

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA**

MARTIN OSHEA and MISTY CHAPMAN
on behalf of themselves and all others similarly
situated and BRYAN ALLEN, DENNIS BARTON,
MARVIN CHATHOM, WINSTON ELEY, SCOTT
GOEDDE, HARRY HARGETT,
DAVID JENSEN, ANDREW KRALL,
CASEY LASSLETT, RANDY MAGNUM, TOMMY
MATTHEWS, BRUCE MORAN, SHAWN
O'MALLEY, WILLIAM SPEZIALETTI,
FRANKLIN STINNETT, EDWARD SWITZER,
JOSHUA WILLIAMS and LEWELDON WRIGHT,

Case No.: **1:23-cv-00084-MR-WCM**

**FIRST AMENDED CLASS
ACTION COMPLAINT AND
DEMAND FOR JURY TRIAL**

Plaintiffs,

v.

FREIGHTWORKS, LLC;
FREIGHTWORKS ADMIN, LLC;
FREIGHTWORKS HOLDINGS, LLC;
FREIGHTWORKS LOGISTICS, LLC;
FREIGHTWORKS REAL ESTATE, LLC;
FREIGHTWORKS STAFFING, LLC;
PROPERTYWORKS II, LLC;
FREIGHTWORKS TRANSPORT, LLC and
FREIGHTWORKS TRANSPORTATION &
LOGISTICS,

Defendants.

FIRST AMENDED CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL

Martin Oshea and Misty Chapman (“Named Representatives”) on behalf of themselves and a class of those similarly situated (“Other Similarly Situated Employees”), and Bryan Allen, Dennis Barton, Marvin Chathom, Winston Eley, Scott Goedde, Harry Hargett, David Jensen, Andrew Krall, Casey Lasslett, Randy Magnum, Tommy Matthews, Bruce Moran, Shawn O’Malley, William Spezialetti, Franklin Stinnett, Edward Switzer, Joshua Williams and Leweldon Wright (collectively with Named Representatives, “Plaintiffs”) by way of the First Amended Complaint against Freightworks, LLC; Freightworks Admin, LLC; Freightworks

Holdings, LLC; Freightworks Logistics, LLC; Freightworks Real Estate, LLC; Freightworks Staffing, LLC; Propertyworks II, LLC, Freightworks Transport, LLC and Freightworks Transportation & Logistics (“Defendants”) by and through their counsel allege as follows:

NATURE OF THE ACTION

1. This is a class action for the recovery by Plaintiffs and Other Similarly Situated Employees of the Defendants, as a single employer, of damages in the amount of 60 days’ pay and ERISA benefits by reason of Defendants’ violation of the Plaintiffs’ rights under the Worker Adjustment and Retraining Notification Act of 1988 29 U.S.C. §§ 2101-2109 *et. seq.* (the “WARN Act”). Although the Plaintiffs and the Other Similarly Situated Employees were nominally employed by at least one of the Defendants, , pursuant to the WARN Act’s single employer rule, all of the Defendants, i.e., Freightworks, LLC; Freightworks Admin, LLC; Freightworks Holdings, LLC; Freightworks Logistics, LLC; Freightworks Real Estate, LLC; Freightworks Staffing, LLC, Propertyworks II, LLC, Freightworks Transport, LLC and Freightworks Transportation & Logistics were also the Plaintiffs’ and the Other Similarly Situated Employees “Employer” until they were terminated as part of, or as a result of a mass layoff and/or plant closing ordered by Defendants on or about March 6, 2023 and thereafter. The Defendants violated the WARN Act by failing to give the Plaintiffs and the Other Similarly Situated Employees of the Defendants at least 60 days’ advance written notice of termination, as required by the WARN Act. As a consequence, the Plaintiffs and the Other Similarly Situated Employees of the Defendants are entitled under the WARN Act to recover from the Defendants their wages and ERISA benefits for 60 days, none of which has been paid.

JURISDICTION AND VENUE

2. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. § 1331 and 29 U.S.C § 2104 (a)(5).

3. Venue in this Court is proper pursuant to 29 U.S.C § 2104 (a)(5).

THE PARTIES

4. Upon information and belief, at all relevant times, Defendant Freightworks Transport, LLC, is a Delaware corporation with a facility located at 668 Poors Ford Rd, Rutherfordton, NC 28139 (the “Facility”).

5. Upon information and belief, Freightworks, LLC; Freightworks Admin, LLC; Freightworks Holdings, LLC; Freightworks Logistics, LLC; Freightworks Real Estate, LLC; Freightworks Staffing, LLC and Propertyworks II, LLC are North Carolina corporations which also operate at the Facility.

6. Upon information and belief, Freightworks Holdings, LLC is the parent entity of Freightworks, LLC; Freightworks Admin, LLC; Freightworks Logistics, LLC; Freightworks Real Estate, LLC; Freightworks Staffing, LLC; Freightworks Transport, LLC and Propertyworks II, LLC.

7. Freightworks Holdings, LLC is a member of Freightworks, LLC; Freightworks Admin, LLC; Freightworks Logistics, LLC; Freightworks Real Estate, LLC; Freightworks Staffing, LLC; Freightworks Transport, LLC and Propertyworks II, LLC.

8. Freightworks, LLC sometimes does business as Freightworks Transportation & Logistics.

9. Freightworks Transport LLC sometimes does business as Freightworks Transportation & Logistics.

10. Freightworks Admin, LLC sometimes does business as Freightworks Transportation & Logistics.

11. Freightworks Logistics, LLC sometimes does business as Freightworks Transportation & Logistics.

12. Freightworks Staffing, LLC sometimes does business as Freightworks Transportation & Logistics.

13. Upon information and belief, at all relevant times, Defendants each jointly maintained, owned and operated the Facility.

14. Named Representative Martin Oshea was employed by Defendants, as a single employer, at the Facility until his layoff without cause on or about March 6, 2023.

15. Named Representative Misty Chapman was employed by Defendants as a single employer at the Facility until her layoff without cause on or about March 6, 2023.

16. Bryan Allen, Dennis Barton, Marvin Chathom, Winston Eley, Scott Goedde, Harry Hargett, David Jensen, Andrew Krall, Casey Lasslett, Randy Magnum, Tommy Matthews, Bruce Moran, Shawn O'Malley, William Spezialetti, Franklin Stinnett, Edward Switzer, Joshua Williams and Leweldon Wright were employed by Defendants, as a single employer, at the Facility until their layoff without cause on or about March 6, 2023.

17. Plaintiffs and the Other Similarly Situated Employees were employed by Defendants as a single employer at the Facility until their termination without cause on or about March 6, 2023 and thereafter at which time Defendants ordered a mass layoff and/or plant closing of the Facility.

18. Upon information and belief, approximately 180 persons were employed at the Facility until their termination without cause on or about March 6, 2023.

19. Upon information and belief, Defendants, as a single employer, owned and operated the Facility during the relevant time frame, including on or about March 6, 2023.

20. On or about March 6, 2023 and thereafter, Defendants, as a single employer, ordered the termination of the Plaintiffs' employment together with the termination of other employees who worked at or reported to the Facility as part of a mass layoff and/or plant closing

as defined by the WARN Act for which they were entitled to receive 60 days advance written notice under the WARN Act.

CLASS ACTION ALLEGATIONS – 29 U.S.C. § 2104 (a)(5)

21. Pursuant to the WARN Act, 29 U.S.C. § 2104 (a)(5), the Named Representatives maintain this action on behalf of themselves and on behalf of each of the Other Similarly Situated Employees.

22. Each of the Other Similarly Situated Employees is similarly situated to the Named Representatives in respect to his or her rights under the WARN Act.

23. Defendants, as a single employer, were required by the WARN Act to give the Named Representatives and the Other Similarly Situated Employees at least 60 days advance written notice prior to their terminations.

24. Prior to their terminations, neither the Named Representatives nor the Other Similarly Situated Employees received written notice that complied with the requirements of the WARN Act.

25. Defendants failed to pay the Named Representatives and the Other Similarly Situated Employees their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation for sixty (60) days following their respective terminations and failed to make 401(k) contributions and provide them with health insurance coverage and other employee benefits.

CLASS ACTION ALLEGATIONS RULES 23 (a) and (b)

26. The Named Representatives bring this action on their own behalf and, pursuant to the Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure on behalf of herself and the Other Similarly Situated Employees who worked at the Facility and were terminated as part of or

as the reasonably foreseeable result of the mass layoff and/or plant closing ordered by the Defendants, as a single employer, on or about March 6, 2023 (“the “Class”).

27. The persons in the Class identified above (“Class Members”) are so numerous that joinder of all Class Members is impracticable.

28. There are questions of law and fact common to the Class Members that predominate over any questions affecting only individual members.

29. The claims of the representative parties are typical of the claims of the Class.

30. The representative parties will fairly and adequately protect the interests of the class.

31. The Named Representatives have retained counsel competent and experienced in complex class action employment litigation.

32. A class action is superior to other available methods for the fair and efficient adjudication of this controversy—particularly in the context of WARN Act litigation, where individual Plaintiffs and Class Members may lack the financial resources to vigorously prosecute a lawsuit in federal court against a corporate defendant.

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

- (a) Whether the Class Members were employees of the Defendants who worked at or reported to the Facility;
- (b) Whether Defendants, as a single employer, terminated the employment of the Class Members without cause on their part and without giving them 60 days advance written notice;
- (c) Whether the Defendants may rely on the WARN Act’s “unforeseeable business circumstances” defense.
- (d) Whether Defendants failure to provide 60 days’ notice should render them liable to the Class Members for 60 days’ pay and benefits.

- (e) Whether the Defendants constituted a “single employer” as defined by the WARN Act.

CAUSE OF ACTION & CLAIM FOR RELIEF:
VIOLATION OF THE WARN ACT, 29 U.S.C. §§ 2101, et. seq.

34. At all relevant times, the Defendants, as a “single employer” employed 100 or more employees, exclusive of part-time employees, or employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States as defined by the WARN Act and employed more than 50 employees at the Facility.

35. At all relevant times, each of the Defendants was an “employer,” as that term is defined in 29 U.S.C. § 2101(a)(1) of the WARN Act and 20 C.F.R. § 639.3(a).

SINGLE EMPLOYER ALLEGATIONS

36. The Defendants constituted a “single employer” of the Plaintiffs and the Class Members in that, among other things:

Common Ownership

(a) Plaintiffs reallege and incorporate each of the foregoing allegations as if set forth fully herein.

(b) Upon information and belief, Freightworks Holdings, LLC was the parent entity of Freightworks, LLC; Freightworks Admin, LLC; Freightworks Logistics, LLC; Freightworks Real Estate, LLC; Freightworks Staffing, LLC; Freightworks Transport, LLC and Propertyworks II, LLC.

(c) Upon information and belief, Joshua Farmer and/or Freightworks Holdings, LLC decided to split Freightworks, LLC into multiple entities in order to avoid COVID-19 vaccination requirements by limiting the number of employees nominally employed by each entity, thereby not meeting the COVID-19 minimum threshold.

Common Directors and Officers

(d) Plaintiffs reallege and incorporate each of the foregoing allegations as if set forth fully herein.

(e) Freightworks Holdings, LLC, Freightworks, LLC , Freightworks Admin, LLC, Freightworks Logistics, LLC , Freightworks Real Estate, LLC, Freightworks Staffing, LLC, Freightworks Transport, LLC, Propertyworks II, LLC and Freightworks Transportation & Logistics shared common officers and directors.

(f) During the relevant time in this Amended Complaint, Joshua Farmer was the President of each Defendant.

(g) During the relevant time in this Amended Complaint, Defendants had one Executive Vice President—Ray Farmer.

(h) During the relevant time in this Amended Complaint, Defendants had one Vice President of Operations--Joyce Siqueira.

(i) Freightworks Holdings, LLC is a member of Freightworks, LLC, Freightworks Admin, LLC, Freightworks Logistics, LLC , Freightworks Real Estate, LLC, Freightworks Staffing, LLC, Freightworks Transport, LLC and Propertyworks II, LLC.

Dependency of Operations

(j) Plaintiffs reallege and incorporate each of the foregoing allegations as if set forth fully herein.

(k) In April 2020, Freightworks, LLC received a PPP loan in the amount of \$1,864,000.00.

(l) At the time of the PPP loan, Freightworks, LLC reported itself as a white male owned business, employing at least 166 people during the applicable loan period.

(m) Upon information and belief, Defendants' customer contracts were solely with Freightworks, LLC, as the contracting party, but work related to the customer contracts was performed not only by Freightworks, LLC, but also by Freightworks Admin, LLC, Freightworks Logistics, LLC, Freightworks Staffing, LLC, Freightworks Transport, LLC and Freightworks Transportation & Logistics.

(n) Upon information and belief, Freightworks, LLC, Freightworks Admin, LLC, Freightworks Logistics, LLC, Freightworks Staffing, LLC, Freightworks Transport, LLC and Freightworks Transportation & Logistics provided transportation and administrative services to customers of Freightworks, LLC on a daily basis.

(o) Upon information and belief, Freightworks, LLC, Freightworks Admin, LLC, Freightworks Logistics, LLC, Freightworks Staffing, LLC, Freightworks Transport, LLC and Freightworks Transportation & Logistics all operated under the same DOT Number—2273658.

(p) According to DOT records, Freightworks Transport, LLC does business as Freightworks Transportation & Logistics under the DOT number 2273658.

(q) Upon information and belief, Freightworks Real Estate, LLC and Propertyworks II, LLC were mere shells which held real property used on an intercompany basis.

(r) On or about March 6, 2023, Defendants, as a single employer, laid off 180 employees at the Facility simultaneously, or nearly simultaneously, as none operated independently.

Unity of Personnel Policies

(s) Plaintiffs reallege and incorporate each of the foregoing allegations as if set forth fully herein.

(t) During the relevant time in this Amended Complaint, Defendants shared common management.

(u) During the relevant time in this Amended Complaint, Defendants shared a common President, Josh Farmer.

(v) During the relevant time in this Amended Complaint, Defendants shared a common Executive Vice President, Ray Farmer.

(w) During the relevant time in this Amended Complaint, Defendants shared a common Vice President of Operations, Joyce Siqueira.

(x) During the relevant time in this Amended Complaint, Defendants shared a common HR Manager, Lori Cornelius.

(y) During the relevant time in this Amended Complaint, Defendants shared a common Director of Business Intelligence, Jordan Kidd.

(z) During the relevant time in this Amended Complaint, Defendants shared a common Director of Communications, Butch Maltby.

(aa) During the relevant time in this Amended Complaint, Defendants shared a common Director of Maintenance, Tony Ward.

(bb) During the relevant time in this Amended Complaint, Defendants shared a common Director of Safety, Andy Kidd.

(cc) During the relevant time in this Amended Complaint, Defendants shared a common Financial Manager, Arthur Olivera.

(dd) During the relevant time in this Amended Complaint, Defendants shared a common Dispatch Manager, Silas Freitas.

(ee) During the relevant time in this Amended Complaint, Defendants shared a common Logistics Manager, Daniel Mattos.

(ff) During the relevant time in this Amended Complaint, Defendants shared a common Customer Service Manager, Misty Chapman.

(gg) During the relevant time in this Amended Complaint, Defendants shared a common Maintenance and Fleet Manager, Chris Davies.

(hh) During the relevant time in this Amended Complaint, Defendants shared a common Retention Manager, Ray Nenow.

(ii) During the relevant time in this Amended Complaint, Defendants shared a common workforce.

(jj) Upon information and belief, at all relevant times, Defendants maintained common personnel policies through Freightworks Transportation & Logistics, including payment of wages, as well as a common health care plan (in the name of Freightworks Transport, LLC).

(kk) Upon information and belief, the decision to order a mass layoff and/or plant closing without providing advance written WARN notice was made by FHL and/or Josh Farmer on behalf of the Defendants.

De Facto Control

(ll) Plaintiffs reallege and incorporate each of the foregoing allegations as if set forth fully herein.

(mm) Upon information and belief, at all relevant times, FHL and/or Josh Farmer maintained sole control over all critical business decisions made on behalf of the Defendants including decisions relating to Plaintiffs' and the Class's employment and specifically, the decision to shut down the Facility without providing advance written WARN notice.

(nn) Upon information and belief, the decision to shut down the Facility without providing advance written WARN notice was made by FHL and/or Josh Farmer on behalf of the Defendants, as a single employer.

(oo) Joyce Siqueira, Vice President of Operations, stated on March 6, 2023 that “we’re just not going to be able to pull through this one” and that “the foundational values with which we ran this company: integrity, dedication, excellence, transparency, will be the same values with which we close it.”

(pp) Joyce Siqueira, Vice President of Operations, stated on March 6, 2023, that “we feel the most honorable path that we can take for the benefit of our employees, our customers and our other stakeholders is an orderly closing of the company”.

(qq) According to letters dated March 8, 2023, on Freightworks Transportation & Logistics letterhead, Lori Cornelius, Human Resources Manager stated “[t]his letter is confirmation of the termination of your employment with Freightworks. The company announced its shutdown on Monday March 6.” The letters also noted dates of employment for employees, with an end date on or about March 6, 2023.

(rr) According to a Thursday, March 9, 2023 article in the Commercial Carrier Journal (“CCJ”), “Jordan Kidd, Freightworks’ director of business intelligence, marketing and IT, told CCJ on Wednesday that Company owner Josh Farmer closed the company ‘in the most honorable way I’ve seen this happen in the industry’ . . .”

(ss) A two-page unsigned form letter, bearing the date of March 31, 2023 (the “March 31 Letter”), with a heading “NOTICE OF LAYOFF TO AFFECTED EMPLOYEES PURSUANT TO THE WORKER ADJUSTMENT AND RETRAINING NOTIFICATION ACT,” was on the letterhead of Freightworks Transportation & Logistics.

(*tt*) The March 31 Letter repeatedly referenced “Freightworks” and the “Company” in the body of the March 31 Letter, without defining those terms.

(*uu*) The March 31 Letter states that “[a] number of employees at Freightworks have and will experience layoffs, specifically as a result of an unforeseen, significant downturn in business from a key customer and a resulting corporate-wide reorganization. These layoffs will occur primarily at Freightworks’ facility at 668 Poors Road, Rutherfordton, NC 28139; however, layoffs will also occur at other Freightworks locations which may include your assigned worksite if different than the Rutherford location.”

(*vv*) The March 31 Letter states that “. . .you should consider your layoff to be permanent.”

(*ww*) The March 31 Letter states that “[a]s part of the corporate reorganization, Freightworks will attempt to continue a much smaller operation by obtaining additional freight contracts for new business.”

(*xx*) The March 31 Letter states that “the final round of layoffs took place on March 13th, 2023.”

(*yy*) The March 31 Letter states that “If you have further questions or need additional information, you may contact Lori Cornelius. . .”

(*zz*) According to the “WARN Summary by County/Parish” for the state of North Carolina, Freightworks, LLC is listed as having provided the state of North Carolina with a notice on March 31, 2023 of permanent layoff affecting 180 employees at 668 Poors Ford Road, Rutherfordton, with an effective date of March 13, 2023.

(aaa) According to the “WARN Summary by County/Parish” for the state of North Carolina, the Freightworks, LLC “Date of Notice” is listed as March 31, 2023.

(bbb) According to an April 18, 2023 form letter (the “April 18 Letter”) on the letterhead of Freightworks Transportation & Logistics, “[t]he Company terminated the Freightworks Transport, LLC. Employee Health Benefit Plan, the dental plan with Mutual of Omaha, and the vision plan with Mutual of Omaha (collectively, the Plans) on March 6, 2023. Your coverage under the medical and prescription drug plans ended on March 6, 2023, and your coverage under the dental and vision plan ended on March 31, 2023.”

(ccc) The April 18 Letter was signed by “Lori Cornelius Human Resources Manager”.

(ddd) Following the original filing of this WARN Act class action complaint by Named Representative Martin Oshea, Defendants Freightworks, LLC; Freightworks Admin, LLC; Freightworks Holdings, LLC; Freightworks Logistics, LLC; Freightworks Real Estate, LLC; Freightworks Staffing, LLC; Propertyworks II, LLC and Freightworks Transport, LLC sought releases of claims from terminated employees for \$1500 each (the “Releases”).

(eee) The Releases specifically name Defendants Freightworks, LLC; Freightworks Admin, LLC; Freightworks Holdings, LLC; Freightworks Logistics, LLC; Freightworks Real Estate, LLC; Freightworks Staffing, LLC; Propertyworks II, LLC and Freightworks Transport, LLC and define them as “Employer”.

(fff) The Releases seek full discharge of Defendants from liability under this lawsuit and the WARN Act.

(*ggg*) Defendants began seeking employee releases at or about the same time that Defendants requested, through counsel, an extension of time to file a responsive pleading in this matter.

(*hhh*) Defendants did not state that the purpose of the requested extension was to allow them time to seek releases from employees.

37. On or about March 6, 2023, Defendants, as a single employer, ordered the “mass layoff” and/or “plant closing” of the Facility as those terms are defined by 29 U.S.C. § 2101(a).

38. The Plaintiffs and the Class Members who were terminated by Defendants as a result of Defendants ordering the mass layoff and/or plant closing at the Facility on or about March 6, 2023 were “affected employees” as defined by 29 U.S.C. § 2101(a)(5) of the WARN Act.

39. The mass layoff and/or plant closing at the Facility resulted in “employment losses,” as that term is defined by the WARN Act for at least fifty (50) of Defendants’ employees as well as 33% of Defendant’s workforce at the Facility, excluding “part-time employees,” as that term is defined by the WARN Act.

40. The Plaintiffs and each of the Class Members are “aggrieved employees” of the Defendants as that term is defined in 29 U.S.C. § 2104 (a)(7).

41. Pursuant to Sections 2102 of WARN and 20 C.F.R. § 639.1 - § 639.10 *et. seq.*, Defendants were required to provide at least 60 days prior written notice of the termination or notice as soon as practicable, to the affected employees, explaining why the sixty (60) days prior notice was not given.

42. Defendants failed to provide at least sixty (60) days prior written notice to the Class Members terminations and also failed to provide written notice prior to their terminations setting forth the basis for reduced notice as required by the WARN Act.

43. The Defendants failed to pay the Plaintiffs and each of the Class Members their respective wages, salary, commissions, bonuses, accrued holiday pay and accrued vacation for 60 working days following their respective terminations, and failed to make the pension and 401(k) contributions, provide other employee benefits under ERISA, and pay their medical expenses for 60 days from and after the dates of their respective terminations.

44. As a result of Defendants' failure to pay the wages, benefits and other monies as asserted above, the Plaintiffs and Class Members were damaged in an amount equal to the sum of the Plaintiffs and Class Members' unpaid wages, accrued holiday pay, accrued vacation pay, accrued sick leave pay and benefits which would have been paid for a period of sixty (60) days after the date of the members' terminations.

JURY DEMAND

45. On behalf of themselves and a class of Other Similarly Situated Employees, Plaintiffs demand a trial by jury in this case.

WHEREFORE, the Plaintiffs and Class Members demand judgment against the Defendants as follows:

- a. An amount equal to the sum of: unpaid wages, salary, commissions, bonuses, accrued holiday pay, accrued vacation pay pension and 401(k) contributions and other ERISA benefits, for sixty (60) working days following the member employee's termination, that would have been covered and paid under the then applicable employee benefit plans had that coverage continued for that period, all determined in accordance with the WARN Act;
- b. Certification that, pursuant to Fed. R. Civ. P. 23 (a) and (b) and the WARN Act, 29 U.S.C §2104(a)(5), Named Representatives, Plaintiffs and the Class Members constitute a single class;
- c. Interest as allowed by law on the amounts owed under the preceding paragraphs;
- d. Appointment of the undersigned attorneys as Class Counsel;
- e. Appointment of Named Representatives as the Class Representatives and payment

of reasonable compensation for their services as such;

- f. The reasonable attorneys' fees and the costs and disbursements the Named Representatives and Plaintiffs incur in prosecuting this action, as authorized by the WARN Act, 29 U.S.C. §2104(a)(6); and
- g. Such other and further relief as this Court may deem just and proper.

Dated: May 15, 2023

/s/ Gilbert J. Andia, Jr.

Gilbert J. Andia, Jr. (NCSB No. 16533)

HIGGINS BENJAMIN, PLLC

301 N. Elm Street, Suite 800

Greensboro, NC 27401

Phone: (336) 273-1600

Fax: (336) 274-4650

Email: bandia@greensborolaw.com

LANKENAU & MILLER, LLP

Stuart J. Miller (SJM 4276)

Johnathan Miller

100 Church Street, 8th FL

New York, NY 10007

P: (212) 581-5005

F: (212) 581-2122

THE GARDNER FIRM, P.C.

Mary E. Olsen (OLSEM4818)

M. Vance McCrary (MCCRM4402)

182 St. Francis Street

Suite 103

Mobile, Alabama 36602

P: (251) 433-8100

F: (251) 433-8181

Cooperating Counsel for

THE SUGAR LAW CENTER FOR ECONOMIC &
SOCIAL JUSTICE, a non-profit law firm

Attorneys for Plaintiffs and the Proposed Class

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [FreightWorks Hit with Class Action Over March 2023 Layoffs](#)
