unlawful retention of the $2,000 security deposit, often resulted in complete failure to pay any final compensation; and e. The economic burden of these mandatory deductions created financial coercion that prevented many Lease Driver Plaintiffs from asserting their rights or terminating their relationship with EMI.

313. Defendant Extra Mile never provided any documentation to the Lease Driver Plaintiffs and members of the putative Lease Driver Class to "opt-out" of these wage deductions, as would be required under 56 Ill. Admin. Code § 300.720(b).

314. Defendant Extra Mile never provided any documentation to the Lease Driver Plaintiffs and members of the putative Lease Driver Class specifying any defined period for applicable deductions, as required by 56 Ill. Admin. Code § 300.720(b).

315. Defendant Extra Mile never exercised its right to appeal to the Illinois Department of Labor to make any deductions against the wages of the Lease Driver Plaintiffs and members of the putative Lease Driver Class. 820 ILCS 115/9.

316. The Individual EMI Defendants were each personally involved in the management, supervision, implementation and approval of and knowingly permitted these unlawful pay practices, including the unlawful deductions that directly resulted in the failure to timely pay earned wages and final compensation to the Lease Driver Plaintiffs and members of the putative Lease Driver Class.

317. The Individual EMI Defendants were therefore each statutory employers of the Lease Driver Plaintiffs and members of the putative Lease Driver Class as defined by the IWPCA. 820 ILCS 115/2; 820 ILCS 115/13.

318. Section 14(a) of the IWPCA permits prevailing plaintiffs to recover the amount of any wages that are not timely paid and damages of 5% of the amount of any such underpayments for each month following the date of payment during which such underpayments remain unpaid, with recovery of costs and all reasonable attorney's fees. 820 ILCS 115/14(a).

WHEREFORE, the Lease Driver Plaintiffs, individually and on behalf of the members of the putative Lease Driver Class, respectfully request that the Court enter judgment against the EMI Defendants, jointly and severally, as follows:

A. An order certifying the Lease Driver Class as defined above, appointing the Lease Driver Plaintiffs as class representatives, and appointing Plaintiffs' counsel as class counsel;

B. Payment of all unpaid earned wages and final compensation to the Lease Driver Plaintiffs and members of the putative Lease Driver Class;

C. Statutory prejudgment interest in the amount of 5% per month for every month Defendants failed to timely pay wages to the Lease Driver Plaintiffs and members of the putative Lease Driver Class for each month these wages remain unpaid;

D. An award of statutory reasonable attorneys' fees and costs as provided by 820 ILCS 115/14(a); and

E. Any other relief this Court deems just and necessary.

COUNT VI

Violations of the Illinois Paid Leave for All Workers Act (PLAWA)
Lease Driver Plaintiffs (except Plaintiff Hawes), individually, and as Class Representatives of the other members of the Lease Driver PLAWA Subclass v. EMI Defendants

319. The Lease Driver Plaintiffs (except Plaintiff Hawes) incorporate by reference allegations 1-238 as though fully set forth herein.

320. The Illinois Paid Leave for All Workers Act ("PLAWA"), 820 ILCS 192/1 et seq., became effective on January 1, 2024, and provides that employees who work in Illinois are entitled to earn and use up to 40 hours of paid leave during a 12-month period, accruing at the rate of one hour of paid leave for every 40 hours worked. 820 ILCS 192/15(a)-(b).

321. Under PLAWA, the term "Employee" has the same application and meaning as provided in Sections 1 and 2 of the Illinois Wage Payment and Collection Act. 820 ILCS 192/10.

322. Under PLAWA, the term "Employer" has the same application and meaning as provided in Sections 1 and 2 of the Illinois Wage Payment and Collection Act. 820 ILCS 192/10.

323. Despite the adhesive recitation of "independent contractor" status drafted by EMI in the IC Agreement (Ex. B, pg 4. II(2)), the Lease Driver Plaintiffs (except Plaintiff Hawes) and members of the putative Lease Driver PLAWA Subclass were misclassified and were in fact employees of EMI under the IWPCA's ABC test because: a. The Lease Driver Plaintiffs (except Plaintiff Hawes) and members of the putative Lease Driver PLAWA Subclass were not free from EMI's control and direction over the performance of their work; b. The Lease Driver Plaintiffs (except Plaintiff Hawes) and members of the putative Lease Driver PLAWA Subclass did not perform work outside the usual course of EMI's business; and c. The Lease Driver Plaintiffs (except Plaintiff Hawes) and members of the putative Lease Driver PLAWA Subclass were not engaged in independently established trades, occupations, professions, or businesses.

324. As employees who worked in Illinois, the Lease Driver Plaintiffs (except Plaintiff Hawes) and members of the putative Lease Driver PLAWA Subclass were entitled to the benefits of PLAWA beginning on January 1, 2024, the effective date of the statute.

325. Under PLAWA, paid leave begins to accrue at the commencement of employment or on the effective date of the Act, whichever is later, and employees are entitled to begin using paid

leave 90 days following commencement of their employment or 90 days following the effective date of the Act, whichever is later. 820 ILCS 192/15(g).

326. For Lease Driver Plaintiffs (except Plaintiff Hawes) and members of the putative Lease Driver PLAWA Subclass who were employed by EMI on January 1, 2024, paid leave began accruing on January 1, 2024, and they were entitled to use such leave beginning on April 1, 2024 (90 days after the effective date of PLAWA).

327. For Lease Driver Plaintiffs and members of the putative Lease Driver PLAWA Subclass who commenced employment with EMI after January 1, 2024, paid leave began accruing at the commencement of their employment, and they were entitled to use such leave 90 days following the commencement of their employment.

328. EMI failed to provide the Lease Driver Plaintiffs (except Plaintiff Hawes) and members of the putative Lease Driver PLAWA Subclass with the paid leave required by PLAWA in several ways, including: a. Failing to inform the Lease Driver Plaintiffs (except Plaintiff Hawes) and members of the putative Lease Driver PLAWA Subclass of their rights to paid leave under PLAWA; b. Failing to track and accrue paid leave for the Lease Driver Plaintiffs (except Plaintiff Hawes) and members of the putative Lease Driver PLAWA Subclass as required under PLAWA; c. Failing to establish any policy or procedure by which the Lease Driver Plaintiffs (except Plaintiff Hawes) and members of the putative Lease Driver PLAWA Subclass could request or use paid leave; d. Failing to post notices summarizing the requirements of PLAWA as required by 820 ILCS 192/20(d); e. Failing to include information about PLAWA in any written document, employee manual, or policy provided to the Lease Driver Plaintiffs (except Plaintiff Hawes) and members of the putative Lease Driver PLAWA Subclass as required by 820 ILCS 192/20(d); f. Failing to make and preserve records documenting hours worked, paid leave accrued and taken, and remaining paid leave balance for the Lease Driver Plaintiffs (except Plaintiff Hawes) and members of the putative Lease Driver PLAWA

Subclass as required by 820 ILCS 192/20(a); and g. Failing to provide notice of the amount of paid leave accrued or used by the Lease Driver Plaintiffs (except Plaintiff Hawes) and members of the putative Lease Driver PLAWA Subclass upon request as required by 820 ILCS 192/20(a).

329. EMI's unlawful misclassification of the Lease Driver Plaintiffs (except Plaintiff Hawes) and members of the putative Lease Driver PLAWA Subclass as independent contractors served as a device to avoid EMI's obligations under PLAWA.

330. By failing to provide paid leave as required by PLAWA, EMI denied the Lease Driver Plaintiffs (except Plaintiff Hawes) and members of the putative Lease Driver PLAWA Subclass the monetary value of the paid leave to which they were entitled under the law.

331. At all times material to this Amended Complaint, there existed such unity of interest and ownership between the Individual EMI Defendants (Boris Stojanovic, Maya Stojanovic, and Nicholas Mihailovic) and EMI that EMI was constructively an alter-ego of these individuals as evidenced by: their disclosed roles as Corporate President, Treasurer, Corporate Secretary, and Corporate Directors with EMI; their representation to the Lease Driver Plaintiffs as owners and co-founders of EMI; their shared responsibility for the direction, payment practices, deductions, and policies controlling the work of the Lease Driver Plaintiffs; and most tellingly, the disclosure in EMI's July 31, 2024 filings that despite operating a nationwide trucking operation with over 100 power units as disclosed with USDOT SAFER, EMI had issued 1,000 common shares with a par value of "0.000000" and paid-in-capital of only $10.00, while the equipment was leased from related entities also owned and controlled by the Individual EMI Defendants with similarly minimal capitalization.

332. Adherence to the fiction of separate corporate existence would likely produce an unjust or inequitable result, as the relationships between EMI, EMI Management, Inc., Equip Lease, LLC, Marnik Logistics, Inc., and Revive Truck Center, LLC do not reflect independent business judgment between the entities but rather a coordinated enterprise controlled by the Individual EMI

Defendants. Each of these related entities similarly reflected a lack of paid-in capital and corporate formalities, with Marnik Logistics showing only $100 in paid-in capital despite leasing equipment to EMI, and Equip Lease, LLC being managed by EMI Management with the same minimal capitalization of $10 and the same principal business address. These carefully structured arrangements allowed the Individual EMI Defendants to shield assets while personally directing and benefiting from the systematic violations of law perpetrated against the Lease Driver Plaintiffs.

333. As a direct and proximate result of EMI's violations of PLAWA, the Lease Driver Plaintiffs (except Plaintiff Hawes) and members of the putative Lease Driver PLAWA Subclass have suffered damages in the form of unpaid leave time to which they were entitled, amounting to approximately one hour of paid leave for every 40 hours worked since January 1, 2024, up to a maximum of 40 hours per employee per 12-month period.

334. Pursuant to 820 ILCS 192/30(b), an employer that violates PLAWA "is liable to any affected employee for damages in the form of the actual underpayment, compensatory damages, and a penalty of not less than $500 and no more than $1,000."

335. Additionally, pursuant to 820 ILCS 192/30(b), employees are "entitled to such equitable relief as may be appropriate, in addition to reasonable attorney's fees; reasonable expert witness fees, and other costs of the action, which shall be paid by the employer to the employee."

WHEREFORE, the Lease Driver Plaintiffs (except Plaintiff Hawes), individually and on behalf of the members of the putative Lease Driver PLAWA Subclass, respectfully request that the Court enter judgment against the EMI Defendants, jointly and severally, as follows:

A. An order certifying the Lease Driver PLAWA Subclass as defined above, appointing the Lease Driver Plaintiffs (except Plaintiff Hawes) as class representatives, and appointing Plaintiffs' counsel as class counsel;

B. A penalty of not less than $500 for each Lease Driver Plaintiff (except Plaintiff Hawes) and each member of the putative Lease Driver PLAWA Subclass;

C. Disgorgement of profits the EMI Defendants unlawfully retained by failing to provide paid leave as required by PLAWA;

D. An award of reasonable attorney's fees, reasonable expert witness fees, and other costs of the action as provided by 820 ILCS 192/30(b);

E. Pre-judgment and post-judgment interest to the extent permitted by law; and

F. Such other and further relief as this Court deems just and proper.

COUNT VII
Common Law Conspiracy
Lease Driver Plaintiffs, individually, and as Class Representatives of the other members of the Lease Driver Class v. All Defendants

336. The Lease Driver Plaintiffs incorporate by reference allegations 1-238 as though fully set forth herein.

337. Defendants Boris Stojanovic, Maya Stojanovic, Nicholas Mihailovic, Katerina Cikalova, EMI, EMI Management, Inc., Phoenix ELD LLC, and KCC Consulting, Inc. (collectively, "EMI Conspiracy Defendants") conspired for the unlawful purpose of profiting from the systemic violation of employment and consumer protection laws in Illinois, including the IWPCA, ICFA, IBOSL, and TILA, towards the Lease Driver Plaintiffs and members of the putative Lease Driver Class, and from the conversion of earned wages from its drivers, including the Lease Driver Plaintiffs and members of the putative Lease Driver Class.

338. In the alternative, the EMI Conspiracy Defendants conspired for the lawful purpose of operating a trucking business but used unlawful means to achieve that purpose, including fraudulent misrepresentations, violations of TILA regulations, violations of the IWPCA, fraudulent and deceptive business practices, and the knowingly unlawful falsification of hours of service records.

339. Defendant Boris Stojanovic undertook the following overt acts in furtherance of the civil conspiracy: a. Creating, approving, and implementing the fraudulent "Lease-to-Own" business opportunity program with deceptive advertising claiming "$0.00 DOWN," "BE YOUR OWN BOSS," and weekly gross earnings of "$7,000-$15,000"; b. Approving and implementing the EMI LEASE CONTRACT with unlawful provisions in violation of TILA and terms designed to exploit the Lease Driver Plaintiffs; c. Directing and approving the establishment of the artificially undercapitalized corporate structure of EMI with only $10.00 in paid-in capital despite operating a nationwide trucking operation; d. Approving and implementing the unlawful hours of service falsification scheme with Phoenix ELD to compensate for EMI's inability to provide the promised earnings through legal dispatch practices; e. Personally authorizing the unlawful deductions and retention of security deposits from the Lease Driver Plaintiffs; and f. Filing verified pleadings in Illinois courts claiming the enforceability of the two-week "notice provision" against former lease drivers.

340. Defendant Maya Stojanovic undertook the following overt acts in furtherance of the civil conspiracy: a. Managing EMI's accounting operations and approving the unlawful deductions from Lease Driver Plaintiffs' earnings; b. Participating in and approving the fraudulent recruitment advertising for the "Lease-to-Own" program; c. Overseeing the retention of security deposits and the application of punitive fees; and d. Directing the systematic withholding of rate confirmations and proper pay statements from Lease Driver Plaintiffs.

341. Defendant Nicholas Mihailovic undertook the following overt acts in furtherance of the civil conspiracy: a. Personally recruiting Lease Driver Plaintiffs with knowing misrepresentations about the "Lease-to-Own" program; b. Filming recruitment videos making false claims about being able to "build passive income" through the "Lease-to-Own" program; c. Managing and directing Marnik Logistics, Inc. to lease equipment to EMI at inflated rates that would be passed on to Lease Driver Plaintiffs; d. Establishing, managing, and directing Revive Truck Center, LLC as the

"preferred" repair center for EMI vehicles, creating a scheme to charge inflated repair costs to Lease Driver Plaintiffs; and e. Coordinating with Phoenix ELD to implement the hours of service falsification scheme.

342. Defendant Katerina Cikalova undertook the following overt acts in furtherance of the civil conspiracy: a. Designing, implementing, and coordinating the ELD falsification scheme with Phoenix ELD as EMI's Safety Director; b. Training dispatchers to require drivers to communicate about hours of service violations through Telegram to enable remote deletion of evidence; c. Implementing rules and policies that controlled nearly every aspect of Lease Driver Plaintiffs' work while maintaining the false pretense that they were "independent contractors"; d. Simultaneously serving as Safety Director for multiple motor carriers while concealing these conflicts of interest; and e. Creating and enforcing punitive fines and deductions against Lease Driver Plaintiffs for alleged rule violations.

343. Defendant EMI undertook the following overt acts in furtherance of the civil conspiracy: a. Creating and disseminating fraudulent advertising with false earnings claims across multiple online platforms; b. Implementing the EMI LEASE CONTRACT with terms that violated TILA regulations and were designed to exploit Lease Driver Plaintiffs; c. Requiring the use of mandatory "wrap-around" services as a condition of the lease in violation of TILA regulations; d. Imposing and collecting unlawful deductions from Lease Driver Plaintiffs' earned wages; and e. Systematically refusing to provide copies of rate confirmations, accurate pay statements, and lease agreements to Lease Driver Plaintiffs.

344. Defendant EMI Management, Inc. undertook the following overt acts in furtherance of the civil conspiracy: a. Owning and controlling Equip Lease, LLC, which leased commercial motor vehicles to EMI at inflated rates that were passed on to Lease Driver Plaintiffs; b. Maintaining minimal capitalization while participating in the scheme to siphon profits from the exploitation of Lease Driver

Plaintiffs; and c. Sharing officers, directors, and a principal business address with EMI to facilitate the coordinated enterprise.

345. Defendant Phoenix ELD LLC undertook the following overt acts in furtherance of the civil conspiracy: a. Designing and implementing an ELD system that enabled the systematic falsification of hours of service records in violation of USDOT regulations; b. Actively participating in the hours of service falsification scheme by remotely manipulating ELD records to conceal violations; c. Using Telegram messaging to coordinate the deletion of evidence of hours of service violations; and d. Charging fees to Lease Driver Plaintiffs for an ELD service specifically designed to facilitate regulatory violations.

346. Defendant KCC Consulting, Inc. undertook the following overt acts in furtherance of the civil conspiracy: a. Providing "safety consulting" services through Defendant Cikalova that paradoxically facilitated the systematic violation of safety regulations; b. Participating in the coordination of the hours of service falsification scheme; and c. Receiving compensation derived from fees charged to Lease Driver Plaintiffs for services that undermined rather than enhanced safety compliance.

347. Pursuant to and in furtherance of their unlawful conspiracy, the EMI Conspiracy Defendants committed multiple related acts of fraud, deception, conversion, and violation of statutory laws in Illinois against the Lease Driver Plaintiffs and the members of the putative Lease Driver Class, including: a. Misrepresenting the "Lease-to-Own" program as a legitimate business opportunity when it was designed from the outset to exploit drivers; b. Falsely advertising "$0.00 DOWN" and "$0.00 UPFRONT COST" when substantial payments were required; c. Falsely representing that Lease Driver Plaintiffs could "BE YOUR OWN BOSS" when EMI exercised near-total control over all aspects of their work; d. Deceptively advertising weekly gross earnings of "$7,000-$15,000" with "BIG PROFITS" when such earnings were not typically achievable through legal means; e. Coordinating a

scheme to falsify hours of service records to compensate for EMI's inability to provide the promised earnings through legal dispatch practices; f. Systematically refusing to provide rate confirmations, accurate pay statements, and copies of lease agreements to Lease Driver Plaintiffs; g. Imposing and collecting unlawful deductions from Lease Driver Plaintiffs' earned wages; h. Retaining security deposits in violation of regulatory requirements; and i. Implementing a punitive fee structure designed to trap Lease Driver Plaintiffs in a cycle of debt to EMI.

348. Each of the EMI Conspiracy Defendants received benefit from their conspiracy, including significant profits from exploiting the Lease Driver Plaintiffs and members of the putative Lease Driver Class through: a. Savings from misclassifying Lease Driver Plaintiffs as independent contractors rather than employees, avoiding costs of workers' compensation insurance, health insurance, family medical leave, guaranteed minimum wages, unemployment benefits, and other employee benefits; b. Profits from inflated lease payments for truck and trailer equipment; c. Profits from mandatory "wrap-around" services imposed in violation of TILA; d. Profits from unlawful deductions and retention of security deposits; e. Profits from the hours of service falsification scheme that enabled EMI to accept freight contracts it could not legally fulfill; and f. Profits from charging Lease Driver Plaintiffs for inflated repair costs through Revive Truck Center, LLC.

349. The EMI Conspiracy Defendants' actions were willful, intentional, and designed to systematically exploit the Lease Driver Plaintiffs and members of the putative Lease Driver Class for maximum profit, meriting the imposition of punitive damages.

WHEREFORE, the Lease Driver Plaintiffs, individually and on behalf of the members of the putative Lease Driver Class, respectfully request that the Court enter judgment against the EMI Conspiracy Defendants, jointly and severally, as follows:

A. An order certifying the Lease Driver Class as defined above, appointing the Lease Driver Plaintiffs as class representatives, and appointing Plaintiffs' counsel as class counsel;

B. An award of actual damages in an amount to be determined at trial;

C. An award of equitable prejudgment interest, compounded quarterly, on all earned converted wages;

D. An award of punitive damages to punish the EMI Conspiracy Defendants for their tortious conduct and deter future tortious conduct;

E. An award of reasonable attorneys' fees and costs; and

F. Granting such other relief as this Court deems just and proper.

COUNT VIII

Violations of the Illinois Wage Payment and Collection Act (IWPCA) - Section 3 Plaintiff Owirodu and Plaintiff Fisher, individually, and as Class Representatives of the other members of the Company Driver Class v. EMI Defendants

350. Plaintiff Owirodu and Plaintiff Fisher incorporate by reference allegations 1-238 as though fully set forth herein.

351. Each of Defendant Extra Mile's respective individual contracts for services as a "company driver" to be paid on a cents per mile basis with Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class constituted agreements for wages as defined by the IWPCA. 820 ILCS 115/2.

352. Pursuant to the respective contracts for services as a "company driver," Defendant Extra Mile was the employer of Plaintiff Owirodu and Plaintiff Fisher, and the members of the putative Company Driver Class, and each were an "employee" of EMI as defined by the IWPCA. 820 ILCS 115/2.

353. Section 3 of the IWPCA, 820 ILCS 115/3, requires an employer to pay all wages earned by an employee at least semimonthly (every 14 days).

354. Defendant Extra Mile violated IWPCA Section 3 when it failed to timely pay earned wages to Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class.

355. The expenses incurred by Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class related to repair of EMI's equipment were incurred within the scope of their employment with EMI and were directly related to the services performed for EMI and therefore constituted "necessary expenditures" as defined by Section 9.5 of the IWPCA and were owed the same as earned wages. 820 ILCS 115/9.5.

356. Defendant Extra Mile would routinely withhold the earned wages of Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class through deductions.

357. At all times material to this Amended Complaint, Section 9 of the IWPCA commanded in relevant part: "[D]eductions by employers from wages or final compensation are prohibited unless such deductions are (1) required by law; (2) to the benefit of the employee; (3) in response to a valid wage assignment or wage deduction order; (4) made with the express written consent of the employee, given freely at the time the deduction is made[];" 820 ILCS 115/9.

358. At all times material to this Amended Complaint, the Illinois Department of Labor ("IDOL") promulgated regulations interpreting the application of IWPCA Section 9, which included the following regulations: a. 56 Ill. Admin. Code § 300.820 ("Damaged Property"): A financial loss suffered by an employer due to damage to his/her property or to that of a customer or client shall not be deducted from an employee's pay unless the employee's expressed written consent is given freely at the time the deduction is made. b. 56 Ill. Admin. Code § 300.850 ("Equipment Required by an Employer") An employer shall not deduct the cost of equipment required by the employer or by law from an employee's wages or final compensation unless the employee's express written consent is given freely at the time the deduction is made. c. 56 Ill. Admin. Code § 300.870 ("Deposit") An employer may request that a deposit be paid on a particular piece of property, but such a deposit shall not be deducted from the employee's wages or final compensation unless the employee's express written consent is given freely at the time the deduction is made. d. 56 Ill. Admin. Code § 300.880

("Conditions of Return of Deposit") A deposit must be returned to the employee, along with any final compensation, provided the employee has returned the property on which the deposit was paid. e. 56 Ill. Admin. Code § 300.890 ("Time for Return of Deposit") If property is returned after all other final compensation has been paid, the deposit on the property must be given to the employee immediately upon return of the property, if possible, but in no case later than the next payday.

359. From August 22, 2014 to March 30, 2023, IDOL had promulgated 56 Ill. Admin. Code § 300.720(b) ("Written Agreement Authorizing Deductions") which required recurring deductions to only be authorized for a specified period of time and to include an option for the employee to voluntarily withdrawal from the deduction, as follows: "When a deduction is to continue over a period of time and the written agreement provides for that period of time, provides for the same amount of deduction each period and allows for voluntary withdrawal for the deduction, the agreement shall be considered to be given freely at the time the deduction is made."

360. Beginning of March 31, 2023, IDOL amended 56 Ill. Admin. Code § 300.720(b) ("Written Agreement Authorizing Deductions"), to expressly prohibit recurring deductions that continued for a period beyond six months, as follows, "When a deduction is to continue over a defined duration of time and the written agreement provides for that defined duration of time and provides for the same amount of deduction each pay period, the agreement shall be considered to be given freely at the time the deduction is made. No agreements for a defined duration of time shall last longer than six months."

361. At all times material to this Amended Complaint IDOL had promulgated 56 Ill. Admin. Code § 300.720(b) ("Payment of Wages"), interpreting the meaning of "voluntary": "It is not voluntary in fact if the employee is given to understand, or led to believe, that it is a condition for hire or maintenance of his or her present working conditions, or if continuance of his or her employment would be adversely affected by non-acceptance."

362. Defendant Extra Mile additionally violated IWPCA Section 3 when it failed to timely pay earned wages to Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class as a result of unlawful deductions made against their earned wages in violation of IWPCA Section 9 (820 ILCS 115/9). These unlawful deductions included: a. "Cleaning fees" arbitrarily imposed without express written consent; b. Deductions for various "violations" of company policies imposed without express written consent; c. Deductions for repairs to EMI's own equipment when not the result of driver negligence; and d. Other arbitrary and punitive deductions imposed on false pretexts without express written consent at the time the deductions were made.

363. These deductions were not for the benefit of Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class, were not in response to a valid wage assignment or wage deduction order, and were not made by any municipality.

364. These deductions were not made with the freely-given written consent at the time the deductions were made by Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class.

365. Defendant Extra Mile never provided any documentation to Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class to "opt-out" of wage deductions.

366. Defendant Extra Mile never provided any documentation to Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class specifying any defined period for applicable deductions.

367. Defendant Extra Mile never exercised its right to appeal to the Illinois Department of Labor to make any deductions against the wages of Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class. 820 ILCS 115/9.

368. Defendant Extra Mile's deductions against the earned wages of Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class were made in violation of the IWPCA. 820 ILCS 115/9.

369. As a direct and proximate result of Defendants' conduct, Plaintiff Owirodu, Plaintiff Fisher, and the putative Company Driver Class members have been damaged by not being timely paid their earned wages at least semimonthly.

370. The Individual EMI Defendants were each personally involved in the management, supervision, implementation and approval of and knowingly permitted these unlawful pay practices, including the unlawful deductions from the earned wages of Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class.

371. The Individual EMI Defendants were therefore each statutory employers of Plaintiff Owirodu, Plaintiff Fisher, and the putative Company Driver Class as defined by the IWPCA. 820 ILCS 115/2; 820 ILCS 115/13.

372. Section 14(a) of the IWPCA permits prevailing plaintiffs to recover the amount of any wages that are not timely paid and damages of 5% of the amount of any such underpayments for each month following the date of payment during which such underpayments remain unpaid, with recovery of costs and all reasonable attorney's fees. 820 ILCS 115/14(a).

WHEREFORE, Plaintiff Owirodu and Plaintiff Fisher respectfully request that the Court enter judgment against the EMI Defendants, jointly and severally, as follows:

A. Entry of an order certifying the Company Driver Class as defined above, appointing Plaintiff Owirodu and Plaintiff Fisher as class representatives, and appointing Plaintiffs' counsel as class counsel;

B. Payment of all unpaid earned wages to Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class;

C. Statutory prejudgment interest in the amount of 5% per month for every month Defendants failed to timely pay wages to Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class for each month these wages remain unpaid;

D. An award of statutory reasonable attorneys' fees and costs; and

E. Any other relief this Court deems just and necessary.

COUNT IX

Violations of the Illinois Wage Payment and Collection Act (IWPCA) - Section 4
Plaintiff Owirodu and Plaintiff Fisher, individually, and as Class Representatives of the other members of the Company Driver Class v. EMI Defendants

373. Plaintiff Owirodu and Plaintiff Fisher incorporate by reference allegations 1-238 as though fully set forth herein.

374. Each of Defendant Extra Mile's respective individual contracts for services as a "company driver" to be paid on a cents per mile basis with Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class constituted agreements for wages as defined by the IWPCA. 820 ILCS 115/2.

375. Pursuant to the respective contracts for services as a "company driver," Defendant Extra Mile was the employer of Plaintiff Owirodu and Plaintiff Fisher, and the members of the putative Company Driver Class, and each were an "employee" of EMI as defined by the IWPCA. 820 ILCS 115/2.

376. Section 4 of the IWPCA, 820 ILCS 115/4, requires an employer to pay all wages earned by an employee who is paid on a weekly basis no later than the week following the end of the pay period in which the wages were earned.

377. Defendant Extra Mile paid Plaintiff Owirodu, Plaintiff Fisher, and the other members of the putative Company Driver Class on a weekly basis during the course of their employment with Defendant Extra Mile.

378. Defendant Extra Mile violated IWPCA Section 4 when it failed to timely pay earned wages to Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class.

379. The expenses incurred by Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class related to repair of EMI's equipment were incurred within the scope of their employment with EMI and were directly related to the services performed for EMI and therefore constituted "necessary expenditures" as defined by Section 9.5 of the IWPCA and were owed the same as earned wages. 820 ILCS 115/9.5.

380. Defendant Extra Mile would routinely withhold the earned wages of Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class through deductions.

381. At all times material to this Amended Complaint, Section 9 of the IWPCA commanded in relevant part: "[D]eductions by employers from wages or final compensation are prohibited unless such deductions are (1) required by law; (2) to the benefit of the employee; (3) in response to a valid wage assignment or wage deduction order; (4) made with the express written consent of the employee, given freely at the time the deduction is made[];" 820 ILCS 115/9.

382. Defendant Extra Mile additionally violated IWPCA Section 4 when it failed to timely pay earned wages to Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class as a result of unlawful deductions made against their earned wages in violation of IWPCA Section 9 (820 ILCS 115/9). These unlawful deductions included: a. "Cleaning fees" arbitrarily imposed without express written consent; b. Deductions for various "violations" of company policies imposed without express written consent; c. Deductions for repairs to EMI's own equipment when not the result of driver negligence; and d. Other arbitrary and punitive deductions imposed on false pretexts without express written consent at the time the deductions were made.

383. These deductions were not for the benefit of Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class, were not in response to a valid wage assignment or wage deduction order, and were not made by any municipality.

384. These deductions were not made with the freely-given written consent at the time the deductions were made by Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class.

385. Defendant Extra Mile never provided any documentation to Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class to "opt-out" of wage deductions.

386. Defendant Extra Mile never provided any documentation to Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class specifying any defined period for applicable deductions.

387. Defendant Extra Mile never exercised its right to appeal to the Illinois Department of Labor to make any deductions against the wages of Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class. 820 ILCS 115/9.

388. Defendant Extra Mile's deductions against the earned wages of Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class were made in violation of the IWPCA. 820 ILCS 115/9.

389. As a direct and proximate result of Defendants' conduct, Plaintiff Owirodu, Plaintiff Fisher, and the putative Company Driver Class members have been damaged by not being timely paid their earned wages in violation of IWPCA Section 4.

390. The Individual EMI Defendants were each personally involved in the management, supervision, implementation and approval of and knowingly permitted these unlawful pay practices, including the unlawful deductions from the earned wages of Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class.

391. The Individual EMI Defendants were therefore each statutory employers of Plaintiff Owirodu, Plaintiff Fisher, and the putative Company Driver Class as defined by the IWPCA. 820 ILCS 115/2; 820 ILCS 115/13.

392. Section 14(a) of the IWPCA permits prevailing plaintiffs to recover the amount of any wages that are not timely paid and damages of 5% of the amount of any such underpayments for each month following the date of payment during which such underpayments remain unpaid, with recovery of costs and all reasonable attorney's fees. 820 ILCS 115/14(a).

WHEREFORE, Plaintiff Owirodu and Plaintiff Fisher respectfully request that the Court enter judgment against the EMI Defendants, jointly and severally, as follows:

A. Entry of an order certifying the Company Driver Class as defined above, appointing Plaintiff Owirodu and Plaintiff Fisher as class representatives, and appointing Plaintiffs' counsel as class counsel;

B. Payment of all unpaid earned wages to Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class;

C. Statutory prejudgment interest in the amount of 5% per month for every month Defendants failed to timely pay wages to Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class for each month these wages remain unpaid;

D. An award of statutory reasonable attorneys' fees and costs; and

E. Any other relief this Court deems just and necessary.

COUNT X

Violations of the Illinois Wage Payment and Collection Act (IWPCA) - Section 5 Plaintiff Owirodu and Plaintiff Fisher, individually, and as Class Representatives of the other members of the Company Driver Class v. EMI Defendants

393. Plaintiff Owirodu and Plaintiff Fisher incorporate by reference allegations 1-238 as though fully set forth herein.

394. Each of Defendant Extra Mile's respective individual contracts for services as a "company driver" to be paid on a cents per mile basis with Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class constituted agreements for wages as defined by the IWPCA. 820 ILCS 115/2.

395. Pursuant to the respective contracts for services as a "company driver," Defendant Extra Mile was the employer of Plaintiff Owirodu and Plaintiff Fisher, and the members of the putative Company Driver Class, and each were an "employee" of EMI as defined by the IWPCA. 820 ILCS 115/2.

396. Section 5 of the IWPCA, 820 ILCS 115/5, requires an employer to pay all wages earned by an employee upon separation, or in any event no later than the next regularly scheduled payday following separation.

397. Defendant Extra Mile paid Plaintiff Owirodu, Plaintiff Fisher, and the other members of the putative Company Driver Class on a weekly basis during the course of their employment with Defendant Extra Mile.

398. Defendant Extra Mile violated IWPCA Section 5 when it failed to timely pay earned wages as final compensation to Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class upon separation from employment with EMI.

399. The expenses incurred by Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class related to repair of EMI's equipment were incurred within the scope of their employment with EMI and were directly related to the services performed for EMI and therefore constituted "necessary expenditures" as defined by Section 9.5 of the IWPCA and were owed the same as earned wages as part of their final compensation. 820 ILCS 115/9.5.

400. Defendant Extra Mile would routinely withhold final compensation from Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class through unlawful deductions.

401. At all times material to this Amended Complaint, Section 9 of the IWPCA commanded in relevant part: "[D]eductions by employers from wages or final compensation are prohibited unless such deductions are (1) required by law; (2) to the benefit of the employee; (3) in response to a valid wage assignment or wage deduction order; (4) made with the express written consent of the employee, given freely at the time the deduction is made[];" 820 ILCS 115/9.

402. Defendant Extra Mile additionally violated IWPCA Section 5 when it failed to timely pay final compensation to Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class as a result of unlawful deductions made against their final compensation in violation of IWPCA Section 9 (820 ILCS 115/9). These unlawful deductions included: a. "Cleaning fees" arbitrarily imposed without express written consent; b. Deductions for various "violations" of company policies imposed without express written consent; c. Deductions for repairs to EMI's own equipment when not the result of driver negligence; d. Complete withholding of final paychecks, particularly when EMI terminated the driver; and e. Other arbitrary and punitive deductions imposed on false pretexts without express written consent at the time the deductions were made.

403. These deductions from final compensation were not for the benefit of Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class, were not in response to a valid wage assignment or wage deduction order, and were not made by any municipality.

404. These deductions from final compensation were not made with the freely-given written consent at the time the deductions were made by Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class.

405. Defendant Extra Mile never provided any documentation to Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class to "opt-out" of wage deductions from their final compensation.

406. Defendant Extra Mile never exercised its right to appeal to the Illinois Department of Labor to make any deductions against the final compensation of Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class. 820 ILCS 115/9.

407. Defendant Extra Mile's practice of withholding final compensation was particularly egregious when drivers had signaled an intention to leave EMI, as the EMI Defendants would either completely withhold final pay or impose significant deductions from final compensation without proper documentation or consent.

408. Defendant Extra Mile's deductions against the final compensation of Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class were made in violation of the IWPCA. 820 ILCS 115/9.

409. As a direct and proximate result of Defendants' conduct, Plaintiff Owirodu, Plaintiff Fisher, and the putative Company Driver Class members have been damaged by not being timely paid their earned wages as final compensation in violation of IWPCA Section 5.

410. The Individual EMI Defendants were each personally involved in the management, supervision, implementation and approval of and knowingly permitted these unlawful pay practices, including the unlawful deductions from the final compensation of Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class.

411. The Individual EMI Defendants were therefore each statutory employers of Plaintiff Owirodu, Plaintiff Fisher, and the putative Company Driver Class as defined by the IWPCA. 820 ILCS 115/2; 820 ILCS 115/13.

412. Section 14(a) of the IWPCA permits prevailing plaintiffs to recover the amount of any wages or final compensation that are not timely paid and damages of 5% of the amount of any such underpayments for each month following the date of payment during which such underpayments remain unpaid, with recovery of costs and all reasonable attorney's fees. 820 ILCS 115/14(a).

WHEREFORE, Plaintiff Owirodu and Plaintiff Fisher respectfully request that the Court enter judgment against the EMI Defendants, jointly and severally, as follows:

A. Entry of an order certifying the Company Driver Class as defined above, appointing Plaintiff Owirodu and Plaintiff Fisher as class representatives, and appointing Plaintiffs' counsel as class counsel;

B. Payment of all unpaid final compensation to Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class;

C. Statutory prejudgment interest in the amount of 5% per month for every month Defendants failed to timely pay final compensation to Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class for each month these wages remain unpaid;

D. An award of statutory reasonable attorneys' fees and costs; and

E. Any other relief this Court deems just and necessary.

COUNT XI
Violations of the Illinois Paid Leave for All Workers Act (PLAWA)
Plaintiff Owirodu, individually, and as Class Representative of the other members of the Company Driver PLAWA Subclass v. EMI Defendants

413. Plaintiff Owirodu and Plaintiff Fisher incorporate by reference allegations 1-238 as though fully set forth herein.

414. The Illinois Paid Leave for All Workers Act ("PLAWA"), 820 ILCS 192/1 et seq., became effective on January 1, 2024, and provides that employees who work in Illinois are entitled to

earn and use up to 40 hours of paid leave during a 12-month period, accruing at the rate of one hour of paid leave for every 40 hours worked. 820 ILCS 192/15(a)-(b).

415. Under PLAWA, the term "Employee" has the same application and meaning as provided in Sections 1 and 2 of the Illinois Wage Payment and Collection Act. 820 ILCS 192/10.

416. Under PLAWA, the term "Employer" has the same application and meaning as provided in Sections 1 and 2 of the Illinois Wage Payment and Collection Act. 820 ILCS 192/10.

417. Pursuant to the respective contracts for services as a "company driver," Defendant Extra Mile was the employer of Plaintiff Owirodu and the members of the putative Company Driver PLAWA Subclass, and each were an "employee" of EMI as defined by the IWPCA and PLAWA. 820 ILCS 115/2; 820 ILCS 192/10.

418. Despite the EMI Defendants' misclassification of Plaintiff Owirodu and members of the putative Company Driver PLAWA Subclass as "independent contractors," they were in fact employees of EMI under the IWPCA's ABC test because: a. Plaintiff Owirodu and members of the putative Company Driver PLAWA Subclass were not free from EMI's control and direction over the performance of their work; b. Plaintiff Owirodu and members of the putative Company Driver PLAWA Subclass did not perform work outside the usual course of EMI's business; and c. Plaintiff Owirodu and members of the putative Company Driver PLAWA Subclass were not engaged in independently established trades, occupations, professions, or businesses.

419. As employees who worked in Illinois, Plaintiff Owirodu and members of the putative Company Driver PLAWA Subclass were entitled to the benefits of PLAWA beginning on January 1, 2024, the effective date of the statute.

420. Under PLAWA, paid leave begins to accrue at the commencement of employment or on the effective date of the Act, whichever is later, and employees are entitled to begin using paid

leave 90 days following commencement of their employment or 90 days following the effective date of the Act, whichever is later. 820 ILCS 192/15(g).

421. For Plaintiff Owirodu and members of the putative Company Driver PLAWA Subclass who were employed by EMI on January 1, 2024, paid leave began accruing on January 1, 2024, and they were entitled to use such leave beginning on April 1, 2024 (90 days after the effective date of PLAWA).

422. For members of the putative Company Driver PLAWA Subclass who commenced employment with EMI after January 1, 2024, paid leave began accruing at the commencement of their employment, and they were entitled to use such leave 90 days following the commencement of their employment.

423. EMI failed to provide Plaintiff Owirodu and members of the putative Company Driver PLAWA Subclass with the paid leave required by PLAWA in several ways, including: a. Failing to inform Plaintiff Owirodu and members of the putative Company Driver PLAWA Subclass of their rights to paid leave under PLAWA; b. Failing to track and accrue paid leave for Plaintiff Owirodu and members of the putative Company Driver PLAWA Subclass as required under PLAWA; c. Failing to establish any policy or procedure by which Plaintiff Owirodu and members of the putative Company Driver PLAWA Subclass could request or use paid leave; d. Failing to post notices summarizing the requirements of PLAWA as required by 820 ILCS 192/20(d); e. Failing to include information about PLAWA in any written document, employee manual, or policy provided to Plaintiff Owirodu and members of the putative Company Driver PLAWA Subclass as required by 820 ILCS 192/20(d); f. Failing to make and preserve records documenting hours worked, paid leave accrued and taken, and remaining paid leave balance for Plaintiff Owirodu and members of the putative Company Driver PLAWA Subclass as required by 820 ILCS 192/20(a); and g. Failing to provide notice of the amount

of paid leave accrued or used by Plaintiff Owirodu and members of the putative Company Driver PLAWA Subclass upon request as required by 820 ILCS 192/20(a).

424. EMI's unlawful misclassification of Plaintiff Owirodu and members of the putative Company Driver PLAWA Subclass as independent contractors served as a device to avoid EMI's obligations under PLAWA.

425. By failing to provide paid leave as required by PLAWA, EMI denied Plaintiff Owirodu and members of the putative Company Driver PLAWA Subclass the monetary value of the paid leave to which they were entitled under the law.

426. At all times material to this Amended Complaint, there existed such unity of interest and ownership between the Individual EMI Defendants (Boris Stojanovic, Maya Stojanovic, and Nicholas Mihailovic) and EMI that EMI was constructively an alter-ego of these individuals as evidenced by: their disclosed roles as Corporate President, Treasurer, Corporate Secretary, and Corporate Directors with EMI; their representation to Plaintiff Owirodu as owners and co-founders of EMI; their shared responsibility for the direction, payment practices, deductions, and policies controlling the work of the Company Driver Plaintiffs; and most tellingly, the disclosure in EMI's July 31, 2024 filings that despite operating a nationwide trucking operation with over 100 power units as disclosed with USDOT SAFER, EMI had issued 1,000 common shares with a par value of "0.000000" and paid-in-capital of only $10.00, while the equipment was leased from related entities also owned and controlled by the Individual EMI Defendants with similarly minimal capitalization.

427. Adherence to the fiction of separate corporate existence would likely produce an unjust or inequitable result, as the relationships between EMI, EMI Management, Inc., Equip Lease, LLC, Marnik Logistics, Inc., and Revive Truck Center, LLC do not reflect independent business judgment between the entities but rather a coordinated enterprise controlled by the Individual EMI Defendants. Each of these related entities similarly reflected a lack of paid-in capital and corporate

formalities, with Marnik Logistics showing only $100 in paid-in capital despite leasing equipment to EMI, and Equip Lease, LLC being managed by EMI Management with the same minimal capitalization of $10 and the same principal business address. These carefully structured arrangements allowed the Individual EMI Defendants to shield assets while personally directing and benefiting from the systematic violations of law perpetrated against the Company Driver Plaintiffs.

428. As a direct and proximate result of EMI's violations of PLAWA, Plaintiff Owirodu and members of the putative Company Driver PLAWA Subclass have suffered damages in the form of unpaid leave time to which they were entitled, amounting to approximately one hour of paid leave for every 40 hours worked since January 1, 2024, up to a maximum of 40 hours per employee per 12-month period.

429. Pursuant to 820 ILCS 192/30(b), an employer that violates PLAWA "is liable to any affected employee for damages in the form of the actual underpayment, compensatory damages, and a penalty of not less than $500 and no more than $1,000."

430. Additionally, pursuant to 820 ILCS 192/30(b), employees are "entitled to such equitable relief as may be appropriate, in addition to reasonable attorney's fees; reasonable expert witness fees, and other costs of the action, which shall be paid by the employer to the employee."

WHEREFORE, Plaintiff Owirodu, individually and on behalf of the members of the putative Company Driver PLAWA Subclass, respectfully requests that the Court enter judgment against the EMI Defendants, jointly and severally, as follows:

A. An order certifying the Company Driver PLAWA Subclass as defined above, appointing Plaintiff Owirodu as class representative, and appointing Plaintiff's counsel as class counsel;

B. A penalty of not less than $500 and not more than $1,000 for Plaintiff Owirodu and each member of the putative Company Driver PLAWA Subclass;

C. Disgorgement of profits the EMI Defendants unlawfully retained by failing to provide paid leave as required by PLAWA;

D. An award of reasonable attorney's fees, reasonable expert witness fees, and other costs of the action as provided by 820 ILCS 192/30(b);

E. Pre-judgment and post-judgment interest to the extent permitted by law; and

F. Such other and further relief as this Court deems just and proper.

COUNT XII
Common Law Conspiracy
Plaintiff Owirodu and Plaintiff Fisher, individually, and as Class Representatives of the other members of the Company Driver Class v. All Defendants

431. Plaintiff Owirodu and Plaintiff Fisher incorporate by reference allegations 1-238 as though fully set forth herein.

432. Defendants Boris Stojanovic, Maya Stojanovic, Nicholas Mihailovic, Katerina Cikalova, EMI, EMI Management, Inc., Phoenix ELD LLC, and KCC Consulting, Inc. (collectively, "EMI Conspiracy Defendants") conspired for the unlawful purpose of profiting from the systemic misclassification of Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class as "independent contractors" rather than employees, thereby avoiding legal obligations under employment laws and unlawfully withholding earned wages from the Company Driver Plaintiffs.

433. In the alternative, the EMI Conspiracy Defendants conspired for the lawful purpose of operating a trucking business but used unlawful means to achieve that purpose, including the fraudulent misclassification of Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class as "independent contractors" and the imposition of unlawful deductions from their earned wages.

434. Defendant Boris Stojanovic undertook the following overt acts in furtherance of the civil conspiracy to misclassify Company Driver Plaintiffs: a. Creating and implementing the company-wide policy to intentionally misclassify Company Driver Plaintiffs as "independent contractors"

despite knowing they were properly classified as employees under Illinois law; b. Directing the drafting and implementation of contractual documents that falsely designated Company Driver Plaintiffs as "independent contractors" while simultaneously treating them as employees with respect to control and direction over their work; c. Approving and implementing a pay system that involved unlawful deductions from Company Driver Plaintiffs' earned wages, including for "cleaning fees," punitive fines for alleged rule violations, and deductions for repairs to EMI's own equipment; d. Personally directing EMI personnel to withhold copies of employment agreements from Company Driver Plaintiffs when requested, even when such requests were made pursuant to the Illinois Personnel Record Review Act; and e. Establishing and implementing a policy of refusing to provide earned wages to Company Driver Plaintiffs who indicated an intention to leave EMI or were terminated by EMI.

435. Defendant Maya Stojanovic undertook the following overt acts in furtherance of the civil conspiracy to misclassify Company Driver Plaintiffs: a. Managing EMI's accounting operations and directly implementing the unlawful deductions from Company Driver Plaintiffs' earned wages; b. Creating and maintaining the payroll system that facilitated the unlawful withholding of earned wages from Company Driver Plaintiffs; c. Processing and approving arbitrary deductions from Company Driver Plaintiffs' earned wages without proper authorization; d. Directing EMI personnel to withhold accurate pay statements from Company Driver Plaintiffs to conceal the unlawful deductions; and e. Directing and implementing the policy of withholding final compensation from Company Driver Plaintiffs, particularly those who were terminated or indicated an intention to leave EMI.

436. Defendant Nicholas Mihailovic undertook the following overt acts in furtherance of the civil conspiracy to misclassify Company Driver Plaintiffs: a. Personally recruiting Company Driver Plaintiffs with knowing misrepresentations about their status as "employees" while planning to classify them as "independent contractors" upon hire; b. Coordinating the onboarding process that required Company Driver Plaintiffs to complete paperwork falsely designating them as "independent

contractors"; c. Managing and directing the daily operations of Company Driver Plaintiffs in a manner consistent with an employer-employee relationship while maintaining the false pretense of an independent contractor relationship; d. Personally determining and implementing disciplinary measures against Company Driver Plaintiffs, including punitive deductions from their earned wages; and e. Managing Marnik Logistics, Inc. to lease equipment to EMI for use by Company Driver Plaintiffs while maintaining the fiction that they were independent contractors.

437. Defendant Katerina Cikalova undertook the following overt acts in furtherance of the civil conspiracy to misclassify Company Driver Plaintiffs: a. As EMI's Safety Director, implementing rules, policies, and safety procedures that exercised control over Company Driver Plaintiffs in a manner inconsistent with independent contractor status; b. Training dispatchers to exercise control over Company Driver Plaintiffs' schedules, routes, and work methods in a manner inconsistent with independent contractor status; c. Creating and implementing a system of fines and penalties for safety violations that were deducted from Company Driver Plaintiffs' earned wages without proper authorization; d. Creating documentation and reporting requirements for Company Driver Plaintiffs that demonstrated EMI's control and direction over their work; and e. Coordinating with Phoenix ELD to monitor and control Company Driver Plaintiffs' hours of service, further demonstrating their status as employees rather than independent contractors.

438. Defendant EMI undertook the following overt acts in furtherance of the civil conspiracy to misclassify Company Driver Plaintiffs: a. Advertising employment opportunities for "company drivers" while intending to misclassify them as "independent contractors" upon hire; b. Exercising exclusive control over dispatching, scheduling, route selection, and customer assignments for Company Driver Plaintiffs in a manner inconsistent with independent contractor status; c. Requiring Company Driver Plaintiffs to display EMI's insignia on the commercial motor vehicles they operated and to represent themselves as operating under EMI's USDOT motor carrier authority; d.

Implementing a comprehensive system of rules, policies, and procedures that controlled nearly every aspect of Company Driver Plaintiffs' work; and e. Systematically imposing unlawful deductions from Company Driver Plaintiffs' earned wages without proper authorization.

439. Defendant EMI Management, Inc. undertook the following overt acts in furtherance of the civil conspiracy to misclassify Company Driver Plaintiffs: a. Sharing officers, directors, and a principal business address with EMI to facilitate the coordinated enterprise designed to exploit Company Driver Plaintiffs; b. Participating in the management and financial operations that supported the misclassification scheme; and c. Maintaining minimal capitalization while participating in the scheme to siphon profits derived from the misclassification of Company Driver Plaintiffs.

440. Defendant Phoenix ELD LLC undertook the following overt acts in furtherance of the civil conspiracy to misclassify Company Driver Plaintiffs: a. Providing electronic logging device (ELD) services that enabled EMI to monitor and control Company Driver Plaintiffs' hours of service and locations in a manner inconsistent with independent contractor status; b. Designing systems that allowed EMI to exercise real-time supervision and control over Company Driver Plaintiffs' activities; and c. Creating reports for EMI management documenting Company Driver Plaintiffs' compliance with EMI policies, further demonstrating their status as employees.

441. Defendant KCC Consulting, Inc. undertook the following overt acts in furtherance of the civil conspiracy to misclassify Company Driver Plaintiffs: a. Through Defendant Cikalova, designing and implementing safety policies and procedures that exercised control over Company Driver Plaintiffs in a manner inconsistent with independent contractor status; b. Advising EMI on methods to maintain the appearance of an independent contractor relationship while exercising the control of an employer; and c. Creating documentation and reporting requirements for Company Driver Plaintiffs that demonstrated EMI's control and direction over their work.

442. Pursuant to and in furtherance of their unlawful conspiracy, the EMI Conspiracy Defendants committed multiple related acts in Illinois against Plaintiff Owirodu, Plaintiff Fisher, and the members of the putative Company Driver Class, including: a. Misrepresenting to Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class that they were "independent contractors" rather than employees; b. Requiring Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class to complete paperwork falsely designating them as "independent contractors" while treating them as employees; c. Denying Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class the rights, benefits, and protections afforded to employees under Illinois and federal law; d. Imposing and collecting unlawful deductions from the earned wages of Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class; and e. Withholding final compensation from Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class, particularly those who were terminated or indicated an intention to leave EMI.

443. Each of the EMI Conspiracy Defendants received benefit from their conspiracy, including significant cost savings and profits from: a. Avoiding payment of payroll taxes and workers' compensation insurance premiums for Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class; b. Avoiding provision of employee benefits such as health insurance, retirement benefits, paid leave, unemployment insurance, and other protections required for employees; c. Imposing unlawful deductions from the earned wages of Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class; and d. Withholding final compensation from Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class upon separation from employment.

444. The EMI Conspiracy Defendants' actions were willful, intentional, and designed to systematically exploit Plaintiff Owirodu, Plaintiff Fisher, and members of the putative Company Driver Class for maximum profit, meriting the imposition of punitive damages.

WHEREFORE, Plaintiff Owirodu and Plaintiff Fisher, individually and on behalf of the members of the putative Company Driver Class, respectfully request that the Court enter judgment against the EMI Conspiracy Defendants, jointly and severally, as follows:

A. An order certifying the Company Driver Class as defined above, appointing Plaintiff Owirodu and Plaintiff Fisher as class representatives, and appointing Plaintiffs' counsel as class counsel;

B. An award of actual damages in an amount to be determined at trial;

C. An award of equitable prejudgment interest, compounded quarterly, on all earned converted wages;

D. An award of punitive damages to punish the EMI Conspiracy Defendants for their tortious conduct and deter future tortious conduct;

E. An award of reasonable attorneys' fees and costs; and

F. Granting such other relief as this Court deems just and proper.

JURY DEMANDED

Plaintiffs, individually, and as representatives for the putative Classes and the putative Subclasses, requests a trial by jury for all claims so triable.

Respectfully Submitted,

One of the Attorneys for Plaintiffs

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