

IN THE CIRCUIT COURT OF JEFFERSON COUNTY
STATE OF MISSOURI

KEITH WORLAND,)	
)	
Plaintiff,)	
)	
vs.)	Cause No:
)	
BREATH SOURCE LLC,)	
)	
Serve:)	
Travis Steffens)	
920 Pinedale Dr.)	
Spearfish, SD 57783)	
)	
and)	
)	
TRAVIS STEFFENS,)	
)	
Serve:)	
1624 Market Street, Ste. 226, #24937)	
Denver, Colorado 80202)	
)	
and)	
)	
R EMPOWERMENT,)	
)	
Serve at:)	
Travis Steffens)	
16355 W. Elwood St)	
Goodyear, AZ 85338)	
)	
Defendants.)	JURY TRIAL DEMANDED

PETITION FOR DAMAGES

COMES NOW, Plaintiff Keith Worland, by and through counsel, and hereby brings his petition for damages against Defendants Breath Source LLC (“Breath Source”), R Empowerment, and Travis Steffens under Missouri common law, the Missouri Minimum Wage Law, R.S. Mo. § 290.500 *et seq.*, and the Missouri Wage Payment Act (“MWPA”), Mo. Rev. Stat. 290.010, *et. seq.* In support thereof, Plaintiff states:

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

1. At all relevant times herein, Plaintiff was a resident of the State of Missouri.
2. At all relevant times herein, Defendant Breath Source acted by and through its agents, servants, and employees, who acted within the course and scope of their employment.
3. At all relevant times herein, Defendant R Empowerment acted by and through its agents, servants, and employees, who acted within the course and scope of their employment.
4. Venue is proper in this Court as all the allegations that gave rise to this action occurred in Jefferson County, Missouri.
5. This lawsuit is filed within five years of all actions alleged herein.
6. Upon information and belief, Defendant Breath Source is a Colorado corporation.
7. Defendant Breath Source's registered office is located at 1624 Market Street, Ste. 226 #24937, Denver, Colorado 80202.
8. Upon information and belief, Defendant R Empowerment is an Arizona corporation.
9. Defendant R Empowerment's registered office is located at 16355 W. Elwood St., Goodyear, AZ 85338.
10. Defendant Travis Steffens was the owner and Chief Executive Officer (CEO) of Defendants Breath Source and R Empowerment at all relevant times herein.
11. In about October 2022, Plaintiff began working for Defendants as the Director of Customer Support.
12. Plaintiff's salary was \$77,000 per year, or approximately \$6,416.67 per month.
13. Defendants agreed to pay Plaintiff \$77,000 per year, or approximately \$6,416.67 per month during Plaintiff's employment.
14. Plaintiff worked full time for Defendant until July 2023.

15. On or about July 18, 2023, Breath Source ended Plaintiff's employment.
16. Plaintiff performed the duties and responsibilities of his job in a satisfactory manner.
17. Defendants failed to pay Plaintiff for the work Plaintiff performed from March 1, 2023 to July 18, 2023.
18. Defendants failed to compensate Plaintiff for the hours of work performed for Defendants from March 1, 2023 to July 18, 2023.
19. On July 25, 2023, Defendant Steffens offered in writing to pay Plaintiff less money than he was owed for March to July 2023.
20. On July 29, 2023, Plaintiff refused the offer of less money from Defendant via writing.
21. Defendant thereafter failed to pay Plaintiff anything for the work he completed from May to June 2023.
22. Defendants failed to pay Plaintiff his full final paycheck owed.

COUNT I: BREACH OF CONTRACT

23. Plaintiff hereby incorporates as if set out fully herein all previous paragraphs of this Petition.
24. Plaintiff and Defendants had an agreement for Defendants to pay Plaintiff \$77,000 annually for performing job duties up to July 18, 2023.
25. Defendants failed to pay Plaintiff any monetary compensation for the work Plaintiff performed for Defendants from March 1, 2023 to July 18, 2023.
26. Plaintiff fulfilled his responsibilities under the parties' agreement.
27. Defendants breached their agreement to pay Plaintiff \$6,416.67 per month from March 1, 2023 to July 18, 2023.
28. Plaintiff seeks the lost wages promised under his agreement with Defendants.

COUNT II: VIOLATION OF THE MISSOURI MINIMUM WAGE LAW

29. Plaintiff incorporates by reference all preceding paragraphs of this Petition, as if fully set forth herein.
30. During Plaintiff's employment, Defendants exercised control over the tasks Plaintiff completed.
31. During Plaintiff's employment, Defendants exercised control over how Plaintiff completed tasks.
32. During Plaintiff's employment, Plaintiff only completed work for Defendants, not for any other entities.
33. At all relevant times, Plaintiff was an employee entitled to the rights, protections, and benefits provided under the MMWL, R.S. Mo. § 290.500, et. seq.
34. At all relevant times relevant to the allegations contained in this Petition, Defendants were and are employers within the meaning of R.S. Mo. § 290.500(4).
35. Pursuant to the MMWL, employees are entitled to be paid at least minimum wage for all hours worked in each workweek, and also to be compensated at a rate of not less than one and one half (1 ½) times the regular rate at which such employees are employed for all work performed in excess of forty (40) hours in a workweek.
36. Plaintiff worked full time more than 40 hours per week for Defendants from March 1, 2023 to the end of Plaintiff's employment.
37. Defendants failed to pay Plaintiff minimum wage from March 1, 2023 to the end of Plaintiff's employment.
38. Defendants failed to pay Plaintiff overtime pay for hours exceeding 40 hours per week from March 1, 2023 to the end of Plaintiff's employment.

39. Pursuant to R.S. Mo. § 290.527, Plaintiff seeks damages equal to all unpaid wages due within three (3) years preceding the filing of this Petition plus periods of equitable tolling, liquidated damages, costs, and reasonable attorneys' fees. Plaintiff also seeks an award of pre-judgment and post-judgment interest at the applicable legal rate.

COUNT III : QUANTUM MERUIT

40. Plaintiff incorporates by reference all preceding paragraphs of this Petition, as if fully set forth herein.

41. Plaintiff performed work for which Defendants received benefits, without receiving full compensation.

42. Defendants appreciated the fact of the benefits conferred upon them by Plaintiff.

43. The acceptance and retention of said benefit by Defendants is inequitable in light of the fact that Plaintiff was uncompensated and under-compensated for the benefits conferred upon all Defendants, as more fully described above.

44. The payment requested by Plaintiff for the benefits produced by them is based on customary and reasonable rates for such services or like services at the time and in the locality where the services were rendered.

45. Plaintiff seeks damages equal to all unpaid wages due within the five (5) years preceding the filing of this Petition plus periods of equitable tolling. Plaintiff also seeks an award of pre-judgment and post-judgment interest at the applicable legal rate.

COUNT IV: UNJUST ENRICHMENT

46. Plaintiff incorporates by reference all preceding paragraphs of this Petition, as if fully set forth herein.

47. Plaintiff performed work, for which Defendants received a benefit, without receiving full compensation.

48. Defendants appreciated the fact of the benefits conferred upon them by Plaintiff.

49. The acceptance and retention of said benefit by Defendants resulted in unjust enrichment because Plaintiff was uncompensated and under-compensated for the benefits conferred upon Defendants, as more fully described above.

50. Plaintiff seeks damages equal to all unpaid wages due within the five (5) years preceding the filing of this Petition plus periods of equitable tolling. Plaintiff also seeks an award of pre-judgment and post-judgment interest at the applicable legal rate.

COUNT V: VIOLATION OF THE MISSOURI WAGE PAYMENT ACT

51. Plaintiff incorporates by reference, as if fully set forth herein, all preceding paragraphs of this Petition.

52. Defendant Breath Source LLC is a corporation doing business in the state of Missouri.

53. Defendant terminated Plaintiff's employment on July 18, 2023.

54. On July 29, 2023, Plaintiff sent Defendant written notice that he had not received all compensation Defendants owed Plaintiff.

55. Defendants failed to pay Plaintiff his unpaid compensation within seven (7) days of receipt of Plaintiff's written notice that he had not been paid all wages Defendant owed Plaintiff.

56. Defendants' failure to pay Plaintiff violates Mo. Rev. Stat. 290.110.

57. Defendants owe Plaintiff wages at the same rate Plaintiff made while employed by Defendant for a period of 60 days from the date of Plaintiff's termination.

58. Plaintiff seeks damages equal to sixty (60) days' pay at the rate he was receiving from Defendant while employed as penalty for Defendant's failure to provide Plaintiff's last paycheck.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays this Court enter judgment in his favor and against all Defendants and award Plaintiff such damages as are fair and reasonable, including lost wages and benefits, unpaid wages, compensatory damages, liquidated damages, pre- and post-judgment interest, attorneys fees and costs, all in an amount over \$25,000.00, and grant such other relief as it may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands trial by jury on all issues triable by a jury in this Petition.

Respectfully submitted,

KENNEDY HUNT, P.C.

By: /s/ Nicole A. Matlock
Nicole A. Matlock, #66894
Ellen Bruntrager, #73649
4500 W. Pine Blvd.
St. Louis, MO 63108
314-880-4462 telephone
nmatlock@kennedyhuntlaw.com
ellen@kennedyhuntlaw.com
Attorneys for Plaintiff