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PASCHALL TRUCK LINES, INC.  
INDEPENDENT CONTRACTOR  
SERVICE AGREEMENT

THIS IS AN IMPORTANT DOCUMENT THAT CREATES RIGHTS AND OBLIGATIONS FOR BOTH PASCHALL TRUCK LINES AND YOU. PLEASE MAKE SURE YOU UNDERSTAND THE TERMS, CONDITIONS AND OBLIGATIONS OF THIS AGREEMENT BEFORE YOU ENTER INTO IT.

This Independent Contractor Service Agreement ("Agreement") is entered into in Calloway County, Kentucky by and between Gale Carter ("Contractor"), and Paschall Truck Lines, Inc., a corporation having an office in Murray, Kentucky ("PTL"), and is effective as of OCT 15, 2015 ("Effective Date").

Intending to be legally bound by the terms of this Agreement, Contractor and Company mutually agree as follows:

**I. RELATIONSHIP AND INTENTION OF PARTIES**

The intention of the parties is to (1) create a contract to facilitate PTL's compliance with federal law as a federally licensed motor carrier and (2) create a vendor/vendee relationship between Contractor and PTL through which Contractor, as an independent business person, has the potential and expectation to realize a profit or loss by:

- providing a tractor power unit to PTL;
- rendering certain transportation services as required by PTL customers; and
- conducting and considering himself as either (i) a self-employed individual vendor for all purposes, or (ii) the authorized representative of a business entity that is an unrelated vendor to PTL.

This Agreement sets forth the mutual business objectives of the two parties intended to be served by this Agreement; the obligations of each party; and the results Contractor agrees to accomplish. The manner and means of reaching such results, however, are within the sole discretion of the Contractor, and no officer or employee of PTL shall have the authority to impose any term or condition on Contractor or on Contractor's continued operation that is contrary to this understanding. Contractor shall exercise independent discretion and business judgment to fulfill its contractual obligations under this Agreement. PTL may, however, issue reasonable and lawful directives regarding the results to be accomplished by Contractor, and failure to accomplish such results shall be a breach of this Agreement by Contractor.

Neither Contractor nor any employee or agent of Contractor shall be considered to be an employee of PTL or any of PTL's customers at any time, under any circumstances, for any purpose whatsoever, and nothing in this Agreement shall be construed as inconsistent with that relationship. It is further expressly understood that Contractor, as a vendor, will not receive and has no claim to any benefits or compensation currently paid by, or made available through, PTL to its employees or hereafter declared by PTL for the benefit of its employees. Contractor's compensation is defined solely and specifically in this Agreement and shall consist, in its entirety, of the payments to which he is entitled to as a vendor as referenced in Article IV below and set forth in Section I of the attached Appendix A, which is part of this Agreement.

**IF AT ANY TIME DURING THE TERM OF THIS AGREEMENT CONTRACTOR IS OF THE OPINION THAT ANYTHING OTHER THAN AN INDEPENDENT CONTRACTOR OR VENDOR/VENDEE RELATIONSHIP EXISTS BETWEEN CONTRACTOR AND PTL, CONTRACTOR SHALL IMMEDIATELY NOTIFY THE VICE PRESIDENT OF FINANCE OF PTL.**

The term "Contractor" as used in this Agreement shall mean Contractor individually as the signatory to this Agreement or, depending on the context in which the term is used, Contractor, collectively with his employees or agents, if any.

Ru  
Initials for PTL Representative

G.S.C  
Initials for Contractor

Contractor acknowledges that PTL has no obligation to furnish any specific number of loads to Contractor on a regular basis during the term of this Agreement but to the extent it is reasonably possible for PTL to do so, it will utilize Contractor's services. Contractor retains the right (subject to the terms of Section 2.13 below) to provide services for other motor carriers or for himself and PTL likewise retains the right to engage other parties of its own choosing for any part or all of its work.

## II. EQUIPMENT REGULATORY, MAINTENANCE, OPERATING AND SAFETY PROVISIONS

**2.01 Contractor's Equipment.** Contractor agrees to provide the tractor power unit(s) to PTL, in good and safe operating condition, (the "Equipment") described as follows:

<u>TYPE</u>	<u>YEAR</u>	<u>MAKE/MODEL</u>	<u>VIN</u>
	<u>2016</u>	<u>INTL</u>	<u>3HS DJA PR06N 287986</u>

Contractor represents (i) that he has the legal right to exercise full control over the Equipment; (ii) that the Equipment is fully roadworthy and (iii) meets all the requirements of all applicable federal, state, and municipal laws and regulations applicable to the operations of for-hire motor carriers (collectively "Legal Requirements").

**2.02 Trailers.** Contractor acknowledges that it will, from time to time, utilize trailers, including intermodal containers and their corresponding chassis, that are the property of, interchanged to, or furnished by PTL (collectively "Trailers"). Contractor shall be responsible for the condition of all such Trailers provided to Contractor from the time of pick-up until delivery is completed and the Trailer is returned as required by PTL.

Contractor shall be responsible for the first \$25,000.00 of the losses or costs incurred by PTL for damage to a Trailer which is owned or leased by PTL and furnished directly to Contractor ("PTL Trailer") determined to have been caused by the negligent acts or omissions of Contractor. In the event of a "topped" PTL Trailer (trailer damage resulting from an attempt to drive under a structure or object with inadequate clearance), or in the event any other damage was caused, in whole or in part, by the willful or intentional acts or omissions of Contractor, Contractor shall be responsible for 100% of the cost of the damage. Additionally, in the event Contractor changes or substitutes any parts or accessories of said Trailer including, but not limited to, the tires, without written authorization of PTL, Contractor shall reimburse PTL the full amount of such unauthorized changes or substitution.

**2.03 Security.** Contractor represents and warrants that any Trailer provide for use by PTL (either directly or indirectly) shall be used by Contractor to transport shipments tendered to Contractor by PTL and Contractor shall use his best efforts to prevent the unauthorized use or control of the Trailers for any purpose. Contractor shall inform PTL dispatch regarding the whereabouts of any Trailer. When parking a Trailer (whether untethered or otherwise), Contractor shall confirm such action with PTL dispatch and, if untethered, shall ensure that the Trailer's king pin is locked and the Trailer's doors are padlocked.

Contractor agrees to ensure that (i) any Trailer that Contractor uses under this Agreement is properly sealed or locked at the time of pick-up; (ii) the seal or lock number is indicated on the shipping documents at origin; (iii) the seal or lock integrity remains intact while the Trailer is in-transit and until proper delivery is made; and (iv) the seal or lock number indicated on the shipping documents at origin is identical to the seal or lock number on the Trailer at destination. Any breach in seal or lock integrity must be immediately communicated to PTL.

**2.04 Operation of the Equipment.** Contractor shall direct the operation of the Equipment at all times in a safe and prudent manner and determine the method, manner, and means of performing the contractual obligations under this Agreement in all respects including, but not limited to, such matters as: (i) the acceptance or rejection of dispatches offered by PTL; (ii) the days and time Contractor will operate the Equipment; (iii) the loading and securement of the cargo; (iv) the routes traveled; (v) parking sites/rest areas; (vi) decisions regarding unloading; (vii) the selection of insurance providers; and (viii) the repair and fueling of the Equipment, provided that Contractor shall fully and efficiently perform its obligations under this Agreement.

Contractor is not obligated to accept every or any shipment offered by PTL to Contractor and may decline PTL's request to furnish the Equipment and labor and to perform such work on any particular occasion without penalty. When a shipment is offered by PTL to Contractor and is accepted by Contractor however, Contractor shall promptly complete the shipment with reasonable dispatch. It is Contractor's responsibility to complete the trip within the agreed upon transit time once the dispatch is accepted and comply with any special instructions related thereto.

Contractor shall have the duty to determine that all trailer loads are in compliance with the weight laws of the state in which or through the Equipment will travel and to notify PTL if the Equipment is overweight. Except when violations result from acts or omissions of Contractor, PTL shall assume the risk and cost of fines for overweight loads when such loads are preloaded and sealed, containerized, or where the trailer or lading is otherwise outside of Contractor's control. However, Contractor shall pay or reimburse PTL for any cost or penalties due to Contractor's failure to weigh any load or to notify PTL that the Equipment is overweight.

Contractor shall be solely responsible for all cargo loss or damage claims when Contractor has signed a bill of lading, manifest or other shipping document acknowledging that the cargo was loaded in good condition and all pieces are accounted for. Contractor shall immediately report all cargo shortages, overages or other exceptions to PTL. It is Contractor's responsibility to note exceptions on the bill of lading, manifest, or other shipping document prior to being dispatched and/or signing the required documents.

No passenger, other than an authorized and U.S. Department of Transportation ("U.S. DOT") qualified co-driver shall be permitted in the Equipment while the Equipment is under dispatch, operating under the PTL's authority and/or displaying the PTL's logo or placard unless specifically authorized in advance in writing by PTL. Any such authorization will be in the sole discretion of PTL, and subject to such requirements and procedures as it may prescribe.

Unless required by law to be held by PTL, Contractor shall hold all authorizations, permits, licenses, orders and approvals required by governmental entities which are material to the business of Contractor and to the transactions contemplated by this Agreement. Contractor is not required to purchase or rent any products, equipment or services from PTL as a condition of entering into this Agreement, or of continuing this Agreement in effect.

Contractor shall, at all times, keep a copy of this Agreement on board the truck tractor power unit.

**2.05 Responsibility for Operating Costs and Expenses.** Contractor will be responsible for all:

(a) costs, and expenses associated with the operation of the Equipment, such as fuel, tires, tire chains (if necessary), load locks, empty mileage, permits of all types, tolls, fines, detention, and accessorial services; and

(b) all taxes, premiums, assessments, and fees associated with the operation of the Equipment, including fuel taxes, property taxes, sales, and use taxes, highway use taxes, payroll taxes, unemployment taxes, and income taxes.

**2.06 Tractor Identification.** PTL shall furnish door placards to be affixed to the tractor power unit as required by federal regulations. In the event Contractor chooses to satisfy the Legal Requirements for equipment identification in a manner other than with the signage provided by PTL, Contractor may do so at his sole expense. In all events however, Contractor agrees to remove or temporarily cover all PTL identification signs on any occasion when the tractor power unit is used in the service of anyone other than PTL, including when the tractor power unit is being used for personal use.

In addition, Contractor shall not display any sign or plate which contains words which, in the sole discretion of PTL, contain sexual, discriminatory, or offensive content and, if so determined by PTL, Contractor agrees to remove such sign or plate immediately upon oral or written notification by PTL.

**2.07 Maintenance and Inspection.** Contractor, at Contractor's expense, shall equip and continuously maintain the Equipment in good and safe operating condition to meet all requirements imposed by any Legal Requirements. In the event the Equipment is found to be deficient under any Legal Requirements, Contractor shall remove the Equipment from service until it is, at Contractor's expense, brought into compliance. Contractor agrees to (i) conduct maintenance inspections of the Equipment no less frequently than every sixty (60) days; and (ii) maintain the appropriate records of such inspections and any resultant findings and (iii) provide PTL with said records as may be requested by PTL or as PTL is required to maintain by the Legal Requirements or by its insurance provider's requirements. In addition, the Equipment shall be maintained in a clean and presentable fashion free from body damage and subjective markings, in accordance with standards of the industry with the exhaust stacks on the tractor unit, if forward of the sleeper, turned out 45 degrees; and if behind the sleeper, turned out 60 degrees.

**2.08 Driver and Safety Compliance.** Contractor shall furnish, at Contractor's expense, drivers (including himself, as the case may be) for the Equipment who meet (i) all driving requirements imposed by the Legal Requirements and (ii) all driving requirements and qualification standards as may be established by PTL's insurer(s). Contractor shall promptly furnish to PTL for each of Contractor's drivers (including himself, if applicable) evidence and documents that PTL is required to maintain by its insurance provider or by the Legal Requirements. Any driver, including Contractor, who is not in compliance with PTL's safety policies and procedures shall be prohibited from operating any vehicle (the Equipment or otherwise) in the service of PTL.

PTL is committed to a policy of ensuring a drug and alcohol-free transportation environment and to reduce accidents, injuries and fatalities. Accordingly, Contractor agrees that any violation of PTL's Policy on Drug and Alcohol Abuse or corresponding applicable U.S. DOT regulations shall result in immediate termination of this Agreement.

**2.09 Employment of Qualified Persons.** Except where the duty of qualification is imposed by any Legal Requirements, Contractor may, in his sole discretion, employ individuals other than himself to perform or assist Contractor in performing his contractual obligations under this Agreement. The term "employee" includes drivers, helpers, or any other employee required by Contractor to perform services covered by this Agreement. In the event Contractor employs such individuals, Contractor (i) affirmatively acknowledges that all such persons shall be Contractor's employees or agents exclusively, and shall be subject solely to Contractor's direction and control, including the selection, hiring, firing, supervising, instructing, training, and setting of wages, hours and working conditions; (ii) assumes full responsibility for payment of all wages and benefits; the maintenance of payroll and employment records as required by law; and (iii) shall require that any such Equipment operator shall cooperate with PTL regarding compliance with all Legal Requirements and other conditions under this Agreement.



Contractor shall obtain and maintain, at his expense, workers' compensation insurance on all employees and other insurance required by any applicable employer liability related laws as will fully protect Contractor and PTL from any and all claims under such laws. Contractor affirms that PTL shall have no responsibility or authority to: (i) make any payment to Contractor's employees or agents; (ii) make any deductions for, or pay, social security taxes, withholding taxes, or similar charges with respect to Contractor or Contractor's employees or agents; or (iii) provide workers' compensation or unemployment compensation coverage to Contractor or Contractor's employees or agents.

**2.10 Logs and Reports.** To the extent required by law, Contractor shall prepare and file with PTL such logs, mileage reports, fuel receipts and other documents in such manner and at such times as will enable Contractor and PTL to comply with all Legal Requirements.

**Contractor agrees that the submission of a falsified driver qualification application, logs, mileage reports, maintenance reports, or fuel receipts shall result in immediate termination of this Agreement.**

**2.11 License Plates.** Unless otherwise agreed to between Contractor and PTL, in writing, PTL shall obtain and provide a base plate for the Equipment under the PTL's IRP permit for use by Contractor. The license plate shall remain the property of PTL. Contractor shall remove and return such plate to PTL at the termination of this Agreement and, in the event Contractor fails or refuses to do so, PTL shall, and is hereby authorized to deduct the full cost of the plate from Contractor's final settlement.

**2.12 Fuel Tax.** Fuel tax is an operating expense of Contractor and the liability for payment also remains with Contractor. In the event Contractor elects not to use the PTL provided fuel card, then Contractor shall be responsible for providing PTL with an accurate accounting of all fuel purchases and miles traveled for the purpose of computing state fuel tax liability and Contractor shall provide PTL with all fuel receipts. PTL shall compute the fuel tax liability at the end of each month on a per tractor basis, remit payment, and charge (or credit) the Contractor, accordingly.

**2.13 Non-PTL Use.** Contractor may use the Equipment for other purposes when it is not in the service to PTL. However, in order for PTL to provide the level of service required by shippers, PTL must know when Contractor uses the Equipment for any non-PTL use. Accordingly, in the event Contractor intends to use the Equipment for any non-PTL use, Contractor agrees that at least 24 hours prior to such use, he shall (i) notify PTL of such intended use, (ii) remove or temporarily cover all PTL identification and permit markings bearing PTL's name or logo and U.S DOT number, and (iii) confirm that appropriate insurance coverage is in place and in effect. Contractor specifically agrees that Contractor shall relinquish control over any of PTL's property in Contractor's possession and temporarily return all such property to PTL (including, but not limited to the base plate, if owned by PTL; the permit pouch; and the PTL fuel card, if applicable) prior to any non-PTL use of the Equipment.

**2.14 U.S. DOT Leasing Regulations.** To the extent required by the Federal Motor Carrier Safety Regulations, as promulgated by the Federal Motor Carrier Safety Administration of the U.S. DOT (the "Leasing Regulations"), Contractor agrees to relinquish to PTL exclusive possession, control, and use of the Equipment while it is in service to PTL under this Agreement and PTL agrees to assume responsibility for same. Both PTL and Contractor specifically acknowledge and agree with the statements contained in the Leasing Regulations to the extent that nothing contained in the Leasing Regulations is intended to affect whether the Contractor, or any driver provided by the Contractor, is an independent contractor or an employee of PTL. It is the intention of the parties that an independent contractor relationship exists when PTL, as a carrier lessee, complies with 49 U.S.C. Section 14102 and related administrative requirements.

### **III. RATES, CHARGES AND PAYMENT.**

**3.01 Rates and Charges.** The rates and charges payable to Contractor for services rendered under this Agreement are set forth in the attached Section I of Appendix A, subject to the deductions authorized in this Agreement, Section II of Appendix A and/or Appendix B. If there are any additional charges related to a load for which Contractor seeks payment, it is Contractor's responsibility to (i) inform PTL of such charges; (ii) obtain from PTL written verification of an agreement with such charges; and (iii) only thereafter, include the charge on an invoice to PTL.

In the event Contractor is not operating his business under a Federal Employer Identification Number ("EIN") and through a business entity as of the Effective Date of this Agreement, Contractor agrees to obtain such EIN and form a business entity within ninety (90) days of the Effective Date.

**3.02 Advances.** PTL will, on request of Contractor, advance Contractor 25% of Contractor's Current Net Settlement. For purposes of this Agreement, the phrase "Current Net Settlement" shall mean the unpaid per mile rate less previous advances, less any deductions such as, but not limited to, fuel purchases charged to PTL. PTL shall deduct all advances (even if they should exceed 25%) at the time of next available settlement.

**3.03 Time and Manner of Payment.** Contractor will be paid within fifteen (15) calendar days after Contractor has submitted in proper form all those documents necessary for PTL to secure payment from shipper (including, but not necessarily limited to, trip reports, bills of lading, delivery receipts or other proof of delivery, original fuel receipts and properly completed drivers logs).

3.04 **Contractor's Right to Review Compensation-Related Documents.** The Contractor shall have the right to examine copies of any documents which are necessary to determine the accuracy of the calculation of the compensation and/or validity of any deductions from Contractor's settlement.

3.05 **Final Determination of Settlements.** Contractor acknowledges that it is his or her responsibility to timely review and verify the accuracy of all settlements. Further, Contractor agrees that all settlements shall be final, and that Contractor will not make any claim or bring any action against PTL for additional settlement monies unless Contractor notifies PTL in writing of any discrepancies or additional claims within ninety (90) days of PTL issuing said settlement payment.

3.06 **Non-Compensable Items.** PTL shall not pay any amount to Contractor other than the amount of compensation specified in Section I of Appendix A of this Agreement. Specifically, PTL shall not pay any mileage or empty mileage fees, any costs of operating the Equipment, any personnel costs of Contractor, or any other costs incurred by Contractor, except as specifically provided in this Agreement.

3.07 **Filing and Reporting Responsibilities.** PTL shall report payments made to Contractor pursuant to this Agreement as required by law, but shall not withhold any amounts for taxes on behalf of Contractor except as otherwise required by law. Contractor shall be solely responsible for the payment of any federal, state, provincial, or local income taxes, payroll taxes, employment taxes, self-employment taxes, or other charges occasioned by Contractor's status of an independent contractor, and the filing of any federal, state, provincial, or local returns with respect to such taxes. PTL shall not be responsible for the payment of any local, state, provincial, or federal employment, or income taxes with respect to Contractor or Contractor's employees.

#### **IV. GENERAL INSURANCE COVERAGES AND INDEMNIFICATION**

4.01 **PTL's Insurance Responsibilities.** PTL shall provide, at its expense insurance coverage for the protection of the public as required by law.

4.02 **Accident Reporting Responsibilities.** Contractor shall notify PTL immediately in case of any vehicular accident or the discovery of loss, damage or malfunction of equipment or property of PTL or others, and comply with PTL's accident/loss protocol as it pertains to photographs, reports, exchange of insurance information, etc

4.03 **Contractor's Insurance Responsibilities.** Notwithstanding the provisions set forth in Section 4.01 above, during the term of this Agreement, Contractor agrees to obtain and keep in force at all times, the following insurance coverages:

(a) **Non-Trucking (Bobtail/Deadhead) Liability Insurance:** Contractor shall obtain and maintain automobile/truckers personal injury and property damage insurance coverage for a combined single limit of not less than \$1,000,000.00 with no deductible to cover any bodily injury or property damage claim that may arise from operation of the Equipment at all times while it is not in operation on PTL business, including unauthorized bobtail and deadhead.

(b) **Workers' Compensation Insurance:** To the extent that statutory workers' compensation insurance coverage is available to Contractor under the laws of Contractor's place of domicile, Contractor agrees to obtain such coverage, at Contractor's sole expense, to cover Contractor and all employees of Contractor who operate the Equipment under this Agreement. If such coverage is obtained through a private insurer, the policy shall contain a waiver of subrogation endorsement, waiving any right of subrogation against PTL.

Workers' Compensation Insurance Coverage is not available from or through PTL. Accordingly, PTL hereby advises Contractor that the laws of certain states may require Contractor to acquire and maintain workers' compensation insurance. Contractor understands and acknowledges that it is the sole responsibility of Contractor to review and comply, at Contractor's expense, with each state's laws pertaining to workers' compensation insurance.

(c) **Occupational Accident Insurance:** In the event Subsection 4.03(b) is not applicable to Contractor and to the extent not prohibited by law, Contractor shall obtain and maintain occupational accident insurance within his place of domicile which coverage shall include an alternative employer endorsement, indemnity of PTL or similar provisions acceptable to PTL. Occupational accident insurance is intended to cover Contractor and any persons not included in the coverage described in the immediate preceding subsection but otherwise utilized by Contractor in the performance of services under this Agreement.

(d) **Bailee Trailer Insurance:** Contractor shall obtain and maintain Bailee Trailer Insurance coverage in the amount of \$25,000.00 per occurrence with a deductible of not more than \$2,500.00 per occurrence to provide coverage when a Trailer is damaged as a result of the actions or inactions of Contractor.

The Non-Trucking Insurance; Occupational Accident Insurance; and the Bailee Trailer Insurance coverages described above in Subsections 4.03 (a), (c), and (d) are available for purchase from or through PTL. Contractor may elect to obtain all or some of these insurances from or through PTL by making such selection on Appendix B. Alternatively, Contractor may obtain the required insurance coverages from an unrelated third party vendor directly.

In the event the Contractor purchases coverages required by Subsection 4.03(a) (Non-Trucking) or Subsection 4.03(d) (Bailee Trailer Insurance) from an unrelated third party vendor, the Contractor will provide PTL certificates of insurance evidencing each of the coverages referenced above; naming PTL as an additional insured; and providing PTL thirty (30) days' prior written notice of cancellation or material change to any insurance policy(ies). All coverages obtained by the Contractor from a source other than PTL under Subsections 4.03(a), (c), and/or (d) must be issued by an insurance company qualified to write such coverage in the states(s) where the Equipment is operated, and rated B+ or better by A.M. Best, Co.

Neither the Contractor nor its drivers, agents or employees will be permitted to perform any services under this Agreement until the Contractor complies with the provisions of this Section 4.03. In the event Contractor fails to obtain any of the insurance coverages set forth above, PTL may obtain such coverages on such Contractor's behalf and charge back Contractor the total costs thereof.

**4.04 Indemnification.** During the Term of this Agreement, and thereafter, Contractor agrees if any claim is made against PTL or Contractor with respect to the provision by Contractor of any services reflected in this Agreement, Contractor shall be solely responsible for satisfying such claims and PTL, at its option, may satisfy such claims, or any portions thereof, by deducting the amount of the claim from any compensation due Contractor from PTL. PTL will provide written notification of such claim to Contractor once PTL has knowledge of such claim prior to any deduction being made and will allow Contractor the opportunity to investigate, challenge, or present any facts Contractor may have prior to the commencement of any deductions for claims liability. If after such investigation and/or challenge the matter is not resolved, Contractor agrees to indemnify and save PTL harmless from and against liabilities on a "first dollar coverage" basis for the items or occurrences listed below.

(a) *Personal Injury and Property Damage While Under Dispatch (other than for cargo loss or damage or Trailers):* The first \$2,500.00 for any loss relating to any personal injury to a third party or damage to property (other than cargo) resulting from any act or omission of the Contractor while under dispatch or transporting cargo under PTL's U.S. DOT operating authority, provided the occurrence was reported in accordance with Section 4.02. In the event Contractor failed to report an occurrence in accordance with Section 4.02 or the Equipment was being operated with an unauthorized person present in the Equipment, the \$2,500.00 limitation of liability will not apply and Contractor shall be liable to PTL for the full amount of any and all damages resulting from the occurrence.

(b) *Other Personal Injury and Property Damage (other than for cargo loss or damage or Trailers):* Any loss or damage, without limitation, (including reasonable attorneys' fees) arising from the operation of the Equipment at any time while it is not in operation on PTL business, including unauthorized bobtail and deadhead.

(c) *Cargo Damage or Loss:* The first \$2,500.00 per occurrence for any and all claims brought against PTL or losses suffered by PTL or liabilities incurred by PTL, arising from or on account of any loss or damage to cargo tendered for shipment or handling hereunder while such cargo is being transported and/or while in the possession of Contractor when such shortage, damage, or loss is caused directly or indirectly by any negligent act or omission by Contractor. The term "possession" extends to an unattended trailer or the unauthorized dropping of a loaded trailer.

(d) *Damage to Trailers:* Any loss or damage, without limitation, arising from Contractor's use of a Trailer (other than a PTL Trailer which is governed by Section 2.02 above) during the term of this Agreement.

(e) *Relationships with Workers:* Any and all claims brought against PTL, or losses suffered by PTL, and liabilities incurred by PTL, arising from the Contractor's relationship with Contractor's employees or agents, whether under industrial accident laws, workers' compensation laws, unemployment compensation laws, or any other foreign, federal, state, or municipal laws, rules, regulations and orders applicable to the relationship between employers and employees.

(f) *Compliance with Law:* Any and all claims brought against PTL, or losses suffered by PTL, or liabilities incurred by PTL, for or on account of Contractor's failure or failure of Contractor's employees or agents to comply with any duties under common law or other laws, rules, regulations or orders applicable to Contractor's business.

(g) *Other:* Any and all claims brought against PTL, or losses suffered by PTL, or liabilities incurred by PTL, arising from the operation of the Equipment in the service of others.

The indemnification obligations of Contractor set forth in this Section 4.04 shall survive the expiration or termination of this Agreement.

## **V. CUSTOMER SERVICE AND COMMUNICATION**

**5.01 Customer Service.** Contractor acknowledges that PTL is in the business of transporting cargo on the days and times requested by customers. This requires not only prompt and dependable transit times, but also regular and accurate two-way communication between PTL and Contractor regarding the transport of the customer's cargo. Contractor shall diligently conduct his operations under this Agreement to ensure continued customer satisfaction with PTL's and Contractor's businesses but without compromising a commitment to safety at all times. Such efforts shall include gathering and reporting shipment related data in accordance with PTL's customer's requirements; on-time loading; safe and prompt transport; on-time delivery of the freight in a clean condition without transportation related

damage or defect; executing documents; submitting all related shipping documents to PTL immediately upon delivery; and conducting oneself professionally at loading, during transport, and at unloading locations.

Unless otherwise excused by the terms of Section 8.06 (Force Majeure), if Contractor has accepted a dispatch and is legally able to fully perform under this Agreement after such dispatch but fails to deliver the shipment at the scheduled appointment time, a service failure charge in the amount of \$300.00 per load will be assessed against Contractor. Likewise, in the event Contractor fails to deliver to the final destination and the load must be recovered and delivered by alternate means, a recovery charge of \$500.00 for each load shall be assessed against Contractor.

**5.02 Necessary Communications Equipment.** Contractor agrees to make all necessary arrangements to obtain and install a communication system or satellite tracking device for each tractor power unit which Contractor provides to PTL under this Agreement. Such communication device will be compatible with the communication/satellite tracking system utilized by PTL.

**5.03 Obtaining the Communications Equipment.** Contractor may elect, by initialing Option B below, to have PTL arrange for, and have installed as necessary, at Contractor's expense, a device which meets the requirements of Section 5.02 above (a "Qualcomm Unit"). Contractor will have the Qualcomm Unit installed at PTL's Murray Kentucky terminal or other designated location and agrees to pay the installation fee as specified in Section II of Appendix A. If Contractor is still under contract with PTL six months after the Effective Date of this Agreement, PTL shall reimburse Contractor an amount equal to the installation fee. PTL will be responsible for all costs of messaging and other communication costs charged by Qualcomm during the Term of this Agreement in excess of the fee set forth in Section II of Appendix A.

**CONTRACTOR SHOULD INITIAL ONE OF THESE TWO OPTIONS:**

\_\_\_\_\_ Option A: Contractor shall furnish and install his/her own communication/satellite tracking device which meets the requirements of Section 5.02 above.

\_\_\_\_\_ Option B: PTL shall arrange, at Contractor's expense, to furnish and, as necessary, install, a Qualcomm Unit, and Contractor authorizes PTL to deduct from Contractor's compensation the amounts to be paid by Contractor as specified in Section II of Appendix A and Section 5.04 below.

**5.04 Additional Provisions Related to Option B.**

(a) **Removal of Communication Equipment Unit Without Consent.** Contractor shall be prohibited from disconnecting or removing the Qualcomm Unit from the Equipment without PTL's prior written consent.

(b) **Re Installation Expense.** In the event Contractor replaces the Equipment, Contractor shall bear the expense of removal and re installation of the Qualcomm Unit(s) in Contractor's replacement vehicle and hereby authorizes PTL to deduct all such expense from Contractor's compensation.

(c) **Loss or Damage.** Contractor shall be responsible for the return of each Qualcomm Unit to PTL immediately upon any request from PTL or the termination of this Agreement. A qualified technician selected by PTL shall remove the Qualcomm Unit. Contractor shall pay normal de- installation expense and hereby authorizes PTL to deduct all such expense from Contractor's compensation. If the Qualcomm Unit is lost, damaged as a result of Contractor's negligence, or not returned upon request or upon termination of the Agreement, Contractor hereby authorizes PTL to deduct from Contractor's compensation or, if necessary, to collect additional payments from Contractor for, the entire expense incurred by PTL in repairing or replacing the Qualcomm Unit, together with all collection costs, including reasonable attorneys' fees. PTL shall not be responsible for any loss or damage to the Equipment arising or resulting from the installation, use, or removal of the Qualcomm Unit.

**VI. TERM/TERMINATION**

**6.01 Term.** This Agreement will continue in full force and effect for an initial term for one (1) year from the Effective Date. This Agreement shall automatically renew for successive terms of one (1) year after expiration of the initial term unless Contractor or PTL provides the other party with written notice of termination at least thirty (30) days' prior to the expiration of the then current term.

**6.02 Termination.** This Agreement may be terminated during the term as follows:

(a) At any time, by mutual agreement of Contractor and PTL;

(b) Immediately, upon the death of Contractor, in the event he is a sole proprietor;

(c) Immediately, in the event Contractor is a qualified driver under this Agreement (i) is prohibited by operation of law to perform safety-sensitive functions or (ii) ceases to meet PTL's safety clearance criteria and is unable to provide a substitute qualified driver within ten (10) days;



- (d) Immediately, in the event the Equipment is substantially damaged or otherwise inoperable;
- (e) Immediately, by either party, by giving written notice to the other party of an event of the breach of this Agreement by the other party;
- (f) Immediately, in the event Contractor participates in (i) any discriminatory, harassing, or violent conduct that violates an individual's rights under federal, state or common law or (ii) aggressive, threatening or forcefully rude and argumentative conduct with either a customer or anyone working for the PTL; (iii) any dishonest or bad act including, but not limited to, fraud, theft, impeding an ongoing investigation or making false statements to PTL personnel or any third party; or (iv) any similar conduct which would reflect unfavorably on PTL or taint the reputation of PTL from its customer's perspective; or
- (g) Immediately, in the event a termination in transit event occurs as described in Section 6.03 below.

Unless otherwise agreed to by Contractor and PTL, the place of termination of this Agreement shall be at 3443 Highway 641 South, Murray, Kentucky.

Upon termination, PTL shall have no further obligation to Contractor under this Agreement or otherwise, other than to pay to Contractor any amounts that may be due to Contractor subject to the terms hereof respecting deduction or setoff.

**6.03 Termination in Transit.** Unless otherwise excused by the terms of Section 8.06 (Force Majeure), if Contractor has accepted a dispatch and is legally able to fully perform under this Agreement after dispatch but abandons the shipment in transit, Contractor shall receive no compensation for the services performed on said activity; this Agreement shall be terminated immediately; and PTL shall have the right to (i) temporarily take physical possession of the Equipment and complete the transport of the cargo to destination or (ii) substitute the Equipment with other equipment to complete delivery of the shipment or any part thereof. Any expenses incurred by PTL related to such substitution or related to actions taken by PTL to complete the required services (including costs associated with cargo transfers) that exceed the expenses PTL would otherwise incur in paying Contractor to perform such services are agreed to be expenses chargeable to and deductible from amounts that would otherwise be due Contractor. In the event PTL takes possession of the Equipment, it will be returned to the possession of Contractor at a PTL facility.

**6.04 Contractor's Obligations upon Termination.**

(a) The Contractor will, within forty-eight hours from the time this Agreement is terminated, return all of PTL's property to PTL's Murray Kentucky Terminal, including the motor carrier identification placards, the Qualcomm Unit, all permits, signed off lease, cab cards, license plates, Trailers, spare tire and tire caddy, and logs current to the date of termination. PTL may withhold the final payment of any compensation to Contractor until such time as Contractor has returned all PTL property to PTL.

(b) In the event Contractor, for any reason fails to comply with Subsection 6.04(a) above, Contractor agrees to reimburse PTL, and be liable for all reasonable expenses, and costs incurred by PTL in obtaining and returning its equipment and/or property. Contractor agrees that in the event it should be deemed necessary by PTL to enter upon private property and/or remove PTL property in order to obtain possession of, and return its equipment and/or property, Contractor does hereby irrevocably grant PTL, or its duly authorized agents, permission to do so, and further agrees to save, and hold harmless, PTL, or it is duly authorized agents, from any form of liability whatsoever in connection with such repossession.

(c) Additionally, if the Contractor fails to return PTL's property to PTL within forty-eight hours after the termination of this Agreement, Contractor agrees to pay PTL a flat fee of \$2,500.00 for repositioning any Trailer.

(d) In the event Contractor ceases providing services when required by PTL on a continuing basis within nine (9) months after the Effective date, Contractor authorizes PTL to deduct "early termination fee" of \$5000.00 from Contractor's compensation. Contractor agrees that the early termination fee constitutes reasonable liquidated damages associated with, among other things, Carrier's effort, expenses, and costs in recruiting and contracting with Contractor, recruiting and contracting with additional Contractors to replace unavailable units, and Carrier's loss of revenue.

**VII. ADMINISTRATIVE MATTERS**

**7.01 Right to Set Off.** PTL shall be entitled to set off against and deduct from any compensation payable to Contractor under this Agreement any amounts due from Contractor under this Agreement and the amount of any losses, damages or expenses (including all court costs, attorneys' fees or collection expenses incurred by PTL to enforce the terms of this Agreement) suffered or incurred by PTL as a result of Contractor's breach of any of the provisions of this Agreement or as a result of any negligent, fraudulent or illegal activities of Contractor or his employees or agents. The right of set-off shall survive the termination of this Contract. Contractor shall remain liable for any remaining indebtedness, which may exceed amounts which PTL may set-off against.

**7.02 PTL Non-Liability for Equipment.** Contractor agrees that PTL shall not be liable, financially or otherwise, to Contractor for any depreciation, loss or damage that may occur to the Equipment used in the performance of this Agreement. It is the sole responsibility, and right of Contractor to secure, and maintain any physical damage insurance for such Equipment. Contractor waives all rights against the PTL, and all other Contractors hauling commodities for PTL for loss, and damage to any equipment described in Appendix A.

**7.03 Dispute Resolution.** Except as provided for in Subsection 7.04(c) below, any claim, dispute or controversy including, but not limited to the interpretation of any federal statutory or regulatory provisions purported to be encompassed by this Agreement; or the enforcement of any statutory rights emanating or relating to this Agreement shall be resolved on an individual basis (and not as a part of a class action) exclusively between Contractor and PTL by final and binding arbitration to be held in Calloway County, Kentucky before the American Arbitration Association ("AAA"). The arbitration proceeding shall be governed by the following rules:

(a) A written demand for arbitration must be mailed to the other party and the AAA within one hundred twenty (120) days of the occurrence of the claimed breach or other event giving rise to the controversy or claim. Failure to make such timely demand for arbitration shall constitute an absolute bar to the institution of any proceedings and a waiver of the claim.

(b) The demand for arbitration shall identify the provision(s) of this Agreement alleged to have been breached and shall state the issue proposed to be submitted to arbitration and the remedy sought. The copy of the demand shall be sent to the American Arbitration Association; addressed to: 1750 Two Galleria Tower, 13455 Noel Road, Dallas, Texas 75240-6636 with a request that the demand be forwarded to the appropriate AAA Regional Office.

(c) This arbitration provision shall not be applicable to any controversy, dispute or claim arising out of or related to the collection of deficit balances in any Contractor's accounts with PTL in which case for which an action may be brought against Contractor by PTL in a court of law in Calloway County, Kentucky after the expiration of the 120 day period set forth in this Subsection 7.03(a) above.

(d) As to any dispute or controversy which under the terms of this Agreement is a proper subject of arbitration, no suit at law or in equity based on such dispute or controversy shall be instituted by either party other than a suit to conform, enforce, vacate, modify or correct the award of the arbitration(s) as provided by law; provided, however, that this clause shall not limit PTL's right to obtain any provisional remedy including, without limitation, injunctive relief, writ for recovery of possession or similar relief from any court of competent jurisdiction, as may be necessary in PTL's sole subjective judgment to protect its property rights.

(e) General pleading and discovery processes related to the arbitration proceeding shall comply with the Federal Rules of Civil Procedure.

(f) The arbitration proceeding shall be governed by the AAA's Commercial Arbitration Rules to the extent that such Rules are not inconsistent with any of the immediately preceding subsections of this Section 7.04; however, in all events, each party shall be responsible for its own attorneys' fees.

## **VIII. MISCELLANEOUS**

**8.01 Agency.** Neither PTL nor Contractor is the agent of the other and neither shall have the right to bind the other contract or otherwise, except as specifically provided in this Agreement.

**8.02 Merger of Understanding.** This Agreement sets forth correctly the effect of all preliminary negotiations, understandings and agreements between the parties and supersedes any and all previous agreements whether written or verbal. This Agreement and appendices shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties.

**8.03 Governing Law and Jurisdiction.** This Agreement shall be governed by laws of Kentucky and applicable Federal law not only as to interpretation and performance but also as to encompassing any and all disputes between the parties. The parties agree that any legal proceedings between the parties arising under, arising out of, or relating to the relationship created by this Agreement, including both the judicial proceedings and the arbitration proceedings discussed herein, shall be filed and maintained within the applicable judicial district that includes Calloway County, Kentucky (or as otherwise agreed to pursuant to Section 7.04 above, and each of the parties consents to personal jurisdiction as required to this Section 8.03.

**8.04 Severability.** In the event that any provision of this Agreement shall be construed as or declared to be invalid, unenforceable or unconstitutional, then said provision shall be considered severed from this Agreement to the extent of such invalidation, unenforceability or unconstitutionality. All remaining provisions of this Agreement shall remain in full force and effect.

**8.05 Waiver.** If either party fails to enforce, or waives the breach of, any term or condition of this Agreement, such action or inaction shall not operate as a waiver of any other part of this Agreement, nor of any other rights, in law or equity, or of claims which each may have against the other arising out of, connected with or related to this Agreement.



8.06 **Force Majeure.** The performance of the obligations of this Agreement on the part of either Contractor or PTL shall be excused by reason of acts of God, natural disasters, civil commotion, government interference, regulations, or other similar contingencies beyond the control of the affected party.

8.07 **Assignment.** Neither this Agreement nor any rights, interest or obligations of either party may be assigned without prior written consent of the other party except that PTL may freely assign this Agreement to an affiliated entity.

8.08 **Notices.** Any notice or communication between the parties hereto shall be addressed as follows:

If to PTL:  
Paschall Truck Lines  
Attn: Director-Contractor Relations  
3443 Highway 641 South  
Murray, Kentucky 42071  
Telephone: (270) 753-1717  
Facsimile: (270) 753-1092

If to Contractor:  
↓  
Gale S. Carter  
3670 Buckingham CV, E  
Horn Lake, MS 38637  
Telephone: [REDACTED]  
Facsimile: [REDACTED]

All notices and other communications to be given under this Agreement shall be in writing and shall be deemed to have been duly given if: (i) delivered personally; (ii) mailed by certified mail return receipt requested; (iii) sent by facsimile and confirmed by first class mail; (iv) made through Qualcomm; or (v) sent by commercial overnight courier and confirmed by proof of delivery.

8.09 **Section Headings.** All section headings in this Agreement are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

CONTRACTOR ACKNOWLEDGES AND REPRESENTS THAT CONTRACTOR HAS READ AND FULLY UNDERSTANDS THE PROVISIONS OF THIS AGREEMENT AND HAS HAD SUFFICIENT TIME AND OPPORTUNITY TO CONSULT WITH PERSONAL FINANCIAL, TAX AND LEGAL ADVISORS PRIOR TO EXECUTING THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto enter into and execute this Agreement as of the Effective Date set forth above.

PTL

By: Russ Usher

Name: Russ Usher

Title: Director of Permits

CONTRACTOR

Signature: Gale S. Carter

Contractor Name (Print): Gale S. Carter

(Address): 3670 Buckingham CV, E

(City, State, Zip Code): Horn Lake, MS 38637

(Fed. Tax ID No.): \_\_\_\_\_

The undersigned individual hereby represents that he/she personally guarantees (1) the performance by such obligations set forth in this Agreement and (2) the payment of any liabilities which CONTRACTOR may owe PTL.

OWNER: Gale S. Carter

SSN# [REDACTED] **Redaction** [REDACTED]

APPENDIX A  
TO  
PASCHALL TRUCK LINES, INC.  
INDEPENDENT CONTRACTOR SERVICE AGREEMENT

RATES, CHARGES, AND AUTHORIZED DEDUCTIONS

**I. RATES AND CHARGES**

The following Rates and Charges shall be applicable for the services rendered by Contractor under this Agreement and PTL will pay Contractor accordingly for the services performed at PTL's request subject to any deductions set forth in the Agreement or authorized in Section II of this Appendix A or Appendix B.

**1.01 Base Linehaul Rate.** PTL shall pay Contractor a "percentage of received linehaul and fuel surcharge revenue" of 70% as base linehaul rate. For purposes of this Appendix A the term "percentage of received linehaul and fuel surcharge revenue" shall mean all revenue (including fuel surcharge) actually received from the shippers, brokers, forwarders, consignees, or other carriers related to services performed by Contractor specific to the actual movement of freight hereunder from the point of origin to the destination reduced by: (a) the amount paid to any third party by PTL in relation to movement of the load, including without limitation, amounts paid to other carriers as a pro-rata payment for their participation in the movement of a load; or (b) any warehouse or storage charges.

**1.02 Spot Market Pricing Arrangements.** From time-to-time, Contractor and PTL may agree upon an alternate compensation arrangement relating to a particular shipment for which it is not practical to establish a specific compensation base because of the variability of time and expense associated to such assignments, which arrangement is commonly referred to as "spot market pricing". In such event, the alternative compensation arrangement will be agreed upon prior to the performance of the services and will temporarily supersede and replace the parties' agreement in terms of compensation as is otherwise agreed to in this Agreement. The different rate will only apply for the particular shipment for which such an alternative is offered and accepted. This different pricing arrangement will not, in any manner whatsoever, directly or indirectly, affect any future shipment or any other term or provision of this Agreement.

**1.03 Accessorial and Other Charges/Credits.** The amount payable to Contractor related to accessorial services will be paid as follows:

(a) **Other Charges:** All other charges for items such as multiple stop-offs; loading and unloading; lumber loading and unloading; detention/layover; reconsignment; redelivery; or authorized deadhead; etc. shall be paid to Contractor by PTL in the amounts which shall be communicated to Contractor, upon request.

Contractor must contact the dispatch agent the day that accessorial charges are incurred in order to properly document billing information. In addition, the customer must authorize the billing of the accessorial. Payment of accessorial charges is contingent upon Contractor presenting properly signed documentation issued by the customer. Charges not meeting this criteria will be reimbursed when and if paid by the customer.

(b) In the event Contractor pays a fine for which he is not liable pursuant to Section 3.04 of the Agreement, PTL will issue a credit to Contractor's settlement provided Contractor submits appropriate documentation to PTL verifying the occurrence and payment.

**II. AUTHORIZED DEDUCTIONS**

Contractor agrees to allow, and hereby authorizes, PTL from time to time, as necessary, to deduct the charges set forth in this Section II of Appendix A from amounts otherwise payable by PTL to Contractor pursuant to Article IV of the Agreement.

Contractor acknowledges that unless the amount of a charge is specifically itemized or otherwise described in the Agreement or in any appendices to the Agreement, the amount shall be (i) the retail price as established by the vendor of such goods or services, or (ii) the amount required by an underlying taxing/licensing authority, or (iii) the amount of the cost incurred by PTL related to such occurrence.

1. Any amounts which were incurred and paid for by PTL on Contractor's behalf for which Contractor is financially responsible pursuant to the following sections of this Agreement:

(a) Section 2.02 (Trailers);

- (b) Section 2.03 (Security) in the amount set forth in the Security Kit Purchase Agreement, if elected by Contractor;
- (c) Section 2.05 (Responsibility for Operating Costs and Expenses)
- (d) Section 2.06 (Tractor Identification);
- (e) Section 2.07 (Maintenance and Inspection);
- (f) Section 2.08 (Driver and Safety Compliance) including such items as the initial drug test and the initial physical, if required;
- (g) Section 2.12 (Fuel Tax);
- (h) Section 3.02 (Advances);
- (i) Section 4.03 (Contractor's Insurance Responsibilities);
- (j) Section 4.04 (Indemnification);
- (k) Article V (Customer Service and Communication) which, if Option B is elected, includes the Qualcomm installation fee of \$ ~~500~~ plus the contingent charges described in Section 5.03 and, in all events, the weekly usage fee of \$19.50;
- (l) Section 6.03 (Termination in Transit);
- (m) Section 6.04 (Contractor's Obligations Upon Termination) which includes, in addition to any other rights, remedies or claims PTL may have, the charges set forth below (if applicable) related to the failure to return certain items as required by Section 6.04;

Qualcomm Unit	\$3,000.00
License Plates	\$ 500.00
Permits pouch and/or fuel card	\$1,000.00
Spare Tire	\$ 500.00
Tire Caddy	\$ 250.00
PTL Identify Materials	\$ 500.00
Trailer Relocation Fee	\$2,500.00

2. Any fines, penalties, or violations resulting from any acts or omissions of Contractor, or Contractor's employees and/or agents, arising out of the operation of the Equipment regardless of whether such fines, penalties or other amounts are imposed or assessed upon Contractor or PTL.

3. Unauthorized charges and expenses incurred by Contractor in the PTL name, including, but not limited to, any unauthorized highway, bridge or ferry tolls, and any charges for communications, lodging, meals, fuel or repair of the Equipment or the Trailers.

4. Any other amount due to PTL by Contractor arising under this Agreement.

At Contractor's request, PTL will provide Contractor with copies of those documents necessary to determine the validity of the charge-backs above.

This Appendix A is executed and effective on this 15<sup>th</sup> day of OCT, 2015, and supersedes any and all previous appendices or schedules related to Contractor's relationship with PTL.

PTL

By: Russ Usher

Name: Russ Usher

Title: Director of Permits

CONTRACTOR

Gale S. Carter  
Signature

Gale S. Carter  
Contractor Name (Print)

APPENDIX B  
TO  
PASCHALL TRUCK LINES, INC.  
INDEPENDENT CONTRACTOR SERVICE AGREEMENT

OPTIONAL INSURANCE COVERAGES AND RELATED SERVICES

\*\*\* THIS IS AN ELECTIVE FORM \*\*\*  
CONTRACTOR MAY ACCEPT OR DECLINE  
\*\*\* ANY OR ALL OPTIONS PRESENTED \*\*\*

To the extent that Contractor makes one or more elections under this Appendix B, Contractor agrees to allow and hereby authorizes PTL, from time to time as is necessary, to deduct from the compensation otherwise payable by PTL to Contractor pursuant to Article III of this Agreement amounts set forth with respect to the elections made.

NON-TRUCKING LIABILITY INSURANCE

Contractor may elect to obtain from or through Great West Casualty Company (or such other broker or insurer approved by PTL) non-trucking (bobtail/deadhead) liability insurance as required in Subsection 4.03(a) of the Agreement. If Contractor elects this non-trucking liability coverage Contractor understands and agrees that such insurance shall have combined single limit coverage of not less than \$1,000,000.00 per incident to cover losses incurred by third parties arising from the operation of the Equipment while it is not in operation on PTL business;

- (1) The current charge-per-week for non-trucking liability insurance payable to such insurer or broker is \$8.00 for each power unit. The cost for such insurance may change from time-to-time as a result of premium rate changes by the insurance company. PTL will notify the Contractor of any rate changes as the same becomes known to PTL.
- (2) PTL may, but shall not be obligated to, assist Contractor in completing the application and related forms.
- (3) In the event Contractor elects to obtain non-trucking liability insurance from or through PTL as set forth herein, PTL shall provide Contractor with a certificate of insurance. Upon the written request of Contractor, PTL shall provide Contractor with a copy of the underlying insurance policy.

       I elect the foregoing Non-Trucking Liability Insurance.

       I DECLINE the foregoing Non-Trucking Liability Insurance.

OCCUPATIONAL ACCIDENT INSURANCE

Contractor may elect to obtain occupational accident insurance from or through Zurich American Insurance Company (or such other source approved by PTL) covering the Contractor and any persons not included under the Contractor's workers' compensation coverage, but otherwise utilized by the Contractor in providing services to PTL. A complete explanation of benefits will be provided to Contractor prior to executing this election form.

Occupational accident insurance is not workers' compensation insurance, does not legally qualify as workers' compensation insurance, and does not provide the same coverage as workers' compensation insurance.

- (1) The current charge-per-week (per participant) for the occupational accident insurance is \$24.00. The cost for such insurance may change from time-to-time as a result of premium rate changes by the insurance company. PTL will notify the Contractor of any rate changes as the same becomes known to PTL.
- (2) PTL may, but shall not be obligated to, assist Contractor in completing the application and related forms.
- (3) In the event Contractor elects occupational accident insurance from or through PTL as set forth herein, PTL shall provide Contractor with a certificate of insurance. Upon the written request by Contractor, PTL shall provide the Contractor with a copy of the underlying insurance policy.

       I elect the foregoing Occupational Accident Insurance.

       I DECLINE the foregoing Occupational Accident Insurance.

#### BAILEE TRAILER INSURANCE

Contractor may elect to obtain from or through Great West Casualty Company (or such other broker or insurer approved by PTL) bailee trailer insurance as required in Subsection 4.03(d) of the Agreement. If Contractor elects this bailee trailer insurance coverage, Contractor understands and agrees that the amount of coverage shall be \$25,000.00 per occurrence with a deductible of \$1,000.00 per occurrence and the policy shall provide coverage when a Trailer is damaged as a result of the acts or inactions of Contractor.

- (1) The current charge-per-week for the bailee trailer insurance is \$14.00. The cost for such insurance may change from time-to-time as a result of premium rate changes by the insurance company. PTL will notify the Contractor of any rate changes as the same becomes known to PTL.
- (2) PTL may, but shall not be obligated to, assist Contractor in completing the application and related forms.
- (3) In the event Contractor elects bailee trailer insurance from or through PTL as set forth herein, PTL shall provide Contractor with a certificate of insurance. Upon the written request by Contractor, PTL shall provide the Contractor with a copy of the underlying insurance policy.

☒ I elect the foregoing Bailee Trailer Insurance.

☐ I DECLINE the foregoing Bailee Trailer Insurance.

#### PHYSICAL DAMAGE INSURANCE

Contractor may elect to obtain from or through Great West Casualty Company (or such other broker or insurer approved by PTL) physical damage insurance on the Equipment. If the Contractor elects physical damage coverage:

- (1) The current charge per year payable to such insurer or broker for physical damage insurance is .07664% of the stated value of the Equipment declared by the Contractor on the application for such insurance, payable in weekly installments after the payment in advance of two (2) months premiums. The coverage will insure the Equipment for damage up to its actual stated value arising from collision or upset.
- (2) PTL may, but shall not be obligated to, assist Contractor in completing the application and related forms;
- (3) In the event Contractor elects to obtain physical damage insurance from or through PTL as set forth herein, PTL shall provide Contractor with a certificate of insurance. Upon the written request by Contractor, PTL shall provide the Contractor with a copy of the underlying insurance policy.
- (4) If Contractor elects to obtain the foregoing physical damage insurance Contractor shall automatically appoint PTL as Contractor's attorney-in-fact, to adjust any losses and to receive, execute and/or endorse any checks or drafts and other related documents in the event Contractor is unavailable or otherwise unwilling to do so. All expenses incurred by PTL in conjunction with adjusting such loss shall be assessed to Contractor. PTL shall apply all proceeds from insurance at its sole discretion.

☒ I elect the foregoing Physical Damage Insurance.

☐ I DECLINE the foregoing Physical Damage Insurance.

#### PREPAID LEGAL SERVICES

Contractor may elect to obtain prepaid legal services through Drivers Legal Plan to represent Contractor in the event Contractor receives a driving related citation. A complete explanation of benefits will be provided to Contractor prior to executing this election form.

- (1) The current charge-per-week for prepaid legal services is \$ \_\_\_\_\_. PTL will notify the Contractor of any rate changes as the same becomes known to PTL.
- (2) PTL may, but shall not be obligated to, assist Contractor in completing the application form.

☒ I elect the foregoing Prepaid Legal Services.



I DECLINE the foregoing Prepaid Legal Services.

GENERAL

NOTHING IN THIS APPENDIX B RELIEVES THE CONTRACTOR FROM PROVIDING THE INSURANCE SPECIFIED IN SECTION 4.03 OF THE AGREEMENT.

CONTRACTOR ACKNOWLEDGES AND AGREES PTL IS NOT THE INSURER UNDER THE INSURANCE REFERRED TO IN THIS APPENDIX B AND PTL MAKES NO REPRESENTATION OR WARRANTY AS TO THE TERMS, CONDITIONS, LIMITATIONS OR EXCLUSIONS UNDER THE APPLICABLE POLICIES OF INSURANCE. THE CONTRACTOR IS SOLELY RESPONSIBLE TO SATISFY HIMSELF AS TO THE EXTENT AND ADEQUACY OF SUCH INSURANCE AND AS TO THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS CONTAINED IN THE POLICIES FOR SUCH INSURANCE.

ALL INSURANCE COVERAGES SHALL BECOME EFFECTIVE AS OF THE DATE DETERMINED BY THE INSURER.

TO THE EXTENT I HAVE ELECTED TO OBTAIN INSURANCE UNDER THIS APPENDIX B, I HEREBY AUTHORIZE PTL TO (1) DEDUCT THE AMOUNT INDICATED FROM SETTLEMENT PAYMENTS OTHERWISE PAYABLE TO ME AND (2) REMIT SUCH AMOUNTS TO THE APPROPRIATE SERVICE PROVIDER.

This Appendix B is executed as of the 15 day of OCT, 2018 and supersedes any and all previous appendices or schedules related to elective deductions under this Agreement.

PTL

By: Russ Usher

Name: Russ Usher

Title: Director of Permits

CONTRACTOR

→ D. Gale S. Carter  
Signature

→ D. Gale S. Carter  
Contractor Name (Print)

MAINTENANCE RESERVE ACCOUNT ADDENDUM  
TO  
PASCHALL TRUCK LINES, INC.  
INDEPENDENT CONTRACTOR  
SERVICE AGREEMENT

This Maintenance Reserve Account Addendum ("Addendum") is entered into in Calloway County, Kentucky by and between ① John S. Carr ("Contractor") and Paschall Truck Lines, a corporation having an office in Murray, Kentucky ("PTL"), and is effective as of OCT 15, 2015 ("Effective Date").

WHEREAS, Contractor and PTL entered into an Independent Contractor Service Agreement ("Agreement") effective as of OCT 15, 2015, pursuant to which Contractor provides a truck power unit to PTL and renders certain transportation services required by PTL customers;

WHEREAS, Contractor has leased a tractor power unit from an unrelated third party equipment source for purposes of providing the necessary services to PTL pursuant to the Agreement; and

WHEREAS, Contractor desires to establish a maintenance reserve account to be administered by PTL in order to provide the financial resources for future maintenance costs to be incurred with respect to the truck power unit.

NOW, THEREFORE, intending to be legally bound by the terms of this Addendum, Contractor and PTL mutually agree as follows:

1. The Agreement is hereby amended by adding a new Section 8.10 as follows:

**8.10 Maintenance Reserve Account.** PTL agrees to establish and administer a maintenance reserve account to assist Contractor in providing the financial resources for future maintenance costs to be incurred with respect to the Equipment, as defined in Section 2.01 of the Agreement. Contractor agrees to adhere to the provision set forth below regarding the maintenance reserve account established and administered by PTL. This maintenance reserve account shall be referred to as the "MRA."

(a) Funding the MRA. The MRA shall be funded by weekly deposits of a minimum of \$\_\_\_\_\_ which shall be made through settlement deductions from the compensation Contractor is otherwise entitled to receive from PTL and Contractor hereby authorizes PTL to deduct such amount and deposit it in the MRA. Contractor may elect to have additional amounts deposited into the MRA by notifying PTL.

(b) Withdrawal from the MRA. To the extent Contractor intends to use funds held in the MRA for maintenance or repair to the Equipment, rather than financial resources from a source unrelated to PTL, Contractor agrees to communicate with PTL regarding (i) the nature and the estimated cost of the proposed maintenance or repair, and (ii) the current balance held in the MRA. Thereafter, based upon Contractor's communication, PTL will arrange for the release said amount payable to the vendor that supplied the maintenance services. In no event during the

Term of the Agreement shall PTL render any payment payable directly to Contractor unless accompanied by an approved invoice or work order. PTL shall issue payment only to the extent that there is a positive balance in the MRA.

(c) Accounting and Cost of Administration. An accounting of the MRA shall be provided to Contractor on a regular interval showing all of the deposits, withdrawals and/or charge-backs. In the event Contractor disagrees with any deposit or withdrawal or charge-back entry, Contractor shall notify PTL immediately. Contractor shall be promptly provided copies of those documents which are necessary to determine the validity of the deposit, withdrawal or charge-back entry.

Interest shall accrue on the balance in the MRA. Such interest shall be at a rate of 2% per annum or a rate equal to the average yield on a 13-week U.S. Treasury bill on the first auction date during the calendar quarter when the interest period begins, whichever is greater. Interest shall be credited to the balance in the MRA no less frequently than on a quarterly basis.

(d) Application of Funds and Disbursement Upon Termination. Contractor acknowledges that PTL has the right, pursuant to this Addendum, to set-off against amounts held in the MRA to recoup any amounts Contractor may owe PTL under this Agreement. At such time as accounts are settled between PTL and Contractor following the termination of this Agreement, the MRA shall first be applied to reduce any indebtedness or other amounts owed by Contractor to PTL. Any excess amount remaining in the MRA shall be remitted to Contractor within forty-five (45) days of the termination of this Agreement.

2. In the event there is a conflict between any term or provision contained in this Section 8.10 of the Agreement and any other term or provision contained in the Agreement, the provision set forth in this Section 8.10 of the Agreement shall control and take precedence.

IN WITNESS WHEREOF, the parties hereby enter into and execute this Addendum as of the Effective Date set forth above.

PTL

By: Russ Usher

Name: Russ Usher

Title: Director of Permits/Leasing

CONTRACTOR

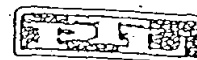
(X) Gale S. Carter  
Signature

(X) Gale S. Carter  
Contractor Name (Print)

(X) 3670 Buckingham CV.E  
(Address)

(X) Horn Lake, MS 38637  
(City, State, Zip Code)

(X) \_\_\_\_\_  
(Fed. Tax ID No.)



PASCHALL TRUCK LINES, INC.  
3443 Highway 541 South • P.O. Box 1889 • Murray • Kentucky 42071  
Telephone: 270-753-1717

ADDENDUM A  
TO INDEPENT CONTRACTOR AGREEMENT

PTL will make available free of charge to LESSOR a "PrePass" Transponder to be used by LESSOR while under dispatch to PTL. This transponder will allow the LESSOR to use the "PrePass" scale bypass system and the EZPass toll bypass system. PTL will pay all charges monthly transponder fees and all toll charges incurred while the unit is under dispatch to PTL.

LESSOR will be responsible for the return of the assigned transponder to PTL upon termination of the lease. LESSOR agrees that if the assigned transponder is not returned to PTL upon termination of the lease, that he/she authorizes PTL to deduct \$500.00 from the final settlement to cover the cost of the transponder.

Transponder Identification Number:

PrePass # \_\_\_\_\_

EZPass # \_\_\_\_\_

LESSOR Signature: [Signature] Date: 10/15/2015

1-B

PASCHALL TRUCK LINES, INC.  
INDEPENDENT CONTRACTOR  
SERVICE AGREEMENT

THIS IS AN IMPORTANT DOCUMENT THAT CREATES RIGHTS AND OBLIGATIONS FOR BOTH PASCHALL TRUCK LINES AND YOU. PLEASE MAKE SURE YOU UNDERSTAND THE TERMS, CONDITIONS AND OBLIGATIONS OF THIS AGREEMENT BEFORE YOU ENTER INTO IT.

This Independent Contractor Service Agreement ("Agreement") is entered into in Calloway County, Kentucky by and between Forbes Hays ("Contractor") and Paschall Truck Lines, Inc., a corporation having an office in Murray, Kentucky ("PTL"), and is effective as of March 16<sup>th</sup>, 2016 ("Effective Date").

Intending to be legally bound by the terms of this Agreement, Contractor and Company mutually agree as follows:

**I.- RELATIONSHIP AND INTENTION OF PARTIES**

The intention of the parties is to (1) create a contract to facilitate PTL's compliance with federal law as a federally licensed motor carrier and (2) create a vendor/vendee relationship between Contractor and PTL through which Contractor, as an independent business person, has the potential and expectation to realize a profit or loss by:

- providing a tractor power unit to PTL;
- rendering certain transportation services as required by PTL customers; and
- conducting and considering himself as either (i) a self-employed individual vendor for all purposes, or (ii) the authorized representative of a business entity that is an unrelated vendor to PTL.

This Agreement sets forth the mutual business objectives of the two parties intended to be served by this Agreement; the obligations of each party; and the results Contractor agrees to accomplish. The manner and means of reaching such results, however, are within the sole discretion of the Contractor, and no officer or employee of PTL shall have the authority to impose any term or condition on Contractor or on Contractor's continued operation that is contrary to this understanding. Contractor shall exercise independent discretion and business judgment to fulfill its contractual obligations under this Agreement. PTL may, however, issue reasonable and lawful directives regarding the results to be accomplished by Contractor, and failure to accomplish such results shall be a breach of this Agreement by Contractor.

Neither Contractor nor any employee or agent of Contractor shall be considered to be an employee of PTL or any of PTL's customers at any time, under any circumstances, for any purpose whatsoever, and nothing in this Agreement shall be construed as inconsistent with that relationship. It is further expressly understood that Contractor, as a vendor, will not receive and has no claim to any benefits or compensation currently paid by, or made available through, PTL to its employees or hereafter declared by PTL for the benefit of its employees. Contractor's compensation is defined solely and specifically in this Agreement and shall consist, in its entirety, of the payments to which he is entitled to as a vendor as referenced in Article IV below and set forth in Section I of the attached Appendix A, which is part of this Agreement.

**IF AT ANY TIME DURING THE TERM OF THIS AGREEMENT CONTRACTOR IS OF THE OPINION THAT ANYTHING OTHER THAN AN INDEPENDENT CONTRACTOR OR VENDOR/VENDEE RELATIONSHIP EXISTS BETWEEN CONTRACTOR AND PTL, CONTRACTOR SHALL IMMEDIATELY NOTIFY THE VICE PRESIDENT OF FINANCE OF PTL.**

The term "Contractor" as used in this Agreement shall mean Contractor individually as the signatory to this Agreement or, depending on the context in which the term is used, Contractor, collectively with his employees or agents, if any.

RU  
Initials for PTL Representative

Forbes Hays  
Initials for Contractor

Contractor acknowledges that PTL has no obligation to furnish any specific number of loads to Contractor on a regular basis during the term of this Agreement but to the extent it is reasonably possible for PTL to do so, it will utilize Contractor's services. Contractor retains the right (subject to the terms of Section 2.13 below) to provide services for other motor carriers or for himself and PTL likewise retains the right to engage other parties of its own choosing for any part or all of its work.



## II. EQUIPMENT REGULATORY, MAINTENANCE, OPERATING AND SAFETY PROVISIONS

**2.01 Contractor's Equipment.** Contractor agrees to provide the tractor power unit(s) to PTL, in good and safe operating condition, (the "Equipment") described as follows:

<u>TYPE</u>	<u>YEAR</u>	<u>MAKE/MODEL</u>	<u>VIN</u>
	<u>2012</u>	<u>KW</u>	<u>1XKAD49X3CJ305043</u>

Contractor represents (i) that he has the legal right to exercise full control over the Equipment; (ii) that the Equipment is fully roadworthy and (iii) meets all the requirements of all applicable federal, state, and municipal laws and regulations applicable to the operations of for-hire motor carriers (collectively "Legal Requirements").

**2.02 Trailers.** Contractor acknowledges that it will, from time to time, utilize trailers, including intermodal containers and their corresponding chassis, that are the property of, interchanged to, or furnished by PTL (collectively "Trailers"). Contractor shall be responsible for the condition of all such Trailers provided to Contractor from the time of pick-up until delivery is completed and the Trailer is returned as required by PTL.

Contractor shall be responsible for the first \$25,000.00 of the losses or costs incurred by PTL for damage to a Trailer which is owned or leased by PTL and furnished directly to Contractor ("PTL Trailer") determined to have been caused by the negligent acts or omissions of Contractor. In the event of a "topped" PTL Trailer (trailer damage resulting from an attempt to drive under a structure or object with inadequate clearance), or in the event any other damage was caused, in whole or in part, by the willful or intentional acts or omissions of Contractor, Contractor shall be responsible for 100% of the cost of the damage. Additionally, in the event Contractor changes or substitutes any parts or accessories of said Trailer including, but not limited to, the tires, without written authorization of PTL, Contractor shall reimburse PTL the full amount of such unauthorized changes or substitution.

**2.03 Security.** Contractor represents and warrants that any Trailer provide for use by PTL (either directly or indirectly) shall be used by Contractor to transport shipments tendered to Contractor by PTL and Contractor shall use his best efforts to prevent the unauthorized use or control of the Trailers for any purpose. Contractor shall inform PTL dispatch regarding the whereabouts of any Trailer. When parking a Trailer (whether untethered or otherwise), Contractor shall confirm such action with PTL dispatch and, if untethered, shall ensure that the Trailer's king pin is locked and the Trailer's doors are padlocked.

Contractor agrees to ensure that (i) any Trailer that Contractor uses under this Agreement is properly sealed or locked at the time of pick-up; (ii) the seal or lock number is indicated on the shipping documents at origin; (iii) the seal or lock integrity remains intact while the Trailer is in-transit and until proper delivery is made; and (iv) the seal or lock number indicated on the shipping documents at origin is identical to the seal or lock number on the Trailer at destination. Any breach in seal or lock integrity must be immediately communicated to PTL.

**2.04 Operation of the Equipment.** Contractor shall direct the operation of the Equipment at all times in a safe and prudent manner and determine the method, manner, and means of performing the contractual obligations under this Agreement in all respects including, but not limited to, such matters as: (i) the acceptance or rejection of dispatches offered by PTL; (ii) the days and time Contractor will operate the Equipment; (iii) the loading and securement of the cargo; (iv) the routes traveled; (v) parking sites/rest areas; (vi) decisions regarding unloading; (vii) the selection of insurance providers; and (viii) the repair and fueling of the Equipment, provided that Contractor shall fully and efficiently perform its obligations under this Agreement.

Contractor is not obligated to accept every or any shipment offered by PTL to Contractor and may decline PTL's request to furnish the Equipment and labor and to perform such work on any particular occasion without penalty. When a shipment is offered by PTL to Contractor and is accepted by Contractor however, Contractor shall promptly complete the shipment with reasonable dispatch. It is Contractor's responsibility to complete the trip within the agreed upon transit time once the dispatch is accepted and comply with any special instructions related thereto.

Contractor shall have the duty to determine that all trailer loads are in compliance with the weight laws of the state in which or through the Equipment will travel and to notify PTL if the Equipment is overweight. Except when violations result from acts or omissions of Contractor, PTL shall assume the risk and cost of fines for overweight loads when such loads are preloaded and sealed, containerized, or where the trailer or lading is otherwise outside of Contractor's control. However, Contractor shall pay or reimburse PTL for any cost or penalties due to Contractor's failure to weigh any load or to notify PTL that the Equipment is overweight.

Contractor shall be solely responsible for all cargo loss or damage claims when Contractor has signed a bill of lading, manifest or other shipping document acknowledging that the cargo was loaded in good condition and all pieces are accounted for. Contractor shall immediately report all cargo shortages, overages or other exceptions to PTL. It is Contractor's responsibility to note exceptions on the bill of lading, manifest, or other shipping document prior to being dispatched and/or signing the required documents.

No passenger, other than an authorized and U.S. Department of Transportation ("U.S. DOT") qualified co-driver shall be permitted in the Equipment while the Equipment is under dispatch, operating under the PTL's authority and/or displaying the PTL's logo or placard unless specifically authorized in advance in writing by PTL. Any such authorization will be in the sole discretion of PTL, and subject to such requirements and procedures as it may prescribe.

Unless required by law to be held by PTL, Contractor shall hold all authorizations, permits, licenses, orders and approvals required by governmental entities which are material to the business of Contractor and to the transactions contemplated by this Agreement. Contractor is not required to purchase or rent any products, equipment or services from PTL as a condition of entering into this Agreement, or of continuing this Agreement in effect.

Contractor shall, at all times, keep a copy of this Agreement on board the truck tractor power unit.

**2.05 Responsibility for Operating Costs and Expenses.** Contractor will be responsible for all:

- (a) costs, and expenses associated with the operation of the Equipment, such as fuel, tires, tire chains (if necessary), load locks, empty mileage, permits of all types, tolls, fines, detention, and accessorial services; and
- (b) all taxes, premiums, assessments, and fees associated with the operation of the Equipment, including fuel taxes, property taxes, sales, and use taxes, highway use taxes, payroll taxes, unemployment taxes, and income taxes.

**2.06 Tractor Identification.** PTL shall furnish door placards to be affixed to the tractor power unit as required by federal regulations. In the event Contractor chooses to satisfy the Legal Requirements for equipment identification in a manner other than with the signage provided by PTL, Contractor may do so at his sole expense. In all events however, Contractor agrees to remove or temporarily cover all PTL identification signs on any occasion when the tractor power unit is used in the service of anyone other than PTL, including when the tractor power unit is being used for personal use.

In addition, Contractor shall not display any sign or plate which contains words which, in the sole discretion of PTL, contain sexual, discriminatory, or offensive content and, if so determined by PTL, Contractor agrees to remove such sign or plate immediately upon oral or written notification by PTL.

**2.07 Maintenance and Inspection.** Contractor, at Contractor's expense, shall equip and continuously maintain the Equipment in good and safe operating condition to meet all requirements imposed by any Legal Requirements. In the event the Equipment is found to be deficient under any Legal Requirements, Contractor shall remove the Equipment from service until it is, at Contractor's expense, brought into compliance. Contractor agrees to (i) conduct maintenance inspections of the Equipment no less frequently than every sixty (60) days; and (ii) maintain the appropriate records of such inspections and any resultant findings and (iii) provide PTL with said records as may be requested by PTL or as PTL is required to maintain by the Legal Requirements or by its insurance provider's requirements. In addition, the Equipment shall be maintained in a clean and presentable fashion free from body damage and subjective markings, in accordance with standards of the industry with the exhaust stacks on the tractor unit, if forward of the sleeper, turned out 45 degrees; and if behind the sleeper, turned out 60 degrees.

**2.08 Driver and Safety Compliance.** Contractor shall furnish, at Contractor's expense, drivers (including himself, as the case may be) for the Equipment who meet (i) all driving requirements imposed by the Legal Requirements and (ii) all driving requirements and qualification standards as may be established by PTL's insurer(s). Contractor shall promptly furnish to PTL for each of Contractor's drivers (including himself, if applicable) evidence and documents that PTL is required to maintain by its insurance provider or by the Legal Requirements. Any driver, including Contractor, who is not in compliance with PTL's safety policies and procedures shall be prohibited from operating any vehicle (the Equipment or otherwise) in the service of PTL.

PTL is committed to a policy of ensuring a drug and alcohol-free transportation environment and to reduce accidents, injuries and fatalities. Accordingly, Contractor agrees that any violation of PTL's Policy on Drug and Alcohol Abuse or corresponding applicable U.S. DOT regulations shall result in immediate termination of this Agreement.

**2.09 Employment of Qualified Persons.** Except where the duty of qualification is imposed by any Legal Requirements, Contractor may, in his sole discretion, employ individuals other than himself to perform or assist Contractor in performing his contractual obligations under this Agreement. The term "employee" includes drivers, helpers, or any other employee required by Contractor to perform services covered by this Agreement. In the event Contractor employs such individuals, Contractor (i) affirmatively acknowledges that all such persons shall be Contractor's employees or agents exclusively, and shall be subject solely to Contractor's direction and control, including the selection, hiring, firing, supervising, instructing, training, and setting of wages, hours and working conditions; (ii) assumes full responsibility for payment of all wages and benefits; the maintenance of payroll and employment records as required by law; and (iii) shall require that any such Equipment operator shall cooperate with PTL regarding compliance with all Legal Requirements and other conditions under this Agreement.

Contractor shall obtain and maintain, at his expense, workers' compensation insurance on all employees and other insurance required by any applicable employer liability related laws as will fully protect Contractor and PTL from any and all claims under such laws. Contractor affirms that PTL shall have no responsibility or authority to: (i) make any payment to Contractor's employees or agents; (ii) make any deductions for, or pay, social security taxes, withholding taxes, or similar charges with respect to Contractor or Contractor's employees or agents; or (iii) provide workers' compensation or unemployment compensation coverage to Contractor or Contractor's employees or agents.

**2.10 Logs and Reports.** To the extent required by law, Contractor shall prepare and file with PTL such logs, mileage reports, fuel receipts and other documents in such manner and at such times as will enable Contractor and PTL to comply with all Legal Requirements.

**Contractor agrees that the submission of a falsified driver qualification application, logs, mileage reports, maintenance reports, or fuel receipts shall result in immediate termination of this Agreement.**

**2.11 License Plates.** Unless otherwise agreed to between Contractor and PTL, in writing, PTL shall obtain and provide a base plate for the Equipment under the PTL's IRP permit for use by Contractor. The license plate shall remain the property of PTL. Contractor shall remove and return such plate to PTL at the termination of this Agreement and, in the event Contractor fails or refuses to do so, PTL shall, and is hereby authorized to deduct the full cost of the plate from Contractor's final settlement.

**2.12 Fuel Tax.** Fuel tax is an operating expense of Contractor and the liability for payment also remains with Contractor. In the event Contractor elects not to use the PTL provided fuel card, then Contractor shall be responsible for providing PTL with an accurate accounting of all fuel purchases and miles traveled for the purpose of computing state fuel tax liability and Contractor shall provide PTL with all fuel receipts. PTL shall compute the fuel tax liability at the end of each month on a per tractor basis, remit payment, and charge (or credit) the Contractor, accordingly.

**2.13 Non-PTL Use.** Contractor may use the Equipment for other purposes when it is not in the service to PTL. However, in order for PTL to provide the level of service required by shippers, PTL must know when Contractor uses the Equipment for any non-PTL use. Accordingly, in the event Contractor intends to use the Equipment for any non-PTL use, Contractor agrees that at least 24 hours prior to such use, he shall (i) notify PTL of such intended use, (ii) remove or temporarily cover all PTL identification and permit markings bearing PTL's name or logo and U.S DOT number, and (iii) confirm that appropriate insurance coverage is in place and in effect. Contractor specifically agrees that Contractor shall relinquish control over any of PTL's property in Contractor's possession and temporarily return all such property to PTL (including, but not limited to the base plate, if owned by PTL; the permit pouch; and the PTL fuel card, if applicable) prior to any non-PTL use of the Equipment.

**2.14 U.S. DOT Leasing Regulations.** To the extent required by the Federal Motor Carrier Safety Regulations, as promulgated by the Federal Motor Carrier Safety Administration of the U.S. DOT (the "Leasing Regulations"), Contractor agrees to relinquish to PTL exclusive possession, control, and use of the Equipment while it is in service to PTL under this Agreement and PTL agrees to assume responsibility for same. Both PTL and Contractor specifically acknowledge and agree with the statements contained in the Leasing Regulations to the extent that nothing contained in the Leasing Regulations is intended to affect whether the Contractor, or any driver provided by the Contractor, is an independent contractor or an employee of PTL. It is the intention of the parties that an independent contractor relationship exists when PTL, as a carrier lessee, complies with 49 U.S.C. Section 14102 and related administrative requirements.

### **III. RATES, CHARGES AND PAYMENT.**

**3.01 Rates and Charges.** The rates and charges payable to Contractor for services rendered under this Agreement are set forth in the attached Section I of Appendix A, subject to the deductions authorized in this Agreement, Section II of Appendix A and/or Appendix B. If there are any additional charges related to a load for which Contractor seeks payment, it is Contractor's responsibility to (i) inform PTL of such charges; (ii) obtain from PTL written verification of an agreement with such charges; and (iii) only thereafter, include the charge on an invoice to PTL.

In the event Contractor is not operating his business under a Federal Employer Identification Number ("EIN") and through a business entity as of the Effective Date of this Agreement, Contractor agrees to obtain such EIN and form a business entity within ninety (90) days of the Effective Date.

**3.02 Advances.** PTL will, on request of Contractor, advance Contractor 25% of Contractor's Current Net Settlement. For purposes of this Agreement, the phrase "Current Net Settlement" shall mean the unpaid per mile rate less previous advances, less any deductions such as, but not limited to, fuel purchases charged to PTL. PTL shall deduct all advances (even if they should exceed 25%) at the time of next available settlement.

**3.03 Time and Manner of Payment.** Contractor will be paid within fifteen (15) calendar days after Contractor has submitted in proper form all those documents necessary for PTL to secure payment from shipper (including, but not necessarily limited to, trip reports, bills of lading, delivery receipts or other proof of delivery, original fuel receipts and properly completed drivers logs).

**3.04 Contractor's Right to Review Compensation-Related Documents.** The Contractor shall have the right to examine copies of any documents which are necessary to determine the accuracy of the calculation of the compensation and/or validity of any deductions from Contractor's settlement.

**3.05 Final Determination of Settlements.** Contractor acknowledges that it is his or her responsibility to timely review and verify the accuracy of all settlements. Further, Contractor agrees that all settlements shall be final, and that Contractor will not make any claim or bring any action against PTL for additional settlement monies unless Contractor notifies PTL in writing of any discrepancies or additional claims within ninety (90) days of PTL issuing said settlement payment.

**3.06 Non-Compensable Items.** PTL shall not pay any amount to Contractor other than the amount of compensation specified in Section I of Appendix A of this Agreement. Specifically, PTL shall not pay any mileage or empty mileage fees, any costs of operating the Equipment, any personnel costs of Contractor, or any other costs incurred by Contractor, except as specifically provided in this Agreement.

**3.07 Filing and Reporting Responsibilities.** PTL shall report payments made to Contractor pursuant to this Agreement as required by law, but shall not withhold any amounts for taxes on behalf of Contractor except as otherwise required by law. Contractor shall be solely responsible for the payment of any federal, state, provincial, or local income taxes, payroll taxes, employment taxes, self-employment taxes, or other charges occasioned by Contractor's status of an independent contractor, and the filing of any federal, state, provincial, or local returns with respect to such taxes. PTL shall not be responsible for the payment of any local, state, provincial, or federal employment, or income taxes with respect to Contractor or Contractor's employees.

#### **IV. GENERAL INSURANCE COVERAGES AND INDEMNIFICATION**

**4.01 PTL's Insurance Responsibilities.** PTL shall provide, at its expense insurance coverage for the protection of the public as required by law.

**4.02 Accident Reporting Responsibilities.** Contractor shall notify PTL immediately in case of any vehicular accident or the discovery of loss, damage or malfunction of equipment or property of PTL or others, and comply with PTL's accident/loss protocol as it pertains to photographs, reports, exchange of insurance information, etc

**4.03 Contractor's Insurance Responsibilities.** Notwithstanding the provisions set forth in Section 4.01 above, during the term of this Agreement, Contractor agrees to obtain and keep in force at all times, the following insurance coverages:

(a) **Non-Trucking (Bobtail/Deadhead) Liability Insurance:** Contractor shall obtain and maintain automobile/truckers personal injury and property damage insurance coverage for a combined single limit of not less than \$1,000,000.00 with no deductible to cover any bodily injury or property damage claim that may arise from operation of the Equipment at all times while it is not in operation on PTL business, including unauthorized bobtail and deadhead.

(b) **Workers' Compensation Insurance:** To the extent that statutory workers' compensation insurance coverage is available to Contractor under the laws of Contractor's place of domicile, Contractor agrees to obtain such coverage, at Contractor's sole expense, to cover Contractor and all employees of Contractor who operate the Equipment under this Agreement. If such coverage is obtained through a private insurer, the policy shall contain a waiver of subrogation endorsement, waiving any right of subrogation against PTL.

Workers' Compensation Insurance Coverage is not available from or through PTL. Accordingly, PTL hereby advises Contractor that the laws of certain states may require Contractor to acquire and maintain workers' compensation insurance. Contractor understands and acknowledges that it is the sole responsibility of Contractor to review and comply, at Contractor's expense, with each state's laws pertaining to workers' compensation insurance.

(c) **Occupational Accident Insurance:** In the event Subsection 4.03(b) is not applicable to Contractor and to the extent not prohibited by law, Contractor shall obtain and maintain occupational accident insurance within his place of domicile which coverage shall include an alternative employer endorsement, indemnity of PTL or similar provisions acceptable to PTL. Occupational accident insurance is intended to cover Contractor and any persons not included in the coverage described in the immediate preceding subsection but otherwise utilized by Contractor in the performance of services under this Agreement.

(d) **Bailee Trailer Insurance:** Contractor shall obtain and maintain Bailee Trailer Insurance coverage in the amount of \$25,000.00 per occurrence with a deductible of not more than \$2,500.00 per occurrence to provide coverage when a Trailer is damaged as a result of the actions or inactions of Contractor.

The Non-Trucking Insurance; Occupational Accident Insurance; and the Bailee Trailer Insurance coverages described above in Subsections 4.03 (a), (c), and (d) are available for purchase from or through PTL. Contractor may elect to obtain all or some of these insurances from or through PTL by making such selection on Appendix B. Alternatively, Contractor may obtain the required insurance coverages from an unrelated third party vendor directly.



In the event the Contractor purchases coverages required by Subsection 4.03(a) (Non-Trucking) or Subsection 4.03(d) (Bailee Trailer Insurance) from an unrelated third party vendor, the Contractor will provide PTL certificates of insurance evidencing each of the coverages referenced above; naming PTL as an additional insured; and providing PTL thirty (30) days' prior written notice of cancellation or material change to any insurance policy(ies). All coverages obtained by the Contractor from a source other than PTL under Subsections 4.03(a), (c), and/or (d) must be issued by an insurance company qualified to write such coverage in the state(s) where the Equipment is operated, and rated B+ or better by A.M. Best, Co.

Neither the Contractor nor its drivers, agents or employees will be permitted to perform any services under this Agreement until the Contractor complies with the provisions of this Section 4.03. In the event Contractor fails to obtain any of the insurance coverages set forth above, PTL may obtain such coverages on such Contractor's behalf and charge back Contractor the total costs thereof.

**4.04 Indemnification.** During the Term of this Agreement, and thereafter, Contractor agrees if any claim is made against PTL or Contractor with respect to the provision by Contractor of any services reflected in this Agreement, Contractor shall be solely responsible for satisfying such claims and PTL, at its option, may satisfy such claims, or any portions thereof, by deducting the amount of the claim from any compensation due Contractor from PTL. PTL will provide written notification of such claim to Contractor once PTL has knowledge of such claim prior to any deduction being made and will allow Contractor the opportunity to investigate, challenge, or present any facts Contractor may have prior to the commencement of any deductions for claims liability. If after such investigation and/or challenge the matter is not resolved, Contractor agrees to indemnify and save PTL harmless from and against liabilities on a "first dollar coverage" basis for the items or occurrences listed below.

(a) *Personal Injury and Property Damage While Under Dispatch (other than for cargo loss or damage or Trailers):* The first \$2,500.00 for any loss relating to any personal injury to a third party or damage to property (other than cargo) resulting from any act or omission of the Contractor while under dispatch or transporting cargo under PTL's U.S. DOT operating authority, provided the occurrence was reported in accordance with Section 4.02. In the event Contractor failed to report an occurrence in accordance with Section 4.02 or the Equipment was being operated with an unauthorized person present in the Equipment, the \$2,500.00 limitation of liability will not apply and Contractor shall be liable to PTL for the full amount of any and all damages resulting from the occurrence.

(b) *Other Personal Injury and Property Damage (other than for cargo loss or damage or Trailers):* Any loss or damage, without limitation, (including reasonable attorneys' fees) arising from the operation of the Equipment at any time while it is not in operation on PTL business, including unauthorized bobtail and deadhead.

(c) *Cargo Damage or Loss:* The first \$2,500.00 per occurrence for any and all claims brought against PTL or losses suffered by PTL or liabilities incurred by PTL, arising from or on account of any loss or damage to cargo tendered for shipment or handling hereunder while such cargo is being transported and/or while in the possession of Contractor when such shortage, damage, or loss is caused directly or indirectly by any negligent act or omission by Contractor. The term "possession" extends to an unattended trailer or the unauthorized dropping of a loaded trailer.

(d) *Damage to Trailers:* Any loss or damage, without limitation, arising from Contractor's use of a Trailer (other than a PTL Trailer which is governed by Section 2.02 above) during the term of this Agreement.

(e) *Relationships with Workers:* Any and all claims brought against PTL, or losses suffered by PTL, and liabilities incurred by PTL, arising from the Contractor's relationship with Contractor's employees or agents, whether under industrial accident laws, workers' compensation laws, unemployment compensation laws, or any other foreign, federal, state, or municipal laws, rules, regulations and orders applicable to the relationship between employers and employees.

(f) *Compliance with Law:* Any and all claims brought against PTL, or losses suffered by PTL, or liabilities incurred by PTL, for or on account of Contractor's failure or failure of Contractor's employees or agents to comply with any duties under common law or other laws, rules, regulations or orders applicable to Contractor's business.

(g) *Other:* Any and all claims brought against PTL, or losses suffered by PTL, or liabilities incurred by PTL, arising from the operation of the Equipment in the service of others.

The indemnification obligations of Contractor set forth in this Section 4.04 shall survive the expiration or termination of this Agreement.

## **V. CUSTOMER SERVICE AND COMMUNICATION**

**5.01 Customer Service.** Contractor acknowledges that PTL is in the business of transporting cargo on the days and times requested by customers. This requires not only prompt and dependable transit times, but also regular and accurate two-way communication between PTL and Contractor regarding the transport of the customer's cargo. Contractor shall diligently conduct his operations under this Agreement to ensure continued customer satisfaction with PTL's and Contractor's businesses but without compromising a commitment to safety at all times. Such efforts shall include gathering and reporting shipment related data in accordance with PTL's customer's requirements; on-time loading; safe and prompt transport; on-time delivery of the freight in a clean condition without transportation related

damage or defect; executing documents; submitting all related shipping documents to PTL immediately upon delivery; and conducting oneself professionally at loading, during transport, and at unloading locations.

Unless otherwise excused by the terms of Section 8.06 (Force Majeure), if Contractor has accepted a dispatch and is legally able to fully perform under this Agreement after such dispatch but fails to deliver the shipment at the scheduled appointment time, a service failure charge in the amount of \$300.00 per load will be assessed against Contractor. Likewise, in the event Contractor fails to deliver to the final destination and the load must be recovered and delivered by alternate means, a recovery charge of \$500.00 for each load shall be assessed against Contractor.

**5.02 Necessary Communications Equipment.** Contractor agrees to make all necessary arrangements to obtain and install a communication system or satellite tracking device for each tractor power unit which Contractor provides to PTL under this Agreement. Such communication device will be compatible with the communication/satellite tracking system utilized by PTL.

**5.03 Obtaining the Communications Equipment.** Contractor may elect, by initialing Option B below, to have PTL arrange for, and have installed as necessary, at Contractor's expense, a device which meets the requirements of Section 5.02 above (a "Qualcomm Unit"). Contractor will have the Qualcomm Unit installed at PTL's Murray Kentucky terminal or other designated location and agrees to pay the installation fee as specified in Section II of Appendix A. If Contractor is still under contract with PTL six months after the Effective Date of this Agreement, PTL shall reimburse Contractor an amount equal to the installation fee. PTL will be responsible for all costs of messaging and other communication costs charged by Qualcomm during the Term of this Agreement in excess of the fee set forth in Section II of Appendix A.

CONTRACTOR SHOULD INITIAL ONE OF THESE TWO OPTIONS:

\_\_\_\_\_ Option A: Contractor shall furnish and install his/her own communication/satellite tracking device which meets the requirements of Section 5.02 above.

\_\_\_\_\_ Option B: PTL shall arrange, at Contractor's expense, to furnish and, as necessary, install, a Qualcomm Unit, and Contractor authorizes PTL to deduct from Contractor's compensation the amounts to be paid by Contractor as specified in Section II of Appendix A and Section 5.04 below.

**5.04 Additional Provisions Related to Option B.**

(a) **Removal of Communication Equipment Unit Without Consent.** Contractor shall be prohibited from disconnecting or removing the Qualcomm Unit from the Equipment without PTL's prior written consent.

(b) **Re Installation Expense.** In the event Contractor replaces the Equipment, Contractor shall bear the expense of removal and re installation of the Qualcomm Unit(s) in Contractor's replacement vehicle and hereby authorizes PTL to deduct all such expense from Contractor's compensation.

(c) **Loss or Damage.** Contractor shall be responsible for the return of each Qualcomm Unit to PTL immediately upon any request from PTL or the termination of this Agreement. A qualified technician selected by PTL shall remove the Qualcomm Unit. Contractor shall pay normal de- installation expense and hereby authorizes PTL to deduct all such expense from Contractor's compensation. If the Qualcomm Unit is lost, damaged as a result of Contractor's negligence, or not returned upon request or upon termination of the Agreement, Contractor hereby authorizes PTL to deduct from Contractor's compensation or, if necessary, to collect additional payments from Contractor for, the entire expense incurred by PTL in repairing or replacing the Qualcomm Unit, together with all collection costs, including reasonable attorneys' fees. PTL shall not be responsible for any loss or damage to the Equipment arising or resulting from the installation, use, or removal of the Qualcomm Unit.

**VI. TERM/TERMINATION**

**6.01 Term.** This Agreement will continue in full force and effect for an initial term for one (1) year from the Effective Date. This Agreement shall automatically renew for successive terms of one (1) year after expiration of the initial term unless Contractor or PTL provides the other party with written notice of termination at least thirty (30) days' prior to the expiration of the then current term.

**6.02 Termination.** This Agreement may be terminated during the term as follows:

(a) At any time, by mutual agreement of Contractor and PTL;

(b) Immediately, upon the death of Contractor, in the event he is a sole proprietor;

(c) Immediately, in the event Contractor is a qualified driver under this Agreement (i) is prohibited by operation of law to perform safety-sensitive functions or (ii) ceases to meet PTL's safety clearance criteria and is unable to provide a substitute qualified driver within ten (10) days;



- (d) Immediately, in the event the Equipment is substantially damaged or otherwise inoperable;
- (e) Immediately, by either party, by giving written notice to the other party of an event of the breach of this Agreement by the other party;
- (f) Immediately, in the event Contractor participates in (i) any discriminatory, harassing, or violent conduct that violates an individual's rights under federal, state or common law or (ii) aggressive, threatening or forcefully rude and argumentative conduct with either a customer or anyone working for the PTL; (iii) any dishonest or bad act including, but not limited to, fraud, theft, impeding an ongoing investigation or making false statements to PTL personnel or any third party; or (iv) any similar conduct which would reflect unfavorably on PTL or taint the reputation of PTL from its customer's perspective; or
- (g) Immediately, in the event a termination in transit event occurs as described in Section 6.03 below.

Unless otherwise agreed to by Contractor and PTL, the place of termination of this Agreement shall be at 3443 Highway 641 South, Murray, Kentucky.

Upon termination, PTL shall have no further obligation to Contractor under this Agreement or otherwise, other than to pay to Contractor any amounts that may be due to Contractor subject to the terms hereof respecting deduction or setoff.

**6.03 Termination in Transit.** Unless otherwise excused by the terms of Section 8.06 (Force Majeure), if Contractor has accepted a dispatch and is legally able to fully perform under this Agreement after dispatch but abandons the shipment in transit, Contractor shall receive no compensation for the services performed on said activity; this Agreement shall be terminated immediately; and PTL shall have the right to (i) temporarily take physical possession of the Equipment and complete the transport of the cargo to destination or (ii) substitute the Equipment with other equipment to complete delivery of the shipment or any part thereof. Any expenses incurred by PTL related to such substitution or related to actions taken by PTL to complete the required services (including costs associated with cargo transfers) that exceed the expenses PTL would otherwise incur in paying Contractor to perform such services are agreed to be expenses chargeable to and deductible from amounts that would otherwise be due Contractor. In the event PTL takes possession of the Equipment, it will be returned to the possession of Contractor at a PTL facility.

**6.04 Contractor's Obligations upon Termination.**

- (a) The Contractor will, within forty-eight hours from the time this Agreement is terminated, return all of PTL's property to PTL's Murray Kentucky Terminal, including the motor carrier identification placards, the Qualcomm Unit, all permits, signed off lease, cab cards, license plates, Trailers, spare tire and tire caddy, and logs current to the date of termination. PTL may withhold the final payment of any compensation to Contractor until such time as Contractor has returned all PTL property to PTL.
- (b) In the event Contractor, for any reason fails to comply with Subsection 6.04(a) above, Contractor agrees to reimburse PTL, and be liable for all reasonable expenses, and costs incurred by PTL in obtaining and returning its equipment and/or property. Contractor agrees that in the event it should be deemed necessary by PTL to enter upon private property and/or remove PTL property in order to obtain possession of, and return its equipment and/or property, Contractor does hereby irrevocably grant PTL, or its duly authorized agents, permission to do so, and further agrees to save, and hold harmless, PTL, or it is duly authorized agents, from any form of liability whatsoever in connection with such repossession.
- (c) Additionally, if the Contractor fails to return PTL's property to PTL within forty-eight hours after the termination of this Agreement, Contractor agrees to pay PTL a flat fee of \$2,500.00 for repositioning any Trailer.
- (d) In the event Contractor ceases providing services when required by PTL on a continuing basis within nine (9) months after the Effective date, Contractor authorizes PTL to deduct "early termination fee" of \$5000.00 from Contractor's compensation. Contractor agrees that the early termination fee constitutes reasonable liquidated damages associated with, among other things, Carrier's effort, expenses, and costs in recruiting and contracting with Contractor, recruiting and contracting with additional Contractors to replace unavailable units, and Carrier's loss of revenue.

**VII. ADMINISTRATIVE MATTERS**

**7.01 Right to Set Off.** PTL shall be entitled to set off against and deduct from any compensation payable to Contractor under this Agreement any amounts due from Contractor under this Agreement and the amount of any losses, damages or expenses (including all court costs, attorneys' fees or collection expenses incurred by PTL to enforce the terms of this Agreement) suffered or incurred by PTL as a result of Contractor's breach of any of the provisions of this Agreement or as a result of any negligent, fraudulent or illegal activities of Contractor or his employees or agents. The right of set-off shall survive the termination of this Contract. Contractor shall remain liable for any remaining indebtedness, which may exceed amounts which PTL may set-off against.

**7.02 PTL Non-Liability for Equipment.** Contractor agrees that PTL shall not be liable, financially or otherwise, to Contractor for any depreciation, loss or damage that may occur to the Equipment used in the performance of this Agreement. It is the sole responsibility, and right of Contractor to secure, and maintain any physical damage insurance for such Equipment. Contractor waives all rights against the PTL, and all other Contractors hauling commodities for PTL for loss, and damage to any equipment described in Appendix A.

**7.03 Dispute Resolution.** Except as provided for in Subsection 7.04(c) below, any claim, dispute or controversy including, but not limited to the interpretation of any federal statutory or regulatory provisions purported to be encompassed by this Agreement; or the enforcement of any statutory rights emanating or relating to this Agreement shall be resolved on an individual basis (and not as a part of a class action) exclusively between Contractor and PTL by final and binding arbitration to be held in Calloway County, Kentucky before the American Arbitration Association ("AAA"). The arbitration proceeding shall be governed by the following rules:

(a) A written demand for arbitration must be mailed to the other party and the AAA within one hundred twenty (120) days of the occurrence of the claimed breach or other event giving rise to the controversy or claim. Failure to make such timely demand for arbitration shall constitute an absolute bar to the institution of any proceedings and a waiver of the claim.

(b) The demand for arbitration shall identify the provision(s) of this Agreement alleged to have been breached and shall state the issue proposed to be submitted to arbitration and the remedy sought. The copy of the demand shall be sent to the American Arbitration Association; addressed to: 1750 Two Galleria Tower, 13455 Noel Road, Dallas, Texas 75240-6636 with a request that the demand be forwarded to the appropriate AAA Regional Office.

(c) This arbitration provision shall not be applicable to any controversy, dispute or claim arising out of or related to the collection of deficit balances in any Contractor's accounts with PTL in which case for which an action may be brought against Contractor by PTL in a court of law in Calloway County, Kentucky after the expiration of the 120 day period set forth in this Subsection 7.03(a) above.

(d) As to any dispute or controversy which under the terms of this Agreement is a proper subject of arbitration, no suit at law or in equity based on such dispute or controversy shall be instituted by either party other than a suit to conform, enforce, vacate, modify or correct the award of the arbitration(s) as provided by law; provided, however, that this clause shall not limit PTL's right to obtain any provisional remedy including, without limitation, injunctive relief, writ for recovery of possession or similar relief from any court of competent jurisdiction, as may be necessary in PTL's sole subjective judgment to protect its property rights.

(e) General pleading and discovery processes related to the arbitration proceeding shall comply with the Federal Rules of Civil Procedure.

(f) The arbitration proceeding shall be governed by the AAA's Commercial Arbitration Rules to the extent that such Rules are not inconsistent with any of the immediately preceding subsections of this Section 7.04; however, in all events, each party shall be responsible for its own attorneys' fees.

## **VIII. MISCELLANEOUS**

**8.01 Agency.** Neither PTL nor Contractor is the agent of the other and neither shall have the right to bind the other contract or otherwise, except as specifically provided in this Agreement.

**8.02 Merger of Understanding.** This Agreement sets forth correctly the effect of all preliminary negotiations, understandings and agreements between the parties and supersedes any and all previous agreements whether written or verbal. This Agreement and appendices shall not be modified, altered, changed or amended in any respect unless in writing and signed by both parties.

**8.03 Governing Law and Jurisdiction.** This Agreement shall be governed by laws of Kentucky and applicable Federal law not only as to interpretation and performance but also as to encompassing any and all disputes between the parties. The parties agree that any legal proceedings between the parties arising under, arising out of, or relating to the relationship created by this Agreement, including both the judicial proceedings and the arbitration proceedings discussed herein, shall be filed and maintained within the applicable judicial district that includes Calloway County, Kentucky (or as otherwise agreed to pursuant to Section 7.04 above, and each of the parties consents to personal jurisdiction as required to this Section 8.03.

**8.04 Severability.** In the event that any provision of this Agreement shall be construed as or declared to be invalid, unenforceable or unconstitutional, then said provision shall be considered severed from this Agreement to the extent of such invalidation, unenforceability or unconstitutionality. All remaining provisions of this Agreement shall remain in full force and effect.

**8.05 Waiver.** If either party fails to enforce, or waives the breach of, any term or condition of this Agreement, such action or inaction shall not operate as a waiver of any other part of this Agreement, nor of any other rights, in law or equity, or of claims which each may have against the other arising out of, connected with or related to this Agreement.


8.06 **Force Majeure.** The performance of the obligations of this Agreement on the part of either Contractor or PTL shall be excused by reason of acts of God, natural disasters, civil commotion, government interference, regulations, or other similar contingencies beyond the control of the affected party.

8.07 **Assignment.** Neither this Agreement nor any rights, interest or obligations of either party may be assigned without prior written consent of the other party except that PTL may freely assign this Agreement to an affiliated entity.

8.08 **Notices.** Any notice or communication between the parties hereto shall be addressed as follows:

If to PTL:  
Paschall Truck Lines  
Attn: Director-Contractor Relations  
3443 Highway 641 South  
Murray, Kentucky 42071  
Telephone: (270) 753-1717  
Facsimile: (270) 753-1092

If to Contractor:  
☒ 705 HARWELL DR  
BRUNSLICK, GA 31523

Telephone:   
Facsimile: \_\_\_\_\_

All notices and other communications to be given under this Agreement shall be in writing and shall be deemed to have been duly given if: (i) delivered personally; (ii) mailed by certified mail return receipt requested; (iii) sent by facsimile and confirmed by first class mail; (iv) made through Qualcomm; or (v) sent by commercial overnight courier and confirmed by proof of delivery.

8.09 **Section Headings.** All section headings in this Agreement are inserted for convenience only and shall not affect any construction or interpretation of this Agreement.

**CONTRACTOR ACKNOWLEDGES AND REPRESENTS THAT CONTRACTOR HAS READ AND FULLY UNDERSTANDS THE PROVISIONS OF THIS AGREEMENT AND HAS HAD SUFFICIENT TIME AND OPPORTUNITY TO CONSULT WITH PERSONAL FINANCIAL, TAX AND LEGAL ADVISORS PRIOR TO EXECUTING THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties hereto enter into and execute this Agreement as of the Effective Date set forth above.

PTL

By: Russ Usher

Name: Russ Usher

Title: Director of Permits

CONTRACTOR

☒ Jakes Ken Hays  
Signature

☒ FORBES KEN HAYS  
Contractor Name (Print)

☒ 705 HARWELL DR  
(Address)

☒ BRUNSLICK, GA 31523  
(City, State, Zip Code)

☒ \_\_\_\_\_  
(Fed. Tax ID No.)

The undersigned individual hereby represents that he/she personally guarantees (1) the performance by such obligations set forth in this Agreement and (2) the payment of any liabilities which CONTRACTOR may owe PTL.

☒ Jakes Ken Hays  
OWNER

☒   
SSN#

APPENDIX A  
TO  
PASCHALL TRUCK LINES, INC.  
INDEPENDENT CONTRACTOR SERVICE AGREEMENT

RATES, CHARGES, AND AUTHORIZED DEDUCTIONS

**I. RATES AND CHARGES**

The following Rates and Charges shall be applicable for the services rendered by Contractor under this Agreement and PTL will pay Contractor accordingly for the services performed at PTL's request subject to any deductions set forth in the Agreement or authorized in Section II of this Appendix A or Appendix B.

**1.01 Base Linehaul Rate.** PTL shall pay Contractor a "percentage of received linehaul and fuel surcharge revenue" of 70% as base linehaul rate. For purposes of this Appendix A the term "percentage of received linehaul and fuel surcharge revenue" shall mean all revenue (including fuel surcharge) actually received from the shippers, brokers, forwarders, consignees, or other carriers related to services performed by Contractor specific to the actual movement of freight hereunder from the point of origin to the destination reduced by: (a) the amount paid to any third party by PTL in relation to movement of the load, including without limitation, amounts paid to other carriers as a pro-rata payment for their participation in the movement of a load; or (b) any warehouse or storage charges.

**1.02 Spot Market Pricing Arrangements.** From time-to-time, Contractor and PTL may agree upon an alternate compensation arrangement relating to a particular shipment for which it is not practical to establish a specific compensation base because of the variability of time and expense associated to such assignments, which arrangement is commonly referred to as "spot market pricing". In such event, the alternative compensation arrangement will be agreed upon prior to the performance of the services and will temporarily supersede and replace the parties' agreement in terms of compensation as is otherwise agreed to in this Agreement. The different rate will only apply for the particular shipment for which such an alternative is offered and accepted. This different pricing arrangement will not, in any manner whatsoever, directly or indirectly, affect any future shipment or any other term or provision of this Agreement.

**1.03 Accessorial and Other Charges/Credits.** The amount payable to Contractor related to accessorial services will be paid as follows:

(a) **Other Charges:** All other charges for items such as multiple stop-offs; loading and unloading; lumber loading and unloading; detention/layover; reconsignment; redelivery; or authorized deadhead; etc. shall be paid to Contractor by PTL in the amounts which shall be communicated to Contractor, upon request.

Contractor must contact the dispatch agent the day that accessorial charges are incurred in order to properly document billing information. In addition, the customer must authorize the billing of the accessorial. Payment of accessorial charges is contingent upon Contractor presenting properly signed documentation issued by the customer. Charges not meeting this criteria will be reimbursed when and if paid by the customer.

(b) In the event Contractor pays a fine for which he is not liable pursuant to Section 3.04 of the Agreement, PTL will issue a credit to Contractor's settlement provided Contractor submits appropriate documentation to PTL verifying the occurrence and payment.

**II. AUTHORIZED DEDUCTIONS**

Contractor agrees to allow, and hereby authorizes, PTL from time to time, as necessary, to deduct the charges set forth in this Section II of Appendix A from amounts otherwise payable by PTL to Contractor pursuant to Article IV of the Agreement.

Contractor acknowledges that unless the amount of a charge is specifically itemized or otherwise described in the Agreement or in any appendices to the Agreement, the amount shall be (i) the retail price as established by the vendor of such goods or services, or (ii) the amount required by an underlying taxing/licensing authority, or (iii) the amount of the cost incurred by PTL related to such occurrence.

1. Any amounts which were incurred and paid for by PTL on Contractor's behalf for which Contractor is financially responsible pursuant to the following sections of this Agreement:

(a) Section 2.02 (Trailers);

- (b) Section 2.03 (Security) in the amount set forth in the Security Kit Purchase Agreement, if elected by Contractor;
- (c) Section 2.05 (Responsibility for Operating Costs and Expenses)
- (d) Section 2.06 (Tractor Identification);
- (e) Section 2.07 (Maintenance and Inspection);
- (f) Section 2.08 (Driver and Safety Compliance) including such items as the initial drug test and the initial physical, if required;
- (g) Section 2.12 (Fuel Tax);
- (h) Section 3.02 (Advances);
- (i) Section 4.03 (Contractor's Insurance Responsibilities);
- (j) Section 4.04 (Indemnification);
- (k) Article V (Customer Service and Communication) which, if Option B is elected, includes the Qualcomm installation fee of \$ 5 plus the contingent charges described in Section 5.03 and, in all events, the weekly usage fee of \$19.50;
- (l) Section 6.03 (Termination in Transit);
- (m) Section 6.04 (Contractor's Obligations Upon Termination) which includes, in addition to any other rights, remedies or claims PTL may have, the charges set forth below (if applicable) related to the failure to return certain items as required by Section 6.04;

Qualcomm Unit	\$3,000.00
License Plates	\$ 500.00
Permits pouch and/or fuel card	\$1,000.00
Spare Tire	\$ 500.00
Tire Caddy	\$ 250.00
PTL Identify Materials	\$ 500.00
Trailer Relocation Fee	\$2,500.00

2. Any fines, penalties, or violations resulting from any acts or omissions of Contractor, or Contractor's employees and/or agents, arising out of the operation of the Equipment regardless of whether such fines, penalties or other amounts are imposed or assessed upon Contractor or PTL.

3. Unauthorized charges and expenses incurred by Contractor in the PTL name, including, but not limited to, any unauthorized highway, bridge or ferry tolls, and any charges for communications, lodging, meals, fuel or repair of the Equipment or the Trailers.

4. Any other amount due to PTL by Contractor arising under this Agreement.

At Contractor's request, PTL will provide Contractor with copies of those documents necessary to determine the validity of the charge-backs above.

This Appendix A is executed and effective on this 14 day of March, 20 16, and supersedes any and all previous appendices or schedules related to Contractor's relationship with PTL.

PTL

By: Russ Usher

Name: Russ Usher

Title: Director of Permits

CONTRACTOR

[Signature]  
Signature

FORBES KERN HAYS  
Contractor Name (Print)



APPENDIX B  
TO  
PASCHALL TRUCK LINES, INC.  
INDEPENDENT CONTRACTOR SERVICE AGREEMENT

OPTIONAL INSURANCE COVERAGES AND RELATED SERVICES

★ ★ ★ THIS IS AN ELECTIVE FORM ★ ★ ★  
CONTRACTOR MAY ACCEPT OR DECLINE  
★ ★ ANY OR ALL OPTIONS PRESENTED ★ ★

To the extent that Contractor makes one or more elections under this Appendix B, Contractor agrees to allow and hereby authorizes PTL, from time to time as is necessary, to deduct from the compensation otherwise payable by PTL to Contractor pursuant to Article III of this Agreement amounts set forth with respect to the elections made.

**NON-TRUCKING LIABILITY INSURANCE**

Contractor may elect to obtain from or through Great West Casualty Company (or such other broker or insurer approved by PTL) non-trucking (bobtail/deadhead) liability insurance as required in Subsection 4.03(a) of the Agreement. If Contractor elects this non-trucking liability coverage Contractor understands and agrees that such insurance shall have combined single limit coverage of not less than \$1,000,000.00 per incident to cover losses incurred by third parties arising from the operation of the Equipment while it is not in operation on PTL business;

- (1) The current charge-per-week for non-trucking liability insurance payable to such insurer or broker is \$8.00 for each power unit. The cost for such insurance may change from time-to-time as a result of premium rate changes by the insurance company. PTL will notify the Contractor of any rate changes as the same becomes known to PTL.
- (2) PTL may, but shall not be obligated to, assist Contractor in completing the application and related forms.
- (3) In the event Contractor elects to obtain non-trucking liability insurance from or through PTL as set forth herein, PTL shall provide Contractor with a certificate of insurance. Upon the written request of Contractor, PTL shall provide Contractor with a copy of the underlying insurance policy.

           I elect the foregoing Non-Trucking Liability Insurance.

           I DECLINE the foregoing Non-Trucking Liability Insurance.

**OCCUPATIONAL ACCIDENT INSURANCE**

Contractor may elect to obtain occupational accident insurance from or through Zurich American Insurance Company (or such other source approved by PTL) covering the Contractor and any persons not included under the Contractor's workers' compensation coverage, but otherwise utilized by the Contractor in providing services to PTL. A complete explanation of benefits will be provided to Contractor prior to executing this election form.

Occupational accident insurance is not workers' compensation insurance, does not legally qualify as workers' compensation insurance, and does not provide the same coverage as workers' compensation insurance.

- (1) The current charge-per-week (per participant) for the occupational accident insurance is \$24.00. The cost for such insurance may change from time-to-time as a result of premium rate changes by the insurance company. PTL will notify the Contractor of any rate changes as the same becomes known to PTL.
- (2) PTL may, but shall not be obligated to, assist Contractor in completing the application and related forms.
- (3) In the event Contractor elects occupational accident insurance from or through PTL as set forth herein, PTL shall provide Contractor with a certificate of insurance. Upon the written request by Contractor, PTL shall provide the Contractor with a copy of the underlying insurance policy.

           I elect the foregoing Occupational Accident Insurance.

           I DECLINE the foregoing Occupational Accident Insurance.

#### BAILEE TRAILER INSURANCE

Contractor may elect to obtain from or through Great West Casualty Company (or such other broker or insurer approved by PTL) bailee trailer insurance as required in Subsection 4.03(d) of the Agreement. If Contractor elects this bailee trailer insurance coverage, Contractor understands and agrees that the amount of coverage shall be \$25,000.00 per occurrence with a deductible of \$1,000.00 per occurrence and the policy shall provide coverage when a Trailer is damaged as a result of the acts or inactions of Contractor.

- (1) The current charge-per-week for the bailee trailer insurance is \$14.00. The cost for such insurance may change from time-to-time as a result of premium rate changes by the insurance company. PTL will notify the Contractor of any rate changes as the same becomes known to PTL.
- (2) PTL may, but shall not be obligated to, assist Contractor in completing the application and related forms.
- (3) In the event Contractor elects bailee trailer insurance from or through PTL as set forth herein, PTL shall provide Contractor with a certificate of insurance. Upon the written request by Contractor, PTL shall provide the Contractor with a copy of the underlying insurance policy.

☒ I elect the foregoing Bailee Trailer Insurance.

☐ I DECLINE the foregoing Bailee Trailer Insurance.

#### PHYSICAL DAMAGE INSURANCE

Contractor may elect to obtain from or through Great West Casualty Company (or such other broker or insurer approved by PTL) physical damage insurance on the Equipment. If the Contractor elects physical damage coverage:

- (1) The current charge per year payable to such insurer or broker for physical damage insurance is .07664% of the stated value of the Equipment declared by the Contractor on the application for such insurance, payable in weekly installments after the payment in advance of two (2) months premiums. The coverage will insure the Equipment for damage up to its actual stated value arising from collision or upset.
- (2) PTL may, but shall not be obligated to, assist Contractor in completing the application and related forms;
- (3) In the event Contractor elects to obtain physical damage insurance from or through PTL as set forth herein, PTL shall provide Contractor with a certificate of insurance. Upon the written request by Contractor, PTL shall provide the Contractor with a copy of the underlying insurance policy.
- (4) If Contractor elects to obtain the foregoing physical damage insurance Contractor shall automatically appoint PTL as Contractor's attorney-in-fact, to adjust any losses and to receive, execute and/or endorse any checks or drafts and other related documents in the event Contractor is unavailable or otherwise unwilling to do so. All expenses incurred by PTL in conjunction with adjusting such loss shall be assessed to Contractor. PTL shall apply all proceeds from insurance at its sole discretion.

☒ I elect the foregoing Physical Damage Insurance.

☐ I DECLINE the foregoing Physical Damage Insurance.

#### PREPAID LEGAL SERVICES

Contractor may elect to obtain prepaid legal services through Drivers Legal Plan to represent Contractor in the event Contractor receives a driving related citation. A complete explanation of benefits will be provided to Contractor prior to executing this election form.

- (1) The current charge-per-week for prepaid legal services is \$ \_\_\_\_\_. PTL will notify the Contractor of any rate changes as the same becomes known to PTL.
- (2) PTL may, but shall not be obligated to, assist Contractor in completing the application form.

☐ I elect the foregoing Prepaid Legal Services.

☒ I DECLINE the foregoing Prepaid Legal Services.

GENERAL

NOTHING IN THIS APPENDIX B RELIEVES THE CONTRACTOR FROM PROVIDING THE INSURANCE SPECIFIED IN SECTION 4.03 OF THE AGREEMENT.

CONTRACTOR ACKNOWLEDGES AND AGREES PTL IS NOT THE INSURER UNDER THE INSURANCE REFERRED TO IN THIS APPENDIX B AND PTL MAKES NO REPRESENTATION OR WARRANTY AS TO THE TERMS, CONDITIONS, LIMITATIONS OR EXCLUSIONS UNDER THE APPLICABLE POLICIES OF INSURANCE. THE CONTRACTOR IS SOLELY RESPONSIBLE TO SATISFY HIMSELF AS TO THE EXTENT AND ADEQUACY OF SUCH INSURANCE AND AS TO THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS CONTAINED IN THE POLICIES FOR SUCH INSURANCE.

ALL INSURANCE COVERAGES SHALL BECOME EFFECTIVE AS OF THE DATE DETERMINED BY THE INSURER.

TO THE EXTENT I HAVE ELECTED TO OBTAIN INSURANCE UNDER THIS APPENDIX B, I HEREBY AUTHORIZE PTL TO (1) DEDUCT THE AMOUNT INDICATED FROM SETTLEMENT PAYMENTS OTHERWISE PAYABLE TO ME AND (2) REMIT SUCH AMOUNTS TO THE APPROPRIATE SERVICE PROVIDER.

This Appendix B is executed as of the 18th day of March, 20 16 and supersedes any and all previous appendices or schedules related to elective deductions under this Agreement.

PTL

By: Russ Usher

Name: Russ Usher

Title: Director of Payments

CONTRACTOR

→ Forbes Kern Hays  
Signature

→ FORBES KERN HAYS  
Contractor Name (Print)

On-boarding Fee Addendum

Paschall Truck Lines, Inc. ("PTL") & (X) FORBES KERN HAYS (Contractor)  
wish to modify the terms of the Independent Contractor Lease Agreement. The parties  
understand that all modifications must be in writing and signed by both parties.

Paschall Truck Lines, Inc. agrees to pay the On-boarding Fee owed to Quality Companies on  
behalf of the Contractor. The amount of the On-boarding fee will be deducted back at \$100.00  
per week until the full balance of \$500.00 is collected. The payback may be accelerated at  
PTL's discretion. If Contractor terminates the lease agreement, stops communicating with PTL,  
or fails to accept dispatch for three (3) consecutive days, the entire balance may become due  
and payable, and that amount can be deducted from any settlement owed to Contractor.

PASCHALL TRUCK LINES, INC/  
"PTL" / CARRIER

INDEPENDENT CONTRACTOR/  
OWNER OPERATOR

P O Box 1080  
Murray, KY 42071

Fax: 270-753-0828

By: Russ Usher

Russ Usher  
(Printed Name)

(X) FORBES KERN HAYS  
(Name)  
705 HARWELL DRIVE  
(Address)  
BRUNSWICK, GA 31523  
(City, State Zip)

(X) Forbes Kern Hays  
(Signature)  
(X) FORBES KERN HAYS  
(Printed Name)

The undersigned individual hereby represents that he/she personally guarantees (1) the performance by such  
obligations set forth in this Agreement and (2) the payment of any liabilities which CONTRACTOR may owe PTL.

(X) Forbes Kern Hays  
NAME

(X) SSN# Redaction

MAINTENANCE RESERVE ACCOUNT ADDENDUM  
TO  
PASCHALL TRUCK LINES, INC.  
INDEPENDENT CONTRACTOR  
SERVICE AGREEMENT

This Maintenance Reserve Account Addendum ("Addendum") is entered into in Calloway County, Kentucky by and between James Kern Hays ("Contractor") and Paschall Truck Lines, a corporation having an office in Murray, Kentucky ("PTL"), and is effective as of 3/16, 2016 ("Effective Date").

WHEREAS, Contractor and PTL entered into an Independent Contractor Service Agreement ("Agreement") effective as of 3/16, 2016 pursuant to which Contractor provides a truck power unit to PTL and renders certain transportation services required by PTL customers;

WHEREAS, Contractor has leased a tractor power unit from an unrelated third party equipment source for purposes of providing the necessary services to PTL pursuant to the Agreement; and

WHEREAS, Contractor desires to establish a maintenance reserve account to be administered by PTL in order to provide the financial resources for future maintenance costs to be incurred with respect to the truck power unit.

NOW, THEREFORE, intending to be legally bound by the terms of this Addendum, Contractor and PTL mutually agree as follows:

1. The Agreement is hereby amended by adding a new Section 8.10 as follows:

**8.10 Maintenance Reserve Account.** PTL agrees to establish and administer a maintenance reserve account to assist Contractor in providing the financial resources for future maintenance costs to be incurred with respect to the Equipment, as defined in Section 2.01 of the Agreement. Contractor agrees to adhere to the provision set forth below regarding the maintenance reserve account established and administered by PTL. This maintenance reserve account shall be referred to as the "MRA."

(a) Funding the MRA. The MRA shall be funded by weekly deposits of a minimum of \$\_\_\_\_\_ which shall be made through settlement deductions from the compensation Contractor is otherwise entitled to receive from PTL and Contractor hereby authorizes PTL to deduct such amount and deposit it in the MRA. Contractor may elect to have additional amounts deposited into the MRA by notifying PTL.

(b) Withdrawal from the MRA. To the extent Contractor intends to use funds held in the MRA for maintenance or repair to the Equipment, rather than financial resources from a source unrelated to PTL, Contractor agrees to communicate with PTL regarding (i) the nature and the estimated cost of the proposed maintenance or repair, and (ii) the current balance held in the MRA. Thereafter, based upon Contractor's communication, PTL will arrange for the release said amount payable to the vendor that supplied the maintenance services. In no event during the

Term of the Agreement shall PTL render any payment payable directly to Contractor unless accompanied by an approved invoice or work order. PTL shall issue payment only to the extent that there is a positive balance in the MRA.

(c) Accounting and Cost of Administration. An accounting of the MRA shall be provided to Contractor on a regular interval showing all of the deposits, withdrawals and/or charge-backs. In the event Contractor disagrees with any deposit or withdrawal or charge-back entry, Contractor shall notify PTL immediately. Contractor shall be promptly provided copies of those documents which are necessary to determine the validity of the deposit, withdrawal or charge-back entry.

Interest shall accrue on the balance in the MRA. Such interest shall be at a rate of 2% per annum or a rate equal to the average yield on a 13-week U.S. Treasury bill on the first auction date during the calendar quarter when the interest period begins, whichever is greater. Interest shall be credited to the balance in the MRA no less frequently than on a quarterly basis.

(d) Application of Funds and Disbursement Upon Termination. Contractor acknowledges that PTL has the right, pursuant to this Addendum, to set-off against amounts held in the MRA to recoup any amounts Contractor may owe PTL under this Agreement. At such time as accounts are settled between PTL and Contractor following the termination of this Agreement, the MRA shall first be applied to reduce any indebtedness or other amounts owed by Contractor to PTL. Any excess amount remaining in the MRA shall be remitted to Contractor within forty-five (45) days of the termination of this Agreement.

2. In the event there is a conflict between any term or provision contained in this Section 8.10 of the Agreement and any other term or provision contained in the Agreement, the provision set forth in this Section 8.10 of the Agreement shall control and take precedence.

IN WITNESS WHEREOF, the parties hereby enter into and execute this Addendum as of the Effective Date set forth above.

PTL

By: Russ Usher

Name: Russ Usher

Title: Director of Permits/Leasing

CONTRACTOR

(X) Forbes Kern Hays  
Signature

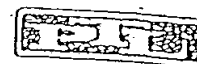
(X) FORBES KERUHAYS  
Contractor Name (Print)

(X) 705 HARWELL DR  
(Address)

(X) BRUNSWICK, GA 31523  
(City, State, Zip Code)

(X)  
(Fed. Tax ID No.)





PASCHALL TRUCK LINES, INC.  
• 3443 Highway 641 South • P.O. Box 1889 • Murray • Kentucky 42071  
Telephone: 270•753•1717

ADDENDUM A  
TO INDEPENT CONTRACTOR AGREEMENT

PTL will make available free of charge to LESSOR a "PrePass" Transponder to be used by LESSOR while under dispatch to PTL. This transponder will allow the LESSOR to use the "PrePass" scale bypass system and the EZPass toll bypass system. PTL will pay all charges monthly transponder fees and all toll charges incurred while the unit is under dispatch to PTL.

LESSOR will be responsible for the return of the assigned transponder to PTL upon termination of the lease. LESSOR agrees that if the assigned transponder is not returned to PTL upon termination of the lease, that he/she authorizes PTL to deduct \$500.00 from the final settlement to cover the cost of the transponder.

Transponder Identification Number:

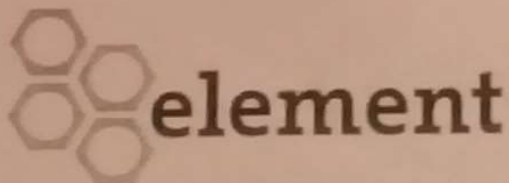
PrePass # \_\_\_\_\_

EZPass # \_\_\_\_\_

LESSOR Signature, *James Kevin Hays*

Date: 3/16/2016

1-C



## Individual Program Lease Agreement

This Individual Program Lease Agreement (the "Agreement") is made and entered into this 20 day of October 2015 ("Effective Date"), by and between Carter, Gale S. ("Lessee"), and Element Financial Corp ("EFC" or Lessor), a Delaware Corporation with its principal place of business located at 655 Business Center Drive, Horsham, PA 19044.

WHEREAS, EFC is in the business of providing customized leasing programs to various vehicle dealers, fleet operators, and individual owner-operators; and

WHEREAS, Lessee is such an individual owner-operator ("Operator") and, has entered into an Independent Contractor Agreement, or similar agreement, with an approved EFC carrier ("Carrier"), and has otherwise been qualified and approved by Carrier to enter into this Agreement.

WHEREAS, Lessee now wishes to lease from EFC a vehicle or vehicles, ("Vehicle(s)"), as specified in Schedule AB, to be operated solely as part of Carrier's fleet, under the terms and conditions specified herein.

1. **VEHICLES.** Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor the Vehicle(s) for the Lease Term set forth in Schedule AB until completion of this Agreement.
2. **TERM.** The Lease Term shall commence on the first day of the month subsequent to the delivery date of the Vehicle(s) or three (3) days subsequent to written notice to Lessee that the Vehicle(s) is available for delivery, whichever shall occur first ("Commencement Date"). The interim lease term, if applicable, is the period beginning with the Commencement Date and continuing until the 1st day of the following month. Following successful completion of the Lease Term and payment of all payments including the End of Term Payment set forth in Schedule AB, Lessor shall deliver the title to said Vehicle(s) free and clear of all liens and encumbrances.
3. **DELIVERY.** Lessor shall deliver to Lessee and Lessee shall accept delivery of each Vehicle at the Delivery Location set forth in Schedule AB. When delivered to Lessee each Vehicle shall comply with all applicable federal safety standards in effect at the earlier of the manufacture date of the Vehicle(s) or the date hereof. Upon delivery, Lessee or its agent shall sign Schedule AB which shall in addition be used for the purpose of identifying the Vehicles, establishing the Vehicle(s) Delivery Date and documenting Vehicle(s) Condition.

4. **USE AND OPERATION.** Lessee warrants that during the term of this Agreement: (a) Lessee shall use the Vehicle(s) only for providing transportation services for the Carrier identified herein; (b) the Vehicle(s) shall be used only in the Continental United States and Canada and only for the transportation and/or storage of general commodities (the "Products"); (c) the Vehicle(s) shall not be operated by any person other than agents or employees of Lessee, each warranted to be a careful, dependable operator not operating under the influence of alcohol or drugs, with a valid license to operate such Vehicle(s); (d) Lessee shall use each Vehicle designated as a storage Vehicle for storage purposes only; (e) Lessee shall comply with all current and future statutes, regulations, rules, ordinances and orders of any governmental or quasi-governmental entity, including without limitation environmental statutes, regulations, rules, ordinances and orders, affecting the use, operation or maintenance of the Vehicle(s) (collectively "Applicable Laws"); (f) Lessee shall comply with the Vehicle manufacturer's loading limitations and avoid abusive handling and concentrated or excessive loads; and (g) Lessee shall provide Lessor with any Vehicle operation data as may be required by any governmental agency and such data shall be true and accurate.
5. **HOLD HARMLESS.** Lessee shall indemnify and hold Lessor harmless from: (a) any loss or damage Lessor may sustain as a result of any damage to or loss of any Vehicle(s) due to any cause, including without limitation collision, fire, lightning, theft, explosion, flood, windstorm, or Act of God; (b) any loss or damage to the property, including cargo, of any third person as a result, in whole or in part, of the use or condition of any Vehicle(s); (c) any loss, claim, liability, damages, expense or disbursement, penalty or fine, disposal, remediation or corrective action cost, or forfeiture or seizure that may arise in whole or in part from the use or condition, actual or alleged, of any Vehicle(s) or the failure, actual or alleged, of Lessee to use and maintain any Vehicle(s) as provided under this Agreement and in compliance with Applicable Laws; (d) any claim, lien or liability arising from work performed or for materials supplied in connection with the operation or maintenance of any Vehicle(s); (e) any claim, fine or penalty assessed against EFC or its affiliates arising from Lessee's use of any Vehicle(s), including, but not limited to, traffic citations, equipment violations and toll violations, which Lessee hereby agrees to promptly pay upon receipt thereof. Lessee's duty to indemnify hereunder shall survive termination of this Agreement.
6. **INSURANCE.** Lessee shall at its sole cost and expense procure, and keep in full force and effect from the initial Vehicle Delivery Date until the return of all Vehicle(s), a valid and pre-paid business auto or truckers insurance policy covering hired autos and trailers for bodily injury and property damage liability



including collision and comprehensive coverage for physical damage and a comprehensive general liability policy providing for contractual liability coverage for hold harmless agreements, both satisfactory to Lessor with a combined single limit of one million dollars (\$1,000,000) or, if the Products contain acceptable hazardous materials, a combined single limit of five million dollars (\$5,000,000) per occurrence/twenty-five million dollars (\$25,000,000) aggregate per year, and an environmental impairment liability endorsement equal to the combined single limit per occurrence. Insurance may be provided through the Carrier identified herein, but Lessee shall remain primarily liable for such insurance coverages and to ensure that such coverages remain in full force and effect. Prior to the initial Vehicle Delivery Date, Lessee shall provide to Lessor a valid certificate of insurance, which shall become part of this Agreement, naming Lessor as "Additional Insured" and "Loss Payee," evidencing insurance coverage as set forth herein and requiring thirty (30) days notice to Lessor prior to cancellation or material change. Lessee shall provide Lessor with prompt written notification of any Vehicle(s) that may give rise to claims against Lessor.

7. **SAFETY INSPECTIONS.** Lessee shall be solely responsible for ensuring that each Vehicle is in compliance with all applicable safety regulations. Lessee shall perform and pay for all required safety inspections and shall maintain proper documentation evidencing said inspections. Lessee shall indemnify and hold Lessor harmless from and against any fines, forfeitures, or penalties which may arise from Lessee's non-compliance with the provisions of this Section.
8. **LICENSES.** Lessee, at its sole cost and expense shall procure licenses and registrations required for the lawful operation of each Vehicle in the states or provinces set forth in Schedule AB. Increases in license and registration fees during the Lease Term shall be the responsibility of Lessee and shall be billed to Lessee at the beginning of each license period. If registration or testing is required during the Lease Term, Lessee shall deliver the Vehicle(s) to the test stations during the required testing period and take possession of the Vehicle(s) upon the conclusion of registration and/or testing for the remaining Lease Term.
9. **TAXES.** In addition to the lease and other payments as provided hereunder, Lessee shall pay, or reimburse Lessor for payment of, any and all fees, fines, penalties and sales and use taxes including, but not limited to, value added taxes and personal property taxes or other direct taxes levied against or based upon the price or value of the Vehicle(s) or their use or operation, or levied against or based upon the lease payments paid or to be paid hereunder, and any other taxes levied against or based upon this Agreement or the executing, filing, recording or performance thereof. The term "direct taxes" as used herein shall include all taxes

(except income taxes of Lessor), charges, and fees levied, assessed, or charges by any taxing authority.

**10. RATE AND BILLING.**

- A. Lessee shall pay Lessor for the use of each Vehicle in advance at the rates as set forth in Schedule AB. Lessor reserves the right to consolidate invoices for Vehicle(s) leased hereunder.
- B. In the event Lessee shall have additional drivers operating the Vehicle, Lessee shall pay the Lease Payments plus the Lease Payment-Additional Driver as set forth on Schedule AB during the period of time there are additional drivers operating the Vehicle. The Lease Payment-Additional Driver payments will compensate Lessor for the additional mileage and depreciation associated with the additional drivers. Each Lease Payment-Additional Driver payment will be applied to the remaining Lease Payments beginning with the last Lease Payment and then to preceding Lease Payments in reverse order of payment.
- C. Other charges due Lessor under this Agreement shall be billed to Lessee when incurred. Lessee shall pay all invoices at or before the invoice date without set-off or deduction. If Lessee fails to pay any amount when due, Lessee shall pay a late charge of the lesser of 1 ½% per month (18% per annum compounded monthly) if not paid when due. Payments received by Lessor after the due date shall be applied first to the most recent invoices issued to Lessee without regard to Lessee's instructions. Invoices shall be sent to the Billing Address set forth in Schedule AB or to such other address as Lessee may instruct Lessor in writing. Lessor reserves the right to offset any amount owed Lessee by any amount due Lessor hereunder.
- D. Upon such payment of all such payments and charges due hereunder at the end of the Lease Term, Lessor shall deliver title to said Vehicle(s) free and clear of all liens and encumbrances.
- E. Lessee agrees to enroll in settlement deduction program, whereby all amounts due to EFC shall be automatically deducted from Lessee's settlements with Carrier on a weekly basis. Lessee understands EFC shall credit such payments to such lease payments and any other monies due under this Agreement.
- F. Lessee shall also be billed a weekly Refundable Security Deposit Accrual, in the amount set forth in Schedule AB ("Security Deposit Accrual"). Lessor will retain Security Deposit Accruals to insure Lessee's performance of Lessee's obligations. Any Security Deposit Accruals may be comingled and do not earn interest. In the event Lessee satisfies its payment obligations under this Agreement and either acquires title to the Vehicle(s) or returns the Vehicle(s) in acceptable condition pursuant to the terms and conditions set forth in Section 18B, the Security Deposit Accruals will be returned to Lessee within ten (10) business days. In the event Lessee fails to satisfy its payment obligations, the Security Deposit Accruals shall be forfeited by



Lessee and applied by Lessor to cover the cost of repairs and maintenance necessary to re-lease or sell the Vehicle(s); to cure any defaults; and to cover any unpaid costs and expenses associated with its Operator – Carrier leasing program. In the event Lessee satisfies its payment obligations, but returns the Vehicle(s) in an unacceptable condition, Lessor may apply all or a part of the Security Deposit Accruals to the cost of repairs and maintenance necessary to re-lease or sell the Vehicle(s) at its then market value, and return the remaining balance of Security Deposit Accrual(s) to Lessee.

11. **EVENTS OF DEFAULT.** The occurrence of one or more of the following shall constitute an Event of Default: (a) Lessee shall cease using the Vehicle(s) for providing transportation services for the Carrier identified herein; (b) Lessee fails to pay when due any lease payments or any other payment under this Agreement; (c) Lessee fails to perform any other term or condition of this Agreement and such failure remains unremedied for more than ten (10) days after Lessor has requested Lessee to perform; (d) Lessee or any guarantor of Lessee (i) becomes insolvent, (ii) commits an act of bankruptcy, (iii) becomes subject to any voluntary or involuntary bankruptcy proceedings, (iv) makes an assignment for the benefit of creditors, (v) appoints or submits to the appointment of a receiver for all or any of its assets, (vi) admits in writing its inability to pay its debts as they become due, or (vii) enters into any type of voluntary or involuntary liquidation; (e) Lessee defaults under any other agreement with Lessor or any affiliate of Lessor; or (f) any letter of credit, guaranty or other security given to secure the performance of this Agreement shall expire, terminate or become worthless in the opinion of Lessor. given to secure the performance of this Agreement shall expire, terminate or become worthless in the opinion of Lessor.
12. **REMEDIES UPON DEFAULT.** Upon any Event of Default, Lessor may, at its option and without demand or notice to Lessee, do any one or more of following: (a) pay all amounts required to be paid or perform or cause to be performed all obligations required to be performed by Lessee hereunder and charge Lessee as additional rent the amount paid or the reasonable value of all services performed therefore; (b) take immediate possession of the Vehicles in accordance with the provisions of Section 14; (c) declare the entire balance of lease payments for the remainder of the Lease Term and the End of Term value as set forth in Schedule AB immediately due and payable by acceleration and recover such amount as liquidated damages, the reasonableness of such damages being acknowledged by Lessee; or (d) terminate the Agreement and Lessee's rights hereunder and require Lessee at its sole cost to promptly return the Vehicle(s) to Lessor at such locations as Lessor may designate. It is understood and agreed that in the event Lessee returns the Vehicle(s) or the Vehicle(s) are repossessed by Lessor and the Lessor sells or re-leases the Vehicle(s), Lessee shall have no right to share in any of the sale or lease proceeds. If Lessee is in default of the Agreement or any other agreement with Lessor, Lessee shall be

declared in default of all existing agreements between Lessee and Lessor. No termination, repossession or other act by Lessor after default by Lessee shall relieve Lessee from any of its obligations hereunder. In addition, Lessee shall pay to Lessor on demand the unamortized portion of any expense associated with any Vehicle(s) and all fees, costs and expenses incurred by Lessor in enforcing its rights hereunder including, without limitation, reasonable attorney's fees. The remedies provided in favor of Lessor shall be cumulative and in addition to all other remedies provided in the Agreement or existing at law or in equity.

13. **REPOSSESSION.** If an Event of Default has occurred and is continuing, Lessor shall have the right to enter upon any premises where Vehicle(s) are located and take immediate possession of and remove such Vehicle(s) and shall be deemed Lessee's agent for such purposes. If Lessor takes possession of any Vehicle(s) with other property contained in, upon or attached to such Vehicle(s), Lessor may take possession of such property and hold it in Lessor's possession or in public storage for the account and at the expense of Lessee or dispose of such property with no further liability. Lessee will also be responsible for all storage and associated charges related to recovery of Vehicle(s) including repair of Vehicle(s) to its original state at time of the signed Agreement.
14. **LESSEE OWNERSHIP; FINANCIAL CONDITION.** If ownership of Lessee changes, or there is a disposition of a substantial portion of Lessee's assets or a substantial change in Lessee's financial condition at any time during the Agreement term, Lessee shall promptly notify Lessor thereof and Lessor may terminate this Agreement and demand prompt return of the Vehicle(s) or require from Lessee additional financial security or assurances including but not limited to, cash deposits, letters of credit, escrow accounts and guarantees as a condition to maintaining this Agreement in full force and effect. If Lessor terminates the Agreement, Lessee shall pay all outstanding invoices and other charges set forth herein.
15. **WARRANTY.** Lessee acknowledges receipt of each Vehicle in good and satisfactory condition. **LESSOR HAS MADE NO REPRESENTATIONS OR WARRANTIES AS TO ANY MATTER WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE WITH RESPECT TO ANY VEHICLE(S), MAINTENANCE OR REPAIR WORK.** Lessor shall make available to Lessee the warranty benefits provided by the Vehicle's manufacturer.
16. **LIMITATION OF LIABILITY.** Lessor shall not be liable in connection with the Agreement for incidental, special, indirect, consequential or exemplary damages of any kind, including without limitation, lost profits and business interruption damages, suffered by Lessee or any other party. Lessee shall indemnify and hold Lessor harmless from and against all claims arising out of



any such losses or damages. No right of Lessor under this section may be waived unless in writing and signed by a corporate officer of Lessor.

17. **LESSEE'S PAYMENT OBLIGATION.** Upon the termination of the Agreement for any reason whatsoever, Lessee's payment obligations under the Agreement shall not cease until all payments and charges due hereunder have been paid in full. For any Vehicle(s) lost, stolen totally destroyed or determined by Lessor to be damaged beyond reasonable cost of repair, Lessee shall pay Lessor the remaining balance due under this Agreement including the End of Term value as set forth in Schedule AB. There shall be no abatement of lease payments and charges until said Vehicle has been returned to Lessor properly repaired, replaced, or Lessor is compensated as provided herein.

18. **TERMINATION AND PURCHASE.**

A. Purchase Option. Upon successful completion of all terms and conditions of the Agreement, including payment of all lease payments and charges due hereunder, Lessee shall have the option of purchasing the Vehicle(s). In order to exercise such option, Lessee shall notify Lessor at least thirty (30) days prior to the date of termination of the lease of his intent to purchase the vehicle. The purchase price shall be the End of Term value as stated in Schedule AB. Lessor shall deliver title to said Vehicle(s) free and clear of all liens and encumbrances. Upon payment of the purchase price, Lessee shall immediately transfer said title out of the name of Lessor.

B. Return Option. If Lessee fails to purchase the Vehicle(s) as provided herein, upon completion of the Agreement, Lessee shall return said Vehicle(s), at Lessee's sole cost and expense, to such location as specified by Lessor. Upon such return, the Vehicle(s) shall be: (a) cleaned or steam-cleaned as applicable and treated with respect to rust, corrosion and appearance in accordance with manufacturer's recommendations and consistent with the best practices of dealers in used equipment similar to the Vehicles; (b) free of all advertising and insignia placed thereon by Lessee; and, (c) mechanically and structurally sound, capable of performing the functions for which it was originally designed and able to operate within the original specifications and tolerances with no loss of power and, if applicable, no excessive emission of exhaust at ignition or starting of the machinery.

19. **ASSIGNMENT.** Lessee shall not sublet the Vehicle(s) nor assign or transfer this Agreement without Lessor's prior written permission, in which event Lessee's obligations under this Agreement shall continue in full force and effect.

20. **TITLE/FINANCING STATEMENTS.** Lessor shall retain title to said Vehicles during the term of this Agreement. Lessee nonetheless hereby grants

to Lessor a security interest in each Vehicle to secure the payment and performance of Lessee's obligations under this Agreement. Lessee acknowledges that this Agreement grants security interest in each Vehicle and the proceeds received therefrom as set forth and enforceable under the Uniform Commercial Code ("UCC"). Lessee hereby authorizes Lessor or its agents or assigns to sign and execute on its behalf any and all UCC forms, amendments and statements required to perfect the security interest granted herein.

21. **LESSOR IDENTIFICATION.** Lessor reserves to itself, its successors and assigns, at all times during the Lease Term, the right to place and maintain in one or more locations upon each Vehicle Lessor's or its designee's name, logo, or similar designation.
22. **LIENS AND ALTERATION.** Lessee shall keep each Vehicle free from any liens, claims or encumbrances and Lessee shall not, without Lessor's prior written consent, make or suffer any changes, alterations, or improvements in or to said Vehicle or remove therefrom any parts, accessories, attachments or other equipment. All Vehicle alterations and improvements shall become the property of Lessor upon the termination of this Agreement.
23. **NOTICES.** All notices given pursuant to this Agreement shall be in writing and may be hand delivered or mailed by registered or certified mail, return receipt requested. Notices sent by facsimile or electronic mail with confirmation of actual receipt will also meet any requirement for written notice under this Agreement. All notices shall be delivered or sent to the address for each party set forth herein, or to such other address as either party notifies the other of in accordance with the terms of this provision. Notices shall be deemed to have been given upon receipt or refusal to accept by the party to which the notice is delivered or sent. Notices shall be sent to the following person/address:

**To Lessor:**

Element Financial Corp  
Attn: Element Trans Asset Trust  
655 Business Center Drive  
Horsham, PA 19044

**With a copy to:**

\_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



To Lessee:

Carter, Gale S.

Horn Lake, MS 38637

24. **RELATIONSHIP BETWEEN LESSEE AND LESSOR.** Lessee and Lessor each represents and warrants to the other that it is an independent contractor with no authority to contract for the other or in any way to bind or to commit the other to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of the other. Under no circumstances shall either party, or any of its employees, hold itself out as or be considered an agent employee, joint venturer, or partner of the other, and neither party shall have any duty to provide or maintain any insurance or other employee benefits on behalf of the other or its employees.
25. **GOVERNING LAW.** This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of laws provision. Any action or litigation of any kind whatsoever in connection with this Agreement shall be adjudicated in a court of competent jurisdiction located in Pennsylvania. The Lessee hereby consents to the jurisdiction of such courts and to service of process by any means authorized by Pennsylvania or Federal law and hereby waives the right to transfer the venue of any such litigation or action.
26. **ADVERTISING.** Neither party shall use the name of or refer to the other party or any of its affiliates directly or indirectly in any advertisement, news release or professional or trade publication without receiving prior written approval from the other party.
27. **NON-WAIVER.** Failure by either party to insist upon the other party's performance under this Agreement or to exercise any rights or privilege herein shall not be a waiver of any of the rights or privileges provided for in this Agreement.
28. **ASSIGNMENT/MODIFICATION OF AGREEMENT.** Lessor may without notifying Lessee, sell, assign or transfer this Agreement and its interest in the Vehicle(s). In that event, the new owner (and any subsequent owners) will have the same rights and benefits that Lessor now has, but will not have to perform any of Lessor's obligations. Lessee agrees that the new owner will not be subject to any claims, defenses or set-offs that Lessee may have against Lessor. If Lessee is given notice of a new owner of this Agreement, Lessee agrees to respond to any requests about this Agreement and, if directed by Lessor, to pay the new owner all lease payments and other amounts due under this Agreement. No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the Parties.

29. **SEVERABILITY.** If any of the provisions of this Agreement are held to be unenforceable or invalid by any arbitrator or court or tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby and the rights and obligations of the parties under this Agreement shall be reduced only so much as necessary to remove the illegality.
30. **ENTIRE AGREEMENT.** This Agreement, including all referenced documents and appendices, constitute the entire agreement of the parties with reference to the subject matter hereof, and there are no other agreements of any kind, including written or oral, between the parties. The terms of this Agreement may not be changed, waived or modified except by written agreement signed by both parties specifically stating that such writing is an amendment to this Agreement.

*Signature Page to Follow*



IN WITNESS WHEREOF, Lessee and Lessor have executed this Agreement in duplicate, each copy for all purposes to be deemed an original, as of the date first above written. Lessee agrees to be bound by an electronic copy of this Agreement and the electronic copy shall be considered the original and shall be the binding agreement for purposes of any enforcement action hereunder.

Carter, Gale S.

(Lessee)

X Gale S. Carter  
Signed

Element Financial Corp

(Lessor)

[Signature]  
Signed

X Gale S. Carter  
Printed

Robert Davis

Printed

X Owner Operator  
Title

Agent

Title

## SCHEDULE AB (continued)

Carrier:	PTL
Lease Number:	ELE-00-13968
Lessee Name:	Carter, Gale S.
SSN:	[REDACTED]

Payment Type	Unit	Year	Make	Model	VIN	Payment	Term	Down	End of Term
Lease Payment	GN287986	2016	International	ProStar	3HSDJAPR0GN287986	\$622.87	364	0	FPOCUST - \$1
Security Deposit Amount	GN287986	2016	International	ProStar	3HSDJAPR0GN287986	\$37.13	364	0	FPOCUST - \$1

Terms:	Weekly
Start Date:	November 6, 2015
End Date:	October 28, 2022
Title:	Lessor Holds Title Until Completion of Lease

**FPOCUST**

**\$1.00**

\*\*\*At end of lease payment period, this amount must also be paid to receive title to Vehicle(s).

## Other Payments

	Payment	Term
Physical Damage Insurance	\$0.00	364
Bobtail/NTL Insurance	\$0.00	364
Total Insurance Payment	\$0.00	364
Quality Business Advisors	\$0.00	364
Total Weekly Payment	\$660.00	364

Carter, Gale S.

LESSOR



Carter, Gale S.

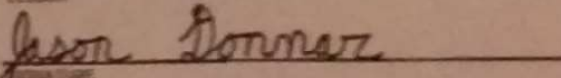
NAME

October 20, 2015

DATE

Element Financial Corp.

LESSOR



Jason Donnar

NAME

October 20, 2015

DATE

# SCHEDULE AB

Carrier:	PTL
Lease Number:	ELE-00-13968
Lessee Name:	Carter, Gale S.
SSN:	[REDACTED]

Payment Type	Unit	Year	Make	Model	VIN	Payment	Term	Down	End of Term
Lease Payment	GN287986	2016	International	ProStar	3HSDJAPR0GN287986	\$622.87	364	0	FPOCUST - \$1
Security Deposit, Accrual	GN287986	2016	International	ProStar	3HSDJAPR0GN287986	\$37.13	364	0	FPOCUST - \$1

Terms:	Weekly
Start Date:	November 6, 2015
End Date:	October 28, 2022
Title:	Lessor Holds Title Until Completion of Lease

If End of Term Option is selected as TRAC then:

Upon the expiration of the Lease Term and return of the Vehicle(s) on or before the expiration of the Lease Term pursuant to the terms and conditions of the Agreement, a "Terminal Rent Adjustment" shall be paid in the amount of the difference between (a) the net proceeds realized by Lessor from the sale of the Vehicle(s), after deduction of (i) the expenses of such sale, if any, and (ii) all sums due hereunder as of the expiration of the Lease Term (the "Realized Value") and (b) the End of Term value ("TRAC Amount") for such Vehicle(s) set forth in Schedule AB. If the Realized Value of such Vehicle(s) is less than the TRAC Amount, Lessee shall pay the Terminal Rent Adjustment to Lessor. If the Realized Value of such Equipment is greater than the TRAC Amount, Lessor shall retain the Terminal Rent Adjustment. For such Vehicles not sold within thirty (30) days of the expiration of the Lease Term, Lessee shall upon receipt of Lessor's invoice pay Lessor a Terminal Rent Adjustment in the amount of such Vehicle(s) TRAC Amount. Lessor shall reimburse Lessee in the amount of the Realized Value (up to the TRAC Amount) for any such Vehicle(s) subsequently sold.

If any Vehicle(s) is not returned in the condition required by the Lease Agreement, Lessee shall purchase the Vehicle(s) for the TRAC Amount with payment in full due on or before the expiration of the Lease Agreement.

Lessee certifies to Lessor

- 1) Lessee intends that more than 50 percent of the use of the Vehicle(s) is to be in its trade or business; and
- 2) Lessee has been advised and agrees that **LESSEE WILL NOT BE TREATED AS THE OWNER OF THE VEHICLE FOR FEDERAL INCOME TAX PURPOSES.**

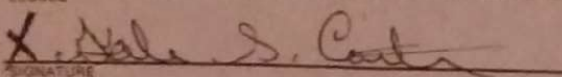
Lessee agrees to indemnify Lessor pursuant to the indemnity provisions of the Agreement for any claims, losses, costs, damages, and expenses, including legal fees, of whatsoever kind and nature, resulting from Lessee's breach of the above representation and certification.

This Schedule AB dated as of 10/20/2015 is hereby made part of that certain Individual Program Lease Agreement dated 10/20/2015 ("Agreement") between Element Financial Corp ("Lessor") and Carter, Gale S. ("Lessee").

All of the terms and conditions of the Agreement are incorporated and made a part hereof.

A photocopy, facsimile copy, scanned copy or other electronic copy of this document shall be accepted as a legal binding agreement.

Carter, Gale S.

LESSEE  
  
 SIGNATURE

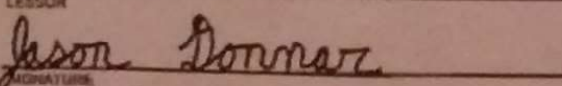
Carter, Gale S.

NAME

October 20, 2015

DATE

Element Financial Corp

LESSOR  
  
 SIGNATURE

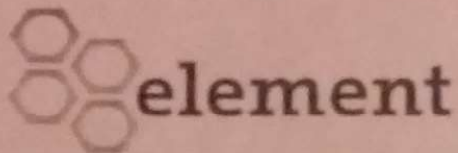
Jason Donner

NAME

October 20, 2015

DATE





## SETTLEMENT DEDUCTION AGREEMENT

This Settlement Deduction Agreement ("Agreement") is entered into this 20 day of October, 20 15 ("Effective Date"), by and between Carter, Gale S. ("Contractor") and Element Financial Corp. ("Lessor"), a Delaware corporation, with its principal place of business located at 655 Business Center Drive, Horsham, PA 19044.

WHEREAS, Contractor purchased or is leasing from Lessor a tractor identified below and intends to operate said tractor pursuant to an agreement with Carrier; and

WHEREAS, the parties hereto desire to set forth their agreement with respect to deductions from Contractor's settlement payments from PTL ("Carrier") and subsequent forwarding of such deductions to Lessor *or Lessor's servicing agent* for application to amounts due and owing Lessor by Contractor.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Contractor hereby expressly requests and authorizes Carrier to (a) deduct from settlements otherwise due Contractor from Carrier the weekly amount reflected below (the "Deductions") when available, and (b) thereafter remit to Lessor such amounts on a weekly basis. Contractor hereby authorizes such fee to be deducted from Contractor's settlement payments on a weekly basis. Contractor shall provide Carrier with a copy of this Agreement.

Contractor and Lessor acknowledge that Carrier provides settlement deductions to Contractor and Lessor as a convenience to both. In the event that sufficient funds are not available to make the deductions as scheduled, Contractor and Lessor understand that Carrier is under no obligation to make any remittances on Contractor's behalf, and that defaults and/or penalties in obligations may occur. To the extent that monies due Contractor become available at a later date, Contractor authorizes Carrier to withhold sufficient funds at that time to cover unsatisfied, scheduled deduction requests. Contractor and Lessor understand that this deduction will be last in priority relative to all other deductions from Contractor's settlements.

2. Contractor and Lessor agree to indemnify and hold harmless Carrier for and from any and all claims or disputes arising out of or related to the obligations of Contractor or Lessor pursuant to the purchase or lease of the Tractor, including but not limited to deficiencies between amounts withheld from settlement payments otherwise due Contractor and Contractor's payment obligations to Lessor.

Carrier shall have no liability for failure to remit any such payments to Lessor, or for remitting amounts which do not meet Contractor's obligations of payment to Lessor.

3. Contractor and Lessor acknowledge and agree that settlement deductions pursuant to this Request for Deductions may only be discontinued by Contractor in the event the agreement between Carrier and Contractor is terminated and upon Contractor's thirty (30) day advance written notice to Carrier and Lessor.

This Request for Deductions is entered into by the authorized representatives of the parties and as of the date indicated below.

**LESSOR**

By: Jason Donnar  
Title: Agent

**CONTRACTOR**

By: X. John D. Cuth  
Title: O/O (Owner Operator)

Contractor's Weekly Payment Amount: \$ 660.00

Weekly Truck Payment: \$ 622.87

Weekly Fee Payment: \$ 37.13

Additional Weekly Fees: \$ 0.00

**Tractor Identification:**

Year 2016

Make International

Model ProStar

VIN 3HSDJAPR0GN287986



1-D





## Gate Pass

Drivers Name Forbes Hays

VIN 1XKAD49X3CJ305043

Date 3-18-2016

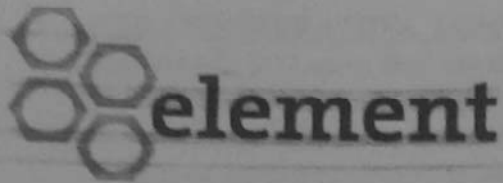
Leasing Agent Signature Sabrina Woodson

Sabrina Woodson

Printed Name

QUALITY

877-597-5432



## Individual Program Lease Agreement

This Individual Program Lease Agreement (the "Agreement") is made and entered into this 18 day of March 2016 ("Effective Date"), by and between Hays, Forbes ("Lessee"), and Element Financial Corp ("EFC" or Lessor), a Delaware Corporation with its principal place of business located at 655 Business Center Drive, Horsham, PA 19044.

WHEREAS, EFC is in the business of providing customized leasing programs to various vehicle dealers, fleet operators, and individual owner-operators; and

WHEREAS, Lessee is such an individual owner-operator ("Operator") and, has entered into an Independent Contractor Agreement, or similar agreement, with an approved EFC carrier ("Carrier"), and has otherwise been qualified and approved by Carrier to enter into this Agreement.

WHEREAS, Lessee now wishes to lease from EFC a vehicle or vehicles, ("Vehicle(s)"), as specified in Schedule AB, to be operated solely as part of Carrier's fleet, under the terms and conditions specified herein.

1. **VEHICLES.** Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor the Vehicle(s) for the Lease Term set forth in Schedule AB until completion of this Agreement.
2. **TERM.** The Lease Term shall commence on the first day of the month subsequent to the delivery date of the Vehicle(s) or three (3) days subsequent to written notice to Lessee that the Vehicle(s) is available for delivery, whichever shall occur first ("Commencement Date"). The interim lease term, if applicable, is the period beginning with the Commencement Date and continuing until the 1st day of the following month. Following successful completion of the Lease Term and payment of all payments including the End of Term Payment set forth in Schedule AB, Lessor shall deliver the title to said Vehicle(s) free and clear of all liens and encumbrances.
3. **DELIVERY.** Lessor shall deliver to Lessee and Lessee shall accept delivery of each Vehicle at the Delivery Location set forth in Schedule AB. When delivered to Lessee each Vehicle shall comply with all applicable federal safety standards in effect at the earlier of the manufacture date of the Vehicle(s) or the date hereof. Upon delivery, Lessee or its agent shall sign Schedule AB which shall in addition be used for the purpose of identifying the Vehicles, establishing the Vehicle(s) Delivery Date and documenting Vehicle(s) Condition.



4. **USE AND OPERATION.** Lessee warrants that during the term of this Agreement: (a) Lessee shall use the Vehicle(s) only for providing transportation services for the Carrier identified herein; (b) the Vehicle(s) shall be used only in the Continental United States and Canada and only for the transportation and/or storage of general commodities (the "Products"); (c) the Vehicle(s) shall not be operated by any person other than agents or employees of Lessee, each warranted to be a careful, dependable operator not operating under the influence of alcohol or drugs, with a valid license to operate such Vehicle(s); (d) Lessee shall use each Vehicle designated as a storage Vehicle for storage purposes only; (e) Lessee shall comply with all current and future statutes, regulations, rules, ordinances and orders of any governmental or quasi-governmental entity, including without limitation environmental statutes, regulations, rules, ordinances and orders, affecting the use, operation or maintenance of the Vehicle(s) (collectively "Applicable Laws"); (f) Lessee shall comply with the Vehicle manufacturer's loading limitations and avoid abusive handling and concentrated or excessive loads; and (g) Lessee shall provide Lessor with any Vehicle operation data as may be required by any governmental agency and such data shall be true and accurate.
5. **HOLD HARMLESS.** Lessee shall indemnify and hold Lessor harmless from: (a) any loss or damage Lessor may sustain as a result of any damage to or loss of any Vehicle(s) due to any cause, including without limitation collision, fire, lightning, theft, explosion, flood, windstorm, or Act of God; (b) any loss or damage to the property, including cargo, of any third person as a result, in whole or in part, of the use or condition of any Vehicle(s); (c) any loss, claim, liability, damages, expense or disbursement, penalty or fine, disposal, remediation or corrective action cost, or forfeiture or seizure that may arise in whole or in part from the use or condition, actual or alleged, of any Vehicle(s) or the failure, actual or alleged, of Lessee to use and maintain any Vehicle(s) as provided under this Agreement and in compliance with Applicable Laws; (d) any claim, lien or liability arising from work performed or for materials supplied in connection with the operation or maintenance of any Vehicle(s); (e) any claim, fine or penalty assessed against EFC or its affiliates arising from Lessee's use of any Vehicle(s), including, but not limited to, traffic citations, equipment violations and toll violations, which Lessee hereby agrees to promptly pay upon receipt thereof. Lessee's duty to indemnify hereunder shall survive termination of this Agreement.
6. **INSURANCE.** Lessee shall at its sole cost and expense procure, and keep in full force and effect from the initial Vehicle Delivery Date until the return of all Vehicle(s), a valid and pre-paid business auto or truckers insurance policy covering hired autos and trailers for bodily injury and property damage liability



including collision and comprehensive coverage for physical damage and a comprehensive general liability policy providing for contractual liability coverage for hold harmless agreements, both satisfactory to Lessor, with a deductible of no more than five thousand dollars (\$5,000), with a combined single limit of one million dollars (\$1,000,000) or, if the Products contain acceptable hazardous materials, a combined single limit of five million dollars (\$5,000,000) per occurrence/twenty-five million dollars (\$25,000,000) aggregate per year, and an environmental impairment liability endorsement equal to the combined single limit per occurrence. Insurance may be provided through the Carrier identified herein, but Lessee shall remain primarily liable for such insurance coverages and to ensure that such coverages remain in full force and effect. Prior to the initial Vehicle Delivery Date, Lessee shall provide to Lessor a valid certificate of insurance, which shall become part of this Agreement, naming Lessor as "Additional Insured" and "Loss Payee," evidencing insurance coverage as set forth herein and requiring thirty (30) days notice to Lessor prior to cancellation or material change. Lessee shall provide Lessor with prompt written notification of any Vehicle(s) that may give rise to claims against Lessor.

7. **SAFETY INSPECTIONS.** Lessee shall be solely responsible for ensuring that each Vehicle is in compliance with all applicable safety regulations. Lessee shall perform and pay for all required safety inspections and shall maintain proper documentation evidencing said inspections. Lessee shall indemnify and hold Lessor harmless from and against any fines, forfeitures, or penalties which may arise from Lessee's non-compliance with the provisions of this Section.
8. **LICENSES.** Lessee, at its sole cost and expense shall procure licenses and registrations required for the lawful operation of each Vehicle in the states or provinces set forth in Schedule AB. Increases in license and registration fees during the Lease Term shall be the responsibility of Lessee and shall be billed to Lessee at the beginning of each license period. If registration or testing is required during the Lease Term, Lessee shall deliver the Vehicle(s) to the test stations during the required testing period and take possession of the Vehicle(s) upon the conclusion of registration and/or testing for the remaining Lease Term.
9. **TAXES.** In addition to the lease and other payments as provided hereunder, Lessee shall pay, or reimburse Lessor for payment of, any and all fees, fines, penalties and sales and use taxes including, but not limited to, value added taxes and personal property taxes or other direct taxes levied against or based upon the price or value of the Vehicle(s) or their use or operation, or levied against or based upon the lease payments paid or to be paid hereunder, and any other taxes levied against or based upon this Agreement or the executing, filing, recording or performance thereof. The term "direct taxes" as used herein shall include all taxes

(except income taxes of Lessor), charges, and fees levied, assessed, or charges by any taxing authority.

**10. RATE AND BILLING.**

- A. Lessee shall pay Lessor for the use of each Vehicle in advance at the rates as set forth in Schedule AB. Lessor reserves the right to consolidate invoices for Vehicle(s) leased hereunder.
- B. In the event Lessee shall have additional drivers operating the Vehicle, Lessee shall pay the Lease Payments plus the Lease Payment-Additional Driver as set forth on Schedule AB during the period of time there are additional drivers operating the Vehicle. The Lease Payment-Additional Driver payments will compensate Lessor for the additional mileage and depreciation associated with the additional drivers. Each Lease Payment-Additional Driver payment will be applied to the remaining Lease Payments beginning with the last Lease Payment and then to preceding Lease Payments in reverse order of payment, and will result in a corresponding reduction to the number of remaining Lease Payments.
- C. Other charges due Lessor under this Agreement shall be billed to Lessee when incurred. Lessee shall pay all invoices at or before the invoice date without set-off or deduction. If Lessee fails to pay any amount when due, Lessee shall pay a late charge of the lesser of 1 ½% per month (18% per annum compounded monthly) if not paid when due. Payments received by Lessor after the due date shall be applied first to the most recent invoices issued to Lessee without regard to Lessee's instructions. Invoices shall be sent to the Billing Address set forth in Schedule AB or to such other address as Lessee may instruct Lessor in writing. Lessor reserves the right to offset any amount owed Lessee by any amount due Lessor hereunder.
- D. Upon such payment of all such payments and charges due hereunder at the end of the Lease Term, Lessor shall deliver title to said Vehicle(s) free and clear of all liens and encumbrances.
- E. Lessee agrees to enroll in settlement deduction program, whereby all amounts due to EFC shall be automatically deducted from Lessee's settlements with Carrier on a weekly basis. Lessee understands EFC shall credit such payments to such lease payments and any other monies due under this Agreement.
- F. Lessee shall also be billed a weekly Refundable Security Deposit Accrual, in the amount set forth in Schedule AB ("Security Deposit Accrual"). Lessor will retain Security Deposit Accruals to insure Lessee's performance of Lessee's obligations. Any Security Deposit Accruals may be comingled and do not earn interest. In the event Lessee satisfies its payment obligations under this Agreement and either acquires title to the Vehicle(s) or returns the Vehicle(s) in acceptable condition pursuant to the terms and conditions set forth in Section 18B, the Security Deposit Accruals will be returned to Lessee within ten (10) business days. In the event Lessee fails to satisfy its



payment obligations, the Security Deposit Accruals shall be forfeited by Lessee and applied by Lessor to cover the cost of repairs and maintenance necessary to re-lease or sell the Vehicle(s); to cure any defaults; and to cover any unpaid costs and expenses associated with its Operator - Carrier leasing program. In the event Lessee satisfies its payment obligations, but returns the Vehicle(s) in an unacceptable condition, Lessor may apply all or a part of the Security Deposit Accruals to the cost of repairs and maintenance necessary to re-lease or sell the Vehicle(s) at its then market value, and return the remaining balance of Security Deposit Accrual(s) to Lessee.

11. **EVENTS OF DEFAULT.** The occurrence of one or more of the following shall constitute an Event of Default: (a) Lessee shall cease using the Vehicle(s) for providing transportation services for the Carrier identified herein; (b) Lessee fails to pay when due any lease payments or any other payment under this Agreement; (c) Lessee fails to perform any other term or condition of this Agreement and such failure remains unremedied for more than ten (10) days after Lessor has requested Lessee to perform; (d) Lessee or any guarantor of Lessee (i) becomes insolvent, (ii) commits an act of bankruptcy, (iii) becomes subject to any voluntary or involuntary bankruptcy proceedings, (iv) makes an assignment for the benefit of creditors, (v) appoints or submits to the appointment of a receiver for all or any of its assets, (vi) admits in writing its inability to pay its debts as they become due, or (vii) enters into any type of voluntary or involuntary liquidation; (e) Lessee defaults under any other agreement with Lessor or any affiliate of Lessor; or (f) any letter of credit, guaranty or other security given to secure the performance of this Agreement shall expire, terminate or become worthless in the opinion of Lessor. given to secure the performance of this Agreement shall expire, terminate or become worthless in the opinion of Lessor.
12. **REMEDIES UPON DEFAULT.** Upon any Event of Default, Lessor may, at its option and without demand or notice to Lessee, do any one or more of the following: (a) pay all amounts required to be paid or perform or cause to be performed all obligations required to be performed by Lessee hereunder and charge Lessee as additional rent the amount paid or the reasonable value of all services performed therefore; (b) take immediate possession of the Vehicles in accordance with the provisions of Section 14; (c) declare the entire balance of lease payments for the remainder of the Lease Term and the End of Term value as set forth in Schedule AB immediately due and payable by acceleration and recover such amount as liquidated damages, the reasonableness of such damages being acknowledged by Lessee; or (d) terminate the Agreement and Lessee's rights hereunder and require Lessee at its sole cost to promptly return the Vehicle(s) to Lessor at such locations as Lessor may designate. It is understood and agreed that in the event Lessee returns the Vehicle(s) or the Vehicle(s) are repossessed by Lessor and the Lessor sells or re-leases the Vehicle(s), Lessee shall have no right to share in any of the sale or lease proceeds. If Lessee is in default of the Agreement or any other agreement with Lessor, Lessee shall be

declared in default of all existing agreements between Lessee and Lessor. No termination, repossession or other act by Lessor after default by Lessee shall relieve Lessee from any of its obligations hereunder. In addition, Lessee shall pay to Lessor on demand the unamortized portion of any expense associated with any Vehicle(s) and all fees, costs and expenses incurred by Lessor in enforcing its rights hereunder including, without limitation, reasonable attorney's fees. The remedies provided in favor of Lessor shall be cumulative and in addition to all other remedies provided in the Agreement or existing at law or in equity.

13. **REPOSSESSION.** If an Event of Default has occurred and is continuing, Lessor shall have the right to enter upon any premises where Vehicle(s) are located and take immediate possession of and remove such Vehicle(s) and shall be deemed Lessee's agent for such purposes. If Lessor takes possession of any Vehicle(s) with other property contained in, upon or attached to such Vehicle(s), Lessor may take possession of such property and hold it in Lessor's possession or in public storage for the account and at the expense of Lessee or dispose of such property with no further liability. Lessee will also be responsible for all storage and associated charges related to recovery of Vehicle(s) including repair of Vehicle(s) to its original state at time of the signed Agreement.
14. **LESSEE OWNERSHIP; FINANCIAL CONDITION.** If ownership of Lessee changes, or there is a disposition of a substantial portion of Lessee's assets or a substantial change in Lessee's financial condition at any time during the Agreement term, Lessee shall promptly notify Lessor thereof and Lessor may terminate this Agreement and demand prompt return of the Vehicle(s) or require from Lessee additional financial security or assurances including but not limited to, cash deposits, letters of credit, escrow accounts and guarantees as a condition to maintaining this Agreement in full force and effect. If Lessor terminates the Agreement, Lessee shall pay all outstanding invoices and other charges set forth herein.
15. **WARRANTY.** Lessee acknowledges receipt of each Vehicle in good and satisfactory condition. **LESSOR HAS MADE NO REPRESENTATIONS OR WARRANTIES AS TO ANY MATTER WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE WITH RESPECT TO ANY VEHICLE(S), MAINTENANCE OR REPAIR WORK.** Lessor shall make available to Lessee the warranty benefits provided by the Vehicle's manufacturer.
16. **LIMITATION OF LIABILITY.** Lessor shall not be liable in connection with the Agreement for incidental, special, indirect, consequential or exemplary damages of any kind, including without limitation, lost profits and business interruption damages, suffered by Lessee or any other party. Lessee shall indemnify and hold Lessor harmless from and against all claims arising out of



any such losses or damages. No right of Lessor under this section may be waived unless in writing and signed by a corporate officer of Lessor.

17. **LESSEE'S PAYMENT OBLIGATION.** Upon the termination of the Agreement for any reason whatsoever, Lessee's payment obligations under the Agreement shall not cease until all payments and charges due hereunder have been paid in full. For any Vehicle(s) lost, stolen totally destroyed or determined by Lessor to be damaged beyond reasonable cost of repair, Lessee shall pay Lessor the remaining balance due under this Agreement including the End of Term value as set forth in Schedule AB. There shall be no abatement of lease payments and charges until said Vehicle has been returned to Lessor properly repaired, replaced, or Lessor is compensated as provided herein.

18. **TERMINATION AND PURCHASE.**

- A. Purchase Option. Upon successful completion of all terms and conditions of the Agreement, including payment of all lease payments and charges due hereunder, Lessee shall have the option of purchasing the Vehicle(s). In order to exercise such option, Lessee shall notify Lessor at least thirty (30) days prior to the date of termination of the lease of his intent to purchase the vehicle. The purchase price shall be the End of Term value as stated in Schedule AB. Lessor shall deliver title to said Vehicle(s) free and clear of all liens and encumbrances. Upon payment of the purchase price, Lessee shall immediately transfer said title out of the name of Lessor.

- B. Return Option. If Lessee fails to purchase the Vehicle(s) as provided herein, upon completion of the Agreement, Lessee shall return said Vehicle(s), at Lessee's sole cost and expense, to such location as specified by Lessor. Upon such return, the Vehicle(s) shall be: (a) cleaned or steam-cleaned as applicable and treated with respect to rust, corrosion and appearance in accordance with manufacturer's recommendations and consistent with the best practices of dealers in used equipment similar to the Vehicles; (b) free of all advertising and insignia placed thereon by Lessee; and, (c) mechanically and structurally sound, capable of performing the functions for which it was originally designed and able to operate within the original specifications and tolerances with no loss of power and, if applicable, no excessive emission of exhaust at ignition or starting of the machinery.

19. **ASSIGNMENT.** Lessee shall not sublet the Vehicle(s) nor assign or transfer this Agreement without Lessor's prior written permission, in which event Lessee's obligations under this Agreement shall continue in full force and

20. **TITLE/FINANCING STATEMENTS.** Lessor shall retain title to said Vehicles during the term of this Agreement. Lessee nonetheless hereby grants



to Lessor a security interest in each Vehicle to secure the payment and performance of Lessee's obligations under this Agreement. Lessee acknowledges that this Agreement grants security interest in each Vehicle and the proceeds received therefrom as set forth and enforceable under the Uniform Commercial Code ("UCC"). Lessee hereby authorizes Lessor or its agents or assigns to sign and execute on its behalf any and all UCC forms, memorandums and statements required to perfect the security interest granted herein.

21. **LESSOR IDENTIFICATION.** Lessor reserves to itself, its successors and assigns, at all times during the Lease Term, the right to place and maintain in one or more locations upon each Vehicle Lessor's or its designee's name, logo, or similar designation.
22. **LIENS AND ALTERATION.** Lessee shall keep each Vehicle free from any liens, claims or encumbrances and Lessee shall not, without Lessor's prior written consent, make or suffer any changes, alterations, or improvements in or to said Vehicle or remove therefrom any parts, accessories, attachments or other equipment. All Vehicle alterations and improvements shall become the property of Lessor upon the termination of this Agreement.
23. **NOTICES.** All notices given pursuant to this Agreement shall be in writing and may be hand delivered or mailed by registered or certified mail, return receipt requested. Notices sent by facsimile or electronic mail with confirmation of actual receipt will also meet any requirement for written notice under this Agreement. All notices shall be delivered or sent to the address for each party set forth herein, or to such other address as either party notifies the other of in accordance with the terms of this provision. Notices shall be deemed to have been given upon receipt or refusal to accept by the party to which the notice is delivered or sent. Notices shall be sent to the following person/address:

To Lessor:

Element Financial Corp  
Attn: Element Trans Asset Trust  
655 Business Center Drive  
Horsham, PA 19044

With a copy to:

Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**To Lessee:**

Hays, Forbes  
706 Hartwell Dr.  
Grunswick, GA 31523

24. **RELATIONSHIP BETWEEN LESSEE AND LESSOR.** Lessee and Lessor each represents and warrants to the other that it is an independent contractor with no authority to contract for the other or in any way to bind or to commit the other to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of the other. Under no circumstances shall either party, or any of its employees, hold itself out as or be considered an agent employee, joint venturer, or partner of the other, and neither party shall have any duty to provide or maintain any insurance or other employee benefits on behalf of the other or its employees.
25. **GOVERNING LAW.** This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of laws provision. Any action or litigation of any kind whatsoever in connection with this Agreement shall be adjudicated in a court of competent jurisdiction located in Pennsylvania. The Lessee hereby consents to the jurisdiction of such courts and to service of process by any means authorized by Pennsylvania or Federal law and hereby waives the right to transfer the venue of any such litigation or action.
26. **ADVERTISING.** Neither party shall use the name of or refer to the other party or any of its affiliates directly or indirectly in any advertisement, news release or professional or trade publication without receiving prior written approval from the other party.
27. **NON-WAIVER.** Failure by either party to insist upon the other party's performance under this Agreement or to exercise any rights or privilege herein shall not be a waiver of any of the rights or privileges provided for in this Agreement.
28. **ASSIGNMENT/MODIFICATION OF AGREEMENT.** Lessor may without notifying Lessee, sell, assign or transfer this Agreement and its interest in the Vehicle(s). In that event, the new owner (and any subsequent owners) will have the same rights and benefits that Lessor now has, but will not have to perform any of Lessor's obligations. Lessee agrees that the new owner will not be subject to any claims, defenses or set-offs that Lessee may have against Lessor. If Lessee is given notice of a new owner of this Agreement, Lessee agrees to respond to any requests about this Agreement and, if directed by Lessor, to pay the new owner all lease payments and other amounts due under this Agreement. No amendment or modification of the terms of this Agreement shall be binding unless in writing and signed by the Parties.

29. **SEVERABILITY.** If any of the provisions of this Agreement are held to be unenforceable or invalid by any arbitrator or court or tribunal of competent jurisdiction, the validity and enforceability of the remaining provisions shall not be affected thereby and the rights and obligations of the parties under this Agreement shall be reduced only so much as necessary to remove the illegality.
30. **ENTIRE AGREEMENT.** This Agreement, including all referenced documents and appendices, constitute the entire agreement of the parties with reference to the subject matter hereof, and there are no other agreements of any kind, including written or oral, between the parties. The terms of this Agreement may not be changed, waived or modified except by written agreement signed by both parties specifically stating that such writing is an amendment to this Agreement.

*Signature Page to Follow*

IN WITNESS WHEREOF, Lessee and Lessor have executed this Agreement in duplicate, each copy for all purposes to be deemed an original, as of the date first above written. Lessee agrees to be bound by an electronic copy of this Agreement and the electronic copy shall be considered the original and shall be the binding agreement for purposes of any enforcement action hereunder.

Hays, Forbes

(Lessee)

X Forbes Kern Hays  
Signed

X FORBES KERN HAYS  
Printed

X o/o  
Title

Element Financial Corp

(Lessor)

[Signature]  
Signed

Robert Davis

Printed

Agent

Title



## SCHEDULE AB

Country:	PTL
Lessor Number:	EL E-001-20480
Lessee Name:	Hays, Forbes
SSN:	[REDACTED]

Payment Type	Unit	Year	Make	Model	VIN	Payment	Term	Down	End of Term
Lease Payment	CJ303043	2012	Kenworth	T6 Series	1XKAD40X3CJ305043	\$495.00	260	0	FPOCUST - \$1
Security Deposit Amount	CJ303043	2012	Kenworth	T6 Series	1XKAD40X3CJ305043	\$0.00	260	0	FPOCUST - \$1

Terms:	Weekly
Start Date:	April 4, 2015
End Date:	March 29, 2021
Title:	Lessee Holds Title Until Completion of Lease

If End of Term Option is selected as TRAC then:

Upon the expiration of the Lease Term and return of the Vehicle(s) on or before the expiration of the Lease Term pursuant to the terms and conditions of the Agreement, a "Terminal Rent Adjustment" shall be paid in the amount of the difference between (a) the net proceeds realized by Lessor from the sale of the Vehicle(s), after deduction of (i) the expenses of such sale, if any, and (ii) all sums due hereunder as of the expiration of the Lease Term (the "Realized Value") and (b) the End of Term value ("TRAC Amount") for such Vehicle(s) set forth in Schedule AB. If the Realized Value of such Vehicle(s) is less than the TRAC Amount, Lessee shall pay the Terminal Rent Adjustment to Lessor. If the Realized Value of such Equipment is greater than the TRAC Amount, Lessor shall retain the Terminal Rent Adjustment. For such Vehicles not sold within thirty (30) days of the expiration of the Lease Term, Lessee shall upon receipt of Lessor's invoice pay Lessor a Terminal Rent Adjustment in the amount of such Vehicle(s) TRAC Amount. Lessor shall reimburse Lessee in the amount of the Realized Value (up to the TRAC Amount) for any such Vehicle(s) subsequently sold.

If any Vehicle(s) is not returned in the condition required by the Lease Agreement, Lessee shall purchase the Vehicle(s) for the TRAC Amount with payment in full due on or before the expiration of the Lease Agreement.

Lessee certifies to Lessor

- 1) Lessee intends that more than 50 percent of the use of the Vehicle(s) is to be in its trade or business; and
- 2) Lessee has been advised and agrees that **LESSEE WILL NOT BE TREATED AS THE OWNER OF THE VEHICLE FOR FEDERAL INCOME TAX PURPOSES.**

Lessee agrees to indemnify Lessor pursuant to the indemnity provisions of the Agreement for any claims, losses, costs, damages, and expenses, including legal fees, of whatsoever kind and nature, resulting from Lessee's breach of the above representation and certification.

This Schedule AB dated as of 3/18/2016 is hereby made part of that certain individual Program Lease Agreement dated 3/18/2016 ("Agreement") between Element Financial Corp ("Lessor") and Hays, Forbes ("Lessee").

All of the terms and conditions of the Agreement are incorporated and made a part hereof.

A photocopy, facsimile copy, scanned copy or other electronic copy of this document shall be accepted as a legal binding agreement.

Hays, Forbes

LESSEE

*[Signature: Hays, Forbes]*

SIGNATURE

Hays, Forbes

NAME

March 18, 2016

DATE

Element Financial Corp

LESSOR

*[Signature: Jason Donnar]*

SIGNATURE

*[Signature: Jason Donnar]*

NAME

March 18, 2016

DATE

## SCHEDULE AB (continued)

Carrier:	PTL
Lease Number:	ELE-00-20480
Lessee Name:	Hays, Forbes
SSN:	[REDACTED]

Payment Type	Unit	Year	Make	Model	VIN	Payment	Term	Down	End of Term
Lease Payment	CJ305043	2012	Kenworth	T6 Series	1XKAD49X3CJ305043	\$495.00	260	0	FPOCUST - \$1
Security Deposit Accrual	CJ305043	2012	Kenworth	T6 Series	1XKAD49X3CJ305043	\$0.00	260	0	FPOCUST - \$1

Terms:	Weekly
Start Date:	April 4, 2016
End Date:	March 29, 2021
Title:	Lessor Holds Title Until Completion of Lease

## FPOCUST

\$1.00

\*\*\*At end of lease payment period, this amount must also be paid to receive title to Vehicle(s).

## Other Payments

	Payment	Term
Physical Damage Insurance	\$0.00	260
Non-Trucking Liab. Insurance	\$0.00	260
Total Insurance Payment	\$0.00	260
Quality Business Advisors	\$19.00	260
<b>Total Weekly Payment</b>	<b>\$514.00</b>	<b>260</b>

Hays, Forbes

LESSEE

*[Signature: Keith Kern Hays]*  
SIGNATURE

Hays, Forbes

NAME

March 18, 2016

DATE

Element Financial Corp

LESSOR

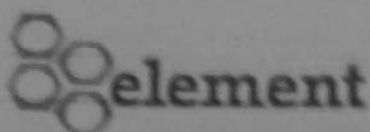
*[Signature: Jason Donnar]*  
SIGNATURE

*[Signature: Jason Donnar]*

NAME

March 18, 2016

DATE



## SETTLEMENT DEDUCTION AGREEMENT

This Settlement Deduction Agreement ("Agreement") is entered into this 18 day of March, 20 18 ("Effective Date"), by and between Hays, Forbes ("Contractor") and Element Financial Corp ("Lessor"), a Delaware Corporation, with its principal place of business located at 655 Business Center Drive, Horsham, PA 19044.

**WHEREAS**, Contractor purchased or is leasing from Lessor a tractor identified below and intends to operate said tractor pursuant to an agreement with Carrier; and

**WHEREAS**, the parties hereto desire to set forth their agreement with respect to deductions from Contractor's settlement payments from PTL ("Carrier") and subsequent forwarding of such deductions to Lessor *or Lessor's servicing agent* for application to amounts due and owing Lessor by Contractor.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Contractor hereby expressly requests and authorizes Carrier to (a) deduct from settlements otherwise due Contractor from Carrier the weekly amount reflected below (the "Deductions") when available, and (b) thereafter remit to Lessor such amounts on a weekly basis. Contractor hereby authorizes such fee to be deducted from Contractor's settlement payments on a weekly basis. Contractor shall provide Carrier with a copy of this Agreement.

Contractor and Lessor acknowledge that Carrier provides settlement deductions to Contractor and Lessor as a convenience to both. In the event that sufficient funds are not available to make the deductions as scheduled, Contractor and Lessor understand that Carrier is under no obligation to make any remittances on Contractor's behalf, and that defaults and/or penalties in obligations may occur. To the extent that monies due Contractor become available at a later date, Contractor authorizes Carrier to withhold sufficient funds at that time to cover unsatisfied, scheduled deduction requests. Contractor and Lessor understand that this deduction will be last in priority relative to all other deductions from Contractor's settlements.

2. Contractor and Lessor agree to indemnify and hold harmless Carrier for and from any and all claims or disputes arising out of or related to the obligations of Contractor or Lessor pursuant to the purchase or lease of the Tractor, including but not limited to deficiencies between amounts withheld from settlement payments otherwise due Contractor and Contractor's payment obligations to Lessor.



Carrier shall have no liability for failure to remit any such payments to Lessor, or for remitting amounts which do not meet Contractor's obligations of payment to Lessor.

3. Contractor and Lessor acknowledge and agree that settlement deductions pursuant to this Request for Deductions may only be discontinued by Contractor in the event the agreement between Carrier and Contractor is terminated and upon Contractor's thirty (30) day advance written notice to Carrier and Lessor.

This Request for Deductions is entered into by the authorized representatives of the parties and as of the date indicated below.

LESSOR

By: Jason Donnar  
Title: Agent

CONTRACTOR

By: X Forbes Kern Hays  
Title: O/O (Owner Operator)

Contractor's Weekly Payment Amount: \$ 514.00

Weekly Truck Payment: \$ 495.00

Weekly Fee Payment: \$ 0.00

Additional Weekly Fees: \$ 19.00

Tractor Identification:

Year 2012

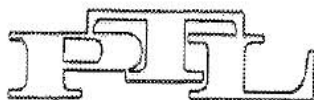
Make Kenworth

Model T6 Series

VIN 1XKAD49X3CJ305043



1-E



**Paschall Truck Lines, Inc.**  
Owner Operator Settlement Summary

<p>CARTER GALE STANCILL 3670 BUCKINGHAM COVE E  HORN LAKE MS 38637</p>	<p>Date: 11/04/15 Page: 1</p> <p>Fed Tax ID: [REDACTED]</p> <p>Dept: OWNER OPERATOR</p> <p>Check Date: 11/04/15</p>
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<p>OWNER CARTER UNIT 65675</p> <p>ORDER 3324487 DISP DATE 01 10/23/15 CARGAL CARTER GALE STANCILL</p> <p>LAFIN E FW IN L GP PA</p> <p>REVENUE 1,200.00 @ 70.00¢ 840.00</p> <p>FUEL SC .00 @ 70.00¢ .00</p> <p>LOVES #348 CALVERT CIL KY FUEL 10/22/15 223.57-</p> <p>FLYING J # DEARSDAM, OH FUEL 10/23/15 155.36-</p> <p>NET MILEAGE PAY 457.07</p> <hr/> <p>OWNER CARTER UNIT 65675</p> <p>REIMBURSE SCALE 3324487 10.50</p> <p>REIMBURSE SCALE 3326189 10.50</p> <p>TOTAL 21.00</p> <hr/> <p>OWNER CARTER UNIT 65675</p> <p>DRUG SCREEN 25.00-</p> <p>FORM 2290 2015-16 105.60-</p> <p>PTL MAINTENANCE ESCROW 250.00-</p> <p>PHYSICAL DAMAGE INSURANCE 94.00-</p> <p>RAILSEE TRAILER INSURANCE 14.00-</p> <p>BORTAIL INSURANCE 7.25-</p> <p>DRIVERS LEGAL PLAN 4.48-</p> <p>QUALCOMM RENTAL FEE 19.50-</p> <p>OCCUPATIONAL ACCIDENT INS 28.00-</p> <p>ORIENTATION TRLR MOVE PAY 197.00</p> <p>TOTAL 350.83-</p> <hr/> <p>MILES 592 UNIT TOTAL PAY 127.24</p> <p style="text-align: center;">* YEAR-TO-DATE *</p> <table style="width: 100%;"> <tr> <th style="text-align: left;">DESCRIPTION</th> <th style="text-align: right;">QUANTITY</th> </tr> <tr> <td>TOTAL NUMBER OF TRIPS</td> <td style="text-align: right;">1.00</td> </tr> <tr> <td>TOTAL UNIT MILES</td> <td style="text-align: right;">592.00</td> </tr> <tr> <td>GROSS MILEAGE PAY</td> <td style="text-align: right;">840.00</td> </tr> <tr> <td>RAILSEE TRAILER INSURANCE</td> <td style="text-align: right;">14.00-</td> </tr> <tr> <td>BORTAIL INSURANCE</td> <td style="text-align: right;">7.25-</td> </tr> <tr> <td>DRIVERS LEGAL PLAN</td> <td style="text-align: right;">4.48-</td> </tr> <tr> <td>FUEL PURCHASE</td> <td style="text-align: right;">382.93-</td> </tr> <tr> <td>FORM 2290</td> <td style="text-align: right;">105.60-</td> </tr> <tr> <td>ORIENTATION TRLR MOVE PAY</td> <td style="text-align: right;">197.00</td> </tr> <tr> <td>PHYSICAL DAMAGE INSURANCE</td> <td style="text-align: right;">94.00-</td> </tr> <tr> <td>PTL MAINTENANCE ESCROW</td> <td style="text-align: right;">250.00-</td> </tr> <tr> <td>QUALCOMM RENTAL FEE</td> <td style="text-align: right;">19.50-</td> </tr> <tr> <td>REIMBURSE SCALE</td> <td style="text-align: right;">21.00</td> </tr> <tr> <td>OCCUPATIONAL ACCIDENT INS</td> <td style="text-align: right;">28.00-</td> </tr> <tr> <td>NET TOTAL AMOUNT</td> <td style="text-align: right;">127.24</td> </tr> </table>	DESCRIPTION	QUANTITY	TOTAL NUMBER OF TRIPS	1.00	TOTAL UNIT MILES	592.00	GROSS MILEAGE PAY	840.00	RAILSEE TRAILER INSURANCE	14.00-	BORTAIL INSURANCE	7.25-	DRIVERS LEGAL PLAN	4.48-	FUEL PURCHASE	382.93-	FORM 2290	105.60-	ORIENTATION TRLR MOVE PAY	197.00	PHYSICAL DAMAGE INSURANCE	94.00-	PTL MAINTENANCE ESCROW	250.00-	QUALCOMM RENTAL FEE	19.50-	REIMBURSE SCALE	21.00	OCCUPATIONAL ACCIDENT INS	28.00-	NET TOTAL AMOUNT	127.24	
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**Paschall Truck Lines, Inc.**  
Owner Operator Settlement Summary

<p><b>CARTER GALE STANCILL</b> 3670 BUCKINGHAM COVE E  HORN LAKE MS 38637</p>		<p>Date: 11/11/15 Page: 1</p> <p>Fed Tax ID: [REDACTED]</p> <p>Dept: OWNER OPERATOR</p> <p>Check Date: 11/11/15</p>																																						
<p>OWNER CARTEG UNIT 65675</p> <p>ORDER DISP DATE CARGAL CARTER GALE STANCILL</p> <p>3126189 01 10/26/15</p> <p>GP DA E CHAPA L MSCVA</p> <p>REVENUE 600.00 @ 70.00% 420.00</p> <p>FUEL SC 550.00 @ 70.00% 385.00</p> <p>PILOT #179 HAGERSTOWN, MD FUEL 10/27/15 155.50</p> <p>NET MILEAGE PAY 264.50</p> <hr/> <p>OWNER CARTEG UNIT 65675</p> <p>ORDER DISP DATE CARGAL CARTER GALE STANCILL</p> <p>3126834 01 10/29/15</p> <p>CV PA E KP PA L NM PA</p> <p>REVENUE 550.00 @ 70.00% 385.00</p> <p>FUEL SC 550.00 @ 70.00% 385.00</p> <p>SUNOCO #70 ELVERSON, PA FUEL 10/29/15 117.99</p> <p>KEYSTONE R EBERSBURG, PA FUEL 10/30/15 79.78</p> <p>NET MILEAGE PAY 187.23</p> <hr/> <p>OWNER CARTEG UNIT 65675</p> <p>ORDER DISP DATE CARGAL CARTER GALE STANCILL</p> <p>3129892 01 10/30/15</p> <p>MM PA E PITPA L NM AR U HL MS</p> <p>REVENUE 1,275.61 @ 70.00% 892.93</p> <p>FUEL SC 550.00 @ 70.00% 385.00</p> <p>SERVICE FAILURE CHARGE 300.00</p> <p>PILOT #348 BERTLEVILLE, PA FUEL 10/30/15 177.22</p> <p>PILOT #295 GEORGE, OH FUEL 10/31/15 141.74</p> <p>PILOT #436 FRANKLIN, KY FUEL 10/31/15 51.73</p> <p>NET MILEAGE PAY 152.24</p> <hr/> <p>OWNER CARTEG UNIT 65675</p> <p>FORM 2290 2015-16 105.60</p> <p>LEASE AGREEMENT PAY 11/11 81.14</p> <p>PTL MAINTENANCE ESCROW 250.00</p> <p>PHYSICAL DAMAGE INSURANCE 94.00</p> <p>BAILEE TRAILER INSURANCE 14.00</p> <p>BOBTAIL INSURANCE 7.25</p> <p>DRIVERS LEGAL PLAN 4.48</p> <p>QUALCOMM RENTAL FEE 19.50</p> <p>OCCUPATIONAL ACCIDENT INS 28.00</p> <p>TOTAL 603.97</p> <hr/> <p>MILES 1,288 UNIT TOTAL PAY .00</p> <p>* YEAR-TO-DATE *</p> <table style="width: 100%;"> <thead> <tr> <th>DESCRIPTION</th> <th>QUANTITY</th> </tr> </thead> <tbody> <tr> <td>TOTAL NUMBER OF TRIPS</td> <td>4.50</td> </tr> <tr> <td>TOTAL UNIT MILES</td> <td>1,680.00</td> </tr> <tr> <td>GROSS MILEAGE PAY</td> <td>2,467.93</td> </tr> <tr> <td>SERVICE FAILURE CHARGE</td> <td>300.00</td> </tr> <tr> <td>BAILEE TRAILER INSURANCE</td> <td>28.00</td> </tr> <tr> <td>BOBTAIL INSURANCE</td> <td>14.50</td> </tr> <tr> <td>DRIVERS LEGAL PLAN</td> <td>8.96</td> </tr> <tr> <td>FUEL PURCHASE</td> <td>1,136.85</td> </tr> <tr> <td>FORM 2290</td> <td>211.20</td> </tr> <tr> <td>LEASE AGREEMENT PAYMENT</td> <td>81.14</td> </tr> <tr> <td>ORIENTATION TRLR MOVE PAY</td> <td>197.00</td> </tr> <tr> <td>PHYSICAL DAMAGE INSURANCE</td> <td>188.00</td> </tr> <tr> <td>PHYSICAL/DRUG SCREEN</td> <td>25.00</td> </tr> <tr> <td>PTL MAINTENANCE ESCROW</td> <td>500.00</td> </tr> <tr> <td>QUALCOMM RENTAL FEE</td> <td>39.00</td> </tr> <tr> <td>REIMBURSE SCALE</td> <td>21.00</td> </tr> <tr> <td>OCCUPATIONAL ACCIDENT INS</td> <td>56.00</td> </tr> <tr> <td>NET TOTAL AMOUNT</td> <td>127.24</td> </tr> </tbody> </table>		DESCRIPTION	QUANTITY	TOTAL NUMBER OF TRIPS	4.50	TOTAL UNIT MILES	1,680.00	GROSS MILEAGE PAY	2,467.93	SERVICE FAILURE CHARGE	300.00	BAILEE TRAILER INSURANCE	28.00	BOBTAIL INSURANCE	14.50	DRIVERS LEGAL PLAN	8.96	FUEL PURCHASE	1,136.85	FORM 2290	211.20	LEASE AGREEMENT PAYMENT	81.14	ORIENTATION TRLR MOVE PAY	197.00	PHYSICAL DAMAGE INSURANCE	188.00	PHYSICAL/DRUG SCREEN	25.00	PTL MAINTENANCE ESCROW	500.00	QUALCOMM RENTAL FEE	39.00	REIMBURSE SCALE	21.00	OCCUPATIONAL ACCIDENT INS	56.00	NET TOTAL AMOUNT	127.24	
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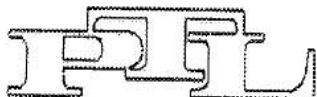
**Paschall Truck Lines, Inc.**  
Owner Operator Settlement Summary

<p><b>CARTER GALE STANCILL</b> <b>3670 BUCKINGHAM COVE E</b></p> <p><b>HORN LAKE MS 38637</b></p>		<p>Date: 11/18/15 Page: 1</p> <p>Fed Tax ID: [REDACTED]</p> <p>Dept: OWNER OPERATOR</p> <p>Check Date: 11/18/15</p>	
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OWNER CARTBG		UNIT 65675	
ORDER	DISP DATE	CARGAL	CARTER GALE STANCILL
3321798	01 10/27/15		
MBCVA E NN VA E CHPVA L NN VA L LEYPA L PH PA E CV PA			
REVENUE	873.17 @ 70.00%		611.22
FUEL SC	43.80 @ 70.00%		30.66
PILOT #159 PROVIDENCE, VA FUEL 10/28/15			141.56
NET MILEAGE PAY			500.32
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OWNER CARTBG		UNIT 65675	
ORDER	DISP DATE	CARGAL	CARTER GALE STANCILL
3331077	01 11/02/15		
HU ME U OXPMS L WA IL			
REVENUE	750.00 @ 70.00%		525.00
FUEL SC	.00 @ 70.00%		.00
PILOT #363 MEMPHIS, TN FUEL 11/03/15			181.70
LOVRS #488 BLOOMSDALE, MO FUEL 11/03/15			87.96
NET MILEAGE PAY			255.34
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OWNER CARTBG		UNIT 65675	
ORDER	DISP DATE	CARGAL	CARTER GALE STANCILL
3331455	01 11/04/15		
BA IL E BALMO L DAVIA L COLOH E WOROH			
REVENUE	1,400.00 @ 70.00%		980.00
FUEL SC	.00 @ 70.00%		.00
PILOT #496 ATALISSA, IA FUEL 11/05/15			247.73
NET MILEAGE PAY			732.27
-----			
OWNER CARTBG		UNIT 65675	
ORDER	DISP DATE	CARGAL	CARTER GALE STANCILL
3334091	01 11/06/15		
WOROH E FREDH L CATNJ			
REVENUE	1,200.00 @ 70.00%		840.00
FUEL SC	.00 @ 70.00%		.00
FLYING J # BERKSHIRE, OH FUEL 11/06/15			336.76
NET MILEAGE PAY			503.24
-----			
OWNER CARTBG		UNIT 65675	
ORDER	DISP DATE	CARGAL	CARTER GALE STANCILL
3334611	01 11/09/15		
CATNJ E KUTPA L LAEDD			
REVENUE	378.66 @ 70.00%		265.06
FUEL SC	121.34 @ 70.00%		84.94
LOVRS #158 HAMBURG, PA FUEL 11/09/15			148.59
NET MILEAGE PAY			201.41
-----			
OWNER CARTBG		UNIT 65675	
REIMBURSE SCALE	3336183	10.50	
TOTAL		10.50	
-----			
OWNER CARTBG		UNIT 65675	
FORM 2290 2015-16		105.60	
LEASE AGREEMENT PAYMENT		660.00	
PTL MAINTENANCE ESCROW		250.00	
PHYSICAL DAMAGE INSURANCE		94.00	
BATLRE TRAILER INSURANCE		14.00	
BORTAIL INSURANCE		7.25	
DRIVERS LEGAL PLAN		4.48	
QUALCOMM RENTAL FEE		19.50	
OCCUPATIONAL ACCIDENT INS		28.00	
39432+77741+3607 ADVANCE-C 11/12/15		200.00	
39432+77741+3607 ADV FEE		2.00	
TOTAL		1,384.83	
-----			
MILES 2,604	UNIT TOTAL PAY	818.25	
* YEAR-TO-DATE *			
DESCRIPTION	QUANTITY		
TOTAL NUMBER OF TRIPS	9.00		
TOTAL UNIT MILES	4,484.00		
GROSS MILEAGE PAY	3,804.81		
SERVICE FAILURE CHARGE	300.00		
ADVANCE	200.00		
ADVANCE FEE	2.00		
BATLRE TRAILER INSURANCE	42.00		
BORTAIL INSURANCE	21.75		
DRIVERS LEGAL PLAN	13.44		
FUEL PURCHASE	2,251.19		
FORM 2290	316.80		
LEASE AGREEMENT PAYMENT	741.14		
ORIENTATION TRIL MOVE PAY	197.00		
PHYSICAL DAMAGE INSURANCE	282.00		
PHYSICAL/DRUG SCREEN	25.00		
PTL MAINTENANCE ESCROW	750.00		
QUALCOMM RENTAL FEE	58.50		
REIMBURSE SCALE	31.50		
OCCUPATIONAL ACCIDENT INS	84.00		
NET TOTAL AMOUNT	945.49		





**Paschall Truck Lines, Inc.**  
Owner Operator Settlement Summary

<p>CARTER GALE STANCILL 3670 BUCKINGHAM COVE E  HORN LAKE MS 38637</p>	<p>Date: 11/25/15 Page: 1</p> <p>Fed Tax ID:: [REDACTED]</p> <p>Dept: OWNER OPERATOR</p> <p>Check Date: 11/25/15</p>
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<p>OWNER CARTER UNIT 65675</p> <p>ORDER DISP DATE 01 11/10/15 CARGAL CARTER GALE STANCILL</p> <p>3334806 01 11/10/15</p> <p>LAUND E MINVA L PP MI</p> <p>REVENUE 1,000.00 @ 70.00% 700.00</p> <p>FUEL SC .00 @ 70.00% .00</p> <p>PILLOT #408 GRANTSVILLE, MD FUEL 11/10/15 117.29-</p> <p>NET MILEAGE PAY 382.71</p> <hr/> <p>OWNER CARTER UNIT 65675</p> <p>ORDER DISP DATE 01 11/13/15 CARGAL CARTER GALE STANCILL</p> <p>3335728 01 11/13/15</p> <p>ND NC B BUCK L PISPA</p> <p>REVENUE 1,450.00 @ 70.00% 1,015.00</p> <p>FUEL SC .00 @ 70.00% .00</p> <p>PILLOT #058 PLEASANT HI, NC FUEL 11/14/15 245.64-</p> <p>NET MILEAGE PAY 769.36</p> <hr/> <p>OWNER CARTER UNIT 65675</p> <p>ORDER DISP DATE 01 11/11/15 CARGAL CARTER GALE STANCILL</p> <p>3336183 01 11/11/15</p> <p>PP MI B HOLMI L ND NC</p> <p>REVENUE 1,550.00 @ 70.00% 1,085.00</p> <p>FUEL SC .00 @ 70.00% .00</p> <p>TA-LAKE ST LAKE STATIO, IN FUEL 11/11/15 271.07-</p> <p>TA-WYTHEVI WYTHEVILLE, VA FUEL 11/13/15 194.05-</p> <p>NET MILEAGE PAY 619.88</p> <hr/> <p>OWNER CARTER UNIT 65675</p> <p>ORDER DISP DATE 01 11/14/15 CARGAL CARTER GALE STANCILL</p> <p>3337991 01 11/14/15</p> <p>PISPA R BNGPA L STRVA</p> <p>REVENUE 625.00 @ 70.00% 437.50</p> <p>FUEL SC .00 @ 70.00% .00</p> <p>TA-BALTIMO BALTIMORE, MD FUEL 11/15/15 198.79-</p> <p>NET MILEAGE PAY 238.71</p> <hr/> <p>OWNER CARTER UNIT 65675</p> <p>REIMBURSE SCALE 3340700 10.50</p> <p>TOTAL 10.50</p> <hr/> <p>OWNER CARTER UNIT 65675</p> <p>FORM 2290 2015-16 105.60-</p> <p>LEASE AGREEMENT PAYMENT 660.00-</p> <p>PTL MAINTENANCE ESCROW 250.00-</p> <p>PHYSICAL DAMAGE INSURANCE 94.00-</p> <p>BAILER TRAILER INSURANCE 14.00-</p> <p>ROBTAIL INSURANCE 7.25-</p> <p>DRIVERS LEGAL PLAN 4.48-</p> <p>QUALCOMM RENTAL FEE 19.50-</p> <p>OCCUPATIONAL ACCIDENT INS 28.00-</p> <p>OCTOBER FUEL TAX CHARGE 5.12-</p> <p>OCTOBER MILEAGE TAX 10.57-</p> <p>TOTAL 1,198.52-</p> <hr/> <p>MILES 2,527 UNIT TOTAL PAY 822.64</p> <p>* YEAR-TO-DATE *</p> <table style="width: 100%;"> <tr> <th>DESCRIPTION</th> <th>QUANTITY</th> </tr> <tr> <td>TOTAL NUMBER OF TRIPS</td> <td>13.00</td> </tr> <tr> <td>TOTAL UNIT MILES</td> <td>7,011.00</td> </tr> <tr> <td>GROSS MILEAGE PAY</td> <td>9,042.31</td> </tr> <tr> <td>SERVICE FAILURE CHARGE</td> <td>300.00-</td> </tr> <tr> <td>ADVANCE</td> <td>200.00-</td> </tr> <tr> <td>ADVANCE FEE</td> <td>2.00-</td> </tr> <tr> <td>BAILER TRAILER INSURANCE</td> <td>56.00-</td> </tr> <tr> <td>ROBTAIL INSURANCE</td> <td>29.00-</td> </tr> <tr> <td>DRIVERS LEGAL PLAN</td> <td>17.92-</td> </tr> <tr> <td>FUEL PURCHASE</td> <td>3,478.03-</td> </tr> <tr> <td>FORM 2290</td> <td>422.40-</td> </tr> <tr> <td>LEASE AGREEMENT PAYMENT</td> <td>1,401.14-</td> </tr> <tr> <td>MILEAGE TAX</td> <td>10.57-</td> </tr> <tr> <td>ORIENTATION TRIL MOVE PAY</td> <td>197.00</td> </tr> <tr> <td>PHYSICAL DAMAGE INSURANCE</td> <td>376.00-</td> </tr> <tr> <td>PHYSICAL/DRUG SCREEN</td> <td>25.00-</td> </tr> <tr> <td>PTL MAINTENANCE ESCROW</td> <td>1,000.00-</td> </tr> <tr> <td>QUALCOMM RENTAL FEE</td> <td>78.00-</td> </tr> <tr> <td>REIMBURSE SCALE</td> <td>42.00</td> </tr> <tr> <td>FUEL TAX CHARGE</td> <td>5.12-</td> </tr> <tr> <td>OCCUPATIONAL ACCIDENT INS</td> <td>112.00-</td> </tr> <tr> <td>NET TOTAL AMOUNT</td> <td>1,766.13</td> </tr> </table>	DESCRIPTION	QUANTITY	TOTAL NUMBER OF TRIPS	13.00	TOTAL UNIT MILES	7,011.00	GROSS MILEAGE PAY	9,042.31	SERVICE FAILURE CHARGE	300.00-	ADVANCE	200.00-	ADVANCE FEE	2.00-	BAILER TRAILER INSURANCE	56.00-	ROBTAIL INSURANCE	29.00-	DRIVERS LEGAL PLAN	17.92-	FUEL PURCHASE	3,478.03-	FORM 2290	422.40-	LEASE AGREEMENT PAYMENT	1,401.14-	MILEAGE TAX	10.57-	ORIENTATION TRIL MOVE PAY	197.00	PHYSICAL DAMAGE INSURANCE	376.00-	PHYSICAL/DRUG SCREEN	25.00-	PTL MAINTENANCE ESCROW	1,000.00-	QUALCOMM RENTAL FEE	78.00-	REIMBURSE SCALE	42.00	FUEL TAX CHARGE	5.12-	OCCUPATIONAL ACCIDENT INS	112.00-	NET TOTAL AMOUNT	1,766.13	
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Paschall Truck Lines, Inc.  
Owner Operator Settlement Summary

CARTER GALE STANCILL 3670 BUCKINGHAM COVE E  HORN LAKE MS 38637		Date: 12/02/15 Page: 1 Fed Tax ID: <span style="background-color: black; color: black;">XXXXXXXXXX</span> Dept: OWNER OPERATOR Check Date: 12/02/15
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<p>OWNER CARTER UNIT 65675</p> <p>ORDER DISP DATE CARGAL CARTER GALE STANCILL</p> <p>3330885 01 11/16/15</p> <p>STIVA E JESMD L PARKV</p> <p>REVENUE 575.00 @ 70.00 402.50</p> <p>FUEL SC .00 @ 70.00 .00</p> <p>TA-BALTIMO JRSSUP, MD FUEL 11/16/15 128.09</p> <p>TA-BALTIMO JRSSUP, MD FUEL 11/16/15 10.01</p> <p>TA-BALTIMO JRSSUP, MD FUEL 11/16/15 19.79</p> <p>NET MILEAGE PAY 244.61</p> <hr/> <p>OWNER CARTER UNIT 65675</p> <p>ORDER DISP DATE CARGAL CARTER GALE STANCILL</p> <p>3339273 01 11/18/15</p> <p>PARKV E MUMV L PEAKY L EG KY L SHEIN</p> <p>REVENUE 1,100.00 @ 70.00 770.00</p> <p>FUEL SC .00 @ 70.00 .00</p> <p>LOVES R378 RIDLEY, WV FUEL 11/18/15 233.96</p> <p>NET MILEAGE PAY 536.04</p> <hr/> <p>OWNER CARTER UNIT 65675</p> <p>ORDER DISP DATE CARGAL CARTER GALE STANCILL</p> <p>3340700 01 11/20/15</p> <p>SHEIN E WARIN L MCDGA</p> <p>REVENUE 1,300.00 @ 70.00 910.00</p> <p>FUEL SC .00 @ 70.00 .00</p> <p>LOVES R391 SAINT PAUL, IN FUEL 11/20/15 302.36</p> <p>LOVES R466 JASPER, AL FUEL 11/22/15 137.85</p> <p>NET MILEAGE PAY 469.79</p> <hr/> <p>OWNER CARTER UNIT 65675</p> <p>BUS TICKET MENTN-PADKY 60.50-</p> <p>LEASE AGREEMENT PAYMENT 660.00-</p> <p>PTL MAINTENANCE ESCROW 250.00-</p> <p>PHYSICAL DAMAGE INSURANCE 94.00-</p> <p>HAILEE TRAILER INSURANCE 14.00-</p> <p>BORTAIL INSURANCE 7.25-</p> <p>DRIVERS LEGAL PLAN 4.48-</p> <p>QUALCOMM RENTAL FEE 19.50-</p> <p>OCCUPATIONAL ACCIDENT INS 28.00-</p> <p>TOTAL 1,137.73-</p> <hr/> <p>MILES 1,681 UNIT TOTAL PAY 112.71</p> <p>* YEAR-TO-DATE *</p> <table style="width: 100%;"> <tr> <th>DESCRIPTION</th> <th>QUANTITY</th> </tr> <tr> <td>TOTAL NUMBER OF TRIPS</td> <td>16.00</td> </tr> <tr> <td>TOTAL UNIT MILES</td> <td>8,692.00</td> </tr> <tr> <td>GROSS MILEAGE PAY</td> <td>11,124.61</td> </tr> <tr> <td>SERVICE FAILURE CHARGE</td> <td>300.00-</td> </tr> <tr> <td>ADVANCE</td> <td>200.00-</td> </tr> <tr> <td>ADVANCE FEE</td> <td>2.00-</td> </tr> <tr> <td>HAILEE TRAILER INSURANCE</td> <td>70.00-</td> </tr> <tr> <td>BORTAIL INSURANCE</td> <td>36.25-</td> </tr> <tr> <td>BUS TICKET</td> <td>60.50-</td> </tr> <tr> <td>DRIVERS LEGAL PLAN</td> <td>22.40-</td> </tr> <tr> <td>FUEL PURCHASE</td> <td>4,310.09</td> </tr> <tr> <td>FORM 2290</td> <td>422.40-</td> </tr> <tr> <td>LEASE AGREEMENT PAYMENT</td> <td>2,061.14-</td> </tr> <tr> <td>MILEAGE TAX</td> <td>10.57-</td> </tr> <tr> <td>ORIENTATION TRLR MOVE PAY</td> <td>197.00</td> </tr> <tr> <td>PHYSICAL DAMAGE INSURANCE</td> <td>470.00-</td> </tr> <tr> <td>PHYSICAL/DRUG SCREEN</td> <td>25.00-</td> </tr> <tr> <td>PTL MAINTENANCE ESCROW</td> <td>1,250.00-</td> </tr> <tr> <td>QUALCOMM RENTAL FEE</td> <td>97.50-</td> </tr> <tr> <td>REIMBURSE SCALE</td> <td>42.00-</td> </tr> <tr> <td>FUEL TAX CHARGE</td> <td>5.12-</td> </tr> <tr> <td>OCCUPATIONAL ACCIDENT INS</td> <td>140.00-</td> </tr> <tr> <td>NET TOTAL AMOUNT</td> <td>1,880.84</td> </tr> </table>	DESCRIPTION	QUANTITY	TOTAL NUMBER OF TRIPS	16.00	TOTAL UNIT MILES	8,692.00	GROSS MILEAGE PAY	11,124.61	SERVICE FAILURE CHARGE	300.00-	ADVANCE	200.00-	ADVANCE FEE	2.00-	HAILEE TRAILER INSURANCE	70.00-	BORTAIL INSURANCE	36.25-	BUS TICKET	60.50-	DRIVERS LEGAL PLAN	22.40-	FUEL PURCHASE	4,310.09	FORM 2290	422.40-	LEASE AGREEMENT PAYMENT	2,061.14-	MILEAGE TAX	10.57-	ORIENTATION TRLR MOVE PAY	197.00	PHYSICAL DAMAGE INSURANCE	470.00-	PHYSICAL/DRUG SCREEN	25.00-	PTL MAINTENANCE ESCROW	1,250.00-	QUALCOMM RENTAL FEE	97.50-	REIMBURSE SCALE	42.00-	FUEL TAX CHARGE	5.12-	OCCUPATIONAL ACCIDENT INS	140.00-	NET TOTAL AMOUNT	1,880.84	
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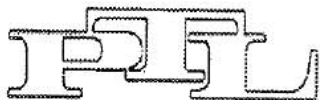


# Paschall Truck Lines, Inc. Owner Operator Settlement Summary

<b>CARTER GALE STANCILL</b> <b>3670 BUCKINGHAM COVE E</b>  <b>HORN LAKE MS 38637</b>		Date: 12/09/15 Page: 1 Fed Tax ID: <span style="background-color: black; color: black;">XXXXXXXXXX</span> Dept: OWNER OPERATOR Check Date: 12/09/15
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OWNER	CARTER	UNIT
ORDER	DISP DATE	CARGAL CARTER GALE STANCILL
3342538	01 11/23/15	
PICKUP 8 PENGA L VR GA L PENGA L VR GA L JACMS U HL MS		
REVENUE	775.00 @ 70.00%	542.50
FUEL SC	.00 @ 70.00%	.00
PICKUP		50.00
MISCELLANEOUS		100.00
PILOT #066 BRASELTON, GA	FUEL 11/24/15	149.25-
PILOT #388 MERIDIAN, MS	FUEL 11/24/15	127.13-
	NET MILEAGE PAY	416.12-
ORDER	DISP DATE	CARGAL CARTER GALE STANCILL
3344815	01 11/27/15	
HL MS U OB MS L HUNAL		
REVENUE	550.00 @ 70.00%	385.00
FUEL SC	.00 @ 70.00%	.00
PILOT #174 NEW ALBANY, MS	FUEL 11/27/15	137.88-
	NET MILEAGE PAY	247.12
ORDER	DISP DATE	CARGAL CARTER GALE STANCILL
3345051	01 11/27/15	
HUNAL E DAIGA L HUNAL L WM LA		
REVENUE	1,400.00 @ 70.00%	980.00
FUEL SC	.00 @ 70.00%	.00
LOVES #490 JASPER, TN	FUEL 11/28/15	213.99-
DOUBLE QUI LEMAND, MS	FUEL 11/29/15	60.58-
	NET MILEAGE PAY	705.43
ORDER	DISP DATE	CARGAL CARTER GALE STANCILL
3345321	01 11/30/15	
WM LA E MONIA L BATHS L BURNS		
REVENUE	572.92 @ 70.00%	401.04
FUEL SC	.00 @ 70.00%	.00
PILOT #261 WINONA, MS	FUEL 11/30/15	70.78-
	NET MILEAGE PAY	330.26
OWNER	CARTER	UNIT
REIMBURSE TOLLS	3345147	24.00
TOTAL		24.00
OWNER	CARTER	UNIT
LEASE AGREEMENT PAYMENT		650.00-
PTL MAINTENANCE ESCROW		250.00-
PHYSICAL DAMAGE INSURANCE		94.00-
BAILER TRAILER INSURANCE		14.00-
BOBTAIL INSURANCE		7.25-
DRIVERS LEGAL PLAN		4.48-
QUALCOMM RENTAL FEE		15.50-
OCCUPATIONAL ACCIDENT INS		28.00-
TOTAL		1,079.23-
MILES 1,839	UNIT TOTAL PAY	645.70
	* YEAR-TO-DATE *	
DESCRIPTION	QUANTITY	
TOTAL NUMBER OF TRIPS	20.00	
TOTAL UNIT MILES	10,531.00	
GROSS MILEAGE PAY	13,433.35	
PICKUP	50.00	
SERVICE FAILURE CHARGE	300.00-	
MISCELLANEOUS	100.00	
ADVANCE	200.00-	
ADVANCE FEE	2.00-	
BAILER TRAILER INSURANCE	84.00-	
BOBTAIL INSURANCE	43.50-	
BUS TICKET	60.50-	
DRIVERS LEGAL PLAN	26.88-	
FUEL PURCHASE	5,059.70-	
FURN 2250	422.40-	
LEASE AGREEMENT PAYMENT	2,721.14-	
MILEAGE TAX	10.57-	
ORIENTATION TRLR MOVE PAY	197.00	
PHYSICAL DAMAGE INSURANCE	564.00-	
PHYSICAL/DRUG SCREEN	25.00-	
PTL MAINTENANCE ESCROW	1,500.00-	
QUALCOMM RENTAL FEE	117.00-	
REIMBURSE SCALE	42.00	
FUEL TAX CHARGE	5.12-	
REIMBURSE TOLLS	24.00	
OCCUPATIONAL ACCIDENT INS	168.00-	
NET TOTAL AMOUNT	2,526.54	



Paschall Truck Lines, Inc.  
Owner Operator Settlement Summary

<b>CARTER GALE STANCILL</b> <b>3670 BUCKINGHAM COVE E</b>  <b>HORN LAKE MS 38637</b>		Date: 12/16/15 Page: 1 Fed Tax ID: <span style="background-color: black; color: black;">XXXXXXXXXX</span> Dept: OWNER OPERATOR Check Date: 12/16/15
OWNER CARTEG UNIT 65675 ORDER DISP DATE CARGAL CARTER GALE STANCILL 3345321 02 11/30/15 BCRMS L BCRMS REVENUE 2.08 @ 70.00% 1.46 FUEL SC .00 @ 70.00% .00 PILOT #174 NEW ALBANY, MS FUEL 12/01/15 297.39- NET MILEAGE PAY 295.91-	PTL MAINTENANCE ESCROW 1,750.00- QUALCOMM RENTAL FEE 136.50- REIMBURSE SCALE 52.50 FUEL TAX CHARGE 5.12- REIMBURSE TOLLS 100.20 OCCUPATIONAL ACCIDENT INS 196.00- NET TOTAL AMOUNT 3,275.33	
OWNER CARTEG UNIT 65675 ORDER DISP DATE CARGAL CARTER GALE STANCILL 3345347 01 12/01/15 BCRMS B JACTN L LHMNJ REVENUE 1,073.00 @ 70.00% 1,311.10 FUEL SC .00 @ 70.00% .00 PILOT #051 GREENEVILLE, TN FUEL 12/02/15 77.30- NET MILEAGE PAY 1,233.72		
OWNER CARTEG UNIT 65675 ORDER DISP DATE CARGAL CARTER GALE STANCILL 3347226 01 12/03/15 LHMNJ B BNGFA L HANPA REVENUE 600.00 @ 70.00% 420.00 FUEL SC .00 @ 70.00% .00 LOVES #358 HAMBURG, PA FUEL 12/03/15 140.53- NET MILEAGE PAY 279.47		
OWNER CARTEG UNIT 65675 ORDER DISP DATE CARGAL CARTER GALE STANCILL 3347705 01 12/04/15 HANPA B MNMFA L HR NC REVENUE 1,000.00 @ 70.00% 700.00 FUEL SC .00 @ 70.00% .00 PILOT #081 PORTERSVILLE, PA FUEL 12/04/15 305.40- NET MILEAGE PAY 394.60		
OWNER CARTEG UNIT 65675 ORDER DISP DATE CARGAL CARTER GALE STANCILL 3349218 01 12/07/15 HR NC B REINC L TILGA REVENUE 906.71 @ 70.00% 634.70 FUEL SC .00 @ 70.00% .00 FLYING J B GRAHAM, NC FUEL 12/07/15 281.47- NET MILEAGE PAY 353.23		
OWNER CARTEG UNIT 65675 ORDER DISP DATE CARGAL CARTER GALE STANCILL 3349218 02 12/07/15 TILGA L DALGA REVENUE 43.29 @ 70.00% 30.30 FUEL SC .00 @ 70.00% .00 PILOT #319 DALTON, GA FUEL 12/08/15 164.07- NET MILEAGE PAY 133.77-		
OWNER CARTEG UNIT 65675 REIMBURSE TOLLS 3337951 48.00 REIMBURSE TOLLS 3334611 20.00 REIMBURSE TOLLS 3326834 8.20 REIMBURSE SCALE 3351235 10.50 TOTAL 86.70		
OWNER CARTEG UNIT 65675 BUS TICKET PADKY-INDIN 92.00- LEASE AGREEMENT PAYMENT 660.00- PTL MAINTENANCE ESCROW 250.00- PHYSICAL DAMAGE INSURANCE 94.00- BAILER TRAILER INSURANCE 14.00- BOBTAIL INSURANCE 7.25- DRIVERS LEGAL PLAN 4.48- QUALCOMM RENTAL FEE 19.50- OCCUPATIONAL ACCIDENT INS 28.00- TOTAL 1,169.23-		
MILES 2,315 UNIT TOTAL PAY 748.79 * YEAR-TO-DATE * DESCRIPTION QUANTITY TOTAL NUMBER OF TRIPS 26.00 TOTAL UNIT MILES 12,846.00 GROSS MILEAGE PAY 16,530.91 PICKUP 50.00 SERVICE FAILURE CHARGE 300.00- MISCELLANEOUS 100.00 ADVANCE 200.00- ADVANCE FEE 2.00- BAILER TRAILER INSURANCE 98.00- BOBTAIL INSURANCE 50.75- BUS TICKET 152.50- DRIVERS LEGAL PLAN 31.36- FUEL PURCHASE 6,335.94- FORM 2290 422.40- LEASE AGREEMENT PAYMENT 3,381.14- MILEAGE TAX 10.57- ORIENTATION TRLR MOVE PAY 197.00 PHYSICAL DAMAGE INSURANCE 658.00- PHYSICAL/DRUG SCREEN 25.00-		





**Paschall Truck Lines, Inc.**  
Owner Operator Settlement Summary

<b>CARTER GALE STANCILL</b> <b>3670 BUCKINGHAM COVE E</b>  <b>HORN LAKE MS 38637</b>		Date: 1/06/16 Page: 1 Fed Tax ID: <span style="background-color: black; color: black;">XXXXXXXXXX</span> Dept: OWNER OPERATOR Check Date: 1/06/16
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FUEL PURCHASE	959.23-																																																																																																																																																																																																																																																																																																			
MILEAGE TAX	31.08-																																																																																																																																																																																																																																																																																																			
PHYSICAL DAMAGE INSURANCE	188.00-																																																																																																																																																																																																																																																																																																			
PTL MAINTENANCE ESCROW	1,754.03																																																																																																																																																																																																																																																																																																			
QUALCOMM RENTAL FEE	39.00-																																																																																																																																																																																																																																																																																																			
REIMBURSE SCALS	10.50																																																																																																																																																																																																																																																																																																			
FUEL TAX CHARGE	31.70-																																																																																																																																																																																																																																																																																																			
TRAILER RELOCATION	2,187.46-																																																																																																																																																																																																																																																																																																			
OCCUPATIONAL ACCIDENT INS	56.00-																																																																																																																																																																																																																																																																																																			

1-F

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF KENTUCKY

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GALE CARTER and FORBES HAYES

Plaintiff,

v.

PASCHALL TRUCK LINES, INC., *et al.*

Defendant.

---

No. 18-0041

**DECLARATION OF GALE CARTER**

1. I am over the age of 18 and fully competent to make this Declaration, which is based upon my personal knowledge.
2. From in or around March through to in or October to in or around December of 2015, I worked as a Lease Driver for Paschall Truck Lines ("PTL").
3. As a condition of working as a Lease Driver for PTL, I was required to sign an Independent Contractor Services Agreement ("ICSA").
4. At all times during my employment for PTL, I was subjected to PTL's policies and procedures, including but not limited to and the policies and procedures contained in my ICSA agreement.
5. While I worked for PTL, PTL classified me as an independent contractor.
6. PTL issued me a 1099 for income tax reporting purposes.
7. At all times during my employment with PTL, I understood that I was employed to haul PTL's customers' freight in a commercial motor vehicle on behalf of PTL, which I did.

8. At all times during my employment with PTL, I understood that I was required to haul freight exclusively for PTL, which I did.

9. Prior to being permitted to drive for the company, PTL required me to attend an Orientation Program, where I and other Lease drivers, among other things, attended classes and lectures where we learned PTL's policies and procedures, completed qualification paperwork, and took a DOT drug test, road test and medical physical.

10. After completing PTL's Orientation Program, PTL directed me to travel to Quality Companies in Indianapolis, Indiana, to lease a truck from Element Financial Corporation ("Element") for my work with PTL, which I did.

11. As a condition of leasing a truck from Element, I was required to sign a Vehicle Lease Agreement.

12. At all times during my employment with PTL, I was subject to the terms of the Vehicle Lease Agreement, including the requirement that I pay Element a weekly fee of \$660 to lease my truck.

13. As a Lease Driver for PTL, my job duties included but were not limited to: 1) communicating my location, activities, estimated time of arrival, and projected time of availability to PTL via the Qualcomm computer system on my truck and other means; 2) picking up and dropping off PTL's customers' freight; 3) assisting in the loading and unloading of PTL's customers' freight; 4) cleaning, fueling and completing pre-trip and post-trip inspections on my leased vehicle; 5) completing routine maintenance on my leased vehicle 6) and completing and transmitting paperwork in relation to freight I delivered for PTL.

14. PTL assigned me a fleet manager who sent me load assignments and coordinated my work with PTL.



15. I received my load assignments via the Qualcomm unit on my truck, along with the pick-up location, pick-up time, drop-off location, drop-off time, my route and the approximate amount I would be paid for the load.

16. While at PTL I was permitted to accept, or reject loads, but was not guaranteed a new load if I chose to reject the load offered to me at PTL.

17. At no point during my employment with PTL was I permitted to negotiate the rate that PTL's customers paid PTL for the freight that I hauled.

18. At all times during my employment with PTL, I spent at least five, and often seven days over-the-road hauling freight for exclusively for PTL.

19. During my employment with PTL, I spent approximately two to three weeks at a time over-the-road and under dispatch (*i.e.* working) for PTL.

20. While over-the-road for PTL, I slept in the sleeper-berth of my leased vehicle while parked mostly at truck stops, rest stops and at PTLs' customers locations.

21. At all times during my employment for PTL, it was my understanding that I was being compensated 70% of the gross freight revenue and 100% of the fuel surcharge that PTL's customers paid PTL for the freight that I hauled for PTL.

22. At all times during my employment for PTL, PTL required me to pay operating costs and other fees associated with my work for PTL, including, but not limited to, my vehicle lease fee, fuel, insurance, a Qualcomm unit rental fee, and maintenance fees.

23. I left my employment with PTL due to the fact that I received multiple settlement statements that showed that I had made \$0 in compensation for full weeks working exclusively for PTL, and was in fact in debt to PTL due to deductions that were taken from my compensation to pay PTL's operating costs such as the truck lease fee, fuel payments and maintenance payments.

24. After leaving my employment with PTL, I received notice from a collection agency that PTL was holding me responsible for approximately \$7,312.54 in expenses, including a \$5,000 early termination fee.

25. It is my understanding that the other Lease Drivers who were employed by PTL were subject to the same policies and practices regarding their job duties and responsibilities, their pay, deductions from their pay

**VERIFICATION**

Pursuant to 28 U.S.C. §1746, I hereby declare under penalty of perjury under the laws of the United States of America that the foregoing is true to the best of my knowledge and recollection.

Dated: Oct 11, 2018

Signature:   
Gale Carter (Oct 11, 2018)

Email: gsc276@gmail.com

1-G



**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF KENTUCKY**

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GALE CARTER and FORBES HAYES

Plaintiff,

No. 18-0041

v.

PASCHALL TRUCK LINES, INC., *et al.*

Defendant.

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**DECLARATION OF FORBES HAYS**

1. I am over the age of 18 and fully competent to make this Declaration, which is based upon my personal knowledge.

2. From in or around March through to in or June of 2016, I worked as a Lease Driver for Paschall Truck Lines (“PTL”).

3. As a condition of working as a Lease Driver for PTL, I was required to sign an Independent Contractor Services Agreement (“ICSA”).

4. At all times during my employment for PTL, I was subject to PTL’s policies and procedures, including but not limited to and the policies and procedures contained in my ICSA agreement.

5. While I worked for PTL, PTL classified me as an independent contractor.

6. PTL issued me a 1099 for income tax reporting purposes.

7. At all times during my employment with PTL, I understood that I was employed to haul PTL’s customers’ freight in a commercial motor vehicle on behalf of PTL, which I did.

8. At all times during my employment with PTL, I understood that I was required to haul freight exclusively for PTL, which I did.

9. Prior to being permitted to drive for the company, PTL required me to attend an Orientation Program, where I and other Lease drivers, among other things, attended classes and lectures where we learned PTL's policies and procedures, completed qualification paperwork, and took a DOT drug test, road test and medical physical.

10. After completing PTL's Orientation Program, I was directed to travel to Quality Companies in Indianapolis, Indiana, to lease a truck from Element Financial Corporation ("Element") for my work with PTL, which I did.

11. As a condition of leasing a truck from Element, I was required to sign a Vehicle Lease Agreement.

12. At all times during my employment with PTL, I was subject to the terms of the Vehicle Lease Agreement, including the requirement that I pay Element a weekly fee of HAYS - \$495 CARTER - \$660 to lease my truck.

13. As a Lease Driver for PTL, my job duties included but were not limited to: 1) communicating my location, activities, estimated time of arrival, and projected time of availability to PTL via the Qualcomm computer system on my truck and other means; 2) picking up and dropping off PTL's customers' freight; 3) assisting in the loading and unloading of PTL's customers' freight; 4) cleaning, fueling and completing pre-trip and post-trip inspections on my leased vehicle; 5) completing routine maintenance on my leased vehicle 6) and completing and transmitting paperwork in relation to freight I delivered for PTL.

14. PTL assigned me a fleet manager who sent me load assignments and coordinated my work with PTL.

15. I received my load assignments via the Qualcomm unit on my truck, along with the pick-up location, pick-up time, drop-off location, drop-off time, my route and the approximate amount I would be paid for the load.

16. While at PTL I was permitted to accept, or reject loads, but was not guaranteed a new load if I chose to reject the load offered to me at PTL.

17. At no point during my employment with PTL was I permitted to negotiate the rate that PTL's customers paid PTL for the freight that I hauled.

18. At all times during my employment with PTL, I spent at least five, and often seven days over-the-road hauling freight for exclusively for PTL.

19. While over-the-road for PTL, I slept in the sleeper-berth of my leased vehicle while parked mostly at truck stops, rest stops and at PTLs' customers locations.

20. At all times during my employment for PTL, it was my understanding that I was being compensated 70% of the gross freight revenue and 100% of the fuel surcharge that PTL's customers paid PTL for the freight that I hauled for PTL.

21. At all times during my employment for PTL, PTL required me to pay operating costs and other fees associated with my work for PTL, including, but not limited to, my vehicle lease fee, fuel, insurance, a Qualcomm unit rental fee, and maintenance fees.

22. After leaving my employment with PTL, I received notice from a collection agency that PTL was holding me responsible for approximately \$7,969.48 in expenses, including a \$5,000 early termination fee.

23. It is my understanding that the other Lease Drivers who were employed by PTL were subject to the same policies and practices regarding their job duties and responsibilities, their pay, deductions from their pay

**VERIFICATION**

Pursuant to 28 U.S.C. §1746, I hereby declare under penalty of perjury under the laws of the United States of America that the foregoing is true to the best of my knowledge and recollection.

Dated: Oct 11, 2018

Signature: Forbes Kern Hays  
Forbes Kern Hays (Oct 11, 2018)

Email: countrybuck368@gmail.com



1-H

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF KENTUCKY**

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GALE CARTER and FORBES HAYES

Plaintiff,

v.

PASCHALL TRUCK LINES, INC., *et al.*

Defendant.

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No. 18-0041

**DECLARATION OF LAKENDAL HARRIS**

1. I am over the age of 18 and fully competent to make this Declaration, which is based upon my personal knowledge.

2. Beginning in or around March of 2016 until in or around the summer of 2016, I worked as a Lease Driver for Paschall Truck Lines (“PTL”).

3. As a condition of working as a Lease Driver for PTL, I was required to sign an Independent Contractor Services Agreement (“ICSA”).

4. At all times during my employment for PTL, I was subject to PTL’s policies and procedures, including but not limited to and the policies and procedures contained in my ICSA agreement.

5. While I worked for PTL, PTL classified me as an independent contractor.

6. PTL issued me a 1099 for income tax reporting purposes.

7. At all times during my employment with PTL, I understood that I was employed to haul PTL’s customers’ freight in a commercial motor vehicle on behalf of PTL, which I did.

8. At all times during my employment with PTL, I understood that I was required to haul freight exclusively for PTL, which I did.

9. Prior to being permitted to drive for the company, PTL required me to attend an Orientation Program, where I and other Lease drivers, among other things, attended classes and lectures where we learned PTL's policies and procedures, completed qualification paperwork, and took a DOT drug test, road test and medical physical.

10. After completing PTL's Orientation Program, PTL directed me to travel to Quality Companies in Indianapolis, Indiana, to lease a truck from Element Financial Corporation ("Element") for my work with PTL, which I did.

11. As a condition of leasing a truck from Element, I was required to sign a Vehicle Lease Agreement.

12. At all times during my employment with PTL, I was subject to the terms of the Vehicle Lease Agreement, including the requirement that I pay Element a weekly fee of approximately \$500 to lease my truck.

13. As a Lease Driver for PTL, my job duties included but were not limited to: 1) communicating my location, activities, estimated time of arrival, and projected time of availability to PTL via the Qualcomm computer system on my truck and other means; 2) picking up and dropping off PTL's customers' freight; 3) assisting in the loading and unloading of PTL's customers' freight; 4) cleaning, fueling and completing pre-trip and post-trip inspections on my leased vehicle; 5) completing routine maintenance on my leased vehicle 6) and completing and transmitting paperwork in relation to freight I delivered for PTL.

14. PTL assigned me a fleet manager who sent me load assignments and coordinated my work with PTL.

15. I received my load assignments via the Qualcomm unit on my truck, along with the pick-up location, pick-up time, drop-off location, drop-off time, my route and the approximate amount I would be paid for the load.

16. While at PTL I was permitted to accept, or reject loads, but was not guaranteed a new load if I chose to reject the load offered to me at PTL.

17. At no point during my employment with PTL was I permitted to negotiate the rate that PTL's customers paid PTL for the freight that I hauled.

18. At all times during my employment with PTL, I spent at least five, and often seven days over-the-road hauling freight for exclusively for PTL.

19. During my employment with PTL, I spent approximately two to three weeks at a time over-the-road and under dispatch (*i.e.* working) for PTL.

20. While over-the-road for PTL, I slept in the sleeper-berth of my leased vehicle while parked mostly at truck stops, rest stops and at PTLs' customers locations.

21. At all times during my employment for PTL, it was my understanding that I was being compensated 70% of the gross freight revenue and 100% of the fuel surcharge that PTL's customers paid PTL for the freight that I hauled for PTL.

22. At all times during my employment for PTL, PTL required me to pay operating costs and other fees associated with my work for PTL, including, but not limited to, my vehicle lease fee, fuel, insurance, a Qualcomm unit rental fee, and maintenance fees.

23. I left my employment with PTL due to the fact that I received multiple settlement statements that showed that I had made \$0 in compensation for full weeks working exclusively for PTL, and was in fact in debt to PTL due to deductions that were taken from my compensation to pay PTL's operating costs such as the truck lease fee, fuel payments and maintenance payments.



24. After leaving my employment with PTL, I received notice from a collection agency that PTL was holding me responsible for approximately \$7,000 in expenses.

25. It is my understanding that the other Lease Drivers who were employed by PTL were subject to the same policies and practices regarding their job duties and responsibilities, their pay, deductions from their pay

**VERIFICATION**

Pursuant to 28 U.S.C. §1746, I hereby declare under penalty of perjury under the laws of the United States of America that the foregoing is true to the best of my knowledge and recollection.

Dated: Oct 12, 2018

Signature:   
Lakendal Harris (Oct 12, 2018)

Email: lakendalharris@gmail.com

1-I

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF KENTUCKY  
PADUCAH DIVISION

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GALE CARTER and FORBES HAYES, *on  
behalf of themselves and those similarly  
situated,*

Plaintiffs,

v.

PASCHALL TRUCK LINES, INC.;  
ECN FINANCIAL LLC; ELEMENT  
TRANSPORTATION, LLC; and JOHN  
DOES 1-20,

Defendants.

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Case No. 5:18-cv-00041-TBR

Judge Thomas B. Russell

**DEFENDANT PASCHALL TRUCK LINES, INC.'S  
RESPONSE TO PLAINTIFFS' FIRST REQUEST FOR ADMISSIONS**

Defendant, Paschall Truck Lines, Inc. ("PTL"), under Rule 36 of the Federal Rules of Civil Procedure, respectfully responds to Plaintiffs' First Request for Admissions as follows:

**RESPONSES TO REQUESTS FOR ADMISSION**

1. Admit that, before being allowed to drive for Defendant, Defendant required Plaintiffs to sign Independent Contractor Service Agreements.

**Response:** Objection. The definition of "Defendant" in Plaintiffs' First Requests for Admissions ("Requests") is overbroad. PTL answers only on its own behalf.

PTL denies this request.



2. Admit that, before being allowed to drive for Defendant, Defendant required individuals Defendant classified as “independent contractors” to sign Independent Contractor Service Agreements.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

3. Admit that, before being allowed to drive for Defendant, Defendant required Plaintiffs to agree to be responsible for all costs and expenses associated with the operation of their leased vehicles.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

4. Admit that, before being allowed to drive for Defendant, Defendant required drivers Defendant classified as “independent contractors” to agree to be responsible for all costs and expenses associated with the operation of their vehicles.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

5. Admit that, before being allowed to drive for Defendant, Defendant required Plaintiffs to agree to be responsible for costs and expenses associated with the operation of their leased vehicles, including fuel, tires, tire chains, load locks, empty mileage, permits of all types, tolls, fines, detention, fuel taxes, property taxes, sales and use taxes, highway use taxes, payroll taxes, unemployment taxes, income taxes and accessorial services.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

6. Admit that, before being allowed to drive for Defendant, Defendant required drivers Defendant classified as “independent contractors” to be responsible for costs and expenses associated with the operation of their vehicles, including fuel, tires, tire chains, load locks, empty mileage, permits of all types, tolls, fines, detention, fuel taxes, property taxes, sales and use taxes, highway use taxes, payroll taxes, unemployment taxes, income taxes and accessorial services.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

7. Admit that, before being allowed to drive for Defendant, Defendant required Plaintiffs to agree that they would pay Defendant an “early termination fee”

of \$5,000 if they were to cease providing services to Defendant within nine (9) months of the effective date of their Independent Contractor Service Agreements.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

8. Admit that, before being allowed to drive for Defendant, Defendant requires individuals Defendant classifies as “independent contractors” to agree that they will pay Defendant an “early termination fee” if they are to cease providing services to Defendant within nine (9) months of the effective date of their Independent Contractor Service Agreements.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

9. Admit that Defendant made payments to Element relating to the trucks Plaintiffs operated.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

10. Admit that Defendant made payments to Element relating to the trucks operated by drivers Defendant classified as “independent contractors” who performed work for Defendant.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

11. Admit that Element made payments to Defendant relating to the trucks operated by drivers whom Defendant classified as “independent contractors” who performed work for Defendant.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

12. Admit that Defendant deducted money from the pay of drivers Defendant classified as “independent contractors” in order to make lease payments relating to the trucks operated by said drivers.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.



PTL admits some individuals who executed an Independent Contractor Service Agreement with PTL (“Contractors”) authorized PTL to deduct, and directed PTL to forward, lease payments to third-party entities.

PTL denies the remainder of this request.

13. Admit that Defendant deducted money from Plaintiffs’ pay in order to make lease payments relating to the trucks Plaintiffs operated while performing work for Defendant.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL admits Plaintiffs authorized PTL to deduct, and directed PTL to forward, lease payments to third-party entities.

PTL denies the remainder of this request.

14. Admit that Plaintiffs were not permitted to use their leased truck(s) to haul loads for any carrier other than Defendant without providing Defendant 24-hours’ notice of such use and returning all of Defendant’s property at least 24 hours before such use.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

15. Admit that drivers Defendant classified as “independent contractors” were not permitted to use their leased trucks to haul loads for any carrier other than Defendant without providing Defendant 24-hours’ notice of such use and returning all of Defendant’s property at least 24 hours before such use.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

16. Admit that Defendants did not give Plaintiffs access to the load boards Defendants used to assign loads to them.

**Response:** Objection. The Requests do not define “Defendants.” PTL answers only on its own behalf.

PTL objects that the phrase “load boards Defendants used to assign loads” is vague and ambiguous. PTL denies that Plaintiffs did not have access to information regarding the loads that were available for delivery.

PTL denies the remainder of the request.

17. Admit that Defendant did not give drivers Defendant classified as “independent contractors” access to the load boards Defendant used to assign loads to them.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL objects that the phrase “access to load boards” is vague and ambiguous. PTL further objects that the phrase “load boards [PTL] used to assign loads” is vague and ambiguous. PTL denies that Contractors did not have access to information regarding the loads that were available for delivery.

PTL denies the remainder of the request.

18. Admit that Defendant utilized the same load boards in assigning loads to individuals Defendant classified as “independent contractors” and as well as individuals Defendant classified as employees.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL objects that the phrase “utilized the same load boards in assigning loads” is vague and ambiguous. PTL denies that Contractors did not have access to information regarding the loads that were available for delivery.

PTL denies the remainder of the request.

19. Admit that Defendant utilized the same driver managers for drivers Defendant classified as “independent contractors” and employees.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

20. Admit that Defendant scheduled when Plaintiffs could perform work for Defendant.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

21. Admit that Defendant scheduled when drivers whom Defendant classified as “independent contractors” could perform work for Defendant.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

22. Admit that Defendant deducted pay from Plaintiffs’ Settlements to fund Escrow Accounts maintained by Defendant.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL objects to this request as vague. Specifically, the request does not define “Escrow Accounts maintained by Defendant.” PTL admits it administered a Maintenance Reserve Account authorized by Plaintiffs.

PTL denies the remainder of this request.

23. Admit that Defendant deducted pay from the Settlements of drivers Defendant classified as “independent contractors” to fund Escrow Accounts maintained by Defendant.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL objects to this request as vague. Specifically, the request does not define “Escrow Accounts maintained by Defendant.”

PTL admits it administered a Maintenance Reserve Account to the extent a Contractor authorized PTL to do so. PTL denies the remainder of this request.

24. Admit that Defendant did not pay Plaintiffs \$.94 per mile for designated empty miles.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL objects to this request as vague. Specifically, the request does not define “designated empty miles.”

PTL admits it compensated Plaintiffs in accordance with the Independent Contractor Service Agreements. PTL denies the remainder of this request.

25. Admit that Defendant did not pay Plaintiffs 70% of all revenue (including fuel surcharge) actually received from the shippers, brokers, forwarders, consignees, or other carriers related to the services they performed for Defendant less



the amount paid to any third party by Defendant in relation to movement of the load and any warehouse or storage charges.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL objects that the term “revenue” is vague and ambiguous as to what Plaintiffs assert should be included in “revenue” under the Independent Contractor Service Agreements.

PTL admits it compensated Plaintiffs in accordance with the Independent Contractor Service Agreements. PTL denies the remainder of this request.

26. Admit that Defendant subjected Plaintiffs to the same policies and practices as other individuals who drove a truck for Defendant and who Defendant designated as “independent contractors.”

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

27. Admit that Defendant subjected drivers Defendant classified as “independent contractors” to the same policies and practices.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

28. Admit that Defendant's main business is to provide property transportation services.

**Response:** Objection. The definition of "Defendant" in Plaintiffs' Requests is overbroad. PTL answers only on its own behalf.

PTL objects to this request as vague. Specifically, the request does not define "main business" or "property transportation services."

PTL admits it is a federally-authorized, interstate motor carrier. PTL denies the remainder of this request.

29. Admit that the services provided to Defendant by drivers Defendant classifies as "independent contractors" is integral to Defendant's business.

**Response:** Objection. The definition of "Defendant" in Plaintiffs' Requests is overbroad. PTL answers only on its own behalf.

PTL objects to this request as vague. Specifically, the request does not define "integral."

PTL denies this request.

30. Admit that Defendant requires drivers Defendant classifies as "independent contractors" to attend an orientation prior to being permitted to drive a truck for Defendant.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

31. Admit that Plaintiffs’ Settlements were processed in Kentucky.

**Response:** Admit.

32. Admit that Settlements of Defendant’s drivers whom Defendant classifies as “independent contractors” were processed in Kentucky.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

Admit.

33. Admit that Defendant’s designation of certain drivers as “independent contractors” permits Defendant to forego payment of payroll taxes on behalf of such individuals.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

34. Admit that Defendant deducted money from Plaintiffs' compensation as reimbursement for maintenance costs and fuel costs that Defendants incurred in relation to the work that Plaintiffs performed for Defendants.

**Response:** Objection. The definition of "Defendant" in Plaintiffs' Requests is overbroad. Further, the term "Defendants" is not defined. PTL answers only on its own behalf.

PTL admits Plaintiffs, via their Independent Contractor Service Agreements, authorized PTL to deduct from their settlements amounts Plaintiffs incurred related to maintenance costs and fuel costs. PTL denies the remainder of this request.

35. Admit that Defendant deducts money from the compensation of individuals Defendant classifies as "independent contractors" as reimbursement for maintenance and fuel costs Defendant incurred in relation to the work that such individuals performed for Defendants.

**Response:** Objection. The definition of "Defendant" in Plaintiffs' Requests is overbroad. Further, the term "Defendants" is not defined. PTL answers only on its own behalf.

PTL admits Contractors, via their Independent Contractor Service Agreements, authorized PTL to deduct funds from their settlements amounts for maintenance and fuel costs that the Contractors incurred. PTL denies the remainder of this request.

36. Admit that Defendant deducted money from Plaintiffs' compensation as reimbursement for operational costs Defendant incurred as a result of the work such individuals performed for Defendant.

**Response:** Objection. The definition of "Defendant" in Plaintiffs' Requests is overbroad. PTL answers only on its own behalf.

PTL objects that the phrase "operational costs" is vague and ambiguous. Because the use of this ambiguous phrase renders the request incomprehensible, PTL is unable to truthfully admit or deny the request.

37. Admit that defendant deducts money from the compensation of individuals Defendant classifies as "independent contractors" as reimbursement for operational costs Defendant incurs as a result of the work such individuals perform for Defendant.

**Response:** Objection. The definition of "Defendant" in Plaintiffs' Requests is overbroad. PTL answers only on its own behalf.

PTL objects that the phrase "operational costs" is vague and ambiguous. Because the use of this ambiguous phrase renders the request incomprehensible, PTL is unable to truthfully admit or deny the request.

38. Admit that the deductions that Defendant made from the compensation of individuals Defendant classifies as "independent contractors" are not revocable upon written notice to Defendant.



**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL objects that this request is not relevant to any of Plaintiffs’ claims and therefore outside the scope of discovery. *See* Fed. R. Civ. P. 26(b)(1) (limiting discovery to what is “relevant to any party’s claim or defense”); *see also Campbell v. Mack*, 2017 WL 5150883, at \*8 (E.D. Mich. Nov. 7, 2017) (denying motion to compel documents that were irrelevant to the plaintiff’s claims). Based on its objection, PTL will not respond to this request. *U.S. v. One Tract of Real Prop. Together With all Bldgs., Improvements, Appurtenances and Fixtures*, 95 F.3d 422, 428 (6th Cir. 1996) (holding government’s objections to requests for admission, which objections included lack of relevance, were “valid grounds” for denying the motion to compel); *Wells Fargo Bank, N.A. v. Konover*, 305CV01924CFD/WIG, 2009 WL 981820, at \*1 (D. Conn. Apr. 9, 2009) (denying motion to compel answers to requests for admission where request were “not relevant to the issues in this litigation”); *Est. of Cederloff v. U.S.*, CIV.A. DKC 08-2863, 2010 WL 157512, at \*2 (D. Md. Jan. 13, 2010) (denying motion to compel answers to requests for admission where requests were “wholly irrelevant to the instant case”).

39. Admit that, before being allowed to drive a leased vehicle for Defendant, Defendant requires individuals Defendant classifies as “independent contractors” to agree to indemnify Defendant for any damage, fine, penalty, allegation or loss arising

from the operation of the leased vehicle during subcontracted operations or trip leases.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

40. Admit that, before being allowed to drive a leased vehicle for Defendant, Defendant requires individuals Defendant classifies as “independent contractors” to agree to indemnify Defendant for any liability, claim, loss, cost or expense incurred by or asserted against Defendant in connection with late pickup and/or delivery of shipments where late pickup and/or delivery was deemed to be the result of driver’s negligence.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

41. Admit that, before being allowed to drive a leased vehicle for Defendant, Defendant requires individuals Defendant classifies as “independent contractors” to agree to indemnify Defendant from liability for bodily injury or property loss to third parties where the vehicle was not specifically performing a trip for Defendant.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

42. Admit that, in order to continue driving the leased vehicle for Defendant, Defendant required Plaintiffs to maintain a Non-Trucking Liability Insurance Policy, to be applied to the use and operation of the leased vehicle when their vehicles were not performing a trip that was specifically assigned to Plaintiffs by Defendant.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

43. Admit that, in order to continue driving a leased vehicle for Defendant, Defendant requires individuals Defendant classifies as “independent contractors” to maintain a NonTrucking Liability Insurance Policy, to be applied to the use and operation of the leased vehicle when the vehicle was not performing a trip that was specifically assigned to Mr. Hayes’ by Defendant.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

44. Admit that, in order to be paid for loading and unloading a vehicle, Defendant requires individuals Defendant classifies as “independent contractors” to submit proof that the vehicle was loaded and unloaded.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

45. Admit that Defendant requires individuals Defendant classifies as “independent contractors” to have Qualcomm equipment on their leased vehicles serviced by a vendor that is approved by Defendant.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

46. Admit that Defendant facilitated the purchase of Plaintiffs’ Qualcomm Devices that were used on their leased vehicles.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL admits Plaintiffs voluntarily elected to have PTL arrange to furnish Plaintiffs’ Qualcomm devices. PTL denies the remainder of this request.

47. Admit that Defendant facilitated the purchase of the insurance policies that insured Plaintiffs' leased vehicles.

**Response:** Objection. The definition of "Defendant" in Plaintiffs' Requests is overbroad. PTL answers only on its own behalf.

PTL objects to this request as vague. Specifically, the phrase "insurance policies that insured Plaintiffs' leased vehicles" is unclear.

PTL admits it facilitated the purchase of certain insurance policies on behalf of Plaintiffs at their election. PTL denies the remainder of this request.

48. Admit that Defendant did not provide Plaintiff Gale Carter an accounting of his escrow funds within forty-five (45) days of termination of her Contractor Operating Agreement.

**Response:** Objection. The definition of "Defendant" in Plaintiffs' Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

49. Admit that Defendant did not provide Plaintiff Forbes Hayes an accounting of his escrow funds within forty-five (45) days of termination of his Contractor Operating Agreement.

**Response:** Objection. The definition of "Defendant" in Plaintiffs' Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.



50. Admit that Defendant did not return to Plaintiff Gale Carter all escrow funds due within forty-five (45) days of termination of her Contractor Operating Agreement.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

51. Admit that Defendant did not return to Plaintiff Forbes Hayes all escrow funds due within forty-five (45) days of termination of his Contractor Operating Agreement.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

PTL denies this request.

52. Admit that the total amount of all deductions Defendant took from Plaintiff Gale Carter’s settlements in 2015 exceeded \$2,500.

**Response:** Objection. The definition of “Defendant” in Plaintiffs’ Requests is overbroad. PTL answers only on its own behalf.

Admit.

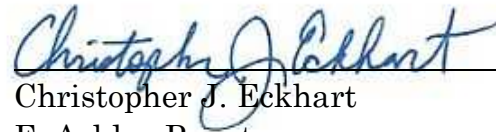
53. Admit that the total amount of all deductions Defendant took from Plaintiff Forbes Hayes' settlements in 2016 exceeded \$2,500.

**Response:** Objection. The definition of "Defendant" in Plaintiffs' Requests is overbroad. PTL answers only on its own behalf.

Admit.

Dated: September 26, 2018

Respectfully submitted,



Christopher J. Eckhart

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### CERTIFICATE OF SERVICE

I, Christopher J. Eckhart, hereby certify that on September 26, 2018, the foregoing was served on the following counsel via e-mail.

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\_\_\_\_\_  
Christopher J. Eckhart

1-J

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF KENTUCKY  
PADUCAH DIVISION

GALE CARTER and FORBES HAYES, *on  
behalf of themselves and those similarly  
situated,*

Plaintiffs,

v.

PASCHALL TRUCK LINES, INC.;  
ECN FINANCIAL LLC; ELEMENT  
TRANSPORTATION, LLC; and JOHN  
DOES 1-20,

Defendants.

Case No. 5:18-cv-00041-TBR

Judge Thomas B. Russell

**DEFENDANT PASCHALL TRUCK LINES, INC.'S  
RESPONSE TO PLAINTIFFS' FIRST SET OF INTERROGATORIES**

Defendant, Paschall Truck Lines, Inc. ("PTL"), under Rule 33 of the Federal Rules of Civil Procedure, respectfully responds to Plaintiffs' First Set of Interrogatories as follows:

**RESPONSES TO INTERROGATORIES**

1. Identify each and every "Lease Agreement Payment" deduction made from Plaintiff Forbes Hayes' Settlement Summaries. For each such deduction, identify:

- a. The date(s) such deduction(s) was/were made;
- b. The purpose of the deduction;
- c. How the amount of the deduction was calculated;
- d. Whether the deduction was forwarded to an entity other than Defendant;
- e. The identity of the entit(ies) to whom the deduction was forwarded;
- f. The amount forwarded to such entit(ies);
- g. The dates that such amounts were forwarded;



- h. Whether the deduction was made pursuant to an agreement; and
- i. The purpose with which the deduction was forwarded.

**Response:** Via email from Travis Martindale Jarvis dated September 12, 2018, Plaintiffs withdrew subparts (a)–(d), (g) and (h) of this interrogatory. Accordingly, PTL’s response is limited to subparts (e), (f) and (i). PTL objects to this interrogatory as vague and ambiguous with respect to the terms “Lease Agreement Payment” or “Lease Agreement Pay.” PTL understands this interrogatory as seeking information related to the line items on Plaintiffs’ settlement sheets labeled “Lease Agreement Payment” or “Lease Agreement Pay,” and has limited its answers accordingly.

(e) Lease Agreement Payments were forwarded to Quality Equipment Sales.

(f) The amount forwarded is indicated in Plaintiff Hayes’ settlement sheets. Per Rule 33(d), PTL will produce Plaintiff Hayes’ settlement sheets.

(i) Plaintiff Hayes directed the Lease Agreement Payments to be forwarded.

2. Identify each and every “Lease Agreement Payment” deduction made from Plaintiff Gale Carter’s Settlement Summaries. For each such deduction, identify:

- a. The date(s) such deduction(s) was/were made;
- b. The purpose of the deduction;
- c. How the amount of the deduction was calculated;
- d. Whether the deduction was forwarded to an entity other than Defendant;

- e. The identity of the entit(ies) to whom the deduction was forwarded;
- f. The amount forwarded to such entit(ies);
- g. The dates that such amounts were forwarded;
- h. Whether the deduction was made pursuant to an agreement; and
- i. The purpose with which the deduction was forwarded.

**Response:** Via email from Travis Martindale Jarvis dated September 12, 2018, Plaintiffs withdrew subparts (a)–(d), (g) and (h) of this interrogatory on September 12, 2018. Accordingly, PTL’s response is limited to subparts (e), (f) and (i). PTL objects to this interrogatory as vague and ambiguous with respect to the terms “Lease Agreement Payment” or “Lease Agreement Pay.” PTL understands this interrogatory as seeking information related to the line items on Plaintiff’s settlement sheets labeled “Lease Agreement Payment” or “Lease Agreement Pay,” and has limited its answers accordingly.

(e) Lease Agreement Payments were forwarded to Quality Equipment Sales.

(f) The amount forwarded is indicated in Plaintiff Carter’s settlement sheets. Per Rule 33(d), PTL will produce Plaintiff Carter’s settlement sheets.

(i) Plaintiff Carter directed the Lease Agreement Payments to be forwarded.

3. Identify each and every “Lease Agreement Payment” deduction made from the Settlement Summaries associated with the commercial vehicle with the VIN # 1XKAD49X3CJ305043, from June 1, 2016 to the present. For each such deduction, identify:

- a. The date(s) such deduction(s) was/were made;
- b. The purpose of the deduction;
- c. How the amount of the deduction was calculated;
- d. Whether the deduction was forwarded to an entity other than Defendant;
- e. The identity of the entit(ies) to whom the deduction was forwarded;
- f. The amount forwarded to such entit(ies);
- g. The dates that such amounts were forwarded;
- h. Whether the deduction was made pursuant to an agreement; and
- i. The purpose with which the deduction was forwarded.

**Response:** Via email from Travis Martindale Jarvis dated September 12, 2018, Plaintiffs withdrew this interrogatory in its entirety.

4. Identify each and every "Lease Agreement Payment" deduction made from the Settlement Summaries associated with the commercial vehicle with the VIN # 3HSDJAPROGN287988, from December 1, 2015 to the present. For each such deduction, identify:

- a. The date(s) such deduction(s) was/were made;
- b. The purpose of the deduction;
- c. How the amount of the deduction was calculated;
- d. Whether the deduction was forwarded to an entity other than Defendant;
- e. The identity of the entit(ies) to whom the deduction was forwarded;
- f. The amount forwarded to such entit(ies);
- g. The dates that such amounts were forwarded;
- h. Whether the deduction was made pursuant to an agreement; and
- i. The purpose with which the deduction was forwarded.

**Response:** Via email from Travis Martindale Jarvis dated September 12, 2018, Plaintiffs withdrew this interrogatory in its entirety.

**Signature as to Answers to Interrogatories**

I affirm under the penalties of perjury that I have read Defendant Paschall Truck Lines, Inc.'s Answers to Plaintiffs' First Set of Interrogatories, know its contents, and am informed and believe that the foregoing responses are true based on my knowledge, on information reflected in documents and on information supplied by others.

PASCHALL TRUCK LINES, INC.

By: 

Jeremy Owen  
Printed Name

Accounts Receivable Manager  
Title

9-24-18  
Date

AS TO OBJECTIONS:

  
Christopher J. Eckhart

Dated: September 24, 2018

Respectfully submitted,



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### CERTIFICATE OF SERVICE

I, Christopher J. Eckhart, hereby certify that on September 24, 2018, the foregoing was served on the following counsel via e-mail.

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ECN Financial LLC*

  
\_\_\_\_\_  
Christopher J. Eckhart

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF KENTUCKY  
PADUCAH DIVISION

GALE CARTER and FORBES HAYES, *on  
behalf of themselves and those similarly  
situated,*

Plaintiffs,

v.

PASCHALL TRUCK LINES, INC.;  
ECN FINANCIAL LLC; ELEMENT  
TRANSPORTATION, LLC; and JOHN  
DOES 1-20,

Defendants.

Case No. 5:18-cv-00041-TBR

Judge Thomas B. Russell

**DEFENDANT PASCHALL TRUCK LINES, INC.'S  
RESPONSE TO PLAINTIFFS' SECOND SET OF INTERROGATORIES**

Defendant, Paschall Truck Lines, Inc. ("PTL"), under Rule 33 of the Federal Rules of Civil Procedure, respectfully responds to Plaintiffs' Second Set of Interrogatories as follows:

**RESPONSES TO INTERROGATORIES**

1. Identify Plaintiffs' terms and conditions of employment and/or independent contractor relationship with Defendant, including but not limited to: (1) the dates Plaintiffs entered into Independent Contractor Agreements with Defendant; (2) the dates during which Plaintiffs worked for Defendant (whether as an employee or independent contractor); (3) each and every position held by Plaintiffs (including the dates when held); (4) the job duties Plaintiffs performed with each position held; (5) who supervised Plaintiffs in each position held; (6) Plaintiffs' rate of pay for each position held; (7) the number of hours (or a good-faith approximation)

that Plaintiffs worked during each week of the time period in which they worked for Defendant; (8) and the monthly monetary value of all benefits (e.g., health insurance benefits) Plaintiffs were receiving at the time of Plaintiffs' employment and/or business relationships with Defendant ended.

**Response:** Via email from Travis Martindale Jarvis dated September 12, 2018, Plaintiffs withdrew this interrogatory in its entirety.

2. Identify and describe *in detail* the manner in which Defendant assigned trips to Plaintiffs, including but not limited to: (1) the individual(s) responsible for assigning Plaintiffs trips; (2) the method Defendant used to determine which trips were assigned to Plaintiffs; (3) the manner in which the assignments were communicated to Plaintiffs; (4) whether Plaintiffs were permitted to reject such assignments; (5) the manner in which Plaintiffs were required to communicate acceptance or rejection of an assignment.

**Response:** PTL objects to the definition of "Defendant" provided in these interrogatories as overbroad. PTL answers only on its own behalf and not on the behalf of any other "defendant entities named in the caption of this action." Via email from Travis Martindale Jarvis dated September 12, 2018, Plaintiffs withdrew subparts (3)–(5) of this interrogatory. Accordingly, PTL's response is limited to subparts (1) and (2). As to those subparts, PTL states that it did not assign trips to Plaintiffs. Rather, PTL offered loads to Plaintiffs, who were free to accept or reject those loads. Per the parties' mutually-bargained for Independent Contractor Service

Agreements (“Service Agreements”), “Contractor is not obligated to accept every or any shipment offered by PTL to Contractor and may decline PTL’s request to furnish the equipment and labor and to perform such work on any particular occasion without penalty.” Service Agreement, § 2.04.

3. Identify and describe *in detail* all policies Defendant developed and/or implemented in the past ten (10) years concerning the ability of Plaintiffs to accept or decline loads assigned by Defendant.

**Response:** PTL objects to the definition of “Defendant” provided in these interrogatories as overbroad. PTL answers only on its own behalf and not on the behalf of any other “defendant entities named in the caption of this action.” PTL objects to this interrogatory as vague and overbroad. Courts generally find discovery requests seeking “all” information to be overbroad. *See Myers v. Anthem Life Ins. Co.*, 316 F.R.D. 186, 209 (W.D. Ky. 2016) (“Discovery requests seeking ‘any and all relevant’ documents or other materials are often overbroad and vague.”); *Davis v. Hartford Life & Accident Ins. Co.*, 3:14-CV-507-TBR-LLK, 2018 WL 334517, at \*7 (W.D. Ky. Jan. 9, 2018) (“Discovery requests seeking ‘any’ or ‘all’ relevant documents are often overbroad and vague.”); *Visteon Corp. v. Natl. Union Fire Ins. Co. of Pittsburgh, Pa.*, CIV. 07-12250, 2008 WL 2026131, at \*3 (E.D. Mich. May 12, 2008) (denying plaintiff’s motion to compel discovery request seeking “all documents”); *Snead v. Mohr*, 2:12-CV-00739, 2014 WL 559072, at \*2 (S.D. Ohio Feb. 11, 2014) (sustaining defendant’s objection to discovery request seeking “all documents”).

Specifically, this interrogatory seeks information for the past ten years, well beyond the applicable statute of limitations, rendering such information irrelevant and outside the scope of discovery. *See* Fed. R. Civ. P. 26(b)(1) (“Rule 26(b)(1)”). Further, this interrogatory is ambiguous as it relates to “policies” that PTL “developed” but did not “implement[],” which would be irrelevant to the question of “the ability of Plaintiffs to accept or decline loads assigned by Defendant.”

Additionally, the use of the word “concerning” renders the interrogatory so broad as to be vague.

PTL did not assign loads to Plaintiffs. Rather, PTL offered loads to Plaintiffs, who were free to accept or reject those loads. Per the parties’ mutually-bargained for Service Agreements, “Contractor is not obligated to accept every or any shipment offered by PTL to Contractor and may decline PTL’s request to furnish the equipment and labor and to perform such work on any particular occasion without penalty.” Service Agreement, § 2.04.

4. Identify and describe *in detail* all policies Defendant developed and/or implemented in the past ten (10) years concerning the ability of Plaintiffs to accept loads offered by carriers other than Defendant.

**Response:** PTL objects to the definition of “Defendant” provided in these interrogatories as overbroad. PTL answers only on its own behalf and not on the behalf of any other “defendant entities named in the caption of this action.” PTL objects to this interrogatory as vague and overbroad. Courts generally find discovery



requests seeking “all” information to be overbroad. *See Myers* (“Discovery requests seeking ‘any and all relevant’ documents or other materials are often overbroad and vague.”); *Davis* (“Discovery requests seeking ‘any’ or ‘all’ relevant documents are often overbroad and vague.”); *Visteon Corp.* (denying plaintiff’s motion to compel discovery request seeking “all documents”); *Snead* (sustaining defendant’s objection to discovery request seeking “all documents”). Specifically, this interrogatory seeks information for the past ten years, well beyond the applicable statute of limitations, rendering such information irrelevant and outside the scope of discovery. *See* Rule 26(b)(1). Further, this interrogatory is ambiguous as it relates to “policies” that PTL “developed” but did not “implement[],” which would be irrelevant to the question of “the ability of Plaintiffs to accept or decline loads assigned by carriers other than Defendant.”

This interrogatory is vague and overbroad as it relates to “policies” that PTL “developed” but did not “implement[].”

Additionally, the use of the word “concerning” renders the interrogatory so broad as to be vague.

Per the parties’ mutually-bargained for Service Agreements, Plaintiffs were free to accept loads offered by other carriers. *See* Service Agreements, § 2.13.

5. Identify and describe *in detail* all policies Defendant developed and/or implemented in the past ten (10) years concerning escrow accounts established or maintained by Defendant on behalf of truck drivers.

**Response:** PTL objects to the definition of “Defendant” provided in these interrogatories as overbroad. PTL answers only on its own behalf and not on the behalf of any other “defendant entities named in the caption of this action.” PTL objects to this interrogatory as vague and overbroad. Courts generally find discovery requests seeking “all” information to be overbroad. *See Myers* (“Discovery requests seeking ‘any and all relevant’ documents or other materials are often overbroad and vague.”); *Davis* (“Discovery requests seeking ‘any’ or ‘all’ relevant documents are often overbroad and vague.”); *Visteon Corp.* (denying plaintiff’s motion to compel discovery request seeking “all documents”); *Snead* (sustaining defendant’s objection to discovery request seeking “all documents”). Further, this interrogatory is overbroad in that it seeks policies that apply to “truck drivers,” which may include individuals who fall outside the definition of the proposed class. Further, the term “truck drivers” is vague and ambiguous. PTL is willing to meet and confer as to the scope of the term “truck drivers,” to the extent there are relevant categories of drivers for whom Plaintiffs seek information on the policies requested by this interrogatory. Until the parties can agree to the scope of the interrogatory, PTL has answered only with respect to those policies concerning escrow accounts affecting Plaintiffs. Further, this interrogatory is overbroad with respect to time as 10 years is well outside the applicable statute of limitations.

Additionally, the use of the word “concerning” renders the interrogatory so broad as to be vague.

PTL administered an Maintenance Reserve Account authorized by Plaintiffs. Plaintiffs' Service Agreements include a mutually-agreed to Maintenance Reserve Account Addendum describing Plaintiffs' Maintenance Reserve Account.

6. Identify whether Plaintiffs submitted driver logs or other time records to Defendant, and if so, identify how often and for what purpose Defendant required Plaintiffs to submit same.

**Response:** Via email from Travis Martindale Jarvis dated September 12, 2018, Plaintiffs withdrew this interrogatory in its entirety.

7. Identify and describe *in detail* all deductions from Plaintiffs' paychecks and/or settlement sheets since the beginning of Plaintiffs' employment and/or independent contractor relationship with Defendant, including, but not limited to: (1) the basis and/or purpose of each deduction; (2) where each deduction was spent by Defendant; (3) the method and/or formula Defendant applied to determine the amount of each deduction; (4) whether Defendant charged a mark-up for each deduction; (5) the amount of any mark-up Defendant charged for each deduction; (6) all policies concerning each deduction; and (6) all agreements Plaintiffs signed consenting to each deduction.

**Response:** Via email from Travis Martindale Jarvis dated September 12, 2018, Plaintiffs withdrew this interrogatory in its entirety.

8. Identify the total number of truck drivers whom Defendant designated as independent contractors in the last ten (10) years.

**Response:** PTL objects to the definition of “Defendant” provided in these interrogatories as overbroad. PTL answers only on its own behalf and not on the behalf of any other “defendant entities named in the caption of this action.” PTL objects to this interrogatory as overly broad as it seeks information related to individuals who are not parties to this lawsuit, may never be invited to be parties in this lawsuit, and are, therefore, not within the permissible scope of discovery. Rule 26(b)(1) (“Unless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding any non-privileged matter that is relevant to any party’s claim or defense and proportional to the needs of the case . . .”). This interrogatory seeks information related to individuals not within the classes Plaintiffs seek to represent. Plaintiffs’ FLSA class is limited to “all persons who performed work as lease operators and who were designated as ‘independent contractors’ by Defendants at any point during the three years preceding the date the instant action was initiated.” *Complaint*, ¶ 30, ECF No. 19. Plaintiffs’ Rule 23 class is limited to “all persons who performed work as lease operators or in similar positions who were designated as ‘independent contractors’ by Defendants and who worked in this capacity at any point during the applicable statute of limitations.” *Complaint*, ¶ 36, ECF No. 19.

PTL will only provide the following information in response to this interrogatory: the number of owner operators with leases through “Quality Equipment Lease Group” is 4659.

9. Identify the total number of truck drivers whom Defendant designated as employees in the last ten (10) years.

**Response:** PTL objects to this interrogatory as overly broad as it seeks information related to individuals who are not parties to this lawsuit, may never be invited to be parties in this lawsuit, and are, therefore, not within the permissible scope of discovery. Rule 26(b)(1) (“Unless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding any non-privileged matter that is relevant to any party’s claim or defense and proportional to the needs of the case . . . .”). This interrogatory seeks information related to individuals not within the classes Plaintiffs seek to represent. Plaintiffs’ FLSA class is limited to “all persons who performed work as lease operators and who were designated as ‘independent contractors’ by Defendants at any point during the three years preceding the date the instant action was initiated.” *Complaint*, ¶ 30, ECF No. 19. Plaintiffs’ Rule 23 class is limited to “all persons who performed work as lease operators or in similar positions who were designated as ‘independent contractors’ by Defendants and who worked in this capacity at any point during the applicable statute of limitations.” *Complaint*, ¶ 36, ECF No. 19.

Based on its objections, PTL will not respond to this interrogatory.



10. Identify each and every individual whom Defendant designated as independent contractors in the last six (6) years, who declined any optional insurance coverages and/or related services (including but not limited to Non-Trucking Liability Insurance, Occupational Accident Insurance, Bailee Trailer Insurance, Physical Damage Insurance or Prepaid Legal Services) offered by Defendant.

**Response:** PTL objects to this interrogatory as overly broad as it seeks information related to individuals who are not parties to this lawsuit, may never be invited to be parties in this lawsuit, and are, therefore, not within the permissible scope of discovery. Rule 26(b)(1) (“Unless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding any non-privileged matter that is relevant to any party’s claim or defense and proportional to the needs of the case . . .”). PTL further objects to this interrogatory as “discovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne v. Nicholas Fin., Inc.*, 3:12-0185, 2013 WL 1182682, at \*3 (M.D. Tenn. Mar. 21, 2013) (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson v. Blue Cross & Blue Shield of Minnesota*, 254 F.R.D. 553, 557 (D. Minn. 2008) (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses).

Based on its objections, PTL will not respond to this interrogatory.

11. Identify and describe in detail all records relating to Defendant's truck drivers designated as "independent contractors" which Defendant maintain pursuant to 29 C.F.R. § 516.5 ("Records to be Preserved 3 years") and 29 C.F.R. § 516.6 ("Records to be Preserved 2 years"). Please describe all efforts taken by Defendant to retain any and all time and pay records for Plaintiffs and other individuals designated by Defendant as independent contractors since the date Defendant was served with this lawsuit, including the date(s) any such preservation action was taken and the location of all such records at each point in the preservation process.

**Response:** Via email from Travis Martindale Jarvis dated September 12, 2018, Plaintiffs withdrew this interrogatory in its entirety.

12. Identify each and every person who answered and/or assisted in answering these Interrogatories (excluding counsel).

**Response:** Jeremy Owens.

**Signature as to Answers to Interrogatories**

I affirm under the penalties of perjury that I have read Defendant Paschall Truck Lines, Inc.'s Response to Plaintiffs' Second Set of Interrogatories, know its contents, and am informed and believe that the foregoing responses are true based on my knowledge, on information reflected in documents and on information supplied by others.

PASCHALL TRUCK LINES, INC.

By: 

Jeremy Owen  
Printed Name

Accounts Receivable Manager  
Title

9-24-18  
Date

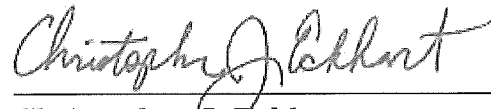
AS TO OBJECTIONS:



Christopher J. Eckhart

Dated: September 24, 2018

Respectfully submitted,



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Adam J. Eakman  
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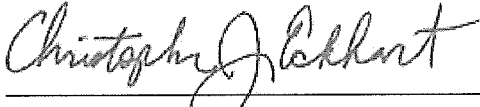
### CERTIFICATE OF SERVICE

I, Christopher J. Eckhart, hereby certify that on September 24, 2018, the foregoing was served on the following counsel via e-mail.

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\_\_\_\_\_  
Christopher J. Eckhart



IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF KENTUCKY  
PADUCAH DIVISION

---

GALE CARTER and FORBES HAYES, *on  
behalf of themselves and those similarly  
situated,*

Plaintiffs,

v.

PASCHALL TRUCK LINES, INC.;  
ECN FINANCIAL LLC; ELEMENT  
TRANSPORTATION, LLC; and JOHN  
DOES 1-20,

Defendants.

---

Case No. 5:18-cv-00041-TBR

Judge Thomas B. Russell

**DEFENDANT PASCHALL TRUCK LINES, INC.'S SUPPLEMENTAL  
RESPONSE TO PLAINTIFFS' SECOND SET OF INTERROGATORIES**

Defendant, Paschall Truck Lines, Inc. ("PTL"), under Rule 33 of the Federal Rules of Civil Procedure, respectfully supplements its response to Plaintiffs' Second Set of Interrogatories as follows:

**RESPONSES TO INTERROGATORIES**

1. Identify Plaintiffs' terms and conditions of employment and/or independent contractor relationship with Defendant, including but not limited to: (1) the dates Plaintiffs entered into Independent Contractor Agreements with Defendant; (2) the dates during which Plaintiffs worked for Defendant (whether as an employee or independent contractor); (3) each and every position held by Plaintiffs (including the dates when held); (4) the job duties Plaintiffs performed with each position held; (5) who supervised Plaintiffs in each position held; (6) Plaintiffs' rate of pay for each position held; (7) the number of hours (or a good-faith approximation)

that Plaintiffs worked during each week of the time period in which they worked for Defendant; (8) and the monthly monetary value of all benefits (*e.g.*, health insurance benefits) Plaintiffs were receiving at the time of Plaintiffs' employment and/or business relationships with Defendant ended.

**Response:** Via email from Travis Martindale Jarvis dated September 12, 2018, Plaintiffs withdrew this interrogatory in its entirety.

2. Identify and describe *in detail* the manner in which Defendant assigned trips to Plaintiffs, including but not limited to: (1) the individual(s) responsible for assigning Plaintiffs trips; (2) the method Defendant used to determine which trips were assigned to Plaintiffs; (3) the manner in which the assignments were communicated to Plaintiffs; (4) whether Plaintiffs were permitted to reject such assignments; (5) the manner in which Plaintiffs were required to communicate acceptance or rejection of an assignment.

**Response:** PTL objects to the definition of "Defendant" provided in these interrogatories as overbroad. PTL answers only on its own behalf and not on the behalf of any other "defendant entities named in the caption of this action." Via email from Travis Martindale Jarvis dated September 12, 2018, Plaintiffs withdrew subparts (3)–(5) of this interrogatory. Accordingly, PTL's response is limited to subparts (1) and (2). As to those subparts, PTL states that it did not assign trips to Plaintiffs. Rather, PTL offered loads to Plaintiffs, who were free to accept or reject those loads. Per the parties' mutually-bargained for Independent Contractor Service

Agreements (“Service Agreements”), “Contractor is not obligated to accept every or any shipment offered by PTL to Contractor and may decline PTL’s request to furnish the equipment and labor and to perform such work on any particular occasion without penalty.” Service Agreement, § 2.04.

**Supplemental Response:** In answering this interrogatory, PTL stated that it does not assign loads to Plaintiffs. That alone was sufficient to answer the interrogatory in full. However, PTL also stated that it offered loads to Plaintiffs, who were free to accept or reject those loads. Plaintiffs now ask PTL to supplement its responses with details regarding how PTL offered loads to Plaintiffs. This is a new and separate inquiry and should be properly presented in a new interrogatory. PTL will not supplement its response as to that separate line of inquiry. However, PTL will supplement its response as follows:

PTL objects to the definition of “Defendant” provided in these interrogatories as overbroad. PTL answers only on its own behalf and not on the behalf of any other “defendant entities named in the caption of this action.” Via email from Travis Martindale Jarvis dated September 12, 2018, Plaintiffs withdrew subparts (3)–(5) of this interrogatory. Accordingly, PTL’s response is limited to subparts (1) and (2). As to those subparts, PTL states that loads were considered assigned to Plaintiffs only after Plaintiffs freely accepted an offered load. Misty Chauffe was the fleet manager responsible for offering loads to Plaintiff Hays. Brandon Gordley was the fleet manager responsible for offering loads to Plaintiff Carter.

Further, PTL offered loads to Plaintiffs, who were free to accept or reject those loads. Per the parties' mutually-bargained for Independent Contractor Service Agreements ("Service Agreements"), "Contractor is not obligated to accept every or any shipment offered by PTL to Contractor and may decline PTL's request to furnish the equipment and labor and to perform such work on any particular occasion without penalty." Service Agreement, § 2.04.

3. Identify and describe *in detail* all policies Defendant developed and/or implemented in the past ten (10) years concerning the ability of Plaintiffs to accept or decline loads assigned by Defendant.

**Response:** PTL objects to the definition of "Defendant" provided in these interrogatories as overbroad. PTL answers only on its own behalf and not on the behalf of any other "defendant entities named in the caption of this action." PTL objects to this interrogatory as vague and overbroad. Courts generally find discovery requests seeking "all" information to be overbroad. *See Myers v. Anthem Life Ins. Co.*, 316 F.R.D. 186, 209 (W.D. Ky. 2016) ("Discovery requests seeking 'any and all relevant' documents or other materials are often overbroad and vague."); *Davis v. Hartford Life & Accident Ins. Co.*, 3:14-CV-507-TBR-LLK, 2018 WL 334517, at \*7 (W.D. Ky. Jan. 9, 2018) ("Discovery requests seeking 'any' or 'all' relevant documents are often overbroad and vague."); *Visteon Corp. v. Natl. Union Fire Ins. Co. of Pittsburgh, Pa.*, CIV. 07-12250, 2008 WL 2026131, at \*3 (E.D. Mich. May 12, 2008) (denying plaintiff's motion to compel discovery request seeking "all documents");

*Snead v. Mohr*, 2:12-CV-00739, 2014 WL 559072, at \*2 (S.D. Ohio Feb. 11, 2014) (sustaining defendant's objection to discovery request seeking "all documents"). Specifically, this interrogatory seeks information for the past ten years, well beyond the applicable statute of limitations, rendering such information irrelevant and outside the scope of discovery. *See* Fed. R. Civ. P. 26(b)(1) ("Rule 26(b)(1)"). Further, this interrogatory is ambiguous as it relates to "policies" that PTL "developed" but did not "implement[]," which would be irrelevant to the question of "the ability of Plaintiffs to accept or decline loads assigned by Defendant."

Additionally, the use of the word "concerning" renders the interrogatory so broad as to be vague.

PTL did not assign loads to Plaintiffs. Rather, PTL offered loads to Plaintiffs, who were free to accept or reject those loads. Per the parties' mutually-bargained for Service Agreements, "Contractor is not obligated to accept every or any shipment offered by PTL to Contractor and may decline PTL's request to furnish the equipment and labor and to perform such work on any particular occasion without penalty." Service Agreement, § 2.04.

**Supplemental Response:** In answering this interrogatory, PTL stated that it does not assign loads to Plaintiffs. That alone was sufficient to answer the interrogatory in full. However, PTL also stated that it offered loads to Plaintiffs, who were free to accept or reject those loads. Plaintiffs now ask PTL to supplement its responses with details regarding how PTL offered loads to Plaintiffs, including time frames to accept or reject, methods for accepting or rejecting, and methods for



rejecting a load after it is “provisionally accepted.” These are new and separate inquiries and should be properly presented in new interrogatories. Even so, PTL will supplement its response as follows:

PTL objects to the definition of “Defendant” provided in these interrogatories as overbroad. PTL answers only on its own behalf and not on the behalf of any other “defendant entities named in the caption of this action.” PTL objects to this interrogatory as vague and overbroad. Courts generally find discovery requests seeking “all” information to be overbroad. *See Myers v. Anthem Life Ins. Co.*, 316 F.R.D. 186, 209 (W.D. Ky. 2016) (“Discovery requests seeking ‘any and all relevant’ documents or other materials are often overbroad and vague.”); *Davis v. Hartford Life & Accident Ins. Co.*, 3:14-CV-507-TBR-LLK, 2018 WL 334517, at \*7 (W.D. Ky. Jan. 9, 2018) (“Discovery requests seeking ‘any’ or ‘all’ relevant documents are often overbroad and vague.”); *Visteon Corp. v. Natl. Union Fire Ins. Co. of Pittsburgh, Pa.*, CIV. 07-12250, 2008 WL 2026131, at \*3 (E.D. Mich. May 12, 2008) (denying plaintiff’s motion to compel discovery request seeking “all documents”); *Snead v. Mohr*, 2:12-CV-00739, 2014 WL 559072, at \*2 (S.D. Ohio Feb. 11, 2014) (sustaining defendant’s objection to discovery request seeking “all documents”). Specifically, this interrogatory seeks information for the past ten years, well beyond the applicable statute of limitations, rendering such information irrelevant and outside the scope of discovery. *See Fed. R. Civ. P. 26(b)(1)* (“Rule 26(b)(1)”). Further, this interrogatory is ambiguous as it relates to “policies” that PTL “developed” but did not “implement[],”

which would be irrelevant to the question of “the ability of Plaintiffs to accept or decline loads assigned by Defendant.”

Additionally, the use of the word “concerning” renders the interrogatory so broad as to be vague.

PTL did not assign loads to Plaintiffs. Rather, PTL offered loads to Plaintiffs, who were free to accept or reject those loads. Per the parties’ mutually-bargained for Service Agreements, “Contractor is not obligated to accept every or any shipment offered by PTL to Contractor and may decline PTL’s request to furnish the equipment and labor and to perform such work on any particular occasion without penalty.” Service Agreement, § 2.04. Further, PTL has never “provisionally assigned” loads to drivers.

Loads were considered assigned to Plaintiffs only after Plaintiffs freely accepted an offered load.

4. Identify and describe *in detail* all policies Defendant developed and/or implemented in the past ten (10) years concerning the ability of Plaintiffs to accept loads offered by carriers other than Defendant.

**Response:** PTL objects to the definition of “Defendant” provided in these interrogatories as overbroad. PTL answers only on its own behalf and not on the behalf of any other “defendant entities named in the caption of this action.” PTL objects to this interrogatory as vague and overbroad. Courts generally find discovery requests seeking “all” information to be overbroad. *See Myers* (“Discovery requests

seeking ‘any and all relevant’ documents or other materials are often overbroad and vague.”); *Davis* (“Discovery requests seeking ‘any’ or ‘all’ relevant documents are often overbroad and vague.”); *Visteon Corp.* (denying plaintiff’s motion to compel discovery request seeking “all documents”); *Snead* (sustaining defendant’s objection to discovery request seeking “all documents”). Specifically, this interrogatory seeks information for the past ten years, well beyond the applicable statute of limitations, rendering such information irrelevant and outside the scope of discovery. *See* Rule 26(b)(1). Further, this interrogatory is ambiguous as it relates to “policies” that PTL “developed” but did not “implement[],” which would be irrelevant to the question of “the ability of Plaintiffs to accept or decline loads assigned by carriers other than Defendant.”

This interrogatory is vague and overbroad as it relates to “policies” that PTL “developed” but did not “implement[].”

Additionally, the use of the word “concerning” renders the interrogatory so broad as to be vague.

Per the parties’ mutually-bargained for Service Agreements, Plaintiffs were free to accept loads offered by other carriers. *See* Service Agreements, § 2.13.

5. Identify and describe *in detail* all policies Defendant developed and/or implemented in the past ten (10) years concerning escrow accounts established or maintained by Defendant on behalf of truck drivers.

**Response:** PTL objects to the definition of “Defendant” provided in these interrogatories as overbroad. PTL answers only on its own behalf and not on the behalf of any other “defendant entities named in the caption of this action.” PTL objects to this interrogatory as vague and overbroad. Courts generally find discovery requests seeking “all” information to be overbroad. *See Myers* (“Discovery requests seeking ‘any and all relevant’ documents or other materials are often overbroad and vague.”); *Davis* (“Discovery requests seeking ‘any’ or ‘all’ relevant documents are often overbroad and vague.”); *Visteon Corp.* (denying plaintiff’s motion to compel discovery request seeking “all documents”); *Snead* (sustaining defendant’s objection to discovery request seeking “all documents”). Further, this interrogatory is overbroad in that it seeks policies that apply to “truck drivers,” which may include individuals who fall outside the definition of the proposed class. Further, the term “truck drivers” is vague and ambiguous. PTL is willing to meet and confer as to the scope of the term “truck drivers,” to the extent there are relevant categories of drivers for whom Plaintiffs seek information on the policies requested by this interrogatory. Until the parties can agree to the scope of the interrogatory, PTL has answered only with respect to those policies concerning escrow accounts affecting Plaintiffs. Further, this interrogatory is overbroad with respect to time as 10 years is well outside the applicable statute of limitations.

Additionally, the use of the word “concerning” renders the interrogatory so broad as to be vague.

PTL administered an Maintenance Reserve Account authorized by Plaintiffs. Plaintiffs' Service Agreements include a mutually-agreed to Maintenance Reserve Account Addendum describing Plaintiffs' Maintenance Reserve Account.

**Supplemental Response:** PTL objects to the definition of "Defendant" provided in these interrogatories as overbroad. PTL answers only on its own behalf and not on the behalf of any other "defendant entities named in the caption of this action." PTL objects to this interrogatory as vague and overbroad. Courts generally find discovery requests seeking "all" information to be overbroad. *See Myers* ("Discovery requests seeking 'any and all relevant' documents or other materials are often overbroad and vague."); *Davis* ("Discovery requests seeking 'any' or 'all' relevant documents are often overbroad and vague."); *Visteon Corp.* (denying plaintiff's motion to compel discovery request seeking "all documents"); *Snead* (sustaining defendant's objection to discovery request seeking "all documents"). Further, this interrogatory is overbroad in that it seeks policies that apply to "truck drivers," which may include individuals who fall outside the definition of the proposed class. Further, the term "truck drivers" is vague and ambiguous. PTL is willing to meet and confer as to the scope of the term "truck drivers," to the extent there are relevant categories of drivers for whom Plaintiffs seek information on the policies requested by this interrogatory. Until the parties can agree to the scope of the interrogatory, PTL has answered only with respect to those policies concerning escrow accounts affecting Plaintiffs. Further, this interrogatory is overbroad with respect to time as 10 years is well outside the applicable statute of limitations.

Additionally, the use of the word “concerning” renders the interrogatory so broad as to be vague.

PTL administered an Maintenance Reserve Account authorized by Plaintiffs. Plaintiffs’ Service Agreements include a mutually-agreed to Maintenance Reserve Account Addendum describing Plaintiffs’ Maintenance Reserve Account. Though no written policy exists, Plaintiffs could request funds to be used from their Maintenance Reserve Account. To do so, they would submit an estimate for the work requiring use of the Maintenance Reserve Account funds and, after review, the funds would be distributed from the Maintenance Reserve Account.

6. Identify whether Plaintiffs submitted driver logs or other time records to Defendant, and if so, identify how often and for what purpose Defendant required Plaintiffs to submit same.

**Response:** Via email from Travis Martindale Jarvis dated September 12, 2018, Plaintiffs withdrew this interrogatory in its entirety.

7. Identify and describe *in detail* all deductions from Plaintiffs’ paychecks and/or settlement sheets since the beginning of Plaintiffs’ employment and/or independent contractor relationship with Defendant, including, but not limited to: (1) the basis and/or purpose of each deduction; (2) where each deduction was spent by Defendant; (3) the method and/or formula Defendant applied to determine the amount of each deduction; (4) whether Defendant charged a mark-up for each



deduction; (5) the amount of any mark-up Defendant charged for each deduction; (6) all policies concerning each deduction; and (6) all agreements Plaintiffs signed consenting to each deduction.

**Response:** Via email from Travis Martindale Jarvis dated September 12, 2018, Plaintiffs withdrew this interrogatory in its entirety.

8. Identify the total number of truck drivers whom Defendant designated as independent contractors in the last ten (10) years.

**Response:** PTL objects to the definition of “Defendant” provided in these interrogatories as overbroad. PTL answers only on its own behalf and not on the behalf of any other “defendant entities named in the caption of this action.” PTL objects to this interrogatory as overly broad as it seeks information related to individuals who are not parties to this lawsuit, may never be invited to be parties in this lawsuit, and are, therefore, not within the permissible scope of discovery. Rule 26(b)(1) (“Unless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding any non-privileged matter that is relevant to any party’s claim or defense and proportional to the needs of the case . . .”). This interrogatory seeks information related to individuals not within the classes Plaintiffs seek to represent. Plaintiffs’ FLSA class is limited to “all persons who performed work as lease operators and who were designated as ‘independent contractors’ by Defendants at any point during the three years preceding the date the instant action was initiated.” *Complaint*, ¶ 30, ECF No. 19. Plaintiffs’ Rule 23

class is limited to “all persons who performed work as lease operators or in similar positions who were designated as ‘independent contractors’ by Defendants and who worked in this capacity at any point during the applicable statute of limitations.” *Complaint*, ¶ 36, ECF No. 19.

PTL will only provide the following information in response to this interrogatory: the number of owner operators with leases through “Quality Equipment Lease Group” is 4659.

**Supplemental Response:** PTL objects to the definition of “Defendant” provided in these interrogatories as overbroad. PTL answers only on its own behalf and not on the behalf of any other “defendant entities named in the caption of this action.” PTL objects to this interrogatory as overly broad as it seeks information related to individuals who are not parties to this lawsuit, may never be invited to be parties in this lawsuit, and are, therefore, not within the permissible scope of discovery. Rule 26(b)(1) (“Unless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding any non-privileged matter that is relevant to any party’s claim or defense and proportional to the needs of the case . . .”). This interrogatory seeks information related to individuals not within the classes Plaintiffs seek to represent. Plaintiffs’ FLSA class is limited to “all persons who performed work as lease operators and who were designated as ‘independent contractors’ by Defendants at any point during the three years preceding the date the instant action was initiated.” *Complaint*, ¶ 30, ECF No. 19. Plaintiffs’ Rule 23 class is limited to “all persons who performed work as lease

operators or in similar positions who were designated as ‘independent contractors’ by Defendants and who worked in this capacity at any point during the applicable statute of limitations.” *Complaint*, ¶ 36, ECF No. 19.

PTL will only provide the following information in response to this interrogatory: (1) the number of owner operators with leases through “Quality Equipment Lease Group” is 4659; and (2) PTL is investigating ways of determining the number of drivers who signed Independent Contractor Operating Agreements in the last ten years and will supplement this response.

9. Identify the total number of truck drivers whom Defendant designated as employees in the last ten (10) years.

**Response:** PTL objects to this interrogatory as overly broad as it seeks information related to individuals who are not parties to this lawsuit, may never be invited to be parties in this lawsuit, and are, therefore, not within the permissible scope of discovery. Rule 26(b)(1) (“Unless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding any non-privileged matter that is relevant to any party’s claim or defense and proportional to the needs of the case . . . .”). This interrogatory seeks information related to individuals not within the classes Plaintiffs seek to represent. Plaintiffs’ FLSA class is limited to “all persons who performed work as lease operators and who were designated as ‘independent contractors’ by Defendants at any point during the three years preceding the date the instant action was initiated.” *Complaint*, ¶ 30, ECF No. 19.

Plaintiffs' Rule 23 class is limited to "all persons who performed work as lease operators or in similar positions who were designated as 'independent contractors' by Defendants and who worked in this capacity at any point during the applicable statute of limitations." *Complaint*, ¶ 36, ECF No. 19.

Based on its objections, PTL will not respond to this interrogatory.

**Supplemental Response:** PTL objects to this interrogatory as overly broad as it seeks information related to individuals who are not parties to this lawsuit, may never be invited to be parties in this lawsuit, and are, therefore, not within the permissible scope of discovery. Rule 26(b)(1) ("Unless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding any non-privileged matter that is relevant to any party's claim or defense and proportional to the needs of the case . . . ."). This interrogatory seeks information related to individuals not within the classes Plaintiffs seek to represent. Plaintiffs' FLSA class is limited to "all persons who performed work as lease operators and who were designated as 'independent contractors' by Defendants at any point during the three years preceding the date the instant action was initiated." *Complaint*, ¶ 30, ECF No. 19. Plaintiffs' Rule 23 class is limited to "all persons who performed work as lease operators or in similar positions who were designated as 'independent contractors' by Defendants and who worked in this capacity at any point during the applicable statute of limitations." *Complaint*, ¶ 36, ECF No. 19.

As the only possible relevance that Plaintiffs have identified for the information called for by this interrogatory relates to Plaintiffs' claims under the

FLSA, PTL will investigate the number of company drivers it employed in the last 3 years and supplement this response.

10. Identify each and every individual whom Defendant designated as independent contractors in the last six (6) years, who declined any optional insurance coverages and/or related services (including but not limited to Non-Trucking Liability Insurance, Occupational Accident Insurance, Bailee Trailer Insurance, Physical Damage Insurance or Prepaid Legal Services) offered by Defendant.

**Response:** PTL objects to this interrogatory as overly broad as it seeks information related to individuals who are not parties to this lawsuit, may never be invited to be parties in this lawsuit, and are, therefore, not within the permissible scope of discovery. Rule 26(b)(1) (“Unless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding any non-privileged matter that is relevant to any party’s claim or defense and proportional to the needs of the case . . . .”). PTL further objects to this interrogatory as “discovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne v. Nicholas Fin., Inc.*, 3:12-0185, 2013 WL 1182682, at \*3 (M.D. Tenn. Mar. 21, 2013) (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson v. Blue Cross & Blue Shield of Minnesota*, 254 F.R.D. 553, 557 (D. Minn. 2008) (holding that a class list

was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses).

Based on its objections, PTL will not respond to this interrogatory.

**Supplemental Response:** PTL objects to this interrogatory as overly broad as it seeks information related to individuals who are not parties to this lawsuit, may never be invited to be parties in this lawsuit, and are, therefore, not within the permissible scope of discovery. Rule 26(b)(1) (“Unless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding any non-privileged matter that is relevant to any party’s claim or defense and proportional to the needs of the case . . . .”). PTL further objects to this interrogatory as “discovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne v. Nicholas Fin., Inc.*, 3:12-0185, 2013 WL 1182682, at \*3 (M.D. Tenn. Mar. 21, 2013) (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson v. Blue Cross & Blue Shield of Minnesota*, 254 F.R.D. 553, 557 (D. Minn. 2008) (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses).

PTL states that it cannot locate records related to individuals who declined the optional insurance coverage. However, PTL states that PTL’s group pricing rates



are generally lower than individual insurance rates. Consequently, PTL has a high level of participation in its optional group insurance plans.

11. Identify and describe in detail all records relating to Defendant's truck drivers designated as "independent contractors" which Defendant maintain pursuant to 29 C.F.R. § 516.5 ("Records to be Preserved 3 years") and 29 C.F.R. § 516.6 ("Records to be Preserved 2 years"). Please describe all efforts taken by Defendant to retain any and all time and pay records for Plaintiffs and other individuals designated by Defendant as independent contractors since the date Defendant was served with this lawsuit, including the date(s) any such preservation action was taken and the location of all such records at each point in the preservation process.

**Response:** Via email from Travis Martindale Jarvis dated September 12, 2018, Plaintiffs withdrew this interrogatory in its entirety.

12. Identify each and every person who answered and/or assisted in answering these Interrogatories (excluding counsel).

**Response:** Jeremy Owens.

**Signature as to Answers to Interrogatories**

I affirm under the penalties of perjury that I have read Defendant Paschall Truck Lines, Inc.'s Supplemental Response to Plaintiffs' Second Set of Interrogatories, know its contents, and am informed and believe that the foregoing responses are true based on my knowledge, on information reflected in documents and on information supplied by others.

PASCHALL TRUCK LINES, INC.

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

AS TO OBJECTIONS:



\_\_\_\_\_  
Christopher J. Eckhart

Dated: October 10, 2018

Respectfully submitted,

A handwritten signature in blue ink that reads "Christopher J. Eckhart". The signature is fluid and cursive, with the first name and last name clearly legible. It is positioned above a horizontal line.

Christopher J. Eckhart

E. Ashley Paynter

Adam J. Eakman

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### CERTIFICATE OF SERVICE

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Christopher J. Eckhart

1-K

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF KENTUCKY  
PADUCAH DIVISION

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GALE CARTER and FORBES HAYES, *on  
behalf of themselves and those similarly  
situated,*

Plaintiffs,

v.

PASCHALL TRUCK LINES, INC.;  
ECN FINANCIAL LLC; ELEMENT  
TRANSPORTATION, LLC; and JOHN  
DOES 1-20,

Defendants.

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Case No. 5:18-cv-00041-TBR

Judge Thomas B. Russell

**DEFENDANT PASCHALL TRUCK LINES, INC.'S  
RESPONSE TO PLAINTIFFS' FIRST REQUEST FOR PRODUCTION**

Defendant, Paschall Truck Lines, Inc. ("PTL"), under Rule 34 of the Federal Rules of Civil Procedure, respectfully responds to Plaintiffs' First Request for Production as follows:

**RESPONSES TO REQUESTS FOR PRODUCTION**

1. Please produce any and all Independent Contractor Agreements and/or similar agreements, including addendums, exhibits and attachments entered into between Defendant and Plaintiff Gale Carter.

**Response:** PTL objects because the phrase "and/or similar agreements" is vague and ambiguous. PTL has limited its search to the Independent Contractor Agreements and their addendums, exhibits, and attachments entered into between PTL and Plaintiff Gale Carter. PTL has produced all documents in its custody, possession, or control for the applicable period.



2. Please produce any and all Independent Contractor Agreements and/or similar agreements, including addendums, exhibits and attachments entered into between Defendant and Plaintiff Forbes Hayes.

**Response:** PTL objects because the phrase “and/or similar agreements” is vague and ambiguous. PTL has limited its search to the Independent Contractor Agreements and their addendums, exhibits, and attachments entered into between PTL and Plaintiff Forbes Hayes. PTL has produced all documents in its custody, possession, or control for the applicable period.

3. Please produce any and all Independent Contractor Agreements and/or similar agreements, including addendums, exhibits and attachments entered into between Defendant and any driver of the commercial vehicle with the VIN # 3HSDJAPR0GN287988 in the last five (5) years.

**Response:** PTL objects because the phrase “and/or similar agreements” is vague and ambiguous. PTL also objects because this request is not proportional to the needs of this case at this stage in litigation. When signing an Independent Contractor Service Agreement, contractors handwrite the VIN of the truck they intend to use. In order to respond to this request, PTL would need to collect all of the Independent Contractor Service Agreements signed in the last five years and review all of the handwritten VINs in these agreements. Further, and for the avoidance of doubt, PTL objects to this Request to the extent it calls for the

production of identifying information related to putative class members. “[D]iscovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne v. Nicholas Fin., Inc.*, 3:12-0185, 2013 WL 1182682, at \*3 (M.D. Tenn. Mar. 21, 2013) (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson v. Blue Cross & Blue Shield of Minnesota*, 254 F.R.D. 553, 557 (D. Minn. 2008) (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses).

This is an overly burdensome task that will provide little benefit to Plaintiffs and has no importance in resolving the relevant issue—whether Plaintiffs’ class should be certified. PTL has not engaged in this expensive, time-consuming task in responding to this request.

4. Please produce any and all Independent Contractor Agreements and/or similar agreements, including addendums, exhibits and attachments entered into between Defendant and any driver of the commercial vehicle with the VIN # 1XKAD49X3CJ305043 in the last five (5) years.

**Response:** PTL objects because the phrase “and/or similar agreements” is vague and ambiguous. PTL also objects because this request is not proportional to

the needs of this case at this stage in litigation. When signing an Independent Contractor Service Agreement, contractors handwrite the VIN of the truck they intend to use. In order to respond to this request, PTL would need to collect all of the Independent Contractor Service Agreements signed in the last five years and review all of the handwritten VINs in these agreements. Further, and for the avoidance of doubt, PTL objects to this Request to the extent it calls for the production of identifying information related to putative class members. “[D]iscovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne* (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses).

This is an overly burdensome task that will provide little benefit to Plaintiffs and has no importance in resolving the relevant issue—whether Plaintiffs’ class should be certified. PTL has not engaged in this expensive, time-consuming task in responding to this request.

5. Please produce any and all documents from the last five (5) years that concern, relate or refer to the commercial vehicle with the VIN # 3HSDJAPR0GN287988.

**Response:** PTL objects because the phrase “and/or similar agreements” is vague and ambiguous. PTL also objects because this request is not proportional to the needs of this case at this stage in litigation. When signing an Independent Contractor Service Agreement, contractors handwrite the VIN of the truck they intend to use. In order to respond to this request, PTL would need to collect all of the Independent Contractor Service Agreements signed in the last five years and review all of the handwritten VINs in these agreements. Further, and for the avoidance of doubt, PTL objects to this Request to the extent it calls for the production of identifying information related to putative class members. “[D]iscovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne* (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses).

This is an overly burdensome task that will provide little benefit to Plaintiffs and has no importance in resolving the relevant issue—whether Plaintiffs’ class

should be certified. PTL has not engaged in this expensive, time-consuming task in responding to this request.

6. Please produce any and all documents from the last five (5) years that concern, relate, or refer to the commercial vehicle with the VIN # 1XKAD49X3CJ305043.

**Response:** PTL objects because the phrase “and/or similar agreements” is vague and ambiguous. PTL also objects because this request is not proportional to the needs of this case at this stage in litigation. When signing an Independent Contractor Service Agreement, contractors handwrite the VIN of the truck they intend to use. In order to respond to this request, PTL would need to collect all of the Independent Contractor Service Agreements signed in the last five years and review all of the handwritten VINs in these agreements. Further, and for the avoidance of doubt, PTL objects to this Request to the extent it calls for the production of identifying information related to putative class members. “[D]iscovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne* (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant

because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses).

This is an overly burdensome task that will provide little benefit to Plaintiffs and has no importance in resolving the relevant issue—whether Plaintiffs’ class should be certified. PTL has not engaged in this expensive, time-consuming task in responding to this request.

7. Please produce all Settlement Summary Sheets for Plaintiff Gale Carter.

**Response:** PTL searched for all “Settlement Summary Sheets” in its possession for Gale Carter, and PTL has produced all documents in its custody, possession, or control.

8. Please produce all Settlement Summary Sheets for Plaintiff Forbes Hayes.

**Response:** PTL searched for all “Settlement Summary Sheets” in its possession for Forbes Hayes, and PTL has produced all documents in its custody, possession, or control.

9. Please produce copies of all documents reflecting lease payments made to any entit(ies) on behalf of Plaintiff Gale Carter.



**Response:** PTL objects to this Request as overbroad in that it fails to state the documents it seeks with reasonable particularity in accordance with Federal Rule of Civil Procedure 34(b)(1)(A) (“Rule 34”). First, the term “lease payment” is vague and ambiguous. Second, courts generally find discovery requests seeking “all” information to be overbroad. *See Myers v. Anthem Life Ins. Co.*, 316 F.R.D. 186, 209 (W.D. Ky. 2016) (“Discovery requests seeking ‘any and all relevant’ documents or other materials are often overbroad and vague.”); *Davis* (“Discovery requests seeking ‘any’ or ‘all’ relevant documents are often overbroad and vague.”); *Visteon Corp.* (denying plaintiff’s motion to compel discovery request seeking “all documents”); *Snead v. Mohr*, 2:12-CV-00739, 2014 WL 559072, at \*2 (S.D. Ohio Feb. 11, 2014) (sustaining defendant’s objection to discovery request seeking “all documents”). PTL has limited its search to the Settlement Summary Sheets of Plaintiff Gale Carter, as they reflect any payments made on behalf of Plaintiff Gale Carter by PTL. PTL has produced all documents in its custody, possession, or control that it located as a result of the search outlined above.

10. Please produce copies of all documents reflecting lease payments made to any entit(ies) on behalf of Plaintiff Forbes Hayes.

**Response:** PTL objects to this Request as overbroad in that it fails to state the documents it seeks with reasonable particularity in accordance with Rule 34. First, the term “lease payment” is vague and ambiguous. Second, courts generally find discovery requests seeking “all” information to be overbroad. *See Myers*

(“Discovery requests seeking ‘any and all relevant’ documents or other materials are often overbroad and vague.”); *Davis* (“Discovery requests seeking ‘any’ or ‘all’ relevant documents are often overbroad and vague.”); *Visteon Corp.* (denying plaintiff’s motion to compel discovery request seeking “all documents”); *Snead* (sustaining defendant’s objection to discovery request seeking “all documents”). PTL has limited its search to the Settlement Summary Sheets of Plaintiff Forbes Hayes, as they reflect any payments made on behalf of Plaintiff Forbes Hayes by PTL. PTL has produced all documents in its custody, possession, or control that it located as a result of the search outlined above.

11. Please produce copies of all invoices received by Defendant from any entit(ies) related to a vehicle lease agreement entered into by Plaintiff Gale Carter or Plaintiff Forbes Hayes.

**Response:** PTL objects to this request as overbroad in that it fails to state the documents it seeks with reasonable particularity in accordance with Rule 34. Specifically, its use of the term “related to” renders the request unclear as to what specific documents it is seeking. PTL has limited its search to invoices issued to it that solely concern the vehicle lease agreement entered into by Plaintiff Gale Carter. The search described above yielded no documents.

12. Please produce copies of all notices, memoranda, and/or other correspondence sent by any entit(ies) to Defendant within the past five (5) years

that concerns the acquisition, transfer and/or purchase of a leasehold asset related to a commercial vehicle. For each such document, please produce the entire correspondence, including Defendant's response thereto, if any.

**Response:** PTL objects that this request does not state what it seeks with reasonable particularity pursuant to Rule 34. Moreover, it seeks information clearly irrelevant to this lawsuit and therefore, outside the scope of discovery. Fed. R. Civ. P. 26(b)(1) ("Unless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding any non-privileged matter that is relevant to any party's claim or defense and proportional to the needs of the case . . . ."). Specifically, PTL may have correspondence or other documents relating to commercial vehicles that are in no way connected to this litigation. PTL further objects because this request is not proportional to the needs of this case at this stage in litigation. PTL estimates that collecting all of the documents sought in this request would take several hours and thousands of dollars to respond to as currently drawn. Specifically, PTL will need to spend additional time reviewing each document to determine if it "concerns" the acquisition, transfer, or purchase of a leasehold asset and whether that leasehold asset is "related to" a commercial vehicle. This expense outweighs any potential benefit the documents would provide, especially considering that they have little importance in resolving the relevant issue—whether Plaintiffs' proposed class should be certified.

Further, and for the avoidance of doubt, PTL objects to this Request to the extent it calls for the production of identifying information related to putative class

members. “[D]iscovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne* (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses).

Based on its objections, PTL will not search for any documents in response to this Request at this time.

13. Please produce copies of all documents provided by Defendant to any entit(ies) in the last five (5) years that concerns said company’s collection action against an individual who drove a commercial motor vehicle for Defendant (either in an employment capacity and/or as an independent contractor).

**Response:** This request is premature because it seeks documents related to the merits of potential class members’ claims prior to class certification. Prior to class certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.*, 722 F.3d 838, 851 (6th Cir. 2013). Yet this request seeks documents related to collection efforts for all absent class members, essentially inquiring into the merits of their claims. “[D]iscovery of the names and

contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne* (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses).

PTL also objects because this request is not proportional to the needs of this case at this stage in litigation. PTL estimates that collecting all the documents sought in this request would take several hours and cost thousands of dollars. This expense outweighs any potential benefit the documents would provide, especially considering that they have little importance in resolving the relevant issue—whether Plaintiffs’ proposed class should be certified.

PTL also objects that the request is vague and ambiguous with respect to its use of the phrase “said company.” It is unclear which company the request is referring to. PTL objects to the extent this request seeks irrelevant information with respect to collection actions initiated against employees. Such information does not tend to make any fact of consequence to this action more or less likely and consequently is outside the scope of discovery. Fed. R. Civ. P. 26(b)(1) (“Unless otherwise limited by court order, the scope of discovery is as follows: Parties may

obtain discovery regarding any non-privileged matter that is relevant to any party's claim or defense and proportional to the needs of the case . . .").

PTL has limited its search to documents received from any company related to collection efforts against the named plaintiffs in this case. PTL will produce any responsive documents located as a result of that search.

14. Please produce copies of all documents provided to Defendant by any entity(ies) in the last five (5) years that concerns said company's collection against an individual who drove a commercial motor vehicle for Defendant (either in an employment capacity and/or as an independent contractor).

**Response:** This request is premature because it seeks documents related to the merits of potential class members' claims prior to class certification. Prior to class certification, district courts may only consider "those matters relevant to deciding if the prerequisites of Rule 23 are satisfied." *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to collection efforts for all absent class members, essentially inquiring into the merits of their claims. "[D]iscovery of the names and contact information of potential opt-in plaintiffs is premature," and "discovery of such contact information before conditional certification is likely to impair the Court's ability to supervise the process of providing notice to absent class members." *Osborne* (denying plaintiff's pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant



because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses).

PTL also objects because this request is not proportional to the needs of this case at this stage in litigation. PTL estimates that collecting all of the documents sought in this request would take several hours and cost thousands of dollars. This expense outweighs any potential benefit the documents would provide, especially considering that they have little importance in resolving the relevant issue—whether Plaintiffs’ proposed class should be certified.

PTL also objects that the request is vague and ambiguous with respect to its use of the phrase “said company.” It is unclear which company the request is referring to. PTL objects to the extent this request seeks irrelevant information with respect to collection actions initiated against employees. Such information does not tend to make any fact of consequence to this action more or less likely and consequently is outside the scope of discovery. Fed. R. Civ. P. 26(b)(1) (“Unless otherwise limited by court order, the scope of discovery is as follows: Parties may obtain discovery regarding any non-privileged matter that is relevant to any party’s claim or defense and proportional to the needs of the case . . .”).

PTL has limited its search to documents received from any company related to collection efforts against the named plaintiffs in this case. PTL will produce any responsive documents located as a result of that search.

15. Please provide each and every agreement between Defendant and any entit(ies) to forward deductions associated with the lease of such entity's vehicle from January 1, 2013 to the present.

**Response:** PTL objects because this request is vague and ambiguous. The phrase "associated with the lease of such entity's vehicle" is unclear. This request appears to seek agreements PTL may have with other entities, but PTL is unable to determine which specific agreements are sought. Further, PTL objects to this request to the extent it seeks documents unrelated to any party in this case as seeking irrelevant information outside the scope of discovery. Please revise this request to clarify what the documents are sought.

Dated: September 24, 2018

Respectfully submitted,



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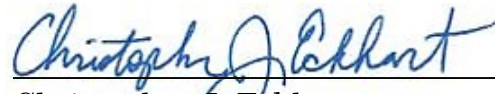
### CERTIFICATE OF SERVICE

I, Christopher J. Eckhart, hereby certify that on September 24, 2018, the foregoing was served on the following counsel via e-mail.

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\_\_\_\_\_  
Christopher J. Eckhart

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF KENTUCKY  
PADUCAH DIVISION

---

GALE CARTER and FORBES HAYES, *on  
behalf of themselves and those similarly  
situated,*

Plaintiffs,

v.

PASCHALL TRUCK LINES, INC.;  
ECN FINANCIAL LLC; ELEMENT  
TRANSPORTATION, LLC; and JOHN  
DOES 1-20,

Defendants.

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Case No. 5:18-cv-00041-TBR

Judge Thomas B. Russell

**DEFENDANT PASCHALL TRUCK LINES, INC.'S  
RESPONSE TO PLAINTIFFS' SECOND REQUEST FOR PRODUCTION**

Defendant, Paschall Truck Lines, Inc. ("PTL"), under Rule 34 of the Federal Rules of Civil Procedure, respectfully responds to Plaintiffs' Second Request for Production as follows:

**RESPONSES TO REQUESTS FOR PRODUCTION**

1. Please produce any and all documents which support, evidence, relate to, or otherwise pertain to any and all personnel policies or procedures of Defendant that governed, applied to, or related to Defendant's employment of truck drivers and/or business relationship with independent contractors within the last ten (10) years, including but not limited to:

- a. Disciplinary policies, including but not limited to, counseling, written warnings, suspension, demotion, and termination policies;
- b. Anti-discrimination policies and Equal Employment Opportunity ("EEO") policies;

- c. Internal complaint or grievance procedures;
- d. Collective Bargaining Agreements;
- e. Policies relating to the payment of wages and/or other compensation;
- f. Policies relating to the withholding of wages and/or other compensation;
- g. Policies relating to wage deductions and/or other deductions from compensation;
- h. Policies relating to any Escrow accounts in which wage deductions and/or other deductions from compensation are held;
- i. Policies relating to truck lease agreements and/or contracts
- j. Policies relating to uncollected driver debt;
- k. Policies relating to uncollected customer debt;
- l. Policies regarding payroll advances;
- m. Policies regarding advances for fuel and other purchases;
- n. Employee handbooks or guides.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request not only seeks more than a dozen different categories of documents, but it also seeks any documents that “support, evidence, relate to, or otherwise pertain to” those documents. This language is too broad because it requires PTL to guess at what documents sufficiently “relate to” the specified category of documents. *C.f. Phoenix Life Ins. Co. v. Raider-Dennis Agency, Inc.*, 2010 WL 1782251, at \*4 (E.D. Mich. May 3, 2010) (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents



was “overly broad”). PTL will limit its search to the documents specifically identified in items “a” through “n.”

PTL objects to this request because it seeks irrelevant documents. *See* Fed. R. Civ. P. 26(b)(1) (limiting discovery to what is “relevant to any party’s claim or defense”); *see also Campbell v. Mack*, 2017 WL 5150883, at \*8 (E.D. Mich. Nov. 7, 2017) (denying motion to compel documents that were irrelevant to the plaintiff’s claims). PTL’s documents relating to employee drivers have nothing to do with the matter at hand—whether Plaintiffs’ putative class of *independent contractors* should be certified. Similarly, any documents related to Policies relating to uncollected customer debt have nothing to do with class certification. PTL will withhold its internal employee handbooks and policies relating to uncollected customer debt as well as any policies specific to PTL employees pursuant to this this objection.

Except as explicitly stated above, PTL is producing documents in response to this request, and it is making documents available to Plaintiffs for inspection. PTL has several books that are responsive to this request. PTL has produced a copy of the cover of these books; Plaintiffs can inspect the books at the offices for its attorneys (10 West Market Street, Suite 1400, Indianapolis, Indiana 46204).

2. Please produce any and all documents which support, evidence, relate to, discuss, memorialize, or otherwise reflect any agreement between Plaintiffs and Defendant to lease and/or use a truck.

**Response:** PTL objects because this request is does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request not only seeks “any agreement between Plaintiffs and Defendant to lease and/or use a truck,” but also any documents that “support, evidence, relate to, discuss, memorialize, or otherwise reflect” those documents. This language is too broad because it requires PTL to guess at what documents sufficiently “relate to” the specified category of documents. *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”).

PTL has limited its search to any agreement between Plaintiffs and Defendant to lease and/or use a truck. PTL will produce the responsive documents located in the search described above.

3. Please provide, in an electronic, computer-readable format (e.g. CSV or similar spreadsheet), a list of all individuals, providing their first and last name and last known address, designated as “independent contractors” who performed work for Defendant in the last ten (10) years.

**Response:** PTL objects to this request because it seeks irrelevant information. *See* Fed. R. Civ. P. 26(b)(1) (limiting discovery to what is “relevant to any party’s claim or defense”); *see also Campbell* (denying motion to compel documents that were irrelevant to the plaintiff’s claims). This request seeks the names of potential class members for the purpose of inviting them to join the case

and is therefore overbroad. *See Knutson v. Blue Cross & Blue Shield of Minnesota*, 254 F.R.D. 553, 557 (D. Minn. 2008) (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses) (cited with approval by *Osborne v. Nicholas Fin., Inc.*, 2013 WL 1182682, at \*3 (M.D. Tenn. Mar. 21, 2013)).

PTL also objects to this request because it does not seek documents. Instead, this request asks PTL to create a “list” for Plaintiffs, rather than produce documents already in its control. Therefore, PTL is not producing any documents in response to this request. *See Harris v. Advance Am. Cash Advance Centers, Inc.*, 288 F.R.D. 170, 172 (S.D. Ohio 2012) (holding that a defendant “is not required to create documents in response to plaintiff’s requests for discovery.”).

Based on its objections, PTL will not search for information in response to this request.

4. Please provide all documents which support, evidence, relate to, discuss, memorialize, or otherwise reflect any work Plaintiffs completed for Defendant and/or completed while driving a vehicle and/or hauling a trailer bearing Defendant’s name and/or logo.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See Fed. R. Civ. P. 34(b)(1)(A)*. This request not only seeks documents related to Plaintiffs’ work, but also any documents that “support, evidence, relate to, discuss, memorialize, or otherwise

reflect” those documents. This language is too broad because it requires PTL to guess at what documents sufficiently “relate to” the specified category of documents. *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” was “overly broad”).

PTL further objects that this request is otherwise vague and ambiguous. The phrase “any work Plaintiffs completed for Defendant” is unclear and is not defined in Plaintiffs’ request. Please explain what documents Plaintiffs seek in this request.

Based on its objections, PTL will not search for documents in response to this Request.

5. Please provide, in an electronic, computer-readable format (e.g. CSV or similar spreadsheet), all documents which support, evidence, relate to, discuss, memorialize, or otherwise reflect driver logs created pursuant to work that Plaintiffs completed on behalf of Defendant and/or while driving a vehicle bearing Defendant’s name.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request not only seeks driver logs, but also any documents that “support, evidence, relate to, discuss, memorialize, or otherwise reflect” those documents. This language is too broad because it requires PTL to guess at what documents sufficiently relate to the specified category of documents. *C.f. Phoenix Life Ins. Co.*

(holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”).

PTL has limited its search to all logs Plaintiffs created when under contract with PTL. PTL has no documents responsive to this request.

6. Please provide, in an electronic, computer-readable format (e.g. CSV or similar spreadsheet), all documents which support, evidence, relate to, discuss, memorialize, or otherwise reflect amounts paid to Plaintiffs or any other persons for the work Plaintiffs performed for Defendant and/or while driving a vehicle bearing Defendant’s name.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request not only seeks documents related to amounts paid to Plaintiffs, but also any documents that “support, evidence, relate to, discuss, memorialize, or otherwise reflect” those documents. This language is too broad because it requires PTL to guess at what documents sufficiently relate to the specified category of documents. *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”).

PTL further objects that this request is vague and ambiguous. The phrases “any other persons” and “for the work Plaintiffs performed for Defendant” are unclear and are not defined in Plaintiffs’ request.

PTL has limited its search to electronic records showing the settlements Plaintiffs received from PTL for work performed under contract with PTL. PTL will produce all records in its care, custody, or control that it located as a result of this search.

7. Please provide, in an electronic, computer-readable format (e.g. CSV or similar spreadsheet), all documents which support, evidence, relate to, discuss, memorialize, or otherwise reflect amounts paid to Defendant or any other persons in exchange for Plaintiffs' right to lease and/or use a truck.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request not only seeks documents related to amounts paid to PTL or any other persons, but also any documents that "support, evidence, relate to, discuss, memorialize, or otherwise reflect" those documents. This language is too broad because it requires PTL to guess at what documents sufficiently relate to the specified category of documents. *C.f. Phoenix Life Ins. Co.* (holding that a request for "all documents and other items related to, concerning, or evidencing" those documents was "overly broad").

PTL further objects that this request is vague and ambiguous. This request seems to seek documents that show any amounts paid to anyone by anyone in exchange for Plaintiffs' right to lease their trucks. This request does not describe



the documents that are sought with reasonable particularity as required. Please explain what documents Plaintiffs seek in this request.

Based on its objections, PTL will not search for information in response to this request.

8. Please provide a copy of the vehicle registration for the truck(s) for which Defendant contends Plaintiffs paid lease payments to Defendant.

**Response:** PTL objects that this request is vague and ambiguous. The phrase “for which Defendant contends Plaintiffs paid lease payments to Defendant” is unclear and is not defined in Plaintiffs’ request. PTL is not Plaintiffs’ lessor and has not received lease payments from them. Nor does PTL contend that Plaintiffs paid it lease payments. PTL has searched its records for vehicle registrations associated with vehicles for which it received lease payments from Plaintiffs and has found no documents responsive to this Request.

9. Please provide a copy of the title for the truck(s) for which Defendant contends Plaintiffs paid lease payments to Defendant.

**Response:** PTL objects that this request is vague and ambiguous. The phrase “for which Defendant contends Plaintiffs paid lease payments to Defendant” is unclear and is not defined in Plaintiffs’ request. PTL is not Plaintiffs’ lessor and has not received lease payments from them. Nor does PTL contend that Plaintiffs paid it lease payments. PTL has searched its records for titles associated with

vehicles for which it received lease payments from Plaintiffs and has found no documents responsive to this Request.

10. Please provide a copy of all Independent Contractor Service Agreements or similar agreements signed by any person who performed work as an over-the-road truck driver for Defendant in the last ten (10) years.

**Response:** PTL objects to this request as “discovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne* (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses).

Prior to class certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.*, 722 F.3d 838, 851 (6th Cir. 2013). Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Therefore, this request is premature at this stage in litigation. PTL will limit its search to Independent Contractor Service Agreements signed by Plaintiffs and form Independent Contractor Service

Agreements throughout the class period. PTL will produce all responsive documents located by this search.

11. Please provide a list of all individuals who signed Independent Contractor Service Agreements and/or provided contractual services for Defendant in the last ten (10) years.

**Response:** PTL objects to this request because it does not seek documents. Instead, this request asks PTL to create a “list” for Plaintiffs, rather than produce documents or records already in its control. *See Harris v. Advance Am. Cash Advance Centers, Inc.*, 288 F.R.D. 170, 172 (S.D. Ohio 2012) (holding that a defendant “is not required to create documents in response to plaintiff’s requests for discovery.”). PTL further objects to this request as “discovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne* (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses).

Based on its objections, PTL will not search for information in response to this request.

12. Please provide a list of all entities for whom Defendant deducted compensation from drivers' settlement sheets to pay truck lease payments.

**Response:** PTL objects to this request because it does not seek documents. Instead, this request asks PTL to create a "list" for Plaintiffs, rather than produce documents or records already in its control. *See Harris* (holding that a defendant "is not required to create documents in response to plaintiff's requests for discovery.").

Further, PTL objects to this request as vague and ambiguous with respect to the term "drivers." Additionally, to the extent that this term encompasses more than potential members of the alleged collective action or the putative class it seeks irrelevant information beyond the scope of discovery. *See Fed. R. Civ. P. 26(b)(1)* (limiting discovery to what is "relevant to any party's claim or defense"); *see also Campbell* (denying motion to compel documents that were irrelevant to the plaintiff's claims).

Based on its objections, PTL will not respond to this request.

13. Please provide a copy of all agreements requiring Defendant to deduct compensation from drivers' settlements to pay monies to a third party.

**Response:** PTL objects to this request as vague and ambiguous with respect to the term "drivers." PTL further objects to this request with respect to its use of the term "requiring." It is not clear whether this request seeks agreements with third parties regarding deductions from driver settlements or agreements with the

drivers permitting deductions. Additionally, to the extent that this term encompasses more than potential members of the alleged collective action or the putative class it seeks irrelevant information beyond the scope of discovery. *See* Fed. R. Civ. P. 26(b)(1) (limiting discovery to what is “relevant to any party’s claim or defense”); *see also Campbell* (denying motion to compel documents that were irrelevant to the plaintiff’s claims).

PTL has limited its search to agreements authorizing PTL to deduct from the named plaintiffs’ settlements to pay monies to a third-party. PTL will produce all responsive documents located in that search.

14. Please provide a list of all entities for whom Defendant deducted compensation from drivers’ settlement sheets to pay maintenance payments.

**Response:** PTL objects to this request because it does not seek documents. Instead, this request asks PTL to create a “list” for Plaintiffs, rather than produce documents or records already in its control. *See Harris* (holding that a defendant “is not required to create documents in response to plaintiff’s requests for discovery.”).

PTL objects to this request as vague and ambiguous with respect to the term “drivers.” Additionally, to the extent that this term encompasses more than potential members of the alleged collective action or the putative class it seeks irrelevant information beyond the scope of discovery. *See* Fed. R. Civ. P. 26(b)(1) (limiting discovery to what is “relevant to any party’s claim or defense”); *see also Campbell* (denying motion to compel documents that were irrelevant to the

plaintiff's claims). PTL further objects to the request as vague and ambiguous with respect to the term "maintenance payments."

Based on its objections, PTL will not search for information in response to this request.

15. Please provide a copy of all documents related to expenses incurred by Plaintiffs while performing work for Defendant and/or while operating a vehicle and/or hauling a trailer bearing Defendant's name including, but not limited to: 1) highway tolls; 2) fuel receipts; 4) gas; 5) truck repairs; 6) lease payments and/or 7) truck maintenance.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request seeks all documents that "relate to" expenses incurred by Plaintiffs while performing "work for Defendant and/or while operating a vehicle and/or hauling a trailer bearing Defendant's name, including, but not limited to..." This language is too broad because it requires PTL to guess at what documents sufficiently "relate to" the "expenses." *Cf. Phoenix Life Ins. Co.* (holding that a request for "all documents and other items related to, concerning, or evidencing" those documents was "overly broad"). This request is also overly broad because it covers time during which PTL may not have been aware of what expenses were incurred by Plaintiffs—who are independent contractors for PTL and were obligated to cover their own business expenses and permitted the freedom to determine how



those expenses would be handled. PTL has limited its search to the named Plaintiffs' settlement summaries, which reflect all expenses incurred by named Plaintiffs of which PTL was aware. PTL is producing the documents located as a result of that search.

16. Please provide a copy of all documents related to all reimbursements made to Plaintiffs by Defendant for expenses and/or costs incurred by Plaintiffs while performing work for Defendant and/or while operating a vehicle bearing Defendant's name.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request seeks all documents that "relate to" expenses incurred by Plaintiffs while performing "work for Defendant and/or while operating a vehicle and/or hauling a trailer bearing Defendant's name, including, but not limited to...." This language is too broad because it requires PTL to guess at what documents sufficiently "relate to" the "expenses." *C.f. Phoenix Life Ins. Co.* (holding that a request for "all documents and other items related to, concerning, or evidencing" those documents was "overly broad"). This request is also overly broad because it covers time during which PTL may not have been aware of what expenses were incurred by Plaintiffs—who are independent contractors for PTL and were obligated to cover their own business expenses and permitted the freedom to determine how those expenses would be handled. PTL has limited its search to the named

Plaintiffs' settlement summaries which reflect all expenses incurred by named Plaintiffs and reimbursements provided by PTL to the extent such reimbursements occurred. PTL is producing the documents located as a result of that search.

17. Please provide a copy of all earnings reports, wage statements, or similar documents, including, but not limited to, all checks given to any alleged independent contractor of Defendant within the last ten (10) years.

**Response:** PTL objects to this request as “discovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne* (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses).

Prior to class certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Therefore, this request is premature at this stage in litigation.

PTL further objects that this request is vague and ambiguous. The phrase “earnings reports, wage statements, or similar documents” is unclear and is not defined in Plaintiffs’ request. PTL further objects to this Request to the extent that the burden it imposes is disproportionate to the needs of the case in light of the ESI covering the same information that has already been provided to Plaintiff. PTL has limited its search to the named Plaintiffs’ settlement summaries PTL is producing the documents located as a result of that search.

18. Please provide a copy of all W2s, 1099s, or similar documents issued by Defendant to any alleged independent contractor of Defendant within the last ten (10) years.

**Response:** PTL objects to this request as “discovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne* (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses).

Prior to class certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool*

*Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Therefore, this request is premature at this stage in litigation.

PTL further objects that this request is vague and ambiguous. The phrase “earnings reports, wage statements, or similar documents” is unclear and is not defined in Plaintiffs’ request. PTL has limited its search to the named Plaintiffs’ form 1099s. PTL is producing the documents located as a result of that search.

19. Please provide all documents concerning any and all deductions from Plaintiffs’ paychecks and/or settlement statements during Plaintiffs’ employment and/or business relationship with Defendant, including but not limited to: 1) any written documents stating the purpose of such deduction; 2) bank statements or other statements demonstrating where the deduction was spent by Defendant; 3) any written agreement wherein Plaintiffs agreed to such deductions; and 4) any documents reflecting any payments made that relate to deductions from Plaintiffs’ pay.

**Response:** PTL objects to this request as it does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request seeks “all documents concerning any and all deductions from Plaintiffs’ paychecks and/or settlement statements.” This language is too broad because it requires PTL to guess at what documents sufficiently “relate to” the “deductions.”

*C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”).

PTL further objects to this request because it seeks irrelevant documents. *See* Fed. R. Civ. P. 26(b)(1) (limiting discovery to what is “relevant to any party’s claim or defense”); *see also Campbell* (denying motion to compel documents that were irrelevant to the plaintiff’s claims). Any bank statements or other statements demonstrating where a deduction was spent by PTL have nothing to do with the matter at hand—whether Plaintiffs’ class should be certified. These documents do not even address the merits of Plaintiffs’ claims.

PTL has limited its search to Plaintiffs’ driver qualification files and their settlement summaries for documents mentioning deductions PTL took from Plaintiffs’ settlement sheets. PTL has produced the responsive documents located as a result of this search.

20. Please provide a copy of all documents concerning Plaintiffs’ escrow accounts during their employment and/or business relationship with Defendant, including, but not limited to: 1) bank statements or other statements demonstrating each debit to or credit from Plaintiffs’ escrow accounts and the date of each such transaction; 2) any written documents stating the purpose of such debits and/or credits; and 3) any written agreement wherein Plaintiffs agreed to Defendant’s escrow account policy.

**Response:** PTL objects to this request as it does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request seeks “all documents concerning Plaintiffs’ escrow accounts.” This language is too broad because it requires PTL to guess at what documents sufficiently “relate to” the “deductions.” *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”).

PTL has limited its search to Plaintiffs’ driver qualification files and their settlement summaries for documents mentioning Plaintiffs’ escrow accounts. PTL has produced the responsive documents located as a result of this search.

21. Please provide all agreements between Defendant and Great West Casualty Company or such other brokers or insurers concerning “Non-Trucking Liability Insurance” Defendant obtained on behalf of any driver Defendant identified as an “independent contractor” over the last ten (10) years.

**Response:** PTL objects that this request is vague and ambiguous. The phrase “or such other brokers or insurers” is unclear and is not defined in Plaintiffs’ request. Further, this request seeks “all agreements concerning” a particular subject matter, which is overbroad and fails to state what documents it is seeking with reasonable particularity. This language is too broad because it requires PTL to guess at what documents sufficiently “concern” “Non-Trucking Liability Insurance.” *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items



related to, concerning, or evidencing” those documents was “overly broad”). PTL also objects to the extent that this request seeks irrelevant information, which is therefore outside the scope of discovery. Specifically, though a 10-year statute of limitations may apply to Plaintiffs’ Federal Forced Labor Act claim, this Request does not appear to call for the production of documents that tend to make any fact of consequence at issue in those claims more or less likely. Consequently, the request should be limited to the applicable statutes of limitations to Plaintiffs’ Fair Labor Standards Act claim and/or Plaintiffs’ claim pursuant to the Federal Leasing Regulations.

Additionally, prior to class certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Therefore, this request is premature at this stage in litigation.

PTL will limit its search to the Great West Casualty Company “Non-Trucking Liability Insurance” policy that was in force during the time that named Plaintiffs were contracted with PTL. PTL is producing documents responsive to this request located as a result of this search.

22. Please provide a copy of all documents concerning any “Occupational/Accident Insurance” taken on behalf of Plaintiffs and paid by Defendant.

**Response:** PTL objects to this request as overbroad as it seeks “all agreements concerning” a particular subject matter, which fails to state what documents it is seeking with reasonable particularity. This language is too broad because it requires PTL to guess at what documents sufficiently “concern” “Occupational/Accident Insurance.” *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”). PTL objects to this request to the extent it characterizes payments of PTL on behalf of the Plaintiffs as payments made by PTL on its own accord. PTL limited its search to the Occupational/Accident policy and endorsements that were in force during the time that Plaintiffs contracted with PTL. PTL has produced all responsive documents located as a result of that search.

23. Please provide a list of individuals whom Defendant classified as “independent contractors” who elected to have Defendant obtain “Occupational Accident Insurance” on his or her behalf in the last ten (10) years.

**Response:** PTL objects to this request because it does not seek documents. Instead, this request asks PTL to create a “list” for Plaintiffs, rather than produce documents already in its control. *See Harris* (holding that a defendant “is not required to create documents in response to plaintiff’s requests for discovery.”).

Further, prior to class certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks

documents related to all absent class members, essentially inquiring into the merits of their claims. Therefore, this request is premature at this stage in litigation. PTL also objects to the extent that this request seeks irrelevant information, which is therefore outside the scope of discovery. Specifically, though a 10-year statute of limitations may apply to Plaintiffs' Federal Forced Labor Act claim, this Request does not appear to call for the production of documents that tend to make any fact of consequence at issue in those claims more or less likely. Consequently, the request should be limited to the applicable statutes of limitations to Plaintiffs' Fair Labor Standards Act claim and/or Plaintiffs' claim pursuant to the Federal Leasing Regulations.

Finally, "discovery of the names and contact information of potential opt-in plaintiffs is premature," and "discovery of such contact information before conditional certification is likely to impair the Court's ability to supervise the process of providing notice to absent class members." *Osborne* (denying plaintiff's pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because "[d]iscovery sought solely for the purpose of inviting others to join this litigation" is not relevant to a party's claims or defenses).

Based on its objections, PTL will not search for any documents or information in response to this request.

24. Please provide a list of individuals whom Defendant classified as “independent contractors” who elected not to have Defendant obtain “Occupational Accident Insurance” on his or her behalf in the last ten (10) years.

**Response:** PTL objects to this request because it does not seek documents. Instead, this request asks PTL to create a “list” for Plaintiffs, rather than produce documents already in its control. *See Harris* (holding that a defendant “is not required to create documents in response to plaintiff’s requests for discovery.”).

Further, prior to class certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Therefore, this request is premature at this stage in litigation. PTL also objects to the extent that this request seeks irrelevant information, which is therefore outside the scope of discovery. Specifically, though a 10-year statute of limitations may apply to Plaintiffs’ Federal Forced Labor Act claim, this Request does not appear to call for the production of documents that tend to make any fact of consequence at issue in those claims more or less likely. Consequently, the request should be limited to the applicable statutes of limitations to Plaintiffs’ Fair Labor Standards Act claim and/or Plaintiffs’ claim pursuant to the Federal Leasing Regulations.

Finally, “discovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before

conditional certification is likely to impair the Court's ability to supervise the process of providing notice to absent class members." *Osborne* (denying plaintiff's pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because "[d]iscovery sought solely for the purpose of inviting others to join this litigation" is not relevant to a party's claims or defenses).

Based on its objections, PTL will not search for any documents or information in response to this request.

25. Please provide a copy of all agreements between Defendant and Zurich American Insurance Company or such other source concerning "Occupational Accident Insurance" Defendant obtained on behalf of any driver Defendant identified as an "independent contractor" over the last ten (10) years.

**Response:** PTL objects that this request is vague and ambiguous. The phrase "or such other source" is unclear and is not defined in Plaintiffs' request. Further, this request seeks "all agreements concerning" a particular subject matter, which is overbroad and fails to state what documents it is seeking with reasonable particularity. This language is too broad because it requires PTL to guess at what documents sufficiently "concern" "Occupational Accident Insurance." *C.f. Phoenix Life Ins. Co.* (holding that a request for "all documents and other items related to, concerning, or evidencing" those documents was "overly broad"). PTL also objects to the extent that this request seeks irrelevant information, which is therefore outside

the scope of discovery. Specifically, though a 10-year statute of limitations may apply to Plaintiffs' Federal Forced Labor Act claim, this Request does not appear to call for the production of documents that tend to make any fact of consequence at issue in those claims more or less likely. Consequently, the request should be limited to the applicable statutes of limitations to Plaintiffs' Fair Labor Standards Act claim and/or Plaintiffs' claim pursuant to the Federal Leasing Regulations.

Additionally, prior to class certification, district courts may only consider "those matters relevant to deciding if the prerequisites of Rule 23 are satisfied." *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Therefore, this request is premature at this stage in litigation.

PTL will limit its search to the Zurich American Insurance Company "Occupational Accident" policy that was in force during the time that named Plaintiffs were contracted with PTL. PTL is producing documents responsive to this request located as a result of this search.

26. Please provide a copy of all documents concerning any "Non-Trucking Liability Insurance" taken on behalf of Plaintiffs and paid by Defendant.

**Response:** PTL objects to this request as overbroad as it seeks "all agreements concerning" a particular subject matter, which fails to state what documents it is seeking with reasonable particularity. This language is too broad because it requires PTL to guess at what documents sufficiently "concern" "Non-



Trucking Liability Insurance.” *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”). PTL objects to this request to the extent it characterizes payments of PTL on behalf of the Plaintiffs as payments made by PTL on its own accord. PTL limited its search to the Non-Trucking Liability Insurance policy that was in force during the time that Plaintiffs contracted with PTL. PTL has produced all responsive documents located as a result of that search.

27. Please provide a list of all individuals whom Defendant classified as “independent contractors” who elected to have Defendant obtain “Non-Trucking Liability Insurance” on his or her behalf in the last ten (10) years.

**Response:** PTL objects to this request because it does not seek documents. Instead, this request asks PTL to create a “list” for Plaintiffs, rather than produce documents already in its control. *See Harris* (holding that a defendant “is not required to create documents in response to plaintiff’s requests for discovery.”).

Further, prior to class certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Therefore, this request is premature at this stage in litigation.

Finally, “discovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before

conditional certification is likely to impair the Court's ability to supervise the process of providing notice to absent class members." *Osborne* (denying plaintiff's pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because "[d]iscovery sought solely for the purpose of inviting others to join this litigation" is not relevant to a party's claims or defenses). PTL also objects to the extent that this request seeks irrelevant information, which is therefore outside the scope of discovery. Specifically, though a 10-year statute of limitations may apply to Plaintiffs' Federal Forced Labor Act claim, this Request does not appear to call for the production of documents that tend to make any fact of consequence at issue in those claims more or less likely. Consequently, the request should be limited to the applicable statutes of limitations to Plaintiffs' Fair Labor Standards Act claim and/or Plaintiffs' claim pursuant to the Federal Leasing Regulations.

Based on its objections, PTL will not search for any documents or information in response to this request.

28. Please provide a list of individuals whom Defendant classified as "independent contractors" who elected not to have Defendant obtain "Non-Trucking Liability Insurance" on his or her behalf in the last ten (10) years.

**Response:** PTL objects to this request because it does not seek documents. Instead, this request asks PTL to create a "list" for Plaintiffs, rather than produce

documents already in its control. *See Harris* (holding that a defendant “is not required to create documents in response to plaintiff’s requests for discovery.”).

Further, prior to class certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Therefore, this request is premature at this stage in litigation.

Finally, “discovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne* (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses). PTL also objects to the extent that this request seeks irrelevant information, which is therefore outside the scope of discovery. Specifically, though a 10-year statute of limitations may apply to Plaintiffs’ Federal Forced Labor Act claim, this Request does not appear to call for the production of documents that tend to make any fact of consequence at issue in those claims more or less likely. Consequently, the request should be limited to the applicable statutes of limitations to Plaintiffs’ Fair Labor Standards Act claim and/or Plaintiffs’ claim pursuant to the Federal Leasing Regulations.

Based on its objections, PTL will not search for any documents or information in response to this request.

29. Please provide a copy of all agreements between Defendant and Great West Casualty Company or such other broker or insurer concerning “Bailee Trailer Insurance” Defendant obtained on behalf of any driver Defendant identified as an “independent contractor” over the last ten (10) years.

**Response:** PTL objects that this request is vague and ambiguous. The phrase “or such other source” is unclear and is not defined in Plaintiffs’ request. Further, this request seeks “all agreements concerning” a particular subject matter, which is overbroad and fails to state what documents it is seeking with reasonable particularity. This language is too broad because it requires PTL to guess at what documents sufficiently “concern” “Bailee Trailer Insurance.” *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”). PTL also objects to the extent that this request seeks irrelevant information, which is therefore outside the scope of discovery. Specifically, though a 10-year statute of limitations may apply to Plaintiffs’ Federal Forced Labor Act claim, this Request does not appear to call for the production of documents that tend to make any fact of consequence at issue in those claims more or less likely. Consequently, the request should be limited to the applicable statutes of limitations to Plaintiffs’ Fair Labor Standards Act claim and/or Plaintiffs’ claim pursuant to the Federal Leasing Regulations.

Additionally, prior to class certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Therefore, this request is premature at this stage in litigation.

PTL will limit its search to the Great West Casualty Company “Bailee Trailer Insurance” policy that was in force during the time that named Plaintiffs were contracted with PTL. PTL is producing documents responsive to this request located as a result of this search.

30. Please provide a copy of all documents concerning any “Bailee Trailer Insurance” taken on behalf of Plaintiffs and paid by Defendant.

**Response:** PTL objects to this request as overbroad as it seeks “all agreements concerning” a particular subject matter, which fails to state what documents it is seeking with reasonable particularity. This language is too broad because it requires PTL to guess at what documents sufficiently “concern” “Bailee Trailer Insurance.” *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”). PTL objects to this request to the extent it characterizes payments of PTL on behalf of the Plaintiffs as payments made by PTL on its own accord. PTL limited its search to the Bailee Trailer Insurance policy that was in

force during the time that Plaintiffs contracted with PTL. PTL has produced all responsive documents located as a result of that search.

31. Please provide a list of all individuals whom Defendant classified as “independent contractors” who elected to have Defendant obtain “Bailee Trailer Insurance” on his or her behalf in the last ten (10) years.

**Response:** PTL objects to this request because it does not seek documents. Instead, this request asks PTL to create a “list” for Plaintiffs, rather than produce documents already in its control. *See Harris* (holding that a defendant “is not required to create documents in response to plaintiff’s requests for discovery.”).

Further, prior to class certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Therefore, this request is premature at this stage in litigation.

Finally, “discovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne* (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this



litigation” is not relevant to a party’s claims or defenses). PTL also objects to the extent that this request seeks irrelevant information, which is therefore outside the scope of discovery. Specifically, though a 10-year statute of limitations may apply to Plaintiffs’ Federal Forced Labor Act claim, this Request does not appear to call for the production of documents that tend to make any fact of consequence at issue in those claims more or less likely. Consequently, the request should be limited to the applicable statutes of limitations to Plaintiffs’ Fair Labor Standards Act claim and/or Plaintiffs’ claim pursuant to the Federal Leasing Regulations.

Based on its objections, PTL will not search for any documents or information in response to this request.

32. Please provide a list of individuals whom Defendant classified as “independent contractors” who elected not to have Defendant obtain “Bailee Trailer Insurance” on his or her behalf in the last ten (10) years.

**Response:** PTL objects to this request because it does not seek documents. Instead, this request asks PTL to create a “list” for Plaintiffs, rather than produce documents already in its control. *See Harris* (holding that a defendant “is not required to create documents in response to plaintiff’s requests for discovery.”).

Further, prior to class certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks

documents related to all absent class members, essentially inquiring into the merits of their claims. Therefore, this request is premature at this stage in litigation.

Finally, “discovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne* (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses). PTL also objects to the extent that this request seeks irrelevant information, which is therefore outside the scope of discovery. Specifically, though a 10-year statute of limitations may apply to Plaintiffs’ Federal Forced Labor Act claim, this Request does not appear to call for the production of documents that tend to make any fact of consequence at issue in those claims more or less likely. Consequently, the request should be limited to the applicable statutes of limitations to Plaintiffs’ Fair Labor Standards Act claim and/or Plaintiffs’ claim pursuant to the Federal Leasing Regulations.

Based on its objections, PTL will not search for any documents or information in response to this request.

33. Please provide a copy of all agreements between Defendant and Great West Casualty Company or such other broker or insurer concerning “Physical

Damage Insurance” Defendant obtained on behalf of any driver Defendant identified as an “independent contractor” over the last ten (10) years.

**Response:** PTL objects that this request is vague and ambiguous. The phrase “or such other broker or insurer” is unclear and is not defined in Plaintiffs’ request. Further, this request seeks “all agreements concerning” a particular subject matter, which is overbroad and fails to state what documents it is seeking with reasonable particularity. This language is too broad because it requires PTL to guess at what documents sufficiently “concern” “Physical Damage Insurance.” *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”). PTL also objects to the extent that this request seeks irrelevant information, which is therefore outside the scope of discovery. Specifically, though a 10-year statute of limitations may apply to Plaintiffs’ Federal Forced Labor Act claim, this Request does not appear to call for the production of documents that tend to make any fact of consequence at issue in those claims more or less likely. Consequently, the request should be limited to the applicable statutes of limitations to Plaintiffs’ Fair Labor Standards Act claim and/or Plaintiffs’ claim pursuant to the Federal Leasing Regulations.

Additionally, prior to class certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Therefore, this request is premature at this stage in litigation.

PTL will limit its search to the Great West Casualty Company “Physical Damage Insurance” policy that was in force during the time that named Plaintiffs were contracted with PTL. PTL is producing documents responsive to this request located as a result of this search.

34. Please provide a copy of all documents concerning any “Physical Damage Insurance” taken on behalf of Plaintiffs and paid by Defendant.

**Response:** PTL objects to this request as overbroad as it seeks “all agreements concerning” a particular subject matter, which fails to state what documents it is seeking with reasonable particularity. This language is too broad because it requires PTL to guess at what documents sufficiently “concern” “Physical Damage Insurance.” *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”). PTL objects to this request to the extent it characterizes payments of PTL on behalf of the Plaintiffs as payments made by PTL on its own accord. PTL limited its search to the Physical Damage Insurance policy that was in force during the time that Plaintiffs contracted with PTL. PTL has produced all responsive documents located as a result of that search.

35. Please provide a list of all individuals whom Defendant classified as “independent contractors” who elected to have Defendant obtain “Physical Damage Insurance” on his or her behalf in the last ten (10) years.

**Response:** PTL objects to this request because it does not seek documents. Instead, this request asks PTL to create a “list” for Plaintiffs, rather than produce documents already in its control. *See Harris* (holding that a defendant “is not required to create documents in response to plaintiff’s requests for discovery.”).

Further, prior to class certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Therefore, this request is premature at this stage in litigation.

Finally, “discovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne* (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses). PTL also objects to the extent that this request seeks irrelevant information, which is therefore outside the scope of discovery. Specifically, though a 10-year statute of limitations may apply to Plaintiffs’ Federal Forced Labor Act claim, this Request does not appear to call for the production of documents that tend to make any fact of consequence at issue in those claims more or less likely. Consequently, the request should be limited to the

applicable statutes of limitations to Plaintiffs' Fair Labor Standards Act claim and/or Plaintiffs' claim pursuant to the Federal Leasing Regulations.

Based on its objections, PTL will not search for any documents or information in response to this request.

36. Please provide a list of individuals whom Defendant classified as "independent contractors" who elected not to have Defendant obtain "Physical Damage Insurance" on his or her behalf in the last ten (10) years.

**Response:** PTL objects to this request because it does not seek documents. Instead, this request asks PTL to create a "list" for Plaintiffs, rather than produce documents already in its control. *See Harris* (holding that a defendant "is not required to create documents in response to plaintiff's requests for discovery.").

Further, prior to class certification, district courts may only consider "those matters relevant to deciding if the prerequisites of Rule 23 are satisfied." *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Therefore, this request is premature at this stage in litigation.

Finally, "discovery of the names and contact information of potential opt-in plaintiffs is premature," and "discovery of such contact information before conditional certification is likely to impair the Court's ability to supervise the process of providing notice to absent class members." *Osborne* (denying plaintiff's pre-conditional certification motion to compel identities and contact information of

putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses). PTL also objects to the extent that this request seeks irrelevant information, which is therefore outside the scope of discovery. Specifically, though a 10-year statute of limitations may apply to Plaintiffs’ Federal Forced Labor Act claim, this Request does not appear to call for the production of documents that tend to make any fact of consequence at issue in those claims more or less likely. Consequently, the request should be limited to the applicable statutes of limitations to Plaintiffs’ Fair Labor Standards Act claim and/or Plaintiffs’ claim pursuant to the Federal Leasing Regulations.

Based on its objections, PTL will not search for documents responsive to this request.

37. Please provide a copy of all documents concerning any “Prepaid Legal Services” taken on behalf of Plaintiffs and paid by Defendant.

**Response:** PTL objects to this request as overbroad as it seeks “all documents concerning” a particular subject matter, which fails to state what documents it is seeking with reasonable particularity. This language is too broad because it requires PTL to guess at what documents sufficiently “concern” “Prepaid Legal Services.” *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”). Further, PTL objects to the term “Prepaid Legal Services” as vague and



ambiguous as it is not defined. PTL objects to this request to the extent it characterizes payments of PTL on behalf of the Plaintiffs as payments made by PTL on its own accord.

Based on its objections, PTL will not search for any documents in response to this Request.

38. Please provide a list of all individuals whom Defendant classified as “independent contractors” who elected to have Defendant obtain “Prepaid Legal Services” on his or her behalf in the last ten (10) years.

**Response:** PTL objects to this request because it does not seek documents. Instead, this request asks PTL to create a “list” for Plaintiffs, rather than produce documents already in its control. *See Harris* (holding that a defendant “is not required to create documents in response to plaintiff’s requests for discovery.”).

Further, prior to class certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Therefore, this request is premature at this stage in litigation.

Finally, “discovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne* (denying plaintiff’s

pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses). PTL also objects to the extent that this request seeks irrelevant information, which is therefore outside the scope of discovery. Specifically, though a 10-year statute of limitations may apply to Plaintiffs’ Federal Forced Labor Act claim, this Request does not appear to call for the production of documents that tend to make any fact of consequence at issue in those claims more or less likely. Consequently, the request should be limited to the applicable statutes of limitations to Plaintiffs’ Fair Labor Standards Act claim and/or Plaintiffs’ claim pursuant to the Federal Leasing Regulations. Further, PTL objects to the term “Prepaid Legal Services” as vague and ambiguous as it is not defined.

Based on its objections, PTL will not search for any documents or information in response to this request.

39. Please provide a list of individuals whom Defendant classified as “independent contractors” who elected not to have Defendant obtain “Prepaid Legal Services” on his or her behalf in the last ten (10) years.

**Response:** PTL objects to this request because it does not seek documents. Instead, this request asks PTL to create a “list” for Plaintiffs, rather than produce

documents already in its control. *See Harris* (holding that a defendant “is not required to create documents in response to plaintiff’s requests for discovery.”).

Further, prior to class certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Therefore, this request is premature at this stage in litigation.

Finally, “discovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne* (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses). PTL also objects to the extent that this request seeks irrelevant information, which is therefore outside the scope of discovery. Specifically, though a 10-year statute of limitations may apply to Plaintiffs’ Federal Forced Labor Act claim, this Request does not appear to call for the production of documents that tend to make any fact of consequence at issue in those claims more or less likely. Consequently, the request should be limited to the applicable statutes of limitations to Plaintiffs’ Fair Labor Standards Act claim and/or Plaintiffs’ claim pursuant to the Federal Leasing Regulations. Further, PTL

objects to the term “Prepaid Legal Services” as vague and ambiguous as it is not defined.

Based on its objections, PTL will not search for any documents or information in response to this request.

40. Please provide a copy of all documents concerning revenue generated by Defendant as a result of work performed by Plaintiffs on behalf of or arising out of an obligation to Defendant.

**Response:** PTL objects to this request as overbroad as it seeks “all documents concerning” a particular subject matter, which fails to state what documents it is seeking with reasonable particularity. This language is too broad because it requires PTL to guess at what documents sufficiently “concern” “revenue generated by Defendant.” *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”). Further, PTL objects to the use of the phrase “arising out of an obligation to Defendant” as vague and ambiguous as it is not defined. Additionally, this request seeks information that is irrelevant to the issues at hand and therefore not discoverable. *See* Fed. R. Civ. P. 26(b)(1) (limiting discovery to what is “relevant to any party’s claim or defense”); *see also Campbell* (denying motion to compel documents that were irrelevant to the plaintiff’s claims).

PTL will search for rated freight bills or computer-generated documents containing the same information associated with loads hauled by named Plaintiffs

while they were under contract with PTL. PTL will produce all responsive documents located by this search.

41. Please provide a copy of all documents concerning revenue generated by Defendant through payments to Defendant by Defendant's customers, which result from or relate to work or services performed by Plaintiffs on behalf of Defendant of or arising out of an obligation to Defendant.

**Response:** PTL objects to this request as overbroad as it seeks "all documents concerning" a particular subject matter, which fails to state what documents it is seeking with reasonable particularity. This language is too broad because it requires PTL to guess at what documents sufficiently "concern" "revenue generated by Defendant." *C.f. Phoenix Life Ins. Co.* (holding that a request for "all documents and other items related to, concerning, or evidencing" those documents was "overly broad"). Further, PTL objects to the use of the phrase "arising out of an obligation to Defendant" as vague and ambiguous as it is not defined. Additionally, this request seeks information that is irrelevant to the issues at hand and therefore not discoverable. *See* Fed. R. Civ. P. 26(b)(1) (limiting discovery to what is "relevant to any party's claim or defense"); *see also Campbell* (denying motion to compel documents that were irrelevant to the plaintiff's claims).

PTL will search for rated freight bills or computer-generated documents containing the same information associated with loads hauled by named Plaintiffs

while they were under contract with PTL. PTL will produce all responsive documents located by this search.

42. Please produce any and all correspondence (including but not limited to emails, memoranda, letters, hand-written notes, logs) between Plaintiffs and Defendant (or any employee or agent of Defendant), during the time period in which Plaintiffs performed work on Defendant's behalf and/or drove a truck bearing Defendant's name.

**Response:** PTL objects to this request to the extent that it calls for a comprehensive search of the entirety of its e-mail system. Specifically, the burden of searching and reviewing all potential custodians would take many hours and cost thousands of dollars. Such a burden is disproportionate with the needs of the case, particularly, in light of the fact that Plaintiffs would be aware of the correspondence that they were party to and could easily limit the scope of this request. *See Robinson v. County of San Joaquin*, No. 2:12-cv-2783 MCE GGH, 2014 WL 3845775, at \*1 (E.D. Cal. Jul. 31, 2014).

PTL has limited its search to Plaintiffs' driver qualification files and Qualcomm messages from the time period they were under contract with PTL. PTL has produced responsive documents it located as a result of these searches.

43. Please produce any and all correspondence (including but not limited to emails, memoranda, letters, hand-written notes, logs) between and/or sent by any

employees and/or agents of Defendant concerning 1) Plaintiffs' performance of work for Defendant, 2) Plaintiffs' operation of vehicles bearing Defendant's name, 3) Plaintiffs' employment status with Defendant, and 4) Plaintiffs' pay.

**Response:** PTL objects because this request is not proportional to the needs of this case at this stage in litigation. This request asks PTL to collect any correspondence of any kind sent by a PTL employee and determine if that correspondence concerns various topics. To respond to this request, PTL would need to read thousands of emails and subjectively determine if that email "concerns" one of the requested topics. This task is far too burdensome.

PTL is willing to meet and confer with Plaintiffs about refining the scope of this request. PTL may be willing to agree to searching PTL's ESI with agreed-upon search terms for agreed-upon custodians. PTL has limited its search to Plaintiffs' driver qualification files and has produced any documents responsive to this request and produced any responsive documents located by that search.

44. Please produce any and all correspondence (including but not limited to emails, memoranda, letters, hand-written notes, logs) between and/or sent by any employees and/or agents of Defendant (or any other entity) concerning the designation of Plaintiffs and other truck drivers working in a similar capacity by Defendant as independent contractors.

**Response:** PTL objects because this request is not proportional to the needs of this case at this stage in litigation. This request asks PTL to collect any



correspondence of any kind sent by a PTL employee and determine if that correspondence concerns various topics. To respond to this request, PTL would need to read thousands of emails and subjectively determine if that email “concerns” one of the requested topics. This task is far too burdensome. This expense outweighs any potential benefit the documents would provide.

PTL further objects that this request is vague and ambiguous. The phrase “other truck drivers working in a similar capacity” is unclear and is not defined in Plaintiffs’ request. Please explain what documents Plaintiffs seek in this request.

PTL is willing to meet and confer with Plaintiffs about refining the scope of this request. PTL may be willing to agree to searching PTL’s ESI with agreed-upon search terms for agreed-upon custodians.

45. Please produce any and all documents concerning policies that concern, relate or refer to payment of services performed by Plaintiffs and other truck drivers employed in a similar capacity in the past six (6) years. This request seeks any and all versions of such policies that affected Plaintiffs’ pay during Plaintiffs’ employment and/or business relationship with Defendant.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request not only seeks documents related to payment of services performed by Plaintiffs and other truck drivers, but also any documents that “concern, relate or refer to” those documents. This language is too broad because it requires PTL to

guess at what documents sufficiently relate to the specified category of documents. *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”).

PTL further objects that this request is vague and ambiguous. The phrase “other truck drivers employed in a similar capacity” is unclear and is not defined in Plaintiffs’ request. Please explain what documents Plaintiffs seek in this request.

PTL will limit its search to all pay policies that would have pertained to Plaintiffs when they were under contract with PTL. PTL will produce all documents responsive to this request located in that search.

46. Please produce any and all documents, including but not limited to schedules and/or assignment sheets, bearing Plaintiffs’ names.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). Because Plaintiffs use the phrase “including but not limited to,” this request asks for any documents that bear Plaintiffs’ name, regardless of whether that document is at all relevant to this litigation. Therefore, it is overbroad. *See Davis v. Hartford Life & Accident Ins. Co.*, 2018 WL 334517, at \*7 (W.D. Ky. Jan. 9, 2018) (Russell, J.) (stating that the plaintiff was “not entitled to every single document that refers to him.”). Further the burden in searching all of PTL’s records for any document bearing Plaintiffs’ names far outweigh any value many of those documents may offer to the case. PTL will limit its search to its driver qualification files, driver logs,

settlement summaries, and Qualcomm messages. PTL will produce the documents located in this search.

47. Please produce any and all agreements and/or releases and/or contracts Plaintiffs signed during Plaintiffs' employment and/or business relationship(s) with Defendant.

**Response:** PTL objects that this request is vague and ambiguous. The phrase "releases" is unclear and is not defined in Plaintiffs' request. Please explain what documents Plaintiffs seek in this request.

PTL also objects to this request because it seeks irrelevant documents. This request seeks all documents Plaintiffs signed with any party for any reason. This may include documents that do not tend to make any fact of consequence in this litigation more or less likely. Consequently, these documents are outside the scope of discovery. *See* Fed. R. Civ. P. 26(b)(1) (limiting discovery to what is "relevant to any party's claim or defense"); *see also Campbell* (denying motion to compel documents that were irrelevant to the plaintiff's claims).

PTL will limit its search to agreements signed by both Plaintiffs and PTL. PTL will produce any documents located as a result of this search.

48. Please produce any and all documents which support, evidence, relate to, discuss, memorialize, or otherwise reflect the number and dates of trips

Plaintiffs made for Defendant and/or while operating a truck and/or hauling a trailer bearing Defendant's name and/or logo.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request not only seeks documents that show the number and dates of trips Plaintiffs made for PTL, but also any documents that “support, evidence, relate to, discuss, memorialize, or otherwise reflect” those documents. This language is too broad because it requires PTL to guess at what documents sufficiently relate to the specified category of documents. *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”).

PTL will limit its search to documents that show the number and dates of trips Plaintiffs made when they were under contract with PTL, which include Plaintiffs' settlement summaries and Qualcomm messages. PTL is producing the documents located as a result of this search.

49. Please produce any and all documents generated by or concerning the GPS devices installed in the trucks operated by Plaintiffs, including, but not limited to timestamped driver logs or other logs generated by said devices.

**Response:** PTL objects to this request as vague and ambiguous with respect to the phrase “GPS devices.” PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ.

P. 34(b)(1)(A). This request not only seeks documents generated by “GPS devices installed in the trucks operated by Plaintiffs” but also any documents that “concern” those devices. This language is too broad because it requires PTL to guess at what documents sufficiently relate to the specified category of documents. *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”).

PTL has limited its search to the federal Hours of Service logs belonging to Plaintiffs from the time period in which they were under contract with PTL and states that no such driver logs exist.

50. Please produce any and all documents that reflect or refer to a trip and/or load that was refused by any alleged independent contractor after being assigned by Defendant to said independent contractor, including but not limited to

- 1) Defendant’s policies and procedures concerning such a refusal and
- 2) communications concerning any such refusal.

**Response:** PTL objects that this request is vague and ambiguous. Specifically, this request seems to seek documents reflecting or referring to particular trips or loads, but then refers to policies and procedures as included within the category of information sought. This inconsistency renders determining what documents are sought by this request impossible. Further, PTL objects to the extent that this request seeks irrelevant information, which is therefore outside the

scope of discovery. Specifically, this claim does not contain any time limitation, and information outside the applicable statutes of limitation is irrelevant.

Additionally, prior to class certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Therefore, this request is premature at this stage in litigation. Finally, “discovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne* (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses).

PTL states that it does not assign loads to independent contractors. Consequently, to the extent this request turns on determining which loads were refused after “being assigned,” no such records exist. Based on its objections, PTL is not producing any records in response to this request.

51. Please produce any and all documents relating or referring to the refusal by Defendant, within the last six (6) years, to pay any alleged independent

contractor for any task due to said alleged independent contractor's failure to provide documents required by Defendant prior to such payments, including but not limited to 1) Defendant policies and procedures concerning the failure to provide proper documents required for payment; and 2) any complaints made by any independent contractor as a result of Defendant's refusal to pay under such circumstances.

**Response:** PTL objects that this request is vague and ambiguous. Specifically, this request seeks "all documents relating or referring to" a particular subject matter, which is overbroad and fails to state what documents it is seeking with reasonable particularity. This language is too broad because it requires PTL to guess at what documents sufficiently "relate to" a particular subject matter. *C.f. Phoenix Life Ins. Co.* (holding that a request for "all documents and other items related to, concerning, or evidencing" those documents was "overly broad"). PTL also objects to the extent that this request seeks irrelevant information, which is therefore outside the scope of discovery. Consequently, the request should be limited to the applicable statutes of limitation to Plaintiffs' Fair Labor Standards Act claim and/or Plaintiffs' claim pursuant to the Federal Leasing Regulations.

This request is premature because it seeks documents related to the merits of potential class members' claims prior to class certification. Prior to class certification, district courts may only consider "those matters relevant to deciding if the prerequisites of Rule 23 are satisfied." *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent



class members, essentially inquiring into the merits of their claims. Finally, “discovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne* (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses).

PTL also objects because this request is not proportional to the needs of this case at this stage in litigation. This request asks PTL to collect any correspondence of any kind sent by a PTL employee and determine if that correspondence concerns a possible refusal by PTL to pay a contractor. To respond to this request, PTL would need to read thousands of emails and subjectively determine if that email “concerns” refusing to pay a contractor. This task is far too burdensome. This expense outweighs any potential benefit the documents would provide, especially considering that they have little importance in resolving the relevant issue—whether Plaintiffs’ proposed class should be certified. PTL has not engaged in this expensive, time-consuming task in responding to this request.

PTL will limit its search to PTL’s policies and procedures concerning the failure to provide documents required for payment. PTL is producing the responsive documents located by this search.

52. Please produce any and all documents reflecting or referring to *any* charge issued, within the last six (6) years), against any alleged independent contractor for keeping a passenger on the truck, including but not limited to Defendant's policies and procedures concerning alleged independent contractors keeping passengers on their trucks.

**Response:** PTL objects that this request is vague and ambiguous. Specifically, the request seems to contemplate documents relating to specific fees, but then explicitly includes general policy documents as part of what the request contemplates is responsive. This inconsistency renders the request ambiguous. Further, this request seeks "all documents relating or referring to" a particular subject matter, which is overbroad and fails to state what documents it is seeking with reasonable particularity. This language is too broad because it requires PTL to guess at what documents sufficiently "relate to" a particular subject matter. *C.f. Phoenix Life Ins. Co.* (holding that a request for "all documents and other items related to, concerning, or evidencing" those documents was "overly broad"). PTL also objects to the extent that this request seeks irrelevant information, which is therefore outside the scope of discovery. Consequently, the request should be limited to the applicable statutes of limitations to Plaintiffs' Fair Labor Standards Act claim and/or Plaintiffs' claim pursuant to the Federal Leasing Regulations.

This request is premature because it seeks documents related to the merits of potential class members' claims prior to class certification. Prior to class

certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Finally, “discovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne* (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses).

PTL will limit its search to documents reflecting to any deduction from Plaintiffs’ compensation for keeping a passenger on the truck. PTL has produced the documents located in this search.

53. Please produce any and all documents reflecting or referring to changes in the cost of insurance coverages that were procured on behalf of Plaintiffs by Defendant and/or paid for by Defendant but charged-back against Plaintiffs’ compensation.

**Response:** PTL objects to this request as vague with respect to the phrase “changes in cost.” Specifically, it is unclear whose cost this request refers to. PTL

has searched for documents related to changes in cost to Plaintiffs and located no documents responsive to this request.

54. Please produce any and all documents reflecting or referring to any vendors that service GPS devices for Defendant and/or for Defendant's alleged independent contractors, including but not limited to 1) any agreements between Defendant and such vendors; and 2) any documents reflecting payments made by Defendant for such services.

**Response:** PTL objects to this request because it seeks irrelevant documents. *See* Fed. R. Civ. P. 26(b)(1) (limiting discovery to what is “relevant to any party’s claim or defense”); *see also Campbell* (denying motion to compel documents that were irrelevant to the plaintiff’s claims). Any documents related to vendors that service GPS devices for Defendant do not tend to make any fact of consequence in this matter more or less likely. Indeed, this request conceivably covers information and equipment wholly unrelated to any putative class member in this case. Further, this request is overbroad in that it does not limit itself to the relevant time period. Additionally, the term “GPS devices” is ambiguous and undefined within the request.

Based on its objections, PTL will not search for any information in response to this request.

55. Please produce any and all documents reflecting or referring to *any* alleged independent contractor's decision to purchase a Qualcomm device, Qualcomm services or similar devices or services without Defendant acting as a facilitator for such purchase.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request not only seeks documents regarding a Qualcomm device, but also any documents “reflecting or referring to” the “decision to purchase” a Qualcomm device. This language is too broad because it requires PTL to guess at what documents sufficiently relate to the specified category of documents. *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”). PTL further objects that this request is vague and ambiguous. The phrase “without Defendant acting as a facilitator for such purchase” is unclear and is not defined in Plaintiffs’ request. Please explain what documents Plaintiffs seek in this request.

This request is premature because it seeks documents related to the merits of potential class members’ claims prior to class certification. Prior to class certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Finally, “discovery of the names and contact information of potential opt-in plaintiffs is

premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne* (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses).

Finally, this request asks for PTL to determine what “documents” are “related” to a decision it had no part in. Such a task is impossible. Therefore, PTL cannot determine what documents are responsive to this request. PTL is not producing any documents subject to this objection.

56. Please produce any and all documents reflecting or referring to any alleged independent contractor’s decision to purchase insurance for a leased vehicle without Defendant acting as a facilitator for such purchase.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request seeks any documents that “reflecting or referring to” the “decision to purchase” insurance for a leased vehicle. This language is too broad because it requires PTL to guess at what documents sufficiently relate to the specified category of documents. *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents

was “overly broad”). PTL further objects that this request is vague and ambiguous. The phrase “without Defendant acting as a facilitator for such purchase” is unclear and is not defined in Plaintiffs’ request. Please explain what documents Plaintiffs seek in this request. Further, the request is vague and ambiguous with respect to the term “leased vehicle.” PTL assumes that Plaintiffs mean a leased commercial motor vehicle, but it is unclear from the face of the request.

This request is premature because it seeks documents related to the merits of potential class members’ claims prior to class certification. Prior to class certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Finally, “discovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne* (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses).

Finally, this request asks for PTL to determine what “documents” are “related” to a decision it had no part in. Such a task is impossible. Therefore, PTL



cannot determine what documents are responsive to this request. PTL is not producing any documents based on this objection.

57. Please produce any and all documents reflecting or referring to complaints made by any alleged independent contractor to Defendant about Defendant's failure to provide rated freight bills or other forms of freight documentation within the last six (6) years.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request not only seeks complaints made by any alleged independent contractor, but also any documents "reflecting or referring to" those documents. This language is too broad because it requires PTL to guess at what documents sufficiently relate to the specified category of documents. *C.f. Phoenix Life Ins. Co.* (holding that a request for "all documents and other items related to, concerning, or evidencing" those documents was "overly broad").

This request is premature because it seeks documents related to the merits of potential class members' claims prior to class certification. Prior to class certification, district courts may only consider "those matters relevant to deciding if the prerequisites of Rule 23 are satisfied." *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Finally, "discovery of the names and contact information of potential opt-in plaintiffs is

premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne* (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses).

PTL will limit its search to any complaints made by Plaintiffs to PTL about PTL’s alleged failure to provide rated freight bills or other forms of freight documentation. PTL located no responsive documents in this search.

58. Please produce any and all documents reflecting or referring to interest paid to Plaintiffs in relation to Plaintiffs’ escrow fund(s).

**Response:** Paschall has no documents responsive to this request.

59. Please produce any and all documents relating or referring to any attempts made by Defendant in the last six (6) years to enforce any indemnification clause contained in any agreement against any alleged independent contractor of Defendant, including but not limited to 1) the specific agreement containing the indemnification clause that Defendant sought to enforce and 2) any court filings that relate or refer to Defendant attempt(s) to enforce such clauses.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request not only seeks complaints made by any alleged independent contractor, but also any documents “reflecting or referring to” those documents. This language is too broad because it requires PTL to guess at what documents sufficiently relate to the specified category of documents. *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”).

This request is premature because it seeks documents related to the merits of potential class members’ claims prior to class certification. Prior to class certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Finally, “discovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne* (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses).

This request also seeks irrelevant information to the extent that it seeks information related to non-driver independent contractors or independent contractor drivers who fall outside the scope of the proposed class in this case. Such information is outside the scope of discovery. *See* Fed. R. Civ. P. 26(b)(1) (limiting discovery to what is “relevant to any party’s claim or defense”); *see also Campbell* (denying motion to compel documents that were irrelevant to the plaintiff’s claims).

PTL will limit its search to documents associated with any efforts PTL made to enforce against Plaintiffs any indemnification clause contained in any agreement. PTL located no responsive documents in this search.

60. Please produce all records Defendant maintains pursuant to 29 C.F.R. § 516.5 (“Records to be Preserved 3 years”) and 29 C.F.R. § 516.6 (“Records to be Preserved 2 years”) for truck drivers designated as “independent contractors”.

**Response:** This request is premature because it seeks documents related to the merits of potential class members’ claims prior to class certification. Prior to class certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Finally, “discovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of

providing notice to absent class members.” *Osborne* (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses).

In addition, this request seeks irrelevant documents. This request asks PTL to produce all records for any independent contractors that contracted with PTL regardless of whether those individuals are potential members of the alleged collective action in this matter.

PTL does not maintain any records pursuant to these regulations for its independent contractor drivers.

61. As to any expert Defendant plans to utilize as a witness at time of trial, please produce a written report prepared and signed by the witness and containing:

- a. a complete statement of all opinions to be expressed;
- b. the bases and reasons for all such opinions;
- c. the data or other information considered by the witness;
- d. any exhibits to be used as a summary of or support for the opinions;
- e. the qualifications of the witness;
- f. a list of all publications authored by the witness within the preceding ten (10) years;
- g. the compensation to be paid for the study and testimony; and

- h. a listing of any other cases in which the witness has testified as an expert at trial or by deposition within the preceding four (4) years.

**Response:** PTL objects to this request as vague and ambiguous with respect to the word “utilize.” As framed, this request could refer to either a testifying or consulting expert. PTL objects to this Request as premature and seeking information beyond the scope of what is required under Rule 26 to the extent it seeks a report from a non-testifying expert. PTL will make the expert disclosures required by the Federal Rules of Civil Procedure in accordance with the schedule set forth by the Court.

Based on its objections, PTL will not produce documents in response to this Request.

62. Please produce any and all drafts, notes, memoranda, calculations, studies, tests, and other work papers of whatever kind or description generated or utilized by any expert who is expected to be called as a witness at time of trial.

**Response:** PTL objects to this Request as calling for information beyond what is required to be disclosed under Rule 26 and material protected by the work product doctrine. *See* Fed. R. Civ. P. 26(b)(4)(B). PTL will make the expert disclosures required by the Federal Rules of Civil Procedure in accordance with the schedule set forth by the Court.

Based on its objections, PTL will not produce documents in response to this Request.

63. A complete and current *curriculum vitae* for any expert witness Defendant plans to utilize at time of trial.

**Response:** PTL objects to this request as vague and ambiguous with respect to the word “utilize.” As framed, this request could refer to either a testifying or consulting expert. PTL further objects to this Request as premature and seeking information beyond the scope of what is required under Rule 26 to the extent it seeks a report from a non-testifying expert. PTL will make the expert disclosures required by the Federal Rules of Civil Procedure in accordance with the schedule set forth by the Court.

Based on its objections, PTL will not produce documents in response to this Request.

64. Please produce any and all documents concerning, or relating or referring to, any reports (verbal or otherwise) made by anyone to Defendant alleging that Defendant misclassified any employees as independent contractors at any point during the past six (6) years.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request not only seeks reports made by anyone regarding employment “misclassifi[cation],” but also any documents that “concern, relate, or refer to” those reports. This language is too broad because it requires PTL to guess at what documents sufficiently relate to the specified category of reports. *C.f. Phoenix Life*



*Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”).

This request is premature because it seeks documents related to the merits of potential class members’ claims prior to class certification. Prior to class certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Finally, “discovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne* (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses).

PTL will limit its search to documents associated with complaints of employment misclassification made by either named Plaintiff during the time they were under contract with PTL. PTL located no responsive documents in this search.

65. Please produce any and all documents concerning, or relating or referring to, any reports (verbal or otherwise) *made by anyone* to Defendant alleging

that Defendant failed to pay its employees minimum wage at any point during the past three (3) years.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request not only seeks reports made by anyone regarding failure to pay its employees minimum wage, but also any documents that “concern, relate, or refer to” those reports. This language is too broad because it requires PTL to guess at what documents sufficiently relate to the specified category of reports. *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”).

This request is premature because it seeks documents related to the merits of potential class members’ claims prior to class certification. Prior to class certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Finally, “discovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne* (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant

because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses).

Additionally, this request potentially seeks irrelevant information to the extent it seeks complaints about minimum wage from individuals wholly unrelated to the claims of this case. Such information is beyond the scope of discovery. *See* Fed. R. Civ. P. 26(b)(1) (limiting discovery to what is “relevant to any party’s claim or defense”); *see also Campbell* (denying motion to compel documents that were irrelevant to the plaintiff’s claims).

PTL will limit its search to documents associated with complaints for failure to pay minimum wage made by either named Plaintiff during the time they were under contract with PTL. PTL located no responsive documents in this search.

66. Please produce any and all documents concerning, or relating or referring to, any reports (verbal or otherwise) made by anyone to Defendant alleging that Defendant unlawfully deducted from its employees’ wages at any point in the past three (3) years.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request not only seeks reports made by *anyone* regarding allegedly unlawful wage deductions, but also any documents that “concern, relate, or refer to” those reports. This language is too broad because it requires PTL to guess at what documents sufficiently relate to the specified category of reports. *C.f. Phoenix Life*

*Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”).

This request is premature because it seeks documents related to the merits of potential class members’ claims prior to class certification. Prior to class certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Finally, “discovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional certification is likely to impair the Court’s ability to supervise the process of providing notice to absent class members.” *Osborne* (denying plaintiff’s pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses).

Additionally, this request potentially seeks irrelevant information to the extent it seeks complaints about unlawful deductions from employee’s wages, which is wholly unrelated to the claims of this case. Such information is beyond the scope of discovery. *See* Fed. R. Civ. P. 26(b)(1) (limiting discovery to what is “relevant to any party’s claim or defense”); *see also Campbell* (denying motion to compel documents that were irrelevant to the plaintiff’s claims).

Based on its objections, PTL will not search for responsive.

67. Please produce any and all documents concerning, or relating or referring to, any reports (verbal or otherwise) made by anyone to Defendant alleging that Defendant violated the Truth in Leasing Act with respect to agreements between Defendant and any truck drivers within the last six (6) years.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request not only seeks reports made by *anyone* alleging that PTL violated the “Truth and Leasing Act,” but also any documents that “concern, relate, or refer to” those reports. This language is too broad because it requires PTL to guess at what documents sufficiently relate to the specified category of reports. *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”).

This request is premature because it seeks documents related to the merits of potential class members’ claims prior to class certification. Prior to class certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Finally, “discovery of the names and contact information of potential opt-in plaintiffs is premature,” and “discovery of such contact information before conditional

certification is likely to impair the Court's ability to supervise the process of providing notice to absent class members." *Osborne* (denying plaintiff's pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class list was not relevant because "[d]iscovery sought solely for the purpose of inviting others to join this litigation" is not relevant to a party's claims or defenses).

PTL will limit its search to documents associated with complaints regarding alleged violations of the "Truth in Leasing Act" made by either named Plaintiff during the time they were under contract with PTL. PTL located no responsive documents in this search.

68. Please produce any and all documents concerning or relating or referring to any Qualcomm or similar messages sent or received by Plaintiffs.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request not only seeks Plaintiffs' Qualcomm messages, but also any documents "concerning, or relating or referring to" those documents. This language is too broad because it requires PTL to guess at what documents sufficiently relate to the specified category of documents. *C.f. Phoenix Life Ins. Co.* (holding that a request for "all documents and other items related to, concerning, or evidencing" those documents was "overly broad").

PTL will limit its search to any Qualcomm messages sent or received by Plaintiffs. PTL is producing documents responsive to this request located in this search.

69. Please produce any and all documents concerning or relating or referring to any training received by Plaintiffs in relation to Defendant's business, including but not limited to any orientation and/or training materials or videos.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request seeks "any and all" documents "concerning, or relating or referring to" "training received by Plaintiffs in relation to Defendant's business." This language is too broad because it requires PTL to guess at what documents sufficiently relate to the specified category of documents. *C.f. Phoenix Life Ins. Co.* (holding that a request for "all documents and other items related to, concerning, or evidencing" those documents was "overly broad"). Further, PTL states that it did not provide training to Plaintiffs in its business, but instead ensured they were qualified as drivers.

PTL will limit its search to materials PTL provided Plaintiffs at orientation. PTL will produce or make available for inspection the materials located in that search.



70. Please produce any and all documents concerning, or relating or referring to any requirements that Plaintiffs were obligated to meet before being permitted by Defendant to drive a vehicle bearing Defendant logo.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request seeks “any and all” documents “concerning, or relating or referring to” “any requirements that Plaintiffs were obligated to meet before being permitted by Defendant to drive a vehicle bearing Defendant[s] logo.” This language is too broad because it requires PTL to guess at what documents sufficiently relate to the specified category of requirements. *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”).

PTL will limit its search to the Independent Contractor Service Agreements executed by Plaintiffs. PTL will produce the documents located by this search.

71. Please produce any and all documents concerning, or relating or referring to any requirements that Plaintiffs were obligated to meet before entering into an alleged independent contractor relationship with Defendant.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request seeks “any and all” documents “concerning, or relating or referring to” “any requirements that Plaintiffs were obligated to meet before entering into an

alleged independent contractor relationship with Defendant.” This language is too broad because it requires PTL to guess at what documents sufficiently relate to the specified category of “requirements.” *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”).

PTL will limit its search to the Independent Contractor Service Agreements executed by Plaintiffs, which contain all conditions precedent to their execution. PTL will produce the documents located by this search.

72. Please produce any and all documents evidencing, relating or referring to any advertisements concerning Defendant’s independent contractor program that were posted or utilized by Defendant within the last six (6) years, including but not limited to 1) advertisements posted to Defendant’s website; 2) craigslist or other similar advertisements; 3) flyers; 4) social media advertisements; 5) newspaper advertisements; and 6) radio or television advertisements.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request seeks “any and all” documents “evidencing, relating or referring to” “any advertisements that were posted or utilized by Defendant within the last 6 years.” This language is too broad because it requires PTL to guess at what documents sufficiently relate to the specified category of advertisements. *C.f.*

*Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”).

PTL further objects to this request as calling for the production of irrelevant information. Advertisements issued by PTL in the last 6 years have no bearing on any fact of consequence in this case. Consequently, this material is outside the scope of discovery. *See* Fed. R. Civ. P. 26(b)(1) (limiting discovery to what is “relevant to any party’s claim or defense”); *see also Campbell* (denying motion to compel documents that were irrelevant to the plaintiff’s claims).

Based on its objections, PTL will not search for any responsive documents.

73. Please produce any and all documents concerning, relating and/or referring to social media posts made by Defendant within the last six (6) years concerning Defendant’s independent contractor program.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request seeks “any and all” documents “concerning, relating and/or referring to” “social media posts made by Defendant” “concerning Defendant’s independent contractor program.” This language is too broad because it requires PTL to guess at what documents sufficiently relate to the specified category of social media posts. *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”). This request is vague and ambiguous with respect to the phrase “social media posts.”

Further, the burden of searching for such “posts” is disproportionate to the needs of the case. This request fails to specify social media platforms or identify search terms. Consequently, PTL estimates it would be forced to spend several hours and thousands of dollars hand searching social media to determine which posts may “concern” independent contractor drivers.

PTL further objects to this request as calling for the production of irrelevant information. Advertisements issued by PTL in the last 6 years have no bearing on any fact of consequence in this case. Consequently, this material is outside the scope of discovery. *See* Fed. R. Civ. P. 26(b)(1) (limiting discovery to what is “relevant to any party’s claim or defense”); *see also Campbell* (denying motion to compel documents that were irrelevant to the plaintiff’s claims).

Based on its objections, PTL will not search for any responsive documents.

74. Please produce any and all documents concerning, or relating or referring to, any lawsuits or administrative actions that have been filed *by anyone* in the past six (6) years that allege that Defendant engaged in misclassification of employees as independent contractors, breach of contract and/or failure to pay wages.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request seeks “any and all” documents “concerning, relating or referring to” “any lawsuits or administrative actions” that allege particular things. This

language is too broad because it requires PTL to guess at what documents sufficiently relate to such lawsuits. *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”). PTL also objects to the extent that this request calls for the production of privileged information. PTL further objects that this request calls for the production of irrelevant information. Specifically, suits not filed under the Fair Labor Standards Act do not tend to make any fact of consequence in this case more or less likely and, therefore, PTL is not obligated to produce such information. *See* Fed. R. Civ. P. 26(b)(1) (limiting discovery to what is “relevant to any party’s claim or defense”); *see also Campbell* (denying motion to compel documents that were irrelevant to the plaintiff’s claims).

Consequently, PTL has limited its search to documents related to any law suits filed against PTL under the Fair Labor Standards Act. PTL located no responsive documents in this search.

75. Please produce any and all documents concerning, relating and/or referring to all purchases of tractor trailers by any alleged independent contractors under a lease-to own agreement wherein Defendant leased said tractor trailer from said alleged independent contractors.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request seeks “any and all” documents “concerning, relating and/or referring

to” “all purchases of tractor trailers by any alleged independent contractors under a lease-to-own agreement” that allege particular things. This language is too broad because it requires PTL to guess at what documents sufficiently relate to such purchases. *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”). PTL further objects to the extent this seeks information related to individuals who do not fit within the proposed class definitions. Such information is irrelevant and outside the scope of discovery. *See* Fed. R. Civ. P. 26(b)(1) (limiting discovery to what is “relevant to any party’s claim or defense”); *see also Campbell* (denying motion to compel documents that were irrelevant to the plaintiff’s claims).

This request is premature because it seeks documents related to the merits of potential class members’ claims prior to class certification. Prior to class certification, district courts may only consider “those matters relevant to deciding if the prerequisites of Rule 23 are satisfied.” *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Therefore, this request is premature at this stage in litigation.

PTL further objects that this request is vague and ambiguous. First, this request refers to “tractor trailers” but tractors and trailers are different things, and many drivers may lease or purchase one but not the other. Second, the phrase “said tractor trailer from said alleged independent contractors” is unclear and is not defined in Plaintiffs’ request. This request also seems to ask for documents related

to the purchase of both a tractor and a trailer, yet simultaneously asks for documents related to the lease of that truck. Please explain what documents Plaintiffs seek in this request. Until this ambiguity is clarified, PTL is not searching for documents to respond to this request.

76. Please produce any and all documents that were referenced in Defendant's answers to Plaintiffs' interrogatories, or that were reviewed by Defendant in connection with Defendant answering Plaintiffs' interrogatories.

**Response:** PTL objects to the extent this request calls for the production of information that identifies putative class members. Specifically, this request is premature because it seeks documents related to the merits of potential class members' claims prior to class certification. Prior to class certification, district courts may only consider "those matters relevant to deciding if the prerequisites of Rule 23 are satisfied." *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.* Yet this request seeks documents related to all absent class members, essentially inquiring into the merits of their claims. Finally, "discovery of the names and contact information of potential opt-in plaintiffs is premature," and "discovery of such contact information before conditional certification is likely to impair the Court's ability to supervise the process of providing notice to absent class members." *Osborne* (denying plaintiff's pre-conditional certification motion to compel identities and contact information of putative opt-in plaintiffs); *Knutson* (holding that a class



list was not relevant because “[d]iscovery sought solely for the purpose of inviting others to join this litigation” is not relevant to a party’s claims or defenses).

Further, PTL objects on the basis of the work-product doctrine to the disclosure of all documents reviewed to the extent that “Defendant” is defined by these Requests for Production to include PTL’s counsel.

Further, all documents “reviewed” by PTL in responding to Plaintiffs’ interrogatories may include documents that did not form the basis of Defendants’ responses to Plaintiffs’ interrogatories and are irrelevant and outside the scope of discovery.

PTL will limit its search to those documents that do not identify putative class members and that form the basis of its responses to Plaintiffs’ interrogatories. PTL has produced the documents located in that search.

77. Please produce any and all documents that support or otherwise relate to the denials set forth in Defendant’s Answer in this action.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P. 34(b)(1)(A). This request seeks “any and all” documents that “support or otherwise relate” to the denials set forth in PTL’s Answer in this action. This language is too broad because it requires PTL to guess at what documents sufficiently relate to such denials. *C.f. Phoenix Life Ins. Co.* (holding that a request for “all documents and other items related to, concerning, or evidencing” those documents was “overly broad”).

PTL has limited its search to those documents it referred to in completing its Answer in this action and is producing responsive documents located in that search.

78. Please produce any and all documents that support or otherwise relate to Defendant's Affirmative Defenses in this action.

**Response:** PTL objects because this request does not describe the documents sought with reasonable particularity as required. *See* Fed. R. Civ. P 34(b)(1)(A). This request seeks "any and all" documents that "support or otherwise relate" to PTL's Affirmative Defenses in this action. This language is too broad because it requires PTL to guess at what documents sufficiently relate to such defenses. *C.f. Phoenix Life Ins. Co.* (holding that a request for "all documents and other items related to, concerning, or evidencing" those documents was "overly broad"). This request is also premature as discovery is still in its infancy in this case.

PTL has limited its search to those documents it referred to in completing its Affirmative Defenses in this action and is producing responsive documents located in that search.

79. Please produce copies of any insurance agreement that may be liable for and/or applicable to the subject matter of this litigation.

**Response:** PTL does not have any documents responsive to this request.

80. Please produce true and correct copies of each document or other tangible thing Defendant intend to introduce as an exhibit at time of trial.

**Response:** PTL objects to this request as premature. PTL also objects to this request on the basis of the work product doctrine as disclosing exhibits that PTL intends to introduce in advance of the deadline set by the court will invade the confidential mental impressions of counsel. PTL will produce copies of its exhibits according to the schedule ordered by the Court.

81. Please produce any documents that Defendant believe may be relevant to the instant action but not covered by any of the previous requests.

**Response:** PTL objects to this request as an improper catch-all request because this request does not describe the documents sought with reasonable particularity. *See Ward v. Willbanks*, No. 2:09-cv-11237, 2010 WL 11544987, at \*2 n.3-n.6 (E.D. Mich. Mar. 9, 2010) (collecting and describing cases). Courts disfavor these requests because “it is virtually impossible to comply with these type[s] of requests.” *Id.* at n.3.

Based on its objections, PTL will not search for documents in response to this request.

Dated: September 24, 2018

Respectfully submitted,



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Christopher J. Eckhart

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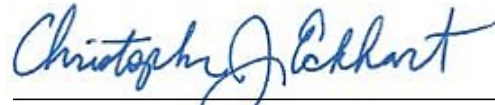
### CERTIFICATE OF SERVICE

I, Christopher J. Eckhart, hereby certify that on September 24, 2018, the foregoing was served on the following counsel via e-mail.

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---

Christopher J. Eckhart

1-L





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High Annual Income with many ways to earn additional pay, including:

- ▶ Fuel Bonus and Safety Bonus, add more than 3 CPM
- ▶ \$1,000 Sign-on Bonus
- ▶ Opportunity for raise after 6 months
- ▶ Paid Vacation
- ▶ Great home time – weekly or every other week depending on where you live
- ▶ Consistent miles averaging 2,500-2,800 with top drivers up to 3,400
- ▶ 100% no touch freight, 60% drop & hook
- ▶ No forced dispatch
- ▶ Equipment that averages 1½ years old — brand new 2016 freightliners with side skirts just arrived. Our trucks have battery APU's and NAVIGO GPS
- ▶ No experience necessary





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\$75 for Northeast

\$75 HAZMAT

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401K Match

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More opportunities to own it.

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Be an owner operator. Lease a truck through our Dedicated Lease Division and earn up to \$150K a year.

## OTR qualifications:

Must be at least 22 years old

Class-A CDL required



© PASCHALL TRUCK LINES, INC. 2015 | 3443 U. S. HIGHWAY 641 S., PO BOX 1080, MURRAY, KY 42071 | [270-753-1717](tel:2707531717) | [800-626-3374](tel:8006263374)

[APPLY NOW](#) | [CORPORATE SITE](#) | [COMPANY DRIVERS: 888-721-3407](#) | [OWNER OPERATOR/LP: 888-953-9292](#)

[TRAINING DEPT: 888-885-0366](#) | [PRIVACY POLICY](#)



Owner Operators/Lease Purchase drivers are not eligible for ESOP benefits.

1-M



USDOT Number

MC/MX Number

Name

Enter Value: PASCHALL TRUCK LINES

Search

Company Snapshot

PASCHALL TRUCK LINES INC

USDOT Number: 105234

ID/Operations | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

**Carriers:** If you would like to update the following ID/Operations information, please complete and submit form [MCS-150](#) which can be obtained [online](#) or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's [DataQs](#) system.

Other Information for this Carrier

SMS Results

Licensing & Insurance

**Carrier and other users:** FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance then what is captured in the Company Snapshot. To obtain a CSP please visit the [CSP order page](#) or call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to [SAFER General Help](#).

The information below reflects the content of the FMCSA management information systems as of 10/11/2018.

Entity Type:	CARRIER/BROKER		
Operating Status:	AUTHORIZED FOR Property	Out of Service Date:	None
Legal Name:	PASCHALL TRUCK LINES INC		
DBA Name:			
Physical Address:	3443 HIGHWAY 641 SOUTH MURRAY, KY 42071		
Phone:	(270) 753-1717		
Mailing Address:	PO BOX 1080 MURRAY, KY 42071-0018		
USDOT Number:	105234	State Carrier ID Number:	
MC/MX/FF Number(s):	MC-111485	DUNS Number:	62-975-578
Power Units:	1,159	Drivers:	1,440
MCS-150 Form Date:	05/09/2018	MCS-150 Mileage (Year):	142,436,263 (2017)
Operation Classification:			
<div><div><div><div><div>x</div><div>Auth. For Hire</div></div><div><div>Exempt For Hire</div><div>Private(Property)</div><div>Priv. Pass. (Business)</div></div></div><div><div>Priv. Pass.(Non-business)</div><div>Migrant</div><div>U.S. Mail</div><div>Fed. Gov't</div></div><div><div>State Gov't</div><div>Local Gov't</div><div>Indian Nation</div></div></div></div>			
Carrier Operation:			
<div><div><div><div><div>x</div><div>Interstate</div></div><div><div>Intrastate Only (HM)</div><div>Intrastate Only (Non-HM)</div></div></div></div></div>			
Cargo Carried:			
<div><div><div><div><div>x</div><div>General Freight</div></div><div><div>Household Goods</div><div>Metal: sheets, coils, rolls</div><div>Motor Vehicles</div><div>Drive/Tow away</div><div>Logs, Poles, Beams, Lumber</div><div>Building Materials</div><div>Mobile Homes</div><div>Machinery, Large Objects</div><div>Fresh Produce</div></div></div><div><div>Liquids/Gases</div><div>Intermodal Cont.</div><div>Passengers</div><div>Oilfield</div><div>Equipment</div><div>Livestock</div><div>Grain, Feed, Hay</div><div>Coal/Coke</div><div>Meat</div><div>Garbage/Refuse</div><div>US Mail</div></div><div><div>Chemicals</div><div>Commodities Dry Bulk</div><div>Refrigerated Food</div><div>Beverages</div><div>Paper Products</div><div>Utilities</div><div>Agricultural/Farm Supplies</div><div>Construction</div><div>Water Well</div></div></div></div>			

Lumber	Coal/Coke	Agriculture
Building Materials	Meat	Supplies
Mobile Homes	Garbage/Refuse	Construction
Machinery, Large	US Mail	Water Well
Objects		
Fresh Produce		

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

US Inspection results for 24 months prior to: 10/11/2018

Total Inspections: 4389  
Total IEP Inspections: 0

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [Inspections Help](#) for further information.

Inspection Type	Inspections:			
	Vehicle	Driver	Hazmat	IEP
Inspections	2508	4387	148	0
Out of Service	459	51	5	0
Out of Service %	18.3%	1.2%	3.4%	0%
Nat'l Average % (2009- 2010)	20.72%	5.51%	4.50%	N/A

Crashes reported to FMCSA by states for 24 months prior to: 10/11/2018

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Type	Crashes:			
	Fatal	Injury	Tow	Total
Crashes	3	61	158	222

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Canadian Inspection results for 24 months prior to: 10/11/2018

Total inspections: 1

Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

Inspection Type	Inspections:	
	Vehicle	Driver
Inspections	1	1
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 10/11/2018

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Type	Crashes:			
	Fatal	Injury	Tow	Total
Crashes	0	0	0	0



Out of Service %	18.3%	1.2%	3.4%	0%
Nat'l Average % (2009- 2010)	20.72%	5.51%	4.50%	N/A

Crashes reported to FMCSA by states for 24 months prior to: 10/11/2018

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Type	Fatal	Crashes: Injury	Tow	Total
Crashes	3	61	158	222

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Canadian Inspection results for 24 months prior to: 10/11/2018

Total inspections: 1

Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

Inspection Type	Inspections: Vehicle	Driver
Inspections	1	1
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 10/11/2018

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Type	Fatal	Crashes: Injury	Tow	Total
Crashes	0	0	0	0

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

[Carrier Safety Rating:](#)

The rating below is current as of: 10/11/2018

Review Information:

Rating Date:	06/05/2017	Review Date:	05/23/2017
Rating:	Satisfactory	Type:	Compliance Review

