

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

DOMINIC OLIVEIRA,
on his own behalf and on behalf of
all others similarly situated,

Plaintiffs,

V.

NEW PRIME INC.,

Defendant.

Civil Action No. 1:15-cv-10603-PBS

**AFFIDAVIT OF RACHEL SMIT, ESQ. IN SUPPORT OF PLAINTIFFS’
MOTION FOR CLASS AND COLLECTIVE CERTIFICATION**

I, Rachel Smit, do state and depose the following:

1. I am an attorney for the Plaintiffs in the above-captioned matter. This affidavit is based on my personal knowledge and review of documents produced in discovery and deposition transcripts.

I. New Prime's Business Model

2. New Prime, Inc., doing business as Prime Inc. (hereafter “Prime Inc.” or “Prime”), is a privately-held motor carrier that moves freight for customers such as [REDACTED]

Ex. 1, Excerpts from Transcript of Rule 30(b)(6)
Deposition of Steven A. Field (July 26, 2019) (“30b6 Dep.”) at 14:24–15:14, 22:18–22:19.

3. Prime Inc. is headquartered at 2740 North Mayfair Avenue in Springfield, Missouri. *Id.* at 16:17–16:21.

4. In addition to Springfield, Missouri, Prime also has terminals in Salt Lake City, Utah and Pittston, Pennsylvania. *Id.* at 16:22–17:25.

5. Other than drivers, Prime employs between 1,200 and 1,400 non-driving employees, most of whom (approximately 900–1,000) work out of the Springfield, Missouri headquarters. *Id.* at 19:17–19:24.

6. Prime employs approximately 110 dispatchers, also referred to as “fleet managers,” who are assigned to manage particular trucks. Most of these fleet managers (approximately 80–90) work out of the Springfield headquarters. Prime also employs night dispatchers and mid-shift dispatchers, who provide coverage for the fleet managers during off hours. *Id.* at 20:4–22:17.

7. Prime refers to its drivers (and all Prime employees) as “Prime associates.” Prime’s driver associates include company drivers, who are on Prime’s payroll, and independent contractor (“IC”) drivers. *Id.* at 142:6–143:15. Prime also refers to its IC drivers as “owner-operators,” even if they do not own their tractor but instead are leasing it. *Id.* at 60:21–62:2.

8. Prime has four operational divisions: refrigerated, flatbed, tanker, and intermodal. *Id.* at 44:25–45:6.

9. Within Prime’s refrigerated division, also referred to as the “reefer” division, both company drivers & IC drivers report to fleet managers who in turn report to operations

managers, all of whom report to the same Director of Operations for the refrigerated division.

Id. at 45:7–48:17; Ex. 2, Org. Chart.

10. The roles of fleet managers who work with company drivers and those who work with IC drivers “are interchangeable,” according to Prime’s 30b6 witness. Ex. 1, 30b6 Dep. at 46:4–46:7.

11. Within the other three divisions, fleet managers for both company drivers and IC drivers all report directly to the Director of Operations for that division. *Id.* at 50:2–50:10.

12. Prime’s sales department is primarily responsible for negotiating contracts with its shipping customers. *Id.* at 16:1–16:4.

13. Prime employs a director of truck maintenance, who oversees Prime’s various repair shops (for tractor and trailer repairs), and a manager of maintenance procurement, who deals with the purchase of trailers and other equipment, such as Auxiliary Power Units (APUs) and deer guards. *Id.* at 43:9–44:4.

14. Robert Low is the CEO and founder of Prime (New Prime, Inc.). Ex. 38, *Prime Ways* (June 2019) Vol. 4, Issue 2, at 3. He and his wife, Lawana Low, own 25 percent of New Prime, Inc.; Robert Low solely owns the remaining 75 percent. Ex. 3, Prime Related Parties.

15. The Lows also own 100 percent of Campus, Inc., which operates a hotel and training facility called Campus Inn, where Prime’s Springfield orientation classes are conducted. *Id.*; Ex. 1, 30b6 Dep. at 10:4–10:7.

16. Riverford Corporation was a licensed insurance agency wholly owned by Robert and Lawana Low, *see* Ex. 3, that obtained a variety of insurance policies for Prime’s IC drivers

in order for IC drivers to fulfill insurance coverage requirements set by Prime. Drivers paid Riverford Corporation a commission ranging from 2 percent to 25 percent in addition to the actual premiums charge by the insurance company. *See* Ex. 4, Disclosure Statement. Riverford Corporation was co-located at Prime's headquarters and its employees were, for all practical purposes, on Prime's payroll. Ex. 1, 30b6 Dep. at 29:4–29:21. Riverford Corporation is no longer an active business, as of “a couple of years ago.” *Id.* at 28:14–28:15.

17. Success Leasing, Inc. (“Success Leasing”) is a corporation wholly owned by Robert and Lawana Low that owns all of the tractors used by Prime to move freight. *Id.* at 30:22–31:2; Ex. 3, Prime Related Parties.

18. Success Leasing and Prime are “almost the same” according to Prime's 30b6 witness. Ex. 1, 30b6 Dep. at 210:3–2010:5. Success Leasing is functionally integrated with Prime; for example, Success Leasing and Prime both utilize the same human resources department, Success Leasing employees share cubicle space with Prime employees, and “[i]n dealing with associates or drivers dealing with associates, we're all together right there.” *Id.* at 33:5–33:12. The manager of Success Leasing reports to Prime's director of leasing and controller. *Id.* at 39:21–39:23; Ex. 2, Org. Chart.

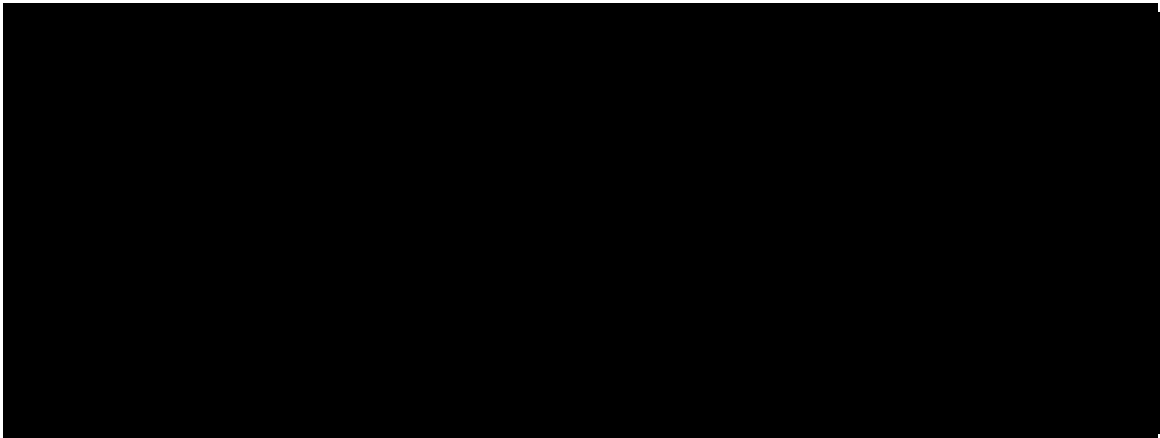
19. Success Leasing leases tractors to Prime's IC drivers, who then lease the vehicles to Prime in order to operate under Prime's Department of Transportation operating authority. Ex. 1, 30b6 Dep. at 146:14–147:4.

20. Approximately 90 percent of Prime's IC drivers lease their vehicles from Success Leasing. *Id.* at 63:17–63:23.

21. Abacus CPAs is an accounting firm that specializes in accounting for truck drivers, which operates an office at Prime's Springfield headquarters and "[has] access to all our associates there." *Id.* at 36:10–36:17, 37:7–37:12.

22. Prime assigns each of its drivers a seat class, "A" through "D": "A seat" means that the driver can be a solo driver or the lead driver of a team; "B seat" means that the driver is proficient enough to be the second seat in a team; "C seat" means the driver has a CDL but minimal or outdated driving experience; "D seat" means a driver does yet have a CDL. *Id.* at 82:2–82:22.

23. The following chart displays the number of individuals attending Prime orientation in each year from 2013–2018.



See Ex. 23, Orientation Numbers.

24. Prime only conducted orientation for D seat drivers in Missouri until a few years ago. Prime now conducts orientation for D seat drivers in Utah and Pennsylvania as well.

II. Overview of the Prime Student Driver (“PSD”) Training Program

25. Prime’s Student Driver training program is for drivers who do not yet have a commercial drivers’ license (“CDL”), *i.e.*, D seat drivers. *Id.* at 82:23–83:10. The program is referred to internally as the “PSD” program or “apprenticeship program.” *Id.* at 88:7–88:9.

26. Prime’s 30(b)(6) witness acknowledged that the purpose of attending the PSD program is to be hired by Prime as a driver; he testified that everyone who completes the PSD phase of training is ultimately put on Prime’s payroll, “assuming they go to the next phase, which is our expectation, and nearly everyone does that.” *Id.* at 117:17–117:24.

27. The PSD program is identical for individuals who express an interest in becoming company drivers and those who express an interest in becoming IC drivers. *Id.* at 122:17–122:22.

28. The program consists of: (1) a four-day orientation; (2) 75 hours of behind-the-wheel time delivering freight for Prime, while matched with a Prime driver, referred to as “PSD over-the-road instruction”; (3) CDL examination to obtain Class A CDL; (4) “TNT training,” consisting of 30,000 [now 50,000] miles of team driving with a more experienced driver; and (5) Upgrade Orientation classes to allow driver to drive solo. Ex. 6, Invitation to Orientation; Ex. 1, 30b6 Dep. at 75:2–75:9.

29. Up until the TNT portion of the training, PSD drivers are not considered by Prime to be employees and are not paid wages; Prime makes advances of up to \$200 per week for meals during the behind-the-wheel training (PSD over-the-road instruction). To recover this

money, Prime begins making payroll deductions of \$25 per week once the driver starts TNT training. Ex. 6 at PRIME-000068; Ex. 1, 30b6 Dep. at 135:21–136:22.

30. At any given time, the PSD program is conducted in a uniform manner for all drivers going through the program. *Id.* at 74:8–74:24. Over time, Prime has changed the number of miles that are required during the TNT phase of the program but has not changed the program significantly in other ways. *Id.* at 75:2–75:9.

31. All PSD drivers pay a \$100 registration fee upon starting orientation, which Prime considers to be “skin in the game.” *Id.* at 80:5–80:22.

32. Prime utilizes a uniform set of contracts that student drivers sign at the beginning of the student driver training program. For example, Mr. Oliveira signed a Tuition Payment/Installment Contract, Prime; Prime Driver Training Program Tuition Repayment Agreement; Payroll Deduction Authorization for Loan Payment; and Driver Trainee Contract and Release of Liability for Negligence. *Id.* at 103:20–103:24, 107:13–107:17, 108:9–108:19, 109:3–109:17; Exhibits 7 – 11.

33. The contracts require student drivers to incur a repayment obligation of an amount alternatively characterized as “tuition,” or “program fees” with interest of 12.5 percent. *See* Ex. 7, Installment Contract (Oliveira) and Ex. 11, Training Program Contract. While student drivers are actively driving for Prime, no payments are made. Ex. 1, 30b6 at 103:2–103:24. If drivers leave Prime without completing a full year of driving for Prime, drivers have authorized Prime to garnish drivers’ wages at their current employers. Ex. 9, Payroll Deduction Authorization.

Prime reserves the right to immediately pursue the balance of the payments owed. Ex. 7 at PRIME-000033.

34. Currently, after completing a year of driving for Prime, Prime forgives the repayment obligation (including interest) of its PSD drivers. *See* Ex. 11, Training Program Contract. During earlier time periods, including when Oliveira went through the program, Prime forgave half of the tuition after 6 months and the remaining half after a year. Ex. 1, 30b6 Dep. at 110:3–110:20; Ex. 11 at ¶ 2(A).

35. The amount of “tuition” or “program fees” that Prime allegedly “finances” is the same for all drivers going through the program at a given point in time, ranging from \$3,500 in 2013 to \$4,375 in the present. *Id.* at 102:6–102:9. Prime does not pay any amounts to third-party CDL schools; the program fees are identified in the most recent contracts as being “inclusive of room and board provided at 2610 N Glenstone Ave, Springfield, MO (65803) a New Prime Inc. owned facility, meals, travel, administrative, and associated processing costs incurred by PRIME during the program orientation and onboarding processes.” Ex. 11, Training Program Contract.

36. During the PSD over-the-road instruction phase of training, PSD drivers may be placed with more experienced drivers in three of Prime’s four divisions (all except for intermodal). Ex. 1, 30b6 Dep. at 53:2–53:19.

37. PSD drivers may be placed either with company drivers or with IC drivers during the PSD instruction phase. *Id.* at 56:18–57:1.

38. Approximately two-thirds up to 75 percent of Prime's drivers at any given time have gone through PSD training program. *Id.* at 70:2–70:15.

III. Orientation

39. All drivers start their employment with Prime by going through an orientation, not just drivers in the PSD program. *Id.* at 73:5–73:20; 87:23–88:20; Ex. 14, Orientation and Onboarding Schedule. For all drivers, this initial orientation was unpaid until September 2018, when Prime started paying A seat, B seat, and C seat drivers \$70 per day during their initial orientation.

40. Prime has maintained a similar schedule for orientation over the years, although PSD orientation has been extended from 4 days to 5 days. *Id.* at 96:6–96:14; *see also* Ex. 14, Orientation and Onboarding Schedule and Ex. 15, PSD Orientation Schedule.

41. For all drivers new to Prime—whether A, B, C, or D seat—orientation starts with a session where drivers go over their files and fill out Prime paperwork. *See* Ex. 14 and Ex. 15. During this session, D seat drivers complete the PSD-specific paperwork described in paragraphs 32 and 47. Ex. 1, 30b6 Dep. at 101:7–102:5.

42. The remainder of the first day of orientation is the same for all drivers new to Prime, which consists of completing a physical examination, taking a drug test, and completing computer-based training. Ex. 14.

43. On the second day of orientation, PSD drivers without a CDL learner's permit take the learner's permit test; some obtain their CDL learner's permit the same day; and some re-take the test on subsequent days of orientation. Ex. 15; Ex. 1, 30b6 Dep. at 93:17–96:14.

44. On the third day of orientation, all drivers currently take a class covering health insurance and other benefits that are available through Prime. *Id.* at 97:15–97:23; Ex. 14. Drivers also take a class on security that covers “[s]ecurity on the road, security in our buildings, expectation that you’ll wear your badge when you’re in the buildings. Just general security.” *Id.* at 97:24–98:3; Ex. 14.

45. On the fourth day of orientation, among other activities, all PSD drivers gather to receive their Prime IDs. *Id.* at 98:17–98:17; Ex. 14 and Ex. 15.

46. During orientation, Prime previously taught a form of defensive driving called the Smith System. *Id.* at 97:1–97:8. Prime has now developed its own system called “Prime Safety Certified,” which it teaches during training. *Id.*

47. On the first day of orientation, all PSD drivers sign a document titled “Affirmation of Legal Right to Work in the United States.” *Id.* at 117:3–117:24; Ex. 16, Affirmation. The reason that they must sign the form is that “assuming they go to the next phase, which is our expectation, and nearly everyone does that,” they will be put on Prime’s payroll during the TNT phase of training. Ex. 1, 30b6 Dep. at 116:25–117:25, 118:8–118:18.

48. Approximately 85 percent of PSD drivers who start orientation also complete orientation. *Id.* at 93:1–93:5.

49. Approximately 90 percent of A, B, and C seat drivers who start orientation complete orientation and go on to drive for Prime either as company drivers or IC drivers. *Id.* at 92:12–92:25.

IV. Over-the-Road Instruction for PSD Drivers

50. During the over-the-road phase of PSD training, PSD student drivers are assigned an instructor driver. *Id.* at 99:15–99:18.

51. During the over-the-road phase of PSD training, the student drivers are transporting freight for Prime customers, but Prime dispatches these trucks with less time-sensitive freight. *Id.* at 131:2–132:7.

52. The specific duration of this portion of training is determined by the PSD driver's learning speed, the ability of Prime to get that individual on a truck back to Springfield, testing schedules, and holidays. *Id.* at 77:6–77:20.

53. At the end of this phase of training, PSD drivers return to Springfield, where they take the CDL exam. *Id.* at 78:3–78:19. Within the past two years, Prime has added Salt Lake City, Utah and Pittston, Pennsylvania as locations for PSD orientation and testing. *Id.* at 78:10–79:8.

54. Upon receipt of their CDL, student drivers complete a Form W-4 and are considered to be “hired” by Prime. *Id.* at 136:2–136:22.

55. At this point in the PSD training program, drivers are assigned to their TNT trainer. *Id.* at 134:2–134:6, 137:8–138:22.

A. Over-the-Road TNT Training

56. During the TNT phase of training, individuals drive in teams with a more experienced driver, who is considered the trainer. Ex. 6, Invitation to Orientation (Oliveira); Ex. 1, 30b6 Dep. at 137:8–137:18.

57. Any newly recruited driver who is designated a B seat or a C seat driver will go through a 4- to 5-day unpaid orientation and then Prime’s TNT team-driving training (joining D seat drivers who have obtained their CDLs through the PSD program). *Id.* at 137:8–137:18, 140:7–140:24, Ex. 12, Invitation to Orientation (Munt); Ex. 14, Orientation and Onboarding Schedule. Since the spring of 2019, Prime has started paying B and C seat drivers \$70 per day for their initial orientation.

58. During the TNT portion of the training, the trainee-driver is put on Prime’s payroll and paid by the mile with a guarantee per week (before wage deductions). Ex. 13, Invitation to Orientation (Tune); *id.* at 86:7–86:16.

59. During the TNT portion of the training, all students are considered to be company drivers, even those who go on to become IC drivers after completing the entire training program. *Id.* at 86:17–87:5.

60. Prime varies the number of miles that are required during the TNT training phase of the program depending on Prime’s business needs. *Id.* at 75:2–75:22 (“It’s primarily supply and demand in that we have to be very aware of how the company grows. And as we slow growth, we extend that training program. We extend the time that the driver is a second seat running as a team.”).

61. Drivers are paid a fixed amount per mile—in 2013 it was 14 cents per mile—subject to a minimum guarantee. In 2014, for example, the guarantee was \$700 per month. Ex. 13, Invitation to Orientation (D seat) at PRIME 010967.

62. During the TNT phase of training as a company driver, if drivers do not hit their guarantee for the week, they are paid an additional amount by Prime to bring them up to that guarantee. If Prime needs to pay additional wages to meet the guarantee, this amount is not deducted from future payroll statements. Ex. 1, 30b6 Dep. at 138:13–138:19.

63. During each pay period of the TNT phase, drivers repay Prime’s advances made during the initial over-the-road instruction phase of PSD training in the amount of \$25 per week through automatic deductions. *Id.* at 226:4–226:22. Prime also deducts the cost of an ID card required by the Transportation Security Administration (the Transportation Worker Identification Credential or “TWIC” card). *See* Ex. 26, Tune Payroll Recap. Drivers also pay \$1 wire charges for cash advances. *See, e.g., id.*

V. Upgrade Orientation

64. After a TNT driver has completed the required number of miles, and once the fleet manager, trainer, and driver determine that “there haven’t been issues,” then the student driver returns to a Prime terminal to go through an upgrade orientation. *Id.* at 138:20–139:4.

65. During upgrade orientation, drivers who have successfully completed TNT training (i.e. drivers who start as B, C, or D seat drivers) “upgrade” to an A seat designation. *Id.* at 140:7–140:10.

66. Since 2015, Prime has paid drivers who recently completed TNT training their weekly guarantee during upgrade orientation, in addition to room and board. Previously, it was unpaid. Since September 2018, Prime has paid A seat drivers \$70 per day for this orientation, which is the only orientation they attend. *Id.* at 89:14–90:15.

67. Prime utilizes a fixed schedule for its upgrade orientation. *Id.* at 139:14–139:16.

68. At this point in the training, drivers choose whether they want to be company drivers or IC drivers, and they attend specialized classes tailored to each driver type. *Id.* at 139:5–139:13.

69. For IC drivers, the “leasing department” of Prime, i.e. Success Leasing, conducts a “Leasing class” during the upgrade orientation. *Id.* at 145:5–146:4; Ex. 14, Orientation and Onboarding Schedule at PRIME-024816.

70. During the “Leasing class” for drivers upgrading to become A seat IC drivers, student drivers are given a document called “The Deal [YEAR],” which describes the “Success Leasing Program.” Ex. 1, 30b6 Dep. at 145:5–145:15. A copy of the version titled “The Deal 2013” is attached as Exhibit 5. One version of this document is in use at any given point in time; the document is updated over time. Ex. 1, 30b6 Dep. at 150:4–150:15.

71. Prime informs drivers that becoming an IC driver “offers the opportunity to no longer have earnings restricted by a ‘per mile basis.’ Lease operators are paid what they truly earn.” Ex. 5, The Deal 2013 at 2.

72. Prime touts its IC driving program as follows: “As a Prime independent contractor, you’ll be paid a percentage of every freight bill. That means you’ll enjoy more

revenue and not have your earnings limited by cents per mile or company longevity.” Ex. 17, Prime Website.

VI. Driving as Company Driver

73. Company drivers are supervised by their fleet managers. Ex. 1, 30b6 Dep. at 46:25–47:10.

74. Company drivers are paid by the mile, with different rates depending on whether they are driving in a team or driving solo. Prime takes automatic deductions from the wages of company drivers for items such as tire chains, a Prime headquarters mailbox, use of Prime’s fuel card, and wire charges for cash advances on wages. *See, e.g.*, Ex. 37, Small Company Driver Payroll Recap (TIRE CHAINS CH, MAIL BOX CHG, FUEL CARD CHAR, WAGE ADVANCE).

75. Company drivers accumulate approximately one day of home time for each seven days on the road. *Id.* at 144:16–144:19.

76. Prime can pull hours of service data for every driver (whether company driver or IC driver), either directly from its Omnitrac system or from its electronic archives. *Id.* at 214:16–215:20, 219:23–220:1. Hours of service logs are required by the Department of Transportation to ensure compliance with limits placed on the number of hours drivers can drive without taking a break. Hours are categorized as driving time, on-duty time, sleeper berth time, and off-duty time. *See* Federal Motor Carrier Safety Administration, Interstate Truck Driver’s Guide to Hours of Service, 21 (Oct. 2016), available at

<https://www.fmcsa.dot.gov/regulations/hours-service/interstate-truck-drivers-guide-hours-service>.

77. Prime can pull payroll records for every driver. *Id.* at 221:1–221:12.

78. Payroll cutoff is at 4 pm on Tuesday. Any bills submitted to Prime by company drivers prior to that cutoff would be on that Friday’s payroll statement.

79. If an IC driver chooses to switch to become a company driver, the driver enters into a Deficit Balance Deduction Agreement with Prime authorizing Prime to deduct a fixed amount per week from the driver’s pay as a company driver. The form also authorizes Prime to “take any remaining balance from my final paycheck less minimum wages.” Ex. 18, Deficit Balance Deduction Agreement (Oliveira).

80. In practice, however, Prime does not ensure that company drivers are paid at least the minimum wage in their final paycheck, as demonstrated by ¶ 146, *infra*.

VII. Driving While Leasing as an IC Driver

81. Most IC drivers (90 percent) lease a truck from Success Leasing, and then Prime leases the truck from the IC driver. Ex. 1, 30b6 Dep. at 146:14–146:20.

82. IC drivers cannot lease a truck from Success Leasing without going through the Leasing class at Prime’s orientation. *Id.* at 176:11–176:16.

83. IC drivers all enter into a standardized “Independent Contractor Operating Agreement” with Prime, which is uniform for all IC drivers leasing from Success Leasing at a given point in time. *Id.* at 177:2–178:1.

84. The IC Operating Agreements states that “Prime is a for-hire motor carrier and utilizes independent contractors to assist in its business.” Ex. 19, IC Operating Agreement at 1.

85. The IC Operating Agreement stipulates that the driver must “remove all identification devices, licenses and base plates of the equipment and return to Prime” if the driver wishes to work for another carrier, as well as that the driver must provide Prime five business days’ notice.” Ex. 19, IC Operating Agreement at ¶ 2. Prime’s 30(b)6 witness testified it is just not “practical to – when you’re leased on to one carrier to haul for another carrier simultaneously.” Ex. 1, 30b6 Dep. at 178:6–179:22.

86. IC drivers also sign Lease Agreements with Success Leasing, which state that “[y]ou may not move the tractor from one carrier to another until and unless you are current on your lease payments to Success and do not otherwise owe Success any money under the term of this lease.” Ex. 20, Lease Agreement at ¶ 7. This means that a hypothetical driver who decides to terminate the IC Operating Agreement with Prime and use the leased truck to work for a different carrier would need to pay back the amount of the first lease payment, and any other amounts owed to Prime, before moving to another carrier with the truck. See Ex. 1, 30b6 Dep. at 208:20–210:15.

87. The IC Operating Agreement requires drivers to have a Qualcomm unit that will “work in conjunction with Prime’s Qualcomm system.” Ex. 19 at ¶ 4; Ex. 1, 30b6 Dep. at 181:8–182:8. Qualcomm units are leased to drivers along with their trucks through Success Leasing. *Id.* at 182:9–182:14.

88. Prime/Success Leasing require IC drivers to follow established maintenance procedures and require IC drivers to “provide invoices and other similar proof of maintenance expenditures,” as well as periodic inspections at Prime terminals. “If the equipment has not been maintained as specified, Success Leasing retains the right to take control of the equipment, do the required maintenance, invoice the operator, then return the equipment to the operator.” Ex. 5, *The Deal 2013* at 3.

89. Prime’s tractors are required by the FMCSA to display Prime’s decals because the IC driver is driving under Prime’s operating authority. Ex. 1, 30b6 Dep. at 148:20–148:14.

90. The trucks that Success Leasing leases to Prime’s IC drivers all have prominent decals identifying the trucks as Prime on their “cone” above the windshield and on both doors. *Id.* at 148:15–148:18.

91. IC drivers who wish to add decals to their truck or make “extreme modifications” to the tractor must obtain approval from Success Leasing in writing. *Id.* at 147:11–147:19; Ex. 20, Lease Agreement at ¶ 10.

92. All Prime drivers, whether company or IC, sign a “Carrier Associate Agreement,” in which they agree to the following language:

Before allowing any passenger on my unit, I will obtain a valid passenger permit for each passenger from my driver manager. I understand that at no time and under no circumstance will I be allowed to carry an unauthorized passenger on my unit. I further understand that if I do carry an unauthorized passenger on my unit, or violate the terms of the passenger permit, I will be immediately disqualified as a driver.

Ex. 21, Carrier/Associate Agreement.

93. If an IC driver wishes to have a co-driver, as with a husband/wife team, the co-driver “must first be certified by Prime.” Ex. 19, IC Operating Agreement at ¶ 10(a); Ex. 1, 30b6 Dep. at 183:17–184:5.

94. The co-driver is designated the employee of the IC driver, because it is simpler to have one person form the LLC and be the lease-holder and the other driver considered an employee of that IC driver. Ex. 1, 30b6 Dep. at 184:6–184:16. This is true of husband/wife teams as well as teams that meet as a training team— “[a] lot of times it started out as a training truck, and the two drivers kind of clicked together. That driver now – the second seat is upgraded to A seat, but they’re running good as a team, they’re making good revenue, they’re both happy, they’re decide to stay as a team. We have that happen quite frequently. Q. So in order to stay as a team, one has to be considered as an employee of the other driver? A. That is correct.” *Id.* at 185:3–185:21.

95. Prime maintains a Driver Incident System, from which it can pull “driver incidents” for any particular driver, for any particular time frame. Ex. 1, 30b6 Dep. at 267:16–268:11.

96. When an IC driver fails to send a “MAC25” message for high value loads “every time they stop the truck, for how long, and why they’re stopped,” that failure is recorded as a driver incident. *Id.* at 270:1–270:12.

97. Whenever an IC driver answers “no to load commitment,” i.e., chooses not to accept a load that is offered to the driver by their fleet manager, it is recorded as an incident in

the Driver Incident System. *Id.* at 270:18–271:7 (but “[t]here’s no adverse action taken against the driver”).

98. Prime disciplined Mr. Oliveira (while he was driving as an IC driver) for improperly recording on-duty driving time as off-duty driving (personal conveyance) by suspending his ability to record any time as off-duty driving time. *Id.* at 269:2–269:25.

99. Prime controls the primary levers that determine IC driver earnings, including (1) the amount Prime charges to its customers and (2) Prime’s “ability to collect additional charges from customers when drivers are delayed or they encounter a significant or any charge that should be part of moving the freight. When you aggressively do that, that increases the earnings of the drivers also.” Ex. 1, 30b6 Dep. at 67:3–68:6.

100. Prime has sole discretion in its negotiations with its shipping customers to determine the line-haul rates, a fixed percentage of which is shared with the IC driver. *Id.* at 195:16–199:24.

101. Prime/Success Leasing require IC drivers to pay a fixed “Lease rental mileage fee,” which is a fixed charge per mile determined unilaterally by Prime/Success Leasing. *See* Ex. 20, Schedule A. In other words, the more miles the IC driver runs, the more the driver pays for the lease of the tractor in that week. Ex. 1, 30b6 Dep. at 254:6–254:15.

102. Prime/Success Leasing charges IC drivers an “Excess Mile Charge,” using rates set by Prime/Success Leasing. The 30b6 deponent explained the charge as follows:

When Success Leasing acquires the tractors, part of our purchase is what the tractor will be sold for when the lease is completed, just as if you ran – or lease a car out of town, there’s an expectation of what the mileage is going to be. If it exceeds that mileage, there is a charge put on top of that, excess mileage charge.

Id. at 154:6–154:15. IC drivers who complete their lease are repaid their excess mileage charges.
Id. at 154:16–154:19.

103. The Lease Agreement that IC drivers sign states that if IC drivers purchase “tires, repair parts or maintenance services” from vendors with whom Success Leasing has received volume discounts or rebates, “[y]ou agree that any discount or rebate may be retained in whole or in part by Success . . .” Ex. 30, Lease Agreement at ¶ 12.

104. Prime informs drivers that if they can do 2,700 miles per week as a solo driver, they can generate earnings (revenue after expenses), of 46 cents per mile or \$65,387 per year. The biggest factor, however, in a driver’s ability to run 2,700 miles per week is the nature loads that Prime makes available to the IC driver, and the amount of downtime between loads. Ex. 1, 30b6 Dep. at 167:4–167:20.

105. IC drivers can become instructor drivers for the over-the-road phase of PSD training upon vetting by Prime, based on their tenure, safety record, demeanor, and their fleet manager’s evaluation of them. Ex. 1, 30b6 Dep. at 126:10–126:19.

106. IC drivers can also become trainers for the TNT program. *See* Ex. 17, Prime Website at OLIVEIRA 00000021.

VIII. Prime Deducts its Business Expenses From the Pay of IC Drivers.

107. Prime continues to deduct \$25 per week from the earnings of IC drivers to repay the advances for meals that Prime made during their PSD over-the-road instruction. *See, e.g.*, Ex. 27, Oliveira Settlement Statements (BAL TRAINING SCHOOL); Ex. 31, Kim Settlement

Statements (TRAINING SCHOOL BALANCE); Ex. 35, Ferro Settlement Statements (TRAINING SCHOOL).

108. IC drivers are responsible for all of the variable expenses of trucking, including fuel and oil, fuel and road taxes, agents' fees, miscellaneous fees and tolls, maintenance, and tires. *See* Ex. 19, IC Operating Agreement at ¶ 8; Ex. 5, *The Deal 2013*, at PRIME-002989. These expenses are automatically deducted by Prime from IC drivers' earnings in a weekly settlement process, which is documented in a settlement statement itemizing revenue, reimbursements, deductions, and net earnings. *See, e.g.*, ¶ 139, *infra*; Ex. 27, Oliveira Settlement Statements.

109. This means that in situations where a particular load generates too little revenue per mile, the IC driver—who still needs to cover fuel costs, the lease payment, etc.—bears the brunt of that pricing decision by Prime. *See* Ex. 1, 30b6 Dep. at 243:12–246:9.

110. IC drivers are also responsible for all of the fixed expenses of trucking, including tractor lease payments, tractor insurance, occupational hazard insurance, bobtail/deadhead insurance, licenses, and permits. These items as well are automatically deducted from drivers' earnings by Prime. *See* Ex. 19, IC Operating Agreement ¶ 11, 16; Ex. 5, *The Deal 2013*, at PRIME-002991–93; *see also* ¶ 139, *infra*.

111. IC drivers continue to owe Prime for their fixed expenses each week, regardless of whether they have been offered loads or whether they have been generating revenue. Among other things, this means that IC drivers will have a negative balance for any weeks in which they take home leave. IC drivers repay the negative balance, as well as interest, when Prime deducts

the balance from future settlements or from their emergency fund. Ex. 19, IC Operating Agreement at ¶ 8, 18, 19; Ex. 1, 30b6 Dep. at 190:13–193:9.

112. IC drivers are responsible for “furnish[ing] Your own tools and equipment necessary for Your operations including, but not limited to, a pulp thermometer, two load locks, a trailer security lock approved by Prime, wrenches sufficient to adjust tractor and trailer brake assemblies, fire extinguisher, flashlight, and a minimum of three reflective/warning highway triangles.” Ex. 19, IC Operating Agreement, Schedule 1 at ¶ 4. Prime offers these items to IC drivers for purchase at a “small markup to cover the cost of managing the program, but it’s not designed to be - - to turn a profit.” Ex. 1, 30b6 Dep. at 202:4–202:15. If the IC driver purchases them from Prime, the purchases are itemized in the weekly settlement. *See, e.g.*, Ex. 29, Small Settlement Statements at PRIME-036950.

113. Prime offers repair services to its IC drivers at the fixed rate of \$75 per hour, which is set by Prime’s maintenance department and deducted from drivers’ earnings. *Id.* at 170:4–171:17.

114. Prime deducts the cost of IC drivers’ TWIC card, which allows the driver to deliver freight on “military bases, ports and certain other government facilities,” from drivers’ earnings. *Id.* at 250:21–250:25.

115. IC drivers make weekly lease payments to Success Leasing, which are automatically deducted by Prime from drivers’ earnings. *See, e.g.*, Ex. 27, Oliveira Settlement Statement at PRIME-035304 (TRUCK PAYMENT, \$756). The amount of the weekly lease payment is determined unilaterally by Prime/Success Leasing based on the amount of time

remaining on the tractor's lease. Lease payments during the first year of the lease are greater than the second year, which are greater than the third year. *See id.* at 203:3–203:24.

116. According to Prime's 30(b)6 witness, the lease payments are structured to avoid initial cash flow issues. Ex. 1, 30b6 Dep. at 209:7–210:14. The result of this payment structure is that at the time the lease is terminated or completed, the IC driver "still will owe one week[]"s worth of fixed expenses." Ex. 5, *The Deal 2013* at PRIME-002992.

117. Prime/Success Leasing "advance" the cost of repairs for the engine, transmission, rear axle, and radiator (those that are not covered by manufactures warranty). "If you do not complete your lease, all monies advanced for repairs shall be subject to the terms of the contract." *Id.*

118. Prime/Success Leasing deduct from IC drivers' earnings a fixed charge per mile for a tire fund to be used when the vehicle's tires need to be replaced. *Id.*; Ex. 1, 30b6 Dep. at 158:25–159:6.

119. Prime/Success Leasing deduct from IC drivers' earnings a \$1 administrative fee per week if they choose to use a Prime Fuel Card to pay for fuel. *See* Ex. 19, IC Operating Agreement, Schedule 3. It is "optional" for IC drivers to use this card, but the card provides IC drivers with a "discount" on fuel and is one of the few ways to minimize fuel expenses. Ex. 1, 30b6 Dep. at 153:2–153:13; 163:4–163:18; 204:4–204:19.

120. Prime/Success Leasing deducts from IC drivers' earnings \$15 per week to receive Operating Statements from Prime/Success Leasing, although this is an optional service. *See* Ex. 19, IC Operating Agreement, Schedule 3; Ex. 1, 30b6 Dep. at 153:14-153:23.

121. Prime/Success Leasing require IC drivers to pay a “Performance Bond,” which is funded through deductions from compensation of \$20 per week. The amount of the Performance Bond was \$1,000 in 2013 and has now increased to \$1,500. *Id.* at 182:15–182:18; Ex. 19, IC Operating Agreement ¶ 7. Although the Performance Bond will be returned after termination of the contract, Prime’s operating agreements allow it to deduct any amounts owed to Prime from the Performance bond. *Id.*

122. The amount of the Performance Bond, as well as other provisions of the IC Operating Agreements, are not negotiable. *Id.* at 204:13–204:14. “[C]ertainly, a driver could try to negotiate some of them, but some – for example, you know, whether they’re going to waive the performance bond I don’t know, but for the most part, they’re probably mandatory. . . . We’re willing to negotiate with an operator, particularly one that’s been with us for longer term, that’s proven himself. . . . Q. So the new driver that’s just finished the driver training program, you probably wouldn’t want to waive the performance bond, would you? A. Probably not. He could ask, but most likely no.” *Id.* at 205:1–205:22.

123. Prime/Success Leasing require IC drivers to purchase tractor insurance with a deductible of no more than \$1,000, the payment of which is automatically deducted from IC drivers’ earnings. *Id.* at 160:17–161:6.

124. Prime/Success Leasing “highly recommend” that IC drivers obtain a CPA, Ex. 5, *The Deal 2013* at 3, and have Abacus CPAs, which has an office inside Prime’s headquarters in Springfield, Missouri, *see* ¶ 21, conduct a class on tax preparation with new lease drivers during

A seat orientation, *see* Ex. 14, Orientation and Onboarding Schedule at PRIME-024816 (Monday classes).

125. Prime/Success Leasing also “highly recommend the formation of a limited liability company to separate and allocate risks and personal assets.” Ex. 5, *The Deal 2013* at 3.

126. IC drivers pay Abacus CPAs for serving as their registered agent for purposes of organizing their LLCs—through automatic deductions on their settlements. Ex. 1, 30b6 Dep. at 247:17–248:12. The fees are set by Abacus CPAs and are the same for all drivers who “choose” to use their services, subject to the options set forth in Abacus CPAs’ engagement letter. Ex. 22, LLC Engagement Letter; Ex. 1, 30b6 Dep. at 174:1–174:12. Mr. Oliveira was charged \$280 by Abacus CPAs for filing LLC formation paperwork, which was paid through \$35/week deductions from his settlements. *Id.*

127. IC drivers pay Abacus CPAs for accounting services through automatic deductions of \$6.75 per week. Ex. 1, 30b6 Dep. at 247:17–248:12; Ex. 5, *The Deal 2013* at PRIME-002988. These fees are set by Abacus CPAs and are the same for all drivers, subject to the options set forth in the Abacus CPAs fee schedule. *Id.* at 172:17–173:8.

128. Prime imposes a \$1 wire charge on drivers who request that an advance on their earnings be transferred to their payroll cards. *See, e.g.*, Ex. 32, Munt Settlement Statements at PRIME-034116 (demonstrating \$1 charge for \$40 advance on April 13, 2014).

IX. Independent Contractor Revenue is Determined by Prime

129. IC drivers are paid a fixed percentage of Prime’s line-haul revenue. *See* Ex. 19, IC Operating Agreement, Schedule 1, at ¶1.

130. IC drivers may experience unpaid layovers, i.e. periods when the driver is available for dispatch and no loads are available, of up to 24 hours. During the next 24-hour period, excluding weekends and holidays, teams receive \$240 while solo drivers receive \$175. Ex. 5, *The Deal 2013* at PRIME-002998; Ex. 1, 30b6 Dep. at 166:1–166:10.

131. IC drivers do not receive compensation for “deadhead” driving, which refers to “the empty miles between loads.” For example, “[y]ou take a load from Denver to Kansas City. Everybody’s paid for that. The driver’s next load picks up in Joplin. The company driver is paid to drive to Joplin. The independent contractor is not paid for that . . . [but] the dead-head is on the independent contractor.” Ex. 1, 30b6 Dep. at 143:16–144:2.

132. After two years of leasing a truck, an IC driver is allowed to have one week’s lease payment forgiven per year. After four years of leasing, IC drivers get two weeks’ lease payments forgiven per year. Ex. 5, *The Deal 2013* at PRIME-002999; Ex. 1, 30b6 Dep. at 193:10–195:3.

X. Examples of Mileage-Based Minimum Wage Violations

A. Company Drivers (TNT Training)

133. In the pay period ending May 3, 2013, when Named Plaintiff Dominic Oliveira was still in the TNT phase of training, he received compensation for 8 days of work, covering 5,314 loaded miles. *See* Ex. 24, Oliveira Payroll Recap at PRIME-000558. He received \$466.36 in wages for that time period (“Total Gross Pay”) and \$25 was deducted for advances made by Prime for meals during his PSD over-the-road instruction (“School Meal/Lo”). *Id.* Although

Plaintiffs do not have Mr. Oliveira's hours of service logs for that pay period, Mr. Oliveira would have received an hourly wage of just \$6.30 per hour if his compensable working time consisted solely of driving time (he is allowed to drive up to 11 hours per day with a maximum of 70 hours in any eight-day period by the DOT regulations). This is less than the minimum wage under both the FLSA and the MMWL. His actual hourly rate must have been lower than that, taking into account on-duty time and sleeper/off-duty time in excess of eight hours.

134. Opt-in Plaintiff Carlos Ferro experienced minimum wage violations as follows:

Week ending	Total Miles (Loaded +empty)	Driving	OnDuty	Sleeper	OffDuty	Total (excluding 8 hours sleeper berth/day)	Gross Pay	Hourly Rate
8/12/15	4,805	53.36	4.27	84.53	34.58	128.73	\$525	\$4.08
9/23/15	2,592	24.48	4.22	53.87	3.43	54	\$300	\$5.56
0/30/15	2,539	21.9	18.78	28.9	5.25	58.83	\$300	\$5.10

See Ex. 25, Ferro Payroll Recap.^{1,2,3} The hourly rates presented in this chart were calculated before subtracting off the \$25 deduction for the PSD phase meal advances made by Prime in each pay period. Factoring in those deductions, Mr. Ferro's hourly rate in each pay period was even lower than presented.

B. IC settlement statements with negative balances

135. For IC drivers, payroll cutoff is Tuesday at 4:00 pm, which means that a “you may have a load that delivered right after cutoff, maybe on Wednesday,” which is “a challenge for operators.” Ex. 1, 30b6 Dep. at 257:16–258:1; 265:4–265:6.

136. Drivers frequently tell their fleet manager via Qualcomm, “I need a load for payroll,” which means they “want that revenue this week.” See *id.* at 258:2–258:19.

¹ In the pay period ending August 12, 2015, Mr. Ferro received compensation for two loads. The first was dispatched on August 3, 2015 and was dropped off on August 6, 2015 (1,654 loaded and empty miles). The second was dispatched on August 6, 2015 and dropped off on August 10, 2015 (3,151 loaded and empty miles). Ex. 25, Ferro Payroll Recap at PRIME-027958. I used the hours of service logs produced by Prime during discovery (PRIME-003388) to determine the hours listed in the chart in paragraph 134 for each load. I used the information from the payroll recap to identify the start of the first load as August 3, 2015 at 2:55 am and the end of the second load as August 10, 2015 at 12:52 am. I removed the duplicate entries for each time interval, retaining those identified as “Correction,” and then converted the minutes to hours by dividing by 60. I then used Excel's “SUMIF” function to add the total hours for each category of time (Driving, OnDuty, Sleeper, OffDuty).

² In the pay period ending September 23, 2015, Mr. Ferro received compensation for one load, which was dispatched on September 18, 2015 and dropped off on September 22, 2015 (2,592 loaded and empty miles). See Ex. 25, Ferro Payroll Recap at PRIME-027964. Using the same methodology described in footnote 1, I identified the start of the load as September 18, 2015 at 8 pm and the drop-off of the load as September 22, 2015 at 6:57 am.

³ During Mr. Ferro's last pay period as a TNT trainee, he drove two loads—one dispatched September 22, 2015 with a drop-off date of September 24, 2015 (1,401 loaded and empty miles) and one dispatched September 24, 2015, during which trip he returned to Springfield, Missouri on September 25, 2015. See Ex. 25, Ferro Payroll Recap at PRIME-027965. Using the same methodology as described in footnote 1, I identified the start time of the load as September 22, 2015 at 9:38 pm and the drop-off time as September 25, 2015 at 6:26 am.

137. IC drivers frequently receive compensation at less than the minimum wage, as demonstrated by paragraphs ¶¶138–41, *infra*.

138. Mr. Oliveira worked weeks during which his settlement statements show a negative balance, despite him having driven loads during that pay period. *Id.* at 256:18–257:1.

For example:

Week ending date	Loaded miles	Total revenue	Total Reimburs-ments	Total deductions	Excess Miles Charge	Balance Forward/ Interest	Gross amount due Oliveira
6/12/2013	1,323	\$1,994.78	-	(\$2,263.80)	(\$27.46)	-	(\$296.48)
7/17/2013	1,456	\$2,732.35	\$176.60	(\$3,266.20)	(\$30.34)	(\$696.47)	(\$1,084.06)
8/14/2013		\$3,433.91	\$79.62	(\$3,496.87)	(\$44.14)	\$0.03	(\$27.45)
9/5/2013	1,081	\$1,961.40	\$27.00	(\$2,688.41)	(\$26.12)	\$0.03	(\$726.10)
1/29/2014	1,262	\$2,215.46	\$325.49	(\$3,253.49)	(\$30.74)	\$0.05	(\$743.23)
7/16/2014	703	\$1,672.50	\$506.39	(\$2,245.33)	\$76.27	\$0.06	\$9.89
7/30/2014	1,568	\$2,779.22	\$755.29	(\$3,844.73)	(\$13.77)	\$0.05	(\$323.94)
8/27/2014	998	\$2,162.76	\$57.84	(\$2,305.83)	(\$1.66)	\$0.07	(\$86.82)

See Ex. 27, Oliveira Settlement Statements.

139. The deductions taken from Mr. Oliveira’s earnings in the pay period ending June 12, 2013 include the following:

- a. APU Rental Payment (APU RENTAL PYMT), \$60
- b. Accounting services (ACCOUNTING SERV) – LLC Filing, \$35
- c. Accounting services (ACCOUNTING SERV), \$19.69
- d. Tolls (EZ FAST LN TOLL), \$24.25

- e. Fuel card charge (FUEL CARD CHARGE), \$1.00
- f. Truck stop charge for scanning bills of lading (IMAGE TRIPS), \$5.00
- g. Federal highway tax (FED HWY TX), \$9.12
- h. License permits (LICENSE/PERMITS), \$32.10
- i. Truck lease payment (TRUCK PAYMENT), \$756.00
- j. Administrative fee for provision of operating statements (OPER STMT COST), \$12.90
- k. Insurance (OWNER OCCUP ACC), \$55.73
- l. Performance bond (P/B ADJUSTMENT), \$20
- m. Repayment of advances for meals during PSD over-the-road training (BAL TRAINING SCHOOL), \$25
- n. Transportation Worker Identification Credential (TWIC CARD), \$64.87
- o. Charge for two load locks (CMNY DRV PARTS), \$42.73
- p. Fuel (REEFER FUEL) – Fuel Discount (REEF FUEL DSCNT)
- q. Fuel Tax (FUEL TAX CHARGES)
- r. Tractor Fuel (TRACTOR FUEL) – Fuel Discount (TRAC FUEL DSCNT)
- s. Mileage charge (MILEAGE CHARGE), \$61.79
- t. Excess mile charge (EXCESS MILE/TIRE AMOUNT), \$27.46

See Ex. 27, at PRIME-035304.

140. For the weeks in which the gross amount due to Oliveira was in the negative, he had no earnings and the negative balance was carried over to his next pay period. In the weeks ending July 13 and September 5, 2013 and January 29 and July 30, 2014, Mr. Oliveira received

cash advances, but the amounts of these advances were less than the negative balance (i.e. Mr. Oliveira's revenue deficit exceeded the amount of his cash advances, usually by hundreds of dollars).

141. The opt-in plaintiffs who worked as IC drivers for Prime also experienced settlement statements with negative balances. For example:

Week ending date	Loaded miles	Total revenue	Total Reimbursements	Total deductions	Excess Miles Charge	Balance Forward/ Interest	Gross amount due
Small							
1/9/13	1,097	\$1,422.00	\$33.71	(\$3,211.32)	(\$26.06)	\$0.06	(\$1,781.61)
May							
7/10/2019	343	\$1,234.87	\$80.01	(\$1,588.13)	(\$3.69)	\$2.17	(\$274.77)
Kim							
1/14/15	752	\$1,640.86	\$485.58	(\$2,179.03)	(\$17.94)	\$0.10	(\$70.43)
Munt							
4/15/15	1,128	\$2,039.65	\$44.06	(\$2,780.33)	(\$29.70)	\$0.01	(\$726.31)
Ruble							
6/14/2017	524	\$1,227.15	\$1,619.93	(\$3,052.03)	(\$19.80)	\$0.63	(\$224.12)
Tune							
11/25/15	1,361	\$1,953.94	\$150.00	(\$3,020.86)	(\$40.55)	(\$0.32)	(\$957.15)
Ferro							
2/3/16	458	\$1,061.54	-	(\$1,597.04)	(\$12.37)	(\$0.22)	(\$547.65)

Exhibits 29–35, Opt-in Plaintiffs' Settlement Statements.

142. The deductions taken from the earnings of the opt-in plaintiffs in ¶ 141 include, among many other deductions: a \$25 deduction for the PSD meals advance (Kim, Ferro); a \$2.82 deducted for Qualcomm text messaging (Munt); a \$2 deduction for Qualcomm Navigo (Munt, Tune, Ferro); a \$1 wire charges for cash advances (Munt, Tune); a \$1 charge for Prime’s fuel card (Ferro); and a \$1.75 for a mailbox and mailbox key at Prime’s headquarters (Tune), among others. Exhibits 29–35, Opt-in Plaintiffs’ Settlement Statements.

C. Final Paychecks and Collections Efforts

143. The last week that Mr. Ferro drove for Prime as an IC driver, he generated revenue for 1,409 loaded miles. He received no pay, however, because Prime deducted a portion of the balance of his PSD “tuition” in the amount of \$963 from his compensation. His settlement statement reflects a final debt to Prime of \$1,567.01. Ex. 35, Ferro Settlement Statements at PRIME-030712–15.

144. The last week that Mr. Small drove for Prime as an IC driver, he generated revenue for 478 loaded miles. After deductions, his earnings were negative, resulting in a negative balance of \$1,016.84. He received no pay. Ex. 29, Small Settlement Statements at PRIME-037215–17.

145. Mr. Oliveira transferred from driving as an IC driver to driving as a company driver around October 20, 2014. *See* Ex. 28, Oliveira 2014 Payroll at PRIME-000551.

146. Mr. Oliveira received no compensation for his last week of work for Prime as a company driver, despite having completed three two-day loads (1102 loaded miles), because \$500 of his “Operator Balance Transfer” was deducted from his wages. *Id.* at PRIME-000545.

147. Prime's collections department uses standard form letters to attempt to recover outstanding debt from drivers who owe Prime money upon termination. *See* Ex. 36, Collections letter (PRIME -027858).

Signed under the pains and penalties of perjury, this 13th day of September, 2019.

/s/Rachel Smit

Rachel Smit

EXHIBIT 7**Tuition Payment/Installment Contract**Buyer's Name: Dominic OliveiraBuyer's SS#: [REDACTED]

Buyer's Address:

REDACTED

E-Mail: _____

City/State/Zip:

Buyer's Phone:

REDACTED

hereinafter called Buyer, Debtor, or referred to as You, agrees to buy from New Prime, Inc., d/b/a Prime, Inc., 2740 N. Mayfair, Springfield, Missouri 65803, hereinafter called Seller or Secured Party, and Seller agrees to sell to the Buyer, one full tuition in the Prime, Inc. Driver Training Program. Payment for said services is to be made by Buyer as designated in the table set forth herein designated "ITEMIZATION OF AMOUNT FINANCED". It is understood that Seller intends to sell, assign and transfer its rights under this Contract, in which event all rights and remedies of both Buyer and Seller herein shall survive the transaction, and shall be for the benefit of, and enforceable by and between, the Buyer and the Assignee.

NOTICE TO BUYER

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE SEVENTH BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION WHICH IS 3/5/2013. SEE THE NOTICE OF CANCELLATION ON THE BACK OF THIS CONTRACT.

BUYER AGREES THAT THE ADDITIONAL CONTRACT PARAGRAPHS SET FORTH ON THE BACK HEREOF ARE A PART OF THIS CONTRACT.

Late Charge: If any part of a payment is more than 7 days late, Seller may charge a late charge equal to 5% of the full payment or \$5.00, whichever is less, subject to a \$1.00 minimum charge.

Prepayment: If You pay early, You may be entitled to a refund or part of the finance charge.

PAYMENT SCHEDULE# of Payments: 52Amount of each Payment \$71.68

Payments are due monthly, beginning ____/____/____
(TO CALCULATE FIRST DUE DATE: add 30 days from date of graduation)

ITEMIZATION OF AMOUNT FINANCED

- | | | |
|----|---|------------|
| 1. | Selling Price: | \$3,500 |
| 2. | Cash down payment: | \$0 |
| 3. | Amount Financed (1-2)
(The amount of credit provided to You on Your behalf) | \$3,500.00 |
| 4. | Finance Charge
(The dollar amount the credit will cost You) | \$227.51 |
| 5. | Annual Percentage Rate
(The cost of Your credit as a yearly rate) | \$12.5 |
| 6. | Total of Payments (3+4)
(Installment Balance. The amount You will have paid after You have made all payments as scheduled) | \$3,727.51 |
| 7. | Total Sale Price (1+4)
(The total cost of Your purchase on credit including Your down payment) | \$3,727.51 |

NOTICE TO BUYER: (a) Do not sign this Contract before You read the writing on the reverse side, even if otherwise advised; (b) Do not sign this Contract if it contains blank spaces; (c) You are entitled to an exact copy of any agreement You sign; (d) You have the right at any time to pay in advance the unpaid balance due under this Contract and You may be entitled to a partial refund of the finance charge.

Buyer's signature: [Signature]Date: 3/5/2013**ADDITIONAL TERMS ON REVERSE SIDE**

Prime, Inc.

By: [Signature]

Its: _____

EXHIBIT10 Field

Liz Miller, CCR

7-26-19
Alpha Reporting & Video

White copy: Prime, Inc. / Pink copy: Buyer

CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER

PRIME-000032

EXHIBIT 7*White copy: Prime, Inc. / Pink copy: Buyer***TUITION PAYMENT/INSTALLMENT CONTRACT – ADDITIONAL TERMS & CONDITIONS**

Buyer's (Your) promise to pay and the terms of repayment: To pay Your contract, You promise to pay Seller the Total of Payments shown on the reverse side which includes the Finance Charge indicated. You agree to make payments according to the Payment Schedule shown on the reverse side.

Late charge: If You are more than 7 days late, Seller may charge a late charge equal to 5% of the full payment or \$5.00, whichever is less, subject to a \$1.00 minimum charge.

Order of payment: You agree all payments shall be applied to installments in the order in which they fall due, notwithstanding the date received, except payments shall be deemed applied first to current installments in the determination of delinquency charges.

Default – Entire balance due: If You do not pay a payment on time or if You violate the terms of this Contract, You will be in default. When that happens, you agree that, subject to the default and other provisions of RSMo 408.551 through 408.462, Seller can require You to pay the remaining balance of this Contract, less any unearned Finance Charge, immediately.

Collection costs: If You default and Seller refers this Contract to an attorney for collection, You agree to pay Seller's reasonable attorneys' fees and expenses of not more than 15% of the remaining balance due under this Contract and court costs.

Default – Remedies: If You are in default, Seller can use any of the remedies available to us under the Uniform Commercial Code or any other law.

Return check charge: If a check or other instrument used to make a payment is not honored because of insufficient funds or for any other reason (except an error by us) You agree to pay the cost imposed for processing a refused instrument plus a handling fee of not more than \$15.

Other rights: You agree that Seller's delay or failure to enforce its rights under this Contract does not prevent Seller from enforcing any rights at a later time.

Prepayment of Contract: If You prepay this Contract, Seller will refund any unearned Finance Charge as required by RSMo 408.320.

Retention of Contract: You agree that this Contract may be assigned and reassigned without releasing You hereunder. If Seller sells or transfers this Contract to another person, the new owner will have the same rights and benefits that Seller now has.

State law: This Contract is governed by the laws of Missouri.

The Federal Equal Credit Opportunity Act: The Federal Equal Credit Opportunity Act prohibits creditors from discrimination against credit applicants on the basis of sex or marital status. The Federal agency which administers compliance with this law is the Federal Trade Commission.

Construction: Invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provisions.

Entire Contract: This Contract contains the entire agreement of Seller and Buyer regarding the subject matter herein and no warranties or representations, express or implied, are made by Seller unless endorsed hereon.

ASSIGNMENT

For value received, the undersigned assigns to _____, this Contract with the right of full recourse in the event the Buyer defaults in payment.

New Prime, Inc. d/b/a Prime, Inc.

By: _____ Date: _____
its: _____

NOTICE OF CANCELLATION

You, the Buyer, may cancel this transaction at any time, without penalty or obligation, prior to midnight of the seventh business day after the date of this Contract. If You cancel, any payments made by You under the Contract or sale, and any negotiable instrument executed by You will be returned within ten (10) business days following the receipt by the Seller of Your cancellation notice, and any security interest arising out of the transaction will be cancelled.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram to: Prime, Inc., 2740 N. Mayfair, Springfield, Missouri 65803.

I hereby cancel this transaction no later than midnight of _____ (3rd business day following the date of this order).

Date: _____ Buyer's signature: _____

EXHIBIT 8**PRIME, INC. DRIVER TRAINEE CONTRACT
AND RELEASE OF LIABILITY FOR NEGLIGENCE**

Ver. 1

THIS DRIVER TRAINEE CONTRACT AND RELEASE OF LIABILITY ("Agreement") is made and entered into this 5 day of MARCH, 2013 by and between New Prime, Inc. d/b/a Prime, Inc. ("Prime") and Dominic Ross Oliveira with a Social Security Number of [REDACTED] and with a permanent address of: [REDACTED] ("Trainee").

Trainee understands and agrees to the following terms and conditions of the driver training program:

1. Trainee shall enter Prime's driver training program (the "Program").
2. The Program shall be for 100 hours and shall take place at a location to be determined by Prime. (25 hours credit may be given for on-site instruction and passing the pre-trip inspection prior to on-road training)
3. Trainee is NOT an employee of Prime, its affiliated entities, or the driver to whom Trainee is assigned.
4. Because Trainee is NOT an employee of Prime, its affiliated entities, or the driver to whom Trainee is assigned, Trainee is NOT entitled to receive employment or workers' compensation benefits.
5. Trainee is NOT entitled to receive wages or other monetary compensation for participation in the Program.
6. During the Program, Prime shall advance Trainee two-hundred dollars (\$200.00) per week for food and incidental living expenses which amount Trainee shall repay to Prime at the end of the Program at the rate of twenty-five dollars (\$25.00) per week with no interest due to or collectible by Prime on such advance(s).
7. Trainee is NOT entitled to employment with Prime at the end of the Program.
8. Either Trainee or Prime may terminate Trainee's participation in the Program at any time with or without reason.
9. Trainee acknowledges and understands that sexual harassment will not be tolerated and will be fully investigated. Trainee agrees to immediately report any incidents of sexual harassment to Prime.
10. TRAINEE AGREES TO INDEMNIFY AND HOLD HARMLESS PRIME, ITS AFFILIATED ENTITIES, THEIR PARTNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, INDEPENDENT CONTRACTORS, AND EMPLOYEES AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, OBLIGATIONS, CAUSES OF ACTION AND LAWSUITS AND ALL DAMAGES, LIABILITIES, FINES, JUDGMENTS, PENALTIES, COSTS (INCLUDING THE PAYMENT OF REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS), ARISING OUT OF: (I) THE ACTS OR OMISSIONS OF TRAINEE WHILE PARTICIPATING IN THE PROGRAM; AND/OR (II) THE FAILURE OF TRAINEE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE OBLIGATIONS TO HOLD HARMLESS AND INDEMNIFY CONTAINED HEREIN SHALL CONTINUE IN FULL FORCE AND EFFECT NOTWITHSTANDING THE TERMINATION OF THIS AGREEMENT, WHETHER BY EXPIRATION OF TIME, BY OPERATION OF LAW, OR OTHERWISE.
11. RELEASE OF LIABILITY FOR NEGLIGENCE. TRAINEE HEREBY, FOR HIS/HERSELF, HIS/HER HEIRS, ADMINISTRATORS AND ASSIGNS, RELEASES AND DISCHARGES PRIME, ITS AFFILIATED ENTITIES, THEIR PARTNERS, SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, INDEPENDENT CONTRACTORS AND EMPLOYEES, AND THEIR RESPECTIVE HEIRS, SUCCESSORS, AND ASSIGNS, FROM ALL CLAIMS FOR BODILY INJURY, PROPERTY DAMAGE, DEATH, MEDICAL EXPENSES AND OTHER FINANCIAL LOSSES OCCURRING TO TRAINEE WHILE PARTICIPATING IN THE PROGRAM PURSUANT TO THIS AGREEMENT DUE TO THE NEGLIGENCE OF PRIME, ITS AFFILIATED ENTITIES, INDEPENDENT CONTRACTORS, OR DRIVER TRAINERS.
12. PRIME MAKES NO WARRANTIES OR GUARANTEES TO TRAINEE THAT HE/SHE WILL ACQUIRE A COMMERCIAL DRIVER'S LICENSE (CDL).
13. TRAINEE ACKNOWLEDGES AND UNDERSTANDS THAT THERE ARE INHERENT ELEMENTS OF RISK OF INJURY OR DEATH ALWAYS PRESENT IN DRIVER TRAINING DESPITE ALL SAFETY PRECAUTIONS. TRAINEE FULLY ACCEPTS ANY AND ALL SUCH RISKS.
14. This Agreement constitutes the entire agreement and understanding between the parties. Any modification to this Agreement must be in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date above first written.

New Prime, Inc. d/b/a Prime, Inc.
a Nebraska corporation

By: fac

Its: _____

Last updated: January 27, 2012

Trainee

(Signature)

EXHIBIT11 Field

Liz Miller, CCR

7-26-19
Alpha Reporting Video

CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER

PRIME-000034

EXHIBIT 9

PAYROLL DEDUCTION AUTHORIZATION FOR LOAN PAYMENT

The undersigned requests and authorizes any future Employer/Company to deduct the sum of \$70.00 per week from his/her salary or settlement compensation paid by his/her Employer/Company, with the mutual agreement and understanding that the Employer/Company will promptly forward the payment of \$70.00 each week to New Prime, Inc. d/b/a Prime, Inc. ("Prime"), on behalf of the undersigned toward satisfaction of the undersigned's tuition loan obligation, until such time as the tuition loan obligation is paid in full.

Payments are to be mailed to: Prime, Inc.
2740 N. Mayfair
Springfield, Missouri 65803

800.848.4560 (phone)

This authorization shall become effective on the date that the next ordinary salary or settlement compensation paid to the undersigned is due. Employer/Company will include the undersigned's name and social security number on all payments remitted.

AUTHORIZATION TO CONTINUE DEDUCTIONS

The Employer/Company is authorized to continue to make the deductions and weekly payments to Prime until the full amount of the loan has been paid or until the Employer/Company is notified in writing to change or cancel this authorization. Employer/Company offers this payroll deduction/loan payment service at Employer's/Company's discretion, and can cancel the service at its discretion; provided that the undersigned shall provide at least thirty (30) days prior written notice to Prime, Inc. if the undersigned no longer is employed by or leased to the Employer/Company. In the event of cancellation, Employer/Company shall promptly return to the undersigned, any payment coupons or other loan material utilized in the service.

RESPONSIBILITY OF PAYMENTS

It is agreed and understood that payment of the loan obligation is and remains the sole legal responsibility of the undersigned, and that the Employer's/Company's service in no way constitutes an agreement by the Employer/Company to be responsible for the undersigned's full satisfaction of his/her obligation to Prime. This agreement shall also be binding on the undersigned's personal representatives, heirs, legatees, and assignees. Employer/Company shall have no right to make charges to the undersigned for the provision of the payroll deduction/loan payment service.

NOTICE: THIS DOCUMENT IS EFFECTIVE ONLY IN THE EVENT THAT THE UNDERSIGNED DOES NOT COMPLETE THE PRIME DRIVER TRAINING PROGRAM AND DOES NOT CONTRACT WITH PRIME EITHER AS AN EMPLOYEE OR AN INDEPENDENT CONTRACTOR.

Name: Dominic Oliveira

Social Security #: [REDACTED]

Signature: [Signature]

Date: 3-5-2013

Witness:

Paul Cotter
Signature

3-5-2013
Date

EXHIBIT
12 Filed
Liz Miller, CCR
7-26-19
Alpha Reporting & Video

EXHIBIT 10

PRIME, INC.
DRIVER TRAINING PROGRAM
TUITION REPAYMENT AGREEMENT

THIS DRIVER TRAINING PROGRAM TUITION REPAYMENT AGREEMENT ("Agreement") is made and entered into this 5 day of MARCH, 2019, by and between New Prime, Inc. d/b/a Prime, Inc. ("Prime") and Dominic Oliveira with a permanent address of: REDACTED MA REDACTED ("Trainee").

Trainee understands and agrees to each of the following terms and conditions for payment of tuition:

1. **Tuition Amount and Agreement to Repay.** Trainee understands and agrees that tuition for the Prime driver training program (the "Program") is three-thousand five-hundred dollars (\$3,500) (the "Tuition"). Trainee agrees that he/she owes Prime the full amount of the Tuition under the terms and conditions set forth in this Agreement.
 2. **Tuition payment.** Trainee understands and agrees that he/she is not entitled to employment or to enter an independent contractor operating agreement with Prime at the end of the Program. Trainee understands and agrees that payment to Prime of the Tuition shall be as follows:
 - A. If Trainee completes the Program, earns his/her Commercial Driver's License (CDL), becomes an "A", "B", or "C" seat driver, enters into an agreement with Prime as either an employee driver or as an independent-contractor driver, and stays under contract with Prime for six (6) months, then one-half (1/2) of the Tuition or one-thousand seven-hundred fifty dollars (\$1,750), shall be forgiven by Prime. If Trainee does not satisfy the conditions of this paragraph, the full amount of the Tuition shall become due and payable effective immediately upon termination of Trainee's association with Prime.
 - B. At the end of the six (6) month time period referred to in paragraph "A" immediately above, if Trainee remains under contract with Prime as an "A" or "B" seat driver for an additional six (6) month time period (a total time period of twelve (12) months), then the remaining one-half (1/2) of the Tuition or one thousand seven-hundred fifty dollars (\$1,750) shall be forgiven by Prime. If Trainee does not satisfy the conditions of this paragraph, the remaining one-half (1/2) of the Tuition shall become due and payable effective immediately upon termination of Trainee's association with Prime.
 - C. If Trainee does not meet the conditions of paragraph 2A and 2B above, Trainee shall immediately begin making weekly payments to Prime in the amount of seventy dollars (\$70), such payments to begin on the first Friday following Trainee's termination or cancellation date and continuing on each Friday thereafter until the full amount of Tuition owed by Trainee to Prime is paid in full.
 3. **Costs and expenses of collection.** Trainee understands and agrees that he/she shall be responsible for any costs and expenses, including but not limited to attorneys' fees and disbursements, incurred by Prime in the collection of the Tuition.
 4. **Cancellation policy.** Either party has the right to cancel this Agreement at anytime. In the event of cancellation of this Agreement, the following terms shall apply:
 - A. If Trainee's Application is rejected by Prime, then this Agreement shall be cancelled and Trainee shall owe no Tuition to Prime.
 - B. Trainee shall have the right to cancel this Agreement in writing within seven (7) business days of the date that Trainee signs this Agreement. If Trainee cancels this Agreement pursuant to this paragraph B, then Trainee shall owe no Tuition to Prime.
 - C. In the event that Trainee begins the Program and cancels his/her participation prior to completion of the Program, Trainee shall owe Prime the following:
 - (i) If this Agreement is canceled at any time on or after midnight on the 7th day of instruction and before midnight on the 14th day of instruction, Trainee shall owe one-half (1/2) of the Tuition or one-thousand seven-hundred fifty dollars (\$1,750).
 - (ii) If this Agreement is canceled at any time on or after midnight on the 14th day of instruction, Trainee shall owe Prime the full Tuition or three-thousand five-hundred dollars (\$3,500).
 - (iii) The last day of participation by the Trainee in the Program shall be the cancellation or termination date.
 - (iv) In the event of prolonged illness or accident, death in the immediate family of the Trainee, or other circumstances that make it impractical to complete the Program, at its sole discretion, Prime may waive the requirements of this paragraph in whole or in part. Trainee understands and agrees that Prime is not required to waive the requirements of this paragraph C and further that Prime may require documentation before waiving the requirements of this paragraph C.
 5. **Interest.**
 - A. Trainee shall not be charged interest on the Tuition forgiven pursuant to paragraphs 2A or 2B above.
 - B. In the event that Trainee does not meet the requirements of paragraphs 2A and 2B above or has not paid the Tuition to Prime in full within one (1) year from the date of this Agreement, then this Agreement shall be considered to be in default. Once this Agreement is deemed to be in default, then interest on the unpaid balance will be charged and added to the unpaid balance at the rate of 12.5% (APR).
 6. This Agreement is a Missouri contract and shall be interpreted, construed and enforced under the laws of the State of Missouri. In the event of litigation arising from this Agreement, the Trainee agrees to voluntarily submit to and hereby waives any defenses to the exclusive jurisdiction and venue of any Federal or State Courts located in Springfield, Missouri.
 7. This Agreement constitutes the entire agreement and understanding between the parties in relation to the subject matter hereof. Any modification to this Agreement must be in writing and signed by all parties.
- ACKNOWLEDGMENT** - I CERTIFY THAT I HAVE READ AND RECEIVED THIS AGREEMENT, UNDERSTAND IT FULLY, AND AGREE TO ABIDE BY ITS TERMS AND PRIME'S TRAINING POLICIES. I HEREBY AGREE THAT PRIME DID NOT GUARANTEE EMPLOYMENT OR A SET WAGE. I FURTHER CERTIFY THAT THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN MYSELF AND PRIME IN RELATION TO THE SUBJECT MATTER HEREOF, THAT THERE HAVE BEEN NO VERBAL PROMISES OR AGREEMENTS OTHER THAN THOSE HEREIN. I UNDERSTAND THAT PRIME RESERVES THE RIGHT TO MAKE CHANGES IN COURSE CONTENT, EQUIPMENT, MATERIALS, ORGANIZATION, POLICY AND CURRICULUM AS CIRCUMSTANCES DICTATE. I UNDERSTAND AND AGREE THAT PRIME MAY USE MY NAME AND/OR PICTURE IN ITS DRIVER TRAINING PROGRAM LITERATURE OR PUBLICATIONS.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date above first written.

New Prime, Inc. d/b/a Prime, Inc.
 a Nebraska corporation

Trainee

By: [Signature]

(Signature)

Its: _____

SSN: _____

EXHIBIT

13 Filed

Liz Miller, CCR

7-26-19
 Alpha Reporting & Video

EXHIBIT 11**Training Program Contract**

Name: _____ SS#: _____ - _____ - _____

Address: _____ E-Mail: _____

City/State/Zip: _____ Phone: _____ - _____

Hereinafter called "Trainee" or referred to as "You/Your", agrees to acquire from New Prime, Inc., d/b/a Prime, Inc., 2740 N. Mayfair, Springfield, Missouri 65803, hereinafter called Prime or Training Program, one full training session in the Prime, Inc. Driver Training Program. The valuation of said services is designated in the table provided herein and entitled "ITEMIZATION OF PROGRAM FEES". Trainees who complete the Training Program in its entirety, and who remain under actively available dispatch for twelve continuous months after completing the Training Program, are not subject to the Training Program Fees detailed directly below. In the event trainee fails to complete the Training Program, and/or discontinues driving for PRIME in either an employee or independent contractor capacity within twelve months of program completion, trainee's severance from PRIME shall be deemed premature. In the event of such premature departure, trainees are subjected to a breakage fee, the assessment of which is enumerated in the "Itemization of Training Program Fees" on page one of this contract. It is understood that Training Program will, in the event of Trainee's premature breakage from the Training Program, assess and enforce against Trainee the full program fee schedule and finance charges totaling \$4759.38. Upon the assessment of the breakage fee, Trainee becomes an obligated buyer of, and bound debtor to, the full Training Program fee schedule set forth herein. TRAINEE ADDITIONALLY ACKNOWLEDGES THAT ALL PARAGRAPHS/PROVISIONS INCLUDED ON PAGE 2 OF THIS DOCUMENT ARE ALSO A PART OF THIS CONTRACT.

YOU, THE TRAINEE, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE SEVENTH BUSINESS DAY AFTER THE END OF THE PROGRAM ORIENTATION. SEE THE NOTICE OF CANCELLATION ON PAGE 2 OF THIS CONTRACT. NO TRAINING CHARGES OF ANY AMOUNT ARE ASSESSED TO TRAINEE WHILE OPERATING AS A DRIVER TRAINEE, DRIVER EMPLOYEE, OR INDEPENDENTLY CONTRACTED DRIVER LEASE TO PRIME.

AMORTIZATION: Should the fees become active, they may be subject to 12.5 % annual percentage rate (A.P.R) amortized over a 52 week period if financed. Prepayments will decrease the amount of interest owed, thereby decreasing the finance charge. The chart to the right illustrates the contract in its maximum value with interest accrued and paid exactly on time.

TOTAL PROGRAM VALUE:

Subtotal Part A	<u>\$4,375.00</u>
Interest Part B	<u>\$ 284.38</u>
A+B Total Cost if Financed	<u>\$4,659.38</u>

ITEMIZATION OF PROGRAM FEES

- | | |
|--|-------------------|
| 1. Total Program Value: | <u>\$4,475.00</u> |
| 2. Registration Fee:
(non-refundable fee) | <u>\$ 100.00</u> |
| 3. Training Fees
(The amount of credit provided
To You on Your behalf) | <u>\$4,375.00</u> |

Subtotal Part A	<u>\$4,375.00</u>
-----------------	-------------------

Training fees are inclusive of room and board provided at 2610 N Glenstone Ave, Springfield, MO (65803), a New Prime Inc. owned facility, meals, travel, administrative, and associated processing costs incurred by PRIME during the program orientation and onboarding processes.

Finance Charge

Part B

Amortization	<u>\$ 284.38</u>
--------------	------------------

12.5 % Interest will only accrue if the amount of training is financed over a 52 week payment. If the training is paid for in one (1) installment, the total amount shall not exceed Part A.

NOTICE TO TRAINEE:

(a) DO NOT SIGN THIS CONTRACT BEFORE YOU HAVE READ AND UNDERSTAND ITS OUTLINED STIPULATIONS; (b) You are entitled to an exact copy of any agreement You sign; (c) You have the right at any time to pay in advance the unpaid balance due under this Contract and You may be entitled to a partial refund of the finance charge; (d) BE ADVISED THAT PAGE 2 OF THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE WHICH AFFECTS YOUR RIGHTS.

EXHIBIT

14 Field

Liz Miller, CCR

7-26-19
Alpha Reporting & Video

EXHIBIT 11

Trainee understands and agrees to the following terms and conditions of the driver training program:

1. The Program shall be take place and at locations to be determined by Prime.
2. Trainee is NOT an employee of Prime, its affiliated entities, or the driver to whom Trainee is assigned. Trainee is NOT entitled to receive employment or workers' compensation benefits.
3. Trainee is NOT entitled to receive wages or other monetary compensation for participation in the Program.
4. Trainee is NOT entitled or guaranteed employment with Prime upon completion of the Program.
5. During the Program, Prime shall **advance** Trainee two-hundred dollars (\$200.00) per week to provide for personal and otherwise incidental living expenses. Trainee agrees to repay to Prime at the end of the Program at the rate of twenty-five dollars (\$25.00) per week.
6. Either Trainee or Prime may terminate Trainee's participation in the Program at any time with or without reason.
7. **Trainee acknowledges and understands that harassment, which includes, but not limited to sexual harassment, will not be tolerated and will be fully investigated. Trainee agrees to immediately report any incidents, or suspected incidents, of harassment or sexual harassment to Prime.**
8. PRIME MAKES NO WARRANTIES OR GUARANTEES TO TRAINEE THAT HE/SHE WILL ACQUIRE A COMMERCIAL DRIVER'S LICENSE (CDL).
9. TRAINEE ACKNOWLEDGES AND UNDERSTANDS THAT THERE ARE INHERENT ELEMENTS OF RISK OF INJURY OR DEATH ALWAYS PRESENT IN DRIVER TRAINING DESPITE ALL SAFETY PRECAUTIONS. TRAINEE FULLY ACCEPTS ANY AND ALL SUCH RISKS, AND ACKNOWLEDGES AND UNDERSTANDS THAT PRIME EXPRESSLY DISCLAIMS ALL LIABILITY WITH RESPECT TO TRAINEE'S INJURY, DEATH, OR RELATED HARM SUFFERED DURING THE TRAINING PROCESS.
10. Any modification to this Agreement must be in writing and signed by the parties.

CANCELLATION AND WITHDRAWAL POLICY

The TRAINEE has the right to cancel this agreement at any time. If he/she elects to do so the following terms shall apply:

- A. If prior to the start of any instruction an applicant is rejected by PRIME, this agreement will be considered null and void and no program fees shall be assessed in his/her behalf.
- B. The TRAINEE may cancel this agreement within seven (7) calendar days of entering the program following orientation.
- C. Should the TRAINEE withdrawal or be discontinued at any time after midnight on the 7th day, and prior to 1 year after completing the training program, the TRAINEE shall exercise full value of the full program fee amount or \$4,375.00 plus any finance charges outlined in page 1.
- D. In the event of prolonged illness or accident, death in the immediate family of the TRAINEE, or other circumstances that make it impractical to complete the instruction, PRIME shall make a settlement which is reasonable and fair to both parties. The TRAINEE understands that PRIME may require documentation or other evidence of these circumstances before offering settlement outside the provisions of this agreement.

LEGAL RIGHTS AND RELIEF: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, using one arbitrator. The venue of arbitration shall be the state of Missouri, with the exclusive application of Missouri state law. Judgment on any arbitral award can then be applied in any court having jurisdiction thereof.

ANY ARBITRATION RELATED TO THIS CONTRACT MUST BE ON AN INDIVIDUAL BASIS. NEITHER YOU NOR PRIME MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER TRAINEES, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS.

ACKNOWLEDGEMENT: I certify that I have read and understand all the parts to this agreement, and agree to abide by its terms and the policies established by PRIME Inc. for its associates. I hereby agree that PRIME has not guaranteed employment or a set wage with this agreement. I further certify that this agreement contains all of the terms of our agreement and that there have been no verbal promises or agreements other than those herein. I further acknowledge that I am aware of PRIME's policies regarding student behavior and responsibilities and other pertinent information concerning PRIME Inc. PRIME reserves the right to make changes in instructional content, equipment, materials, organization, policy, and curriculum as circumstances dictate

NOTE: The entire PROGRAM must be completed and the terms of this agreement fulfilled within a one (1) year period from completion of training in the PROGRAM after which this agreement is null and void except as the agreement may be extended or deferred if considered to be in default.

IN WITNESS WHEREOF, PRIME and TRAINEE have executed in this Agreement on the date below first written.

TRAINEE SIGNATURE: _____ Date _____

PRIME ASSOCIATE: _____ Date _____

EXHIBIT 18

OLIVER

P.O. BOX 4208

SPRINGFIELD, MO 65808

800-321-4552

417-865-0001

old file
650168**DEFICIT BALANCE DEDUCTION AGREEMENT**

I, Dominic Oliveira, voluntarily agree to have payroll deductions made to repay any deficit balance that I have. Please take \$ 50 per week until such balance is paid. I agree that such money shall go to Prime, Inc. or to any other owner that I may have driven for and owe this money to. Maximum amount deducted shall be \$ 1258.30 ^{11/14} or amended if the balance is greater or smaller as determined on final close out of my lease. I also agree that at the time of my termination, whether voluntary or not, Prime can take any remaining balance from my final paycheck less minimum wages. Example gross pay – minimum wage + any reimbursements = amount taken for deficit balance.

[Signature]
(NAME)

10-14-14
(DATE)

EXHIBIT
33 Field
Liz Miller, CCR
4-26-19
Alpha Reporting & Video

Please fax back to the Prime Payroll dept. 417-521-6870

* on 750172

EXHIBIT 19INDEPENDENT CONTRACTOR OPERATING AGREEMENT

O

THIS AGREEMENT is made and entered into this 31 day of May, 2013, by and between NEW PRIME, INC. ("Prime") and ("Contractor" or "You").

Prime is a for-hire motor carrier and utilizes independent contractors to assist in its business. You are willing to lease the following-described tractor (the "Equipment") to Prime for the purpose of hauling freight pursuant to the terms and conditions of this Agreement:

Year 2012 Make FRGHT Serial No. 1FUJGLDR9CSBA3671
License No. 12AR5H State MO

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, it is hereby agreed as follows:

1. LEASE. You hereby lease to Prime the Equipment from the date of this Agreement through December 31 of the same year. Thereafter, this Agreement shall continue from year to year unless otherwise terminated as provided herein. During the term of this Agreement, Prime shall have exclusive possession, control and use of the Equipment and complete responsibility for the operation of the Equipment. The provision in the preceding sentence is set forth solely to conform with federal regulations and is not to be used for any other purposes, including any attempt to classify You as an employee of Prime. 49 CFR 376.12 (c) (4) provides that nothing in the provisions required by 49 CFR 376.12 (c) (1) is intended to effect whether You or any driver provided by You is an independent contractor or an employee of the Carrier.

Prime shall retain the original of this Agreement, a signed copy shall be maintained in each piece of the Equipment, and one signed copy shall be maintained by You.

2. SERVICE. The parties agree that the intent of this Agreement is to establish an independent contractor relationship at all times. You agree to make the Equipment available to Prime, with qualified and Prime Certified drivers, to pick up loads and transport them to destinations designated by various shippers. You shall determine the means and methods of performance of all transportation services undertaken under the terms of this Agreement, including driving times and delivery routes. You may refuse to haul any load offered to You by Prime. You have the right to provide services for another carrier during the term of this Agreement, provided that (i) You remove all identification devices, licenses and base plates from the Equipment and return to Prime, and (ii) You provide Prime five (5) business days' notice of Your intent to provide services for another carrier.

3. PAYMENT. Prime shall pay You amounts as itemized on Schedule 1 within fifteen (15) days after You give Prime properly completed logs and all documents required by the shippers of loads You haul in order for Prime to be paid. All such payments shall be reflected in an operator's settlement which Prime shall produce both on a weekly basis and as a final statement following termination (the "Settlement"). Upon termination of this Agreement, Your final payment is contingent upon Your removal of all Prime identification devices. Prime will be entitled to recover from You those devices in the form of decals or placards on the Equipment and return of those devices to Prime in the manner specified in paragraph 7(d) hereof, unless they are painted directly on the Equipment, together with all of Your Comdata cards.

5/31/2013

PAGE 1

INITIAL [Signature]DATE 5-31-13

EXHIBIT

28 Field

Liz Miller, CCR

7-26-19
Alpha Reporting & Video

EXHIBIT 19

If an identification device has been lost or stolen, a letter certifying that fact shall suffice. Payment to You shall be made contingent upon submission of a bill of lading to which no exceptions shall be taken.

4. QUALCOMM. Your Equipment must contain a Qualcomm unit which will work in conjunction with Prime's Qualcomm system. You hereby authorize Prime to deduct amounts specified in Schedule 3 from Your Settlement to make such rental payments together with all monthly usage fees, including Excess message charges. You are responsible for the timely return of any rented Qualcomm device upon the termination of this Agreement. If you lease a Qualcomm unit from Prime, and if the unit is damaged or lost, You agree to reimburse Prime the entire cost incurred by Prime in repairing or replacing the unit. You hereby authorize Prime to deduct an amount equal to the cost from Your Settlement at such time as Prime chooses. If the unit is not returned upon termination, You agree to reimburse Prime its cost incurred in replacing the unit and You hereby authorize Prime to deduct such cost from Your final Settlement. If funds are not available to do so, You agree to pay Prime its cost of collection including reasonable attorney's fees.

5. ADVANCES. If You have secured advances from Prime, You hereby authorize Prime to deduct an amount equal to the advances from Your Settlement at such time as Prime chooses.

6. TRAILER INSPECTION. You agree to make a visual inspection prior to assuming control of trailers furnished by Prime and immediately report any existing damage or defects, and also to report any damage that occurs while the trailer is under Your control. If You fail to report any existing damage or defects prior to assuming control of the trailer, and the next driver following You who assumes control of that trailer reports damage or defects prior to his assuming control, then You agree to pay to Prime the actual cost of repairing such damage or defects. You hereby authorize Prime to deduct from Your Settlement an amount equal to the cost of repair.

7. PERFORMANCE BOND.

(a) Amount and Set Off. You will deposit with Prime One Thousand Dollars (\$1,000.00) as security for the full performance of Your financial obligations to Prime as set forth in this Agreement. Prime may set off any part of the Performance Bond against (i) cash advances made by Prime to You or for the benefit of Your drivers; (ii) all expenses specifically itemized in paragraphs 8, 9 and 10 hereof; (iii) all costs of Your insurance for coverages itemized in paragraph 11 hereof which Prime has advanced payment for; (iv) automobile liability, cargo and trailer damage claims for which You are liable to Prime as set forth in paragraph 12 hereof; (v) all amounts charged by Prime pursuant to paragraph 13 hereof; (vi) advances made to You or on Your behalf as specified in Schedule 2 hereof; (vii) all amounts charged You by Prime or paid on Your behalf by Prime as itemized on Schedule 3 hereof and accounted for in Your Weekly Settlement; (viii) advances set forth in paragraph 29; and (ix) all other obligations incurred by You which have been specified in this Agreement. If Performance Bond funds are set off, You shall provide additional money so that the Performance Bond equals One Thousand Dollars (\$1,000.00). In the event You fail to replenish the Performance Bond as required, You hereby authorize Prime to deduct from Your Settlement amounts necessary to replenish the Performance Bond as required. If You do not deposit the full amount of the Performance Bond, You authorize Prime to deduct from Your Settlement the amounts

5/31/2013

PAGE 2

INITIAL

DATE

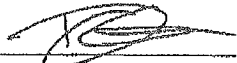

 5-31-13

EXHIBIT 19

indicated in Schedule 3 in order to fulfill this obligation.

(b) Interest. Prime will pay You interest on the Performance Bond quarterly. This interest rate shall be equal to the average yield on Ninety-One (91) Day, Thirteen (13) Week Treasury Bills as established in the weekly auction by the Department of the Treasury.

(c) Accounting. Prime will provide You an accounting of the Performance Bond at any time requested by You. Prime shall also indicate on Your Settlement sheets the amounts and description of any deductions or additions made to the Performance Bond.

(d) Return. Upon termination of this Agreement, in order to have the Performance Bond Returned to You, You must first return to Prime all of Prime's placards and other identification devices, other than those painted directly on the Equipment, Your Comdata card, all base plates, permits, licenses, pre-pass toll transponder, properly completed logs and documents necessary to receive payments for trips made under this Agreement. You may either bring these items to Prime's terminal or deliver them to Prime via mail or other form of conveyance of Your choice. If You bring the Equipment to Prime's terminal, Prime will remove all identification devices. If not, You shall be responsible for their removal. Prime shall provide a final accounting, itemizing all deductions, and return all amounts due You from the Performance Bond within forty-five (45) days of the termination.

8. EXPENSES. You shall pay all operating and maintenance expenses in connection with the operation of the Equipment, including but not limited to fuel, fuel taxes, Federal Highway Use Taxes, tolls, ferries, detention, accessorial services, tractor repairs and Seventy-Two percent (72%) of any agent or brokerage fees charged against line haul revenues received by Prime for any freight transported by You. At your request, Prime will make advances for the payment of such expenses, and You hereby authorize Prime to deduct from Your Settlement amounts equal to the advances. Except when a violation results from Your acts or omissions, Prime shall assume the risk and costs of fines for overweight and oversized trailers when the trailers are preloaded, sealed, or the load is containerized, or when the trailer or lading is otherwise outside Your control, and for improperly permitted over-dimensions and overweight loads. Prime shall reimburse You for any fines paid by You which are Prime's responsibility. You shall be responsible for loading and unloading of trailers.

9. LICENSES, PERMITS AND AUTHORIZATIONS.

(a) Purchase. You are required to obtain, at Your expense, a base plate under the International Registration Plan ("IRP") permitting the Equipment to be operated in all forty-eight (48) contiguous states. Alternatively, You may authorize Prime to obtain on Your behalf, but at Your expense, all licenses, permits, IRP base plates and authorizations required for operation of the Equipment. Upon such authorization, You agree to reimburse Prime for such expenses, and You hereby authorize Prime to make the deductions from Your Settlement amounts as set forth in Schedule 3.

(b) Return. During the term of this Agreement, as well as after termination, all licenses, permits, base plates, pre-pass toll transponder and authorizations, as well as all placards, provided to You by Prime shall be the

5/31/2013

PAGE 3


INITIAL DATE 5-31-13-

EXHIBIT 19

property of Prime, and upon termination of this Agreement, You shall, within seven (7) days, return all such licenses, permits, base plates, pre-pass toll transponder, placards and authorizations to Prime. All identification devices shall be returned in the manner specified in paragraph 7(d) hereof. Any unused portion of the base plate will be credited to You if Prime receives a refund or credit from the issuing authority or upon transfer to any other vehicle in Prime's fleet.

10. DRIVERS. You shall (i) drive the Equipment Yourself, (ii) employ, on Your own behalf, drivers for the Equipment, or (iii) lease drivers for the Equipment.

(a) Contractor's Employees. If You employ, on Your own behalf, drivers for the Equipment, You shall be solely responsible for payment of their wages, benefits, Social Security taxes, withholding taxes, unemployment insurance fees, and all other amounts required by government agencies to be paid by employers on behalf of or to employees. All drivers employed by You to operate the Equipment shall be qualified so as to meet requirements of all federal, state and local laws and the rules and regulations of the Department of Transportation. All such drivers must first be certified by Prime. You shall likewise employ on Your own behalf and at Your own expense all driver's helpers and other laborers required to carry out the purpose of this Agreement. At Your request, Prime shall make payments to Your employees and for their benefit and on their behalf. You shall reimburse Prime for all such expenses and hereby authorize Prime to deduct from Your Settlement amounts required to make such reimbursements. All such reimbursements shall be equal to payments made by Prime.

(b) Leased Drivers. If You lease drivers for the Equipment, You hereby authorize Prime to make advances for all amounts required to reimburse the leasing entity with whom You contracted for services of the drivers. You shall reimburse Prime for all such expenses and hereby authorize Prime to deduct from your Settlement amounts required to make such reimbursements. All such reimbursements shall be equal to payments made by Prime. All Leased Drivers must first be certified by Prime.

11. INSURANCE

(a) Liability. Prime shall provide and maintain auto liability insurance for the protection of the public pursuant to FMCSA Regulations under 49 USC 13906. Said liability insurance may not necessarily insure You against loss.

(b) Non-Trucking Use Auto Liability Coverage. You shall provide and maintain at Your own expense non-trucking use auto liability insurance coverage. This coverage, whether referred to as "bob-tail", "unladen", "deadhead" or otherwise, shall provide coverage for all risks for movement of the Equipment when it is not under dispatch by Prime. Prime shall be named as an additional insured on the policy, which shall have limits of not less than \$1 million per occurrence, CSL. This policy of insurance shall be primary to and without right of contribution from all other insurance available to Prime.

(c) Cargo Insurance. Prime shall secure and maintain Cargo Liability Insurance.

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(d) Physical Damage Insurance. Prime shall provide and maintain at its own expense physical damage insurance on its trailers.

(e) Occupational Injuries. You shall either (i) make an election to procure Workers' Compensation insurance protection against injuries sustained while in pursuit of Your business, for Yourself and Your drivers, and thereafter provide and maintain at Your own expense such insurance; or (ii) provide and maintain at Your expense a suitable alternative insurance, such as occupational accident insurance, for Yourself and Your drivers, which insurance must be approved by Prime.

(f) Health and Life Insurance. You may elect to purchase health and life insurance through Prime. If You do so, You hereby authorize Prime to deduct such cost from Your Settlement. Because such insurance may not go into effect at the time of the execution of this Agreement, and the premiums may change from time to time, You agree that the provisions of paragraph 18 of this Agreement apply to such deductions. The cost of this insurance shall be the actual premium charged by the insurance company. However, under some health policies of insurance which Prime purchases, a portion of the premium may be retained by Prime in a claims pool for the purpose of paying claims. If, at the end of the policy period, there are any funds remaining in the claims pool, Prime retains those funds.

(g) Procuring of Insurance by Prime. Upon Your request, an insurance broker working with Prime and knowledgeable of the requirements within this Agreement will provide You with coverage information and applications for insurance coverage required of You by this Agreement. If You elect to procure insurance through that insurance broker, You hereby authorize Prime to deduct the cost of such insurance from Your Settlement and forward those amounts to such insurance broker. The cost of all such insurance coverages shall be itemized on Schedule 3 of this Agreement. Prime, or the insurance broker, will furnish to You a certificate of insurance for each policy You purchase and a copy of each policy shall be furnished to You upon request. You shall remain financially responsible to the insurance broker and/or insurer for any insurance costs not paid due to an insufficiency of Settlement funds.

(h) Proof of Insurance. All insurance coverage provided by You as required by this Agreement shall be in form and substance, and issued by a company satisfactory to Prime. You shall continuously provide Prime with proof of such insurance either by current binders or certificates of insurance from the date of the execution of this Agreement until its termination.

12. ACCIDENTS, CLAIMS, LOSSES AND EXPENSES.

(a) Auto Liability. Prime and its auto liability insurer may settle any claim against Prime arising out of the maintenance, use or control of the Equipment. You shall pay Prime up to Five Hundred Dollars (\$500.00) per occurrence for the settlement of any such claim and related expenses.

(b) Cargo. You shall pay Prime up to Five Hundred Dollars (\$500.00) per occurrence toward the settlement of cargo losses directly caused by fire, collision, overturning of vehicle, collapse of bridges or

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docks, rising navigable waters or river floods, perils of the seas, lakes, rivers or inland water while on ferries only, and cyclone, tornado or windstorm. If cargo losses are caused by any peril other than those itemized above, You will pay Prime that portion of such losses and expenses for which Prime does not receive payment from their insurance carrier.

(c) Damage to Trailers. You shall pay Prime up to Five Hundred Dollars (\$500.00) per occurrence toward loss of, damage to, or liens for storage with respect to Prime's trailers which are used by You when such losses are covered by Prime's insurance. When the loss of, damage to, or liens for storage of Prime's trailers which are used by You are not covered by insurance, You shall pay for all such losses, including expenses and attorneys' fees.

(d) Authorization to Deduct. You hereby authorize Prime to deduct from Your Settlement all amounts due Prime under this paragraph 12. Prime shall provide You with a written explanation and itemization of any such deductions for cargo or property damage before such deductions are made.

(e) HOLD HARMLESS AND INDEMNIFICATION. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS PRIME, ITS AFFILIATED COMPANIES AND THEIR RESPECTIVE OFFICERS, DIRECTOR, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL LIABILITIES AND EXPENSES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CLAIMS, DAMAGES, JUDGMENTS, AWARDS, SETTLEMENTS, INVESTIGATIONS, COSTS AND ATTORNEY'S FEES (COLLECTIVELY, "CLAIMS") WHICH ANY OF THEM MAY INCUR OR BECOME OBLIGATED TO PAY ARISING OUT OF YOUR ACTS OR OMISSION OR THOSE OF YOUR AGENTS AND EMPLOYEES (INCLUDING DRIVERS LEASED FROM PRIME). YOU FURTHER AGREE TO HOLD PRIME HARMLESS AND TO INDEMNIFY PRIME AGAINST ALL CLAIMS BY YOU AND YOUR AGENTS AND EMPLOYEES. I UNDERSTAND THAT THIS PARAGRAPH LIMITS MY RIGHTS AND I ACKNOWLEDGE MY OPTION TO SEEK INDEPENDENT LEGAL COUNSEL AND ADVICE.

13. OPERATING STATEMENT AND PAYROLL SERVICES. At your request, Prime may provide You with an operating statement, and You hereby authorize Prime to make a deduction from Your Settlement an amount as set forth in Schedule 3. In the event Prime provides services for Your co-drivers, You hereby authorize Prime to make a deduction from Your Settlement in amount as set forth in Schedule 3.

14. CITATIONS. At Your request, Prime shall provide You with administrative services in connection with citations You receive while operating under Prime's authority, and advance money for payment of them. You agree to pay and hereby authorize Prime to deduct from Your Settlement an amount equal to the fee as set forth in Schedule 3, as well as an amount equal to the payment made on Your behalf. You are under no obligation to submit Your citations to Prime for handling. However, You agree to report all citations to Prime.

15. FUEL CARD / EXPRESS CODES/TRIP EXPRESS CHARGE. You agree that, in the event You utilize Prime's fuel card system and express code transaction system, You will pay to Prime and hereby authorize Prime to deduct from Your Settlement an amount as set forth in Schedule 3.

16. TRACTOR PAYMENT DEDUCTION (IF APPLICABLE). You are leasing X or purchasing (check one) Your tractor from SUCCESS LEASING

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Your payments are itemized in Schedule 2 attached hereto and made a part hereof. In addition, You are required by Your lessor or lender to place certain sums in reserve accounts as itemized in Schedule 2. By initialing Schedule 2 You authorize and request Prime to deduct those sums itemized in Schedule 2 from Your Settlement and forward them to Your lessor or lender. If the agreement with Your lessor or lender authorizes Prime to make deductions from Prime's Settlement with You for rental or purchase payments, You must provide Prime with a copy of that agreement and it shall be attached to this Agreement and made a part hereof by this reference.

17. ADDITIONAL SETTLEMENT DEDUCTIONS. From time to time, You may purchase fuel, products or services, including repairs, which are charged to Prime. When You do so, You hereby authorize Prime to deduct from Your Settlement amounts equal to such charges. You are never required to charge any amounts to Prime's account nor to make purchases from any vendor recommended by Prime. Further, if You lease Your tractor, You may be required by Your lessor to indemnify Your lessor for claims arising out of Your acts and omissions as well as those of Your agents and employees, and to pay for portions of any loss or damage to Your tractor. When Your lease requires any such payments, You hereby authorize Prime to deduct from Your settlement amounts equal to such charges.

18. RATIFICATION OF DEDUCTIONS. In paragraphs 4, 5, 6, 7, 8, 9, 10, 11(f), 12, 14, 17 and 19 of this Agreement, Prime has agreed to make certain advances to You or on Your behalf. You have agreed to allow Prime to make deductions from Your Settlement as reimbursement for those advances. Because those advances are not capable of determination at the time of the execution of this Agreement, they shall be disclosed to You from time to time in Your Settlement. To the extent Prime is required to disclose deductions to You, that requirement regarding any such deductions shall be deemed fulfilled through Prime providing You with a Settlement. However, upon request, Prime will provide You copies of those documents which are necessary to determine the validity of the charge. Computation of each item shall be on the basis of the actual amount of each advance, charge or expense. If You have not objected to any such deduction in writing within ninety (90) days of the date of the Settlement, the deduction shall be deemed ratified by You.

19. NEGATIVE BALANCE. If You have a negative balance on Your Settlement after calculating all payments due, You, less all deductions authorized herein, and if Prime has not offset that negative amount against Your security deposit, You agree to pay to Prime interest on such negative balance at a rate equal to the average yield on Ninety-One-Day, Thirteen-Week Treasury Bills as established in the weekly auction by the Department of Treasury. Interest shall be paid on the average weekly amount of Your negative balance.

If You have a substantial negative balance so that Your cash flow is affected, and if Prime agrees, You may convert some or all of that negative balance to periodic payments to Prime (the "Advance"). In that event You and Prime shall agree on the frequency of payments and You agree to pay to Prime interest on the Advance at the rate of 12% per annum. Provided, however, in the event the Prime Rate (of U. S. money center commercial banks as published in The Wall Street Journal) shall equal or exceed 10%, You agree to pay to Prime interest on the Advance at the Prime Rate plus 2%.

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20. FREIGHT BILLS AND TARIFFS. Prime shall provide You with a copy of Prime's rated freight bill or a computer-generated document containing the same information, and, upon request, You shall have the right to examine Prime's tariffs at all reasonable times, as well as documents from which contract rates and charges are computed. Mileage is based on the latest version of the Household Goods Carrier's Bureau Mileage Guide, unless otherwise specified by Prime's customers.

21. PRIME'S SERVICES, PRODUCTS AND EQUIPMENT. You shall not be required to purchase or rent any products, equipment or services from Prime as a condition of entering into this Agreement. In the event that You elect to purchase or rent any products, equipment or services from or through Prime, You agree that Prime may deduct amounts due for such products, equipment or services from the compensation due You. You and Prime agree that such amounts will include the cost of such products, equipment or services and may include amounts to cover Prime's administrative costs, either direct or indirect, of securing, offering and maintaining such products, equipment and services.

22. TERMINATION. Either party may terminate this Agreement by giving thirty (30) days' written notice of such intention to the other party. In the event either party commits a material breach of this Agreement, the other shall have the right to terminate this Agreement by giving five (5) days' written notice of such intention. Shipping requirements of Prime's customers are an essential part of Prime's business, and failure to adhere to such requirements may be deemed to be a material breach of this Agreement. The DOT has charged Prime with the duty of requiring You to observe safety standards while operating the Equipment under Prime's authority. It is agreed that Prime may terminate this Agreement immediately if it has information or knowledge or belief that the safety of the public is being endangered by You or Your agents or employees in the operation of the Equipment. In the event this Agreement is terminated by either party or upon the expiration of this Agreement, You shall, within forty-eight (48) hours, return all of Prime's property to Prime at a location specifically designated by Prime. If You shall fail to return Prime's property as provided herein, You shall be responsible for all expenses incurred by Prime in securing the proper return of said property. Such expenses may be charged back against any amounts owed You by Prime.

23. NOTICES. All notices, requests, instructions, consents and other communications to be given pursuant to this Agreement shall be in writing and shall be deemed received (i) on the same day if delivered in person, by same day courier or by telegraph, telex or facsimile transmission; (ii) on the next day if delivered by overnight mail or courier; or (iii) on the date indicated on the return receipt, or if there is no such receipt, on the third calendar day (excluding Sundays) if delivered by certified or registered mail, postage prepaid, to the party for whom intended to the following addresses:

If to Prime:

Manager, Contractor Relations
P.O. Box 4208
Springfield, MO 65808

If to Contractor:

HALLMARK TRUCKING LLC

REDACTED

Each party may, by written notice given to the other in accordance with this

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Agreement, change the address to which notices to such party are to be delivered.

24. RELATIONSHIP OF PARTIES. The parties intend to create by this Agreement the relationship of Carrier and Independent Contractor and not an employer/employee relationship. You are and shall be deemed for all purposes to be an Independent Contractor, not an employee of Prime. Neither You, Your employees, agents or servants, if any, are to be considered employees of Prime at any time, under any circumstance or for any purpose.

25. ASSIGNMENT. You shall not assign this Agreement or any rights or obligations hereunder to anyone without the written consent of Prime.

26. DESIGNATION OF PAYEE. You agree that, in the event there is more than one (1) individual named as the Contractor on the face page of this Agreement, that those persons so named will designate in writing which one of them shall be entitled to receive the weekly Settlement check due under the terms of this Agreement. Any change in such designation must be in writing and must be executed by all individuals named as Contractor herein. The purpose of this paragraph is to allow Prime to make one (1) Settlement check payable to one (1) of the individuals named as Contractor without retaining any exposure whatsoever for payment to the other named Contractor.

The following named Co-Contractor is hereby designated as the individual to receive all weekly Settlement checks in this name only:

APPROVED: _____

27. MODIFICATION OF SCHEDULES. From time to time during the term of this Agreement amounts required to purchase insurance from a Prime affiliate or through Prime, lease or purchase payments, reserve account requirements, Qualcomm user fees and other like items may be changed from those amounts set forth on the Schedules attached hereto by the person making such charges. In such event and upon receipt in writing of notice of such modification by Prime from the person making the modification, Prime shall notify You in writing of such change. Unless You instruct Prime in writing to the contrary within ten (10) days of the date of Prime's notice to You, the appropriate Schedule shall be deemed modified to reflect the new amount being charged and the Schedule shall be deemed by the parties as being amended accordingly.

28. SET-OFF. You hereby grant to Prime the right of immediate set off against Your weekly Settlement of all amounts due from You to Prime under the terms of this Agreement.

29. LEASE EXPENSES ADVANCES. If You lease Your Tractor from Success Leasing, Inc. ("Success"), Your Lease contains financial obligations in addition to Lease Charges, Excess Mileage Charge and Tire Replacement Reserve. Those additional obligations are found in paragraphs 10, 12, 14, 15, 17 and 19(d) of Your Lease. Those obligations may be advanced by Success or Prime on Your behalf. In the event they are, You hereby authorize Prime to deduct from Your

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Settlement or Your Performance Bond amounts equal to such advances and remit to the entity which made the advance. The amount deducted shall be the actual cost of each such obligation.

30. **GOVERNING LAW AND ARBITRATION.** THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MISSOURI. ANY DISPUTES ARISING UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING AN ALLEGATION OF BREACH THEREOF, AND ANY DISPUTES ARISING OUT OF OR RELATING TO THE RELATIONSHIP CREATED BY THE AGREEMENT, AND ANY DISPUTES AS TO THE RIGHTS AND OBLIGATIONS OF THE PARTIES, INCLUDING THE ARBITRABILITY OF DISPUTES BETWEEN THE PARTIES, SHALL BE FULLY RESOLVED BY ARBITRATION IN ACCORDANCE WITH MISSOURI'S ARBITRATION ACT AND/OR THE FEDERAL ARBITRATION ACT. ANY ARBITRATION BETWEEN THE PARTIES WILL BE GOVERNED BY THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "RULES"). THE PARTIES SPECIFICALLY AGREE THAT NO DISPUTE MAY BE JOINED WITH THE DISPUTE OF ANOTHER AND AGREE THAT CLASS ACTIONS UNDER THIS ARBITRATION PROVISION ARE PROHIBITED. IN THE EVENT OF CONFLICT BETWEEN THE RULES AND THE PROVISIONS OF THIS AGREEMENT, THE PROVISIONS OF THIS AGREEMENT SHALL CONTROL. EXCEPTIONS/CLARIFICATIONS OF THE RULES INCLUDE: (i) THE PROCEEDINGS SHALL BE CONDUCTED BY A SINGLE, NEUTRAL ARBITRATOR TO BE SELECTED BY THE PARTIES, OR, FAILING THAT, APPOINTED IN ACCORDANCE WITH THE RULES, (ii) THE SUBSTANTIVE LAW OF THE STATE OF MISSOURI SHALL APPLY, AND (iii) THE AWARD SHALL BE CONCLUSIVE AND BINDING. A DEMAND FOR ARBITRATION SHALL BE FILED NOT LATER THAN ONE (1) YEAR AFTER THE DISPUTE ARISES OR THE CLAIM ACCRUES, AND FAILURE TO FILE SAID DEMAND WITH THE ONE (1) YEAR PERIOD SHALL BE DEEMED A FULL WAIVER OF THE CLAIM. THE PLACE OF THE ARBITRATION HEREIN SHALL BE SPRINGFIELD, MISSOURI. BOTH PARTIES AGREE TO BE FULLY AND FINALLY BOUND BY THE ARBITRATION AWARD, AND JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES AGREE THAT THE ARBITRATION FEES SHALL SPLIT BETWEEN THE PARTIES, UNLESS CONTRACTOR SHOWS THAT THE ARBITRATION FEES WILL IMPOSE A SUBSTANTIAL FINANCIAL HARDSHIP ON CONTRACTOR AS DETERMINED BY THE ARBITRATOR, IN WHICH EVENT PRIME WILL PAY THE ARBITRATION FEES.

31. **ENTIRE AGREEMENT.** This Agreement shall be comprised of this document executed below by You and Prime as well as all Schedules initialed by You (as amended from time to time as herein provided). Together they constitute the entire agreement between the parties hereto and may not be modified or amended except by written agreement executed by both parties or, in the case of the Schedules, as otherwise herein provided.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first written herein.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

NEW PRIME, INC.

By: _____

"Prime"

5/31/2013

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DATE _____

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By Your initials
on this page You
acknowledge receipt
of a copy of this
Agreement from Prime.

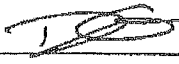

HALLMARK TRUCKING LLC

"Contractor"

"Co-Contractor"

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INDEPENDENT CONTRACTOR OPERATING AGREEMENT
 SCHEDULE 1
 Reefer Division

PAYMENT

Payments made to You by Prime under paragraph 3 of the Agreement shall be as follows:

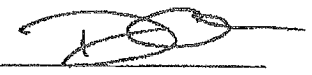
1. **PERCENTAGE OF REVENUE.** Prime shall pay You 72% of the line haul revenue received by Prime for freight transported by You. The phrase "line haul revenue" means all amounts paid by Prime's customers for transportation of freight exclusive of accessorial charges. Accessorial charges are charges made by Prime to the customer for goods and services in addition to freight transportation, including but not limited to such things as loading and unloading, special permits, pallets, tarp fees and shag fees. Not all accessorial charges will be designated by the customer as separate from the "line haul revenue", but shall be itemized by Prime on the freight bill as a separate charge and for purposes of this paragraph shall not be included in the "line haul revenue". Examples are the following charges that shall be deducted from "line haul revenue" when determining payment to You: (i) all pallets that are not provided or paid for by the customer shall be charged up to \$5.00 per pallet per load; (ii) all amounts paid by Prime to You or a third party for loading and unloading in excess of that paid by the customer; and (iii) all amounts paid by Prime to You or a third party for tarp and shag fees in excess of that paid by the customer. Prime may make surcharges to some customers for fuel (tractor and/or refrigerated unit) or for liability and cargo insurance above the minimum required by law. When these surcharges are made, they shall be so designated on Prime's freight bill and itemized as a separate charge. For purposes of this paragraph, such charges shall not be included in the "line haul revenue". In addition, all amounts paid by Prime to you for fuel surcharges (tractor and/or refrigerated unit) in excess of that paid by customer will be deducted from linehaul. All fuel surcharges collected from customer in excess of amounts paid to you by Prime shall be added to linehaul.

2. **REVENUE AVERAGING.** Subject to the terms, conditions and limitations contained in the Agreement, You shall receive no less than \$1.02 per authorized dispatched mile while operating the truck. Revenue paid to You shall be reconciled every 100,000 authorized dispatched miles. If revenue paid You at any time during the reconciliation period averages below \$1.02 per mile while operating the truck Prime shall make advances to You sufficient to bring Your average revenue up to the stated minimum. Thereafter, if your revenue increases sufficiently so, as to average in excess of the stated minimum, Prime will be entitled to recover from You that portion of such advances that caused Your revenue to average above the stated minimum, and You authorize Prime to deduct such amount from Your Settlement.

3. **RECOVERY UPON TERMINATION.** If You terminate this Agreement prior to the end of any single reconciliation period, and You have averaged less than \$1.02 per authorized dispatched mile while operating the truck, but have received advances up to that amount, You agree to repay Prime the difference between the actual average rate per mile and \$1.02 per mile while operating the truck and agree that such amount may be deducted from Your security deposit.

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4. EQUIPMENT. You agree to furnish Your own tools and equipment necessary for Your operations including, but not limited to, a pulp thermometer, two load locks, a trailer security lock approved by Prime, wrenches sufficient to adjust tractor and trailer brake assemblies, fire extinguisher, flashlight, and a minimum of three reflective/warning highway triangles.

NEW PRIME, INC.

Date: _____

By: _____

"Prime"

Date: _____

HALLMARK TRUCKING LLC

"Contractor"

5/31/2013

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EXHIBIT 19INDEPENDENT CONTRACTOR OPERATING AGREEMENT
SCHEDULE 2HALTLL
620592
5/31/2013Equipment:Year 2012 Make FRGHT Serial Number 1FUJGLDR9CSBA3671Leased From: SUCCESS LEASING

Purchased From: _____

Payments:Commencing 5/31/2013 For 92 Weeks

\$ _____ per week for _____ weeks plus _____ cents per mile

\$ 882.00 per week for 40 weeks plus 4.5 cents per mile\$ 862.00 per week for 52 weeks plus 4.5 cents per mileReserve Accounts:Tire Replacement Reserve2.0 cents per mileRepair and Tire Replacement Reserve

_____ cents per mile

Additional Payments:Excess Mileage Charge: As defined in your lease

_____ cents per mile

Qualcomm:Leased From: SUCCESS LEASINGI HEREBY REQUEST AND AUTHORIZE PRIME TO MAKE THE ABOVE
PAYMENTS THROUGH DEDUCTIONS FROM MY WEEKLY SETTLEMENTS.
CONTRACTORDATE 5-31-13

5/31/2013

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EXHIBIT 19INDEPENDENT CONTRACTOR OPERATING AGREEMENT
SCHEDULE 3

I hereby authorize Prime to deduct the following amounts from my Settlement to be applied to the accounts as indicated during the term of this Agreement.

Account	Amount	Schedule	Initial
License and Permits (1)	\$ 37.50	Per Week	
Performance Bond (1)	\$ 20.00	Per Week (50)	
Operating Statements (2)	\$ 15.00	Per Week	
Accounting Services (3)	\$ 6.75	Per Week	
Admin./Citations (2)	\$ 10.00	Per Occurrence	
Fuel Card (2)	\$ 1.00	Per Week	
Express Code (2)	\$ 2.55	Per Occurrence	
Occupational Accident (3)	\$ 55.73	Per Week	
F.H.U.T. (1)	\$ 10.58	Per Week	
Fuel and Road Use Tax (4) <u>2</u> cents		Per Mile	
Scanning (6) \$ <u>5.00</u>		Per Week	

Notes:

- (1) Actual cost.
- (2) Administration fee charged by Prime.
- (3) Actual premium charged by agent or broker or outside service provider.
- (4) Actual cost, reconciled monthly.
- (5) Fee charged by Prime
- (6) Fee charged by Prime, includes administrative Fees.

5/31/2013

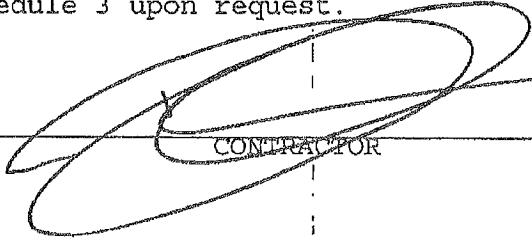
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In the event there are not sufficient funds available in my Settlements to make the above deductions, I agree that Prime is under no obligation to make such deductions even though defaults in my obligations might occur. Prime may make deductions from my Settlement necessary to set-off against all amounts due Prime under the terms of the Agreement. This Schedule shall be modified from time to time as provided in paragraph 27 of the Agreement. You shall be afforded copies of documents to verify the validity of any deduction under this Schedule 3 upon request.




CONTRACTOR5-31-13

DATE

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ADDENDUM TO INDEPENDENT CONTRACTOR OPERATING AGREEMENT

THIS ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT is made and entered into this 31st day of May, 2013 by and between NEW PRIME, INC. ("Prime") and HALLMARK TRUCKING LLC ("Contractor" or "You") for the specific purpose of amending and supplementing the Independent Contractor Operating Agreement between Prime and You dated 5/31/2013 (the "Agreement").

NOW THEREFORE, in consideration of the mutual covenants contained in the Agreement and the additional mutual covenants herein contained and for other good and valuable consideration, it is hereby agreed as follows:

A. From time to time from the above date forward, Prime may in its discretion provide you with financial benefits which it is not obligated to provide under the Agreement. These benefits may be in the form of, among other things, payment of a fuel surcharge, downtime, agent or brokerage fees, motel payments or reimbursements, layover pay, longevity payments and detention. In addition, Prime in its discretion may charge you less than the amount provided in the Agreement for cargo claims, trailer damage and liability claims. All of such benefits identified in this paragraph A. shall be referred to herein as "Contingent Obligations."

B. You agree that the Contingent Obligations are true and valid obligations of You to Prime for the limited purpose set forth in this Addendum. With regard to the Contingent Obligations, You agree that Prime shall be entitled to repayment of all such amounts only as a set-off or recoupment to any damages that You may claim or that another person may claim on Your behalf in any lawsuit, charge, administrative proceeding, arbitration, mediation, or other claim.

NEW PRIME, INC.

By: _____

"Prime"

"Contractor"

5/31/2013

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EXHIBIT 20LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made and entered into this 31 day of May 2013, by and between SUCCESS LEASING, INC. ("Success") and ("You" or "Lessee").

1. **LEASE.** Success hereby leases to You the Tractor described in Schedule "A" for the period of time provided therein.

2. **LEASE CHARGES.** You agree to pay Success during the term of this Lease those charges itemized in Schedule A together with interest in an amount equal to the average yield on Ninety-One-Day Thirteen Week Treasury Bills as established in the weekly auction by the Department of Treasury on all amounts past due. Your Lease payments shall continue during any period the Tractor is being repaired or otherwise is not in service. You shall authorize these Lease Charges to be deducted from Your weekly settlement by any carrier You lease the Tractor to and remitted to Success, and You and Success will require that carrier to provide You with an accounting of the deductions or Success will do so as it receives the payments. You may demand an accounting of the amounts paid by You at any time.

3. **OPTION TO PURCHASE.** If you are current in Your obligations under this Lease, You will have the option to purchase the Tractor on the date and for the amount set forth on Schedule C. You must give Success a minimum of thirty (30) days' notice that You intend to purchase. If You do purchase the Tractor, Success MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE TRACTOR OR YOUR INTENDED USE OF IT. IT WILL BE SOLD ON AN "AS-IS" BASIS.

4. **EXCESS MILEAGE CHARGE.** One of the lease charges referred to in Paragraph 2 is the Excess Mileage Charge. The Excess Mileage Charge is based on the accumulated average weekly miles the Tractor travels in excess of the mileage shown in Schedule A. The Excess Mileage Charge shall be adjusted and paid by You weekly based upon the average miles the Tractor travels. If You exercise Your option to purchase, Success shall pay to You an amount equal to the entire Excess Mileage Charge paid by You.

5. **TIRE REPLACEMENT RESERVE.** During the term of this Lease, You agree to place in a Tire Replacement Reserve an amount equal to 2 cents per mile that the Tractor travels. You shall authorize the Tire Replacement Reserve amount to be deducted from Your weekly Settlement by any carrier You lease the Tractor to and remitted to Success, and You and Success will require that carrier to provide You with an accounting of the deductions or Success will do so as it receives the payments. You may demand an accounting of the amounts paid by You to the Tire Replacement Reserve at any time.

The Tire Replacement Reserve shall be used to purchase tires for the Tractor while this Lease is in effect. During that time, Success shall pay to You interest equal to the average yield on Ninety-One-Day Thirteen-Week Treasury Bills as established in the weekly auction by the Department of Treasury. Interest shall be paid to You quarterly. Upon termination of this Lease, Success shall retain out of the Tire Replacement Reserve an amount equal to the cost attributable to the amount of wear on the tires which occurred during the time this Lease was in effect. The calculation of such costs shall

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29 Field

Liz Miller, CCR

7-26-19
Alpha Reporting & Video

CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER

PRIME-000584

EXHIBIT 20

be based on the wear of each tire measured in one thirty-seconds of an inch of useable tire remaining at the time of termination. Because the types of tires and their costs vary the resulting calculations may also vary and it is not possible to include an exact calculation of cost in this Lease. However, Success will make available to You upon request, all information necessary to calculate the cost to You attributable to the wear on Your tires at any given time. The balance of the Tire Replacement Reserve, less amounts set off as provided in paragraph 21, shall be paid to You. In the event You exercise Your option to purchase, all amounts accumulated in the Tire Replacement Reserve, less amounts set off as provided in paragraph 21, shall be paid to You. All amounts to be returned to You from the Tire Replacement Reserve, after authorized deductions, shall be returned within forty-five (45) days following termination of this Lease Agreement.

If You do not have enough money in the Tire Replacement Reserve to purchase replacement tires, Success may elect to advance You the money to do so. The amount of that advance shall be reflected as a negative balance in the Tire Replacement Reserve on Your Weekly Settlement. You shall pay Success interest equal to the average yield on Ninety-One-Day, Thirteen-Week Treasury Bills, as established on The Weekly Auction by the Department of Treasury on the outstanding balance of all such advances. Interest shall be charged weekly.

6. Nature of Agreement. The relationship between Success and You shall be that of Lessor and Lessee, respectively. This Lease constitutes a lease and not a security agreement, under which You only have use of the Tractor and the right to exercise the option to purchase the Tractor in accordance with the conditions contained herein.

7. USE. You shall assure that all drivers are competent, licensed drivers and DOT certified (per FMCSR) who are under Your control and direction and that they will not abuse the Tractor and will operate it with reasonable care subject to provisions of this Agreement. You agree to notify Success of the name of any motor carrier to whom You lease the Tractor. In the event You move the Tractor from one motor carrier to another, You agree that You will comply with all government regulations, including obtaining the appropriate insurance. You may not move the Tractor from one carrier to another until and unless You are current on Your lease payments to Success and do not otherwise owe Success any money under the terms of this Lease.

8. SUB-LEASE. You shall not sublet the Tractor without the written consent of Success.

9. ORDER OF PAYMENT. You shall require the carrier to which You lease Your Tractor to distribute all amounts earned by You for use of Your Tractor to be distributed in the following order:

- a) Amounts owed carrier;
- b) Lease payment;
- c) Excess Mileage Charges;
- d) Tire Replacement Reserve; and
- e) Balance to You.

10. CHANGES, ALTERATIONS AND IMPROVEMENTS. You will not add, change or remove any items which are affixed to the Tractor, including, but not limited to, any speed controls, Qualcomm units, Vorad units, and any painting or

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EXHIBIT 20

ornamentation unless Success gives You written permission. If You return the Tractor to Success, any item you affixed with the approval of Success may be removed only if removal will not damage or lessen the value of the Tractor. You will pay for the removal. Any alteration Success does not approve in writing will be removed at Your expense.

If the Qualcomm unit is damaged or lost, You agree to reimburse Success the entire cost incurred by Success in repairing or replacing the unit. If the Qualcomm unit is not returned upon termination of this Lease, You agree to reimburse Success their costs incurred in replacing the unit and You hereby authorize any carrier to whom You are leased to deduct such cost from Your Final Settlement. If funds are not available to do so, You agree to pay Success their cost of collection, including reasonable attorneys fees.

11. INSPECTION. Success has the right to inspect the Tractor at any reasonable time or place. You agree to return the Tractor to Springfield, Missouri or other place Success specifies for its inspection.

12. MAINTENANCE AND REPAIRS. You agree to pay all costs required to repair, operate and maintain the Tractor, including: (i) taking all steps necessary to maintain any manufacturer's warranty, and (ii) changing the oil and all filters per the Tractor's specifications. However, You shall only pay Fifty per cent (50%) of all costs, in excess of Five Hundred Dollars (\$500.00) to repair or replace any driveline components and One Hundred per cent (100%) of all costs less than Five Hundred Dollars (\$500.00) to repair or replace any driveline components. The drive line components are the engine, transmission, differentials and engine cooling system. You agree to comply with the maintenance procedures established by Success. As proof of compliance, You shall supply Success with all requested invoices, purchase orders and similar documents evidencing compliance with the maintenance procedures. In the event You shall fail to maintain the Tractor as required by Success, Success may take possession of the Tractor, perform the maintenance and charge the cost of maintenance to You. Further, if You shall fail to maintain the Tractor as required by Success, the warranty set forth in paragraph 13 hereof may not apply to the Tractor and You shall pay One Hundred per cent (100%) of all costs to repair or replace driveline components damaged as a result thereof.

In maintaining the Tractor, as required by this provision, You may, at Your election, purchase tires, repair parts or maintenance services from outside vendors recommended by Success. Nothing in this Agreement, however, obligates You to use any particular vendor or maintenance facility recommended by Success. If You do choose to utilize such vendors, then You understand and acknowledge that Success may, from time to time, obtain volume discounts or rebates from such vendors as a result of the volume purchases of goods or services by Success. You agree that any discount or rebate may be retained in whole or in part by Success, provided, however, that upon Your written request, Success will provide You with additional information regarding any such volume discounts or rebates that may apply to any purchases You may choose to make.

13. WARRANTY. The only warranty applicable to the Tractor is the Manufacturer's Warranty. Success makes no further warranty or representation,

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either express or implied, as to the merchantability, fitness, quality, design, condition, capacity, suitability or performance of the Tractor.

THE MANUFACTURER'S WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE TRACTOR AND IS EXPRESSLY IN LIEU OF ANY WARRANTIES OR CONDITIONS OTHERWISE IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES UNDER THE WARRANTIES SHALL BE THE ONLY REMEDIES AVAILABLE TO YOU OR ANY OTHER PERSON. SUCCESS SHALL NOT BE LIABLE FOR LOSS OF USE OF THE TRACTOR, LOSS OF TIME, INCONVENIENCE OR OTHER CONSEQUENTIAL DAMAGES.

14. LICENSES, PERMITS AND TAXES. You shall pay all excise, rental, road, sales and use taxes, license and permit fees and all other taxes or fees assessed by any governmental authority by reason of the use, operation or maintenance of the Tractor.

15. COOPERATION. You agree to keep Success informed of any major problems, attachments, liens or encumbrances which arise in connection with the operation of the Tractor and to report information relating to any accident or lawsuit which occurs. You will cooperate with Success and with the insurers in the investigation, prosecution and defense of any claims or suits arising from the operation of the Tractor.

16. INDEMNITY. YOU AGREE TO HOLD SUCCESS HARMLESS AND TO INDEMNIFY SUCCESS AGAINST ALL CLAIMS, LOSSES, DAMAGES AND EXPENSES, INCLUDING ATTORNEYS' FEES (I) ARISING OUT OF YOUR ACTS OR OMISSIONS OR THOSE OF YOUR AGENTS AND EMPLOYEES, AND (II) AGAINST ALL CLAIMS AGAINST SUCCESS BY YOU AND YOUR AGENTS AND EMPLOYEES. YOU SHALL ASSUME AND PAY THE FIRST \$1,000 OF ANY EXPENSE ARISING OUT OF LOSS OF OR DAMAGE TO THE TRACTOR, PER OCCURRENCE.

17. LEASE COMPLETION INCENTIVE. If You complete the full term of this Lease, Success agrees to pay to You an amount equal to 3.25 cents per authorized dispatched mile traveled by the Tractor, while this Lease is in effect together with an amount equal to the entire Excess Mileage charge paid by You.

18. TERMINATION.

(a) Expiration. Unless it shall have been extended by the parties, this Lease shall terminate upon the expiration of the stated term hereof without the need for further action by either of the parties. Either party may exercise the early termination of this lease as provided for in schedule "D". In no event shall the term of the lease be less than seventy weeks or the initial lease term.

(b) Termination Upon Breach. Either party may terminate this Lease upon five (5) days' written notice thereof to the other party upon the breach by the other party of its obligations hereunder including, but not limited to, Your failure to pay when due any rental or other amount required to be paid by this Lease or Your failure to make available sufficient funds for the Tire Replacement Reserve as herein provided. Upon the expiration of such notice, this Lease shall terminate without the need for further action by either party; provided, however, that if the breach upon which such notice of termination is based shall have been

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fully cured to the reasonable satisfaction of the non-breaching party within such five (5) day period, then such notice of termination shall be deemed rescinded and this Lease shall be deemed reinstated and in full force and effect. Such right of termination shall be in addition to such other rights and remedies as the terminating party may have under applicable law.

(c) Termination Upon Certain Contingencies. Success may terminate this agreement concurrently upon written notice to You upon any of the following contingencies: (i) the appointment of a receiver for Your assets, (ii) commencement by or against You of any proceedings in bankruptcy, receivership or insolvency or an assignment for the benefit of Your creditors, (iii) abandonment of the Tractor by You or voluntary surrender of the Tractor by You to Success, or (iv) impoundment, attachment or any other taking of possession of the Tractor through judicial process, or (v) use of the Tractor for any unlawful purpose or any unlawful activity in or around the Tractor, or (vi) intentionally damaging, disabling, or removing safety equipment provided with or installed on the Tractor.

(d) Rights and Duties Upon Termination. Upon termination of this Lease, You agree (i) to immediately pay to Success any amounts due under the terms of this Lease, (ii) pay to Success any expenses incurred in returning the Tractor to the condition it was when leased, ordinary wear and tear excepted, said condition to be governed by Schedule "E" hereto, (iii) replace any equipment or accessories which are missing from the Tractor, (iv) return the Tractor to the offices of Success in Springfield, Missouri or to a closer alternative if Success so elects, and (v) pay to Success all costs incurred in securing possession of the Tractor, including reasonable attorneys' fees, in the event You do not voluntarily return the Tractor to Success.

19. PERSONAL PROPERTY. Success assumes no responsibility for loss or damage to personal property in the Tractor at the time Success gains possession of the Tractor. Success shall attempt to secure the property and give You notice. If You do not claim possession or advance to Success the costs to send You the items within thirty (30) days of the date Success secured possession of the Tractor, You agree that Success may dispose of such property... (b) However, Success Leasing will reimburse the contractor for up to \$3000 for loss of personal items in the truck (NOT including jewelry, cash, coins or checks) when such loss is caused solely by the perils of collision, upset, overturn or fire and are not caused by acts or omissions of contractor or contractor's employees. Success Leasing reserves the right to demand proof of loss of any claimed item.

20. SET-OFF.

(a) Termination of Lease. If this Lease is terminated prior to the expiration of its term, You grant Success the right to require any carrier that You are leased with, and You shall so authorize that carrier, to off set against any amounts due You by the carrier an amount sufficient to cure any deficiencies in Lease charges, Tire Replacement Reserve, Excess Mileage Charges, or any other amounts due Success, by virtue of advances

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EXHIBIT 20

made on Your behalf for items referred to in paragraph 21, and to pay those amounts directly to Success.

(b) Completion of Lease. At the time You complete the full term of this Lease, You grant to Success the right to set off against any amounts due You from the Tire Replacement Reserve and any incentives earned by you for completion of this Lease, any amounts due Success by virtue of advances made on Your behalf for items referred to in paragraph 21 under the terms of this Lease. Also, in the event the Tire Replacement Reserve has a negative balance, Success may set off from any incentives earned by You for completion of this Lease amounts sufficient to zero balance the Tire Replacement Reserve. You further authorize Success to offset against any amounts due You under the terms of this Lease, any amounts due the carrier to whom You are leased, and to remit such amounts to that carrier upon its request.

21. ADVANCES. Paragraphs 10, 12, 14, 16 and 18(d) contain financial obligations for which You are responsible. The amount of those obligations shall be the actual cost of each. All such amounts as You are required to pay for obligations arising out of the paragraphs set forth above may be advanced by Success or Success may cause the carrier to whom You are leased to make such advance. You shall authorize any such advances to be deducted by any carrier You are leased to from any Settlement You have with that carrier and remitted to the entity who advanced them. If any of the advances are not repaid in that manner, they shall be repaid in accordance with paragraph 21 hereof.

22. ASSIGNMENT. You may not assign Your rights under this Lease without the written consent of Success. Success may assign this Lease.

23. NOTICES. All notices, requests, instructions, consents and other communications to be given pursuant to this Agreement shall be in writing and shall be deemed received (i) on the same day if delivered in person, by same day courier or by telegraph, telex or facsimile transmission; (ii) on the next day if delivered by overnight mail or courier; or (iii) on the date indicated on the return receipt, or if there is no such receipt, on the third calendar day (excluding Sundays) if delivered by certified or registered mail, postage prepaid, to the party for whom intended to the following addresses:

If to Success:

Success Leasing, Inc.
P.O. Box 4706
Springfield, MO 65808

If to Lessee:

HALLMARK TRUCKING LLC

REDACTED

Each party may by written notice given to the other in accordance with this Agreement change the address to which notices to such party are to be delivered.

24. GOVERNING LAW AND ARBITRATION. THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MISSOURI. ANY DISPUTES ARISING UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING AN ALLEGATION OF BREACH THEREOF, AND ANY DISPUTES ARISING OUT OF OR RELATING TO THE RELATIONSHIP CREATED BY THE AGREEMENT, AND ANY DISPUTES AS TO THE RIGHTS AND OBLIGATIONS OF THE PARTIES, INCLUDING THE ARBITRABILITY OF DISPUTES BETWEEN THE PARTIES, SHALL BE FULLY RESOLVED BY

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EXHIBIT 20

ARBITRATION IN ACCORDANCE WITH MISSOURI'S ARBITRATION ACT AND/OR THE FEDERAL ARBITRATION ACT. ANY ARBITRATION BETWEEN THE PARTIES WILL BE GOVERNED BY THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "RULES"). THE PARTIES SPECIFICALLY AGREE THAT NO DISPUTE MAY BE JOINED WITH THE DISPUTE OF ANOTHER AND AGREE THAT CLASS ACTIONS UNDER THIS ARBITRATION PROVISION ARE PROHIBITED. IN THE EVENT OF CONFLICT BETWEEN THE RULES AND THE PROVISIONS OF THIS AGREEMENT, THE PROVISIONS OF THIS AGREEMENT SHALL CONTROL. EXCEPTIONS/CLARIFICATIONS OF THE RULES INCLUDE: (I) THE PROCEEDINGS SHALL BE CONDUCTED BY A SINGLE, NEUTRAL ARBITRATOR TO BE SELECTED BY THE PARTIES, OR, FAILING THAT, APPOINTED IN ACCORDANCE WITH THE RULES, (II) THE SUBSTANTIVE LAW OF THE STATE OF MISSOURI SHALL APPLY, AND (III) THE AWARD SHALL BE CONCLUSIVE AND BINDING. A DEMAND FOR ARBITRATION SHALL BE FILED NOT LATER THAN ONE (1) YEAR AFTER THE DISPUTE ARISES OR THE CLAIM ACCRUES, AND FAILURE TO FILE SAID DEMAND WITH THE ONE (1) YEAR PERIOD SHALL BE DEEMED A FULL WAIVER OF THE CLAIM. THE PLACE OF THE ARBITRATION HEREIN SHALL BE SPRINGFIELD, MISSOURI. BOTH PARTIES AGREE TO BE FULLY AND FINALLY BOUND BY THE ARBITRATION AWARD, AND JUDGEMENT MAY BE ENTERED ON THE AWARD IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES AGREE THAT THE ARBITRATION FEES SHALL BE SPLIT BETWEEN THE PARTIES, UNLESS CONTRACTOR SHOWS THAT THE ARBITRATION FEES WILL IMPOSE A SUBSTANTIAL FINANCIAL HARDSHIP ON CONTRACTOR AS DETERMINED BY THE ARBITRATOR, IN WHICH EVENT SUCCESS WILL PAY THE ARBITRATION FEES.

25. ENTIRE AGREEMENT. This Lease together with the schedules attached hereto constitute the entire agreement between the parties and may not be modified, amended, altered or changed except by written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first written herein.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

SUCCESS LEASING, INC.

By: _____

"Success"

HALLMARK TRUCKING LLC

"Lessee"

By Your initials on this page, You acknowledge receipt of a copy of this Lease Agreement from Success.

INITIAL TS

DATE 5-31-13

5/31/2013

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EXHIBIT 20SCHEDULE A
SUCCESS LEASE AGREEMENT

TRACTOR UNIT # 620592 OWNER CODE: HALTLL
 DATE OF LEASE 5/31/2013 CONTRACTED TO: PRIME
 LESSEE'S NAME HALLMARK TRUCKING LLC
 BUS. ADDRESS: REDACTED

PHONE NO. REDACTED FED. TAX ID or SSN: REDACTED

MAKE/MODEL YR. FRGHT / 20120209 2012
 DESCRIPTION REEFER
 SERIAL # 1FUJGLDR9CSBA3671

1. Tractor is being Leased, commencing 5/31/2013.

Payment is:

\$ <u>882.00</u>	per week for	<u>40</u>	weeks, plus	<u>4.5</u>	cents per mile
\$ <u>862.00</u>	per week for	<u>52</u>	weeks, plus	<u>4.5</u>	cents per mile

Any partial weeks will be charged at 1/7th of a week's payment per day and four and one-half (4.5) cents or less if applicable per mile.

After leasing equipment through Lessor for Six (6) continuous years, Lessee shall be entitled to a half Cent (\$.005) per mile reduction in mileage charge.

After leasing equipment through Lessor for Eight (8) continuous years, Lessee shall be entitled to an additional half Cent (\$.005) per mile reduction in mileage charge.

2. Excess Mileage Charge will be:

THREE-YEAR LEASE

2900-3400 MILES/WEEK	\$.05 PER MILE
3401-4100	\$.03 PER MILE
MORE THAN 4100	\$.01 PER MILE

F-B ONLY OR TANKER

2750-3200 MILES/WEEK	\$.05 PER MILE
3201-3800	\$.03 PER MILE
MORE THAN 3800	\$.01 PER MILE

FOUR-YEAR LEASE

2300-3600	\$.05 PER MILE
MORE THAN 3600	\$.07 PER MILE

3. Motor Carrier (Clause 7) PRIME

Address: 2740 N. MAYFAIR AVSPRINGFIELD MO 65803

Date: 5-31-13 Lessee Signature [Signature]

INITIAL [Signature]

DATE 5-31-13

5/31/2013

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EXHIBIT 20

SCHEDULE B
MINIMUM CONDITIONS GUIDELINES

1. **TIRES:** Shall be free of cuts, cracks or excessive alignment or mechanical wear. Front and rear tires shall match original tread (no recaps). Trailer tires or regrooved tires are not acceptable. Tire usage will be charged as provided in Paragraph 5 of the Lease Agreement.
2. **BODY:** Shall have no dented or punctured panels (including fuel tanks), minor scratches and scrapes permissible if total repairs will not exceed \$200.00.
3. **INTERIORS:** Shall be clean, have no tears, burns, damage to seats, seat backs, dashes, headliners, door panels or carpeting. Original radio and other original equipment to be in place and in working order. Gauges, etc., shall be in working order.
4. **ENGINES:** Shall be mechanically sound with no cracked heads or blocks. Shall perform to rated horsepower and pass dyno test per engine manufacturer specs, including no excessive engine crankcase blowby pressure or fluid leaks.
5. **DRIVE TRAIN COMPONENTS:** Transmission and differentials shall be operable as originally provided to customer and without excessive gear noise. Wheel seals shall not have excessive leakage.
6. **GLASS:** Windshield shall not be pitted, chipped or cracked. Windows and mirrors shall not be broken or cracked and all window operating mechanisms will be operable.
7. **ELECTRICAL:** Batteries, starters, alternator, etc., shall be operable. Lights and wiring will be operable with no broken sealed beams, lenses, etc. Heaters and air conditioning systems shall be operable.
8. **FACTORY EQUIPMENT AND IN SERVICE EQUIPMENT:** Factory installed equipment and any equipment installed in unit prior to Lease shall be intact and operable, and free of damage and scrapes. Includes fifth wheel, mudflaps, air fairings, safety equipment, chain boxes, etc.
9. **CHROME AND BRIGHT METAL TRIM:** Bumpers, grab handles, wheel hub caps, grills, etc. originally on unit at time of Lease shall be free from damage and scrapes.
10. **BRAKES:** Front brake lining to have 12/32" or greater remaining lining depth. Rear brake lining to have 16/32" or greater remaining lining depth. Brake drums shall be in good condition with no excessive wear and brake drum diameter should not exceed .120" over the original diameter; for re-boring brake drums finished diameter not to exceed .080" over the original diameter.

Success: KI
 initialed

Date: 5/31/13

Lessee: [Signature]
 initialed

Date: 5-31-13

5/31/2013

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INITIAL [Signature]
DATE 5-31-13

EXHIBIT 20

ADDENDUM TO LEASE

THIS ADDENDUM TO LEASE is made and entered into this 31 day of May 2013, by and between Success Leasing, ("Success") and HALLMARK TRUCKING LLC ("LESSEE" OR "YOU") for the specific purpose of amending and supplementing the Lease between Success and You dated 5/31/2013 (the "Lease").

NOW THEREFORE, in consideration of the mutual covenants contained in the Lease and the additional mutual covenants herein contained and for other good and valuable consideration, it is hereby agreed as follows:

A. From time to time from the above date forward, Success may in its discretion provide You with financial benefits which it is not obligated to provide under the Lease. These benefits may be in the form of, among other things, downtime, longevity benefits, loaner trucks, cost of repairs You are otherwise required to pay, and incentives not earned in accordance with the terms of the Lease. All of such benefits identified in this paragraph A. shall be referred to herein as "Contingent Obligations".

B. You agree that the Contingent Obligations are true and valid obligations of You to Success for the limited purpose set forth in this Addendum. With regard to the Contingent Obligations, You agree that Success shall be entitled to repayment of all such amounts only as a set-off or recoupment to any damages that You may claim or that another person may claim on Your behalf in any lawsuit, charge, administrative proceeding, arbitration, mediation, or other claim.

SUCCESS

By: _____

"Success"

"Lessee"

5/31/2013

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EXHIBIT 20

Schedule "D"

Early Termination Mileage Schedule

<u>Contract weeks completed</u>	<u>Early termination ECM reading</u>
70	462,000
72	467,000
74	472,000
76	477,000
78	480,000
80	484,000
83	493,000
86	501,000
89	509,000
92	516,000
95	523,000
99	534,000
103	544,000
107	553,000
111	562,000
116	574,000
122	590,000
128	605,000
135	624,000
142	640,000

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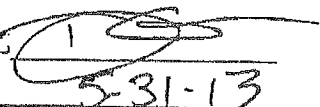
INITIAL DATE 5-31-13

EXHIBIT 21**Carrier / Associate Agreement**Name Dominic Oliveira
PLEASE PRINT**DOT Compliance**

I understand my responsibilities as a DOT certified driver at PRIME Inc. I have been through an orientation class that covered the points of hazardous materials handling.

I hereby agree to abide by all procedures set forth and understand that my failure to do so will result in the appropriate disciplinary action and/or disqualification as a driver at PRIME Inc.

I have been issued and have in my possession a Federal Motor Carrier Safety Regulations handbook

I agree to abide by the U.S. Department of Transportation Safety Regulations, Part 390 through 397.

Name: [Signature]
SIGNATURE OF CONTRACTOR OR DRIVER ASSOCIATEDate: 3-5-2013**UNAUTHORIZED PASSENGERS**

Before allowing any passenger on my unit, I will obtain a valid passenger permit for each passenger from my driver manager. I understand that at no time and under no circumstance will I be allowed to carry an unauthorized passenger on my unit. I further understand that if I do carry an unauthorized passenger on my unit, or violate the terms of the passenger permit, I will be immediately disqualified as a driver.

[Signature]
SIGNATURE OF CONTRACTOR OR DRIVER ASSOCIATE3-5-2013
DATE**WORKER'S COMPENSATION AND UNEMPLOYMENT COMPENSATION
ACKNOWLEDGMENT/AGREEMENT**

To clarify any present or future misunderstandings, New Prime, Inc. and applicants for DOT driver certification agree that, if certified by New Prime, Inc., Missouri will be the exclusive jurisdiction for any and all claims / benefits of Workers' Compensation and Unemployment Compensation types which must be filed with the Missouri Workers' Compensation Court or Unemployment Compensation offices in Jefferson City, Missouri.

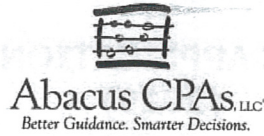
If applicant is certified under DOT regulations by New Prime, Inc. and is then transferred or otherwise becomes a driver in one of New Prime, Inc.'s other divisions, the state in which that division is operated from will be the exclusive point of jurisdiction for any and all claims / benefits of the Workers' Compensation and Unemployment Compensation types, which must be filed with the Division of Workers' Compensation or Interstate Unit of Unemployment Compensation.

[Signature]
Contractor / Associate Signature3-5-2013
DateDominic Oliveira
Print Name[Redacted]
Social Security Number

EXHIBIT

18 Feb
Liz Miller CCR
Alpha Reporting & Video
7-26-19

EXHIBIT 22



LLC ENGAGEMENT LETTER (2019)

This letter defines the engagement for services we will provide.

- 1) The limited liability company (LLC) will be organized in the state of Missouri. Abacus Registered Agent Services, Inc., affiliate of Abacus CPAs, LLC, will serve as the registered agent and office for the LLC.
 - A) We will file Articles of Organization with Secretary of State's Office
 - B) We will file Application for Employer ID Number (Form SS-4)
 - C) Operating Agreement
- 2) The fee to organize the LLC is as follows:

Single member, enrolled in our services \$350, no Registered Agency fee
Single member, not enrolled \$450 + \$150 annual Registered Agency fee **
Multi-member, enrolled in our services \$550, no Registered Agency fee
Multi-member, not enrolled \$650 + \$150 annual Registered Agency fee **
- 3) Abacus Registered Agent Services, Inc. reserves the right to terminate its position as registered agent and office at any time. The member will be informed by letter of the termination. As stated above, the registered agent service will be an additional \$150 per year for member's not enrolled in Abacus CPAs accounting service. **
- 4) Abacus Registered Agent Services, Inc. will mail all the legal documents to the mailing address provided by the member.
- 5) It is the responsibility of the member and LLC to contact Abacus Registered Agent Services, Inc. if there is a change of address, phone number, or members of the LLC.
- 6) Abacus Registered Agent Services, Inc. highly encourages you to seek legal consultation, from a licensed attorney, regarding your liability protection operating under the LLC.
- 7) If the LLC elects to end operations and hire Abacus Registered Agent Services, Inc., to terminate the LLC, the fee is \$250. This fee will include the filing of two forms with the Secretary of State's office and the fees charged by the Secretary of State for each form. (Notice of Winding Up for Limited Liability Company and Articles of Termination for a Limited Liability Company) **

*** Abacus Registered Agent Services, Inc. reserves the right, without prior notice, to change specifications and prices on all services offered without incurring any obligation to you.*

Client Signature

Print

Date

Abacus CPAs, LLC
1835 E. Republic Rd. Suite 200 · Springfield, MO 65804
Phone 417-380-5000 · Fax 417-521-6887

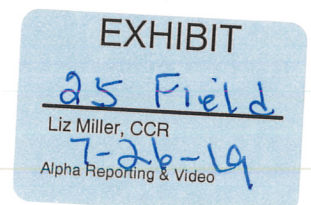


EXHIBIT 22

LLC APPLICATION (2019)

COMPLETE, SIGN & DATE FRONT AND BACK

1. Please provide three names you wish your business to operate under. Please list in order of preference. Business names cannot already be on file with Secretary of State's office.

A) _____, LLC

B) _____, LLC

C) _____, LLC

2. Physical address of business: _____ Mailing address (if different than physical): _____
(Note: the physical address can NOT be a PO Box)

County of residence _____

3. Cell phone #

4. Please print your name and social security number

_____ - -

5. Please provide e-mail address. If none, leave blank.

6. We can charge fees through your truck or to a credit card.

Charge truck in payments? YES NO (circle)

- or -

Credit card type, number, expiration date, and v-code (3 digits on back of card):

Client Signature _____

Print _____

Date _____

FOR OFFICE USE ONLY:

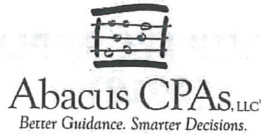
Client ID: _____

Driver Code: _____

Hire Date: _____

Fee: _____

EXHIBIT 22



PARTNERSHIP LLC ENGAGEMENT LETTER (2019)

This letter defines the engagement for services we will provide.

- 1) The limited liability company (LLC) will be organized in the state of Missouri. Abacus Registered Agent Services, Inc., affiliate of Abacus CPAs, LLC, will serve as the registered agent and office for the LLC.
 - a) We will file Articles of Organization with Secretary of State's Office
 - b) We will file Application for Employer ID Number (Form SS-4)
 - c) Operating Agreement
- 2) The fee to organize the LLC is as follows:
 - a) Multi-member, enrolled in our services \$550, no annual Registered Agency fee
 - b) Multi-member, not enrolled in our services, \$650 + \$150 annual Registered Agency fee **
- 3) Abacus Registered Agent Services, Inc., reserves the right to terminate its position as registered agent and office at any time. The member(s) will be informed by letter of the termination. As stated above, the registered agent service will be an additional \$150 per year for member's not enrolled in Abacus CPA's accounting service. **
- 4) Abacus Registered Agent Services, Inc., will mail all legal documents to the mailing address provided by the member.
- 5) It is the responsibility of the member and the LLC to contact Abacus Registered Agent Services, Inc., if there is a change of address, phone number, or members of the LLC.
- 6) Abacus Registered Agent Services, Inc., highly encourages you to seek legal consultation, from a licensed attorney, regarding your liability protection operating under the LLC.
- 7) If the LLC elects to end operations and hire Abacus Registered Agent Services, Inc., to terminate the LLC, the fee is \$250. This fee will include the filing of two forms with the Secretary of State's office and the fees charged by the Secretary of State for each form. (Notice of Winding Up for Limited Liability Company and Articles of Termination for a Limited Liability Company) **

*** Abacus Registered Agent Services, Inc. reserves the right, without prior notice, to change specifications and prices on all services offered without incurring any obligation to you.*

Partner 1 Signature

Print Name

Date

Partner 2 Signature

Print Name

Date

Abacus CPAS, LLC
1835 E. Republic Rd. Ste. 200 Springfield, MO 65804
Phone 417-380-5000 • Fax 417-521-6887

EXHIBIT 22

PARTNERSHIP LLC APPLICATION (2019)

COMPLETE, SIGN & DATE FRONT AND BACK

1. Please indicate if you already have an LLC? Name of LLC: _____
2. Please provide three names you wish your business to operate under. Please list in order of preference. Business names cannot already be on file with the Secretary of State's office.

1. _____, LLC

2. _____, LLC

3. _____, LLC

3. Physical address of the business (Note: the physical address can NOT be a PO Box)

County of Residence _____

4. Cell Phone Numbers:

- Partner 1 _____
- Partner 2 _____

5. Please print your names and social security number (**Partner 1 will be the tax matters partner**)

- Partner 1 Name: _____ Partner 1 Social Security Number: _____
- Partner 2 Name: _____ Partner 2 Social Security Number: _____

6. Please provide e-mail address. If none, leave blank

7. We can charge fees through your truck or to a credit card

Charge the Truck in payments? YES ☐ NO ☐ – OR –

Credit Card type, number, expiration date and v-code (3 digits on back of card)

Partner 1 Signature

Print Name

Date

Partner 2 Signature

Print Name

Date

FOR OFFICE USE ONLY:

Client ID: _____

Driver Code: _____

Hire Date: _____

Fee: _____

DATE: 4/13/19
TIME: 19:50:27**EXHIBIT 24**REEFER DIVISION
DRIVERS PAYROLL RECAP
PAYROLL ENDING 13/04/12

EWINJ

PYRP33
PAGE 42EMPLOYEE: OLIDR DOMINIC OLIVEIRA
UNIT: 610058

EARNINGS:

DATE TO PAY	UNIT #	ORDER NUMBER	DISPATCH NUMBER	DISPATCH DATE	EMPTY DATE	TYPE OF PAY	EMPTY MILES	LOADED MILES	TOTAL MILES	RATE	ADD PAY	TRIP PAY
4/09/13	610058	8125907	02	4/07/13	4/08/13	MILEAGE PAY		846	846	.082	.00	69.79
Springfld MO L Laredo TX												
4/09/13	610058	0000000	00	4/09/13		STUDENT BONUS				250.000	250.00	.00
4/12/13	610058	0000000	00	4/10/13		B2 Seat Pay				.000	.00	165.91
							846	846		250.00		235.70
(**=Unapproved) (L=Loaded, E=Empty, U=Unauthorized)							GROSS PAY PER MILE:		.574	TOTAL GROSS PAY:		485.70

TAXES:

FEDERAL:	57.92
FICA:	37.15
STATE:	23.54
LOCAL:	.00
TOTAL:	118.61
TOTAL TAXES:	118.61

TRAVEL ALLOWANCE:

DIEM 37	610058	8125907	4/07/13	TRAVEL ALLOWANC	31.73	
DIEM 99	610058	0000000	4/10/13	TRV ALW PRIME G	75.41	
					107.14	
					TRAVEL ALLOWANCE:	107.14

.00 TOTAL REIMBURSEMENTS: .00

DEDUCTIONS:

MISC 48	4/12/13	SCHOOL MEAL/LO	25.00	CUR BAL:	775.00
			25.00	TOTAL CHARGES:	25.00

NET EARNED:	449.23
AMOUNT LOADED ON CARD:	449.23

EXHIBIT

31 Field

Liz Miller, CCR

7-26-19
Alpha Reporting & Video

DATE: 4/13/19
TIME: 20:11:26**EXHIBIT 24**REEFER DIVISION
DRIVERS PAYROLL RECAP
PAYROLL ENDING 13/04/19

EWINJ

PYRP33
PAGE 42EMPLOYEE: OLIDR DOMINIC OLIVEIRA
UNIT: 610058

EARNINGS:

DATE TO PAY	UNIT #	ORDER NUMBER	DISPATCH NUMBER	DISPATCH DATE	EMPTY DATE	TYPE OF PAY	EMPTY MILES	LOADED MILES	TOTAL MILES	RATE	ADD PAY	TRIP PAY
4/19/13	610058	8131715	01	4/08/13	4/09/13	MILEAGE PAY		1263	1263	.082	.00	104.19
	Laredo	TX E Laredo	TM L	Plant City	FL							
4/19/13	610058	8129424	01	4/10/13	4/12/13	MILEAGE PAY	53	2450	2503	.082	.00	206.49
	Plant City	FL E Bradenton	FL L	Ontario	CA							
4/19/13	610058	8123996	02	4/12/13	4/12/13	MILEAGE PAY		36	36	.082	.00	2.97
	Ontario	CA L Commerce	CA									
4/19/13	610058	8125677	01	4/12/13	4/14/13	MILEAGE PAY	8	1788	1796	.082	.00	148.17
	Commerce	CA E LosAngeles	CA L	Memphis	TN							
4/19/13	610058	8143555	01	4/14/13	4/16/13	MILEAGE PAY	143	415	558	.082	.00	46.03
	Memphis	TN E Tuscumbia	AL L	Plainfield	IN							
							204	5952	6156		.00	507.85
(**=Unapproved) (L=Loaded, E=Empty, U=Unauthorized) GROSS PAY PER MILE:							.082	TOTAL GROSS PAY:				507.85

TAXES:

FEDERAL:	61.24
FICA:	38.86
STATE:	24.62
LOCAL:	.00
TOTAL:	124.72
TOTAL TAXES:	124.72

TRAVEL ALLOWANCE:

DIEM 37	610058	8131715	4/08/13	TRAVEL ALLOWANC	47.36	
DIEM 37	610058	8129424	4/10/13	TRAVEL ALLOWANC	93.86	
DIEM 37	610058	8123996	4/12/13	TRAVEL ALLOWANC	1.35	
DIEM 37	610058	8125677	4/12/13	TRAVEL ALLOWANC	67.35	
DIEM 37	610058	8143555	4/14/13	TRAVEL ALLOWANC	20.93	
					230.85	
					TRAVEL ALLOWANCE:	230.85

.00 TOTAL REIMBURSEMENTS: .00

DEDUCTIONS:

MISC 48	4/19/13	SCHOOL MEAL/LO	25.00	CUR BAL:	750.00
			25.00	TOTAL CHARGES:	25.00

NET EARNED:	588.98
AMOUNT LOADED ON CARD:	588.98

DOMINIC OLIVEIRA

CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER

PRIME-000560

DATE: 4/26/13
TIME: 19:47:14**EXHIBIT 24**REEFER DIVISION
DRIVERS PAYROLL RECAP
PAYROLL ENDING 13/04/26

EWINJ

PYRP33
PAGE 39EMPLOYEE: OLIDR DOMINIC OLIVEIRA
UNIT: 610058

EARNINGS:												
DATE TO PAY	UNIT #	ORDER NUMBER	DISPATCH NUMBER	DISPATCH DATE	EMPTY DATE	TYPE OF PAY	EMPTY MILES	LOADED MILES	TOTAL MILES	RATE	ADD PAY	TRIP PAY
4/26/13	610058	8156930	01	4/19/13	4/22/13	MILEAGE PAY	73	2251	2324	.082	.00	191.73
Travers Cy MI E Reed City MI L Carson CA												
4/26/13	610058	8159570	01	4/19/13	4/19/13	MILEAGE PAY	310	253	563	.082	.00	46.44
Plainfield IN E Detroit MI E BrwnstnTwp MI L Travers Cy MI												
4/26/13	610058	0000000	00	4/24/13		B2 Seat Pay				.000	.00	174.33
							383	2504	2887		.00	412.50
(**=Unapproved) (L=Loaded, E=Empty, U=Unauthorized)							GROSS PAY PER MILE:		.143	TOTAL GROSS PAY:		412.50
TAXES:												
							FEDERAL:	46.94				
							FICA:	31.56				
							STATE:	19.99				
							LOCAL:	.00				
							TOTAL:	98.49		TOTAL TAXES:		98.49
TRAVEL ALLOWANCE:												
DIEM 37	610058	8156930	4/19/13	TRAVEL ALLOWANC			87.15					
DIEM 37	610058	8159570	4/19/13	TRAVEL ALLOWANC			21.11					
DIEM 99	610058	0000000	4/24/13	TRV ALW PRIME G			79.24					
							187.50	TRAVEL ALLOWANCE:		187.50		
							.00	TOTAL REIMBURSEMENTS:		.00		
DEDUCTIONS:												
MISC 48	4/26/13	SCHOOL MEAL/LO			25.00		CUR BAL:		725.00			
							25.00	TOTAL CHARGES:		25.00		
											NET EARNED:	476.51
											AMOUNT LOADED ON CARD:	476.51

DOMINIC OLIVEIRA

CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER

PRIME-000559

DATE: 5/13/19
TIME: 19:21:25**EXHIBIT 24**REEFER DIVISION
DRIVERS PAYROLL RECAP
PAYROLL ENDING 13/05/03

EWINJ

PYRFP33
PAGE 44EMPLOYEE: OLIDR DOMINIC OLIVEIRA
UNIT: 610058

EARNINGS:

DATE TO PAY	UNIT #	ORDER NUMBER	DISPATCH NUMBER	DISPATCH DATE	EMPTY DATE	TYPE OF PAY	EMPTY MILES	LOADED MILES	TOTAL MILES	RATE	ADD PAY	TRIP PAY
5/03/13	610058	8165024	01	4/23/13	4/27/13	MILEAGE PAY	124	2610	2734	.082	.00	225.55
Carson	CA E	Lamont	CA L	Vernon	CA L	Sarasota FL						
5/03/13	610058	8159032	02	4/27/13	4/29/13	MILEAGE PAY	215	1286	1501	.082	.00	123.83
Sarasota	FL E	Doral	FL L	Dallas	TX							
5/03/13	610058	8176176	02	4/29/13	4/30/13	MILEAGE PAY		1418	1418	.082	.00	116.98
Dallas	TX L	New Castle	DE									
							339	5314	5653		.00	466.36
(**=Unapproved) (L=Loaded, E=Empty, U=Unauthorized)							GROSS PAY PER MILE:		.082	TOTAL GROSS PAY:		466.36

TAXES:

FEDERAL:	55.02
FICA:	35.67
STATE:	22.61
LOCAL:	.00
TOTAL:	113.30
TOTAL TAXES:	113.30

TRAVEL ALLOWANCE:

DIEM 37	610058	8165024	4/23/13	TRAVEL ALLOWANC	102.53
DIEM 37	610058	8159032	4/27/13	TRAVEL ALLOWANC	56.29
DIEM 37	610058	8176176	4/29/13	TRAVEL ALLOWANC	53.18
					212.00
					TRAVEL ALLOWANCE:
					212.00

.00 TOTAL REIMBURSEMENTS: .00

DEDUCTIONS:

MISC 48	5/03/13	SCHOOL MEAL/LO	25.00	CUR BAL:	700.00
			25.00	TOTAL CHARGES:	25.00

NET EARNED:	540.06
AMOUNT LOADED ON CARD:	540.06

DOMINIC OLIVEIRA

CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER

PRIME-000558

DATE: 5/13/19
TIME: 19:42:58

EXHIBIT 24

REEFER DIVISION
DRIVERS PAYROLL RECAP
PAYROLL ENDING 13/05/10

EWING

PYRP33
PAGE 43

EMPLOYEE: OLIDR DOMINIC OLIVEIRA
UNIT: 610058

EARNINGS:

DATE TO PAY	UNIT #	ORDER NUMBER	DISPATCH NUMBER	DISPATCH DATE	EMPTY DATE	TYPE OF PAY	EMPTY MILES	LOADED MILES	TOTAL MILES	RATE	ADD PAY	TRIP PAY
5/10/13	610058	8167294	01	4/30/13	5/01/13	MILEAGE PAY	59	565	624	.082	.00	51.48
New Castle DE E Florence NJ L Florence SC												
5/10/13	610058	8171026	01	5/01/13	5/02/13	MILEAGE PAY	139	533	672	.082	.00	55.44
Florence SC E Gaffney SC L Streetsbro OH												
5/10/13	610058	8176650	01	5/02/13	5/07/13	MILEAGE PAY	148	2335	2483	.082	.00	204.84
Streetsbro OH E Lockbourne OH L Puyallup WA												
5/10/13	610058	0000000	00	5/08/13		B2 Seat Pay				.000	.00	100.74
							346	3433	3779		.00	412.50
(**=Unapproved) (L=Loaded, E=Empty, U=Unauthorized)							GROSS PAY PER MILE:		.109	TOTAL GROSS PAY:		412.50

TAXES:

FEDERAL:	46.94
FICA:	31.55
STATE:	19.99
LOCAL:	.00
TOTAL:	98.48
TOTAL TAXES:	98.48

TRAVEL ALLOWANCE:

DIEM 37	610058	8167294	4/30/13	TRAVEL ALLOWANC	23.40	
DIEM 37	610058	8171026	5/01/13	TRAVEL ALLOWANC	25.20	
DIEM 37	610058	8176650	5/02/13	TRAVEL ALLOWANC	93.11	
DIEM 99	610058	0000000	5/08/13	TRV ALW PRIME G	45.79	
					187.50	
					TRAVEL ALLOWANCE:	187.50

.00 TOTAL REIMBURSEMENTS: .00

DEDUCTIONS:

MISC 48	5/10/13	SCHOOL MEAL/LO	25.00	CUR BAL:	675.00
			25.00	TOTAL CHARGES:	25.00

NET EARNED: 476.52
AMOUNT LOADED ON CARD: 476.52

DOMINIC OLIVEIRA

CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER

PRIME-000557

DATE: 5/15/17
TIME: 19:30:14

EXHIBIT 24

REEFER DIVISION
DRIVERS PAYROLL RECAP
PAYROLL ENDING 13/05/17

EWING

PYRP33
PAGE 51

EMPLOYEE: OLIDR DOMINIC OLIVEIRA
UNIT: 610058

EARNINGS:

DATE TO PAY	UNIT #	ORDER NUMBER	DISPATCH NUMBER	DISPATCH DATE	EMPTY DATE	TYPE OF PAY	EMPTY MILES	LOADED MILES	TOTAL MILES	RATE	ADD PAY	TRIP PAY
5/17/13	610058	8190631	02	5/07/13		STOP/PICKUP				10.000	10.00	.00
5/17/13	610058	8190631	02	5/07/13	5/09/13	MILEAGE PAY		1922	1922	.082	.00	158.56
** Fife WA U Brewster WA L Naches WA L Springfld MO												
5/17/13	610058	8198436	01	5/09/13	5/09/13	MILEAGE PAY		479	479	.082	.00	39.51
Springfld MO L Audubon Pk KY												
5/17/13	610058	0000000	00	5/15/13		B2 Seat Pay				.000	.00	207.55
							2401	2401			10.00	405.62
(**=Unapproved) (L=Loaded, E=Empty, U=Unauthorized)							GROSS PAY PER MILE:		.173	TOTAL GROSS PAY:		415.62

TAXES:

FEDERAL:	47.41
FICA:	31.80
STATE:	20.15
LOCAL:	.00
TOTAL:	99.36
TOTAL TAXES:	99.36

TRAVEL ALLOWANCE:

DIEM 37	610058	8190631	5/07/13	TRAVEL ALLOWANC	72.08	
DIEM 37	610058	8198436	5/09/13	TRAVEL ALLOWANC	17.96	
DIEM 99	610058	0000000	5/15/13	TRV ALW PRIME G	94.34	
					184.38	
					TRAVEL ALLOWANCE:	184.38

.00 TOTAL REIMBURSEMENTS: .00

DEDUCTIONS:

MISC 46	5/17/13	SCHOOL MEAL/LO	25.00	CUR BAL:	650.00
			25.00	TOTAL CHARGES:	25.00

NET EARNED: 475.64
AMOUNT LOADED ON CARD: 475.64

DOMINIC OLIVEIRA

CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER

PRIME-000556

DATE: 5/13/19
TIME: 19:42:36

EXHIBIT 24

REEFER DIVISION
DRIVERS PAYROLL RECAP
PAYROLL ENDING 13/05/24

EWING

PYRP33
PAGE 43

EMPLOYEE: OLIDR DOMINIC OLIVEIRA
UNIT: 610058

EARNINGS:

DATE TO PAY	UNIT #	ORDER NUMBER	DISPATCH NUMBER	DISPATCH DATE	EMPTY DATE	TYPE OF PAY	EMPTY MILES	LOADED MILES	TOTAL MILES	RATE	ADD PAY	TRIP PAY
5/24/13	610058	8209302	02	5/16/13	5/16/13	MILEAGE PAY		147	147	.082	.00	12.12
Louisville KY L London KY												
5/24/13	610058	8214181	01	5/16/13	5/18/13	MILEAGE PAY	147	1581	1728	.082	.00	142.56
London KY E Louisville KY L Salt Lk Cy UT												
5/24/13	610058	8208595	02	5/19/13		STOP/PICKUP				10.000	20.00	.00
5/24/13	610058	8208595	02	5/19/13	5/21/13	MILEAGE PAY	768	2652	3420	.082	.00	282.15
Salt Lk Cy UT E Peshastin WA L Birmingham AL L Montgomery AL L Mobile AL												
							915	4380	5295		20.00	436.83
(**=Unapproved) (L=Loaded, E=Empty, U=Unauthorized) GROSS PAY PER MILE:							.086	TOTAL GROSS PAY:		456.83		

TAXES:

FEDERAL:	53.59
FICA:	34.95
STATE:	22.14
LOCAL:	.00
TOTAL:	110.68
TOTAL TAXES:	110.68

TRAVEL ALLOWANCE:

DIEM 37	610058	8209302	5/16/13	TRAVEL ALLOWANC	5.51
DIEM 37	610058	8214181	5/16/13	TRAVEL ALLOWANC	64.80
DIEM 37	610058	8208595	5/19/13	TRAVEL ALLOWANC	128.25
					198.56
TRAVEL ALLOWANCE:					198.56

REIMBURSEMENTS:

MOTL 01	610058	8176650	5/17/13	MOTEL CRDT OFF A475419	108.41
					108.41
TOTAL REIMBURSEMENTS:					108.41

DEDUCTIONS:

MISC 48		5/24/13	SCHOOL MEAL/LO	25.00	CUR BAL: 625.00
					25.00
TOTAL CHARGES:					25.00

NET EARNED: 628.12
AMOUNT LOADED ON CARD: 628.12

DOMINIC OLIVEIRA

DATE: 5/30/13
TIME: 19:21:07

EXHIBIT 24

REEFER DIVISION
DRIVERS PAYROLL RECAP
PAYROLL ENDING 13/05/31

EWINJ

PYRP33
PAGE 49

EMPLOYEE: OLIDR DOMINIC OLIVEIRA
UNIT: 610058

EARNINGS:

DATE TO PAY	UNIT #	ORDER NUMBER	DISPATCH NUMBER	DISPATCH DATE	EMPTY DATE	TYPE OF PAY	EMPTY MILES	LOADED MILES	TOTAL MILES	RATE	ADD PAY	TRIP PAY
5/31/13	610058	8201086	01	5/21/13	5/23/13	MILEAGE PAY	361	1542	1903	.082	.00	156.99
Mobile AL E OliveBrnch MS L Salt Lk Cy UT												
5/31/13	610058	8231453	01	5/23/13	5/26/13	MILEAGE PAY	89	1316	1405	.082	.00	115.91
** Salt Lk Cy UT E Salt Lk Cy UT E Rigby ID L Springfld MO												
5/31/13	610058	0000000	00	5/30/13		B2 Seat Pay				.000	.00	139.60
							450	2858	3308		.00	412.50
(**=Unapproved) (L=Loaded, E=Empty, U=Unauthorized)							GROSS PAY PER MILE:		.125	TOTAL GROSS PAY:		412.50
TAXES:												
							FEDERAL:	46.94				
							FICA:	31.55				
							STATE:	19.99				
							LOCAL:	.00				
							TOTAL:	98.48		TOTAL TAXES:		98.48
TRAVEL ALLOWANCE:												
DIEM 37	610058	8201086	5/21/13	TRAVEL ALLOWANC			71.36					
DIEM 37	610058	8231453	5/23/13	TRAVEL ALLOWANC			52.69					
DIEM 99	610058	0000000	5/30/13	TRV ALW PRIME G			63.45					
							187.50	TRAVEL ALLOWANCE:		187.50		
REIMBURSEMENTS:												
MOTL 02	610058	8201086	5/27/13	MOTEL SPRINGFIE A486607			51.85					
							51.85	TOTAL REIMBURSEMENTS:		51.85		
DEDUCTIONS:												
MOTL 03	610058	8231453	5/25/13	MOTEL/CAMPUS	7000970	Springfield	MO	51.85		CUR BAL:		
MISC 48			5/31/13	SCHOOL MEAL/LO				25.00		600.00		
							76.85	TOTAL CHARGES:		76.85		
											NET EARNED:	476.52
											AMOUNT LOADED ON CARD:	476.52

DOMINIC OLIVEIRA

CONFIDENTIAL - SUBJECT TO PROTECTIVE ORDER

PRIME-000554

OWNER HALTLL HALLMARK TRUCKING LLC
UNIT 620592

CITY: LEOMINSTER

STATE: MA ZIP CODE: 01453

O

ORDER NUMBER	DSP #	DATE SQ MMDD	DESCRIPTION	LOAD MILES	LOAD REVENUE	TRIP LOADED MILES	TRIP EMPTY MILES	TRIP TOTAL MILES	TRIP REVENUE	% OR RATE	OWNER REVENUE	REC RPM
ET		1 0611	EZ PASS TOLL								6.72	
FN 8258239	01	1 0604	Reefer Fuel Surc								93.81	
FS 8258239	01	1 0604	FUEL SURCG FLAT								345.73	
RV 8258239	01	1 0604	TRIP REVENUE	898	928.67	885	13	898	928.67	.720	668.64	+ SOLO .745
Harrington DE E Bridgevl DE L Bells TN												
FN 8265247	01	1 0606	Reefer Fuel Surc								14.07	
FS 8265247	01	1 0606	FUEL SURCG FLAT								182.88	
RV 8265247	01	1 0606	TRIP REVENUE	475	948.52	438	37	475	948.52	.720	682.93	+ SOLO 1.438
Bells TN E Covington TN L Pendleton IN												

(**=Unapproved)
(L=Loaded,E=Empty,U=Unauthorized)
LTD MILES = 2,717

TOTAL REC. REVENUE & MILES

1323 50 1373

1,994.78 *

TOTAL REC. MILES

SOLO:

1323 50 1373

TEAM:

0 0 0

ORDER	DSP	DATE				CURRENT	EXPENSE		
NUMBER	#	SQ	MMDD	DESCRIPTION		BALANCE	REIMBURSED		
***** NO ENTRY FOR THIS RUN *****									
ORDER	DSP	DATE				TOTAL REIMBURSED:		.00	*
NUMBER	#	SQ	MMDD	DESCRIPTION		CURRENT	CHARGES	FUEL	
						BALANCE	DEDUCTED	DISCNT	

AP		1 0610	APU RENTAL PYMT	6/7	.00	60.00
AS		1 0603	ACCOUNTING SERV	A497580	280.00	35.00
LLC FILING						
AS		2 0603	ACCOUNTING SERV	A497781	118.14	19.69
CHARGE TO BRING CLIENT UP TO DATE FOR 2013 TAX SERVICE						
AS		3 0610	ACCOUNTING SERV		.00	6.75
EZ		1 0611	EZ FAST LN TOLL 002 thru 06/06		.00	24.25
FC		1 0605	FUEL CARD CHARGE		.00	1.00
IM		1 0611	IMAGE TRIPS		.00	5.00
LF		1 0610	FED HWY TAX	6/7	.00	9.12
LP		1 0610	LICENSE/PERMITS	6/7	.00	32.10
NP		1 0610	TRUCK PAYMENT	6/7	.00	756.00
OS		1 0610	OPER STMT COST	6/7	.00	12.90
OW		1 0610	OWNER OCCUP ACC		.00	55.73
PB		1 0611	P/B ADJUSTMENT		.00	20.00
TS		1 0603	BAL TRAINING SCHOOL		550.00	25.00
AT	00000000	00	1 0604 TWIC CARD	A500408	.00	64.87
TWIC CARD FEE FOR DOMINIC OLIVEIRA (OLIDR)						
LL	8247605	02	1 0604 COMNY DRV PARTS	A501995	.00	70.00
CHARGE FOR TWO LOAD LOCKS GAINED IN TRLR 140876						
RF	8258239	01	1 0604 REEFER FUEL 014.1 GALS.	C00423561 TB VA 7063863	.00	52.73 6.04

O

.00	17.96	
.00	10.38	
.00	523.00	60.05
.00	96.99	7.04
.00	9.50	
.00	395.93	28.76
.00	88.81-	
.00	13.08-	
.00	61.79	

CURRENT	CHARGES
BALANCE	DEDUCTED

TOTAL WAGE EXPENSE:	.00	*
GROSS AMOUNT DUE UNIT:	269.02-	**

CARRY-OVER
WARRANTY
2,102.53
EXCESS MILE/TIRE AMOUNT: 27.46- *

ACTUAL CUR WEEK	ACTUAL ACCUMULATED	GUARANTEE	OVER/UNDER	PREV. BAL
--------------------	-----------------------	-----------	------------	-----------

TOTAL ACCU: REV	2,928.25 MILES	2,717	REV/MILE 1.077	NET AMOUNT DUE UNIT:	296.48- **
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SETTLEMENTS DATE: 1300
DATE: 6/12/13
TIME:21:39:36

PRIME INC.
REEFER DIVISION 001 FINAL

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EXHIBIT 27

OWNER HALTLL HALLMARK TRUCKING LLC
PRIOR WEEK BALANCE FORWARD/INTEREST

CITY: LEOMINSTER STATE: MA ZIP CODE: 01453

O

BALANCE FORWARD .00
PERFORMANCE BOND/EMERGENCY FUND PAID 46.88
TIRE FUND
LESS PRIOR BALANCE FORWARD .00

SUBTOTAL 46.88
INTEREST INCOME A.P.R. X .12%

INTEREST INCOME .00
OPERATING DEFFICIENCY .00
INTEREST EXPENSE A.P.R. X .12%

OPERATING DEFFICIENCY INTEREST INCOME .00

NET PRIOR WEEK BALANCE FORWARD/INTEREST .00
FROM SETTLEMENTS THIS WEEK

DUE OWNER FROM TRIPS 1,994.78
TOTAL CREDITS FROM SETTLEMENTS .00
TOTAL CHARGES FROM SETTLEMENTS 2,263.80-

NET CREDIT/CHARGES FROM SETTLEMENTS 2,263.80-
NET XS MI/TIRE/MI INC/RECON 27.46-

SETTLEMENT GROSS DUE TO/FROM OWNER 296.48-

EXHIBIT 27

OWNER HALTLL HALLMARK TRUCKING LLC				CITY: LEOMINSTER				STATE: MA ZIP CODE: 01453				O		
UNIT 620592														

ORDER	DSP	DATE							TRIP	TRIP	TRIP			
NUMBER	#	SQ MMDD	DESCRIPTION		LOAD	LOAD			LOADED	EMPTY	TOTAL	TRIP	% OR	OWNER
					MILES	REVENUE			MILES	MILES	MILES	REVENUE	RATE	REVENUE
														REC
														RPM

ET		1 0711	EZ PASS TOLL											2.55
FN 8335679	01	1 0710	Reefer Fuel Surc											20.92
FS 8335679	01	1 0710	FUEL SURCG FLAT											211.13
LM 8335679	01	1 0710	OUTSIDE LUMPER											70.00
RV 8335679	01	1 0710	TRIP REVENUE		563	1,629.83		539	24	563	1,629.83	.720	1,173.48	+ SOLO
RV 8335679	01	2 0710	STOP/PICKUP										180.00	+ SOLO
RV 8335679	01	3 0710	STOPOFF PAY										20.00	+ SOLO
Bethlehem	PA	E	Souderton	PA	L	Providence	RI	L	Pembroke	NH	L	Hinesburg	VT	2.440
FN 8348800	01	1 0712	Reefer Fuel Surc											30.42
FS 8348800	01	1 0712	FUEL SURCG FLAT											357.75
RV 8348800	01	1 0712	TRIP REVENUE		954	925.14		917	37	954	925.14	.720	666.10	+ SOLO
Hinesburg	VT	E	St Albans	VT	L	Chicago	IL							.698

(**=Unapproved)									
(L=Loaded,E=Empty,U=Unauthorized)									
TOTAL REC. REVENUE & MILES		1456	61	1517	2,732.35 *				
LTD MILES = 11,771									
TOTAL REC. MILES		SOLO:	1456	61	1517				
		TEAM:	0	0	0				

ORDER NUMBER	DSP #	DATE SQ MMDD	DESCRIPTION			CURRENT BALANCE	EXPENSE REIMBURSED				
RF 8333006	01	1 0710	REEFER FUEL			A559015	.00	85.36			
Reefer fuel trlr			29924 picked up from BERINY, fueled on PO 7299947.								
RF 8335679	01	1 0716	REEFER FUEL			A568816	.00	16.24			
Reefer fuel trlr			130580 picked up from BUTZPA, fueled on PO 7303247.								
WI 8348800	01	1 0713	WASH INTERIOR			SWANVT 7324167	.00	75.00			
TOTAL REIMBURSED:									176.60	*	
ORDER NUMBER	DSP #	DATE SQ MMDD	DESCRIPTION			CURRENT BALANCE	CHARGES DEDUCTED	FUEL DISCNT			

AP	1 0617	APU RENTAL PYMT	3000136121		.00	70.00
AS	1 0603	ACCOUNTING SERV	A497580		105.00	35.00
LLC FILING						
AS	2 0603	ACCOUNTING SERV	A497781		19.69	19.69
CHARGE TO BRING CLIENT UP TO DATE FOR 2013 TAX SERVICE						
AS	3 0616	ACCOUNTING SERV			.00	21.75
EZ	1 0711	EZ FAST LN TOLL 003 thru 07/10			.00	9.37
FC	1 0710	FUEL CARD CHARGE			.00	1.00
IM	1 0716	IMAGE TRIPS			.00	5.00
LF	1 0617	FED HWY TAX			.00	10.58
LP	1 0617	LICENSE/PERMITS			.00	37.50
ME	1 0705	MISC EXPENSES	A549915		.00	10.00
NY-3A14015GSP SPEED 89/65 210.00 + 10.00=220.00						

EXHIBIT 27

OWNER HALTLL HALLMARK TRUCKING LLC				CITY: LEOMINSTER				STATE: MA				ZIP CODE: 01453				O															
UNIT 620592																															
ORDER		DSP		DATE												CURRENT		CHARGES		FUEL											
NUMBER		#		SQ		MMDD		DESCRIPTION								BALANCE		DEDUCTED		DISCNT											

ME				2		0705		MISC EXPENSES								A549916		.00		10.00											
NY-3A14015GSP				NY		DMV ASSESSMENT FEE										300.00 + 10.00=310.00															
NP				1		0617		TRUCK PAYMENT								.00		882.00													
OW				1		0610		OWNER OCCUP ACC								.00		52.15													
PB				1		0716		P/B ADJUSTMENT								.00		20.00													
TS				1		0603		BAL TRAINING SCHOOL								425.00		25.00													
FI		8306196		01		1		0705		FINES								A549915		.00		210.00									
NY-3A14015GSP				SPEED 89/65		210.00 + 10.00=220.00																									
FI		8306196		01		2		0705		FINES								A549916		.00		300.00									
NY-3A14015GSP				NY		DMV ASSESSMENT FEE										300.00 + 10.00=310.00															
WA		8306196		01		1		0702		ADV FOR UF- 411.80								C00285594		HOGANY		7252223		OLIDR		.00		412.80			
RF		8335679		01		2		0710		REEFER FUEL 004.6 GALS.								C00501807		COLUNJ		7303247				.00		18.32		2.08	
RF		8335679		01		3		0712		REEFER FUEL 020.4 GALS.								C00021107		BOW NH		7316232				.00		79.66		6.68	
SF		8335679		01		1		0710		FUEL TAX CHARGES																.00		11.26			
UE		8335679		01		1		0712		TRACTOR DEF								C00021107		BOW NH		7316232				.00		39.96			
UF		8335679		01		1		0710		TRACTOR FUEL 075.7 GALS.								C00501807		COLUNJ		7303247				.00		297.47		34.18	
UF		8335679		01		2		0712		TRACTOR FUEL 072.8 GALS.								C00021107		BOW NH		7316232				.00		284.21		23.84	
WA		8335679		01		1		0712		ADVANCE								C00127190				7316559				.00		71.00			
RF		8348800		01		1		0714		REEFER FUEL 010.7 GALS.								C00117760		LS IN		7332106				.00		38.11		.87	
SF		8348800		01		1		0712		FUEL TAX CHARGES																.00		19.08			
UE		8348800		01		1		0714		TRACTOR DEF								C00117760		LS IN		7332106				.00		20.75			
UF		8348800		01		1		0714		TRACTOR FUEL 051.7 GALS.								C00117760		LS IN		7332106				.00		183.13		4.21	
WI		8348800		01		2		0713		WASH INTERIOR								SWANVT		7324167						.00		75.00			
UD				01		1		0717		TRAC FUEL DSCNT																.00		62.23-			
RD				01		1		0717		REEF FUEL DSCNT																.00		9.63-			
MG				01		1		0717		MILEAGE CHARGE																.00		68.27			
												TOTAL DEDUCTIONS FROM TRUCK				3,266.20				*											
ORDER		DSP		DATE												CURRENT		CHARGES													
NUMBER		#		SQ		MMDD		DESCRIPTION								BALANCE		DEDUCTED													

***** NO ENTRY FOR THIS RUN *****																															
OWNER BALANCE FORWARD				696.46								TOTAL WAGE EXPENSE:				.00				*											
PERF BOND/EMER FUND PAID				140.00 /				.00				GROSS AMOUNT DUE UNIT:				357.25-				**											
				CURRENT				PRIOR				CARRY-OVER																			
MILES 1,517				EXCESS MILE				TIRE				WARRANTY																			
BALANCE				.00				360.87				3,075.30				2,102.53															
SETTLEMENT				.00				30.34								EXCESS MILE/TIRE AMOUNT:				30.34-				*							
EXCESS MILEAGE COMPUTATION:				(1681 MILES FOR				7 WEEKS) -				(1709 MILES FOR				6 WEEKS)															
				426.65-				-				.00																			
M I L E S I N C E N T I V E																															
MILES QTD				4,476																											

EXHIBIT 27

OWNER HALTLL HALLMARK TRUCKING LLC CITY: LEOMINSTER STATE: MA ZIP CODE: 01453
UNIT 620592
D R I V E L I N E R E P A I R S
<=500 .00 >500 .00
R E C O N C I L I A T I O N
ACTUAL | ACTUAL
CUR WEEK | ACCUMULATED GUARANTEE OVER/UNDER PREV. BAL
BOTH
MILES @1.020 1,517 | 11,771 11,771
REVENUE 2,039.58 | 15,618.80 - 12,006.42 = 3,612.38 OVER
REVENUE/MILE 1.344 | 1.326 1.020
TOTAL ACCU: REV 15,618.80 MILES 11,771 REV/MILE 1.326 NET AMOUNT DUE UNIT: 387.59- **

EXHIBIT 27

OWNER HALTLL HALLMARK TRUCKING LLC
UNIT 620592

CITY: LEOMINSTER
STATE: MA
ZIP CODE: 01453

O

ORDER NUMBER	DSP #	DATE SQ MMDD	DESCRIPTION	LOAD MILES	LOAD REVENUE	TRIP LOADED MILES	TRIP EMPTY MILES	TRIP TOTAL MILES	TRIP REVENUE	% OR RATE	OWNER REVENUE	REC RPM
FS 8396093	01	1 0804	FUEL SURCG FLAT								309.02	
RV 8396093	01	1 0804	TRIP REVENUE	763	1,290.98	727	36	763	1,290.98	.720	929.51	+ SOLO 1.218
Woodburn IN E Decatur IN L Stilwell OK												
FS 8403376	01	1 0809	FUEL SURCG FLAT								239.60	
RV 8403376	01	1 0809	TRIP REVENUE	1409	1,936.59	599		599	823.29	.720	592.77	+ SOLO .990
** Oak Creek WI E Darien WI L Ogallala NE												
FN 8407841	01	1 0807	Reefer Fuel Surc								72.17	
FS 8407841	01	1 0807	FUEL SURCG FLAT								338.00	
RV 8407841	01	1 0807	TRIP REVENUE	845	1,323.39	730	115	845	1,323.39	.720	952.84	+ SOLO 1.128
Stilwell OK E Russellvil AR L Oak Creek WI												

(**=Unapproved)												
(L=Loaded,E=Empty,U=Unauthorized)						TOTAL REC. REVENUE & MILES	2056	151	2207		3,433.91	*
LTD MILES = 22,120												
						TOTAL REC. MILES	SOLO:	2056	151	2207		
						TEAM:	0	0	0			
ORDER NUMBER	DSP #	DATE SQ MMDD	DESCRIPTION				CURRENT BALANCE	EXPENSE REIMBURSED				
WI 8396093	01	1 0805	WASH INTERIOR	WHTLIN	7479734		.00	29.00				
WI 8407841	01	1 0807	WASH INTERIOR	POTTAR	7497169		.00	20.00				
WI 8407841	01	2 0809	WASH INTERIOR	MILWWI	7509881		.00	30.62				
											TOTAL REIMBURSED:	79.62 *
ORDER NUMBER	DSP #	DATE SQ MMDD	DESCRIPTION				CURRENT BALANCE	CHARGES DEDUCTED	FUEL DISCNT			
AP		1 0617	APU RENTAL PYMT	3000136121			.00	70.00				
AS		3 0616	ACCOUNTING SERV				.00	21.75				
EF		1 0814	EMERGENCY FUND				.00	250.00				
EZ		1 0809	EZ FAST LN TOLL 001 thru 08/08				.00	.25				
FC		1 0807	FUEL CARD CHARGE				.00	1.00				
IM		1 0813	IMAGE TRIPS				.00	5.00				
LF		1 0617	FED HWY TAX				.00	10.58				
LP		1 0617	LICENSE/PERMITS				.00	37.50				
NP		1 0617	TRUCK PAYMENT				.00	882.00				
OW		1 0610	OWNER OCCUP ACC				.00	52.15				
PB		1 0813	P/B ADJUSTMENT				.00	20.00				
PO		1 0813	** NORTH STAR GRILL **				.00	21.42				
TS		1 0603	BAL TRAINING SCHOOL				325.00	25.00				
RF 8396093	01	1 0805	REEFER FUEL 004.7 GALS.	C00437520	WHTLIN 7479552		.00	18.18	1.26			
RF 8396093	01	2 0807	REEFER FUEL 005.5 GALS.		SPRIMO 7493161		.00	19.37				
SF 8396093	01	1 0804	FUEL TAX CHARGES				.00	15.26				

PRIME INC.
REEFER DIVISION 001 FINAL

SET15XF

EXHIBIT 27

STATE: MA ZIP CODE: 01453

O

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1.020

NET AMOUNT DUE UNIT:

27.48- **

SETTLEMENTS DATE: 10/28/15
 DATE: 8/14/13
 TIME: 21:11:59

PRIME INC.
 REEFER DIVISION 001 FINAL

SET15XF

EXHIBIT 27

OWNER HALTLL HALLMARK TRUCKING LLC
 PRIOR WEEK BALANCE FORWARD/INTEREST

CITY: LEOMINSTER

STATE: MA ZIP CODE: 01453

O

BALANCE FORWARD		.00	
PERFORMANCE BOND/EMERGENCY FUND PAID	1,254.05		
TIRE FUND			
LESS PRIOR BALANCE FORWARD	.00		

SUBTOTAL	1,254.05		
INTEREST INCOME A.P.R.	X .11%		

INTEREST INCOME		.03	
OPERATING DEFFICIENCY	.00		
INTEREST EXPENSE A.P.R.	X .11%		

OPERATING DEFFICIENCY INTEREST INCOME		.00	

NET PRIOR WEEK BALANCE FORWARD/INTEREST			.03
FROM SETTLEMENTS THIS WEEK			

DUE OWNER FROM TRIPS		3,433.91	
TOTAL CREDITS FROM SETTLEMENTS	79.62		
TOTAL CHARGES FROM SETTLEMENTS	3,496.87-		

NET CREDIT/CHARGES FROM SETTLEMENTS		3,417.25-	
NET XS MI/TIRE/MI INC/RECON		44.14-	

SETTLEMENT GROSS DUE TO/FROM OWNER			27.45-

EXHIBIT 27

OWNER HALTLL HALLMARK TRUCKING LLC CITY: LEOMINSTER STATE: MA ZIP CODE: 01453
UNIT 620592 O

ORDER NUMBER	DSP #	DATE SQ MMDD	DESCRIPTION	LOAD MILES	LOAD REVENUE	TRIP LOADED MILES	TRIP EMPTY MILES	TRIP TOTAL MILES	TRIP REVENUE	% OR RATE	OWNER REVENUE	REC RPM
ET		1 0830	EZ PASS TOLL								22.05	
FN 8452514	01	1 0828	Reefer Fuel Surc								38.64	
FS 8452514	01	1 0828	FUEL SURCG FLAT								235.75	
RV 8452514	01	1 0828	TRIP REVENUE	575	737.09	543	32	575	737.09	.720	530.70	+ SOLO .923
Aberdeen	MD	E	Baltimore MD L Auburn IN									
FS 8456216	01	1 0830	FUEL SURCG FLAT								136.53	
RV 8456216	01	1 0830	TRIP REVENUE	333	530.88	193	140	333	530.88	.720	382.23	+ SOLO 1.148
Auburn	IN	E	Lebanon IN L Delaware OH									
FS 8465375	01	1 0901	FUEL SURCG FLAT								163.18	
RV 8465375	01	1 0901	TRIP REVENUE	398	628.22	345	53	398	628.22	.720	452.32	+ SOLO 1.136
Delaware	OH	E	Springfld OH L Nashville TN									

(**=Unapproved)
(L=Loaded,E=Empty,U=Unauthorized)
LTD MILES = 28,054

TOTAL REC. REVENUE & MILES	1081	225	1306	1,961.40	*
TOTAL REC. MILES	SOLO: TEAM:	1081 0	225 0	1306 0	

ORDER NUMBER	DSP #	DATE SQ MMDD	DESCRIPTION				CURRENT BALANCE	EXPENSE REIMBURSED		
<hr/>										
WI	8465375	01	1 0902	WASH INTERIOR	LONDOH	7670767	.00	27.00		
							TOTAL REIMBURSED:		27.00	*
ORDER NUMBER	DSP #	DATE SQ MMDD	DESCRIPTION				CURRENT BALANCE	CHARGES DEDUCTED	FUEL DISCNT	
<hr/>										
AP		1 0617	APU RENTAL PYMT	3000136121			.00	70.00		
AS		3 0616	ACCOUNTING SERV				.00	21.75		
EZ		1 0830	EZ FAST LN TOLL	020 thru 08/29			.00	79.01		
FC		1 0828	FUEL CARD CHARGE				.00	1.00		
IM		1 0903	IMAGE TRIPS				.00	5.00		
LF		1 0617	FED HWY TAX				.00	10.58		
LP		1 0617	LICENSE/PERMITS				.00	37.50		
NP		1 0617	TRUCK PAYMENT				.00	882.00		
OW		1 0610	OWNER OCCUP ACC				.00	52.15		
PB		1 0904	P/B ADJUSTMENT				.00	20.00		
PQ		1 0904	** CAFE PA	**			.00	3.82		
TS		1 0603	BAL TRAINING SCHOOL				250.00	25.00		
RF	8448106	01	1 0827	REEFER FUEL 011.1 GALS.	C00395902	KIR NY 7632274	.00	45.39	1.45	
UE	8448106	01	1 0827	TRACTOR DEF	C00395902	KIR NY 7632274	.00	17.37		
UF	8448106	01	1 0827	TRACTOR FUEL 065.6 GALS.	C00395902	KIR NY 7632274	.00	268.48	8.59	
WA	8448106	01	1 0828	ADVANCE	C00321254	7637038	.00	116.00		

SETTLEMENTS DATE: 10/01/85
 DATE: 9/05/13
 TIME:22:05:51

PRIME INC.
 REEFER DIVISION 001 FINAL

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EXHIBIT 27

OWNER HALTLL HALLMARK TRUCKING LLC
 UNIT 620592

CITY: LEOMINSTER STATE: MA ZIP CODE: 01453

O

ORDER NUMBER	DSP #	DATE SQ MMDD	DESCRIPTION				CURRENT BALANCE	CHARGES DEDUCTED	FUEL DISCNT
RF 8452514	01	1 0828	REEFER FUEL 005.6 GALS.	C00471546	PERRMD	7638482	.00	23.04	2.25
SF 8452514	01	1 0828	FUEL TAX CHARGES				.00	11.50	
UF 8452514	01	1 0828	TRACTOR FUEL 120.7 GALS.	C00471546	PERRMD	7638482	.00	494.91	48.54
RF 8456216	01	1 0830	REEFER FUEL 007.3 GALS.	C00661378	MARIIN	7658491	.00	28.59	1.45
SF 8456216	01	1 0830	FUEL TAX CHARGES				.00	6.66	
UF 8456216	01	1 0830	TRACTOR FUEL 070.0 GALS.	C00661378	MARIIN	7658491	.00	272.46	13.89
RF 8465375	01	1 0902	REEFER FUEL 008.6 GALS.	C00396611	LONDOH	7670821	.00	35.84	3.27
SF 8465375	01	1 0901	FUEL TAX CHARGES				.00	7.96	
UF 8465375	01	1 0902	TRACTOR FUEL 038.7 GALS.	C00396611	LONDOH	7670821	.00	160.76	14.69
WI 8465375	01	2 0902	WASH INTERIOR			LONDOH 7670767	.00	27.00	
UD	01	1 0905	TRAC FUEL DSCNT				.00	85.71-	
RD	01	1 0905	REEF FUEL DSCNT				.00	8.42-	
MG	01	1 0905	MILEAGE CHARGE				.00	58.77	
							TOTAL DEDUCTIONS FROM TRUCK		2,688.41 *

ORDER NUMBER	DSP #	DATE SQ MMDD	DESCRIPTION				CURRENT BALANCE	CHARGES DEDUCTED	
***** NO ENTRY FOR THIS RUN *****									
OWNER BALANCE FORWARD							TOTAL WAGE EXPENSE:		.00 *
PERF BOND/EMER FUND PAID							GROSS AMOUNT DUE UNIT:		700.01- **
							CURRENT TIRE		
							PRIOR TIRE		
							CARRY-OVER WARRANTY		
MILES	1,306	EXCESS MILE							
BALANCE		.00				690.75			
SETTLEMENT		.00				26.12			
EXCESS MILEAGE COMPUTATION: (2003 MILES FOR 14 WEEKS) - (2057 MILES FOR 13 WEEKS)							EXCESS MILE/TIRE AMOUNT:		26.12- *
							627.90- - .00		

M I L E S I N C E N T I V E

MILES QTD 20,759
 D R I V E L I N E R E P A I R S
 <=500 .00 >500 .00
 R E C O N C I L I A T I O N

	ACTUAL	ACTUAL			
	CUR WEEK	ACCUMULATED	GUARANTEE	OVER/UNDER	PREV. BAL

BOTH
 MILES @1.020 1,306 | 28,054 28,054
 REVENUE 1,365.25 | 35,731.72 - 28,615.08 = 7,116.64 OVER
 REVENUE/MILE 1.045 | 1.273 1.020

SETTLEMENTS DATE: 10/28/15
DATE: 9/05/13
TIME:22:05:51

PRIME INC.
REEFER DIVISION 001 FINAL

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SET15XF

EXHIBIT 27

OWNER HALTLL HALLMARK TRUCKING LLC
CITY: LEOMINSTER
STATE: MA ZIP CODE: 01453
O

TOTAL ACCU: REV 35,731.72 MILES 28,054 REV/MILE 1.273 NET AMOUNT DUE UNIT: 726.13- **

SETTLEMENTS DATE: 10/05/15
 DATE: 9/05/13
 TIME: 22:05:51

PRIME INC.
 REEFER DIVISION 001 FINAL

SET15XF

EXHIBIT 27

OWNER HALTLL HALLMARK TRUCKING LLC
 PRIOR WEEK BALANCE FORWARD/INTEREST

CITY: LEOMINSTER

STATE: MA ZIP CODE: 01453

O

BALANCE FORWARD		.00	
PERFORMANCE BOND/EMERGENCY FUND PAID	1,450.75		
TIRE FUND			
LESS PRIOR BALANCE FORWARD	.00		

SUBTOTAL	1,450.75		
INTEREST INCOME A.P.R.	X .11%		

INTEREST INCOME		.03	
OPERATING DEFFICIENCY	.00		
INTEREST EXPENSE A.P.R.	X .11%		

OPERATING DEFFICIENCY INTEREST INCOME		.00	

NET PRIOR WEEK BALANCE FORWARD/INTEREST			.03
FROM SETTLEMENTS THIS WEEK			

DUE OWNER FROM TRIPS		1,961.40	
TOTAL CREDITS FROM SETTLEMENTS	27.00		
TOTAL CHARGES FROM SETTLEMENTS	2,688.41-		

NET CREDIT/CHARGES FROM SETTLEMENTS		2,661.41-	
NET XS MI/TIRE/MI INC/RECON		26.12-	

SETTLEMENT GROSS DUE TO/FROM OWNER			726.10-

OWNER HALTLL HALLMARK TRUCKING LLC
UNIT 620592

CITY: PORT CHARLOTTE STATE: FL ZIP CODE: 33948

O

ORDER NUMBER	DSP #	DATE SQ MMDD	DESCRIPTION	LOAD MILES	LOAD REVENUE	TRIP LOADED MILES	TRIP EMPTY MILES	TRIP TOTAL MILES	TRIP REVENUE	% OR RATE	OWNER REVENUE	REC RPM
ET		1 0127	EZ PASS TOLL								14.91	
RB R013114 00		1 0129	ORTDAJ1. X4829								48.29	
FS 8775976 01		1 0122	FUEL SURCG FLAT								147.46	
LM 8775976 01		1 0122	OUTSIDE LUMPER								50.00	
RV 8775976 01		1 0122	TRIP REVENUE	383	600.74	267	116	383	600.74	.720	432.53	+ SOLO 1.129
Rocky Hill CT E JerseyCity NJ L Bedford PA												
FN 8776585 02		1 0122	Reefer Fuel Surc								1.95	
FS 8776585 02		1 0122	FUEL SURCG FLAT								90.86	
LM 8776585 02		1 0122	OUTSIDE LUMPER								140.00	
RV 8776585 02		1 0122	TRIP REVENUE	1197	2,646.23	198	38	236	521.73	.720	375.65	+ SOLO 1.592
Hazleton PA E Pittston PA L Rocky Hill CT												
FS 8795766 01		1 0124	FUEL SURCG FLAT								353.43	
RV 8795766 01		1 0124	TRIP REVENUE	918	778.31	797	121	918	778.31	.720	560.38	+ SOLO .610
Breezewood PA E Lancaster PA L Edwardsvl IL												

(**=Unapproved)
(L=Loaded,E=Empty,U=Unauthorized)
LTD MILES = 90,176

TOTAL REC. REVENUE & MILES

1262 275 1537

2,215.46 *

ORDER NUMBER	DSP #	DATE SQ MMDD	DESCRIPTION	SOLO: TEAM:	1262 0	275 0	1537 0	CURRENT BALANCE	EXPENSE REIMBURSED
BS		1 0129	BONUS TX REIMB. HEAAUJ					.00	7.35
EF		1 0129	EMERG FUND TO CVR RPRS /RQST					.00	180.96
WI 8775976 01		1 0122	WASH INTERIOR	MILFCT 8608873				.00	31.50
RF 8795766 01		1 0127	REEFER FUEL A860087					.00	43.14
Reefer fuel trlr 140128 picked up from ROHRPA, fueled on PO 8628621. PO									
TW 8798432 01		1 0123	TRAILER WASH	BREEPA 8616346				.00	31.80
WI 8798432 01		1 0123	WASH INTERIOR	BREEPA 8616346				.00	30.74
									TOTAL REIMBURSED:
									325.49 *

ORDER NUMBER	DSP #	DATE SQ MMDD	DESCRIPTION	CURRENT BALANCE	CHARGES DEDUCTED	FUEL DISCNT
AP		1 0617	APU RENTAL PYMT 3000136121	.00	70.00	
AS		1 0128	ACCOUNTING SERV A863329	.00	100.00	
3055/2013						
AS		3 0616	ACCOUNTING SERV	.00	21.75	
EZ		1 0127	EZ FAST LN TOLL 008 thru 01/23	.00	53.50	
FC		1 0122	FUEL CARD CHARGE	.00	1.00	

EXHIBIT 27

OWNER HALTLL HALLMARK TRUCKING LLC			CITY: PORT CHARLOTTE			STATE: FL		ZIP CODE: 33948		O	
UNIT 620592											
ORDER	DSP	DATE				CURRENT	#	CHARGES	FUEL		
NUMBER	#	SQ MMDD	DESCRIPTION			BALANCE		DEDUCTED	DISCNT		

IM		1 0128	IMAGE TRIPS			.00		5.00			
LF		1 0617	FED HWY TAX			.00		10.58			
LP		1 0617	LICENSE/PERMITS			.00		37.50			
NP		1 0617	TRUCK PAYMENT			.00		882.00			
NP		3 1227	TNT COURSE REIMB KI			159.15		39.78			
NQ		1 0128	Qualcomm NaviGo Charge			.00		2.00			
OW		1 0610	OWNER OCCUP ACC			.00		52.15			
PB		1 0128	P/B ADJUSTMENT			.00		20.00			
SH	00	1 0122	Inv# 002010-0619249			.00		26.16			
UR	00	1 0122	Inv# 009000-0619016			.00		154.80			
RF	8767335	01 1 0124	REEFER FUEL A856944			.00		36.63			
Reefer fuel trlr 143012 picked up from ONEIPA, fueled on PO 8616339. PO											
SF	8775976	01 1 0122	FUEL TAX CHARGES			.00		7.66			
UE	8775976	01 1 0122	TRACTOR DEF C00624789 MILFCT 8609530			.00		17.95			
UF	8775976	01 1 0122	TRACTOR FUEL 050.4 GALS. C00624789 MILFCT 8609530			.00		220.12		13.63	
UF	8775976	01 2 0123	TRACTOR FUEL 050.0 GALS. C00512067 BORDNJ 8613711			.00		199.03		14.91	
WA	8775976	01 1 0123	ADVANCE C00622318 8616019			.00		51.00			
WI	8775976	01 2 0122	WASH INTERIOR MILFCT 8608873			.00		31.50			
RF	8776585	02 1 0128	REEFER FUEL A861964			.00		5.79			
Reefer fuel trlr 140215 picked up from JC NJ, fueled on PO 8627696.											
SF	8776585	02 1 0122	FUEL TAX CHARGES			.00		4.72			
UF	8776585	02 1 0122	TRACTOR FUEL 050.2 GALS. PIT PA 8604631			.00		202.63			
WA	8776585	02 1 0122	ADVANCE C00610515 8606897			.00		141.00			
RF	8795766	01 2 0124	REEFER FUEL 006.3 GALS. C00530830 BREEPA 8621333			.00		27.35		1.65	
RF	8795766	01 3 0125	REEFER FUEL 015.7 GALS. C00531105 GRE IN 8628621			.00		58.16		1.76	
SF	8795766	01 1 0124	FUEL TAX CHARGES			.00		18.36			
UF	8795766	01 1 0124	TRACTOR FUEL 082.0 GALS. C00530830 BREEPA 8621333			.00		351.05		21.43	
UF	8795766	01 2 0125	TRACTOR FUEL 076.1 GALS. C00531105 GRE IN 8628621			.00		281.50		8.51	
TW	8798432	01 2 0123	TRAILER WASH BREEPA 8616346			.00		31.80			
UW	8798432	01 1 0123	TRACTOR WASH BREEPA 8616346			.00		53.00			
WI	8798432	01 2 0123	WASH INTERIOR BREEPA 8616346			.00		30.74			
UD	01	1 0129	TRAC FUEL DSCNT			.00		58.48-			
RD	01	1 0129	REEF FUEL DSCNT			.00		3.41-			
MG	01	1 0129	MILEAGE CHARGE			.00		69.17			

***** NO ENTRY FOR THIS RUN *****					TOTAL WAGE EXPENSE:		.00	*
OWNER BALANCE FORWARD .00					GROSS AMOUNT DUE UNIT:		712.54	**
PERF BOND/EMER FUND PAID 700.00 / 69.04								
		CURRENT	PRIOR	CARRY-OVER				
MILES	1,537	EXCESS MILE	TIRE	WARRANTY				
BALANCE	.00	1,045.41	.00	2,102.53				

SETTLEMENTS DATE: 10/29/14
DATE: 1/29/14
TIME:22:03:31

PRIME INC.
REEFER DIVISION 001 FINAL

CONFIDENTIAL
SET15XF

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EXHIBIT 27

OWNER HALTLL HALLMARK TRUCKING LLC
UNIT 620592
SETTLEMENT .00
EXCESS MILEAGE COMPUTATION: (2576 MILES FOR 35 WEEKS) - (2607 MILES FOR 34 WEEKS)
567.00- - .00

CITY: PORT CHARLOTTE
STATE: FL
ZIP CODE: 33948

O

EXCESS MILE/TIRE AMOUNT: 30.74- *

M I L E S I N C E N T I V E
MILES QTD 11,127
D R I V E L I N E R E P A I R S
<=500 .00 >500 .00
R E C O N C I L I A T I O N

ACTUAL | ACTUAL
CUR WEEK | ACCUMULATED
GUARANTEE
OVER/UNDER
PREV. BAL

BOTH
MILES @1.020 1,537 | 90,176 90,176
REVENUE 1,368.56 | 111,419.07 - 91,979.52 = 19,439.55 OVER
REVENUE/MILE .890 | 1.235 1.020

TOTAL ACCU: REV 111,419.07 MILES 90,176
REV/MILE 1.235
NET AMOUNT DUE UNIT: 743.28- **

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SETTLEMENTS DATE: 10/29/14
DATE: 1/29/14
TIME:22:03:31

PRIME INC.
REEFER DIVISION 001 FINAL

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SET15XF

EXHIBIT 27

OWNER HALTLL HALLMARK TRUCKING LLC
PRIOR WEEK BALANCE FORWARD/INTEREST

CITY: PORT CHARLOTTE STATE: FL ZIP CODE: 33948

O

BALANCE FORWARD .00
PERFORMANCE BOND/EMERGENCY FUND PAID 1,975.41
TIRE FUND
LESS PRIOR BALANCE FORWARD .00

SUBTOTAL 1,975.41
INTEREST INCOME A.P.R. X .13%

INTEREST INCOME .05
OPERATING DEFFICIENCY .00
INTEREST EXPENSE A.P.R. X .13%

OPERATING DEFFICIENCY INTEREST INCOME .00

NET PRIOR WEEK BALANCE FORWARD/INTEREST .05
FROM SETTLEMENTS THIS WEEK

DUE OWNER FROM TRIPS 2,215.46
TOTAL CREDITS FROM SETTLEMENTS 325.49
TOTAL CHARGES FROM SETTLEMENTS 3,253.49-

NET CREDIT/CHARGES FROM SETTLEMENTS 2,928.00-
NET XS MI/TIRE/MI INC/RECON 30.74-

SETTLEMENT GROSS DUE TO/FROM OWNER 743.23-

SETTLEMENTS DATE: 10/1/15
 DATE: 7/16/14
 TIME:20:23:31
 PRIME INC.
 FLATBED DIV 002 FINAL
 SET15XF
 OWNER HALTLL HALLMARK TRUCKING LLC
 UNIT 650168
 CITY: PORT CHARLOTTE STATE: FL ZIP CODE: 33948
 O

EXHIBIT 27

ORDER NUMBER	DSP #	DATE SQ MMDD	DESCRIPTION	LOAD MILES	LOAD REVENUE	TRIP LOADED MILES	TRIP EMPTY MILES	TRIP TOTAL MILES	TRIP REVENUE	% OR RATE	OWNER REVENUE	REC RPM
ET		1 0715	EZ PASS TOLL								15.33	
FS 9188335	01	1 0708	FUEL SURCG FLAT								340.86	
RV 9188335	01	1 0708	TRIP REVENUE	874	1,689.87	703	171	874	1,689.87	.720	1,216.71	+ SOLO
RV 9188335	01	2 0708	STOP/PICKUP								39.60	+ SOLO
RV 9188335	01	3 0708	STOPOFF PAY								10.00	+ SOLO
TP 9188335	01	1 0708	TARP PAY								50.00	
Prince Geo VA	E	Winchester VA	L	Portland ME	L	Monroe ME						1.449

(**=Unapproved)
 (L=Loaded,E=Empty,U=Unauthorized)
 LTD MILES = 49,700

TOTAL REC. REVENUE & MILES	703	171	874	1,672.50	*
TOTAL REC. MILES	SOLO:	703	171	874	
	TEAM:	0	0	0	

ORDER NUMBER	DSP #	DATE SQ MMDD	DESCRIPTION	CURRENT BALANCE	EXPENSE REIMBURSED	
EF		1 0714	EFUND ONCARD D	.00	300.00	
RF		1 0714	REEFER FUEL TAX REFUND	.00	74.66	
SF		1 0713	FUEL TAX ADJUSTMENT	.00	121.21	
SR		1 0711	REEFER STATE TAX REFUND	.00	10.52	
				TOTAL REIMBURSED:	506.39 *	
ORDER NUMBER	DSP #	DATE SQ MMDD	DESCRIPTION	CURRENT BALANCE	CHARGES DEDUCTED	FUEL DISCNT
AP		1 0407	APU RENTAL PYMT 3000128401	.00	70.00	
AS		1 0616	ACCOUNTING SERV	.00	21.75	
EZ		1 0715	EZ FAST LN TOLL 007 thru 07/10	.00	55.00	
FC		1 0709	FUEL CARD CHARGE	.00	1.00	
FE		1 0531	FB/TANK EQ PYMT	001050 0680325	2,912.70	88.27
IE		1 0531	INTEREST EXPENS	001050 0680325	137.44	4.16
IM		1 0715	IMAGE TRIPS	.00	5.00	
LF		1 0407	FED HWY TAX	.00	10.58	
LP		1 0407	LICENSE/PERMITS	.00	37.50	
NP		2 0602	TRUCK PAYMENT	.00	869.00	
OW		1 0331	OWNER OCCUP ACC	.00	52.15	
PB		1 0715	P/B ADJUSTMENT	.00	30.00	
RP		3 0612	REPAIR PAYMENTS	009000 0685431	522.42	75.00
WA		1 0714	ADV FROM EFUND 9765694	.00	300.00	
SF 9188335	01	1 0708	FUEL TAX CHARGES	.00	17.48	
UE 9188335	01	1 0709	TRACTOR DEF C00458527 FAIRME 9730174	.00	15.00	
UF 9188335	01	1 0707	TRACTOR FUEL 107.0 GALS. C00313723 ASHLVA 9717202	.00	397.94	33.92
UF 9188335	01	2 0708	TRACTOR FUEL 030.1 GALS. C00351566 WILNCT 9723444	.00	133.13	17.63
UF 9188335	01	3 0709	TRACTOR FUEL 020.2 GALS. C00458527 FAIRME 9730174	.00	80.09	5.50

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TOTAL ACCU: REV	63,653.14	MILES	49.700	REV/MILE	1.280	NET AMOUNT DUE UNIT:	9.83	**
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SETTLEMENTS DATE: 10/1/14
DATE: 7/16/14
TIME:20:23:31

PRIME INC.
FLATBED DIV 002 FINAL

STC04
SET15XF

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EXHIBIT 27

OWNER HALTLL HALLMARK TRUCKING LLC
PRIOR WEEK BALANCE FORWARD/INTEREST

CITY: PORT CHARLOTTE STATE: FL ZIP CODE: 33948

O

BALANCE FORWARD .00
PERFORMANCE BOND/EMERGENCY FUND PAID 3,296.52
TIRE FUND
LESS PRIOR BALANCE FORWARD .00

SUBTOTAL 3,296.52
INTEREST INCOME A.P.R. X .10%

INTEREST INCOME .06
OPERATING DEFFICIENCY .00
INTEREST EXPENSE A.P.R. X .10%

OPERATING DEFFICIENCY INTEREST INCOME .00

NET PRIOR WEEK BALANCE FORWARD/INTEREST .06
FROM SETTLEMENTS THIS WEEK

DUE OWNER FROM TRIPS 1,672.50
TOTAL CREDITS FROM SETTLEMENTS 506.39
TOTAL CHARGES FROM SETTLEMENTS 2,245.33-

NET CREDIT/CHARGES FROM SETTLEMENTS 1,738.94-
NET XS MI/TIRE/MI INC/RECON 76.27

SETTLEMENT GROSS DUE TO/FROM OWNER 9.89
AMOUNT LOADED ON CARD 9.89

OWNER HALTLL HALLMARK TRUCKING LLC

CITY: PORT CHARLOTTE

STATE: FL

ZIP CODE: 33948

#

O

UNIT 650168

ORDER NUMBER	DSP #	DATE SQ MMDD	DESCRIPTION	LOAD MILES	LOAD REVENUE	TRIP LOADED MILES	TRIP EMPTY MILES	TRIP TOTAL MILES	TRIP REVENUE	% OR RATE	OWNER REVENUE	REC RPM
ET		1 0725	EZ PASS TOLL								35.15	
FS 9221565	01	1 0721	FUEL SURCG FLAT								394.06	
RV 9221565	01	1 0721	TRIP REVENUE	1037	1,342.92	754	283	1037	1,342.92	.720	966.90	+ SOLO
TP 9221565	01	1 0721	TARP PAY								50.00	
Springfld MO E Gurdon AR L WashCrtHse OH												.932
FS 9236776	01	1 0725	FUEL SURCG FLAT								415.88	
RV 9236776	01	1 0725	TRIP REVENUE	1124	1,204.49	814	310	1124	1,204.49	.720	867.23	+ SOLO
TP 9236776	01	1 0725	TARP PAY								50.00	
WashCrtHse OH E Russellvl KY L Houston TX												.772

(**=Unapproved)

(L=Loaded,E=Empty,U=Unauthorized)

LTD MILES = 53,372

TOTAL REC. REVENUE & MILES

1568

593

2161

2,779.22

*

TOTAL REC. MILES

SOLO:

1568

593

2161

TEAM:

0

0

0

ORDER NUMBER	DSP #	DATE SQ MMDD	DESCRIPTION	CURRENT BALANCE		EXPENSE REIMBURSED	
RP		1 0728	REPAIR PAYMENTS 704687/705892	.00	755.29		
				TOTAL REIMBURSED:		755.29	*
ORDER NUMBER	DSP #	DATE SQ MMDD	DESCRIPTION	CURRENT BALANCE	CHARGES DEDUCTED	FUEL DISCNT	
AP		1 0407	APU RENTAL PYMT 3000128401	.00	70.00		
AS		1 0616	ACCOUNTING SERV	.00	21.75		
EZ		1 0725	EZ FAST LN TOLL 013 thru 07/24	.00	125.81		
FC		1 0723	FUEL CARD CHARGE	.00	1.00		
FE		1 0531	FB/TANK EQ PYMT	001050 0680325	2,736.16	88.27	
IE		1 0531	INTEREST EXPENS	001050 0680325	129.12	4.16	
IM		1 0729	IMAGE TRIPS	.00	5.00		
LF		1 0407	FED HWY TAX	.00	10.58		
LP		1 0407	LICENSE/PERMITS	.00	37.50		
NP		2 0602	TRUCK PAYMENT	.00	869.00		
OW		1 0331	OWNER OCCUP ACC	.00	52.15		
PB		1 0729	P/B ADJUSTMENT	.00	30.00		
PO		1 0729	** NORTH STAR GRILL, MO **	.00	11.62		
RP		2 0728	REPAIR PAYMENTS 704687/705892	680.29	75.00		
UR	00	1 0723	Inv# 009000-0704687	.00	486.49		
UR	00	2 0728	Inv# 009000-0705892	.00	268.80		
SF 9221565	01	1 0721	FUEL TAX CHARGES	.00	20.74		
UF 9221565	01	1 0721	TRACTOR FUEL 119.8 GAL.	SPRIMO 9816704	.00	399.41	
UF 9221565	01	2 0723	TRACTOR FUEL 050.1 GAL.	C00543075 FRA KY 9828429	.00	190.58	16.42

EXHIBIT 27

OWNER HALTLL HALLMARK TRUCKING LLC										CITY: PORT CHARLOTTE		STATE: FL		ZIP CODE: 33948		O	
UNIT 650168																	
ORDER DSP		DATE								CURRENT		#		CHARGES		FUEL	
NUMBER #		SQ MMDD		DESCRIPTION						BALANCE				DEDUCTED		DISCNT	

WA 9221565		01 1 0723		ADVANCE						C00577622		9829362		.00		101.00	
SF 9236776		01 1 0725		FUEL TAX CHARGES										.00		22.48	
UE 9236776		01 1 0727		TRACTOR DEF						C00037752 HM TN		9856440		.00		41.52	
UF 9236776		01 1 0725		TRACTOR FUEL 071.5 GALS.						C00727986 COLUOH		9849135		.00		283.42 31.49	
UF 9236776		01 2 0726		TRACTOR FUEL 100.3 GALS.						C00527033 SONOKY		9852230		.00		377.15 26.17	
UF 9236776		01 3 0727		TRACTOR FUEL 001.6 GALS.						C00037752 HM TN		9856440		.00		6.07 .44	
UF 9236776		01 4 0727		TRACTOR FUEL 040.1 GALS.						C00114972 TEXAAR		9859318		.00		154.51 14.01	
WA 9236776		01 1 0725		ADVANCE						C00700374		9848439		.00		51.00	
WA 9236776		01 2 0726		ADVANCE						C00590647		9854445		.00		31.00	
UD		01 1 0730		TRAC FUEL DSCNT										.00		88.53-	
MG		01 1 0730		MILEAGE CHARGE										.00		97.25	
														TOTAL DEDUCTIONS FROM TRUCK		3,844.73 *	
ORDER DSP		DATE								CURRENT				CHARGES			
NUMBER #		SQ MMDD		DESCRIPTION						BALANCE				DEDUCTED			

***** NO ENTRY FOR THIS RUN *****																	
OWNER BALANCE FORWARD										.00						TOTAL WAGE EXPENSE: .00 *	
PERF BOND/EMER FUND PAID										1,410.00 / .00						GROSS AMOUNT DUE UNIT: 310.22- **	
MILES 2,161		EXCESS MILE		CURRENT		PRIOR		CARRY-OVER									
BALANCE 50.30				TIRE 1,024.22		TIRE .00		WARRANTY .00									
SETTLEMENT 29.45-				43.22													
EXCESS MILEAGE COMPUTATION: (2809 MILES FOR 19 WEEKS) - (2845 MILES FOR 18 WEEKS)										56.05		-		85.50		EXCESS MILE/TIRE AMOUNT: 13.77- *	
M I L E S I N C E N T I V E																	
MILES QTD 10,605																	
D R I V E L I N E		R E P A I R S															
<=500 .00		>500 .00															
R E C O N C I L I A T I O N																	
		ACTUAL		ACTUAL													
		CUR WEEK		ACCUMULATED		GUARANTEE		OVER/UNDER		PREV. BAL							

BOTH																	
MILES @1.020		2,161		53,372		53,372											
REVENUE 1,834.13				67,089.86		- 54,439.44		= 12,650.42 OVER									
REVENUE/MILE .848				1.257		1.020											

TOTAL ACCU: REV		67,089.86		MILES 53,372		REV/MILE 1.257		NET AMOUNT DUE UNIT:								323.99- **	

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SETTLEMENTS DATE: 10/1/14
DATE: 7/30/14
TIME:21:08:55

PRIME INC.
FLATBED DIV 002 FINAL

PAGE 3
SET15XF

EXHIBIT 27

OWNER HALTLL HALLMARK TRUCKING LLC
PRIOR WEEK BALANCE FORWARD/INTEREST

CITY: PORT CHARLOTTE STATE: FL ZIP CODE: 33948

O

BALANCE FORWARD .00
PERFORMANCE BOND/EMERGENCY FUND PAID 2,404.22
TIRE FUND
LESS PRIOR BALANCE FORWARD .00

SUBTOTAL 2,404.22
INTEREST INCOME A.P.R. X .11%

INTEREST INCOME .05
OPERATING DEFFICIENCY .00
INTEREST EXPENSE A.P.R. X .11%

OPERATING DEFFICIENCY INTEREST INCOME .00

NET PRIOR WEEK BALANCE FORWARD/INTEREST .05
FROM SETTLEMENTS THIS WEEK

DUE OWNER FROM TRIPS 2,779.22
TOTAL CREDITS FROM SETTLEMENTS 755.29
TOTAL CHARGES FROM SETTLEMENTS 3,844.73-

NET CREDIT/CHARGES FROM SETTLEMENTS 3,089.44-
NET XS MI/TIRE/MI INC/RECON 13.77-

SETTLEMENT GROSS DUE TO/FROM OWNER 323.94-

DATE: 8/27/14

PRIME INC.

TIME:20:43:07

FLATBED DIV

002 FINAL

SET15XF

EXHIBIT 27

OWNER HALTLL HALLMARK TRUCKING LLC

CITY: PORT CHARLOTTE

STATE: FL

ZIP CODE: 33948

#

O

UNIT 650168

ORDER NUMBER	DSP #	SQ	DATE MMDD	DESCRIPTION	LOAD MILES	LOAD REVENUE	TRIP LOADED MILES	TRIP EMPTY MILES	TRIP TOTAL MILES	TRIP REVENUE	% OR RATE	OWNER REVENUE	REC RPM
DT 9121434	01	1	0826	Deten Inv9709346								32.40	+
FS 9290268	01	1	0818	FUEL SURCG FLAT								276.38	
RV 9290268	01	1	0818	TRIP REVENUE	737	1,165.89	598	139	737	1,165.89	.720	839.44	+
RV 9290268	01	2	0818	STOP/PICKUP								72.00	+
RV 9290268	01	3	0818	STOPOFF PAY								20.00	+
Corsicana TX E MtPleasant TX L Wellington KS L Dodge City KS L GardenCity KS													
													1.264
FS 9298503	01	1	0820	FUEL SURCG FLAT								163.40	
RV 9298503	01	1	0820	TRIP REVENUE	430	584.60	232	198	430	584.60	.720	420.91	+
TP 9298503	01	1	0820	TARP PAY								50.00	+
GardenCity KS E Phillipsbg KS L Norfolk NE													
													.979
FS 9299188	02	1	0825	FUEL SURCG FLAT								110.20	
RV 9299188	02	1	0825	TRIP REVENUE	2081	1,774.31	168	122	290	247.26	.720	178.03	+
Phildlphia PA E Pittston PA L Altoona PA													
													.614

(**=Unapproved)

(L=Loaded,E=Empty,U=Unauthorized)

LTD MILES = 63,285

TOTAL REC. REVENUE & MILES

998 459 1457

2,162.76 *

TOTAL REC. MILES

SOLO:

TEAM:

998 459 1457

0 0 0

ORDER NUMBER	DSP #	DATE SQ MMDD	DESCRIPTION	CURRENT BALANCE	EXPENSE REIMBURSED	
SH	00	1 0825	Inv# 002050-0719610	.00	57.84	
				TOTAL REIMBURSED:	57.84 *	
ORDER NUMBER	DSP #	DATE SQ MMDD	DESCRIPTION	CURRENT BALANCE	CHARGES DEDUCTED	FUEL DISCNT
AP		1 0407	APU RENTAL PYMT 3000128401	.00	70.00	
AS		1 0616	ACCOUNTING SERV	.00	21.75	
EZ		1 0825	EZ FAST LN TOLL 001 thru 08/21	.00	.25	
FC		1 0820	FUEL CARD CHARGE	.00	1.00	
FE		1 0531	FB/TANK EQ PYMT	2,383.08	88.27	
IE		1 0531	INTEREST EXPENS	001050 0680325 112.48	4.16	
IM		1 0826	IMAGE TRIPS	.00	5.00	
LF		1 0407	FED HWY TAX	.00	10.58	
LP		1 0407	LICENSE/PERMITS	.00	37.50	
NP		2 0602	TRUCK PAYMENT	.00	869.00	
OW		1 0331	OWNER OCCUP ACC	.00	52.15	
PW		1 0825	PASS WEIGH STN 009 thru 07/31	.00	8.28	
RP		2 0728	REPAIR PAYMENTS 704687/705892	380.29	75.00	
SH	00	2 0825	Inv# 002050-0719615	.00	19.84	

EXHIBIT 27

OWNER HALTLL HALLMARK TRUCKING LLC									
UNIT 650168									
CITY: PORT CHARLOTTE STATE: FL ZIP CODE: 33948									
O									
ORDER	DSP	DATE							
NUMBER	#	SQ	MMDD	DESCRIPTION	CURRENT	#	CHARGES	FUEL	
					BALANCE		DEDUCTED	DISCNT	
SF	9290268	01	1	0818 FUEL TAX CHARGES	.00		14.74		
UE	9290268	01	1	0818 TRACTOR DEF	.00		30.82		
UF	9290268	01	1	0818 TRACTOR FUEL 100.1 GALS.	.00		385.58	44.03	
SF	9298503	01	1	0820 FUEL TAX CHARGES	.00		8.60		
UF	9298503	01	1	0820 TRACTOR FUEL 100.9 GALS.	.00		396.77	4.04	
SF	9299188	02	1	0825 FUEL TAX CHARGES	.00		5.80		
UF	9299188	02	1	0826 TRACTOR FUEL 050.0 GALS.	.00		183.24		
UD		02	1	0827 TRAC FUEL DSCNT	.00		48.07-		
MG		02	1	0827 MILEAGE CHARGE	.00		65.57		
TOTAL DEDUCTIONS FROM TRUCK								2,305.83	*
ORDER	DSP	DATE							
NUMBER	#	SQ	MMDD	DESCRIPTION	CURRENT	#	CHARGES		
					BALANCE		DEDUCTED		
***** NO ENTRY FOR THIS RUN *****									
OWNER BALANCE FORWARD					TOTAL WAGE EXPENSE:				
PERF BOND/EMER FUND PAID					GROSS AMOUNT DUE UNIT:				
MILES 1,457 EXCESS MILE					.00 *				
BALANCE 30.80					85.23- **				
SETTLEMENT 30.80-									
EXCESS MILEAGE COMPUTATION: (2751 MILES FOR 23 WEEKS) - (2810 MILES FOR 22 WEEKS)					1.66 *				
M I L E S I N C E N T I V E									
MILES QTD 20,518									
D R I V E L I N E R E P A I R S									
<=500 .00 >500 .00									
R E C O N C I L I A T I O N									
ACTUAL									
CUR WEEK									
BOTH									
MILES @1.020									
REVENUE									
REVENUE/MILE									
TOTAL ACCU: REV									
81,707.17 MILES									
63,285									
REV/MILE 1.291									
NET AMOUNT DUE UNIT:									
83.57- **									

Case 1:15-cv-10603-PBS Document 177-27 Filed 09/13/19 Page 27 of 27

SETTLEMENTS DATE: 10/1/14
DATE: 8/27/14
TIME:20:43:07

PRIME INC.
FLATBED DIV 002 FINAL

STC04
SET15XF

PAGE 3

EXHIBIT 27

OWNER HALTLL HALLMARK TRUCKING LLC
PRIOR WEEK BALANCE FORWARD/INTEREST

CITY: PORT CHARLOTTE STATE: FL ZIP CODE: 33948

O

BALANCE FORWARD .00
PERFORMANCE BOND/EMERGENCY FUND PAID 3,536.56
TIRE FUND
LESS PRIOR BALANCE FORWARD .00

SUBTOTAL 3,536.56
INTEREST INCOME A.P.R. X .11%

INTEREST INCOME .07
OPERATING DEFFICIENCY .00
INTEREST EXPENSE A.P.R. X .11%

OPERATING DEFFICIENCY INTEREST INCOME .00

NET PRIOR WEEK BALANCE FORWARD/INTEREST .07
FROM SETTLEMENTS THIS WEEK

DUE OWNER FROM TRIPS 2,162.76
TOTAL CREDITS FROM SETTLEMENTS 57.84
TOTAL CHARGES FROM SETTLEMENTS 2,305.83-

NET CREDIT/CHARGES FROM SETTLEMENTS 2,247.99-
NET XS MI/TIRE/MI INC/RECON 1.66

SETTLEMENT GROSS DUE TO/FROM OWNER 83.50-

DATE: 10/22/14
TIME: 19:53**EXHIBIT 28**

PRIME INC.

REEFER DIVISION
DRIVERS PAYROLL RECAP
PAYROLL ENDING 14/10/24

GRICJ

PYRP33
PAGE 32EMPLOYEE: OLIDR DOMINIC OLIVEIRA
UNIT: 750172

EARNINGS:

DATE TO PAY	UNIT #	ORDER NUMBER	DISPATCH NUMBER	DISPATCH DATE	EMPTY DATE	TYPE OF PAY	EMPTY MILES	LOADED MILES	TOTAL MILES	RATE	ADD PAY	TRIP PAY
10/24/14	750172	9345991	02	10/15/14	10/17/14	MILEAGE PAY		1759	1759	.100	.00	175.90
Springfld MO L Madera CA												
10/22/14	750172	9429328	01	10/17/14	10/20/14	MILEAGE PAY	120	2429	2549	.100	.00	254.90
Madera CA E Salinas CA L Jackson GA												
10/24/14	750172	9448378	02	10/20/14	10/21/14	MILEAGE PAY		623	623	.100	.00	62.30
Jackson GA L Miami FL												

							120	4811	4931			.00	493.10
(**=Unapproved) (L=Loaded, E=Empty, U=Unauthorized)							GROSS PAY PER MILE:		.100	TOTAL GROSS PAY:		493.10	

TAXES:

FEDERAL:	47.35		
FICA:	37.72		
STATE:	20.00		
LOCAL:	.00		
TOTAL:	105.07	TOTAL TAXES:	105.07

TRAVEL ALLOWANCE:

DIEM 05	750172	9345991	10/15/14	TRAVEL ALLOWANC	87.95		
DIEM 05	750172	9429328	10/17/14	TRAVEL ALLOWANC	127.45		
DIEM 05	750172	9448378	10/20/14	TRAVEL ALLOWANC	31.15		
					246.55	TRAVEL ALLOWANCE:	246.55

REIMBURSEMENTS:

MOTL 02	750172	9345991	10/21/14	MOTEL SPRINGFIE A295371	52.03		
					52.03	TOTAL REIMBURSEMENTS:	52.03

DEDUCTIONS:

ADV 01	750172	9429328	10/18/14	WAGE ADVANCE	1438572	91.00	51889592	CUR BAL:
ADV 01	750172	9448378	10/20/14	WAGE ADVANCE	1446387	23.00	52022487	
						114.00	TOTAL CHARGES:	114.00

NET EARNED:	572.61
AMOUNT LOADED ON CARD:	572.61

DOMINIC OLIVEIRA

DATE: 10/29/14
TIME: 18:51**EXHIBIT 28**REEFER DIVISION
DRIVERS PAYROLL RECAP
PAYROLL ENDING 14/10/31

GRICJ

PYRP33
PAGE 32EMPLOYEE: OLIDR DOMINIC OLIVEIRA
UNIT: 750172

EARNINGS:												
DATE TO PAY	UNIT #	ORDER NUMBER	DISPATCH NUMBER	DISPATCH DATE	EMPTY DATE	TYPE OF PAY	EMPTY MILES	LOADED MILES	TOTAL MILES	RATE	ADD PAY	TRIP PAY
10/31/14	750172	9459838	01	10/21/14		STOP/PICKUP				10.000	10.00	.00
10/31/14	750172	9459838	01	10/21/14	10/23/14	MILEAGE PAY		1158	1158	.100	.00	115.80
	Miami	FL	L E Point	GA	L Shelbyvl	IN						
10/31/14	750172	9449433	01	10/23/14	10/23/14	MILEAGE PAY	95	278	373	.100	.00	37.30
	Shelbyvl	IN	E Lafayette	IN	L Reed City	MI						
10/31/14	750172	9464678	01	10/23/14	10/25/14	MILEAGE PAY	93	622	715	.100	.00	71.50
	Reed City	MI	E Zeeland	MI	L Pottsville	PA						
10/31/14	750172	9468876	01	10/25/14		STOP/PICKUP				10.000	20.00	.00
10/31/14	750172	9468876	01	10/25/14	10/28/14	MILEAGE PAY	588	1006	1594	.100	.00	159.40
	Pottsville	PA	E Plainwell	MI	L Plainwell	MI	L Philldphia	PA	L Roxbury	MA	L Danvers	MA
							776	3064	3840		30.00	384.00
(**=Unapproved) (L=Loaded,E=Empty,U=Unauthorized) GROSS PAY PER MILE:							.108	TOTAL GROSS PAY:				414.00
TAXES:												
FEDERAL:							35.48					
FICA:							31.67					
STATE:							15.77					
LOCAL:							.00					
TOTAL:							82.92	TOTAL TAXES:				82.92
TRAVEL ALLOWANCE:												
DIEM 05	750172	9459838	10/21/14	TRAVEL ALLOWANC			57.90					
DIEM 05	750172	9449433	10/23/14	TRAVEL ALLOWANC			18.65					
DIEM 05	750172	9464678	10/23/14	TRAVEL ALLOWANC			35.75					
DIEM 05	750172	9468876	10/25/14	TRAVEL ALLOWANC			79.70					
							192.00	TRAVEL ALLOWANCE:				192.00
							.00	TOTAL REIMBURSEMENTS:				.00
							.00	TOTAL CHARGES:				.00
NET EARNED:											523.08	
DIR DEP TO BANK 211371379:											523.08	

DOMINIC OLIVEIRA

DATE: 11/05/14
TIME: 19:03**EXHIBIT 28**

PRIME INC.

WM CMPNY LEWIME
DRIVERS PAYROLL RECAP
PAYROLL ENDING 14/11/07

YOUNJP

PYRP33
PAGE 52EMPLOYEE: OLIDR DOMINIC OLIVEIRA
UNIT: 750172

EARNINGS:

DATE TO PAY	UNIT #	ORDER NUMBER	DISPATCH NUMBER	DISPATCH DATE	EMPTY DATE	TYPE OF PAY	EMPTY MILES	LOADED MILES	TOTAL MILES	RATE	ADD PAY	TRIP PAY
11/07/14	750172	9462618	01	10/28/14	10/29/14	MILEAGE PAY	360	669	1029	.100	.00	102.90
Danvers MA E Easton ME L Bethlehem PA												
11/07/14	629172	9489957	01	11/01/14		STOP/PICKUP				15.000	15.00	.00
11/07/14	629172	9489957	01	11/01/14	11/02/14	MILEAGE PAY		411	411	.000	.00	168.18
Lewiston ME L Northbrdg MA L N Smithfld RI L Lewiston ME												
11/07/14	629172	9490313	01	11/02/14		STOP/PICKUP				15.000	30.00	.00
11/07/14	629172	9490313	01	11/02/14	11/03/14	MILEAGE PAY		416	416	.000	.00	170.23
Lewiston ME L Northbrdg MA L N Smithfld RI L N Attlebro MA L Lewiston ME												
11/07/14	849167	9492985	01	11/03/14		STOP/PICKUP				15.000	30.00	.00
11/07/14	849167	9492985	01	11/03/14	11/04/14	MILEAGE PAY		508	508	.000	.00	207.87
Lewiston ME L N Windham CT L E Windsor CT L Hartford CT L Lewiston ME												
11/07/14	629172	9489957	01	11/05/14		FUEL BNS @.017				1.000	.00	6.99
11/07/14	629172	9490313	01	11/05/14		FUEL BNS @.017				1.000	.00	7.07
11/07/14	849167	9492985	01	11/05/14		FUEL BNS @.030				1.000	.00	15.24
							360	2004	2364		75.00	678.48

(**=Unapproved) (L=Loaded, E=Empty, U=Unauthorized) GROSS PAY PER MILE: .319 TOTAL GROSS PAY: 753.48

TAXES:

FEDERAL:	86.41		
FICA:	57.65		
STATE:	36.64		
LOCAL:	.00		
TOTAL:	180.70	TOTAL TAXES:	180.70

TRAVEL ALLOWANCE:

DIEM 05	750172	9462618	10/28/14	TRAVEL ALLOWANC	51.45		
					51.45	TRAVEL ALLOWANCE:	51.45
					.00	TOTAL REIMBURSEMENTS:	.00

DEDUCTIONS:

ADV 01	750172	9402679	10/21/14	WAGE ADVANCE	1455784	115.00	42189497	CUR BAL:
ADV 01	750172	9462618	10/28/14	WAGE ADVANCE	1508026	57.00	52883335	
PPOS 02	750172		11/07/14	NORTH STAR GRI		50.94	** CAFE PA	
						222.94	TOTAL CHARGES:	222.94

DOMINIC OLIVEIRA

DATE: 11/05/14 PRIME INC.
TIME: 19:41:37

WM CMPNY LEWIME
DRIVERS PAYROLL RECAP
PAYROLL ENDING 14/11/07

YOUNJP

PYRP33
PAGE 53

EXHIBIT 28

EMPLOYEE: OLIDR DOMINIC OLIVEIRA
UNIT: 750172

NET EARNED: 401.29
DIR DEP TO BANK 211371379: 401.29

DATE: 11/12/14
TIME: 19:00**EXHIBIT 28**WM CMPNY LEWIME
DRIVERS PAYROLL RECAP
PAYROLL ENDING 14/11/14

YOUNJP

PYRP33
PAGE 54EMPLOYEE: OLIDR DOMINIC OLIVEIRA
UNIT: 629172

EARNINGS:

DATE TO PAY	UNIT #	ORDER NUMBER	DISPATCH NUMBER	DISPATCH DATE	EMPTY DATE	TYPE OF PAY	EMPTY MILES	LOADED MILES	TOTAL MILES	RATE	ADD PAY	TRIP PAY
11/14/14	629172	9496364	01	11/04/14		STOP/PICKUP				15.000	45.00	.00
11/14/14	629172	9496364	01	11/04/14	11/05/14	MILEAGE PAY		398	398	.000	.00	162.86
	Lewiston	ME L Avon		MA L Raynham	MA L Plymouth	MA L Halifax	MA L Lewiston	ME				
11/14/14	629172	9508491	01	11/08/14		STOP/PICKUP				15.000	45.00	.00
11/14/14	629172	9508491	01	11/08/14	11/09/14	MILEAGE PAY		509	509	.000	.00	208.28
	Lewiston	ME L Coventry		RI L Westerly	RI L Groton	CT L Waterford	CT L Lewiston	ME				
11/14/14	820041	9509198	01	11/09/14		STOP/PICKUP				15.000	15.00	.00
11/14/14	820041	9509198	01	11/09/14	11/10/14	MILEAGE PAY		432	432	.000	.00	176.77
	Lewiston	ME L N Attleboro		MA L N Dartmouth	MA L Lewiston	ME						
11/14/14	849167	9512433	02	11/10/14		STOP/PICKUP				15.000	30.00	.00
11/14/14	849167	9512433	02	11/10/14	11/11/14	MILEAGE PAY		274	274	.000	.00	112.12
	Lewiston	ME L Concord		NH L Tilton	NH L Gilford	NH L Lewiston	ME					
11/14/14	849167	9512433	02	11/12/14		FUEL BNS @.024				1.000	.00	6.58
								1613	1613		135.00	666.61
(**=Unapproved) (L=Loaded,E=Empty,U=Unauthorized) GROSS PAY PER MILE:							.497	TOTAL GROSS PAY:				801.61
TAXES:							FEDERAL:	93.63				
							FICA:	61.32				
							STATE:	40.03				
							LOCAL:	.00				
							TOTAL:	194.98	TOTAL TAXES:			194.98
								.00	TRAVEL ALLOWANCE:			.00
								.00	TOTAL REIMBURSEMENTS:			.00
DEDUCTIONS:												CUR BAL:
MISC 15				11/05/14		FUEL CARD CHARGE		1.00				
ADV 01	849167	9512433		11/11/14		WAGE ADVANCE	1601709	Greenland	NH	53.00		
MISC 07				11/14/14		OPER BAL TRANS				50.00		1208.30
								104.00	TOTAL CHARGES:			104.00
									NET EARNED:			502.63
									DIR DEP TO BANK 211371379:			502.63

DOMINIC OLIVEIRA

DATE: 11/19/14
TIME: 19:43:12**EXHIBIT 28**WM CMPNY LEWIME
DRIVERS PAYROLL RECAP
PAYROLL ENDING 14/11/21

YOUNJP

PYRP33
PAGE 61EMPLOYEE: OLIDR DOMINIC OLIVEIRA
UNIT: 629172

EARNINGS:

DATE TO PAY	UNIT #	ORDER NUMBER	DISPATCH NUMBER	DISPATCH DATE	EMPTY DATE	TYPE OF PAY	EMPTY MILES	LOADED MILES	TOTAL MILES	RATE	ADD PAY	TRIP PAY
11/21/14	629172	9516295	01	11/11/14		STOP/PICKUP				15.000	30.00	.00
11/21/14	629172	9516295	01	11/11/14	11/12/14	MILEAGE PAY		432	432	.000	.00	176.77
	Lewiston	ME L Derry		NH L Gardner	MA L Ware	MA L Lewiston	ME					
11/21/14	629172	9518675	01	11/12/14		STOP/PICKUP				15.000	30.00	.00
11/21/14	629172	9518675	01	11/12/14	11/13/14	MILEAGE PAY		429	429	.000	.00	175.55
	Lewiston	ME L N Oxford		MA L Leicester	MA L Ware	MA L Lewiston	ME					
11/21/14	849167	9528206	01	11/16/14		STOP/PICKUP				15.000	45.00	.00
11/21/14	849167	9528206	01	11/16/14	11/17/14	MILEAGE PAY		281	281	.000	.00	114.99
	Lewiston	ME L Waterville		ME L Skowhegan	ME L Palmyra	ME L Ellsworth	ME L Lewiston	ME				
11/21/14	629172	9530674	01	11/17/14		STOP/PICKUP				15.000	30.00	.00
11/21/14	629172	9530674	01	11/17/14	11/18/14	MILEAGE PAY		511	511	.000	.00	209.10
	Lewiston	ME L N Windham		CT L Lisbon	CT L Waterford	CT L Lewiston	ME					
11/21/14	849167	9528206	01	11/19/14		FUEL BNS @.030				1.000	.00	8.43
								1653	1653		135.00	684.84
(**=Unapproved) (L=Loaded,E=Empty,U=Unauthorized) GROSS PAY PER MILE:							.496			TOTAL GROSS PAY:		819.84
TAXES:							FEDERAL:	96.36				
							FICA:	62.72				
							STATE:	41.32				
							LOCAL:	.00				
							TOTAL:	200.40		TOTAL TAXES:		200.40
								.00		TRAVEL ALLOWANCE:		.00
								.00		TOTAL REIMBURSEMENTS:		.00
DEDUCTIONS:												CUR BAL:
MISC 15				11/12/14		FUEL CARD CHAR		1.00		FUEL CARD CHARGE		
ADV 01	629172	9518675		11/12/14		WAGE ADVANCE	1620007	Greenland	NH	40.00		
ADV 01	849167	9528206		11/16/14		WAGE ADVANCE	1646354	Fairfield	ME	60.00		
ADV 01	629172	9530674		11/18/14		WAGE ADVANCE	1654071	Sturbridge	MA	23.00		
MISC 07				11/21/14		OPER BAL TRANS				50.00		1158.30
										174.00		TOTAL CHARGES:
												174.00
										NET EARNED:		445.44
										DIR DEP TO BANK 211371379:		445.44

DOMINIC OLIVEIRA

DATE: 11/26/14
TIME: 19:00**EXHIBIT 28**WM CMPNY LEWIME
DRIVERS PAYROLL RECAP
PAYROLL ENDING 14/11/28

YOUNJP

PYRP33
PAGE 57EMPLOYEE: OLIDR DOMINIC OLIVEIRA
UNIT: 649003

EARNINGS:

DATE TO PAY	UNIT #	ORDER NUMBER	DISPATCH NUMBER	DISPATCH DATE	EMPTY DATE	TYPE OF PAY	EMPTY MILES	LOADED MILES	TOTAL MILES	RATE	ADD PAY	TRIP PAY
11/28/14	649003	9522753	01	11/13/14		STOP/PICKUP				15.000	45.00	.00
11/28/14	649003	9522753	01	11/13/14	11/14/14	MILEAGE PAY		279	279	.000	.00	114.17
	Lewiston	ME L Somerswrth	NH L Rochester	NH L Gilford	NH L Concord		NH L Lewiston	ME				
11/28/14	629172	9534245	02	11/18/14		STOP/PICKUP				15.000	30.00	.00
11/28/14	629172	9534245	02	11/18/14	11/19/14	MILEAGE PAY		414	414	.000	.00	169.41
	Lewiston	ME L Raynham	MA L Fall Rvr	MA L N Dartmouth	MA L Lewiston		ME					
11/28/14	629172	9542813	01	11/21/14		STOP/PICKUP				15.000	45.00	.00
11/28/14	629172	9542813	01	11/21/14	11/22/14	MILEAGE PAY		409	409	.000	.00	167.36
	Lewiston	ME L Avon	MA L Brockton	MA L Swansea	MA L Seekonk		MA L Lewiston	ME				
								1102	1102		120.00	450.94
(**=Unapproved) (L=Loaded, E=Empty, U=Unauthorized) GROSS PAY PER MILE:							.518	TOTAL GROSS PAY:				570.94
TAXES:							FEDERAL:	59.03				
							FICA:	43.67				
							STATE:	24.16				
							LOCAL:	.00				
							TOTAL:	126.86	TOTAL TAXES:			126.86
								.00	TRAVEL ALLOWANCE:			.00
								.00	TOTAL REIMBURSEMENTS:			.00
DEDUCTIONS:							CUR BAL:					
ADV 01	629172	9534245	11/18/14	WAGE ADVANCE	1661729	Greenland	NH	14.00				
MISC 15			11/19/14	FUEL CARD CHARGE				1.00	FUEL CARD CHARGE			
MISC 07			11/28/14	OPER BAL TRANS				500.00				658.30
								515.00	TOTAL CHARGES:			515.00
NET EARNED:												70.92-

DOMINIC OLIVEIRA