

Exhibit B

In the Matter Of:
FREDERICK BLODGETT

vs

FAF, INC.

Frederick V. Blodgett

August 02, 2018



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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE

FREDERICK BLODGETT, d/b/a BIG)		
FS LLC, on behalf of himself)		
and all others similarly)		
situated,)		
	No. 2:18-cv-00015	
Plaintiff,)		
)	
vs.)		
)	
FAF, INC., d/b/a/ FORWARD AIR)		
TRANSPORTATION SERVICES, INC.,)		
and DOES 1-25,)		
)	
Defendants.)		

Thursday, August 2, 2018

VIDEOTAPED DEPOSITION OF
FREDERICK V. BLODGETT

Ref. No. 131945
REPORTED BY: CHARLOTTE A. MATHIAS, CSR 9792, RPR

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FREDERICK BLODGETT, d/b/a BIG)
FS LLC, on behalf of himself)
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Plaintiff,) No. 2:18-cv-00015
vs.)
FAF, INC., d/b/a/ FORWARD AIR)
TRANSPORTATION SERVICES, INC.,)
and DOES 1-25,)
Defendants.)

BE IT REMEMBERED that on Thursday, the 2nd
day of August, 2018, commencing at the hour of
9:13 a.m. at the Hilton Garden Inn, 9241 Laguna
Springs Drive, Elk Grove, California, before me,
Charlotte A. Mathias, a Certified Shorthand Reporter
in and for the State of California, personally
appeared

FREDERICK V. BLODGETT,
called as a witness by the Defendant, who, being by
me first duly sworn, was thereupon examined and
interrogated as hereinafter set forth.

THE VIDEOGRAPHER: We are going on the
record at 9:13 a.m., on August 2nd, 2018. This is
volume 1, media unit tape 1 of the video deposition

1 of Frederick Blodgett taken by the defendant in the
2 matter of Frederick Blodgett, et al., versus FAF,
3 Incorporated, et al., filed in the United States
4 District Court Eastern District of Tennessee, case
5 number 2:18-cv-00015.

6 This deposition is being held at 9241
7 Laguna Springs Drive, Elk Grove, California 95758.
8 My name is John Nygard. The court reporter is
9 Charlotte Mathias. Both with the firm Stewart
10 Richardson Deposition Services with offices in
11 Indianapolis, Indiana.

12 Counsel will now state their appearance and
13 affiliation for the record, starting with taking
14 counsel, after which the court reporter will swear
15 in the witness.

16 MR. HANSON: My name is James Hanson, and I
17 represent the defendant, FAF, Incorporated.

18 MR. ECKHART: My name is Christopher
19 Eckhart. I also representing the defendant, FAF,
20 Incorporated.

21 MR. HANCE: My name is Michael Hance. I'm
22 the chief legal officer for Forward Air.

23 MS. PERRY: My name is Danielle Perry. I'm
24 counsel for Frederick Blodgett and the putative
25 collective.

1 THE REPORTER: Would you raise your hand,
2 please? Do you solemnly state to tell the truth,
3 the whole truth, and nothing but the truth, so help
4 you God?

5 THE WITNESS: I do.

6 THE REPORTER: Thank you.

7 EXAMINATION

8 Q. BY MR. HANSON: Mr. Blodgett, would you
9 state your name for the record?

10 A. Frederick Vernon Blodgett.

11 Q. Mr. Blodgett, have you ever given a
12 deposition before?

13 A. No, sir.

14 Q. All right. Let me explain some rules that
15 we're going to follow today. It's important that
16 you answer orally to every question that's asked of
17 you. It's not -- even though it's being videotaped,
18 and a lot of times in conversation we may nod our
19 head or shake our head yes or no, but we need to
20 have oral responses so that there's no
21 misunderstanding as to whether you agree or disagree
22 or said yes or no on anything.

23 And if you forget, don't worry about it. I
24 will remind you. But can you try to remember to do
25 that?

1 Q. Who contacted you?

2 A. A -- a Forward Air employee, as far as I
3 know, named Danielle. I can't remember her last
4 name.

5 Q. What did the two of you -- how many
6 conversations did you have, first of all?

7 A. I'm going to say probably three or less.

8 Q. All right. And I realize now, going back a
9 number of years, it may be hard to remember each one
10 specifically. But what was the general -- what did
11 you learn about the work at Forward Air -- or what
12 did you learn about Forward Air from your
13 conversation with this recruiter Danielle?

14 A. Well, really not a lot. But what she did
15 is basically went over my application, and then she
16 said she would call me back. And then from there,
17 we went into processing. Then we picked dates of
18 when I would go to orientation, because by that
19 time, I was already in agreement -- agreement to go
20 to work for Forward Air.

21 Q. And did you do that with the idea of
22 getting a tractor from a lease purchase program?

23 A. Yes.

24 Q. What information were you given about the
25 lease purchase program at Forward Air?

1 A. Okay. Danielle did mention that, you know,
2 I would have to come up with a truck. And if I
3 wanted to do this lease program, this is the
4 companies that they use which was Quality -- Quality
5 Lease Company. And if I wanted to, I could go and
6 get a truck because they had one in Fontana.

7 And so I drove to Fontana to see what
8 trucks they had. I didn't see anything that I
9 liked. So then that's when I waited until I went to
10 Forward Air to try to get a truck in Indianapolis.

11 Q. Now, was this on the website? Was this
12 in -- did you pursue it in an application for -- to
13 be on owner-operator for Forward Air? Let me
14 rephrase the question for you.

15 You know, in the trucking industry, you
16 know what owner-operators are; correct?

17 A. Yes.

18 Q. They have a truck that they bring to a
19 for-hire motor carrier; correct?

20 A. Not necessarily, sir.

21 Q. Well, there's lease purchase programs. But
22 ultimately, the owner-operator brings a truck that
23 he leases on to the motor carrier; correct?

24 A. I see what you're saying. But once again,
25 the owner-operator, the way I look at it, has all

1 the responsibility of permits and all this other
2 stuff. So he doesn't -- even though he's an
3 owner-operator, he cannot necessarily have the lease
4 on. It's a choice if he is an owner-operator. But
5 as far as a contractor, then that's a little bit
6 different. So there's a --

7 Q. Explain the difference as -- the difference
8 you make between the owner-operator and a
9 contractor?

10 A. An owner-operator can do -- it's his truck.
11 He can do whatever he wants with it. A lease driver
12 and a company driver and all this other has to --
13 it's controlled by a company.

14 Q. Well, we'll talk a little bit about what
15 your job was on a day-to-day basis. But I'm -- I'm
16 still not understanding the differentiation -- the
17 distinction you're trying to make between an
18 owner-operator having control of the truck and
19 responsibility for the truck. Would that be paying
20 for the maintenance and repair on the truck, an
21 owner-operator would?

22 A. Yes.

23 Q. Paying for the fuel to operate the truck;
24 correct? An owner-operator would?

25 A. Yes.

1 Q. And -- and for you, in -- when you worked
2 as a -- as what you called a contractor for Forward
3 Air, you paid for the maintenance and repair of the
4 truck; correct?

5 A. Yes.

6 Q. And you paid for the fuel that was used in
7 the truck; correct?

8 A. Yes.

9 Q. And an owner-operator would pay for the
10 insurance on the truck?

11 A. Yes.

12 Q. And you as a contractor for Forward Air
13 paid for the insurance on the truck; correct?

14 A. Yes.

15 Q. Did -- an owner-operator would pay federal
16 highway use taxes; correct?

17 A. Yes.

18 Q. And you as a contractor for Forward Air
19 paid for the federal highway use taxes?

20 A. Yes.

21 Q. Any other things that an owner-operator
22 would be responsible for that you are not
23 responsible for?

24 A. Permits, the actual highway numbers that
25 you put on your truck that they pay for themselves,

1 which are permits or the carrier numbers, things
2 like this. They would be responsible for doing all
3 this on their own. Any other -- let me think.

4 Their own loads. Their -- getting their
5 own loads. Getting their own customers. Any other
6 federal safety items that they have to do to make
7 sure everything passes. So they would have to get
8 their annual inspections. Everything that would go
9 through motor -- motor company.

10 They have to set up their own urinalysis
11 collection points, because they're their own
12 company. They would take care of their own DMV
13 physicals. They would do all this instead of going
14 through a contractor. A true owner-operator does
15 all of this, and plus -- plus more that I cannot
16 think of.

17 Q. As an owner-operator, what you're talking
18 about is somebody who has their own operating
19 authority to be able to haul loads?

20 A. Yes.

21 Q. And their own customer base?

22 A. Yes.

23 Q. Now, aren't there owner-operators -- aren't
24 you familiar with owner-operators in the industry
25 that actually work for for-hire motor carriers?

1 A. Expedited, I would take a load wherever
2 they needed me to take it. I may drop a trailer.
3 It may -- because all the airport runs that we did
4 were considered Expedited runs.

5 Q. What airports did you run between?

6 A. Mostly between San Francisco and
7 California -- right here. I want to say Anaheim,
8 but it's not Anaheim. Carson, California. The
9 terminal there. I did a lot of that.

10 And then sometimes I did the one that would
11 go all the way out to Phoenix, Arizona. I've done
12 that one. And Portland, Oregon. And Sacramento. I
13 can't remember if I did any others, but that's it.

14 Q. And then you did the LTL work?

15 A. Yes.

16 Q. And that would be hauling truck loads
17 between terminals?

18 A. Yes, sir. The truck loads between --

19 Q. More of a line haul move?

20 A. Yes, sir.

21 Q. How much of the -- go ahead.

22 A. Also the airport runs, even though we
23 didn't unload, we had to go inside, open the door,
24 and watch them, the airport personnel, unload our
25 stuff. And then if there was any shipper load and

1 count or any questions, once again -- but once
2 again, we took the loads. They were sealed, and
3 they unsealed them, and then they unload it. Or we
4 may turn around and grab a load going to another
5 airport. You know. So --

6 Q. Would you drop a trailer?

7 A. No. We did not drop trailers at the
8 airport.

9 Q. You would take the empty trailer to get it
10 loaded again?

11 A. Yes. And you might go right back to the
12 same airport and then go to the next airport.

13 Q. How much of the -- during your time for
14 Forward Air, how much of it was done doing work for
15 Forward Air Solutions? Can you give me a
16 percentage, approximately?

17 A. I would say, because I can only give you an
18 estimate, between 5 and 10 percent. Because I only
19 did like certain -- certain runs.

20 Q. Like the TJ Maxx you mentioned?

21 A. Yes.

22 Q. For Expedited, what -- would you give us a
23 general percentage of the work?

24 A. Because of the airport runs and stuff that
25 was technically theirs, 20 to 25 percent.

1 Q. And the LTL work, then, would be?

2 A. Whatever's left over, sir.

3 Q. And so if we go on the high end, it would

4 be 65 percent, and it could be as much as 75 -- 65

5 to 75 percent?

6 A. Yes.

7 Q. Was the work that you did, regardless of

8 the division, the same?

9 A. Okay. If I'm understanding that right,

10 then I could say yes, because my main thing was to

11 drive to get the freight there. And then once I got

12 there, then it may get a little bit different

13 whether I unload it, not unload it, or things like

14 that. But basically, yes, that was the same.

15 Q. It was to pick up a trailer full of

16 freight, move it to another destination, and have it

17 be unloaded?

18 A. Whether I unloaded it or they unloaded it,

19 yes.

20 Q. Yes.

21 A. Yes. And I did do a few just drop the

22 trailer. And that had to do with -- I took some

23 stuff that had to do with military, I guess. And I

24 took the trailer to -- let's see. Hayward?

25 Somewhere. Anyway, we dropped the trailer, and I

1 don't know if they picked them up later or what, but
2 that's all I had to do.

3 Q. The -- but the basic work of driving, what
4 you had to do all is the same; correct?

5 A. The basics, yes.

6 Q. Yeah.

7 A. Yes.

8 Q. Now, I have one question I forgot to ask
9 you about your prior -- at the Army and Air Force
10 Exchange Service. Why did you want to leave that
11 company or that -- that part of the government's
12 operations?

13 A. Differences of opinions after so many
14 years, and it was easier to just leave. And I kind
15 of wanted to go on my --

16 Q. On your own?

17 A. On my own. Yes.

18 Q. And -- and if we were to go back and do a
19 records request from the Army and Air Force Exchange
20 Service to find out why you left, what would their
21 records show, as far as you know?

22 A. As far as I know, I don't know, sir.
23 Because I don't know -- I -- as far as I know, I
24 left agreeable. So --

25 Q. In other words, you're saying they didn't

1 continue doing business with Forward Air, you needed
2 to form a business entity to do business with
3 Forward Air?

4 A. Yes. That's what I learned, and that's
5 what I did.

6 Q. And your -- and your option, if you didn't
7 really want to form a business entity, would be to
8 just cease -- cease providing services to Forward
9 Air; correct?

10 A. I guess in those terms, yes, sir. I will
11 say something about this. I don't know who this AT
12 Business Service is. I recognize the one above,
13 number 1, Equinox Business Solution. And like I
14 said, they came out during my orientation. I signed
15 up so that they would do my taxes on a weekly basis.
16 And that money came out of my settlement sheets.

17 Q. That was something you authorized to pay
18 them?

19 A. Yes. Because that way, they tracked what
20 they needed to track for taxes. Besides the extra
21 stuff I had to send them.

22 Q. And you also used them to set up your
23 business?

24 A. Yes.

25 Q. How did you find out that they could help

1 you set up your business entity?

2 A. I called them.

3 Q. And that was sometime after you were
4 already working as a contractor for Forward Air?

5 A. Yes. Also they did my highway tax. I
6 can't remember the numbers now. They would tell me
7 how much I owed for my highway tax, things like
8 that, and my quarterlies -- my quarterly taxes,
9 things like that.

10 Q. The quarterly taxes you paid to the IRS?

11 A. Yes. And I ended -- I did not pay some of
12 the quarterly taxes. I had to wait to pay it
13 because I didn't have enough money. But as long as
14 everything got paid by the end of the year, that's
15 when I would actually pay bigger monies. But they
16 were done each quarter.

17 Q. You said somebody from Equinox came to
18 orientation to talk to you about the services they
19 provided?

20 A. Yes.

21 Q. Or that they would provide --

22 A. Yes.

23 Q. -- correct? Did anybody from American
24 Truck Business Service come to make a presentation?

25 A. I don't remember those people, sir. I know

1 it's on the form, but I don't remember those people.

2 Q. Did you ever make a call to ATBS to find
3 out what services they could provide as compared to
4 Equinox Business Solutions?

5 A. No, I did not. And with Equinox, they had
6 two different prices. I paid the higher amount,
7 which was like 23 -- I believe it was \$23 instead of
8 the 15 so that they would do these extra services
9 for me. Help me make sure my LLC was up-to-date
10 every year, this and that. I mean, they still
11 charged me the little extra fees throughout, but
12 they would get this done. And I paid the little
13 higher amount to make sure it was done, but I chose
14 that.

15 Q. That was \$23 a week?

16 A. Yes.

17 Q. Versus you could have done \$15 a week
18 charged to have fewer services if you had been
19 willing to do other things yourself?

20 A. Right. But I didn't want no problems with
21 taxes.

22 (Exhibit 5, 27-Page FAF, Inc., Independent
23 Contractor Agreement, was marked for
identification.)

24 Q. BY MR. HANSON: You have Exhibit Number 5
25 in front of you, which is a document we've produced

1 to your attorney. This first page, which is
2 identified as FAF000269, have you ever seen this
3 document before?

4 A. I must have seen it because my signature is
5 on it, sir.

6 Q. You did an electronic signature on this
7 one?

8 A. I believe so, sir, yes.

9 Q. How did -- how did you make electronic
10 signatures on documents when you were a contractor
11 or becoming a contractor for Forward Air?

12 A. I probably signed this when I was at a
13 terminal. Or when this was all set up. So that's
14 the only way I would have been able to do it, sir.
15 So I probably had to do it through the terminal, get
16 on the computer, and somebody would have had to help
17 me.

18 Q. So you know how to get on a computer and
19 navigate on a computer; correct?

20 A. I know how to do all that, but as far as
21 like this, then I'm -- I kind -- I would maybe not
22 be able to know how to get into this document. But
23 she probably told me how to do it, and then I went
24 on my own personal computer and did it.

25 Q. Okay. This says a name also of Brittney

1 Kantor. Do you know who that is?

2 A. Yes, I do.

3 Q. Who is Brittney?

4 A. Brittney is the lady who did the contracts

5 at Forward Air at Columbus, Ohio --

6 Q. This was --

7 A. -- or at Groveport.

8 Q. I'm sorry?

9 A. At Groveport.

10 Q. Groveport.

11 A. And that was in Columbus.

12 Q. So this is when you first became a

13 contractor for Forward Air?

14 A. I believe because of the date, this would

15 have been probably a couple contracts later because

16 of the trucks, because every truck had to redo a

17 contract. And then when I did my LLC, that was

18 another contract. So since this says 8 --

19 8/14/2015, this would have probably been around

20 about the second truck, I believe.

21 Q. Do you -- do you remember when you took

22 your first load for Forward Air? You said -- I

23 think you believe -- I believe you said it went down

24 to Knoxville to start -- or Nashville first?

25 A. Well, that was the first stop, Nashville.

1 But, yeah, that would have -- well, that would have
2 been after I signed the first -- got all that and
3 they gave me my stuff at Forward Air. So it would
4 have probably have been -- what? September? I'm
5 not exactly sure of the date. It might have been
6 October. I'd have -- can I take a look?

7 Q. You can.

8 A. Hold on. It would have probably been --
9 I'm not exactly sure because there's so many dates
10 here.

11 MS. PERRY: I'm going to object. The
12 documents speak for themselves, and the question is
13 calling for speculation at this point.

14 THE WITNESS: Yeah. It had to have been --
15 because I didn't -- had to be after September.
16 That's all I could -- yeah. It would be in my
17 logbook, what date I actually took that run. And
18 it's --

19 MS. PERRY: Everything --

20 THE WITNESS: -- an electronic book.

21 MS. PERRY: Everything here is on the
22 record, so you want to speak towards the court
23 reporter.

24 THE WITNESS: Oh, sorry.

25 Q. BY MR. HANSON: Mr. Blodgett, this is just

1 to maybe see if I can refresh your recollection. I
2 have settlement sheets. And the first one that I
3 have for you is -- is -- it's got a pay date of
4 September 11th of 2015. And it shows a first load
5 of August 15th of '15. And I want to just show you
6 that page to see if that helps give you some --
7 some -- helps your recollection of when you hauled
8 your first load for Forward Air.

9 A. Okay. So basically, this is 8/31. So
10 that -- yes. So the -- that would be 31 August that
11 I took my first --

12 Q. Well --

13 A. -- because that's when they would have --

14 Q. Well, go down further where it has the
15 actual movements, where it has 8/14 -- or 8/15, I
16 should say. Let's go back to the first page for a
17 minute. Let me ask a different question.

18 On August 31st, where does it show your --
19 show the load to have been moved to?

20 A. It never showed that on this paperwork. It
21 only said how much the rate and the --

22 Q. And it gave a bill of lading number --

23 A. Yes. Yes.

24 Q. -- or a pro number?

25 A. You would have to compare this with my

1 that -- that coverage or that limiter?

2 A. I believe I was told I didn't need it
3 because Forward Air carried their own insurance on
4 their own trailers.

5 Q. And --

6 A. And that's something I did not have to.

7 Q. But it wouldn't -- you wouldn't get any
8 benefit from signing up for it?

9 A. Right.

10 Q. And then on the next page, 280, number
11 eight says, "Methods of delivery of settlement
12 statements." And option one, getting settlement
13 statements by US mail, versus option two, pick up.
14 Do you remember signing on to have things mailed to
15 your home?

16 A. Yes. That's how I did get my settlement
17 sheets.

18 Q. Why did you want them mailed to your home?

19 A. I like paper, sir. So I want paper. And I
20 don't have time to go on the computer all the time
21 and all this other. So I like paper.

22 Q. So that's how you decided? You made --

23 A. Yes.

24 Q. -- that decision to get your settlement
25 statements by -- by mail?

1 A. Yes. Plus, not to say anything bad, this
2 way my wife would know what I was getting, things
3 like that, because I wasn't home all the time. And
4 she's the one that would be doing our bills and
5 things like that.

6 Q. So she would know how much money --

7 A. Yes, sir.

8 Q. -- would be going into the bank account?

9 A. Yes.

10 Q. On page 283, there's paragraph number six.
11 There's -- option three is chosen to have weekly
12 payments via direct deposit. Were your settlements
13 direct deposited into your -- your personal bank
14 account?

15 A. In the beginning, yes. And then once I did
16 the LLC, then they went to the business bank
17 account.

18 Q. And then page 284, again, there's a --
19 there's an electronic signature?

20 A. That is my signature.

21 Q. If you take -- go back to pages 292, 293,
22 294, and 295. 292 is -- it says it's a statement of
23 lease. And it's got the serial number of the
24 Freightliner Cascadia model -- model, year 2012,
25 with the BC8273. And that would have been the first

1 truck that you -- you had that you used as a
2 contractor for Forward Air?

3 A. Yes.

4 Q. And there's electronic signatures on those
5 following pages, and those are all ones that -- that
6 you would have -- you would have directed to sign?
7 You would have signed using the electronic
8 signature, I should say?

9 A. Yes, sir. Yes. They're all my signatures.
10 That would have been all the -- when we were doing
11 the contracts. And that would have been when I was
12 sitting in front of Ms. Brittney. Yes.

13 MR. HANSON: I'm going to show you what's
14 now going to be marked for identification as Exhibit
15 Number 6.

16 (Exhibit 6, 52-Page Independent Contractor
17 Operating Agreement, was marked for
identification.)

18 Q. BY MR. HANSON: Now, Exhibit Number 5 that
19 you had in front of you was a signature page. And
20 if you go back to page 22 of Exhibit Number 6.

21 A. Which page, sir?

22 Q. I'm sorry. On the bottom right-hand
23 corner, it's FAF001450.

24 A. That's this; right?

25 Q. Yeah. And Exhibit Number 6 has Bates

1 numbers of 1425 through 1476. Is this a compete
2 copy of the independent contractor operating
3 agreement that you had with Forward Air at the time
4 you first started with Forward Air?

5 A. It looks familiar, but I wouldn't swear
6 upon it because even though it says Forward Air,
7 this is probably standard for the trucking companies
8 out there.

9 Q. So if we look at -- in Exhibit Number 6,
10 page FAF001450?

11 A. 1450?

12 Q. All right. And you can see the signature
13 page that is on that document. Now, I want you to
14 compare it to Exhibit Number 5 -- the first page of
15 Exhibit Number 5, which is FAF000269. It's the
16 same -- same page, isn't it?

17 A. Yes. It's the standard form. Yes, sir.

18 Q. Yes. It would have been the other part of
19 the lease agreement or the independent contractor
20 operating agreement you had with Forward Air --

21 A. Yes.

22 Q. -- correct? Mr. Blodgett, I'm going to
23 show you what's being marked for identification as
24 Exhibit Number 7.

25 / / /

1 (Exhibit 7, 1-Page DocuSign Envelope, was
2 marked for identification.)

3 Q. BY MR. HANSON: That one is identified as
4 Blodgett 000001. Do you recognize that document?

5 A. Yes, sir.

6 Q. What is that document?

7 A. The same one as you showed me for
8 Exhibit 5, only this is the one I did when I
9 actually formed my LLC.

10 Q. And that's got Big FS, LLC?

11 A. Yes.

12 Q. It's got an employer identification number
13 of 47-5212030.

14 A. Yes. Because that was one of the things we
15 did before we left orientation is -- they told us we
16 had to get our own employer ID number, which I did.

17 Q. For your LLC?

18 A. Well, not just for my LLC. But, yes, for
19 my LLC.

20 Q. Do you have the paperwork where you applied
21 for the --

22 A. To the federal?

23 Q. Let me finish -- let me finish my -- my --

24 A. Sorry.

25 Q. -- question. Do you have the employer

1 identification number application for the federal
2 government and the paperwork associated with
3 applying for that and receiving that number from the
4 federal government?

5 A. I know I have the number because it's all
6 in the files with the LLC. And I don't know if I
7 got blank forms or anything like that, but I filled
8 it out. And I can't remember if I went online and
9 did it, but I did it however I did it. And then
10 they sent me back, and that was my number.

11 Q. At the bottom of that, there's a date that
12 says 1/16/2016. Do you see that at the bottom?

13 A. Yes.

14 Q. First of all, let me ask. The employer ID
15 number, you recognize that as the employer ID number
16 for your LLC?

17 A. Yes.

18 Q. The date there, do you recall signing it on
19 that date?

20 A. Yes. By electronics, I think.

21 Q. Yeah. By electronic signature?

22 A. Yes, yes, yes.

23 Q. So you ran as Frederick -- Frederick V.
24 Blodgett from the time period of sometime in August
25 of 2015 until January of 2016?

1 A. Yes. When I finally was able to sit down
2 and fulfill my agreement with Forward Air that I had
3 to do my LLC.

4 Q. And then after January 16th, 2016, you did
5 business with Forward Air as the LLC, Big FS, LLC;
6 correct?

7 A. Yes, sir.

8 Q. And the payments that were made by Forward
9 Air for the delivery of loads that you performed
10 after January 16th, 2016, would that have been paid
11 to Big FS, LLC?

12 A. Yes.

13 Q. And did you pay yourself out of Big FS,
14 LLC, for the services you provided to the LLC?

15 A. No, I did not.

16 Q. The money went to the checking account;
17 correct?

18 A. Yes.

19 Q. And that was the LLC checking account --

20 A. Yes.

21 Q. -- correct? So how did you get paid for
22 the services you provided to the LLC?

23 MS. PERRY: Lack of foundation.

24 THE WITNESS: I see what you're saying, but
25 as far as actually doing a payroll myself, I know I

1 A. No. She was not paid. She was loved.

2 Q. That's payment enough; right?

3 A. Yes, sir.

4 Q. And there's food on the table?

5 A. Yes, sir.

6 Q. When you were working as a contractor for
7 Forward Air, did you understand that you were not an
8 employee of Forward Air?

9 A. No, sir. I did not totally understand
10 that.

11 Q. All right. What -- what was it that you
12 didn't understand about not being an employee?

13 A. I guess the point of the control -- the
14 control because everything depended on them giving
15 me a load. So technically, I had to do the loads,
16 everything through them. It all went through them.
17 They -- I was basically their representative out
18 there. The truck was marked for them. Everything
19 was directed toward them. So as far as I'm
20 concerned -- well, I shouldn't say that. That's why
21 I felt like I was an employee.

22 Q. I'd like you to go back to Exhibit Number 6
23 for a few moments. I'd look at -- like you to look
24 at Exhibit Number 6, page FAF001429. If you look at
25 paragraph 1(a), where it's entitled contractor

1 services and equipment. Do you see that?

2 A. Yes, sir.

3 Q. That first sentence says, "During the term
4 of this agreement, contractor shall provide carrier
5 professional truck driving services," which you did;
6 correct?

7 A. Yes, sir.

8 Q. And it says, "other incidental
9 transportation related services." Did you provide
10 other incidental transportation related services as
11 a contractor to Forward Air?

12 A. I'm not sure if I know what that means.

13 Q. Are you -- did you sometimes load or unload
14 trucks?

15 A. Yes, sir.

16 Q. Would those maybe be considered incidental
17 transportation related services?

18 A. Yes, sir. If you're talking about when I
19 would unload at -- for Solution or something -- like
20 Solution loads or something like TJ Maxx. But as
21 far as at a terminal, I usually didn't do that.

22 Q. That was -- like, at Forward Air Solutions
23 is when you're talking about doing a live load or
24 unload --

25 A. Yes.

1 Q. -- correct?

2 A. Yes.

3 Q. And then it says, "and the use of equipment
4 set forth in section 1 of appendix A." That would
5 be the section that identifies what tractor you were
6 actually driving for Forward Air; correct?

7 A. From my understanding, yes.

8 Q. And so you provided truck driving services
9 and equipment to Forward Air in your work as a
10 contractor; correct?

11 MS. PERRY: Objection. Calls for a legal
12 conclusion.

13 THE WITNESS: I -- I would -- I would
14 technically have to say, yes, because it was -- I
15 did have the truck, and it was for the job that --
16 that --

17 Q. BY MR. HANSON: Hauling the loads?

18 A. Hauling the loads.

19 Q. And you got paid for delivering the loads;
20 correct?

21 A. I got paid by the mileage, and that's it.
22 So that -- if that's the terms that you want to use,
23 that I got paid for the load, yes, I got paid in
24 mileage.

25 Q. And the mileage pay that you got was based

1 on a computerized -- it wasn't actual miles driven;
2 correct?

3 A. Okay. I believe you're correct that it was
4 on computer. But I really kind of never really
5 understood that on mileage, how they paid. But
6 generally, that's what I understood is, they used --
7 was it postal? It was all set up many years ago,
8 but postal -- from post office to post office. You
9 know how they do that for shipping goods and things
10 like that? So I believe it was on that; not actual
11 mileage.

12 Q. It was using some type of, like, Rand
13 McNally or --

14 A. Yes.

15 Q. It was using a computerized program like
16 Rand McNally or PC MILER, one of those; correct?

17 A. Yes.

18 Q. And those miles were all assigned to how
19 many miles would be associated with a trip --

20 A. Yes.

21 Q. -- correct? And you got paid when the load
22 was delivered; correct?

23 A. Yes.

24 Q. And you had to do certain things in order
25 to get a load delivered; correct?

1 A. Yes.

2 Q. Like for -- go ahead.

3 A. Okay. There was a cut-off time. So you
4 might start a load, and it just depended on --
5 because payroll had to be in. So I don't know if
6 there was a cut-off where some loads would be --
7 like, half would be, like, say, Friday night. The
8 other half would go on a Saturday.

9 So I don't know all that. I -- because I
10 don't remember. You'd have to check all my pay
11 records. But basically, I delivered a load, then I
12 would get paid for that load.

13 Q. Right. And you only got paid when the load
14 was actually delivered; correct?

15 A. Yes.

16 Q. And the amount that you would get paid for
17 the load would be based on the miles attributed to
18 that -- to that delivery; correct?

19 A. Yes. Plus I got two cents extra for having
20 a truck that was less than five years. And for
21 having a HazMat license, I got an extra two cents.

22 Q. So I take whatever the mileage rate is, you
23 add two cents for newer truck, and another two cents
24 for the HazMat endorsement on your license -- on
25 your CDL; correct?

1 A. Yes, sir.

2 Q. And the amount that you're paid for
3 delivery of the load is the miles attributed to that
4 load; correct?

5 A. Yes, sir.

6 Q. And you had to do anything that was
7 required in order to get the load delivered to be
8 paid; correct?

9 A. Yes.

10 Q. So let's talk about a couple of those
11 things as a contractor.

12 That would include receiving the load
13 information -- the dispatch as to what's the load
14 you're going to be hauling; correct?

15 A. Yes.

16 Q. And that would give you -- for example,
17 when you receive load information, it would tell you
18 where you're going to make the pick-up; correct?

19 A. Because -- all that was really on the
20 Qualcomm they would send me, which I was already at
21 the terminal. So I don't remember if they actually
22 said pick it up from this place unless they wanted
23 me to go somewhere else. But, yes, that's the
24 basic.

25 Q. The basics is, you've got to be told where

1 themselves.

2 THE WITNESS: Do I answer?

3 Q. BY MR. HANSON: Yes.

4 MS. PERRY: Yes.

5 THE WITNESS: Okay. Why would I when I get
6 paid by miles? Why would I technically be looking
7 at minimum wage until -- you know, what I'm saying?
8 Until this subject came up?

9 Q. BY MR. HANSON: I'm -- I -- I'm trying to
10 find out what you did to determine whether you had
11 ever been paid less than \$7.25 per hour for any hour
12 worked?

13 MS. PERRY: Calling for legal conclusion.

14 THE WITNESS: I don't know how to answer
15 that. So I don't know.

16 Q. BY MR. HANSON: You've never done any
17 analysis of your -- of your logs for hours worked or
18 your pay to determine what you were paid on an
19 hourly basis on average in any particular workweek,
20 have you?

21 A. No. I did not because, once again, the way
22 I was paid was by the mile. So why would I be
23 worrying about an hourly basis?

24 Q. Right.

25 A. I did not know to do that. So --

1 Q. But you filed a lawsuit alleging the
2 company didn't pay you \$7.25 on average for each
3 hour you worked.

4 MS. PERRY: Is that a question, Counsel?

5 Q. BY MR. HANSON: You never checked, did you?

6 MS. PERRY: Objection. The documents speak
7 for themselves, including the first amended
8 complaint.

9 THE WITNESS: Prior to putting in for the
10 lawsuit, no, I did not check.

11 Q. BY MR. HANSON: What made you believe that
12 you had not been paid at least \$7.25 per hour for
13 each hour you worked in any -- in any workweek?

14 MS. PERRY: I'm going to object that you're
15 seeking attorney-client privileged conversations.
16 To the extent your answer has something -- is based
17 off of information that we discussed or that you
18 discussed with any of your other attorneys, I
19 instruct you not to answer. Otherwise, you are free
20 to answer the question.

21 THE WITNESS: Then I will not answer.

22 Q. BY MR. HANSON: So you never thought that
23 you had been paid less than \$7.25 for any particular
24 hour that you worked in any workweek until you
25 talked to lawyers?

1 A. I don't know how to answer that. So I
2 can't answer that.

3 Q. Do you really believe that you've not been
4 paid at least \$7.25 for each hour you worked for the
5 company?

6 MS. PERRY: I'm going to object that it's
7 vague and ambiguous as to the term worked.

8 THE WITNESS: Once again, the way you're
9 doing your math, the way you're figuring out what
10 the hours and things like that, then you're showing
11 that. But that's not how I was paid. I was paid by
12 the mile.

13 MR. HANSON: Would you repeat my question
14 for me, please?

15 (The record was read as follows:

16 "Q. Do you really believe that
17 you've not been paid at least \$7.25 for
18 each hour you worked for the company?")

19 THE WITNESS: Yes. I really believe I was
20 not paid \$7.25 if that's what you want to hear.

21 Q. BY MR. HANSON: And what do you base that
22 belief on?

23 MS. PERRY: And I'm going to --

24 Q. BY MR. HANSON: And you -- and -- and
25 you've -- you've not done any analysis of the

1 records. So what do you base that belief on?

2 MS. PERRY: Again, I'm going to object.
3 You're calling for a legal conclusion and
4 attorney-client privileged information. To the
5 extent your belief that you are making less than
6 minimum wage is based on attorney work product that
7 was discussed with you --

8 MR. HANSON: That's a speaking objection.
9 Please, do not make speaking objections.

10 MS. PERRY: Sure. Attorney-client
11 privilege. I'm going to instruct you not to answer
12 to the extent it's based on our conversations. You
13 can answer otherwise is what I was getting at.

14 THE WITNESS: Then I won't answer.

15 Q. BY MR. HANSON: Do you have a belief -- let
16 me ask the question differently.

17 What do you believe in how much you were
18 paid on an average hourly basis?

19 MS. PERRY: Calls for a legal conclusion.
20 To the extent you have a belief separate from
21 attorney-client communications, you can answer.

22 THE WITNESS: Okay. Because I didn't get a
23 check for hourly wages.

24 Q. BY MR. HANSON: So you have no idea of
25 hourly wage you were paid for any particular

1 workweek; correct?

2 A. Not the way you're doing the figuring.

3 Q. Right. And you've never done any analysis
4 yourself; correct?

5 A. Not to the extent that you're asking me.

6 Q. Do you have any other documents regarding
7 Forward Air that you have not turned over other than
8 what we've already talked about today?

9 A. To the best of my ability, only the
10 documents that we talked about about the deductions,
11 receipts, and things like that. But everything
12 else, I have turned them in.

13 Q. Have you communicated with anybody about
14 this lawsuit?

15 A. No.

16 Q. Have you put any social media out about
17 this lawsuit?

18 A. No.

19 Q. Have you searched on your computer for any
20 records regarding this -- regarding your work as a
21 contractor for Forward Air?

22 A. No.

23 MR. HANSON: Let's go off the record for
24 just a minute.

25 THE VIDEOGRAPHER: We're going off the

1 you -- you did not negotiate prices for your
2 services. Now, you did some when you had to go out
3 of route and whatnot and you wanted to be paid
4 extra; correct?

5 A. Okay. If you would consider that, yes.
6 But as far as the dollar a mile, that was basically
7 already preset when I came to work for Forward Air.

8 Q. Right. And your option if you didn't like
9 that amount was, you could say, I'm not going to
10 work for Forward Air; correct?

11 A. That's always the option.

12 Q. Right. You would have gone to Swift or one
13 of the other companies that you looked at; correct?

14 MS. PERRY: Calls for speculation.

15 THE WITNESS: Yes. As you put it that way,
16 yes.

17 Q. BY MR. HANSON: And you -- have you --
18 well, you didn't have any customers. So you never
19 tried to negotiate prices with your own customers;
20 correct?

21 A. Correct.

22 Q. The only customer you have is Forward Air,
23 when you -- when you were a contractor; correct?

24 A. Basically, correct.

25 Q. One last question. Or maybe a couple of

1 questions. It's the last area.

2 After you ceased being a contractor for
3 Forward Air, you know, the 1st -- around the 1st of
4 October 2017, did Forward Air loan you any money
5 after that -- after that -- after that time to help
6 you and your wife?

7 A. Okay. I'm going to answer just like this.
8 There was one guy who was in charge of the
9 dispatchers who allowed my wife -- and told her that
10 we could use the fuel card and get, I believe, \$400
11 to help with travel back because we were broke.

12 Q. The company made arrangements for your wife
13 to travel up to Portland to get to you; correct?

14 A. They were in the process of doing that, but
15 their idea of her traveling was her to hop in
16 another person's truck and he run her up, and then
17 how was she going to take care of me and do
18 anything? Then we would have had to -- instead, she
19 drove up. So this guy told her that he would
20 give -- allow her to use the fuel card. He -- he
21 instructed her how to do it, and then she could get
22 \$400 for gas. And that was a cash advance, yes.

23 MR. HANSON: I have no other questions.

24 MS. PERRY: Okay.

25 Q. BY MR. HANSON: Well, let me ask one -- one

1 before. Did you ever pay the \$400 back?

2 A. They have not asked for it. If they ask me
3 for it, I would give it to them.

4 MR. HANSON: I have no further questions.

5 MS. PERRY: I am going to ask some
6 questions, yes. We can go off the record just for
7 two or three minutes.

8 THE VIDEOGRAPHER: We're going off the
9 record. The time is 6:04 p.m.

10 (Pause in proceedings from 6:04-6:07.)

11 THE VIDEOGRAPHER: We're back on the
12 record. The time is 6:07 p.m.

13 EXAMINATION

14 Q. BY MS. PERRY: Mr. Blodgett, you testified
15 earlier with regards to the orientation you attended
16 for Forward Air. How many people did you attend
17 orientation with?

18 A. I can only estimate, and it was between 20
19 to 30 people.

20 Q. And at orientation, were you provided with
21 a Forward Air manual?

22 A. Yes.

23 Q. And do you remember the types of policies
24 that were in that manual?

25 A. We went over HazMat, a little bit of the

1 Qualcomm, how to use it. I can't remember
2 everything, but I still have the book.

3 Q. Did Forward Air provide you with safety
4 rules?

5 A. Yes.

6 Q. Did --

7 A. And -- and also the CFR 49 and the HazMat
8 books and things like this.

9 Q. At that orientation, did Forward Air
10 provide you all with driving guidelines?

11 A. I would have to look in that book to tell
12 you exactly what they provided me.

13 Q. Is it your understanding that Forward Air
14 expected you to follow the policies and guidelines
15 contained in the manual?

16 MR. HANSON: Objection. Speculative.

17 THE WITNESS: Yes.

18 MR. HANSON: And lacks foundation.

19 Q. BY MS. PERRY: You testified earlier that
20 you were paid based on mileage. Do you know -- did
21 you understand that all contractors were paid based
22 on mileage?

23 A. I can only speak what I was paid. I do not
24 know about other contractors.

25 Q. Did you ever hear of any other contractor

1 with Forward Air paid on percent of load basis?

2 A. No.

3 Q. Did you ever know of any other contractor
4 with Forward Air that was paid by some other method
5 that was not mileage?

6 A. What -- they do have company drivers, and
7 they're paid different. But as far as an
8 over-the-road driver, which is what you would
9 classify me, then no. I do not know none of that.

10 Q. Did Forward Air ever require you to
11 participate in a safety course?

12 A. Could you clarify that one?

13 Q. Sure. You testified earlier that you
14 received a ticket -- a couple of tickets -- I can't
15 remember how many you stated -- while you were
16 driving for Forward Air?

17 A. Yes. I had to take their type A safety
18 course because of the tickets. Plus they also had
19 to supposedly do safety briefings by the regulation.
20 So you would have to have these briefs and things
21 every -- I can't remember how many years or one year
22 or -- to update any new safety stuff.

23 And if they did, then they would send us
24 saying rules changed or safety -- you know, keep us
25 updated as far as that goes.

1 Q. When Forward Air sent you a load, did it
2 provide you with a pick-up time?

3 A. It provided me a pick-up time, but it was
4 always an estimated pick-up time because the load
5 might still not be ready. So this would be what you
6 would call -- they would say, we're going to have a
7 load for you tonight, be ready at 6:00. But the
8 actual time would be when they told me the load was
9 ready. And then that's when I would pick up the
10 load.

11 Q. And when they said be ready at 6:00, did
12 they expect you to be ready to pick up the load at
13 6:00?

14 MR. HANSON: Objection. Speculative, lack
15 of foundation.

16 THE WITNESS: I always assume that they
17 wanted me to pick it up on time of what they said it
18 would be ready.

19 Q. BY MS. PERRY: When you were assigned a
20 load, were you provided with a drop-off time?

21 A. I do not remember being given a drop-off
22 time.

23 Q. Were you always provided with a pick-up
24 time estimate regardless of whether you were driving
25 for Solution, Expedited, or LTL?

1 A. Yes.

2 Q. Did Forward Air permit you to reach out to
3 its customers directly to negotiate drop-off or
4 pick-up times?

5 MR. HANSON: Objection. Speculative, lack
6 of foundation.

7 THE WITNESS: No. They usually would tell
8 me when the load had to be ready there. And they
9 would tell me what time I had to -- if they did tell
10 me what time I had to be there. Like if I was doing
11 a customer base, they would say, your appointment
12 time is this. So they set all the appointment
13 times.

14 Q. BY MS. PERRY: Were you required to keep
15 Forward Air markings on your truck?

16 A. Yes.

17 Q. What were those markings?

18 A. A Forward Air sticker that had their name
19 on it, and their DOT authority number. I don't know
20 exactly what you call that. So that's basically
21 what it is.

22 Q. And based on your understanding of
23 Department of Transportation regulations, were you
24 permit -- and of Forward Air's policies, were you
25 permitted to drive your truck marked with Forward

1 Air markings for any other company?

2 MR. HANSON: Objection. Compound question.

3 Q. BY MS. PERRY: I'll separate that one out.

4 Let me re-ask it.

5 A. Okay.

6 Q. Based on your understanding of Department
7 of Transportation regulations, were you permitted to
8 drive your truck with Forward Air markings for
9 another company?

10 A. To the best of my ability, no, I did not
11 know I could drive another trucking company under
12 Forward Air's authority. To the best of my ability.

13 Q. Would Forward Air allow you to use their
14 authority to drive for other companies or haul
15 loads -- to drive for other companies?

16 MR. HANSON: Objection. Foundation.

17 THE WITNESS: I don't know that.

18 Q. BY MS. PERRY: About how often did you
19 return home while you were working for Forward Air?

20 A. That is a very hard question to answer.

21 Q. If you have an estimate, provide it. If it
22 would be a guess, then I don't need it.

23 A. In the beginning, I was probably gone until
24 the end of October. And I was home for a week to
25 take care of my driver's license. And then after

1 that, it would be like a week every couple of
2 months. And then towards the end right before all
3 this happened, I hadn't been home in six months.

4 Actually, I would like to stand corrected
5 on that. I did go home with enough time to take
6 blood tests and a doctor's visit to VA right before
7 all this happened. So I took the blood test, which
8 I ran down and did, came right back to work. And
9 then the following week, I had a doctor appointment
10 at the VA clinic close to my house. I may have ran
11 home real quick and came back to do another one.

12 So if you're talking hours, I stand
13 corrected. I did do that in, I believe, August
14 and -- well, the end of one month and beginning of
15 another. And then next thing I know, this all
16 happened in October. So it wasn't a full six
17 months. But --

18 Q. During your time at Forward Air, did you
19 ever know of any contractor that drove their Forward
20 Air truck for another company?

21 A. No. I do not know that.

22 Q. During your time at Forward Air, did you
23 ever feel pressured to take a load you really didn't
24 want?

25 A. Yes. But a lot of -- once again, part of

1 that was myself because I would not refuse a load.

2 So --

3 Q. Was it your understanding that you would be
4 punished if you refused a load?

5 MR. HANSON: Objection. Speculative, lack
6 of foundation, too.

7 THE WITNESS: In a way, yes. I -- I felt I
8 would be punished if I didn't do a run, because then
9 they may not give me another run for a day or
10 whatever. So, yes, in a way, a punishment.

11 Q. BY MS. PERRY: You testified earlier that
12 there were times when you asked your dispatcher if
13 they had a better load available. Was that correct?

14 MR. HANSON: Objection. Leading.

15 THE WITNESS: Yes. There was times I did
16 ask for a better load.

17 Q. BY MS. PERRY: Did your dispatcher ever
18 provide you with a better alternate load when you
19 asked?

20 MR. HANSON: Objection. Hearsay without
21 foundation.

22 THE WITNESS: I would say no.

23 Q. BY MS. PERRY: Did Forward Air require you
24 to keep some sort of maintenance escrow?

25 A. To the best of my ability, that's what I

1 thought that the maintenance escrow was, yes.

2 Q. Did you ever consider yourself completely
3 off-duty when you were away from home with Forward
4 Air?

5 MR. HANSON: Objection. Speculative.

6 THE WITNESS: No, I did not.

7 Q. BY MS. PERRY: Why not?

8 A. Because if I wasn't home, then how was I
9 technically off-duty? And I'll give you an example.
10 I couldn't drink because I was with the truck. And
11 all this other because the DOT and all this other.
12 So for me to actually be off-duty, I needed to
13 relax. So certain thing like that. So -- where I
14 could -- how do you say? Not have total
15 responsibility. In other words, be able to put my
16 hair down, so to speak. That's the only way I can
17 say it.

18 MS. PERRY: That's all I have for now.

19 FURTHER EXAMINATION

20 Q. BY MR. HANSON: I have some questions for
21 you based on the questions that were asked of you.

22 You said you did not feel you were off-duty
23 when you were not at home. You recall just saying
24 that?

25 A. Yes.

1 Q. All right. Now, you would log time as
2 off-duty; correct?

3 A. Yes.

4 Q. And when you logged time as off-duty, you
5 were acknowledging that you were free to leave the
6 truck and pursue activities of your own choosing;
7 correct?

8 MS. PERRY: I'm objecting. That calls for
9 a legal conclusion.

10 THE WITNESS: To a certain degree, yes.

11 Q. BY MR. HANSON: And to what degree wasn't
12 that true?

13 A. Okay. The only way I can explain this is,
14 being in the military, just because you get to go
15 home or you get to do things, you're on 24 hours.
16 And that's the way I looked at the job is, when I
17 wasn't home, I was on 24-hour duty with the
18 responsibilities and everything.

19 So that's kind of how I have to -- I can
20 just justify that. Because even though you're a
21 soldier, basically you're a soldier 24 hours a day,
22 seven days a week, blah, blah, blah. And that's the
23 way I felt except when I got home, because then I'm
24 at my house. I have no responsibility about loads,
25 about any of that kind of stuff. So that's what I

1 meant by that.

2 Q. You were no longer in the military;
3 correct?

4 A. When I came to work for Forward Air, no, I
5 was not with the military.

6 Q. You mentioned something about not being
7 able to drink, but that's a DOT rule; correct?

8 A. That is correct.

9 Q. Did you ever take that issue up of not
10 being able to drink with the DOT?

11 A. No, I have not.

12 Q. And those were just something that you
13 felt? There was no one that told you you were on --
14 you were still on-duty, even though you weren't
15 home; correct?

16 A. No --

17 MS. PERRY: Objection. Vague.

18 THE WITNESS: No one told me that, yes.

19 Q. BY MR. HANSON: And in fact, that would be
20 contrary to what -- the hours of service
21 instructions you received from -- from Forward Air;
22 correct?

23 MS. PERRY: Objection. Vague, and calls
24 for a legal conclusion.

25 THE WITNESS: Could you explain that a

1 copy. But all formats.

2 THE REPORTER: So you want condensed, four
3 to a page and the word index?

4 MS. PERRY: Yes, please. I feel like
5 there's a particular format, but it usually comes
6 with it.

7 THE REPORTER: I can give it to you
8 whatever way you want.

9 MS. PERRY: Okay.

10 THE REPORTER: Okay. Go ahead.

11 THE VIDEOGRAPHER: This concludes today's
12 videotaped deposition. We are going off the record.
13 The time is 6:45 p.m.

14 MR. HANSON: Obviously, I want all the
15 electronic stuff, too.

16 (Whereupon, the deposition was adjourned at
17 6:45 p.m.)

18

19 Signed under penalty of perjury:

20

21

FREDERICK V. BLODGETT

22

23

Date

24

25

1 I, CHARLOTTE A. MATHIAS, a Certified
2 Shorthand Reporter of the State of California, duly
3 authorized to administer oaths, do hereby certify:

4 That the foregoing proceedings were taken
5 before me at the time and place herein set forth;
6 that any witnesses in the foregoing proceedings,
7 prior to testifying, were duly sworn; that a record
8 of the proceedings was made by me using machine
9 shorthand, which was thereafter transcribed under my
10 direction; that the foregoing transcript is a true
11 record of the testimony given.

12 Further, that if the foregoing pertains to
13 the original transcript of a deposition in a Federal
14 Case, before completion of the proceedings, review
15 of the transcript was required.

16 I further certify I am neither financially
17 interested in the action nor a relative or employee
18 of any attorney or party to this action.

19 IN WITNESS WHEREOF, I have this date
20 subscribed my name.

21 Dated: August 16, 2018
22
23
24

25 CHARLOTTE A. MATHIAS, CSR 9792, RPR
State of California

1 copy. But all formats.

2 THE REPORTER: So you want condensed, four
3 to a page and the word index?

4 MS. PERRY: Yes, please. I feel like
5 there's a particular format, but it usually comes
6 with it.

7 THE REPORTER: I can give it to you
8 whatever way you want.

9 MS. PERRY: Okay.

10 THE REPORTER: Okay. Go ahead.

11 THE VIDEOGRAPHER: This concludes today's
12 videotaped deposition. We are going off the record.
13 The time is 6:45 p.m.

14 MR. HANSON: Obviously, I want all the
15 electronic stuff, too.

16 (Whereupon, the deposition was adjourned at
17 6:45 p.m.)

18

19 Signed under penalty of perjury:

20

21

22

23

24

25


FREDERICK V. BLODGETT

Date _____

Exhibit B4



ATTN: ALL FAF, INC. INDEPENDENT CONTRACTORS

As part of your newly executed Independent Contractor Operating Agreement (ICOA), it is a requirement for all FAF, Inc. Contractors to operate as a legal business entity. This means that you can no longer operate your business as a sole proprietor and need to establish a legal business entity (i.e. LLC, S-CORP, C-CORP, Partnership, etc.) in order to continue your partnership with FAF, Inc. The deadline for initiating this process is January 31st, 2016.

In an effort to make this as convenient as possible, we have enlisted the help of some 3rd party providers to assist you in the business entity formation process. Over the next several weeks, you will be receiving calls and e-mails from EQUINOX Business Solutions offering their assistance. We are also providing you with their contact information, as well as the contact information for ATBS, below. You can elect to use either of these services or any service/lawyer of your choice. As an additional convenience, we are offering financial assistance (if needed), in the form of a loan, to help cover the state filing fees and legal processing cost incurred. This loan will be repaid, through settlement deductions, at \$20/week until the full amount is recouped.

If you have any questions, please contact our Contractor Relations Team at 1.855.408.3782 or at contractorrelations@forwardair.com.

Below is the contact information for EQUINOX and ATBS:

1. Equinox Business Solutions ("EQUINOX") (www.equinoxbusiness.com)
Contact Information: 1.800.533.4230 or at kyle.tracey@equinoxbusiness.com

2. American Truck Business Service ("ATBS") (www.atbsshow.com)
Contact Information: 1.888.640-4829 or at info@atbsshow.com

As always, we appreciate your commitment to Forward Air and our customers. We look forward to continuing our partnership for many years to come. Here is to a safe and profitable 2016!

Thank you,

Kyle Mitchin
VP, Recruiting & Retention

Exhibit 4
F. Blodgett
8/2/18 cam

BLODGETT_001789

Exhibit B5

25(e). Copies of This Agreement and Statement of Lease. CARRIER shall, as set forth in 49 C.F.R. § 376.12(f), keep the original of this Agreement, with a copy to be retained by CONTRACTOR. Pursuant to 49 C.F.R. § 376.11(c)(2), a "Statement of Lease" shall be carried on the Equipment for those periods that the Equipment is operated by or for CARRIER under this Agreement.

IN WITNESS WHEREOF, CARRIER and CONTRACTOR hereby sign this Agreement. This Agreement shall begin at 12:01 a.m. Eastern Time on the later of the two dates in the signature block below ("Effective Date") and end at 11:59 p.m. Eastern Time on August 15, 2018, unless terminated sooner by either party ("Termination Date").

By signing below, CONTRACTOR acknowledges that, as reflected in the terms of this Agreement:

- CONTRACTOR is NOT an employee of CARRIER, and all aspects of the relationship between CONTRACTOR and CARRIER are based on CONTRACTOR's status as an independent contractor;
- CONTRACTOR has agreed to be responsible for the operating expenses incurred in connection with his/her business operations;
- CONTRACTOR's agreement to take responsibility for his/her expenses is an indispensable term of this Agreement but for which CARRIER would not have agreed to pay the gross compensation stated above or entered into this Agreement;
- The gross compensation CARRIER agrees to pay is not intended to ensure that CONTRACTOR covers his/her operating expenses, but instead to provide the amount of revenue sufficient, in the relevant market for such services, to convince a contractor-business both to provide, maintain, fuel, legally-credential, and otherwise operate suitable and dependable Equipment and to provide and pay a qualified professional driver or drivers to drive that Equipment; and
- The gross compensation paid to CONTRACTOR is MORE than CARRIER would pay an employee to perform professional driving services, which reflects the reality of the marketplace, in that CARRIER cannot attract contractors willing to take the entrepreneurial risk of funding and running their own businesses by paying merely the personal-services wage that they could get as employees.

CARRIER: FAF, Inc. d/b/a Forward Air
Transportation Services, Inc.

CONTRACTOR: FREDRICK BLODGETT

Check one: ☐ Corporation
☐ Limited Liability Company
☐ Partnership
☒ Sole Proprietorship

Organized in State of: CA

With Employer ID No.:

X OR Social Security No. (last 4 digits only): 9583

DocuSigned by:
By: Brittney Kantor
D1E2B1AE128545A
Brittney Kantor

Authorized Rep.'s Name (Typed or Printed)
TOP

Title 6800 Port Rd.

Address (Street, P.O. Box)
Groveport, OH 43125

City, State & Zip Code

Mobile Telephone Number

Fax Number

Email Address
8/14/2015

Date

DocuSigned by:
Fredrick Blodgett
D1E2B1AE128545A
FREDRICK BLODGETT

Authorized Rep.'s Name (Typed or Printed)
OWNER

Title 2592 FRENCH CAMP RD

Address (Street, P.O. Box)
MANTECA CA 95336

City, State & Zip Code
2096791776

Mobile Telephone Number

Fax Number

Email Address
8/14/2015

Date

Exhibit 5

F. Blodgett

FAF000269

8/2/18 cam

RECEIPT FOR POSSESSION OF CONTRACTED VEHICLE(S)

Received from CONTRACTOR the vehicle or vehicles described in this Agreement.

Equipment received at faf inc on 8/14, 2015 at
4:00 o'clock P.M.

FAF, Inc. d/b/a Forward Air Transportation Services, Inc. ("CARRIER")

DocuSigned by:
By: Brittney Kantor
(05310E120458 representative)
Brittney Kantor

Printed Name

RECEIPT FOR RETURN OF CONTRACTED VEHICLE(S)

Received from CARRIER the vehicle or vehicles described in this Agreement in good order.

Equipment received at _____ on _____, 20____ at
____:____ o'clock ____M.

DocuSigned by:
By: Fredrick Blodgett
(05310E120458 representative)

FREDRICK BLODGETT

Printed Name

Appendix A**CONTRACTOR ELECTION FORM**

1. **EQUIPMENT.** The commercial motor vehicle equipment ("Equipment") governed by this Agreement consists of:

Equipment Type (Specify Tractor or Trailer)	Year	Make	Model	Serial (VIN) #	CARRIER Unit #
TRACTOR	2012	FREIGHT	CAS	8C8273	11266

2. **IRP PLATES, PERMITS, AND FUEL AND MILEAGE TAX REPORTING**

2(a). **IRP Plates.** CONTRACTOR may elect to obtain IRP plate(s) required by Section 9(a)(1) of this Agreement for CONTRACTOR's Equipment tractor and, if any, CONTRACTOR's Equipment trailer by initialing **OPTION 1**, "CONTRACTOR shall obtain own plate..." below under "TRACTOR" and, if applicable, "TRAILER." Alternatively, CARRIER may offer to obtain plates for CONTRACTOR by initialing one of the two alternatives below.

CARRIER SHOULD INITIAL **ONE** OF THESE TWO ALTERNATIVES:

☒ **ALTERNATIVE 1:** CONTRACTOR MAY elect to have CARRIER obtain IRP plate(s) for CONTRACTOR's Equipment tractor and, if any, CONTRACTOR's Equipment trailer by initialing the applicable **OPTION 2** choices below.

☐ **ALTERNATIVE 2:** CARRIER WILL NOT offer to obtain IRP plate(s) for CONTRACTOR's Equipment tractor or, if any, CONTRACTOR's Equipment trailer. CONTRACTOR shall obtain own plate for CONTRACTOR's Equipment tractor and, if any, CONTRACTOR's Equipment trailer.

IF ALTERNATIVE 2 IS INITIALED BY CARRIER, THE PLATE OPTIONS BELOW ARE NOT AVAILABLE TO CONTRACTOR AND NONE SHOULD BE INITIALED.

If CARRIER has Initialed Alternative 1 above, then CONTRACTOR may elect to initial **OPTION 2**, "CARRIER shall obtain plate..." under "Tractor" and "Trailer" below. Under each **OPTION 2**, CARRIER shall initially pay the amount owed to the issuing jurisdiction for the plate(s), and deduct or otherwise recover that expense, plus the administrative fee(s) indicated below to CARRIER, pursuant to Section 5(a) of this Agreement. If this Agreement is terminated prior to CONTRACTOR's complete reimbursement of CARRIER's expense, CARRIER is hereby authorized to deduct any remaining amount from CONTRACTOR's final settlement and/or Escrow Fund. If CONTRACTOR removes and returns the plate(s) to CARRIER upon the termination of this Agreement and if CARRIER then receives a refund or credit for the plate(s) or resells the plate(s) to another contractor, CARRIER shall refund to CONTRACTOR a prorated share of the amount received by CARRIER, less any transfer or replacement fees owed to the plating jurisdictions: **CONTRACTOR SHOULD INITIAL ONE OPTION UNDER "TRACTOR" AND ONE OPTION UNDER "TRAILER";**

TRACTOR -

 OPTION 1: CONTRACTOR shall obtain own plate for CONTRACTOR's Equipment tractor; OR

 X **OPTION 2:** CARRIER shall obtain an apportioned plate under the International Registration Plan for CONTRACTOR's Equipment tractor and deduct or otherwise recover pursuant to Section 5(a) of this Agreement the annual estimated amount CARRIER will owe the issuing jurisdiction for the plate, \$33.00 per week, which shall be adjusted up or down to match the actual amount billed to CARRIER.

2(b). Permits and Fuel and Mileage Tax Reporting. Certain governmental permits and licenses, which are the financial responsibility of CONTRACTOR under Section 9(e)(2) of this Agreement, must be maintained, to authorize CONTRACTOR to provide services to CARRIER legally and fuel and mileage tax reporting must be performed under Section 9(f) of this Agreement.

2(b)(1). CONTRACTOR-Eligible Permits and Fuel Tax Reporting. Under the International Fuel Tax Agreement ("IFTA"), an annual fuel tax permit must be obtained, and quarterly fuel taxes must be reported and paid to the IFTA base state, for the Equipment's operations nationwide. In addition, certain other permits issued by States are required for CONTRACTOR to operate lawfully in and through their territory. CONTRACTOR may, by initialing the line to the left of **OPTION 1** below, elect to obtain the IFTA permit and all other required permits (that CONTRACTOR, as opposed to CARRIER, is eligible under Applicable Law to apply for) on CONTRACTOR's own and to perform (or have a third-party vendor perform) all fuel and mileage tax reporting with respect to the Equipment, in accordance with Section 9(f) of this Agreement. Alternatively, CONTRACTOR may, by initialing the line to the left of **OPTION 1** below, elect to have CARRIER obtain all these permits – covering the selection of States that CONTRACTOR designates by initialing one of the five Packages under **OPTION 2**, and to have CARRIER perform all fuel and mileage tax reporting with respect to the Equipment, in accordance with Section 9(f) of this Agreement, for the flat charge indicated.

CONTRACTOR SHOULD INITIAL ONE OF THE FOLLOWING TWO OPTIONS:

 OPTION 1: CONTRACTOR shall obtain IFTA and all other permits required for operations under this Agreement and that a CONTRACTOR is eligible under Applicable Law to apply for, and CONTRACTOR shall perform all fuel and mileage tax reporting, with respect to the Equipment at CONTRACTOR's expense; OR

 X **OPTION 2:** CARRIER shall obtain the IFTA permit and all other required permits (that CONTRACTOR, as opposed to CARRIER, is eligible under Applicable Law to apply for), and CARRIER shall perform all fuel and mileage tax reporting services, with respect to the Equipment. CARRIER shall deduct or otherwise recover pursuant to Section 5(a) of this Agreement a flat charge of \$55, comprising the permit fees, but not any additional fuel tax that CONTRACTOR may owe.

2(b)(2). CARRIER-Eligible Permits. If CONTRACTOR wishes to be eligible to handle shipments in or through the State of NY (which requires purchase of a New York Highway Use Tax Permit), or to haul hazardous materials in or through the States of CA, CO, ID, MN, NV, OH, or WV (which, individually or through the Alliance, require purchase of hazardous materials transportation permits), or to haul intrastate on CARRIER's behalf in those States that impose initial per-vehicle filing fees for intrastate authority permits – all of which categories of permits only CARRIER, not CONTRACTOR, is eligible under Applicable Law to apply for – CARRIER shall obtain the permits and deduct or otherwise recover the amount CARRIER paid to the issuing jurisdiction, with no administrative fee to CARRIER, pursuant to Section 5(a) of this Agreement.

2(c). Return of Permits. All permits and licenses issued in CARRIER's name shall be returned to CARRIER upon termination of this Agreement. No refund shall be made to CONTRACTOR by CARRIER of the permit costs upon termination of this Agreement, even if returned permits are reused by CARRIER. CONTRACTOR shall be liable to CARRIER for all expenses incurred by CARRIER due to CONTRACTOR's failure to return all the permits.

2(d). Settlement Deductions For Plates, Permits, and Fuel-Tax Reporting. For plates, CARRIER shall deduct from CONTRACTOR's Settlement Compensation at thirty-three dollars (\$33.00) per settlement, beginning the first week of services provided by CONTRACTOR under this Agreement, until the full amount is recovered. For all permits, fuel tax reporting (not including any additional fuel tax CONTRACTOR may owe) if any, and other items under this Section of this Appendix, CARRIER shall deduct the total expense of fifty-five (\$55.00) dollars, beginning the first week of service provided by CONTRACTOR under this Agreement. Thereafter, CARRIER shall be authorized to otherwise deduct or recover, pursuant to Section 5(a) of this Agreement, the remaining amount, if any, that CONTRACTOR owes.

2(e). Itemization Available for Fees. CONTRACTOR may, upon request, obtain an itemization of the fees CARRIER has advanced for CONTRACTOR pursuant to this Section of this Appendix, the portion of the total already paid by CONTRACTOR, and the portion remaining. This itemization shall separately identify each plate amount paid to the issuing

jurisdiction, plus CARRIER's administrative fee and any fee to a third-party service, under Section 2(a) above;; the costs of each covered individual state permit, CARRIER fuel-reporting charge, CARRIER's administrative fee, and the total price for CONTRACTOR's selected Package under Subsection 2(b)(1) above; the costs of each CARRIER-Eligible permit fee under Subsection 2(b)(2) above; and the cost, plus CARRIER's administrative fee, for Other Services/Fees under Subsection 2(d) above.

3. DEDUCTIONS TABLE. Pursuant to Section 5(a) of this Agreement, CONTRACTOR hereby authorizes CARRIER to deduct or recover the items in the Deductions Table below. Where no dollar figure is listed in the Deductions Table, the deductions will vary in amount and will be computed as indicated in the column headed "Amount of Deduction or Method of Computation." Except as otherwise indicated in that column or in another provision of this Agreement or Addendum, (a) CARRIER shall charge CONTRACTOR no administrative ("admin.") fee or markup and (b) CARRIER shall credit CONTRACTOR with all rebates, discounts, credits, or refunds that correspond to particular deductions and that CARRIER receives while the Agreement is in effect or, in the case of taxes and fees, even after the Agreement is terminated.

[This Appendix A continues on the following page.]

CHARGE-BACK OR DEDUCTION ITEM	AMOUNT OF DEDUCTION OR METHOD OF COMPUTATION
Advance check	If CONTRACTOR elects, with CARRIER's prior written consent, to use a CARRIER advance check to pay any of CONTRACTOR's expenses under this Agreement, CARRIER shall charge back the amount advanced.
Claims - Damages, losses, fines, penalties, court costs, attorneys' fees, and other expenses (together "Damages") that CARRIER pays or otherwise incurs arising out of or in connection with CONTRACTOR's negligence, gross negligence, willful misconduct, or other culpable acts or omissions under this Agreement § 13(a) subject to the indemnity limits set forth in Agreement § 13(b)	Amount CARRIER paid or otherwise incurred, subject to indemnity limits set forth in Agreement § 13(b), if applicable
C.O.D. charges	Amount of freight revenue from shippers, sublease carriers, or others not collected, or collected but not remitted, by CONTRACTOR to CARRIER when these actions were required by this Agreement
Communications equipment - Charges for loss of, damage to, or de-installation of communications and tracking equipment under Agreement § 9(g)(2) if CONTRACTOR elects, by so indicating in Section 4(b) of this <u>Appendix</u> , to have CARRIER furnish and install the equipment, of CARRIER's choosing, in CONTRACTOR's tractor EQUIPMENT	Amount paid to third-party vendor or otherwise incurred by CARRIER; \$21.00 per week
Detention, accessorial, and other customer-charge revenue not collected by CARRIER from CARRIER's customer because of CONTRACTOR's failure to transmit to CARRIER the necessary documentation supplied by the shipper or consignee	Amount CARRIER was unable to collect from customer as a result of CONTRACTOR's failure to transmit to CARRIER the necessary documentation supplied by the customer, <u>provided that</u> no charge-back shall be made to CONTRACTOR if he/she contacted CARRIER's dispatch regarding issue prior to departure from customer (consignor or consignee) location
Drug and alcohol testing to the extent the responsibility of CONTRACTOR under Agreement § 8(e)	Amount CARRIER paid outside vendor
Earnings Adjustment, pursuant to <u>Appendix B (CONTRACTOR Compensation Rates)</u> , § 3	See <u>Appendix B (CONTRACTOR Compensation Rates)</u> , § 3
Entity Formation for any CONTRACTOR operating as a sole proprietorship on the Effective Date under Agreement § 8(h)	Amount CARRIER loaned CONTRACTOR to pay state filing fees for entity formation <i>plus</i> aggregate expenses for a third-party service, including, but not limited to, a local attorney, to assist with such entity formation up to \$500; \$20.00 per week
Equipment Inspection - all DOT Inspection charges when performed at a qualified repair shop and at CARRIER shop Equipment inspection (cont.)	Amount CARRIER paid outside vendor or if CONTRACTOR elects to obtain products or services from CARRIER's affiliated maintenance and parts vendor, the amount CARRIER incurred for parts and labor, plus markups resulting in prices (which shall be provided to CONTRACTOR upon request at the time CONTRACTOR places order) competitive with other vendors in the relevant market(s)
Equipment purchase/rental	See Addendum for Equipment Lease and/or Rental Charges

Escrow Fund contributions	See Agreement § 7(a) and the following: Principal Amount: \$1,000.00 for the 1 st vehicle and \$500.00 per vehicle for each subsequent vehicle resulting in a net increase to the CONTRACTOR'S fleet. Interest shall be paid at the rate set forth in Agreement, 7(d).
Express mail, U.S. First Class Mail, or other package delivery services if CONTRACTOR charges them to CARRIER's account with the delivery service vendor	Amount CARRIER paid to U.S. Postal Service or other package delivery service vendor
Fines and penalties, including traffic tickets and related court costs, attorneys' fees, and other legal expenses, that Agreement §§ 9(c) and (d) make CONTRACTOR responsible for	Amount CARRIER paid or otherwise incurred
Fuel and mileage taxes and fuel tax reporting	See Agreement § 9(f) and Section 2(b) of this <u>Appendix</u>
Garnishment orders (including but not limited to child-support payments and IRS levies)	Amount CARRIER paid in compliance with any lawfully issued order or lien, a copy of which CARRIER shall supply to CONTRACTOR at or before the first deduction relating to it, with no admin. fee to CARRIER. After termination of, but not during, this Agreement, CARRIER shall deduct from CONTRACTOR's Escrow Fund (after all deductions authorized by this Deductions Table) the portion of any garnishment or lien amount due that exceeds the balance in CONTRACTOR's Settlement Compensation.
Insurance coverages CONTRACTOR elects, via the CERTIFICATE OF INSURANCE in Section 5(b) of this <u>Appendix</u> , to have CARRIER facilitate or that CARRIER maintains at CARRIER's initial expense because CONTRACTOR failed to provide proper evidence of the purchase or maintenance of the required coverages under Agreement § 6(d)	See Section 5(b) of this <u>Appendix</u> . The following costs of insurance to CONTRACTOR consist of amounts the insurer(s) charged for the required and optional coverages CONTRACTOR selected (and for those required coverages with respect to which CONTRACTOR failed to provide CARRIER proper evidence of CONTRACTOR's purchase and maintenance of them), which costs are subject to possible increases (see Agreement § 6(e)), plus 10% of insurance cost per type of coverage: <u>Monthly cost (Initially):</u> 1. Non-Trucking Liability Insurance: SEE COVERAGE OVERVIEW 2. Occupational Accident Insurance: SEE COVERAGE OVERVIEW 3. Physical Damage Insurance on Tractor Equipment: SEE COVERAGE OVERVIEW
Liability Limiter Program charges	See Section 5(c) of this <u>Appendix</u> . The cost of the Auto, Trailer, and Cargo Liability Limiters and Physical Damage deductible buy down, if elected by CONTRACTOR SEE COVERAGE OVERVIEW (see Agreement § 6(e))
Licensing (IRP Plate) fees if CONTRACTOR elected, by so indicating in Section 2(a) of this <u>Appendix</u> , to have CARRIER pay the fees in advance	See Agreement § 9(e)(1) and Section 2(a) of this <u>Appendix</u>
Licensing (permit) fees under Section 2(b) of this <u>Appendix</u>	See Agreement § 9(e)(2) and Section 2(b) of this <u>Appendix</u>
Loan payments if CONTRACTOR elects, with CARRIER's consent, to borrow an amount from CARRIER to cover cost of maintenance, repairs, or other expenses	Weekly payments based on principal and interest agreed to by CONTRACTOR and CARRIER, as reflected in Addendum for CARRIER Loan

Maintenance, repairs, parts, and replacement tires for Equipment if CONTRACTOR elects, and CARRIER each time agrees, to have CARRIER advance funds for the purchase and charge CONTRACTOR back for it	Amount CARRIER paid outside vendor or, if CONTRACTOR elects to obtain products or services from CARRIER's affiliated maintenance and parts vendor, the amount CARRIER incurred for parts and labor
Medical examinations to the extent Agreement § 8(d) requires CONTRACTOR to pay for them	Amount CARRIER paid outside vendor
Motel guestroom and other charges if CONTRACTOR elects to have CARRIER advance these charges	Amount CARRIER paid outside vendor
Operating expenses not otherwise listed in this table for which CONTRACTOR is responsible under this Agreement and regarding which CARRIER receives a purchase order or invoice or is otherwise requested by CONTRACTOR to make an expenditure in the first instance	Amount CARRIER paid or otherwise incurred.
Parking charges	Amount CARRIER paid or otherwise incurred.
Performance completion charges – In general, pursuant to Agreement § 17, for CARRIER's cost of completing a shipment or other assignment CONTRACTOR undertakes but does not complete for any reason (including CONTRACTOR's dropping a load at a facility CARRIER operates or utilizes rather than at the consignee's location)	Amount CARRIER paid or otherwise incurred pursuant to Agreement § 17. If non-completion is excusable in CARRIER's reasonable judgment, compensation shall be paid to CONTRACTOR for the portion of the trip CONTRACTOR made.
Recertification of DOT Physicals	Amount CARRIER paid or otherwise incurred.
Refilling Fee for requalifying drivers and team after initial driver or teams	Amount CARRIER paid outside vendor for drug and alcohol testing, medical examination(s), motel guestroom (if any) and any and all other related charges <i>plus</i> a fee of \$50 per application.
Roadside Assistance, consisting of, among other services, towing, vehicle jumpstart, fuel, oil, fluid and water delivery, vehicle winching/extricating, navigational assistance, lockout/key replacement, hotel & travel discounts, flat tire change (see policy for additional details and limitations)	SEE COVERAGE OVERVIEW
Security Kit	One Hundred Eighty Dollars (\$180.00) for less-than-truckload ("LTL") drivers and Four Hundred Fifty Dollars (\$450.00) for truckload ("TLX") drivers (fully reimbursed to CONTRACTOR if returned in original condition upon termination of this Agreement)
Termination-related expenses pursuant to Agreement § 2(c)	Amount CARRIER paid or otherwise incurred and a one Hundred Dollar (\$100.00) administrative fee to cover CARRIER's costs. See Agreement § 2(c)
Tolls for highways, bridges, tunnels, ferries, and other facilities	Amount CARRIER paid to toll authority
Travel cost (bus, air, taxi, or other passenger fares) if CONTRACTOR needs to travel due to an accident or other CARRIER-approved trips	Amount CARRIER paid outside vendor
Truck washes if CONTRACTOR uses CARRIER's account	Amount CARRIER paid outside vendor
Weigh scales	Amount CARRIER paid outside vendor

4. CONTRACTOR agrees that CARRIER may charge back to CONTRACTOR any other expenses or cost incurred by CARRIER for which CONTRACTOR is responsible for under this Agreement or as otherwise agreed to by the parties. CONTRACTOR hereby waives any objection to any charge back item unless CONTRACTOR notifies CARRIER of CONTRACTOR's disagreement with such charge back within thirty (30) days of the charge back.

(b) Exceptions.

(i) Beginning with the first full month following the twenty-fourth (24th) month after which CONTRACTOR began performing services for CARRIER under this Agreement or predecessor agreements, the chargeback listed above for IRP base plates will not be applied, and (notwithstanding Section 11 of this Agreement), CARRIER shall acquire, or reimburse CONTRACTOR for, such IRP base plate. At its option, CARRIER may obtain the plate or reimburse CONTRACTOR once per month for the pro-rated monthly cost of the plate.

(ii) Beginning with the first full month following the twelfth (12th) month after which CONTRACTOR began performing services for CARRIER under this Agreement or predecessor agreements, the chargeback listed above for Qualcomm and permit fees shall not be applied, and (notwithstanding Section 11 of this Agreement) at its option, CARRIER may obtain, or reimburse CONTRACTOR for, such permits.

6. COMMUNICATIONS EQUIPMENT.

6(a). Specified Equipment Types.

6(a)(1). **Communications Equipment Options.** In accordance with Section 9(g)(2) of this Agreement (CONTRACTOR SHOULD INITIAL ONE OF THESE TWO OPTIONS):

 OPTION 1: CONTRACTOR shall furnish and install his/her own communications system compatible with the CARRIER Tablet in the Equipment tractor; OR

 X **OPTION 2:** CARRIER shall arrange to have a communications system & tablet installed in the Equipment tractor at CARRIER's expense. **IF CONTRACTOR INITIALS THIS OPTION, CONTRACTOR SHALL ALSO SIGN THE ATTACHED RECEIPT.**

Under either OPTION 1 or OPTION 2, CARRIER shall deduct or otherwise recover pursuant to Section 5(a) of this Agreement a messaging usage charge in the amount set forth in Section 3 of this Appendix (the amount being based on the average per-truck messaging usage charges to CARRIER by the third-party vendor and including no mark-up or administrative charge benefiting CARRIER).

6. INSURANCE.

6(a). Insurance Limits, Deductibles, and Other Specifics.

6(a)(1). CARRIER's Personal Injury/Property Damage Insurance shall have a combined single limit of not less than One Million dollars (\$1,000,000) primary policy for injury or death to any person (including a passenger) or for damage to property in any one occurrence, with a deductible for personal-injury or property-damage claims no greater than One Thousand (\$1,000).

6(a)(2). CONTRACTOR's Non-Trucking Liability Insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000.00) for injury or death to any person or for damages to property in any one occurrence with no deductible.

6(a)(3). CONTRACTOR's Workers' Compensation Insurance shall provide principal coverage in the State of Tennessee.

6(a)(4). CONTRACTOR's Passenger Insurance. If CONTRACTOR wishes to carry passengers in the Equipment (subject to Carrier so authorizing in advance pursuant to Section 46 of this Agreement), CONTRACTOR shall procure, carry, and maintain passenger liability insurance that shall provide coverage to CONTRACTOR whenever the Equipment is being operated (whether or not on behalf of CARRIER) in a combined single limit, and aggregate limit of liability, of not less than three hundred thousand Dollars (\$300,000) aggregate for injury or death to any person riding as a passenger in the Equipment or for damages to that person's property in any one occurrence. Such coverage shall be no less comprehensive than the coverage CARRIER will facilitate on CONTRACTOR's behalf if CONTRACTOR so chooses, as provided in Section 5 of this Appendix. In addition, such coverage shall be primary to any other insurance

that may be available from CARRIER. CONTRACTOR shall be responsible for all deductible amounts and for any loss or damage in excess of the policy limit..

6(a)(5). **CONTRACTOR's Other Insurance.** The State in which CARRIER's insurance policies are delivered and under whose law CONTRACTOR, pursuant to Section 6(b)(4) of this Agreement, authorizes CARRIER to waive, reject, or reduce no-fault, uninsured, and underinsured motorist coverage from CARRIER's insurance policies is Tennessee.

6(b). **Certificate of Insurance.** CONTRACTOR hereby requests CARRIER, through CARRIER's insurer, to facilitate on CONTRACTOR's behalf (if they are available) the insurance coverages CONTRACTOR has selected by placing CONTRACTOR's initials in the right-hand column below:

TYPE OF COVERAGE	INITIAL "YES" TO REQUEST COVERAGE
<p>1. <u>Non-Trucking Liability Insurance:</u></p> <p><i>Name of Insurer:</i> SEE MOST RECENT COVERAGE OVERVIEW</p> <p><i>Policy No:</i> SEE MOST RECENT COVERAGE OVERVIEW</p> <p><i>Effective Date(s) of Coverage:</i> From the effective date (below) of this Certificate of Insurance through the next succeeding April 1, and each subsequent annual renewal period, subject to CONTRACTOR's payment of insurance cost and other policy terms and conditions</p> <p><i>Amount of Coverage:</i> \$1,000,000 combined single limit per occurrence</p> <p><i>Current Cost to CONTRACTOR:</i> SEE MOST RECENT COVERAGE OVERVIEW (includes administrative fee)</p> <p><i>Deductible for Which CONTRACTOR is Liable:</i> \$0 per occurrence</p>	<p><input checked="" type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>
<p>2. <u>Occupational Accident Insurance:</u></p> <p><i>Name of Insurer:</i> SEE MOST RECENT COVERAGE OVERVIEW</p> <p><i>Policy No:</i> SEE MOST RECENT COVERAGE OVERVIEW</p> <p><i>Effective Date(s) of Coverage:</i> From the effective date (below) of this Certificate of Insurance through the next succeeding April 1, and each subsequent annual renewal period, subject to CONTRACTOR's payment of insurance cost and other policy terms and conditions</p> <p><i>Amount of Coverage:</i> \$ 1,000,000 per occurrence</p> <p><i>Current Cost to CONTRACTOR:</i> SEE MOST RECENT COVERAGE OVERVIEW (includes administrative fee)</p> <p>[COVERAGE IS AVAILABLE ONLY TO A SOLE-PROPRIETOR CONTRACTOR WHO IS EXCLUSIVE DRIVER OF THE EQUIPMENT.]</p> <p><i>Deductible for Which CONTRACTOR is Liable:</i> \$0 per accident</p>	<p><input checked="" type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>
<p>3. <u>Physical Damage Insurance on Tractor:</u></p> <p><i>Name of Insurer:</i> SEE MOST RECENT COVERAGE OVERVIEW</p> <p><i>Policy No:</i> SEE MOST RECENT COVERAGE OVERVIEW</p> <p><i>Effective Date(s) of Coverage:</i> From the effective date (below) of this Certificate of Insurance through the next succeeding April 1, and each subsequent annual renewal period, subject to CONTRACTOR's payment of insurance cost and other policy terms and conditions</p> <p><i>Amount of Coverage:</i> CONTRACTOR-specified value of tractor or straight truck of</p>	<p><input checked="" type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p>

TYPE OF COVERAGE	INITIAL "YES" TO REQUEST COVERAGE
<p>\$ (any tractor or straight truck claims, however, shall be paid at only the fair market value of insured tractor or straight truck at time of occurrence, in accordance with insurance policy)</p> <p><i>Current Cost to CONTRACTOR: SEE MOST RECENT COVERAGE OVERVIEW (includes administrative fee)</i></p> <p><i>Deductible for Which CONTRACTOR Is Liable: SEE MOST RECENT COVERAGE OVERVIEW</i></p>	
<p>4. Health Insurance (Contractor's Spouse and/or Family):</p> <p><i>Name of Insurer: SEE MOST RECENT COVERAGE OVERVIEW</i></p> <p><i>Policy No: SEE MOST RECENT COVERAGE OVERVIEW</i></p> <p><i>Effective Date(s) of Coverage: From the effective date (below) of this Certificate of Insurance through the next succeeding September 1, and each subsequent annual renewal period, subject to CONTRACTOR's payment of insurance cost and other policy terms and conditions</i></p> <p><i>Amount of Coverage and Deductible/Co-Pay for Which CONTRACTOR Is Liable: SEE MOST RECENT COVERAGE OVERVIEW</i></p> <p><i>Current Cost to CONTRACTOR: SEE MOST RECENT COVERAGE OVERVIEW (includes administrative fee)</i></p>	<p>____ YES</p> <p><input checked="" type="checkbox"/> NO</p>

6(c). **Liability Limiter Program.** Contractor hereby elects to participate in Company's Liability Limiter Program buying down the total deductible responsibility to \$500 per occurrence for each of auto, cargo and trailer liability by placing Contractor's initials in the right-hand column below:

LIABILITY LIMITER PROGRAM TYPE OF INDEMNITY	INITIAL "YES" TO REQUEST PARTICIPATION
<p>1. Auto, Cargo, Trailer Damage, CONTRACTOR truck damage:</p> <p><i>Name of Insurer: SEE MOST RECENT COVERAGE OVERVIEW.</i></p> <p><i>Policy No SEE MOST RECENT COVERAGE OVERVIEW</i></p> <p><i>Upon participation, CONTRACTOR's indemnification obligations to CARRIER shall be limited to \$500.00 per occurrence for any claim of Damages for personal injury(including death) or property damage, Damages to a CARRIER's Trailer, and any claim of Damages to cargo (but see Note below). This dollar limit shall not apply to Damages arising out of or in connection with the claims if involving CONTRACTOR's (including CONTRACTOR's agents' or employees') gross negligence, willful misconduct, material breach of this Agreement, or other culpable acts or omissions.</i></p>	<p>____ YES</p> <p><input checked="" type="checkbox"/> NO</p>

NOTE: The dollar limits set forth in the above table shall apply to the aggregate of Damages arising from each occurrence, and not separately to each category of Damages, so that CONTRACTOR shall be not be responsible for more than \$2,500.00 in Damages arising out of or in connection with each occurrence.

7. ALTERNATIVE USES OF EQUIPMENT: Insurance Limits and Deductibles. The insurance limits and deductible amounts in Sections 15(b)(5)(A) and (B) of this Agreement shall be not less than one million dollars (\$1,000,000) and no greater than one thousand dollars (\$1,000), respectively.

8. **METHOD OF DELIVERY OF SETTLEMENT STATEMENT.** CARRIER shall deliver Settlement Statements, including any attachments, to CONTRACTOR through the OPTION specified by CONTRACTOR below:

CONTRACTOR SHOULD INITIAL ONLY ONE OF THESE FOUR OPTIONS (on the line to the left):

X

_____ **OPTION 1 (U.S. First Class Mail):** CARRIER shall send the Settlement Statements to CONTRACTOR by U.S. First Class Mail to the address required by Section 23 (Notices) of this Agreement.

_____ **OPTION 2 (Pickup):** CONTRACTOR shall personally pick up the Settlement Statements to from CARRIER's Terminal.

[CONTRACTOR HEREBY AGREES TO THE TERMS OF THIS APPENDIX A AS ACKNOWLEDGED BY ITS SIGNATURE ON THE SIGNATURE PAGE OF THIS AGREEMENT]

Appendix B

CONTRACTOR COMPENSATION RATES

1. **MILEAGE BASED COMPENSATION.** CARRIER shall pay CONTRACTOR mileage compensation for all "dispatched" miles as determined by the most recent edition of CARRIER's Rand McNally MileMaker® Mileage Guide using practical miles. CONTRACTOR shall not be compensated for any out of route miles, or bobtail or deadhead miles, unless such miles are "dispatched," meaning miles expressly authorized in advance by CARRIER as miles for which compensation will be paid.
 - A. For services in CARRIER's less-than-truckload ("LTL") operations, the default rates, in the absence of CONTRACTOR specific rating, shall be:

Loaded Solo Miles:	\$0.98 per mile
Dispatched Empty Solo Miles:	\$0.98 per mile

Solo loaded compensation shall increase by \$0.005 per mile beginning with shipments loaded on the second (2nd) anniversary of this Agreement (or the earliest predecessor agreement pursuant to which equipment and driver services were furnished by CONTRACTOR to CARRIER) with a maximum mileage rate of \$1.015 being reached on the eighth (8th) anniversary of this Agreement or the earliest predecessor agreement.

Loaded Team Miles:	\$1.08 per mile
Dispatched Empty Team Miles:	\$0.98 per mile

Team loaded compensation shall increase by \$0.01 per mile beginning with shipments loaded on the second (2nd) anniversary of this Agreement (or the earliest predecessor agreement pursuant to which equipment and driver services were furnished by CONTRACTOR to CARRIER) with a maximum mileage rate of \$1.13 being reached on the sixth (6th) anniversary of this Agreement or the earliest predecessor agreement.
 - B. For services in CARRIER's Truckload Expedited ("TLX") operations, the default rates, in the absence of CONTRACTOR specific rating, shall be:

Loaded – Solo Miles:	\$1.06 per mile
Dispatched Empty Solo Miles:	\$0.98 per mile

Solo loaded compensation shall increase by \$0.005 per mile beginning with shipments loaded on the second (2nd) anniversary of this Agreement (or the earliest predecessor agreement pursuant to which equipment and driver services were furnished by CONTRACTOR to CARRIER) with a maximum mileage rate of \$1.095 being reached on the eighth (8th) anniversary of this Agreement or the earliest predecessor agreement.

Loaded Team Miles:	\$1.15 per mile
Dispatched Empty Team Miles:	\$0.98 per mile

Team loaded compensation shall increase by \$0.01 per mile beginning with shipments loaded on the second (2nd) anniversary of this Agreement (or the earliest predecessor agreement pursuant to which equipment and driver services were furnished by CONTRACTOR to CARRIER) with a maximum mileage rate of \$1.20 being reached on the sixth (6th) anniversary of this Agreement or the earliest predecessor agreement.
 - C. For all services with CONTRACTOR-specific rating, including, but not limited to, local pick-up and delivery services, see the attached Compensation Schedule and disregard Sections 2 and 3 of this Appendix B which shall not apply.
2. **ADDITIONAL COMPENSATION.** CARRIER shall also, in addition to the compensation set forth in Section 2 above, pay CONTRACTOR performing standard or specialty LTL or TLX services, as applicable:
 - A. **Provision of Newer Equipment.** CONTRACTOR shall be paid an additional \$0.02 per loaded and dispatched empty mile if the Equipment with which the services are provided was, as of the January 1 next preceding the loading of the applicable shipment, no more than 5 (five) model years old. For this purpose, "model year" means the "model year" shown on the certificate of title for the Equipment. By way of example, 2014 model year equipment would qualify for the additional compensation for shipments loaded through the end of calendar 2018.

- B. Hazardous Materials Endorsement. CONTRACTOR shall be paid an additional \$0.02 per loaded and dispatched empty mile if the driver or drivers performing the services hold a Commercial Driver's License with a Hazardous Materials endorsement, provided that for team operations, each driver must hold a Commercial Driver's License with a Hazardous Materials endorsement to receive such additional compensation.
- C. Tolls, NY Bridges, Scales and Trailer Repairs. CARRIER shall reimburse CONTRACTOR for all toll, NY bridge, scale and/or trailer repair expenses incurred by CONTRACTOR in providing the services contemplated by this Agreement at a rate of 100% provided CONTRACTOR provides CARRIER with all receipts necessary for CARRIER to verify each reimbursable expense.
- D. Layover. CARRIER shall pay CONTRACTOR \$100 for solos and \$150 for teams where a tractor is away from its domicile terminal and available for twenty-four (24) hours or more without commencing services on a dispatched load.
3. FUEL SURCHARGE. CONTRACTOR shall be entitled to a fuel surcharge based upon the following calculation (all miles shall be determined using the most recent edition of CARRIER's Rand McNally MileMaker® mileage guide) for standard LTL and TLX services:

Straight Trucks = Current Department of Energy ("DOE") weekly regional average - \$1.62 divided by 6.0 gallons x miles (straight trucks)

Tractor/Trailer = Current DOE weekly regional average - \$1.62 divided by 6.0 gallons x miles

4. CHANGES IN AND AD HOC COMPENSATION.

- A. Temporary Change. CARRIER and CONTRACTOR may make a temporary change in CONTRACTOR's compensation to be paid for one or more services relating to a shipment or shipments under this Agreement by both parties' signing (either manually or, as indicated in Subsection (b) of this Section, electronically) an addendum, setting forth the change in advance of any hauling assignments to which the change will apply. CONTRACTOR shall be under no obligation to accept the change in compensation by signing such an addendum, and CARRIER shall not terminate this Agreement for CONTRACTOR's failure to do so (except to the extent the procedure below for an "Ongoing Change" is followed), although, in this event, CARRIER is hereby authorized not to assign CONTRACTOR loads covered by the change in the meantime. The temporary change shall not be effective for more than fifteen (15) days.
- B. Ongoing Change. If any aspect of CONTRACTOR's compensation will be changing on an ongoing basis, CARRIER shall provide CONTRACTOR a proposed addendum containing the change at least fifteen (15) days in advance by hand, fax, overnight delivery, U.S. First Class Mail, or if the parties have agreed to these forms of communication by both signing Appendix C of, or a similar addendum to, this Agreement, by the electronic means specified in that appendix. If CONTRACTOR wishes to continue operating on CARRIER's behalf, CONTRACTOR shall, by the effective date and time shown on the addendum, consent to the change by either manually signing the addendum and delivering it to CARRIER by hand, fax, overnight delivery, OR, if both parties have signed Appendix C of, or a similar addendum to, this Agreement, by signing the addendum by the electronic means specified in that appendix. If CONTRACTOR does not take one of these actions consenting to the change within the time indicated on the addendum, the addendum shall operate as a notice of termination under Section 2 of this Agreement, and this Agreement shall terminate as of the date and time set forth on the addendum, provided that, in this event, CONTRACTOR shall not be subject, either before or after termination, to the change(s) proposed in the addendum.
- C. Addendums. CARRIER shall promptly deliver to CONTRACTOR a paper copy of each executed addendum, which, if CONTRACTOR signed electronically, shall show the fact and date of CONTRACTOR's electronic approval. CONTRACTOR shall then attach the executed addendum to this Agreement.
- D. Additional Ad Hoc Compensation. Notwithstanding anything in this Appendix B or elsewhere in this Agreement to the contrary, CARRIER and CONTRACTOR may negotiate and agree orally to ad hoc additions to CONTRACTOR's compensation to be paid for one or more services relating to a shipment or shipments under this Agreement, including, but not limited to, local pickup and delivery work, detention pay and out of route miles, and such additional compensation shall be made according to the details and specifications of each ad hoc agreement made between CARRIER and CONTRACTOR.

5. EARNINGS ADJUSTMENTS.

- A. **Percentage of Gross Revenue.** When CONTRACTOR's revenue is based upon a percentage of gross revenue, CARRIER shall give CONTRACTOR, before or at the time of settlement, a copy of the rated freight bill (manifest) or a computer-generated document containing the same information, or any other form of documentation actually used for a shipment containing the same information that would appear on a rated freight bill. If a computer-generated document is provided, CONTRACTOR shall be permitted, during normal business hours, to view a copy of any actual document underlying the computer-generated document
- B. **Billing Error.** If CARRIER discovers and corrects an error in, or in CARRIER's sole judgment decides to retroactively increase or decrease, the amount of any item billed to CARRIER's customer on a shipment that CONTRACTOR hauled and for which CONTRACTOR was compensated pursuant to a percentage of Adjusted Gross Revenue, CARRIER shall credit to, or deduct from, CONTRACTOR's gross compensation at the next settlement a share – corresponding to the percentage of the revenue normally payable to CONTRACTOR for the shipment – of the additional amount CARRIER actually collects or refunds in remedying the error. CARRIER shall provide CONTRACTOR, before or at the time of settlement, with a copy of the amended rated freight bill or a computer-generated document that contains the same information, or, in the case of contract carriage, any other form of documentation actually used for a shipment containing the same information that would appear on a rated freight bill, and shall otherwise meet the requirements of Section 4(b) of this Agreement with respect to the shipment.
- C. **Billed Amount Uncollectible.** If, after making a commercially reasonable effort to do so, CARRIER is unable to collect from a customer the full amount of any item billed to the customer for a shipment that CONTRACTOR hauled and for which CONTRACTOR was compensated pursuant to a percentage of Adjusted Gross Revenue, CARRIER shall deduct from CONTRACTOR's gross compensation at the next settlement a share of the unpaid amount that corresponds to the percentage of the revenue normally payable to CONTRACTOR for the shipment. CARRIER shall give CONTRACTOR, before or at the time of settlement, a written explanation of CARRIER's efforts to collect from CARRIER's customer and the computation of the amount being deducted from CONTRACTOR's gross compensation, Escrow Fund, and any other amounts due CONTRACTOR from CARRIER.
- 6. TIMING AND METHOD OF PAYMENT OF SETTLEMENT COMPENSATION.** CARRIER shall perform a compensation settlement with respect to all loads for which the required documents were received by CARRIER. **CONTRACTOR SHOULD INITIAL ONE OF THESE OPTIONS:**
- _____ **OPTION 1 (Payment via CARRIER Bank Check – Mailed):** CARRIER shall pay any Settlement Compensation (with no administrative fee to CARRIER) by sending a bank check by U.S. First Class Mail to the address required by Section 23 (Notices) of this Agreement; OR
- _____ **OPTION 2 (Payment via CARRIER Bank Check – Picked Up at Terminal):** CARRIER shall pay any Settlement Compensation (with no administrative fee to CARRIER) by making a bank check available for pick-up by CONTRACTOR at the terminal of CARRIER to which CONTRACTOR is assigned during normal business hours. If CONTRACTOR wishes to have an authorized representative pick up the check, CONTRACTOR must first deliver to CARRIER a signed and dated letter giving the full name, address, and telephone number of the representative and stating the period during which CONTRACTOR wishes the representative to pick up the check on CONTRACTOR's behalf; OR
- X _____ **OPTION 3 (Weekly Payments via Direct Deposit to CONTRACTOR's Bank Account):** CARRIER shall pay Settlement Compensation (with CARRIER charging no administrative fee) by making an electronic direct-deposit into CONTRACTOR's bank account in accordance with a CARRIER-supplied form that CONTRACTOR shall complete.

[CONTRACTOR HEREBY AGREES TO THE TERMS OF THIS APPENDIX B AS ACKNOWLEDGED BY ITS SIGNATURE ON THE SIGNATURE PAGE OF THIS AGREEMENT]

FAST DIRECT DEPOSIT AUTHORIZATION AGREEMENT

Contractor's Name: _____

Social Security No.: _____

Contractor Code: _____

Station: _____

FEIN#: _____

I hereby authorize FAF, Inc. d/b/a Forward Air Transportation Services, Inc. to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to my account(s) indicated below to credit and/or debit the same to such account.

This authority is to remain in full force and effect until FAF, Inc. d/b/a Forward Air Transportation Services, Inc. has received written notification from me of its termination in such time and in such manner as to afford FAF, Inc. d/b/a Forward Air Transportation Services, Inc. the opportunity to act on it.

Signature Fredrick Blodgett

Date 8/1/2013

PLEASE PRINT

DEPOSITORY _____

BRANCH _____

CITY _____

STATE _____ ZIP _____

Check one of the following: _____ Checking Account _____ Savings Account

BANK TRANSIT/ABA# _____ ACCOUNT# _____

Please attach voided check only and bank routing. (Bank routing numbers are provided by your bank.)

Note: If already enrolled and need to make changes, fill out new form and mark it "Change"; send to Julie Payne.

All settlement paperwork will be mailed weekly to CONTRACTOR's mailing address on file with CARRIER.

Settlements: telephone (423) 636-7100 / fax (423) 636-7270

Appendix C

CONSENT TO CONDUCT BUSINESS USING ELECTRONIC METHODS

1. Pursuant to Regulatory Guidance Concerning Electronic Signatures and Documents, 74 Fed. Reg. 411 (Jan. 4, 2011), issued by the Federal Motor Carrier Safety Administration ("FMCSA"), FAF, Inc. d/b/a Forward Air Transportation Services, Inc. ("CARRIER") and the undersigned contractor ("CONTRACTOR") hereby consent and agree to conduct business using, to the extent either party elects to do so in a particular instance, the following electronic method:

Web-Portal Method. Under the Web-Portal Method, electronic signatures are accomplished via a web portal in a manner that identifies and authenticates CONTRACTOR as the source of the electronic communication transmitted through the web portal (i.e., by CONTRACTOR's logging onto the web portal using unique credentials) and indicates CONTRACTOR's approval of the information contained in the electronic communication (i.e., by CONTRACTOR's clicking on an "I Accept" dialog box after reviewing electronic communications on the web portal).

2. This consent encompasses the use of electronic methods to transmit and effect the signature of any document, including, without limitation, any supplement, modification, addendum, amendment, notice, consent and/or waiver, required by this Agreement or required by FMCSA regulations to be generated and maintained (or exchanged by private parties), including, without limitation, driver applications, driver histories, and other qualification records, leases formed under 49 C.F.R. Part 376, driver-vehicle inspection reports, and records of duty status.

3. The parties agree that when CONTRACTOR uses the above electronic method to effect electronic signatures, the method: (1) identifies and authenticates CONTRACTOR as the source of the electronic communication; (2) indicates CONTRACTOR's approval of the information contained in the electronic communication; and (3) produces an electronic document with the same integrity, accuracy, and accessibility as a paper document or handwritten signature.

4. The parties agree that when CARRIER uses the above electronic method to effect electronic signatures, the method: (1) identifies and authenticates CARRIER as the source of the electronic communication; (2) indicates CARRIER's approval of the information contained in the electronic communication; and (3) produces an electronic document with the same integrity, accuracy, and accessibility as a paper document or handwritten signature.

5. Either party may elect, with respect to any document, to use a manual/hardcopy signature, provided that the election shall not preclude the other party from applying an electronic signature to the same document.

[CONTRACTOR HEREBY AGREES TO THE TERMS OF THIS APPENDIX C AS ACKNOWLEDGED BY ITS SIGNATURE ON THE SIGNATURE PAGE OF THIS AGREEMENT]

APPENDIX D**SUBLEASE OF EQUIPMENT LEASED TO**

Through this agreement ("Sublease") and pursuant to 49 C.F.R. § 376.12(c)(2), the undersigned ("Sublease Carrier") agrees to lease from FAF, Inc. d/b/a Forward Air Transportation Services, Inc. ("CARRIER"), and CARRIER to lease to Sublease Carrier, the following commercial motor vehicle equipment ("EQUIPMENT"), currently under lease from _____ ("CONTRACTOR"):

CONTRACTOR'S EQUIPMENT	CARRIER UNIT #	YEAR	MAKE	MODEL	SERIAL (VIN) #	IRP PLATE #
Tractor						

- TERM.** Absent default, this Sublease shall begin at the time(s) set forth on completed EQUIPMENT Receipt(s), in the form attached hereto, that Sublease Carrier shall furnish to CARRIER ("Effective Date"), and end when possession of the EQUIPMENT is returned to CARRIER. This Sublease may be terminated at any time for any reason by either party on oral, followed by written, notice of termination to the other party. If, up to and including the date of termination, one or more events occur that give rise, before or after that date, to a liability or entitlement of Sublease Carrier or CARRIER under this Sublease, the liability or entitlement shall continue, notwithstanding the termination of this Sublease, until the liability or entitlement is satisfied in full.
- IDENTIFICATION OF EQUIPMENT.** Sublease Carrier shall ensure that for the duration of the Sublease, the identification of equipment requirements in 49 C.F.R. § 376.11(c) are complied with by removing or covering up all of CARRIER's identification on the EQUIPMENT and displaying instead Sublease Carrier's identification.
- CONTROL AND RESPONSIBILITY.** Sublease Carrier shall have exclusive possession, control, and use of the EQUIPMENT, and shall assume complete responsibility for the operation of the EQUIPMENT, for the duration of the Sublease from the time possession is taken by the Sublease Carrier and the receipt required under 49 C.F.R. § 376.11(b) is given to CARRIER until possession of the EQUIPMENT is returned to CARRIER. The foregoing declarations are made in order to comply with FMCSA regulations (49 C.F.R. § 376.12(c)(1)) and shall not be used to classify CONTRACTOR as an employee of Sublease Carrier or CARRIER. As 49 C.F.R. § 376.12(c)(4) provides, nothing in the provisions required by 49 C.F.R. § 376.12(c)(1) is intended to affect whether CONTRACTOR and CONTRACTOR's drivers are independent contractors or employees of Sublease Carrier or CARRIER and "an independent contractor relationship may exist when a carrier lessee complies with 49 U.S.C. § 14102 and attendant administrative requirements".
- INDEMNIFICATION.** Sublease Carrier shall defend, indemnify, and hold harmless CARRIER from any claim (including any for which CARRIER is not indemnified by CARRIER's insurance and any claim of loss of or damage to the EQUIPMENT or to CARRIER's other property) of loss, damage, delay, fine, civil penalty, or expense, including reasonable attorney's fees and costs of litigation (together "Damages") that CARRIER pays or otherwise incurs arising out of or in connection with the Sublease Carrier's or CONTRACTOR's (including their respective agents' or employees') negligence, gross negligence, willful misconduct, or other culpable acts or omissions;
- INSURANCE.** Sublease Carrier agrees to, and warrants that Sublease Carrier does, maintain public liability insurance (bodily-injury/property-damage coverage and environmental restoration coverage) and cargo loss-and-damage coverage, in at least the amounts required by Federal Motor Carrier Safety Administration regulations promulgated under 49 U.S.C. § 13906 and pursuant to applicable state laws, covering the EQUIPMENT for the duration of this Sublease. These insurance coverages shall be primary, as between Sublease Carrier and CARRIER, to any insurance coverages that CARRIER may maintain. Sublease Carrier shall evidence the insurance coverages by furnishing to CARRIER, along with this executed Sublease, a valid certificate of insurance.
- SUBLEASE CARRIERS' COMPENSATION OF CONTRACTOR.** Sublease Carrier shall enter into an independent contractor operating agreement with CONTRACTOR regarding compensation (including the sublease payments owed to CARRIER pursuant to Section 7 below) and other terms that complies with the Federal Truth-in-Leasing Regulations, 49 C.F.R. Part 376, and shall pay CONTRACTOR the agreed compensation, within (fifteen) 15 days after CONTRACTOR submits to Sublease Carrier the driver log books required by the U.S. Department of Transportation and those documents necessary for Sublease Carrier to secure payment of freight charges from the shipper (together "Sublease Trip Documents").

7. **SUBLEASE PAYMENTS.** As consideration for this Sublease, Sublease Carrier shall remit to CONTRACTOR at the same time Sublease Carrier pays compensation to CONTRACTOR for a trip, and CONTRACTOR has agreed to remit the same amount to CARRIER, a \$100.00 per-trip Alternative Use Fee.

8. **DRIVER LOGS.** Sublease Carrier shall obtain from CONTRACTOR a copy of all driver logs after each trip. All driver logs should name both CARRIER and Sublease Carrier; show all duty time for each 24-hour period of each trip; and the beginning and finishing time (designating a.m. or p.m.) worked for each identified motor carrier. Pursuant to 49 C.F.R. § 395.6(j), before each Sublease trip, CONTRACTOR shall provide to Sublease Carrier a signed statement stating the CONTRACTOR's total time on duty during the immediately preceding seven days and the time at which CONTRACTOR was last relieved from duty prior to beginning work for CARRIER.

9. **CONTROLLED SUBSTANCES TESTING PROGRAM.** Sublease Carrier shall obtain from CARRIER at least once every six months thereafter (if subleasing is continuing even intermittently) the following information relating to CARRIER's controlled substances testing program: the name and address of the program; a verification that CONTRACTOR participates or participated in the program; a verification that the program conforms to 49 C.F.R. Part 40; a verification that CONTRACTOR is qualified under 49 C.F.R. Part 382, including that CONTRACTOR has not refused to be tested for controlled substances; the date CONTRACTOR was last tested for controlled substances; and the results of any tests taken within the previous six months and any other violations of Subpart B of 49 C.F.R. Part 382. If Sublease Carrier cannot verify that CONTRACTOR is participating in a controlled substances testing program in accordance with 49 C.F.R. Parts 40 and 382, Sublease Carrier shall administer an initial controlled substances test to CONTRACTOR.

10. **QUALIFICATION CERTIFICATE.** By executing, along with CONTRACTOR, the attached "Qualification Certificate", CARRIER hereby certifies that CONTRACTOR is fully qualified to drive a commercial motor vehicle under the rules in 49 C.F.R. Part 391. Pursuant to 49 C.F.R. § 391.65(b)(1), Sublease Carrier and CARRIER agree that Sublease Carrier has verified the validity of the Qualification Certificate. Sublease Carrier agrees to maintain the Qualification Certificate for a period of three years from the Effective Date of this Sublease.

11. **DRIVER VEHICLE INSPECTION REPORTS AND REPAIR RECORDS.** For the term of this Sublease, CARRIER shall require CONTRACTOR to prepare and submit a written Driver Vehicle Inspection Report complying with the requirements of 49 C.F.R. § 396.11, and CARRIER shall obtain from CONTRACTOR and maintain all records relating to repairs of the Equipment.

12. **INTERNATIONAL REGISTRATION PLAN REPORTING.** With respect to International Registration Plan reporting, Sublease Carrier shall be responsible for reporting all miles traveled by CONTRACTOR's Equipment and in what state(s). Sublease Carrier shall provide CARRIER promptly with documentation showing all miles traveled by state for each trip.

13. **INDEPENDENT CONTRACTOR RELATIONSHIP.** It is the intent of the parties to this Sublease that Sublease Carrier, CARRIER, and CONTRACTOR shall all be independent contractors.

14. **COPY OF SUBLEASE.** Sublease Carrier shall ensure that a copy of the Sublease is carried in the EQUIPMENT for the duration of the Sublease.

15. **GENERAL.** If any provision (including any sentence or part of a sentence) of this Sublease (including its attachments and addendums) is deemed invalid for any reason whatsoever, the Sublease shall be void only as to the provision, and this Sublease shall remain otherwise binding between the parties. This Sublease (including the Attachments and any addendums) constitute the entire Sublease between CARRIER and Sublease Carrier pertaining to the subject matter contained herein and fully replaces and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification, or amendment to this Sublease shall be binding unless in writing and signed by both parties. Original, faxed, or otherwise imaged signatures shall be equally valid.

16. **GOVERNING LAW AND FORUM.** This Sublease shall be interpreted in accordance with, and governed by, the laws of the United States and, of the State of Tennessee, without regard to the choice-of-law rules of that State or any other jurisdiction. THE PARTIES AGREE THAT ANY CLAIM OR DISPUTE ARISING FROM OR IN CONNECTION WITH THIS SUBLEASE, WHETHER UNDER FEDERAL, STATE, LOCAL, OR FOREIGN LAW (INCLUDING BUT NOT LIMITED TO 49 C.F.R. PART 376), SHALL BE BROUGHT EXCLUSIVELY IN THE STATE OR FEDERAL COURTS SERVING GREENE COUNTY, TENNESSEE. CARRIER AND SUBLEASE CARRIER HEREBY CONSENT TO THE JURISDICTION AND VENUE OF THESE COURTS.

[CONTRACTOR HEREBY AGREES TO THE TERMS OF THIS APPENDIX D AS ACKNOWLEDGED BY ITS SIGNATURE ON THE SIGNATURE PAGE OF THIS AGREEMENT]

QUALIFICATION CERTIFICATE

Pursuant to 49 C.F.R. § 391.65, FAF, Inc. d/b/a/ Forward Air Transportation Services, Inc. ("CARRIER") certifies that the undersigned independent contractor ("CONTRACTOR"), as defined in 49 C.F.R. § 390.5, is regularly driving a commercial motor vehicle operated by CARRIER and is fully qualified under 49 C.F.R. Part 391. His current medical examiner's certificate expires on _____. This Qualification Certificate expires on _____ (a date not later than the expiration of the medical examiner's certificate).

Issued on 8/14/2015 by: _____

[CONTRACTOR HEREBY AGREES TO THE TERMS OF THIS QUALIFICATION CERTIFICATE AS ACKNOWLEDGED BY ITS SIGNATURE ON THE SIGNATURE PAGE OF THIS AGREEMENT]

APPENDIX E

PROHIBITION AGAINST USE OF MOBILE TECHNOLOGY WHILE OPERATING A CMV

Effective January 3, 2012, the Federal Motor Carrier Safety Regulations prohibit the use of a hand-held mobile telephone by drivers operating commercial motor vehicles ("CMVs"). The rule prohibits the following actions while driving a CMV:

- Using at least one hand to hold a mobile telephone to conduct a voice communication;
- Dialing or answering a hand held mobile telephone by pressing more than a single button; or
- Reaching for a mobile telephone in a manner that requires a driver to maneuver so that he or she is no longer in a seated driving position, restrained by a seat belt that is installed in accordance with federal regulations that has been adjusted in accordance with the manufacturer's instructions.

For purposes of the rule, "driving" means operating a CMV on a highway, including while temporarily stopped in traffic because of a traffic control device or other momentary delay. "Driving" does not include operating a commercial motor vehicle when the driver has moved the vehicle to the side of, or off, a highway and has halted in a location where the vehicle can safely remain stationary (please note, however, that pulling to the side of a highway may not, in some instances, be allowed under applicable law). The rule is in addition to the existing federal ban on texting while driving a CMV.

Violations can result in a civil penalty against the driver of up to \$2,750, and against the carrier of up to \$11,000. In addition, drivers convicted of violating this rule twice in a three-year period are subject to disqualification by state or federal authorities from driving a CMV for 60 days. Three violations of this rule in any three-year period result in disqualification for 120 days. Additionally, violation of state or local rules restricting or prohibiting the use of hand-held mobile telephones while driving can also result in disqualification.

BY SIGNING BELOW, CONTRACTOR ACKNOWLEDGES RECEIPT OF THIS NOTICE, AGREES THAT CONTRACTOR WILL REQUIRE THAT ITS DRIVERS COMPLY WITH THE LIMITATIONS SET FORTH HEREIN, AND AGREES THAT CONTRACTOR AND/OR CONTRACTOR'S DRIVERS WILL COMPLY WITH ANY AND ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS REGARDING USE OF MOBILE TECHNOLOGY WHILE OPERATING A CMV. CONTRACTOR FURTHER ACKNOWLEDGES THAT VIOLATION OF FEDERAL, STATE AND LOCAL LAWS, RULES, REGULATIONS, OR ORDINANCES REGARDING USE OF MOBILE TECHNOLOGY WHILE OPERATING A CMV MAY TRIGGER OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, HOLD HARMLESS AND INDEMNITY OBLIGATIONS. IN ADDITION TO THE FOREGOING, FAILURE TO COMPLY WITH SUCH PROHIBITIONS OR LIMITATIONS MAY RESULT IN DISQUALIFICATION OF THE DRIVER INVOLVED AND/OR TERMINATION OF THIS AGREEMENT.

[CONTRACTOR HEREBY AGREES TO THE TERMS OF THIS APPENDIX E AS ACKNOWLEDGED BY ITS SIGNATURE ON THE SIGNATURE PAGE OF THIS AGREEMENT]

APPENDIX F

SATELLITE EQUIPMENT

1. **FURNISHING OF SATELLITE EQUIPMENT.** In fulfillment of CONTRACTOR's obligation under Paragraph 39 of this Agreement, CONTRACTOR is free to obtain, install in the Equipment, and maintain in an operable and functioning condition, at his/her expense, a satellite system that constitutes, or in CARRIER's reasonable judgment is technically and functionally compatible with, the Qualcomm System or other system utilized by CARRIER. In the alternative, CONTRACTOR may elect, by initialing the "CARRIER shall arrange" option below, to have CARRIER arrange to have installed, in the Equipment, a Qualcomm System or other system utilized by CARRIER. In the latter event, CONTRACTOR hereby agrees to have CARRIER deduct from his/her Settlement Compensation and/or Escrow Account weekly rent of twenty-one dollars (\$21.00). CONTRACTOR agrees to keep the CARRIER-furnished satellite system, which shall remain CARRIER's property, in an operable and functioning condition at all times that the Equipment is being operated in CARRIER's service.

CONTRACTOR SHOULD INITIAL ONE OF THESE TWO OPTIONS:

____ CONTRACTOR shall furnish and install his/her own satellite system in the Equipment,

X

____ CARRIER shall arrange to have a satellite system installed in the Equipment and shall deduct the above rent from CONTRACTOR's Settlement Compensation and/or Escrow Account.

2. **RE-INSTALLATION OF CARRIER-FURNISHED SYSTEM.** In the event CONTRACTOR shall replace the unit(s) of Equipment (power unit(s)), CONTRACTOR shall bear the expense of removal and re-installation of any CARRIER-furnished satellite system in his/her replacement Equipment and hereby authorizes CARRIER to deduct all such expense from CONTRACTOR's Settlement Compensation and/or Escrow Account.

3. **RETURN OF CARRIER-FURNISHED SYSTEM.** CONTRACTOR shall be responsible for the return of each CARRIER-furnished satellite system to CARRIER immediately upon any request from CARRIER or the termination of this Agreement, in accordance with this Agreement. Only a qualified technician selected by CARRIER shall remove the system. If the system is lost or damaged as a result of CONTRACTOR's negligence, or not returned upon request or upon termination of the Agreement, CONTRACTOR hereby authorizes CARRIER to deduct from CONTRACTOR's Settlement Compensation and/or Escrow Account or, if necessary, to collect additional payments from CONTRACTOR for, the entire expense incurred by CARRIER in repairing or replacing the system, together with all collection costs. CARRIER shall not be responsible for any loss or damage to CONTRACTOR's Equipment arising or resulting from the installation, use, or removal of the CARRIER-furnished satellite system.

THIS APPENDIX is agreed to by the undersigned parties as of the latest date set forth below.

CARRIER:

FAF, Inc. d/b/a Forward Air Transportation
Services, Inc.

By: *Brittney Kantor*
D:\2014\08\14\2015\081415
Printed Name: Brittney Kantor
Dated: 8/14/2015

CONTRACTOR:

By: *Fredrick Blodgett*
D:\2014\08\14\2015\081415
Printed Name: FREDRICK BLODGETT
Dated: 8/14/2015

6800 Port Road
Groveport, Ohio 43125

Power of Attorney

I hereby appoint an employee of FAF, Inc. d/b/a/ Forward Air Transportation Services, Inc. of Groveport, Ohio as my attorney-in-fact to apply for license and registration for the vehicle.

VIN # 8C8273
Unit # 11266

DocuSigned by:
Frederick Blodgett
055821A524A6CA
Owner of Vehicle
ELEMENT FIN CORP
Print Name as Printed on Title
8/14/2015
Date

FAF, Inc.

STATEMENT OF LEASE

To the extent provided by the Independent Contractor Operating Agreement entered into between the undersigned CONTRACTOR, FAF, Inc. d/b/a Forward Air Transportation Services, Inc. ("CARRIER") effective at 12:01 a.m. Eastern Time on 8/14/2015 ("ICOA" or "lease"), this Equipment is being operated by the undersigned CARRIER. CONTRACTOR is the Equipment's "owner," as the latter term is defined by 49 C.F.R. § 376.2(d). The ICOA provides that it shall remain in effect until 11:59 p.m. exactly two (2) years thereafter unless terminated sooner by either party. The ICOA includes no restrictions relative to the commodities to be transported. The original of the ICOA is kept by CARRIER at the address shown.

The undersigned parties to the ICOA agree that, pursuant to 49 C.F.R. § 376.11(c)(2), A COPY OF THIS "STATEMENT OF LEASE" IS TO BE CARRIED ON THE EQUIPMENT DURING ALL PERIODS THAT, PURSUANT TO THE ICOA, THE EQUIPMENT IS BEING OPERATED BY OR ON BEHALF OF CARRIER.

Name of CONTRACTOR: FREDRICK BLODGETT
 CONTRACTOR Control No: _____
 Company Unit No.: 11266

Make: FRGHT Model: CAS Year: 2012
 Serial No. 8C8273 State & License No.: _____
 Trailer Make: _____ Model: _____ Year: _____
 Serial No. _____ State & License No. _____

FAF, Inc. d/b/a Forward Air Transportation Services, Inc. ("CARRIER") certifies that it has leased and is operating the equipment described above. The equipment has been leased from the CONTRACTOR named above. The lease became effective on 8/14/2015 and will remain in effect until termination upon written notice by CARRIER or the CONTRACTOR. There are no restrictions in the lease relative to the commodities to be transported. The original of the lease is kept by CARRIER at its offices located at 430 Airport Road, P.O. Box 1058, Greeneville, Tennessee 37744.

CARRIER:

FAF, Inc. d/b/a Forward Air Transportation
 Services, Inc.

Date: 8/14/2015
 By: Brittney Knott
 Title: 18p

FAF000292

SIGNATURE APPENDIX

CONTRACTOR shall execute this Independent Contractor Operating Agreement and each Appendix referenced below by signing below where indicated, and by forwarding the original, signed Agreement, with Appendixes to CARRIER. Once executed by CONTRACTOR as set out above, this Independent Contractor Operating Agreement and each Appendix referenced below shall be effective as of the date set forth on the Statement of Lease and Receipt of Equipment to be provided to CONTRACTOR by CARRIER. CARRIER's signature on the Statement of Lease and Receipt for Equipment shall constitute CARRIER's acceptance of this Independent Contractor Agreement and all Appendixes.

DocuSigned by:		
X	<i>Fredrick Blodgett</i>	
C	D55B21A821A84CA	Independent Contractor Operating Agreement
Print Name(s):		FREDRICK BLODGETT
Date		8/14/2015
DocuSigned by:		Corporate Name (If Applicable)
X	<i>Brittney Kantor</i>	
C	D1E2B10E1285458	
Date		8/14/2015

DocuSigned by:		
X	<i>Fredrick Blodgett</i>	
C	D55B21A821A84CA	Appendix A – Contractor Election Form
Date		8/14/2015
DocuSigned by:		
X	<i>Brittney Kantor</i>	
C	D1E2B10E1285458	
Date		8/14/2015

DocuSigned by:		
X	<i>Fredrick Blodgett</i>	
C	D55B21A821A84CA	Appendix B – Contractor Compensation Rates
Date		8/14/2015
DocuSigned by:		
X	<i>Brittney Kantor</i>	
C	D1E2B10E1285458	
Date		8/14/2015

<input checked="" type="checkbox"/> DocuSigned by: Frédrick Blodgett D55821A824A84CA...	Appendix C – Consent to Conduct Business Using Electronic Methods
CONTRACTOR	
8/14/2015	
Date	
<input checked="" type="checkbox"/> DocuSigned by: Brittney Kantor D1E3B10E12B5458...	
8/14/2015	
Date	

<input checked="" type="checkbox"/> DocuSigned by: Frédrick Blodgett D55821A824A84CA...	Appendix D – Sublease of Equipment
8/14/2015	
Date	
<input checked="" type="checkbox"/> DocuSigned by: Brittney Kantor D1E3B10E12B5458...	
8/14/2015	
Date	

<input checked="" type="checkbox"/> DocuSigned by: Frédrick Blodgett D55821A824A84CA...	Qualification Certificate
8/14/2015	
Date	
<input checked="" type="checkbox"/> DocuSigned by: Brittney Kantor D1E3B10E12B5458...	
8/14/2015	
Date	

<input checked="" type="checkbox"/> DocuSigned by: Frédrick Blodgett D55821A824A84CA...	Appendix E – Prohibitions Against Use of Mobile Technology While Operating a CMV
CONTRACTOR	
8/14/2015	
Date	
<input checked="" type="checkbox"/> DocuSigned by: Brittney Kantor D1E3B10E12B5458...	
8/14/2015	
Date	

DocuSigned by:	_____	Appendix F – Satellite Equipment
X	<i>Fredrick Blodgett</i>	
C	DE5621A024A04CA...	
8/14/2015		
Date	_____	
DocuSigned by:	_____	
X	<i>Brittney Kantor</i>	
CA	D1E3B10E120545B...	
8/14/2015		
Date	_____	

DocuSigned by:	_____	Power of Attorney
X	<i>Fredrick Blodgett</i>	
C	DE5621A024A04CA...	
8/14/2015		
Date	_____	
DocuSigned by:	_____	
X	<i>Brittney Kantor</i>	
C	D1E3B10E120545B...	
8/14/2015		
Date	_____	

DocuSigned by:	_____	Statement of Lease
X	<i>Fredrick Blodgett</i>	
CC	DE5621A024A04CA...	
8/14/2015		
Date	_____	
DocuSigned by:	_____	
X	<i>Brittney Kantor</i>	
CA	D1E3B10E120545B...	
8/14/2015		
Date	_____	

Exhibit B7

25(e). Copies of This Agreement and Statement of Lease. CARRIER shall, as set forth in 49 C.F.R. § 376.12(i), keep the original of this Agreement, with a copy to be retained by CONTRACTOR. Pursuant to 49 C.F.R. § 376.11(c)(2), a "Statement of Lease" shall be carried on the Equipment for those periods that the Equipment is operated by or for CARRIER under this Agreement.

IN WITNESS WHEREOF, CARRIER and CONTRACTOR hereby sign this Agreement. This Agreement shall begin at 12:01 a.m. Eastern Time on the later of the two dates in the signature block below ("Effective Date") and end at 11:59 p.m. Eastern Time on August 15, 2018, unless terminated sooner by either party ("Termination Date").

By signing below, CONTRACTOR acknowledges that, as reflected in the terms of this Agreement:

- CONTRACTOR is NOT an employee of CARRIER, and all aspects of the relationship between CONTRACTOR and CARRIER are based on CONTRACTOR's status as an independent contractor;
- CONTRACTOR has agreed to be responsible for the operating expenses incurred in connection with his/her business operations;
- CONTRACTOR's agreement to take responsibility for his/her expenses is an indispensable term of this Agreement but for which CARRIER would not have agreed to pay the gross compensation stated above or entered into this Agreement;
- The gross compensation CARRIER agrees to pay is not intended to ensure that CONTRACTOR covers his/her operating expenses, but instead to provide the amount of revenue sufficient, in the relevant market for such services, to convince a contractor-business both to provide, maintain, fuel, legally-credential, and otherwise operate suitable and dependable Equipment and to provide and pay a qualified professional driver or drivers to drive that Equipment; and
- The gross compensation paid to CONTRACTOR is MORE than CARRIER would pay an employee to perform professional driving services, which reflects the reality of the marketplace, in that CARRIER cannot attract contractors willing to take the entrepreneurial risk of funding and running their own businesses by paying merely the personal-services wage that they could get as employees.

CARRIER: FAF, Inc. d/b/a Forward Air
Transportation Services, Inc.

CONTRACTOR: BIG FS LLC

Check one: ☐ Corporation
☒ Limited Liability Company
☐ Partnership
☐ Sole Proprietorship

Organized in State of: UT

X With Employer ID No.: 47-5212030

OR Social Security No. (last 4 digits only):

By: Brittney Kantor
Signature
BRITTNEY KANTOR

Authorized Rep.'s Name (Typed or Printed)

Title 6800 Port Rd.

Address (Street, P.O. Box)
Groveport, OH 43125

City, State & Zip Code

Mobile Telephone Number

Fax Number

Email Address
1/16/2016

Date

By: FREDRICK BLODGETT
Signature
FREDRICK BLODGETT

Authorized Rep.'s Name (Typed or Printed)
OWNER

Title 2592 FRENCH CAMP RD

Address (Street, P.O. Box)
MANTECA CA 95336

City, State & Zip Code
209-679-1776

Mobile Telephone Number

Fax Number

Email Address
1/16/2016

Date

Exhibit 7

F. Blodgett

BLODGETT_000001

8/2/18 cam

Exhibit B8



Comp-02
Effective Date: 10/01/05
Revisions Added: 09/26/07, 2/3/11, 11/9/15
Electronic DVIR 9/13/11
FMCSA HOS changes 07/2013

Hours of Service Program

PHILOSOPHY

FAF, Inc., the Company (also known as the Motor Carrier), and all of the Drivers are responsible for compliance with the hours of service regulations. Every driver must comply with all federally mandated regulations and company policies. The Federal Motor Carrier Safety Regulations hours of service regulations are used to prevent driver fatigue. A fatigued driver threatens the driver's own life and livelihood, the safety of the motoring public, and the safe arrival of the cargo being transported.

REGULATORY REQUIREMENTS

The Company and its drivers are required to comply with 49 CFR Part 395. Effective 1/1/11, all new non-Company employed drivers will be trained on and the truck will be equipped to comply with the hours of service regulations using electronic logs prior to the first dispatch. A paper logbook will only be given to these drivers to be used in the unlikely event of electronic log malfunction/failure.

Company drivers mainly operate in equipment not equipped with any electronic satellite devices due to the nature of their local operational needs. These drivers will not be part of this current transition to electronic logging.

WHO IS RESPONSIBLE

- A. **COMPANY/SAFETY DEPARTMENT** - Responsible for developing Hours Of Service control measures, and for auditing driver compliance with the Hours of Service regulations and the requirements of this policy. The Safety Department will provide training to all drivers and appropriate company employees in order to maintain compliance.
- B. **DRIVERS** - Responsible for compliance with the requirements of the regulations and to properly use electronic logging. The driver must make himself/herself available for any training that is required by the company.
- C. **OPERATIONS/DISPATCH** - Responsible for scheduling all work within the requirements of the Federal Motor Carrier Safety Regulations (FMCSR) and this policy. At no time will Operations/Dispatch knowingly require or permit a driver to violate the regulations of the requirements of this policy.

PROCEDURE

Hours Of Service Program rev 11-9-15

Exhibit 8
F. Blodgett
8/2/18 cam

FAF000818

New Drivers

Prior to first dispatch, the Company will obtain either a signed statement from all new drivers giving the total time on-duty during the preceding seven-day period (Driver Statement of On-Duty Hours), or the true and accurate copies of the driver's logs for the preceding 7 days.

Current Drivers

Current over the road drivers are being converted to electronic logs and trained accordingly. Company drivers who are exempt from the requirement to complete logs will remain using time cards or the occasional paper log when runs and regulations require.

Tractor/Truck

Equipment will be provided a sticker to be displayed on both sides of the unit indicating that the truck/driver is using electronic logs.

Form and Manner/Completion of electronic logs

- A. Electronic logs automatically provide many of the form and manner items required by Part 395.8(d) by being connected to the electronics of the truck. The driver is only required to enter limited information in order to maintain compliance with FMCSR Section 395.8(d). The driver will have to input:
1. Trailer numbers. This is for all trailers pulled by the driver during the day.
 2. Driver's signature/log approval.
 - i. A driver must approve each electronic log daily.
 - ii. It is important to carefully review the electronic log prior to approval.
 - iii. This electronic approval replaces the signature requirement.
 3. Shipping manifest or shipping documents (if EUV), or the name of the shipper and the commodity.
 - i. If being paid by a control # for a deadhead, bobtail or empty move, simply write "deadhead", "bobtail" or "empty" in the spot for manifest number.
 4. Comments/Notes: A comment/note is required at each change of duty explaining briefly what you are doing, i.e. fuel, meal. You will NOT have to put full name of the city, town or village with the state abbreviation as the electronic log does that for you automatically.
- B. All entries must be true and correct.
- C. Time base – Duty status will be set for time standard of the driver's home domicile.
 - i. Note that all dispatch times are Eastern Standard Time.

100 air-mile exception – Drivers who consistently operate within a 100 air-mile radius may be exempt from completing a log. Those drivers will be required to submit time cards or some other acceptable time record. The company will determine which, if any, drivers may use the 100 air-mile radius exemption.

Retention of logs

- A. Electronic logs will be automatically retained for the required 6 month period.

- B. Drivers may access their electronic logs for tax purposes or personal retention via a website provided by the electronic log provider.
- C. Paper logs and time cards will be retained for the required 6 month period.

Roadside Inspections and electronic logs

- A. The driver will be provided instructions to provide to enforcement officers so they can access the prior 7 days of logs from the electronic keyboard.

If enforcement would prefer to have the prior 7 days of logs faxed to the inspection station, the driver has the ability to fax the logs directly from the electronic keyboard using the fax function.

HOURS OF SERVICE RULES

- A. The FMCSR requires compliance with the following hours of services rules. The Electronic log will show you the time that is the least amount of time before you are in violation of an Hours of Service rule. That electronic notice requires the driver's compliance. All drivers must comply with the following rules:
 - 1. **8-Hour Rest Break Rule** – Drivers cannot drive if 8 hours have passed since their last off duty break of at least 30 minutes. Once you go on-duty you must take a 30 minute off duty break within the first 8 hours to continue driving. The rule limits how long a driver can continuously drive without a break. The rest break must be off duty or sleeper berth. If the break is taken early in your shift a second break of 30 minutes might be necessary to stay in compliance.
 - 2. **11-Hour Driving Rule** - After having a least ten consecutive hours off-duty, a driver cannot drive more than 11 hours.
 - 3. **14-Hour On-Duty Rule** - A driver cannot continue to drive after being on-duty (combination of driving time and on-duty, not driving time) for 14 hours following ten consecutive hours off-duty.
 - a. The driver may continue to work after 14 hours on-duty, provided that the driver does not drive again until taking ten consecutive hours off-duty.
 - b. Off-duty breaks during the day do not extend the workday to permit a driver to drive after the 14th consecutive hour on-duty. However, time logged as off-duty is not counted in calculating a driver's 70- hour on-duty period.
 - 4. **70-Hour Maximum On-Duty Rule** - A driver cannot drive after accumulating 70 hours on-duty, (combination of driving and on-duty, not driving time) in any eight consecutive day periods. The driver may continue to work, but cannot drive again until having hours available within the 70-hour rule.
 - a. If a driver is off duty for 34 or more consecutive hours, the 70-hour period is restarted.
 - b. A driver may spend part of the 34 hours of consecutive off-duty time in a sleeper berth as long as the 34 hour period is not broken by on-duty or driving time.
- 1. **12-hour rule** – For those drivers exempt from daily log requirements who operate within a 100 air mile radius – a driver must return to work reporting location and be released from work within 12 consecutive hours. The driver must have at least 10 consecutive hours off duty separating each 12 consecutive hours and may not drive over 11 hours.

B. A day consists of the 24 hours from midnight to midnight (domicile terminal time), one calendar day. Within those 24 hours, the time is categorized into four duty classifications:

1. **Driving Time** – All time spent at the driving controls of a CMV in operation.
2. **Off-Duty** - Time that is not devoted to any aspect of the job is off-duty time. The following requirements must be met for a driver to log off-duty.
 - a. The driver must be relieved of all duty and responsibility for the care and custody of the vehicle (truck, tractor and trailer), its accessories, and any cargo it may be carrying.
 - b. During this time, and for the duration of the stop, the driver must be at liberty to pursue activities of his/her own choosing and leave the premises where the vehicle is situated.
 - c. Meals may be included with the specific authorization of the company. Meal stops will not extend the 14 hour rule.
 - d. When a driver is relieved from work and all responsibility for performing work, time spent traveling from a driver's home to his/her terminal (normal work reporting location), or from a driver's terminal to his/her home, may be considered off-duty time.

Similarly, time spent traveling short distances from a driver's en route lodgings (such as en route terminals or motels) to restaurants in the vicinity of such lodgings may be considered off-duty time. The type of conveyance used from the terminal to the driver's home, from the driver's home to the terminal, or to restaurants in the vicinity of en route lodgings would not alter the situation unless the vehicle is laden or a trailer is attached.

A driver may not operate a laden CMV or a CMV with a trailer as a personal conveyance. The driver who uses a motor carrier's CMV for transportation home, and is subsequently called by the carrier and is then dispatched from home, would be on-duty from the time the driver leaves home.

3. **Sleeper Berth** - Time spent resting in the sleeper berth. If not resting in a FMCSR qualified sleeper berth, you cannot record that time as sleeper berth time.
4. **On-Duty, Not Driving** - Time spent performing work-related duties and tasks other than driving, e.g., fueling or servicing any CMV, attending a CMV being loaded, receiving a roadside inspection or citation, waiting at a roadside for a mechanic, or any other responsibility, which would be considered work.

All time from the time a driver begins to work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. **On-duty** time shall include:

- a. All time at a plant, terminal, facility, or other property of a motor carrier or shipper, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the motor carrier;
- b. All time inspecting, servicing, or conditioning any commercial motor vehicle at any time;

- c. All time, other than **driving time**, in or upon any commercial motor vehicle except time spent resting in a **sleeper berth**;
 - d. All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a commercial motor vehicle being loaded or unloaded, remaining in readiness to operate the commercial motor vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
 - e. All time repairing, obtaining assistance, or remaining in attendance upon a disabled commercial motor vehicle;
 - f. All time spent providing a breath sample or urine specimen, including travel time to and from the collection site, in order to comply with the random, reasonable suspicion, post-accident, or follow-up testing required by Part 382 when directed by a motor carrier;
 - g. Performing any other work in the capacity, employ, or service of, a motor carrier; and
 - h. Performing any compensated work for a person who is not a motor carrier.
- C. The electronic log device will provide you with an audible and visual notice when you are 1 hour from reaching your hours of service driving limit.
- a. This notice is a prompt for you to immediately begin planning to find a place to shut down and start your break or
 - b. If operating a team truck, it is the time to locate a safe location to stop and for the eligible co-driver to log in and begin driving.

Hours of Service Exceptions

- A. **Sleeper Berth Exception** - The 11-hour and 14-hour rules require a driver to get ten consecutive hours of rest before driving again. However, drivers using sleeper berth equipment may split on-duty time by using sleeper berth periods. Drivers using this provision **MUST**:
- 1. Take at least 8 consecutive hours in the sleeper berth plus 2 consecutive hours either in the sleeper berth, off duty or any combination of the two.
 - 2. Driving time in the period immediately before and after each rest period when added together does not exceed 11 hours; and
 - 3. The on-duty time in the period immediately before and after each rest period when added together does not include any driving after the 14th hour.

The number of hours the driver may continue to drive after accumulating ten hours of rest in the sleeper berth is determined by simply subtracting the number of hours, which were driven between the two sleeper berth periods from 11 hours.

You must log what you do – do not log sleeper time if you are not in the sleeper and are away from the truck. If you are Off duty, log off duty not sleeper.

- B. **Adverse Driving Conditions**- It is the position of the company that in this day and age of advanced technology few if any situations can meet the *adverse driving conditions* definition.

The rule requires that none of the adverse weather conditions were apparent on the basis of information known to the person dispatching the run at the time it was begun. Our dispatchers and you have reliable media sources making this rule obsolete.

Adverse Driving Conditions do not mean and cannot be applied for delays caused by congested traffic.

Non-Motor Carrier Compensated Work

The rules require all drivers to report NON-MOTOR CARRIER compensated work to the company. Each driver employed or compensated outside FAF, Inc. must complete the Driver's Certification of NON-MOTOR CARRIER compensated work form and return this to the Safety Department. All time in the performance of compensated NON-MOTOR CARRIER work is to be included when calculating the drivers' compliance with the Hours of Service requirements.

OPERATIONS/DISPATCH

Trip planning and assignment of dispatch will be in compliance with Part 395. All required ten-hour breaks will be observed. Only drivers with the available hours of service who can legally meet the pickup and delivery requirements will be assigned the load.

TRAINING

- A. **New Drivers**- New drivers will participate in a driver training session prior to the driver operating a vehicle for the Company, which will educate the driver in the requirements of Part 395, the company's policies and proper use of electronic logs and/or paper log and/or time card as they relate to compliance with this section.
- B. **Drivers** – The Safety department and its trainers are available to provide drivers with remedial instruction to ensure that the driver maintains proper understanding and compliance. Drivers will receive written notification of any changes to the Hours of Service requirements.
- C. **Driver Operations Personnel** - Newly hired personnel who will be assigning drivers to work or supervising individuals making those assignments, shall receive training related to this program. This training may be provided in a self-training format. Operations/Dispatch personnel may receive additional training in the hours of service requirements as needed.
- D. **Safety Personnel** - Newly hired personnel should be informed of their specific responsibilities as they relate to compliance with the hours of service requirements. Staff will receive additional training as needed.

COMPLIANCE

Driver's hours of service compliance is monitored by the company Safety Department and/or its agents. It is the goal of the Company to maintain a fleet that complies with hours of service rules. Violations will result in actions that may range from re-training up to and including disqualification from driving duties depending upon the nature and frequency of the violation.

A. Hours of Service Violations

1. Electronic logs, paper driver logs and time sheets are reviewed for hours-of-service violations in the following areas:
 - a. 8 hour rest break rule
 - b. 11 hour rule
 - c. 12 hour on duty rule (applies only to drivers meeting and authorized for the 100-air mile radius exemption)
 - d. 14 hour rule
 - e. 70 hour rule
 - f. Unassigned driving (electronic logs only)
 - g. Off Duty driving

2. Based on the results of the Electronic Logs review, drivers with violations may progress through the Warning list found below which includes notification to the driver explaining the nature of the violation.

Since electronic logs provide immediate notification to the driver of an approaching violation and shows the driver that a violation is occurring, the Company will take appropriate action with those persons who violate the hours of service rules.

- a. First Warning
- b. Second Warning
- c. Final Warning which may be accompanied by a period of suspension

B. Discrepancies

1. Random reviews may be conducted to ensure that time/dated documents such as tolls and fuel receipts match the activity recorded on the paper log or time sheet. The driver will be notified if discrepancies are discovered.
2. Log discrepancies may result in re-training and/or disciplinary action if warranted up to and including disqualification from driving duties.

DAILY VEHICLE INSPECTION REPORTS (DVIRs)

- A. DVIRs are required at the completion of each driving shift for all equipment operated if there is a defect.
- B. Any defect of deficiency discovered that affect the safety of the operation of the vehicle must be noted and corrected.
- C. Effective 9/13/11, FAF, Inc. has instituted electronic DVIRs for those units with qualcomm.
 - a. DVIR Information must be completed via Macro 23.
 - b. DVIRs with defects noted will be routed to the appropriate staff for follow up.
 - c. Reminders Macro 58 will be sent to the truck if no DVIRs are received if movement of the tractor occurs.
- D. The motor carrier also provides forms that meet this requirement and require adherence to this rule if electronic completion is not available.
- E. DVIRs are retained for the required period of 90 days.

Hours of Service Training Certification

Course Effective Date: 02/03/11 Rev.3

The Hours of Service regulations in Part 395 contain three basic rules, which apply to maximum allowable driving times. They are:

- 1) No driver shall drive more than 11 hours total following at least 10 consecutive hours off duty (11 Hour Rule).
- 2) No driver shall drive after having been on duty 14 hours following 10 consecutive hours off duty (14 Hour Rule).
- 3) No driver shall drive after having been on duty 70 hours in any 8 consecutive day period (70 Hour Rule).
- 4) No driver will drive past the 8th hour of coming on duty unless a 30 minute break was taken.

Other rules that require your compliance are:

- 1) All drivers shall review their electronic logs for accuracy and approve them daily.
- 2) All drivers shall include Comments at every change of duty briefly explaining activity.
- 3) No driver shall use Off Duty Driving for any reason other than those defined in this policy.
- 4) No driver shall falsify a log in order to gain on duty or drive time.
- 5) Electronic DVIR is required post shift and post trip.
- 6) Any paper logs that are completed must be sent to CMH safety

I _____ acknowledge receipt of all training materials and understand that I shall at all times comply with the FMCSR Part 395 Hours of Service regulations and that my ability to remain qualified to operate for FAF, Inc. is contingent upon complying with both the FMCSR and Company rules.

Drivers Signature _____ Date _____

Instructors Signature _____ Date _____

Copy of this completed certification page should be given to driver with copy to Safety Dept.

Hours of Service – City/Local Drivers
Part 395.1(e)

CRITERIA:

1. Operate within 100 air mile radius of normal work reporting location.
 - a. If the driver is assigned a route that will exceed this 100 air mile radius, the driver must prepare a driver daily log for each of the prior 7 days and begin a driver daily log for that day.
2. Return to work reporting location and be released from work within 12 consecutive hours.
 - a. If a driver must work more than 12 consecutive hours that driver must complete a driver daily log for that 24 hour period
3. Have at least 10 consecutive hours off duty separating each 12 consecutive hours.
4. Does not drive more than 11 hours.
5. Motor carrier (Corporate Safety Dept.) maintains accurate time records for 6 months.

REQUIREMENTS:

City/Local drivers must complete either a (1.) a time card, or (2.) a daily log, or (3.) a record of on duty and off duty time on an Excel spreadsheet. This information must be provided weekly to the Safety Department.

Drivers working for more than one motor carrier during a 24-hour period must submit a copy of the record of duty status for the entire 24-hour period to each motor carrier. The driver must provide the following:

1. The name of the company/motor carrier served by the driver during the 24-hour period, and
2. The beginning and finishing time, including a.m. and p.m., worked for each company/carrier.

City drivers are still subject to the 70-hour rule.

After having 34 hours continuous off duty time, a driver may restart their 70-hour 8 day period. If they do not have this continuous 34-hour period off duty time, then they continue using their 70-hour, 8 day recap.

I _____ acknowledge receipt of all training materials and understand that I shall at all times comply with the FMCSR Part 395 Hours of Service regulations to remain qualified for driving privileges for FAF, Inc.

Drivers Signature _____ Date _____

Instructors Signature _____ Date _____

Copy of this completed certification page should be given to driver with copy to Safety Dept.

Hours Of Service Program rev 11-9-15

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