

David Tykulsker, Esq.
DAVID TYKULSKER & ASSOCIATES
161 Walnut Street
Montclair, New Jersey 07042
(973) 509-9292
Attorneys for Plaintiffs

GONZALO CHIRINO, FELIX D. JAY, :
ANDREW ANKLE, GARY JOSEPHS, :
RENE CAMPBELL, and ASTON :
HEMLEY, on behalf of themselves and :
all others similarly situated, :

Plaintiffs,

v.

PROUD 2 HAUL, INC. , :
IVANA KOPROWSKI, and "Anonymous :
Managers 1-5" (names being fictitious), :

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: HUDSON COUNTY

DOCKET NO.

Civil Action

COMPLAINT
AND JURY DEMAND

Class Action per R.4:32-1

INTRODUCTORY STATEMENT

1. Plaintiffs bring this action individually and as a class to redress defendants' misclassification of them with regards to worker's compensation premiums, and their failure to comply with the Federal Truth-in-Leasing regulations, codified at 49 C.F.R. § 376.12, regarding certain deductions taken from their pay.

JURISDICTION AND VENUE

2. This Court has subject matter jurisdiction over these matters pursuant to its general jurisdiction, and personal jurisdiction over the defendants.

3. A civil action to redress the violations of the Truth-in-Leasing regulations is authorized by 49 U.S.C. § 14704.
4. This matter is properly venued in Hudson County as defendants' principal business office is located in Kearny.

PARTIES

5. Plaintiff GONZALES CHIRINO is a resident of Union County who drives and/or has driven for Defendant Proud 2 Haul, Inc. ("P2H").
6. Plaintiff GARY JOSEPHS is a resident of Passaic County who drives and/or has driven for Defendant P2H.
7. Plaintiff ANDREW ANKLE is a resident of Essex County who drives and/or has driven for Defendant P2H.
8. Plaintiff FELIX D. JAY is a resident of Passaic County who drives and/or has driven for Defendant P2H.
9. Plaintiff RENE CAMPBELL is a resident of Passaic County who drives and/or has driven for Defendant P2H.
10. Plaintiff ASTON HEMLEY is a resident of Essex County who drives and/or has driven for Defendant P2H.
11. Defendant P2H is a New Jersey corporation with a principal place of business at 61 Lincoln Highway, Suite 16, Kearny, County of Hudson, New Jersey 07032.
12. Defendant IVANA KOPROWSKI ("Koprowski") is and has been at all relevant times the President and CEO of P2H.

13. Anonymous Managers 1-5" (names being fictitious) are additional managers of P2H who have controlled plaintiffs' work, contract and pay practices.
14. Upon information and belief, at all times relevant, Defendants Koprowski and "Anonymous Managers 1-5" (names being fictitious) have had the power to hire and fire employees, set their wages, retain time and/or wage records, and otherwise control the terms and conditions of their employment.
15. Upon information and belief, at all times relevant, Koprowski and/or "Anonymous Managers 1-5" (names being fictitious) have had the power to engage drivers on behalf of P2H, set the terms under which drivers work for P2H, and otherwise exercise control over their work.
16. Upon information and belief, at all times relevant, Koprowski and/or "Anonymous Managers 1-5" (names being fictitious) have had the power to stop any illegal pay practices.
17. Koprowski and/or "Anonymous Managers 1-5" (names being fictitious) have actively managed, supervised, and directed the business affairs and operation of P2H and has acted directly and indirectly in relation to the employees, Individual Plaintiffs and the Class.
18. Koprowski and/or "Anonymous Managers 1-5" (names being fictitious) have set wage and hauling rates, supervised daily operations, have taken part in the hiring and firing of employees and truckers, and have entered into and terminated contracts with trucker owner-operators as responsible officials on behalf of P2H.

STATEMENT OF FACTS

19. Defendants are engaged in the business of hauling freight by truck into and out of the Port of New York and New Jersey ("the Port") on the New Jersey side of New York Harbor.

20. Defendant P2H is licensed by the Federal Motor Carrier Safety Administration (“FMCSA”) to perform General Freight and Intermodal Container services, under Department of Labor (“DOT”) #1678732.
21. A true copy of P2H’s registration information with the FMCSA’s is annexed hereto as Exhibit A.
22. Plaintiffs GONZALO CHIRINO, FELIX D. JAY, GARY JOSEPHS, ANDREW ANKLE, RENE CAMPBELL, and ASTON HEMLEY (collectively “the Individual Plaintiffs”) each currently perform or have performed services driving trucks into and out of the Port for Defendants as a vital part of Defendants’ business.
23. For all purposes and at all times relevant to this lawsuit, Defendant P2H is an employer within the meaning of N.J.S.A. 34: 11-4.1(a).
24. For all purposes and at all times relevant to this lawsuit, Defendant Koprowski is an employer within the meaning of N.J.S.A. 34: 11-4.1(a).
25. For all purposes and at all times relevant to this lawsuit, “Anonymous Managers 1-5” (names being fictitious), is each an employer within the meaning of N.J.S.A. 34: 11-4.1(a).
26. For all purposes and at all times relevant to this lawsuit, the Individual Plaintiffs are each an employee within the meaning of N.J.S.A. 34:11-4.1(b).
27. For all purposes and at all times relevant to this lawsuit, the members of the Class, as hereinafter defined are each an employee within the meaning of N.J.S.A. 34:11-4.1(b).
28. The Individual Plaintiffs, and the Class, as hereinafter defined, each entered into equipment leases with P2H.

29. As a duly licensed interstate freight carrier, the equipment leases that P2H entered into with the Individual Plaintiffs, and with the Class, are required to conform to the Federal Truth-in-Leasing regulations, codified at 49 C.F.R. § 376.12.
30. The services of the Individual Plaintiffs and the Class are necessary for Defendants to accomplish their work of hauling freight into and out of the Port.
31. Without the services of the Individual Plaintiffs, the Class and or persons similarly situated, Defendants could not accomplish their work of hauling freight into and out of the Port.
32. Attached as Exhibit B is a true copy of an equipment lease contract entered into by Plaintiff Gary Josephs and P2H (“the First Form Agreement”) in or about October, 2007.
33. Attached as Exhibit C is a true copy of an equipment lease contract entered into by Plaintiff Gary Josephs and P2H (“the Second Form Agreement”) in or about November, 2007.
34. Attached as Exhibit D is a true copy of an equipment lease contract entered into by Plaintiff Chirino Gonzalez with P2H (“the Third Form Agreement”) in or about November, 2010.
35. Each of the Individual Plaintiffs and the Class have each entered into an equipment lease contract with P2H substantially similar to either the First, Second or Third Form Agreements.
36. The First, Second and Third Form Agreements were required to conform to the Truth-in-Leasing regulations.
37. One intent of the First, Second and Third Form Agreements is to deem the Individual Plaintiffs and the Class to be independent contractors for worker’s compensation purposes.
38. At all relevant times, Defendants knew or should have known that for worker’s compensation purposes, the Individual Plaintiffs and the Class are deemed statutory employees. See e.g. *Caicco v. Toto Brothers, Inc.*, 62 N.J. 305 (1973).

39. At all relevant times, Defendants knew or should have known that the agreement of the Individual Plaintiffs and the Class to the First, Second or Third Form Agreement did not serve to convert the Individual Plaintiffs and the Class into independent contractors for worker's compensation purposes. Id.
40. The Individual Plaintiffs and the Class are covered by Defendant P2H's worker's compensation insurance, which is currently furnished by New Jersey Casualty Ins. Co. under policy number M55711610.
41. Defendants routinely deducted and continue to deduct 4% of the Individual Plaintiffs' and the Class's pay from the weekly pay of the Individual Plaintiffs and the Class, supposedly to pay for worker's compensation insurance premiums.
42. True copies of representative paystubs from plaintiffs Chirino, Josephs and Jay exemplifying pay deductions explicitly for worker's compensation purposes are attached hereto as Exhibit E.
43. Since in or about July, 2011, Defendants have continued the deduction of 4% from the pay of the Individual Plaintiffs and the Class, calling it "Other". Upon information and belief, this is simply a continuation of the previous practice of deducting for worker's compensation insurance.
44. True copies of representative paystubs from plaintiffs Chirino and Jay exemplifying pay deductions with the "Other" deduction are attached hereto as Exhibit F.
45. Defendants knew or should have known that these deductions for worker's compensation insurance are proscribed by law.
46. The Truth-in-Leasing regulations state:

Charge Back Items: The lease shall clearly specify all items that may be initially paid for by the authorized carrier, but ultimately deducted from the lessor's compensation at the time of payment or settlement, together with a recitation as to how the amount of each item is to be computed.

49 C.F.R. § 376.12(h).

47. Neither the First nor the Second nor the Third Form Agreement conforms to 49 C.F.R. § 376.12(h) with regard to the deduction for worker's compensation insurance or "Other".
48. The Truth-in-Leasing Regulations state that:

If the lessor purchases any insurance coverage for the operation of the leased equipment from or through the authorized carrier, the lease shall specify that the authorized carrier will provide the lessor with a copy of each policy upon the request of the lessor. Also, where the lessor purchases such insurance in this manner, the lease shall specify that the that the authorized carrier will provide the lessor with a certificate of insurance for each such policy. Each certificate of insurance shall include the name of the insurer, the policy number, the effective dates of the policy, the amounts and types of coverage the costs to the lessor for each type of coverage and the deductible amount for each type of coverage for which the lessor may be liable.

49 C.F.R. § 376.12 (j)(2).

49. Even if the deduction for worker's compensation insurance and/or other were permitted under New Jersey law, which it is not, such deduction would be illegal for the failure of the First, Second or Third Form Agreement to conform to 49 C.F.R. § 376.12 (j)(2).
50. Exhibits E and F contain deductions of \$25.00 per week for parking.
51. Exhibits E and F contain deductions for repairs to the trailers and/or chasses and/or containers.
52. At no time have any of the Individual Plaintiffs or the Class owned the trailers and/or chasses and/or containers for which deductions are being taken.

53. Rather at all times, the trailers, chasses and containers were either owned by or leased by Defendants, and/or were bailed to Defendants, and not to the Individual Plaintiffs or the Class.
54. Neither the First nor the Second nor the Third Form Agreement conforms to 49 C.F.R. § 376.12(h) with regard to the deduction for parking.
55. Neither the First nor the Second nor the Third Form Agreement conforms to 49 C.F.R. § 376.12(h) with regard to the deduction for repairs to the trailers and/or the chasses and/or the containers.

CLASS ACTION ALLEGATIONS

56. The Individual Plaintiffs bring this action pursuant to R.4:32-1 (b)(1), (b)(2) and (b)(3) on behalf of themselves and all other persons similarly situated.
57. The Individual Plaintiffs seek to represent a class consisting of all persons who currently drive, or within six (6) years of the date of filing of this Complaint, drove trucks for P2H (“the Class”), and from whose pay Defendants took deductions supposedly to pay for worker’s compensation premiums, “other” , parking, and repairs to the trailers and/or the chasses and/or the containers whether classified by defendants as “employees” or “independent contractors”.
58. As the members of the Class potentially exceed 75 in number, joinder of all members is impracticable.

59. Defendants have acted or have refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.
60. This case involves the resolution of common questions of law and fact affecting all members of the Class which predominate over any questions only affecting them individually and include, but are not limited to, the following:
- a. whether Defendants required members of the Class to sign the First, Second or Third Form Agreement or similar document;
 - b. whether Defendants treated the members of the Class as independent contractors for worker's compensation purposes;
 - c. whether Defendants deductions from the Class's pay for worker's compensation and "Other" violated the Wage Payment Law, N.J.S.A. 34:11-4.1 *et seq.* ("the WPL");
 - d. whether Defendants committed workers' compensation fraud in violation of N.J.S.A. 34:15-57.4;
 - e. whether Defendants committed common-law fraud in their misclassification of the Class as independent contractors with regard to worker's compensation;
 - f. whether Koprowski and/or "Anonymous Managers 1-5" (names being fictitious) converted the sums deducted from the Class's pay purportedly to cover worker's compensation insurance; and
 - g. whether the First, Second or Third Form Agreements conform to the Truth-in-Leasing regulations.
61. The Individual Plaintiffs' claims are typical of those of the members of the Class in that:

- a. Like all members of the Class, each Individual Plaintiff drives a truck on behalf of Defendants so that P2H may accomplish its business mission of hauling freight into and out of the Port;
 - b. The Defendants' conduct which the Individual Plaintiffs challenge is the same conduct which has adversely affected the other members of the Class.
62. The Individual Plaintiffs will fairly and adequately represent and protect the interests of the Class because the nature of their claims are the same as those of the members of the Class, and because Representative Plaintiffs have retained counsel competent and experienced in complex class actions and employment litigation. There is no conflict between the Individual Plaintiffs and the members of the Class.
63. This action is maintainable as a class action under R.4:32-1(b)(2), since the unlawful actions of the Defendants, as alleged herein, have been taken on grounds equally applicable to all members of the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.
64. Alternatively, this action is maintainable as a class action under R.4:32-1(b)(1)(A), as the prosecution of separate actions by individual members of the Class would create a risk of inconsistent or varying adjudications with respect to individual members of the Class, which would establish incompatible standards of conduct for the Defendants who oppose the Class.
65. Alternatively, this action is maintainable as a class action under R.4:32-1(b)(3) as common questions of law and fact as described above predominate over any questions affecting only individual members, and a class action is superior to other available methods for the fair and efficient adjudication of the controversies between the parties. The members of the Class

have been damaged and are entitled to recovery as a result of Defendants' common and uniform policies, practices, and procedures which violate the law as set forth in this Complaint.

COUNT I

66. Plaintiffs repeat all of the foregoing allegations as if fully set forth herein.

67. Defendants' actions violate the WPL.

WHEREFORE Plaintiffs demand judgment of Defendants, jointly and severally, declaring that their conduct violates the WPL, ordering that Defendants cease and desist from their illegal conduct, and that Plaintiffs recover damages, penalties, attorney's fees and such additional relief as is fair and just.

COUNT II

68. Plaintiffs repeat all of the foregoing allegations as if fully set forth herein.

69. Defendants' actions violate N.J.S.A 34:15-57.4.

WHEREFORE Plaintiffs demand judgment of defendants, jointly and severally, declaring that their conduct violates N.J.S.A 34:15-57.4, ordering that Defendants cease and desist from their illegal conduct, and that Plaintiffs recover damages, exemplary damages, attorney's fees and such additional relief as is fair and just.

COUNT III

70. Plaintiffs repeat all of the foregoing allegations as if fully set forth herein.

71. Defendants' actions constitute fraud.

WHEREFORE Plaintiffs demand judgment of Defendants, jointly and severally, declaring that their conduct constitutes fraud, and that Plaintiffs recover damages, exemplary damages, attorney's fees and such additional relief as is fair and just.

COUNT IV

72. Plaintiffs repeat all of the foregoing allegations as if fully set forth herein.

73. The actions of Koprowski and/or "Anonymous Managers 1-5" (names being fictitious) constitute conversion.

WHEREFORE Plaintiffs demand judgment of Koprowski and "Anonymous Managers 1-5" (names being fictitious), jointly and severally, declaring that their conduct constitutes conversion, and that Plaintiffs recover damages, exemplary damages, attorney's fees and such additional relief as is fair and just.

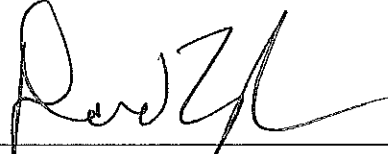
COUNT V

74. Plaintiffs repeat all of the foregoing allegations as if fully set forth herein.

75. The First, Second and Third Form Agreements fail to conform to the requirements of the Truth-in-Leasing regulations.

WHEREFORE Plaintiffs demand judgment of Defendants, jointly and severally, declaring that the First, Second and Third Form Agreements fail to conform to the Truth-in-Leasing regulations, ordering Defendants to reform their equipment rental lease to conform to the Truth-in-Leasing regulations in future, and that Plaintiffs recover damages, attorney's fees and such additional relief as is fair and just.

DAVID TYKULSKER & ASSOCIATES
161 Walnut Street
Montclair, NJ 07042
(973) 509-9292
Attorneys for Plaintiff

A handwritten signature in black ink, appearing to read "David Tykulsker", written over a horizontal line.

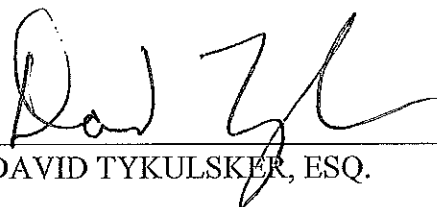
DAVID TYKULSKER, ESQ.

Dated: December 2, 2011

DEMAND FOR JURY TRIAL

Plaintiffs demand trial by jury of all issues so triable.

Dated: December 2, 2011

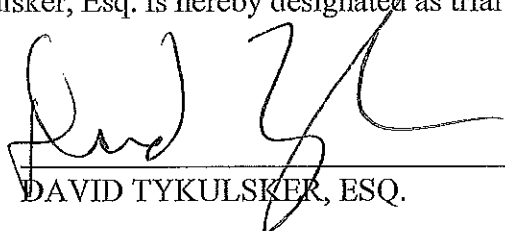


DAVID TYKULSKER, ESQ.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R.4:5-1 (c), David Tykulsker, Esq. is hereby designated as trial counsel.

Dated: December 2, 2011



DAVID TYKULSKER, ESQ.

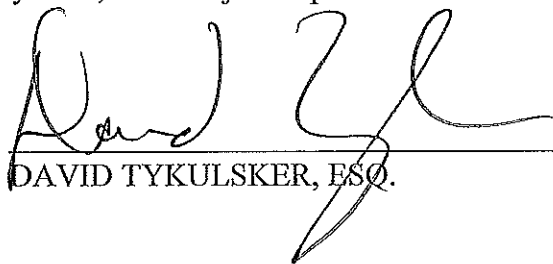
CERTIFICATION REGARDING OTHER ACTIONS AND PARTIES

Pursuant to R.4:5-1(b)(2), the undersigned certifies that with the exception of identifying the "Anonymous Managers 1-5" (names being fictitious), Plaintiffs are unaware of any non-party who should be joined in this action pursuant to R. 4:28, or who is subject to joinder pursuant to R.4:29-1(b) because of potential liability to any party on the basis of the same transactional facts alleged in the Complaint herein.

Plaintiffs Chirino and Jay have filed an Unfair Labor Practice charge, 22-CA-69521, with the National Labor Relations Board alleging that defendants surveillance of them and their fellow workers, and that their discharge by defendants on or about October 24, 2011, violated Section 8(a) and (3) of the National Labor Relations Act. With the exception of the foregoing, the undersigned is unaware of any other action or claim related to the instant Complaint.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: December 2, 2011



DAVID TYKULSKER, ESQ.

EXHIBIT A

U.S. Department of Transportation
 Federal Motor Carrier Safety Administration
 A&I Online: Safety Measurement System

A&I LOGIN | CONTACTS | FEEDBACK | FMCSA.GOV | FMCSA PORTAL | DOT.GOV

Search All FMCSA Sites

A&I SITES | SMS HOME | CARRIER SEARCH | REPORTS | DOWNLOADS | INFORMATION CENTER

SMS Home > Carrier Overview

PROUD 2 HAUL INC

DOT#:1678732



The SMS provides an assessment of a motor carrier's on-road performance and investigation results within the Behavior Analysis and Safety Improvement Categories (BASICS). Assessments cover 24 months of activity and results are updated monthly. For current Motor Carrier Safety Ratings visit [SAFER](#) and for current operating authority and Insurance information visit [Licensing and Insurance \(L&I\)](#) system.

Select a BASIC below to view details

BASICS Overview (Based on a 24-month record ending September 23, 2011)	PERFORMANCE		BASICS Status
	On-Road	Investigation	
Unsafe Driving	25%	⚠	
Fatigued Driving (Hours-of-Service)	93.5%	⚠	
Driver Fitness	82.7%	⚠	
Controlled Substances and Alcohol	No Violations	⚠	
Vehicle Maintenance	84.6%	⚠	
Cargo-Related	Not Public	⚠	
Crash Indicator	Not Public	⚠	

History
 For more information on the BASICS Overview please visit our [Information Center](#)

View Complete Measurement Profile

SUMMARY OF ACTIVITIES

	Number	OOS Rate
Total Inspections:	123	
Vehicle Inspections:	84	40 %
Driver Inspections:	123	9 %
Hazardous Materials Inspections:	2	0 %
HM Placard Inspections:	2	0 %
Total Crashes:	5	
Tow-aways:	5	
Injuries/Fatalities:	4	

RECENT INVESTIGATIONS

The following are up to five most recent investigations:

Intervention Type	Date
Onsite Focused Investigation	4/29/2011
Compliance Review	5/14/2009

ICON LEGEND

Serious violation cited within last 12 months from an investigation.

Denotes this carrier exceeds the FMCSA intervention threshold relative to its safety event grouping based upon roadside data and/or has been cited with one or more serious violations within the past 12 months during an investigation. Therefore, this carrier may be prioritized for an intervention action and roadside inspection.

DATA CENTER

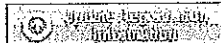
Scope: Logged in users only

File Type: Excel

Carrier Registration Information as of September 23, 2011

USDOT# 1678732 Power Units: 67
 DBA Vehicle Miles Traveled: 8,000,000
 Name: VMT Year: 2009
 Address: 18 Hackensack Avenue, Kearny, NJ 07032 Drivers: 67
 Carrier Operation: Interstate
 Telephone: (973) 589-2333 Passenger: No
 Fax: (973) 589-2422 **Subject to Placardable HM Threshold:** Yes
 Email: Household Goods: No
 New Entrant: No

Carrier Registration
 Registration Updated: 11/12/2010



Need more information about what SMS is or how to improve safety in a BASIC?

[Learn more](#)

* USE OF SMS DATA/INFORMATION

The data in the Safety Measurement System (SMS) is performance data used by the Agency and Enforcement Community. A symbol, based on that data, indicates that FMCSA may prioritize a motor carrier for further monitoring.

The symbol is not intended to imply any federal safety rating of the carrier pursuant to 49 USC 31144. Readers should not draw conclusions about a carrier's overall safety condition simply based on the data displayed in this system. Unless a motor carrier in the SMS has received an UNSATISFACTORY safety rating pursuant to 49 CFR Part 385, or has otherwise been ordered to discontinue operations by the FMCSA, it is authorized to operate on the nation's roadways.

Motor carrier safety ratings are available at <http://safer.fmcsa.dot.gov> and motor carrier licensing and insurance status are available at <http://li-public.fmcsa.dot.gov/>.



Feedback | Privacy Policy | USA.gov | Freedom of Information Act (FOIA) | Accessibility | OIG Hotline | Web Policies and Important Links | Site Map | Plug-ins

Federal Motor Carrier Safety Administration
 1200 New Jersey Avenue SE, Washington, DC 20590 • 1-800-832-5660 • TTY: 1-800-877-8339 • Field Office Contacts

U.S. Department of Transportation
 Federal Motor Carrier Safety Administration
 A&I Online: Safety Measurement System

A&I LOGIN | CONTACTS | FEEDBACK | FMCSA.GOV | FMCSA PORTAL | DOT.GOV

Search All FMCSA Sites

A&I SITES | SMS HOME | CARRIER SEARCH | REPORTS | DOWNLOADS | INFORMATION CENTER

SMS Home > Carrier Overview

PROUD 2 HAUL INC DOT#:1678732

The SMS provides an assessment of a motor carrier's on-road performance and investigation results within the Behavior Analysis and Safety Improvement Categories (BASICS). Assessments cover 24 months of activity and results are updated monthly. For current Motor Carrier Safety Ratings visit [SAFER](#) and for current operating authority and insurance information visit [Licensing and Insurance \(L&I\)](#) system.

Select a BASIC below to view details

BASICs Overview (Based on a 24-month record ending September 23, 2011)	PERFORMANCE		BASICs Status
	On-Road	Investigation	
Unsafe Driving	25%	≈	
Fatigued Driving (Hours-of-Service)	93.5%	≈	
Driver Fitness	82.7%	≈	
Controlled Substances and Alcohol	No Violations	≈	

View Complete Measurement Profile

SUMMARY OF ACTIVITIES

	Number	QOS Rate
Total Inspections:	123	
Vehicle Inspections:	84	40 %
Driver Inspections:	123	9 %
Hazardous Materials Inspections:	2	0 %
HM Placard Inspections:	2	0 %

Carrier Registration Information as of September 23, 2011

Vehicle Maintenance

Cargo-Related

Crash Indicator

History

For more information on the BA...

ICON LEGEND

Serious violation cited

Denotes the carrier's roadside data and/or investigation. Therefore

Carrier Registration Info

USDOT# 1678732

DBA Name: Proud 2 Haul Inc

Address: 18 Hackensack Avenue, Kearny, NJ 07032

Telephone: (973) 589-2333

Fax: (973) 589-2422

Email:

USE OF SMS DATA/INFO

The data in the Safety Measurement System (SMS) may prioritize a motor carrier's safety condition simply based on CFR Part 385, or has otherwise...

Carrier Registration Information as of September 23, 2011

Legal Name: Proud 2 Haul Inc	Vehicle Miles Traveled: 8,000,000
DBA Name: Proud 2 Haul Inc	VMT Year: 2009
DOT#: 1678732	Power Units: 67
MC or MX#: MC-618995	DUNS Number: 67
Address: 18 Hackensack Avenue, Kearny, NJ 07032	Drivers: Interstate
Telephone: (973) 589-2333	Carrier Operation: No
Fax: (973) 589-2422	HM: Yes
Email:	HHG: No
	New Entrant: No

Operation Classification:

<input checked="" type="checkbox"/> AUTHORIZED FOR HIRE	<input type="checkbox"/> EXEMPT FOR HIRE	<input type="checkbox"/> PRIVATE PROPERTY
<input type="checkbox"/> PRIVATE PASSENGER, BUSINESS	<input type="checkbox"/> PRIVATE PASSENGER, NON-BUSINESS	<input type="checkbox"/> MIGRANT
<input type="checkbox"/> U. S. MAIL	<input type="checkbox"/> FEDERAL GOVERNMENT	<input type="checkbox"/> STATE GOVERNMENT
<input type="checkbox"/> LOCAL GOVERNMENT	<input type="checkbox"/> INDIAN TRIBE	<input type="checkbox"/> OTHER

Cargo Carried:

<input checked="" type="checkbox"/> GENERAL FREIGHT	<input type="checkbox"/> HOUSEHOLD GOODS	<input type="checkbox"/> METAL; SHEETS, COILS, ROLLS
<input type="checkbox"/> MOTOR VEHICLES	<input type="checkbox"/> DRIVE AWAY/TOWAWAY	<input type="checkbox"/> LOGS, POLES, BEAMS, LUMBER
<input type="checkbox"/> BUILDING MATERIALS	<input type="checkbox"/> MOBILE HOMES	<input type="checkbox"/> MACHINERY, LARGE OBJECTS
<input type="checkbox"/> FRESH PRODUCE	<input type="checkbox"/> LIQUIDS/GASES	<input checked="" type="checkbox"/> INTERMODAL CONTAINERS
<input type="checkbox"/> PASSENGERS	<input type="checkbox"/> OIL FIELD EQUIPMENT	<input type="checkbox"/> LIVESTOCK
<input type="checkbox"/> GRAIN, FEED, HAY	<input type="checkbox"/> COAL, COKE	<input type="checkbox"/> MEAT
<input type="checkbox"/> GARBAGE, REFUSE, TRASH	<input type="checkbox"/> U.S. MAIL	<input type="checkbox"/> CHEMICALS
<input type="checkbox"/> COMMODITIES DRY BULK	<input type="checkbox"/> REFRIGERATED FOOD	<input type="checkbox"/> BEVERAGES
<input type="checkbox"/> PAPER PRODUCTS	<input type="checkbox"/> UTILITY	<input type="checkbox"/> FARM SUPPLIES
<input type="checkbox"/> CONSTRUCTION	<input type="checkbox"/> WATER WELL	<input type="checkbox"/> OTHER

Vehicle Type Breakdown

Vehicle Type	Owned	Term Leased	Trip Leased
Straight Trucks			
Truck Tractors	2	65	
Trailers*			

Motor carrier safety ratings are available at [http://safer.fmcsa.dot.gov](#) and motor carrier licensing and insurance status are available at [http://public.fmcsa.dot.gov](#)

Feedback | Privacy | 1200 N. 17th St. | 1678732



U.S. Department of Transportation
Federal Motor Carrier Safety Administration
A&I Online: Safety Measurement System

A&I Login | CONTACTS | FEEDBACK | FMCSA.GOV | FMCSA PORTAL | DOT.GOV

Search All FMCSA Sites

A&I SITES

SMS HOME

CARRIER SEARCH

REPORTS

DOWNLOADS

INFORMATION CENTER

SMS Home > Carrier Overview

PROUD 2 HAUL INC

DOT#:1678732

SMS Activity

The SMS provides an assessment of a motor carrier's on-road performance and investigation results within the Behavior Analysis and Safety Improvement Categories (BASICS). Assessments cover 24 months of activity and results are updated monthly. For current Motor Carrier Safety Ratings visit [SAFER](#) and for current operating authority and insurance information visit [Licensing and Insurance \(L&I\)](#) system.

Select a BASIC below to view details

View Complete Measurement Profile

BASICs Overview

(Based on a 24-month record ending September 23, 2011)

	PERFORMANCE		BASICs Status
	On-Road	Investigation	
Unsafe Driving	25%	=	
Fatigued Driving (Hours-of-Service)	93.5%	=	
Driver Fitness	82.7%	=	
Controlled Substances and Alcohol	No Violations	=	

SUMMARY OF ACTIVITIES

	Number	OOS Rate
Total Inspections:	123	
Vehicle Inspections:	84	40 %
Driver Inspections:	123	9 %
Hazardous Materials Inspections:	2	0 %
HM Placard Inspections:	2	0 %

Vehicle Maintenance

Cargo-Related

Crash Indicator

History

For more information on the BA...

ICON LEGEND

- Serious violation cited
- Denotes this carrier's roadside data and/or investigation. Therefore

Carrier Registration Info

USDOT# 167
DBA Name: Proud 2 Haul Inc
Address: 18 Hackensack Avenue
Kearny, NJ 07032
Telephone: (973) 589-2333
Fax: (973) 589-2422
Email:

Carrier Registration Information as of September 23, 2011

Carrier Registration Information as of September 23, 2011

Legal Name:	Proud 2 Haul Inc	Vehicle Miles Traveled:	8,000,000
DBA Name:		VMF Year:	2009
DOT#:	1678732	Power Units:	87
MC or MX#:	MC-610995	DUNS Number:	
Address:	18 Hackensack Avenue Kearny, NJ 07032	Drivers:	67
Telephone:	(973) 589-2333	Carrier Operation:	Interstate
Fax:	(973) 589-2422	Passenger:	No
Email:		HM:	Yes
		HHG:	No
		New Entrant:	No

Operation Classification:

<input checked="" type="checkbox"/> AUTHORIZED FOR HIRE	<input type="checkbox"/> EXEMPT FOR HIRE	<input type="checkbox"/> PRIVATE PROPERTY
<input type="checkbox"/> PRIVATE PASSENGER, BUSINESS	<input type="checkbox"/> PRIVATE PASSENGER, NON-BUSINESS	<input type="checkbox"/> MIGRANT
<input type="checkbox"/> U. S. MAIL	<input type="checkbox"/> FEDERAL GOVERNMENT	<input type="checkbox"/> STATE GOVERNMENT
<input type="checkbox"/> LOCAL GOVERNMENT	<input type="checkbox"/> INDIAN TRIBE	<input type="checkbox"/> OTHER

Cargo Carried:

<input checked="" type="checkbox"/> GENERAL FREIGHT	<input type="checkbox"/> HOUSEHOLD GOODS	<input type="checkbox"/> METAL: SHEETS, COILS, ROLLS
<input type="checkbox"/> MOTOR VEHICLES	<input type="checkbox"/> DRIVE AWAY/TOWAWAY	<input type="checkbox"/> LOGS, POLES, BEAMS, LUMBER
<input type="checkbox"/> BUILDING MATERIALS	<input type="checkbox"/> MOBILE HOMES	<input type="checkbox"/> MACHINERY, LARGE OBJECTS
<input type="checkbox"/> FRESH PRODUCE	<input type="checkbox"/> LIQUIDS/GASES	<input checked="" type="checkbox"/> INTERMODAL CONTAINERS
<input type="checkbox"/> PASSENGERS	<input type="checkbox"/> OIL FIELD EQUIPMENT	<input type="checkbox"/> LIVESTOCK
<input type="checkbox"/> GRAN, FEED, HAY	<input type="checkbox"/> COAL, COKE	<input type="checkbox"/> MEAT
<input type="checkbox"/> GARBAGE, REFUSE, TRASH	<input type="checkbox"/> U.S. MAIL	<input type="checkbox"/> CHEMICALS
<input type="checkbox"/> COMMODITIES DRY/BULK	<input type="checkbox"/> REFRIGERATED FOOD	<input type="checkbox"/> BEVERAGES
<input type="checkbox"/> PAPER PRODUCTS	<input type="checkbox"/> UTILITY	<input type="checkbox"/> FARM SUPPLIES
<input type="checkbox"/> CONSTRUCTION	<input type="checkbox"/> WATER WELL	<input type="checkbox"/> OTHER

USE OF SMS DATA/INFO

The data in the Safety Measurement System (SMS) may be used by FMCSA to prioritize a motor carrier for inspection.

The symbol is not intended to indicate a safety condition simply based on the SMS rating. It may indicate a safety condition, or has other meaning under CFR Part 385, or has other meaning.

Vehicle Type Breakdown

Vehicle Type	Owned	Term Leased	Trip Leased
Straight Trucks			
Truck Tractors	2	65	
Trailers*			

Motor carrier safety ratings are available at [http://safer.fmcsa.gov](#) and motor carrier licensing and insurance status are available at [http://ai-public.fmcsa.dot.gov](#)



Feedback | Privacy

1200 N. ...

EXHIBIT B

License State Issued

LEASE AGREEMENT

Lessor I.D. No.

This agreement made this 05 day of Oct 19 2007 at _____ by and between _____ (CITY & STATE)

LESSEE _____ and

LESSOR Gary Joseph

WITNESSETH: For and in consideration of the stipulated and agreed rental and for further consideration of the covenants, terms and conditions set forth hereon and reverse hereof, the parties hereto agree mutually as follows: The lessor hereby leases to the lessee, and the lessee rents, hires and lets from the lessor the following described equipment

	Make	Year	Model	Serial No.	Motor No.	License No.	State	Year
TRACTOR	<u>John Deere</u>	<u>2003</u>	<u>C120</u>	<u>1FVJBB6693LK31878</u>		<u>AL927E</u>	<u>MS</u>	<u>2008</u>
TRAILER								

The term of this lease shall be for:

For _____ days. Automatic renewal after _____ days unless cancelled, in writing, by either party upon one day's written notice.

For one-way trip from (City & State) _____ to (City & State) _____

For and in consideration of the sum of (Inclusive of driver's wages \$ _____)

For and in consideration of _____ % of Gross Revenue

SHIPPER	ORIGIN	CONSIGNEE	DESTINATION	Approximate Weight

(1) Driver's Name GARY JOSEPH Social Security No. 157-76-8650 Physical & Qualification Expiration Date 7/12/09

(2) Driver's Name _____ Social Security No. _____ Physical & Qualification Expiration Date _____

DRIVER'S CERTIFICATE FOR ON DUTY TIME FOR PRIOR SEVEN DAYS (Must include all time shown on lines 3 and 4 of your logs.)

Driver	Total Hours
1st	
2nd	

I certify, by my signature below, that the total hours on duty for seven days previous, as so stated, are true and correct and further that I was relieved from duty prior to this trip on the following:

1st Driver Date _____ Hour of Day _____ AM _____ PM

2nd Driver Date _____ Hour of Day _____ AM _____ PM

Signature of 1st Driver Gary Joseph

Signature of 2nd Driver _____

STATEMENT OF EXEMPT HAULER

This is to certify that the movement prior to this one way of empty commodities or was one of a series of movements returning to point of origin or base of said load.

Originated at _____ Date _____ Time _____ AM/PM

Terminated at _____ Date _____ Time _____ AM/PM

And that I am authorized to lease said equipment. Signature of Lessor or Agent _____

COMPANY INSPECTION RECORD

TRACTOR	Not Defective	Defective	Date Corrected	TRAILER	Not Defective	Defective	Date Corrected
AIR COMPRESSOR				BREAKAWAY EMERGENCY			
BRAKES - SERVICE				BRAKES, SERVICE			
BRAKES, PARKING				BRAKE CONNECTIONS			
BREAKAWAY VALVE				HOSES, AIR			
CLUTCH - TRANSMISSION				IDENTIFICATION			
EXHAUST SYSTEM				LANDING GEAR			
FUEL SYSTEM				LIGHTS & REFLECTORS			
FIFTH WHEEL				MUD FLAPS			
HEAT DEFROSTER				PICKUP PLATE			
HOSES - AIR				TIRES & WHEELS			
IDENTIFICATION				SPRINGS			
INDICATOR AIR				UNDERCARRIAGE			
LIGHTS - REFLECTORS				OTHER			
LICENSES				NO DEFECTS			
MIRRORS							
SAFETY EQUIPMENT							
SPEEDOMETER							
SPRINGS				REMARKS			
STEERING							
TIRES & WHEELS							
WIPERS							
WARNING SYSTEM, AIR							
OTHER							
NO DEFECTS							

I HEREBY CERTIFY THAT ON THE DATE STATED ABOVE THE PERSON WHO MADE THE INSPECTION COVERED BY THIS REPORT WAS COMPETENT AND QUALIFIED TO MAKE SUCH INSPECTION AND WAS DULY AUTHORIZED TO MAKE SUCH AN INSPECTION AS A REPRESENTATIVE OF THIS COMPANY.

DATE 10 SIGNATURE _____ OFFICIAL TITLE _____

SPECIAL DRIVER INSTRUCTIONS

Lessee authorizes the driver supplied to log enroute, meal and rest stops as off-duty consistent with times shown under separate contract or when not so stated to 1 hour for each 4 hour tour of duty or part thereof. Driver is required to safeguard the vehicle and cargo before going off duty.

RECEIPT BY LESSEE (on Start of Trip)

The undersigned hereby acknowledges receipt of the above equipment from Lessor under the terms of lease at

City _____ State _____ AM/PM _____ Date _____ 10 _____

Signature of Lessee Agent _____

RECEIPT OF LESSOR (On End of Trip)

The undersigned hereby acknowledges receipt of the above described equipment from Lessee and termination of lease at

City _____ State _____ AM/PM _____ Date _____ 10 _____

Signature of Lessor - Agent _____

PREPARATION OF DAILY VEHICLE INSPECTION REPORT

Check off below to acknowledge review of previous days inspection and today's inspection report. Describe defects on back of log or on separate report. Repairs must be certified.

1st Day	2nd Day	3rd Day	4th Day
<input type="checkbox"/> OK	<input type="checkbox"/> OK	<input type="checkbox"/> OK	<input type="checkbox"/> OK
<input type="checkbox"/> Review	<input type="checkbox"/> Review	<input type="checkbox"/> Review	<input type="checkbox"/> Review
<input type="checkbox"/> Defect	<input type="checkbox"/> Defect	<input type="checkbox"/> Defect	<input type="checkbox"/> Defect

Driver Signature Gary Joseph

IN WITNESS WHEREOF the parties of this lease have read and understood the terms and conditions listed above and on reverse hereof and hereunto set their hand

and seal this _____ day of _____ 10 _____

For Lessor _____ His Agent or Employee _____

For Lessor Gary Joseph His Agent or Employee _____ I am authorized to lease said equipment

**AGREEMENT TERMS & CONDITIONS
WITNESSETH**

For and in consideration of the stipulated and agreed rental and for the further consideration of the covenants, terms and conditions herein contained, the parties hereto mutually agree as follows:

1. The Lessor hereby leases to the Lessee and the Lessee rents, lets and hires from the Lessor the equipment described on the reverse side hereof.
2. It is agreed that the performance of this lease shall be in accordance with the requirements of the Interstate Commerce Act, and the rules, regulations and requirements of the Interstate Commerce Commission and of the U. S. Department of Transportation (such Act and such rules, regulations and requirements being collectively referred to as "governmental requirements"). Performance of all terms and conditions may automatically be changed, extended, modified or eliminated as set forth in 49 CFR 1057 Lease and Interchange of Motor Vehicles. Lessor shall comply and cause its drivers to comply with all governmental requirements and the Lessor agrees to hold Lessee harmless from any violations of such requirements. Lessor shall be responsible for, and shall pay, all taxes, fuel, fuel taxes, empty mileage, except the fuel related mileage payment required by governmental requirements, permits, tolls, ferries, detention, except as set forth in paragraph 3, accessorial services, base plates and licenses and any unused portions of such items, except that if the Lessee is authorized to receive a refund or a credit for base plates purchased by the Lessor and issued in the name of the Lessee, or if the base plates are authorized to be sold by the Lessee to another Lessor, the Lessee shall refund to the initial Lessor on whose behalf the base plates were first obtained a prorated share of the amount received. Lessor shall be responsible for, and shall pay, all federal highway use taxes as are now or may hereinafter be imposed, all fines, penalties and traffic violations resulting from any acts or omissions of the Lessor or its drivers, or any other taxes, assessments or charges which may be levied or imposed by local, state or federal statutes, authorities, ordinances or governmental regulation, and all other expenses involved in the operation of the equipment. When the equipment is not in actual use for the Lessee, the same shall bear no placard or other reference of any kind to Lessee and Lessor agrees to indemnify Lessee and agree to hold Lessee harmless from any acts or things resulting from or relating to the use of such equipment other than the use thereof directly for Lessee. Lessor is responsible for pre-checking all trailers when trailers are pre-loaded, sealed, or the load is containerized or improperly permitted and at all other times when the trailer is under its control. When a trailer is not under Lessor's control, the Lessee shall assume the risks and costs of fines, except when such fines result from acts or omissions of the Lessor.
3. The Lessor is responsible for loading and unloading his vehicle and compensation received under this lease includes loading and unloading. When authorized, additional assistance for loading and unloading will be compensated for by Lessee carrier.
4. Lessor is not required to purchase or rent any products, equipment or services from Lessee as a condition to entering into lease. However, if Lessor is party to an equipment purchase or rental contract which authorizes Lessee to make deductions from Lessor, the circumstances and responsibility of the Lessee and Lessor will be set forth in either this agreement or any related riders.
5. The Lessor warrants to the Lessee quiet and peaceful use and possession of the equipment and will defend the same at the Lessor's cost, and expense in any court of competent jurisdiction wherein the use and possession by the Lessee is challenged.
6. The Lessor shall furnish at Lessor's own cost and expense the drivers necessary to complete the trips herein contracted for; the Lessor undertakes and agrees to keep records of and pay all social security taxes, sickness and accident taxes, insurance premiums, unemployment insurance taxes, workmen's compensation insurance premiums, and any and all other payroll withholding and similar taxes which may now be in existence or shall hereafter be promulgated. Such drivers shall be the Lessor's employees and shall be under the exclusive direction and control of the Lessor to the extent mandated by governmental requirements. Lessor is responsible for paying his or her estimated income and self-employment taxes.
7. The Lessor release and discharges the Lessee, Lessee's officers, agents and representatives, from all liability and responsibility for damage to the equipment. The Lessor agrees to carry adequate insurance coverage, and to pay the premiums thereon on said equipment including but not limited to Bobtail insurance. The Lessor agrees to pay for all damage to any equipment of the Lessee caused by the negligence of the Lessor. The Lessor agrees to indemnify Lessee against, and to hold Lessee harmless from all claims from damages resulting from loss or injury to cargo and from damages to any other property of third parties, if any of the same shall have been caused by the Lessor, the Lessor's servants, agents or employees. Lessee agrees to maintain insurance coverage for the protection of the Public pursuant to Commission regulations under 49 U.S.C. 10927. Lessee will furnish Lessor with a written itemized explanation before deduction is made for cargo, or other property damages within the purview of this agreement. If the Lessor purchases any type of insurance coverage from or through the Lessee, the Lessee upon request of the Lessor shall provide the Lessor with a copy of the insurance policy.
8. The Lessor, at Lessor's own expense shall at all times keep the equipment clean and maintain the equipment in good mechanical condition and in running order and shall comply with all safety provisions and requirements of each of the several states and, as provided in paragraph 2 hereof, with all governmental requirements; Lessor shall immediately make such mechanical correction or other adjustments and repairs as are necessary for the proper operation of the equipment in conformity therewith. If Lessee shall perform the same by reason of exigency of the situation or, otherwise, the same shall be deemed conclusively done for and on behalf, of the Lessor, and Lessor authorizes the Lessee to deduct from Lessor's compensation at payment time the actual cost of such repairs.
9. The Lessor covenants that upon the termination and conclusion of a trip, all placards furnished by the Lessee shall be returned to the Lessee, together with all drivers' daily vehicle inspection reports, detention reports, fuel receipts, bingo cards, shipping documents and delivery receipts, weight receipts, official stoppage or inspection reports and receipts for possession or exchange of equipment, the return of which are made conditions precedent to the completion of this agreement, but are not as a prerequisite to payment. Subject to governmental requirement, the paperwork required by the Lessee before the Lessor may receive payment is limited to daily togs required by the U.S. Department of Transportation and those documents necessary for the Lessee to secure payment from the shipper. Lessor agrees to pay the Lessee the sum of (\$50.00) for each document withheld within 30 days of written notification and same may be retained by the Lessee until such time as it receives the document withheld and/or not returned.
10. The Lessor certifies that the driver(s) supplied are regularly employed and used in its service and they are fully qualified to drive a motor vehicle under the rules of Part 391 of the Motor Carrier Safety Regulations of the U. S. Department of Transportation. This certificate expires not later than the expiration date of the Medical Examiner's certificate date shown on the reverse side hereof. For drivers of leased vehicles, Lessor hereby agrees that prior to the institution of service under this lease, it will supply Lessee with copies of all D.O.T. required qualification data set forth in Part 391 of the Motor Carrier Safety Regulations of the U. S. Department of Transportation.
11. Compensation is due and payable to the Lessor within 15 days after all terms and conditions of lease have been complied with as set forth herein, and on the reverse hereof and as set forth in paragraph 9 above. Subject to governmental requirement, when compensation is based upon a percentage of revenue, Lessee agrees to give Lessor a copy of the rated freight bill at the time of settlement (Lessee may delete names of shippers and consignees). Lessee will not be responsible for payment of trip leases entered into by Lessor without prior approval of Lessee.
12. When this section is completed, escrow funds of \$ _____ or performance bond in the amount of \$ _____ must be withheld from compensation due Lessor and are payable to Lessee or its authorized representative. Listed below are the specific items to which the escrow fund can be applied:

Lessee agrees to provide an accounting to the Lessor of any transactions involving such funds by:

- (a) indicating in individual settlement sheets the amount and description of any deductions or additions to the escrow fund; or
 - (b) by providing a separate accounting to the Lessor of any transactions involving the escrow funds on a monthly basis.
- Lessor has the right to have an accounting for transactions involving the escrow fund at any time, upon request. Lessee agrees to pay interest on the escrow fund on a quarterly basis. For purposes of calculating the balance of the escrow fund on which interest must be paid Lessee may deduct a sum equal to the average advance made to Lessor during the period of time for which interest is paid. In this connection, interest rate shall be established on the date the interest period begins and shall be at least equal to the average yield or equivalent coupon issue yield on 91 day - 13 week Treasury bills as established in the weekly auction by the Department of Treasury. Lessee agrees to return escrow funds not later than 45 days from the date of termination less any authorized deductions as set forth herein and as set forth in final accounting.
13. Listed below are items which may be paid for initially by Lessee but which are to be deducted from Lessor's compensation at payment time. Additional items, authorized by the Lessor may also be deducted as set forth on the settlement statement together with a recitation as to how the amount of each item deducted was computed. When necessary to determine the validity of a charge, the Lessor will be provided with copies of relative documentation.

ITEM	AMOUNT PAID BY LESSEE	AMOUNT TO BE DEDUCTED FROM LESSOR'S COMPENSATION

14. Subject to governmental requirement, the Lessee shall have the exclusive possession, control and use of the said equipment for the duration of the lease.
15. It is understood and agreed that this lease contains all of the terms and conditions constituting the agreement between the parties and may not be altered or amended except in writing and signed by the parties hereto.

EXHIBIT C

MC# 616995

PERMANENT LEASE AGREEMENT (for 30 or more days)

MC# 678732

\$376.12

THIS AGREEMENT, made in triplicate this 06 day of November, year 07 between

Name	Address	City	State	Zip
LESSEE <u>Phoud 2 Haul</u>	<u>61 Lincoln Hwy</u>	<u>Keansy</u>	<u>NY</u>	<u>07032</u>
LESSOR <u>GMA Express LLC</u>	<u>468 Peakness Rd</u>	<u>Paterson</u>	<u>NY</u>	<u>07502</u>

IN WITNESS HEREOF: It is mutually understood and agreed on this date that LESSOR does lease, let and hire to LESSEE and LESSEE does lease and rent from LESSOR the motor vehicle equipment hereinafter described in consideration of and subject to all the terms and conditions hereinafter provided, including all provisions on the reverse side hereof.

Name or trade name of MOTOR CARRIER OPERATING EQUIPMENT _____

US DOT number of LESSEE OF EQUIPMENT, if any _____ ICC MC number of LESSEE OF EQUIPMENT, if any _____

Equipment	Year	Make	Serial No.	License No.	State
Tractor	<u>2002</u>	<u>F9T</u>	<u>1FUTBDCG73LK3187K</u>	<u>AL927E</u>	<u>NJ</u>
Trailer					

LESSEE SHALL PAY LESSOR FOR EQUIPMENT as follows: 70 % of gross revenues; _____ cents per mile for _____ total miles; (other method of compensation used) _____ which does does not include driver services WIC

Term of Lease (must be 30 or more days): This lease shall commence on November month 6 day 2007 year, and terminate on _____ month _____ day _____ year

In consideration of foregoing, LESSEE agrees to pay within fifteen (15) days following return to it by LESSOR acceptable receipt evidencing clear delivery of property transported, driver logs, inspections and all required State and Federal documents and (other) _____

The following insurance is provided by LESSEE: liability property cargo bobtail other _____

If LESSOR is to be charged by LESSEE for any of the above coverage, state amount in dollars and cents \$ _____

Escrow Funds: LESSOR is is not required to have an escrow fund or performance bond.

Should LESSEE require an escrow fund or performance bond, state amount required: \$ _____ and prepare documentation as explained on reverse side of lease and attach to all three copies of this lease.

The responsibility for loading and unloading shall be: LESSEE LESSOR; if lessor, LESSOR shall be paid \$ _____

RESPONSIBILITY OF EACH PARTY WITH RESPECT TO: (check applicable section)

Party	Cost of Fuel	Fuel/Mileage Taxes	Empty Mileage	Oversize Permits	Fuel/Mileage Permits	PSC Type Permits	Tolls/Ferries	Detention & Accessorial Services	Base Plates & Licenses
LESSEE									
LESSOR	<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>	<u>/</u>

With regard to any unused portions of above stated items LESSEE will will not reimburse LESSOR except as follows _____

CHARGE BACK (items to be deducted) _____

Method of Computation _____

TRACTOR INSPECTION	Not Defective	Defective	Date Corrected	TRACTOR INSPECTION	Not Defective	Defective	Date Corrected	TRACTOR INSPECTION	Not Defective	Defective	Date Corrected	TRACTOR INSPECTION	Not Defective	Defective	Date Corrected
AIR COMPRESSOR				DEFROSTER				MIRRORS				TACHOGRAPH			
AIR LINES				DRIVE LINE				MUFFLER				TIRES			
BATTERY				ENGINE				OIL PRESSURE				TIRE CHAINS			
BODY				FIFTH WHEEL				RADIATOR				TRANSMISSION			
BRAKE ACCESSORIES				FRONT AXLE				REAR END				WHEELS - RIMS			
SERVICE BRAKES				FUEL TANKS				REFLECTORS				WINDOWS			
PARKING (HAND) BRAKES				GENERATOR				SAFETY EQUIPMENT				WINDSHIELD WIPERS			
CARBURETOR				HEATER				SPRINGS				DRIVE SHAFT PROTECTION			
CLUTCH				HORN				STARTER							
TRACTOR INSPECTION	Not Defective	Defective	Date Corrected	TRACTOR INSPECTION	Not Defective	Defective	Date Corrected	TRACTOR INSPECTION	Not Defective	Defective	Date Corrected	TRACTOR INSPECTION	Not Defective	Defective	Date Corrected
BRAKE CONNECTIONS				COUPLING DEVICE				LIGHTS - ALL				TRES			
BRAKES				DOORS				ROOF				WHEELS - RIMS			
COUPLING CHAINS				HITCH				SPRINGS				OTHER			
				LANDING GEAR				TARPAULIN							

Remarks: _____

I hereby certify that on the below date, I carefully inspected the above and this is a true and correct report of the result of such inspection.

Signature of person making inspection _____ Date _____

BEFORE SIGNING, READ BOTH SIDES OF THIS FORM.

This lease contains the following attachments (name them; if none, state none): _____

In witness hereof the parties hereto have caused this agreement to be executed by their duly authorized agents the day and year first written above.

LESSEE SIGNATURE Dave Evans LESSOR SIGNATURE [Signature]

LESSEE'S RECEIPT FOR LESSOR'S EQUIPMENT DESCRIBED ABOVE

I hereby certify that on _____, _____ year, at _____ a.m. p.m. the above described equipment was placed into service of LESSEE and was received by _____

This section must be completed by LESSOR upon delivery. **LESSOR'S RECEIPT FOR RETURN OF LEASED VEHICLE(S) FROM LESSEE**

I hereby certify that on _____, _____ year, at _____ a.m. p.m. LESSEE's placards were removed and the equipment described in this lease was returned to LESSOR and was received by _____

Lease No. _____

Placard or Decal No. _____

EXHIBIT D

LEASE AGREEMENT

This AGREEMENT made this 19 day of NOVEMBER, 2010, by and between Proud 2 Haul, Inc. , hereinafter referred to as LESSEE, located at 18 HACKENSACK AVE, KEARNY, NJ 07032 and GONZALO CHIRINO, hereinafter referred to as LESSOR , located at 114 PORT AVE APT 2, ELIZABETH, NJ 07206, (05 FGT-1FUJBBCK15LN67095 -- AM866L) WITNESSETH:

(1) LESSEE is a motor contract carrier of property authorized by the Federal Highway Administration by Permit No. MC-616995 to provide transportation of property under contract with shippers and receivers of general commodities, and

(2) LESSOR is the owner of the tractor and trailer equipment described in Appendix "A" and is duly authorized and empowered to execute this AGREEMENT.

NOW THEREFORE, in consideration of the representation made herein, the parties agree as follows:

(1) The LESSEE hereby leases the equipment and services of LESSOR, owned and described in Appendix "A". LESSOR certifies that equipment subject to this lease meets U.S. Department of Transportation (DOT) safety requirements and standards, and that LESSEE shall inspect such equipment and shall determine that such requirements and standards have been met at the time of execution of this lease.

(2) Possession of equipment will be made available to the LESSEE under the terms of this lease from LESSOR to LESSEE beginning at the date and time of execution of this AGREEMENT on a as needed basis and continue until cancellation is served by either LESSEE or LESSOR in writing. At such time as this lease AGREEMENT is terminated, LESSOR agrees to furnish LESSEE with a written receipt to show that LESSOR retakes possession of the equipment.

(3) During the tenure of this lease AGREEMENT, the LESSEE shall have exclusive possession, control, and use of the equipment while LESSOR is performing services for LESSEE. In no event shall LESSOR utilize the equipment for a third party while performing services for LESSEE. A third party is any party for which LESSEE does not have a contractual relationship with during the performance of services under this AGREEMENT by the LESSOR. LESSOR shall assume complete responsibility for the operation of the equipment for the duration of the lease. LESSOR agrees to properly identify equipment with the Federal Highway Administration's "MC" number and the name of LESSEE.

(4) LESSOR agrees to comply with all safety regulations required by the Department of Transportation and the various States in which operations are conducted.

(5) In consideration for the use of the equipment and services of LESSOR, the LESSEE agrees to compensate LESSOR in the amount of 70% of gross revenues for each trip ticket. LESSEE will provide all permitting necessary and will pay all fuel taxes. LESSOR has a right to examine LESSEE's documents containing information for determining charges billed to the shipper.

(6) Payment shall be made within thirty (30) days after submission of the necessary delivery documents and other paperwork concerning a trip in the service of LESSEE. Delivery documents and paperwork concerning a trip required before the LESSOR can receive payment is defined as driver's log books required by the Department of Transportation, and those documents necessary for LESSEE to secure payment from the shipper. LESSEE may require the submission of additional documents by the LESSOR but not as a prerequisite to payment. Payment to the LESSOR shall not be made contingent upon submission of a bill of lading to which no exceptions have been taken. The LESSOR shall not set time limits for the submission by the LESSOR of required delivery documents and other paperwork. LESSOR must complete all trip tickets and reports. Each trip report must be turned in before the next trip is assigned.

(7) The LESSEE has a legal obligation and the responsibility to maintain liability and cargo insurance coverage for the protection of the public as required by Federal Highway Administration regulations under 49 U.S.C. 10927, as

amended by Public Law 104-88. All insurance cost for the operation of LESSOR's equipment while in the service of LESSEE shall be paid by LESSOR. If the cost of the insurance is initially paid by LESSEE, such costs will be charged-back in full to LESSOR.

(8) The LESSOR is responsible for providing all fuel, meals and lodging, repairs and maintenance to tractor and trailer, tolls, ferries, detention, etc. necessary in the operation of equipment while in the service of LESSEE. If it becomes necessary for LESSEE to pay or provide any item that LESSOR is responsible for, the LESSEE has the right to deduct such cost from the LESSOR's compensation at the time of payment or settlement. If such deduction becomes necessary, then LESSEE will provide LESSOR with a full explanation and/or documentation as to how the amount of each item is to be computed. The LESSOR is not required to purchase or rent any products, equipment, or services from LESSEE as a condition of entering into this lease AGREEMENT.

(9) It is the duty of the LESSOR to properly determine the condition of the freight at the time such freight is picked-up from the shipper, and a further duty to transport the shipment to its destination in as nearly that same condition as when it was picked-up. The LESSOR will inspect all shipments at the time of loading and mark any exceptions or conditions on the bill of lading or receipt. At the destination, the LESSOR will again inspect the freight with the consignee and mark on the delivery receipt any exceptions to the condition or damages to the shipment that occurred during transit. Delivery receipts will be turned in to the LESSEE as part of the documentation required for payment. The LESSEE has a right to deduct for damages of freight in transit caused by LESSOR and not reimbursed by insurance. The LESSEE will provide a written explanation and itemization of any deductions for cargo or property damage made from compensation to LESSOR.

(10) The DRIVER is responsible for loading and unloading freight to and from the trailer, unless proper notations are made on the bill of lading that the driver is responsible. Except when the violation results from the acts or omissions of the LESSOR, the LESSEE shall assume the risks and costs of fines for overweight and oversize trailers when the trailers are pre-loaded, sealed, or the load is containerized, or when the trailer or lading is otherwise outside the LESSOR's control, and for improperly permitted over dimension and overweight loads and LESSEE shall reimburse LESSOR for any fines paid by the LESSOR.

(11) Escrow funds or moneys placed on deposit with LESSEE by LESSOR are not required under the terms of this AGREEMENT.

(12) It is agreed that the services of LESSOR under the terms of this lease AGREEMENT is that of an independent contractor and that no "employee-employer" relationship exists between LESSOR and LESSEE. LESSOR is therefore responsible for providing his, employment and income taxes, etc. Further, any drivers or employees of LESSOR are the complete responsibility of the LESSOR. LESSOR understands that since the relationship of this AGREEMENT is that of an independent contractor and not of an "employee-employer" relationship, LESSOR is assuming all risk and liability associated with the performance of services under this AGREEMENT including but not limited to any disability, medical and/or workmen's compensation claims that may otherwise be available in an "employee-employer" context, if such benefits were even available. In return, LESSEE is providing LESSOR with full and adequate compensation for assuming this additional risk.

(13) This lease AGREEMENT may be canceled upon written notice by either LESSOR or LESSEE. It is agreed that any loads in transit will be delivered prior to cancellation and all required paperwork will be turned in prior to final settlement. Any costs incurred by LESSEE to complete the delivery of a load in transit will be charged to the LESSOR. The LESSOR agrees to remove identification signs or devices from the equipment upon the termination of the lease and return such signs or devices to the LESSEE. If identification has been painted directly on the equipment, then LESSOR agrees to furnish a photograph of both sides of the equipment showing identification has been removed or painted over. Failure to furnish evidence of the removal of identification from the equipment will result in the withholding of the final settlement.

(13) Miscellaneous

A. LESSOR agrees to indemnify and hold harmless LESSEE, its agents, and employees, against all claims, damages, losses, and expenses, including reasonable attorney's fees arising out of performance of LESSOR's work under this AGREEMENT that are caused in whole or in part by LESSOR's negligent act or omission, or that of anyone employed by LESSOR for whose acts he or she may be liable. This clause is equally applicable to any act or omission on the part of LESSOR for which the standard is greater than that of negligence.

B. In no event shall LESSEE's liability to LESSOR exceed the amount that LESSEE has paid to LESSOR under the terms of this AGREEMENT.

C. This AGREEMENT and any amendments to it shall be governed by and construed in accordance with the laws of the State of New Jersey.

(14) This AGREEMENT is to become effective NOVEMBER 19, 2010, and shall remain in effect for a period of one year from such date, and from year to year thereafter, subject to the right of either party hereto to cancel or terminate the AGREEMENT at any time with written notice of one party or the other.

IN WITNESS WHEREOF, this AGREEMENT has been entered into and executed by duly authorized representatives of LESSOR and LESSEE.

Cherising
Proud 2 Haul, Inc.

Cherising
(LESSEE)

EXHIBIT E

GONZALO CHIRINO

DRIVERS WEEKLY PAYROLL SHEET

NAME	DATE
CHRINO	070811

CONTAINER	NAME	CITY	CUSTOMER RATE	YOUR PAY
KKFU1338710		AMSTERDAMN	X	627
KKFU1439378		AMSTERDAMN	X	
EISU9068655		KEARNY	YOUR	
JBHU244167		NEW ROCHELLE	ASSIST 100+446	100+446+25
UPHU201695		J CITY	DET 160	
PONU1865998		ASTORIA	X	412
EMHU230189		CLIFTON	253	412
JBHU231886		JAMESBURGH	264	
MSKU6256320		BROOKLYN	DET 125	413
EISU9068655		GIBBSTOWN		340
UMXU25573		N BERGEN	179	
UMXU252468		N BERGEN		
JBHU254178		NORWALK	355	
EMHU296920		NEWARK		
UPHU236558		NEWARK	167	
EMHU637435		NEWARK		
HGIU630699		NEWARK	167	
100 % revneu earned			2241	
73% of your total pay			1635.93+1792	
			3427.93	

paid

*Rate correct
PLEASE*

*See
attached
Dispatch*

1988

Workers comp 4% off your total pay	137.11
FUEL	811.77
LOAN	
PARKING	25
TOTAL	2454.05

GARY JOSEPHS

WEEKLY PAYROLL

EMPLOYEE NAME:
 GARY

CONTAINER	NAME	CITY	CUSTOMER RATE	YOUR %	YOUR PAY
UPHU239719		PORT CHESTER	709.11	70	496.37 ✓
HUBU237496		NORWICH	850	80	1080 together ✓
RELOAD		WATKINS GLEN	500	80	
CBHU8309003	MAHER	<i>Loth</i>			60 ✓
MOFU0553114		PHILLY	492	70	344.40 ✓
KKFU1705523		NORWICH	1031	70	721.70 ✓
HGIU632522		MILFORD	595.45	70	416.81 ✓
APZU374744		NORTH BRUNSWICK	250	70	175 ✓
WEEKLY TOTALS:					3294.28

67.50

WORKERS COMP MINUS	126.17
TOTAL	3168.11
LOANS, ADVANCES MINUS	450
OTHERS MINUS	
TOTAL	2718.28

FELIX JAY

DRIVERS WEEKLY PAYROLL SHEET

NAME	DATE
FELIX	03042011

CONTAINER	NAME	CITY	CUSTOMER RATE	YOUR PAY
FSCU231407	E LONGMEADOW	DET	175	544
ZCSU402379	E LONGDMEADOW	DET	450	544
NYKU454712	BRIDGEPORT		525	
OOLU865209	VINELAND		569	
HGIU632332	KC		458	
100 % revneu earned			2177	
70% of your total pay			1523.90+1088	
			2611.90	

Workers comp 4% off your total pay	104.76
FUEL	750
LOAN	200
PARKING	
TOTAL	1557.14

EXHIBIT F

GONZALO CHIRINO

SETTLEMENT SHEET

NAME	DATE
GONZALO	10142011

CONTAINER	NAME	CITY	CUSTOMER RATE	YOUR PAY
HGIU644061		CHESTER	380	
HGIU644721	<i>count</i>	PARSHIPPANY	370 + 10	
JBHU264334		W DEPFORD	514	
JBHU259561		W DEPFORD	X	
UPHU249551	2 STOP	FARMINGDALE	605	
HGIU634429	DET scanned 30 V.I.	WAYNE	647 + 165	
EMHU636058		KEARNY	184	
UMXU255667		DAYTON	277	
UMXU930592		N BERGEN	141	
100% revneu earned			2,338.1	
73% of your total pay			2468.13	

OTHER	<i>98.72</i>
FUEL	<i>102.04</i>
LOAN	
PARKING	25
TOTAL	<i>1842.37</i>

check last week fuel

FELIX JAY

