



#KnowTheDifference

REAL Women in Trucking Association
National Headquarters: 631 Lucerne Ave #27
Lake Worth Beach, Florida, 33460
Phone: 561.437.2008
General Email: realwomenintrucking@gmail.com
www.realwomenintrucking.org

July 6, 2023

Larry Minor
Associate Administrator for Policy
Federal Motor Carrier Safety Administration (FMCSA)
Truck Lease Task Force (TLTF)
1200 New Jersey Avenue SE
Washington D.C. 20590
Submitted via email to TLTF@dot.gov

Re: Public Comments for Federal Motor Carrier Safety Administration Truck Leasing Task Force (TLTF)
(Docket No. FMCSA-2023-0143)

Dear Mr. Minor,

I am writing on behalf of our two organizations the [REAL Women in Trucking](#) (RWIT) a 501 (c)(6) formed to address sexual misconduct in training fleets and the [Truckers Emergency Assistance Responders](#) (TEAR) a 501 (c)(3) charity that helps stranded truck drivers get home following a carrier abandonment. We are submitting this public comment for the Federal Motor Carrier Safety Administration's (FMCSA) Truck Leasing Task Force (TLTF) Meeting taking place July 11, 2023.

Through our work with truck drivers over the years we have found that most truck lease purchase agreements are mechanisms to commit wage theft, engage in employer driven debt, misclassify employees as independent contractors, coerce drivers to utilize "ghost drivers" on their ELD and when they complain, leave these truck drivers stranded with no way to get home with their pets and belongings. Our organization TEAR has spent over \$20,000.00 in the past year alone helping truck drivers who are abandoned by carriers when they raise concerns, and they are not being heard even when they report these incidents in through the FMCSA National Consumer Complaint Database.



#KnowTheDifference

REAL Women in Trucking Association
National Headquarters: 631 Lucerne Ave #27
Lake Worth Beach, Florida, 33460
Phone: 561.437.2008
General Email: realwomenintrucking@gmail.com
www.realwomenintrucking.org

Transparency regulations within existing federal regulations are intended to protect drivers, but most workers are unaware they exist and since no agency including the Federal Motor Carrier Safety Administration has been enforcing them, the lease purchase truck scam has grown to such a level that companies can now offshore their business without consequence from our judicial system.

Truck lease arrangements in our experience are one-sided contracts, they are not transparent and allow companies multiple ways to skim profit by inflating fees and charges against the driver's settlement in various ways. Examples of ways to skim are through insurance costs, fuel surcharges, fuel rebates and discounts, inflating charges for ELD and weigh in motion equipment rental fees in addition to skimming money from freight loads that are over and above what brokers are already skimming.

Lease purchase truck drivers are unaware of what the market rate is for a freight lane because they only exposed to internal load boards that make it appear they are picking loads from the free market but in actuality the prices and rates are set by the company. In some situations when the driver is allowed to access a free-market load board through a paid subscription, many do not receive an accurate rate contract "rate con" but rather they receive one of two contracts. The "two-contract" system provides one for the driver and one for the company with different rates. It is a well-known common practice that lease purchase truck drivers are not to ever see the actual rate contract and some are not allowed to have one at all.

The FMCSA has immediate power to enforce existing regulations regarding transparency. Truck drivers must know the amount of compensation brokers are receiving for the brokerage service performed and the name of the payer.

Under [49 C.F.R. § 376.12](#) federal regulations regarding leasing arrangements include provisions to protect drivers from companies that skim money in the form of expenses in the contract.



REAL Women in Trucking Association
National Headquarters: 631 Lucerne Ave #27
Lake Worth Beach, Florida, 33460
Phone: 561.437.2008

General Email: realwomenintrucking@gmail.com
www.realwomenintrucking.org

#KnowTheDifference

Under [49 C.F.R. 371.3 \(a\)](#) brokers are required to maintain detailed records of their brokered transactions, including the amount of compensation received by the broker for the brokerage service performed and the name of the payer, and the amount of any freight charges collected by the broker and the date of payment to the carrier and under [49 C.F.R. 371.3 \(c\)](#) each party to a brokered transaction is given the right to review the record of the transaction required to be kept.

Many companies that offer lease purchase truck arrangements do not comply with any of these regulations and a host of others. They are not transparent about success rates, fair market rates for freight nor even fair market value of the truck and trailer equipment.

In starter companies like New Prime the business model revolves around indoctrinating new entrants through their CDL Training program into lease purchase truck programs. The trainer is “selling” the student on a lease purchase truck during the beginning weeks of CDL training when the student is alone for 35 to 45 days with this person who is telling them how great being a “owner-op” is when in fact they are nothing more than a misclassified worker. CDL students at training fleets like New Prime are required to speak to the finance manager of the shell company owned by New Prime before they can “upgrade” or “test out” and often when they student declines, they are starved out as a company driver or not hired at all. This affects the retention of new CDL truck drivers.

Many of the truck drivers in the Prime lease truck program will never see the title to the truck, instead they are encouraged to “roll it over” into a new truck every three years like it is an automobile when in fact a well-maintained truck can last over a million miles. Everything about the Prime model is “*sharecropper trucking*”. This business model is employer driven debt from day one by creating misclassified workers who are paying the costs of doing business for a large company. Some of these CDL student are coming from very low socioeconomic backgrounds, many who may have never owned a car and know nothing about trucking or



REAL Women in Trucking Association
National Headquarters: 631 Lucerne Ave #27
Lake Worth Beach, Florida, 33460
Phone: 561.437.2008

General Email: realwomenintrucking@gmail.com
www.realwomenintrucking.org

#KnowTheDifference

running a business. Suddenly they have signed a contract telling them they are a business owner when they have no idea what market rates are or what a profit margin rate looks like.

The insidious way training fleets expose new CDL student entrants to lease purchase trucks is through a trainer who is very likely a lease purchase driver themselves that has found that they are struggling to meet their own lease purchase truck expenses, so they are presented the idea to become a trainer to make more money off having a student. This sets the stage of coercing people to become trainers for all the wrong reasons. Ultimately, this trainer/student will perform team driving and the trainer can now keep their head above water on their lease purchase truck and will receive a kickback for indoctrinating the student into the lease truck program. This is pure exploitation of new CDL drivers in their critical 1st year. Under these models the pay structure to the CDL Student is through the trainer, the fuel points that many CDL students rely on to eat go to the trainer, the trainer has total control of when the student get a shower and goes to the bathroom. In the case of [Oliveira v Prime](#) the New Prime business model is illustrated well to prove that it does not create independent contractors who operate under their own Department of Transportation authority, it creates misclassified workers.

In [Prime v Oliveira](#) , New Prime tried to force Dominic Oliveira into Arbitration which led to the Supreme Court case [New Prime Inc. v. Oliveira - SCOTUSblog](#) . The decision was unanimous against New Prime. In the transcripts from the case, Judge Ruth Bader Ginsburg remarked that upon seeing the Prime website pitch of their truck lease program it appeared to be a scam, but most new truck drivers do not see that because they only see the flashy rosy picture presented by other Prime drivers who are incentivized with recruiting kickbacks.

Companies like RTI, TransAm, CR England, CRST Van Expedited that have lease purchase trucks and claim they have a clause that will allow you to take the truck elsewhere, in practice truck drivers find they cannot get insurance, nor can they gain access their 2290 Heavy Highway Vehicle Use Tax form which they would need in order to “lease on” elsewhere.



#KnowTheDifference

REAL Women in Trucking Association
National Headquarters: 631 Lucerne Ave #27
Lake Worth Beach, Florida, 33460
Phone: 561.437.2008
General Email: realwomenintrucking@gmail.com
www.realwomenintrucking.org

Predatory companies are sophisticated, but they have common indicators.

- Lack of transparency on contract terms before signing
- Lack of transparency of “Balloon Payment”
- Lack of transparency of refund of escrow/maintenance account
- Lack of transparency of turnover rate in the program

Turnover in a good lease program is said to be 40% or less but since transparency is not enforced, truck drivers cannot obtain this information. A transparent listing of all companies that offer lease purchase agreements should be available on the FMCSA website and student fleets should be banned from offering these programs since it negatively affects the retention of new truck drivers. They are selling trucks and not focusing on training qualified truck drivers. Their turnover rate and lease purchase failure rate will tell the story.

Companies who also own the finance company must be transparent so that it is clear the amount of control they hold in lease truck contracts. The Department of Labor must become involved to dig into the grey area to define the degree of the misclassification issue in trucking lease purchase contracts. We submitted such a comment on this subject to the Department of Labor [Proposed Rule, Employee or Independent Contractor Classification Under the Fair Labor Standards Act \(realwomenintrucking.org\)](#)

Control Indicators:

- The company dictates what speed the truck is governed.
- The driver cannot put their own auxiliary power unit on the truck or modify it.
- The company has the ability to control the miles the driver gets.
- The driver cannot hire another driver to operate the CMV when they are unable to drive themselves.
- The loads originate from an internal company load board rather than a free-market load board.
- The rate the loads pay is determined by the company not the free market.



#KnowTheDifference

REAL Women in Trucking Association
National Headquarters: 631 Lucerne Ave #27
Lake Worth Beach, Florida, 33460
Phone: 561.437.2008
General Email: realwomenintrucking@gmail.com
www.realwomenintrucking.org

- The IRP truck plate is in the name of the company.
- The insurance only allows the driver to haul freight for that company.
- The maintenance and other expenses are dictated by the company.
- When the final payment is made, the driver is presented with a bill to get the title that can equal \$20,000 and higher that they were not made aware of at signing.
- Drivers are encouraged to rollover into another lease purchase truck which is another sales gimmick to keep them on a hamster wheel of debt.

Contract Terms: Driver's often complain that they were not allowed to see the lease purchase contract and review it with a lawyer before signing the agreement. Lease purchase contracts must be current and available in advance with a reasonable time to review.

3rd party truck dealers must publish accurate prices of the equipment they are selling on their website so drivers can compare to the fair market value and there should be a cap on these prices since some equipment is lease purchase agreements are priced at six or seven times their value. 3rd party dealers must be transparent about companies they will *and* will not work with since they know where drivers are getting miles and which companies are leaving them to sit which sets the lease purchase driver up for failure.

There are several different types of lease agreements, and each should be known and examined by the consumer finance protection bureau.

Fair market value lease

- Under a fair market value lease, you are renting the equipment for the term stated in the contract.



#KnowTheDifference

REAL Women in Trucking Association
National Headquarters: 631 Lucerne Ave #27
Lake Worth Beach, Florida, 33460
Phone: 561.437.2008
General Email: realwomenintrucking@gmail.com
www.realwomenintrucking.org

➤ **Fair market value lease with a purchase option**

- Under a fair market value lease with a purchase option, you are renting the equipment with the option to buy it after the initial term stated in the contract.

TRAC lease (Terminal Rental Adjustment Clause)

- In a TRAC lease, you would make x number of payments at x dollars for x number of weeks/months/years and at the end of the term there is a guess that the truck unit is worth x number of dollars. If the leasing company has overcharged you, *they should* pay you the difference but if they undercharged you, you would owe them the difference. **A TRAC lease is not desirable for a 1st-time lease purchase operator because it takes a different level of responsibility.**

Unlike a loan, in a lease you are not building equity. Loans require a considerable down payment and are harder to qualify for since they require a good credit score. However, a lease is not based on a credit score, you are renting equipment but controlled like an employee.

Balloon payments: According to contract terms in many lease purchase agreements there is a large final payment. This is not always transparent. In fact, some truck drivers report that contract pages were inserted after they signed the contract that included a balloon payment clause, they were not aware of so when they made their final truck payment and tried to obtain the title to the vehicle, they were shown the balloon payment page but did have such a copy in their version of the contract. Though we advise truck drivers to initial every single clause on every single page whether it is required or not to prevent this from happening we have seen cases where a forgery of initials or signatures did occur.



REAL Women in Trucking Association
National Headquarters: 631 Lucerne Ave #27
Lake Worth Beach, Florida, 33460
Phone: 561.437.2008

General Email: realwomenintrucking@gmail.com
www.realwomenintrucking.org

#KnowTheDifference

Walk-Away Leases: Some trucking companies advertise “walk away” lease purchase agreements but we have found that some companies will still send these accounts to collection agencies, and this is not disclosed to truck drivers. In these agreements the companies claim that the rental term must be satisfied to “walk away” yet these rental terms are often calculated to be up to six or seven times the dollar amount of what the truck is actually worth.

Escrow accounts are collected on lease purchase trucks and the contract structure may specifically state that you automatically forfeit these funds if you return the unit early, but many companies have a practice of keeping the escrow account regardless as to whether the driver complied with all contract terms. Since drivers have no enforcement protect them from companies who seize escrow accounts it has become yet another revenue stream to exploit workers in lease truck agreements.

There are two contracts when you have a lease purchase truck, one for the truck and one for the operator contract with the company. The lease purchase truck contract has different terms and conditions than the operator contract with the company that it is leased to. Truck drivers in lease purchase trucks must have an enforceable bill of rights and be armed with the knowledge on how they will be protected when they are victims of fraud.

- Can they file a case in small claims court?
- What is the correct jurisdiction?
- Will the consumer protection finance bureau help?
- How can state attorney’s offices become involved?

If lease purchase contracts are defined as civil contractual agreements the drivers must be armed with knowledge to pursue actions and the agencies that are going to enforce these contracts must be educated on trucking lease purchase contracts, so they know how to help the truck drivers who seek justice.



REAL Women in Trucking Association
National Headquarters: 631 Lucerne Ave #27
Lake Worth Beach, Florida, 33460
Phone: 561.437.2008

General Email: realwomenintrucking@gmail.com
www.realwomenintrucking.org

#KnowTheDifference

The FMCSA must provide a transparent listing of bad lease purchase trucking companies just like the do for consumers seeking information on bad moving companies. Truck drivers need protection from trucking companies and brokerage firms who are now jumping into the lease purchase truck business.

There is currently an epidemic of Eastern European companies that are registering multiple businesses in the Secretary of State Division of Corporation website portals. This requires minimal fees and then they apply for a USDOT number. These companies advertise all over Facebook and Craigslist for 1099 truck drivers with no money down and they are able to hire truck drivers quickly, especially drivers who have trouble being hired elsewhere. They run them for a few weeks, they tell them to drive 11 hours and then pull over on the side of the road and call a phone number to get “refreshed hours” and they are to keep driving. These are “Ghost Drivers”. They are assigning another driver who does not exist to the logbook, but it is just the one driver in the truck who is exceeding their 11-hour drive time. These companies will go for a few weeks and not pay the driver, when the driver complains they evict them from the truck. The company will call law enforcement and say the driver stole the truck or failed a drug test or refused a drug test when in fact they just got that driver to work for free for a few weeks and since the driver knows they were running illegal on the logbook they are afraid to come forward. The companies are free to continue this practice all over again and when word starts getting out among the truck driving community the companies are able to quickly change their name and the marking on the trucks. Much of this is happening out of the State of Illinois, Iowa, Florida, California, and Missouri.

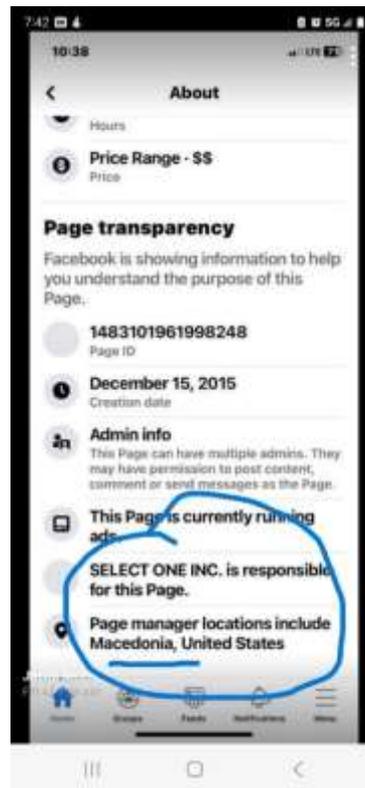


REAL Women in Trucking Association
National Headquarters: 631 Lucerne Ave #27
Lake Worth Beach, Florida, 33460
Phone: 561.437.2008

General Email: realwomenintrucking@gmail.com
www.realwomenintrucking.org

#KnowTheDifference

Example: SuperEgo Website [Super Ego Holding - Super Ego Holding](#)





REAL Women in Trucking Association
 National Headquarters: 631 Lucerne Ave #27
 Lake Worth Beach, Florida, 33460
 Phone: 561.437.2008

General Email: realwomenintrucking@gmail.com
www.realwomenintrucking.org

#KnowTheDifference



Super Ego Holding scam awareness



417

Looks like I got scammed by one of their affiliates. I asked several times if they were affiliated with Super Ego, they assured me that they weren't. Everything they told me was lies. From the truck I was getting to all the fees and fines that they have. When they gave me the fuel card, it said Floyd on it. SMDH!!! The company is Alpha Lines out of Lyons Illinois.

4

17 comments



Follow
 I'll try to show you how. Super ego holdings is like the parent company, "the bank" they don't exist in the US, they are in Serbia. We'll calm them money bags. Money bags seeks out operating companies with active DOT #'s with trucks and buys everything they have as they go out of business. Money bags is "self insured" & nobody knows who they bought next. They put drivers in these trucks and run them. Money bags is a broker with an MC# but they are not a trucking company, are not a carrier at all. DOT can't shut off something that doesn't exist. The fmcsa can but the two operations aren't intersecting. It's more complex than what is seen. In other words they gamed our country & so far they're winning. Hard to shut down a company that's not in the US.

9h Like Reply 4



Delmer Polak
 I have access to a transportation attorney in DC. He said the exact same thing; the Feds cannot close a trucking company that doesn't exist. The FMCSA is years behind the curve on this, and they don't have any regulatory authority other than the safety mandate issued by Congress. The sh&t show will continue.

9h Like Reply 1



#KnowTheDifference

REAL Women in Trucking Association
National Headquarters: 631 Lucerne Ave #27
Lake Worth Beach, Florida, 33460
Phone: 561.437.2008
General Email: realwomenintrucking@gmail.com
www.realwomenintrucking.org

Riverside Transport (RTI) [Lease Purchase \(riversidetransport.com\)](http://riversidetransport.com)

RTI advertises that they are one of the best lease purchase companies but in practice, like New Prime, these drivers are glorified misclassified workers that truly believe they are independent contractors. The company has tremendous control over the profitability of the truck. The drivers are incentivized to bring in more lease purchase operators as a “side hustle”. One high profile driver with a huge social media presence has estimated she has helped RTI get upwards of 150 to 200 drivers to enter their lease purchase program, yet she has been unable to obtain the title to her truck nor her 2290 to take it elsewhere. This driver has been the victim of online bullying, stalking and death threats from other drivers and one who also works at RTI. Rather than discipline the perpetrator co-worker, the victim was pulled from a lucrative dedicated account for a major retailer which placed her profitability in the spot market. Once she could not make her truck payment, she had to pull from her savings, but RTI refused to accept money directly from her and said they could only take payments through her settlements. She then attempted to take the truck to work elsewhere seeking better freight rates, but RTI has refused to give her the 2290 she needs to prove she has paid the Heavy Vehicle Truck Tax. The RTI contract sets the rate per mile at \$1.12 per mile. This is far below what the average rate per mile was in the spot market when the contract was executed but the driver was too inexperienced to know this. Freight market rates fluctuate by lane, supply, and demand. By setting contract rates below the market average, it sets the driver up for failure. This is not a sustainable successful trucking business that can make a profit. The contract also has a fuel surcharge table that RTI has deemed what the market rate will be. There is no way RTI can predict fuel prices and the inclusion of this table indicates that there could be evidence that they skim part of the fuel surcharges the driver is entitled to receive.



#KnowTheDifference

REAL Women in Trucking Association
National Headquarters: 631 Lucerne Ave #27
Lake Worth Beach, Florida, 33460
Phone: 561.437.2008

General Email: realwomenintrucking@gmail.com
www.realwomenintrucking.org

[King Logistics](#) is another company that was able to tap into the social media presence of a fairly new truck driver to recruit more truck drivers into their program but when it came time to hand over the title to the truck upon the final payment, they instead presented her a bill for around \$28,000 and eventually took the truck from her. There are hundreds of companies involved in truck lease purchase scams, it has become the wild west of Chameleon carriers with no oversight from the Federal Motor Carrier Safety Administration. There must be coordination with The Department of Labor, The Consumer Finance Protection Bureau, Secretary of State Division of Corporation Offices and State Attorney's Offices nationwide. I am including two videos from Paul Taylor Esq. from the Truckers Justice Center [Truth In Leasing Regulations](#) [Signing a Lease Purchase Agreement](#) and our related comments to the Department of Labor [Proposed Rule, Employee or Independent Contractor Classification Under the Fair Labor Standards Act \(realwomenintrucking.org\)](#) and the Federal Trade Commission on employer driven debt in the form of tuition labor agreement that then roll into lease purchase trucks, the practice of blacklisting drivers from being employed elsewhere through debt peonage, and DAC abuse. [RWIT Letter to Federal Trade Commission Regarding Non-compete Clauses in Trucking \(realwomenintrucking.org\)](#)

We urge the FMCSA to consider our recommendations and thank you for the opportunity to submit this public comment. Please contact us with any questions

you have related to the statements made within this comment at desiree@realwomenintrucking.org

Respectfully,

Desiree Wood

Desiree Wood
President
REAL Women in Trucking, Inc
Truckers Emergency Assistance Responders, Inc.

