

IN THE SUPREME COURT OF THE STATE OF NEVADA

RYDER TRUCK RENTAL, INC.

Petitioner,

vs.

THE EIGHTH JUDICIAL DISTRICT
COURT OF THE STATE OF NEVADA
ex rel. THE COUNTY OF CLARK, AND
THE HONORABLE JUDGE NANCY
ALLF,

Respondent.

NICOLE LIMON, an individual,

Real Party In Interest.

Electronically Filed
Sep 10 2021 08:29 a.m.
Elizabeth A. Brown
Clerk of Supreme Court
Supreme Court No. _____
District Court Case No. _____
A-19-794326-C

PETITIONER'S APPENDIX VOLUME 1 of 5

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Petitioner's Appendix Volume 1

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Petitioner's Appendix Volume 2

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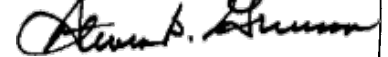
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Exhibit H	Register of Actions for Case No. A-19-794326-C	110-116
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EXHIBIT A



1 COMP
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3 Nevada Bar No. 10514
4 GLEN LERNER INJURY ATTORNEYS
5 4795 South Durango Drive
6 Las Vegas, Nevada 89147
7 Telephone: (702) 877-1500
8 Facsimile: (702) 933-7043
9 E-mail: jbenson@glenlerner.com
10 Attorneys for Plaintiff

CASE NO: A-19-794326-C
Department 27

DISTRICT COURT
CLARK COUNTY, NEVADA

11 NICOLE LIMON, individually,
12
13 Plaintiff,

Case No.
Dept. No.

14 v.

COMPLAINT

15 TONY STEPHENS, individually;
16 RYDER TRUCK RENTAL, INC.;
17 GOLD STAR LINES, INC.;
18 DOES I – X; and ROE CORPORATIONS I - X,
19 inclusive,
20 Defendants.

ARBITRATION EXEMPT
[Amount in Controversy Exceeds
\$50,000]

21 Plaintiff complains as follows:

GENERAL ALLEGATIONS

- 22 1. The actions complained of herein occurred in Clark County, Nevada.
- 23 2. The true names and capacities of the Defendants designated herein as Doe or Roe
24 Corporations are presently unknown to Plaintiff at this time, who therefore sues said Defendants by such
25 fictitious names. When the true names and capacities of these defendants are ascertained, Plaintiff will
26 amend this Complaint accordingly.
- 27 3. At all times pertinent herein, Defendants were agents, servants, employees or joint venturers
28 of every other Defendant, and at all times mentioned herein were acting within the scope and course of said
agency, employment, or joint venture, with knowledge and permission and consent of all other named
Defendants.
4. Plaintiff NICOLE LIMON was at all times mentioned herein the operator of a 2017
Chevrolet Tahoe.

1 5. Defendant TONY STEPHENS was at all times mentioned herein the operator of a 2016
2 Freight Tractor Truck (hereinafter referred to as the "Vehicle").

3 6. Defendants RYDER TRUCK RENTAL, INC. and/or GOLD STAR LINES, INC. were at all
4 times mentioned herein the owners of the Vehicle.

5 7. On July 19, 2017, Defendant TONY STEPHENS negligently operated the Vehicle, causing
6 a collision with the vehicle containing Plaintiff.

7 8. As a direct and proximate result of the negligence of Defendants, Plaintiff sustained serious
8 injuries to her bodily limbs, organs and systems, all or some of which condition may be permanent and
9 disabling, and all to Plaintiff's damage in a sum in excess of \$15,000.00.

10 9. As a direct and proximate result of the negligence of Defendants, Plaintiff received medical
11 and other treatment for the aforementioned injuries, and said services, care, and treatment are continuing
12 and shall continue in the future, all to the damage of Plaintiff.

13 10. As a direct and proximate result of the negligence of Defendants, Plaintiff has been required
14 to, and has limited occupational and recreational activities, which have caused and shall continue to cause
15 Plaintiff loss of earning capacity, lost wages, physical impairment, mental anguish, and loss of enjoyment
16 of life, in a presently unascertainable amount.

17 11. As a direct and proximate result of the aforementioned negligence of all Defendants,
18 Plaintiff has been required to engage the services of an attorney, incurring attorney's fees and costs to bring
19 this action.

20 12. Defendant GOLD STAR LINES, INC. is liable vicariously to Plaintiff by virtue of the
21 doctrine of *Respondeat Superior* in that Defendant TONY STEPHENS was acting within the course and
22 scope of employment for Defendant GOLD STAR LINES, INC. at all relevant times material to this matter
23 set forth in this action.

24
25 **FIRST CAUSE OF ACTION**

26 **(Negligence against Defendant TONY STEPHENS)**

27 13. Plaintiff incorporates paragraphs 1 through 12 of the Complaint as though said paragraphs
28 were fully set forth herein.

14. Defendant TONY STEPHENS owed Plaintiff a duty of care to operate the Vehicle in a reasonable and safe manner. Defendant TONY STEPHENS breached that duty of care by striking the vehicle containing Plaintiff on the roadway. As a direct and proximate result of the negligence of Defendant TONY STEPHENS, Plaintiff has been damaged in an amount in excess of \$15,000.00.

SECOND CAUSE OF ACTION

(Negligence Per Se against Defendant TONY STEPHENS)

15. Plaintiff incorporates paragraphs 1 through 14 of the Complaint as though said paragraphs were fully set forth herein.

16. The acts of Defendant TONY STEPHENS as described herein violated the traffic laws of the State of Nevada and Clark County, constituting negligence per se, and Plaintiff has been damaged as a direct and proximate result thereof in an amount in excess of \$15,000.00.

THIRD CAUSE OF ACTION

(Negligent Entrustment against Defendants RYDER TRUCK RENTAL, INC. and/or GOLD STAR LINES, INC.)

17. Plaintiff incorporates paragraphs 1 through 16 of the Complaint as though said paragraphs were fully set forth herein.

18. Defendants RYDER TRUCK RENTAL, INC. and/or GOLD STAR LINES, INC. were at all relevant times the owners of the Vehicle.

19. Defendants RYDER TRUCK RENTAL, INC. and/or GOLD STAR LINES, INC. entrusted control of the Vehicle to Defendant TONY STEPHENS.

20. Defendant TONY STEPHENS was incompetent, inexperienced, or reckless in the operation of the Vehicle.

21. Defendants RYDER TRUCK RENTAL, INC. and/or GOLD STAR LINES, INC. knew or, by the exercise of reasonable care should have known, that Defendant TONY STEPHENS was incompetent, inexperienced, or reckless in the operation of the Vehicle.

22. Plaintiff was injured as a proximate consequence of the negligence and incompetence of Defendant TONY STEPHENS, resulting from the negligent entrustment by Defendants RYDER TRUCK RENTAL, INC. and/or GOLD STAR LINES, INC.

23. As a direct and proximate cause of the negligent entrustment of the Vehicle by Defendants RYDER TRUCK RENTAL, INC. and/or GOLD STAR LINES, INC., Plaintiff has been damaged in an amount in excess of \$15,000.00.

FOURTH CAUSE OF ACTION

(Negligent Hiring/against Defendant GOLD STAR LINES, INC.)

24. Plaintiff incorporates paragraphs 1 through 23 of the Complaint as if those paragraphs were fully incorporated herein.

25. Defendant GOLD STAR LINES, INC. hired Defendant TONY STEPHENS to operate the Vehicle.

26. Defendant TONY STEPHENS was incompetent, inexperienced, or reckless in the operation of the Vehicle.

27. Defendant GOLD STAR LINES, INC. knew, or by the exercise of reasonable care should have known, that Defendant TONY STEPHENS was incompetent, inexperienced, or reckless in the operation of the Vehicle.

28. Plaintiff was injured as a proximate consequence of the negligence and incompetence of Defendant TONY STEPHENS, resulting from the negligent hiring, supervision, and/or training of Defendant TONY STEPHENS by Defendant GOLD STAR LINES, INC.

29. As a direct and proximate cause of the negligent hiring, supervision, and/or training by Defendant GOLD STAR LINES, INC., Plaintiff has been damaged in an amount in excess of \$15,000.00.

FIFTH CAUSE OF ACTION

(Respondent Superior against Defendant GOLD STAR LINES, INC.)

30. Plaintiff incorporates paragraphs 1 through 29 of the Complaint as if those paragraphs were fully incorporated herein.

31. Defendant TONY STEPHENS was acting within the course and scope of his employment while operating the Vehicle.

32. Defendant GOLD STAR LINES, INC. is therefore liable for the negligent actions of Defendant TONY STEPHENS.

33. Plaintiff was injured as a proximate consequence of Defendants' negligence.

34. As a direct and proximate cause of Defendants' negligence, Plaintiffs have been damaged in an amount in excess of \$15,000.00.

WHEREFORE, Plaintiff expressly reserves the right to amend this complaint prior to or at the time of trial of this action, to insert those items of damage not yet fully ascertainable, pray judgment against all Defendants, and each of them, as follows:

1. For general damages sustained by Plaintiff in an amount in excess of \$15,000.00;
2. For special damages sustained by Plaintiff in an amount in excess of \$15,000.00;
3. For reasonable attorney's fees and costs;
4. For interest at the statutory rate; and
5. For such other relief as the Court deems just and proper.

GLEN LERNER INJURY ATTORNEYS

Joshua L. Benson, Esq.
Nevada Bar No. 10514
4795 South Durango Drive
Las Vegas, Nevada 89147
Attorneys for Plaintiff

EXHIBIT B



CUSTOMER REFERENCE NUMBER: 0763401906455
RENTAL AGREEMENT NUMBER : 2848922 CLIENT ACCOUNT NUMBER: 64355

Rental Location/Contact Information

Ryder Truck Rental, Inc.
13630 Firestone Blvd.
Santa Fe Springs, CA 90670
Phone Number: (562) 921-7778
Sales Rep : Kayla Horn
Area Manager : Jon Taylor
Jon_T_Taylor@ryder.com

Hours of Operation and additional information

Mon - Fri : 7:00 AM-5:00 PM
Saturday : 7:00 AM-11:00 AM
Sunday : Closed
24/7 Roadside Assistance: 866-477-0438
Customer Service : 1-800-947-9337



***** R E N T A L A G R E E M E N T *****
** W/O FUEL FUEL 27 ** ACTIVITY DATE : 06/30/17
** CUST REF #: 0763401906455
** VEHICLE NO: 654808

CUSTOMER INFORMATION DRIVER INFORMATION DATE/TIME/MILEAGE INFO:

LOAD 1 TRUCKING LLC KENNETH RICKS DUS: 09/19/17 07:00
385 S LEMON AVE 173 D.O.B.: **/**/** OUT: 06/20/17 05:30
WALNUT, CA Per #AAAAAAUJ-x ODOM OUT: 2 0 3 6 4 8
91789-2727 ST: CA EXP.: 01/03/20
7142665096
CONTACT: ACCOUNTS PAYABLE

VEHICLE DESCRIPTION: RATES AND CHARGES: *** WITHOUT FUEL *** TOTAL AMT

T/A Diesel Sleeper Daily Rental @ \$ 83.88/D = \$
Monthly Rental @ \$ 2551.36/M = \$
Mileage Rate @ \$ 0.0650/M = \$
Sub-Total Rental = \$
Ltd Damage Waiver @ \$ 14.00/D = \$
Supp. Liab. Prot. @ \$ 25.00/D = \$
Special Rate: No Other Discounts Apply ** TOTAL RENTAL CHARGES = \$ 0.00
Waste Dsp.-Supplies \$.00 = \$

* LIABILITY PROTECTION : It is agreed that the Liability Protection specified in Paragraph 1.A. of this Agreement is provided to Customer. Customer elects Supplemental Liability Protection which increases Liability Protection limits to PER TLEA (coverage is primary - Read Para. 5)
* I agree that the Vehicle is received full of fuel, rental rates do not include fuel and I am responsible for all fuel. (Read Para. 16) I have read, understand and hereby agree to the terms and conditions on both sides of this Agreement and I agree to pay the charges for the options I have selected.
* This lessee cooperates with all federal, state, and local law enforcement officials nationwide to provide the identity of Customers who operate this rental Vehicle.
* The Vehicle shall not be operated by anyone other than the Customer, the Customer's employee, or Customer's employer. All driver's must be safety checked by Ryder before operating the Vehicle. If Customer changes drivers during rental period, the Customer must arrange for Ryder to safety check the new driver before the new driver is permitted to operate the Vehicle. The Vehicle shall be used by the Customer only in the normal course of its business, and Customer or driver of the Vehicle shall in no event be or be deemed the agent, servant or employee of Ryder in any manner or for any purpose what so ever.
* Customer accepts Limited Damage Waiver. Customer is responsible for PER TLEA of loss or damage to the Vehicle. (Read Para. 6 & 7)
* I have read, understand and hereby agree to the terms and conditions on both sides of this Agreement, and I agree to pay the charges for the options I have selected.
* Customer acknowledges that the Vehicle(s) contains technology that is compliant with 2007 or 2010 emissions standards. Ryder has provided Customer with the required documentation concerning the periodic regeneration required in accordance with manufacturer's requirements. When a light requiring regeneration is illuminated.

Customer Signature: _____
Truck rental and safety instructions provided by Ryder agent

Cargo Contents : GENERAL Corrections# : 00
Manual Reference Number : 0
USDOT Number : Intrastate - No Hazardous Material

Additional Terms and Conditions on Other Side - Please Read Carefully
Thank you for doing business with Ryder!

V20160108 01

PETAPP0006



CUSTOMER REFERENCE NUMBER: 0763401906455

RENTAL AGREEMENT NUMBER : 2848922

CLIENT ACCOUNT NUMBER: 64355

Rental Location/Contact Information

Ryder Truck Rental, Inc.

13630 Firestone Blvd.

Santa Fe Springs, CA 90670

Phone Number: (562) 921-7778

Sales Rep : KMHORN

Area Manager : Jon Taylor

Jon T Taylor@ryder.com

Hours of Operation and additional information

Mon - Fri : 7:00 AM-5:00 PM

Saturday : 7:00 AM-11:00 AM

Sunday : Closed

24/7 Roadside Assistance: 866-477-0438

Customer Service : 1-800-947-9337



** USR: 64 **
**
**
**

CONFIRMED RESERVATION

** ACTIVITY DATE : 06/30/17
** CUST REF #: 0763401906455
** VEHICLE NO: 654808

CUSTOMER INFORMATION	DRIVER INFORMATION	DATE/TIME/MILEAGE INFO:
LOAD 1 TRUCKING LLC	KENNETH RICKS	RESERVATION 06/30/17
385 S LEMON AVE 173	D.O.B.: **/*/*	Time: 07:00
WALNUT, CA	DRR: AAAAAAAAA-X	
91789-2727	ST: CA EXP.: 01/01/20	Due In: 09/30/17
7142665096		07:00

CONTACT: ACCOUNTS PAYABLE

RTR SANTA FE SPRINGS D/L#: 906499 03035-0205
13630 FIRESTONE BLVD
Santa Fe Springs, CA
90670
562-921-7778

VEHICLE DESCRIPTION:	GUARANTEED RATES: *** WITHOUT FUEL ***	TOTAL AMT
T/A Diesel Sleeper	Daily Rental Days @ \$ 81.88/DA = \$ 0.00	
	Monthly Rental Month @ \$ 2551.36/MT = \$ 0.00	
	Mileage Rate 0 Miles @ \$ 0.0650/KM = \$ 0.00	
	Sub-Total Rental = \$ 0.00	
	Ltd Damage Waiver Days @ \$ 14.00/DA = \$ 0.00	
	Weeks @ \$ 98.00/WK = \$ 0.00	
	Supp. Liab. Prot. Days @ \$ 25.00/DA = \$ 0.00	
	Weeks @ \$ 175.00/WK = \$ 0.00	
	Waste Dsp.-Supplies = \$ 0.00	
** Special Rate: No Other Discounts Apply ** ESTIMATED RENTAL CHARGES = \$ 0.00		

* NOTICE TO CUSTOMER: These rates are guaranteed for 30 days from the activity date above *

Customer Signature

Truck rented and used in accordance with instructions provided by Ryder agent

Cargo Contents :
Manual Reference Number : 0
USDOT Number :

Corrections# : 00

Additional Terms and Conditions on Other Side - Please Read Carefully

Thank you for doing business with Ryder!

12/21/2016 10:00 AM

PETAPP0007

Final Terms and Conditions of Rental Agreement ("Agreement")

Ryder Truck Rental, Inc. ("Ryder") and Ryder Transportation Services ("RTS") hereby rents to the Customer executing this Agreement ("Customer") the truck and other rental property and accessories listed on the other side of this Agreement (collectively the "Vehicle"). If the terms on the other side of this Agreement conflict with the terms set forth below, those contained on the other side shall govern (only to the extent of such conflict). A COPY OF THIS AGREEMENT MUST BE CARRIED IN THE VEHICLE AT ALL TIMES DURING THE RENTAL.

Ryder may use its customer data for marketing by Ryder, its business partners, and other parties. In addition, Ryder may rent, sell, or exchange such data for marketing purposes. If you do not wish to receive such notices or solicitations, please write to: Ryder, P.O. Box 020818, Miami, Florida 33103 0818.

1. **VEHICLE CONDITION:** Customer acknowledges that he has inspected the vehicle and that any visible damage or defect has been noted on the Vehicle Damage Description and Safe Driving Tips form or any other supplemental Ryder form attached (which are incorporated by reference into the Agreement). It is the sole responsibility of Customer to ensure that the condition of the vehicle is acceptable to Customer for its intended use and that use of the vehicle will not result in any violation of any laws, regulations, or ordinances applicable to such use. RYDER MAKES NO EXPRESS OR IMPLIED WARRANTY OR GUARANTEE AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE VEHICLE, OR THE VEHICLE'S MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. RYDER SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

2. **PROHIBITED USE OF VEHICLE:** Customer will NOT use or permit the Vehicle to be used: (a) in violation of any federal, state, or local law, ordinance, or regulation; (b) to push or tow anything with a gross weight [empty weight of towing device plus weight of load on towing device] in excess of the maximum allowable weight shown on the Ryder Vehicle; (c) driven by anyone other than (a) the driver listed on the other side, and/or (b) neither regular fellow employees, employer, or business partner on a business rental unless Customer elects at the start of the rental, and pays for (where applicable), the Additional Drivers Option. In which event any properly licensed and qualified driver may drive the Vehicle (ALL DRIVERS MUST BE PROPERLY LICENSED AND QUALIFIED, 18 YEARS OF AGE OR OLDER, AND HAVE CUSTOMER'S PRIOR EXPRESS WRITTEN OR VERBAL PERMISSION TO DRIVE THE VEHICLE); (d) on an improved road or other paved surface, in a reckless or abusive manner, in excess of applicable speed limits, or while the driver is under the influence of alcohol or a controlled substance; (e) to transport any car, truck, animal, or human being inside the cargo section of the Vehicle; (f) to transport any passengers or animals in the cab, except as required in the normal and ordinary course of business; (g) for transport persons for hire or for the illegal transportation of any intoxicating liquor, cigarettes, a controlled substance, or other contraband; (h) to load any load that would make the Vehicle exceed the gross vehicle weight [empty weight of the vehicle plus the weight of load] shown on the Ryder Vehicle or on the other side of the Agreement, nor with the vehicle improperly packed or secured; (i) in any area of strike, labor or civil disruption or violence, or natural disaster; (j) in or to take into Mexico or anywhere else outside of the United States ("U.S.") or Canada; and/or (k) TO STORE, TREAT, TRANSPORT, OR DISPOSE OF ANY REGULATED, TOXIC, OR HAZARDOUS SUBSTANCE OR WASTE (INCLUDING, WITHOUT LIMITATION, CIGARETTES, INJECTORS, RESPONSION, FLAMMABLE, EXPLOSIVE, OR RADIOACTIVE SUBSTANCES AND MEDICAL WASTE) AS DEFINED IN ANY LAW. Customer acknowledges and represents that it including any employees and third parties who interact with Ryder under the Agreement on Customer's behalf, has been, is, and shall remain in compliance with U.S. export controls and sanctions laws and regulations and all designations made under these laws and regulations. To the extent that Customer is subject to an enforcement action or designation under any such export controls or sanctions law, Customer will notify Ryder within ten business days following the date of the government's notice to the Customer of such action.

3. **CHARGES:** Customer will pay all charges due on demand in U.S. currency or by Ryder accepted credit card or other form of payment acceptable to Ryder. Any Customer deposit will be applied to, and guarantee, Customer's complete performance of its obligations under the Agreement. Ryder may charge any amounts due Ryder against any credit card used in connection with the rental. Customer will be charged a fee for any check used for payment of charges that is returned unpaid for any reason whatsoever. Customer will pay the full charge for each full or partial rental day. The Daily Rental Rate or Flat Rate, if any, set forth on the other side of this Agreement is the minimum fee, and may be charged for a rental period of less than 24 hours. If Customer requests an adjustment of services during the term (resulting in an account profile change or otherwise), Ryder may accept the request in writing, which shall notify Customer of any adjustment of charges.

4. **LIEU ON CUSTOMER'S PROPERTY:** Ryder will have a lien on all of the Customer's property transported in the Vehicle or any trailer attached to the Vehicle for all charges and expenses incurred, including those related to damage to the Vehicle. If Customer does not pay all charges when due, Ryder may, at its option, sell at public or private sale, with further notice to Customer, all such property to satisfy these charges and all costs associated with the sale consistent with applicable law.

5. **LIABILITY PROTECTION:**

A. **RYDER LIABILITY PROTECTION (LDP):** Unless Customer declines liability protection or (B) Customer elects higher limits of liability as indicated on the other side and the other side of the Agreement is so endorsed, the Vehicle is covered by an automatic liability insurance policy, Old Republic Insurance Company Policy No. 1815273 or any successor or replacement policy (hereafter "Liability Protection Plan") which covers Customer against bodily injury and property damage claims by others, and such Liability Protection Plan is primary. Unless (C) customer declines liability protection or (D) Customer elects higher limits of liability protection indicated on the other side and the other side of the Agreement is so endorsed, Old Republic Insurance Company Policy No. 1815273 or any successor or replacement policy (hereafter "the only automobile liability coverage extended to the Customer under the Agreement and the limits of liability to be furnished to Customer pursuant to this agreement are as follows: (1) for any Vehicle other than a Trailer (as defined below), the total limits of liability are \$100,000 for each person injured, subject to a limit of \$30,000 from all injuries resulting from one accident, and a limit of \$5,000 for damages to property resulting from any one accident, unless the limits required by an applicable compulsory or financial responsibility law of the state/province in which the accident occurs are higher, in which case such higher limits will apply. For example, in California, Vehicle Code Section 16451 requires the split limits of liability are \$15,000/\$30,000. (2) For a truck type tractor equipped with a fifth wheel (tractor), the split limits of liability are \$250,000 for each person injured, subject to the limit of \$300,000 from all injuries resulting from any one accident, and a limit of \$100,000 for damages to property resulting from one accident, unless the limits required by a compulsory or financial responsibility law of the state/province in which the accident occurs are higher, in which case such higher limits will apply. A copy of the Liability Protection Plan is available for inspection at Ryder's main offices. Customer agrees to comply with and be bound by all the terms, conditions, limitations and restrictions of the Liability Protection Plan (even those that are not specifically mentioned in the Agreement), and such terms, conditions, limitations and restrictions are incorporated by reference into the Agreement. You agree to file any and all claims within the United States even if by virtue of your business operation such law takes place outside the United States. If, at the start of the rental, Customer elects higher limits of liability protection (where available), shall provide higher limits of liability protection than those indicated in Paragraph SA, above, and the other side of this Agreement is so endorsed, then those higher limits will be applicable and Customer will pay the additional rate shown therefor. In such event, all coverage and limits of liability will be solely and entirely extended under a separate and different automobile liability insurance policy, Old Republic Insurance Company Policy No. 2315718 or any successor or replacement policy (hereafter, "LDP"). If Customer elects a deductible amount per accident under the Liability Protection Plan or any other plan with higher limits, if elected, [OPTION AVAILABLE ONLY TO COMMERCIAL CUSTOMERS AND NOT AVAILABLE AT ALL RYDER LOCATIONS], and the other side of the Agreement is so endorsed, Customer will be responsible for such amount in the event of an accident.

Customer agrees that Ryder and/or Ryder's insurance carrier, at their option, will have the sole right to conduct accident investigations and administer claims handling and settlements, and in such event Customer will adhere to and accept Ryder and/or Ryder's insurance carrier conclusions and decisions. Customer agrees to release, indemnify and hold Ryder and Ryder's insurance carriers harmless from and against any and all expense (including without limitation court costs, attorneys fees and expert witness fees), damages and/or liability arising out of the use or operation of the Vehicle (EVEN IF DUE TO RYDER'S FAULT OR NEGLIGENCE) which are (i) in excess of the limits of liability described in Paragraph SA, (d) excluded from coverage under the Liability Protection Plan or any other liability plan with higher limits, if elected, and/or (e) not otherwise covered under the Liability Protection Plan or other liability plan with higher limits, if elected.

The Liability Protection Plan or other liability plan with higher limits, if elected, does NOT apply, (i) if the Vehicle is obtained, used or operated in violation of any provision of the Agreement, (ii) to loss or damages (to the vehicle or other property owned by Customer, in the Vehicle, or for any other reason), or

custody or control; (iii) To any injuries of any nature whatsoever to Customer, Customer's agents, employees, guests, family members of Customer's household or other occupants of the Vehicle; (iv) to loss or damages (to the vehicle or other property owned by Customer, in the Vehicle, or for any other reason), or (v) for public, exemplary, incidental or consequential damages, fines or penalties.

Customer agrees to, and is provided with uninsured or underinsured motorist coverage, personal injury protection coverage, medical payment coverage, and/or supplementary no fault coverage; if any such coverage cannot be obtained or excluded under the law of the state/province in which the accident occurs, or if such coverage or exclusion is otherwise unavailable, such coverage will only be provided under the Liability Protection Plan or other liability plan with higher limits, if elected, to the extent and with the minimum limits required by the law of that state/province.

B. **CUSTOMER LIABILITY INSURANCE:** If Customer elects to provide liability insurance and the Agreement is so endorsed [OPTION AVAILABLE ONLY TO COMMERCIAL CUSTOMERS AND NOT AVAILABLE AT ALL RYDER LOCATIONS], Customer agrees to insure the Vehicle with a standard form automobile liability insurance policy, with Ryder named as an additional insured, covering all risks of loss or damage to persons or property, arising out of the ownership, maintenance, use, or operation of the Vehicle during the rental, regardless of fault. The limits of the insurance will not be less than \$1,000,000 for all bodily injury and property damage from any one accident or such higher limits as Ryder may require. Customer agrees to provide Ryder with a certificate of insurance, evidencing the required coverages and limits of liability before using the Vehicle. Customer agrees to release, indemnify, and hold Ryder and Ryder's insurance carriers harmless from and against any and all expense (including without limitation court costs, attorneys fees and expert witness fees), damages, and/or liability arising out of the ownership, maintenance, use, or operation of the Vehicle (EVEN IF DUE TO RYDER'S FAULT OR NEGLIGENCE) which are (i) in excess of the limits of liability under Customer's liability insurance, (ii) excluded from coverage under Customer's liability insurance, or (iii) not otherwise covered under Customer's liability insurance. If any applicable state/province law requires Ryder or its insurance carrier to extend liability insurance coverage, then notwithstanding Customer's election to provide such liability insurance, such coverage extended by Ryder or its insurance carrier will be limited to the statutory compulsory or financial responsibility minimum limits and will be in excess of (i) that insurance coverage extended by Ryder or its insurance carrier, and (ii) any other insurance coverage that any insurance carrier (other than Ryder's insurance carrier) furnishes. Customer acknowledges that the rental rate given to Customer is partly a function of Customer's provision of such insurance with complete coverage of and indemnification of Ryder. If Customer fails to procure or maintain liability insurance in accordance with the Paragraph 5B, then upon written notice, Ryder may immediately extend liability insurance (the Liability Protection Plan) in accordance with Paragraph SA and charge Customer for such services.

C. **TRUCK LEASE AND SERVICE AGREEMENT:** If Customer is also a lessee pursuant to a Ryder Truck Lease and Service Agreement ("TSLA") and such TSLA designates Customer as the party responsible for providing and maintaining the liability insurance for the vehicle(s) leased thereunder, then that liability insurance will also extend to and cover the vehicle(s) rented under the Agreement and the terms of the TSLA will apply for providing and maintaining the liability insurance and control over any contrary terms in the Agreement. In all other respects the terms and conditions of this Agreement shall apply. Customer must furnish Ryder with proof of its liability insurance before Ryder will deliver the Vehicle to Customer.

6. **THEFT AND DAMAGE TO VEHICLE:** Unless Customer elects, at the start of the rental, Physical Damage Waiver ("PDW") or a Limited Damage Waiver ("LDW") on the Agreement, Customer is totally responsible for all loss (including theft) and/or damage, including total loss, to the Vehicle, regardless of the cause or fault, or if the loss or damage is caused by a third party, regardless of whether the loss or damage is caused by a third party. Ryder agrees to waive Customer's liability for theft of and/or physical damage to the Vehicle to the extent set forth on the other side of this Agreement. If (i) Customer accepts and pays the charge for PDW or a LDW (where available), and (ii) CUSTOMER IS NOT IN VIOLATION OF ANY PROVISION OF THIS AGREEMENT. Notwithstanding the election of PDW or a LDW, Customer is totally responsible for all loss or damage to the Vehicle due to a violation of any provision of this Agreement. PDW AND LDW ARE NOT INSURANCE AND ARE OPTIONAL. If Customer does not elect, at the start of the rental, PDW or LDW, Customer shall furnish Ryder with evidence of Physical Damage Insurance covering the Vehicle for loss or damage with Ryder endorsed as loss payee. Customer must immediately report any accident, loss, or theft of the Vehicle to the nearest Ryder Office and must complete (within 24 hours) complete a Ryder Accident Report form and provide Ryder with a detailed inventory of all cargo that was in the Vehicle. If Customer fails to procure or maintain Physical Damage Insurance in accordance with the Paragraph, then upon written notice, Ryder may immediately extend PDW or LDW in accordance with the Paragraph and charge Customer for such services.

7. **GLASS DAMAGE PROTECTION:** Unless Customer elects at the start of the rental, Glass Damage Waiver ("GDW"), PDW, or LDW on the Agreement, Customer is totally responsible for all loss or damage to the windshield and windows of the Vehicle(s) (collectively referred to as the "Glass") irrespective of any fault on the Customer's part. Ryder agrees to waive Customer's liability for damage to the Glass to the extent set forth on the Agreement. If (i) Customer accepts and pays the charge for the GDW, PDW, or the LDW and (ii) CUSTOMER IS NOT IN VIOLATION OF THE AGREEMENT. Notwithstanding the election of GDW, PDW, or LDW, Customer is totally responsible for all loss and/or damage to the Glass due to a violation of any provision of the Agreement. GDW IS NOT INSURANCE AND IS OPTIONAL. Regardless of the selection by Customer related to GDW, any damage to windshield Glass (for any other Glass in the 2 States described below) is covered, without deductible, in the cost paid for Ryder's extension of PDW or LDW in the following states (and only in the states): Florida, Massachusetts, Kentucky (full glass), and South Carolina (full glass).

8. **DAMAGE RESPONSIBILITY:** When Customer is responsible for loss or damage to the Vehicle under the Agreement, including responsibility for a deductible under Paragraph 6 or C, Customer will have the option of either: (i) paying Ryder for the estimated costs of repairs for loss or damage plus an administrative mail-up; or (ii) having Ryder the actual repair costs, plus a reasonable administrative mail-up, plus the lost use of the Vehicle until the Vehicle is repaired and returned to service (such period not to exceed a commercially reasonable time or a maximum of 30 days), which shall be added to Customer at the agreed upon rental rate. After receiving notice from Ryder regarding Customer's option as to how to pay for the damage, if Customer does not make an election within 7 days, option (i) will apply. Ryder will place a third party vendor estimate for any major damage. If Customer returns a Vehicle outside of normal business hours, Customer shall remain responsible for loss or damage to that Vehicle until the receiving Ryder location opens on the next business day and has a reasonable opportunity to inspect the Vehicle for damage. In the event of a theft of the Vehicle or a total loss, Customer shall pay Ryder the greater of: (a) the Vehicle's retail fair market value; or (b) Ryder's book value for the Vehicle.

9. **PERSONAL ACCIDENT AND CARGO RESPONSIBILITY:** Customer agrees that Ryder will have absolutely no liability whatsoever, and agree to release, indemnify, and hold Ryder harmless for any and all (i) loss or damage to cargo or other property transported in the Vehicle, EVEN WHEN THE LOSS OR DAMAGE WAS DUE TO RYDER'S FAULT OR NEGLIGENCE and Customer assumes all such risk of loss or damage, and (ii) claims, damages, or losses arising from injuries of any nature whatsoever, or death of Customer, Customer's agents, employees, guests, family members of Customer's family, or other occupants of the Vehicle EVEN WHEN SUCH DEATH OR INJURY WAS DUE TO RYDER'S FAULT OR NEGLIGENCE, and Customer assumes all such risk and liability.

10. **RETURN OF THE VEHICLE BY CUSTOMER:** Customer will return the Vehicle and all accessories (radio, dry, clean, and free of oil, debris, pens, pencils, contamination, or infestation, and in at least the same good condition as received, on the due date, and at the time specified on this Agreement, or upon Ryder's demand, to the location from which the Vehicle was delivered to Customer unless a different place of return is specified on the Agreement, the "Destination Location"). Unless the Agreement is terminated by Ryder, the term of the Agreement shall continue until Customer returns the Vehicle to Ryder in accordance with the Paragraph 10, in addition to all other charges due and remedies available to Ryder under the Agreement. CUSTOMER WILL BE LIABLE FOR A LATE CHARGE IF THE VEHICLE IS NOT RETURNED BY THE DUE DATE AND TIME SPECIFIED ON THE OTHER SIDE OF THIS AGREEMENT. A CLEANING SERVICE CHARGE MAY APPLY IF THE VEHICLE IS NOT RETURNED CLEAN. If no due date and time for returning the Vehicle are specified, then Customer will return the Vehicle upon demand or within seven (7) days of the date that it was rented, whichever occurs first. If Customer does not return the Vehicle within these (3) days after the due date and time specified for its return or upon Ryder's demand, or if information provided to Ryder by Customer is false, Ryder may consider the Vehicle stolen and pursue all appropriate legal actions, both criminal and civil, to recover the Vehicle. CUSTOMER AGREES NOT TO SUBLEASE OR RELET THE VEHICLE, WHICH CUSTOMER ACKNOWLEDGES IS OWNED BY RYDER, OR ASSIGN THIS AGREEMENT, AND ANY ATTEMPT TO DO ANY OF THE FOREGOING SHALL BE NULL AND VOID AND CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT. Neither Customer nor any driver of the Vehicle are, or

shall in any way, be deemed to be, agent, representative, servant, or employee of Ryder in any manner or for any purpose whatsoever.

11. **BREACH OF THIS AGREEMENT:** In the event Customer breaches or is in default of any obligation in the Agreement, or if the Vehicle is overdue, illegally parked, or apparently abandoned, or if any information Customer provides to Ryder is false, Ryder may, without prior notice or demand to Customer, recover and immediately terminate this Agreement. Any failure to maintain or without prejudice to any of Ryder's rights or other remedies available under the Agreement or any law. Ryder will be entitled to recover from Customer all reasonable costs, expenses, and attorneys fees incurred by Ryder to repossess any Vehicle and/or to enforce the terms of this Agreement.

12. **MAINTENANCE RESPONSIBILITY AND INSPECTION RIGHTS:** Customer shall conduct pre and post inspections of the Vehicle, complete required reports, and promptly notify Ryder of any Vehicle condition issues. Ryder will not be liable for any FMVSA violations or other citations for which Ryder was not provided notice.

Customer agrees to be responsible and pay for all mechanical damage to the Vehicle caused by: (i) Customer's breach of any provision of the Agreement; (ii) Customer's failure to maintain adequate oil, fluids, coolant, and water levels in the engine, and/or (iii) Customer's neglect of any necessary servicing or maintenance of the Vehicle during the rental period. Customer will not perform, and Ryder will not be responsible for, any service, repairs, or other maintenance to the Vehicle during the rental period unless Ryder gives prior written authorization for such work. Ryder may inspect the Vehicle at any time wherever it is located.

The engine in the Vehicle is compliant with EPA engine emissions standards and in accordance with the powertrain's manual and the Diesel Exhaust Fluid or similar additive (DEF). All charges for DEF are Customer's responsibility and, if provided by Ryder, will be billed in addition to all other charges at Ryder's then current rate. Failure to maintain required tank levels or adding non DEF fluids to the tank may cause vehicle damage or system damage. Additive coverage under proper DEF fluid level is driver aware and Customer is responsible for all mechanical damage resulting from such failure.

The Vehicle(s) contains technology that is compliant with 2007 or 2010 emissions standards. Customer acknowledges that the Ryder has provided Customer with instructions concerning the periodic regeneration of the Diesel Particulate Filter (DPF) that must be performed in accordance with manufacturer's requirements. Instructions for DPF regeneration are also located on the backside of the driver's side sunvisor. It is Customer's sole responsibility to properly and timely perform the regeneration. Any failure to perform DPF regeneration is driver abuse and Customer is responsible for all costs necessary to repair and tow the Vehicle as well as any other mechanical damages resulting from such failure.

13. **TAXES, FEES, PERMITS, TICKETS, AND FINES:** Customer agrees to be responsible and pay for any tax, special, license, permits, fees, or tolls required by Customer's use and operation of the Vehicle and also agrees to file or assist Ryder in filing any and all returns. If reports required, if any, by any government body as the operator of the Vehicle, or as the driver of the Vehicle, in addition, Customer will promptly pay for all tickets, fines, and penalties, including late fees or secure resulting from the use and operation of the Vehicle. If CUSTOMER'S FAILURE TO PAY ANY TAXES, SPECIAL LICENSES, PERMITS, FEES, OR TOLLS RESULTS IN A LITIGATION OR LITIGATION AGAINST THE VEHICLE, THEN RYDER MAY SETTLE THE CLAIM OR LITIGATION, AND CUSTOMER SHALL PROMPTLY PAY RYDER THE FULL AMOUNT OF SUCH SETTLEMENT. ANY COSTS, AND AN ADMINISTRATIVE CHARGE NOT TO EXCEED \$10 PER OCCURRENCE FOR TOLLS ADMINISTERED THROUGHOUT A TOLL AND \$15 PER OCCURRENCE FOR ALL OTHER TAXES, SPECIAL LICENSES, PERMITS, FEES, OR TOLLS. RYDER COOPERATES WITH ALL FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT OFFICIALS NATIONWIDE TO PROVIDE THE IDENTITY OF CUSTOMERS WHO OPERATE THIS VEHICLE.

14. **FUEL: RENTAL RATES DO NOT INCLUDE THE COST OF FUEL. THE VEHICLE WILL HAVE A FULL FUEL TANK UPON COMMENCEMENT OF THE RENTAL. CUSTOMER IS RESPONSIBLE FOR ALL FUEL DURING THE COURSE OF THE RENTAL.** All grades that meet all applicable laws and regulations that meet all manufacturers' recommendations and the requirements of applicable law. Customer must return the Vehicle with a full fuel tank at the Destination location. Does not provide fuel or offer optional refueling service. If the Destination location provides fuel, Customer may fill up the fuel tank. Customer's expense at the Destination location or at any fuel retailer of Customer's choice. If the Destination location offers optional refueling service and Customer elects not to refuel the fuel tank prior to return, Customer will pay a refueling service charge (a) calculated by multiplying the cost per gallon by the number of gallons required to fill the fuel tank determined either by actual refueling or by reading the factory installed fuel gauge; and/or (b) calculated as a flat charge. Fuel or optional refueling service is not available at all locations and the charges will vary by location. Refueling service charges are generally higher than retail fuel prices at fuel retailers such as service stations. Customer agrees to contact the Destination location to verify availability of and charges for fuel or optional refueling service before returning the Vehicle.

15. **TELEMETRIC DEVICE:** Each vehicle may contain a telematic device consisting of a transceiver, base, antenna and other related equipment and hardware (collectively "Device"). You agree not to tamper with or disable the Device without the express written consent of Ryder. You shall be responsible for any loss or damage to the Device at full replacement cost. The Device, all related software and all data collected from the Device shall at all times remain the property of Ryder. The Device may be removed by Ryder at any time or upon termination of the agreement. If Ryder offers and Customer accepts telematic service, Customer shall be subject to the Ryder's General Terms and Conditions found at www.rentaltrucks.com (incorporated herein by reference).

16. **COMPLIANCE:** Any Vehicle domiciled or rented from a Ryder location outside of the State of California may not be compliant with all California Air Resources Board requirements. If Customer intends to operate the Vehicle within the State of California, Customer is solely responsible for compliance with all laws and regulations within the State of California. If Customer intends to operate the Vehicle in the State of California, please contact a Ryder employee for assistance or with any questions.

17. **MISCELLANEOUS:** If a court rules that any one or more provisions, or part thereof, in this Agreement are illegal, invalid, or unenforceable, the remainder of this provision and all other provisions in this Agreement will remain binding, effective and fully enforceable. This Agreement contains the entire agreement between the parties and may be altered only by written amendment signed by both parties. Notwithstanding the foregoing sentence, the Agreement shall govern and control over any Purchase Order or other document issued by Customer in connection with the rental. Ryder will not be liable to Customer if Ryder is prevented from performing under the Agreement by any present or future cause beyond Ryder's control. These causes include, but are not limited to, Acts of God, natural emergencies, wars, riots, fires, labor disputes, federal, state, or local laws, rules or regulations. Even if Ryder is unable to perform, Customer's obligations under this Agreement will continue. If Ryder delays as fails to exercise any of its rights under the Agreement, or if Ryder partially exercises any right, Ryder will not have thereby waived any of its rights. Failing to declare an act of default, Ryder does not waive that default. Ryder may act on the default as any time. NO PROTECTION OF ANY KIND (INCLUDING PDW, LDW, LIABILITY PROTECTION, SUPPLEMENTAL LIABILITY PROTECTION, AND RE EFFECTIVE IF THE CUSTOMER (A) CONVERTS THE VEHICLE BY FAILING TO RETURN IT FOR ANY REASON WHEN DUE, AND/OR (B) OTHERWISE IS IN VIOLATION OF THIS AGREEMENT, TO THE EXTENT PERMITTED BY APPLICABLE LAW.



Ryder ChoiceLease Full Service
TRUCK LEASE & SERVICE AGREEMENT (TLSA)
SCHEDULE A

Customer Name: Load 1 Trucking LLC	Customer Vehicle Domicile: Santa Fe Springs, CA	Lessee Number: 64355
Ryder Maintenance Facility Number & Name: 3189 LOS ANGELES BU-205 Santa Fe Springs	Schedule A No. 201732701	Schedule A Date: March 27th, 2017
		TLSA Date: March 6th, 2017

1. **Vehicle:** This Schedule A shall cover the following 1 Vehicle(s):

Vehicle Information				
Ryder Unit No.	Customer Unit No.	Date of Delivery	Serial Number	Replaces Ryder Unit No.
I. 646284		___/___/___	3AKJGLBG6GSHF811	

The parties acknowledge and agree that certain information required to complete this Section may not be available upon execution of this Schedule and that Ryder will furnish any such information upon delivery of the Vehicle(s). Notwithstanding anything to the contrary in the TLSA or this Schedule A, [(i)] it is the sole responsibility of Customer to ensure that the condition of the Vehicle(s) is acceptable to Customer for its intended use, and that use of the Vehicle(s) will not result in any violation of any laws, regulations, or ordinances applicable to such use and (ii) Customer will return the Vehicle(s) and all accessory items clean, dry, and free of odor, debris, pests, insects, contamination, or infestation, and in at least the same good condition as received.

2. **Lease Terms:** The following terms shall apply to each Vehicle listed on this Schedule A:

Original Value:	\$119,895	Term In Months:	48
Monthly Depreciation:	\$1,238.17	Fixed Charge Per Month:	\$3,391.58
Max GCW/GVW and/or Licensed Weight:	80,000		
Estimated Annual Mileage:	200,000	Mileage Rate per Mile:	\$ 0.0650

3. **Vehicle Component Information:** Each Vehicle listed on this Schedule A is comprised of the following components:

Component Information				
Component	Model Year	Description	Original Value	Monthly Depreciation
Cab/Chassis	2016	Cascadia T/A Sleeper PX 12564ST	\$118,695	\$1,213.17
Other I		Refurb/Misc Cost	\$1,200	\$25.00

4. **Vehicle Lease:** The lease of each Vehicle listed on this Schedule A shall constitute a separate and independent lease agreement subject to the terms and conditions contained in: (i) the TLSA; (ii) any amendments to the TLSA; (iii) this Schedule A; and (iv) any other written agreement between Ryder and you regarding that Vehicle. Any reference to the TLSA contained in any of the foregoing documents shall be deemed to refer to each and every Vehicle lease. Payments relating to an invoice for multiple Vehicles will be allocated on a pro-rata basis among the covered Vehicles. The terms of this Schedule A apply to all Vehicles listed on this Schedule A and are part of each respective Vehicle lease. If there is a conflict between the terms of this Schedule A and any other terms of the TLSA, then the terms of this Schedule A will apply.

5. **Investment:** The Original Value, Monthly Depreciation and Fixed Charge Per Month listed above are based, in part, upon the manufacturer's quoted price as of the date you execute this Schedule A. If the manufacturer's quoted price increases prior to the Date of Delivery of a Vehicle, then you agree that for each \$50 increase in price (or fraction thereof), Original Value shall be increased by \$50.00, Monthly Depreciation shall be increased by \$0.65, and the Fixed Charge per Month shall be increased by \$1.30.

6. **Original Identification Cost:** \$0. If this amount varies by \$50.00 or more in price, the Original Value, Monthly Depreciation and Fixed Charge per Month will be adjusted as indicated in (5) above.

7. **Estimated Annual Mileage:** You may not operate any Vehicle more than 20% in excess of the Estimated Annual Mileage in any 12-month period. If during any 12-month period, the actual miles on any Vehicle exceeds the Estimated Annual Mileage listed on this Schedule A by 20 %, then, in addition to all other rights and remedies hereunder, Ryder will assess a surcharge of \$0.1500 per mile for all miles over the Estimated Annual Mileage and you agree to pay this surcharge in addition to all other amounts due Ryder within the time provided in the TLSA. You will not be entitled to a credit or carry forward if actual annual miles is less than the Estimated Annual Mileage.

8. **Estimated Annual Engine Hours for Refrigerated Trailers and Straight Trucks ("Refrigerated Vehicles"):** Not Applicable.

9. **Estimated Annual Standby Refrigeration:** Not Applicable.

10. **The CPI Base Index:** Is (to be determined). The Base Index shall be the current index as of the Date of Delivery. **Maximum Adjustment:** Notwithstanding anything in the TLSA to the contrary, the Fixed Charge Per Month, Mileage Rate Per Mile and Refrigerated Maintenance Rate Per Hour on the Vehicle(s) listed on this Schedule A shall not be adjusted by more than 3% in any given calendar year.

Exposure %: Notwithstanding anything in the TLSA to the contrary, 75 % of the Fixed Charge Per Month and 100 % of the Mileage Rate Per Mile on the Vehicles listed on this Schedule A shall be subject to adjustment in accordance with the TLSA. **Effective Date of Adjustments:** Annual anniversary date of the Scheduled Vehicle's Date of Delivery.

11. **Per Vehicle Annual Allowances:** The allowances described below are included in the Fixed Charge Per Month. If the actual cost of any item(s) listed below, including any costs incurred in states other than those listed, exceeds the annual allowance amount for that item, then you agree to pay Ryder the excess, in addition to all other lease charges.

Description	Annual Allowance Amount
Vehicles listed on this Schedule A operate in State(s) of: AK AL AR AZ CA CO CT DC DE FL GA HI IA ID IL IN KS KY LA MA MD ME MI MN MO MS MT NC ND NE NH NJ NT NV NY OH OK OR PA PHI PR PTL RI SC SD TN TX UT VA VT WA WI WV WY	
State Motor Vehicle License, Registration and Inspection fees	\$0
FTA / Mileage Tax Permits	\$0
Federal Heavy Vehicle Use Taxes	\$550
Personal Property Taxes	\$0

12. Vehicle Related Services:

Vehicle Related Services	Provided By/Comments
Substitute Vehicles	Ryder
Exterior Washing	Ryder (at Ryder's standard intervals)
Safety Services	Ryder
Licensing	You
IFTA/Mileage Tax Permitting & Reporting	Ryder
Other Services	None

13. **Fuel:** Ryder will provide fuel for the Vehicles and charge you for any fuel it provides in accordance with the terms of the TLSA and in addition to all other lease charges. All fuel used in the Vehicle that is obtained from a third party other than Ryder shall be of a type and grade that meets all manufacturers' recommendations and the requirements of applicable law.

14. **Party Responsible for Liability Insurance:** You. Combined Single Limits \$1,000,000 per occurrence. Ryder Truck Rental LT and Ryder Truck Rental, Inc. shall each be an additional insured under your Liability Insurance policy and a beneficiary of your indemnities in accordance with the TLSA. Your certificate of insurance must include by special endorsement or otherwise, Ryder as an additional insured for all vehicles leased, rented, substituted or supplied to you by Ryder.

15. **Party Responsible for Physical Damage:** You shall be responsible for all loss or damage to the Vehicles in accordance with the TLSA. At the expiration of a Vehicle's Term in Months (or upon earlier termination if you are not required to purchase the Vehicle), you shall pay Ryder the cost to de-identify each Vehicle and return the Vehicle to the Ryder service location listed on this Schedule A in good and working order without Physical Damage (normal wear and tear excepted). If you fail to do so, you shall continue to be liable for all obligations under this Agreement until you return the Vehicle to Ryder in accordance with this provision.

**RYDER TRUCK RENTAL, INC., d/b/a
RYDER TRANSPORTATION SERVICES**
(Ryder)

By: 

Name: Brian Kerr

Title: Director of Sales (DOS)

Date: March 30, 2017

Load 1 Trucking LLC

(Customer/You)

By: 

Name: Walid Eliza

Title: President

Date: 3/30/17



Ryder ChoiceLease Full Service

TRUCK LEASE and SERVICE AGREEMENT

This Agreement is dated as of 6th day of March, 2017 by and between RYDER TRUCK RENTAL, INC. d/b/a RYDER TRANSPORTATION SERVICES, whose address is 11620 N.W. 105th Street, Miami, FL 33178 ("Ryder") and Load 1 Trucking LLC, whose address is 385 S. Lemon Ave E173, City of Industry, CA 91785 ("You/Yours/Customer").

1. EQUIPMENT COVERED AND TERM.

A. Agreement and Schedule A(s). Ryder agrees to lease to you and you agree to lease from Ryder the vehicles listed on Schedule A(s) (the "Vehicle(s)"). Each Schedule A is a part of this Agreement and contains additional terms and conditions. When you sign a Schedule A, you authorize Ryder to obtain the Vehicle(s) and you agree to take delivery of each. Failure to take delivery of a Vehicle for any reason is a material breach of this Agreement.

B. Lease Term. The lease term for each Vehicle begins when the Vehicle is placed in Customer's service, or 48 hours after notice has been given by Ryder to Customer that the Vehicle is available for pick-up, whichever occurs first, and shall continue for the period specified on its Schedule A unless the lease term is terminated earlier as permitted herein. If you operate any Vehicle after its lease term has ended, the terms of this Agreement will continue to apply to the hold-over lease, but either party shall have the right to terminate the hold-over lease upon 7 days prior written notice to the other party, provided all other termination requirements set forth herein are satisfied. Unless you execute a Schedule A(s) to the Agreement prior to the expiration of the lease of a Vehicle(s) for a replacement vehicle(s) of an equal or greater class size upon reasonable terms and conditions acceptable to Ryder, your then current fixed and variable charges will increase by 20% for the first 12 months of any hold-over term and shall increase an additional 20% on each anniversary date of the original expiration of the original Term in Months. Upon the expiration of the Term in Months, you shall have a grace period of 30 days before Ryder implements the increase set forth herein.

C. Vehicle Specifications, Alterations, and Equipment. When you place a Vehicle in service, you acknowledge that it conforms to the Vehicle specifications and is in good working order. You agree not to alter the structure of any Vehicle without Ryder's written consent. You agree to pay for all structural alterations, special equipment, and all changes in painting, lettering, and art work that you make or request Ryder to make after you sign the Schedule A. If a law or regulation changes, after you sign a Schedule A, that requires Ryder to install new or additional equipment on the Vehicle or to otherwise alter the Vehicle, Ryder will perform the installation or alteration at your expense. If you use a Vehicle while it is connected to a trailer or other equipment that Ryder does not lease to you or maintain for you, you agree to keep that trailer and equipment in good operating condition.

2. SERVICES THAT RYDER PROVIDES.

A. Maintenance and Repairs to Vehicles. For each Vehicle, Ryder will provide lubricants, tires, tubes, and all other operating supplies, perform all maintenance and repairs, and supply all labor and parts required to keep the Vehicle in service.

(1) Maintenance and Repair Schedule. You agree to return each Vehicle to Ryder at the maintenance facility listed on Schedule A (the "Maintenance Facility") for at least 8 hours per month for preventive maintenance at mutually agreeable times. Customer shall notify Ryder immediately when any repairs are necessary and return the Vehicle to the Maintenance Facility for performance of those repairs.

(2) Repairs Performed by Third Parties. Only Ryder and parties expressly authorized by Ryder may repair, maintain, or adjust a Vehicle. Customer shall not have a third party repair or make adjustments to a Vehicle, without Ryder's consent. Ryder will only pay for properly authorized and documented repairs.

B. Substitute Vehicles. Except as described in this Paragraph 2B, if a mechanical failure renders a Vehicle temporarily inoperable, Ryder agrees to supply Customer with a vehicle, as nearly as practicable the same size as the inoperable Vehicle, (a "Substitute Vehicle"), at no extra cost except for mileage, fuel, and other variable charges. Substitute Vehicles will be from Ryder's rental fleet and, subject to availability, similar in size and capacity as the inoperable Vehicle. Ryder shall not provide any special painting, lettering or other alterations for any Substitute Vehicle. Ryder shall provide the Substitute Vehicle where the Vehicle was disabled and Customer shall return it to the facility that provided it within a reasonable time after Ryder notifies Customer that the Vehicle is ready for pick-up, after which time rental rates will apply. All Substitute Vehicles will be governed by the terms of this Agreement. Ryder will not furnish a Substitute Vehicle for any Vehicle that is out of service: (i) for preventive maintenance; (ii) due to driver abuse; (iii) for repair of Physical Damage (as defined in Paragraph 11(A) of this Agreement) resulting from any cause, including fire, collision, upset, vandalism or an Act of God; (iv) due to your violation of this Agreement; or (v) for repair or maintenance of special equipment that Ryder is not responsible for maintaining. Ryder will not furnish a Substitute Vehicle for any Vehicle that is lost or stolen or for any specialized Vehicle. Ryder's failure to furnish a Substitute Vehicle within a reasonable period of time when required will cause the fixed charges for the inoperable Vehicle to abate until it is returned to Customer's service or until a Substitute Vehicle is furnished, whichever comes first, and Ryder will have no other liability to Customer for such failure. Where Ryder is not obligated to furnish a Substitute Vehicle, Ryder will rent Customer a replacement vehicle at rental rates, subject to availability.

C. Emergency Road Service. Ryder agrees to provide road service for mechanical or tire failure (unless such failure results from an accident, driver abuse or a violation of this Agreement). Where Ryder is not responsible for road service, Ryder will coordinate road service for you at your expense.

D. Safety Program. At your request, Ryder will provide you with its then-current standard safety program.

E. **Additional Services.** Ryder will provide additional services as listed on Schedule A.

F. **Additional Repairs.** Regardless of any other provision of this Agreement, you agree to pay for all damage, repairs, maintenance, and related expenses resulting from your operation of a Vehicle in violation of this Agreement. Any such repairs or maintenance performed by Ryder, special services requested by Customer, and all Vehicle washes in excess of Ryder's standard intervals (when Ryder is designated for washes on Schedule A) shall be at Ryder's retail sales and service rates (including overtime).

3. **FUEL.** When Ryder is designated on Schedule A, Ryder will offer to sell you fuel for each Vehicle from a Ryder or Ryder-designated facility. Ryder's charge for fuel it provides will vary over time. Fuel charges are incidental and are billed in addition to all other lease charges. If your account is past due, Ryder may elect to stop providing fuel to you. You will be responsible for the cost of fuel you obtain from other sources and cannot charge these costs to your Ryder account.

4. VEHICLE OPERATING CREDENTIALS AND TAXES.

A. **Licensing and Taxes.** Where it is legal to do so, Ryder will apply and pay for the following (up to the allowance for each item on Schedule A): (i) state motor vehicle license and registration in the state of domicile (for the licensed weight shown on Schedule A); (ii) personal property taxes (in the state of domicile); and (iii) Federal Heavy Vehicle Use Taxes. You agree to provide Ryder with all documentation required for vehicle licensing (including trip records) on a weekly basis. If you fail to provide Ryder with timely and accurate information, you agree to reimburse Ryder for any resulting charges, penalties, or expenses. You will pay to Ryder all charges incurred by Ryder in states other than the state of domicile for any of the items listed in Paragraph 4. Also, Ryder shall have the right upon 30 days prior notice, to stop applying for vehicle licenses and to remove any existing vehicle licenses issued to Ryder.

B. **Fuel Tax.** When designated on a Schedule A, and where it is legal to do so, Ryder will: (i) apply and pay for (up to the allowance on Schedule A for fuel tax permits) IFTA fuel tax permits and highway use/mileage tax permits for each Vehicle; (ii) prepare and file IFTA fuel tax and highway use/mileage tax returns; and (iii) pay fuel taxes and highway use/mileage taxes imposed on the operation of the Vehicles, on the following terms:

(1) **Required Documentation.** You must provide Ryder with all necessary documentation (including trip records and fuel tickets) on a weekly basis. If you fail to provide Ryder with timely, accurate and complete information, you agree to: (i) reimburse Ryder for any charges, penalties, expenses, or disallowed credits; (ii) pay Ryder an amount equal to the estimated taxes computed on a per mile basis and (iii) pay Ryder a surcharge of \$20 for each mile that you fail to properly report. In addition, Ryder shall have the right, upon 30 days notice, to stop providing the services described in this Paragraph 4B and you shall be responsible for these obligations as if you were designated on Schedule A to provide them.

(2) **Reimbursement of Fuel, Highway Use and Mileage Taxes.** You will reimburse Ryder for all fuel, highway use and mileage taxes paid by Ryder on your behalf, including, but not limited to, all additional fuel taxes resulting from your consumption of fuel in a state other than the state in which the fuel was purchased and all taxes that may become due based on the documents you provide.

(3) **If you provide IFTA fuel tax reporting.** You agree to defend, release, indemnify, and hold Ryder harmless for all Damages and Defense Costs resulting from your failure to properly obtain IFTA fuel or highway use/mileage tax permits, file IFTA fuel or highway use/mileage tax returns or pay IFTA fuel or highway use/mileage taxes.

C. **Allowances.** If the cost of any of the items listed in Paragraphs 4A and 4B exceeds the annual allowance listed on Schedule A (for any reason including increase or change in the method of assessment), then you agree to pay Ryder the excess. Ryder failure to bill or collect amounts in excess of the allowance in any year shall not be considered a waiver of its right to pursue those amounts. Any blank allowance line on a Schedule A shall be deemed to be a \$0 annual allowance.

D. **All Other Taxes, Fees, Tolls, or Fines.** Unless otherwise specified in this Agreement, you shall pay for all taxes, fees, special licenses, traffic and parking violations, towing and storage expenses and other similar fines and tolls (whether in effect now or imposed after the date of this Agreement) relating to any Vehicle or to the lease of any Vehicle, rental of extra vehicles, Substitute Vehicles, or other charges under this Agreement (excluding any taxes based on Ryder's net income). If your failure to pay any of the above items results in an outstanding charge, claim, or lien involving any Vehicle or another vehicle listed herein, then Ryder may settle such, and you shall promptly pay Ryder the full amount of such settlement, any related costs, and an administrative charge not to exceed \$10 per occurrence for tolls administered through Rent A Toll and \$25 per occurrence for all other taxes, fees, special licenses, violations, towing and storage expenses, fines, or tolls.

5. OPERATION OF VEHICLES; DRIVERS:

A. **Operation of Vehicles; Drivers.** Each Vehicle shall be operated only in the ordinary course of business by properly licensed drivers that are: (i) at least 18 years old; and (ii) your employees or agents and subject to your exclusive direction and control. You will not operate any Vehicle: (i) in violation of any federal, state, or local rules, laws or regulations (including weight and size limits); (ii) in a reckless or abusive manner (including, while using a mobile or electronic device); or (iii) to transport Hazardous Materials (as defined in Paragraph 16C of this Agreement). Nor will you operate any Vehicle in violation of the manufacturer's recommendations, off an improved road, on a flat tire, with warning lights on, with gauges showing dangerous or excessive readings, or improperly loaded. Customer shall conduct pre and post inspections of the Vehicle, complete required reports, and promptly notify Ryder of any Vehicle condition issues. Ryder will not be liable for any Federal Motor Carrier Safety Administration ("FMCSA") violations or other citations for which Ryder was not provided notice. You are not permitted to operate any Vehicle outside of the United States. You are not permitted to use any Vehicle to carry passengers, except as required in the ordinary course of your business. Regardless of any other provision of this Agreement, and even if Ryder is designated on Schedule A as responsible for Physical Damage, you will pay Ryder for all physical damage, repairs, maintenance and related expenses resulting from any violation of this Paragraph 5. Customer acknowledges and represents that it (including any employees and third-party agents who interact with Ryder under this Agreement on Customer's behalf) has been, is, and shall remain in compliance with U.S. export controls and sanctions laws and regulations and all designations made under these laws and regulations. To the extent that Customer is subject to an enforcement action or designation under any such export control or sanctions law, Customer will notify Ryder within ten business days following the date of the government's notice to the Customer of such action.

B. **Driver Removal.** If a driver operates a Vehicle in violation of this Agreement, upon written notice from Ryder, you will immediately remove that driver as an operator of any Vehicle. If you fail to do so or are prevented from doing so by contract, then you agree to reimburse Ryder for any damage to any Vehicle that occurs while being driven by that driver, even if Ryder would otherwise be responsible for payment of Physical Damage, and to defend, release, indemnify, and hold Ryder harmless for all resulting Damages and Defense Costs.

6. CHARGES AND PAYMENT.

A. **Payment Terms.** You will pay Ryder the full amount of its invoices within 10 days of the invoice date without deduction, setoff, recoupment or counterclaim. Each invoice will be conclusively deemed correct, unless you notify Ryder in writing of any error within 90 days of the invoice date.

B. **Intentionally Omitted.**

C. **Determination of Mileage and Refrigeration Charges.** Ryder will determine mileages for powered Vehicles from odometer readings, mileage for trailers from hubodometer readings, and hours of operation of all refrigeration, yard tractor, or other engine hour applicable units from hour meter(s). If the odometer, hubodometer, or hour meter fails to function, you agree to immediately report that failure to Ryder. Ryder will determine mileage or the hours of operation for the period in which the failure existed from (1) your trip records or (2) the average amount of fuel consumed and the miles per gallon shown in Ryder's records for the previous 30 days. If in any month you fail to provide Ryder with complete mileage or meter readings, then on the invoice for that month, Ryder will charge you for 1/12th of the Estimated Annual Mileage or Hours (which estimate may be adjusted on future invoices based on actual mileages).

D. **Invoicing Frequency.** "Monthly" Invoicing Frequency: Notwithstanding anything in the Vehicle Lease to the contrary, at your request, Ryder will invoice you for charges under this Agreement monthly.

7. FINANCIAL REQUIREMENTS AND CONFIDENTIALITY.

A. **Financial Statements.** You agree to provide Ryder with fully disclosed, year-end financial statements for the most recent two years, including all major statements and footnotes and other financial information as Ryder may request from time to time.

B. **Confidentiality.** The parties agree that the terms and conditions of this Agreement, as well as any financial information that you provide to Ryder pursuant to Paragraph 7A, are confidential and neither party shall disclose them to any third party (other than such party's attorneys, accountants or financing partners) unless required by law.

8. CPI.

Twice each year, on January 1st and July 1st Ryder may adjust your charges on each Vehicle to reflect changes in Ryder's costs. These adjustments will be computed based on the percentage change in the Revised Consumer Price Index: Urban Wage Earners and Clerical Workers (1967 base period) published by the U.S. Bureau of Labor Statistics (or any successor index designated by Ryder) ("CPI") from the base index listed on Schedule A (the "Base Index"). Ryder will round this percentage change to the nearest one-tenth of one percent and will then adjust your charges by an amount equal to this rounded percentage change in CPI multiplied by the portion of the charges listed below:

- *75 % of the Fixed Charge Per Month (or Week) and 100 % of the Mileage Rate Per Mile
- *100 % of the Refrigerated Maintenance Rate Per Hour (for refrigeration equipment)

Adjustments will be based on the original charges listed on Schedule A and the most recent CPI index figures at the time of adjustment.

9. LIABILITY INSURANCE.

A. **Liability Insurance.** The party designated on Schedule A (the "Insuring Party") agrees to furnish and maintain, at its sole cost, a policy of automobile liability insurance with limits specified on each Schedule A for death, bodily injury and property damage, covering both you and Ryder as insureds for the ownership, maintenance, use, and operation of each Vehicle ("Liability Insurance"). If you are the Insuring Party, the terms of the policy and the insurer must be acceptable to Ryder. The Liability Insurance must provide that its coverage is primary and not additional or excess coverage over insurance otherwise available to either party, must be equal in scope in all respects to the insurance coverage provided to you, and must include any and all statutory requirements of insurance imposed upon you and/or Ryder. In addition, the Liability Insurance must provide that it cannot be cancelled or materially altered without 30 days prior written notice to you and Ryder. The Insuring Party agrees to designate the other party as an additional insured on the Liability Insurance and to provide the other party with insurance certificates evidencing the required coverage. Your certificate of insurance must include by special endorsement or otherwise, Ryder as an additional insured for all vehicles leased, rented, substituted or supplied to you by Ryder.

B. **Where Ryder Provides Insurance Coverage** If Ryder is the Insuring Party, then this Agreement is subject to all of the terms and conditions of the Liability Insurance, which will exclude uninsured or underinsured motorist coverage, personal injury protection coverage, medical payment coverage, and/or supplementary no fault coverage. If any of these coverages cannot be rejected, waived, or excluded under the law of any applicable state, or if rejection, waiver, or exclusion is otherwise unenforceable, the coverage will only be provided to the extent and with the minimum limits required by the laws of that state. Upon 30 days notice, Ryder may review and adjust its rates for Liability Insurance or terminate the Liability Insurance. In the event Ryder terminates the Liability Insurance, you will furnish and maintain Liability Insurance in accordance with Paragraph 9A.

C. **Ryder Filing Evidence of Liability Insurance Extended by Ryder.** When Ryder is the Insuring Party, Ryder will, at your request and where required and legal, file evidence of the Liability Insurance and will provide certificates evidencing the Liability Insurance. When Ryder is the Insuring Party, you shall defend, release, indemnify and hold Ryder harmless for all Damages and Defense Costs arising out of or related to payment of losses by Ryder or Ryder's insurer based on any such filing made or certificates issued by Ryder or its insurer, including, but not limited to, those filings and certificates related to "hired" coverage, where the loss would not have otherwise been paid except for such filing or certificate, including any losses relating to or arising from a Vehicle for which Liability Insurance has not been extended by Ryder under the terms of the Schedule A.

10. INDEMNIFICATION.

A. **Indemnification for Damages and Defense Costs:** You agree to defend, release, indemnify and hold Ryder harmless for all Damages and Defense Costs: (1) in excess of or not covered by Liability Insurance (whether provided by you or Ryder) arising out of or related to the ownership, maintenance, use or operation of each Vehicle; (2) arising out of or related to death or injury to you, your drivers, employees, and agents caused by or related to the ownership, maintenance, use or operation of each Vehicle; (3) arising out of or related to your violation of this Agreement; or (4) arising out of your failure to procure and maintain Liability Insurance (where you are the Insuring Party).

B. **Indemnification for Transportation of Hazardous Material.** Notwithstanding anything in this Agreement to the contrary and even if Ryder is designated on Schedule A as responsible for providing Liability Insurance, if you use any Vehicle to transport Hazardous Materials in violation of this Agreement, then you agree to defend, release, indemnify and hold Ryder harmless from and against all Damages and Defense Costs, arising out of or related to that transportation, regardless of cause, including, but not limited to your negligence, Ryder's

negligence, any other failure on your part, or any failure on Ryder's part.

C. **Reimbursement for Clean-up Costs Associated with Fuel Spills.** If you are the Insuring Party and Ryder responds to any incident or accident which has resulted in an environmental spill or release from a Vehicle's fuel tank(s) or engine, you will pay for and/or reimburse Ryder for all costs and expenses incurred by Ryder, including but not limited to, the cost of emergency response contractors, environmental clean-up and disposal costs, fines and penalties.

11. PHYSICAL DAMAGE.

A. **Payment of Physical Damage.** The party designated on Schedule A (the "Responsible Party") will pay for all loss, theft or damage ("Physical Damage") to any Vehicle.

(1) **When Ryder is Responsible.** Ryder will pay for Physical Damage in excess of the deductible amount specified on Schedule A, except where the loss or damage results from (i) a violation of Paragraph 5; (ii) any willful damage to a Vehicle including, but not limited to, damage arising out of or in connection with any labor dispute that you are involved in; or (iii) theft by one of your agents or employees. Upon 30 days notice, Ryder may review and adjust its rates for Physical Damage or terminate Physical Damage coverage. If Ryder terminates Physical Damage coverage, you agree to be responsible for Physical Damage under the terms of Paragraph 11A(2).

(2) **When You are Responsible.** You agree to pay for all Physical Damage to any Vehicle, Substitute Vehicle or rental vehicle, including related expenses, even if the Physical Damage results from Ryder's negligence or occurs on Ryder's premises. If any Vehicle is lost, stolen, or damaged beyond economic repair, then you agree to pay Ryder its purchase price as determined by Paragraph 13C. If any Physical Damage repairs are performed by Ryder, Ryder will charge you at retail sales and service rates (including overtime). Any Physical Damage repair work performed by an unapproved repair shop is subject to Ryder's approval and Ryder may rework any unsatisfactory repair at your expense. You agree to furnish Ryder with evidence of Physical Damage insurance coverage reasonably acceptable to Ryder naming Ryder as a named insured or endorsed as a loss payee.

B. **Vehicle Loss, Theft or Destruction.** If a Vehicle is lost, stolen or in an accident, you agree to immediately notify Ryder and cause your driver to make a report to Ryder as soon as practicable. If a Vehicle is involved in a collision or accident, Ryder will decide within 30 days of being notified whether that Vehicle is damaged beyond economic repair. If a lost or stolen Vehicle is still missing 30 days after you notify Ryder, or if a Vehicle is damaged beyond economic repair, then the lease on that Vehicle will terminate once you have paid Ryder all amounts owed under this Paragraph 11 and any other outstanding charges. You agree to also provide Ryder with copies of any reports that you have provided to your insurer or any governmental agency and assist Ryder and the insurer in the investigation, defense, or prosecution of any claims or suits. Regardless of who is the Responsible Party, you will pay for the loss of tools, tarpaulins, accessories, spare tires, or other similar equipment furnished by Ryder.

11. **CARGO LOSS OR DAMAGE.** Ryder will not be liable for loss of or damage to any cargo, goods or property in, carried on, or towed by any Vehicle ("Cargo"), even if the loss or damage occurs on Ryder's premises or is caused by Ryder's negligence or any other failure on Ryder's part. You agree to defend, release, indemnify, and hold Ryder harmless for all Damages and Defense Costs arising out of or related to loss or damage to Cargo.

13. TERMINATION.

A. **Annual Termination Rights.** Either party may terminate the lease on any Vehicle on any annual anniversary of its Date of Delivery listed on Schedule A before its full lease term expires by giving the other party at least 60 days prior written notice. If Ryder terminates the lease on any Vehicle and you are not then in default, you will have the right, but not the obligation, to purchase that Vehicle on the date of termination, in accordance with Paragraph 13C, by giving Ryder at least 30 days prior notice. If you terminate the lease on any Vehicle, you will, at Ryder's option, purchase that Vehicle on its effective date of termination in accordance with Paragraph 13C.

B. **Expiration of Lease.** Upon expiration of its lease term (or upon termination if you are not required to purchase the Vehicle), you agree to return each Vehicle to Ryder at the Maintenance Facility in good and working order without Physical Damage. If a Vehicle has Physical Damage, charges will not abate while the Vehicle is being repaired. If you have made any structural alteration to a Vehicle, you agree, at Ryder's option, to restore that Vehicle to its original condition before you return it to Ryder. You will have no right or obligation to purchase a Vehicle when its full lease term expires. Upon expiration of the lease term or termination for any reason, unless you purchase the Vehicle, you agree to pay Ryder the cost to de-identify each vehicle.

C. **Vehicle Purchases.** If you are required or elect to purchase a Vehicle under this Agreement, the purchase price will be an amount equal to its Schedule A Value plus any sales or use taxes. On the purchase date, you will also pay Ryder any outstanding charges you owe. Your payment will be in cash or by certified cashier's check. Each Vehicle will be purchased "as is, where is" without any warranties, except that upon such purchase Ryder shall assign to you, to the extent permitted by the manufacturer, any manufacturer's warranty applicable to the purchased Vehicle. If you fail to purchase a Vehicle when required to do so, you will pay to Ryder the difference between the Vehicle's Schedule A Value and its wholesale value as of the date you were required to purchase the Vehicle.

14. BREACH OR DEFAULT.

A. Breach or Default.

(1) **Default Procedure.** If you breach this Agreement, then Ryder may send you a notice of default. You will have 7 days from the date that Ryder sends you the notice to cure the default. If you fail to cure a default as required by this Paragraph 14A, then Ryder may, at its option, without prejudice to Ryder's other remedies under this Agreement, at law or in equity: (i) immediately repossess any or all Vehicles, Substitute Vehicles and rental vehicles wherever they may be located, without further demand or notice (unless required by law in the relevant jurisdiction); and/or (ii) terminate the Agreement as to any or all of the Vehicles and, at Ryder's option, require you to purchase any and/or all terminated Vehicles within 10 days in accordance with Paragraph 13C. Repossession of the Vehicles will not automatically terminate the Agreement. You shall be liable for all charges that accrue during the period that Ryder retains the Vehicles.

(2) **Default under Other Agreements.** If you breach any other agreement between you and Ryder, including but not limited to any rental and/or maintenance agreements, then you will be in default of this Agreement. If you breach this Agreement, you will be in default of any other agreement between you and Ryder.

B. **Bankruptcy.** It shall be a default under this Agreement if you become insolvent, file a voluntary petition in bankruptcy, make an assignment for the benefit of creditors, are adjudicated bankrupt, permit a receiver to be appointed for your business, or permit or suffer a material disposition of your assets.

15. MISCELLANEOUS PROVISIONS.

A. Assignment of Lease. This Agreement will be binding on both parties, and our respective successors, legal representatives, and permitted assigns. **YOU DO NOT HAVE THE RIGHT TO SUBLEASE ANY VEHICLE, NOR THE RIGHT TO ASSIGN THIS AGREEMENT OR ANY INTEREST HEREUNDER WITHOUT RYDER'S PRIOR WRITTEN CONSENT. ANY ATTEMPT TO DO SO WILL BE VOIDABLE AT RYDER'S OPTION.** Unless Ryder expressly releases you from your obligations in writing, you will remain liable for all of your and the assignee's obligations under this Agreement including, but not limited to, liability claims, Physical Damage and associated Damages and Defense Costs. Ryder may assign all or part of its interest in this Agreement and any Vehicle without notice to you or your consent.

B. Change of Ownership/Sale of Assets. If you change ownership or dispose of a substantial amount of your assets, you will notify Ryder in writing. You shall give Ryder at least 30 days prior written notice of (a) any change of your name, address or state of organization from that set forth above or (b) any proposed merger, consolidation or sale of all or substantially all of your assets or transfer of a majority interest of your ownership interests or control from the persons(s) or entity(ies) holding such interests or control as of the date hereof.

C. Force Majeure. Neither party will be liable to the other if it is prevented from performing under this Agreement by any present or future cause beyond its control. These causes include, but are not limited to, Acts of God, national emergencies, wars, acts of terrorism, riots, fires, labor disputes, federal, state, or local laws, rules or regulations, shortages (local or national), or fuel allocation programs, provided that no Force Majeure event shall affect any of your payment obligations hereunder.

D. Limitation of Liability. Ryder's liability to you for any breach of this Agreement shall be limited to the actual value of the services that Ryder fails to provide. **NOTWITHSTANDING THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR PUNITIVE DAMAGES.**

E. Notices. Any notice, demand, consent or request for consent under this Agreement must be written and sent to you or Ryder at the address specified at the beginning of this Agreement (or any new address of which notice is given). Notices shall be given by certified mail (with a return receipt), overnight delivery service, facsimile transmission (if a written record of either a machine generated or verbal telephonic confirmation is obtained), or hand-delivery. Notices will be effective when sent, unless otherwise specified in this Agreement.

F. Savings Clause. If a court rules that any provision of this Agreement is illegal, invalid, or unenforceable, all other provisions will remain binding, effective, and fully enforceable.

G. Waiver. Delay or failure to exercise, or partial exercise of any right under this Agreement will not operate to waive that or any other right hereunder. By failing to declare or act on a default, a party does not waive that default. Either party may act on any default at any time. **BOTH PARTIES WAIVE ANY RIGHT TO A TRIAL BY A JURY IN ANY LAWSUIT RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.**

H. Cumulative Remedies. All remedies in this Agreement are cumulative and non-exclusive. Each party may exercise any remedy without affecting its right to exercise any other remedy and without impacting its right to bring suit for breach or to pursue other remedies at law or in equity.

I. Content and Modification of Agreement. Neither party will be bound by this Agreement until its duly authorized representative signs it. This Agreement is the entire agreement and understanding between the parties concerning its subject matter. All previous written or oral agreements and representations regarding the subject matter of this Agreement will be null and void. The Agreement can be modified only by a written amendment signed by a duly authorized representative of the party against which enforcement is sought. Any attempt to modify orally or through course of performance shall be void.

J. Disclaimer of Warranties. **RYDER MAKES NO EXPRESS OR IMPLIED WARRANTY REGARDING ANY VEHICLE, CHARGES, OR ANY OTHER MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY THAT A VEHICLE IS MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE OR SPECIAL PURPOSE.**

K. Survivability. All of the defense, release, indemnification, and hold harmless provisions of this Agreement shall survive its termination (for any reason) or expiration.

L. Governing Law and Jurisdiction. This Agreement shall be subject to, construed and interpreted under the laws of the State of Florida without regard to its conflicts of laws provisions. The parties agree that the exclusive venue for any action relating to this Agreement shall be in a court of competent jurisdiction in Miami-Dade County, Florida.

M. Attorneys' Fees. If either party initiates litigation to enforce its rights under this Agreement, the prevailing party in such litigation will also be entitled to receive from the other party its reasonable attorneys' fees (pre-trial, trial and appellate) and costs (including those paid to a collection agency).

N. Third Party Invoices. If Ryder engages a third party to perform repairs, maintenance or road service not covered by the fixed and variable charges (e.g. driver abuse, Physical Damage), you agree to pay the third party's charges plus a reasonable mark-up to cover Ryder's related administrative expenses.

O. Validity. A copy, scan or electronic signature of this Agreement or any Schedule A is sufficient and binding in the same manner and for the same purposes as the originally signed version. Neither party may deny the legal effect, validity, or enforceability of this Agreement solely because it is in electronic form and any arguments to this effect are expressly waived. This Agreement shall be admissible in any proceeding as a copy or scan, or with electronic or digital signatures, as if it contained original handwritten signatures.

16. DEFINED TERMS.

A. Damages: All damages, claims, suits, causes of action, penalties, fees, costs, expenses and liabilities for death or injury to persons and loss or damage to property, including, but not limited to, damage to the environment and all environmental clean-up costs.

B. Defense Costs: All attorneys' fees, experts' fees, and court costs at trial and on appeal.

C. Hazardous Material: Any cargo, property, or hazardous material in a quantity which requires placarding by the United States Department of Transportation, and any medical, bio-hazardous, or radioactive waste.

D. Schedule A Value: A Vehicle's Original Value specified on its Schedule A, less the total accrued depreciation at the rate specified on Schedule A, plus all unexpired licenses, applicable taxes (including personal property taxes and Federal Heavy Vehicle Use Taxes), prepaid interest and other expenses previously incurred by Ryder relating to the Vehicle, prorated to the date of sale or computation.

**RYDER TRUCK RENTAL, INC., d/b/a
RYDER TRANSPORTATION SERVICES**

(Ryder)

By: 

Name: Brian Kerr

Title: Director of Sales

Date: 3/07/17

Load 1 Trucking LLC

(Customer/You)

By: 

Name: Walid Elgaza

Title: President

Date: 3/6/17

EXHIBIT C

ALVERSON TAYLOR & SANDERS
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6 Attorneys for Defendant
Ryder Truck Rental, Inc.
7

8 DISTRICT COURT

9 CLARK COUNTY, NEVADA

10 NICOLE LIMON,	CASE NO: A-19-794326-C
11 Plaintiff,	DEPT. NO: 27
12 v.	
13 TONY STEPHENS, individually;	
RYDER TRUCK RENTAL, INC.;	
14 LOAD 1 TRUCKING LLC;	
DOES I-X; and ROE CORPORATIONS	
15 I-X, inclusive,	
16 Defendants.	

17
18 **DEFENDANT LOAD 1 TRUCKING LLC'S ANSWERS TO PLAINTIFF'S**
19 **INTERROGATORIES**

20 TO: NICOLE LIMON, Plaintiff; and
21 TO: JOSHUA L. BENSON, ESQ., her attorney
22 COMES NOW Defendant, LOAD 1 TRUCKING LLC (hereinafter "Load 1"), by and
23 through its counsel of record, the law firm of ALVERSON TAYLOR & SANDERS pursuant to
24 NRCP Rule 33, answers Plaintiff's Interrogatories as follows.

PRELIMINARY STATEMENT

These responses are made solely for the purpose of, and in relation to, this action. Each response is given subject to all appropriate objections including but not limited to objections as to confidence, relevance, materiality, propriety, and admissibility, which would require the exclusion of any statement contained herein or document produced herewith if the request were asked of or document referenced or presented/attempted to be presented by a witness present and testifying in Court. All such objections and grounds therefore are reserved and may be interposed at the time of trial.

In addition, Defendant has not fully completed discovery and preparation for arbitration and/or trial. The following responses are given without prejudice to Defendant's right to produce evidence of any discovered fact or facts which Defendant may later obtain or recall. Defendant accordingly reserves the right to change any and all responses herein as additional facts are ascertained, analysis and contentions are made, and legal research is completed.

The responses contained herein are made in a good faith effort to supply as much factual information and as much specification of legal contention as is presently known and not subject to privilege, work product, and/or trade secret doctrine, but should in no way be to the prejudice of Defendant in relation to further discovery, research, or analysis, or contentions based thereupon, and in no way waive Defendant's rights and remedies under the Nevada Rules of Civil Procedure.

GENERAL OBJECTIONS

1. Defendant objects to each and every Interrogatory, including each and every definition and instruction thereto, to the extent that the Interrogatory attempts or purports to impose requirements or obligations beyond those imposed by the Nevada Rules of Civil Procedure.

2. Defendant objects to each and every Interrogatory to the extent that the information requested is protected by the Attorney-Client and/or Attorney Work Product Privileges.

3. In making these responses, Defendant is not waiving: (a) the right to object on the grounds of privilege, materiality, hearsay or any other proper ground, to the use of any information provided in these responses in any subsequent proceeding in this action or any other action; and (b) the right to object on any and all grounds to any other discovery procedures involving or relating to the subject matter of this discovery.

4. For the sake of brevity, the above objections are incorporated into Defendant's Answers to Plaintiff's Interrogatories.

ANSWERS

INTERROGATORY NO. 1:

Does Defendant dispute that the Driver, TONY STEPHENS (hereinafter "the Driver"), was an employee of Defendant LOAD 1 TRUCKING LLC at the time of the subject motor vehicle crash? If so, state all facts upon which you base your answer that the Driver was not an employee of Defendant LOAD 1 TRUCKING LLC.

ANSWER TO INTERROGATORY NO. 1:

Load 1 does not dispute that Defendant Tony Stephens was an employee of Load 1 Trucking LLC at the time of the subject incident.

INTERROGATORY NO. 2:

Does Defendant LOAD 1 TRUCKING LLC dispute that the Driver was in the course and scope of employment at the time of the subject motor vehicle crash? If so, state all facts that you base your answer that the Driver was not in the course and scope of his or her employment at the time of the crash.

1 **ANSWER TO INTERROGATORY NO. 2:**

2 Load 1 does not dispute that Defendant Tony Stephens was in the course and scope of his
3 employment with Load 1 at the time of the subject incident.

4 **INTERROGATORY NO. 3:**

5 Describe in detail your understanding of how the subject motor vehicle crash occurred.

6 **ANSWER TO INTERROGATORY NO. 3:**

7 Upon information and belief, Plaintiff Nicole Limon drove the front of her vehicle into
8 the right rear of the trailer attached to Defendant Tony Stephens' tractor at highway speed.
9 Defendant Load 1 reserves the right to supplement this Answer as discovery is ongoing.

10 **INTERROGATORY NO. 4:**

11 State what hiring policies and procedures of company drivers, if any, were implemented
12 and utilized during the time that the Driver was hired by LOAD 1 TRUCKING LLC. If these
13 policies and procedures have changed in any way since the hiring of the Driver, please explain
14 these changes as well.

15 **ANSWER TO INTERROGATORY NO. 4:**

16 Objection. Interrogatory No. 4 is compound and is vague and ambiguous as to "hiring
17 policies and procedures." Subject to and without waiving said objections, drivers were generally
18 required to complete an employment application, identifying prior employers. Load 1 Trucking
19 also required drivers to submit to a pre-employment drug screen. Defendant Load 1 reserves the
20 right to supplement this Answer as discovery continues.

21 **INTERROGATORY NO. 5:**

22 List all procedures to be followed by LOAD 1 TRUCKING LLC employees following an
23 automobile crash that occurs when the employee is in the course and scope of employment.

24 . . .

ANSWER TO INTERROGATORY NO. 5:

Assuming this Interrogatory refers to automobile accidents involving Load 1 Trucking LLC drivers, Defendant Load 1 required its drivers to submit to a drug and alcohol screening as set forth within 49 CFR Part 40.

INTERROGATORY NO. 6:

List the names and job titles of all company employees who investigated the subject crash, had knowledge of the subject crash, or spoke to the Driver regarding the subject crash, along with the results of any investigations.

ANSWER TO INTERROGATORY NO. 6:

Objection. Interrogatory No. 6 is compound as it comprises two separate and distinct requests. Subject to and without waiving said objection, Defendant Load 1 Trucking LLC is no longer operational and has no information, documents, or records identifying employees who may have "investigated" the incident or who spoke to Mr. Stephens following the incident.

INTERROGATORY NO. 7:

State whether the Driver was involved in any previous crashes in the course and scope of employment for LOAD 1 TRUCKING LLC. If your answer is in the affirmative, specify the date, location, parties, description of the crash, and ultimate resolution of that crash.

ANSWER TO INTERROGATORY NO. 7:

None.

INTERROGATORY NO. 8:

If Defendant LOAD 1 TRUCKING LLC conducted any type of post-crash investigation related to this crash, describe in detail the investigation and all results of that investigation, to include the names of any and all documents generated as a result of the crash.

...

1 **ANSWER TO INTERROGATORY NO. 8:**

2 Defendant Load 1 Trucking LLC is no longer operational and no documents or records
3 exist regarding a post-accident “investigation,” if any.

4 **INTERROGATORY NO. 9:**

5 For each policy of insurance that provides coverage to Defendant LOAD 1 TRUCKING
6 LLC for its potential liability to Plaintiff in this case, state the name of the insurance company,
7 the amount of liability coverage, the policy number, the effective dates of coverage, and the
8 name of the insured. Alternatively, if Defendant LOAD 1 TRUCKING LLC is self-insured,
9 provide this information.

10 **ANSWER TO INTERROGATORY NO. 9:**

11 See Exhibit A to Defendants’ Second Supplemental Early Case Conference Disclosures.

12 **INTERROGATORY NO. 10:**

13 State the full name, including any and all names used, his or her social security number,
14 his or her last known address and telephone number of the Driver of Defendant LOAD 1
15 TRUCKING LLC’s vehicle on July 19, 2017, which was involved in the incident that is the
16 subject of this Complaint.

17 **ANSWER TO INTERROGATORY NO. 10:**

18 Objection. Interrogatory No. 10 seeks irrelevant, private, and confidential information of
19 Defendant Tony Stephens. Defendant Tony Stephens can be contacted through counsel.

20 **INTERROGATORY NO. 11:**

21 Identify all steps Defendant LOAD 1 TRUCKING LLC took to verify the Driver was fit
22 for employment when hired.

23 **ANSWER TO INTERROGATORY NO. 11:**

24 Objection. Interrogatory No. 11 is vague and ambiguous as to “fit for employment.” This

1 Interrogatory is also overly broad and unduly burdensome as it is not limited in time. Subject to
2 and without waiving said objection, Load 1 Trucking LLC provided Defendant Stephens with
3 policies and procedures, required Mr. Stephens to submit to a pre-employment drug screen, and
4 reviewed Mr. Stephens' employment history.

5 **INTERROGATORY NO. 12:**

6 Identify all steps Defendant all steps Defendant LOAD 1 TRUCKING LLC took to
7 verify the Driver was fit to operate a vehicle at the time of the crash.

8 **ANSWER TO INTERROGATORY NO. 12:**

9 See Answer to Interrogatory No. 11.

10 **INTERROGATORY NO. 13:**

11 Are you aware of the existence of any maps, motion pictures, photographs, plats,
12 drawings, diagrams, measurements, or other written description of the crash, the scene of the
13 crash, or the area or persons involved? (This Interrogatory refers to any maps, diagrams, pictures,
14 etc., made either before, after, or at the time of the events in question.) If so, list for each such
15 item:

- 16 a. Its nature;
- 17 b. Its specific subject matter;
- 18 c. The date it was made or taken;
- 19 d. The name and address of the person making or taking it;
- 20 e. The name and address of the person at whose request such item was made or taken;
- 21 f. The present location of said item and any copies thereof.

22 **ANSWER TO INTERROGATORY NO. 13:**

23 Objection. Interrogatory No. 13 is overly broad and unduly burdensome as it potentially
24 seeks information protected by the attorney-client privilege and attorney work product doctrine.

1 This Interrogatory is also compound, as it seeks information regarding separate and distinct
2 topics. Subject to and without waiving said objections, see Traffic Accident Report, attached as
3 Exhibit A to Defendants' Early Case Conference Disclosure and Nevada Highway Patrol
4 Documents, attached as Exhibit F to Defendants' First Supplemental Early Case Conference
5 Disclosure. See also Plaintiff's Complaint, Joint Case Conference Report and supplements
6 thereto, and Petition for Exemption from Arbitration on file herein, Plaintiff's NRCP 16.1
7 Disclosures and supplements thereto, Plaintiff's Answers to Defendant's Interrogatories (Sept 5,
8 2019), and Plaintiff's Responses to Defendant's Requests for Production of Documents (Sept. 5,
9 2019). Defendant reserves the right to supplement this Answer as discovery is ongoing.

10 **INTERROGATORY NO. 14:**

11 Please describe, in detail, the damage sustained by the Defendant's vehicle as a direct
12 result of the crash, which is the subject of Plaintiff's Complaint on file herein.

13 **ANSWER TO INTERROGATORY NO. 14:**

14 Objection. Interrogatory No. 14 is vague and ambiguous as to "direct result" and calls for
15 a legal conclusion, which is outside the scope of personal knowledge of this answering
16 Defendant. Subject to and without waiving said objections, the subject trailer sustained two
17 blown tires on the right side of axle #1.

18 **INTERROGATORY NO. 15:**

19 Is the Driver still an employee of Defendant LOAD 1 TRUCKING LLC? If not, identify
20 the date of his separation of employment and the reason for that separation of employment.

21 **ANSWER TO INTERROGATORY NO. 15:**

22 Defendant Load 1 Trucking LLC is no longer operational.

23 **INTERROGATORY NO. 16:**

24 Was the Driver tested for drugs or alcohol following the crash? If so, identify the date of

1 the test, the time of the test, the items tested for, and the results. If not, identify why not.

2 **ANSWER TO INTERROGATORY NO. 16:**

3 Defendant Stephens submitted to a post-accident controlled substance test on July 25,
4 2017, approximately six days post-accident, which screened for the presence of amphetamines,
5 marijuana, phencyclidine, cocaine, and opiates. Results were positive for cocaine.

6 **INTERROGATORY NO. 17:**

7 If it is your contention that Plaintiff had a previous existing condition at the time of the
8 subject crash, state:

- 9 a. Each and every witness who you claim has factual knowledge of any previous
10 existing condition of Plaintiff;
- 11 b. Each and every document and/or medical record you had in your possession which
12 proves the Plaintiff suffers from a previous existing condition.

13 **ANSWER TO INTERROGATORY NO. 17:**

14 Objection. Interrogatory No. 17 calls for a legal conclusion and expert medical opinions
15 outside the personal knowledge of this answering Defendant.

16 **INTERROGATORY NO. 18:**

17 If your answer to any of the Requests for Admission served concurrently herewith is a
18 denial, please state the factual basis for such denial.

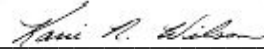
19 **ANSWER TO INTERROGATORY NO. 18:**

20 Objection. Interrogatory No. 18 is compound as it seeks information regarding Load 1's
21 Responses to three separate Requests for Admission. This Interrogatory is also premature as it
22 calls for contentions from Defendant when discovery has not been substantially completed. Facts
23 supporting Defendant Load 1's Responses to Plaintiff's Requests for Admission will be provided
24 within disclosed subpoenaed documents, deposition testimony, and Defendant's discovery

1 responses and disclosures. Defendant Load 1 reserves the right to supplement this Answer as
2 discovery continues.

3 Dated this 1st day of November, 2019.

4 ALVERSON TAYLOR & SANDERS

5 

6 J. BRUCE ALVERSON, ESQ.

Nevada Bar No. 1339

7 KARIE N. WILSON, ESQ.

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8 6605 Grand Montecito Pkwy, Ste. 200

Las Vegas, NV 89149

9 702-384-7000 Phone

702-385-7000 Fax

10 Attorneys for Defendant

Ryder Truck Rental, Inc.

1 **CERTIFICATE OF SERVICE**

2 The undersigned hereby certifies that on the 1st day of November, 2019, the forgoing
3 **DEFENDANT LOAD 1 TRUCKING LLC'S ANSWERS TO PLAINTIFF'S**
4 **INTERROGATORIES** was served on the following by Electronic Service to All parties on the
5 Odyssey Service List.

6 Joshua L. Benson, Esq.
7 josh@bensonallred.com
8 BENSON ALLRED
9 6250 N. Durango Drive
10 Las Vegas, NV 89148
11 702-820-0000 Phone
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13 Attorney for Plaintiff
14

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