



**DAN FINNEY LAW**

TRIAL ATTORNEY

October 27, 2024

Truck Leasing Task Force  
Attn: Chairman Steve Rush

Re: Illusory truck leasing agreements

Dear Chairman Rush and members of the TLTF:

We've discussed how some leasing agreements are illusions and others are enforceable. If coverage is alleged to be provided pursuant to the terms in an "independent contractor policy"(ICP) or "occupational hazard policy"(Occ), the leasing agreements are illusory and criminal fronts to steal premiums from settlements to the operators, misclassify employees, and collude with insurance companies to take fraudulent deferments on the investment of stolen premiums.

Neither the carriers nor the insurance companies to whom these allegations apply will deny the allegations under oath. They cannot answer questions under oath about these policies, without confessing to crimes still on-going on a massive scale, or perjuring themselves. But pleading the fifth is as good as a confession, for purposes of a civil case. So those carriers and their insurers who colluded to sell ICPs and Occs are practically speaking, dead in the water.

Since the scam requires the transfer of premiums embezzled from settlements to operators through the wire and/or US mail, millions of counts over decades, and those stolen premiums are then invested to take illegal tax deferments on that money, it qualifies as racketeering, and the insurance companies at the top may all be liable for the theft by the carriers, under RICO.

Maybe even worse for the perpetrating insurance companies, and their parent companies, every insurance company is liable for three times the amount of premiums stolen, under the illegal policies, and attorneys' fees, under Civil RICO. And as stated before, they cannot defend against the civil RICO, because they cannot answer interrogatory one without incriminating themselves

In short order those carriers “facilitating coverage” under ICPs and Occs, and/or the insurers issuing those policies, will be paying back billions of dollars to operators whose premiums they converted through collusion to evade taxes, and commit tax fraud.<sup>1</sup> In addition the above-referenced parties may be facing criminal charges that carry the possibility for serious time in a federal penitentiary: up to five years per count of wire fraud. Hundreds of thousands of counts per year over decades.

The good news is, the culpable insurance companies and carriers will not be able discharge the debt to the operators under the US Bankruptcy Code, because debts incurred by fraud are not dischargeable.

This task force need not worry about how to get the illusory leasing agreements off the market, and to stop the misclassification of the operators, end indentured servitude and reestablish the rule of law in the transportation industry. That will happen regardless of the findings of this task force. The forthcoming issue for the U.S. Department of Treasury and U.S. Department of Transportation will be the reclassification of the operators, which may be especially good news for the Teamsters.

Very truly yours,

A handwritten signature in dark ink, appearing to read "J. G. Innes", followed by a long horizontal flourish.

---

<sup>1</sup> Perhaps the best way for the insurance companies to deal with the civil liability to the operators is to deposit the damages into a qualified settlement trust, to be administrated by a US District Court Judge. That way they could transfer liability for treble damages to the operators for the premiums collected for the ICPs and Occs to the trust from which the claims may be administered (for which the insurance companies will pay in addition to the damages), and take a tax deduction, if the IRS approves. An insurance policy for liability to the operators under RICO. This may require a Court first holding the policies void ab initio, but not necessarily. There is a declaratory judgment action pending in the Eastern District of MO which should answer these questions, may present an opportunity for all the culpable insurance companies to wrap up the civil liability for the return of the premiums converted through racketeering, promptly and efficiently.

