

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
Dec 13, 2021 03:43 p.m.
Supreme Court No. 83480
Elizabeth A. Brown
District Court Case No. A-19-
Clerk of Supreme Court
794326-C

PETITIONER'S REPLY APPENDIX VOLUME 1 of 2

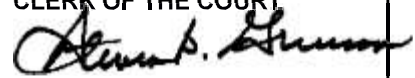
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Attorneys for Petitioner Ryder Truck Rental, Inc.

Petitioner's Reply Appendix Volume 1

<u>Exhibit #</u>	<u>Title of Document</u>	<u>Page Numbers</u>
Exhibit A	Defendants' Reply in support of its Motion for Summary Judgment– Filed July 28, 2021	1-28

EXHIBIT A



RIS
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Nevada Bar No. 1339
KARIE N. WILSON, ESQ.
Nevada Bar No. 7957
ALVERSON TAYLOR & SANDERS
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Attorneys for Defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

NICOLE LIMON,

Plaintiff,

v.

TONY STEPHENS, individually;
RYDER TRUCK RENTAL, INC.;
LOAD 1 TRUCKING LLC;
DOES I-X; and ROE CORPORATIONS
I-X, inclusive,

Defendants.

CASE NO: A-19-794326-C
DEPT. NO: 27

**DEFENDANTS' REPLY IN SUPPORT OF THEIR MOTION FOR PARTIAL
SUMMARY JUDGMENT AND RYDER TRUCK RENTAL'S MOTION FOR
SUMMARY JUDGMENT**

COME NOW Defendants TONY STEPHENS, RYDER TRUCK RENTAL, INC., and
LOAD 1 TRUCKING LLC, by and through their attorneys of record, ALVERSON TAYLOR &
SANDERS, and hereby file this Reply in support of Their Motion for Partial Summary Judgment
Ryder Truck Rental's Motion for Summary Judgment pursuant to NRCP 56.


...

...

1 This motion is made and based on the papers and pleadings on file herein, the following
2 points and authorities and affidavits submitted in support hereof, the exhibits attached hereto,
3 and any oral arguments that may be heard regarding this matter.

4 Dated this 28th day of July 2021.

ALVERSON TAYLOR & SANDERS

6 

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Attorneys for Defendants

12 **MEMORANDUM OF POINTS AND AUTHORITIES**

13 **I. STATEMENT OF RELEVANT FACTS**

14 This case arises from a motor vehicle accident which occurred on July 19, 2017, in Clark
15 County, Nevada. Defendant Tony Stephens, operating a rented Ryder 2016 Freightliner tractor
16 towing a box trailer, was traveling southbound on US Highway 95 approaching its intersection
17 with State Route 163. At that same time, Plaintiff Nicole Teresa Limon, operating a white 2017
18 Chevrolet Tahoe, was traveling northbound on US Highway 95 approaching SR 163. Ms.
19 Limon's vehicle collided with the right rear side of Mr. Stephens' trailer in tow as Mr. Stephens
20 was completing a left turn onto SR 163.

21 **II. LEGAL STANDARD FOR SUMMARY JUDGMENT**

22 Summary judgment in Nevada is governed by NRCP 56, which provides that summary
23 judgment "shall be rendered...if the pleadings, depositions, answers to interrogatories, and
24 admissions on file, together with the affidavits, if any, show that there is no genuine issue as to

any material fact and that the moving party is entitled to judgment as a matter of law.”
NRCp 56(c); *Wood v. Safeway*, 121 Nev. 724, 731 (2005). The Nevada Supreme Court further
stated:

While the pleadings and other proof must be construed in the light most favorable
to the nonmoving party, that party bears the burden to do “more than simply show
that there is some metaphysical doubt” as to the operative facts in order to avoid
summary judgment being entered in the moving party’s favor.

Id. at 732. “When a motion for summary judgment is made and supported as required by NRCp
56, the non-moving party may not rest upon general allegations and conclusions, but must, by
affidavit or otherwise, set forth specific facts demonstrating the existence of a genuine factual
issue.” *Pegasus v. Reno Newspaper, Inc.*, 118 Nev. 706, 713 (2002). “The non-moving party ‘is
not entitled to build a case on the gossamer threads of whimsy, speculation, and conjecture.’”
Wood, 121 Nev. at 732. “Summary judgment is proper when the plaintiff cannot recover as a
matter of law.” *Foster v. Costco Wholesale Corp.*, 291 P.3d 150, 153 (Nev. 2012). “To establish
entitlement to judgment as a matter of law, defendant need only negate one element of plaintiff’s
case.” *Harrington v. Syufy Enterprises, L.P.*, 113 Nev. 246, 248 (1997); *Foster*, 291 P.3d at 154.

As demonstrated below, Plaintiff has failed to produce admissible evidence to support her
claim or any independent negligence or wrongful conduct by Defendant Ryder that would
preclude the application of the Graves amendment. Summary Judgment is therefore proper as to
this specific claim as no genuine issues of fact remain for trial.

III. LEGAL ARGUMENT

A. Defendant Ryder Truck Rental is entitled to Summary Judgment under the Graves Amendment Because it did not Entrust the Vehicle to Defendant Tony Stephens

Plaintiff alleges that Defendant Ryder Truck Rentals was obligated under Nevada law
and contractual agreements to verify that Defendant Tony Stephens was fit to operate Ryder’s

1 vehicle. Neither duty is applicable to her claim against Ryder, nor do they circumvent the
2 Graves Amendment. While Load 1 Trucking contractually agreed to inform Ryder of any new
3 drivers and allow Ryder to conduct safety checks, the private contractual obligations between
4 Ryder and Load 1 Trucking are irrelevant to Plaintiff's claim. *See* The Truck Lease and Service
5 Agreement, attached hereto as Exhibit A. The Truck Lease and Service Agreement ("the lease")
6 did not impose a legal duty on Ryder to conduct safety checks. Any contractual duty allegedly
7 created by the lease is not enforceable by a third party, such as Plaintiff.

8 Ryder did not have a legal duty under NRS § 483.610 to inspect Mr. Stephens' driver's
9 license or perform any other safety check because it did not lease its vehicle to Mr. Stephens.
10 Ryder leased the truck to Load 1 Trucking, and Tony Stephens was not named on the lease. The
11 lease required Load 1 Trucking to allow only properly licensed drivers who were over age 18
12 and were subject to the exclusive direction and control of Load 1 Trucking to operate the vehicle.
13 *See* Exhibit A at §5(A). Load 1 Trucking was under contractual obligations to hire properly
14 licensed drivers and Ryder was not involved in the hiring process. Therefore, Load 1 Trucking
15 entrusted the vehicle to Mr. Stephens, not Ryder. It is undisputed that Load 1 Trucking
16 confirmed that Mr. Stephens had a valid commercial driver's license. Load 1 Trucking also
17 checked his driving record and performed a pre-employment drug screening. *See* Deposition of
18 Walid Elqaza 15:18–16:19, 17:10-13, attached hereto as Exhibit B and Driver's License and Pe-
19 Employment Drug Screening, attached hereto as Exhibit C. Ryder's alleged knowledge that
20 Tony Stephens was employed by Load 1 Trucking to operate Ryder's vehicle did not impose a
21 duty on Ryder to perform an additional safety check on Mr. Stephens. Moreover, there can be no
22 direct claim against Ryder for negligent entrustment because there was no direct relationship
23 between Ryder and Tony Stephens. Plaintiff's claim is merely an attempt to hold Ryder
24 vicariously liable for Load 1 Trucking's decision to entrust the vehicle to Mr. Stephens, which is

1 precluded by the Graves Amendment.

2 Even if Ryder had a duty to perform a safety check on Mr. Stephens, which Defendants
3 dispute, Plaintiff failed to produce any admissible evidence establishing that Mr. Stephens was
4 “incompetent, inexperienced, or reckless in the operation of motor vehicles,” as her Opposition
5 alleges. Plaintiff has not disputed that Mr. Stephens held a valid commercial driver’s license,
6 had a clean driving record at the time of employment, and passed his pre-employment drug test.
7 Plaintiff’s general allegation of negligent entrustment, without any factual basis, is not sufficient
8 to oppose a motion for summary judgment. Therefore, summary judgment is appropriate as no
9 genuine issue of material fact exists.

10
11 **B. Defendants are Entitled to Partial Summary Judgment regarding Plaintiff’s Future
Damages Because Plaintiff Agrees there is No Genuine Issue of Material Fact**

12 Plaintiff has agreed that she will not present damages calculations regarding the
13 economic cost of Plaintiff’s alleged need for future medical treatment. There is no genuine issue
14 of material fact, therefore, partial summary judgement is appropriate as to this issue.

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1 **IV. CONCLUSION**

2 Based on the foregoing, Defendants respectfully request that this Court grant summary
3 judgment as to Plaintiff's claims against Ryder Truck Rental, Inc. pursuant to the Graves
4 Amendment, grant partial summary judgment as to the cost of Plaintiff's future medical
5 treatment as to all Defendants, and grant any such other and further relief as the Court deems just
6 and proper.

7 Dated this 28th day of July, 2021.

8 ALVERSON TAYLOR & SANDERS

9 

10 J. BRUCE ALVERSON, ESQ.

Nevada Bar No. 1339

11 KARIE N. WILSON, ESQ.

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14 702-385-7000 Fax

Attorneys for Defendants

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 28th day of July, 2021, the forgoing
**DEFENDANTS' REPLY IN SUPPORT OF THEIR MOTION FOR PARTIAL
SUMMARY JUDGMENT AND RYDER TRUCK RENTAL'S MOTION FOR
SUMMARY JUDGMENT** was served on the following by Electronic Service to All parties on
the Odyssey Service List.

Joshua L. Benson, Esq.
josh@bensonallred.com
BENSON ALLRED
6250 N. Durango Drive
Las Vegas, NV 89149
702-820-0000 Phone
702-820-1111 Fax
Attorney for Plaintiff



Employee of ALVERSON TAYLOR & SANDERS

AFFIRMATION
Pursuant to N.R.S. 239B.030

The undersigned does hereby affirm that the preceding **DEFENDANTS' REPLY IN SUPPORT OF THEIR MOTION FOR PARTIAL SUMMARY JUDGMENT AND RYDER TRUCK RENTAL'S MOTION FOR SUMMARY JUDGMENT** filed in the District Court Case No. A-19-794326-C:

X Does not contain the social security number of any person.

-OR-

____ Contains the social security number of a person as required by:

A. A specific state or federal law, to wit:

[Insert specific law]

-or-

B. For the administration of a public program or for an application for a federal or state grant.

ALVERSON TAYLOR & SANDERS



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k:\z-client\26001\pleadings\reply msj.docx

July 28, 2021

Date

EXHIBIT A



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 *****
** H/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 DUE: 09/19/17 07:00
365 S LAYON AVE 173 D.O.B.: **/**/** OUT: 06/20/17 05:30
WALNUT, CA PAY #AAAAAAAN/K ST: CA EXP.: 01/03/20 ODOM OUT: 2 0 3 6 4 8
7142665096
CONTACT: ACCOUNTS PAYABLE

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

T/A Diesel Sleeper Daily Rental @ \$ 61.88/D =0
Monthly Rental @ \$ 2551.36/M =0
Mileage Rate @ \$ 0.0650/M =0
Sub-Total Rental =0
Ltd Damage Waiver @ \$ 14.00/D =0
@ \$ 98.00/M =0
Supp. Liab. Prot. @ \$ 25.00/D =0
@ \$ 175.00/M =0
** Special Rate: No Other Discount Apply ** TOTAL RENTAL CHARGES =0 @.00
Waste Dep.-Supplies \$.00 =0

* LIABILITY PROTECTION - It is agreed that the Liability Protection specified in Paragraph 8.4. of this Agreement is provided to Customer. Customer elects Supplemental Liability Protection which increases Liability Protection limits to PER YEAR. Insurance is primary - Read Para. 8)
* 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. 10) 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 lease complies 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 employees, or Customer's employer. All drivers 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 to 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 SPER YEAR of loss or damage to the Vehicle. (Read Para. 8 & 9)
* 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 particle regeneration required in accordance with manufacturer's requirements. When a light requiring regeneration required is illuminated.

Customer Signature

Vehicle and any 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!

REPLYAPP0010



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



***** UNCONFIRMED RESERVATION *****
** USB: 64 **
** ACTIVITY DATE : 06/30/17
** CUST REF #: 0763401906455
** VEHICLE NO: 654808

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

7142665096
CONTACT: ACCOUNTS PAYABLE
RTR SANTA FE SPRINGS
13630 FIRESTONE BLVD
Santa Fe Springs, CA
90670
562-921-7778

VEHICLE DESCRIPTION:	GUARANTEED RATES: *** WITHOUT FUEL ***	TOTAL AMT
I/A Diesel Sleeper	Daily Rental Days # 5 \$1.88/DA	\$ 0.00
	Monthly Rental Months # 5 \$2551.36/MT	\$ 0.00
	Mileage Rate 0 Miles # \$ 0.0650/MI	\$ 0.00
	Sub-Total Rental	\$ 0.00
	Ltd Damage Waiver Days # 3 \$14.00/DA	\$ 0.00
	Weeks # 5 \$98.00/WK	\$ 0.00
	Supp. Liab. Prot. Days # 3 \$25.00/DA	\$ 0.00
	Weeks # 5 \$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 10 days from the activity date above

Customer Signature

Truck rented and used subject to terms provided by Ryder Truck Rental

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!

REPLYAPP0011

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

Ryder Truck Rental, Inc. d/b/a Ryder Transportation Services ("Ryder") 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 mailings 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 mailings or solicitations, please write to: Ryder, P.O. Box 030816, Miami, Florida 33103-0816.

THE RENTHIRE COMPANY, Customer acknowledges that it has inspected the Vehicle and that any visible damage or defect has been noted on the Vehicle Damage Description and Self-Driving Test form or any other supplemental information attached (which are incorporated by reference into this 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. RENTHIRE MAKES NO EXPRESS OR IMPLIED WARRANTY OR GUARANTEE AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE VEHICLE, THE RENTHIRE, OR THE RENTHIRE DRIVER. THIS AGREEMENT IS MADE FOR THE PURPOSE, THE RENTHIRE SHALL NOT BE LIABLE TO CUSTOMER, OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

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 any load with a gross weight [empty weight of towing device plus weight of load on towing device] in excess of the maximum gross weight rating of the Vehicle; (c) to transport any hazardous materials; (d) the driver (and/or the other driver, and/or) the driver (and/or) the passenger, employee, employer, or business partner on a business rental unless Customer is at the start of the rental, and pays for [where applicable] the Additional Driver Option, in which event any properly licensed and qualified driver may use the Vehicle; (e) for more than 12 consecutive months; (f) for more than 18 YEARS of AGE OR OLDER, AND HAVE CUSTOMER'S PRIOR EXPIRED WRITING OR VERBAL PERMISSION TO DRIVE THE VEHICLE; (g) off an approved 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; (h) to transport any load in excess of the weight rating of the Vehicle; (i) to transport any passenger or animals in the cargo area of the Vehicle; (j) to transport any passenger or animals in the side of the vehicle, except as required in the normal and ordinary course of business; (k) to transport persons for hire or for the illegal transportation of any intoxicating liquor, narcotic, controlled substance, or other contraband; (l) to load and use the Vehicle in excess of the weight rating of the Vehicle; (m) to load and use the Vehicle plus the weight of load) shown on the Buyer's Vehicle or on the other side of the Agreement, not with any load normally parked or stored; (n) in any area of strike, labor or civil disruption or violence, or NATURAL DISASTER; (o) in or taken into Mexico or anywhere else outside of the United States ("U.S.") or Canada, nor (p) TO STOM, OR TO BE USED FOR ANY PURPOSES (INCLUDING, WITHOUT LIMITATION, CORROSIVE, INFLAMMABLE, POISONOUS, FLAMMABLE, EXPLOSIVE, OR RADIOACTIVE SUBSTANCES AND MEDICAL WASTE); AS OFFERED IN ANY [ANY COUNTRY] acknowledges and represents that it (including any employees, and their family agents who interest with Buyer) understands and agrees to be bound by all applicable laws, regulations, and 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 Buyer within ten business days following the date of the government's notice of the Customer's violation or action.

CHARGES: Customer may not pay full charges due Rydell on demand in U.S. currency as by Rydell assigned credit card or by other form of payment acceptable to Rydell. Any Customer deposit will be applied to, and guarantee, Customer's complete performance of its obligations under this Agreement. Rydell may charge any amounts due Rydell against any credit card used in connection with the rental. Customer will be charged a fee for any check used for payment or charges that is returned to Rydell unpaid for any reason whatsoever. Customer will pay the full charge for each full or partial rental day. The Daily Rental Rate is in Flat Rate, if any, set forth on the other side of this Agreement is the minimum charge and may be charged for a rental period of less than 24 hours, if Customer requests a shorter rental period. Customer's responsibility for any loss or damage to the vehicle (or other vehicle) is limited to the amount of the rental charge or otherwise, Rydell may accept the amount in writing, which shall settle Customer's of any placement of charges.

8. **LEASED 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, with or without notice, without further notice to Customer, sell such property to satisfy these charges and all costs associated with this sale (consistent with applicable law).

5. LIABILITY PROTECTION

11. **LYDIA LIABILITY PROTECTION.** Unless (a) 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, Old Republic Insurance Company No. T-15273 or any successor of said policy (the "Lydia Policy") shall provide the following non-transferable liability insurance policy. Old Republic Insurance Company No. T-15273 and/or any successor of replacement policy (hereinafter "Lydia 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 as indicated on the other side and the other side of the Agreement is so endorsed, Old Republic Insurance Company No. T-15273 or any successor of said policy (the "Lydia Policy") shall provide the following non-transferable liability protection. In the event of a claim below

[illegible]

(c) at the start of the rental. Customer acknowledges higher levels of liability protection than those [where available] which provides higher levels of liability protection than those indicated in Paragraph SA, above, and the other side of the Agreement was so intended; this coverage will be provided by the Rental Company as described below:

(i) Coverage shall include the following items, and shall extend to the Rental Company's fleet vehicles, whether or not shown thereon. In each event, all coverage and benefits shall be fully and entirely extended under a separate and different automobile liability insurance policy, Old Republic Insurance Company Policy No. 15377-76, or any successor or replacement policy thereafter.

(ii) Coverage shall include the following items, and shall extend under the Liability Protection Plan or any other plan with higher limits, if elected, [OPTIONAL]: AVAILABLE ONLY TO COMMERCIAL CUSTOMERS AND NOT AVAILABLE AT ANY RENTER LOCATION(s). And the other side of this Agreement it is understood that Customer may be responsible for the cost of such optional coverage, and that Customer shall be responsible for the payment of such costs, if those options will have the early right to conduct accident investigations and administer claim handling and settlements, and in such event Customer will adhere to and accept Rydco and Rydco's Insurance Company's terms, conditions, coverages, exclusions, deductibles, co-payments, holdovers and Rydco's Insurance Company's terms and conditions, and against any and all expenses (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 NEGLIGENCE OR WILLFUL MISFEASANCE OF THE DRIVER) THAT IS NOT DESCRIBED IN PARAGRAPH SA, [if selected from coverage under the Liability Protection Plan or any other liability plan with higher limits, if elected, and/or] (iii) no otherwise covered under the Liability Protection Plan or any other liability

The Liability Protection Plan or other liability plan with higher limits, if selected, does NOT apply; (ii) if the Vehicle is claimed, used or converted in violation of any provision of this Agreement; (iii) to loss or damage to the Vehicle, whether or not caused by Customer, in the Vehicle, or for any to the Customer's car.

RntT&C (v010317)

kindly or control. (u) 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, (v) To any time delay, car rental or trailer if not rented from Ryder or if not attached to a Ryder Vehicle, and/or (v) for purchase, exemplary, incidental or consequential damages, fines or penalties.

Customer waiver and is not provided with uninsured or underinsured motorist coverage, personal injury protection coverages, medical payment coverage, and/or supplementary no fault coverage. If any such coverage cannot be waived or excluded under the law of the state/province in which the accident occurs, if such waiver or exclusion is otherwise unenforceable, 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.

under the terms of the Liability Insurance policy. If Customer elects to provide liability insurance and the Agreement is to be 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 policy, including but not limited to the following: (1) coverage for liability arising out of loss of 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 arising from any one accident or any higher limits available; (2) coverage for liability arising out of the ownership, maintenance, use, or operation of the Vehicle, including the coverage 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 expenses (including but not limited to defense costs, settlement costs, and judgments) for claims, damages, and/or liability arising out of the ownership, maintenance, use, or operation of the Vehicle (EVEN IF OUR 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 by Customer's liability insurance, or (iii) not covered by the Vehicle's (i) customer liability insurance, or (ii) applicable law/province or law requires the (i) insurance carrier to extend liability insurance coverage, then notwithstanding Customer's election to provide such liability insurance, such coverage extended by Ryder at its expense; (3) coverage for damage to the Vehicle, including but not limited to theft, vandalism, and fire, and (4) coverage for damage to the Vehicle by the Customer or any other insurance carrier. Customer acknowledges that any insurance carrier (other than Ryder's insurance carrier) furnished, Customer acknowledges that the rental rate given by Ryder is based on the assumption that the Customer will obtain the complete coverage and full indemnification of Ryder. If Customer fails to obtain or maintain liability insurance in accordance with the Paragraph 5B, then upon written notice, Ryder may immediately extend liability insurance (the Liability Insurance Plan) in accordance with Paragraph 5A and charge Customer the applicable rate.

C. TRUCK (LEASE AND SERVICE AGREEMENT): If Customer is also a lessee pursuant to a Ryder Truck Lease and Service Agreement ("TLSA") and such TLSA requires 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 this Agreement and the terms of the TLSA with respect to liability insurance will supersede and control over any contrary term in the Agreement in all other respects. The terms and conditions of the Agreement shall apply. Customer must furnish Ryder with proof of liability insurance before Ryder will deliver the Vehicle to Customer.

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) arising from the use of the vehicle. If Customer elects to purchase PDW or LDW, Customer 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 the Agreement if (a) Customer accepts and pays the charge for PDW or LDW before available, and (b) CUSTOMER IS NOT IN VIOLATION of ANY PROVISION OF THIS AGREEMENT. Furthermore under no circumstances shall the rental company be liable for damage to or loss of 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 proof with evidence of Physical Damage Insurance covering the Vehicle for loss or damage without deductible or co-payment for the full term of the rental. If Customer does not have such insurance, or if the Vehicle is to be rented by a Driver's License Office and will primarily (within 24 hours) complete a Ryder Accident Report form and provide liability with a stated minimum of all cargo then use the Vehicle, if Customer fails to procure or maintain Physical Damage Insurance in accordance with the above, then the rental company shall be liable for damage to or loss of the vehicle in accordance with the Paragraph and charge Customer for such services.

7. CLASS DAMAGE PROTECTION: Unless Customer elects at the start of the rental, Class Damage Waiver ("CDW") or LDW on the Agreement, Customer is totally responsible for all loss and/or damage to the windshield and windows of the Vehicle(s) collectively referred to as the "Vehicle(s)". If Customer elects to purchase CDW or LDW, Customer agrees to waive Customer's liability for damage to the Glass to the extent set forth on the Agreement if (a) Customer accepts and pays the charge for the CDW, the PDW, or the LDW and (b) CUSTOMER IS NOT IN VIOLATION OF THE AGREEMENT. Notwithstanding the election of CDW, PDW, or LDW, Customer shall remain responsible for damage to the Glass of the Vehicle(s) under any provision of the Agreement. CDW IS NOT INSURANCE AND IS OPTIONAL. Regardless of the selection by Customer related to CDW, any damage to windshield Glass for any other class in the 3 rates designated below is covered, without deductible, on the rent paid for Ryder's extension of PDW or LDW. This coverage is not available in the states of Alaska, Massachusetts, Nevada, Utah, and South Carolina. (See Page 2)

8. DAMAGE RESPONSIBILITY: When Customer is responsible for loss or damage to the Vehicle under the Agreement, including responsibility for a deductible under Paragraph 3 or 6, Customer will have the option of either (i) paying Ryder for the estimated costs of repairs for loss or damage plus A

management must act up, (4) paying Epler the actual repair costs, plus a reasonable administrative mark-up, plus the loss of use of the vehicle until the vehicle is repaired and returned to service [such period not to exceed 30 days], plus any reasonable out-of-pocket expenses incurred by Epler in connection with the repair of the vehicle, and (5) reimbursement of any reasonable loss of income or other commercial reasonable loss to a maximum of 30 days, which shall be subject to the following conditions: (a) Epler shall provide a written statement regarding Customer's option as listed above; (b) Eplerperson does not make an election within 7 days; option (1) will apply; c) Epler will obtain a third party repair estimate for any major damage; If Customer chooses a Vehicle outside of normal business hours, Customer shall remain responsible for loss of damage to that vehicle until the recurring Repair becomes open on the next business day and has a reasonable opportunity to inspect the Vehicle for damage; In the event of a total loss of the Vehicle, Epler shall be entitled to the greater of: (a) the Vehicle's retail or market value, or (b) Epler's book value for the Vehicle.

1. **PERSONAL ACCIDENT AND CARBO ACCIDENTS:** Customer agrees that Ryder will have absolutely no liability whatsoever, and agrees to release, defend, indemnify, and hold Ryder harmless for any and all (a) 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 (b) claims, damages, or losses arising from injuries to 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.

RETURN OF THE VEHICLE BY CUSTOMER: Customer will return the Vehicle and all accessory items clean, dry, and free of undue damage, pests, insects, contamination, or infestation, and in at least the same good condition as received, on the due date, and if time permits, prior to agreement, and will remain available for inspection by the lessor until the Vehicle is returned. Customer must deliver the Vehicle to the location specified in the Agreement ("Destination Location"). Unless the Agreement is terminated by Ryder, the terms of the Agreement shall continue until Customer returns the Vehicle to Ryder in accordance with Paragraph 10. In addition to all other charges due and remains available for inspection by the lessor until the Vehicle is returned.

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, Customer will return the Vehicle upon receipt of a written notice from the lessor stating the Vehicle must be returned (3) days after the due date and time specified for its return or upon RYA demand, or as information provided to Ryder by Customer's salesperson. If the vehicle is returned late, and/or damaged, and/or requires legal action, both RYDA and the lessor may sue to recover the Vehicle. CUSTOMER AGREES NOT TO SUBLICENSE 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

shall in any way or be deemed to be, the 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 as is defined in any obligation in this Agreement, or if the Vehicle is involved, illegally parked, or apparently abandoned, or if any information Customer provides to Ryder is false, Ryder may, without prior notice or demand to Customer, repossess the Vehicle whenever it is located and immediately terminate this Agreement without prejudice to any of Ryder's rights or other remedies available under the Agreement at any time. Ryder will be entitled to recover from Customer all reasonable costs, expenses, and attorney fees incurred by Ryder to repossess any Vehicle and/or 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 IMCRA violations or other citations for which Ryder was not provided notice.

The Vehicle owner agrees to be responsible and pay for all mechanical damage to the Vehicle caused by: (1) Customer's breach of any provision of this Agreement; (2) Customer's failure to maintain adequate oil, fluids, coolants, and other levels; the engine; and/or (3) Customer's respect of any restocking, timing or maintenance of the Vehicle during the rental period. The rental company agrees to be responsible for providing the service, repairs, or other maintenance to the Vehicle during the rental period unless repair was given written authorization for such work. Rental may inspect the Vehicle at any time wherever it is located.

The engine in the Vehicle is compliant with EPA Emission Standards and is not subject to the customer's inspection. Rental may require Odometer Readings and similar additional (DEF). All charges for DEF are Customer's responsibility, and, if provided by Rental, may be added in addition to all other charges at Rental's then current rate. Rental may maintain required link levels or charging of DEF fluids to the link may cause vehicle deceleration or system damage. Any failure to maintain proper DEF levels may result in damage to the Vehicle. Customer is responsible for all purchases of fluids made resulting from such failure.

The Vehicle(s) contains technology that is compliant with 2007 or 2010 emissions standards. Customer acknowledges that Dealer 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 mirror. 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 tune the Vehicle as well as any other mechanical consequences.

1. TAXES, FEES, PERMITS, TICKETS, AND FINES: Customer agrees to be responsible and pay for any taxes, special license, permit, fees, or tolls required by Customer's use and operation of the Vehicle and also, in any event, for any taxes, fees, permits, tickets, or fines required by any agency or government body as a result of Customer's use and operation of the Vehicle. Customer agrees to be responsible for any taxes, fees, permits, tickets, or fines required by any agency or government body as a result of Customer's use and operation of the Vehicle, including liability or vehicle registration fees and any operational fees of the Vehicle. IF CUSTOMER'S FAILURE TO PAY ANY TAXES, SPECIAL LICENSES, PERMITS, FEES, OR TOLLS RESULTS IN A CLAIM OF (SHE/HE/IT) AGAINST THE VEHICLE, THEN CUSTOMER MAY SETTLE THE CLAIM ON HER/ HIMSELF, AND CUSTOMER SHALL HOLD THE RENTAL COMPANY HARMLESS FROM SUCH CLAIMS. CUSTOMER SHALL BE RESPONSIBLE FOR ANY TAXES, SPECIAL LICENSES, PERMITS, FEES, OR TOLLS ADMINISTERED THROUGHOUT THE H1 AND S25 PER OCCURRENCE FOR ALL OTHER TAXES, SPECIAL LICENSES, PERMITS, FEES, OR TOLLS. RYDER WILL COOPERATES WITH ALL FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT OFFICIALS NATIONWIDE TO PROVIDE THE IDENTITY OF CUSTOMERS WHO

FUEL MILEAGE RATES DO NOT INCLUDE THE COST OF FUEL. THE RENTAL RATE WILL HAVE A FULL FUEL TANK UPON COMMENCEMENT OF THE RENTAL. CUSTOMER IS RESPONSIBLE FOR ALL FUEL DURING THE COURSE OF THE RENTAL. *(NOTE: All fuel used in the Vehicle shall be of a type and grade that meets all manufacturers' recommendations and the requirements of applicable local, state and federal laws.)* Customer may return the Vehicle with less than a full tank of fuel. In such event, Customer will be offered a refund for the unused fuel. If the Destination Location provides fuel, Customer may fill up the full tank prior to Customer's departure at the Destination Location at any fuel station of Customer's choice. If the Destination Location offers optional refueling services, and Customer elects not to refill the fuel tank prior to return, Customer may pay for a refueling service charge (as calculated by multiplying the unused gallons by the current market rate for the applicable fuel grade) or pay for a refueling service charge (as calculated by multiplying the unused gallons by the current market rate for the applicable fuel grade) plus a refueling or beyond the Factory Installed fuel gauge, and (D) the calculated fuel tank full. 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 retail stations such as service stations. Customer's actual fuel cost will be based on the actual gallons of fuel used and the current market rate for the applicable fuel grade at the time of customer fuel purchases during the Rental. The Vehicle

15. **TELEMATIC DEVICE.** *Each Vehicle may contain a telematic device consisting of a Lincimeter One, 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 this agreement. If Ryder offers and Customer accepts telematic service, Customer shall be subject to the RyderSmart General Terms and Conditions found at www.rydersmart.com (incorporated herein by reference).*

18. 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.

[7 MISCELLANEOUS: If a court rules that any and all more provisions, or part

[illegible]



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.
L 646284		___/___/___	3AKJGLBG6GSHF8411	

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 1		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 PH I 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: [Signature]

Name: Brian Kerr

Title: Director of Sales (DOS)

Date: March 30, 2017

Load 1 Trucking LLC

(Customer/You)

By: [Signature]

Name: Walter 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 11690 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 B

1 involved in running things, and I've told you the names
2 of those people.

3 Q And none of them were a company safety
4 officer; correct?

5 A No.

6 Q Now, tell me a little bit about the company's
7 hiring process of new drivers. Now this is
8 deposition -- the first deposition topic I just asked
9 you about, it was the company's safety officer,
10 including the safety officer's training, experience and
11 qualifications at the time of the crash. You indicated
12 there was no safety officer.

13 Deposition topic No. 2, is the company's
14 hiring and screening of employees, including the
15 company's general hiring criteria for new drivers,
16 including the practices for investigating the driver's
17 history with other carriers.

18 Take me through Load One Trucking hiring and
19 screening of employees.

20 A We would have to meet them. They would have
21 to come. We would provide them with an application and
22 ask to see their CDL license, ask to see their medical
23 certificate, MVR and a drug-alcohol test.

24 Q When you received an application and you
25 looked at the CDL, the medical certificate, MVR, and

1 the drug and alcohol test, what would you do to
2 determine whether or not you could hire somebody?

3 A Would be the one on one. If the application
4 looks good, their communication is fine, we communicate
5 one on one. They fill out the application. We see
6 that they have a CDL. They have a medical certificate,
7 MVR and they pass the drug test. MVR looks good, no
8 accidents, no violations, not a bad MVR -- I mean
9 acceptable. That's when we would hire somebody.

10 Q Would you do any supplemental background
11 checks?

12 A Only if it's suspected this person is not
13 telling the truth. I mean if something looks
14 suspicious -- I mean I think the MVR speaks for a
15 driver, so whatever the driver is telling or putting on
16 the application, that's when we decide to run the MVR.
17 Get the MVR. MVR looks good, now here you got to go
18 and take a drug and alcohol test. If that looks good,
19 that's what determines.

20 Q So the answer would be, no, you don't do any
21 supplemental background investigation into an
22 applicant; is that fair?

23 A Well, I think I answered that one. If I
24 didn't do it, then somebody -- it could be Kevin. He
25 can do that if it's necessary. Only if it's necessary.

1 Q And it's only necessary if something pops up
2 on the MVR, or you're given an indication that they
3 might be lying, then you do a supplemental background?

4 A Yes.

5 Q So the Defendant Tony Stephens, did you do a
6 background search on him?

7 A Not that I recall.

8 Q What do you mean not that you recall? Is it
9 possible you did?

10 A I don't think so, because I think he filled
11 out an application, and he stated that he came from a
12 truck driving school. That's where he got his license.
13 He provided his license and met all the requirements.

14 Q When you're hiring drivers for Load One
15 Trucking, was there a minimal experience level you
16 required?

17 A Again, that goes back on depends on the driver
18 that's coming and applying. We did not require a
19 minimum. The driver would tell us if he's got
20 experience or no, and the license would show it when it
21 was issued.

22 Q What would Load One Trucking do to verify that
23 drivers were good drivers and well trained?

24 A We look at their issue date of the license.
25 So if it say, yeah, we have experience. We would look

EXHIBIT C

CALIFORNIA **COMMERCIAL DRIVER LICENSE**

DL C1140120

EXP 01/02/2022

LN STEPHENS

FN TONY

DOB 01/02/1961

RSTR 46

CLASS A

END NONE

01021961

SEX M HAIR BLK EYES BRN

HGT 5-05 WGT 140 lb

DD 01/13/2017 60633/11FD/22

ISS 03/24/2017

SOCIAL SECURITY

THIS NUMBER HAS BEEN DISTRIBUTED FOR

TONY STEPHENS

SIGNATURE

12/06/2016

USA



Gamiño & Associates Inc.

525 W. Bradley Ave.
El Cajon, CA 92020

ATTENTION:

Alyce Rinehart
Load 1 Trucking LLC
305 S Lemon Ave E173
Walnut, CA 91789

Participant: Tony Stephens
Participant ID: 20
SSN:

Results of DOT Controlled Substance Test

Record Status: Negative
Test Type: Pre-Employment
Collection Date/Time: 04/25/2017 12:06 PM
Batch ID: 20170427
Specimen ID: 2056185
Date COC Received: 04/25/2017
Sample Type: Urine
Test Panel: 5-Substances

Laboratory: Quest Diagnostics Laboratory
10101 Renner Blvd
Lenexa, KS 66219
Collection Site: Universal Industrial Care
16025 E Gale Ave.
City Of Industry, CA 91745
Specimen Collector: MARINA ALVARADO
DOT Admin(s): FMCSA

<u>Test Performed</u>	<u>Result</u>
Amphetamines	Negative
Marijuana	Negative
Phencyclidine	Negative

<u>Test Performed</u>	<u>Result</u>
Cocaine	Negative
Opiates	Negative

This test was performed, recorded, and reported in accordance with CFR 49 Part 40.

Cutoff for AMPHETAMINES (500 ng/mL SCREEN) : 500
Cutoff for MDA-ANALOGUES : 500
Cutoff for COCAINE METABOLITES (150 ng/mL SCREEN) : 150
Cutoff for MARIJUANA METABOLITES, (50 ng/mL SCREEN) : 50
Cutoff for OPIATES (2000 NG/ML SCREEN) : 2000
Cutoff for 6-ACETYLMORPHINE (10 ng/mL SCREEN) : 10
Cutoff for PHENCYCLIDINE : 25
Cutoff for :

Alfredo Quinones, MD

4/27/2017

Verification Date

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.

Supreme Court No.: 83480

District Court Case No.: A-19-
794326-C

PETITIONER'S REPLY APPENDIX VOLUME 2 of 2

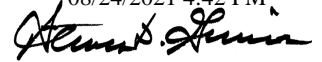
Kurt Bonds, Esq. (NBN: 6228)
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ALVERSON TAYLOR & SANDERS
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Las Vegas, Nevada 89149
(702) 384-7000

Attorneys for Petitioner Ryder Truck Rental, Inc.

Petitioner's Reply Appendix Volume 1

<u>Exhibit #</u>	<u>Title of Document</u>	<u>Page Numbers</u>
Exhibit B	Order Regarding Defendants' Motion in Limine – Filed August 24, 2021	29-32

EXHIBIT B


CLERK OF THE COURT

ORDR

J. BRUCE ALVERSON, ESQ.

Nevada Bar No. 1339

KARIE N. WILSON, ESQ.

Nevada Bar No. 7957

ALVERSON TAYLOR & SANDERS

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702-385-7000 Fax

Attorneys for Defendants

DISTRICT COURT

CLARK COUNTY, NEVADA

NICOLE LIMON,

Plaintiff,

v.

TONY STEPHENS, individually;
RYDER TRUCK RENTAL, INC.;
LOAD 1 TRUCKING LLC;
DOES I-X; and ROE CORPORATIONS
I-X, inclusive,

Defendants.

CASE NO: A-19-794326-C

DEPT. NO: 27

**ORDER REGARDING DEFENDANTS' MOTION FOR PARTIAL SUMMARY
JUDGMENT AND MOTION FOR SUMMARY JUDGMENT AS TO DEFENDANT
RYDER TRUCK RENTAL, INC.**

This matter having come before the Court on August 17, 2021, regarding Defendants' Motion for Partial Summary Judgment and Defendant Ryder Truck Rental, Inc.'s Motion for Summary Judgment, Karie N. Wilson, Esq. of Alverson Taylor & Sanders appearing on behalf of Defendants and Joshua Benson, Esq. of Benson Allred appearing on behalf of Plaintiff and the Court having reviewed the applicable pleadings and documents, and having heard oral argument, hereby orders as follows:

1 IT IS HEREBY ORDERED that Defendants' Motion for Partial Summary Judgment as
2 to Plaintiff's claims for future medical expenses is GRANTED as unopposed. Plaintiff agrees
3 that she will not present or claim costs for future medical treatment at trial.

4 IT IS FURTHER ORDERED that Defendant Ryder Truck Rental, Inc.'s Motion for
5 Summary Judgement, pursuant to the Graves Amendment, 49 U.S.C. 30106(c), is DENIED. The
6 court finds that because Plaintiff has asserted a direct cause of action against Ryder for
7 negligence, rather than asserting claims based solely on vicarious liability, and there is a question
8 of fact as to the alleged negligence of Ryder.

9 IT IS SO ORDERED.

10 August 24, 2021

Dated this 24th day of August, 2021

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TW

FB8 812 99A3 93F0

Nancy Allf

Approved District Court Judge

12 Submitted by:

13 ALVERSON TAYLOR & SANDERS

BENSON ALLRED

Karie N. Wilson

15 KARIE N. WILSON, ESQ.

Nevada Bar No. 7957

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/s/ Joshua L. Benson

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Attorneys for Plaintiff

19 k:\z-client\26001\pleadings\msj order.docx

Veronica Pacheco

From: Joshua Benson <josh@bensonallred.com>
Sent: Tuesday, August 24, 2021 3:53 PM
To: Karie Wilson
Subject: RE: 26001/Ryder adv. Limon

Karie—

You may use my electronic signature on both orders.

Josh

From: Karie Wilson <KWilson@AlversonTaylor.com>
Sent: Friday, August 20, 2021 10:52 AM
To: Joshua Benson <josh@bensonallred.com>
Subject: 26001/Ryder adv. Limon

Josh,

Attached are the proposed Orders regarding Defendants' Motion for Partial Summary Judgment/MSJ and the Motions in Limine. Please let me know if you have any questions or amendments, or if we may include your electronic signature.

Thank you.

Karie Wilson, Esq.



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1 **CSERV**

2
3 DISTRICT COURT
4 CLARK COUNTY, NEVADA

5
6 Nicole Limon, Plaintiff(s)

CASE NO: A-19-794326-C

7 vs.

DEPT. NO. Department 27

8 Tony Stephens, Defendant(s)

9
10 **AUTOMATED CERTIFICATE OF SERVICE**

11 This automated certificate of service was generated by the Eighth Judicial District
12 Court. The foregoing Order was served via the court's electronic eFile system to all
13 recipients registered for e-Service on the above entitled case as listed below:

14 Service Date: 8/24/2021

15 Copy Room

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