

Kurt D. Holzer; ISB #4557
HEPWORTH HOLZER, LLP
537 West Bannock Street, Suite 200
Boise, Idaho 83702
Telephone: (208) 314-9115
Facsimile: (208) 342-2927
Email: kholzer@hepwortholzer.com

Ronald L.M. Goldman; CA SBN 3422
Clay Robbins III; CA SBN 101275
BAUM, HEDLUND, ARISTEI, GOLDMAN, PC
10940 Wilshire Boulevard, Suite 1600
Los Angeles, California 90024
Telephone: (310) 207-3233
Facsimile: (310) 820-7444
Email: crobbins@baumhedlundlaw.com

Attorneys for Plaintiff Lawrence P. Manlapit, Jr.,
Individually and as Co-Administrator of the
Estate of Lawrence P. Manlapit, III

Raymond D. Powers; ISB #2737
Mark J. Orlor; ISB #7476
Cody J. Witko; ISB #10427
POWERS FARLEY, P.C.
702 West Idaho Street, Suite 700
Boise, Idaho 83702
Telephone: (208) 577-5100
Email: contact@powersfarley.com
rdp@powersfarley.com
mjo@powersfarley.com
cjw@powersfarley.com

Attorneys for Plaintiff Dorine E. Norko,
Individually and as Co-Administrator of the
Estate of Lawrence P. Manlapit, III

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

LAWRENCE P. MANLAPIT, JR.,
individually as father of LAWRENCE P.
MANLAPIT, III, DECEASED,

Plaintiff,

vs.

Lead Case No. CV01-19-06625
(Consolidated with Case Nos.
CV01-19-23246, CV01-20-00653,
CV01-20-02624, CV01-20-07803 and
CV01-20-08172)

**DECLARATION OF CLAY ROBBINS,
III IN SUPPORT OF MANLAPIT/**

KRUJEX FREIGHT TRANSPORT CORP.;
KRUJEX TRANSPORTATION CORP.;
KRUJEX TRANSPORTATION SYSTEMS,
LLC; KRUJEX LOGISTICS, INC.;
ALBERTSON'S COMPANIES;
CORNELIEU VISAN; DANIEL VISAN;
LIGRA VISAN; STATE OF IDAHO; STATE
OF IDAHO DEPARTMENT OF
TRANSPORTATION; IDAHO STATE
POLICE; PENHALL COMPANY;
PARAMETRIX, INC.; SPECIALTY
CONSTRUCTION SUPPLY LLC; and DOES
1 through 150, inclusive,

Defendants.

AND ALL CONSOLIDATED ACTIONS.

**JOHNSON PLAINTIFFS' JOINT
MOTION FOR LEAVE TO AMEND
COMPLAINTS TO ADD A CLAIM FOR
PUNITIVE DAMAGES AGAINST
DEFENDANTS ALBERTSON'S
COMPANIES AND KRUJEX FREIGHT
TRANSPORT CORPORATION**

I, Clay Robbins, III, declare and affirm as follows:

1. That I am an attorney at law duly licensed to practice before all the courts of the State of California and have been admitted, pro hac vice, to appear before this Court in the matter entitled "*Manlapit v. Krujex Freight Transport Corp., et al.*, Lead Case No. CV01-19-06625, consolidated with Case Nos. CV01-2019-23246, CV01-2020-00653, CV01-2020-02624, CV01-2020-07803 and CV01-2020-08172 in the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Ada." This office and the undersigned represent the interests of Plaintiff Lawrence P. Manlapit, Jr., individually as father of Lawrence P. Manlapit, III, deceased (Case No. CV01-2019-06625), and as Co-Administrator of the Estate of Lawrence P. Manlapit, III (Case No. CV01-20-02624). I am the attorney in this office principally responsible for handling these matters, and by reason thereof I have personal knowledge of the facts set forth herein.

2. Attached hereto as **Exhibit 1** is a true and correct copy of the National Transportation Safety Board's Highway Factors Group Chairman's Factual Report # HWY18FH015, dated

June 16, 2018. This was obtained by your declarant from the official NTSB website and was produced by the Manlapit Plaintiffs in this case as MANLAPIT 000736-000759.

3. Attached hereto as **Exhibit 2** is a true and correct copy of National Transportation Safety Board's Motor Carrier Factors Group Chairman's Factual Report # HWY18FH015, also dated June 16, 2018. This was obtained by your declarant from the official NTSB website and was produced by the Manlapit Plaintiffs in this case as MANLAPIT 000716-MANLAPIT 000735.

4. Attached hereto as **Exhibit 3** is a true and correct copy of the dash cam video from the 2019 Volvo truck involved in the subject fatal crash on June 16, 2018. This was produced by the State of Idaho in this case as Bates No. ISP003402_GRME0010.mp4.MP4ISP003402.

5. Attached hereto as **Exhibit 4** is a true and correct copy of the Idaho Vehicle Collision Report pertaining to the June 16, 2018, fatal crash that forms the subject matter of this litigation. This document was produced by the State of Idaho in this case as Bates Nos. ISP005605-ISP005621.

6. Attached hereto as **Exhibit 5** is a true and correct copy of the Idaho State Police Post-Crash Driver/Vehicle Examination Report No. ID3100006357, Inspection Date 6/19/2018. This document was produced by the Manlapit Plaintiffs in this case as Bates Nos. MANLAPIT 000761-000765 and is contained in the NTSB docket for Case # HWY18FH015.

7. Attached hereto as **Exhibit 6** are true and correct copies of excerpts from the transcript of Corneliu Visan/Krujex Freight Transport Corporation's 30(b)(6)'s deposition taken by your declarant on or about May 7, 2021.

8. Attached hereto as **Exhibit 7** is a true and correct copy of the USDOT Compliance Review (Tab 111 to Corneliu Visan/Krujex Freight Transport Corporation's 30(b)(6)'s deposition), obtained by your declarant from the FMCSA upon a Freedom of Information Act

(FOIA) request and produced by the Manlapit Plaintiffs in this case as Bates Nos. MANLAPIT 000537-000560.

9. Attached hereto as **Exhibit 8** are a true and correct copies of the Motor Carrier Identification Reports for Krujex Freight Transport Corp (Form MCS-150) dated 06/11/12 (new application) through 07-13-18 (10 updates), obtained by your declarant from the FMCSA upon a Freedom of Information Act (FOIA) request, produced by the Manlapit Plaintiffs in this case as Bates Nos. MANLAPIT 000645-655 and also identified as Tab 158 to Corneliu Visan/Krujex Freight Transport Corporation's 30(b)(6)'s deposition (as to April 2017 update).

10. Attached hereto as **Exhibit 9** is a true and correct copy of the Declaration of Spencer Melville and Exhibits attached thereto, filed on December 16, 2020, by Albertson's in Support of Defendant Albertson's Companies, Inc.'s Motion for Summary Judgment.

11. Attached hereto as **Exhibit 10** is a true and correct copy of correspondence from the FMCSA to Krujex Freight Transport Corporation, dated December 16, 2016 (Tab 132 to Corneliu Visan/Krujex Freight Transport Corporation's 30(b)(6)'s deposition), obtained by your declarant from the FMCSA upon a FOIA request and produced by the Manlapit Plaintiffs in this case as Bates Nos. MANLAPIT 000713-000714.

12. Attached hereto as **Exhibit 11** is a true and correct copy of correspondence from the FMCSA to Krujex Freight Transport Corporation, dated July 20, 2018 (Tab 136 to Corneliu Visan/Krujex Freight Transport Corporation's 30(b)(6)'s deposition), obtained by your declarant from the FMCSA upon a FOIA request and produced by the Manlapit Plaintiffs in this case as Bates Nos. MANLAPIT 000702-000703.

13. Attached hereto as **Exhibit 12** is a true and correct copy of correspondence from Corneliu Visan/Krujex Freight Transport Corporation to the FMCSA (sent by Glostone Trucking

on behalf of Mr. Visan/KFTC), dated August 1, 2018 (Tab 123 to Corneliu Visan/Krujex Freight Transport Corporation's 30(b)(6)'s deposition), obtained by your declarant from the FMCSA upon a FOIA request and produced by the Manlapit Plaintiffs in this case as Bates Nos. MANLAPIT 000400-000406.

14. Attached hereto as **Exhibit 13** is a true and correct copy of correspondence from the FMCSA to Corneliu Visan/Krujex Freight Transport Corporation, dated August 22, 2018 (Tab 114 to Corneliu Visan/Krujex Freight Transport Corporation's 30(b)(6)'s deposition), obtained by your declarant from the FMCSA upon a FOIA request and produced by the Manlapit Plaintiffs in this case as Bates Nos. MANLAPIT 000704-000705.

15. Attached hereto as **Exhibit 14** is a true and correct copy of Ilya Tsar's Oregon DMV Records (Tab 154 to Corneliu Visan/Krujex Freight Transport Corporation's 30(b)(6)'s deposition), obtained by your declarant from the Oregon Department of Motor Vehicles upon a FOIA request and produced by the Manlapit Plaintiffs in this case as Bates Nos. MANLAPIT 000373-000380.

16. Attached hereto as **Exhibit 15** are true and correct copies of excerpts from the transcript of Matt Geurts/Albertson's 30(b)(6)'s deposition taken by your declarant on or about April 7, 2021.

17. Attached hereto as **Exhibit 16** are true and correct copies of excerpts from the transcript of the deposition of Carol Silvers taken by your declarant on or about April 8, 2021.

18. Attached hereto as **Exhibit 17** are true and correct copies of excerpts from the transcript of the deposition of Spencer Melville taken by your declarant on or about April 8, 2021.

19. Attached hereto as **Exhibit 18** is a true and correct copy of the STV-Corporate Traffic, Krujex Transport Corp. Carrier Survey (Tab 65 to Matt Geurts/Albertson's 30(b)(6)'s deposition).

20. Attached hereto as **Exhibit 19** is a true and correct copy of correspondence from Corneliu Visan/KFTC to Defendant Albertson's, dated August 24, 2018, regarding KFTC's Corrective Action Plan (Tab 83 to Matt Geurts/Albertson's 30(b)(6)'s deposition).

21. Attached hereto as **Exhibit 20** is a true and correct copy of Krujex Freight Transport Corporation's Revenue by Customer (Albertson's Corporation) showing the invoice dates between February 2018 and April 2019 for shipments transported by KFTC for Albertson's (Tab 163 to Corneliu Visan/Krujex Freight Transport Corporation's 30(b)(6)'s deposition).

22. Attached hereto as **Exhibit 21** are true, correct and conformed copies of documents from the files of the District Court of the Fourth Judicial District of the State of Idaho in and for the County of Ada, Case No. CR01-17-16527, in which a bench warrant issued on May 17, 2017, as to Illya Tsar, employee of Krujex Freight Transport Corp. and driver of the 2019 Volvo truck involved in the subject accident, on a failure to appear at a hearing on a charge of driving without a license. Said warrant was outstanding on the date of the subject accident. Said documents were produced by the Manlapit Plaintiffs in this case as Bates Nos. MANLAPIT 000363 – MANLAPIT 000372, and were also designated as Tab 156 to Corneliu Visan/Krujex Freight Transport Corporation's 30(b)(6)'s deposition) and Exhibit 4 to the declaration of Clay Robbins, III, in opposition to Motion for Summary Judgment filed by Albertson's Companies, Inc.

23. Attached hereto as **Exhibit 22** is a true and correct copy of the Motor Carrier Attachment – TIT Transport Compliance Review, # HWY18FH015, dated June 16, 2018 (Tab 157 to Corneliu Visan/Krujex Freight Transport Corporation's 30(b)(6)'s deposition), obtained by

EXHIBIT 1



**NATIONAL TRANSPORTATION SAFETY BOARD
OFFICE OF HIGHWAY SAFETY
WASHINGTON, D.C.**

**HIGHWAY FACTORS GROUP CHAIRMAN'S
FACTUAL REPORT**

A. CRASH INFORMATION

Location: Eastbound Interstate 84 (I-84) near mile post 47, in Boise, Ada County, Idaho

Vehicle #1: 2019 Volvo truck in combination with a 2015 Great Dane semi-trailer

Operator #1: Krujex Freight Transport Corporation

Vehicle #2: 2008 Jeep Wrangler, private operator

Vehicle #3: 2003 Volvo truck in combination with a 2008 Great Dane semi-trailer

Operator #3: Zhuk Expres LLC

Vehicle #4: 2010 Ford Focus, private operator

Vehicle #5: 2014 Ford F-150, private operator

Vehicle #6: 2006 Ford Fusion, private operator

Vehicle #7: 2015 Ford Escape, private operator

Date: June 16, 2018

Time: Approximately 11:32 p.m. Mountain Standard Time (MST)

Fatalities: 2 Jeep Passengers, 1 Jeep Driver and 1 2019 Volvo Driver

NTSB #: **HWY18FH015**

B. HIGHWAY FACTORS GROUP

David S. Rayburn Highway Factors Investigator, Group Chairman
NTSB Office of Highway Safety
490 L'Enfant Plaza East, S.W., Washington, DC 20594

Jason D. Brinkman, P.E. Engineering Manager, Group Member
District 3 Idaho Department of Transportation
P.O. Box 8028
Boise, Idaho

Tracy Hopkins
Managing Member Specialty Construction Supply, Group Member
348 NW 13th Pl
Meridian, Idaho 83642

Daniel Kircher, Traffic Control Administrator, Group Member
Specialty Construction Supply
348 NM 13th PL
Meridian, Idaho

Tom Duncan, Risk Manager, Penhall Company, Group Member
7501 Esters Blvd, Suite 150
Irving, Texas 76053

George Soriano, Director of Contracts, Group Member
Penhall Company
7501 Esters Blvd, Suite 150
Irving, Texas 75063

Specialist Oliver Chase, Accident Reconstruction Specialist Idaho State Police, Group Member
Idaho State Police, District 3
Boise Idaho

C. CRASH SUMMARY

For a summary of the crash, refer to the *Crash Summary Report* (or *Factual Report of the Investigation*, depending on investigation type) in the docket for this investigation.

D. DETAILS OF THE HIGHWAY FACTORS INVESTIGATION

The highway group obtained information related to the design, operation, and maintenance of the highway environment to establish a foundation for evaluating whether the condition, design, or operation of the traffic facility contributed to or caused this crash. Prefatory data was obtained giving a general description of the highway location. Highway information including traffic counts and accident history were obtained from the Idaho Transportation Department (ITD) and particular focus was placed on reviewing the information ITD uses to make policy decisions regarding Traffic Management Plans (TMP's), temporary traffic control plans for the Temporary Traffic Control Zone (TTC) that existed at the time of the crash, and other special provisions of the construction contracts used to prevent end of queue crashes involving heavy trucks. Also, guidance from the Federal Highway Administration's Manual on Uniform Traffic Control Devices (FHWA) (MUTCD) was documented. Finally, information on nationwide statistics involving work zones and heavy trucks was obtained.

1. Prefatory Data

The crash occurred in Boise, Idaho on the eastbound side of I-84 near milepost 47.007 and Station No. 2475+26.¹ The crash occurred in the advance-warning area of an active work zone. The project resulting in the work zone included diamond grinding of concrete pavement, resealing concrete pavement joints, repairing concrete pavement cracks, and repairing pavement spalls.² The project limits were at Milepost (MP) 48.320 and Station No. 2549+00.00 to MP 51.30 and Station No. 2710+00.00. The general highway configuration is a controlled access highway with four east and four westbound lanes divided by a 32-inch tall concrete median barrier.³ Additional there were two interchanges in the project area with entrance and exit ramps bringing the total to as 7 lanes in each direction near the interchanges. Both the east and westbound segments are comprised of four 12-foot-wide lanes delineated by 12-foot-long solid white pavement stripes at 38-foot intervals. The 12-foot-wide median shoulder is delineated from the #1 lane by a solid yellow pavement stripe. The right-hand or #4 lane is delineated from the 12-foot-wide right-hand shoulder by a solid white pavement stripe.⁴ See Figures 1 and 2 for detail on the accident area.

¹ Station number describe official dimensional locations of features within a project.

² See Federal Aid Project No. A019(289), I-84 Five-Mile Road to Orchard Road & Ramps. Approximate beginning Milepost (MP) 48.320 and highway Station No. 2549+00.00 to approximate ending point at MP 51.3 and Station No. 2710+00.00

³ 32-inch high, New Jersey style concrete median barriers are cast in place and meet Test level-four of NCHRP 350.

⁴ The lane numbering convention follows the same practice used by the Idaho State Police, however, the numbering convention is the opposite on Idaho Transportation Department (ITD) and its contractors documents on this project with the right-hand lane numbered as number 1 and increasing to 4 for the left-hand lane.

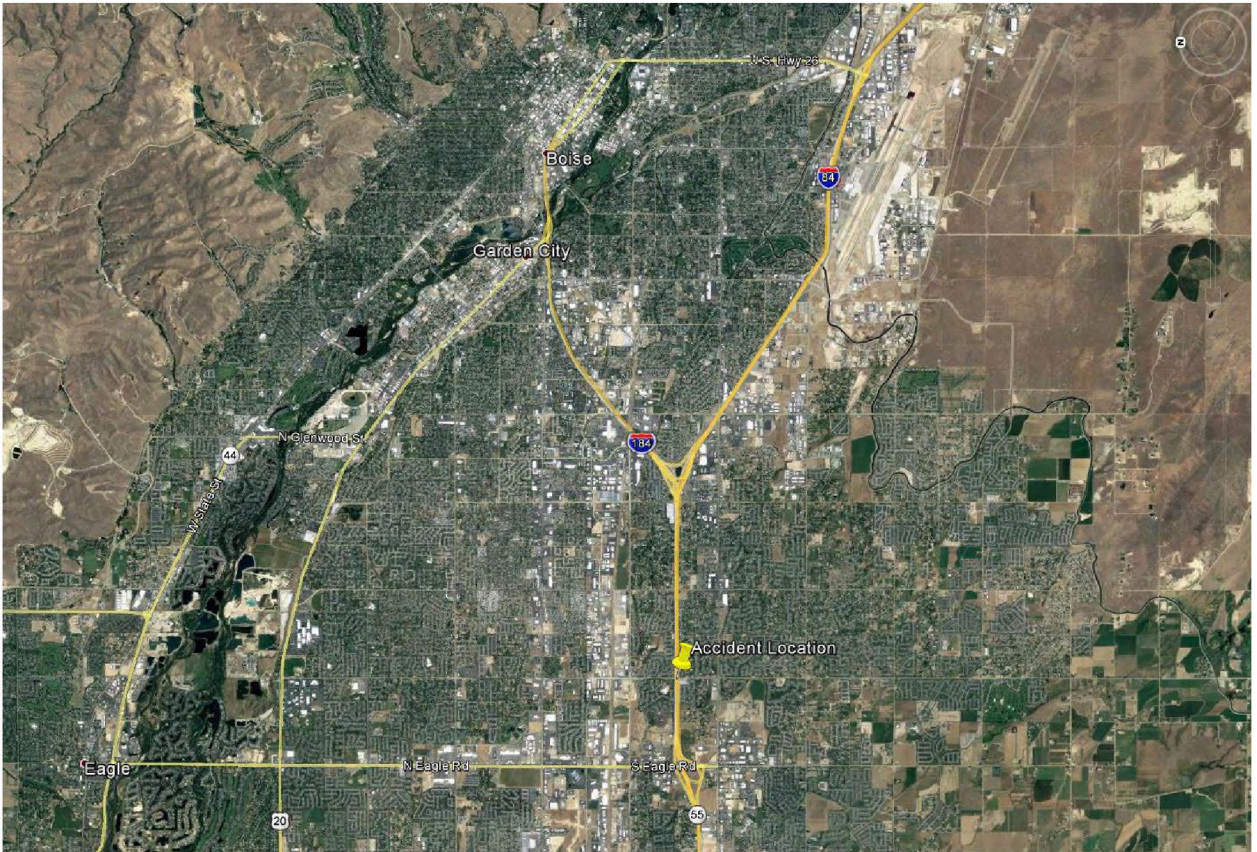


Figure1, Accident location Boise, Idaho

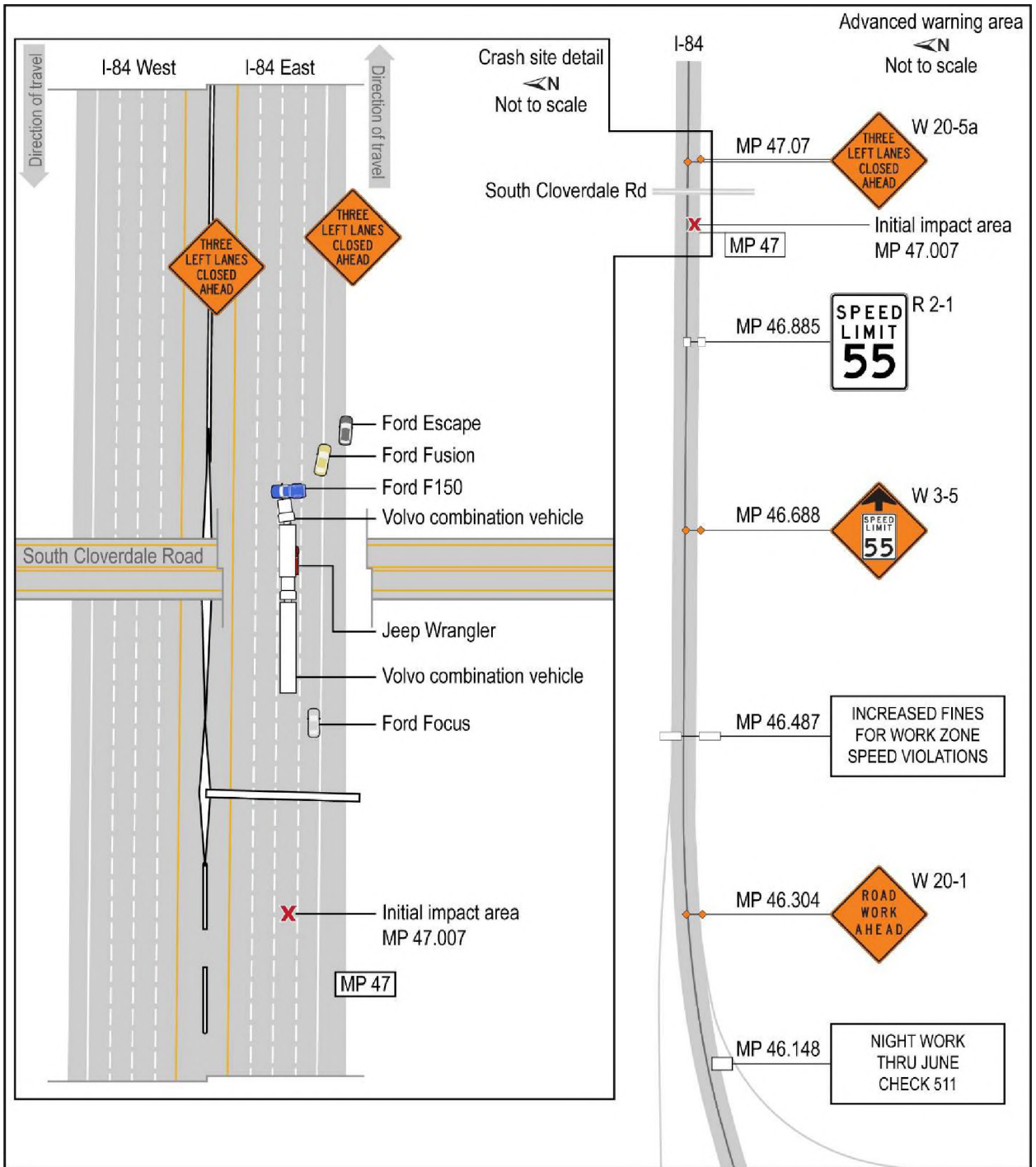


Figure 2 – Advance Warning Area of Work Zone with Crash Site Detail

2. Traffic Metrics

The average Daily Traffic (ADT) for I-84 in 2017 was 85,270 vehicles per day. Heavy truck traffic was 7,280 trucks per day or 8.5% of the total ADT. The 20-year design ADT was for 136,170 vehicles a day with 15,280 truck per day or approximately 11%. The general posted speed limit for I-84 was 65 mph and that was reduced to 55 mph for the work zone. The 85th speed percentile was 73 mph.⁵ Also, Automatic Traffic Recorders (ATR's) positioned in the transition area of this work zone indicated the speed of traffic had slowed to approximately 18 mph near the time of the collision and resulted in a stop and go queue situation.

3. Accident History

There were Seven fatal work zone crashes statewide in Idaho in the preceding five-year-period 2012-2016. See Table 1 below for details. The most common harmful event for work zone crashes was a rear-end collision involving multiple vehicles.⁶ Work zone inspector diaries from ITD indicated that one other accident occurred on 6/21/2018 in this work zone when a truck tractor semitrailer and a Toyota passenger car collided.⁷ See Table 1 for Idaho statewide work zone crash statistics. Additionally, The accident history for a six-mile-long segment of I-84 that encompassed 3 miles on each side of this crash showed that between July 2015-July 2018 two other fatal crashes occurred that were not related to work zones.

Table 1 Crashes in Idaho Work Zones 2012-2016

	Crashes in Work Zones: 2012-2016					Change 2015-2016	Avg. Change 2012-2015
	2012	2013	2014	2015	2016		
Work Zone Crashes	342	332	407	444	324	-27.0%	9.6%
Fatalities	1	3	1	2	0	-100.0%	77.8%
Serious Injuries	23	12	34	27	19	-29.6%	38.3%
Visible Injuries	34	50	108	95	59	-37.9%	50.3%
Possible Injuries	104	109	204	222	96	-56.8%	33.6%
% All Crashes	1.5%	1.5%	1.8%	1.8%	1.3%	-30.8%	7.1%
Workers Injured	1	1	0	1	0	-100.0%	0.0%

⁵ See Highway Attachment, “Engineering and Traffic Investigation study for I-84 from MP 24.24-MP 59.0, February 1, 2018.”

⁶ See Idaho Traffic Crashes 2017 by Idaho Transportation Department Office of Highway Safety, Table 46 and comments on page 67.

⁷ See Highway Attachment, “ITD Work Zone Inspector Diaries”

4. Work Zone Oversight

The Federal Highway Administration (FHWA) exercises oversight of Federal-aid project work zones through guidance found in 23 CFR Part 630 Subpart J, “Traffic Safety in Highway and Street Work Zones.” Subpart J was re-titled “Work Zone Safety and Mobility in October 2007 in response to federal rulemaking in 2004. (See 69 FR54562 , Published September 9, 2004, for more information.)

The key components of the update rule included the following:

1. Development and implementation of an overall, agency-level work zone safety and mobility policy to institutionalize work zone processes and procedures.
2. Development of agency-level processes and procedures to support policy implementation, including procedures for work zone impact assessments, analyzing work zone data, training, and process reviews.
3. Development of procedures to assess and manage work zone impacts of individual Projects.

The Idaho Transportation Department (ITD) published a Work Zone Safety and Mobility Manual Which indicated that ITD policies, processes, and procedures were following the FHWA requirements.

5. Idaho Transportation Department Work Zone Oversight

The Idaho Department of Transportation (ITD) classified this work zone project as a significant project requiring the development of a Transportation Management Plan (TMP). The TMP included a traffic control plan and an impact analysis along with a Public Information component where information about the work zone was updated on ITD’s 511 call system.⁸ ITD contracted with Parametrix, a traffic engineering firm, to develop a construction staging and traffic control plan along with special provisions requiring nighttime work and limiting lane closures.⁹ The construction work times were limited to 10 pm until 5 am on weekday nights, 10 pm until 7am on Friday nights, and 10 pm until 9am on Saturday nights through Sunday mornings. Parametrix used the Highway Capacity Manual 2010 for capacity evaluations and determined that the capacity of I-84 in this area was 1,450 vehicles per lane per hour and, required that two lanes be maintained open in the eastbound and westbound directions on sections that had four existing through lanes, such as, the accident location.¹⁰ These special provisions and traffic control plan were provided to the contractor in the contract documents.

The special provisions also provided for the contractor to change the staging plans and traffic control plan if the existing plans did not follow the contractors intended operational plan. However, any proposed changes in the traffic control plans and special provisions required written plans by a licensed engineer in Idaho be submitted to ITD 14 days in advance of any intended

⁸ See Highway Attachment , “ Idaho Transportation Department Work Zone Safety and Mobility Program January 2012.”

⁹ See Highway Attachment , “Traffic Control Plan and Special Contract Provisions”

¹⁰ See Highway Attachment, “Traffic Control Design e-mail from March 7, 2017 detailing rationale for estimating lane capacity and requirement for two lanes to be open in 4-lane sections of I-84.”

changes and the existing plans would remain in place unless ITD approved any submitted changes. No changes were submitted by the contractor.

6. Pre-Construction Conference Meeting

A pre-construction conference meeting was held on July 26, 2017. ITD personnel, the contractor Penhall company and the traffic control subcontractor Specialty Construction Supply Company attended the meeting.¹¹ No Law Enforcement personnel were invited. The meeting lasted 1 hour and 54 minutes. Agenda discussions included the following items:

1. Contractor Award date of June 20th, 2017
2. Expected work days (75)
3. Expected contract completion date November 19th
4. Protocol for extending work days due to winter-weather
5. Construction sequencing decisions (grinding fast lanes in each direction simultaneously followed by grinding slow lanes and ramps)
6. Special provision limiting lane closures to two lanes in 4-lanes sections (42-minute mark in recording)
7. Any requirements to terminate lane closures if traffic gets backed up - none
8. Any law enforcement component provided for – none
9. Use of black paint as well as white for temporary lane line markings (Create greater visibility)
10. Noise, environmental protection, safety and lighting.

Specific information about the traffic control plan and special provisions requiring nighttime work was discussed. Penhall had a question regarding what to do if traffic was backed up. They asked about any special provisions similar to the East coast where contractors would be required to terminate a lane closure if the traffic backed up. ITD indicated that they had accounted for the traffic and did not expect anything like that to occur. ITD indicated that if severe congestion did occur, they would probably be notified by the State Highway Patrol.

In fact, on Thursday night June 15, 2017, the Idaho State police were notified of traffic congestion and signage problems in the work zone. ISP Sergeant Beckner who was in the area

¹¹ See Highway Attachment, “Pre-Construction Conference Agenda with Sign-in Sheet and Audio Recorded Minutes.”

attending to a disabled vehicle answered the Dispatch interrogative with the statement that the zone was signed.

7. ITD Work Zone Inspector and Sub-contractor Traffic Control Manager Diaries

The work was expected to take 75 days and be completed early in the Fall. However, poor weather set in and the project had to be terminated and begin again in the Summer of 2018. ITD provided Construction Diary sheets dated from 9/7/2017 through 10/28/2017 that were completed by ITD work zone inspector David Van Lydegraph, indicating that most of the grinding had been completed in the westbound and eastbound lanes of I-84. ITD also provided diaries prepared by work zone inspectors Blaine Schwendiman and J. Mensinger. The Traffic Control Maintenance Diary prepared for ITD by the Traffic Control Manager was also provided to the NTSB

On May 31, 2018, ITD and Penhall company had another pre-construction conference meeting before re-starting the project. No minutes were kept at this meeting. Bruce Kidd from Penhall attended the meeting and Bryon Breen the Resident Engineer for ITD were present. No personnel from the traffic control sub-contractor were at the second meeting. Penhall indicated that at this meeting they had requested to be allowed to close a third lane during joint sealing operations. The resident engineer told the NTSB that he recalled that item coming up in the meeting but was not sure how it was resolved other than no written requests were submitted as required by the special provisions to the contract. His clarified comment was that he had specifically told the contractor that a written request was required to change the traffic control plan.

8. Special Provisions for a Traffic Control Manager

Section 105.04 of the ITD Standard Specifications for Construction 2012 provides for the coordination of contract documents and specifies that contract Special Provisions govern over all of specifications, supplemental specifications and project plans. Special Provision S626-30A details the required performance of a Traffic Control Manager. Special provision S626-30A was required in this contract and provides the following:

Description: This work shall be performed in accordance with 105.14-D. Maintenance of Traffic and shall consist of furnishing an experienced Traffic Control Manager (TCM) for resolution of traffic control conflicts, continuous monitoring of the traffic flow through a work zone setup and determine any potential improvements to the traffic control operations and phasing in accordance with the approved traffic control plans.

Construction Requirements: The TCM will be ATSSA certified with a minimum of 5 years of work zone traffic control experience to maintain, monitor, and manage traffic control. Evidence of the required certification, qualifications, and experience shall be submitted for approval to the engineer.

The TCM shall have access to direct all equipment, materials, and manpower needed to install and maintain traffic control and handle traffic related situations and coordinate for the completion of the items in this contract.

The TCM shall be available within 30 minutes after notification of an emergency, prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangement. Where reasonable to expect potential problems, emergency plans shall be prepared in advance.

The TCM shall maintain a daily diary and document the design and approval of all work zones and any changes in configuration to an established work zone, and direction from coordinating with the Prime Contractor. The TCM shall make daily entries in the diary of all traffic control pay items, personnel used in traffic control operations and unusual occurrences involving the traveling public. A copy of the day's diary entries shall be submitted to the Engineer by 10:00 am the following workday.

Each daily record provided by the TCM will count as a single day of TCM to be measured for payment. Daily records shall be prepared and certified by the TCM and approved.

9. Work Zone Operation with Multiple Lane Closures at The Time of the Crash

On August 17, 2018, NTSB staff met with ITD, Penhall, and Specialty Construction Supply to try and determine why the special provisions of the contract requiring two of the four eastbound I-84 lanes to remain open was not followed. Mason Garling, the traffic control supervisor for Specialty Construction Supply, stated that when they began the final stage of the construction to replace the pavement seals in the I-84 eastbound lanes on Thursday June 14, 2018, that he was told by Penhall to use the same three-lane closure that he had previously used in the westbound lanes in September and October of 2017. Bruce Kidd, the superintendent for Penhall indicated that in the second pre-construction conference on May 31, 2018, he had brought this matter up to Byron Breen, the ITD Resident Engineer. Byron Breen indicated the conversation did occur but that no minutes were recorded of the meeting and he could not remember the exact details of the conversation. He later related that he had specifically told Penhall that a written request to change the plan had to be submitted. He added that no written request to change the traffic control plan was ever submitted as required.

The work zone construction diaries by ITD provided the following information:

1. Blaine Schwendiman, the ITD work zone inspector noted that he drove through the TTC and verified that it appeared to be in place correctly. (Thursday June 14, 2018)
2. Schwendiman noted that traffic appeared to have merge hesitations and had issues the first few hours, but after 12:00 am traffic volumes reduced and flowed without interruption.
3. On Friday June 15, only two lanes were closed, and no traffic problems were noted.
4. On Saturday night June 16, the night of the accident, Schwendiman noted that TTC set-up began about 9:30 pm and three lanes were again closed to remove/replace seals in the pavement. He indicated he drove through the Temporary Traffic Control (TTC) and it appeared to be set up correctly with three arrow boards. He indicated that traffic

had issues with the lane closure merges and there was a lot of stop and go traffic happening. About 11:30 pm the accident occurred.

5. Traffic Control Maintenance Diaries by the Traffic Control Manager and his staff showed that a change to close three lanes was made by Penhall. The daily record was never questioned to determine if ITD had approved the change. The diaries show that three lanes were closed on the following dates:

June 10-12

June 15-16

At the time of the accident Diamond Drilling and Sawing, a sub-contractor to Penhall company was working in the eastbound lanes and Penhall company was working in the westbound lanes. Temporary Traffic Control was provided by Specialty construction Supply Company. The impact occurred in lane number 3 with lane 4 as the right-hand lane. Lanes 1-3 were closed ahead, and only lane 4 was open after the merges were complete.

At the request of the NTSB ITD obtained information about the traffic demand on I-84 in the one-hour period before the accident from 10:30 pm until 11:30 pm. ITD indicated that traffic was comprised of 1,277 vehicles in all lanes in the hour before the crash. Using the Highway Capacity Manual (HCM-2010) approach, the total was multiplied by a factor of 1.048 to convert the estimated truck traffic into passenger vehicle equivalents. This yielded a traffic demand of 1,338 passenger vehicle equivalents per lane per hour (PVE/PL/PH). These numbers indicate that theoretically with only one lane open the roadway was at 92 percent capacity based on the estimated capacity of 1,450 PVE/PL/PH determined by Parametrix, using procedures found in HCM 2010.¹² Figures 3 and 4 below show excerpts from the Automatic Traffic Recorder that detail the volumes and speeds in the time preceding the crash.

¹² See Highway Attachment, ITD June 2018 email detailing roadway demand capacity ratios and Automatic Traffic Recorder (ATR) Counts

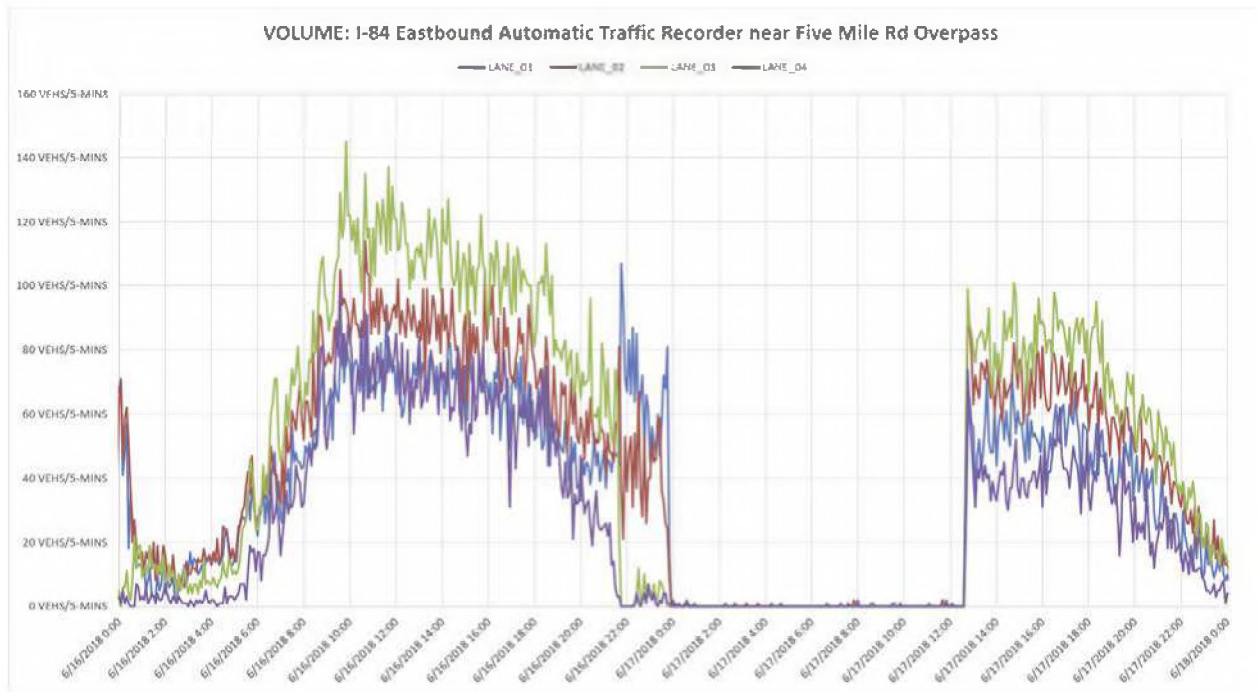


Figure 3 Showing details from the ATR on the traffic volumes

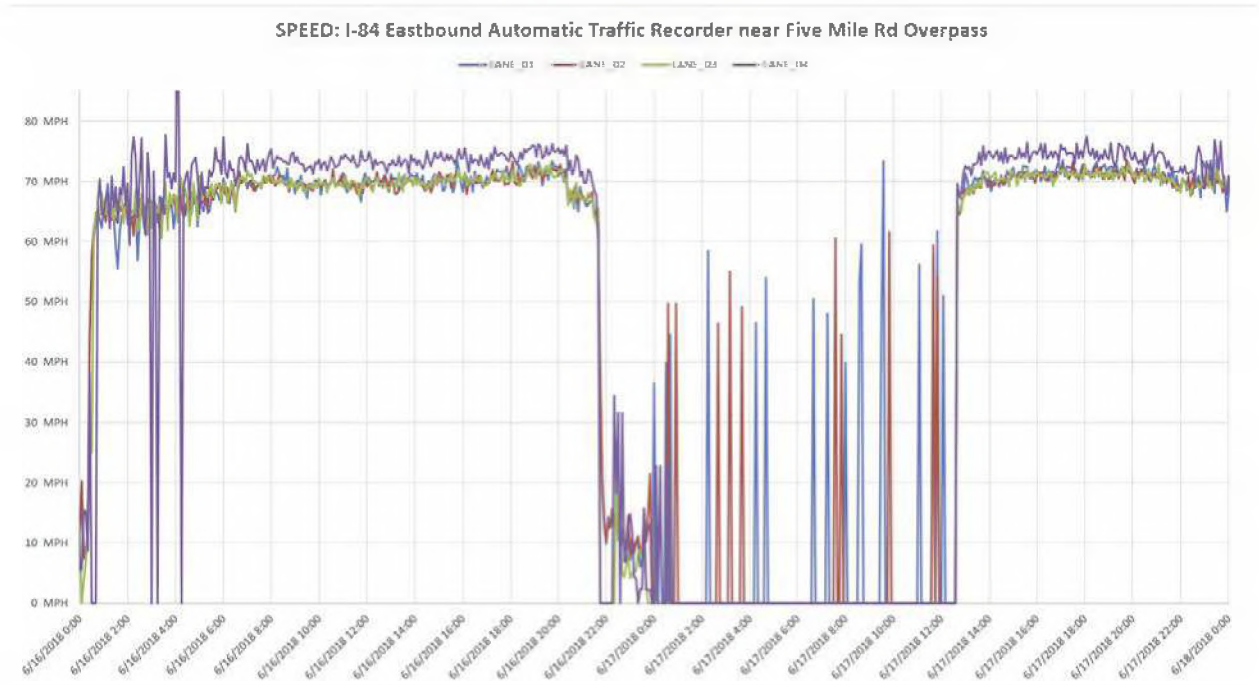


Figure 4 Showing traffic speeds before the crash

10. Work Zone Traffic Control Devices

Six work zone and accident site detail sheets were prepared by ITD from measurements supplied by the Idaho State Police, Specialty Construction Supply Company, and ITD measurements.¹³ See figures 5 and 6 for graphics of the work zone traffic control. The figures indicate the following dimensional information:

1. The distance from the Portable changeable Message Sign (PCMS), which was the first traffic control device in the work zone, to the impact area was approximately .859 miles or 4,535 feet.
2. The distance from the Road Work Ahead Sign (MUTCD designation 20-1 at MP 46.304 to the impact area at MP 47.007 was ,703 miles or 3,711 feet.
3. Next there were warning signs to let motorist know the speed limit changed to 55 mph ahead.

¹³ See Highway Attachment, ITD Detail Drawings of Work Zone Advance Warning Area, Transition Area with Work Area and Accident Site

4. The regulatory speed reduction to 55 mph was at MP 46.885, .122 miles or 644 feet from the impact area where the traffic was stopped.

5. The first signs warning that the “Three left Lanes Closed Ahead”, were at MP 47.073 or 349 feet past where the impact occurred.

6. The next warning signs were located 980 feet past the “Three Left Lanes closed Ahead”. They were 48-inch square W4-2 signs warning that the lane was closing.

7. 1,000 feet after that the first arrow board and taper began. The first taper closing the left-hand or number 1 lanes was 900 feet long. (minimum distance required is 660 feet or 12 feet wide lane by 55 mph speed zone = 660 feet.

8. At the end of the taper was another 1000-foot-long break with lane reduction warnings signs (W4-2) followed by another arrow board and 650-foot-long taper.

9. After the number 2 lane was closed there was another 1000-foot-long break with W4-2 signs warning of another lane reduction that was followed by another arrow board and 650-foot-long taper.

10. After the number two lanes was closed there were orange drums at 55-foot intervals keeping traffic in the right-hand lane.

11. The one-mile long work area began 800 feet after the three left hand lanes were closed.

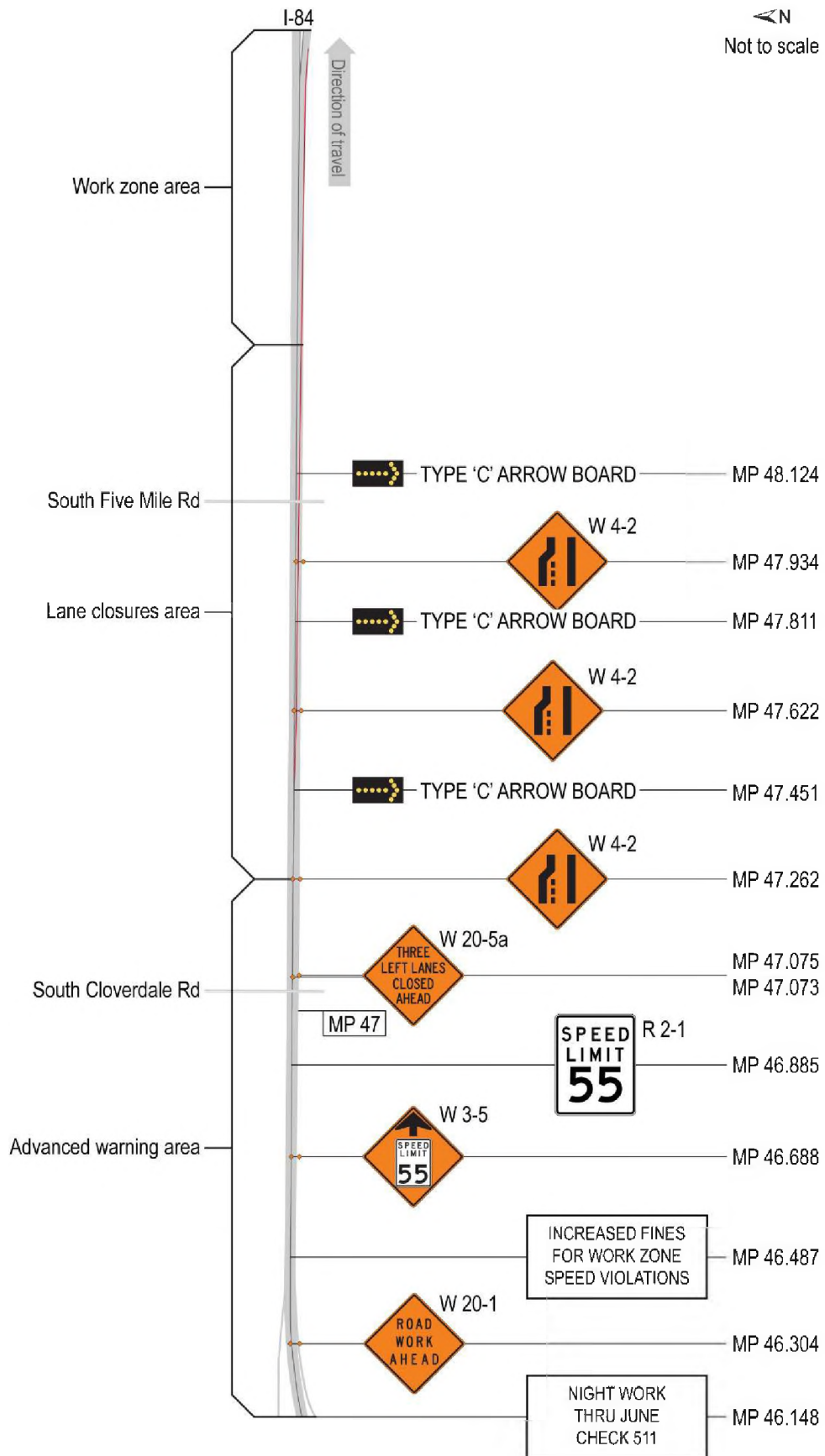


Figure 5 Work Zone Warning Signs Before the Crash location at Cloverdale Road Overpass at Milepost 47.007

I-84 Eastbound

⬅ N
Not to scale

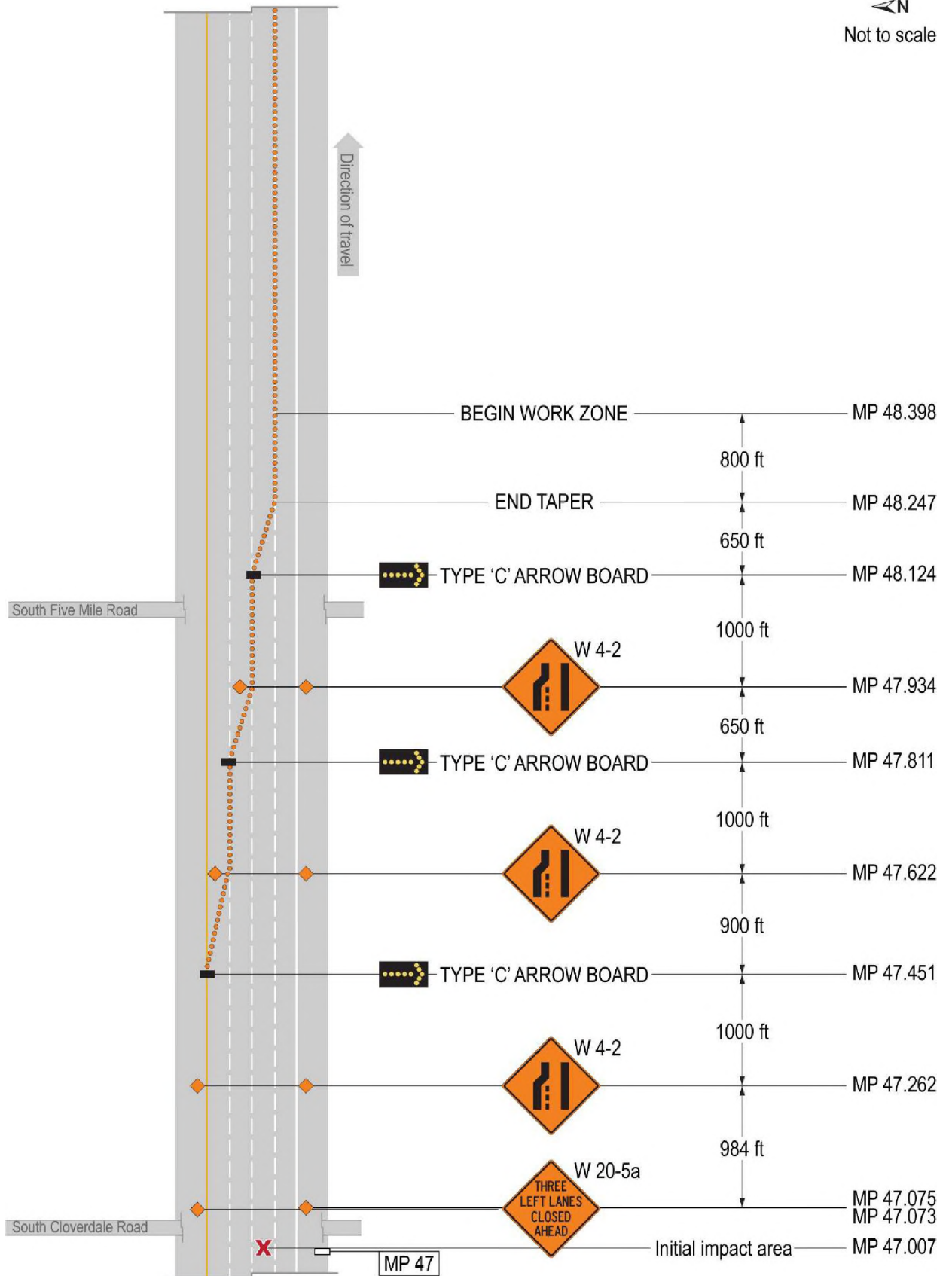


Figure 6- Transition area after the Impact Area

11. MUTCD Work Zone Traffic Control Device Guidance

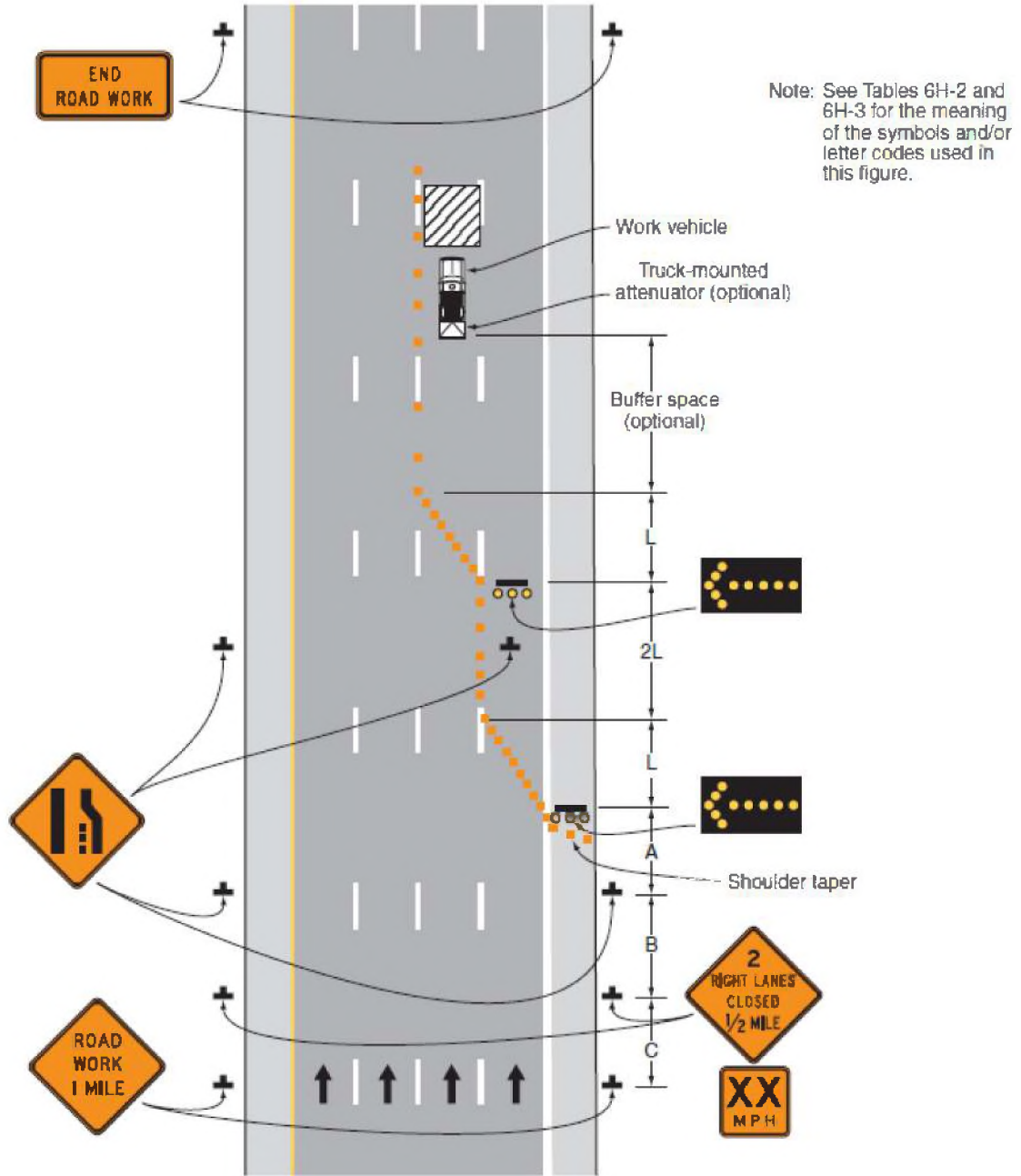
Section 6C.04, Advance Warning Area in the FHWA Manual Uniform Traffic Control Devices (MUTCD), provides guidance on sign placement for advance warning before a Temporary Traffic Control Zone. The guidance indicates that typical distances for placement of advance warning signs on freeways and expressways should be longer because drivers are conditioned to uninterrupted flow. “Therefore, the advance warning sign placement should extend on these facilities as far as ½ mile or more.” In this work zone accident, the ITD warning signs from the initial PCMS sign to the end of the third taper were 2.1 miles. The distance from the beginning of the first taper back to the PCMS was 1.3 miles.

The transition area of a temporary traffic control zone is that section of highway where road users are redirected out of their normal path. Transition areas normally involve the use of tapers. Tapers are created by using a series of channelization devices or pavement markings to move traffic out of the normal path. The appropriate taper length is should be determined using the criteria shown in MUTCD table 6C-3 and 6C-4. Table 6C-4 provides formulas for determining taper length. In a speed zone of 45 mph or greater the length of the taper is expressed by $L=WS$ where L is the taper length and W is the width of the offset and S is the posted speed limit or the anticipated operation speed. This expression indicates that the minimum taper length should have been 660 feet for channeling traffic out of a 12-foot-wide lane in the 55-mph work zone. However, in this accident the initial 900-foot taper length exceeded this minimum requirement. The second and third tapers met the minimum required taper length.

The Federal Highway Administration (FHWA) and the American Traffic Safety Services Association, (ATSSA) recommend using longer tapers to help smooth traffic flow at merge locations.¹⁴

Section 6G.14 of the 2009 MUTCD, “Work Within the Traveled Way of a Freeway or Expressway”, addresses lane closures and multiple lane closures on high-speed freeways and expressways. The standard requires that an arrow board shall be used when a freeway lane is closed. Also, when more than one lane is closed, a separate arrow board shall be used for each closed lane. Examples of proper placement of traffic control devices are given in Typical Application (TA 37). Comparison of TA 37 in the MUTCD and the Standard Drawing for a multiple right lane closure for the NJTA (Traffic Protection (TP3) showed that the NJTA complied with and exceeded the MUTCD standards and guidance for color, sign wording, retro- reflectivity, dimensions, advance warning and placement. See figure 7 for MUTCD TA-37.

¹⁴ Treating Potential Back-of-Queue Safety Hazards, American Traffic Safety Services Association, FHWA Grant No.DTFH61-06-G00004



Typical Application 37

Figure 7 MUTCD Typical Application 37 for Freeway Multiple Lane Closures

Section 6G.19 of the MUTCD provides for special consideration of temporary traffic control during nighttime hours. The following guidance is provided:

“Considering the safety issues inherent to night work, consideration should be given to enhancing traffic controls (see Section 6G.04) to provide added visibility and driver guidance, and increased protection for workers.”

Section 6G04, Modifications to Fulfill Special Needs, provides guidance on devices that may be added to supplement the devices provided in typical applications. “When conditions are more complex, typical applications should be modified by giving particular attention to the provisions set forth in Chapter 6B¹⁵ and by incorporating appropriate devices and practices from the following list:”

Additional Devices

1. Signs
 2. Arrow Boards
 3. More channelizing devices at closer spacing
 4. Temporary raised pavement markers
 5. High-level warning devices
 6. Portable changeable message signs
 7. Temporary traffic control signals
 8. Temporary traffic barriers
 9. Crash cushions
 10. Screens
 11. Rumble strips
 12. More delineation
- B. Upgrading of devices:
1. A full complement of standard pavement markings

¹⁵ Section 6B.01 provides detailed information about the seven fundamental principles of temporary traffic control pages 549-550, 2009 edition Manual on Uniform Traffic Control Devices for Streets and Highways

2. Brighter and/or wider pavement markings
 3. Larger and/or brighter signs
 4. Channelizing devices with greater conspicuity
 5. Temporary traffic control barriers instead of channelizing devices
- C. Improved geometrics at detours or crossovers
- D. Increased distances

In this accident, a stop and go queue developed and extended from the end of the third taper back to MP 47.007, a distance of 1.24 miles or approximately 6547 feet.

12. Research Related to the Scope of Work Zone Accidents

FHWA amended 23 CFR Part 630 subpart J in 2004 with a requirement for the states to institute the changes by 2007. Therefore, accident statistics for the six-year-period 2007-2012 were listed to look at the general scope of the problem, then the problem of truck accidents in work zones will be highlighted by showing a list of fatal truck crashes in work zones, and then a listing of fatal accidents in work zones for the 50 states will be provided. First, a list of work zone fatalities that occurred in the previous six-year-period will be shown listing the numbers for the years 2001-2006.¹⁶

2001- 1,026 work zone fatalities

2002 – 1,186 work zone fatalities

2003 – 1,095 work zone fatalities

2004 – 1,063 work zone fatalities

2005 – 1,058 work zone fatalities

2006 – 1,004 work zone fatalities

The following list provides the number of fatalities from motor vehicle crashes in work zones for each of the years 2007-2012, which includes all types of vehicles.

2007 – 831

¹⁶ All data was sourced from www.workzonesafety.org/crash_data/workzone-fatalities accessed on December 16, 2014

2008 – 716

2009 – 680

2010 – 586

2011 – 590

2012 – 609

The next list shows the number of large trucks involved in fatal and injury work zone crashes for the period 2003-2007.¹⁷

2003 – 196 fatal work zone crashes, 2003 – 3,000 injury work zone crashes

2004 – 225 fatal work zone crashes, 2004 – 4,000 injury work zone crashes

2005 – 235 fatal work zone crashes, 2005 – 4,000 injury work zone crashes

2006 – 216 fatal work zone crashes, 2006 – 2,000 injury work zone crashes

2007 – 174 fatal work zone crashes, 2007 – 2,000 injury work zone crashes

Additional research showed that on average there were 213 fatalities per year for the period 1996-2000 that involved heavy trucks in work zones. Twenty-four percent of work zone fatalities that occurred in 2000 involved large trucks in the crash (264 out of 1,093). In 1999, 868 fatalities resulted from motor vehicle crashes in work zones. Twenty six percent of these fatalities resulted from crashes involving large trucks. In November 2014, the Federal Motor Carrier Safety Administration (FMCSA) published more recent data regarding heavy trucks in fatal work zone crashes.¹⁸ The analysis of FARS Data indicated that 23.6 percent of fatal work zone crashes for the five-year-period 2008-2012 involved at least one heavy truck. Other highlights of the study showed that large truck fatal crashes in work zones are more like to involve three or more vehicles. In 2012, 32.6 percent of large truck fatal crashes in work zones involved three or more vehicles, while 16.0 percent of fatal large truck crashes in general involved three or more vehicles. Another highlighted fact in the report showed that the majority of large truck fatal crashes in work zones involved large trucks in transport, and most are rear-ended. In 2012, 56.2 percent of large trucks in work zone fatal crashes were rear-ended.

Statistics on fatal work zone crashes between 2013 and 2017 showed that heavy trucks were involved in 29 percent of fatal work zone crashes.¹⁹

¹⁷ Large Truck and Bus Crash Facts 2007, Federal Motor Carrier Safety Administration

¹⁸ Analysis Brief, “Work Zone Fatal Crashes Involving Large Trucks, 2012”, Federal Motor Carrier Safety Administration, Washington, D.C. November 2014

¹⁹ NHTSA and FMCSA Trucks and Bus Fact Books 2013-2017

13. Scene Information

There were tire friction marks and scrapes on the pavement leading from the initial impact between the 2019 Volvo truck tractor semi-trailer combination unit and the 2009 Jeep Wrangler and 2003 Volvo Truck tractor semi-trailer combination unit. Both combination unit were fully loaded with produce. The Jeep was pushed from a stopped position in the number 2 lane approximately 184.8 feet from impact to final rest position.

E. DOCKET MATERIAL

The following attachments and photographs are included in the docket for this investigation:

LIST OF ATTACHMENTS

Highway Attachment – Engineering and Traffic Study for I-84 from MP 24.24 to MP 59.0,

February 1, 2018

Highway Attachment – ITD Work Zone Construction Diaries and TCM Diaries

Highway Attachment – ITD Work Zone Safety and Mobility Guidebook

Highway Attachment – Temporary Traffic Control Plan, Standard Specifications for Maintenance of Traffic, and Special Contract Provisions

Highway Attachment – Traffic Control Design e-mail from March 7, 2017 Detailing Rationale for Estimating Lane Capacity and the Requirement to Maintain Two Lanes Open in 4-lane Sections of I-84

Highway Attachment – Pre-Construction Conference Agenda with Sign-in Sheets and Minutes Recorded on MP-4 Audio

Highway Attachment – ITD June 2018 e-mail Detailing Roadway Demand-Capacity Ratios and Automatic Traffic Recorder Volumes

Highway Attachment – ITD Detail Sheets of Work Zone Advance Warning, Transition Area with Work Area, and Crash Site Detail

LIST OF PHOTOGRAPHS

Highway Photo 1 - View of Eastbound I-84 with wreckage behind the tow truck in the number 2 lane where the impact occurred. **Highway photos 1-8 are provided courtesy of the Idaho State Police**

Highway Photo 2 - Eastbound view of produce from both semi-trailers spilled in the impact lane.

Highway Photo 3 – Additional view of cargo spilled in the impact lane with a view of the damage to the striking semi-trailer.

Highway Photo 4 – View of extensive crushing damage to the red Jeep Wrangler

Highway Photo 5 – Right side view showing the extensive rear and front crushing damage to the Jeep.

Highway Photo 6 – Closer view of the frontal damage to the Jeep

Highway Photo 7 – View of extensive frontal crush to the 2019 Volvo truck tractor

Highway Photo 8 – View of the truck tractor and Jeep after they were pulled apart by tow trucks.

Highway Photo 9 – View of tire friction marks and scrape marks in the number 2 lane. Also note the damage to the bottom of the overhead sign. Photos were taken from the Cloverdale Road overpass

Highway Photo 10 – Additional view of tire marks and scrapes in the impact lane.

Highway Photo 11 – View of tire marks and pavement scrapes leading to a burned area on the concrete impact lane.

Highway Photo 12 – Additional view looking west in the I-84 eastbound lanes from the Cloverdale overpass. Tire marks and scrapes begin west of the shadow on the pavement formed by the sunlight on the overhead highway sign.

Highway Photo 13 - Eastbound view of I-84 looking east from the Cloverdale overpass. The two, “Left Three Lanes Closed” signs are visible on the shoulders of the highway.

END OF REPORT

David S. Rayburn
Senior Highway Accident Investigator (Highway Factors)

EXHIBIT 2



**NATIONAL TRANSPORTATION SAFETY BOARD
OFFICE OF HIGHWAY SAFETY
WASHINGTON, D.C.**

**MOTOR CARRIER FACTORS GROUP CHAIRMAN'S
FACTUAL REPORT**

A. CRASH INFORMATION

Location: Eastbound Interstate 84 (I-84) near mile post 47, in Boise, Ada County, Idaho

Vehicle #1: 2019 Volvo truck in combination with a 2015 Great Dane semi-trailer

Operator #1: Krujex Freight Transport Corporation

Vehicle #2: 2009 Jeep Wrangler, private operator

Vehicle #3: 2003 Volvo truck in combination with a 2008 Great Dane semi-trailer

Operator #3: Zhuk Express LLC

Vehicle #4: 2010 Ford Focus, private operator

Vehicle #5: 2014 Ford F-150, private operator

Vehicle #6: 2006 Ford Fusion, private operator

Vehicle #7: 2015 Ford Escape, private operator

Date: June 16, 2018

Time: Approximately 11:32 p.m. Mountain Time (MT)

Fatalities: 2 Jeep Passengers, 1 Jeep Driver and 1 2019 Volvo Driver

NTSB #: **HWY18FH015**

B. MOTOR CARRIER FACTORS GROUP

Shawn Currie, Motor Carrier Factors Investigator, Group Chairman
NTSB - Office of Highway Safety
490 L'Enfant Plaza East, S.W., Washington, DC 20594

Michael LaPonte, Motor Carrier Factors Investigator, Group Co-Chair
NTSB - Office of Highway Safety
490 L'Enfant Plaza East, S.W., Washington, DC 20594

Jesse Avery, Commercial Vehicle Safety Specialist, Group Member
Idaho State Police
700 S Stratford Drive
Meridian, ID 83643

Chad Lagerway, Safety Investigator, Group Member
Federal Motor Carrier Safety Administration
724 Columbia Street NW, Suite 200
Olympia, WA 98501

Richard Norton, Safety Investigator, Group Member
Federal Motor Carrier Safety Administration
530 Center Street NE, Suite 440
Salem, OR 97301

C. CRASH SUMMARY

For a summary of the crash, refer to the *Crash Summary Report* in the docket for this investigation.

D. DETAILS OF THE MOTOR CARRIER FACTORS INVESTIGATION

This investigative report addresses the motor carrier history and operations of the two commercial vehicles involved in this crash, a 2019 Volvo, leased and operated by Krujex Freight Transport Company of Gresham, Oregon and a 2003 Volvo owned and operated by Zhuk Express LLC of Vancouver, Washington. This report also details the employment history of the drivers of both vehicles, safety culture and regulatory oversight of both motor carriers' operations.

1. Krujex Freight Transportation Company's History and Operations

The first motor carrier involved in this crash was Krujex Freight Transport Company (Krujex). According to the Federal Motor Carrier Safety Administration (FMCSA) Motor Carrier Management Information System (MCMIS), the carrier was issued United States Department of Transportation (USDOT) number 2314662. The carrier was registered as an Interstate "For-Hire" motor carrier with a primary place of business in Gresham, Oregon. The carrier had an active operating authority and had been issued Motor Carrier (MC) # 790202. Krujex was a "for-hire" carrier of freight. Per the carrier's latest MCS-150¹, the carrier stated they had two straight trucks, two truck-tractors and two semi-trailers and one driver in its employ². During this investigation, it was discovered Krujex operated four truck tractors and employed four drivers. Krujex's business is primarily transporting produce from Washington state.

Krujex began operations in 2012 and the company was gifted to the current owner in 2015. The carrier's structure is the President and one bookkeeper who work in the office and four truck drivers.

¹ Motor Carrier Identification Report

² MCS -150 dated April 20, 2017, see Motor Carrier Factors Attachment – MCS-150 Krujex

1.1. Driver Hiring Process

Krujex's owner was interviewed and asked to relate the carrier's hiring process for drivers. The owner stated they did not advertise openings and that drivers were referred by "word of mouth". Once a perspective employee was interested in a position, the person would fill out an application. That application would be reviewed. The owner preferred applicants with 2-3 years commercial driving experience and no controlled substance or alcohol issues. The applicant would then be screened by Krujex's insurance carrier to ensure they were insurable. If the candidate was approved by the insurance company, they were then subject to a pre-employment-controlled substance and alcohol test. Upon receipt of a negative test result, the driver was given a road test and then became an employed driver.

During the interview, the owner was asked to further describe the hiring process for the driver involved in this crash. He stated the driver was hired on May 21, 2018 and began driving for Krujex on the 22nd. He stated the driver had not filled out an application and did not go through the normal process described earlier as the driver had worked for the company before. The driver was screened by the insurance company and provided a pre-employment-controlled substance and alcohol test. The driver had previously been employed by Krujex, so the owner did not use the steps he had described, he only had the driver take a pre-employment-controlled substance and alcohol test and vetted the driver with the insurance company.

1.2. Carrier's Safety Culture

Krujex's owner was also asked about any written policies dealing with safety or discipline. The owner stated that other than the controlled substance and alcohol policy that was regulatorily required by the FMCSA, the carrier had no written policies. The owner stated he relied upon the drivers to know what was and was not against the rules and regulations. The owner stated that since 2015 he had not disciplined a driver for any reason.

1.3. FMCSA Oversight

1.3.1. CSA and SMS

In 2010, the FMCSA introduced the Compliance, Safety, Accountability (CSA) system as an initiative to improve large truck and bus safety and ultimately reduce crashes, injuries, and fatalities that are related to CMVs. It introduced a new enforcement and compliance model that allows the FMCSA and its state partners to contact a larger number of carriers earlier to address safety problems before crashes occur. Along with CSA, the FMCSA also rolled out a new operational model called the Safety Measurement System (SMS), which replaced its predecessor, known as the SAFESTAT model. SMS uses a motor carrier's data from roadside inspections, (including all safety-based violations), state-reported crashes, and the Federal Motor Carrier Census to quantify performance in the following Behavior Analysis and Safety Improvement Categories (BASICS).

1.3.2. CSA BASICS³

- **Unsafe Driving** — Operation of CMVs by drivers in a dangerous or careless manner. *Example violations:* Speeding, reckless driving, improper lane change, and inattention. (FMCSR Parts 392 and 397)
- **Hours-of-Service (HOS) Compliance** — Operation of CMVs by drivers who are ill, fatigued, or in non-compliance with the HOS regulations. This BASIC includes violations of regulations pertaining to records of duty status (RODS) as they relate to HOS requirements and the management of CMV driver fatigue. *Example violations:* false HOS RODS, and operating a CMV while ill or fatigued. (FMCSR Parts 392 and 395)
- **Driver Fitness** — Operation of CMVs by drivers who are unfit to operate a CMV due to lack of training, experience, or medical qualifications. *Example violations:* Failure to have a valid and appropriate commercial driver's license (CDL) and being medically unqualified to operate a CMV. (FMCSR Parts 383 and 391)
- **Controlled Substances and Alcohol** — Operation of CMVs by drivers who are impaired due to alcohol, illegal drugs, and misuse of prescription or over-the-counter medications. *Example violations:* Use or possession of controlled substances/alcohol. (FMCSR Parts 382 and 392)
- **Vehicle Maintenance** — Failure to properly maintain a CMV and/or properly prevent shifting loads. *Example violations:* Brakes, lights, and other mechanical defects, failure to make required repairs, and improper load securement. (FMCSR Parts 392, 393, and 396)
- **Hazardous Materials (HM) Compliance** — Unsafe handling of HM on a CMV. *Example violations:* Release of HM from package, no shipping papers (carrier), and no placards/markings when required. (FMCSR Part 397 and Hazardous Materials Regulations Parts 171, 172, 173, 177, 178, 179, and 180)
- **Crash Indicator** — Histories or patterns of high crash involvement, including frequency and severity based on information from state-reported crashes

A carrier's measurement for each BASIC depends on the following:

- The number of adverse safety events (violations related to that BASIC or crashes).
- The severity of violations or crashes.
- When the adverse safety events occurred (more recent events are weighted more heavily).

³ CSA Methodology retrieved from www.fmcsa.dot.gov

After a measurement is determined, the carrier is then placed in a peer group (i.e., other carriers with similar numbers of inspections and carrier size). Percentiles from 0 to 100 are then determined by comparing the BASIC measurements of the carrier to the measurements of other carriers in the peer group. A percentile of “100” indicates the worst performance.

The FMCSA established threshold levels that would require agency action. Unsafe Driving, HOS, and Crash BASICs were set at lower thresholds because of their inherent risk. Additionally, passenger and hazmat carriers have lower thresholds than all other carriers because of their inherent risk. **Table 1** represents the thresholds set by the FMCSA that help prioritize agency intervention and resource management.⁴

Table 1. BASIC thresholds.⁵

BASIC	Passenger Carrier	HM Carrier	All Other Motor Carriers
Unsafe Driving, HOS, Crash	50%	60%	65%
Driver Fitness, Drug & Alcohol, Maintenance	65%	75%	80%
Hazardous Materials	80%	80%	80%

On a carrier’s SMS profile, which is publicly available on the SAFER website for only passenger carriers, an alert symbol is displayed in any designated BASIC where the carrier has exceeded the corresponding threshold.⁶ This is also referred to as having an “alert” in a BASIC. At the time of the crash, the carrier displayed no alerts. The SMS profile also shows that at the time of the crash, the carrier’s vehicle out of service rate was 20 percent. The carrier’s driver out of service rate was 16.7 percent, compared to the national average of 20.7 percent and 5.5 percent respectively. This information was based upon roadside inspection data discussed below.

Since obtaining its USDOT number in 2012, the carrier has not had a compliance review (CR) prior to the crash. There are two types of CR’s. A focused CR is used when two or fewer BASICs have exceeded their thresholds or when only certain portions of the Code of Federal Regulations (CFR’s) relate to the carrier’s operations. A focused CR normally does not result in a safety rating and is classified as “non-rated” when completed, however it may result in an adverse safety rating (conditional or unsatisfactory)⁷. A comprehensive CR is used when three or more BASICs have exceeded their thresholds. A comprehensive CR may also be used if the carrier was involved in a crash or there has been a complaint made. A comprehensive CR addresses all aspects

⁴Retrieved from www.fmcsa.dot.gov

⁵Retrieved from <http://csa.fmcsa.dot.gov/FAQs.aspx>.

⁶FMCSA BASIC information publicly available for Passenger and Hazardous Material carriers only. See additional information at the FMCSA Safer website: <http://safer.fmcsa.dot.gov/CompanySnapshot.aspx>.

⁷ Safety rating or rating means a rating of “satisfactory”, “conditional”, or “unsatisfactory” using the factors prescribed in 49CFR385.7 as computed under the Safety Fitness Methodology. **Safety Ratings:** (1) **Satisfactory** means a motor carrier has in place, functioning safety management controls to meet the safety fitness standards prescribed in 49CFR385.5. (2) **Conditional** means a motor carrier does not have adequate safety management controls in place to ensure compliance with the safety fitness standards that could result in occurrences listed in §385.5 (a) through (k). (3) **Unsatisfactory** means a motor carrier does not have adequate safety management controls in place to ensure compliance with the safety fitness standard which has resulted in occurrences listed in §385.5 (a) through (k). (4) **Unrated** means that a safety rating has not been assigned to the motor carrier by FMCSA.

of the carrier's operation and normally results in a safety rating. The safety rating is determined by FMCSA using safety rating methodology outlined in 49CFR385.5 which evaluates patterns of critical and acute violations⁸.

A comprehensive post-crash compliance review⁹ was conducted by FMCSA. As a result, the following violations were noted:

Driver qualification files violations

- Using drivers who have not completed an application
- Failing to conduct driver record inquiries
- Failing to maintain a copy of the driver's medical certificate

Hours of service violations

- Not installing an electronic logging device when required
- False records of duty status
- Failing to preserve driver's record of duty status for six months

Controlled substance and alcohol testing violations

- Failure to ensure drivers are tested within the selection period
- Failure to maintain records for 5 years
- Failure to provide educational materials explain the requirements of part 382.

Miscellaneous violations

- Failure to keep an accident register
- Using a driver not medically examined or certified
- Numerous inspection and maintenance record keeping issues

⁸ Acute violations are those identified where non-compliance is so severe as to require immediate corrective action by the motor carrier regardless of the overall safety posture of the carrier. Critical violations relate to management and/or operational controls that show a pattern of non-compliance. A list of acute and critical violations is listed in Appendix B of 49CFR385.

⁹ See Motor Carrier Factors Attachment – Krujex post-crash CR

As a result of this CR, the FMCSA proposed an unsatisfactory rating on July 19, 2018 for Krujex. On August 21, 2018, the carrier submitted a request and was granted an upgrade to a conditional rating after providing a corrective action plan.

1.4. Roadside Inspections

According to the MCMIS carrier profile, Krujex had 8 roadside inspections between November 5, 2017 and May 22, 2018.¹⁰ As a result of these inspections no drivers were placed out-of-service (OOS) and 1 vehicle was placed OOS. The vehicle (not the 2019 Volvo) was placed out of service due to a brake hose that had a hole worn through it. The MCMIS profile also indicated the carrier had no prior DOT reportable¹¹ crashes.

1.5. Controlled Substance and Alcohol Testing Program

Under 49 CFR 382.305, motor carriers are required to randomly test all subject drivers to random drug and alcohol testing. The carrier had met the testing requirements for the motorcoach driver involved in the crash. A post-crash toxicology test was performed and was negative for tested drugs and alcohol, for further information refer to the *Medical Factual Report*.

As cited in the post-crash compliance review, Krujex's controlled substance and alcohol testing program had several issues. Krujex had failed to have a random testing done in the required period. Krujex also had failed to provide employees with a copy of the written policy on misuse of alcohol and controlled substances.

1.6. Hours of Service/Electronic Logging Device

As of December 18, 2017, 49 CFR 395¹² required carriers to install and maintain an Electronic Logging Device (ELD) to track the driver's hours of service. An ELD is a device or technology that automatically records a driver's driving time and facilitates the accurate recording of the driver's hours of service. There are certain parameters that would allow carriers to be exempt from the ELD requirements. These parameters include operating a commercial vehicle in a manner requiring completion of a record of duty status on not more than 8 days within any 30-day period; in a driveaway-towaway operation in which the vehicle being driven is part of the shipment being delivered; in a driveaway-towaway operation in which the vehicle being transported is a motor home or a recreation vehicle trailer; or in a commercial vehicle manufactured before model year 2000.

Neither the 2019 Volvo operated by Krujex or the schedule of its driver met any of those parameters and both were required to utilize an ELD to track the driver's hours of service. When investigators interviewed the owner, he stated that the carrier did not have an ELD for the 2019 Volvo. The owner further stated the driver was to have supplied his own ELD, but it was not

¹⁰ Motor Carrier Factors Attachment - Krujex MCMIS Profile (excerpts),

¹¹ 49CFR390.5 defines a reportable crash as any CMV crash resulting in a fatality, injury or tow away due to disabling damage

¹² <https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&ty=HTML&h=L&mc=true&=PART&n=pt49.5.395>

working properly, and the driver had been utilizing paper logs to track his hours. This practice as described was not permitted under Part 395.

Investigators determined, TEC leasing¹³ had installed an ELD¹⁴ in the 2019 Volvo as part of its initial maintenance, prior to the delivery to Krujex, by examining records provided by the leasing company. The carrier stated they were unaware of the ELD being installed and available. Investigators determined the ELD was functional by examining data from the day the carrier took delivery until shortly after the crash. Investigators were able to obtain detailed records from the leasing company¹⁵.

1.7. Agricultural 150-Air Mile Exemption

Current FMCSA guidance allows drivers to utilize an exemption when traveling to or from the source of agricultural products, better defines what is considered “the source”, and clarifies that drivers may use the exemption during the first 150 air-miles (172 statute or “road” miles) of a trip that delivers outside of the 150 air-mile radius.

This exception applies to transportation during the initial 150 air-miles from the source of the commodity, regardless of the driving distance or time required to travel to or from the destination.

Once a driver operates beyond the 150 air-mile radius of the source, 49 CFR Part 395 (hours of service) applies. The driver would then be subject to the limits under the hours-of-service rules and must record those hours. Once the hours-of-service rules begin to apply on a given trip, they continue to apply for the duration of that trip, until the driver crosses back into the area within 150 air-miles of the original source of the commodities or source of other agricultural commodities.

The guidance does not change the requirement for agricultural commodity haulers to be subject to the hours-of-service regulations and the electronic logging requirements when outside of the 150 air-mile radius. An electronic logging device (ELD), or automatic onboard recording device (AOBRD) until December 16, 2019, is required to log when hauling agricultural commodities outside of the 150 air-mile radius if the driver has logged more than 8 times in any rolling 30-day period.

Krujex was transporting a load of apples from Yakima, Washington to Methuen, Massachusetts. Apples are classified as an agricultural commodity¹⁶. By hauling an agricultural commodity, Krujex and its driver were allowed the 150 air-mile exemption¹⁷ to the hours of service requirements described above. Basically, the driver was able to drive from Portland, Oregon to Yakima, Washington, load his vehicle and driver 150 air-miles from Yakima east without having to log his hours. **Figure 1** depicts the area covered by the 150 air-mile exemption. While operating within the 150 air-mile radius, time that would normally be recorded as on-duty or driving it is to

¹³ Owner of the 2019 Volvo leased to Krujex

¹⁴ Manufactured by GeoTab

¹⁵ See Appendix A

¹⁶ 49CFR395.2

¹⁷ <https://www.fmcsa.dot.gov/hours-service/elds/agricultural-exceptions-and-exemptions-fmcsa-safety>

be listed as off-duty as per FMCSA's guidance. This time not only does not count against the driver's hours of service but allows the driver to utilize this time as off-duty and extend the driver's hours of service beyond the normal property carrying hours allowed under §395.8. The 2019 Volvo driver's hours of service will be further discussed further in the Driver's Hours of Service section later in this report.

Figure 1 150 Air-Mile radius from Yakima, Washington



2. 2019 Volvo Driver

2.1. Driver's License History

The driver of the 2019 Volvo involved in this crash was a 42-year-old-male. At the time of the crash the driver held a valid New York Class A Commercial Driver's License (CDL) with an endorsement for double and triple trailers. The driver's New York CDL was due to expire in October 2021. There were no restrictions on the driver's CDL.

A Commercial Vehicle Driver's License Information System (CDLIS) check on the driver showed numerous convictions from 2009 to 2016 and several withdrawals from 2009 to 2017. **Table 2** shows a summary of the violations. The driver had been subject to two withdrawals from New York: one beginning February 1 and the other April 3, 2017. Both were reinstated on August 2, 2017. These withdrawals were for having 2 and 3 serious violations within 3 years, respectively.

Table 2. Summary of convictions

Date	State	Violation
June 3, 2009	Idaho	Driving while license suspended
January 31, 2012	Oregon	Driving while license suspended
January 12, 2015	Oregon	Failure to obey traffic signal
April 27, 2015	Colorado	Speeding
June 20, 2015	Washington	Speeding
October 20, 2015	Ohio	Failure to obey a barrier
April 21, 2016	California	Speeding
June 27, 2016	California	Improper HOV lane usage

2.2. Medical Certification

At the time of the crash, the driver held a valid two-year DOT medical certificate with an issue date of December 29, 2016 and an expiration date of December 12, 2018. There were no restrictions on the medical certificate.

Effective May 21, 2014, medical examiners conducting DOT medical examinations must be listed on the National Registry of Certified Medical Examiners.¹⁸ The driver's DOT medical certificate indicated National Registry number 2012278540, as the medical professional who performed the DOT physical. According to the FMCSA National Registry, this medical professional holds the proper certifications under the federal regulations.

¹⁸ 49CFR§391.42 Schedule for use of medical examiners listed on the National Registry of Certified Medical Examiners

2.3. Driver's Crash History

A review of the driver's CDLIS file shows no prior crashes listed. A search of FMCSA's database showed a prior crash on November 14, 2014 on I-84 in Idaho. Investigators obtained a copy of the crash. In the crash the driver was involved in a multi-vehicle collision on icy road conditions, Idaho State Police did not find the driver at fault.

2.4. Driver's Controlled Substance and Alcohol Testing

Investigators were able to obtain numerous records for the driver's-controlled substance and alcohol testing. Since March 6, 2009, the driver has had 10 pre-employment and 2 random tests. All had negative results. The latest test was a pre-employment test completed on May 4, 2018. **Table 3** provides a summary of the test and dates.

Table 3 Controlled substance and alcohol tests

Date	Type of test
May 4, 2018	Pre-employment
January 31, 2018	Pre-employment
January 29, 2018	Pre-employment
March 6, 2015	Pre-employment
April 3, 2014	Pre-employment
December 28, 2012	Pre-employment
October 12, 2012	Pre-employment
March 15, 2012	Pre-employment
September 13, 2011	Pre-employment
January 20, 2011	Pre-employment

March 3, 2010	Random
March 6, 2009	Random

2.5. Employment History

Developing a true history for the driver was difficult with the lack of application or ability to interview the driver. By utilizing previous inspection data obtained from FMCSA’s database, revealed the driver had been employed or leased to at least 6 carriers, including Krujex since November 14, 2014. **Table 4** is a summary of the previous inspections, listing dates, names and USDOT numbers of the inspections. The driver emigrated to the United States from the Ukraine in 2004. Investigators also determined that the driver had operated his own company, TIT Transportation, USDOT 1725754, from May 30, 2008 to 2015. This information was determined by a CR conducted by the Oregon Department of Transportation on March 24, 2015. As a result of that CR, the carrier was placed out of service for having an unsatisfactory safety rating. Numerous violations were cited during this CR to include operating with a suspended Oregon license on March 4, 2015, logbook issues and numerous record keeping violations.¹⁹

Table 4. Previous work experience from roadside inspections

DATE	CARRIER	USDOT
November 14, 2014	Gold Star Way LLC	2008402
October 3, 2015	Logic Inc	2638392
August 9, 2016	Gabriel Transport LLC	2493616
November 12, 2016	Dallas Logistics Inc	2352364
September 7, 2017	Orange Transportation Services Inc	1563493

¹⁹ See Motor Carrier Attachment – TIT Transportation CR

2.6. Driver's Hours of Service

The driver had been utilizing paper logbook pages to track his hours of service. Investigators were able to recover the log pages from the remnants of the 2019 Volvo's cab. There were two separate paper logbooks recovered. The first covered the periods from June 8th to June 16th. It showed the driver having June 8th to June 14th off-duty. The second group of logbook pages were from May 27th to June 11th. This logbook showed the driver driving for 11 hours on the 9th, 10th and 4 hours on the 11th. In addition, investigators were able to collect the historical data from the ELD. Data from the ELD was utilized as it presented not only a date and time but accurate location data. **Table 5** is a summary of the driver's hours of service for the previous 7 days as indicated by the ELD data.

Table 5. Driver's time driving by ELD data

Date	Source Document	Total Hours
June 16 2018	ELD Data	8.75 Hours
June 15, 2018	ELD Data	9.25 Hours
June 14, 2018	ELD Data	.25 Hours
June 13, 2018	ELD Data	None
June 12, 2018	ELD Data	4.75 Hours
June 11, 2018	ELD Data	7.5 Hours
June 10, 2018	ELD Data	10.75 Hours

Beginning on June 15, 2018 at 6:00am (all times are pacific) the driver started driving in Troutdale, Oregon. The driver travelled to Auburn, Washington and returned to Troutdale, Oregon at approximately 8:15pm. The distance of this trip was approximate 320 miles. The ELD shows several times where there was no movement of the truck, the longest was 2 hours in duration, the total time not moving was 6.75 hours with a total of 6.5 hours driving. After approximately an hour in Troutdale, the driver drove to Union Gap, Washington, 165 miles distance. The truck was stationary in Union Gap from 1:15am on June 16, 2018 to 7:15am. The truck then continued to Yakima, Washington where it was loaded with fruit leaving at approximately 9:00am. The truck then continued to the crash location approximately 462 away. The truck had two periods where it was stopped for 2 hours; 10:30am-12:30pm in Zillah, Washington and 12:45pm to 3:15pm also in Zillah.

Normally the driver would have been restricted to the property carrying hours of service allowed in 49CFR395.8, allowing 11 hours of drive time and a combination of 14 hours on-duty and driving. However as previously mention in Section 2.6, the driver was allowed the agricultural exemption. All the hours of service activity described above, except for the approximately 147 miles and 2 hours and 15 minutes prior to the crash (approximately North Powder, OR to Boise, ID), would not have been subject to the hours of service and would be logged as off-duty according to FMCSA guidance and interpretation. The driver had approximately 19.5 hours driving time on the 11-hour rule and approximately 40 hours on the 14-hour rule at the time of the crash. As stated above, the normal hours of service rules did not apply to this driver.

2.7. Pre-crash Driver Performance

During the post-crash examination of the 2019 Volvo, a Garmin GPS was discovered in the remains of the cab. Upon examination, it was determined that the GPS also included a forward-facing video camera had recorded numerous videos up to and including the impact with stopped traffic.

After examining the video, there were numerous times during the eastbound travel when the 2019 Volvo driver was drifting from lane to lane. For a more detailed description of these recorded incidents refer to the *Video Analysis Group Chairman’s Report*. The video segments conclude with impact and show that the 2019 Volvo was traveling at approximately 62 Mph.

3. Sleep Opportunities

In order to determine what opportunities, the driver had for sleep in the days leading up to the crash, staff considered the ELD information reflecting driving.

The cumulative information shows that the driver’s opportunity for rest was sporadic in the 48 hours leading up to the crash. The 2019 Volvo driver’s work/rest activity is displayed graphically below in **Table 3**.

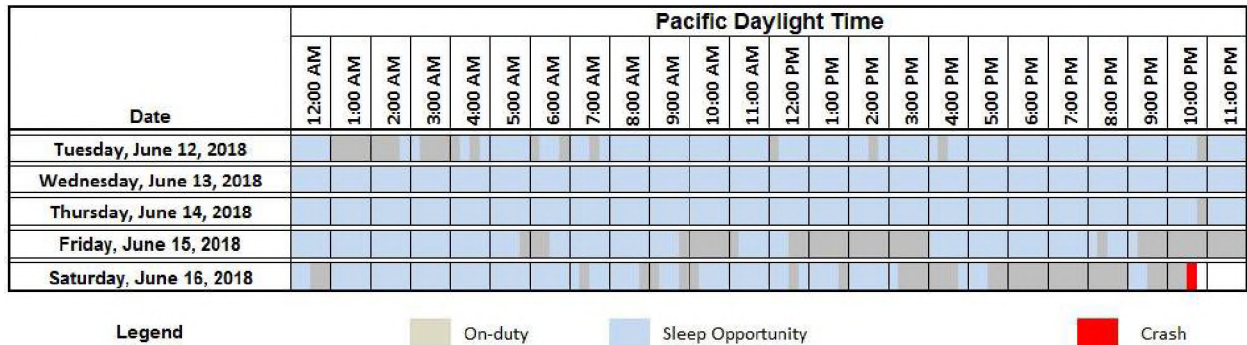


Table 3 2019 Volvo driver’s opportunity for rest

The day prior to the crash, the driver began work around 5:45 a.m. after driving for 45 minutes, the truck was then stopped for approximately 3.25 hours. The driver continued this fractured pattern of driving and stopping with the longest time stopped being 6.25 hours from 1:00 a.m. on June 16th to 7:15 a.m. The driver had been on-duty approximately 15.25 hours at the time of the crash. Due to a lack of additional information as to the driver’s activities, there was no way for investigators to narrow down the driver’s activities and actual rest time during the hours the 2019 Volvo was not in motion.

4. Zhuk Express LLC Company History and Operations

The second motor carrier involved in this crash was Zhuk Express LLC (Zhuk). According to FMCSA's MCMIS, the carrier was issued USDOT number 2888227. The carrier was registered as an Interstate "for-hire" motor carrier with a primary place of business in Vancouver, WA. The carrier had an active operating authority and had been issued MC number 969860. Zhuk was a "for-hire" carrier of freight. Per the carrier's latest MCS-150 and an interview with the owner, the carrier stated the carrier operated one truck-tractor and semi-trailer and only had one driver in its employ²⁰. Zhuk's business primarily transports produce from Washington state.

4.1. Hiring Process

There was no hiring process. The owner was the driver.

4.2. Carrier Safety Culture

The owner was interviewed and asked about the carrier's safety culture and any policies or additional safety training. The owner stated that all he did was "drive the truck" he was unaware that even though he was the only employee he had other obligations being the operator of the carrier. During the owner interview, it was determined that Zhuk had no training beyond his initial CDL training, the carrier lacked any safety policies, and did not maintain any of the required records beyond the regulatorily required controlled substance and alcohol policy required by CFR.

4.3. FMCSA Oversight

Zhuk had no alerts in any of the FMCSA's BASICs described in Section 1.3.2.

4.4. Compliance Review and SMS History

Zhuk had been in the New Entrant Program. FMCSA records indicated Zhuk entered the program on July 7, 2016 and exited the program on January 8, 2018 with a safety audit. The safety audit was an offsite audit²¹ conducted on April 20, 2017 by the Washington State Patrol at their offices in Vancouver, Washington. Prior to the crash, there had been no other FMCSA interaction with the carrier.

4.5. Roadside Inspections

The carrier had been subject to one roadside inspection prior to the crash. This inspection was on January 20, 2018 in Nebraska. The inspection was a Commercial Vehicle Safety Alliance (CVSA), Level 2-walk around inspection. As a result, the driver was cited for false records of duty status and operating without an ELD.

²⁰ See Motor Carrier Factors Attachment – MCS-150 Zhuk

²¹ In Washington an offsite audit is when the motor carrier brings all their documents to a location set by the Washington State Patrol. The investigator does not go to the carrier's PPOB (Principal Place of Business) to conduct the audit.

4.6. Controlled Substance and Alcohol Testing

The carrier's-controlled substance and alcohol policy met the requirements set forth in the CFR.

4.7. Hours of Service/Electronic Logging Device

As previously stated, a regulatory change effective December 18, 2017, under 49 CFR 395²² required carriers to install and maintain an Electronic Logging Device (ELD) to track the driver's hours of service. An ELD is a device or technology that automatically records a driver's driving time and facilitates the accurate recording of the driver's hours of service. There are certain parameters that would allow carriers to be exempt from the ELD requirements. These parameters include operating a commercial vehicle in a manner requiring completion of a record of duty status on not more than 8 days within any 30-day period; in a driveaway-towaway operation in which the vehicle being driven is part of the shipment being delivered; in a driveaway-towaway operation in which the vehicle being transported is a motor home or a recreation vehicle trailer; or in a commercial vehicle manufactured before model year 2000.

Neither the 2003 Volvo operated by Zhuk or the schedule of the driver met any of those parameters and was required to have an ELD to track the driver's hours of service. When investigators interviewed the owner, he stated that the carrier did not have an ELD installed in the 2003 Volvo. The owner state he had not equipped his truck with an ELD because his intent was to swap the engine to a year that did not require an ELD. He further stated that he had not changed the engine but was running paper logs contrary to 49CFR395.

5. 2003 Volvo Driver's History

The driver of the 2003 Volvo involved in this crash was a 35-year-old-male. At the time of the crash the driver held a valid Washington Class A CDL with an endorsement for double and triple trailers. The driver's Washington CDL was due to expire in October 2021. There were no restrictions on the driver's CDL.

A Commercial Vehicle Driver's License Information System (CDLIS) check on the driver showed 19 convictions from 2007 to 2017 and several withdrawals from 2009 to 2017. **Table 5** shows a summary of the violations. The driver had been subject to seven withdrawals. Five from Washington: four for Failing to make required payments of fines and one for an unsatisfied judgement. The remaining two were from Oregon: for failing to comply (fines) and for failing to file a medical certification. All withdrawals had been restored before the time of the crash.

²² <https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&ty=HTML&h=L&mc=true&=PART&n=pt49.5.395>

Table 5. Summary of 2003 Volvo driver’s convictions

Date	State	Violation
November 5, 2012	Oregon	Failure to obey traffic signal
October 21, 2013	Kentucky	Failure to comply (fines/penalties)
February 28, 2014	Oregon	Failure to use snow chains
March 30, 2015	Oregon	Speeding
June 26, 2015	Oregon	Failure to comply (fines/penalties)
May 6, 2011	Washington	Speeding
October 21, 2010	Washington	Expired driver’s license
October 21, 2010	Washington	Speeding
October 21, 2010	Washington	Failure to show driver’s license
October 21, 2010	Washington	Expired driver’s license
September 16, 2010	Washington	Failure to maintain liability insurance
September 16, 2010	Washington	Failure to yield right of way
November 6, 2009	Washington	Speeding
May 26, 2005	Washington	Speeding
November 27, 2007	Oregon	Unsafe lane change
September 4, 2007	Washington	Speeding
January 8, 2007	Washington	Violation of driver’s permit
January 19, 2017	Washington	Failure to obey a traffic sign
April 12, 2017	Washington	Seatbelt not used

A copy of the driver’s Washington State Department of Licensing report was also obtained. It coincided with the violations listed in CDLIS and showed an additional violation on October 26, 2015 with an unspecified logbook violation in Clark County, Washington.

5.1. 2003 Volvo Driver’s Roadside Inspection History

While employed by Zhuk the driver was subject to two roadside inspections.

- On January 20, 2018 conducted by the Nebraska State Patrol at North Platte Highway 30. This was a CVSA level three (Driver Only Inspection).²³ The driver had three violations. Two violations were for false record of duty status (RODS) The driver was put Out of Service (OOS) for these violations in addition the driver was issue a citation. The third violation which was not an OOS violation was for operating without an ELD.
- On June 17, 2018 conducted by the Idaho State Police Commercial Vehicle Unit. This was a post-crash inspection listed as a CVSA level two (Walk Around) inspection. The driver had four violations, and the vehicle had thirteen violations.

²³ See CVSA.org for descriptions of the levels of CVSA Inspections.

5.2. 2003 Volvo Driver Controlled Substance and Alcohol Testing

The 2003 Volvo driver was subject to the requirements Title 49 CFR §382. The driver had a pre-employment test on July 11, 2016, this test was negative. The driver had one random drug test performed on March 18, 2017. The negative results were verified by the MRO on March 21, 2017. The carrier is part of the Clean Fleet DOT drug testing pool. This pool is for single owner/operators and small fleets that cannot be in a proprietary drug testing pool as required by Title 49 CFR Parts 40 and 382.²⁴

5.3. 2003 Volvo Driver's Hours of Service

In the seven days prior to crash the accident driver had been on duty for a total of 24:50 hours.²⁵ The record of duty status (logbook) for June 16, 2018 had been falsified per the driver's admission. When asked why he was falsifying his logs the driver stated he was driving to Mountain Home, ID to get his brother out of jail. **Table 6** is a summary of the 2003 Volvo Driver's recorded driving activity for 7 days prior to the crash

Table 6

Date	Times worked	Source Document	Total Hours
June 16, 2018	600 a.m. To 10:30 p.m. PDT: Crash occurs at 11:30 p.m. MDT	Paper Rods Driver's Statement	16.30 hours
June 15, 2018	Off Duty	Driver's Rods	None
June 14, 2018	Off Duty	Driver's Rods	None
June 13, 2018	Off Duty	Driver's Rods	None
June 12, 2018	Off Duty	Driver's Rods	None
June 11, 2018	Noon To 1:00 p.m.	Driver's Rods	1.00 Hour
June 10, 2018	12:00 p.m. to 7:00 a.m.	Driver's Rods	7.00 Hours

5.4. The Crash Trip

The crash trip started on June 16, 2018 at 0600 a.m. PDT. The crash happened at approximately 10:33pm PDT (11:33pm MDT) which meant he was at approximately 16.5 hours when the crash happened. He was currently in a 14-hour rule violation when the crash happened. The 2003 Volvo driver would have also been in violation of the 11-hour rule, but he was hauling pears, an agricultural commodity. Due to recent FMCSA interpretations both driver and carrier were exempt from hours of service when he got within 150 air miles of his pickup location. They were then exempt for 150 air miles when he left his pickup location. This potentially gave them approximately 300 air miles where the 2003 Volvo driver did not have to log driving time and should have listed it as off-duty time.

²⁴ See Motor Carrier Attachment- Clean Fleet Testing notice

²⁵ See Motor Carrier Attachment- Driver's Records of Duty Status.

The image below shows the 150-air mile exemption as it applies to the pick-up location of the pears that Zhuk was transporting. The pears were loaded in Peshatin, WA²⁶

Figure 2. 150 air-mile radius from Peshatin, WA



As the image shows the entire trip that Zhuk made from the start at 6:00am until approximately Meacham, OR was in the 150-air mile exemption. The distance from Meacham OR to the crash site is 187 miles and takes approximately 3.30 hours to drive. When interviewed the Zhuk driver was unaware of the agricultural exemption.

6. LIST OF ATTACHMENTS

- Motor Carrier Attachment - MCS-150 Krujex
- Motor Carrier Attachment - Krujex Post-crash Compliance Review
- Motor Carrier Attachment - Krujex MCMIS profile
- Motor Carrier Attachment - TIT Transportation Compliance Review
- Motor Carrier Attachment - MCS-150 Zhuk
- Motor Carrier Attachment - Clean Fleet Testing notice
- Motor Carrier Attachment - Driver's record of duty status
- Motor Carrier Attachment - Bill of lading for the pears

²⁶ See Motor Carrier Attachment- Bill of Lading for pears.

END OF REPORT

Shawn Currie
Highway Accident Investigator

Exhibit 3

Placeholder for 19-second video

The complete video was produced by the State of Idaho in this case as Bates No. ISP003402_GRME0010.MP4ISP003402.

Powers Farley, PC
Attorneys

Manlapit, et al. v. Krujex Freight, et al.
Case No. CV01-19-06625

Exhibit 7 (video) to
Declaration of Clay Robbins, III
January 5, 2021

EXHIBIT 4

Idaho Vehicle Collision Report

ITD 0090 (Rev. 06-11) Idaho Transportation Department

AMENDED JUL 26 2018

K		Agency Code SP03	Officer No. 4013	Report District 03	Case No. B18001815
Date of Collision 6/16/2018	Day of Collision Saturday	Time 23:32	Police Dispatched 23:34	Police Arrived 23:37	EMS Dispatched 23:34
		EMS Arrived 23:43	Lanes Blocked <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Date Cleared 6/17/2018	Time Cleared 12:39
<input checked="" type="checkbox"/> Within City/Town or _____ Miles		<input type="checkbox"/> N <input type="checkbox"/> E of City or Town Boise		<input type="checkbox"/> S <input type="checkbox"/> W of _____ Ada	
Interchange No.	R. R. Crossing No.	On Private Property <input type="checkbox"/>	EMS Provider (first one to arrive) ADA COUNTY PARAMEDICS		
Name of Primary Road / Parking Lot / Driveway / Alley I 84				No. of Lanes 4	Posted Speed 55
In Intersection With: Secondary Road / Parking Lot / Driveway / Alley				Posted Speed	
Intersection Type	<input type="checkbox"/> 1 Not at intersection <input type="checkbox"/> 2 Four-way Intersection <input type="checkbox"/> 3 Five-point or more <input type="checkbox"/> 4 Roundabout <input type="checkbox"/> 5 Traffic Circle <input checked="" type="checkbox"/> 6 T-Intersection <input type="checkbox"/> 7 Y-Intersection				
Outside an Intersection	<input checked="" type="checkbox"/> .045 Miles <input type="checkbox"/> N <input checked="" type="checkbox"/> E of Name of First Reference Point (Cross Street / Mile Post Marker) <input type="checkbox"/> Feet <input type="checkbox"/> S <input type="checkbox"/> W of MP46				
	<input type="checkbox"/> Miles <input type="checkbox"/> N <input type="checkbox"/> E of Name of Second Reference Point (Cross Street / Mile Post Marker) <input type="checkbox"/> Feet <input type="checkbox"/> S <input type="checkbox"/> W				
Photos <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Local Agency Use 1	Local Agency Use 2	Latitude (GPS)	Longitude (GPS)	
Light Conditions	05 <input type="checkbox"/> 1 Day <input type="checkbox"/> 2 Dawn/Dusk <input type="checkbox"/> 3 Dark - Street Lights On <input type="checkbox"/> 4 Dark - Street Lights Off <input type="checkbox"/> 5 Dark - No Street Lights				
Weather Conditions (2 selections possible)	01 <input type="checkbox"/> 1 Clear <input type="checkbox"/> 2 Cloudy <input type="checkbox"/> 3 Rain <input type="checkbox"/> 4 Snow <input type="checkbox"/> 5 Sleet/Hail <input type="checkbox"/> 6 Fog <input type="checkbox"/> 7 Blowing Dust/Sand <input type="checkbox"/> 8 Severe Cross Winds <input type="checkbox"/> A Smoke/Smog <input type="checkbox"/> B Blowing Snow				
Road Surface Conditions	01 <input type="checkbox"/> 1 Dry <input type="checkbox"/> 2 Wet <input type="checkbox"/> 3 Slush <input type="checkbox"/> 4 Ice <input type="checkbox"/> 5 Snow <input type="checkbox"/> 6 Mud/dirt/gravel <input type="checkbox"/> 7 Water - standing/moving <input type="checkbox"/> 11 Oil <input type="checkbox"/> 12 Sand <input type="checkbox"/> 9 Other				
Other Road Conditions	00 <input type="checkbox"/> 0 None <input type="checkbox"/> 1 Ruts/Bumps/Holes <input type="checkbox"/> 2 Slick Asphalt (Bleeding) <input type="checkbox"/> 3 Washboard <input type="checkbox"/> 4 High/Low Shoulder <input type="checkbox"/> 5 Loose Gravel/Seal Coat <input type="checkbox"/> 7 Lane Closed <input type="checkbox"/> A Poor Pavement Markings <input type="checkbox"/> 9 Other				
Road Type	01 <input type="checkbox"/> 1 2-Way & Raised/Depressed Divider <input type="checkbox"/> 2 2-Way & 2-Way Left-Turn Lane/Divider <input type="checkbox"/> 3 1-Way <input type="checkbox"/> 4 2-Way & No Divider <input type="checkbox"/> 5 Ramp <input type="checkbox"/> 6 Alley <input type="checkbox"/> 7 Rest Area <input type="checkbox"/> 8 Port Of Entry <input type="checkbox"/> A 2-Way & 2 Double Yellow Painted Divider <input type="checkbox"/> 9 Other				
Road Surface Type	01 <input type="checkbox"/> 1 Concrete <input type="checkbox"/> 2 Paved (Asphalt/Brick) <input type="checkbox"/> 3 Gravel/Stone <input type="checkbox"/> 4 Dirt <input type="checkbox"/> 9 Other				
Vertical Roadway Geometrics	05 <input type="checkbox"/> 1 Upgrade/Downgrade <input type="checkbox"/> 3 Hillcrest <input type="checkbox"/> 5 Level				
Horizontal Roadway Geometrics	01 <input type="checkbox"/> 1 Straight <input type="checkbox"/> 2 Curve				
Traffic Control	00 <input type="checkbox"/> 0 None <input type="checkbox"/> 2 Yield <input type="checkbox"/> 3 Traffic Signal <input type="checkbox"/> 4 Flashing Beacon <input type="checkbox"/> 5 Traffic Signal - Pedestrian only <input type="checkbox"/> 6 RRX - Gates/Signal <input type="checkbox"/> 7 RRX - Flashing Beacon <input type="checkbox"/> 8 Officer/Flagger <input type="checkbox"/> 10 Stop Sign on Cross Street Only <input type="checkbox"/> 12 Stop Signs all Directions <input type="checkbox"/> 13 RRX - Stop Sign <input type="checkbox"/> 14 School Zone <input type="checkbox"/> A School Bus Signal <input type="checkbox"/> B No Passing Barrier Line <input type="checkbox"/> 9 Other				
Traffic Control Status	<input type="checkbox"/> 1 Functioning <input type="checkbox"/> 2 Not Functioning <input type="checkbox"/> 3 Removed				
Work Zone Crash Location	02 <input type="checkbox"/> 1 Before the First Work Zone Warning Sign <input type="checkbox"/> 2 Advance Warning Area <input type="checkbox"/> 3 Transition Area <input type="checkbox"/> 4 Activity Area (Work incident area) <input type="checkbox"/> 5 Termination Area				
Work Zone Type	01 <input type="checkbox"/> 1 Lane Closure <input type="checkbox"/> 2 Lane Shift / Crossover <input type="checkbox"/> 3 Intermittent or Moving Work <input type="checkbox"/> 4 Work on Shoulder or Median <input type="checkbox"/> 9 Other				
Work Zone Workers Present	Y <input checked="" type="checkbox"/> Y Yes <input type="checkbox"/> N No <input type="checkbox"/> -U Unknown				
Work Zone Law Enforcement Present	01 <input type="checkbox"/> 1 No <input type="checkbox"/> 2 Officer Present <input type="checkbox"/> 3 Law Enforcement Vehicle only				

Property Damage (additional property damage may be added in the Narrative)

Item Damaged Bridge/Overpass	Estimated Damage \$
Owner's Name Idaho Transportation Department	Owner Address 3311 W State Street, Boise, ID
Item Damaged Sign	Estimated Damage \$
Owner's Name Idaho Transportation Department	Owner Address 3311 W State Street, Boise, Idaho

Witnesses (additional witnesses may be added in the narrative)

Witness Name Reynolds, Craig III	Home Phone 208-941-3947	Work Phone
Witness Address 2647 E Tigerlily Drive, Boise, ID		
Witness Name Gasterbrook, Jeff	Home Phone 208-908-9844	Work Phone
Witness Address 4867 W Deerflat Road, Kuna, ID		

Unit Information

Case No.: **B18001815**

Unit No.: **1**

* If turning, select direction before turning

See Events page for a list of event codes →	First Harmful Event 51	Most Harmful Event 51	General Direction of Travel	Street <input type="checkbox"/> North/South <input checked="" type="checkbox"/> East/West	Unit * <input type="checkbox"/> N <input checked="" type="checkbox"/> E <input type="checkbox"/> S <input type="checkbox"/> W	On (Street Name) 184
First Event Relationship to Junction	00	0 Nonjunction 1 In Intersection 2 Intersection Related 3 At Driveway/Alley/Parking Lot 4 Driveway/Alley/Parking Lot Related 5 On Ramp 6 Ramp Related 7 At Railroad Crossing 8 Railroad Crossing Related 9 Other				

Unit Type

1 Pedestrian	21 Truck - 2 Axle/6 Tires	32 Pickup
2 Pedalcycle	22 Truck - 3+ Axle	33 SUV/Crossover
3 Motorcycle	23 Truck With Trailer	34 Cargo Van
4 Moped	24 Bobtail/Tractor - No Trailer	40 Construction Equipment
5 ATV	25 Tractor - 1 Trailer	41 Van - 1 to 8 seats
6 Car	26 Tractor - 2 Trailers	42 Van/Bus - 9 to 15 seats
10 Motor Home	27 Tractor - 3 Trailers	99 Other
11 Snowmobile	28 Train	-U Hit & Run
12 Equestrian	30 Farm Equipment	
15 Bus - 16 or more seats	31 Scooter	

Unit Use

0 No Specialized Use	10 Bus - Intercity (e.g. Greyhound)
1 Police	11 Bus - Public Transit, Commuter
2 Ambulance	13 Bus - Tour / Charter
3 Driver Training	14 Limousine
4 Government	15 Military
5 Taxi	16 Shuttle
6 Fire	17 Snow Plow
7 Wrecker	9 Other
8 Bus - School	NA Non-Vehicle

Emergency Use

1 YES: In transit, Emergency Lights Activated	3 YES: STANDING or PARKED, Emergency Lights Activated
2 YES: In transit, Emergency Lights NOT active	4 YES: STANDING or PARKED, Emergency Lights NOT active
5 NO: NOT on an Emergency Response	



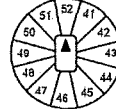
Attachment

0 None	3 Travel Trailer	9 other
1 Boat Trailer	4 Towed Vehicle	
2 Utility Trailer	5 Mobile Home	

Unit / Vehicle / Owner

Unit Type 25	Unit Use 00	Non-Contact Unit <input type="checkbox"/>	Emergency Use NA	License Plate No. YAIU484	State OR	VIN (Vehicle Identification No.) 4V4NC9EH5KN905327	
Year 2019	Make Volvo	Model Conventional Tractor		Color White		Attachment 1 00	Attachment 2 00
Owner Last Name Kurjex Freight Transport Corp		Owner First Name	M.I.	Insured? Yes	Insurance Company Name ARTISAN AND TRUCKERS CASUALTY COMPANY INTERNATIONAL	Policy No. 01914565-5	
Owner Address 13215-C8 SE Mill Plain Blvd. #112				City Vancouver	State WA	Zip 98684	

Damage

Initial Point of Impact 12	Auto / Motorcycle / Tractor with Semi Trailer		Trailing Unit #1		Trailing Unit #2	
Principal Point of Impact 12	13 Top and Windows 14 Undercarriage		33 Top 34 Undercarriage		53 Top 54 Undercarriage	
Extent of Deformity 07	0 No Damage 1 Very Minor 2 Minor 3 Minor-Moderate 4 Moderate 5 Moderate-Severe 6 Severe 7 Very Severe NA Non-Vehicle					
Towed Due to Damage <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Towed By TORCH TOWING					

↓ **Contributing Circumstances (3 possible)**

00	0 None	8 Overcorrected	17 Wheel Defect	27 Physical Impairment	38 Failed to Maintain Lane
22	1 Exceeded Posted Speed	10 Improper Backing	18 Light Defect	28 Improperly Parked	39 Foot Slipped Off or Caught On Pedal
00	2 Speed Too Fast For Conditions	11 Improper Turn	19 Other Vehicle Defect	31 Previous Accident	40 Wrong Side or Wrong Way
	3 Too Slow for Traffic	12 Failed to Signal	21 Alcohol Impaired	32 Distracted IN or ON Vehicle	41 Brakes
	4 Improper Overtaking	13 Failed to Yield	22 Inattention	34 Drug Impaired	42 Steering
	5 Improper Lane Change	14 Failed to Obey Stop Sign	23 Vision Obstruction	35 Improper Use of Turn Lane	43 Truck Coupling, Trailer Hitch, Safety Chains
	6 Following Too Close	15 Failed to Obey Signal	24 Asleep, Drowsy, Fatigued	36 Animal(s) in Roadway	44 Wipers
	7 Drove Left of Center	16 Tire Defect	25 Sick	37 Emotional - Depressed, Angry, Disturbed	99 Other
Distracted By (if # 32 selected)	NA 1 Electronic Communication Device (Cell, CB Radio, Etc.) 2 Other Electronic Device (Navigation device, DVD player, IPODS) 3 Passenger 4 Other Inside the Vehicle 5 Previous vehicle Crash/Ticketing Incident/Abandoned Vehicle 6 Other External Distraction Outside Vehicle NA Not Distracted				
Vision Obstructed By (if # 23 selected)	00 0 None 1 Curve In Road 2 Hill Crest 3 Roadway Slope/Snowbank 4 Tree/Crop/Bush 5 Reflection From Surface 6 Bright Sunlight 7 Bright Headlights 10 Rain/Snow/Ice ON windows 11 Cracked/Dirty Windows 12 Splash/Spray From Other Vehicle 13 Moving Vehicle 14 Parked Vehicle 15 Traffic Sign 16 Billboard/Fence 17 Building 18 Vehicle Stopped on Roadway 19 Contents in Vehicle Interior 20 Signs/Stickers/Decals on Windows 99 Other				

Commercial Vehicle

Cargo Body 12	0 None 1 Bus 2 Van/Enclosed Box 3 Cargo Tank 4 Flatbed 5 Dump 6 Concrete Mixer 7 Auto Transporter 8 Garbage/Refuse 10 Pickup Bed 11 Belly Dump/Hopper 12 Intermodal Container Chassis 13 Log 14 Pole Trailer 15 Vehicle Towing another Vehicle 9 Other					
GVWR Total 03	1 10,000 lbs or less 2 10,001 - 26,000 lbs 3 More than 26,000 lbs NA Not Applicable					
Carrier Type 01	1 Interstate Carrier 2 Intrastate Carrier 3 Not in Commerce/Government 4 Not in Commerce/Other Truck or Bus 9 Other Operation/Not specified					
Carrier Name Krujex Freight Transport Corp.	Carrier Address 13215-C8 SE Mill Plain Blvd. #112	City Vancouver	State WA	Zip 98684	Country	
IC / MX No. 790202	DOT No. 2314662	Hazardous Materials Placard <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown		Spilled <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Placard No. NA	
Hazard Class Number NA	1 Explosives 2 Gases - Compressed, Dissolved or Refrigerated 3 Flammable Liquid 4 Flammable Solids - Combustible, Water Reactive 5 Oxidizing Substances - Organic Peroxides 6 Poisonous (Toxic) and Infectious Substances 7 Radioactive Material 8 Corrosives 9 Miscellaneous Dangerous Goods					

Driver / Pedestrian / Pedalcyclist

01 Operator Action	Driver			Pedestrian / Pedalcyclist					
	1 Going Straight 2 Turning Right 3 Right Turn on Red 4 Turning Left 5 Left Turn on Red 6 U-Turn 7 Merging 8 Changing Lanes 10 Passing	11 Negotiating Curve 12 Stopped in Traffic 13 Slowing in Traffic 14 Starting in Traffic 15 Parking 18 Backing 20 Avoiding Obstacle 21 Avoiding Vehicle, Pedestrian, Pedalcycle	22 Pursuing Vehicle 23 Fleeing Pursuit 24 Racing 25 Parked Vehicle 26 Driverless Vehicle in Motion 64 Entering/Exiting Parked or Standing Vehicle 65 Entering/Leaving Parking Lot, Driveway, Alley	30 Crossing at Intersection, Crosswalk 31 Crossing at Intersection, NO Crosswalk 35 Crossing at Mid-block, Crosswalk 36 Crossing at Mid-block, NO Crosswalk 40 Walk/Ride with Traffic in Bike Lane 41 Walk/Ride with Traffic NO Bike Lane 42 Walk/Ride Facing Traffic in Bike Lane 43 Walk/Ride Facing Traffic NO Bike Lane	44 Walk/Ride on Sidewalk 50 Standing ON Roadway 51 Playing ON Roadway 52 Working ON Roadway 60 Enter/Exit School Bus 70 Not ON Roadway	99 Other			
Hit & Run <input type="checkbox"/>	Last Name TSAR	First Name Illya	M.I. D	Home Phone	Work Phone 360-524-3887				
Address 77 Markie Dr. W		City Rochester	State NY	Zip 14606					
Driver's License No. 712030440	License State NY	License Class A	<input checked="" type="checkbox"/> Commercial License	Sex M	Date of Birth 10/26/1975				
Endorsements (list all) T	<input type="checkbox"/> School Bus <input type="checkbox"/> Hazardous materials <input type="checkbox"/> Motorcycle <input type="checkbox"/> Tanker vehicle <input type="checkbox"/> Passenger <input type="checkbox"/> Double / triple trailers <input checked="" type="checkbox"/> Combination of tank vehicle & hazardous materials <input type="checkbox"/> OTHER non commercial license endorsements <input type="checkbox"/> NA None / Not applicable								
Restrictions (list all) -U	00 None A Daylight only until 16 B Corrective Lenses C Mechanical Devices (i.e. Adaptive devices) D Prosthetic Aid E Automatic Transmission F Outside Mirror G Limited to Daylight Only H Limited to Employment I Limited Other J Special restrictions K Intrastate Only L No vehicle equipped with air brakes M Except Class A Bus N Except Class A & Class B Bus O Except Tractor-Trailer P Learner's Permit Restrictions Q 6 mo - 1 Under 17 Nonrelative R 3 - wheel motorcycle only S Seasonal CDL T Identity Not verified U Motorcycle-No passenger V Idaho DL in possession W Ignition Interlock device X Non-Freeway Y Community Work Center Z Except Classes A & B School Buses 01 Farm Waiver 02 Military Vehicles Only 99 Other								
(See key at bottom of page for the following fields) →	Protective Device -U	Airbag Deployment -U	Airbag Location -U	Injury K	Ejection 01	Trapped 02	Transported By 05	Idaho Code Number(s) / Violation(s) 00 Not Cited	<input checked="" type="checkbox"/> Not Cited
Transported To (if injured) No Medical Care Provider Needed									
EMS Provider Ada County Paramedics - Boise									
1	← Alcohol / Drug Involvement		Alcohol Test 01	← 1 None Given 3 Blood Test 5 Breath Test		→ Drug Test 01			
	1 Neither Alcohol nor Drugs Detected 3 Yes, Drugs		BAC Test Results	2 Test Refused 4 Urine Test 6 Field Test		Drug Test Results NA			
	2 Yes, Alcohol 4 Yes, Both			Drug Used (if known)					

Passengers (additional passenger information may be added in the Narrative)

Full Name	Sex	Date of Birth	Seating	Protective Device	Airbag Deployment	Airbag Location	Injury	Ejection	Trapped	Transported By
Address (Street, City, State Zip)	Home Phone	Work Phone								
Injured Transported To	EMS Provider									

Seating Vehicle Front 1 2 3 4 5 6 7 8 10 ↑ Motorcycle 11 Sleeper Section (Truck Cab) 12 Passenger-Enclosed Non-Trailing Unit 13 Passenger-Unenclosed Non-Trailing Unit 14 Trailing Unit 15 Riding On Exterior Non-Trailing Unit 16 Pedestrian 17 Pedalcycle 18 Equestrian 99 Other (e.g. child on lap, gas tank) -U Unknown	Protective Device 0 None 1 Shoulder Belt Only 2 Lap Belt Only 3 Shoulder and Lap 5 Helmet Used 6 N/A Non-Motorist 9 Other 12 Child Restraint System - Forward Facing 13 Child Restraint System - Rear Facing 14 Booster Seat 15 No Helmet -U Unknown	Airbag Deployment 1 Deployed 2 Deactivated 3 Missing 4 Not Equipped 5 Not Deployed NA Not Applicable -U Unknown	Airbag Location DEPLOYED: 1 - Front 2 - Side 3 - Combination 4 - Curtain 5 - Other NA Not Applicable
Injury A Incapacitating B Non-Incapacitating C Possible K Dead O None Evident -U Unknown	Ejection 1 Not Ejected 2 Totally Ejected 3 Partially Ejected I Thrown From Cycle/Animal	Trapped 1 Not Trapped 2 Trapped, extrication unit use 3 Trapped, other extraction method	Transported By 1 Ambulance / EMS 2 Police Car 3 Helicopter 4 Private Vehicle 5 Not Transported

Unit Information

Case No.: B18001815

Unit No.: 2

* If turning, select direction before turning

See Events page for a list of event codes -> First Harmful Event 51 Most Harmful Event 51 General Direction of Travel North/South East/West Unit * N E S W On (Street Name) 184

Unit Type

Table with 3 columns of unit types: 1 Pedestrian, 2 Pedalcycle, 3 Motorcycle, 4 Moped, 5 ATV, 6 Car, 10 Motor Home, 11 Snowmobile, 12 Equestrian, 15 Bus - 16 or more seats, 21 Truck - 2 Axle/6 Tires, 22 Truck - 3+ Axle, 23 Truck With Trailer, 24 Bobtail/Tractor - No Trailer, 25 Tractor - 1 Trailer, 26 Tractor - 2 Trailers, 27 Tractor - 3 Trailers, 28 Train, 30 Farm Equipment, 31 Scooter, 32 Pickup, 33 SUV/Crossover, 34 Cargo Van, 40 Construction Equipment, 41 Van - 1 to 8 seats, 42 Van/Bus - 9 to 15 seats, 99 Other, -U Hit & Run

Unit Use

Table with 2 columns of unit uses: 0 No Specialized Use, 1 Police, 2 Ambulance, 3 Driver Training, 4 Government, 5 Taxi, 6 Fire, 7 Wrecker, 8 Bus - School, 10 Bus - Intercity (e.g. Greyhound), 11 Bus - Public Transit, Commuter, 13 Bus - Tour / Charter, 14 Limousine, 15 Military, 16 Shuttle, 17 Snow Plow, 9 Other, NA Non-Vehicle

Emergency Use

Table with 2 columns of emergency use options: 1 YES: In transit, Emergency Lights Activated, 2 YES: In transit, Emergency Lights NOT active, 3 YES: STANDING or PARKED, Emergency Lights Activated, 4 YES: STANDING or PARKED, Emergency Lights NOT active, 5 NO: NOT on an Emergency Response

Attachment

Table with 3 columns of attachment options: 0 None, 1 Boat Trailer, 2 Utility Trailer, 3 Travel Trailer, 4 Towed Vehicle, 5 Mobile Home, 9 other

Unit / Vehicle / Owner

Unit Type 33, Unit Use 00, Non-Contact Unit, Emergency Use NA, License Plate No. E131186, State ID, VIN 1J4GA39118L643857, Year 2008, Make JEEP, Model Wrangler, Color Red, Attachment 1 00, Attachment 2 00, Owner Last Name JOHNSON, Owner First Name Carlos, M.I. V, Insured? Yes, Insurance Company Name USAA CASUALTY INSURANCE, Policy No. 0289364737102, Owner Address 1245 NE DUSTY COURT, City MOUNTIAN HOME, State ID, Zip 83647

Damage

Initial Point of Impact 06, Principal Point of Impact 06, Extent of Deformity 07, Towed Due to Damage Yes, TORCH TOWING, diagrams of wheel damage

Contributing Circumstances (3 possible)

Table of contributing circumstances: 00 None, 00 Exceeded Posted Speed, 00 Speed Too Fast For Conditions, 00 Too Slow for Traffic, 00 Improper Overtaking, 00 Improper Lane Change, 00 Following Too Close, 00 Drove Left of Center, 08 Overcorrected, 10 Improper Backing, 11 Improper Turn, 12 Failed to Signal, 13 Failed to Yield, 14 Failed to Obey Stop Sign, 15 Failed to Obey Signal, 16 Tire Defect, 17 Wheel Defect, 18 Light Defect, 19 Other Vehicle Defect, 21 Alcohol Impaired, 22 Inattention, 23 Vision Obstruction, 24 Asleep, Drowsy, Fatigued, 25 Sick, 27 Physical Impairment, 28 Improperly Parked, 31 Previous Accident, 32 Distracted IN or ON Vehicle, 34 Drug Impaired, 35 Improper Use of Turn Lane, 36 Animal(s) in Roadway, 37 Emotional - Depressed, Angry, Disturbed, 38 Failed to Maintain Lane, 39 Foot Slipped Off or Caught On Pedal, 40 Wrong Side or Wrong Way, 41 Brakes, 42 Steering, 43 Truck Coupling, Trailer Hitch, Safety Chains, 44 Wipers, 99 Other, Distracted By, Vision Obstructed By

Commercial Vehicle

Cargo Body, GVWR Total, Carrier Type, Carrier Name, Carrier Address, City, State, Zip, Country, Hazardous Materials, Placard, Spilled, Placard No., Hazard Class Number

Driver / Pedestrian / Pedalcyclist

12 Operator Action	Driver			Pedestrian / Pedalcyclist							
	1 Going Straight 2 Turning Right 3 Right Turn on Red 4 Turning Left 5 Left Turn on Red 6 U-Turn 7 Merging 8 Changing Lanes 10 Passing	11 Negotiating Curve 12 Stopped in Traffic 13 Slowing in Traffic 14 Starting in Traffic 15 Parking 18 Backing 20 Avoiding Obstacle 21 Avoiding Vehicle, Pedestrian, Pedalcycle	22 Pursuing Vehicle 23 Fleeing Pursuit 24 Racing 25 Parked Vehicle 26 Driverless Vehicle in Motion 64 Entering/Exiting Parked or Standing Vehicle 65 Entering/Leaving Parking Lot, Driveway, Alley	30 Crossing at Intersection, Crosswalk 31 Crossing at Intersection, NO Crosswalk 35 Crossing at Mid-block, Crosswalk 36 Crossing at Mid-block, NO Crosswalk 40 Walk/Ride with Traffic in Bike Lane 41 Walk/Ride with Traffic NO Bike Lane 42 Walk/Ride Facing Traffic in Bike Lane 43 Walk/Ride Facing Traffic NO Bike Lane	44 Walk/Ride on Sidewalk 50 Standing ON Roadway 51 Playing ON Roadway 52 Working ON Roadway 60 Enter/Exit School Bus 70 Not ON Roadway	99 Other					
Hit & Run <input type="checkbox"/>	Last Name JOHNSON	First Name Carlos	M.I. V	Home Phone	Work Phone						
Address 1245 NE DUSTY COURT			City Mountain Home	State ID	Zip 83647						
Driver's License No. J-525-118-95-163-0		License State FL	License Class E	<input type="checkbox"/> Commercial License		Sex M					
Endorsements (list all) NA		<input type="checkbox"/> School Bus <input type="checkbox"/> Hazardous materials <input type="checkbox"/> Motorcycle <input type="checkbox"/> Tanker vehicle <input type="checkbox"/> Passenger <input type="checkbox"/> Double / triple trailers <input checked="" type="checkbox"/> Combination of tank vehicle & hazardous materials <input type="checkbox"/> OTHER non commercial license endorsements NA None / Not applicable									
Restrictions (list all) 00		<input type="checkbox"/> None <input type="checkbox"/> Daylight only until 16 <input type="checkbox"/> Corrective Lenses <input type="checkbox"/> Mechanical Devices (i.e. Adaptive devices) <input type="checkbox"/> Prosthetic Aid <input type="checkbox"/> Automatic Transmission <input type="checkbox"/> Outside Mirror <input type="checkbox"/> Limited to Daylight Only <input type="checkbox"/> Limited to Employment <input type="checkbox"/> Limited Other <input type="checkbox"/> Special restrictions <input type="checkbox"/> Intrastate Only <input type="checkbox"/> No vehicle equipped with air brakes <input type="checkbox"/> Except Class A Bus <input type="checkbox"/> Except Class A & Class B Bus <input type="checkbox"/> Except Tractor-Trailer <input type="checkbox"/> Learner's Permit Restrictions <input type="checkbox"/> 6 mo - 1 Under 17 Nonrelative <input type="checkbox"/> 3 - wheel motorcycle only <input type="checkbox"/> Seasonal CDL <input type="checkbox"/> Identity Not verified <input type="checkbox"/> Motorcycle-No passenger <input type="checkbox"/> Idaho DL in possession <input type="checkbox"/> Ignition Interlock device <input type="checkbox"/> Non-Freeway <input type="checkbox"/> Community Work Center <input type="checkbox"/> Except Classes A & B School Buses <input type="checkbox"/> 01 Farm Waiver <input type="checkbox"/> 02 Military Vehicles Only <input type="checkbox"/> 99 Other									
(See key at bottom of page for the following fields) →		Protective Device -U	Airbag Deployment -U	Airbag Location -U	Injury K	Ejection 01	Trapped 02	Transported By 05	Idaho Code Number(s) / Violation(s) 00 Not Cited		<input checked="" type="checkbox"/> Not Cited
Transported To (if injured) No Medical Care Provider Needed		EMS Provider Ada County Paramedics - Boise									
1 ← Alcohol / Drug Involvement		Alcohol Test 01		← 1 None Given 3 Blood Test 5 Breath Test →		2 Test Refused 4 Urine Test 6 Field Test		Drug Test 01		Drug Test Results NA	
1 Neither Alcohol nor Drugs Detected 3 Yes, Drugs		BAC Test Results		Drug Used (if known)							
2 Yes, Alcohol 4 Yes, Both											

Passengers (additional passenger information may be added in the Narrative)

Full Name	Sex	Date of Birth	Seating	Protective Device	Airbag Deployment	Airbag Location	Injury	Ejection	Trapped	Transported By
Address (Street, City, State Zip) Home Phone Work Phone										
Injured Transported To EMS Provider										
Karlle A WESTALL	F	11/3/1996	03	-U	-U	-U	K	01	02	05
7604 S ROSE CREST TRL; Sioux Falls, SD 57108										
No Medical Care Provider Needed										
Ada County Paramedics - Boise										
Lawrence P MANLAPIT	M	7/21/1991	04	-U	-U	-U	K	01	02	05
162 INTERVALE RD; Bridgeport, CT 06610										
No Medical Care Provider Needed										
Ada County Paramedics - Boise										

Seating Vehicle Front 1 2 3 4 5 6 7 8 10 ↑ Motorcycle			Protective Device 0 None 1 Shoulder Belt Only 2 Lap Belt Only 3 Shoulder and Lap 5 Helmet Used 6 N/A Non-Motorist 9 Other			Airbag Deployment 1 Deployed 2 Deactivated 3 Missing 4 Not Equipped 5 Not Deployed NA Not Applicable -U Unknown			Airbag Location DEPLOYED: 1 - Front 2 - Side 3 - Combination 4 - Curtain 5 - Other NA Not Applicable		
Injury A Incapacitating B Non-Incapacitating C Possible K Dead O None Evident -U Unknown			Ejection 1 Not Ejected 2 Totally Ejected 3 Partially Ejected I Thrown From Cycle/Animal			Trapped 1 Not Trapped 2 Trapped, extrication unit use 3 Trapped, other extraction method			Transported By 1 Ambulance / EMS 2 Police Car 3 Helicopter 4 Private Vehicle 5 Not Transported		

Unit No.: 3

* If turning, select direction before turning

See Events page for a list of event codes -> First Harmful Event 51 Most Harmful Event 51 General Direction of Travel Street North/South East/West Unit * N E S W On (Street Name) 184

Unit Type

Table with 3 columns of unit types: 1 Pedestrian, 2 Pedalcycle, 3 Motorcycle, 4 Moped, 5 ATV, 6 Car, 10 Motor Home, 11 Snowmobile, 12 Equestrian, 15 Bus - 16 or more seats, 21 Truck - 2 Axle/6 Tires, 22 Truck - 3+ Axle, 23 Truck With Trailer, 24 Bobtail/Tractor - No Trailer, 25 Tractor - 1 Trailer, 26 Tractor - 2 Trailers, 27 Tractor - 3 Trailers, 28 Train, 30 Farm Equipment, 31 Scooter, 32 Pickup, 33 SUV/Crossover, 34 Cargo Van, 40 Construction Equipment, 41 Van - 1 to 8 seats, 42 Van/Bus - 9 to 15 seats, 99 Other, U Hit & Run

Unit Use

Table with 2 columns of unit uses: 0 No Specialized Use, 1 Police, 2 Ambulance, 3 Driver Training, 4 Government, 5 Taxi, 6 Fire, 7 Wrecker, 8 Bus - School, 10 Bus - Intercity (e.g. Greyhound), 11 Bus - Public Transit, Commuter, 13 Bus - Tour / Charter, 14 Limousine, 15 Military, 16 Shuttle, 17 Snow PLOW, 9 Other, NA Non-Vehicle

Emergency Use

Table with 2 columns of emergency use options: 1 YES: In transit, Emergency Lights Activated, 2 YES: In transit, Emergency Lights NOT active, 3 YES: STANDING or PARKED, Emergency Lights Activated, 4 YES: STANDING or PARKED, Emergency Lights NOT active, 5 NO: NOT on an Emergency Response

Attachment

Table with 3 columns of attachment options: 0 None, 1 Boat Trailer, 2 Utility Trailer, 3 Travel Trailer, 4 Towed Vehicle, 5 Mobile Home, 9 other

Unit / Vehicle / Owner

Unit / Vehicle / Owner form fields: Unit Type 25, Unit Use 00, Non-Contact Unit, Emergency Use NA, License Plate No. 64201RP, State OR, VIN 4V4NC9TG33N344430, Year 2003, Make Volvo, Model Conventional Tractor, Color White, Attachment 1 00, Attachment 2 00, Owner Last Name ZHUK EXPRESS LLC, Owner First Name, M.I., Insured? Yes, Insurance Company Name NATIONAL INDEMNITY CO., Policy No. 70TRS078434, Owner Address PO BOX 40, City OREGON CITY, State OR, Zip 97045

Damage

Damage form fields: Initial Point of Impact 06, Principal Point of Impact 06, Extent of Deformity 07, Towed Due to Damage Yes, B & W Towing

Contributing Circumstances (3 possible)

Contributing Circumstances form fields: 00 None, 00 Exceeded Posted Speed, 00 Speed Too Fast For Conditions, 00 Too Slow for Traffic, 00 Improper Overtaking, 00 Improper Lane Change, 00 Following Too Close, 00 Drove Left of Center, 08 Overcorrected, 10 Improper Backing, 11 Improper Turn, 12 Failed to Signal, 13 Failed to Yield, 14 Failed to Obey Stop Sign, 15 Failed to Obey Signal, 16 Tire Defect, 17 Wheel Defect, 18 Light Defect, 19 Other Vehicle Defect, 21 Alcohol Impaired, 22 Inattention, 23 Vision Obstruction, 24 Asleep, Drowsy, Fatigued, 25 Sick, 27 Physical Impairment, 28 Improperly Parked, 31 Previous Accident, 32 Distracted IN or ON Vehicle, 34 Drug Impaired, 35 Improper Use of Turn Lane, 36 Animal(s) in Roadway, 37 Emotional - Depressed, Angry, Disturbed, 38 Failed to Maintain Lane, 39 Foot Slipped Off or Caught On Pedal, 40 Wrong Side or Wrong Way, 41 Brakes, 42 Steering, 43 Truck Coupling, Trailer Hitch, Safety Chains, 44 Wipers, 99 Other, Distracted By (if # 32 selected), Vision Obstructed By (if # 23 selected)

Commercial Vehicle

Commercial Vehicle form fields: Cargo Body 12, GVWR Total 03, Carrier Type 01, Carrier Name ZHUK EXPRESS LLC, Carrier Address PO BOX 40, City OREGON CITY, State OR, Zip 97045, Country, C/MX No. 969860, DOT No. 2888227, Hazardous Materials, Placard Yes No Unknown, Spilled Yes No, Placard No. NA, Hazard Class Number NA

Driver / Pedestrian / Pedalcyclist

12 ↑ Operator Action	Driver			Pedestrian / Pedalcyclist		
	1 Going Straight 2 Turning Right 3 Right Turn on Red 4 Turning Left 5 Left Turn on Red 6 U-Turn 7 Merging 8 Changing Lanes 10 Passing	11 Negotiating Curve 12 Stopped in Traffic 13 Slowing in Traffic 14 Starting in Traffic 15 Parking 18 Backing 20 Avoiding Obstacle 21 Avoiding Vehicle, Pedestrian, Pedalcycle	22 Pursuing Vehicle 23 Fleeing Pursuit 24 Racing 25 Parked Vehicle 26 Driverless Vehicle in Motion 64 Entering/Exiting Parked or Standing Vehicle 65 Entering/Leaving Parking Lot, Driveway, Alley	30 Crossing at Intersection, Crosswalk 31 Crossing at Intersection, NO Crosswalk 35 Crossing at Mid-block, Crosswalk 36 Crossing at Mid-block, NO Crosswalk 40 Walk/Ride with Traffic in Bike Lane 41 Walk/Ride with Traffic NO Bike Lane 42 Walk/Ride Facing Traffic in Bike Lane 43 Walk/Ride Facing Traffic NO Bike Lane	44 Walk/Ride on Sidewalk 50 Standing ON Roadway 51 Playing ON Roadway 52 Working ON Roadway 60 Enter/Exit School Bus 70 Not ON Roadway 99 Other	
Hit & Run <input type="checkbox"/>	Last Name Zhuk	First Name Roman	M.I. I	Home Phone 503-810-3117	Work Phone	
Address 6817 NE 124TH AVE		City VANCOUVER	State WA	Zip 98682		
Driver's License No. ZHUK*RI182L1		License State WA	License Class A	<input checked="" type="checkbox"/> Commercial License		Sex M
Endorsements (list all) NA		<input type="checkbox"/> School Bus <input type="checkbox"/> Hazardous materials <input type="checkbox"/> Motorcycle <input type="checkbox"/> Tanker vehicle <input type="checkbox"/> Passenger <input type="checkbox"/> Double / triple trailers <input checked="" type="checkbox"/> Combination of tank vehicle & hazardous materials <input type="checkbox"/> OTHER non commercial license endorsements <input type="checkbox"/> NA None / Not applicable				
Restrictions (list all) 00		<input type="checkbox"/> None <input type="checkbox"/> Daylight only until 16 <input type="checkbox"/> Corrective Lenses <input type="checkbox"/> Mechanical Devices (i.e. Adaptive devices) <input type="checkbox"/> Prosthetic Aid <input type="checkbox"/> Automatic Transmission <input type="checkbox"/> Outside Mirror <input type="checkbox"/> Limited to Daylight Only <input type="checkbox"/> Limited to Employment <input type="checkbox"/> Limited Other <input type="checkbox"/> Special restrictions <input type="checkbox"/> Intrastate Only <input type="checkbox"/> No vehicle equipped with air brakes <input type="checkbox"/> Except Class A Bus <input type="checkbox"/> Except Class A & Class B Bus <input type="checkbox"/> Except Tractor-Trailer <input type="checkbox"/> Learner's Permit Restrictions <input type="checkbox"/> 6 mo - 1 Under 17 Nonrelative <input type="checkbox"/> 3 - wheel motorcycle only <input type="checkbox"/> Seasonal CDL <input type="checkbox"/> Identity Not verified <input type="checkbox"/> Motorcycle-No passenger <input type="checkbox"/> Idaho DL in possession <input type="checkbox"/> Ignition Interlock device <input checked="" type="checkbox"/> Non-Freeway <input type="checkbox"/> Community Work Center <input type="checkbox"/> Except Classes A & B School Buses <input type="checkbox"/> 01 Farm Waiver <input type="checkbox"/> 02 Military Vehicles Only <input type="checkbox"/> 99 Other				
(See key at bottom of page for the following fields) →	Protective Device 03	Airbag Deployment 05	Airbag Location NA	Injury C	Ejection 01	Trapped 01
Transported To (if injured) No Medical Care Provider Needed				Idaho Code Number(s) / Violation(s) 00 Not Cited		
EMS Provider Ada County Paramedics - Boise						
1 ← Alcohol / Drug Involvement	Alcohol Test 01		← 1 None Given 3 Blood Test 5 Breath Test		Drug Test	
1 Neither Alcohol nor Drugs Detected 3 Yes, Drugs	BAC Test Results		2 Test Refused 4 Urine Test 6 Field Test		01	
2 Yes, Alcohol 4 Yes, Both			Drug Used (if known)		Drug Test Results NA	

Passengers (additional passenger information may be added in the Narrative)

Full Name	Sex	Date of Birth	Seating	Protective Device	Airbag Deployment	Airbag Location	Injury	Ejection	Trapped	Transported By
Erick R Zhuk	M	7/31/2009	11	00	05	NA	O	01	01	05
6817 NE 124th Ave; Vancouver, WA 98682										
No Medical Care Provider Needed			Ada County Paramedics - Boise							
Daria R Zhuk	F	5/9/2011	11	-U	05	NA	O	01	01	05
6817 NE 124th Ave; Vancouver, WA 98682										
No Medical Care Provider Needed			Ada County Paramedics - Boise							

Seating			Protective Device			Airbag Deployment		Airbag Location		
Vehicle Front	11 Sleeper Section (Truck Cab)	16 Pedestrian	0 None	12 Child Restraint System	1 Deployed	DEPLOYED:				
1 2 3	12 Passenger-Enclosed Non-Trailing Unit	17 Pedalcycle	1 Shoulder Belt Only	- Forward Facing	2 Deactivated	1 - Front				
4 5 6	13 Passenger-Unenclosed Non-Trailing Unit	18 Equestrian	2 Lap Belt Only	13 Child Restraint System	3 Missing	2 - Side				
7 8 10	14 Trailing Unit	99 Other (e.g. child on lap, gas tank)	3 Shoulder and Lap	- Rear Facing	4 Not Equipped	3 - Combination				
↑ Motorcycle	15 Riding On Exterior Non-Trailing Unit	-U Unknown	5 Helmet Used	14 Booster Seat	5 Not Deployed	4 - Curtain				
			6 N/A Non-Motorist	15 No Helmet	NA Not Applicable	5 - Other				
			9 Other	-U Unknown	-U Unknown	NA Not Applicable				
Injury			Ejection			Trapped		Transported By		
A Incapacitating	K Dead	1 Not Ejected	3 Partially Ejected	1 Not Trapped	1 Ambulance / EMS	4 Private Vehicle				
B Non-Incapacitating	O None Evident	2 Totally Ejected	I Thrown From Cycle/Animal	2 Trapped, extrication unit use	2 Police Car	5 Not Transported				
C Possible	-U Unknown				3 Trapped, other extraction method	3 Helicopter				

Unit Information

Case No.: B18001815

Unit No.: 4

* If turning, select direction before turning

See Events page for a list of event codes -> First Harmful Event 51 Most Harmful Event 51 General Direction of Travel East/West Street North/South East/West Unit * N E S W On (Street Name) I 84

Unit Type

Table with 3 columns of unit types: 1 Pedestrian, 2 Pedalcycle, 3 Motorcycle, 4 Moped, 5 ATV, 6 Car, 10 Motor Home, 11 Snowmobile, 12 Equestrian, 15 Bus - 16 or more seats, 21 Truck - 2 Axle/6 Tires, 22 Truck - 3+ Axle, 23 Truck With Trailer, 24 Bobtail/Tractor - No Trailer, 25 Tractor - 1 Trailer, 26 Tractor - 2 Trailers, 27 Tractor - 3 Trailers, 28 Train, 30 Farm Equipment, 31 Scooter, 32 Pickup, 33 SUV/Crossover, 34 Cargo Van, 40 Construction Equipment, 41 Van - 1 to 8 seats, 42 Van/Bus - 9 to 15 seats, 99 Other, U Hit & Run

Unit Use

Table with 2 columns of unit uses: 0 No Specialized Use, 1 Police, 2 Ambulance, 3 Driver Training, 4 Government, 5 Taxi, 6 Fire, 7 Wrecker, 8 Bus - School, 10 Bus - Intercity (e.g. Greyhound), 11 Bus - Public Transit, Commuter, 13 Bus - Tour / Charter, 14 Limousine, 15 Military, 16 Shuttle, 17 Snow Plow, 9 Other, NA Non-Vehicle

Emergency Use

Table with 2 columns of emergency use options: 1 YES: In transit, Emergency Lights Activated, 2 YES: In transit, Emergency Lights NOT active, 3 YES: STANDING or PARKED, Emergency Lights Activated, 4 YES: STANDING or PARKED, Emergency Lights NOT active, 5 NO: NOT on an Emergency Response

Attachment

Table with 3 columns of attachment options: 0 None, 1 Boat Trailer, 2 Utility Trailer, 3 Travel Trailer, 4 Towed Vehicle, 5 Mobile Home, 9 other

Unit / Vehicle / Owner

Unit Type 06, Unit Use 00, Non-Contact Unit, Emergency Use NA, License Plate No. 2CRK382, State ID, VIN 3FAHP08116R185881, Year 2006, Make FORD, Model Fusion, Color Gold, Attachment 1 00, Attachment 2 00, Owner Last Name Jorgensen, Owner First Name Toina, M.I. M, Insured? Yes, Insurance Company Name ALPHA PROPERTY AND CASUALTY, Policy No. 4399965, Owner Address 409 N Clarence Lane, City Nampa, State ID, Zip 83687

Damage

Initial Point of Impact 06, Principal Point of Impact 06, Extent of Deformity 06, Towed Due to Damage Yes, Contributing Circumstances (3 possible)

Contributing Circumstances (3 possible)

Table with 5 columns of contributing circumstances: 00 None, 1 Exceeded Posted Speed, 2 Speed Too Fast For Conditions, 3 Too Slow for Traffic, 4 Improper Overtaking, 5 Improper Lane Change, 6 Following Too Close, 7 Drove Left of Center, 8 Overcorrected, 10 Improper Backing, 11 Improper Turn, 12 Failed to Signal, 13 Failed to Yield, 14 Failed to Obey Stop Sign, 15 Failed to Obey Signal, 16 Tire Defect, 17 Wheel Defect, 18 Light Defect, 19 Other Vehicle Defect, 21 Alcohol Impaired, 22 Inattention, 23 Vision Obstruction, 24 Asleep, Drowsy, Fatigued, 25 Sick, 27 Physical Impairment, 28 Improperly Parked, 31 Previous Accident, 32 Distracted IN or ON Vehicle, 34 Drug Impaired, 35 Improper Use of Turn Lane, 36 Animal(s) in Roadway, 37 Emotional - Depressed, Angry, Disturbed, 38 Failed to Maintain Lane, 39 Foot Slipped Off or Caught On Pedal, 40 Wrong Side or Wrong Way, 41 Brakes, 42 Steering, 43 Truck Coupling, Trailer Hitch, Safety Chains, 44 Wipers, 99 Other, Distracted By (if # 32 selected), Vision Obstructed By (if # 23 selected)

Commercial Vehicle

Cargo Body, GVWR Total, Carrier Type, Carrier Name, Carrier Address, City, State, Zip, Country, Hazardous Materials, Placard, Spilled, Placard No., Hazard Class Number

Driver / Pedestrian / Pedalcyclist

12 Operator Action	Driver			Pedestrian / Pedalcyclist							
	1 Going Straight 2 Turning Right 3 Right Turn on Red 4 Turning Left 5 Left Turn on Red 6 U-Turn 7 Merging 8 Changing Lanes 10 Passing	11 Negotiating Curve 12 Stopped in Traffic 13 Slowing in Traffic 14 Starting in Traffic 15 Parking 18 Backing 20 Avoiding Obstacle 21 Avoiding Vehicle, Pedestrian, Pedalcycle	22 Pursuing Vehicle 23 Fleeing Pursuit 24 Racing 25 Parked Vehicle 26 Driverless Vehicle in Motion 64 Entering/Exiting Parked or Standing Vehicle 65 Entering/Leaving Parking Lot, Driveway, Alley	30 Crossing at Intersection, Crosswalk 31 Crossing at Intersection, NO Crosswalk 35 Crossing at Mid-block, Crosswalk 36 Crossing at Mid-block, NO Crosswalk 40 Walk/Ride with Traffic in Bike Lane 41 Walk/Ride with Traffic NO Bike Lane 42 Walk/Ride Facing Traffic in Bike Lane 43 Walk/Ride Facing Traffic NO Bike Lane	44 Walk/Ride on Sidewalk 50 Standing ON Roadway 51 Playing ON Roadway 52 Working ON Roadway 60 Enter/Exit School Bus 70 Not ON Roadway	99 Other					
Hit & Run <input type="checkbox"/>	Last Name Jorgensen	First Name Toina	M.I. M	Home Phone 208-447-9119	Work Phone						
Address 409 N Clarence Lane		City Nampa	State ID	Zip 83687							
Driver's License No. ZD283408J		License State ID	License Class D	<input type="checkbox"/> Commercial License		Sex F					
Endorsements (list all) NA		<input type="checkbox"/> School Bus <input type="checkbox"/> Hazardous materials <input type="checkbox"/> Motorcycle <input type="checkbox"/> Tanker vehicle <input type="checkbox"/> Passenger <input type="checkbox"/> Double / triple trailers <input checked="" type="checkbox"/> Combination of tank vehicle & hazardous materials <input type="checkbox"/> OTHER non commercial license endorsements <input type="checkbox"/> None / Not applicable									
Restrictions (list all) 00		<input type="checkbox"/> None <input type="checkbox"/> Daylight only until 16 <input type="checkbox"/> Corrective Lenses <input type="checkbox"/> Mechanical Devices (i.e. Adaptive devices) <input type="checkbox"/> Prosthetic Aid <input type="checkbox"/> Automatic Transmission <input type="checkbox"/> Outside Mirror <input type="checkbox"/> Limited to Daylight Only <input type="checkbox"/> Limited to Employment <input type="checkbox"/> Limited Other <input type="checkbox"/> Special restrictions <input type="checkbox"/> Intrastate Only <input type="checkbox"/> No vehicle equipped with air brakes <input type="checkbox"/> Except Class A Bus <input type="checkbox"/> Except Class A & Class B Bus <input type="checkbox"/> Except Tractor-Trailer <input type="checkbox"/> Learner's Permit Restrictions <input type="checkbox"/> 6 mo - 1 Under 17 Nonrelative <input type="checkbox"/> 3 - wheel motorcycle only <input type="checkbox"/> Seasonal CDL <input type="checkbox"/> Identity Not verified <input type="checkbox"/> Motorcycle-No passenger <input type="checkbox"/> Idaho DL in possession <input type="checkbox"/> Ignition Interlock device <input checked="" type="checkbox"/> Non-Freeway <input type="checkbox"/> Community Work Center <input type="checkbox"/> Except Classes A & B School Buses <input type="checkbox"/> 01 Farm Waiver <input type="checkbox"/> 02 Military Vehicles Only <input type="checkbox"/> 99 Other									
(See key at bottom of page for the following fields) →		Protective Device 03	Airbag Deployment 01	Airbag Location 01	Injury B	Ejection 01	Trapped 01	Transported By 01	Idaho Code Number(s) / Violation(s) 00 Not Cited		
Transported To (if injured) St. Alphonsus Medical Center - Boise		EMS Provider Ada County Paramedics - Boise									
1 ← Alcohol / Drug Involvement 1 Neither Alcohol nor Drugs Detected 3 Yes, Drugs 2 Yes, Alcohol 4 Yes, Both		Alcohol Test 01	← 1 None Given 3 Blood Test 5 Breath Test 2 Test Refused 4 Urine Test 6 Field Test →		Drug Test 01						
		BAC Test Results /	Drug Used (if known)		Drug Test Results NA						

Passengers (additional passenger information may be added in the Narrative)

Full Name	Address (Street; City, State Zip)	Home Phone	Sex	Date of Birth	Seating	Protective Device	Airbag Deployment	Airbag Location	Injury	Ejection	Trapped	Transported By
Erika L Medina	3320 Airport Rd #10; Nampa, ID 83687	208-514-9252	F	6/18/1992	03	00	01	01	B	01	01	01
	St. Alphonsus Medical Center - Boise	Ada County Paramedics - Boise										

Seating Vehicle Front 1 2 3 4 5 6 7 8 10 ↑ Motorcycle			Protective Device 0 None 1 Shoulder Belt Only 2 Lap Belt Only 3 Shoulder and Lap 5 Helmet Used 6 N/A Non-Motorist 9 Other			Airbag Deployment 1 Deployed 2 Deactivated 3 Missing 4 Not Equipped 5 Not Deployed NA Not Applicable -U Unknown			Airbag Location DEPLOYED: 1 - Front 2 - Side 3 - Combination 4 - Curtain 5 - Other NA Not Applicable		
Injury A Incapacitating B Non-Incapacitating C Possible K Dead O None Evident -U Unknown			Ejection 1 Not Ejected 2 Totally Ejected 3 Partially Ejected I Thrown From Cycle/Animal			Trapped 1 Not Trapped 2 Trapped, extrication unit use 3 Trapped, other extraction method			Transported By 1 Ambulance / EMS 2 Police Car 3 Helicopter 4 Private Vehicle 5 Not Transported		

Unit No.: 5

* If turning, select direction before turning

See Events page for a list of event codes -> First Harmful Event 51, Most Harmful Event 51, General Direction of Travel, Street Direction, Unit * (N, E, S, W), On (Street Name) I 84, First Event Relationship to Junction 00, 0 Nonjunction, 1 In Intersection, 2 Intersection Related, 3 At Driveway/Alley/Parking Lot, 4 Driveway/Alley/Parking Lot Related, 5 On Ramp, 6 Ramp Related, 7 At Railroad Crossing, 8 Railroad Crossing Related, 9 Other

Unit Type

Table with 3 columns of unit types: 1 Pedestrian, 2 Pedalcycle, 3 Motorcycle, 4 Moped, 5 ATV, 6 Car, 10 Motor Home, 11 Snowmobile, 12 Equestrian, 15 Bus - 16 or more seats, 21 Truck - 2 Axle/6 Tires, 22 Truck - 3+ Axle, 23 Truck With Trailer, 24 Bobtail/Tractor - No Trailer, 25 Tractor - 1 Trailer, 26 Tractor - 2 Trailers, 27 Tractor - 3 Trailers, 28 Train, 30 Farm Equipment, 31 Scooter, 32 Pickup, 33 SUV/Crossover, 34 Cargo Van, 40 Construction Equipment, 41 Van - 1 to 8 seats, 42 Van/Bus - 9 to 15 seats, 99 Other, -U Hit & Run

Unit Use

Table with 2 columns of unit uses: 0 No Specialized Use, 1 Police, 2 Ambulance, 3 Driver Training, 4 Government, 5 Taxi, 6 Fire, 7 Wrecker, 8 Bus - School, 10 Bus - Intercity (e.g. Greyhound), 11 Bus - Public Transit, Commuter, 13 Bus - Tour / Charter, 14 Limousine, 15 Military, 16 Shuttle, 17 Snow Plow, 9 Other, NA Non-Vehicle

Emergency Use

Table with 2 columns of emergency use options: 1 YES: In transit, Emergency Lights Activated, 2 YES: In transit, Emergency Lights NOT active, 3 YES: STANDING or PARKED, Emergency Lights Activated, 4 YES: STANDING or PARKED, Emergency Lights NOT active, 5 NO: NOT on an Emergency Response

Attachment

Table with 3 columns of attachment options: 0 None, 1 Boat Trailer, 2 Utility Trailer, 3 Travel Trailer, 4 Towed Vehicle, 5 Mobile Home, 9 other

Unit / Vehicle / Owner

Unit Type 32, Unit Use 00, Non-Contact Unit, Emergency Use NA, License Plate No. 1A5333P, State ID, VIN 1FTFX1EF5EFA17230, Year 2014, Make FORD, Model F150, Color Blue, Attachment 1 00, Attachment 2 00, Owner Last Name Shumway, Owner First Name Gerald, M.I. S, Insured? Yes, Insurance Company Name State Farm Mutual Insurance Company, Policy No. 1234438449, Owner Address 310 S DUNDEE CIRCLE, City BOISE, State ID, Zip 83706

Damage

Initial Point of Impact 06, Principal Point of Impact 09, Extent of Deformity 05, Towed Due to Damage Yes, NAYLOR'S TOWING

Contributing Circumstances (3 possible)

Table of contributing circumstances: 00 None, 1 Exceeded Posted Speed, 2 Speed Too Fast For Conditions, 3 Too Slow for Traffic, 4 Improper Overtaking, 5 Improper Lane Change, 6 Following Too Close, 7 Drove Left of Center, 8 Overcorrected, 10 Improper Backing, 11 Improper Turn, 12 Failed to Signal, 13 Failed to Yield, 14 Failed to Obey Stop Sign, 15 Failed to Obey Signal, 16 Tire Defect, 17 Wheel Defect, 18 Light Defect, 19 Other Vehicle Defect, 21 Alcohol Impaired, 22 Inattention, 23 Vision Obstruction, 24 Asleep, Drowsy, Fatigued, 25 Sick, 27 Physical Impairment, 28 Improperly Parked, 31 Previous Accident, 32 Distracted IN or ON Vehicle, 34 Drug Impaired, 35 Improper Use of Turn Lane, 36 Animal(s) in Roadway, 37 Emotional - Depressed, Angry, Disturbed, 38 Failed to Maintain Lane, 39 Foot Slipped Off or Caught On Pedal, 40 Wrong Side or Wrong Way, 41 Brakes, 42 Steering, 43 Truck Coupling, Trailer Hitch, Safety Chains, 44 Wipers, 99 Other

Commercial Vehicle

Cargo Body, GVWR Total, Carrier Type, Carrier Name, Hazardous Materials, Hazard Class Number

Driver / Pedestrian / Pedalcyclist

12	Driver			Pedestrian / Pedalcyclist						
Operator Action	1 Going Straight	11 Negotiating Curve	22 Pursuing Vehicle	30 Crossing at Intersection, Crosswalk	44 Walk/Ride on Sidewalk					
	2 Turning Right	12 Stopped in Traffic	23 Fleeing Pursuit	31 Crossing at Intersection, NO Crosswalk	50 Standing ON Roadway					
	3 Right Turn on Red	13 Slowing in Traffic	24 Racing	35 Crossing at Mid-block, Crosswalk	51 Playing ON Roadway					
	4 Turning Left	14 Starting in Traffic	25 Parked Vehicle	36 Crossing at Mid-block, NO Crosswalk	52 Working ON Roadway					
	5 Left Turn on Red	15 Parking	26 Driverless Vehicle in Motion	40 Walk/Ride with Traffic in Bike Lane	60 Enter/Exit School Bus					
	6 U-Turn	18 Backing	64 Entering/Exiting Parked or Standing Vehicle	41 Walk/Ride with Traffic NO Bike Lane	70 Not ON Roadway					
	7 Merging	20 Avoiding Obstacle	65 Entering/Leaving Parking Lot, Driveway, Alley	42 Walk/Ride Facing Traffic in Bike Lane						
	8 Changing Lanes	21 Avoiding Vehicle, Pedestrian, Pedalcycle		43 Walk/Ride Facing Traffic NO Bike Lane						
	9 Passing				99 Other					
	10									
Hit & Run <input type="checkbox"/>		Last Name SHUMWAY	First Name GERALD	M.I. S	Home Phone 208-447-6379	Work Phone				
Address 310 S DUNDEE		City BOISE	State ID		Zip 83706					
Driver's License No. ZD285177D		License State ID	License Class D		<input type="checkbox"/> Commercial License					
Endorsements (list all) NA		<input type="checkbox"/> School Bus <input type="checkbox"/> Hazardous materials <input type="checkbox"/> Motorcycle <input type="checkbox"/> Tanker vehicle <input type="checkbox"/> Passenger <input type="checkbox"/> Double / triple trailers <input checked="" type="checkbox"/> Combination of tank vehicle & hazardous materials <input type="checkbox"/> OTHER non commercial license endorsements <input checked="" type="checkbox"/> None / Not applicable								
Restrictions (list all) 00		<input type="checkbox"/> None <input type="checkbox"/> Daylight only until 16 <input type="checkbox"/> Corrective Lenses <input type="checkbox"/> Mechanical Devices (i.e. Adaptive devices) <input type="checkbox"/> Prosthetic Aid <input type="checkbox"/> Automatic Transmission <input type="checkbox"/> Outside Mirror <input type="checkbox"/> Limited to Daylight Only <input type="checkbox"/> Limited to Employment <input type="checkbox"/> Limited Other <input type="checkbox"/> Special restrictions <input type="checkbox"/> Intrastate Only <input type="checkbox"/> No vehicle equipped with air brakes <input type="checkbox"/> Except Class A Bus <input type="checkbox"/> Except Class A & Class B Bus <input type="checkbox"/> Except Tractor-Trailer <input type="checkbox"/> Learner's Permit Restrictions <input type="checkbox"/> 6 mo - 1 Under 17 Nonrelative <input type="checkbox"/> R 3 - wheel motorcycle only <input type="checkbox"/> Seasonal CDL <input type="checkbox"/> Identity Not verified <input type="checkbox"/> Motorcycle-No passenger <input type="checkbox"/> Idaho DL in possession <input type="checkbox"/> Ignition Interlock device <input type="checkbox"/> Non-Freeway <input type="checkbox"/> Community Work Center <input type="checkbox"/> Except Classes A & B School Buses <input type="checkbox"/> 01 Farm Waiver <input type="checkbox"/> 02 Military Vehicles Only <input type="checkbox"/> 99 Other								
(See key at bottom of page for the following fields) →		Protective Device 03	Airbag Deployment 05	Airbag Location NA	Injury C	Ejection 01	Trapped 01	Transported By 05	Idaho Code Number(s) / Violation(s) 00 Not Cited	<input checked="" type="checkbox"/> Not Cited
Transported To (if injured) No Medical Care Provider Needed		EMS Provider Ada County Paramedics - Boise								
1 ← Alcohol / Drug Involvement		Alcohol Test 01		← 1 None Given 3 Blood Test 5 Breath Test 2 Test Refused 4 Urine Test 6 Field Test →		Drug Test 01				
1 Neither Alcohol nor Drugs Detected 3 Yes, Drugs 2 Yes, Alcohol 4 Yes, Both		BAC Test Results		Drug Used (if known)		Drug Test Results NA				

Passengers (additional passenger information may be added in the Narrative)

Full Name	Sex	Date of Birth	Seating	Protective Device	Airbag Deployment	Airbag Location	Injury	Ejection	Trapped	Transported By
Address (Street, City, State Zip)	Home Phone	Work Phone								
Injured Transported To	EMS Provider									

Seating		Protective Device		Airbag Deployment		Airbag Location	
Vehicle Front 1 2 3 4 5 6 7 8 10 ↑ Motorcycle	11 Sleeper Section (Truck Cab) 12 Passenger-Enclosed Non-Trailing Unit 13 Passenger-Unenclosed Non-Trailing Unit 14 Trailing Unit 15 Riding On Exterior Non-Trailing Unit	16 Pedestrian 17 Pedalcycle 18 Equestrian 99 Other (e.g. child on lap, gas tank) -U Unknown	0 None 1 Shoulder Belt Only 2 Lap Belt Only 3 Shoulder and Lap 5 Helmet Used 6 N/A Non-Motorist 9 Other	12 Child Restraint System - Forward Facing 13 Child Restraint System - Rear Facing 14 Booster Seat 15 No Helmet -U Unknown	1 Deployed 2 Deactivated 3 Missing 4 Not Equipped 5 Not Deployed NA Not Applicable -U Unknown	DEPLOYED: 1 - Front 2 - Side 3 - Combination 4 - Curtain 5 - Other NA Not Applicable	
Injury		Ejection		Trapped		Transported By	
A Incapacitating B Non-Incapacitating C Possible K Dead O None Evident -U Unknown		1 Not Ejected 2 Totally Ejected 3 Partially Ejected I Thrown From Cycle/Animal		1 Not Trapped 2 Trapped, extrication unit use 3 Trapped, other extraction method		1 Ambulance / EMS 2 Police Car 3 Helicopter 4 Private Vehicle 5 Not Transported	

Unit Information

Case No.: B18001815

Page 12 of 17

Unit No.: 6

* If turning, select direction before turning

See Events page for a list of event codes -> First Harmful Event 52 Most Harmful Event 52 General Direction of Travel East/West Street North/South East/West Unit * N [X] E S W On (Street Name) 184

Unit Type

- 1 Pedestrian 2 Pedalcycle 3 Motorcycle 4 Moped 5 ATV 6 Car 10 Motor Home 11 Snowmobile 12 Equestrian 15 Bus - 16 or more seats 21 Truck - 2 Axle/6 Tires 22 Truck - 3+ Axle 23 Truck With Trailer 24 Bobtail/Tractor - No Trailer 25 Tractor - 1 Trailer 26 Tractor - 2 Trailers 27 Tractor - 3 Trailers 28 Train 30 Farm Equipment 31 Scooter 32 Pickup 33 SUV/Crossover 34 Cargo Van 40 Construction Equipment 41 Van - 1 to 8 seats 42 Van/Bus - 9 to 15 seats 99 Other -U Hit & Run

Unit Use

- 0 No Specialized Use 1 Police 2 Ambulance 3 Driver Training 4 Government 5 Taxi 6 Fire 7 Wrecker 8 Bus - School 10 Bus - Intercity (e.g. Greyhound) 11 Bus - Public Transit, Commuter 13 Bus - Tour / Charter 14 Limousine 15 Military 16 Shuttle 17 Snow Plow 9 Other NA Non-Vehicle

Emergency Use

- 1 YES: In transit, Emergency Lights Activated 2 YES: In transit, Emergency Lights NOT active 3 YES: STANDING or PARKED, Emergency Lights Activated 4 YES: STANDING or PARKED, Emergency Lights NOT active 5 NO: NOT on an Emergency Response

Attachment

- 0 None 1 Boat Trailer 2 Utility Trailer 3 Travel Trailer 4 Towed Vehicle 5 Mobile Home 9 other

Unit / Vehicle / Owner

Unit Type 06 Unit Use 00 Non-Contact Unit [] Emergency Use NA License Plate No. 2CNK285 State ID VIN (Vehicle Identification No.) 1FMCU0F79FUC79452 Year 2015 Make FORD Model Escape Color Gray Attachment 1 00 Attachment 2 00 Owner Last Name CAB WEST LLC Owner First Name M.I. Insured? Yes Insurance Company Name Progressive Northwestern Insurance Co Policy No. 906867744 Owner Address 40 S NEWBERRY WAY City NAMPA State ID Zip 83651

Damage

Initial Point of Impact 07 Auto / Motorcycle / Tractor with Semi Trailer Principal Point of Impact 07 13 Top and Windows 14 Undercarriage Extent of Deformity 02 0 No Damage 1 Very Minor 2 Minor 3 Minor-Moderate 4 Moderate 5 Moderate-Severe 6 Severe 7 Very Severe Towed Due to Damage [] Yes [X] No Not Towed

Contributing Circumstances (3 possible)

00 0 None 1 Exceeded Posted Speed 2 Speed Too Fast For Conditions 3 Too Slow for Traffic 4 Improper Overtaking 5 Improper Lane Change 6 Following Too Close 7 Drove Left of Center 8 Overcorrected 9 Improper Backing 10 Improper Turn 11 Failed to Signal 12 Failed to Yield 13 Failed to Obey Stop Sign 14 Failed to Obey Signal 15 Failed to Obey Signal 16 Tire Defect 17 Wheel Defect 18 Light Defect 19 Other Vehicle Defect 20 Alcohol Impaired 21 Inattention 22 Vision Obstruction 23 Asleep, Drowsy, Fatigued 24 Sick 25 Sick 27 Physical Impairment 28 Improperly Parked 29 Previous Accident 30 Distracted IN or ON Vehicle 31 Drug Impaired 32 Improper Use of Turn Lane 33 Animal(s) in Roadway 34 Emotional - Depressed, Angry, Disturbed 35 Failed to Maintain Lane 36 Foot Slipped Off or Caught On Pedal 37 Wrong Side or Wrong Way 38 Brakes 39 Steering 40 Truck Coupling, Trailer Hitch, Safety Chains 41 Wipers 42 Other

Commercial Vehicle

Cargo Body 0 None 1 Bus 2 Van/Enclosed Box 3 Cargo Tank 4 Flatbed 5 Dump 6 Concrete Mixer 7 Auto Transporter 8 Garbage/Refuse 10 Pickup Bed 11 Belly Dump/Hopper 12 Intermodal Container Chassis 13 Log 14 Pole Trailer 15 Vehicle Towing another Vehicle 9 Other GVWR Total 1 10,000 lbs or less 2 10,001 - 26,000 lbs 3 More than 26,000 lbs NA Not Applicable Carrier Type 1 Interstate Carrier 2 Intrastate Carrier 3 Not in Commerce/Government 4 Not in Commerce/Other Truck or Bus 9 Other Operation/Not specified Carrier Name Carrier Address City State Zip Country C / MX No. DOT No. Hazardous Materials Placard [] Yes [] No [] Unknown Spilled [] Yes [] No Placard No. Hazard Class Number 1 Explosives 2 Gases - Compressed, Dissolved or Refrigerated 3 Flammable Liquid 4 Flammable Solids - Combustible, Water Reactive 5 Oxidizing Substances - Organic Peroxides 6 Poisonous (Toxic) and Infectious Substances 7 Radioactive Material 8 Corrosives 9 Miscellaneous Dangerous Goods

Driver / Pedestrian / Pedalcyclist

Operator Action	12 Driver	Pedestrian / Pedalcyclist			
	1 Going Straight 2 Turning Right 3 Right Turn on Red 4 Turning Left 5 Left Turn on Red 6 U-Turn 7 Merging 8 Changing Lanes 10 Passing	11 Negotiating Curve 12 Stopped in Traffic 13 Slowing in Traffic 14 Starting in Traffic 15 Parking 18 Backing 20 Avoiding Obstacle 21 Avoiding Vehicle, Pedestrian, Pedalcycle	22 Pursuing Vehicle 23 Fleeing Pursuit 24 Racing 25 Parked Vehicle 26 Driverless Vehicle in Motion 64 Entering/Exiting Parked or Standing Vehicle 65 Entering/Leaving Parking Lot, Driveway, Alley	30 Crossing at Intersection, Crosswalk 31 Crossing at Intersection, NO Crosswalk 35 Crossing at Mid-block, Crosswalk 36 Crossing at Mid-block, NO Crosswalk 40 Walk/Ride with Traffic in Bike Lane 41 Walk/Ride with Traffic NO Bike Lane 42 Walk/Ride Facing Traffic in Bike Lane 43 Walk/Ride Facing Traffic NO Bike Lane	44 Walk/Ride on Sidewalk 50 Standing ON Roadway 51 Playing ON Roadway 52 Working ON Roadway 60 Enter/Exit School Bus 70 Not ON Roadway 99 Other

Hit & Run <input type="checkbox"/>	Last Name Nitu	First Name Fernando	M.I. D	Home Phone 208-989-9918	Work Phone
------------------------------------	--------------------------	-------------------------------	------------------	-----------------------------------	------------

Address 40 S NEWBERRY WAY	City NAMPA	State ID	Zip 83651
-------------------------------------	----------------------	--------------------	---------------------

Driver's License No. BA199566F	License State ID	License Class D	<input type="checkbox"/> Commercial License	Sex M	Date of Birth 12/29/1984
--	----------------------------	---------------------------	---	-----------------	------------------------------------

Endorsements (list all) **NA**
 School Bus Hazardous materials Motorcycle Tanker vehicle Passenger Double / triple trailers
 Combination of tank vehicle & hazardous materials OTHER non commercial license endorsements None / Not applicable

Restrictions (list all) **B**
 None Daylight only until 16 Corrective Lenses Mechanical Devices (i.e. Adaptive devices) Prosthetic Aid
 Automatic Transmission Outside Mirror Limited to Daylight Only Limited to Employment Limited Other Special restrictions
 Intrastate Only No vehicle equipped with air brakes Except Class A Bus Except Class A & Class B Bus
 Except Tractor-Trailer Learner's Permit Restrictions 6 mo - 1 Under 17 Nonrelative R 3 - wheel motorcycle only Seasonal CDL
 Identity Not verified Motorcycle-No passenger Idaho DL in possession Ignition Interlock device Non-Freeway
 Community Work Center Except Classes A & B School Buses 01 Farm Waiver 02 Military Vehicles Only 99 Other

(See key at bottom of page for the following fields) →	Protective Device 03	Airbag Deployment 05	Airbag Location NA	Injury O	Ejection 01	Trapped 01	Transported By 05	Idaho Code Number(s) / Violation(s) 00 Not Cited	<input checked="" type="checkbox"/> Not Cited
--	--------------------------------	--------------------------------	------------------------------	--------------------	-----------------------	----------------------	-----------------------------	--	---

Transported To (if injured)
No Medical Care Provider Needed

EMS Provider
Ada County Paramedics - Boise

1 ← Alcohol / Drug Involvement	Alcohol Test 01	← 1 None Given 3 Blood Test 5 Breath Test →	Drug Test 01
	1 Neither Alcohol nor Drugs Detected 3 Yes, Drugs 2 Yes, Alcohol 4 Yes, Both	BAC Test Results /	Drug Used (if known)	Drug Test Results NA

Passengers (additional passenger information may be added in the Narrative)

Full Name	Sex	Date of Birth	Seating	Protective Device	Airbag Deployment	Airbag Location	Injury	Ejection	Trapped	Transported By
Address (Street; City, State Zip)	Home Phone	Work Phone								
Injured Transported To	EMS Provider									

Seating Vehicle Front 1 2 3 4 5 6 7 8 10 Motorcyle	11 Sleeper Section (Truck Cab) 12 Passenger-Enclosed Non-Trailing Unit 13 Passenger-Unenclosed Non-Trailing Unit 14 Trailing Unit 15 Riding On Exterior Non-Trailing Unit	16 Pedestrian 17 Pedalcycle 18 Equestrian 99 Other (e.g. child on lap, gas tank) -U Unknown	Protective Device 0 None 1 Shoulder Belt Only 2 Lap Belt Only 3 Shoulder and Lap 5 Helmet Used 6 N/A Non-Motorist 9 Other	12 Child Restraint System - Forward Facing 13 Child Restraint System - Rear Facing 14 Booster Seat 15 No Helmet -U Unknown	Airbag Deployment 1 Deployed 2 Deactivated 3 Missing 4 Not Equipped 5 Not Deployed NA Not Applicable -U Unknown	Airbag Location DEPLOYED: 1 - Front 2 - Side 3 - Combination 4 - Curtain 5 - Other NA Not Applicable
Injury A Incapacitating B Non-Incapacitating C Possible	K Dead O None Evident -U Unknown	Ejection 1 Not Ejected 2 Totally Ejected	3 Partially Ejected I Thrown From Cycle/Animal	Trapped 1 Not Trapped 2 Trapped, extrication unit use 3 Trapped, other extraction method	Transported By 1 Ambulance / EMS 2 Police Car 3 Helicopter	4 Private Vehicle 5 Not Transported

Unit No.: 7

* If turning, select direction before turning

See Events page for a list of event codes -> First Harmful Event 77 Most Harmful Event 77 General Direction of Travel [X] East/West Street [X] East/West Unit * [X] E [] S [] W On (Street Name) I 84

Unit Type

1 Pedestrian 2 Pedalcycle 3 Motorcycle 4 Moped 5 ATV 6 Car 10 Motor Home 11 Snowmobile 12 Equestrian 15 Bus - 16 or more seats 21 Truck - 2 Axle/6 Tires 22 Truck - 3+ Axle 23 Truck With Trailer 24 Bobtail/Tractor - No Trailer 25 Tractor - 1 Trailer 26 Tractor - 2 Trailers 27 Tractor - 3 Trailers 28 Train 30 Farm Equipment 31 Scooter 32 Pickup 33 SUV/Crossover 34 Cargo Van 40 Construction Equipment 41 Van - 1 to 8 seats 42 Van/Bus - 9 to 15 seats 99 Other -U Hit & Run

Unit Use

0 No Specialized Use 1 Police 2 Ambulance 3 Driver Training 4 Government 5 Taxi 6 Fire 7 Wrecker 8 Bus - School 10 Bus - Intercity (e.g. Greyhound) 11 Bus - Public Transit, Commuter 13 Bus - Tour / Charter 14 Limousine 15 Military 16 Shuttle 17 Snow Plow 9 Other NA Non-Vehicle

Emergency Use

1 YES: In transit, Emergency Lights Activated 2 YES: In transit, Emergency Lights NOT active 3 YES: STANDING or PARKED, Emergency Lights Activated 4 YES: STANDING or PARKED, Emergency Lights NOT active 5 NO: NOT on an Emergency Response

Attachment

0 None 1 Boat Trailer 2 Utility Trailer 3 Travel Trailer 4 Towed Vehicle 5 Mobile Home 9 other

Unit / Vehicle / Owner

Unit Type 06 Unit Use 00 Non-Contact Unit [] Emergency Use NA License Plate No. 598JMD State OR VIN 1FAHP3FN6AW270048 Year 2010 Make FORD Model Focus Color Silver Attachment 1 00 Attachment 2 00 Owner Last Name MCNEIL Owner First Name GRACE M.I. A Insured? Yes Insurance Company Name Standard Fire Insurance Company Policy No. 6001913822031 Owner Address 1330 DAUGHERTY AVE City COTTAGE GROVE State OR Zip 97424

Damage

Initial Point of Impact 10 Auto / Motorcycle / Tractor with Semi Trailer Principal Point of Impact 10 13 Top and Windows 14 Undercarriage Extent of Deformity 01 0 No Damage 1 Very Minor 2 Minor 3 Minor-Moderate 4 Moderate 5 Moderate-Severe 6 Severe 7 Very Severe Towed Due to Damage [X] Yes [] No TORCH TOWING

Contributing Circumstances (3 possible)

00 0 None 1 Exceeded Posted Speed 2 Speed Too Fast For Conditions 3 Too Slow for Traffic 4 Improper Overtaking 5 Improper Lane Change 6 Following Too Close 7 Drove Left of Center 8 Overcorrected 10 Improper Backing 11 Improper Turn 12 Failed to Signal 13 Failed to Yield 14 Failed to Obey Stop Sign 15 Failed to Obey Signal 16 Tire Defect 17 Wheel Defect 18 Light Defect 19 Other Vehicle Defect 21 Alcohol Impaired 22 Inattention 23 Vision Obstruction 24 Asleep, Drowsy, Fatigued 25 Sick 27 Physical Impairment 28 Improperly Parked 31 Previous Accident 32 Distracted IN or ON Vehicle 34 Drug Impaired 35 Improper Use of Turn Lane 36 Animal(s) in Roadway 37 Emotional - Depressed, Angry, Disturbed 38 Failed to Maintain Lane 39 Foot Slipped Off or Caught On Pedal 40 Wrong Side or Wrong Way 41 Brakes 42 Steering 43 Truck Coupling, Trailer Hitch, Safety Chains 44 Wipers 99 Other

Distracted By (if # 32 selected) 1 Electronic Communication Device (Cell, CB Radio, Etc.) 2 Other Electronic Device (Navigation device, DVD player, IPODS) 3 Passenger 4 Other Inside the Vehicle 5 Previous vehicle Crash/Ticketing Incident/Abandoned Vehicle 6 Other External Distraction Outside Vehicle NA Not Distracted Vision Obstructed By (if # 23 selected) 0 None 1 Curve in Road 2 Hill Crest 3 Roadway Slope/Snowbank 4 Tree/Crop/Bush 5 Reflection From Surface 6 Bright Sunlight 7 Bright Headlights 10 Rain/Snow/Ice ON windows 11 Cracked/Dirty Windows 12 Splash/Spray From Other Vehicle 13 Moving Vehicle 14 Parked Vehicle 15 Traffic Sign 16 Billboard/Fence 17 Building 18 Vehicle Stopped on Roadway 19 Contents in Vehicle Interior 20 Signs/Stickers/Decals on Windows 99 Other

Commercial Vehicle

Cargo Body 0 None 1 Bus 2 Van/Enclosed Box 3 Cargo Tank 4 Flatbed 5 Dump 6 Concrete Mixer 7 Auto Transporter 8 Garbage/Refuse 10 Pickup Bed 11 Belly Dump/Hopper 12 Intermodal Container Chassis 13 Log 14 Pole Trailer 15 Vehicle Towing another Vehicle 9 Other GVWR Total 1 10,000 lbs or less 2 10,001 - 26,000 lbs 3 More than 26,000 lbs NA Not Applicable Carrier Type 1 Interstate Carrier 2 Intrastate Carrier 3 Not in Commerce/Government 4 Not in Commerce/Other Truck or Bus 9 Other Operation/Not specified Carrier Name Carrier Address City State Zip Country C / MX No. DOT No. Hazardous Materials [] Yes [] No [] Unknown Spilled [] Yes [] No Placard No. Hazard Class Number 1 Explosives 2 Gases - Compressed, Dissolved or Refrigerated 3 Flammable Liquid 4 Flammable Solids - Combustible, Water Reactive 5 Oxidizing Substances - Organic Peroxides 6 Poisonous (Toxic) and Infectious Substances 7 Radioactive Material 8 Corrosives 9 Miscellaneous Dangerous Goods

Driver / Pedestrian / Pedalcyclist

Operator Action ↑	12 Driver			Pedestrian / Pedalcyclist						
	1 Going Straight 2 Turning Right 3 Right Turn on Red 4 Turning Left 5 Left Turn on Red 6 U-Turn 7 Merging 8 Changing Lanes 10 Passing	11 Negotiating Curve 12 Stopped in Traffic 13 Slowing in Traffic 14 Starting in Traffic 15 Parking 18 Backing 20 Avoiding Obstacle 21 Avoiding Vehicle, Pedestrian, Pedalcycle	22 Pursuing Vehicle 23 Fleeing Pursuit 24 Racing 25 Parked Vehicle 26 Driverless Vehicle in Motion 64 Entering/Exiting Parked or Standing Vehicle 65 Entering/Leaving Parking Lot, Driveway, Alley	30 Crossing at Intersection, Crosswalk 31 Crossing at Intersection, NO Crosswalk 35 Crossing at Mid-block, Crosswalk 36 Crossing at Mid-block, NO Crosswalk 40 Walk/Ride with Traffic in Bike Lane 41 Walk/Ride with Traffic NO Bike Lane 42 Walk/Ride Facing Traffic in Bike Lane 43 Walk/Ride Facing Traffic NO Bike Lane	44 Walk/Ride on Sidewalk 50 Standing ON Roadway 51 Playing ON Roadway 52 Working ON Roadway 60 Enter/Exit School Bus 70 Not ON Roadway	99 Other				
Hit & Run <input type="checkbox"/>	Last Name Colburn	First Name Rachel	M.I. M	Home Phone 541-900-4405	Work Phone					
Address 740 East Pennsylvania Street			City Boise	State ID	Zip 83706					
Driver's License No. A103726		License State OR	License Class C	<input type="checkbox"/> Commercial License		Sex F				
Endorsements (list all) NA		<input type="checkbox"/> School Bus <input type="checkbox"/> Hazardous materials <input type="checkbox"/> Motorcycle <input type="checkbox"/> Tanker vehicle <input type="checkbox"/> Passenger <input type="checkbox"/> Double / triple trailers <input checked="" type="checkbox"/> Combination of tank vehicle & hazardous materials <input type="checkbox"/> OTHER non commercial license endorsements NA None / Not applicable								
Restrictions (list all) B		<input type="checkbox"/> None <input type="checkbox"/> Daylight only until 16 <input type="checkbox"/> Corrective Lenses <input type="checkbox"/> Mechanical Devices (i.e. Adaptive devices) <input type="checkbox"/> Prosthetic Aid <input type="checkbox"/> Automatic Transmission <input type="checkbox"/> Outside Mirror <input type="checkbox"/> Limited to Daylight Only <input type="checkbox"/> Limited to Employment <input type="checkbox"/> Limited Other <input type="checkbox"/> Special restrictions <input type="checkbox"/> Intrastate Only <input type="checkbox"/> No vehicle equipped with air brakes <input type="checkbox"/> Except Class A Bus <input type="checkbox"/> Except Class A & Class B Bus <input type="checkbox"/> Except Tractor-Trailer <input type="checkbox"/> Learner's Permit Restrictions <input type="checkbox"/> 6 mo - 1 Under 17 Nonrelative <input type="checkbox"/> 3 - wheel motorcycle only <input type="checkbox"/> Seasonal CDL <input type="checkbox"/> Identity Not verified <input type="checkbox"/> Motorcycle-No passenger <input type="checkbox"/> Idaho DL in possession <input type="checkbox"/> Ignition Interlock device <input checked="" type="checkbox"/> Non-Freeway <input type="checkbox"/> Community Work Center <input type="checkbox"/> Except Classes A & B School Buses <input type="checkbox"/> 01 Farm Waiver <input type="checkbox"/> 02 Military Vehicles Only <input type="checkbox"/> 99 Other								
(See key at bottom of page for the following fields) →		Protective Device 03	Airbag Deployment 05	Airbag Location NA	Injury O	Ejection 01	Trapped 01	Transported By 05	Idaho Code Number(s) / Violation(s) 00 Not Cited	<input checked="" type="checkbox"/> Not Cited
Transported To (if injured) No Medical Care Provider Needed		EMS Provider Ada County Paramedics - Boise								
1 ← Alcohol / Drug Involvement 1 Neither Alcohol nor Drugs Detected 2 Yes, Alcohol		Alcohol Test 01		← 1 None Given 2 Test Refused		3 Blood Test 4 Urine Test		5 Breath Test 6 Field Test		→ Drug Test 01
		BAC Test Results		Drug Used (if known)		Drug Test Results NA				

Passengers (additional passenger information may be added in the Narrative)

Full Name	Sex	Date of Birth	Seating	Protective Device	Airbag Deployment	Airbag Location	Injury	Ejection	Trapped	Transported By
Katrina Gessford	F	11/7/1995	03	03	05	NA	O	01	01	05
818 N 18th Street; Boise, ID 83702										
208-616-3977										
No Medical Care Provider Needed										
Ada County Paramedics - Boise										

Seating			Protective Device			Airbag Deployment		Airbag Location
Vehicle Front 1 2 3 4 5 6 7 8 10 ↑ Motorcycle	11 Sleeper Section (Truck Cab) 12 Passenger-Enclosed Non-Trailing Unit 13 Passenger-Unenclosed Non-Trailing Unit 14 Trailing Unit 15 Riding On Exterior Non-Trailing Unit	16 Pedestrian 17 Pedalcycle 18 Equestrian 99 Other (e.g. child on lap, gas tank) -U Unknown	0 None 1 Shoulder Belt Only 2 Lap Belt Only 3 Shoulder and Lap 5 Helmet Used 6 N/A Non-Motorist 9 Other	12 Child Restraint System - Forward Facing 13 Child Restraint System - Rear Facing 14 Booster Seat 15 No Helmet -U Unknown	1 Deployed 2 Deactivated 3 Missing 4 Not Equipped 5 Not Deployed NA Not Applicable -U Unknown	DEPLOYED: 1 - Front 2 - Side 3 - Combination 4 - Curtain 5 - Other NA Not Applicable		
Injury		Ejection		Trapped		Transported By		
A Incapacitating B Non-Incapacitating C Possible	K Dead O None Evident -U Unknown	1 Not Ejected 2 Totally Ejected	3 Partially Ejected I Thrown From Cycle/Animal	1 Not Trapped 2 Trapped, extrication unit use 3 Trapped, other extraction method	1 Ambulance / EMS 2 Police Car 3 Helicopter	4 Private Vehicle 5 Not Transported		

Event

Single Unit Non-Collision	Single Unit Collision With	Multi-Unit Collision
1 Overturn	14 Pedestrian	20 Parked Car - on Private Property
2 Separation of Units	15 Pedalcycle	50 Head-On
3 Cargo Loss/Shift	16 Railroad Train	51 Rear-End
4 Jackknifed	17 Animal - Domestic	60 Backed Into
5 Ran Off Road	18 Animal - Wild	61 Parked Car
6 Down Hill Runaway	19 Other Object Not Fixed	52 Sideswiped Same
7 Fire/Explosion	21 Impact Attenuator	53 Sideswiped Opposite
8 Gas/Inhalation	22 Bridge/Pier/Abutment	58 Angle
9 Other Non-Collision	23 Bridge/Parapet End	54 Head-On Turning
10 Loss of Control	24 Bridge Rail	56 Rear-End Turning
11 Fell/Pushed/Jumped	25 Overpass	59 Angle Turning
12 Non-Collision Injury	26 Guardrail Face	62 Same Dir Turning
13 Immersion	27 Guardrail End	
71 Came Back on Road	28 Concrete Traffic Barrier	
72 Drove Left of Center	30 Traffic Sign Support	
76 Cross Median	39 Other Post, Pole or Support	
82 Vehicle Equipment Failure (Blown Tire/Brake Failure)	40 Delineator Post	
	41 Culvert	
	42 Curb	
	43 Ditch	
	44 Embankment	
	45 Fence	
	46 Mailbox	
	47 Tree	
	48 Building/Wall	
	49 Other Fixed Object	
	74 Cable Barrier	
	77 Struck by Falling/Shifting Cargo or Anything set in motion by a motor vehicle	
	78 Thrown or Falling Object	
	80 Traffic Signal Support	
	81 Utility/Light Support	
		Any Situation
		98 Non-Contact Unit
		99 Other

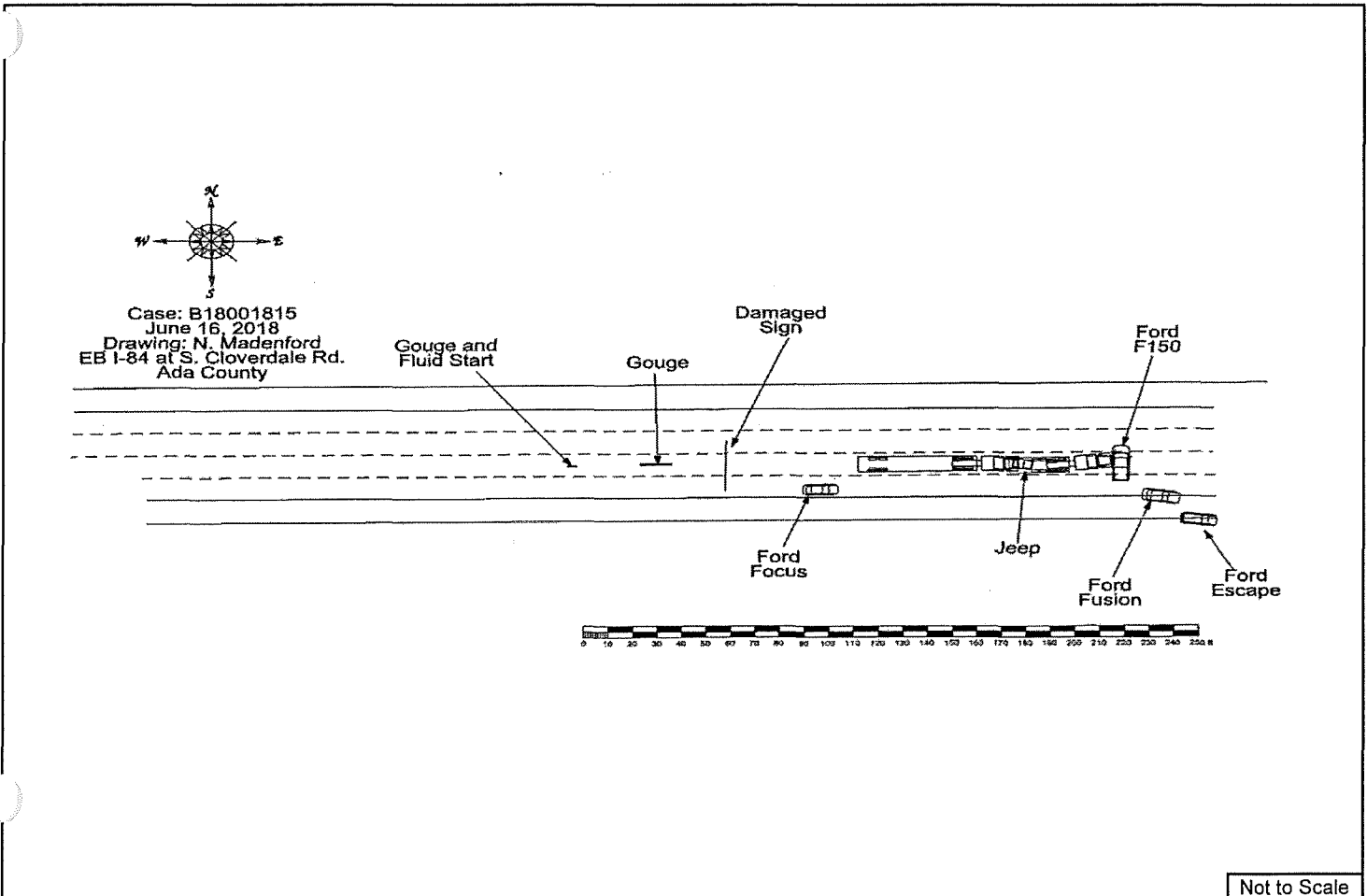
Event Location

1 On Roadway	3 Right Shoulder	5 Outside Right-Of-Way	7 Median	A In Parking Lot	P Private Property
2 Left Shoulder	4 Roadside or Sidewalk	6 Off Roadway-Location Unknown	8 Gore	B Parking Lot Access Rd	9 Other

Events - list events for ALL units in the order they occurred

Unit Number	1	2	1	3	4	3	4	7												
Event	51	51	51	51	51	52	52	77												
Unit Number	2	3	3	4	5	5	6													
Event Location	01	01	01	01	01	01	01	01												

Sketch the Scene



Narrative (additional information / additional passengers - indicate unit no. and all information for additional passengers)

On June 16, 2018, at approximately 2332 hours, a 2019 Volvo (Oregon registration YAIU484) (Oregon trailer registration HV28430), driven by Illya D. TSAR (DOB 10/26/1975) was travelling eastbound on Interstate 84 near milepost 46.9 in Ada County, Idaho. There was construction ahead, and traffic was stop and go. Traffic was at a stop. The 2019 Volvo did not stop, and rear ended a 2008 Jeep Wrangler (Idaho registration E131186) driven by Carlos V. JOHNSON (DOB 05/03/1995). The 2019 Volvo and 2008 Jeep continued, and rear ended a 2003 Volvo (Washington registration 64201RP) (Washington trailer registration 0726ZS) driven by Roman I. Zhuk (DOB 06/21/1982). The 2003 Volvo then rear ended a 2006 Ford (Oregon registration 598JMD) driven by Toina M. Jorgensen (DOB 09/09/1982). The 2006 Ford then rear ended a 2014 Ford (Idaho registration 1A5333P) driven by Gerald S. Shumway (DOB 10/17/1948). The 2006 Ford then side swiped same direction, a 2015 Ford (Idaho registration 2CNK285) driven by Fernando D. Nitu (DOB 12/29/1984). The 2003 Volvo then side swiped same direction, the 2014 Ford. There was a 2010 Ford (Oregon registration 598JMD), driven by Rachel M. Colburn (01/14/1999), which was hit by debris from the 2019 Volvo collision.

7/26/2018 - VIN Correction

Additional Property Damage:

Item Damaged: Embankment, hill, cliff

Estimated Damage:

Owner Name and Address: Idaho Transportation Department; 3311 W State Street, Boise, Idaho

Additional Witnesses:

Name: Traub, Noah

Home Phone: 208-570-8708 Work Phone:

Address: 1348 N Deer Creek Place

Investigating Officer's Name and/or Number Derek Jubitz - 4013	Report Date 6/17/2018	Approved By Sgt. Tyler Jussel - 3518	Approval Date 7/26/2018
--	---------------------------------	--	-----------------------------------

NOTE: Crash Reports need to be transmitted to Idaho Transportation Department's Office of Highway Safety

EXHIBIT 5



Vehicle Attachment – Idaho State Police Post-Crash Vehicle Inspections

Boise, ID

HWY18FH015

(5 pages)

DRIVER/VEHICLE EXAMINATION REPORT

Query Central 3.4

IDAHO STATE POLICE/COMMERCIAL VEHICLE SAFETY
 700 S STATFORD RD
 MERIDIAN, ID 83642-6202
 PHONE: (208) 884-7220 FAX: (208) 884-7192
 EMAIL: CVSMail@ISP.IDAHO.GOV

Report Number: ID3100006357
Inspection Date: 06/19/2018
Start: 6:10 AM MT **End:** 10:24 AM MT
Inspection Level: II - Walk-Around
HM Inspection Type: None

KRUJEX FREIGHT TRANSPORT CORP
 13215-C8 SE MILL PLAIN BLVD #1
 VANCOUVER, WA 98684
USDOT#: 02314662 **Phone#:** (360)524-3887
MC/MX#: 790202 **Fax#:**
State#:

Driver: TSAR, ILLYA D
License#: [REDACTED] **State:** NY
Date of Birth: [REDACTED]
CoDriver:
License#: **State:**
Date of Birth:

Location: EB
Highway: I 84
County: ADA, ID

MilePost: 47
Origin: YAKIMA, WA
Destination: METHUEN, MA

Shipper:
Bill of Lading:
Cargo: APPLES

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	New CVSA #	OOS#
1	TT	VOLV	2019	OR	YAIU484	101204	4V4NC9EH5KN905327				
2	ST	GDAN	2015	OR	HV28430	3131	1GRAA0621FW701488	68,000			

BRAKE ADJUSTMENTS: No Brake Measurements Required For Level 2

VIOLATIONS

Vio Code	Section	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
393.75A3	393.75(a)(3)	1	Y		U	Y	Tire-flat and/or audible air leak: tires flat and damaged due to fire
393.60C	393.60(c)	1	N		N	Y	Damaged or discolored windshield: windshield damaged
393.78	393.78	1	Y		U	Y	Windshield wipers inoperative/defective: wipers inop
393.95A	393.95(a)	1	N		N	Y	No/discharged/unsecured fire extinguisher: no extinguisher
393.95F	393.95(f)	1	N		N	Y	No / insufficient warning devices: no triangles
399.207	399.207	1	N		N	Y	Vehicle access requirements violations: vehicle access damaged in fire
396.3A1BOS	396.3(a)(1)	1	Y		U	Y	BRAKES OUT OF SERVICE: The number of defective brakes is equal to or greater than 20 percent of the service brakes on the vehicle or combination: all truck brakes damaged in fire
393.45DLUV	393.45(d)	1	Y		U	Y	Brake Connections with Leaks Under Vehicle: air lines damaged in fire and don't hold air
396.3A1B	396.3(a)(1)	1	Y		U	Y	Brakes (general) Explain: failed air loss rate
393.207A	393.207(a)	1	Y		U	Y	Axle positioning parts defective/missing: axle positioning parts damaged in the crash and fire, shifted from original position
393.205A	393.205(a)	1	Y		U	Y	Wheel/rim cracked or broken: wheels damaged in fire
393.9	393.9(a)	1	Y		U	Y	Inoperable Required Lamp: no operable lamps, system damaged in fire
396.3A1-LLEAK	396.3(a)(1)	1	Y		U	Y	A liquid fuel system with a dripping leak at any point: fuel tanks damaged in the fire, melted away portions of the tanks
393.9	393.9(a)	2	Y		U	Y	Inoperable Required Lamp: no operable

Report Prepared By:
 JESSE AVERY

Badge #:
 3378

Copy Received By:
 ILLYA TSAR

Page 1 of 2



02314662 ID ID3100006357
 MANLAPIT 000762

X

X

DRIVER/VEHICLE EXAMINATION REPORT

Query Central 3.4

IDAHO STATE POLICE/COMMERCIAL VEHICLE SAFETY
700 S STATFORD RD
MERIDIAN, ID 83642-6202
PHONE: (208) 884-7220 FAX: (208) 884-7192
EMAIL: CVSMAIL@ISP.IDAHO.GOV

Report Number: ID3100006357
Inspection Date: 06/19/2018
Start: 6:10 AM MT End: 10:24 AM MT
Inspection Level: II - Walk-Around
HM Inspection Type: None

KRUJEX FREIGHT TRANSPORT CORP
13215-C6 SE MILL PLAIN BLVD #1
VANCOUVER, WA 98684
USDOT#: 02314662 Phone#: (360)524-3887
MC/MX#: 790202 Fax#:
State#:

Driver: TSAR, ILLYA D
License#:
State: NY
Date of Birth:
CoDriver:
License#:
State:
Date of Birth:

Table with 7 columns: Vio Code, Section, Unit, OOS, Citation #, Verify, Crash, Violations Discovered. Contains 5 rows of violation data.

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: Traffic Enforcement; Post Crash;

Pursuant to the authority contained in I.C. 87 2801A (IDAPA 11.13.01.018 and 11.13.01.019), I hereby notify and declare ILLYA TSAR to be "OUT OF SERVICE." No motor carrier shall permit or require this driver to operate any motor vehicle until: 8/20/18 2024 MT.

I certify that the violations listed in the "OUT OF SERVICE" section of this report have been satisfactorily completed as of the date indicated. Failure to return this report with the required certification can result in penalties up to \$1,000 per day for each day the violation continues, up to a total of \$10,000.

Signature Of Repairer X: Facility: Date:

CARRIER CERTIFICATION: The undersigned certifies that all violations on this report have been corrected and action taken to ensure compliance with the Idaho Code, Motor Carrier Safety and HM Regulations, insofar as they are applicable to motor carriers and drivers. This certification MUST BE SIGNED by the Motor Carrier and RETURNED WITHIN 15 DAYS. Failure to make all repairs listed on this notice may subject the driver to disqualification and/or fines up to \$2,500.00. Employers may also be subject to fines up to \$10,000.00.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
JESSE AVERY

Badge #:
3378

Copy Received By:
ILLYA TSAR



X

X

DRIVER/VEHICLE EXAMINATION REPORT

Query Central 3.4

IDAHO STATE POLICE/COMMERCIAL VEHICLE SAFETY
 700 S STATFORD RD
 MERIDIAN, ID 83642-6202
 PHONE: (208) 884-7220 FAX: (208) 884-7192
 EMAIL: CVSMail@ISP.IDAHO.GOV

Report Number: ID3100006356
Inspection Date: 06/17/2018
Start: 1:48 AM MT **End:** 01:47 AM MT
Inspection Level: II - Walk-Around
HM Inspection Type: None

ZHUK EXPRESS LLC
 PO BOX 40
 OREGON CITY, OR 97045-0040
USDOT#: 02888227 **Phone#:** [REDACTED]
MC/MX#: 969860 **Fax#:** [REDACTED]
State#: [REDACTED]

Driver: ZHUK, ROMAN I
License#: [REDACTED] **State:** WA
Date of Birth: [REDACTED]
CoDriver: [REDACTED]
License#: [REDACTED] **State:** [REDACTED]
Date of Birth: [REDACTED]

Location: EB **MilePost:** 47 **Shipper:** STEMILT
Highway: I 84 **Origin:** WENATCHEE, WA **Bill of Lading:** 838489
County: ADA, ID **Destination:** MONROE TOWNSHIP **Cargo:** PEARS

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Equipment ID	VIN	GVWR	CVSA #	New CVSA #	OOS#
1	TT	VOLV	2003	WA	[REDACTED]	2006	4V4NC9TG33N[REDACTED]	50,350			
2	ST	GDAN	2008	WA	[REDACTED]	2838	1GRAA06288W[REDACTED]	68,000			

BRAKE ADJUSTMENTS: No Brake Measurements Required For Level 2

VIOLATIONS

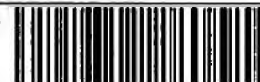
<u>Vio Code</u>	<u>Section</u>	<u>Unit</u>	<u>OOS</u>	<u>Citation #</u>	<u>Verify</u>	<u>Crash</u>	<u>Violations Discovered</u>
393.9	393.9(a)	2	Y		U	Y	Inoperable Required Lamp: no operable lamps
393.45DLUV	393.45(d)	2	Y		U	Y	Brake Connections with Leaks Under Vehicle: air leaks due to fire
393.75A3	393.75(a)(3)	2	Y		U	Y	Tire-flat and/or audible air leak: tires flat/damaged in fire
396.3A1	396.3(a)(1)	2	Y		U	Y	Inspection, repair and maintenance of parts & accessories: external hubs damaged in fire
393.201A	393.201(a)	2	Y		U	Y	Frame cracked / loose / sagging / broken: frame and trailer body damaged in fire
393.86A1	393.86(a)(1)	2	N		N	Y	Rear Impact Guards Required - trailer manufactured on or after January 26, 1998: rear impact guard damaged
396.3A1-LLEAK	396.3(a)(1)	2	Y		U	Y	A liquid fuel system with a dripping leak at any point.: reefer fuel tank damaged in fire
393.11	393.11	1	N		N	Y	No or defective lighting devices or reflective material as required: no reflective material on mud flap area, damaged in fire
393.75A3	393.75(a)(3)	1	Y		U	Y	Tire-flat and/or audible air leak: tires melted in fire, not able to hold air
393.9	393.9(a)	1	Y		U	Y	Inoperable Required Lamp: all lamps inop
396.3A1BOS	396.3(a)(1)	1	Y		U	Y	BRAKES OUT OF SERVICE: The number of defective brakes is equal to or greater than 20 percent of the service brakes on the vehicle or combination: brakes inop due to fire
396.3A1B	396.3(a)(1)	1	Y		U	Y	Brakes (general) Explain:: fail air loss rate
393.45DLUV	393.45(d)	1	Y		U	Y	Brake Connections with Leaks Under Vehicle: air lines damaged in fire, red line behind TT melted and has bubble coming out of it

Report Prepared By:
 JESSE AVERY

Badge #:
 3378

Copy Received By:
 ROMAN ZHUK

Page 1 of 2



02888227 ID ID3100006356
 MANLAPIT 000764

X

X

DRIVER/VEHICLE EXAMINATION REPORT

Query Central 3.4

IDAHO STATE POLICE/COMMERCIAL VEHICLE SAFETY
 700 S STATFORD RD
 MERIDIAN, ID 83642-6202
 PHONE: (208) 884-7220 FAX: (208) 884-7192
 EMAIL: CVSMail@ISP.IDAHO.GOV

Report Number: ID3100006356
Inspection Date: 06/17/2018
Start: 1:48 AM MT **End:** 01:47 AM MT
Inspection Level: II - Walk-Around
HM Inspection Type: None

ZHUK EXPRESS LLC
 PO BOX 40
 OREGON CITY, OR 97046-0040
USDOT#: 02888227 **Phone#:** (503)810-3117
MC/MX#: 969860 **Fax#:**
State#:

Driver: ZHUK, ROMAN I
License#: [REDACTED] **State:** WA
Date of Birth: [REDACTED]
CoDriver:
License#: **State:**
Date of Birth:

<u>Vio Code</u>	<u>Section</u>	<u>Unit</u>	<u>OOS</u>	<u>Citation #</u>	<u>Verify</u>	<u>Crash</u>	<u>Violations Discovered</u>
383.51A-SOUT	383.51(a)	D	Y		N	N	Driving a CMV while CDL is suspended for safety-related or unknown reason and outside the state of drivers license issuance: driver is suspended out of Oregon for unknown reason
395.8A-ELD	395.8(a)(1)	D	Y		N	N	ELD - No record of duty status (ELD Required): no ELD when required, said he was going to put older engine in truck but never did
395.8E	395.8(e)(1)	D	Y		N	N	False report of drivers record of duty status: False Log on 06/16/2018 two log pages for 6/16 with different times, driver admitted his logbook was false
395.3A2-PROP	395.3(a)(2)	D	Y		N	N	Driving beyond 14 hour duty period (Property carrying vehicle): Driving beyond 14 hour duty period on 06/16/2018 driver started on 6/16 at 0600 PT and worked until time of crash at approximately 2233 PT (2333MT)

HazMat: No HM Transported. **Placard:** No **Cargo Tank:**

Special Checks: Post Crash;

Pursuant to the authority contained in I.C. 67 2901A (IDAPA 11.13.01.018 and 11.13.01.019), I hereby notify and declare ROMAN ZHUK to be "OUT OF SERVICE." No motor carrier shall permit or require this driver to operate any motor vehicle until 6/20/18 2033 MT and valid in OR.

I certify that the violations listed in the "OUT OF SERVICE" section of this report have been satisfactorily completed as of the date indicated. Failure to return this report with the required certification can result in penalties up to \$1,000 per day for each day the violation continues, up to a total of \$10,000.

Signature Of Repairer X: _____ Facility: _____ Date: _____

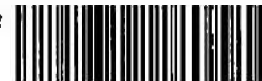
CARRIER CERTIFICATION: The undersigned certifies that all violations on this report have been corrected and action taken to ensure compliance with the Idaho Code, Motor Carrier Safety and HM Regulations, insofar as they are applicable to motor carriers and drivers. This certification **MUST BE SIGNED** by the Motor Carrier and **RETURNED WITHIN 15 DAYS**. Failure to make all repairs listed on this notice may subject the driver to disqualification and/or fines up to \$2,500.00. Employers may also be subject to fines up to \$10,000.00.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
 JESSE AVERY

Badge #:
 3378

Copy Received By:
 ROMAN ZHUK



X _____

X _____

EXHIBIT 6

**Videotaped Deposition of
Corneliu Visan & 30(b)(6) Krujex Freight Transport Corp**



Date: May 7, 2021

Case: Manlapit, Jr., et al. vs. Krujex Freight Transportation Corp., et al.

Lead Case No: CV01-2019-06625

Reporter: Andrea J. Wecker, CSR, RDR, CRR, CRC



ASSOCIATED REPORTING & VIDEO

Next-Level Litigation Support

The Owyhee
1109 Main Street, Suite 220
Boise, Idaho 83702

Phone: (208) 343-4004
Facsimile: (208) 343-4002
production@arvboise.com
arvboise.com

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

LAWRENCE MANLAPIT, JR.,)	
individually as father of)	
LAWRENCE P. MANLAPIT, III,	)	Lead Case No.
DECEASED,	)	CV01-2019-06625
)	
Plaintiff,	)	Consolidated with Case Nos.
	)	CV01-2019-23246
vs.	)	CV01-2020-00653
	)	CV01-2020-02624
KRUJEX FREIGHT TRANSPORT	)	CV01-2020-07803
CORP.; KRUJEX TRANSPORT CORP.)	)	CV01-2020-08172
KRUJEX TRANSPORT SYSTEMS, LLC))	
KRUJEX LOGISTICS INC.;)	
ALBERTSON'S COMPANIES;)	
CORNELIU VISAN; DANIEL VISAN;)	
LIGIA VISAN; STATE OF IDAHO;)	
STATE OF IDAHO DEPARTMENT OF)	
TRANSPORTATION; IDAHO STATE)	
POLICE; PENHALL COMPANY;)	
PARAMETRIX, INC., SPECIALTY)	
CONSTRUCTION SUPPLY LLC, and)	
DOES 1 through 150,)	
inclusive,)	
)	
Defendants.)	
)	
_____)	
And Consolidated Actions)	
_____)	

VIDEOTAPED DEPOSITION OF CORNELIU VISAN
INDIVIDUALLY AND 30(b)(6) KRUJEX FREIGHT TRANSPORT CORP
May 7, 2021
Portland, Oregon

Reported by: Andrea J. Wecker, CSR #716, RDR, CRR, CRC

Page 2

1 VIDEOTAPED DEPOSITION OF CORNELIU VISAN

2

3 BE IT REMEMBERED that the videotaped deposition of

4 CORNELIU VISAN, individually and 30(b)(6) Krujex Freight

5 Transport Corp was taken by the Plaintiffs at the Bidwell

6 Mariott, located at 520 South West Broadway, Portland Oregon,

7 before Andrea J. Wecker, Court Reporter and Notary Public in

8 and for the County of Ada, State of Idaho, on Friday, the

9 7th day of May, 2021, commencing at the hour of 10:05 a.m.

10 Pacific Daylight Time in the above-entitled matter.

11

12

13 APPEARANCES:

14 For the Plaintiff, Lawrence P. Manlapit, Jr.:

15 BAUM HEDLUND ARISTEI & GOLDMAN, P.C.

16 By: Clay Robbins, III, Esq.

17 10940 Wilshire Boulevard

18 17th Floor

19 Los Angeles, California 90024

20 Telephone: (310) 207-3233

21 Facsimile: (310) 820-7444

22 crobbins@baumhedlundlaw.com

23

24 For the Plaintiff, Norko:

25 POWERS FARLEY, PC

By: Mark J. Orler, Esq.

702 West Idaho Street, Suite 700

Boise, Idaho 83702

Telephone: (208) 577-5100

Facsimile: (208) 577-5101

mjo@powersfarley.com

Page 4

1 For the Plaintiff, Estate of Illya Tsar:

2 CAPITOL LAW GROUP, PLLC

3 By: R. John Wetherell, Esq.

4 205 North 10th Street, 4th Floor

5 Boise, Idaho 83701

6 Telephone: (208) 424-8872

7 Facsimile: (208) 424-8874

8 jwetherell@capitolawgroup.com

9

10 DAVIS ROTHWELL EARLE & KOCHIHUA, PC

11 By: Heather C. Beasley, Esq.

12 200 Southwest Market Street, Suite 1800

13 Portland, Oregon 97201

14 Telephone: (503) 222-4422

15 hbeasley@davisrothwell.com

16

17 For the Defendant, Penhall Company:

18 BRASSEY CRAWFORD, PLLC

19 By: Jacob B. Bottari, Esq.

20 345 Bobwhite Court, Suite 215

21 Boise, Idaho 83701

22 Telephone: (208) 344-7300

23 Facsimile: (208) 344-7077

24 jdb@brassey.net

25

26 FORSBERG & UMLAUF, P.S.

27 By: Micah R. Steinhilb, Esq.

28 901 Fifth Avenue, Suite 1400

29 Seattle, Washington 98164

30 Telephone: (206) 689-8500

31 Facsimile: (206) 689-8501

32 msteinhilb@foum.law

33

34 For the Defendant, Albertsons Companies:

35 EBERLE BERLIN KADING TURNBOW & MCKLVEEN

By: Eric A. Gale, Esq.

1111 West Jefferson Street, Suite 530

Boise, Idaho 83701

Telephone: (208) 344-8535

Facsimile: (208) 344-8542

egale@eberle.com

Page 3

1 For the Plaintiff, Johnson:

2 LITSTER FROST INJURY LAWYERS

3 By: Evan S. Mortimer, Esq.

4 3501 West Elder Street, Suite 208

5 Boise, Idaho 83702

6 Telephone: (208) 333-3366

7 Facsimile: (208) 489-6404

8 evan.mortimer@litsterfrost.com

9

10 For the Defendants, State of Idaho, Idaho Department of

11 Transportation, and Idaho State Police:

12 MOORE ELIA & KRAFT, LLP

13 By: Michael J. Elia, Esq.

14 702 West Idaho Street, Suite 800

15 Boise, Idaho 83702

16 Telephone: (208) 336-6900

17 Facsimile: (208) 336-7031

18 mje@melawfirm.net

19

20 For the Plaintiff, Westall:

21 JOHNSON & MONTELEONE, LLP

22 By: Jason R.N. Monteleone, Esq.

23 350 North 9th Street, Suite 500

24 Boise, Idaho 83702

25 Telephone: (208) 331-2100

Facsimile: (208) 947-2424

jason@treasurevalleylawyers.com

For the Defendant, Specialty Construction Supply:

PERKINS MITCHELL POPE & McALLISTER, LLP

By: David S. Perkins, Esq.

300 North 6th Street, Suite 200

Boise, Idaho 83701

Telephone: (208) 345-8600

Facsimile: (208) 345-8660

dsperkins@perkinsmitchell.com

Page 5

1 For the Defendants, Krujex Companies and Visans:

2 MONTGOMERY DOWDLE, LLC

3 By: Gary L. Montgomery, Esq.

4 1396S West Chinden Boulevard, Suite 115

5 Boise, Idaho 83713

6 Telephone: (208) 378-8882

7 Facsimile: (208) 991-4344

8 gary@montgomerydowdle.com

9

10 FOLEY SAMPSON & NICHOLS

11 By: Douglas F. Foley, Esq.

12 13115 Northeast 4th Street, Suite 260

13 Vancouver, Washington 98684

14 Telephone: (360) 883-0636

15 Facsimile: (360) 944-6808

16 doug.foley@dougfoleylaw.com

17

18 For Defendant, TEC and Transco:

19 LETHER LAW GROUP

20 By: Westin McLean, Esq.

21 1848 Westlake Avenue North, Suite 100

22 Seattle, Washington 98109

23 Telephone: (206) 467-5444

24 Facsimile: (206) 467-5544

25 wmclean@letherlaw.com

SMITH FREED EBERHARD

By: Sean K. Conner, Esq.

111 Southwest Columbia Street, Suite 800

Portland, Oregon 97201

Telephone: (503) 227-2424

Facsimile: (503) 227-2535

sconner@smithfreed.com

For the Plaintiff, Jorgensen:

CRAIG SWAPP & ASSOCIATES.

By: Steven Fisher, Esq.

3071 East Franklin Road, Suite 302

Meridian, Idaho 83642

Telephone: (208) 331-0167

Facsimile: (208) 375-2005

steven.fisher@craigswapp.com

Page 6

1 Videographer: Ellison McCarthy
 2
 3
 4
 5
 6
 7
 8
 9
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25

Page 7

I N D E X
 E X A M I N A T I O N

CORNELIU VISAN PAGE

By: Mr. Robbins.....14
 Mr. Orlor.....125
 Mr. McLean.....127
 Mr. Gale.....132
 Mr. Elia.....157
 Mr. Bottari.....168

E X H I B I T S
 Please refer to master exhibit index

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Page 8

P R O C E E D I N G S

1
 2
 3 THE VIDEOGRAPHER: So we are now recording,
 4 and we are on the record. Today's date is May 7th,
 5 2021, and the time is 10:05 a.m. Pacific Time. For
 6 the record, this is the video deposition of
 7 Corneliu Visan individually and as 30(b)(6)
 8 designee for Krujex Freight Transport Corp taken by
 9 the plaintiffs in the matter of Manlapit, Jr.,
 10 et al., versus Krujex Freight Transportation Corp,
 11 et al., Lead Case Number CV01-2019-06625 in the
 12 District Court of the Fourth Judicial District of
 13 the State of Idaho in and for the County of Ada.
 14 The video deposition is being held at
 15 the Bidwell Marriott Hotel, whose address is
 16 520 Southwest Broadway in Portland, Oregon. The
 17 video deposition is being recorded by Ellison
 18 McCarthy and reported by Andrea J. Wecker of
 19 Associated Reporting & Video.
 20 Will counsel please state their
 21 appearances and any stipulations for the record.
 22 MR. ROBBINS: Clay Robbins on behalf of
 23 Plaintiff Lawrence Manlapit, Jr., individually and
 24 as co-administrator of the estate of Lawrence P.
 25 Manlapit III.

Page 9

1 Insofar as stipulations are concerned,
 2 the parties will stipulate that this deposition may
 3 be used with equal force and effect in both the
 4 Idaho litigation, Lead Case Number CV01-2019-06625,
 5 and in the Oregon litigation, Case Number
 6 20CV38443.
 7 Further stipulation that the objection
 8 by a single party in either case to a question
 9 asked to the deposition is reserved for all parties
 10 so that we don't get a group of objections on the
 11 same ground being asserted during the course of the
 12 deposition.
 13 MR. MONTGOMERY: This is Gary Montgomery
 14 appearing on behalf of the Krujex and Visan
 15 defendants, and I agree with the stipulations.
 16 MR. ORLER: Mark Orlor on behalf of Dorine
 17 Norko individually and as co-administrator of the
 18 estate of Lawrence Manlapit III. Also agree with
 19 the stipulations.
 20 MR. GALE: Eric Gale on behalf of Defendant
 21 Albertsons, and we agree with the stipulations.
 22 MR. ELIA: Michael Elia on behalf of the
 23 State of Idaho, and we agree with the stipulations.
 24 MR. FOLEY: Doug Foley on behalf of Krujex
 25 and Cornel Visan individually, and I think we're --

Page 14

1 EXAMINATION

2 BY MR. ROBBINS:

3 Q. Would you state your full name for the

4 record, please.

5 A. Corneliu Visan.

6 Q. Mr. Visan, have you reviewed any

7 documents to prepare yourself for this deposition

8 here today?

9 A. Yes.

10 Q. What documents have you reviewed, sir?

11 A. The documents that were provided by my

12 attorney.

13 MR. ROBBINS: Counsel, I assume those are the

14 documents that have been produced in this

15 litigation?

16 MR. FOLEY: Right. If I may --

17 MR. ROBBINS: Sure.

18 MR. FOLEY: -- I'll just say exactly what he

19 reviewed. We did meet and obviously, in any case,

20 prepare the witness and he did review the documents

21 that he brought to me, which I produced to you.

22 Nothing is being withheld on the basis of privilege

23 because they're historical documents.

24 He's also reviewed with counsel the

25 documents that you've proposed are his exhibits.

Page 16

1 the corporation?

2 A. Yes, I was.

3 Q. All right. So we have attached as

4 Tab No. 109 to Exhibit 6 -- and if counsel can show

5 the witness, Tab 109 is a notice for a designee of

6 Krujex to appear.

7 And, sir, if you would take a look at

8 pages 5 through 6 of that notice. You've had a

9 chance to take a look at the subject areas outlined

10 in the designation request?

11 A. Yes.

12 Q. Okay. And you understand that you are

13 being presented on behalf of your former

14 corporation to discuss, to the extent you have any

15 information, the subject areas that are outlined

16 here?

17 A. Correct.

18 Q. All right. Now, also we have as part of

19 that notice of deposition, there was a request for

20 production of documents. That starts at page 6 and

21 goes through page 10.

22 And on the record, counsel reflected

23 that the production of documents by Krujex

24 responsive to those subject areas, you agree that

25 all documents that -- at least that you are aware

Page 15

1 MR. ROBBINS: All right. Those are the sum

2 total of the documents you've reviewed preparatory

3 to this deposition?

4 THE WITNESS: Yes.

5 Q. (BY MR. ROBBINS) Okay. Mr. Visan, we

6 have asked for your deposition here today both in

7 your individual capacity and as a representative of

8 Krujex Freight Transport Corp.

9 Now, it's my understanding that

10 Krujex --

11 And I will shorten the full name to just

12 "Krujex," if that's okay with you.

13 A. That's fine.

14 Q. Krujex is no longer an operating

15 corporation.

16 Is that correct?

17 A. Correct.

18 Q. All right. And during the course of its

19 operation from 2017 through the date that it ceased

20 operation, what position did you hold?

21 A. I was the president of the company.

22 Q. All right. Did you also hold a position

23 of secretary?

24 A. I would have, yes.

25 Q. Okay. Were you the sole shareholder of

Page 17

1 of in the possession or control of Krujex as an

2 entity have been produced to your counsel by you?

3 A. Yes.

4 Q. Okay. And so there's no other document

5 that you're aware of that has not been produced or

6 that has not been given to your counsel for

7 production in this case?

8 A. Right.

9 Q. All right. Now, we have also asked for

10 your deposition as an individual. I don't

11 expect -- in fact, off the record, I had a

12 discussion with counsel, and I do not expect that

13 your answers to questions will be different in your

14 capacity as an individual as compared to your

15 capacity as a representative of the corporation to

16 the extent that the questions call for factual

17 information that there would be an intersection in

18 your capacity both individually and as a

19 representative of the corporation.

20 But in any event, that notice for you to

21 appear individually appears at Tab No. 110. There

22 is no request to produce as that, but you are here

23 both in your representative capacity and in your

24 capacity as a representative of the corporation.

25 Do you understand that?

Page 18

1 A. Yes.

2 Q. Okay. All right.

3 [Discussion held off the record.]

4 Q. (BY MR. ROBBINS) Let me ask you, please,

5 sir, to go to Tab 111, if you could, and that is

6 comprised of pages 3552 through 3575.

7 Now, this is one of the items that you

8 reviewed in preparation for this deposition?

9 A. Yeah. So this is the compliance review.

10 Sure.

11 Q. Okay. So you recognize this document,

12 Tab No. 111, as being the compliance review that

13 issued as a result of the review that was

14 undertaken of Krujex on July 18, 2018?

15 A. Yes.

16 Q. All right. Now, Krujex had not

17 previously had --

18 And by "Krujex," again, unless I say

19 otherwise, I mean to relate to Krujex Freight

20 Transport Corp.

21 Krujex had not previously had a

22 compliance review by the FMCSA, had they? Or had

23 it?

24 A. Well, there was a -- there was a -- an

25 audit that was done in 2014.

Page 20

1 A. Yes.

2 Q. All right. And those number --

3 And you can just take a look. They are

4 numbered. The FMCSA found there to be

5 22 violations, correct?

6 A. Yes.

7 Q. All right. Now, there was a revision,

8 and that revision appears at Tab 20, if you could

9 pull that tab up.

10 A. Tab 20?

11 Q. Yeah. Tab -- excuse me, Tab 120,

12 page 3675 to 3676.

13 And you're familiar with that document,

14 sir?

15 A. I don't recall this document, but --

16 Yeah.

17 Q. The document states that the primary

18 section number for Violation Number 3 was changed

19 from one code section to a different code section.

20 A. Right.

21 Q. You're aware that that occurred?

22 A. I don't recall this.

23 Q. All right. Do you have any reason to

24 believe that this letter did not issue to you from

25 the FMCSA on or about August 7, 2018?

Page 19

1 Q. And I meant to distinguish between a

2 safety audit and a compliance review.

3 This is the only compliance review that

4 Krujex had had, correct?

5 A. Yes.

6 Q. Okay.

7 A. As far as I know.

8 Q. And to your knowledge, had Krujex prior

9 to this July 18, 2018, compliance review ever had a

10 safety rating issued to it by the FMCSA?

11 A. No.

12 Q. Okay. The first safety rating it had

13 issued was as a result of the compliance review of

14 July 18, 2018?

15 A. That would be correct.

16 Q. And then I understand that thereafter,

17 as a result of a request that we will get into in a

18 moment, that safety rating was upgraded again,

19 correct?

20 A. Correct, yeah.

21 Q. Okay. Now, let me ask you, if you

22 could, to take a look at pages 3554 through 3561.

23 In those pages are itemized the

24 violations that were found by the FMCSA as a result

25 of its compliance review of Krujex, agreed?

Page 21

1 A. I don't have any reason to believe that

2 they didn't issue it.

3 Q. Okay. All right.

4 Now, as a result of this compliance

5 review on July 18, 2018, Krujex was issued a safety

6 rating of unsatisfactory.

7 Is that correct?

8 A. Yes.

9 Q. All right. And if we take a look at

10 Tab 136, there appears to be a letter from the

11 Federal Motor Carrier Safety Administration dated

12 July 20, 2018, advising you of the proposed motor

13 carrier safety rating as a result of the compliance

14 review.

15 Do you recall receiving this document?

16 A. I would have received it.

17 Q. Okay. And down at the bottom of that

18 page, which is numbered 3850, there are the

19 violations of safety regulations that were found

20 based upon the compliance review, agreed?

21 A. Yes.

22 Q. All right. Now, let me ask you to take

23 a look at Tab 111 again and direct your attention

24 to pages 3566 to 3569. That is the listing of the

25 requirements and recommendations that were made by

Page 22

1 the FMCSA based upon the findings from their
 2 compliance review of Krujex.
 3 Would you agree?
 4 A. Yeah, correct.
 5 Q. Okay. Let me ask you to take a look at
 6 the last few pages. It's the narrative portion of
 7 the compliance review. It's pages 3570 through
 8 3575. Let me just touch on a few areas here.
 9 As you previously noted, Krujex had been
 10 the subject of a new entrant safety audit and that
 11 Krujex successfully exited that new entrant process
 12 on or about April 23, 2014, correct?
 13 A. Yes.
 14 Q. Now, at that point in time, your
 15 brother, Daniel, was the president of the
 16 corporation, agreed?
 17 A. Correct.
 18 Q. Okay. And at some point in time, there
 19 was a change, if you will, that was comprised of a
 20 gift of shares of stock and a consent with regard
 21 to the gift of shares of stock.
 22 Let me ask you to take a look at
 23 Tabs 145 and 146.
 24 MR. GALE: Counsel, just a quick question. I
 25 only have access to the electronic exhibits. Is

Page 24

1 Other than that, if you have any questions about a
 2 deposition procedure, let us know.
 3 If you need to take a break for any
 4 reason, you just let us know and you can take a
 5 break. The only proviso on that is if a question
 6 is pending, I'd ask you to answer the question
 7 before we go to break and then answer the best of
 8 your ability and then we'll take the break, okay?
 9 A. Sounds good.
 10 Q. All right. So I was going back to --
 11 and I was asking you to take a look at Tab Nos. 45
 12 and 46. Now, 45 is a declaration of gift from
 13 Daniel Visan --
 14 That's your brother?
 15 A. Correct.
 16 Q. -- to you dated January 1, 2015.
 17 Is that the date upon which your
 18 position in Krujex changed?
 19 A. Correct.
 20 Q. Okay.
 21 MR. FOLEY: It's actually 145, 146, but we
 22 know what you're talking about, just so you know.
 23 You said 45 and 46.
 24 MR. ROBBINS: 145 and 146.
 25 Q. (BY MR. ROBBINS) 146 is the consent in

Page 23

1 there any way to access the tabs or is it just
 2 page numbers I can look at?
 3 MR. ROBBINS: Let's go off the record.
 4 THE VIDEOGRAPHER: We are off the record at
 5 10:24 a.m.
 6 [Discussion held off the record.]
 7 THE VIDEOGRAPHER: We are back on the record
 8 at 10:27 a.m. Pacific Time.
 9 Q. (BY MR. ROBBINS) All right. Mr. Visan,
 10 we took a brief break.
 11 Is there anything from your testimony up
 12 to this point that you'd like to change or revise
 13 in any way?
 14 A. No.
 15 Q. Mr. Visan, I didn't give you a prefatory
 16 explanation of deposition procedure, and I'm not
 17 going to do that now. It's just: You understand
 18 you are under oath?
 19 A. Yes.
 20 Q. Okay. We don't want you to guess or
 21 speculate in response to any questions, okay?
 22 A. Okay.
 23 Q. And it's an oral proceeding, so if you
 24 respond with nods of the head or "uh-huhs" and
 25 "huh-uhs," we'll prompt you to respond verbally.

Page 25

1 lieu of special meeting of the shareholders and
 2 board of directors for Krujex, correct?
 3 A. Correct.
 4 Q. And that also was the official document,
 5 if you will, that effected the change of your
 6 position and your ownership of shares of the stock
 7 in the company?
 8 A. Yes.
 9 Q. Okay. And from that time forward, you
 10 were the only shareholder in the corporation?
 11 A. Yes.
 12 Q. Okay. All right.
 13 Now, on page 3571 --
 14 And let me direct you back to Tab 111.
 15 The second paragraph --
 16 I will let you get to that page, sir.
 17 I'm sorry.
 18 A. 3571?
 19 Q. 3571. And I'll direct your attention to
 20 the first full paragraph on that page.
 21 In that paragraph, the second line of
 22 it, the FMCSA makes the statement -- or the
 23 investigator that, "The financial stability of the
 24 motor carrier is questionable as KFTC largely
 25 leases their vehicles and office space and has no

Page 26

1 major assets."
 2 So was that a correct statement, at
 3 least insofar as KFTC -- that's Krujex Freight
 4 Transport Corp -- largely leases their vehicles at
 5 that time?
 6 A. Yes.
 7 Q. Okay. And was it also true that KFTC at
 8 that time leased office space?
 9 A. Yeah. So we were -- at that time I was
 10 working out of my home, so --
 11 Q. All right. And that at that time, KFTC
 12 had no major assets.
 13 Would that be true?
 14 A. Yes.
 15 Q. Okay. Now, down the second full
 16 paragraph, that kind of addresses the Krujex
 17 entities that had preceded and to some extent were
 18 concurrently operating along with -- I'll say KFTC,
 19 Krujex Freight Transport Corp.
 20 It mentions that KFTC is associated with
 21 Krujex Transport Systems, Krujex Transport Corp,
 22 Krujex Logistics. Was that a true statement, at
 23 least insofar as that point in time was concerned?
 24 A. So when you're saying it had been
 25 associated or it is associated at the time that

Page 28

1 company was the subject of six previous compliance
 2 reviews."
 3 Were you aware that Krujex Transport
 4 Corp had been the subject of six prior compliance
 5 reviews?
 6 A. I know of one --
 7 Q. Okay.
 8 A. -- so I don't know the other five.
 9 Q. All right. It mentions that you were
 10 identified as the vice president on the last
 11 MCS-150 form dated March 11, 2010, for Krujex
 12 Transport Corp.
 13 Do you have any reason to dispute that?
 14 A. No. That's correct.
 15 Q. It states that, "Three previous reviews
 16 of Krujex Transport Corp" -- and it identifies them
 17 at 11/6/2001, 5/25/2011, and 10/20/2012 --
 18 "resulted in a conditional rating of Krujex
 19 Transport Corp."
 20 Are you aware of Krujex Transport Corp
 21 as being rated conditional by the FMCSA at least on
 22 one, if not more, occasions?
 23 A. Right.
 24 Q. And it says, "Additionally, one previous
 25 compliance review resulted in an unsatisfactory

Page 27

1 this was --
 2 Q. Well, what the investigator is stating
 3 there is that KFTC is, at that time of the report,
 4 associated with Krujex Transport Systems, Krujex
 5 Transport Corp, and Krujex Logistics.
 6 A. Well, Krujex Transport Systems and
 7 Krujex Transport Corp were companies that were
 8 dissolved in 2013.
 9 Q. Okay. So they were no longer in
 10 operation?
 11 A. They were no longer in operation.
 12 Q. Okay.
 13 A. So only Krujex Logistics would have been
 14 in operation, you know, as far as --
 15 So the association would be with only
 16 Krujex Logistics.
 17 Q. Okay. Krujex Logistics was not involved
 18 in any way with the particular load being hauled by
 19 Mr. Tsar at the time of the accident.
 20 Is that correct?
 21 A. Right. It was not.
 22 Q. Okay. Now, the middle part of that
 23 paragraph says that, "Krujex Transport Corp," and
 24 it gives the USDOT number, "is an inactive motor
 25 carrier with no out-of-service history, but the

Page 29

1 rating on January 20, 2011."
 2 Were you aware of an unsatisfactory
 3 rating?
 4 A. I don't recall.
 5 Q. Okay. And the next paragraph down says,
 6 "The motor carrier and owner, Cornel Visan, should
 7 be familiar with the FMCSR," that's the Federal
 8 Motor Carrier Safety Regulations, "from their
 9 previous safety audit and Mr. Visan's substantial
 10 history of investigations with Krujex Transport
 11 Corp," and it gives the USDOT number.
 12 As of the date of this review, would you
 13 agree that you were familiar with the Federal Motor
 14 Carrier Safety Regulations as it would relate to
 15 interstate operations of motor carriers?
 16 A. Sure.
 17 Q. Okay. All right.
 18 Mr. Visan, let me ask you, please, to
 19 take a look at Tab 123, pages 3692 through 3698.
 20 This appears to be a Xeroxed copy of a facsimile
 21 transmission sheet and enclosed documentation.
 22 Once you have a chance to review the
 23 documents that I just advised -- or just identified
 24 for you, my question to you is: Do you recognize
 25 those documents?

Page 30

1 A. Yes.

2 Q. Okay. And do you recognize those

3 documents as being a request on your behalf through

4 Glostone Trucking Solutions for an upgrade of the

5 safety rating that had been issued by the FMCSA as

6 a result of their compliance review?

7 A. Yes, I do.

8 Q. All right. Let me ask you to take a

9 look at page 3694.

10 Now, there appears to be an initial down

11 in the lower right-hand portion of that document.

12 Are those your initials, sir?

13 A. Yes.

14 Q. You placed those initials there?

15 A. Yes.

16 Q. You placed those initials confirming

17 that you had, in fact, reviewed what was on that

18 page?

19 A. Yes.

20 Q. Okay. And it, "it" being page 3694,

21 reviews the violations that were found by the FMCSA

22 and confirms the request that the unsatisfactory

23 safety rating was being requested for an upgrade to

24 conditional.

25 Is that correct?

Page 32

1 Q. And then using a driver who is not

2 medically examined and certified?

3 A. Yes.

4 Q. And then failing to place a note related

5 to the verification of the medical examiner's

6 listing on the National Registry of Certified

7 Medical Examiners required by 391.23(m) in the

8 driver qualification file, correct?

9 A. Yes.

10 Q. Now, under Bullet Point 1, following the

11 listing of violations, the first statement is that,

12 "These violations occurred because our company did

13 not have a process in place to ensure that all

14 drivers had driver qualification files completed

15 and containing the required documentation set forth

16 by the FMCSA, including employment applications and

17 investigations into the driver's employment and

18 driving history.

19 "Because we did not have a process in

20 place ensuring completion of driver files, we

21 failed to maintain crucial documents, including

22 record of our drivers' medical certificates and

23 records of the verification of the national

24 registry status of each of our drivers' medical

25 examiner.

Page 31

1 A. Yes.

2 Q. Okay. And those violations were found

3 to include failure to maintain inquiries into

4 driver's driving record and the driver's

5 qualification file?

6 A. Yes.

7 Q. Failing to maintain medical examiner

8 certificate in driver's qualification file?

9 A. Yes.

10 Q. Failure to require driver to furnish

11 list of motor vehicle traffic violations each

12 12 months?

13 A. Correct.

14 Q. Using a driver who has not completed and

15 furnished an employment application?

16 A. Yes.

17 Q. Failing to investigate the driver's

18 background?

19 A. Yes.

20 Q. Failing to make an inquiry into the

21 driving record of each driver to the appropriate

22 state agencies in which the driver held a

23 commercial motor vehicle operator's license at

24 least once every 12 months?

25 A. Yes.

Page 33

1 "Further, we did not have a practice in

2 place to conduct annual reviews of driving records

3 to verify that our drivers continued to qualify for

4 safety-sensitive functions."

5 Did I correctly read that paragraph,

6 sir?

7 A. Yes.

8 Q. Is that true of the manner in which your

9 company -- and by that I mean KFTC -- operated

10 during the period of time, 2017 to 2018?

11 A. Yes.

12 Q. Okay. And in the following paragraphs,

13 you relate the steps that you planned to take on

14 behalf of KFTC to correct the oversights mentioned

15 in the previous paragraph?

16 A. Yes.

17 Q. All right. Now, on page 3696, there's a

18 reference to, "Carrier failed to install and/or

19 require driver to record the driver's duty status

20 using an ELD." And the next, "Making or permitting

21 a driver to make a false report regarding duty

22 status."

23 The next follow-up is, "Requiring or

24 permitting a property-carrying commercial motor

25 vehicle driver to drive more than eight hours since

Page 34

1 the end of the driver's last off duty or sleeper
 2 berth period of at least 30 minutes."
 3 Did I correctly read those violations?
 4 A. Yes.
 5 Q. And then Bullet Point 1 underneath that
 6 paragraph, it is stated that, "These violations
 7 occurred because our company did not have an hours
 8 of service policy in place to ensure drivers were
 9 held accountable for accurately following the hours
 10 of service rules as set forth in Section 395 of the
 11 FMCSA guidelines.
 12 "Our company also did not have a log
 13 auditing process in place at the time to ensure
 14 drivers were held accountable for accurately
 15 following the hours of service rules as set forth
 16 by Section 395 of the FMCSA guidelines.
 17 "Further, our company was frequently
 18 using rental trucks that had their own ELD systems.
 19 Our drivers did not have the proper training to
 20 utilize each different type of ELD the rental
 21 trucks were offering and, therefore, resorted to
 22 paper logs when they did not have success with the
 23 ELD installed."
 24 Did I correctly read that paragraph,
 25 sir?

Page 36

1 pages 3646 through 3650.
 2 Do you recall having received and
 3 reviewed the original of that document that's
 4 reflected at Tab 117?
 5 A. Right. So we received --
 6 Yes.
 7 Q. You received the conditional --
 8 You received an upgrade to the
 9 conditional safety rating, correct?
 10 A. Yes.
 11 Q. And that was dated August 21, 2018?
 12 A. Correct.
 13 Q. Let me ask you to take a look at
 14 Tab 114, page 3585 and 3586. It's a copy of a
 15 letter dated August 22, 2018.
 16 Do you recall having received that
 17 letter as well, sir?
 18 A. I'm sure we would have, yeah.
 19 Q. And that confirms the upgrade of the
 20 safety rating to conditional, agreed?
 21 A. Correct.
 22 Q. Okay. Now, from August 22, 2018,
 23 through the point in time that KFTC ceased
 24 operations, did KFTC have a safety rating of other
 25 than conditional?

Page 35

1 A. Yes.
 2 Q. And your initials at the bottom
 3 right-hand portion of that page, that indicates
 4 your review and agreement with that paragraph?
 5 A. Yes.
 6 Q. And is that the manner in which KFTC
 7 operated during the time frame of 2017 through
 8 2018?
 9 A. Yes.
 10 Q. Okay. And then on paragraphs 3 through
 11 6, you identify the steps that you planned to take
 12 to correct the oversights addressed in the
 13 paragraph that I just read to you, correct?
 14 A. Yes.
 15 Q. And on page 3697, those are your
 16 initials again?
 17 A. Correct.
 18 Q. And on 3698, that is your signature?
 19 A. Yes.
 20 Q. And also your initials at the bottom
 21 right-hand portion of that page, correct?
 22 A. Yes.
 23 Q. All right. Now, as a result of the
 24 request as reflected at Tab 123 that we just went
 25 through, I'd ask you to take a look at Tab 117,

Page 37

1 A. No.
 2 Q. Let me ask you to take a look at
 3 Tab 124. Tab 124 compiles a group of the MCS-150s
 4 dating from June 2012 through June 2020, agreed?
 5 I'll ask you to take a look at it.
 6 A. Yeah, it looks like it. Sure.
 7 Q. Okay. Now, directing your attention to
 8 page 3711, the MCS dated June 15, 2020, up at the
 9 top, the box is checked for "out of business"
 10 notification.
 11 Is that the date upon which Krujex
 12 Freight Transport Corp ceased doing business?
 13 A. What date is this?
 14 Q. Down at the bottom, it reflects now --
 15 And none of these were signed. I just
 16 see a printed name there. But down at the bottom,
 17 the MCS is identified as 6/15/2020?
 18 A. That would be correct.
 19 Q. Okay. And that's the date -- on or
 20 about the date that KFTC ceased doing business?
 21 A. It ceased before that, but, yeah, that's
 22 when we filed the paperwork.
 23 Q. When was it that KFTC actually ceased
 24 doing business?
 25 A. It would have been about the onset of

Page 54

1 Are you aware that at some point in
 2 time, KFTC was granted a change in its designation
 3 by removal of the new entrant designation?
 4 A. I didn't know, no.
 5 Q. At some point in time, were you aware
 6 that KFTC was no longer considered by the FMCSA as
 7 a new entrant?
 8 A. No. I didn't know we were considered
 9 initially as a new entrant. I didn't know about
 10 that.
 11 Q. Okay. That's something that was being
 12 handled by Daniel --
 13 A. Yes.
 14 Q. -- at that point in time? Okay.
 15 Let me ask you to take a look at
 16 Tab 132, pages 3838 to 3839. It's a letter dated
 17 December 16, 2016.
 18 Have you seen that letter before today?
 19 A. No.
 20 Q. All right. Here, it purports to be a
 21 letter from the FMCSA to Krujex Freight Transport
 22 Corp in which the FMCSA advises that it has noticed
 23 a trend in the violations identified during
 24 roadside inspections of Krujex Freight Transport
 25 Corp's vehicles and/or drivers. "Specifically our

Page 56

1 roadside inspections, with hours of service
 2 compliance?
 3 A. No.
 4 Q. Okay. Let me ask you to turn to
 5 Tab 144, pages 3916 through 3929.
 6 Have you seen this document before?
 7 A. Yes.
 8 Q. Okay. And at page 3929, is that a true
 9 and correct copy of your signature?
 10 A. Correct.
 11 Q. Now, this master transportation motor
 12 carrier agreement is dated July 19, 2017, correct?
 13 A. July 21st.
 14 Oh.
 15 Q. Okay. It was signed by you July 21?
 16 A. Yeah.
 17 Q. It's dated in the first paragraph
 18 July 19?
 19 A. Correct.
 20 Q. Okay. Now, at that point in time --
 21 that is, in July of 2017 -- Krujex Freight
 22 Transport Corp did not have a safety rating from
 23 the FMCSA, correct?
 24 A. Correct.
 25 Q. At the time that this --

Page 55

1 records show significant non-compliance in the
 2 areas of hours of service compliance."
 3 Were you aware in or around 2016 that
 4 Krujex's drivers had been found to be out of
 5 compliance with hours of service regulations?
 6 A. No, I wasn't.
 7 Q. Okay. At that point in time, that was
 8 an issue that was being handled by Daniel?
 9 A. No. It would have been --
 10 Daniel was out of the picture in 2015.
 11 Q. 2016, he was out of the picture?
 12 A. Well, he --
 13 So I took over in 2015, so he would have
 14 been out of the picture by this time.
 15 Q. Okay. Do you have any reason to believe
 16 that you didn't receive this correspondence that
 17 was directed at 13215-C8 Southeast Mill Plain
 18 Boulevard?
 19 A. I don't have any reason to believe that
 20 we did not.
 21 Q. Was that Krujex's business address in
 22 December of 2016?
 23 A. That was the mailing -- mailing address.
 24 Q. Okay. Were you aware of your drivers in
 25 or around 2016 having issues upon inspections,

Page 57

1 Strike that.
 2 Prior to the signature of this agreement
 3 between Krujex and Albertsons, did Albertsons ever
 4 make any inquiry as to how it was that Krujex would
 5 meet the requirements of 49 CFR, Part 385?
 6 A. No.
 7 Q. Okay. Did they ever ask to see any
 8 documentation reflecting the safety management
 9 controls that would be compliant with that part
 10 number?
 11 A. No.
 12 Q. Did they ever ask to see any
 13 documentation that reflected the safety management
 14 practices of KFTC at that time?
 15 A. No.
 16 Q. Did they ever ask any questions about
 17 how it was KFTC vetted their drivers before hiring
 18 them?
 19 A. No.
 20 Q. Did they ever ask to see any
 21 documentation that reflected how KFTC monitored
 22 their drivers' hour of service compliance?
 23 A. No.
 24 Q. Did they ever ask to see any safety
 25 manuals that governed KFTC's operation?

Page 58

1 A. No.

2 **Q. Did they ever ask to see any**

3 **documentation that would reflect training programs**

4 **that KFTC utilized with regard to its drivers?**

5 A. No.

6 **Q. Did they ever ask to see any training**

7 **manuals KFTC utilized with respect to its drivers?**

8 A. No.

9 **Q. Did they ask what the practices were of**

10 **KFTC regarding the review of its driver motor**

11 **vehicle violations?**

12 A. No.

13 **Q. Did they ever ask to see any driver**

14 **qualification files?**

15 A. No.

16 **Q. Did they ask to see any procedures**

17 **governing how driver qualification files were**

18 **handled at KFTC?**

19 A. No.

20 **Q. Did they ask to see any documentation**

21 **regarding KFTC's ELD requirements, electronic log**

22 **device requirements?**

23 A. No.

24 **Q. At that point in time -- that is, in**

25 **July of 2017 -- did KFTC have any training program**

Page 60

1 **Q. If a driver brought an issue of, what,**

2 **his being found to be non-compliant with hour of**

3 **service? That's the -- that's when you would --**

4 A. Yeah.

5 **Q. -- do the monitoring?**

6 A. Right.

7 **Q. Okay. In July of 2017, did you have any**

8 **procedure in place wherein you routinely review**

9 **motor vehicle violations that had been received by**

10 **your drivers?**

11 A. Not a routine. Again, it was if the

12 driver brought it to my attention.

13 **Q. Okay. You didn't have a routine where**

14 **then you would check with the DMV, whether it's**

15 **Oregon or Idaho or Washington, to check to see what**

16 **the moving violation status was of your drivers?**

17 A. No.

18 **Q. Did you ask your drivers as a matter of**

19 **routine to inform you when they received moving**

20 **violations?**

21 A. It was -- it was a given that he would

22 bring me the violation if -- if it occurred.

23 **Q. Okay. How do you know that he would**

24 **bring -- "he" being a driver -- would bring you a**

25 **violation?**

Page 59

1 **that it provided to its drivers?**

2 A. No.

3 **Q. Did KFTC do anything to monitor the hour**

4 **of service compliance of its drivers?**

5 A. We would just have the driver -- because

6 I think at that time we had one driver -- just

7 bring in his logbooks.

8 **Q. Okay. In 2017 --**

9 A. Yeah.

10 **Q. -- there was a single driver?**

11 A. Right.

12 **Q. And you would have him bring in his**

13 **logbooks?**

14 A. Right.

15 **Q. Who would undertake the review of the**

16 **logbooks?**

17 A. That would have been my responsibility.

18 **Q. Okay. From 2017 to June 16, 2018, did**

19 **you continue to review logbooks of drivers**

20 **concerning hour of service monitoring?**

21 A. I didn't do that, no.

22 **Q. When did you stop doing that for your**

23 **drivers?**

24 A. I would only do it if there was an issue

25 that was brought to my attention.

Page 61

1 A. Because I would rely on him --

2 **Q. Okay.**

3 A. -- to do that. That was --

4 **Q. So you would know about it if he let you**

5 **know about the violation?**

6 A. Correct, yeah.

7 **Q. Now, insofar as ELD compliance is**

8 **concerned, what was the status of Krujex Freight**

9 **Transport Corp's ELD compliance during the period**

10 **of time July 2017 through June 16, 2018?**

11 A. So the -- the driver that we had, he had

12 an onboard recorder, and so he would use that for

13 his recording of his driving.

14 **Q. All right. The ELD was used by a single**

15 **driver that you're aware of?**

16 A. Right. So onboard recorder is a little

17 bit different than an ELD.

18 **Q. Okay. What's an onboard recorder then?**

19 A. It's an older version of ELDs --

20 **Q. Okay.**

21 A. -- and so that's what he had. And those

22 were grandfathered in when -- when the whole ELD

23 movement commenced.

24 **Q. Did you continue to have just a single**

25 **driver working for Krujex Freight Transport Corp**

Page 62

1 during the period of time July 2017 through
 2 June 16, 2018?
 3 A. Yeah. So for the most part, it was --
 4 Yeah.
 5 Q. For the most part, it was --
 6 A. Yeah.
 7 Q. -- a single driver?
 8 A. Yeah.
 9 Q. Was that augmented then with the arrival
 10 of Illya Tsar?
 11 A. There was another driver, Radu Blaga,
 12 that came on board, and then Illya came on board
 13 about a month before the accident.
 14 MR. FOLEY: Can we just stop just for a
 15 second, please.
 16 Off the record.
 17 MR. ROBBINS: Let's go off the record.
 18 THE VIDEOGRAPHER: We're off the record at
 19 11:35 a.m. Pacific.
 20 [Discussion held off the record.]
 21 THE VIDEOGRAPHER: We are back on the record
 22 at 11:36 a.m. Pacific Time.
 23 Q. (BY MR. ROBBINS) Okay. After taking
 24 that brief timeout, in July of 2017, is it correct
 25 that you -- Krujex Freight Transport Corp utilized

Page 64

1 in fact, did know how to operate an ELD?
 2 A. I don't recall doing that.
 3 Q. Did you ever see any printouts from his
 4 ELD that he utilized during the course of his
 5 operations that was confirmatory to you that he
 6 knew how to operate an ELD?
 7 A. No.
 8 Q. Okay. Do you know whether Mr. Tsar knew
 9 how to operate an ELD before he joined KFTC?
 10 A. I don't know for a fact.
 11 Q. Did you ever ask him?
 12 A. He told me he had an ELD device and that
 13 it was not operational, so the fact that he had
 14 one, then that would indicate to me that he knew
 15 how to operate one.
 16 Q. Did you tell him that the equipment that
 17 KFTC was leasing from TEC Equipment had onboard ELD
 18 equipment?
 19 A. I don't think I was aware that they had
 20 ELD equipment onboard.
 21 Q. Okay. All right.
 22 Did you ever have any discussions with
 23 Mr. Tsar concerning his familiarity with how to
 24 operate ELD equipment in the equipment that you
 25 were leasing for his use?

Page 63

1 a single driver?
 2 A. Yes.
 3 Q. And then at some point in time, then
 4 another driver was brought on, and that was Radu
 5 Blaga?
 6 A. Correct.
 7 Q. All right. And then approximately
 8 30 days before the accident on June 16, 2018, is
 9 when Illya Tsar joined KFTC?
 10 A. Correct.
 11 Q. Okay. What, if anything, was done to
 12 check to see whether Mr. Blaga was ELD compliant?
 13 A. ELD compliant?
 14 Q. Yes. In other words, that he knew how
 15 to use an ELD and was utilizing the ELD in his
 16 operations for KFTC.
 17 A. I don't -- I'm not sure -- I'm not sure
 18 what was done.
 19 Q. Okay. Do you know if he knew -- "he"
 20 being Mr. Blaga -- knew how to utilize an ELD
 21 during the period of time that he worked with KFTC?
 22 A. I think he knew because he had been
 23 working before as a -- as a driver, and so I think
 24 he knew how to -- how to operate an ELD.
 25 Q. Did you do anything to confirm that he,

Page 65

1 A. No.
 2 MR. FOLEY: I think it's punishing me because
 3 the realtime has stopped working on my screen.
 4 [Discussion held off the record.]
 5 Q. (BY MR. ROBBINS) All right. Sir, let me
 6 show you a document that was produced by Albertsons
 7 in this litigation. It is a carrier survey that we
 8 will ask be marked to this deposition as Tab 162.
 9 And you'll see the first --
 10 MR. GALE: Do you have extra copies of that?
 11 MR. ROBBINS: I do not, no, but it's what was
 12 discussed during the Albertsons deposition. It's
 13 just the carrier survey.
 14 Q. (BY MR. ROBBINS) You're taking a look at
 15 that document.
 16 Do you recall --
 17 Strike that.
 18 Can you identify the handwriting on the
 19 document that you have in front of you?
 20 A. Yeah, that's my handwriting.
 21 Q. All right. And that's the survey that
 22 was provided to you by Albertsons to fill out?
 23 A. Sure.
 24 Q. All right. Now, do you recall having
 25 any discussions with Albertsons after you submitted

Page 66

1 that carrier survey with regard to the ELD
 2 compliance of KFTC?
 3 MR. FOLEY: I'm sorry. What is this dated,
 4 Clay?
 5 MR. ROBBINS: I believe it's dated November
 6 of 2017.
 7 MR. FOLEY: Okay.
 8 THE WITNESS: Can you repeat your question,
 9 please?
 10 Q. (BY MR. ROBBINS) Yeah.
 11 Do you recall having any discussions
 12 with any representative of Albertsons regarding
 13 KFTC's ELD compliance at the point in time when
 14 that carrier survey was submitted to Albertsons?
 15 A. No.
 16 Q. Okay. In that carrier survey, you
 17 indicate that at that time, KFTC was zero percent
 18 ELD compliant.
 19 Is that correct?
 20 MR. FOLEY: Right here.
 21 THE WITNESS: Okay. So somebody wrote in
 22 there that, so --
 23 Okay.
 24 Q. (BY MR. ROBBINS) Well, I don't know that
 25 somebody --

Page 68

1 So we upgraded from an onboard recorder
 2 to an ELD, but I'm not 100 percent sure when
 3 that --
 4 Q. What unit was that?
 5 A. That was Truck 59.
 6 Q. Was that a truck that was owned by KFTC?
 7 A. No.
 8 Q. What kind of truck was Truck 59?
 9 A. So it was an owner/operator that was
 10 operating under our authority.
 11 Q. So that was someone other than
 12 Mr. Blaga?
 13 A. Yes.
 14 Q. As of the compliance review of July 18,
 15 2018, the determination had been made by the FMCSA
 16 that KFTC was not ELD compliant as of that date,
 17 agreed?
 18 A. Right. So --
 19 Yeah, I'm not -- that's why I said I'm
 20 not 100 percent sure on the -- but -- you know, if
 21 we upgraded to an ELD.
 22 Q. Okay. You may have upgraded as to one
 23 piece of equipment --
 24 A. Right.
 25 Q. -- but as to the rest of the

Page 67

1 May I take a look real quick for you?
 2 Yeah. That was written by somebody down
 3 below, but if you take a look at basically boxes
 4 13 through 18, you ask questions about, for
 5 example, "What percent of your fleet is currently
 6 ELD compliant," and the response there is,
 7 "Zero percent."
 8 A. Okay.
 9 Q. Okay. So that was written by you, that
 10 your fleet was zero percent ELD compliant at that
 11 point?
 12 A. Correct.
 13 Q. And you further, in one of the boxes,
 14 indicate that it was your intent at that point to
 15 be ELD compliant by December?
 16 A. Right. So --
 17 Q. It's December of 2017?
 18 A. Correct.
 19 Q. Okay. What, if any, steps were taken
 20 between November and December of 2017 by or on
 21 behalf of KFTC to become ELD compliant?
 22 A. So we had the one unit that had the
 23 onboard recorder, and I think that's the one that
 24 got -- but I'm not 100 percent sure on that, that
 25 we got an ELD.

Page 69

1 equipment --
 2 A. No.
 3 Q. Okay. So the rest of the equipment --
 4 You have to wait.
 5 -- your drivers were not trained as to
 6 how to utilize ELD?
 7 MR. GALE: Objection. Misstates testimony.
 8 Q. (BY MR. ROBBINS) You can respond.
 9 A. I didn't train them, but I think they
 10 were -- they were trained prior to.
 11 Q. How do you know they were trained prior
 12 to going to work for KFTC?
 13 A. Because they would have -- they worked
 14 for other carriers, and ELDs would have been
 15 required at that point in time.
 16 Q. Did you ask to see any proof of their
 17 familiarity with ELD equipment before they were
 18 brought on to work for KFTC?
 19 A. No.
 20 Q. Okay. Did you require your drivers --
 21 Strike that.
 22 Did Mr. Blaga sign an employment
 23 application or fill out an employment application
 24 for KFTC?
 25 A. I don't know for sure.

Page 70

1 Q. Okay. Did Mr. Tsar fill out an
 2 employment application for KFTC?
 3 A. No.
 4 Q. Okay.
 5 MR. GALE: Mr. Visan, if you can just speak
 6 up a little bit, it would be helpful.
 7 THE WITNESS: Okay. I'm sorry.
 8 MR. GALE: Thanks.
 9 Q. (BY MR. ROBBINS) Mr. Visan, I want to
 10 direct your attention to some documents that were
 11 provided reflecting jobs hauled by Mr. Visan during
 12 the time that he worked for KFTC.
 13 Bear with me just a moment. I did have
 14 it.
 15 Let me ask you to turn to page 139.
 16 A. Tab?
 17 Q. Tab -- Tab 139. Excuse me. I misspoke.
 18 Let me ask you to turn to Tab 142, pages 3874
 19 through 3910.
 20 Could you describe for me what is
 21 contained on those pages?
 22 A. So those are trips in -- that Mr. Tsar
 23 did for me.
 24 Q. All right. I am looking at
 25 "Trip Number," and I see a 17063.

Page 72

1 were delivered?
 2 A. Correct.
 3 Q. Next is page 3886. That's Trip Number
 4 1700647. That's another trip that was undertaken
 5 by Mr. Tsar?
 6 A. Correct.
 7 Q. It's from Yakima to Portland?
 8 A. Yes.
 9 Q. Next is Trip Number 661, 1700661.
 10 That was a trip that commenced on the
 11 East Coast and --
 12 A. What page number, please?
 13 Q. Excuse me. 3891.
 14 A. Okay.
 15 Q. And it indicates "East Coast tractor."
 16 Is that -- what does that reflect to
 17 you? Is that a tractor that was obtained on the
 18 East Coast?
 19 A. No. It's just a designation where the
 20 load --
 21 We had differentiated between loads that
 22 originate on the West Coast versus the East Coast,
 23 so it's just the designation as to where the load
 24 originated.
 25 Q. All right. For example, going back to

Page 71

1 A. 17063. What page is that?
 2 Q. That's at page 3874.
 3 A. Okay.
 4 Q. And the documents behind that load
 5 sheet, what are those documents?
 6 A. So this is a shipment that we would pick
 7 up on the East Coast and bring to the West Coast,
 8 and so it looks like he -- he just did the delivery
 9 on this, meaning picked up at Cross Dock in Kent
 10 and delivered to Fred Meyer.
 11 Q. In Puyallup?
 12 A. Right. That's what --
 13 Yeah.
 14 Q. And there was also a drop in Portland to
 15 Albertsons?
 16 A. It seems that way, yeah.
 17 Q. And then to a Kehe Food --
 18 A. Correct. Yeah.
 19 Q. And then to Tualatin as well, correct?
 20 MR. FOLEY: Tualatin.
 21 MR. ROBBINS: Tualatin.
 22 Q. (BY MR. ROBBINS) Okay. Next I'd ask you
 23 to take a look --
 24 And the documents behind that are the
 25 bills of lading or the invoices for the goods that

Page 73

1 page 3874, the tractor indicated TEC 10124, does
 2 that indicate that was a TEC piece of equipment or
 3 piece of equipment issued from TEC?
 4 A. Yes.
 5 Q. And it's Device Number 10124?
 6 A. It would be Unit Number 10124.
 7 Q. Okay. Do you know whether that was a
 8 unit that was picked up by Mr. Tsar?
 9 A. I don't know.
 10 Q. All right. And then looking at 3886,
 11 the tractor is ORTRK.
 12 What does that reflect?
 13 A. Yes. So it's a designation of Oregon
 14 truck. So it was West Coast.
 15 Q. Okay. Any designation other than that
 16 you're not able to identify the truck in any
 17 greater detail? For example, was it one that was
 18 obtained from TEC Equipment or from Penske or do
 19 you know?
 20 A. Not off of this paperwork, but, yeah.
 21 So I don't know which -- where that --
 22 So it would probably be the TEC 10124
 23 because it was just three days later.
 24 Q. Okay. Do you know if TEC 10124 was
 25 equipped with the ELD?

Page 78

1 that that you're aware of? 661 is reflected in
 2 3891, and 671 is on page 3908.
 3 A. 3891?
 4 Q. Yeah. 3891 is Trip Number 661, and 3908
 5 is Trip 671, which I think we've identified as the
 6 accident trip.
 7 A. So 3891, that load was done on 6/5, and
 8 this settlement was just for the loads done from
 9 5/17 to 5/29.
 10 Q. Okay. So the payments for loads 661 and
 11 671 would be on a different settlement document?
 12 A. It would be a --
 13 Q. Okay. Now, on this settlement document
 14 that we have at pages 395 -- 3945 and 3946, that
 15 shows the -- all of the deductions that were taken
 16 from the checks that were issued to Mr. Tsar for
 17 those trips?
 18 A. Yes.
 19 Q. Okay. And it shows the only deductions
 20 taken were basically for fuel advance.
 21 Is that correct?
 22 A. Yes.
 23 Q. Okay. Now, can you tell me what 3946
 24 reflects?
 25 A. That's just a copy of the -- of the

Page 79

1 check for the settlement.
 2 Q. Okay. All right.
 3 Now, when was it, if you recall, that
 4 Mr. Tsar first started working for Krujex Freight
 5 Transport Corp?
 6 A. So it would have been the 5/17.
 7 Q. Had he ever worked for Krujex before
 8 5/17?
 9 A. He did not work for Krujex Freight
 10 Transport before 5/17.
 11 Q. Did you know Mr. Tsar before 5/17?
 12 A. Yeah. He had worked for Krujex
 13 Transport as an owner/operator in prior years.
 14 Q. Krujex --
 15 A. Transport Corp.
 16 Q. -- Transport, the company that had
 17 ceased doing business at the time that KFTC --
 18 A. Began, sure. Yeah.
 19 Q. How long had Mr. Tsar worked --
 20 Strike that.
 21 On how many jobs, if you know, had
 22 Mr. Tsar worked with Krujex Transport?
 23 A. I don't know how many jobs he would --
 24 he would have done.
 25 Q. Was that within the time frame that he

Page 80

1 was operating his own motor carrier?
 2 A. Yes.
 3 Q. Okay. And that motor carrier service
 4 was TIT?
 5 A. Yes.
 6 Q. Were you involved in the review of
 7 Mr. Tsar's background and experience to operate a
 8 motor carrier at the time that he was performing
 9 work for Krujex Transport?
 10 A. No.
 11 Q. Okay. Who would have done that, if
 12 anyone?
 13 A. Daniel.
 14 Q. Do you know if he did that, if Daniel
 15 did that?
 16 A. I don't know.
 17 Q. Okay. Mr. Tsar's first job, apparently,
 18 for Krujex Freight Transport was on May 17, 2018?
 19 A. Yes, it would seem that way.
 20 Q. Okay. Now, when he started working for
 21 Krujex Freight Transport Corp, did you make any
 22 inquiry of Mr. Tsar as to what the status of his
 23 own carrier was, TIT?
 24 A. No.
 25 Q. Okay. Do you know whether he was still

Page 81

1 operating his own motor carrier?
 2 A. I don't.
 3 Q. Before Mr. Tsar started work for Krujex
 4 Freight Transport Corp, did you ask to be informed
 5 by him about his motor vehicle violation record?
 6 A. No.
 7 Q. Okay. Did you ask whether he was
 8 familiar with utilizing ELD equipment?
 9 A. No, I didn't.
 10 Q. Did you make inquiry of him as to
 11 whether he was familiar with hours of service
 12 regulations issued by the FMCSA?
 13 A. I didn't make inquiry.
 14 Q. Okay.
 15 A. The fact that he had driven for a number
 16 of years, he would have known.
 17 Q. Okay. You assume that he would have
 18 known based upon the fact that you were aware that
 19 he had been a truck driver --
 20 A. Correct.
 21 Q. -- for a number of years?
 22 A. Correct.
 23 Q. Okay. But you didn't make any
 24 independent inquiry --
 25 A. No.

Page 82

1 Q. -- of his familiarity?
 2 A. No.
 3 Q. All right. Let me ask you to take a
 4 look at Tab 149, pages 3951 and 3952. That's a
 5 bill of sale and a certificate of title, although
 6 I'll ask you to identify it, for a Great Dane
 7 refrigerated trailer, correct?
 8 A. Yes.
 9 Q. All right. Do you recognize the
 10 signature down at the bottom of page 3951?
 11 A. Yes.
 12 Q. Who is that individual?
 13 A. That was Lemuel Visan.
 14 Q. Who is it?
 15 A. Lemuel Visan.
 16 Q. Is that a brother of yours?
 17 A. Yes.
 18 Q. And was that trailer being purchased by
 19 Krujex Freight Transport Corp?
 20 A. Correct.
 21 Q. And on page 3952, it shows a certificate
 22 of title in Krujex Freight Transport Corp in that
 23 Great Dane refrigerated trailer?
 24 A. Not a certificate of title, but it's an
 25 exemption certificate when we picked up the trailer

Page 84

1 good, I take it?
 2 A. I don't know the details. He just told
 3 me that he would not be able to qualify, so --
 4 Q. At any time after --
 5 This shows a bill of sale dated -- I
 6 believe it's May 15 of 2018.
 7 Had Mr. Tsar made any payments toward
 8 his acquiring that refrigerated trailer?
 9 A. No. The arrangement was that once he
 10 started working, then we would start to deduct from
 11 his settlement funds to go towards the purchase of
 12 the -- of the trailer.
 13 Q. Okay. But by taking a look at Tab 148,
 14 pages 3945 to 3946, there had not yet been any
 15 deductions taken from his payments?
 16 A. No.
 17 Q. At least towards the purchase of this
 18 trailer?
 19 A. Right. No. That settlement was -- just
 20 at the beginning was the first, and so we -- we're
 21 not -- we didn't take any payments for this.
 22 Q. Okay. Let me ask you just out of
 23 curiosity because I don't know. So I figured since
 24 you're here, I'll ask.
 25 If you could turn to Tab 150, page 3953,

Page 83

1 in Idaho.
 2 Q. Okay. Was title ever transferred to
 3 Krujex Freight Transport Corp, to the best of your
 4 knowledge?
 5 A. Yes.
 6 Q. Okay. And at the time of the accident
 7 of June 16, 2018, Krujex Freight Transport Corp was
 8 the registered owner of the Great Dane refrigerated
 9 trailer?
 10 A. Correct.
 11 Q. Was there any agreement between KFTC and
 12 Mr. Tsar regarding Mr. Tsar's interest in
 13 purchasing that trailer?
 14 A. Well, the whole intent by us purchasing
 15 it was that he would -- we were purchasing it for
 16 him to buy. His credit wasn't good, so that was
 17 the reason we went out and purchased it because he
 18 was going to purchase it eventually.
 19 Q. Okay. And your understanding was he
 20 wasn't able to purchase it because he would not be
 21 able to get terms for the purchase by --
 22 A. Right.
 23 Q. -- virtue of his credit?
 24 A. Right.
 25 Q. Mr. Tsar had credit that was not very

Page 85

1 it is a UPS next-day air document dated 5 -- it
 2 appears to be 5/30/18 from Mr. Tsar, TIT
 3 Transportation, to Krujex Corp.
 4 Do you know what was contained in this
 5 UPS next-day air letter?
 6 A. 5/30.
 7 I don't know.
 8 Q. Okay. Whatever it was that was
 9 contained in it, were you aware that Mr. Tsar was
 10 operating vehicles for KFTC under his TIT
 11 Transportation carrier authority?
 12 A. No, he was not.
 13 Q. All right. Did you ever make any
 14 inquiry through the FMCSA regarding Mr. Tsar's
 15 status with the FMCSA with regard to his operation
 16 of TIT Transportation?
 17 A. No.
 18 Q. Okay.
 19 All right. Now, Mr. Tsar [sic], we were
 20 provided some documents earlier this week. I've
 21 only got a single copy of that, but let me show you
 22 what we will mark as Exhibit 163. These are --
 23 have been identified as Krujex documents 1819
 24 through 1826. They purport to relate to trips
 25 undertaken by Krujex Freight Transport Corp for

Page 86

1 **Albertsons companies during the period of time**
 2 **February 12, 2018, through April 24, 2018.**
 3 MR. ROBBINS: I'll give that to counsel.
 4 MR. FOLEY: Thanks.
 5 MR. ROBBINS: April 24th, 2019, I should have
 6 said.
 7 **Q. (BY MR. ROBBINS) As you're looking**
 8 **through that, are you familiar with those**
 9 **documents?**
 10 A. I'm familiar inasmuch as they -- they
 11 would look like loads that we did, yeah.
 12 **Q. Okay. So that's a reflection of --**
 13 MR. GALE: Can I take a look?
 14 **Q. (BY MR. ROBBINS) -- loads that you --**
 15 **"you" being KFTC -- hauled for Albertsons during**
 16 **the period of time reflected in that document?**
 17 A. Right.
 18 **Q. Okay. Now, in looking through that**
 19 **document, it appears to me -- and I'll -- if you'd**
 20 **like to count them, you can, but it appears that**
 21 **you hauled 63 loads for Albertsons after June 16,**
 22 **2018.**
 23 **Do you recall that you, in fact,**
 24 **continued to do business with Albertsons after the**
 25 **date of the accident?**

Page 88

1 **Q. Do you recall hauling any loads for**
 2 **Albertsons after April 24, 2019?**
 3 A. Yes, we did some work afterward.
 4 **Q. How much work do you recall having done**
 5 **for Albertsons after 4/24/2019?**
 6 A. The best I could -- I can recall is
 7 probably two to three months in --
 8 **Q. You continued to haul for two to three**
 9 **months after April of 2019?**
 10 A. No. So we did -- we did some local work
 11 for Albertsons.
 12 So I -- I don't know at what point we
 13 began to work with them again after we got our
 14 conditional rating. So -- but that continued on
 15 until about April of the next year, of 2000 --
 16 **Q. Well, that's a good question.**
 17 **Now, you received an unsatisfactory**
 18 **rating in July of 2018, correct?**
 19 A. Yes.
 20 **Q. And that unsatisfactory rating lasted**
 21 **until approximately August of 2018; August 22 of**
 22 **2018, correct?**
 23 A. Okay.
 24 **Q. Between July 18, 2018, and August 22,**
 25 **2018, Krujex was rated unsatisfactory in terms of**

Page 87

1 A. Yes. We continued to do business after
 2 the date of the accident.
 3 **Q. Okay. Now, that exhibit, which we**
 4 **marked as Tab 163, if I can take a quick look, it**
 5 **covers a period of time, as I mentioned before,**
 6 **February 2018 through April of 2019.**
 7 **Do you have a similar document to**
 8 **reflect hauls that were made by KFTC for Albertsons**
 9 **prior to February of 2018?**
 10 A. I don't have one, but --
 11 2018?
 12 **Q. Yeah.**
 13 A. Well, we started working with them about
 14 that time, I think, because our -- our contract --
 15 So our master contract was in July.
 16 **Q. Correct.**
 17 A. And --
 18 **Q. And it looks like November, they were**
 19 **still going through the carrier survey of 2017.**
 20 A. Right.
 21 **Q. Okay. So this probably reflects the**
 22 **first load --**
 23 A. Correct.
 24 **Q. -- having been hauled by KFTC?**
 25 A. Right.

Page 89

1 **safety rating, right?**
 2 A. Between July when?
 3 **Q. July 2018 to August 22, 2018.**
 4 A. Okay. So July '18 to --
 5 **Q. To August 22, 2018.**
 6 A. Yeah. So it would have been
 7 unsatisfactory. Correct.
 8 **Q. Okay. How many loads do you show having**
 9 **hauled by Krujex during that period of time? And**
 10 **I'd direct your attention to Krujex 01823.**
 11 A. 01 --
 12 MR. FOLEY: That's our numbering system,
 13 right?
 14 MR. ROBBINS: That is correct, yeah. Down at
 15 the bottom of the document --
 16 MR. FOLEY: 163?
 17 MR. ROBBINS: -- that you have, yeah, on what
 18 we are marking as Tab 163.
 19 THE WITNESS: What --
 20 MR. FOLEY: 183? You said 018 --
 21 What was it again?
 22 MR. ROBBINS: 1823.
 23 MR. FOLEY: 1823.
 24 There you go.
 25 THE WITNESS: Yeah. I don't think we did any

Page 90

1 loads during that time.

2 **Q. (BY MR. ROBBINS) Well, I'd ask you to**

3 **take a look at loads that are reflected on 1823**

4 **from July 20, 2018, and August 9, 2018.**

5 A. July.

6 **Q. Right in the middle of the document.**

7 A. Okay. So that was Yakima.

8 **Q. Yakima to Sunnyside, Wapato to Yakima,**

9 **Yakima to Twin Falls, and Yakima to Yakima.**

10 **Approximately \$32,000 worth of revenue.**

11 A. Okay. So what's the question, please?

12 **Q. The question is: Does that indicate to**

13 **you that you continued to haul loads for Albertsons**

14 **during a period of time when Krujex Freight**

15 **Transport Corp held an unsatisfactory safety rating**

16 **with the FMCSA?**

17 A. I don't know. I'd have to double check.

18 **Q. Okay. Well, this indicates an invoice**

19 **date.**

20 **What does an invoice reflect? Is that**

21 **when a load was picked up?**

22 A. No. It's when the load is invoiced.

23 **Q. That's when what?**

24 A. I think it's when the load is invoiced,

25 not when it's picked up.

Page 92

1 Exhibit 163 --

2 MR. FOLEY: Right.

3 MR. ROBBINS: -- as to whether the invoice

4 date reflects the date that the work commenced or

5 whether that was just when the work that had

6 previously been done was invoiced by Albertsons. I

7 just --

8 MR. FOLEY: Right.

9 MR. ROBBINS: -- need to find out --

10 MR. FOLEY: I'll talk to him during a break

11 and try to straighten it out when we come back.

12 That's fine.

13 MR. ROBBINS: All right.

14 MR. FOLEY: Because our intent was to give

15 you all of those records of --

16 MR. ROBBINS: Understood.

17 MR. FOLEY: -- all those at any time in the

18 relevant time period here as well with Albertsons.

19 MR. ROBBINS: Okay. Understood.

20 **Q. (BY MR. ROBBINS) Was there a point in**

21 **time, though, after the June 16, 2018, accident**

22 **when Albertsons declined to issue loads to KFTC?**

23 A. Well, yes. So about April 2019, I

24 believe, Albertsons said that they would no

25 longer -- they -- companywide, they would no longer

Page 91

1 **Q. Okay. So that could have been after?**

2 A. Right.

3 **Q. Okay.**

4 A. So we --

5 It could be for work done prior, but

6 then we didn't invoice it until later until we

7 received paperwork.

8 **Q. How would we be able to find out when**

9 **that work was actually performed?**

10 A. I would have to go back into the records

11 and see.

12 MR. ROBBINS: Okay. I'd ask, Counsel, if you

13 can see if we could get that information for any

14 work having been performed between July 19, 2018,

15 and August 22, 2018.

16 MR. FOLEY: Yeah, that's fine. I think we

17 gave you the load sheets, which should show all of

18 that in terms of 2018/2019 with Albertsons. I

19 don't know if the load sheets would be that

20 document, but I believe I -- there was -- I know we

21 gave you a lot of those documents on Tuesday

22 through DropBox, Clay. So --

23 MR. ROBBINS: Well, all I'm trying to find

24 out is the witness has testified that he can't

25 confirm by looking at what we marked as

Page 93

1 work with conditional carriers. And so, therefore,

2 since we had a conditional authority then, they

3 would no longer be able to work with us.

4 **Q. Okay. But my question, though --**

5 **And I appreciate that, but my question**

6 **is: During the period of time, the approximate**

7 **one-month period of time that KFTC held an**

8 **unsatisfactory rating, during that period of time,**

9 **are you aware of any time where Albertsons declined**

10 **to allow Krujex Freight Transport to transport**

11 **goods for it?**

12 A. No. I'm not aware where they declined.

13 **Q. Okay.**

14 A. I don't think --

15 That's why I said I need to double

16 check. I don't --

17 The accident was a severe blow to me,

18 and I basically didn't work for a while. So I

19 don't think I would have been involved in --

20 I think pretty much everything came to a

21 halt at that point in time.

22 **Q. All right. Well, that's the next**

23 **question I was going to ask you is: Do you know**

24 **whether KFTC continued to haul loads for any**

25 **company during the approximate one-month period of**

Page 94

1 time between July 2018 and August 2018?
 2 A. No, I don't think so.
 3 Q. You don't think they did or --
 4 A. Between --
 5 No.
 6 Q. Yeah, between July 18, 2018, and
 7 August -- the date that --
 8 A. That we got the conditional?
 9 Q. Conditional, yes.
 10 A. Yeah. Like I said, I have to -- I'd
 11 have to go back. But that period was -- was
 12 devastating, and so I -- I don't think I worked.
 13 But anyway, I'd have to double check.
 14 Q. Okay. And you'd be able to check your
 15 records to see whether KFTC continued to operate --
 16 A. Sure.
 17 Q. -- hauling loads for people during that
 18 period of time?
 19 A. Yes.
 20 Q. Okay. So your recollection is that in
 21 April of 2019, Albertsons made a business decision
 22 not to issue loads to carriers that had a
 23 conditional rating?
 24 A. That's what I was told.
 25 Q. Okay. But before that time -- that is,

Page 96

1 MR. ROBBINS: Tab 148, yeah, pages 3939 to
 2 3942.
 3 Q. (BY MR. ROBBINS) And then also 3947
 4 through 3950.
 5 Now, Mr. Visan, I know that we have,
 6 this week, been provided with the entirety of the
 7 drug and alcohol program manual and I believe the
 8 entirety of the FMCSA compliance manual, but let me
 9 ask you this: The drug and alcohol program manual,
 10 when did Krujex Freight Transport Corp develop that
 11 manual, if you know?
 12 A. I don't know when we would have
 13 purchased it.
 14 Q. Did Krujex Freight Transport Corp
 15 provide any training to its drivers on the contents
 16 of the drug and alcohol program manual?
 17 A. No.
 18 Q. Insofar as the FMCSA compliance manual
 19 is concerned, 3947 through 3950, when was it that
 20 Krujex Freight Transport Corp obtained that
 21 compliance manual?
 22 A. I don't recall. It's been a number of
 23 years.
 24 Q. Okay. Was that manual updated at all
 25 during the period of time that Krujex was in

Page 95

1 from August 2018 to April of 2019 -- while KFTC
 2 held a conditional safety rating, it continued to
 3 haul loads for Albertsons?
 4 A. Yes.
 5 MR. ROBBINS: Okay. You know, why don't we
 6 take a break at this point, take a lunch break.
 7 You can take your call.
 8 MR. FOLEY: Sure. You want to come back at
 9 1:30 then?
 10 MR. ROBBINS: Yes, let's come back at 1:30.
 11 THE VIDEOGRAPHER: We are off the record at
 12 12:26 p.m. Pacific Time.
 13 [Lunch break taken from 12:26 p.m. to 1:33 p.m.]
 14 THE VIDEOGRAPHER: We are back on the record,
 15 and the time is 1:33 p.m. Pacific Time.
 16 Q. (BY MR. ROBBINS) Mr. Visan, we've
 17 returned from a break. During the course of that
 18 break, is there any aspect of your testimony up to
 19 this point that you'd like to alter in any way?
 20 A. No.
 21 Q. Okay. May I please ask you to turn to
 22 Tab 48 --
 23 MR. FOLEY: 148?
 24 MR. ROBBINS: Yeah, Tab 48, pictures 39 --
 25 MR. GALE: Is that 148?

Page 97

1 operation and it utilized that manual?
 2 A. I don't think so.
 3 Q. Did Krujex Freight Transport Corp
 4 provide any training to its drivers pertaining to
 5 the contents of the FMCSA compliance manual?
 6 A. I don't think so.
 7 Q. Okay. At least you did not provide any
 8 training to the drivers?
 9 A. No.
 10 Q. And just to be clear, during the period
 11 of time that you were president of Krujex Freight
 12 Transport Corp, the executives of the corporation
 13 were comprised of yourself, and I think there was
 14 identified as an accountant, which is I think your
 15 sister?
 16 A. Right.
 17 Q. Okay. So those were the executives
 18 of --
 19 A. Yeah.
 20 Q. -- Krujex Freight Transport Corp?
 21 A. Correct.
 22 Q. Those individuals and then the drivers,
 23 and that comprised the totality of those who worked
 24 with Krujex Freight Transport Corp during the
 25 period of time you were president?

Page 98

1 A. Yes.

2 Q. Okay. Now, let me ask you: Between the

3 period of time June 16, 2018, through April of

4 2019, did you have any discussions with Albertsons

5 wherein the cause of the June 16 accident was

6 discussed?

7 A. I don't recall as far as the cause.

8 Obviously, I told them when it happened.

9 Q. Right.

10 A. But at that time, there was not -- the

11 investigations had not been done or anything like

12 that, so I didn't -- I don't think the cause was

13 ever brought up.

14 Q. All right. At any time between June 16

15 of 2018 and April of 2019, did Albertsons -- anyone

16 at Albertsons request to be provided with any

17 information concerning the policies, practices, and

18 procedures followed by Krujex Freight Transport

19 Corp?

20 A. No.

21 Q. Okay. Now, I'll show you a document

22 that has been marked Tab 83 to the Albertsons

23 deposition. It is a correspondence dated

24 August 24, 2018. I will not attach it. I will

25 just refer to it by reference to the Albertsons

Page 100

1 Q. Okay. And as of August 24, 2018, Krujex

2 Freight Transport Corp had been given a conditional

3 rating by the FMCSA?

4 A. I believe, yeah.

5 Q. Okay.

6 A. If that's what we established earlier.

7 Q. Yeah.

8 And after that letter, August --

9 A. 24.

10 Q. -- 24, 2018, were you continuing to

11 handle loads issued to you by Albertsons?

12 A. I think we began to work with them

13 again.

14 Q. All right. Did Albertsons place any

15 conditions or restrictions on your handling of

16 loads that you handled for them after August 24,

17 2018?

18 A. I don't recall.

19 Q. If they had, that would have been

20 something that would have been reduced to writing,

21 would it?

22 A. I would imagine.

23 Q. Okay. But you don't recall any changes

24 in the manner in which Albertsons would issue loads

25 for you to -- for Krujex Freight Transport Corp to

Page 99

1 deposition. I'd ask you to take a look, and if you

2 could identify the signature at the bottom.

3 Is that your signature, sir?

4 A. Yes, that's my signature.

5 Q. Okay. And was that a correspondence

6 that you sent to Albertsons in or around August of

7 2018?

8 A. Yes.

9 Q. All right. And as a result of that

10 correspondence to Albertsons, did Albertsons

11 request to be provided with any information

12 concerning the compliance aspects indicated down in

13 the letter itself concerning driver hiring, driver

14 file maintenance, or log audit?

15 A. No.

16 Q. Did they ask to see any information

17 concerning the changes in the processes and

18 procedures outlined in that letter that you were

19 telling Albertsons would come into place after the

20 DOT audit?

21 A. No.

22 Q. Did you have any conversation with

23 anyone at Albertsons with regard to the content of

24 that letter at any time after August 24, 2018?

25 A. Not that I remember.

Page 101

1 carry for Albertsons?

2 That's a terrible question. I

3 apologize.

4 After the date of that letter,

5 August 24, 2018, do you recall any changes,

6 conditions, or limitations on the business for

7 hauling that Albertsons was issuing to Krujex

8 Freight Transport Corp?

9 A. No, I don't.

10 Q. Okay. If you can hand me that.

11 A. [Witness complies.]

12 Q. Thank you, sir.

13 Do you know whether Glostone --

14 Strike that.

15 Do you have any information that

16 Albertsons and Glostone had any communications with

17 one another with regard to Krujex Freight Transport

18 Corp's procedures or ongoing business?

19 A. I don't know of anything.

20 Q. Okay. Did you have any conversations

21 with anyone at Albertsons regarding Krujex having

22 hired Glostone Trucking Solutions?

23 A. Conversations?

24 Q. Yeah.

25 A. No, I don't think so.

Page 102

1 Q. Other than this correspondence --
 2 A. Right.
 3 Q. -- did you have any communications with
 4 anyone at Albertsons about the hiring of Glostone
 5 Trucking Solutions?
 6 A. Other than that, no.
 7 Q. Okay. Where did you hear of Glostone
 8 Trucking Solutions?
 9 A. They're a well-known company in Portland
 10 for providing services to trucking companies.
 11 Q. Okay. And, again, you had no
 12 communications with Albertsons other than this
 13 correspondence in which the necessary processes to
 14 maintain your safety program were discussed?
 15 A. Right.
 16 Q. Did Albertsons ever request of you after
 17 August 24, 2018, documentation concerning the
 18 necessary safety processes to maintain your safety
 19 program?
 20 A. No.
 21 Q. Okay. Sir, let me show you a group of
 22 documents that have -- that we will mark to this
 23 deposition as Tab 164. These are documents that
 24 were addressed during the TEC deposition yesterday,
 25 and I'd like to just go through these documents

Page 104

1 initiated.
 2 Q. Okay. And I asked you to take a look at
 3 the next page, which is page 200 through 203.
 4 That's an e-mail with attachments dated
 5 April 6, 2018, purports to be from Mr. Nguyen to
 6 you, cornell.visan@krujex.com.
 7 A. Okay.
 8 Q. Do you recall --
 9 Strike that.
 10 Assuming that you received the e-mail
 11 that was marked as page 199 to Tab 164, do you have
 12 a recollection of a period of time between the
 13 first contact with TEC and the April 6, 2018,
 14 communication in which there was a quote for the
 15 rental of a double bunk sleeper?
 16 A. Yeah. I remember this quote, yeah.
 17 Q. Okay. Do you remember there being some
 18 space of time between the initial contact with TEC
 19 and this April 6, 2018, contact?
 20 A. Yes, there was.
 21 Q. Why was there? Do you know?
 22 A. I didn't need his services at that time,
 23 so --
 24 Q. Okay. Were you still --
 25 To the extent you were renting trucks,

Page 103

1 with you, if I could.
 2 MR. ROBBINS: And, gentlemen, as identified,
 3 it's Tab 184 to this deposition, but I will be
 4 giving you the page numbers from the Transco
 5 deposition.
 6 Q. (BY MR. ROBBINS) All right. Let me ask
 7 you to take a look at what we -- what has been
 8 marked as page 199 in the Transco deposition.
 9 Do you recall receiving this e-mail from
 10 Mr. Nguyen in or around May 16, 2017?
 11 A. I don't specifically recall, but the
 12 fact that it's got my name, then I would think that
 13 I got it.
 14 Q. That was your e-mail address at the
 15 time? cornell.visan@krujex.com?
 16 A. No. My address is with one L, so --
 17 Q. All right. Do you have a recollection
 18 of reaching out to Mr. Nguyen in 2017 concerning
 19 doing business with TEC?
 20 A. I'm not sure if he was the first one to
 21 contact me, but -- or --
 22 I think that that's what happened
 23 because he knew me of prior -- you know, from our
 24 relationship at Penske. But I can't say
 25 100 percent sure that he was the first one that

Page 105

1 were you renting them through Penske?
 2 A. I believe so, yeah.
 3 Q. Was there a point in time when Penske
 4 refused to rent trucks to you any further?
 5 A. No.
 6 Q. Okay.
 7 A. I think it was just availability, and
 8 they had a better rate than Penske.
 9 Q. Okay. All right.
 10 And then let me ask you to take a look
 11 at pages 175 through 177. It's an e-mail from you
 12 to Mr. Nguyen that attaches a credit application.
 13 Taking a look at the credit application,
 14 do you recognize that handwriting?
 15 A. Yeah, that's mine.
 16 Q. Okay. Do you know whether anyone at TEC
 17 ever contacted the trade references indicated on
 18 page 176?
 19 A. I don't know that.
 20 Q. Okay. Did you ever hear from any of
 21 those three trade references that TEC had contacted
 22 them with regard to you?
 23 A. I don't think so.
 24 Q. Did you ever have any communications
 25 with Mr. Nguyen about reaching out to someone in

Page 110

1 A. No.

2 **Q. In that list of information that I went**

3 **through as to whether TEC ever asked for that**

4 **information from Krujex Freight Transport prior to**

5 **April 13, 2018, did TEC ever ask for that**

6 **information from Krujex Freight Transport Corp at**

7 **any time prior to June 16, 2018?**

8 A. No.

9 **Q. Okay. Let me ask you to take a look**

10 **again at Tab 164, page 148.**

11 MR. FOLEY: I think it's here. Yeah.

12 THE WITNESS: Yeah.

13 **Q. (BY MR. ROBBINS) That is a rental**

14 **contract between Krujex Freight Transport Corp and**

15 **TEC Equipment Leasing.**

16 **Can you identify -- once you reach that**

17 **page, page 148.**

18 A. Okay.

19 **Q. Can you identify the signature on**

20 **page 148?**

21 A. My signature.

22 **Q. Did you go to TEC Equipment Leasing and**

23 **sign this contract?**

24 A. Most likely, yes.

25 **Q. All right. And did you go with**

Page 112

1 oath.

2 MR. FOLEY: Yeah, I know. The font is, like,

3 four-point font here.

4 THE WITNESS: Okay. So I see that.

5 **Q. (BY MR. ROBBINS) So by the terms of the**

6 **contract itself, now that you're reading it, you**

7 **see that TEC had required that its equipment**

8 **identified in the rental contract at page 148 be**

9 **driven only by the individual identified on page 1**

10 **of the rental contract?**

11 A. Well, that's not the way --

12 So it says, "By any person other than

13 the renter." So the renter is Krujex. It's not me

14 personally. So Krujex is the renter.

15 **Q. Right.**

16 A. So it says, "By any person other than

17 the renter." So within the renter, within Krujex,

18 then we have --

19 If we have multiple drivers, then I take

20 that as multiple drivers, you know, obviously they

21 have to have CDL and so forth, but that they would

22 be okay to drive the truck.

23 **Q. Do you know if anyone other than Radu**

24 **Blaga drove Unit Number 101240 during the period of**

25 **time April 13, 2018, to the date of its return,**

Page 111

1 **Mr. Blaga?**

2 A. Yes.

3 **Q. And when you signed this contract, did**

4 **you understand that TEC was renting this vehicle to**

5 **Krujex Freight Transport Corp on the condition that**

6 **the only individual that would drive the vehicle**

7 **was Radu Blaga?**

8 A. No.

9 **Q. Let me ask you to take a look at**

10 **page 149.**

11 A. Okay.

12 **Q. Section 2. "The renter," that would be**

13 **Krujex Freight Transport Corp, correct?**

14 MR. FOLEY: Can you read that?

15 THE WITNESS: Yes.

16 **Q. (BY MR. ROBBINS) "Renter warrants and**

17 **agrees that the vehicle shall not be operated," and**

18 **you look down under subsection C, "by any person**

19 **other than renter or, if applicable, renter's**

20 **employee/driver as specified on page 1."**

21 MR. FOLEY: Can you actually read that?

22 THE WITNESS: Yes, I can.

23 MR. FOLEY: Okay. Okay. That's fine. I

24 can't.

25 MR. ROBBINS: Fortunately, you're not under

Page 113

1 **which was indicated May 24, 2018?**

2 A. Well, I think it might be where Illya

3 might have driven it. We'd have to look back and

4 see.

5 **Q. Okay. Did anyone at TEC Equipment**

6 **Leasing ask for any motor vehicle history -- motor**

7 **vehicle violation history for Radu Blaga?**

8 A. No.

9 **Q. In other words, they didn't ask you to**

10 **provide information concerning his driving record?**

11 A. No.

12 **Q. Do you know if they asked Mr. Blaga for**

13 **his driving record?**

14 A. No, I don't know.

15 **Q. Okay. Did you see Mr. Blaga have any**

16 **conversations with anyone at TEC?**

17 A. I don't recall.

18 **Q. All right. Let me ask you to take a**

19 **look at page 150. It's the vehicle inspection**

20 **report.**

21 **Were you present during the vehicle**

22 **inspection of Unit Number 101240?**

23 A. Yes. I was probably inside doing

24 paperwork, and then he was doing outside, getting

25 the inspection.

Page 122

1 A. Okay. So if he picked up the truck,
 2 then I would have -- I would have let them know
 3 that I'm going to have somebody come and pick up
 4 the truck.
 5 **Q. You would have let TEC know, "I'm going
 6 to send Illya Tsar over to pick up the truck. He's
 7 the one that will be driving this truck"?**
 8 A. I don't think I was that specific -- I
 9 would have been that specific. I would have just
 10 said, "Somebody is going to come pick up the
 11 truck," and they would say, "I'm here to pick up
 12 the truck for Krujex."
 13 **Q. Do you know whether you or somebody else
 14 at Krujex Freight Transport gave the information to
 15 TEC Equipment Leasing to put under the "Driver
 16 Information" box?**
 17 A. Well, the way it works is that when we
 18 pick up a truck, the company, whether it's Penske
 19 or -- they want to see the person's driver's
 20 license that is picking up the truck.
 21 **Q. Okay.**
 22 A. So I would not have given them that
 23 information. They ask to see the license of the
 24 person when -- when they're there, so they want to
 25 match a face and so forth.

Page 124

1 **Q. Let me ask you to take a look at a
 2 document that has been marked Transco 00615 to 616.
 3 It's an e-mail exchange within TEC.**
 4 MR. FOLEY: 00615 to 616?
 5 MR. ROBBINS: Yes, sir.
 6 MR. FOLEY: Here we go. It's kind of a
 7 little bit out of order. No, I guess it's in
 8 order. That's 617. Here's 615.
 9 **Q. (BY MR. ROBBINS) Now, this e-mail
 10 originates, it appears, on August 23, 2018, from
 11 Mr. Nguyen to some individuals at TEC, but it says,
 12 "Krujex Transport called and are looking to rent
 13 sleepers again. They said they can pay the
 14 remaining invoices today. Wanted to run this by
 15 you guys before we said yes or no, but would you
 16 guys feel comfortable renting to them again?"
 17 Do you recall reaching out to TEC in or
 18 around August 23, 2018, and making inquiry about
 19 renting another truck?**
 20 A. I do not recall.
 21 **Q. Okay. Do you recall renting any other
 22 equipment from TEC after the accident on June 16,
 23 2018, through the period of time that Krujex
 24 Freight Transport ceased operations?**
 25 A. I don't think so.

Page 123

1 **Q. Did anyone at TEC Equipment Leasing ask
 2 you at Krujex for information concerning Mr. Tsar's
 3 driving history prior to his pickup of this vehicle
 4 on May 24, 2018?**
 5 A. No.
 6 **Q. Okay. And to the best of your
 7 knowledge, was this TEC Equipment Leasing's first
 8 and only contact with Mr. Tsar?**
 9 A. To the best of my knowledge.
 10 **Q. After Mr. Tsar picked up the equipment
 11 on May 24, 2018, do you have a recollection that
 12 day of anyone from TEC Equipment Leasing contacting
 13 you and asking any questions of Mr. Tsar?**
 14 A. No recollection.
 15 **Q. Okay. At any time prior to June 16,
 16 2018, did anyone at TEC Equipment Leasing contact
 17 you and ask for any information regarding
 18 Mr. Tsar's background or training as a commercial
 19 truck driver?**
 20 A. No.
 21 **Q. Okay. After the June 16, 2018,
 22 accident, did you reach out to TEC Equipment
 23 Leasing at any time to ask to rent any other
 24 trucks?**
 25 A. No.

Page 125

1 MR. ROBBINS: Okay. Mr. Visan, I think that
 2 is about all the questions I have for you. I thank
 3 you for your time, sir.
 4 THE WITNESS: Thanks.
 5 MR. FOLEY: Okay. Who's next up in the
 6 order?
 7 MR. ROBBINS: We'll start with Mark unless
 8 somebody else wants to go.
 9 MR. WETHERELL: This is Johnny Wetherell. I
 10 have no questions at this time.
 11 MR. FOLEY: Okay. Are we all finished with
 12 the witness?
 13 MR. GALE: Are you going to ask some
 14 questions, Mr. Orler?
 15 MR. ORLER: Were you going to go?
 16 MR. GALE: No, you go first.
 17
 18 EXAMINATION
 19 BY MR. ORLER:
 20 **Q. Mr. Visan, my name is Mark Orler. We
 21 met just prior to today's deposition. Just some
 22 questions regarding Albertsons.
 23 After June the 16th, 2018, did
 24 Albertsons ever express any criticism to Krujex
 25 regarding safety concerns?**

Page 126

1 MR. GALE: Objection. Asked and answered.
 2 THE WITNESS: I don't recall them expressing
 3 any concerns or criticisms.
 4 **Q. (BY MR. ORLER) Okay. Did Albertsons**
 5 **ever reprimand Krujex following the June 16th,**
 6 **2018, collision?**
 7 A. No.
 8 **Q. Did Albertsons ever tell Krujex that it**
 9 **no longer wanted to work with Krujex as a result of**
 10 **the June 16, 2018, collision?**
 11 A. So that -- it didn't --
 12 It wasn't as a result of the June 16th
 13 incident. It was that they no longer wanted to
 14 work with conditional companies.
 15 **Q. Which, again, as you testified happened**
 16 **in --**
 17 A. About April.
 18 **Q. -- April of 2019, correct?**
 19 A. Correct. Yeah.
 20 **Q. Did you have any communication with**
 21 **Albertsons regarding Krujex's SAFER snapshot**
 22 **information at any point in time in 2017?**
 23 A. No.
 24 MR. ORLER: I think that's all I have for
 25 you. Thank you.

Page 128

1 MR. ROBBINS: Calls for speculation.
 2 Incomplete hypothetical.
 3 MR. FOLEY: Join. I know it's an automatic
 4 joinder, but I need to specifically state as well.
 5 It is speculative.
 6 Go ahead. You can answer. What if, but
 7 it's --
 8 Okay. You heard the objections. If you
 9 can answer, answer, but we have our objections.
 10 Go ahead.
 11 THE WITNESS: So I would seek out equipment
 12 if there was an opportunity for work, and so I
 13 would not commit to the work until I was able to
 14 secure the equipment.
 15 So if -- if the -- if the company said,
 16 "We don't have any equipment, we don't have
 17 anything to rent you," then I would try another
 18 source. But if that was not available either, then
 19 I would just not take on the work.
 20 **Q. (BY MR. McLEAN) Would you have**
 21 **considered using a rental company other than TEC or**
 22 **Penske if they were unable to rent the truck to**
 23 **you?**
 24 MR. FOLEY: Same objections.
 25 MR. ORLER: Objection. Speculation.

Page 127

1 THE WITNESS: Sure.
 2 MR. McLEAN: I have some questions.
 3 MR. FOLEY: I'm sorry. Who is this?
 4 MR. GALE: Who's that?
 5 MR. ROBBINS: Mr. McLean has some questions.
 6 THE WITNESS: Hello.
 7
 8 EXAMINATION
 9 BY MR. McLEAN:
 10 **Q. Mr. Visan, I'm Westin McLean. I am**
 11 **counsel for the Transco and TEC defendants.**
 12 A. Okay.
 13 **Q. I just have a couple of questions for**
 14 **you.**
 15 **Was Krujex ever denied a rental truck**
 16 **from Penske or any other rental company at any time**
 17 **for whatever reason?**
 18 A. As far as I know, it was just for
 19 availability. There was lack of availability.
 20 **Q. So the rental company didn't have a**
 21 **truck for you?**
 22 A. Yes.
 23 **Q. What would you have done -- or what**
 24 **would Krujex have done if TEC or Transco was --**
 25 **declined to rent the truck to you in 2018?**

Page 129

1 MR. FOLEY: You can answer.
 2 THE WITNESS: Yes, I would consider another
 3 rental company, sure.
 4 **Q. (BY MR. McLEAN) When you rented trucks**
 5 **from rental companies, did you request that the**
 6 **trucks have installed on them a vehicle collision**
 7 **avoidance system?**
 8 A. No, I didn't request that.
 9 **Q. Okay.**
 10 MR. MORTIMER: Object to form.
 11 **Q. (BY MR. McLEAN) Is there any particular**
 12 **reason why?**
 13 A. I didn't know that there was that option
 14 available on rentals.
 15 **Q. Why is that?**
 16 MR. FOLEY: Object to the form of the
 17 question.
 18 Go ahead and answer.
 19 THE WITNESS: I just didn't know that that
 20 was on option.
 21 **Q. (BY MR. McLEAN) Was it your**
 22 **understanding that trucks that are rented to**
 23 **carriers like Krujex didn't include those systems?**
 24 MR. FOLEY: Same objections.
 25 Go ahead and answer.

Page 162

1 In that time, the trucks were not as
 2 comfortable as they are today, and so the shaking
 3 was just not conducive for hernia. And so -- but I
 4 did get my license again in 2018, I think it was.
 5 **Q. What part of 2018?**
 6 A. September.
 7 **Q. At the time that you say Krujex Freight**
 8 **Transport hired Mr. Tsar, you were aware that you**
 9 **needed to have a driver qualification file?**
 10 A. Yes.
 11 **Q. And you never had one for him, correct?**
 12 A. Correct.
 13 **Q. Were you Mr. Tsar's supervisor?**
 14 A. How do you define the term?
 15 **Q. Was there anybody in your company other**
 16 **than you that Mr. Tsar reported to?**
 17 A. No. I would be the one that he would
 18 report. I ask the question because since he's
 19 driving out on the road, there isn't a traditional
 20 supervisor relationship there in the sense of a
 21 driver is independent of a supervisor when they're
 22 out on the road.
 23 So that's why I asked, you know, how do
 24 you define the term.
 25 **Q. You're not with him on the road,**

Page 164

1 A. I would be the one.
 2 **Q. What is your background and training to**
 3 **be a safety officer?**
 4 A. Just being around trucking for a long
 5 time and I was part of an audit, so that would be
 6 it.
 7 **Q. Let me ask you: With regard to**
 8 **Mr. Tsar, did you ever inspect his logs prior to**
 9 **this accident?**
 10 A. No.
 11 **Q. In the 2017/2018 time frame, did you**
 12 **ever do a cross-check on logs with your drivers**
 13 **with trip receipts?**
 14 A. No.
 15 **Q. Were you aware that the truck involved**
 16 **in this accident had an ELD?**
 17 A. I wasn't.
 18 **Q. You talked a little bit earlier about a**
 19 **relationship with Glostone.**
 20 A. Yes.
 21 **Q. The exhibit was Exhibit 123, and it was**
 22 **the Krujex Freight Transport 450 rating upgrade**
 23 **request.**
 24 A. Okay.
 25 **Q. Did you work with Glostone to prepare**

Page 163

1 **obviously?**
 2 A. Right, right.
 3 **Q. You talked about screening your drivers**
 4 **through your insurance company.**
 5 A. Yes.
 6 **Q. And do you know if they pulled a DMV**
 7 **record on Mr. Tsar?**
 8 A. I don't know that for a fact, but for
 9 them to accept him and say that it was -- because
 10 they came back and said, "Okay. He -- you know,
 11 he -- he's approved." Or I don't know if they used
 12 the word "approved," but, "You can hire him."
 13 They would have had to. I don't think
 14 they would have done it without -- without pulling
 15 up his DMV record.
 16 **Q. Do you know one way or the other?**
 17 A. I don't know for a fact.
 18 **Q. Did you ever pull a DMV record on**
 19 **Mr. Tsar?**
 20 A. No.
 21 **Q. Are you aware of any road violations he**
 22 **had had prior to you hiring him in 2018?**
 23 A. No.
 24 **Q. Does Krujex Freight Transport have a**
 25 **safety officer?**

Page 165

1 **that?**
 2 A. Yes.
 3 **Q. Did they write that?**
 4 A. Yes.
 5 **Q. And then did you review it prior to**
 6 **signing it?**
 7 A. Yeah.
 8 **Q. Did you agree with everything that was**
 9 **said in there?**
 10 A. Sure.
 11 **Q. That's all I have on that.**
 12 **How was Mr. Tsar paid?**
 13 A. He was paid as a 1099.
 14 **Q. And what was the method in which he was**
 15 **paid? Was it by the load or by miles?**
 16 A. By the load.
 17 **Q. And I saw in the document that was**
 18 **discussed earlier, there were fuel advances?**
 19 A. Yes.
 20 **Q. Were there any other trip expenses that**
 21 **were paid by Krujex?**
 22 A. There were no -- there were no trip
 23 expenses paid by Krujex.
 24 **Q. So if he had expenses along the way,**
 25 **that was on him?**

Page 182

1 **Q. Can you just tell me what it means?**
 2 A. Well, it means that you -- the truck
 3 and -- and the driver were inspected at a scale or
 4 entry point, and so if there was something found
 5 that was egregious as far as either the truck
 6 itself or the -- the driver, then they would be put
 7 out of service, meaning that they would not be able
 8 to drive any longer for a period of time.
 9 Usually, if it's -- the driver issue,
 10 maybe he's over on his hours or whatnot, then he
 11 has to stay there ten hours to -- to have -- to be
 12 able to drive again. If it's a truck issue, then
 13 you would have to call a repair or a tow truck in
 14 order to move the truck because of the violation.
 15 So there are two types of violations.
 16 Those that produce out of service, like I just
 17 explained, or there are lesser violations where
 18 they just cite you for the violation but then
 19 you're free to go. You can continue driving.
 20 **Q. And do you know what Krujex Freight**
 21 **Transportation Corp's out of service score was as**
 22 **of June of 2018?**
 23 A. I didn't know at that time.
 24 **Q. Okay. And when did you first learn what**
 25 **the out of service score was for Krujex Freight**

Page 184

1 **score before June 16, 2018?**
 2 A. Yeah. So you want to stay away from
 3 having those kind of violations.
 4 MR. BOTTARI: Okay. Those are the only
 5 questions I have. I appreciate your time.
 6 THE WITNESS: All right. Thank you.
 7 MR. FOLEY: Are we all done?
 8 MR. ROBBINS: We are done.
 9 MR. FOLEY: Okay. Nobody else? I guess
 10 we're concluding.
 11 MR. ROBBINS: Ms. Videographer, you can shut
 12 us down.
 13 THE VIDEOGRAPHER: All right. This concludes
 14 the deposition of Corneliu Visan individually and
 15 as 30(b)(6) designee for Krujex Freight
 16 Transportation Corp, and the time is 3:50 p.m.
 17 Pacific Time. We are now off the record.
 18
 19 (The videotaped deposition concluded at 3:50 p.m.)
 20 ***
 21 (Signature was waived.)
 22
 23
 24
 25

Page 183

1 **Transportation Corp?**
 2 A. It was sometime subsequent once --
 3 It was subsequent after that. I'm not
 4 sure when.
 5 **Q. So that wasn't a number or**
 6 **a percentage -- that out of service score, was that**
 7 **concerning to you at all -- or was that something**
 8 **that was of concern to you, the out of service**
 9 **number?**
 10 A. Once I found out about it, yes.
 11 **Q. And why is that?**
 12 A. Because I didn't know -- I didn't think
 13 we were that -- anywhere near that number.
 14 **Q. Do you remember what that number was?**
 15 A. Can you rephrase your question? What do
 16 you mean?
 17 **Q. Do you remember what your out of service**
 18 **score was?**
 19 A. No. I don't -- I didn't -- I don't
 20 have -- I didn't know what the score --
 21 I didn't know that it was 22, but -- and
 22 I don't know -- I didn't know that we had one, what
 23 it was, no.
 24 **Q. Okay. Just so I understand, did you**
 25 **understand the significance of the out of service**

Page 185

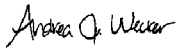


1 REPORTER'S CERTIFICATE
 2
 3 STATE OF IDAHO)
 4) ss.
 5 COUNTY OF ADA)
 6
 7 I, ANDREA J. WECKER, Certified Shorthand Reporter
 8 and Notary Public in and for the State of Idaho, do hereby
 9 certify:
 10 That prior to being examined, the witness named in
 11 the foregoing deposition was by me duly sworn to testify
 12 to the truth, the whole truth and nothing but the truth;
 13 That said deposition was taken down by me in
 14 shorthand at the time and place therein named and
 15 thereafter reduced to typewriting under my direction, and
 16 that the foregoing transcript contains a full, true
 17 and verbatim record of said deposition.
 18 I further certify that I have no interest in the
 19 event of the action.
 20 WITNESS my hand and seal this 25th day of May,
 21 2021.
 22
 23 
 24
 25 
 ANDREA J. WECKER
 CSR, RDR, CRR, CRC and Notary
 Public in and for the
 State of Idaho.
 My Commission Expires: 02-14-23

EXHIBIT 7

UNITED STATES DEPARTMENT OF TRANSPORTATION

	US DOT # 2314662	Legal: KRUEX FREIGHT TRANSPORT CORP Operating (DBA):											
C/MX #: 790202		Federal Tax ID: 45-5455706 (EIN)											
Review Type: Compliance Review (CR)													
Scope: Principal Office		Location of Review/Audit: Company facility in the U. S.		Territory:									
Operation Types <table style="display: inline-table; border: none;"> <tr> <td style="border: none;">Interstate</td> <td style="border: none;">Intrastate</td> </tr> </table>			Interstate	Intrastate	Business: Corporation								
Interstate	Intrastate												
<table style="display: inline-table; border: none;"> <tr> <td style="border: none;">Carrier:</td> <td style="border: none;">Non-HM</td> <td style="border: none;">N/A</td> </tr> <tr> <td style="border: none;">Shipper:</td> <td style="border: none;">N/A</td> <td style="border: none;">N/A</td> </tr> <tr> <td style="border: none;">Cargo Tank:</td> <td colspan="2" style="border: none;">N/A</td> </tr> </table>			Carrier:	Non-HM	N/A	Shipper:	N/A	N/A	Cargo Tank:	N/A		Gross Revenue: \$395,984.00 for year ending: 12/31/2017	
Carrier:	Non-HM	N/A											
Shipper:	N/A	N/A											
Cargo Tank:	N/A												
Company Physical Address: 5681 SOUTHEAST 29TH TERRACE GRESHAM, OR 97080													
Contact Name: Corneliu Visan Phone numbers: (1) 360- 524-3887 (2) Fax E-Mail Address: cornel.visan@krujex.com													
Company Mailing Address: 13215-C8 SE MILL PLAIN BLVD #112 VANCOUVER, WA 98684													
Carrier Classification Authorized for Hire Exempt for Hire													
Cargo Classification General Freight Commodities Dry Bulk Beverages													
Equipment													
	Owned			Owned									
	Term Leased		Trip Leased	Term Leased		Trip Leased							
Truck	0	0	0	Truck Tractor	0	1							
Trailer	0	2	0			0							
Power units used in the U.S.: 1 Percentage of time used in the U.S.: 100													
Does carrier transport placardable quantities of HM? No													
Is an HM Permit required? N/A													
Driver Information													
	Inter	Intra	Average trip leased drivers/month: 0										
< 100 Miles:			Total Drivers: 3										
>= 100 Miles:	3		CDL Drivers: 3										



75



KRUJEX FREIGHT TRANSPORT CORP
U.S. DOT #: 2314662

Review Date
07/18/2018

Part A

Questions about this report or the Federal Motor Carrier Safety or Hazardous Materials regulations may be addressed to the Federal Motor Carrier Safety Administration at:

The Equitable Center, 530 Center Street, NE, Suite 440
Salem, OR 97301
Phone: (503)399-5775 Fax:(503)316-2580

This report will be used to assess your safety compliance.

Person(s) Interviewed

Name: Comeliu Visan

Title: Owner

Name: Claudia Visan

Title: Accountant





KRUJEX FREIGHT TRANSPORT CORP
U.S. DOT #: 2314662

Review Date
07/18/2018

Part B Violations

1 FEDERAL CRITICAL	Primary: 391.51(b)(2)	Discovered 3	Checked 4	Drivers/Vehicles In Violation 3	Checked 4
--------------------------	-----------------------	-----------------	--------------	---------------------------------------	--------------

Description

Failing to maintain inquiries into driver's driving record in driver's qualification file.

Example

Driver: [REDACTED]
Trip date: 05/18/2018

On 05/18/2018, Krujex Freight Transport Corp used Driver [REDACTED] to operate a commercial motor vehicle (Unit #101240) in interstate commerce from Mount Pleasant, PA to Des Moines, IA via Chester, OH (Invoice #568962). At the time of this transportation, the motor carrier failed to maintain a motor vehicle record (MVR), which was obtained within 30 days of the employee's hire date (b)(6), (b)(7)(C), in the driver's qualification file as required by 49 CFR Part 391.23(a)(1). Furthermore, no motor vehicle records were maintained in the driver's qualification file.

Additional driver in violation: [REDACTED] on 05/23/2018 and [REDACTED] on 06/17/2018. Driver [REDACTED] was within his first 30 days of employment when he died on [REDACTED]. A MVR was not obtained before he died, or in the days following his death.

2 FEDERAL CRITICAL	Primary: 391.51(b)(7)	Discovered 2	Checked 4	Drivers/Vehicles In Violation 2	Checked 4
--------------------------	-----------------------	-----------------	--------------	---------------------------------------	--------------

Description

Failing to maintain medical examiner's certificate in driver's qualification file.

Example

Driver: [REDACTED]
Trip date: 06/16/2018

On 06/16/2018, Krujex Freight Transport Corp used Driver [REDACTED] to operate a commercial motor vehicle (Unit #101204) in interstate commerce from Wapato, WA to Methuen, MA via Boise, ID (Order #801310). At the time of this transportation, the motor carrier failed to maintain a driver qualification file for the driver which contained either a medical examiner's certificate, or a state document that reflected the driver's medical certification.

Additional driver in violation: (b)(6), (b)(7)(C) on 06/17/2018.

3 FEDERAL CRITICAL	Primary: 395.8(a)(1)(i)	Discovered 18	Checked 34	Drivers/Vehicles In Violation 3	Checked 4
--------------------------	-------------------------	------------------	---------------	---------------------------------------	--------------

Description

Carrier failed to install and/or require driver to record the driver's duty status using an ELD.

Example

Driver: [REDACTED]
Dates: 06/09/2018 - 06/12/2018, 06/16/2018

On 06/16/2018, Krujex Freight Transport Corp used Driver [REDACTED] to operate a commercial motor vehicle (Unit #101204) in interstate commerce from Wapato, WA to Methuen, MA via Boise, ID (Order #801310). Although this driver operated within the Agricultural Operations exception (49 CFR Part 395.1) from approximately 07:15 PST to 20:53 PST, by the time the driver was involved in a recordable accident near Boise, ID at approximately 22:30 PST, the driver should have been using an ELD as he was driving a 2019 Volvo truck tractor (Model: VNL64T760), was outside the 150 air-mile radius, and had exceeded the 8 day exemption period.

Additional drivers in violation: [REDACTED] (05/21/2018 - 05/22/2018, 06/04/2018 - 06/09/2018) and (b)(6), (b)(7)(C) (05/15/2018 - 05/17/2018; 05/23/2018).





KRUJEX FREIGHT TRANSPORT CORP
U.S. DOT #: 2314662

Review Date:
07/18/2018

Part B Violations

4 FEDERAL CRITICAL	Primary: 395.8(e)(1)	Discovered 11	Checked 97	Drivers/Vehicles In Violation 1	Checked 4
--------------------------	----------------------	------------------	---------------	---------------------------------------	--------------

Description

Making, or permitting a driver to make, a false report regarding duty status

Example

Driver: [REDACTED]

Vehicle: Unit #101204

From 05/27/2018 - 06/16/2018, Krujex Freight Transport Corp used Driver [REDACTED] to operate a commercial motor vehicle (Unit #101204) in interstate commerce. The FMCSA has identified the following violations where the motor carrier permitted this driver to make a false report of duty status:

- 05/30/2018 - GPS records show driving for 4 hours and 34 minutes between 8:42 PM PST and 1:16 AM PST the next day. Driver's log shows sleeper berth between 10:30 PM PST - 12:00 AM PST the next day.
- 05/31/2018 - GPS record shows driving for 2 hours and 12 minutes between 11:08 PM PST and 1:20 AM PST the next day. Driver's log shows sleeper berth between 9:30 PM PST and 05:30 AM PST the next day.
- 06/01/2018 - GPS record shows driving for 3 hours and 27 minutes between 5:30 PM PST and 8:57 PM PST. Driver's log shows off-duty from 7:30 PM PST to 12:00 AM PST the next day.
- 06/03/2018 - GPS record shows 1 hour and 53 minutes driving time between 4:50 PM PST and 6:44 PM PST. Driver's log show off-duty in Rochester, NY from 12:00 AM PST to 7:00 PM PST.
- 06/04/2018 - GPS record shows driving for 1 hour and 6 minutes between 3:00 PM PST and 4:06 PM PST. Driver's log shows sleeper between 3:00 PM and 4:00 PM PST.
- 06/07/2018 - GPS record shows driving for 2 hours and 45 minutes between 9:41 PM PST and 12:26 AM PST the next day. Driver's log shows sleeper berth from 4:30 PM PST to 5:00 AM PST the next day.
- 06/09/2018 - GPS record shows 9 hours and 41 minutes driving time between 6:39 PM PST and 4:21 AM PST the next day. Driver's log shows sleeper berth from 3:00 PM PST to 1:00 AM PST the next day.
- 06/10/2018 - GPS record shows 3 hours and 5 minutes of driving time between 2:57 PM PST and 6:02 PM PST. Driver's log shows sleeper berth from 1:00 PM PST and 12:00 AM PST the next day.
- 06/11/2018 - GPS record shows idling for 2 hours and 57 minutes in Grandview, WA from 4:16 PM PST to 7:13 PM PST. Bill of lading shows delivery scheduled at 5:30 PM PST. Driver's log shows off duty from 4:30 AM PST to 12:00 AM PST the next day.
- 06/12/2018 - GPS record shows 1 hour and 47 minutes driving time between 12:58 AM PST and 2:46 AM PST. Driver's log shows off-duty all day.
- 06/16/2018 - GPS record shows driver left Ontario, OR at 9:38 PM PST. Driver's log shows driver left Ontario, OR at 7:30 PM PST.

5 FEDERAL	Primary: 382.305(i)(3)	Discovered 1	Checked 2	Drivers/Vehicles In Violation 1	Checked 1
--------------	------------------------	-----------------	--------------	---------------------------------------	--------------

Description

Failing to ensure that drivers are tested within the selection period.

Example

Driver: [REDACTED]

Selection period: June 1-30, 2018

Krujex Freight Transport Corp did not notify the driver of his selection for a random controlled substances and alcohol test until July 12, 2018, which was outside of the selection period used by Foley Carrier Services, LLC.





KRUJEX FREIGHT TRANSPORT CORP
 U.S. DOT #: 2314662

Review Date:
 07/18/2018

Part B Violations

6 FEDERAL	Primary: 382.401(b)(1)	Discovered 1	Checked 1	Drivers/Vehicles In Violation Checked	
<p>Description Failing to maintain records for five years. Example Driver: [REDACTED] Trip date: 06/16/2018</p> <p>On 06/16/2018, Krujex Freight Transport Corp used Driver [REDACTED] to operate a commercial motor vehicle (Unit #101204) in interstate commerce from Wapato, WA to Methuen, MA via Boise, ID (Order #801310). At the time of this transportation, the motor carrier failed to maintain a copy of a 2017 calendar year annual summary for their random controlled substances and alcohol testing programs as required by 49 CFR Part 382.403.</p>					
7 FEDERAL	Primary: 382.601(a)	Discovered 4	Checked 4	Drivers/Vehicles In Violation Checked	
<p>Description Failing to provide educational materials explaining requirements of part 382 and employer's drug and alcohol program policies. Example Driver: [REDACTED] Trip date: 06/16/2018</p> <p>On 06/16/2018, Krujex Freight Transport Corp used Driver [REDACTED] to operate a commercial motor vehicle (Unit #101204) in interstate commerce from Wapato, WA to Methuen, MA via Boise, ID (Order #801310). At the time of this transportation, the motor carrier failed to provide the driver with any educational materials which met the requirements of 49 CFR Part 382.601(a) and 49 CFR Part 382.601(b)(1-12).</p> <p>Additional violations: (b) (6), (b) (7)(C) on 05/23/2018, (b) (6), (b) (7)(C) on 06/17/2018, and (b) (6), (b) (7)(C) on 05/18/2018.</p>					
8 FEDERAL	Primary: 390.15(b)(1)	Discovered 1	Checked 1	Drivers/Vehicles In Violation Checked	
<p>Description Failing to keep an accident register in the form and manner prescribed. Example Driver name: [REDACTED] Accident date: 06/16/2018</p> <p>On 07/09/2018, Krujex Freight Transport Corp participated in the opening interview for this investigation. At the time of this interview, the motor carrier failed to maintain an accident register which met the requirements of 49 CFR Part 390.15(b)(1) for Driver [REDACTED] accident on 06/16/2018.</p>					



Part B Violations

9 FEDERAL	Primary: 391.11(b)(6) Secondary: 391.11(a)	Discovered 1	Checked 4	Drivers/Vehicles In Violation Checked 1 4
--------------	---	------------------------	---------------------	---

Description
 Failing to require driver to furnish list of motor vehicle traffic violations each 12 months.
 Driver: (b) (6), (b) (7)(C)
 Trip date: 06/17/2018

On 06/17/2018, Krujex Freight Transport Corp used Driver (b) (6), (b) (7)(C) to operate a commercial motor vehicle (Unit #11) in interstate commerce from Milford, PA to Newberg, OR via Hathaway, MT (Bill of lading #1800616). At the time of this transportation, the motor carrier failed to require the driver to furnish a list of motor vehicle traffic violations from the previous 12 months.

10 FEDERAL	Primary: 391.21(a)	Discovered 3	Checked 4	Drivers/Vehicles In Violation Checked 3 4
---------------	--------------------	------------------------	---------------------	---

Description
 Using a driver who has not completed and furnished an employment application.
Example
 Driver: (b) (6), (b) (7)(C)
 Trip date: 06/16/2018

On 06/16/2018, Krujex Freight Transport Corp used Driver (b) (6), (b) (7)(C) to operate a commercial motor vehicle (Unit #101204) in interstate commerce from Wapato, WA to Methuen, MA via Boise, ID (Order #801310). At the time of this transportation, the motor carrier had not required the driver to complete and furnish an employment application.


Additional drivers in violation: (b) (6), (b) (7)(C) on 06/17/2018 and (b) (6), (b) (7)(C) on 05/18/2018.

11 FEDERAL	Primary: 391.23(a)	Discovered 3	Checked 4	Drivers/Vehicles In Violation Checked 3 4
---------------	--------------------	------------------------	---------------------	---

Description
 Failing to investigate driver's background.
Example
 Driver: (b) (6), (b) (7)(C)
 Trip date: 05/18/2018

On 05/18/2018, Krujex Freight Transport Corp used Driver (b) (6), (b) (7)(C) to operate a commercial motor vehicle (Unit #101240) in interstate commerce from Mount Pleasant, PA to Des Moines, IA via Chester, OH (Invoice #568962). When this driver was hired on 12/29/2017, the motor carrier failed to investigate the driver's background within 30 days.

Additional violations: (b) (6), (b) (7)(C) on 05/23/2018 and (b) (6), (b) (7)(C) on 06/17/2018. Driver (b) (6), (b) (7)(C) was within his first 30 days of employment when he died on (b) (6), (b) (7)(C). A background check was not completed before he died, or in the days following his death.

	KRUJEX FREIGHT TRANSPORT CORP	Review Date:
	U.S. DOT #: 2314662	07/18/2018

Part B Violations

12 FEDERAL	Primary: 391.25(a)	Discovered 1	Checked 4	Drivers/Vehicles In Violation 1	Checked 4
---------------	--------------------	-----------------	--------------	---------------------------------------	--------------

Description

Failing to make an inquiry into the driving record of each driver to the appropriate State agencies in which the driver held a commercial motor vehicle operator's license at least once every 12 months.

Driver: (b) (6), (b) (7)(C)
Trip date: 06/17/2018

On 06/17/2018, Krujex Freight Transport Corp used Driver (b) (6), (b) (7)(C) to operate a commercial motor vehicle (Unit #11) in interstate commerce from Milford, PA to Newberg, OR via Hatnaway, MT (Bill of lading #1800616). At the time of this transportation, the motor carrier failed to make an inquiry into the driver's driving record in the previous 12 months.

13 FEDERAL	Primary: 391.45(a) Secondary: 391.11(a)	Discovered 1	Checked 4	Drivers/Vehicles In Violation 1	Checked 4
---------------	--	-----------------	--------------	---------------------------------------	--------------

Description

Using a driver not medically examined and certified.

Example

Driver: (b) (6), (b) (7)(C)
Trip date: 05/23/2018
Last examination date: 05/07/2017
Last expiration date: 05/06/2018

On 05/23/2018, Krujex Freight Transport Corp used Driver (b) (6), (b) (7)(C) to operate a commercial motor vehicle (Unit #296223) in interstate commerce from Stanwood, WA to Portland, OR (Bill of lading #86610). At the time of this transportation, the driver had not been medically examined and certified.

14 FEDERAL	Primary: 391.51(b)(9)	Discovered 4	Checked 4	Drivers/Vehicles In Violation 4	Checked 4
---------------	-----------------------	-----------------	--------------	---------------------------------------	--------------

Description

Failing to place a note related to the verification of the medical examiner's listing on the National Registry of Certified Medical Examiners required by 391.23(m) in driver qualification file(s).

Example

Driver: (b) (6), (b) (7)(C)
Trip date: 05/18/2018

On 05/18/2018, Krujex Freight Transport Corp used Driver (b) (6), (b) (7)(C) to operate a commercial motor vehicle (Unit #101240) in interstate commerce from Mount Pleasant, PA to Des Moines, IA via Chester, OH (Invoice #568962). At the time of this transportation, the motor carrier failed to place a note in the driver's qualification file which verified the listing of the driver's medical examiner on the National Registry.

Additional drivers in violation: (b) (6), (b) (7)(C) on 05/02/2018, (b) (6), (b) (7)(C) on 06/17/2018, and (b) (6), (b) (7)(C) on 06/16/2018.



Part B Violations

15 FEDERAL	Primary: 392.2	Discovered 1	Checked 10	Drivers/Vehicles In Violation 1	Checked 4
---------------	----------------	-----------------	---------------	---------------------------------------	--------------

Description

Operating a commercial motor vehicle not in accordance with the laws, ordinances, and regulations of the jurisdiction in which it is being operated - Unsafe Driving.

07/18/2018 - The FMCSA and State partners have identified violations across multiple inspections at the roadside over the previous 24 months that are reflected in the Unsafe Driving BASIC of the Carrier Safety Measurement System, including:

- On 06/16/2018, Krujex Freight Transport Corp used Driver [REDACTED] to operate a commercial motor vehicle (Unit #101204) in interstate commerce from Wapato, WA to Methuen, MA via Boise, ID (Order #801310). On this date, the driver was involved in a seven vehicle crash which resulted in his death, and three additional fatalities, at approximately 22:30 PST. Following this accident, Driver [REDACTED] was issued a violation for inattentive driving on a post-crash Driver/Vehicle Inspection Report performed by the Idaho State Police on 06/19/2018 (Report #ID3100006357).

16 FEDERAL	Primary: 392.3	Discovered 1	Checked 1	Drivers/Vehicles In Violation 1	Checked 1
---------------	----------------	-----------------	--------------	---------------------------------------	--------------

Description

Requiring or permitting a driver to operate a commercial motor vehicle while the driver's ability or alertness is so impaired, or likely to become impaired, through fatigue, illness, or any other cause, as to make it unsafe for him or her to operate the vehicle.

Example

Vehicle: Unit #101204

Driver: [REDACTED]

Trip Date: 06/15/2018

On 06/16/2018, Krujex Freight Transport Corp used Driver [REDACTED] to operate a commercial motor vehicle (Unit #101204) in interstate commerce from Wapato, WA to Methuen, MA via Boise, ID (Order #801310). Although this driver operated within the Agricultural Operations exception (49 CFR Part 395.1(k)) from approximately 07:15 PST to 17:30 PST, by the time the vehicle was involved in a recordable accident near Boise, ID at or around 22:30 PST, the driver's alertness was likely impaired, as he had been on duty for approximately 15.25 hours on about 6.25 hours of rest.

17 FEDERAL	Primary: 395.3(a)(3)(ii)	Discovered 1	Checked 97	Drivers/Vehicles In Violation 1	Checked 4
---------------	--------------------------	-----------------	---------------	---------------------------------------	--------------

Description

Requiring or permitting a property-carrying commercial motor vehicle driver to drive after more than 8 hours have passed since the end of the driver's last off duty or sleeper berth period of at least 30 minutes.

Example

Trip date: 05/07/2018

Driver name: [REDACTED]

On 05/07/2018, Krujex Freight Transport Corp, used Driver [REDACTED] to operate a commercial motor vehicle (Unit #296223) in interstate commerce (BOL#16885) from Auburn, WA to Portland, OR. At the time of this transportation, the motor carrier permitted the driver to drive more than 8 hours since an off duty period of at least 30 minutes. The driver drove from 19:30 PST to 21:00 PST after coming on duty at 11:30 PST.





KRUJEX FREIGHT TRANSPORT CORP
U.S. DOT #: 2314662

Review Date
07/18/2018

Part B Violations

18 FEDERAL	Primary: 395.8(k)(1)	Discovered 3	Checked 100	Drivers/Vehicles In Violation	Checked 4
<p>Description Failing to preserve driver's record of duty status for 6 months. Driver: [REDACTED] Trip date: 05/12/2018 - 05/14/2018</p> <p>From 05/12/2018 - 05/14/2018, Krujex Freight Transport Corp used Driver [REDACTED] to operate a commercial motor vehicle in interstate commerce from Yakima, WA to Methuen, MA (PU#729892). On 05/12/2018, the driver was on duty in St. Cloud, MN. On 05/13/2018, the driver was on duty in Pittsboro, IN. On 05/14/2018, the driver was on duty in Sturbridge, MA. The motor carrier failed to maintain the driver's record of duty status for these dates.</p>					
19 FEDERAL	Primary: 396.3(b)	Discovered 1	Checked 5	Drivers/Vehicles In Violation	Checked 5
<p>Description Failing to keep minimum records of inspection and vehicle maintenance. Example Vehicle: Unit #3131</p> <p>On 06/16/2018, Krujex Freight Transport Corp used Driver [REDACTED] to operate a commercial motor vehicle (Unit #101204/#3131) in interstate commerce from Wapato, WA to Methuen, MA via Boise, ID (Order #801310). At the time of this transportation, the motor carrier had owned the vehicle for a period of 33 days (05/15/2018 - 06/16/2018). Per 49 CFR Part 396.3(b)(1-4), motor carriers are required to maintain, or cause to be maintained, vehicle maintenance files for vehicles they control for longer than 30 days. No such files were maintained for this vehicle.</p>					
20 FEDERAL	Primary: 396.3(b)(1)	Discovered 3	Checked 5	Drivers/Vehicles In Violation	Checked 5
<p>Description Failing to keep a maintenance record which identifies the vehicle, including make, serial number, year, and tire size. Example Krujex Freight Transport Corp failed to keep a maintenance record which identified the make, year, and tire size for Unit #11, Unit #82, and Unit #59.</p>					
21 FEDERAL	Primary: 396.3(b)(2)	Discovered 3	Checked 5	Drivers/Vehicles In Violation	Checked 5
<p>Description Failing to have a means of indicating the nature and due date of the various inspection and maintenance operations to be performed. Example Krujex Freight Transport Corp failed to keep a maintenance record which indicated the due dates of maintenance operations for Unit #11, Unit #82, and Unit #59.</p>					





KRUJEX FREIGHT TRANSPORT CORP
U.S. DOT #: 2314662

Review Date
07/18/2018

Part B Violations

22 FEDERAL	Primary: 396.3(c)	Discovered 3	Checked 5	Drivers/Vehicles In Violation 3	Checked 5
---------------	-------------------	-----------------	--------------	---------------------------------------	--------------

Description

Failing to retain records of inspection and maintenance for 1 year, or for 6 months after a vehicle is no longer controlled.
Vehicle: Unit #11
Trip Date: 06/17/2018

On 06/17/2018, Krujex Freight Transport Corp used Driver [REDACTED] to operate a commercial motor vehicle (Unit #11) in interstate commerce from Milford, PA to Newberg, OR via Hatnaway, MT (Bill of lading #1800616). At the time of this transportation, the motor carrier failed to retain, or cause to be retained, any records of vehicle maintenance from the previous year. Only records of annual inspections were retained. This vehicle had been leased since 05/01/2016.

Additional units in violation: Unit #82 and Unit #59.

Safety Fitness Rating Information:		OOS Vehicle (CR): 0
Total Miles Operated	107,741	Number of Vehicle Inspected (CR): 0
Recordable Accidents	1	OOS Vehicle (MCMIS): 0
Recordable Accidents/Million Miles	9.28	Number of Vehicles Inspected (MCMIS): 3

Your proposed safety rating is : UNSATISFACTORY	Rating Factors	Acute	Critical	
	Factor 1:	S	0	0
	Factor 2:	U	0	2
	Factor 3:	U	0	4
	Factor 4:	S	0	0
	Factor 5:	N	0	0
	Factor 6:	S	-	-

Effective date: The unsatisfactory rating will take effect 60 days after the date of a forthcoming official notice from the Federal Motor Carrier Safety Administration headquarters office in Washington, D.C.

PROHIBITION: Under 49 USC sections 13905(f)(1)(B) and 31144, and 49 CFR section 385.13 a motor carrier that receives a final safety rating of unsatisfactory is prohibited from operating a commercial motor vehicle in interstate and intrastate commerce and, if applicable, shall have its registration revoked unless and until such time the FMCSA determines the motor carrier is fit and the motor carrier has reinstated its registration.

49 U.S.C. 31144 provides that the prohibition takes effect unless the motor carrier, within 60 days of the date of the forthcoming official notice, takes the necessary steps to improve the rating to conditional or satisfactory.

Unless the motor carrier receives an improved rating within 60 days from the date of the forthcoming official notice from Washington, D.C, the motor carrier will be subject to the prohibition in 49 CFR 385.13.

Corrective actions must be taken for the violations (deficiencies) listed on Part B of this review. Title 49 CFR Sections 385.15 and 385.17 provide for administrative review and a change to a safety rating based on corrective actions, respectively. A request for a change to a safety rating under section 385.17 may be made at any time. A motor carrier may request, in writing, a change in the rating by providing evidence of corrective actions to the Field Administrator for the FMCSA Service Center in which the carrier maintains its principal place of business. (See 49 CFR 385.17 for additional details). A request for administrative review under section 385.15 must be made within 90 days of the date of the proposed safety rating issued under section 385.11(c) or a final safety rating issued under section 385.11(b), or within 90 days after denial of a request for a change in rating under section 385.17.

Administrative Review: A motor carrier may appeal its proposed safety rating in a petition filed pursuant to 49 CFR section 385.15 if it believes that the rating is in error and there are factual and procedural issues in dispute. Such appeals must be made



	KRUJEX FREIGHT TRANSPORT CORP U.S. DOT #: 2314662	Review Date 07/18/2018
--	---	----------------------------------

Part B Violations

within 90 days of the date of the proposed safety rating, but should be made within 15 days of the date of the safety rating notice to allow the FMCSA to issue a written decision before the prohibitions in 49 CFR 385.13 take effect. Appeals filed pursuant to section 385.15 should be addressed to: Chief Safety Officer, Federal Motor Carrier Safety Administration, 1200 New Jersey Ave., S.E., Washington, DC 20590. The motor carrier will receive a written decision on the petition within 45 days from receipt of the petition by the Chief Safety Officer. (See 49 CFR 385.15 for additional details.)

(Note: Neither a petition to contest the rating nor a request for a change in the rating will delay the effective date of the rating, if unchanged.)

If this was a focused investigation, which will be noted in the Review Type on the first page of this report (Part A), some factors shown above may be marked "SATISFACTORY" even if they were not reviewed. A focused investigation will not result in a SATISFACTORY safety rating because all standards and factors specified in 40 CFR 383.5 and 385.7 were not examined in full, even though it may appear that they were under the rating factors in Part B of this document. It may, however, result in a less than SATISFACTORY rating if sufficient violations are discovered in the parts and factors examined to result in a CONDITIONAL or UNSATISFACTORY rating, or a non-ratable review.

If you receive a conditional or unsatisfactory rating, you may request an administrative review under 49 CFR 385.15 or a safety rating upgrade based on corrective action under 49 CFR 385.17. However, a successful request may only result in a non-ratable status, upgrade to a conditional safety rating, or reinstatement of your most recent safety rating. You will not receive a new satisfactory safety rating as a result of your request(s) under 49 CFR 385.15 and/or 49 CFR 385.17.





KRUJEX FREIGHT TRANSPORT CORP

U.S. DOT #: 2314662

Review Date:

07/18/2018

Safety Fitness Rating Explanation

This report lists the facts which were used to determine the Safety Fitness Rating for the above motor carrier. Federal and State violations are combined for rating purposes. However, only the federal or federal equivalent section number is shown below. A check mark identifies the range within which the data fell when determining the Safety Fitness Rating. All information within a FACTOR block relates only to that FACTOR.

FACTOR 1		General (CFR Parts 387, 390)	√ 0 Point = Satisfactory 1 Point = Conditional >1 Point = Unsatisfactory
VIOLATIONS AFFECTING RATING		POINTS	
NONE		-----	
TOTAL POINTS:		0 = SATISFACTORY	
FACTOR 2		Driver Qualification (CFR Parts 382, 383, 391)	0 Point = Satisfactory 1 Point = Conditional √ >1 Point = Unsatisfactory
VIOLATIONS AFFECTING RATING		POINTS	
F	391.51(b)(2)	1 (C)	
F	391.51(b)(7)	1 (C)	
TOTAL POINTS:		2 = UNSATISFACTORY	
FACTOR 3		Operational/Driving (CFR Parts 392, 395)	0 Point = Satisfactory 1 Point = Conditional √ >1 Point = Unsatisfactory
VIOLATIONS AFFECTING RATING		POINTS	
F	395.8(a)(1)(i)	2 (C)	
F	395.8(e)(1)	2 (C)	
TOTAL POINTS:		4 = UNSATISFACTORY	
FACTOR 4		Vehicle/Maintenance (CFR Parts 393, 396, Performance Data (OOS%))	
VIOLATIONS AFFECTING RATING		POINTS	Out-of-Service (OOS) Percentage: 0.0
NONE		-----	
TOTAL POINTS:		0 & 0.0% OOS = SATISFACTORY (see chart)	
Fewer than 3 Inspections		3 or more Inspections	
Rate same as other Regulatory Factors 1, 2, and 3 0 Point = Satisfactory 1 Point = Conditional >1 Point = Unsatisfactory		OOS Less than 34%	OOS 34% or Higher
		√ Satisfactory	Conditional
		Conditional	Unsatisfactory
		If a pattern of Non-Compliance with a Critical or an Acute Violation	If a pattern of Non-Compliance with a Critical or an Acute Violation
FACTOR 5		Hazardous Material (CFR Parts 397, 171, 172, 173, 177, 180)	
Not Applicable - Not a carrier of Hazardous Material			
NONE			
FACTOR 6		Accident (Recordable Accident Rate)	
		((Recordable Accidents) X (1 million)) ÷ (Total Miles) = Rate	
		Factor Rating Cannot be Less Than Satisfactory because carrier has only one accident	





KRUJEX FREIGHT TRANSPORT CORP
U.S. DOT #: 2314662

Review Date
07/18/2018

Safety Fitness Rating Explanation

OVERALL SAFETY FITNESS RATING

Number of Factors (1-6) shown above as less than satisfactory

Unsatisfactory
2

Conditional
0

= UNSATISFACTORY

FORMULA TO CALCULATE THE OVERALL SAFETY FITNESS RATING

Number of Factors

Unsatisfactory	Conditional	OVERALL RATING
0	2 or fewer	Satisfactory
0	3 or more	Conditional
1	2 or fewer	Conditional
1	3 or more	Unsatisfactory
✓ 2	0 or more	Unsatisfactory





Part B Requirements and/or Recommendations

1. For all Investigations:

- **Understand Why Compliance Saves Time and Money:** Compliance with FMCSRs will not only save lives, but also saves your business time and money. Tracking how much your business spends on non-compliance activities can help you understand the many benefits of compliance to your business and why safety is good business.

- **Document and Follow Through on Action Plans:** Document and follow through on action plans to ensure the actions you are taking are creating improvement in safety management and compliance.

- **NOTICE:** A pattern and/or repeated violations of the same or related acute or critical regulations (violations of the same Part in Title 49, Code of Federal Regulations) will cause the maximum penalties allowed by law to be assessed under Section 222 of the Motor Carrier Safety Improvement Act of 1999 (MCSIA). A pattern of violations means two or more violations of acute and/or critical regulations in three or more Parts of Title 49, Code of Federal Regulations discovered during any eligible investigation. Repeated violations means violation(s) of an acute regulation of the same Part of Title 49, Code of Federal Regulations discovered in an investigation after one or more closed enforcement actions within a six year period and/or violation(s) of a critical regulation in the same Part of Title 49, Code of Federal Regulations discovered in an investigation after two or more closed enforcement actions within a six year period.

- **NOTICE:** 49 CFR Part 391.23 requires prospective employers to, at a minimum, investigate a driver's employment information, crash record, and alcohol and controlled substances history from all employers the driver worked for within the previous 3 years.

The Pre-Employment Screening Program (PSP) is a screening tool that assists motor carriers in investigating crash history and roadside safety performance of prospective drivers. The PSP allows motor carriers to purchase 5 years of crash data and 3 years of roadside inspection data from the Federal Motor Carrier Safety Administration's (FMCSA) Motor Carrier Management Information System (MCMIS). Records are available 24 hours a day via Web request. Motor carriers should visit the following website for more information:
<http://www.psp.fmcsa.dot.gov/Pages/default.aspx>

- All motor carriers and truck drivers are needed to fight against terrorism and hijacking. You could be a target. Protect yourself, your trucks, your cargo, and your facilities. Discuss with your employees/drivers the "Security Measures for Truck Drivers and Companies" which were provided and reviewed with motor carrier official. Motor carriers should visit the following website for more information:
<http://www.fmcsa.dot.gov/documents/Hijacking-Brochure.pdf>

For all Investigations that could result in a Notice of Claim:

- **PLEASE NOTE:** The violations discovered during this compliance review may affect the civil penalty proposed in any subsequent Notice of Claim. In addition, your history of prior violations of the Federal Motor Carrier Safety Regulations, Federal Hazardous Material Regulations or the Federal Motor Carrier Commercial Regulations may also affect the civil penalty proposed in any subsequent Notice of Claim. Receipt of this report acknowledges your understanding that the violations discovered by the FMCSA during this review may be used to calculate any civil penalty proposed as a result of this review.

Attached to this report is Table 1, which identifies all the documented violations which were discovered during the course of this review.

For all Investigations resulting in serious violations:

Serious violations were recorded on this investigation report. These violations will impact your safety record. Furthermore, these violations may result in a follow-up investigation at a later date unless adequate evidence of corrective action is forwarded to our office:





KRUJEX FREIGHT TRANSPORT CORP
U.S. DOT #: 2314662

Review Date:
07/18/2018

Part B Requirements and/or Recommendations

Field Administrator
Federal Motor Carrier Safety Administration
Golden Hills Office Centre
12600 W. Colfax Ave. Suite B-300
Lakewood, CO 80215

For all Investigations resulting in a proposed conditional or unsatisfactory rating:

385.15

If you believe the proposed rating is in error and there are factual and procedural issues in dispute, Part 385.15 (copy provided) outlines procedures for petitioning the Federal Motor Carrier Safety Administration for an administrative review of these findings. Your petition should be addressed to:

Chief Safety Officer
Federal Motor Carrier Safety Administration
1200 New Jersey Avenue SE,
Washington, DC 20590

385.17

In addition, a request for a revised rating based on corrective actions may be made at any time. Part 385.17 (copy provided) outlines the procedures for such a request. The request must be made in writing, must describe the corrective action taken and must include other documentation that may be relied upon as a basis for the requested change. Address your written request to:

Field Administrator
Federal Motor Carrier Safety Administration
Golden Hills Office Centre
12600 W. Colfax Ave. Suite B-300
Lakewood, CO 80215

This letter should be submitted as soon as possible.

For all investigations with violations recorded in Part B.

If you believe the violations recorded in Part B of this investigation were an error, you may submit a Request for Data Review (RDR) through DataQs. The DataQs system is the most effective way to remove violations on the investigation report that did not affect your safety rating data. DataQs is an online system that allows a motor carrier or driver to request and track a review of Federal and State issued data that it believes to be incomplete or incorrect. To submit an RDR, go to <https://dataqs.fmcsa.dot.gov>.

For all Investigations resulting in a proposed unsatisfactory rating:

- This review will result in a Proposed Safety Rating. The findings indicate you are currently operating at an unsatisfactory level of safety compliance. A written notice of proposed unsatisfactory rating will be sent to you by the FMCSA via U.S. Mail. If you fail to obtain an improved rating within 60 days of the date that notice is sent, the unsatisfactory rating will become final and you must cease interstate operations.

Information on your compliance status, roadside inspections, regulatory changes, accident countermeasures and hazardous material incident prevention manual is available on the Internet at the Federal Motor Carrier Safety Administration's web site at <http://www.fmcsa.dot.gov/> and <http://www.safer.fmcsa.dot.gov/>.

HOS COMPLIANCE BASIC PROCESS BREAKDOWN: Policies and Procedures



Part B Requirements and/or Recommendations

DESCRIPTION OF PROCESS BREAKDOWN: Krujex Freight Transport Corp and Owner Corneliu Visan failed to develop appropriate policies and procedures to ensure ELD compliance amongst drivers (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C).

BASIC SPECIFIC RECOMMENDED REMEDIES

Implement Safety Improvement Practices: The following are recommended practices related to Policies and Procedures.

- Develop a policy and procedure describing how management will monitor and track logs for falsification.
- Establish a policy that prohibits dispatchers from assigning a load to drivers without hours available to complete the load on time.
- Develop a policy stating that drivers should not violate their Hours-of-Service (HOS) Out-of-Service (OOS) order under any circumstances, and immediately contact the carrier when a driver is placed OOS.
- Develop a policy requiring drivers to report their available hours to dispatch during "check-in" calls.
- Develop policies and procedures for ensuring proper retention of Record of Duty Status (RODS) according to regulations.
- Establish a policy requiring drivers to submit copies of all roadside inspections to carrier management within 24 hours.
- Develop a policy stating that drivers are required to submit all Records of Duty Status (RODS) and supporting documentation, such as expense receipts, within 13 days of the end of the trip.
- Establish a policy stating that drivers are required to check with their supervisor, manager, or dispatcher to review their "fit-for-duty" status before starting a job, and that drivers who are ill to the extent that their ability and/or alertness is impaired are prohibited from working on safety-sensitive assignments.
- Develop a written and progressive disciplinary policy focused on taking corrective action to ensure drivers comply with regulations and policies. A progressive disciplinary policy could include, among other things, written warnings, suspensions, or work restrictions, monetary penalties, and termination. This policy should also specify consequences for any carrier official who knowingly and willfully allows Hours-of-Service (HOS) violations.

Seek Out Resources:

- You are encouraged to review your company's record at the following website: <http://ai.fmcsa.dot.gov/SMS>. You will need to use your PIN Number that has been provided by the FMCSA.
 - Contact industry associations to get resources and ideas on safety improvement practices from other carriers in the industry.
3. Require all drivers to prepare complete and accurate records of duty status for each day, and to submit them within 13 days. Maintain all duty status records on file, with all supporting documents, for at least 6 months.
4. DRIVER FITNESS BASIC PROCESS BREAKDOWN: Policies and Procedures

DESCRIPTION OF PROCESS BREAKDOWN: Krujex Freight Transport Corp and Owner Corneliu Visan failed to develop policies and procedures to ensure Drivers (b) (6), (b) (7)(C) had driver qualification files, and that these files were reviewed periodically to evaluate driver qualifications.

BASIC SPECIFIC RECOMMENDED REMEDIES

Implement Safety Improvement Practices: The following are recommended practices related to Policies and Procedures.

- Develop a policy for the periodic review (at least twice per year) of driver qualification files. The motor carrier should not rely on third-party sources, such as insurance agencies. The procedure should include controls to ensure that documents requiring renewals are in place, to remind drivers of expiration dates on medical certificates, so they can schedule another physical examination in advance, and to prevent falsification of documents related to driver qualification.
- Establish a policy requiring drivers to submit copies of all vehicle and roadside inspections and moving violations to carrier management within 24 hours, and to notify management of suspended or revoked Commercial Driver's Licenses (CDLs) immediately following notification of suspension/revocation.



Part B Requirements and/or Recommendations

- Establish a policy requiring all new (since 2003) Commercial Driver's License (CDL) drivers to submit documentation of entry-level driver training in - for example, driver qualification requirements, Hours of Service (HOS), driver wellness, and whistleblower protection - or to take entry-level training provided by the carrier.
- Develop a policy for document retention and recordkeeping, including documents that are to be in the possession of the driver as proof of credentials.
- Develop a process to ensure that operations will always have the proper amount of fit drivers. This process would address how to deal with issues such as sick leave, vacation, training, suspension, and termination.
- Develop a written and progressive disciplinary policy focused on taking corrective action to ensure drivers comply with regulations and policies. A progressive disciplinary policy could include, among other things, written warnings, suspensions, or work restrictions, monetary penalties, and termination. This policy should also specify consequences for any carrier official who knowingly and willfully allows Driver Fitness Violations.

Seek Out Resources:

- You are encouraged to review your company's record at the following website: <http://ai.fmcsa.dot.gov/SMS>. You will need to use your PIN Number that has been provided by the FMCSA.
 - Contact industry associations to get resources and ideas on safety improvement practices from other carriers in the industry
5. Ensure that all drivers are fully and properly qualified before operating in interstate commerce. Maintain a complete file as required for each driver, documenting the qualification process.

6. CRASH INDICATOR BASIC PROCESS BREAKDOWN: Qualification and Hiring

DESCRIPTION OF PROCESS BREAKDOWN: Krujex Freight Transport Corp and Owner Corneliu Visan failed to appropriately evaluate Driver (b) (6), (b) (7)(C) motor vehicle records (MVRs) and employment history before he was hired and involved in a fatal accident on 06/16/2018. Krujex Freight Transport Corp also failed to evaluate MVRs and investigate the backgrounds of Drivers (b) (6), (b) (7)(C)

BASIC SPECIFIC RECOMMENDED REMEDIES

Implement Safety Improvement Practices: The following are recommended practices related to Qualification and Hiring.

- Ensure that Motor Vehicle Records (MVRs) from States issuing Commercial Driver's Licenses (CDLs) are reviewed for unsafe driving violations of all prospective drivers for the last three years.
- Ensure that prospective drivers will drive safely by querying applicants, checking with previous employers and references, and obtaining necessary documents regarding drivers' medical conditions, safety performance, qualifications, and training going back three years.
- Review and evaluate gaps in employment, frequent job changes, incomplete applications, operational limitations, physical impairments, and controlled substances and alcohol involvement.
- Ensure that the employment application captures all information required by the Federal Motor Carrier Safety Regulations (FMCSRs) pertaining to moving violations, prior convictions, and denied employment based on unsafe driving.

Seek Out Resources:

- You are encouraged to review your company's record at the following website: <http://ai.fmcsa.dot.gov/SMS>. You will need to use your PIN Number that has been provided by the FMCSA.
 - Contact industry associations to get resources and ideas on safety improvement practices from other carriers in the industry.
7. UNSAFE DRIVING BASIC PROCESS BREAKDOWN: Qualification and Hiring

DESCRIPTION OF PROCESS BREAKDOWN: Krujex Freight Transport Corp and Owner Corneliu Visan failed to evaluate Driver MVRs and employment history for unsafe driving practices before he received a violation for inattentive driving for his role in a fatal accident on 06/16/2018.





Part B Requirements and/or Recommendations

BASIC SPECIFIC RECOMMENDED REMEDIES

Implement Safety Improvement Practices: The following are recommended practices related to Qualification and Hiring.

- Ensure that Motor Vehicle Records (MVRs) from States issuing Commercial Driver's Licenses (CDLs) are reviewed for unsafe-driving violations of all prospective drivers for the last three years.
- Ensure that prospective drivers will drive safely by querying applicants, checking with previous employers and references, and obtaining necessary documents regarding drivers' safety performance going back three years.

Create a detailed written record of each inquiry.

- Ensure that enough drivers are hired so that the carrier can meet deadlines within Hours-of-Service (HOS) restrictions without speeding.
- Ensure that the employment application captures all information required by the Federal Motor Carrier Safety Regulations (FMCSRs), such as that pertaining to moving violations, prior convictions, and denied employment based on unsafe driving.
- Enhance the recruitment process to identify and attract qualified applicants for the position of safety director and driver, using outside resources such as industry affiliations, recruiters, and consultants for employee searches and referrals.

Seek Out Resources:

- You are encouraged to review your company's record at the following website: <http://ai.fmcsa.dot.gov/SMS>. You will need to use your PIN Number that has been provided by the FMCSA.
- Contact industry associations to get resources and ideas on safety improvement practices from other carriers in the industry.

8. Establish a systematic maintenance records program for all vehicles. Maintain a complete file for each subject vehicle, recording all repair, maintenance and inspection operations performed.
9. Provide employees with a written controlled substance and alcohol testing policy that complies with all the requirements noted in Part 382.601(b). Also, ensure you maintain a certificate signed by the employee certifying they have received your company drug and alcohol testing policy.
10. Maintain all required alcohol and controlled substance testing records including yearly summaries, quarterly summaries, test information, test results, records of training etc., as required by 49 CFR Parts 40 and 382 of the FMCSR .
11. After selection of drivers for random testing, the program coordinator should send confidential correspondence to whoever is informing the selected drivers, noting the selection date, selected names, proper notification procedure, testing location, and when test results need to be completed. Drivers should be reminded that refusal to take the test will be equivalent to a positive result.
12. Check out our new ELD resource page to access fact sheets, brochures and more in both English and Spanish languages. You can sign up for ELD email updates at <https://www.fmcsa.dot.gov/hours-service/elds/resources>.
13. If you have any questions concerning this report, please contact the Federal Motor Carrier Safety Administration, 530 Center Street NE, Suite 440, Salem, OR 97301-3740, Phone: (503) 399-5775.



Part C

Reason for Review: Other Planned Action: Prosecution	Accident OR-2018-4110-US1664
---	---------------------------------

Parts Reviewed Certification:

325	382	383	387	390	391	392	393	395	396	397	398	399	171	172	173	177	178	180
	✓	✓	✓	✓	✓	✓	✓	✓	✓									

Prior Reviews Prior Prosecutions

Unsat/Unfit Information

Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle?
 Does carrier transport placardable quantities of hazardous materials?
Unsat/Unfit rule: 60-Day - no Interstate Passengers or Placardable HM

Corporate Contact: Corneliu Visan Corporate Contact Title: Owner	Special Study Information:
---	-----------------------------------

Remarks:

INVESTIGATIVE REPORT RECEIVED BY:
 Name: Corneliu Visan
 Title: Owner
 Carrier Name: Krujex Freight Transport Corp (KFTC), USDOT #2314662
 Safety Investigator: Richard Norton (US1664)
 Date of Investigation: 07/09/2018 - 07/18/2018

This Comprehensive Investigation was performed by Safety Investigator Richard Norton ("SI Norton") with Owner Corneliu Visan and Accountant Claudia Visan. The investigation took place at the motor carrier's principal place of business (PPOB), located at 5681 SE 29th Terrace, Gresham, OR 97080. The investigation was completed on 07/18/2018 and resulted in a proposed "Unsatisfactory" rating for the motor carrier.

This investigation was initially scheduled on 06/29/2018 by David Armstrong, Safety Investigator and Acting Federal Program Manager, FMCSA Washington Division. The investigation was scheduled for 07/09/2018 and was to take place in coordination with National Transportation Safety Board (NTSB) Highway Crash Investigator Michael LaPonte and NTSB Senior Highway Crash Investigator Shawn Currie. After discovering the motor carrier listed an invalid PPOB on their most recent MCS-150, and that the motor carrier's qualifying PPOB was in Oregon, the investigation was transferred from the FMCSA Washington Division to the FMCSA Oregon Division.

This was the first investigation for KFTC. Prior to this review, the motor carrier was subject to a New Entrant Safety Audit. The motor carrier successfully exited the New Entrant process on 04/23/2014.

REASON FOR INVESTIGATION:

This investigation was the result of an accident near Boise, ID on 06/16/2018. This accident resulted in four fatalities, with a total of seven vehicles involved. At the time this investigation was scheduled, the motor carrier was only in alert in the Hours-of-Service Compliance BASIC (73rd percentile).

CARRIER OPERATION DESCRIPTION:

KFTC is an authorized for-hire, and exempt for-hire, Oregon-based, interstate motor carrier. The motor carrier is registered with the Washington Secretary of State Corporations Division, with Corneliu Visan listed as Governor. The motor carrier largely transports general freight, fresh produce, and refrigerated food. KFTC was not involved in emergency relief efforts



Part C

or operating under an exemption or waiver of the Federal Motor Carrier Safety Regulations (FMCSR) during the period covered by this investigation. The motor carrier reports currently operating three interstate drivers, one truck tractors, and two trailers. KFTC also reported a gross revenue of \$395,984 for a fiscal year ending on 12/31/2017 and a total of 107,741 miles driven in the previous 12 months.

The motor carrier uses a home office as their PPOB, where records required by the FMCSR are maintained. The financial stability of the motor carrier is questionable, as KFTC largely leases their vehicles and office space and has no major assets. The motor carrier leases vehicles from TEC Equipment, Inc., local Penske affiliates, and Driver (b) (6), who are all based in the Portland, OR metropolitan area. In addition, the motor carrier appears to pay their drivers a substantial rate of ~\$5200 for a cross-country trip from Portland, OR to the East Coast. Drivers typically backhaul at a similar payrate, suggesting that drivers gross approximately \$10,000 per month. The motor carrier does not reimburse for fuel and expenses, and mentioned that payrates fluctuate given the underlying economic conditions. KFTC operates almost exclusively in interstate commerce.

KFTC is associated with Krujex Transport Systems, Krujex Transport Corp, and Krujex Logistics. Krujex Logistics, Inc. (USDOT #2358538) is an active broker, which lists Cornel Visan as Governor with the Washington Secretary of State Corporations Division, whereas Krujex Transport Systems, LLC is an inactive broker (USDOT #2235444). Krujex Transport Corp (USDOT #571443) is an inactive motor carrier with no out-of-service history, but the company was the subject of six previous Compliance Reviews. Krujex Transport Corp also listed Corneliu Visan as Vice President on their last MCS-150 (03/11/2010). Three previous reviews (11/06/2001, 05/25/2011, and 10/20/2012) resulted in a "Conditional" rating for Krujex Transport Corp. Additionally, one previous Compliance Review resulted in an "Unsatisfactory" rating (01/20/2011), while another resulted in a "Satisfactory" rating (07/23/2002). A review on 04/25/2008 did not result in a rating for the motor carrier.

The motor carrier, and Owner Corneliu Visan, should be familiar with the FMCSR from their previous Safety Audit and Mr. Visan's substantial history of investigations with Krujex Transport Corp (USDOT #571443).

SCOPE OF INVESTIGATION:

This Comprehensive Investigation was in accordance with eFOTM guidance and FMCSA Policy. Accordingly, compliance with all BASICs was reviewed. A complete CDL, Operating Authority, Insurance, and Red Flag Drivers review ("CAIR review") was performed by Sherri Sell, Program Analyst, FMCSA Oregon Division, as part of the Pre-Investigation.

PRE-INVESTIGATION:

KFTC was given more than 48-hours notice regarding this investigation. On 07/03/2018, SI Norton contacted KFTC to confirm the appointment for 07/09/2018 and to give the motor carrier instructions to update their MCS-150 with the correct PPOB. Shortly after this initial conversation, a contact letter was emailed to the motor carrier requesting the following documents:

1. A Loss/Run Insurance Report for all crash-related insurance claims within the past 12 months and a current MCS-90.
2. Accident Register and accident files for accidents occurring within the past 365 days.
3. Gross Revenue for the last fiscal year, and year-end date.
4. Federal Tax ID number or Social Security Number used to file taxes.
5. Total miles of all power units used in the past 365 days (include all terminals).
6. All records relating to the Controlled Substance/Alcohol testing requirements as required by 49 CFR Parts 40 and 382 (including pre-employment tests, post-accident tests, random tests, laboratory statistical summaries, annual summary, inquiries from previous employers, company policy/educational materials, supervisor training documents).
7. List of current drivers and their hire dates, CDL state and license # and date of birth (include, owner operators, leased drivers and the date they first worked for your company).
8. List of all drivers used within the past 365 days that are no longer used, or have been terminated or separated from the company for any reason (include hire date, termination date, CDL state and license # and date of birth).
9. All driver qualification files maintained to comply with 49 CFR Part 391. (File includes employment application, previous employer verification, driver's abstract, medical certificate, copy of license, copy of road test for non CDL drivers, etc.).
10. Records of duty status (logbooks /time cards) maintained to comply with 49 CFR Part 395 for all drivers for the last six months.
11. Supporting documents generated in the course of business (including but not limited to: trip packets, dispatch records, bills of lading, invoices, fuel receipts) for the last six months.
12. List of all commercial vehicles by company name, company number, vehicle year and make, license plate number and registration cards (Cab Cards) of commercial vehicles (including short and long term leased vehicles).





Part C

13. All maintenance files/records maintained to comply with 49 CFR Part 396 for all commercial vehicles and copies of annual inspections.

14. All driver vehicle inspection reports (DVIRs) for the previous 90 days, as required by 49 CFR Part 396.11, for all vehicles.

Prior to the investigation beginning on 07/09/2018, the motor carrier provided a current driver and vehicle list, both of which can be found in EDMS. The vehicles involved in the fatal accident on 06/16/2018 are below:

1. Unit #101204 - 2019 Volvo truck tractor (Model: VNL64T760) - VIN# 4V4NC9EH5KN905327 - Oregon License Plate #YAIU484 - leased from TEC Equipment, Inc. on 05/24/2018.

2. Unit #3131 - 2015 Great Dane Super Seal semitrailer - VIN#1GRAA0621FW701488 - Oregon License Plate #HV28430 - purchased from Dads Truck and Trailer Sales in Idaho Falls, ID on 05/15/2018.

Multiple leased vehicles not currently under contract were left off the list initially provided by the motor carrier, but copies of relevant lease agreements were ultimately provided during the investigation. While the motor carrier failed to maintain several requested documents, KFTC was compliant with the above record request. A complete profile was also reviewed prior to the investigation beginning.

CDLIS (DRIVER LICENSE) CHECK:

CDLs were checked in the Commercial Driver's License Information System (CDLIS) as part of the CAIR review. In this analysis, it was discovered that Driver (b) (6), (b) (7)(C) had his CDL cancelled by the State of Oregon on 06/22/2018. During the investigation it was discovered that KFTC had not used this driver since the motor carrier learned he operated a commercial motor vehicle with an expired medical certificate on 05/23/2018 (Driver/Vehicle Examination Report #WAW709006750).

AUTHORITY PART 392:

KFTC was granted common property authority on 11/20/2012 (MC #790202) and has not been subject to any revocation orders.

INSURANCE PART 387:

KFTC has sufficient liability insurance of \$1,000,000 from Artisan and Truckers Casualty Co (Policy Number: CA 01914565-5) and maintains a current MCS-90. No lapses in the motor carrier's coverage were discovered as part of this investigation.

DRIVERS WITH RED FLAG VIOLATIONS:

No drivers with roadside red flag violations were discovered during the CAIR review or during the investigation.

INVESTIGATION:

NTSB Investigators Michael LaPonte and Shawn Currie conducted the initial interview with SI Norton and the motor carrier on 07/09/2018. David Armstrong, FMCSA Washington Division, was also present during this interview, but did not participate in the questioning of the motor carrier or in the subsequent Compliance Review. Following this opening interview, KFTC successfully updated their registration with FMCSA on 07/13/2018 and listed the correct PPOB as 5681 SE 29th Terrace, Gresham, OR 97080.

Corneliu Visan provided driver records of duty status, load tickets, bills of lading, fuel receipts, scale receipts, driver qualification files, and vehicle maintenance records. KFTC and Mr. Visan failed to maintain several records relating to driver qualification, vehicle maintenance, and drug and alcohol programs. In instances concerning the motor carrier's maintenance and drug and alcohol programs, consortiums and lessors were contacted directly to verify compliance. As discussed in the "Controlled Substances and Alcohol" and "Vehicle Maintenance Part 396" sections of this report, the motor carrier was still cited for failing to maintain applicable records.

As required by the eFOTM, four drivers were examined for compliance with applicable hours-of-service and driver fitness regulations. Drivers (b) (6), (b) (7)(C) had no driver qualification files. Owner Corneliu Visan mentioned during the closing of this investigation that he was in the process of hiring a consultant to develop a driver qualification file for (b) (6), (b) (7)(C). While Drivers (b) (6), (b) (7)(C) had driver qualification files, they were not maintained appropriately. See the "Driver Qualification Part 391" section of this report for additional details. Paper records of duty status were used by the motor carrier and its drivers for all operations, including when the drivers were exempt under the





Part C

short-haul or agricultural operations exemptions. Records of duty status are filed in trip packets, with the applicable supporting documents described above, and maintained at the PPOB. See the "Hours of Service (HOS) Part 395" section of this report for additional details concerning the sampling used and violations discovered.

In accordance with guidance from the eFOTM, five vehicles were selected for compliance with vehicle maintenance requirements. Vehicles are not kept at the PPOB, but are returned to the lessors following trips. The motor carrier failed to provide any vehicle maintenance files during the opening interview, but did produce some records of annual inspection during the subsequent investigation. A complete description of the sampling used, and violations discovered in the motor carrier's maintenance program, can be found in the "Vehicle Maintenance Part 396" section of this report.

ACCIDENTS: The motor carrier had one recordable accident listed on their safety profile in the previous 12 months. In reviewing the motor carrier's loss run report, no additional crashes were discovered. With only one accident, the motor carrier's safety rating was unaffected. The details of this incident are described below:

CRASH #1 - On [REDACTED] at approximately 10:30 PM PST, Driver [REDACTED] was involved in a recordable accident. This accident resulted in his death and three additional fatalities. Initial reports from the Idaho State Police (Driver/Vehicle Examination Report #ID310006357) posthumously issued the driver a violation for inattentive driving. Driver [REDACTED] was traveling eastbound on I-84 at milepost 47, near the Cloverdale Road overpass, when an SUV immediately in front of the vehicle, and another truck tractor and trailer combination in front of the SUV, slowed for construction traffic. Driver [REDACTED] appears to have failed to slow and come to a stop for the traffic, and likely struck the SUV immediately in front of his vehicle at highway speeds. The collision killed all three passengers in the SUV, who were local Air Force servicemen and women, and propelled the SUV into the combination immediately in front of them. Four additional vehicles were also involved in this accident to some degree. No crash reports were available at the time of this investigation and Idaho State Police and NTSB investigations are ongoing.

HAZARDOUS MATERIALS (HM) SUPPLEMENTAL REVIEW:

In the period reviewed as part of this investigation, the motor carrier did not transport any HM. One driver, [REDACTED] (b) (6), (b) (7)(C) transported paint, but the shipping document did not identify it as HM. After further investigating the shipper, it was determined that this paint was non-hazardous.

CONTROLLED SUBSTANCES AND ALCOHOL PART 40/382 SUPPLEMENTAL:

Per e-FOTM guidelines for a Comprehensive Investigation, full compliance with 49 CFR Part 40/382 was reviewed. In the review of this BASIC, it was discovered that the motor carrier used two consortiums in the period covered by this investigation.

The first consortium used by KFTC was Foley Carrier Services, LLC. This consortium, located at 140 Huyshope Avenue 2nd Floor, Hartford, CT 06106, was used by the motor carrier for the entirety of the 2017 calendar year, and as of the time of this investigation, was still used by KFTC. After contacting the consortium directly, it was discovered that only Driver [REDACTED] was enrolled in this consortium's random drug and alcohol pool. This driver was also selected for both random controlled substances and alcohol testing in June 2018, but KFTC failed to notify the driver of these tests in the selection period. See Part B for additional details. The motor carrier indicated that it is likely to terminate enrollment with Foley Carrier Services, LLC and enroll all drivers in their second consortium. Foley Carrier Services, LLC did meet their testing rate requirements for the 2017 calendar year.

The second consortium used by KFTC during the 2017 calendar year, and the consortium likely to be continually used in the future, was CleanFleet, located at 10350 N. Vancouver Way #106, Portland, OR 97217. The motor carrier enrolled in this consortium on 12/14/2017, before hiring drivers [REDACTED] (b) (6), (b) (7)(C). These three drivers were all subsequently enrolled with the consortium following their hire dates. KFTC failed to maintain any documents concerning their enrollment with either consortium, or the consortiums' compliance with annual testing rates. Similarly, the motor carrier did not provide any educational materials to its drivers concerning the requirements of Part 382. See Part B for additional details.

All three drivers hired in the previous 12 months by KFTC, including Driver [REDACTED], had valid pre-employment tests before operating commercial motor vehicles for the motor carrier. No reasonable suspicion, random, or post-accident tests were performed by KFTC in the period covered by this investigation. The motor carrier did have one accident in the previous 12 months, but as described under Crash #1 above, the driver did not survive and no post-accident testing was performed.



Part C

DRIVER QUALIFICATION (DQ) PART 391:

Per e-FOTM guidelines for a Comprehensive Investigation, full compliance with Part 391 and the Driver Fitness BASIC was reviewed for Drivers (b) (6), (b) (7)(C). All drivers besides (b) (6), (b) (7)(C) had current Medical Examiner Certificates (MEC) and the EDMS excel worksheet page, "MEC Verifications" contains the dates on which the certifications were verified.

Only Drivers (b) (6), (b) (7)(C) had any driver qualification documents as required by 49 CFR Part 391.51. Documents for these drivers were maintained at the PPOB in designated folders provided by Foley Carrier Services, LLC. These folders had checklists indicating the requirements of the FMCSRs. Checklists on these files were not maintained.

The motor carrier failed to maintain driver qualification files for Drivers (b) (6), (b) (7)(C), with no records required by Part 391.51 present at the time of the review. As such, KFTC was found to be in violation of several Driver Fitness BASIC requirements. Per eFOTM guidance, the motor carrier was cited for the individual components required under this section. As such, the motor carrier was cited for critical violations for failing to maintain a medical examiner's certificate in these drivers' qualification files. Additionally, no drivers had initial motor vehicle records (MVR) obtain within 30-days of employment or at annual intervals. Similarly, the motor carrier also failed to investigate the backgrounds of all drivers within 30-days, failed to require drivers to complete employment applications, and failed to require drivers to furnish a list of violations every 12-months. See Part B for additional details concerning all DQ violations.

UNSAFE DRIVING PART 392:

Out of 10 previous interstate inspections from the preceding 12 months, the only unsafe driving violation concerned Driver (b) (6), (b) (7)(C) post-crash Driver/Vehicle Examination Report, performed by the Idaho State Police on 06/19/2018 (Report #ID3100006357). This Idaho State Police report issued Driver (b) (6), (b) (7)(C) and KFTC, a violation for inattentive driving. As such, this Compliance Review also cites KFTC for an unsafe driving violation under 49 CFR Part 392.2.

In addition, it was discovered that KFTC permitted Driver (b) (6), (b) (7)(C) to operate a commercial motor vehicle, on the day of his accident, when it was likely that his alertness would become impaired. Although this driver operated within the agricultural operations exception from approximately 07:15 PST to 17:30 PST, by the time the vehicle was involved in a recordable accident near Boise, ID at approximately 22:30 PST, the driver's alertness was likely to become impaired. GPS records indicated the driver had been on duty for approximately 15.25 hours on about 6.25 hours of rest. As such, this Compliance Review cites KFTC for a violation of 49 CFR Part 392.3. See Part B for additional details concerning all Unsafe Driving violations.

HOURS OF SERVICE (HOS) PART 395:

Hours-of-Service compliance was reviewed for Drivers (b) (6), (b) (7)(C). Records of duty status were requested for a 30-day period for all drivers. Of these cumulative 120 days, 20 days were exempted from records of duty status requirements under either the short-haul exemption or the agricultural operations exemption. Of the remaining 100 days, the motor carrier failed to maintain three days of logs for Driver (b) (6), (b) (7)(C). See Part B for additional details.

In addition to the supporting documents provided by the motor carrier, this investigation also utilized GPS records provided by TEC Equipment, Inc. for the unit involved in Driver (b) (6), (b) (7)(C) accident on 06/16/2018. In addition to PC Miller reports, scale crossings from both the State of Washington and the State of Oregon were also used to check for falsification. As such, several falsifications were discovered during this investigation resulting in a critical violation of 49 CFR Part 395.8(e)(1). See Part B for additional details.

ELD READINESS:

KFTC is required to use ELDs when exceeding the 8days/30-days exception. This information was also uploaded to the FMCSA SharePoint website. Driver (b) (6), (b) (7)(C) was the only driver to use an ELD, and he did so for the entirety of the 30-day period examined. Compliance for Drivers (b) (6), (b) (7)(C) was examined in accordance with FMCSA policy, under the Electronic Logging Device Phase II Supplemental Training and Policy Documents. As such, the motor carrier was cited with a critical violation of 49 CFR Part 395.8(a)(1)(i). See Part B for additional details.

VEHICLE MAINTENANCE PART 396:

Five vehicle maintenance files were reviewed as part of this Comprehensive Investigation, including Unit #101204, #3131, #11, #82, and #59.



Part C

The motor carrier failed to maintain any records of maintenance for Unit #3131, a 2015 Great Dane semitrailer that was involved in the accident on 06/16/2018 and which was subject to the motor carrier's control for a period of 33 days. See Part B for additional details concerning this violation. KFTC did provide a bill of sale for this trailer, and the dealer was contacted to verify that the vehicle had a current periodic inspection at the time of sale. Additionally, Unit #101204, the truck tractor involved in [REDACTED] accident on 06/16/2018 also had a current periodic inspection performed by the leasing dealership, TEC Equipment, Inc. This vehicle was not subject to the motor carrier's control for longer than 30 days, and as such the motor carrier was not cited for failing to maintain maintenance records.

For Units #11, #82, and #59, which were leased to KFTC by Drive (b) (6), (b) (7)(C), the motor carrier was able to produce valid records of annual inspection. As such, the motor carrier was not cited under 49 CFR Part 396.3(b), as was the case for Unit #3131. The motor carrier was cited for failing to properly identify the vehicle maintenance records, failing to maintain records of maintenance from the previous year, and for failing to develop a schedule of maintenance for these vehicles. See Part B for additional details.

OOS RATE: Per eFOTM guidance for a motor carrier the size of KFTC, three inspections from the motor carrier's profile were used to calculate an out-of-service (OOS) rate. The motor carrier did dispute one inspection, Driver/Vehicle Examination Report #UT18PD000327, claiming that the inspection was incorrectly issued under KFTC's USDOT number. After confirming with the shipper that the load was assigned to a different Portland, OR based motor carrier, and after Owner Corneliu Visan signed a statement indicating this unit and driver were not subject to the control of KFTC, this inspection was not included in the calculation of the OOS rate. Additionally, while a post-crash inspection following Driver [REDACTED] accident on 06/16/2018 found multiple OOS defects, all were attributed to the accident itself. As such, the motor carrier had an effective OOS rate of 0% and Factor 4 was unaffected.

DOCUMENTS PROVIDED TO CARRIER:
 At the time of closing on 07/18/2018, Corneliu Visan was provided a copy of the investigation report, a safety fitness rating explanation, recommendations, a table of violations, an optional checklist for an upgrade request based on corrective action, and copies of FMCSA's CSA Safety Management Cycle for Hours-of-Service and Driver Fitness BASICS. Mr. Visan was also provided with copies of his signed voluntary statements.

FOLLOW-ON ACTION:
 Enforcement action will be initiated against KFTC for violations of 49 CFR Part 391.51(b)(2), 391.51(b)(7), 395.8(a)(1)(i), and 395.8(e)(1). The motor carrier signed voluntary statements attesting that violations in these parts were true and accurate. See case number OR-2018-4110-US1664 for additional details.

Upload Authorized:	Yes	No	
Authorized by:			Date:
Uploaded:	Yes	No	Failure Code:
Verified by:			Date:



EXHIBIT 8



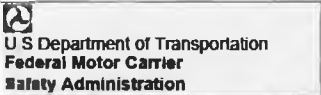
Motor Carrier Factors

MCS-150 Krujex

Boise, Idaho

HWY18FH015

(2 pages)



MOTOR CARRIER IDENTIFICATION REPORT (Application for U.S. DOT NUMBER)

REASON FOR FILING (Check Only One)
 NEW APPLICATION BIENNIAL UPDATE OR CHANGES OUT OF BUSINESS NOTIFICATION REAPPLICATION (AFTER REVOCATION OF NEW ENTRANT)

1 NAME OF MOTOR CARRIER KRUJEX FREIGHT TRANSPORT CORP		2 TRADE OR D B A (DOING BUSINESS AS) NAME				
3 PRINCIPAL ADDRESS [REDACTED]		4 CITY VANCOUVER	5 STATE/PROVINCE WASHINGTON	6 ZIP CODE + 4 98684	7 COLONIA (MEXICO ONLY)	
8 MAILING ADDRESS [REDACTED]		9 CITY VANCOUVER	10 STATE/PROVINCE WASHINGTON	11 ZIP CODE+4 98684	12 COLONIA (MEXICO ONLY)	
13 PRINCIPAL BUSINESS PHONE NUMBER [REDACTED]		14 PRINCIPAL CONTACT CELL PHONE NUMBER		15 PRINCIPAL BUSINESS FAX NUMBER [REDACTED]		
16 USDOT NO 2314662	17 MC OR MX NO MC790202	18 DUN & BRADSTREET NO	19 IRS/TAX ID NO EIN# [REDACTED] SSN#			
20 INTERNET E-MAIL ADDRESS [REDACTED]		21 CARRIER MILEAGE (to nearest 10,000 miles for Last Calendar Year)		YEAR 2016		

22 COMPANY OPERATION (Mark all that apply)
 Interstate Carrier Intrastate Hazmat Carrier Intrastate Non-Hazmat Carrier Interstate Hazmat Shipper Intrastate Hazmat Shipper Vehicle Registrant Only

23 OPERATION CLASSIFICATION (Circle All that Apply):
 Authorized For-Hire Private Passengers (Business) U S Mail Local Government
 Exempt For-Hire Private Passengers (Non-Business) Federal Government Indian Tribe
 Private Property Migrant State Government Other

24 CARGO CLASSIFICATIONS (Circle All that Apply)
 GENERAL FREIGHT LOGS, POLES, BEAMS, LUMBER FRESH PRODUCE GRAIN, FEED HAY COMMODITIES DRY BULK CONSTRUCTION
 HOUSEHOLD GOODS BUILDING MATERIALS LIQUIDS/GASES COAL/COKE REFRIGERATED FOOD WATER WELL
 METAL SHEETS, COILS, ROLLS MOBILE HOMES INTERMODAL CONT MEAT BEVERAGES OTHER
 MOTOR VEHICLES MACHINERY, LARGE OBJECTS PASSENGERS GARBAGE, REFUSE, TRASH PAPER PRODUCTS
 DRIVE AWAY/TOWAWAY LIVESTOCK U.S. MAIL UTILITY
 FARM SUPPLIES

25 HAZARDOUS MATERIALS CARRIED OR SHIPPED (Circle All that Apply)				C CARRIED S-SHIPPED B(BULK) - IN CARGO TANKS NB(NON-BULK) - IN PACKAGE							
C S	A. DIV 1 1	B NB	C S	K. DIV 2 2A (Ammonia)	B NB	C S	U. DIV 4.2	B NB	C S	EE. HRCQ	B NB
C S	B. DIV 1 2	B NB	C S	L. DIV 2 3A	B NB	C S	V. DIV 4 3	B NB	C S	FF. CLASS 8	B NB
C S	C. DIV 1 3	B NB	C S	M. DIV 2 3B	B NB	C S	W. DIV 5 1	B NB	C S	GG. CLASS 8A	B NB
C S	D. DIV 1 4	B NB	C S	N. DIV 2 3C	B NB	C S	X. DIV 5 2	B NB	C S	HH. CLASS 8B	B NB
C S	E. DIV 1 5	B NB	C S	O. DIV 2 3D	B NB	C S	Y. DIV 6 2	B NB	C S	II. CLASS 9	B NB
C S	F. DIV 1 6	B NB	C S	P. Class 3	B NB	C S	Z. DIV 6 1A	B NB	C S	JJ. ELEVATED TEMP MAT	B NB
C S	G. DIV 2 1	B NB	C S	Q. Class 3A	B NB	C S	AA. DIV 6 1B	B NB	C S	KK. INFECTIOUS WASTE	B NB
C S	H. DIV 2 1 LPG	B NB	C S	R. Class 3B	B NB	C S	BB. DIV 6 1 Poison	B NB	C S	LL. MARINE POLLUTANTS	B NB
C S	I. DIV 2 1 (Methane)	B NB	C S	S. COM LIQ	B NB	C S	CC. DIV 6 1 SOLID	B NB	C S	MM. HAZARDOUS SUB(RQ)	B NB
C S	J. DIV 2 2	B NB	C S	T. DIV 4 1	B NB	C S	DD. CLASS 7	B NB	C S	NN. HAZARDOUS WASTE	B NB
									C S	OO. ORM	B NB

26 NUMBER OF VEHICLES THAT CAN BE OPERATED IN THE U.S.												
	Straight Trucks	Truck Tractors	Trailers	Hazmat Cargo Tank Trucks	Hazmat Cargo Tank Trailers	Motor Coach	School Bus		Mini-bus	Van	Limousine	
							1-8	9-15	16+	16+	1-8	9-15	1-8	9-15	16+
OWNED		2	2	2								
TERM LEASED												
TRIP LEASED												

27 DRIVER INFORMATION
Within 100-Mile Radius: INTERSTATE 0 INTRASTATE 0 TOTAL DRIVERS 0
Beyond 100-Mile Radius: INTERSTATE 1 INTRASTATE 0 TOTAL DRIVERS 1

28 IS YOUR U.S. DOT NUMBER REGISTRATION CURRENTLY REVOKED BY THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION? Yes No

29 PLEASE ENTER NAME(S) OF SOLE PROPRIETOR(S), OFFICERS OR PARTNERS AND TITLES (e.g. PRESIDENT, TREASURER, GENERAL PARTNER, LIMITED PARTNER)
1. [REDACTED] (Please print Name) 2. [REDACTED] (Please print Name)

30. CERTIFICATION STATEMENT (to be completed by an authorized official)
I, [REDACTED] (Please print Name) certify that I am familiar with the Federal Motor Carrier Safety Regulations and/or Federal Hazardous Materials Regulations. Under penalties of perjury, I declare that the information entered on this report is to the best of my knowledge and belief true, correct, and complete.
Signature: [REDACTED] Date: 04/20/2017 Title: AGENT (Please print)

**U.S. Department of Transportation
Federal Motor Carrier
Safety Administration**

MOTOR CARRIER IDENTIFICATION REPORT

(Application for U.S. DOT NUMBER)

REASON FOR FILING (Check Only One)
 NEW APPLICATION BIENNIAL UPDATE OR CHANGES OUT OF BUSINESS NOTIFICATION REAPPLICATION (AFTER REVOCATION OF NEW ENTRANT)

1. NAME OF MOTOR CARRIER KRUJEX FREIGHT TRANSPORT CORP			2. TRADE OR D.B.A. (DOING BUSINESS AS) NAME			
3. PRINCIPAL ADDRESS 5681 SOUTHEAST 29TH TERRACE		4. CITY GRESHAM	5. STATE/PROVINCE OREGON	6. ZIP CODE + 4 97080	7. COLONIA (MEXICO ONLY) 97080	
8. MAILING ADDRESS 13215-C8 SE MILL PLAIN BLVD #112		9. CITY VANCOUVER	10. STATE/PROVINCE WASHINGTON	11. ZIP CODE+4 98684	12. COLONIA (MEXICO ONLY)	
13. PRINCIPAL BUSINESS PHONE NUMBER (360) 524-3887		14. PRINCIPAL CONTACT CELL PHONE NUMBER		15. PRINCIPAL BUSINESS FAX NUMBER (360) 524-3981		
16. USDOT NO 2314662	17. MC OR MX NO MC790202	18. DUN & BRADSTREET NO.	19. IRS/TAX ID NO. EIN# 455455706			
20. INTERNET E-MAIL ADDRESS daniel.visan@kftcwa.com			21. CARRIER MILEAGE (to nearest 10,000 miles for Last Calendar Year) YEAR 107741 2016			

22. COMPANY OPERATION (Mark all that apply)
 Interstate Carrier Intrastate Hazmat Carrier Intrastate Non-Hazmat Carrier Interstate Hazmat Shipper Intrastate Hazmat Shipper Vehicle Registrant Only

23. OPERATION CLASSIFICATION (Circle All that Apply)
 Authorized For-Hire Private Passengers (Business) U. S. Mail Local Government
 Exempt For-Hire Private Passengers (Non-Business) Federal Government Indian Tribe
 Private Property Migrant State Government Other

24. CARGO CLASSIFICATIONS (Circle All that Apply)

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

25. HAZARDOUS MATERIALS CARRIED OR SHIPPED (Circle All that Apply) C-CARRIED S-SHIPPED B(BULK) - IN CARGO TANKS NB(NON-BULK) - IN PACKAGE

C S A. DIV 1.1	B NB	C S K. DIV 2 2A (Ammonia)	B NB	C S U. DIV 4.2	B NB	C S EE. HRCQ	B NB
C S B. DIV 1.2	B NB	C S L. DIV 2 3A	B NB	C S V. DIV 4.3	B NB	C S FF. CLASS 8	B NB
C S C. DIV 1.3	B NB	C S M. DIV 2 3B	B NB	C S W. DIV 5.1	B NB	C S GG. CLASS 8A	B NB
C S D. DIV 1.4	B NB	C S N. DIV 2.3C	B NB	C S X. DIV 5.2	B NB	C S HH. CLASS 8B	B NB
C S E. DIV 1.5	B NB	C S O. DIV 2.3D	B NB	C S Y. DIV 6.2	B NB	C S II. CLASS 9	B NB
C S F. DIV 1.6	B NB	C S P. Class 3	B NB	C S Z. DIV 6.1A	B NB	C S JJ. ELEVATED TEMP MAT	B NB
C S G. DIV 2.1	B NB	C S Q. Class 3A	B NB	C S AA. DIV 6.1B	B NB	C S KK. INFECTIOUS WASTE	B NB
C S H. DIV 2.1 LPG	B NB	C S R. Class 3B	B NB	C S BB. DIV 6.1 Poison	B NB	C S LL. MARINE POLLUTANTS	B NB
C S I. DIV 2.1 (Methane)	B NB	C S S. COM LIQ	B NB	C S CC. DIV 6.1 SOLID	B NB	C S MM. HAZARDOUS SUB(RQ)	B NB
C S J. DIV 2.2	B NB	C S T. DIV 4.1	B NB	C S DD. CLASS 7	B NB	C S NN. HAZARDOUS WASTE	B NB
				C S		C S OO. ORM	B NB

26. NUMBER OF VEHICLES THAT CAN BE OPERATED IN THE U.S.

	Straight Trucks	Truck Tractors	Trailers	Hazmat Cargo Tank Trucks	Hazmat Cargo Tank Trailers	Motor Coach	School Bus		Mini-bus		Van		Limousine			
							Number of vehicles carrying number of passengers (including the driver) below									
							1-8	9-15	16+	16+	1-8	9-15	1-8	9-15	16+	
OWNED	0	0	0													
TERM LEASED		2	2													
TRIP LEASED																

27. DRIVER INFORMATION

Within 100-Mile Radius	INTERSTATE	INTRASTATE	TOTAL DRIVERS	TOTAL CDL DRIVERS
Beyond 100-Mile Radius	0	0	2	2

28. IS YOUR U.S. DOT NUMBER REGISTRATION CURRENTLY REVOKED BY THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION? Yes ___ No X
 If Yes, enter your U.S. DOT Number. _____

29. PLEASE ENTER NAME(S) OF SOLE PROPRIETOR(S), OFFICERS OR PARTNERS AND TITLES (e.g. PRESIDENT, TREASURER, GENERAL PARTNER, LIMITED PARTNER)

1. CORNELIU VISAN, SOLE OWNER (Please print Name)
 2. _____ (Please print Name)

30. CERTIFICATION STATEMENT (to be completed by an authorized official)

I, CORNELIU VISAN (Please print Name), certify that I am familiar with the Federal Motor Carrier Safety Regulations and/or Federal Hazardous Materials Regulations. Under penalties of perjury, I declare that the information entered on this report is, to the best of my knowledge and belief, true, correct, and complete.

Signature CORNELIU VISAN Date 07/13/2018 Title PRESIDENT
 MANLAPIT 000645 (Please Print)

MOTOR CARRIER IDENTIFICATION REPORT
(Application for U.S. DOT NUMBER)

U.S. Department of Transportation
 Federal Motor Carrier
 Safety Administration

REASON FOR FILING (Check Only One)
 NEW APPLICATION BIENNIAL UPDATE OR CHANGES OUT OF BUSINESS NOTIFICATION REAPPLICATION (AFTER REVOCATION OF NEW ENTRANT)

1. NAME OF MOTOR CARRIER KRUJEX FREIGHT TRANSPORT CORP			2. TRADE OR D.B.A. (DOING BUSINESS AS) NAME			
3. PRINCIPAL ADDRESS 13215-C8 SE MILL PLAIN BLVD #112		4. CITY VANCOUVER	5. STATE/PROVINCE WASHINGTON	6. ZIP CODE + 4 98684	7. COLONIA (MEXICO ONLY)	
8. MAILING ADDRESS 13215-C8 SE MILL PLAIN BLVD #112		9. CITY VANCOUVER	10. STATE/PROVINCE WASHINGTON	11. ZIP CODE+4 98684	12. COLONIA (MEXICO ONLY)	
13. PRINCIPAL BUSINESS PHONE NUMBER (360) 524-3887		14. PRINCIPAL CONTACT CELL PHONE NUMBER		15. PRINCIPAL BUSINESS FAX NUMBER (360) 524-3981		
16. USDOT NO 2314662	17. MC OR MX NO. MC790202	18. DUN & BRADSTREET NO.	19. IRS/TAX ID NO. EIN# 455455706			
20. INTERNET E-MAIL ADDRESS daniel.visan@kftcwa.com			21. CARRIER MILEAGE (to nearest 10,000 miles for Last Calendar Year) 107741		YEAR 2016	

22. COMPANY OPERATION (Mark all that apply)
 Interstate Carrier Intrastate Hazmat Carrier Intrastate Non-Hazmat Carrier Interstate Hazmat Shipper Intrastate Hazmat Shipper Vehicle Registrant Only

23. OPERATION CLASSIFICATION (Circle All that Apply)
 Authorized For-Hire Private Passengers (Business) U. S. Mail Local Government
 Exempt For-Hire Private Passengers (Non-Business) Federal Government Indian Tribe
 Private Property Migrant State Government Other

24. CARGO CLASSIFICATIONS (Circle All that Apply)
 GENERAL FREIGHT LOGS, POLES, BEAMS, LUMBER FRESH PRODUCE GRAIN, FEED, HAY COMMODITIES DRY BULK CONSTRUCTION
 HOUSEHOLD GOODS BUILDING MATERIALS LIQUIDS/GASES COAL/COKE REFRIGERATED FOOD WATER WELL
 METAL SHEETS, COILS, ROLLS MOBILE HOMES INTERMODAL CONT. MEAT BEVERAGES OTHER
 MOTOR VEHICLES MACHINERY, LARGE OBJECTS PASSENGERS GARBAGE, REFUSE, TRASH PAPER PRODUCTS
 DRIVE AWAY/TOWAWAY LIVESTOCK U.S. MAIL UTILITY FARM SUPPLIES

25. HAZARDOUS MATERIALS CARRIED OR SHIPPED (Circle All that Apply) C-CARRIED S-SHIPPED B(BULK) - IN CARGO TANKS NB(NON-BULK) - IN PACKAGE

C S A. DIV 1.1	B NB	C S K. DIV 2 2A (Ammonia)	B NB	C S U. DIV 4.2	B NB	C S EE. HRCQ	B NB
C S B. DIV 1.2	B NB	C S L. DIV 2 3A	B NB	C S V. DIV 4.3	B NB	C S FF. CLASS 8	B NB
C S C. DIV 1.3	B NB	C S M. DIV 2 3B	B NB	C S W. DIV 5.1	B NB	C S GG. CLASS 8A	B NB
C S D. DIV 1.4	B NB	C S N. DIV 2.3C	B NB	C S X. DIV 5.2	B NB	C S HH. CLASS 8B	B NB
C S E. DIV 1.5	B NB	C S O. DIV 2.3D	B NB	C S Y. DIV 6.2	B NB	C S II. CLASS 9	B NB
C S F. DIV 1.6	B NB	C S P. Class 3	B NB	C S Z. DIV 6.1A	B NB	C S JJ. ELEVATED TEMP MAT	B NB
C S G. DIV 2.1	B NB	C S Q. Class 3A	B NB	C S AA. DIV 6.1B	B NB	C S KK. INFECTIOUS WASTE	B NB
C S H. DIV 2.1 LPG	B NB	C S R. Class 3B	B NB	C S BB. DIV 6.1 Poison	B NB	C S LL. MARINE POLLUTANTS	B NB
C S I. DIV 2.1 (Methane)	B NB	C S S. COM LIQ	B NB	C S CC. DIV 6.1 SOLID	B NB	C S MM. HAZARDOUS SUB(RQ)	B NB
C S J. DIV 2.2	B NB	C S T. DIV 4.1	B NB	C S DD. CLASS 7	B NB	C S NN. HAZARDOUS WASTE	B NB
				C S	OO. ORM	C S	B NB

26. NUMBER OF VEHICLES THAT CAN BE OPERATED IN THE U.S.

	Straight Trucks	Truck Tractors	Trailers	Hazmat Cargo Tank Trucks	Hazmat Cargo Tank Trailers	Motor Coach	School Bus		Mini-bus		Van		Limousine			
							Number of vehicles carrying number of passengers (including the driver) below									
							1-8	9-15	16+	16+	1-8	9-15	1-8	9-15	16+	
OWNED	2	2	2													
TERM LEASED																
TRIP LEASED																

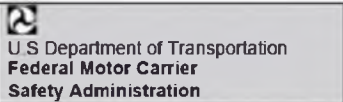
27. DRIVER INFORMATION

Within 100-Mile Radius	INTERSTATE		INTRASTATE		TOTAL DRIVERS			TOTAL CDL DRIVERS		
	C	D	C	D						
Beyond 100-Mile Radius	1	0		0						

28. IS YOUR U.S. DOT NUMBER REGISTRATION CURRENTLY REVOKED BY THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION? Yes ___ No X
 If Yes, enter your U.S. DOT Number. _____

29. PLEASE ENTER NAME(S) OF SOLE PROPRIETOR(S), OFFICERS OR PARTNERS AND TITLES (e.g. PRESIDENT, TREASURER, GENERAL PARTNER, LIMITED PARTNER)
 1. CORNELIU VISAN, SOLE OWNER (Please print Name)
 2. _____ (Please print Name)

30. CERTIFICATION STATEMENT (to be completed by an authorized official)
 I, ALEX BALOGH (Please print Name), certify that I am familiar with the Federal Motor Carrier Safety Regulations and/or Federal Hazardous Materials Regulations. Under penalties of perjury, I declare that the information entered on this report is, to the best of my knowledge and belief, true, correct, and complete.
 Signature ALEX BALOGH Date 04/20/2017 Title AGENT
 MANLAPIT 000646 (Please print)



MOTOR CARRIER IDENTIFICATION REPORT

(Application for U.S. DOT NUMBER)

REASON FOR FILING (Check Only One)
 NEW APPLICATION BIENNIAL UPDATE OR CHANGES OUT OF BUSINESS NOTIFICATION REAPPLICATION (AFTER REVOCATION OF NEW ENTRANT)

1. NAME OF MOTOR CARRIER KRUJEX FREIGHT TRANSPORT CORP				2. TRADE OR D.B.A. (DOING BUSINESS AS) NAME			
3. PRINCIPAL ADDRESS 13215-C8 SE MILL PLAIN BLVD #112		4. CITY VANCOUVER		5. STATE/PROVINCE WASHINGTON		6. ZIP CODE + 4 98684	7. COLONIA (MEXICO ONLY)
8. MAILING ADDRESS 13215-C8 SE MILL PLAIN BLVD #112		9. CITY VANCOUVER		10. STATE/PROVINCE WASHINGTON		11. ZIP CODE+4 98684	12. COLONIA (MEXICO ONLY)
13. PRINCIPAL BUSINESS PHONE NUMBER (360) 524-3887			14. PRINCIPAL CONTACT CELL PHONE NUMBER			15. PRINCIPAL BUSINESS FAX NUMBER (360) 524-3981	
16. USDOT NO 2314662	17. MC OR MX NO. MC790202	18. DUN & BRADSTREET NO.		19. IRS/TAX ID NO. EIN# 455455706			
20. INTERNET E-MAIL ADDRESS DANIEL.VISAN@KFTCWA.COM				21. CARRIER MILEAGE (to nearest 10,000 miles for Last Calendar Year) YEAR 1000000 1000			

22. COMPANY OPERATION (Mark all that apply)
 Interstate Carrier Intrastate Hazmat Carrier Intrastate Non-Hazmat Carrier Interstate Hazmat Shipper Intrastate Hazmat Shipper Vehicle Registrant Only

23. OPERATION CLASSIFICATION (Circle All that Apply)
 Authorized For-Hire Private Passengers (Business) U. S. Mail Local Government
 Exempt For-Hire Private Passengers (Non-Business) Federal Government Indian Tribe
 Private Property Migrant State Government Other

24. CARGO CLASSIFICATIONS (Circle All that Apply)

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

25. HAZARDOUS MATERIALS CARRIED OR SHIPPED (Circle All that Apply) C-CARRIED S-SHIPPED B(BULK) - IN CARGO TANKS NB(NON-BULK) - IN PACKAGE

C S A. DIV 1.1	B NB	C S K. DIV 2 2A (Ammonia)	B NB	C S U. DIV 4.2	B NB	C S EE. HRCQ	B NB
C S B. DIV 1.2	B NB	C S L. DIV 2 3A	B NB	C S V. DIV 4.3	B NB	C S FF. CLASS 8	B NB
C S C. DIV 1.3	B NB	C S M. DIV 2 3B	B NB	C S W. DIV 5.1	B NB	C S GG. CLASS 8A	B NB
C S D. DIV 1.4	B NB	C S N. DIV 2.3C	B NB	C S X. DIV 5.2	B NB	C S HH. CLASS 8B	B NB
C S E. DIV 1.5	B NB	C S O. DIV 2.3D	B NB	C S Y. DIV 6.2	B NB	C S II. CLASS 9	B NB
C S F. DIV 1.6	B NB	C S P. Class 3	B NB	C S Z. DIV 6.1A	B NB	C S JJ. ELEVATED TEMP MAT	B NB
C S G. DIV 2.1	B NB	C S Q. Class 3A	B NB	C S AA. DIV 6.1B	B NB	C S KK. INFECTIOUS WASTE	B NB
C S H. DIV 2.1 LPG	B NB	C S R. Class 3B	B NB	C S BB. DIV 6.1 Poison	B NB	C S LL. MARINE POLLUTANTS	B NB
C S I. DIV 2.1 (Methane)	B NB	C S S. COM LIQ	B NB	C S CC. DIV 6.1 SOLID	B NB	C S MM. HAZARDOUS SUB(RQ)	B NB
C S J. DIV 2.2	B NB	C S T. DIV 4.1	B NB	C S DD. CLASS 7	B NB	C S NN. HAZARDOUS WASTE	B NB
				C S		C S OO. ORM	B NB

26. NUMBER OF VEHICLES THAT CAN BE OPERATED IN THE U.S.

	Straight Trucks	Truck Tractors	Trailers	Hazmat Cargo Tank Trucks	Hazmat Cargo Tank Trailers	Motor Coach	School Bus		Mini-bus		Van		Limousine			
							Number of vehicles carrying number of passengers (including the driver) below									
							1-8	9-15	16+	16+	1-8	9-15	1-8	9-15	16+	
OWNED	2	2	2													
TERM LEASED																
TRIP LEASED																

27. DRIVER INFORMATION

Within 100-Mile Radius	INTERSTATE		INTRASTATE		TOTAL DRIVERS				TOTAL CDL DRIVERS					
	C	S	C	S	1-8	9-15	16+	16+	1-8	9-15	1-8	9-15	16+	
Beyond 100-Mile Radius	1		0											

28. IS YOUR U.S. DOT NUMBER REGISTRATION CURRENTLY REVOKED BY THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION? Yes ___ No X
 If Yes, enter your U.S. DOT Number. _____

29. PLEASE ENTER NAME(S) OF SOLE PROPRIETOR(S), OFFICERS OR PARTNERS AND TITLES (e.g. PRESIDENT, TREASURER, GENERAL PARTNER, LIMITED PARTNER)

1. DANIEL VISAN, PRESIDENT 2. CORNELIU VISAN, GEN MGR
 (Please print Name) (Please print Name)

30. CERTIFICATION STATEMENT (to be completed by an authorized official)

I, CORNEL VISAN (Please print Name), certify that I am familiar with the Federal Motor Carrier Safety Regulations and/or Federal Hazardous Materials Regulations. Under penalties of perjury, I declare that the information entered on this report is, to the best of my knowledge and belief, true, correct, and complete.

Signature CORNEL VISAN Date 03/16/2015 Title GEN MGR MANLAPIT 000647
 (Please print Name)

MOTOR CARRIER IDENTIFICATION REPORT
(Application for U.S. DOT NUMBER)

U.S. Department of Transportation
Federal Motor Carrier
Safety Administration

REASON FOR FILING (Check Only One)
 NEW APPLICATION BIENNIAL UPDATE OR CHANGES OUT OF BUSINESS NOTIFICATION REAPPLICATION (AFTER REVOCATION OF NEW ENTRANT)

1. NAME OF MOTOR CARRIER KRUJEX FREIGHT TRANSPORT CORP			2. TRADE OR D.B.A. (DOING BUSINESS AS) NAME			
3. PRINCIPAL ADDRESS 13215-C8 SE MILL PLAIN BLVD #112		4. CITY VANCOUVER	5. STATE/PROVINCE WASHINGTON	6. ZIP CODE + 4 98684	7. COLONIA (MEXICO ONLY)	
8. MAILING ADDRESS 13215-C8 SE MILL PLAIN BLVD #112		9. CITY VANCOUVER	10. STATE/PROVINCE WASHINGTON	11. ZIP CODE+4 98684	12. COLONIA (MEXICO ONLY)	
13. PRINCIPAL BUSINESS PHONE NUMBER (360) 524-3887		14. PRINCIPAL CONTACT CELL PHONE NUMBER		15. PRINCIPAL BUSINESS FAX NUMBER (360) 524-3981		
16. USDOT NO 2314662	17. MC OR MX NO. MC790202	18. DUN & BRADSTREET NO.	19. IRS/TAX ID NO. EIN# 455455706			
20. INTERNET E-MAIL ADDRESS DANIEL.VISAN@KFTCWA.COM			21. CARRIER MILEAGE (to nearest 10,000 miles for Last Calendar Year)		YEAR	
			1000000		1000	

22. COMPANY OPERATION (Mark all that apply)
 Interstate Carrier Intrastate Hazmat Carrier Intrastate Non-Hazmat Carrier Interstate Hazmat Shipper Intrastate Hazmat Shipper Vehicle Registrant Only

23. OPERATION CLASSIFICATION (Circle All that Apply)
 Authorized For-Hire Private Passengers (Business) U. S. Mail Local Government
 Exempt For-Hire Private Passengers (Non-Business) Federal Government Indian Tribe
 Private Property Migrant State Government Other

24. CARGO CLASSIFICATIONS (Circle All that Apply)
 GENERAL FREIGHT LOGS, POLES, BEAMS, LUMBER FRESH PRODUCE GRAIN, FEED, HAY COMMODITIES DRY BULK CONSTRUCTION
 HOUSEHOLD GOODS BUILDING MATERIALS LIQUIDS/GASES COAL/COKE REFRIGERATED FOOD WATER WELL
 METAL SHEETS, COILS, ROLLS MOBILE HOMES INTERMODAL CONT. MEAT BEVERAGES OTHER
 MOTOR VEHICLES MACHINERY, LARGE OBJECTS PASSENGERS GARBAGE, REFUSE, TRASH PAPER PRODUCTS
 DRIVE AWAY/TOWAWAY LIVESTOCK U.S. MAIL UTILITY
 FARM SUPPLIES

25. HAZARDOUS MATERIALS CARRIED OR SHIPPED (Circle All that Apply) C-CARRIED S-SHIPPED B(BULK) - IN CARGO TANKS NB(NON-BULK) - IN PACKAGE

C S A. DIV 1.1	B NB	C S K. DIV 2 2A (Ammonia)	B NB	C S U. DIV 4.2	B NB	C S EE. HRCQ	B NB
C S B. DIV 1.2	B NB	C S L. DIV 2 3A	B NB	C S V. DIV 4.3	B NB	C S FF. CLASS 8	B NB
C S C. DIV 1.3	B NB	C S M. DIV 2 3B	B NB	C S W. DIV 5.1	B NB	C S GG. CLASS 8A	B NB
C S D. DIV 1.4	B NB	C S N. DIV 2.3C	B NB	C S X. DIV 5.2	B NB	C S HH. CLASS 8B	B NB
C S E. DIV 1.5	B NB	C S O. DIV 2.3D	B NB	C S Y. DIV 6.2	B NB	C S II. CLASS 9	B NB
C S F. DIV 1.6	B NB	C S P. Class 3	B NB	C S Z. DIV 6.1A	B NB	C S JJ. ELEVATED TEMP MAT	B NB
C S G. DIV 2.1	B NB	C S Q. Class 3A	B NB	C S AA. DIV 6.1B	B NB	C S KK. INFECTIOUS WASTE	B NB
C S H. DIV 2.1 LPG	B NB	C S R. Class 3B	B NB	C S BB. DIV 6.1 Poison	B NB	C S LL. MARINE POLLUTANTS	B NB
C S I. DIV 2.1 (Methane)	B NB	C S S. COM LIQ	B NB	C S CC. DIV 6.1 SOLID	B NB	C S MM. HAZARDOUS SUB(RQ)	B NB
C S J. DIV 2.2	B NB	C S T. DIV 4.1	B NB	C S DD. CLASS 7	B NB	C S NN. HAZARDOUS WASTE	B NB
				C S	OO. ORM	C S	B NB

26. NUMBER OF VEHICLES THAT CAN BE OPERATED IN THE U.S.

	Straight Trucks	Truck Tractors	Trailers	Hazmat Cargo Tank Trucks	Hazmat Cargo Tank Trailers	Motor Coach	School Bus		Mini-bus		Van		Limousine		
							Number of vehicles carrying number of passengers (including the driver) below								
							1-8	9-15	16+	16+	1-8	9-15	1-8	9-15	16+
OWNED	1	1	1												
TERM LEASED															
TRIP LEASED															

27. DRIVER INFORMATION

Within 100-Mile Radius	INTERSTATE		INTRASTATE		TOTAL DRIVERS		TOTAL CDL DRIVERS		
	C	S	C	S	C	S	1	2	3
Beyond 100-Mile Radius	1		1		1				

28. IS YOUR U.S. DOT NUMBER REGISTRATION CURRENTLY REVOKED BY THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION? Yes ___ No X
 If Yes, enter your U.S. DOT Number. _____

29. PLEASE ENTER NAME(S) OF SOLE PROPRIETOR(S), OFFICERS OR PARTNERS AND TITLES (e.g. PRESIDENT, TREASURER, GENERAL PARTNER, LIMITED PARTNER)

1. DANIEL VISAN, PRESIDENT (Please print Name) 2. _____ (Please print Name)

30. CERTIFICATION STATEMENT (to be completed by an authorized official)

I, DANIEL VISAN (Please print Name), certify that I am familiar with the Federal Motor Carrier Safety Regulations and/or Federal Hazardous Materials Regulations. Under penalties of perjury, I declare that the information entered on this report is, to the best of my knowledge and belief, true, correct, and complete.

Signature DANIEL VISAN Date 11/17/2014 Title OWNER MANLAPIT 000648

**U.S. Department of Transportation
Federal Motor Carrier
Safety Administration**

MOTOR CARRIER IDENTIFICATION REPORT

(Application for U.S. DOT NUMBER)

REASON FOR FILING (Check Only One)
 NEW APPLICATION BIENNIAL UPDATE OR CHANGES OUT OF BUSINESS NOTIFICATION REAPPLICATION (AFTER REVOCATION OF NEW ENTRANT)

1. NAME OF MOTOR CARRIER KRUJEX FREIGHT TRANSPORT CORP				2. TRADE OR D.B.A. (DOING BUSINESS AS) NAME			
3. PRINCIPAL ADDRESS 13215-C8 SE MILL PLAIN BLVD #112		4. CITY VANCOUVER		5. STATE/PROVINCE WASHINGTON		6. ZIP CODE + 4 98684	7. COLONIA (MEXICO ONLY)
8. MAILING ADDRESS 13215-C8 SE MILL PLAIN BLVD #112		9. CITY VANCOUVER		10. STATE/PROVINCE WASHINGTON		11. ZIP CODE+4 98684	12. COLONIA (MEXICO ONLY)
13. PRINCIPAL BUSINESS PHONE NUMBER (360) 524-3887			14. PRINCIPAL CONTACT CELL PHONE NUMBER			15. PRINCIPAL BUSINESS FAX NUMBER (360) 524-3981	
16. USDOT NO 2314662	17. MC OR MX NO MC790202	18. DUN & BRADSTREET NO.		19. IRS/TAX ID NO. EIN# 455455706			
20. INTERNET E-MAIL ADDRESS DANIEL.VISAN@KFTCWA.COM				21. CARRIER MILEAGE (to nearest 10,000 miles for Last Calendar Year) YEAR 1000000 1000			

22. COMPANY OPERATION (Mark all that apply)
 Interstate Carrier Intrastate Hazmat Carrier Intrastate Non-Hazmat Carrier Interstate Hazmat Shipper Intrastate Hazmat Shipper Vehicle Registrant Only

23. OPERATION CLASSIFICATION (Circle All that Apply)
 Authorized For-Hire Private Passengers (Business) U. S. Mail Local Government
 Exempt For-Hire Private Passengers (Non-Business) Federal Government Indian Tribe
 Private Property Migrant State Government Other

24. CARGO CLASSIFICATIONS (Circle All that Apply)

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

25. HAZARDOUS MATERIALS CARRIED OR SHIPPED (Circle All that Apply) C-CARRIED S-SHIPPED B(BULK) - IN CARGO TANKS NB(NON-BULK) - IN PACKAGE

C S A. DIV 1.1	B NB	C S K. DIV 2 2A (Ammonia)	B NB	C S U. DIV 4.2	B NB	C S EE. HRCQ	B NB
C S B. DIV 1.2	B NB	C S L. DIV 2 3A	B NB	C S V. DIV 4.3	B NB	C S FF. CLASS 8	B NB
C S C. DIV 1.3	B NB	C S M. DIV 2 3B	B NB	C S W. DIV 5.1	B NB	C S GG. CLASS 8A	B NB
C S D. DIV 1.4	B NB	C S N. DIV 2.3C	B NB	C S X. DIV 5.2	B NB	C S HH. CLASS 8B	B NB
C S E. DIV 1.5	B NB	C S O. DIV 2.3D	B NB	C S Y. DIV 6.2	B NB	C S II. CLASS 9	B NB
C S F. DIV 1.6	B NB	C S P. Class 3	B NB	C S Z. DIV 6.1A	B NB	C S JJ. ELEVATED TEMP MAT	B NB
C S G. DIV 2.1	B NB	C S Q. Class 3A	B NB	C S AA. DIV 6.1B	B NB	C S KK. INFECTIOUS WASTE	B NB
C S H. DIV 2.1 LPG	B NB	C S R. Class 3B	B NB	C S BB. DIV 6.1 Poison	B NB	C S LL. MARINE POLLUTANTS	B NB
C S I. DIV 2.1 (Methane)	B NB	C S S. COM LIQ	B NB	C S CC. DIV 6.1 SOLID	B NB	C S MM. HAZARDOUS SUB(RQ)	B NB
C S J. DIV 2.2	B NB	C S T. DIV 4.1	B NB	C S DD. CLASS 7	B NB	C S NN. HAZARDOUS WASTE	B NB
				C S		C S OO. ORM	B NB

26. NUMBER OF VEHICLES THAT CAN BE OPERATED IN THE U.S.

	Straight Trucks	Truck Tractors	Trailers	Hazmat Cargo Tank Trucks	Hazmat Cargo Tank Trailers	Motor Coach	School Bus		Mini-bus		Van		Limousine			
							Number of vehicles carrying number of passengers (including the driver) below									
							1-8	9-15	16+	16+	1-8	9-15	1-8	9-15	16+	
OWNED		1	1	1												
TERM LEASED																
TRIP LEASED																

27. DRIVER INFORMATION

Within 100-Mile Radius	INTERSTATE	INTRASTATE	TOTAL DRIVERS	TOTAL CDL DRIVERS
Beyond 100-Mile Radius				

28. IS YOUR U.S. DOT NUMBER REGISTRATION CURRENTLY REVOKED BY THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION? Yes ___ No X
 If Yes, enter your U.S. DOT Number. _____

29. PLEASE ENTER NAME(S) OF SOLE PROPRIETOR(S), OFFICERS OR PARTNERS AND TITLES (e.g. PRESIDENT, TREASURER, GENERAL PARTNER, LIMITED PARTNER)

1. DANIEL VISAN, PRESIDENT 2. _____
 (Please print Name) (Please print Name)

30. CERTIFICATION STATEMENT (to be completed by an authorized official)

I, DANIEL VISAN (Please print Name), certify that I am familiar with the Federal Motor Carrier Safety Regulations and/or Federal Hazardous Materials Regulations. Under penalties of perjury, I declare that the information entered on this report is, to the best of my knowledge and belief, true, correct, and complete.

Signature DANIEL VISAN Date 05/14/2014 Title PRESIDENT

**U.S. Department of Transportation
Federal Motor Carrier
Safety Administration**

MOTOR CARRIER IDENTIFICATION REPORT

(Application for U.S. DOT NUMBER)

REASON FOR FILING (Check Only One)
 NEW APPLICATION BIENNIAL UPDATE OR CHANGES OUT OF BUSINESS NOTIFICATION REAPPLICATION (AFTER REVOCATION OF NEW ENTRANT)

1. NAME OF MOTOR CARRIER KRUJEX FREIGHT TRANSPORT CORP		2. TRADE OR D.B.A. (DOING BUSINESS AS) NAME				
3. PRINCIPAL ADDRESS 13215-C8 SE MILL PLAIN BLVD #112		4. CITY VANCOUVER	5. STATE/PROVINCE WASHINGTON	6. ZIP CODE + 4 98684	7. COLONIA (MEXICO ONLY)	
8. MAILING ADDRESS 13215-C8 SE MILL PLAIN #112		9. CITY VANCOUVER	10. STATE/PROVINCE WASHINGTON	11. ZIP CODE+4 98684	12. COLONIA (MEXICO ONLY)	
13. PRINCIPAL BUSINESS PHONE NUMBER (360) 524-3887		14. PRINCIPAL CONTACT CELL PHONE NUMBER			15. PRINCIPAL BUSINESS FAX NUMBER (360) 524-3981	
16. USDOT NO. 2314662	17. MC OR MX NO. MC790202	18. DUN & BRADSTREET NO.	19. IRS/TAX ID NO. EIN# 455455706			

20. INTERNET E-MAIL ADDRESS daniel.visan@kftcwa.com		21. CARRIER MILEAGE (to nearest 10,000 miles for Last Calendar Year) YEAR 1000000 1000	
---	--	--	--

22. COMPANY OPERATION (Mark all that apply)
 A Interstate Carrier B Intrastate Hazmat Carrier C Intrastate Non-Hazmat Carrier D Interstate Hazmat Shipper E Intrastate Hazmat Shipper F Vehicle Registrant Only

23. OPERATION CLASSIFICATION (Circle All that Apply)
 A Authorized For-Hire D Private Passengers (Business) G U. S. Mail J Local Government
 B Exempt For-Hire E Private Passengers (Non-Business) H Federal Government K Indian Tribe
 C Private Property F Migrant I State Government L Other

24. CARGO CLASSIFICATIONS (Circle All that Apply)

<input checked="" type="checkbox"/> A GENERAL FREIGHT	<input type="checkbox"/> F LOGS, POLES, BEAMS, LUMBER	<input checked="" type="checkbox"/> J FRESH PRODUCE	<input type="checkbox"/> P GRAIN, FEED, HAY	<input type="checkbox"/> V COMMODITIES DRY BULK	<input type="checkbox"/> BB CONSTRUCTION
<input type="checkbox"/> B HOUSEHOLD GOODS	<input type="checkbox"/> G BUILDING MATERIALS	<input type="checkbox"/> K LIQUIDS/GASES	<input type="checkbox"/> Q COAL/COKE	<input checked="" type="checkbox"/> W REFRIGERATED FOOD	<input type="checkbox"/> CC WATER WELL
<input type="checkbox"/> C METAL; SHEETS, COILS; ROLLS	<input type="checkbox"/> H MOBILE HOMES	<input checked="" type="checkbox"/> L INTERMODAL CONT.	<input type="checkbox"/> R MEAT	<input checked="" type="checkbox"/> X BEVERAGES	<input type="checkbox"/> DD OTHER
<input type="checkbox"/> D MOTOR VEHICLES	<input type="checkbox"/> I MACHINERY, LARGE OBJECTS	<input type="checkbox"/> M PASSENGERS	<input type="checkbox"/> S GARBAGE, REFUSE, TRASH	<input checked="" type="checkbox"/> Y PAPER PRODUCTS	
<input type="checkbox"/> E DRIVE AWAY/TOWAWAY		<input type="checkbox"/> N OIL FELD EQUIPMENT	<input type="checkbox"/> T U.S. MAIL	<input type="checkbox"/> Z UTILITY	
		<input type="checkbox"/> O LIVESTOCK	<input type="checkbox"/> U. CHEMICALS	<input type="checkbox"/> AA FARM SUPPLIES	

25. HAZARDOUS MATERIALS CARRIED OR SHIPPED (Circle All that Apply) C-CARRIED S-SHIPPED B(BULK) - IN CARGO TANKS NB(NON-BULK) - IN PACKAGE

C S A. DIV 1.1	B NB	C S K. DIV 2 2A (Ammonia)	B NB	C S U. DIV 4.2	B NB	C S EE. HRCQ	B NB
C S B. DIV 1.2	B NB	C S L. DIV 2 3A	B NB	C S V. DIV 4.3	B NB	C S FF. CLASS 8	B NB
C S C. DIV 1.3	B NB	C S M. DIV 2 3B	B NB	C S W. DIV 5.1	B NB	C S GG. CLASS 8A	B NB
C S D. DIV 1.4	B NB	C S N. DIV 2.3C	B NB	C S X. DIV 5.2	B NB	C S HH. CLASS 8B	B NB
C S E. DIV 1.5	B NB	C S O. DIV 2.3D	B NB	C S Y. DIV 6.2	B NB	C S II. CLASS 9	B NB
C S F. DIV 1.6	B NB	C S P. Class 3	B NB	C S Z. DIV 6 1A	B NB	C S JJ. ELEVATED TEMP MAT	B NB
C S G. DIV 2.1	B NB	C S Q. Class 3A	B NB	C S AA. DIV 6.1B	B NB	C S KK. INFECTIOUS WASTE	B NB
C S H. DIV 2.1 LPG	B NB	C S R. Class 3B	B NB	C S BB. DIV 6.1 Poison	B NB	C S LL. MARINE POLLUTANTS	B NB
C S I. DIV 2.1 (Methane)	B NB	C S S. COM LIQ	B NB	C S CC. DIV 6.1 SOLID	B NB	C S MM. HAZARDOUS SUB(RQ)	B NB
C S J. DIV 2.2	B NB	C S T. DIV 4 1	B NB	C S DD. CLASS 7	B NB	C S NN. HAZARDOUS WASTE	B NB
				C S		C S OO. ORM	B NB

26. NUMBER OF VEHICLES THAT CAN BE OPERATED IN THE U.S.

	Straight Trucks	Truck Tractors	Trailers	Hazmat Cargo Tank Trucks	Hazmat Cargo Tank Trailers	Motor Coach	School Bus		Mini-bus		Van		Limousine			
							Number of vehicles carrying number of passengers (including the driver) below									
							1-8	9-15	16+	16+	1-8	9-15	1-8	9-15	1-8	9-15	16+
OWNED			5	11												
TERM LEASED																
TRIP LEASED																

27. DRIVER INFORMATION

Within 100-Mile Radius	INTERSTATE	INTRASTATE	TOTAL DRIVERS	TOTAL CDL DRIVERS
Beyond 100-Mile Radius				

28. IS YOUR U.S. DOT NUMBER REGISTRATION CURRENTLY REVOKED BY THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION? Yes ___ No X
 If Yes, enter your U.S. DOT Number. _____

29. PLEASE ENTER NAME(S) OF SOLE PROPRIETOR(S), OFFICERS OR PARTNERS AND TITLES (e.g. PRESIDENT, TREASURER, GENERAL PARTNER, LIMITED PARTNER)

1. DANIEL VISAN, PRESIDENT 2. _____
 (Please print Name) (Please print Name)

30. CERTIFICATION STATEMENT (to be completed by an authorized official)

I, DANIEL VISAN (Please print Name), certify that I am familiar with the Federal Motor Carrier Safety Regulations and/or Federal Hazardous Materials Regulations. Under penalties of perjury, I declare that the information entered on this report is, to the best of my knowledge and belief, true, correct, and complete.

Signature DANIEL VISAN Date 02/05/2014 Title PRESIDENT



MOTOR CARRIER IDENTIFICATION REPORT

(Application for U.S. DOT NUMBER)

REASON FOR FILING (Check Only One)
 NEW APPLICATION BIENNIAL UPDATE OR CHANGES OUT OF BUSINESS NOTIFICATION REAPPLICATION (AFTER REVOCATION OF NEW ENTRANT)

1. NAME OF MOTOR CARRIER KRUJEX FREIGHT TRANSPORT CORP		2. TRADE OR D.B.A. (DOING BUSINESS AS) NAME			
3. PRINCIPAL ADDRESS 13215-C8 SE MILL PLAIN BLVD #112		4. CITY VANCOUVER	5. STATE/PROVINCE WASHINGTON	6. ZIP CODE + 4 98684	7. COLONIA (MEXICO ONLY)
8. MAILING ADDRESS 13215-C8 SE MILL PLAIN #112		9. CITY VANCOUVER	10. STATE/PROVINCE WASHINGTON	11. ZIP CODE+4 98684	12. COLONIA (MEXICO ONLY)
13. PRINCIPAL BUSINESS PHONE NUMBER (360) 524-3887		14. PRINCIPAL CONTACT CELL PHONE NUMBER		15. PRINCIPAL BUSINESS FAX NUMBER (360) 524-3981	
16. USDOT NO 2314662	17. MC OR MX NO. MC790202	18. DUN & BRADSTREET NO.	19. IRS/TAX ID NO. EIN# 455455706		

20. INTERNET E-MAIL ADDRESS daniel.visan@kftcwa.com		21. CARRIER MILEAGE (to nearest 10,000 miles for Last Calendar Year) YEAR 1000000 1000	
---	--	--	--

22. COMPANY OPERATION (Mark all that apply)
 Interstate Carrier Intrastate Hazmat Carrier Intrastate Non-Hazmat Carrier Interstate Hazmat Shipper Intrastate Hazmat Shipper Vehicle Registrant Only

23. OPERATION CLASSIFICATION (Circle All that Apply)

<input checked="" type="radio"/> A. Authorized For-Hire	<input type="radio"/> D. Private Passengers (Business)	<input type="radio"/> G. U. S. Mail	<input type="radio"/> J. Local Government
<input type="radio"/> B. Exempt For-Hire	<input type="radio"/> E. Private Passengers (Non-Business)	<input type="radio"/> H. Federal Government	<input type="radio"/> K. Indian Tribe
<input type="radio"/> C. Private Property	<input type="radio"/> F. Migrant	<input type="radio"/> I. State Government	<input type="radio"/> L. Other

24. CARGO CLASSIFICATIONS (Circle All that Apply)

<input checked="" type="radio"/> A. GENERAL FREIGHT	<input type="radio"/> F. LOGS, POLES, BEAMS, LUMBER	<input checked="" type="radio"/> J. FRESH PRODUCE	<input type="radio"/> P. GRAIN, FEED, HAY	<input type="radio"/> V. COMMODITIES DRY BULK	<input type="radio"/> BB. CONSTRUCTION
<input type="radio"/> B. HOUSEHOLD GOODS	<input type="radio"/> G. BUILDING MATERIALS	<input type="radio"/> K. LIQUIDS/GASES	<input type="radio"/> Q. COAL/COKE	<input checked="" type="radio"/> W. REFRIGERATED FOOD	<input type="radio"/> CC. WATER WELL
<input type="radio"/> C. METAL; SHEETS, COILS; ROLLS	<input type="radio"/> H. MOBILE HOMES	<input checked="" type="radio"/> L. INTERMODAL CONT.	<input type="radio"/> R. MEAT	<input checked="" type="radio"/> X. BEVERAGES	<input type="radio"/> DD. OTHER
<input type="radio"/> D. MOTOR VEHICLES	<input type="radio"/> I. MACHINERY, LARGE OBJECTS	<input type="radio"/> M. PASSENGERS	<input type="radio"/> S. GARBAGE, REFUSE, TRASH	<input checked="" type="radio"/> Y. PAPER PRODUCTS	
<input type="radio"/> E. DRIVE AWAY/TOWAWAY		<input type="radio"/> N. OIL FIELD EQUIPMENT	<input type="radio"/> T. U.S. MAIL	<input type="radio"/> Z. UTILITY	
		<input type="radio"/> O. LIVESTOCK	<input type="radio"/> U. CHEMICALS	<input type="radio"/> AA. FARM SUPPLIES	

25. HAZARDOUS MATERIALS CARRIED OR SHIPPED (Circle All that Apply) C-CARRIED S-SHIPPED B(BULK) - IN CARGO TANKS NB(NON-BULK) - IN PACKAGE

C S A. DIV 1.1	B NB	C S K. DIV 2 2A (Ammonia)	B NB	C S U. DIV 4.2	B NB	C S EE. HRCQ	B NB
C S B. DIV 1.2	B NB	C S L. DIV 2 3A	B NB	C S V. DIV 4.3	B NB	C S FF. CLASS 8	B NB
C S C. DIV 1.3	B NB	C S M. DIV 2 3B	B NB	C S W. DIV 5.1	B NB	C S GG. CLASS 8A	B NB
C S D. DIV 1.4	B NB	C S N. DIV 2.3C	B NB	C S X. DIV 5.2	B NB	C S HH. CLASS 8B	B NB
C S E. DIV 1.5	B NB	C S O. DIV 2.3D	B NB	C S Y. DIV 6.2	B NB	C S II. CLASS 9	B NB
C S F. DIV 1.6	B NB	C S P. Class 3	B NB	C S Z. DIV 6 1A	B NB	C S JJ. ELEVATED TEMP MAT	B NB
C S G. DIV 2.1	B NB	C S Q. Class 3A	B NB	C S AA. DIV 6.1B	B NB	C S KK. INFECTIOUS WASTE	B NB
C S H. DIV 2.1 LPG	B NB	C S R. Class 3B	B NB	C S BB. DIV 6.1 Poison	B NB	C S LL. MARINE POLLUTANTS	B NB
C S I. DIV 2.1 (Methane)	B NB	C S S. COM LIQ	B NB	C S CC. DIV 6.1 SOLID	B NB	C S MM. HAZARDOUS SUB(RQ)	B NB
C S J. DIV 2.2	B NB	C S T. DIV 4 1	B NB	C S DD. CLASS 7	B NB	C S NN. HAZARDOUS WASTE	B NB
				C S		C S OO. ORM	B NB

26. NUMBER OF VEHICLES THAT CAN BE OPERATED IN THE U.S.

	Straight Trucks	Truck Tractors	Trailers	Hazmat Cargo Tank Trucks	Hazmat Cargo Tank Trailers	Motor Coach	School Bus					Mini-bus		Van		Limousine				
							Number of vehicles carrying number of passengers (including the driver) below													
							1-8	9-15	16+	16+	1-8	9-15	1-8	9-15	1-8	9-15	16+			
OWNED			1	11																
TERM LEASED																				
TRIP LEASED																				

27. DRIVER INFORMATION

	INTERSTATE	INTRASTATE	TOTAL DRIVERS	TOTAL CDL DRIVERS
Within 100-Mile Radius				
Beyond 100-Mile Radius				

28. IS YOUR U.S. DOT NUMBER REGISTRATION CURRENTLY REVOKED BY THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION? Yes ___ No X ___
 If Yes, enter your U.S. DOT Number. _____

29. PLEASE ENTER NAME(S) OF SOLE PROPRIETOR(S), OFFICERS OR PARTNERS AND TITLES (e.g. PRESIDENT, TREASURER, GENERAL PARTNER, LIMITED PARTNER)

1. DANIEL VISAN, PRESIDENT 2. _____
 (Please print Name) (Please print Name)

30. CERTIFICATION STATEMENT (to be completed by an authorized official)

I, DANIEL VISAN (Please print Name), certify that I am familiar with the Federal Motor Carrier Safety Regulations and/or Federal Hazardous Materials Regulations. Under penalties of perjury, I declare that the information entered on this report is, to the best of my knowledge and belief, true, correct, and complete.

Signature DANIEL VISAN Date 01/08/2014 Title PRESIDENT



U.S. Department of Transportation
Federal Motor Carrier
Safety Administration

MOTOR CARRIER IDENTIFICATION REPORT

(Application for U.S. DOT NUMBER)

REASON FOR FILING

(Check Only One)

NEW APPLICATION BIENNIAL UPDATE OR CHANGES OUT OF BUSINESS NOTIFICATION REAPPLICATION (AFTER REVOCATION OF NEW ENTRANT)

1. NAME OF MOTOR CARRIER KRUJEX FREIGHT TRANSPORT CORP				2. TRADE OR D.B.A. (DOING BUSINESS AS) NAME							
3. PRINCIPAL ADDRESS 13215-C8 SE MILL PLAIN BLVD		4. CITY VANCOUVER		5. STATE/PROVINCE WASHINGTON		6. ZIP CODE + 4 98684	7. COLONIA (MEXICO ONLY)				
8. MAILING ADDRESS 13215-C8 SE MILL PLAIN BLVD		9. CITY VANCOUVER		10. STATE/PROVINCE WASHINGTON		11. ZIP CODE+4 98684	12. COLONIA (MEXICO ONLY)				
13. PRINCIPAL BUSINESS PHONE NUMBER (360) 524-3887		14. PRINCIPAL CONTACT CELL PHONE NUMBER			15. PRINCIPAL BUSINESS FAX NUMBER (360) 524-3981						
16. USDOT NO 2314662	17. MC OR MX NO. MC790202	18. DUN & BRADSTREET NO.	19. IRS/TAX ID NO. EIN# 45545706								
20. INTERNET E-MAIL ADDRESS				21. CARRIER MILEAGE (to nearest 10,000 miles for Last Calendar Year)		YEAR					
				1000000		1000					
22. COMPANY OPERATION (Mark all that apply)											
<input checked="" type="radio"/> A Interstate Carrier <input type="radio"/> B Intrastate Hazmat Carrier <input type="radio"/> C Intrastate Non-Hazmat Carrier <input type="radio"/> D Interstate Hazmat Shipper <input type="radio"/> E Intrastate Hazmat Shipper <input type="radio"/> F Vehicle Registrant Only											
23. OPERATION CLASSIFICATION (Circle All that Apply)											
<input checked="" type="radio"/> A Authorized For-Hire <input type="radio"/> B Exempt For-Hire <input type="radio"/> C Private Property <input type="radio"/> D Private Passengers (Business) <input type="radio"/> E Private Passengers (Non-Business) <input type="radio"/> F Migrant <input type="radio"/> G U. S. Mail <input type="radio"/> H Federal Government <input type="radio"/> I State Government <input type="radio"/> J Local Government <input type="radio"/> K Indian Tribe <input type="radio"/> L Other											
24. CARGO CLASSIFICATIONS (Circle All that Apply)											
<input checked="" type="radio"/> A GENERAL FREIGHT <input type="radio"/> B HOUSEHOLD GOODS <input type="radio"/> C METAL; SHEETS, COILS; ROLLS <input type="radio"/> D MOTOR VEHICLES <input type="radio"/> E DRIVE AWAY/TOWAWAY <input type="radio"/> F LOGS, POLES, BEAMS, LUMBER <input type="radio"/> G BUILDING MATERIALS <input type="radio"/> H MOBILE HOMES <input type="radio"/> I MACHINERY, LARGE OBJECTS <input checked="" type="radio"/> J FRESH PRODUCE <input type="radio"/> K LIQUIDS/GASES <input type="radio"/> L INTERMODAL CONT. <input type="radio"/> M PASSENGERS <input type="radio"/> N OIL FELD EQUIPMENT <input type="radio"/> O LIVESTOCK <input type="radio"/> P GRAIN, FEED, HAY <input type="radio"/> Q COAL/COKE <input type="radio"/> R MEAT <input type="radio"/> S GARBAGE, REFUSE, TRASH <input type="radio"/> T U.S. MAIL <input type="radio"/> U CHEMICALS <input type="radio"/> V COMMODITIES DRY BULK <input checked="" type="radio"/> W REFRIGERATED FOOD <input checked="" type="radio"/> X BEVERAGES <input type="radio"/> Y PAPER PRODUCTS <input type="radio"/> BB CONSTRUCTION <input type="radio"/> CC WATER WELL <input type="radio"/> DD OTHER											
25. HAZARDOUS MATERIALS CARRIED OR SHIPPED (Circle All that Apply) C-CARRIED S-SHIPPED B(BULK) - IN CARGO TANKS NB(NON-BULK) - IN PACKAGE											
C S	A. DIV 1.1	B NB	C S	K. DIV 2 2A (Ammonia)	B NB	C S	U. DIV 4.2	B NB	C S	EE. HRCQ	B NB
C S	B. DIV 1.2	B NB	C S	L. DIV 2 3A	B NB	C S	V. DIV 4.3	B NB	C S	FF. CLASS 8	B NB
C S	C. DIV 1.3	B NB	C S	M. DIV 2 3B	B NB	C S	W. DIV 5.1	B NB	C S	GG. CLASS 8A	B NB
C S	D. DIV 1.4	B NB	C S	N. DIV 2.3C	B NB	C S	X. DIV 5.2	B NB	C S	HH. CLASS 8B	B NB
C S	E. DIV 1.5	B NB	C S	O. DIV 2.3D	B NB	C S	Y. DIV 6.2	B NB	C S	II. CLASS 9	B NB
C S	F. DIV 1.6	B NB	C S	P. Class 3	B NB	C S	Z. DIV 6 1A	B NB	C S	JJ. ELEVATED TEMP MAT.	B NB
C S	G. DIV 2.1	B NB	C S	Q. Class 3A	B NB	C S	AA. DIV 6.1B	B NB	C S	KK. INFECTIOUS WASTE	B NB
C S	H. DIV 2.1 LPG	B NB	C S	R. Class 3B	B NB	C S	BB. DIV 6.1 Poison	B NB	C S	LL. MARINE POLLUTANTS	B NB
C S	I. DIV 2.1 (Methane)	B NB	C S	S. COM LIQ	B NB	C S	CC. DIV 6.1 SOLID	B NB	C S	MM. HAZARDOUS SUB(RQ)	B NB
C S	J. DIV 2.2	B NB	C S	T. DIV 4 1	B NB	C S	DD. CLASS 7	B NB	C S	NN. HAZARDOUS WASTE	B NB
									C S	OO. ORM	B NB
26. NUMBER OF VEHICLES THAT CAN BE OPERATED IN THE U.S.											
	Straight Trucks	Truck Tractors	Trailers	Hazmat Cargo Tank Trucks	Hazmat Cargo Tank Trailers	Motor Coach	School Bus	Mini-bus	Van	Limousine	
	Number of vehicles carrying number of passengers (including the driver) below										
	1-8	9-15	16+	16+	1-8	9-15	1-8	9-15	1-8	9-15	16+
OWNED			11	11							
TERM LEASED											
TRIP LEASED											
27. DRIVER INFORMATION											
			INTERSTATE		INTRASTATE		TOTAL DRIVERS			TOTAL CDL DRIVERS	
Within 100-Mile Radius							11			11	
Beyond 100-Mile Radius					11						
28. IS YOUR U.S. DOT NUMBER REGISTRATION CURRENTLY REVOKED BY THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION? Yes ___ No <u>X</u>											
If Yes, enter your U.S. DOT Number. _____											
29. PLEASE ENTER NAME(S) OF SOLE PROPRIETOR(S), OFFICERS OR PARTNERS AND TITLES (e.g. PRESIDENT, TREASURER, GENERAL PARTNER, LIMITED PARTNER)											
1. DANIEL VISAN, PRESIDENT						2. _____					
(Please print Name)						(Please print Name)					
30. CERTIFICATION STATEMENT (to be completed by an authorized official)											
I, DANIEL VISAN , certify that I am familiar with the Federal Motor Carrier Safety Regulations and/or Federal Hazardous Materials Regulations. Under penalties of perjury, I declare that the information entered on this report is, to the best of my knowledge and belief, true, correct, and complete.											
(Please print Name)											
Signature DANIEL VISAN			Date 07/03/2013			Title OWNER					
(Please Print) WINLAPIT 000653											



MOTOR CARRIER IDENTIFICATION REPORT

(Application for U.S. DOT NUMBER)

REASON FOR FILING (Check Only One)

NEW APPLICATION BIENNIAL UPDATE OR CHANGES OUT OF BUSINESS NOTIFICATION REAPPLICATION (AFTER REVOCATION OF NEW ENTRANT)

1. NAME OF MOTOR CARRIER KRUJEX FREIGHT TRANSPORT CORP		2. TRADE OR D.B.A. (DOING BUSINESS AS) NAME				
3. PRINCIPAL ADDRESS 13215-C8 SE MILL PLAIN BLVD		4. CITY VANCOUVER	5. STATE/PROVINCE WASHINGTON	6. ZIP CODE + 4 98684	7. COLONIA (MEXICO ONLY)	
8. MAILING ADDRESS 13215-C8 SE MILL PLAIN BLVD		9. CITY VANCOUVER	10. STATE/PROVINCE WASHINGTON	11. ZIP CODE+4 98684	12. COLONIA (MEXICO ONLY)	
13. PRINCIPAL BUSINESS PHONE NUMBER (503) 668-4615		14. PRINCIPAL CONTACT CELL PHONE NUMBER (503) 929-6981			15. PRINCIPAL BUSINESS FAX NUMBER (503) 668-9132	
16. USDOT NO 2314662	17. MC OR MX NO. MC790202	18. DUN & BRADSTREET NO.	19. IRS/TAX ID NO. EIN# 45545706			
20. INTERNET E-MAIL ADDRESS			21. CARRIER MILEAGE (to nearest 10,000 miles for Last Calendar Year) YEAR			

22. COMPANY OPERATION (Mark all that apply)

A Interstate Carrier B Intrastate Hazmat Carrier C Intrastate Non-Hazmat Carrier D Interstate Hazmat Shipper E Intrastate Hazmat Shipper F Vehicle Registrant Only

23. OPERATION CLASSIFICATION (Circle All that Apply)

A Authorized For-Hire D Private Passengers (Business) G U. S. Mail J Local Government

B Exempt For-Hire E Private Passengers (Non-Business) H Federal Government K Indian Tribe

C Private Property F Migrant I State Government L Other

24. CARGO CLASSIFICATIONS (Circle All that Apply)

<input checked="" type="checkbox"/> A GENERAL FREIGHT	<input type="checkbox"/> F LOGS, POLES, BEAMS, LUMBER	<input type="checkbox"/> J FRESH PRODUCE	<input type="checkbox"/> P GRAIN, FEED, HAY	<input type="checkbox"/> V COMMODITIES DRY BULK	<input type="checkbox"/> BB CONSTRUCTION
<input type="checkbox"/> B HOUSEHOLD GOODS	<input type="checkbox"/> G BUILDING MATERIALS	<input type="checkbox"/> K LIQUIDS/GASES	<input type="checkbox"/> Q COAL/COKE	<input type="checkbox"/> W REFRIGERATED FOOD	<input type="checkbox"/> CC WATER WELL
<input type="checkbox"/> C METAL; SHEETS, COILS; ROLLS	<input type="checkbox"/> H MOBILE HOMES	<input type="checkbox"/> L INTERMODAL CONT.	<input type="checkbox"/> R MEAT	<input type="checkbox"/> X BEVERAGES	<input type="checkbox"/> DD OTHER
<input type="checkbox"/> D MOTOR VEHICLES	<input type="checkbox"/> I MACHINERY, LARGE OBJECTS	<input type="checkbox"/> M PASSENGERS	<input type="checkbox"/> S GARBAGE, REFUSE, TRASH	<input type="checkbox"/> Y PAPER PRODUCTS	
<input type="checkbox"/> E DRIVE AWAY/TOWAWAY	<input type="checkbox"/> N OIL FIELD EQUIPMENT	<input type="checkbox"/> T U.S. MAIL	<input type="checkbox"/> Z UTILITY		
	<input type="checkbox"/> O LIVESTOCK	<input type="checkbox"/> U CHEMICALS	<input type="checkbox"/> AA FARM SUPPLIES		

25. HAZARDOUS MATERIALS CARRIED OR SHIPPED (Circle All that Apply) C-CARRIED S-SHIPPED B(BULK) - IN CARGO TANKS NB(NON-BULK) - IN PACKAGE

C S A. DIV 1.1	B NB	C S K. DIV 2 2A (Ammonia)	B NB	C S U. DIV 4.2	B NB	C S EE. HRCQ	B NB
C S B. DIV 1.2	B NB	C S L. DIV 2 3A	B NB	C S V. DIV 4.3	B NB	C S FF. CLASS 8	B NB
C S C. DIV 1.3	B NB	C S M. DIV 2 3B	B NB	C S W. DIV 5.1	B NB	C S GG. CLASS 8A	B NB
C S D. DIV 1.4	B NB	C S N. DIV 2.3C	B NB	C S X. DIV 5.2	B NB	C S HH. CLASS 8B	B NB
C S E. DIV 1.5	B NB	C S O. DIV 2.3D	B NB	C S Y. DIV 6.2	B NB	C S II. CLASS 9	B NB
C S F. DIV 1.6	B NB	C S P. Class 3	B NB	C S Z. DIV 6.1A	B NB	C S JJ. ELEVATED TEMP MAT.	B NB
C S G. DIV 2.1	B NB	C S Q. Class 3A	B NB	C S AA. DIV 6.1B	B NB	C S KK. INFECTIOUS WASTE	B NB
C S H. DIV 2.1 LPG	B NB	C S R. Class 3B	B NB	C S BB. DIV 6.1 Poison	B NB	C S LL. MARINE POLLUTANTS	B NB
C S I. DIV 2.1 (Methane)	B NB	C S S. COM LIQ	B NB	C S CC. DIV 6.1 SOLID	B NB	C S MM. HAZARDOUS SUB(RQ)	B NB
C S J. DIV 2.2	B NB	C S T. DIV 4.1	B NB	C S DD. CLASS 7	B NB	C S NN. HAZARDOUS WASTE	B NB
				C S	OO. ORM	C S	BB. CONSTRUCTION

26. NUMBER OF VEHICLES THAT CAN BE OPERATED IN THE U.S.

	Straight Trucks	Truck Tractors	Trailers	Hazmat Cargo Tank Trucks	Hazmat Cargo Tank Trailers	Motor Coach	School Bus		Mini-bus		Van		Limousine			
							Number of vehicles carrying number of passengers (including the driver) below									
							1-8	9-15	16+	16+	1-8	9-15	1-8	9-15	16+	
OWNED			1	1												
TERM LEASED																
TRIP LEASED																

27. DRIVER INFORMATION

Within 100-Mile Radius	INTERSTATE	INTRASTATE	TOTAL DRIVERS	TOTAL CDL DRIVERS
Beyond 100-Mile Radius				

28. IS YOUR U.S. DOT NUMBER REGISTRATION CURRENTLY REVOKED BY THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION? Yes ___ No X

If Yes, enter your U.S. DOT Number. _____

29. PLEASE ENTER NAME(S) OF SOLE PROPRIETOR(S), OFFICERS OR PARTNERS AND TITLES (e.g. PRESIDENT, TREASURER, GENERAL PARTNER, LIMITED PARTNER)

1. DANIEL VISAN, PRESIDENT 2. _____

(Please print Name) (Please print Name)

30. CERTIFICATION STATEMENT (to be completed by an authorized official)

I, DANIEL VISAN (Please print Name), certify that I am familiar with the Federal Motor Carrier Safety Regulations and/or Federal Hazardous Materials Regulations. Under penalties of perjury, I declare that the information entered on this report is, to the best of my knowledge and belief, true, correct, and complete.

Signature DANIEL VISAN Date 05/29/2013 Title OWNER

**U.S. Department of Transportation
Federal Motor Carrier
Safety Administration**

MOTOR CARRIER IDENTIFICATION REPORT (Application for U.S. DOT NUMBER)

REASON FOR FILING (Check Only One)
 NEW APPLICATION **BIENNIAL UPDATE OR CHANGES** **OUT OF BUSINESS NOTIFICATION** **REAPPLICATION (AFTER REVOCATION OF NEW ENTRANT)**

1. NAME OF MOTOR CARRIER KRUJEX FREIGHT TRANSPORT CORP			2. TRADE OR D.B.A. (DOING BUSINESS AS) NAME			
3. PRINCIPAL ADDRESS 13215-C8 SE MILL PLAIN BLVD		4. CITY VANCOUVER	5. STATE/PROVINCE WASHINGTON	6. ZIP CODE + 4 98684	7. COLONIA (MEXICO ONLY)	
8. MAILING ADDRESS 13215-C8 SE MILL PLAIN BLVD		9. CITY VANCOUVER	10. STATE/PROVINCE WASHINGTON	11. ZIP CODE+4 98684	12. COLONIA (MEXICO ONLY)	
13. PRINCIPAL BUSINESS PHONE NUMBER (503) 668-4615		14. PRINCIPAL CONTACT CELL PHONE NUMBER (503) 929-6981		15. PRINCIPAL BUSINESS FAX NUMBER (503) 668-9132		
16. USDOT NO. 2314662	17. MC OR MX NO. MC790202	18. DUN & BRADSTREET NO.	19. IRS/TAX ID NO. EIN# 45545706			
20. INTERNET E-MAIL ADDRESS			21. CARRIER MILEAGE (to nearest 10,000 miles for Last Calendar Year) YEAR			

22. COMPANY OPERATION (Mark all that apply)
 A. Interstate Carrier **B. Intrastate Hazmat Carrier** **C. Intrastate Non-Hazmat Carrier** **D. Interstate Hazmat Shipper** **E. Intrastate Hazmat Shipper** **F. Vehicle Registrant Only**

23. OPERATION CLASSIFICATION (Circle All that Apply)
 A. Authorized For-Hire **D. Private Passengers (Business)** **G. U. S. Mail** **J. Local Government**
 B. Exempt For-Hire **E. Private Passengers (Non-Business)** **H. Federal Government** **K. Indian Tribe**
 C. Private Property **F. Migrant** **I. State Government** **L. Other**

24. CARGO CLASSIFICATIONS (Circle All that Apply)
 A. GENERAL FREIGHT **F. LOGS, POLES, BEAMS, LUMBER** **J. FRESH PRODUCE** **P. GRAIN, FEED, HAY** **V. COMMODITIES DRY BULK** **BB. CONSTRUCTION**
 B. HOUSEHOLD GOODS **G. BUILDING MATERIALS** **K. LIQUIDS/GASES** **Q. COAL/COKE** **W. REFRIGERATED FOOD** **CC. WATER WELL**
 C. METAL; SHEETS, COILS; ROLLS **H. MOBILE HOMES** **L. INTERMODAL CONT.** **R. MEAT** **X. BEVERAGES** **DD. OTHER**
 D. MOTOR VEHICLES **I. MACHINERY, LARGE OBJECTS** **M. PASSENGERS** **S. GARBAGE, REFUSE, TRASH** **Y. PAPER PRODUCTS**
 E. DRIVE AWAY/TOWAWAY **N. OIL FIELD EQUIPMENT** **T. U.S. MAIL** **Z. UTILITY**
 O. LIVESTOCK **U. CHEMICALS** **AA. FARM SUPPLIES**

25. HAZARDOUS MATERIALS CARRIED OR SHIPPED (Circle All that Apply) C-CARRIED S-SHIPPED B(BULK) - IN CARGO TANKS NB(NON-BULK) - IN PACKAGE

C	S	A. DIV 1.1	B NB	C	S	K. DIV 2 2A (Ammonia)	B NB	C	S	U. DIV 4.2	B NB	C	S	EE. HRCQ	B NB
C	S	B. DIV 1.2	B NB	C	S	L. DIV 2 3A	B NB	C	S	V. DIV 4.3	B NB	C	S	FF. CLASS 8	B NB
C	S	C. DIV 1.3	B NB	C	S	M. DIV 2 3B	B NB	C	S	W. DIV 5.1	B NB	C	S	GG. CLASS 8A	B NB
C	S	D. DIV 1.4	B NB	C	S	N. DIV 2.3C	B NB	C	S	X. DIV 5.2	B NB	C	S	HH. CLASS 8B	B NB
C	S	E. DIV 1.5	B NB	C	S	O. DIV 2.3D	B NB	C	S	Y. DIV 6.2	B NB	C	S	II. CLASS 9	B NB
C	S	F. DIV 1.6	B NB	C	S	P. Class 3	B NB	C	S	Z. DIV 6.1A	B NB	C	S	JJ. ELEVATED TEMP MAT	B NB
C	S	G. DIV 2.1	B NB	C	S	Q. Class 3A	B NB	C	S	AA. DIV 6.1B	B NB	C	S	KK. INFECTIOUS WASTE	B NB
C	S	H. DIV 2.1 LPG	B NB	C	S	R. Class 3B	B NB	C	S	BB. DIV 6.1 Poison	B NB	C	S	LL. MARINE POLLUTANTS	B NB
C	S	I. DIV 2.1 (Methane)	B NB	C	S	S. COM LIQ	B NB	C	S	CC. DIV 6.1 SOLID	B NB	C	S	MM. HAZARDOUS SUB(RQ)	B NB
C	S	J. DIV 2.2	B NB	C	S	T. DIV 4.1	B NB	C	S	DD. CLASS 7	B NB	C	S	NN. HAZARDOUS WASTE	B NB
												C	S	OO. ORM	B NB

26. NUMBER OF VEHICLES THAT CAN BE OPERATED IN THE U.S.

	Straight Trucks	Truck Tractors	Trailers	Hazmat Cargo Tank Trucks	Hazmat Cargo Tank Trailers	Motor Coach	School Bus		Mini-bus	Van		Limousine			
							Number of vehicles carrying number of passengers (including the driver) below								
							1-8	9-15	16+	16+	1-8	9-15	1-8	9-15	16+
OWNED			1	1											
TERM LEASED															
TRIP LEASED															

27. DRIVER INFORMATION

	INTERSTATE		INTRASTATE		TOTAL DRIVERS			TOTAL CDL DRIVERS		
	Within 100-Mile Radius	Beyond 100-Mile Radius	Within 100-Mile Radius	Beyond 100-Mile Radius						

28. IS YOUR U.S. DOT NUMBER REGISTRATION CURRENTLY REVOKED BY THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION? Yes ___ No X
 If Yes, enter your U.S. DOT Number. _____

29. PLEASE ENTER NAME(S) OF SOLE PROPRIETOR(S), OFFICERS OR PARTNERS AND TITLES (e.g. PRESIDENT, TREASURER, GENERAL PARTNER, LIMITED PARTNER)

1. DANIEL VISAN, PRESIDENT 2. _____
 (Please print Name) (Please print Name)

30. CERTIFICATION STATEMENT (to be completed by an authorized official)

I, AURORA SERVICE LLC, certify that I am familiar with the Federal Motor Carrier Safety Regulations and/or Federal Hazardous Materials Regulations. Under penalties of perjury, I declare that the information entered on this report is, to the best of my knowledge and belief, true, correct, and complete.

Signature AURORA SERVICE LLC Date 06/11/2012 Title AGENT

EXHIBIT 9

Michael G. Brady, ISB #1293
Eric A. Gale, ISB #9680
EBERLE, BERLIN, KADING, TURNBOW
& MCKLVEEN, CHARTERED
1111 W. Jefferson Street, Suite 530
Post Office Box 1368
Boise, ID 83701
TELEPHONE: (208) 344-8535
FACSIMILE: (208) 344-8542
E-Mail: mbrady@eberle.com
egale@eberle.com

Attorneys for Defendant Albertson's Companies, Inc.

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

LAWRENCE MANLAPIT, JR., individually
as father of LAWRENCE P. MANLAPIT, III,
DECEASED,

Plaintiff,

v.

KRUJEX FREIGHT TRANSPORT CORP.;
KRUJEX TRANSPORTATION CORP.;
KRUJEX TRANSPORTATION SYSTEMS,
LLC; KRUJEX LOGISTICS INC.;
ALBERTSON'S COMPANIES; CORNELIEU
VISAN; DANIEL VISAN; LIGRA VISAN;
STATE OF IDAHO; STATE OF IDAHO
DEPARTMENT OF TRANSPORTATION;
IDAHO STATE POLICE; COUNTY OF
ADA; ADA COUNTY SHERIFF'S
DEPARTMENT; ADA COUNTY HIGHWAY
DISTRICT; CITY OF BOISE; PENHALL
COMPANY; PENHALL INTERNATIONAL
CORP.; PARAMETRIX, INC., SPECIALTY
CONSTRUCTION SUPPLY LLC, and DOES
1 through 150, inclusive,

Case No. CV01-19-06625

Judge Peter G. Barton

**DECLARATION OF SPENCER
MELVILLE IN SUPPORT OF
DEFENDANT ALBERTSON'S
COMPANIES, INC.'S MOTION FOR
SUMMARY JUDGMENT**

**DECLARATION OF SPENCER MELVILLE IN SUPPORT OF DEFENDANT ALBERTSON'S
COMPANIES, INC.'S MOTION FOR SUMMARY JUDGMENT - Page 1**

0130-114/00848541.000

Defendants.

I, Spencer Melville, declare as follows:

1. I am over the age of 18 years and make this declaration based on my personal knowledge.

2. I am the Director of Corporate Traffic for Albertsons Companies.

3. My duties as Director of Corporate Traffic for Albertsons Companies are as follows:

- Responsible for providing superior on-time delivery service for third party transport of produce, perishable, meat and grocery products critical to retail success.
- Support seamless conversion of acquired company inbound transportation.
- Lead and optimize the inbound freight appointment scheduling process for all DC's enterprise-wide.
- Direct the optimization of effective spending of the annual corporate transportation budget generating annual savings.
- Manage personnel responsible for TMS systems and other strategic supply chain systems.

4. The attached documents were kept in the course of regularly conducted business activities for Albertsons Companies. I have reviewed the attached documents and to my knowledge the attached documents are what they purport to be.

5. Albertsons Companies (hereinafter referred to as “Albertsons”) entered into a contract with Krujex Freight Transport Corp. (hereinafter referred to as “Krujex”) on July 24, 2017 to ship non-hazardous goods to and from various locations for Albertsons’ stores and subsidiaries. Attached hereto as **Exhibit A** (Our Bates Nos. 1 – 14) is a true and correct copy of the Master Motor Carrier Transportation Agreement that was in effect on the date of the incident involving this lawsuit, June 16, 2018, that contained the terms for Krujex Freight Transport Corp.’s shipping of Albertsons Companies’ non-hazardous goods.

6. Attached hereto as **Exhibit B** is a true and correct copy of a Safety Measurement System report dated June 3, 2019, setting forth a detailed crash report as of April 26, 2019 for Krujex Freight Transport Corp. evidencing the crash that occurred involving this litigation on

DECLARATION OF SPENCER MELVILLE IN SUPPORT OF DEFENDANT ALBERTSON’S COMPANIES, INC.’S MOTION FOR SUMMARY JUDGMENT - Page 2

0130-114/00848541.000

June 16, 2018, and evidencing that no hazardous materials were being shipped on that trip. (our Bates Nos. 208-209).

7. Attached hereto as **Exhibit C** is a true and correct copy of an April 18, 2019 printout evidencing a Safety Measurement System report as of April 17, 2019 for Krujex Freight Transport Corp. evidencing only one accident, which was the accident in question involving this lawsuit dated June 19, 2018. This report evidenced six years of past inspections and crashes for Krujex. (Bates Nos. 210-213) and the only crash listed was the crash involving this lawsuit.

8. Attached hereto as **Exhibit D** is a true and correct copy of a SAFER layout report of a company snapshot for Krujex Freight Transport Corp. evidencing content of the FMCSA management information systems as of July 25, 2018, which shows no crashes as of that date. (Bates Nos. 214-216).

9. Attached hereto as **Exhibit E** is a true and correct copy of a SAFER web company snapshot for Krujex Freight Transport Corp. dated November 30, 2017, evidencing no prior crashes by Krujex Freight Transport Corp. for 24 months prior to November 29, 2017. Exhibit E also evidences that Krujex is authorized to carry general freight and fresh produce. (Bates No. 223).

10. Attached hereto as **Exhibit F** is a true and correct copy of a Carrier Survey for Krujex Freight Transport Corp. that Krujex entered into at the time of contracting with Albertsons Companies, which states Krujex will comply with the ELD rules, which sets performance and design standards for commercial drivers and requires ELDS users to be certified and registered with FMCSA. (Bates Nos. 265-267)

11. Attached as **Exhibit G** is a true and correct copy of a Department of the U.S. Department of Transportation certificate provided to Albertsons on July 7, 2017 and dated November 20, 2012, evidencing Krujex Freight Transport Corp. had authority to engage in transportation as a common carrier of property by motor vehicle in interstate or foreign commerce. (Bates No. 278)

12. Attached hereto as **Exhibit H** is a true and correct copy of the Asset Carrier Checklist for Krujex Freight Transport Corp. dated January 2018. (Bates No. 399-401)

13. Attached hereto as **Exhibit I** is a true and correct copy of Albertsons Companies' Carrier Handbook for the years of 2017 and 2018 that was provided to Krujex at the time Albertsons and Krujex entered into their contract together. Please note these documents contain confidential information and are subject to a protective order. (Bates Nos. 15-95)

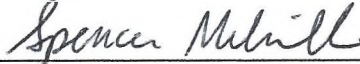
14. Attached hereto as **Exhibit J** is a true and correct copy of invoice No. 1700319 evidencing the shipment of apples that was being delivered, on the date of the accident, to a Shaw's Distribution Center, that never made it to its destination. The invoice is dated June 30, 2017. (Bates No. 376)

15. On the date of the accident involved in this litigation, June 16, 2018, Krujex was transporting a load of apples to a Shaw's Distribution Center. Attached hereto as **Exhibit K** is a true and correct copy of the bill of lading, order number 801310, for that load. (Bates No. 402)

16. According to our documentation, and Albertson's investigation, at the time Albertsons hired Krujex, and at the time that this accident occurred, Albertsons had no reason to believe that Krujex was conducting their business in violation of any laws and Albertsons assumed that Krujex utilized proper equipment for the shipping of Albertsons' apples.

I DECLARE UNDER PENALTY OF PERJURY PURSUANT TO THE LAWS OF THE STATE OF IDAHO THAT THE FOREGOING IS TRUE AND CORRECT.

DATED this 8 day of June, 2020.



Spencer Melville,
Director of Corporate Traffic for Albertsons
Companies

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on the 16th day of December, 2020, I caused a true and correct copy of the foregoing document to be served upon the following person(s) in the following manner:

Kurt Holzer	[]	U.S. Mail, Postage Prepaid
Hepworth Holzer, LLP	[]	Express Mail
537 W. Bannock St., Ste. 200	[]	Hand Delivery
Boise, ID 83702	[]	Facsimile Transmission
(208) 343-7510/(208) 342-2927 (F)	[]	Federal Express
kholzer@hepworthholzer.com	[x]	Electronic Mail Through iCourts
<i>Attorneys for Plaintiff</i>		
<i>Lawrence Manlapit, Jr.</i>		

Ronald L.M. Goldman	[]	U.S. Mail, Postage Prepaid
Clay Robbins, III	[]	Express Mail
Baum, Hedlund, Aristei & Goldman, P.C.	[]	Hand Delivery
10940 Wilshire Blvd, 17th Floor	[]	Facsimile Transmission
Los Angeles, CA 90024	[]	Federal Express
(310) 207-3233/(310) 820-7444 (F)	[x]	Electronic Mail Through iCourts
RGoldman@baumhedlundlaw.com		
CRobbins@baumhedlundlaw.com		
<i>Attorneys for Plaintiff</i>		
<i>Lawrence P. Manlapit, Jr.</i>		

Raymond D. Powers	[]	U.S. Mail, Postage Prepaid
Mark J. Orler	[]	Express Mail
Powers Farley, P.C.	[]	Hand Delivery
702 W. Idaho St., Ste. 700	[]	Facsimile Transmission
Boise, ID 83702	[]	Federal Express
(208) 577-5100/(208) 577-5101	[x]	Electronic Mail Through iCourts
rdp@powersfarley.com		
mjo@powersfarley.com		
<i>Attorneys for Plaintiff</i>		
<i>Dorine E. Norko., Individually and as Co-Administrator of the Estate of Lawrence P. Manlapit, III</i>		

Steven Fisher	[]	U.S. Mail, Postage Prepaid
Craig Swapp & Associates	[]	Express Mail
3071 E. Franklin Rd., Ste. 302	[]	Hand Delivery
Meridian, ID 83642	[]	Facsimile Transmission

(208) 331-0167/(208) 375-2005
steven.fisher@craigswapp.com
Attorneys for Plaintiff Toina Jorgensen

[] Federal Express
[x] Electronic Mail Through iCourts

Daniel E. Jenkins
Evan Mortimer
Paul C. Swainston
Litster Frost Injury Lawyers
3501 W. Elder Street, Ste. 208
Boise, ID 83705
(208) 489-6400/(208) 489-6404
dan.jenkins@litsterfrost.com
evan.mortimer@litsterfrost.com
paul.swainston@litsterfrost.com
*Attorneys for Plaintiff Daisy Johnson,
individually as natural mother and heir of
Carlos V. Johnson, deceased*

[] U.S. Mail, Postage Prepaid
[] Express Mail
[] Hand Delivery
[] Facsimile Transmission
[] Federal Express
[x] Electronic Mail Through iCourts

Jason Monteleone
Johnson & Monteleone, LLP
350 N. 9th St., Ste. 500
Boise, ID 83702
jason@treasurevalleylawyers.com
*Attorneys for Plaintiffs Michael Westall and
Kimberly Westall*

[] U.S. Mail, Postage Prepaid
[] Express Mail
[] Hand Delivery
[] Facsimile Transmission
[] Federal Express
[x] Electronic Mail Through iCourts

Gary L. Montgomery
Montgomery Dowdle
136965 W. Chinden Blvd., Suite 115
Boise, ID 83713
(208) 378-8882/(208)991-4344 (F)
gary@montgomerydowdle.com
*Attorneys for Defendants Krujex Freight
Transport Corp.; Krujex Transportation
Corp.; Krujex Transportation Systems, LLC;
Krujex Logistics, Inc.; Corneliu Visan;
Daniel Visan; and Ligra Visan*

[] U.S. Mail, Postage Prepaid
[] Express Mail
[] Hand Delivery
[] Facsimile Transmission
[] Federal Express
[x] Electronic Mail Through iCourts

Michael W. Moore [] U.S. Mail, Postage Prepaid
Moore Elia Kraft & Hall, LLP [] Express Mail
702 W. Idaho St., Suite 800 [] Hand Delivery
P.O. Box 6756 [] Facsimile Transmission
Boise, ID 83707 [] Federal Express
(208) 336-6900/(208) 336-7031 (F) [x] Electronic Mail Through iCourts
mike@melawfirm.net
*Attorneys for Defendants State of Idaho;
State of Idaho Department of
Transportation; and Idaho State Police*

David A. Roscheck [] U.S. Mail, Postage Prepaid
Sherry Morgan [] Express Mail
Janae Peterson [] Hand Delivery
Ada County Prosecutor's Office [] Facsimile Transmission
200 W. Front St., Room 3191 [] Federal Express
Boise, ID 83702 [x] Electronic Mail Through iCourts
(208) 287-7700/(208) 287-7719
droscheck@adacounty.id.gov
smorgan@adacounty.id.gov
jpeterson@adacounty.id.gov
Attorneys for Defendant Ada County

J. Nick Crawford [] U.S. Mail, Postage Prepaid
Brassey Crawford, PLLC [] Express Mail
345 Bobwhite Ct., Suite 215 [] Hand Delivery
P.O. Box 1009 [] Facsimile Transmission
Boise, ID 83701-1009 [] Federal Express
(208) 344-7300/ (208) 344-7077 (F) [x] Electronic Mail Through iCourts
jnc@brassey.net
Attorneys for Defendant Penhall Company

Robert J. Janicki [] U.S. Mail, Postage Prepaid
Michael Ford [] Express Mail
Strong & Hanni [] Hand Delivery
9350 S. 150 East, Suite 820 [] Facsimile Transmission
Sandy, UT 84070 [] Federal Express
(801) 532-7080/(801) 596-1508 (F) [x] Electronic Mail Through iCourts
rjanicki@strongandhanni.com
mford@strongandhanni.com
*Attorneys for Defendants Penhall Company
and Penhall International Corp.*

Robert T. Wetherell
Capitol Law Group, PLLC
205 N. 10th St., 4th FL.
P.O. Box 2598
Boise, ID 83701-2598
(208) 424-8872/(208) 424-8874 (F)
*Attorneys for Third-Party Defendant
The Estate of Illya D. Tsar*

[] U.S. Mail, Postage Prepaid
[] Express Mail
[] Hand Delivery
[] Facsimile Transmission
[] Federal Express
[x] Electronic Mail Through iCourts

Robert A. Anderson
Robby J. Perucca
Anderson, Julian & Hull LLP
C.W. Moore Plaza
250 S. 5th St., Suite 700
P.O. Box 7426
Boise, ID 83707-7426
(208) 344-5800/(208) 344-5510 (F)
raanderson@ajhlaw.com
rperucca@ajhlaw.com
service@ajhlaw.com
Attorneys for Defendant Parametrix, Inc.

[] U.S. Mail, Postage Prepaid
[] Express Mail
[] Hand Delivery
[] Facsimile Transmission
[] Federal Express
[x] Electronic Mail Through iCourts

David S. Perkins
Jordan E. Reid
PERKINS, MITCHELL, POPE &
MCALLISTER LLP
Capitol Park Plaza
300 North 6th Street, Suite 200
P. O. Box 519
Boise, ID 83701
(208) 345-8600/(208) 345-8660 (F)
Email: service@perkinsmitchell.com
*Attorneys for Defendant Specialty
Construction Supply, LLC*

[] U.S. Mail, Postage Prepaid
[] Express Mail
[] Hand Delivery
[] Facsimile Transmission
[] Federal Express
[x] Electronic Mail Through iCourts

/s/ Eric A. Gale

Eric A. Gale

MASTER MOTOR CARRIER TRANSPORTATION AGREEMENT

THIS MASTER TRANSPORTATION MOTOR CARRIER AGREEMENT (“Agreement”) is entered into as of July 19, 2017 (the “Effective Date”), by and between Krujex Freight Transport Corp., a Washington corporation (“Carrier”), and Albertsons Companies, LLC on behalf of itself and its subsidiaries (“Shipper”).

RECITALS:

A. Carrier provides and/or arranges for for-hire transportation services in interstate commerce by various modes of transportation which may include the use of multiple modes of transportation including air, water, road or rail, either directly or through express written agreements with authorized air, water, rail, and ground carriers.

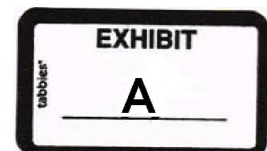
B. Shipper desires to retain the services of Carrier to transport and deliver certain shipments of general commodities, including, but not limited to various food products, health and beauty products, medicines, and general merchandise (the “Goods”) to and from various locations (the “Locations”) to be identified from time to time in written Schedules which, when executed and delivered by both parties, will be incorporated into and made a part of this Agreement (the “Schedules”), and Carrier desires to be so engaged, upon the terms and conditions set forth herein.

AGREEMENT:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

- Services.** Carrier agrees to timely pick up (in accordance with Shipper’s procedures or the procedures of the relevant vendor), accept, and transport Goods as to which Carrier has committed via Shipper’s TMS (currently One Network) or has otherwise contracted with Shipper to carry, to and from the Locations designated in the TMS commitment, on the terms and conditions set forth in the TMS and this Agreement (including the Appendices hereto). If Shipper has committed to Carrier the right to transport Goods over one or more lanes, Shipper shall be free to use other carriers if and to the extent that Carrier is not able, or otherwise fails, to accept tender of such shipments. Carrier further agrees to handle and transport the Goods hereunder safely. Carrier shall supply, and to use only clean, water tight, regularly maintained equipment either owned or leased by Carrier to transport the Goods in accordance with customary industry standards and the terms and conditions of this Agreement. Carrier shall comply with Shipper’s reporting requirements, and the requirements of any electronic data interchange system(s) utilized by Shipper from time to time.

Carrier represents and warrants that it has a “satisfactory” safety rating from the U.S. Department of Transportation (“DOT”), and will maintain such rating at all times while this Agreement is in effect. In the event that Carrier is unrated and/or has not been assigned a safety rating by the DOT, Carrier further warrants and represents that it has in place safety management controls adequate to meet or exceed the safety fitness standards prescribed in 49 C.F.R. Part 385. If Carrier should receive a “conditional” or “unsatisfactory” safety rating from the DOT, Carrier shall immediately notify Shipper and shall not accept any further shipments without Shipper’s permission, and Shipper may immediately terminate this Agreement for cause. Carrier shall be solely responsible for complying with the requirements of transporting the Goods.



2. Personnel. Carrier shall supply such number of drivers and other personnel at such dates and times for the transportation of the Goods as shall be necessary to perform the services described in the Schedules and this Agreement. Carrier shall strictly comply with all Applicable Laws, and shall be solely responsible for all costs, relating to employees of Carrier who provide services to Shipper hereunder. Carrier's employees and agents shall have no right or claim against Shipper for wages, benefits or other compensation. Carrier shall be fully responsible for and shall pay or cause to be paid when due, all federal, state and local taxes or contributions required under Applicable Laws in connection with the services under this Agreement.
3. Rates and Charges.
 - a. Base Rates and Charges. Shipper shall pay Carrier the rates and charges, subject to the rules, if any, set forth in Appendices B, C, E and F, as applicable. Such rates, charges and rules shall apply to all product shipped or received by Shipper and/or third parties for Shipper's account transported by Carrier, either directly or indirectly, under this Agreement. Unless otherwise provided, all freight bills, invoices and other pricing documents shall be paid in U.S. Currency. No changes shall be made to the domestic rates, charges and rules set forth in Appendix B-Non DSD and Appendix C-DSD except by mutual written agreement of the parties. Carrier agrees to submit invoices to Shipper within ninety (90) days after delivery; invoices not submitted within that period shall be deemed waived and released. If the parties (in their sole discretion) agree to payment hereunder using Shipper's auto-pay program then, subject to any right Shipper may have to withhold payment hereunder, Shipper shall have up to forty-five (45) days to pay each of the Carrier's invoices and each invoice shall be discounted for early payment by Shipper as follows: Fifteen (15) days - 0.5%; (.5%/15) ten (10) days - 1.0%; and, (1%/10) Five (5) days - 2.0% (2%/5).
 - b. Accessorial Charges. Except as otherwise agreed to by Shipper, only those domestic accessorial services and charges set forth in Appendix E-Non DSD and Appendix F-DSD, or, if applicable, Appendix B-Non DSD and Appendix C-DSD hereto shall apply to each shipment transported hereunder.
 - c. Dispute as to Rates. Any dispute as to the amount of the total charges related to any rates provided herein shall be resolved in accordance with Section 25 hereof.
 - d. Inadvertent Shipment Without Preexisting Rate. In the event that Carrier inadvertently is tendered and does transport a shipment for which at time of tender of product no applicable rate or charge were contained in Appendix B-Non DSD and Appendix C-DSD, or supplements thereto (including Appendix B-Non DSD and Appendix C-DSD), Carrier and Shipper agree that Carrier shall be due a reasonable charge, as agreed to by the parties prior to the tender and transportation of such product.
4. Food Products. Carrier acknowledges that transportation of foods and food related products requires a high degree of care in order to prevent possible adulteration, contamination and degradation of product quality, each of which could have a detrimental effect on Shipper's reputation in the marketplace and expose Shipper to potential product liability. Carrier represents, warrants and agrees that it will comply with and enforce, and will require its employees, agents, representatives, and contractors to comply with, the following requirements:
 - a. Carrier's equipment shall at all times be clean, dry, odor free, pest free and insect free and Carrier shall comply at all times with all applicable equipment cleanliness standards as well as personal hygiene and disease control requirements of Shipper as directed from time to time.
 - b. Carrier shall comply at all times with all applicable laws and regulations pertaining to transportation of food and food related products, including (but not limited to) the Federal

Food, Drug and Cosmetic Act (21 U.S.C. 301, et seq.), the Sanitary Transportation of Human and Animal Food regulations (21 C.F.R. 1.900, et seq.) promulgated under the Food Safety Modernization Act, 49 U.S.C. 5701, and all applicable state and municipal laws and regulations, as well as such procedures as Shipper may promulgate to maintain compliance with laws and regulations, including (but not limited to) Shipper's applicable transportation, operations, and distribution center policies as to which Carrier has been advised ("Shipper's Policies").

- c. All vehicles and transportation equipment ("Equipment") used in transportation operations will meet Shipper's Policies and are of suitable design and manufacture for maintenance, cleaning and use in transport of food (where applicable) including, to the extent applicable, temperature controlled food, and to prevent the food they transport from becoming unsafe or adulterated within the meaning of section 402(a)(1), (2), and (4) of the Federal Food, Drug, and Cosmetic Act. Carrier represents and warrants, as of the time of loading Equipment hereunder, that:
 - i. Equipment is maintained in such a sanitary condition as to prevent food from becoming unsafe during transportation operations, and
 - ii. Equipment is stored in a manner that prevents it from harboring pests or becoming contaminated in any manner that could result in food for becoming unsafe during transportation operations.
- d. Carrier has provided appropriate training to personnel engaged in transportation operations, including (but not limited to) awareness of potential food safety problems that may occur during food transportation, basic sanitary transportation practices to address those potential problems, and the responsibilities of Carrier. Carrier retains, for a period of at least twenty four months, or so long as applicable regulations require, records of such training including identities of personnel trained and the dates of such training.
- e. Carrier has implemented written procedures subject to the records requirements of 21 CFR §1.912(b) that:
 - i. Specify practices for cleaning, sanitizing if necessary, and inspecting vehicles and transportation equipment that the carrier provides for use in the transportation of food to maintain the vehicles and the transportation equipment in appropriate sanitary condition as required by 21 CFR §1.906(b);
 - ii. Describe how it will comply with regulatory temperature control requirements; and
 - iii. Describe how it will comply with regulatory requirements for the use of bulk vehicles.
- f. Carrier retains, and will continue to retain, records required under 21 CFR §1.912 for a period of not less than twelve months or so long as applicable regulations require.

Carrier is responsible for ensuring that transportation operations are carried out in compliance with regulatory requirements and that such compliance is monitored by competent supervisory personnel. Carrier (or its subcontractor) will verify such compliance upon loading of Equipment. Carrier is responsible for maintaining sanitary conditions during transport operations. Carrier agrees to conduct, and to cause its employees, agents and contractors to conduct, all transportation operations under such conditions and controls as are necessary to prevent the food from becoming unsafe during transportation operations including:

- i. Complying with all of Shipper's applicable transport sanitation, temperature (including, where required, the pre-cooling phase), segregation, isolation and design specifications.
 - ii. Taking effective measures, such as segregation, isolation, or the use of packaging to protect food from contamination by raw foods and nonfood items in the same load and not use Equipment that has previously carried cargo that might render the goods unsafe or adulterated.
 - iii. Taking effective measures such as segregation, isolation, or other protective measures, such as securing cargo, to protect food transported in bulk vehicles or food not completely enclosed by a container from contamination and cross-contact due to load shifting during transportation operations.
 - iv. Assuring that all required temperature-control devices are working properly at all times during transport. Carrier shall, upon delivery, if requested, provide the operating temperature specified by Shipper and demonstrate that it has maintained temperature conditions during the transportation operation consistent with the operating temperature specified by Shipper. Carrier shall immediately report to Shipper any indication of a possible material failure of temperature control or other conditions that may potentially render the food unsafe during transportation. Carrier shall not interfere with any temperature-monitoring device or mechanism required by Shipper.
 - v. Making note of any patent damage to goods or packaging upon receipt and any evidence of failure to comply with temperature requirements or other abuse that is evident without breaking packaging, e.g. missing temperature records or devices, out-of temperature trailers or storage devices, sensory evidence (odor, leakage, etc.)
- g. Other Use of Trailers. Carrier shall not use any trailer or other vehicle that has been used to transport pesticides, fungicides, insecticides, refuse, garbage, trash or solid or liquid waste of any kind whatsoever, whether hazardous or non-hazardous, or any toxic, noxious, odiferous, or bio-hazard substances. Carrier will identify any cargo previously carried in, and describe the most recent cleaning of, any bulk carriage Equipment.
- h. Shipper's Seals. On full truckload shipments that are loaded, counted and sealed by the Shipper, such seals shall not be broken or removed without authorization of Shipper, except when required by customs or other governmental agencies for the purposes of inspection and with appropriate re sealing which shall be recorded on the bill of lading or shipping document. Sealed truckload shipments delivered with unrecorded, missing or broken seals may be rejected by the consignee, in consignee's sole discretion, and such product will, at Shipper's direction, be destroyed or disposed of without any salvage.
- i. Food Security. Carrier further agrees and acknowledges that exposure of food and related products to possible contamination by foreign substances may render product worthless and/or unsuitable for its intended use. Any unexplained break in the chain of custody of goods tendered to Carrier for transportation may be rejected, in consignee's sole discretion, and such goods will, at Shipper's direction, be destroyed or disposed of without any salvage.
- j. Transfer of Product. On Full Truckload shipments, Carrier must inform Shipper and obtain its prior express approval if and when, for any reason whatever, it becomes necessary to transfer product from one trailer to another.

- k. Inspection. Carrier shall comply with Shipper's requests to inspect any Equipment as provided in the applicable Appendix. If requested by Shipper, cleaning of Equipment shall be performed and paid for by Carrier.
- l. Transfer of Sanitary Handling Responsibility. Carrier is responsible for providing Food Safety Responsibility training of carrier personnel engaged in Transportation Operations to a standard of personal hygiene and disease control to insure sanitary handling of food. Responsibility for sanitary handling may not be transferred among shipper, loader, carrier, or receiver without written consent from Shipper.
- m. Record Keeping. Carrier must retain records of written agreements, written procedures, and training, including (but not limited to) all records and written agreements assigning tasks to persons subject to the Sanitary Transportation rule, for 12 months after expiration or replacement of this agreement. Carrier agrees to make such records available to Shipper upon request and to comply with record retention and other recordkeeping requirements.

Carrier shall provide suitable equipment for the transportation of temperature control for safety (TCS) foods when requested, and with such equipment manned by drivers properly trained to handle such TCS foods. For all TCS foods, Carrier shall ensure that temperature control units are properly operating and maintained at all times, that temperature settings are correct and in accordance with Shipper's requirements as set forth on the shipping order or bill of lading, and that required temperatures are maintained throughout shipping. If temperature requirements are not set forth on shipping documents, Carrier shall request instructions prior to transporting the shipment. It is understood and agreed that if Carrier accepts goods and does not determine the temperature of the goods prior to loading, or does not provide proper equipment, or fails to maintain and monitor temperature requirements en route, Shipper or consignee may reject a load as a total loss, without any salvage obligation.

5. Receipts and Bills of Lading

- a. Bill of Lading or Receipt. Each shipment received by Carrier shall be evidenced by a bill of lading or receipt in a form agreed to by the parties, signed by Carrier showing the quantity and description of commodities, together with any pertinent shipping instructions. Such bill of lading or receipt shall be evidence of receipt of such commodities by Carrier in apparent good order and condition unless such commodities are not readily observable (contents and condition of contents of packages unknown) or as may be otherwise noted on the face of such receipt. However, the absence or loss of any such bill of lading or receipt shall not relieve Carrier of its obligations and responsibilities with respect to any services provided hereunder.
- b. Through Bill of Lading. Except for shipments originating in the Republic of Mexico, all bills of lading shall be "through bills of lading" from the origin to the destination shown on the bill of lading and Carrier shall be liable to Shipper for loss, damage or delay in accordance with the terms of this agreement regardless of any separate agreements entered into by Carrier with third parties. For shipments from Mexico to the United States, such shipments may move on a Mexican bill of lading to the United States/Mexican border, for subsequent delivery in the United States by Carrier, provided that if there shall be a conflict between the terms of any such Mexican bill of lading and this Agreement, the terms of this Agreement shall control.
- c. Delivery Receipt. Carrier shall obtain a proof of delivery ("POD") for all customer deliveries by notation on the bill of lading or a delivery receipt, signed, dated and time stamped by the consignee. Carrier agrees to provide copies of POD's to Shipper within 15 days of the date of delivery.
- d. Conflict Between Contract and Bill of Lading. The parties agree that the bill of lading or other form of receipt shall be used solely as a receipt for shipment and to identify the kind

and quantity of goods, place of pickup and delivery, shipper and consignee and other information as required by Shipper. It is understood and agreed that, in the event of a conflict between this Agreement and the bill of lading, delivery receipt, or other shipping documentation, the terms, conditions and provisions of this Agreement shall determine and govern the rights and obligations of the parties hereto, including among other things the applicable rates and charges and the liability of Carrier for cargo loss and damage.

6. Liability For Loss, Damage or Delay

- a. Common Carrier Liability. Carrier agrees that, in the transportation of all goods hereunder, it assumes the liability of a common carrier for actual loss to such goods, as provided in 49 U.S.C. Section 14706 (the "Carmack Amendment"). So long as Carrier is free from negligence, misconduct or breach of this Agreement (including Shipper's rules and procedures for loading, unloading and carriage) Carrier shall not be liable for any loss of, damage to, injury to, or delay in the delivery of goods (collectively, "Loss") caused by an act of God, the public enemy, the authority of law, the inherent vice of the goods, or the act or default of the shipper, except to the extent that the Carrier would, by exercise of normal diligence, avoid such Loss, it being understood that the burden to prove freedom from negligence is on the Carrier.
- b. In accordance with 49 U.S.C. §14101(b), the parties hereto expressly waive only those rights or remedies provided for under the Interstate Commerce Commission Termination Act (ICCTA) and related regulations including those set forth in Title 49 of the Code of Federal Regulations that are inconsistent or conflict with the rights and remedies set forth in this Agreement. All other rights and remedies contained therein are specifically reserved and incorporated by reference herein.
- c. Measure of Damages. The measure of damages for loss or damage shall be the destination invoice cost or, if no invoice cost is provided, destination market value.
- d. Mitigation of Damage. Carrier shall be liable for expenses Shipper reasonably incurs in of its efforts to mitigate Loss, including inspection, sorting, segregating and repackaging, etc.
- e. Non-Applicability of Tariffs. Irrespective of any provisions in Carrier's bills of lading, tariffs, service guides or similar publications, Carrier's liability for Loss shall be determined solely by the terms of this Agreement. Any attempts to limit Carrier's liability by tariff or other provisions incorporated by reference shall be deemed null and void.
- f. Limitation of Liability. Notwithstanding any other provision of this Agreement, in consideration of the rates agreed upon by the parties, Carrier's liability for Loss shall be limited to a maximum liability of \$100,000 for all of Shipper's shipments carried in any one van, trailer or container unless otherwise agreed to in writing prior to pick up of the shipment.
- g. Claims for Loss or Damage.
 - i. Filing Requirements. A written or electronic notice of claim to Carrier, containing facts sufficient to identify the shipment and that reasonably informs Carrier that loss, damage or delay has occurred shall constitute filing a claim.
 - ii. Processing. Claims shall be processed by Carrier in accordance with 49 CFR Part 370 (claim regulations), except that all claims shall be acknowledged within thirty (30) days and Carrier shall notify Shipper, in writing, of its decision to pay, settle or disallow such claim within ninety (90) days after such filing. Disallowances shall state a lawful reason for declining to accept responsibility for the claim, and shall be stated and signed by an authorized representative of Carrier, not its insurer.
 - iii. Time Limits: Claims for Loss or Damage. The time limit within which Shipper must file a claim against Carrier shall be nine (9) months from the date of delivery

or within nine (9) months of a reasonable time for delivery in the event of non-delivery.

iv. Time Limits: Suits for Loss or Damage. The time limit within which Shipper must institute suit against Carrier to recover on a claim filed pursuant to this Section shall be two years and a day from the date Shipper receives a written disallowance of such claim from Carrier.

h. Private Label: Salvage. In the event branded or labeled goods are damaged, Shipper may determine, in its sole discretion, whether the good may be salvaged, and if salvageable, the value of such salvage. Any salvage receipts shall be deducted from the amount of Shipper's claim against Carrier. Any salvage activity contrary to this provision may cause irreparable harm to Shipper; Shipper shall therefore be entitled to equitably relief, including injunction, to prevent such salvage activity.

7. Term and Termination.

a. Term. This Agreement shall be for an initial term of one (1) year(s) commencing on the Effective Date, and shall be automatically extended for additional one (1) year terms thereafter; subject, however, to the right of either party to terminate this Agreement at any time by giving at least thirty (30) days' prior written notice to the other party.

b. Termination for Cause. Notwithstanding the provisions of Section 8(i), this Agreement shall terminate in the event of the occurrence of any of the following: (i) at the election of Shipper based on failure of Carrier to perform any obligation under this Agreement, within five (5) days of written notice from Shipper; (ii) automatically upon the institution of any bankruptcy, insolvency or similar proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, which if involuntary, is consented to or not discharged within thirty (30) days after being instituted, or (iii) if the Carrier or any Third Party Carrier retained by Carrier is rated by the DOT as being "unsatisfactory".

c. General. Termination of this Agreement shall also terminate all Schedules to this Agreement at the same time. Upon such termination, all Goods in the possession of Carrier or any Third Party Carriers shall be immediately delivered or returned to Shipper at the Location(s) designated by Shipper. Notwithstanding any expiration or termination of this Agreement, the provisions of Sections 7 (Liability for Loss, Damage, Delay), 10 (Indemnification), 16 (Proprietary and Confidential Information), and any other provision which either expressly survives, or by its nature should survive such expiration or termination, shall survive expiration or termination.

8. Ownership of Goods: No Liens. All Goods accepted by Carrier or any Third Party Carrier under this Agreement shall remain the property of Shipper and ownership of said Goods shall not pass to Carrier or any Third Party Carrier under any circumstances. Carrier shall not claim any lien on the Goods, shall not encumber, lease, transfer, or otherwise dispose of any part of the Goods, and shall not refuse delivery of any Goods due to nonpayment.

9. Indemnification. To the fullest extent allowed by law, Carrier shall indemnify, defend and hold Shipper and its Related Parties (including their officers, directors, employees, subcontractors and agents) harmless from and against any and all liabilities, damages, fines, penalties, costs, claims, demands and expenses (including costs of defense, settlement, and reasonable attorneys' fees), including damage or destruction of any property, or injury (including death) to any person, arising out of or related to, directly or indirectly: (i) any negligent act or omission by Carrier, or its respective agents, employees, or contractors, (ii) any claims or actions by Carrier's employees, or (iii) the failure of Carrier, or its respective agents, employees or subcontractors to comply with this Agreement, the Schedules, or any Applicable Laws. The foregoing indemnification and agreement to hold harmless

shall not extend to the amount of any loss, damage, or injury resulting from the proven negligent or intentional wrongful acts or omissions of Shipper or its Related Parties.

10. Compliance with Law. Carrier (a) shall comply with all applicable federal, state and local laws, regulations, codes, ordinances, and governmental requirements (“Applicable Laws”) in connection with the services to be provided under this Agreement, and (b) are and shall be at all times during the term of this Agreement authorized motor, air, water, or rail carriers (as applicable) possessing all licenses, permits and registrations required by Applicable Laws for the provision of such services. Carrier shall, upon request, furnish copies to Shipper of all licenses and permits maintained by Carrier, and shall maintain such licenses and permits as required under the terms thereof, and by Applicable Laws. All Shipments tendered to Carrier shall contain all legally required documents and comply with all Applicable Laws. Carrier agrees to notify Shipper with each request for pickup if a Shipment contains any product that would subject Carrier to any special regulatory or other legal requirements, or require any licenses, permits, consent, registration, or the like, other than as customarily required for the transport of general commodities and any regulated products (including, without limitation, prescription medicines, chemicals and cleaning products), excluding Class 1.1, 1.2 and 1.3 explosives. Carrier represents that its DOT permit number and carrier (MC) number are as set forth on the signature page of this Agreement. Carrier hereby represents and warrants that it is duly incorporated and in good standing under the laws of its state of incorporation with full rights to sue and to be sued, and that it has all necessary corporate authority to enter into and to be bound by this Agreement.
11. Insurance. Carrier shall comply, during the term of this Agreement, with all applicable rules and regulations of the Surface Transportation Board, the Federal Railroad Administration, the DOT and the states through which it travels regarding the filing and approval of any surety bonds or policies of insurance. Carrier shall also maintain during the term of this Agreement at least the following insurance coverages:
- a. Commercial general liability insurance, including contractual liability coverage, for bodily injury and death and property damage in the total amount of Two Million Dollars (\$2,000,000.00 U.S. Funds), combined single-limit per occurrence;
 - b. Motor cargo insurance in the amount of One Hundred Thousand Dollars (\$100,000.00) U.S. funds per shipment for each accident;
 - c. Statutory workers’ compensation insurance in compliance with the applicable laws of the state or states or other governmental authority in which services are performed hereunder plus employer’s liability insurance of not less than \$1,000,000 per occurrence. The cargo insurance policy shall not exclude coverage for loss from an unattended vehicle or from a trailer detached from the power unit, breakdown or failure of mechanical refrigeration equipment, transportation of food products, infidelity, theft or other criminal act of the employees or agent of Carrier or the Third Party Carrier. If said policies contain such exclusions, Carrier shall obtain and furnish a policy extension or endorsement providing such coverage to the satisfaction of Shipper; and,
 - d. Automobile liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00 U.S. Funds) per accident;
 - e. Umbrella policy in the minimum amount of One Million Dollars (\$1,000,000.00 U.S. Funds) per accident;
 - f. Such other additional insurance as Shipper’s Risk Management Department may require for fulfillment of Carrier’s duties hereunder from time to time, or as may be specified in the applicable Schedules.

Carrier shall provide Shipper with certificate(s) of insurance, endorsed by an authorized representative of the insurance carrier, naming Shipper (and/or its designated Related Parties) as additional insured and loss payee (except for the statutory workers' compensation insurance) prior to commencement of the services hereunder. Carrier shall provide for no less than thirty (30) days' notice to Shipper in the event of cancellation or non-renewal of insurance. All insurance must be placed with insurance carriers having an AM Best rating of at least A-, VII and who are licensed to do business in all jurisdictions where services will be provided under this Agreement. All of Carrier's and its subcontractor's insurance policies shall provide primary coverage, and shall be non-contributory with any separate insurance maintained by Shipper. Carrier shall bear any losses within insurance deductibles or self-insured retention amounts. All liability insurance policies shall be written on an occurrence basis.

In the event of any change in insurance requirements by Shipper, Shipper shall provide Carrier with thirty (30) days' notice. Carrier shall comply, and shall cause its subcontractors to comply, with such additional insurance requirements and provide updated certificates of insurance evidencing such compliance within said thirty (30) day period. If Carrier is self-insured, it shall provide evidence of such, including proof of acceptance of self-insurance status by the DOT pursuant to 49 C.F.R. § 387.309. It is expressly understood that Shipper does not represent that the types or minimum limits of insurance set forth herein are adequate to protect Carrier's, subcontractor's or Shipper's interest nor shall such limits be deemed a limit on Carrier's liability hereunder.

12. Independent Carrier Status. The parties acknowledge and agree that Carrier shall be deemed an independent Carrier for all purposes including taxes and nothing herein shall be construed to be inconsistent with such relationship or status. Neither party shall be the agent of the other for any purpose whatsoever, nor shall either party have power or authority to make or give any promise, warranty or representation, to execute any contract or otherwise create, issue or assume any liability, obligation or commitment in the name of or on behalf of the other party, except to the extent specifically authorized in writing by the other party.
13. Brokering: Carrier agrees not to hire, directly or indirectly, third party carriers to transport shipments hereunder. In the event that Shipper learns that one or more shipment(s) have been handled by third party carriers, Shipper shall have the right, without breach of this Agreement, to withhold from payment to Carrier any amounts otherwise payable with respect to such shipments until Carrier documents, to Shipper's reasonable satisfaction, that the third party carriers have been paid in full. In addition, Carrier shall, at Shipper's request, provide assurances that any shipments hereunder have not been transported via third party carriers and shall, upon request, provide all records in Carrier's possession of shipments by, amounts owed, and payments to third party carriers used in violation of the terms of this Agreement.
14. Entire Agreement. This Agreement and any Schedules executed by Shipper and Carrier which reference this Agreement constitute the entire agreement between the parties with respect to the subject matter of this Agreement, and shall supersede all prior agreements between Carrier and Shipper and between Shipper and any Third Party Carrier with regard to such subject matter. No published tariff, circular, schedule of rates or services, or other similar document of Carrier or any Third Party Carrier shall be binding on Shipper and nor shall apply to the services under this Agreement, except to the extent expressly set forth in this Agreement.
15. Proprietary and Confidential Information. Any procedures, manuals, management information systems, software or computer hardware provided by either party to the other for use in connection with this Agreement are deemed proprietary and shall remain the sole and exclusive property of the provider. No use or access granted under this Agreement, nor the assessment of any charges, will afford the other party any license or ownership rights therein. Each party agrees to maintain in confidence the proprietary and confidential information of the other ("Information"), including any Information regarding any part of this Agreement or any amendments, attachments or schedules hereto, and shall

not sell, publish, display, reverse engineer, use for its own purposes or in any way make available to any third party, any of such Information in whatever form or reproduction, without the prior written consent of the other, and shall disclose such Information only to its employees and contractors that require such information for purposes of performing such party's duties under this Agreement and are bound by obligations of confidentiality with respect to such information substantially the same as such party's obligations under this Section 15. The foregoing obligations of confidentiality shall not apply to any information that (a) is received from a third party that is not bound by a similar obligation of confidentiality; (b) is developed independently without the use of confidential Information; or (c) is or becomes public knowledge through no fault of the recipient.

In the event that the a party is required, by order, subpoena or otherwise, by a government authority having such power, to disclose the other party's Information, such party shall: (i) notify the disclosing party of the prospective disclosure as soon as practicable, (ii) cooperate with the disclosing party, as appropriate, in seeking such protective orders or relief from such disclosure as may be available, (iii) request the highest level of confidentiality available for such information under the terms of the production order and any protective order applicable, and (iv) maintain the confidentiality of such Information in accordance with the terms hereof to the fullest extent practicable under the circumstances. Disclosure in accordance with this paragraph shall not, by itself, vitiate the status of such information as Information.

16. Record Retention. Carrier agrees to retain a copies of this Agreement and all Schedules executed pursuant to this Agreement for not less than three (3) years after termination of this Agreement, and all shipping documents for not less than three (3) years after the movement of the shipment, or in each case, the maximum period required by law, whichever is longer. Carrier shall make such records available for inspection and copying by Shipper's representatives during regular business hours and upon reasonable prior notice, at a location within the continental United States.
17. Governing Law. This Agreement shall be interpreted in accordance with the laws of the State of California without regard to conflict of law principles.
18. Force Majeure. Neither party shall be deemed to be in default of its obligations hereunder (other than the obligation to make payments) to the extent any delay in its performance is caused by or is the result of factors beyond its reasonable control, including, but not limited to, fire, explosion, accident, riot, flood, drought, storm, earthquake, lightning, frost, civil commotion, sabotage, vandalism, smoke, hail, embargo, act of God or of a public enemy, other casualty, strike or lockout, (collectively, an event of "Force Majeure"). Upon the occurrence of an event of Force Majeure that prevents Carrier from providing the services contemplated herein or otherwise performing its obligations hereunder, and without limiting Shipper's other rights hereunder to use alternative carriers, Shipper shall have the right to utilize carriers from any available alternate source until such time as Carrier is again able to provide services. Without limiting any rights a party may otherwise have hereunder to terminate this Agreement, if either party is unable to perform its obligations under this Agreement for thirty (30) consecutive days or more due to an event of Force Majeure, either party may terminate this Agreement by delivery of a written notice to such affect to the other party. In the event of any such termination of obligations hereunder due to an event of Force Majeure, neither party shall be liable for any damages to the other party resulting solely from such non-delivery or termination.
19. Non-Exclusivity; No Volume Commitment. The parties acknowledge that Shipper may retain other carriers to perform transportation services on its behalf and that it has retained Carrier on a non-exclusive basis hereunder. This Agreement does not obligate Shipper to use Carrier for any minimum number or volume of shipments or for any particular routes, except as may be otherwise expressly provided in any Schedule approved by Shipper.
20. Assignments; Third Party Beneficiaries. Shipper shall have the unrestricted right to transfer and assign all or any part of its interest in this Agreement to any entity: (i) that is a parent, subsidiary, or affiliate of

Shipper (each, a "Related Party"), (ii) acquiring all or substantially all of the assets or stock of Shipper; or (ii) surviving a merger with or resulting from a reorganization of Shipper. Any Related Parties entering into Schedules referencing this Agreement, or succeeding to any of Shipper's rights or interests under this Agreement, shall be deemed third party beneficiaries of this Agreement and shall have the nonexclusive right, in common with Shipper, to enforce the terms and provisions of this Agreement. If Shipper assigns this Agreement in whole or in part to any Related Party, then Shipper shall be automatically released from liability to Carrier for any obligations of Shipper under this Agreement which are assumed in writing by such Related Party. Except as provided herein relative to Third Party Carriers, Carrier shall not assign this Agreement, or subcontract or delegate its duties, and no attempted assignment shall be effective, without the prior written consent of Shipper. Carrier shall require any Third Party Carrier to agree in writing to be bound by the terms and conditions of this Agreement for the benefit of Shipper, including without limitation those relating to indemnification and insurance, to look solely to Carrier for payment of any amounts due for services rendered under any agreement with Carrier, and to waive any claim against Shipper or Shipper's consignees for unpaid transportation charges.

21. Use of Shipper's Name. Carrier shall not reference Shipper in any press releases, advertisements, trade shows, posters, reference lists, or similar public announcements, without Shipper's written permission. The preceding sentence shall not prevent Carrier from making reference to Shipper in any required government filings.
22. Notices. Any and all notices, claims, certificates, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be delivered to the Party entitled to receive the same by hand or U.S. Mail, addressed as follows:

If to Shipper:

Albertsons Companies, LLC
250 E Parkcenter Blvd.
Boise, ID 83706

Attention: Thomas D. Nartker

If to Carrier:

Krujex Freight Transport Corp.
13215-C8 Se Mill Plain Blvd, #112
Vancouver, WA 98684

Attention: Cornel Visan

23. Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by a written agreement executed by the parties hereto. In the event any bill of lading or similar shipping document is utilized in connection with any shipment hereunder, such document shall serve as a receipt only and any terms and conditions contained in any such document which conflict or are inconsistent with the terms and conditions of this Agreement and any applicable Schedules shall be deemed null and void.
24. Waivers and Consents. The terms and provisions of this Agreement (or rights accruing thereunder) may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given.

25. No Waiver of Rights, Powers and Remedies. No failure or delay by a party hereto in exercising any right, power or remedy under this Agreement, and no course of dealing between the parties hereto, shall operate as a waiver of any such right, power or remedy of the party. No single or partial exercise of any right, power or remedy under this Agreement by a party hereto, nor any abandonment or discontinuance of steps to enforce any such right, power or remedy, shall preclude such party from any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The election of any remedy by a party hereto shall not constitute a waiver of the right of such party to pursue other available remedies.
26. Severability. The invalidity or unenforceability of one provision of this Agreement will not affect the validity or enforceability of the other provisions.
27. Interpretation. The captions and headings in this Agreement are inserted only as a matter of convenience, and do not in any way define, limit or describe the scope or intent of this Agreement. Any reference in this Agreement to a section or subsection shall refer to such section or subsection of this Agreement, unless expressly provided otherwise.
28. Construction. This Agreement has been negotiated at arms' length, with each party having the opportunity to be represented by counsel, and therefore should a dispute arise concerning the meaning of any provision of this Agreement there shall be no presumption that such provision shall be construed against the party that drafted this Agreement.
29. Dispute Resolution.
- a. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws of the United States or, alternatively, and depending on jurisdiction, the laws of the State of California. The parties hereby submit to jurisdiction and venue in the United States Federal District Court for the Northern District of California, or as applicable depending upon jurisdiction, the Superior Court in and for the County of Alameda ("Pleasanton District"), California.
 - b. Initially, and as soon as practicable, meet and confer with each other in order to reach, to the extent possible, voluntarily resolution of said dispute by giving written notice to the other designating any officer or manager with appropriate authority to be its representative in negotiations relating to the dispute. Upon receipt of such notice, the other party shall within five (5) business days, give notice to the first Party, designating an officer or manager with similar authority. The designated persons shall, promptly following whatever investigation each deems appropriate but in no event later than twenty (20) days after notice by the secured Party, enter into discussions concerning the dispute. The parties shall arrange for a meeting at a time and place mutually acceptable to both parties. For purposes of this Section 29(ii) the designated persons shall be referred to as the "Representatives."
 - c. Non-admissibility and Confidentiality. The meet and confer process described herein shall be conducted under the provisions of California Evidence Code §§1152 and 1152.5 or any other similar statute or rule providing that evidence may not be introduced at any later proceeding of any communication, statement, document, expert opinion, expert report or offer to compromise unless such was made, provided or disclosed outside of, and not in connection with, Section 29. All communications, statements, documents, expert opinions, expert reports or offers to compromise are confidential and may not be disclosed without written consent of the party making the statement or offering the information.
 - d. Statute of Limitations. Delivery of any Demand Notice described above, as well as participation by the parties in the procedures described herein, shall toll all applicable statutes of limitations until the negotiation described in Section 29(ii) shall have occurred and

mediation or arbitration, if any, is completed. The parties will take appropriate action, if any, required to effectuate such tolling.

30. Counterparts. This Agreement may be executed in one or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
31. No Offer. The submission of this Agreement for examination and negotiation does not constitute an offer to enter into an agreement, and this Agreement shall not be binding on any party until it is executed and delivered by each party to this Agreement.
32. Exhibits and Addenda. The following Exhibits and Addenda are attached to and incorporated by reference in this Agreement:

[LIST ATTACHED EXHIBITS AND ADDENDA HERE]

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the Effective Date.

Carrier:

Krajex Freight Transport Corp.

By: Cornelia Visan

Printed Name: CORNELIA VISAN

Title: PRESIDENT

Date: 7-21-2017

ADDRESS: 13215-C8 SE Mill Plain Blvd, #112, Vancouver, WA 98684

FAX: 360-524-3981

Carrier DOT #: DOT 2314662

Carrier MC #: MC 790202

Shipper:

ALBERTSONS COMPANIES

By: Thomas D. Nartker

Printed Name: Tom Nartker

Title: VP of Transportation

Date: 7-24-2017

ADDRESS: ALBERTSONS COMPANIES

Attn: Vice President of Transportation

250 E Parkcenter Blvd

Boise, ID 83706

FAX: (208) 395-6262

With copy to: ALBERTSONS COMPANIES

Attn: Legal Department

250 E Parkcenter Blvd

Boise, ID 83706

Fax: (208) 395 4403

Working together to be the *favorite local supermarket*

Acme · Amigos · Bardalls · Vons · Star Market · Albertsons · Safeway · Tom Thumb · United Supermarkets · Pak 'n Save
Jewel-Osco · Gorm · Super Saver · Albertsons Market · Star · Market Street · United Express · Lucky · Eagle · Pavilions

Detailed Crash Report as of 4/26/2019

CARRIER INFORMATION

Carrier Name: Krujex Freight Transport Corp
 U.S. DOT#: 2314662
 Carrier Address: 13215-C8 Se Mill Plain Blvd #112
 Vancouver, WA 98684
 State Census#:

CRASH INFORMATION

of Fatalities: 4
 # of Injuries: 2
 Towaway: Yes
 # of Vehicles in Crash: 7

LOCATION

Crash Date & Time: 6/16/2018 2332
 Location: I 84
 City: BOISE
 County: ADA
 Crash State: ID

REPORTING DATA

Report State: ID
 Report #: ID18C4919240
 Reporting Agency: IDAHO STATE POLICE DIST 3 BOISE
 Officer Badge #: 4013
 Federally Recordable: Yes
 State Recordable: Yes

CRASH ENVIRONMENT

Roadway Trafficway: One-Way Trafficway, Not Divided
 Road Access Control: Partial Access Control
 Road Surface Condition: Dry

Weather Condition: No Adverse Conditions
 Light Condition: Dark - Not Lighted

DRIVER INFORMATION

Age: 43
 License State: NY

Citation Issued: No
 Valid License: Yes

VEHICLE INFORMATION

Identification

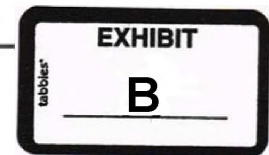
VIN: 1GRAA0621FW701488

Hazardous Materials

HM Placards: No

Vehicle Type

Vehicle Configuration: Tractor/Semi-Trailer



ALBERTSONS00208

6/3/2019

Safety Measurement System - Crash Indicator BASIC (U.S. DOT# 2314662)

Plate Number: YAIU484

Release of Cargo: No

Cargo Body Type: Van/Enclosed Box

Plate State: OR

Gross Vehicle Weight Range: More Than 26,000 Pounds



**KRUJEX FREIGHT
TRANSPORT CORP**

U.S. DOT#: 2314662
Address: 5681 SOUTHEAST 29TH
TERRACE
GRESHAM, OR 97080
Number of Vehicles: 1
Number of Drivers: 3
Number of Inspections: 12

**Safety Rating & OOS
Rates**

(As of 04/17/2019 updated daily
from SAFER)

CONDITIONAL
(Rating Date: 08/21/2018)

Out of Service Rates

Type	OOS %	National Avg %
Vehicle	16.7	20.7
Driver	8.3	5.5
Hazmat		4.5

Licensing and Insurance








(As of 04/17/2019 updated hourly
from L&I)

Active For-Hire Authority		
Type	Yes/No	MC#/MX#
Property	Yes	MC-790202
Passenger	No	
Household Goods	No	
Broker	No	

BASIC Status (Public Property Carrier View) ?

Behavior Analysis & Safety Improvement Categories (BASICS)

Based on a 24-month record ending March 29, 2019

 Unsafe Driving	 Crash Indicator Not Public	 Hours-of-Service Compliance	 Vehicle Maintenance	 Controlled Substances and Alcohol	 Not Public Hazardous Materials Compliance	 Driver Fitness
--	---	---	---	--	--	--

On-Road Performance

5 Measure	NOT PUBLIC	1.33 Measure	4.27 Measure	0 Measure	NOT PUBLIC	0.09 Measure
--------------	-----------------------	-----------------	-----------------	--------------	-----------------------	-----------------

On-Road Performance Detail

Driver Inspections with Unsafe Driving Violations: 1 Safety Event Group: No Safety Event Grouping Avg. PU x UF: 2 Segment: Combination Carrier	NOT PUBLIC	Driver Inspections: 12 with HOS Compliance Violations: 2 Safety Event Group: 11-20 relevant driver inspections	Vehicle Inspections: 6 with Vehicle Maint. Violations: 4 Safety Event Group: 5-10 relevant vehicle inspections	Driver Inspections: 12 with Drugs/Alcohol Violations: 0 Safety Event Group: No Safety Event Grouping	NOT PUBLIC	Driver Inspections: 12 with Driver Fitness Violations: 1 Safety Event Group: 11-20 relevant driver inspections
---	-----------------------	---	---	---	-----------------------	---



ALBERTSONS00210

Investigation Results

No Acute/Critical
Violations
Discovered

N/A



Acute/Critical
Violations
Discovered

No Acute/Critical
Violations
Discovered

No Acute/Critical
Violations
Discovered

NOT
PUBLIC



Acute/Critical
Violations
Discovered

Select a BASIC icon above to get details, or view your [Complete SMS Profile](#).

VIOLATION SUMMARY

Violations: 12

Violations	Description	# Violations	# OOS Violations	Violation Severity Weight	BASIC
392.2-INAT	Inattentive Driving	1	0	5	Unsafe Driving
395.3(a)(3)(ii)	Driving beyond 8 hour limit since the end of the last off duty or sleeper period of at least 30 minutes	1	0	7	HOS Compliance
395.8A-ELD	ELD - No record of duty status (ELD Required)	1	1	5	HOS Compliance
391.41A-F	Operating a property-carrying vehicle without possessing a valid medical certificate.	1	0	1	Driver Fitness
393.11	No or defective lighting devices or reflective material as required	1	0	3	Vehicle Maint.
393.55(d)(3)	No or Defective ABS Malfunction Indicator for towed vehicles on vehicles manufactured after February 2001	1	0	4	Vehicle Maint.
393.55(e)	No or Defective ABS Malfunction Indicator Lamp for trailer manufactured after 03/01/1998	2	0	4	Vehicle Maint.
393.9	Inoperable Required Lamp	1	0	2	Vehicle Maint.
396.3(a)(1)	Inspection, repair and maintenance of parts & accessories	2	0	2	Vehicle Maint.
396.3A1BL	Brake system pressure loss	1	1	4	Vehicle Maint.

INSPECTION HISTORY

Total Inspections: 12

Report			Vehicle			Measure	
<u>Inspection Date</u>	Number	State	Plate Number	Plate State	Type	Severity Weight (SW)	Time Weight (TiW)
3/11/2019	IL3976530080	IL	YAIY353	OR	TRUCK TRACTOR		3
10/13/2018	WAS64B067269	WA	2727543	IN	TRUCK TRACTOR		3
Vehicle Maint. Violation: 393.55(d)(3) No or Defective ABS Malfunction Indicator for towed vehicles on vehicles manufactured after February 2001						4	
6/19/2018	ID3100006357	ID	YAIU484	OR	TRUCK TRACTOR		2
Unsafe Driving Violation: 392.2-INAT Inattentive Driving						5	
HOS Compliance Violation: 395.8A-ELD ELD - No record of duty status (ELD Required) (OOS)						5 + 2 (OOS)	
5/23/2018	WAW709006750	WA	2623616	IN	TRUCK TRACTOR		2
Driver Fitness Violation: 391.41A-F Operating a property-carrying vehicle without possessing a valid medical certificate.						1	
5/22/2018	UT18PD000327	UT	R102458	TX	TRUCK TRACTOR		2
Vehicle Maint. Violation: 393.55(e) No or Defective ABS Malfunction Indicator Lamp for trailer manufactured after 03/01/1998						4	
Vehicle Maint. Violation: 396.3(a)(1) Inspection, repair and maintenance of parts & accessories						2	
Vehicle Maint. Violation: 396.3A1BL Brake system pressure loss (OOS)						4 + 2 (OOS)	

ALBERTSONS00211

Report			Vehicle			Measure	
<u>Inspection Date</u>	Number	State	Plate Number	Plate State	Type	Severity Weight (SW)	Time Weight (TiW)
5/17/2018	ORAANW000178	OR	2623616	IN	TRUCK TRACTOR		2
HOS Compliance Violation: 395.3(a)(3)(ii) Driving beyond 8 hour limit since the end of the last off duty or sleeper period of at least 30 minutes						7	
4/22/2018	MTF663001946	MT	50436RP	WA	TRUCK TRACTOR		2
3/16/2018	OH3250003626	OH	50436RP	WA	TRUCK TRACTOR		1
2/2/2018	MTF663001686	MT	50436RP	WA	TRUCK TRACTOR		1
12/28/2017	WAW512003142	WA	50436RP	WA	TRUCK TRACTOR		1
Vehicle Maint. Violation: 393.11 No or defective lighting devices or reflective material as required						3	
11/5/2017	WAW425000029	WA	2360413	IN	TRUCK TRACTOR		1
7/28/2017	NYSPPWA010808	NY	50436RP	WA	TRUCK TRACTOR		1
Vehicle Maint. Violation: 393.55(e) No or Defective ABS Malfunction Indicator Lamp for trailer manufactured after 03/01/1998						4	
Vehicle Maint. Violation: 393.9 Inoperable Required Lamp						2	
Vehicle Maint. Violation: 396.3(a)(1) Inspection, repair and maintenance of parts & accessories						2	

CRASH ACTIVITY DETAIL (VEHICLES INVOLVED IN CRASHES)

Number of Crashes: 1

Report			Vehicle		Crash				Measure = Sum of the Total Weight (TotW)		
<u>Date</u>	Number	State	Plate Number	Plate State	Fatal	Inj.	Tow.	HM	Severity Weight (SW)	Time Weight (TiW)	Total Weight (TotW)
6/16/2018	ID18C4919240	ID	YAIU484	OR	4	2	Yes	No	2	2	4

INVESTIGATION RESULTS

Acute/Critical Violations: 4

<u>Investigation Date</u>	Investigation	Violation	Description	BASIC
7/18/2018	Compliance Review	395.8(a)(1)	Failing to require a driver to prepare a record of duty status using appropriate method (critical)	HOS Compliance
7/18/2018	Compliance Review	395.8(e)(1)	Making, or permitting a driver to make, a false report regarding duty status (critical)	HOS Compliance
7/18/2018	Compliance Review	391.51(b)(2)	Failing to maintain inquiries into driver's driving record in driver's qualification file	Driver Fitness
7/18/2018	Compliance Review	391.51(b)(7)	Failing to maintain medical examiner's certificate in driver's qualification file	Driver Fitness

Summary of Activities

The summary includes information on the 5 most recent investigations and 24 months of inspections and crash history.

Most Recent Investigation: 7/18/2018

(Compliance Review) 

Total Inspections: 12

Total Inspections without

Violations used in SMS: 5

Total Inspections with

Violations used in SMS: 7

Total Crashes* : 1

*Crashes listed represent a motor carrier's involvement in reportable crashes, regardless of the carrier's or

Carrier Registration**Flags**

Subject to General Threshold

Enforcement Cases

(Six years as of 04/17/2019 updated monthly from FMCSA)

CLOSED DATE CASE #

9/28/2018 OR-2018-4110-US1664

driver's role in the crash. [Continue for details.](#)




Acute/Critical Violations cited within last 12 months from an investigation.


USE OF SMS DATA/INFORMATION

FAST Act of 2015:

Readers should not draw conclusions about a carrier's overall safety condition simply based on the data displayed in this system. Unless a motor carrier has received an UNSATISFACTORY safety rating under part 385 of title 49, Code of Federal Regulations, or has otherwise been ordered to discontinue operations by the Federal Motor Carrier Safety Administration, it is authorized to operate on the Nation's roadways.

Safety Measurement System:

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

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

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

SAFER Layout

Query Result
Information USDOT Number MC/MX Number Name

SAFER Table Enter Value: 2314662

SAFER Table
SAFER Table
Layout

Search

Company Snapshot
KRUJEX FREIGHT TRANSPORT CORP
USDOT Number: 2314662

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

Carriers: If you would like to update the following ID/Operations information, please complete and submit form [MCS-150](#) which can be obtained [online](#) or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's [DataQs](#) system.

Carrier and other users: FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance than what is captured in the Company Snapshot. To obtain a CSP please visit the [CSP order page](#) or call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to [SAFER General Help](#).

The information below reflects the content of the FMCSA management information systems as of 07/25/2018.

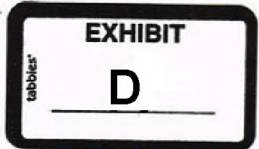
Other Information Options for this carrier

Carrier Information

Other Information for this Carrier

[SMS Results](#)
[Licensing & Insurance](#)

SAFER Layout			
Entity Type:	CARRIER		
Operating Status:	AUTHORIZED FOR Property	Out of Service Date:	None
Legal Name:	KRUJEX FREIGHT TRANSPORT CORP		
DBA Name:			
Physical Address:	5681 SOUTHEAST 29TH TERRACE GRESHAM, OR 97080		
Phone:	(360) 524-3887		
Mailing Address:	13215-C8 SE MILL PLAIN BLVD #112 VANCOUVER, WA 98684		
USDOT Number:	2314662	State Carrier ID Number:	
MC/MX/FF Number(s):	MC-790202	DUNS Number:	--
Power Units:	1	Drivers:	3
MCS-150 Form Date:	07/13/2018	MCS-150 Mileage (Year):	107,741 (2016)
Operation Classification:			
Operation Classification			
SAFER Layout	SAFER Layout	SAFER Layout	
X Auth. For Hire	Priv. Pass.(Non-business)	State Gov't	
X Exempt For Hire	Migrant	Local Gov't	
Private(Property)	U.S. Mail	Indian Nation	
Priv. Pass. (Business)	Fed. Gov't		
Carrier Operation:			
Carrier Operation			
SAFER Layout	SAFER Layout	SAFER Layout	
X Interstate	Intrastate Only (HM)	Intrastate Only (Non-HM)	



Cargo Carried:

Cargo Carried					
SAFER Layout		SAFER Layout		SAFER Layout	
X	General Freight	Liquids/Gases		Chemicals	
	Household Goods	Intermodal Cont.	X	Commodities Dry Bulk	
	Metal: sheets, coils, rolls	Passengers		Refrigerated Food	
	Motor Vehicles	Oilfield Equipment	X	Beverages	
	Drive/Tow away	Livestock		Paper Products	
	Logs, Poles, Beams.	Grain, Feed, Hay		Utilities	
	Lumber	Coal/Coke		Agricultural/Farm Supplies	
	Building Materials	Meat		Construction	
	Mobile Homes	Garbage/Refuse		Water Well	
	Machinery, Large Objects	US Mail			
	Fresh Produce				

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

US Inspection results for 24 months prior to: 07/25/2018

Total Inspections: 12
Total IEP Inspections: 0

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [Inspections Help](#) for further information.

Inspections:

Inspection Type	Vehicle	Driver	Hazmat	IEP
Inspections	5	12	0	0
Out of Service	1	2	0	0
Out of Service %	20%	16.7%	%	0%
Nat'l Average % (2009- 2010)	20.72%	5.51%	4.50%	N/A

Crashes reported to FMCSA by states for 24 months prior to: 07/25/2018

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes:

Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

Canadian Inspection results for 24 months prior to: 07/25/2018

Total inspections: 0

Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

Inspections:

Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 07/25/2018

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes:

Type	Fatal	Injury	Tow	Total

Crashes	0	0	0	0
----------------	---	---	---	---

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.

Carrier Safety Rating:

The rating below is current as of: 07/25/2018

Review Information:

Review Information			
Rating Date:	None	Review Date:	07/18/2018
Rating:	None	Type:	Compliance Review

[SAFER Home](#) | [Feedback](#) | [Privacy Policy](#) | [USA.gov](#) | [Freedom of Information Act \(FOIA\)](#) | [Accessibility](#) | [OIG Hotline](#) | [Web Policies and Important Links](#) | [Plug-ins](#)

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

USDOT Number: MC/MX Number: Name:

Enter Value: 780202

Company Snapshot

KRUEJEX FREIGHT TRANSPORT CORP
USDOT Number: 2314862

ID Operations | Inspections/Crashes in US | Inspections/Crashes in Canada | Safety Rating

Caution: If you would like to update the following ID Operations information, please complete and submit form MCS-150 which can be obtained online from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's [DataFix](#) system.

Carrier and other users: FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance than what is reported in the Company Snapshot. To obtain a CSP please visit the [CSP request page](#), or call (800)832-5968 or (703)340-4001 (Fee Required).

For help on the exploration of individual data fields, click on any field name or for help of a general nature go to [SAFER General Help](#)

The information below reflects the content of the FMCSA management information systems as of 11/28/2017.

Other Information for this Carrier

- BUS/Trucks
- Lumper & Insurance

Company Name:	KRUEJEX	
Operating Status:	Authorized For Property	Overall Safety Rating: None
Legal Name:	KRUEJEX FREIGHT TRANSPORT CORP	
DBA Name:		
Physical Address:	19218-02 BIR MALL PLAIN BLVD #11 VANCOUVER, WA 98048	
Phone:	(360) 524-3997	
Mailing Address:	19218-02 BIR MALL PLAIN BLVD #11 VANCOUVER, WA 98048	
USDOT Number:	2314862	State Carrier ID Number:
MC/MX Number:	MC780202	MCX Number:
Power Units:	4	DRIVERS:
MC/MSR Firm Code:	MC092017	MC/MSR Message (Text): 197,741 (2016)
See Also Classifications:	<input type="checkbox"/> Auto. For Hire <input type="checkbox"/> Equip. For Hire <input type="checkbox"/> Private (Property) <input type="checkbox"/> Pub. Pass (Business) <input type="checkbox"/> Prop. Trans. (Interstate) <input type="checkbox"/> Migrant <input type="checkbox"/> U.S. Mail <input type="checkbox"/> Fed. Govt.	
Carrier Operating:	<input checked="" type="checkbox"/> Interstate <input type="checkbox"/> Intrastate Only (2016) <input type="checkbox"/> Intrastate Only (New-Id)	
Carrier Carried:	<input checked="" type="checkbox"/> General Freight <input type="checkbox"/> Household Goods <input type="checkbox"/> Motor, Vehicle, coils, rolls <input type="checkbox"/> Motor Vehicles <input type="checkbox"/> Drive/Tow away <input type="checkbox"/> Logs, Poles, Beams <input type="checkbox"/> Lumber <input type="checkbox"/> Building Materials <input type="checkbox"/> Machinery, Large <input type="checkbox"/> Oil/Gas <input type="checkbox"/> Farm Products <input type="checkbox"/> Liquids/Gases <input type="checkbox"/> Intermodal Containers <input type="checkbox"/> Passengers <input type="checkbox"/> Off-Highway Equipment <input type="checkbox"/> Livestock <input type="checkbox"/> Grain, Feed, Hay <input type="checkbox"/> Coal/Coke <input checked="" type="checkbox"/> Waste <input type="checkbox"/> Garbage/Refuse <input type="checkbox"/> US Mail <input type="checkbox"/> Chemicals <input checked="" type="checkbox"/> Construction Dry Bulk <input type="checkbox"/> Refrigerated Fluid <input type="checkbox"/> Sewage/Solids <input checked="" type="checkbox"/> Paper Products <input type="checkbox"/> Rubble <input type="checkbox"/> Agricultural/Perishables <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Water/Wall	

ID Operations | Inspections/Crashes in US | Inspections/Crashes in Canada | Safety Rating

US Inspection results for 24 months prior to: 11/28/2017

Total Inspections: 5
Total RSP Inspections: 0

Note: Total inspections may be less than the sum of levels, driver, and hazard inspections. Go to [transportation](#) for further information.

Inspection Type	Inspections			
	Vehicle	Driver	Hazard	RSP
Inspections	2	4	0	0
Out of Service %	0%	33.3%	N/A	0%
Best Average % (2008-2013)	20.72%	5.51%	4.96%	N/A

11/30/2017

SAFER Web - Company Snapshot KRUIJEX FREIGHT TRANSPORT CORP

Crashes reported to FMCSA by states for 24 months prior to: 11/28/2017

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes					
Type	Fatal	Injury	Low	Total	
Crashes	0	0	0	0	0

IDI Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

CSA/IDM Inspection results for 24 months prior to: 11/28/2017

Total Inspections: 0

Note: Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspection History](#) for further information.

Inspections		
Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

Crashes results for 24 months prior to: 11/28/2017

Note: Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes				
Type	Fatal	Injury	Low	Total
Crashes	0	0	0	0

IDI Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

The Federal safety rating does not necessarily reflect the safety of the carrier when operating in interstate commerce.

Carrier Safety Rating

The rating below is current as of: 11/28/2017

Review Information:

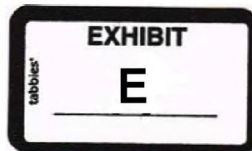
Rating Date	Name	Review Date	Access
Rating:	None	Type:	None

SAFER Home | Feedback | Privacy Policy | USA.gov | Freedom of Information Act (FOIA) | Accessibility | OIG Hotline | Web Policies and Important Links | Plugins

Federal Motor Carrier Safety Administration

1200 New Jersey Avenue SE, Washington, DC 20590 • 1-800-430-9960 • TTY: 1-425-877-4330 • Fax: Office Contacts

<https://safer.fmsa.dcl.gov/query.asp>

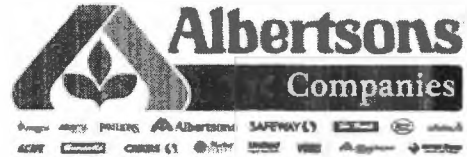


NOV 30 2017
202
[Signature]

ALBERTSONS00223

CARRIER SURVEY

Thank you for your interest in becoming an Asset Carrier for Albertsons Companies. Please complete the document in its entirety; accurate information will permit us to use your services most effectively.



CONTACT INFORMATION		
Company Full Name KRUJEX FREIGHT TRANSPORT CORP.		
Street Address 13215-C8 SE MILL PLAIN BLVD #112		
City VANCOUVER	State WA	ZIP 98684
Phone 360-524-3887	Fax 360-524-3981	
Principle Name CORNEL VISAN		
Title PRESIDENT		
Street Address (if different from Company address)		
City	State	ZIP
Company Headquarters Location		
REGISTERED NUMBERS		
SCAC Code KJXF	Site http://www.nmfta.org/Pages/Scac.aspx	
Common Carrier MC # 790202		
Broker MC#		
Freight Forward MC#		
DOT # 2314662		
Smartway Partner Membership? (REQUIRED) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (WILL WORK TO BECOME MEMBER) *Please provide certificate.		
Are you familiar with Truckers Against Trafficking (TAT)? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If so, are your drivers TAT trained? YES <input type="checkbox"/> NO <input type="checkbox"/>		
QUESTIONS		
1. Which states do you service? (be specific) OR, WA, ID, UT, MA, NY, CT, NJ, PA, OH, ME		
Are you willing to provide service to Albertsons in all these states? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
If no, which states are you willing to service?		
2. Do you own your equipment? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
Number of asset trucks? 2		
What percentage of your fleet is owner operator? 80%		
3. Is your equipment Carb compliant? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> *Please provide certificate		
What percentage of your fleet is carb compliant?		
What is your ARB identification number?		
4. What are your current insurance levels? *Please provide certificate.		



5. Does your company offer Team Drivers?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	If yes, on what lanes are they available?	OR, WA - EAST COAST -
6. Are rates available on electronic medium?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	If yes, in what format are they available?	
7. Which of the following types of equipment can you provide to serve Albertsons? Quantity per week - each type?				
48 ft dry trailer	YES <input type="checkbox"/>	NO <input type="checkbox"/>	# Available to Albertsons (weekly)	
53 ft dry trailer	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	# Available to Albertsons (weekly)	2
48 ft refrigerated	YES <input type="checkbox"/>	NO <input type="checkbox"/>	# Available to Albertsons (weekly)	
53 ft refrigerated	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	# Available to Albertsons (weekly)	5
48 ft frozen	YES <input type="checkbox"/>	NO <input type="checkbox"/>	# Available to Albertsons (weekly)	
53 ft frozen	YES <input type="checkbox"/>	NO <input type="checkbox"/>	# Available to Albertsons (weekly)	
Ice Cream trailers	YES <input type="checkbox"/>	NO <input type="checkbox"/>	# Available to Albertsons (weekly)	
Vented Van trailers	YES <input type="checkbox"/>	NO <input type="checkbox"/>	# Available to Albertsons (weekly)	
Double trailers	YES <input type="checkbox"/>	NO <input type="checkbox"/>	# Available to Albertsons (weekly)	
High Cube trailers	YES <input type="checkbox"/>	NO <input type="checkbox"/>	# Available to Albertsons (weekly)	
Pup trailers	YES <input type="checkbox"/>	NO <input type="checkbox"/>	# Available to Albertsons (weekly)	
40 ft containers	YES <input type="checkbox"/>	NO <input type="checkbox"/>	# Available to Albertsons (weekly)	
20 ft containers	YES <input type="checkbox"/>	NO <input type="checkbox"/>	# Available to Albertsons (weekly)	
Heavyweight	YES <input type="checkbox"/>	NO <input type="checkbox"/>	# Available to Albertsons (weekly)	
List any restrictions:				
8. Are you equipped with Internet access?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	9. Company Web Address?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
If Yes, what is the address?			www.krujex.com	
10. Are you a One Network member?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	If Yes, what is your Enterprise name?	
11. EDI capabilities?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>		
12. Do you have a satisfactory safety score in the Motor Carrier SMS?	YES <input type="checkbox"/>	NO <input type="checkbox"/>	NO RATING	
13. Do you intend to comply with the ELD Rule?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	14. Are you aware of the ELD Rule deadlines?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
15. Do you currently use ELD/EOBRD/AOBRD?	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	16. Are you aware of the "grandfathered" devices requirements?	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
17. What percent of your fleet is currently ELD compliant?	0%			
On what date will your fleet be 100% ELD compliant?	DECEMBER 2017			
18. Which ELD provider is, or will be, used?	NOT DECIDED			

19. Contact person or group for Customer Service issues?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Name, phone, email address	CORNEL VISAN 360-524-3887 Cornel.Visan@krujex.com	
20. Do you have a contact for load acceptances?	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Name, phone, email address	CORNEL VISAN 360-524-3887 Cornel.Visan@krujex.com	
Name, phone, email address	CLAUDIA DINEL-VISAN 360-524-3887 accounting@krujex.com	
Name, phone, email address		
Weekend Contact Name, phone, email	CORNEL VISAN 360-524-3887 Cornel.Visan@krujex.com	
21. Do you have a contact for RFQ/RFP bids? (request for quotes/prices)	YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Name, phone, email address	CORNEL VISAN 360-524-3887 Cornel.Visan@krujex.com	
Name, phone, email address	CLAUDIA DINEL-VISAN 360-524-3887 accounting@krujex.com	
Name, phone, email address		
22. Diversity Program - Our program exists to assist minority, women and other diverse-owned businesses who seek to do business with our Company. Among other things, our program connects diverse businesses with decision makers who can determine whether our Company will offer their products for sale or purchase their services.		
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic <input type="checkbox"/> LGBT <input type="checkbox"/> Native American <input type="checkbox"/> Service Disabled Veteran <input checked="" type="checkbox"/> Woman		
For more information on this section - please see the attached Albertsons Companies - Supplier Diversity Program document.		
REFERENCES		
Company Name	SHAW'S SUPERMARKET	Contact Name DAN MORGAN
Phone	508-313-3531	Title TRAFFIC ANALYSIS, SR.
E-Mail	DAN.MORGAN@SHAW'S.COM	
Company Name	PACIFIC PRO INC	Contact Name TERRILL BIRD
Phone	425-885-7200	Title LOGISTICS COORDINATOR
E-Mail	TERRILL B @ PACPROSALES.COM	
Company Name	DOMEX SUPER FRESH	Contact Name DANNA VILLA
Phone	855-374-1200	Title SENIOR ASSISTANT
E-Mail	DVILLA@DSG-LOGISTICS.COM	



U.S. Department of Transportation
Federal Motor Carrier Safety Administration

1200 New Jersey Ave., S.E.
Washington, DC 20590

SERVICE DATE
November 20, 2012

CERTIFICATE ✓
MC-790202-C

U.S. DOT No. 2314662
KRUJEX FREIGHT TRANSPORT CORP
VANCOUVER, WA

This Certificate is evidence of the carrier's authority to engage in transportation as a **common carrier of property (except household goods)** by motor vehicle in interstate or foreign commerce.

This authority will be effective as long as the carrier maintains compliance with the requirements pertaining to insurance coverage for the protection of the public (49 CFR 387) and the designation of agents upon whom process may be served (49 CFR 366). The carrier shall also render reasonably continuous and adequate service to the public. Failure to maintain compliance will constitute sufficient grounds for revocation of this authority.

Jeffrey L. Secrist, Chief
Information Technology Operations Division

NOTE: Willful and persistent noncompliance with applicable safety fitness regulations as evidenced by a DOT safety fitness rating of "Unsatisfactory" or by other indicators, could result in a proceeding requiring the holder of this certificate or permit to show cause why this authority should not be suspended or revoked.

CMD



JUL 07 2017

ALBERTSONS00278

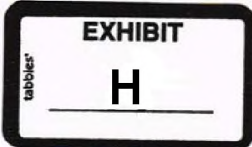


STV - Corporate Traffic

Batch Type CORRESPONDENCE

Vendor Name KRUJEX TRANSPORT

Description ASSET CARRIER CHECKLIST



ASSET CARRIER CHECKLIST



Carrier: **Krujex Freight Transportation Coep**

Carrier Contact for Setup

Name: Cornell Visan

Email: Cornell.Visan@Krujex.com

Phone: 360-524-3887

Packet Process Dates

Start Date: Nov 2017

Complete Date: JAN 10 2018

- Certificate of Insurance & Endorsements
Please have the Certificate Holder as:
Albertsons Companies
5918 Stoneridge Mall Dr.
Pleasanton, CA 94588
- Asset Carrier Requirements
- Operating Authority/Authorities | USDOT#
MC# 790202 DOT# 2314662
- Workers Compensation Documents
- W9 Form – Must be dated within the last 6 months
- Blank Bill of Lading and/or Blank Invoice
- Accessorial Note Page (Appendix E)
- Accessorial Note Page (Appendix A) - ETE Only
- Carrier Survey
- Existing One Network account name: Krujex Freight Transport Coep.
- Vendor / Supply Letter Form (Produce)
- One Network Process Requirements - 1 Tracking Form
- Smartway Agreement Letter
- Smartway Certificate (# 151026274 exp. date ___/___/___)
- Delivery Compliance Policy
- Fuel Bulletin
- Carb Certificate / ARB Identification Number Required for CA Loads. Letter attached stating No CA Loads
- Invoicing Policy

Notes: _____

ASSET CARRIER CHECKLIST

Albertsons Carrier Development Team to Complete:

Carrier: Kovjex Freight Transport Corp.

WIMS Setup:

- ~~___/___/___~~ ▪ Send Request for an Outlet Number to Becky Lucas
 - Outlet # 497 (currently in Simms)
- ~~___/___/___~~ ▪ Send Name Change Request to Supplier Support, Matt Geurts & Becky Lucas
- ~~___/___/___~~ ▪ Supplier Support Name Change Completed
- ~~___/___/___~~ ▪ Save the ~~Supplier Support Name Change Confirmation email~~ to the carrier's folder
↳ Saved Simms screen shot

Contract Setup:

- ~~___/___/___~~ ▪ Contract Number # 977
- ~~___/___/___~~ ▪ Send Contract to Carrier for Signatures
 - Returned from Carrier
- ~~___/___/___~~ ▪ Send to Tom Nartker for VP Signature
 - Returned from Tom Nartker
- ~~___/___/___~~ ▪ Send Finalized Copy to Carrier

July 2017

One Network Setup:

- JAN 10, 2018 ▪ Create Carrier Partner
 - Carrier Partner # 001-008608- 497-18
- JAN 10, 2018 ▪ Create New Carrier Contract
- JAN 10, 2018 ▪ Upload Accessorials

Accounting:

- JAN 10, 2018 ▪ Send W9, Blank Invoice & WIMS Approval Email (Supplier Support) to Accounting

Mass Emails

- JAN 10, 2018 ▪ Add Carrier to General Mass Email, Coverage Area & Equipment Type lists ✓
- JAN 10, 2018 ▪ Add Carrier to RFQ Mass Email list ✓

Final Steps:

- JAN 10, 2018 ▪ Send out New Carrier Notice to NSC.ALL
- JAN 10, 2018 ▪ On-Board Conference Call Set with Carrier
- JAN 10, 2018 ▪ Add Carrier to "Carrier Watch"



Carrier Handbook

2017—2018





Table of Contents

Pg 3	Asset Carrier Requirements
4-5	Appendix E - Transportation Services Agreement
6	Auto pay (US)
7-8	Carrier Invoicing
9	Carrier Review Letter
10	Claims/Rejection Process
11	Delivery Compliance Reimbursement Request Form
12	Delivery Compliance Policy
13-14	Fuel Bulletin
15-18	Growing Regions & Maps
19-22	OneNetwork Tracking Event Notifications
23	OneNetwork Breakdown
24	OneNetwork History
?	EDI
?	Carrier Alerts (setup process)
?	Scorecard Sample
?	Smartway
?	Traffic Analyst Responsibilities
?	Unloading Process
?	Vendor/Supplier & Transportation Companies
?	Warehouse hours

Asset Carrier Requirements

Before becoming a carrier with Albertsons Companies, the following list of items need to be completed & submitted during the Carrier Setup Process.

- **Certificate of Insurance & Endorsements**

Please have the Certificate Holder as:

Albertsons Companies

5918 Stoneridge Mall Dr.

Pleasanton, CA 94588

- **Operating Authority/Authorities | USDOT#**
- **Workers Compensation Documents**
- **W9 Form – Must be dated within the last 6 months**
- **Blank Bill of Lading and/or Blank Invoice**
- **Accessorial Note Page (Appendix E)**
- **Accessorial Note Page (Appendix A) - LTL Only**
- **Carrier Survey**
- **Existing One Network Account**
- **Vendor / Supply Letter Form (Produce)**
- **One Network Process Requirements - 1 Tracking Form**
- **Smartway Certificate**
- **Delivery Compliance Policy**
- **Fuel Bulletin**
- **Carb Certificate / ARB Identification Number (Required for CA Loads)**
- **Invoicing Policy**

CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER

**TRANSPORTATION SERVICES AGREEMENT
("Agreement")**

APPENDIX E – Domestic Non DSD

The terms and conditions of this Appendix E – Non DSD, including the definitions used therein, are deemed part of and shall be enforceable under the Agreement to which it is attached, as follows:

- Note 1: FUEL SURCHARGE BASED ON SHIPPER'S BULLETIN AS PUBLISHED BY SHIPPER AND DISTRIBUTED TO CARRIER;
- Note 2: FIRST PICK-UP AND DESTINATION DROP-OFF CHARGES ARE INCLUDED IN THE BASIC LINE HAUL RATE. ADDITIONAL STOP CHARGES APPLY AS FOLLOWS: EACH ADDITIONAL STOP PAID AT \$75
- Note 3: MILEAGES CALCULATED UNDER THE AGREEMENT FOR PURPOSES OF RATES PAYABLE THEREUNDER SHALL BE BASED ON THE "RAND-MCNALLY MILEMAKER" (PRACTICAL MILES). (SEE NOTE 14 WITH REGARD TO "OUT-OF-ROUTE MILES);"
- Note 4: THE USE OF ANY LOGISTICS ALTERNATIVE (SUB-BROKERING) BY CARRIER TO FACILITATE ANY SHIPMENT IS EXPRESSLY PROHIBITED WITHOUT THE PRIOR SIGNED BY AN APPROVED REPRESENTATIVE OF SHIPPER UNDER THE AGREEMENT;
- Note 5: ALL LOADS MUST MEET APPROPRIATE STATE LEGAL WEIGHT REQUIREMENTS;
- Note 6: CARRIER IS RESPONSIBLE FOR ALL EXPENSES OF DELIVERING THE GOODS TO THE SHIP TO ADDRESS; STACKED, SEGREGATED AND PALLETIZED PER SAFEWAY SPECIFICATIONS. LUMPER SERVICE IS AVAILABLE FOR HIRE UNLESS OTHERWISE AGREED UPON;
- Note 7: TRACTOR/TRAILER DETENTION CHARGES WILL BE PAID A RATE AT \$50/HOUR IN 1/4 HOURLY INCREMENTS BASED ON THE FOLLOWING SCHEDULE;
- (a) FOR SHIPPER - DETENTION WILL BE PAID AFTER TWO FREE HOURS (each stop); AND FOR CONSIGNEE - DETENTION PAID AFTER TWO FREE HOURS FOR DRY COMMODITIES AND THREE FREE HOURS FOR REFRIGERATED (each stop);
 - (b) MAXIMUM **TRACTOR** DETENTION CHARGES SHALL NOT EXCEED \$450 PER DAY; MAXIMUM **TRAILER** DETENTION CHARGES SHALL BE PER DAY OF \$25;
 - (c) SHIPPER'S CORPORATE TRAFFIC DEPARTMENT MUST BE NOTIFIED BY CARRIER BY TELEPHONE AND EMAIL OF ANY POTENTIAL OR THREATENED DETENTION SITUATION IN ORDER FOR CHARGES TO BE APPLICABLE IN ANY GIVEN CIRCUMSTANCES; AND,
 - (d) CARRIER IS REQUIRED TO CALL 1-866-713-8698 BETWEEN THE HOURS OF 6PM AND 6AM MST M-F, AND ON WEEKENDS TO REPORT ANY DELAYS, OR POTENTIAL DETENTION SITUATIONS. CALLS DURING ALL OTHER HOURS SHOULD GO DIRECTLY TO THE DIVISION SPECIFIC CORPORATE TRAFFIC CONTACT.
- Note 8: AS PROVIDED IN THE AGREEMENT, ANY VEHICLES THAT ARE ORDERED BUT NOT USED FOR WHATEVER REASON, CARRIER WILL BE PAID \$150, AS LONG AS THE CARRIER WAS FIRST CHECKED IN AT SHIPPER'S FACILITY
- Note 9: MAXIMUM REDELIVERY CHARGE OF \$125 SHALL BE PAID IN ACCORDANCE WITH THE AGREEMENT;

CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER

- Note 10: REDELIVERY (RECONSIGNMENT) TO A DESTINATION, OTHER THAN ORIGINAL FINAL DESTINATION, TO BE NEGOTIATED BY CARRIER AT TIME OF OCCURRENCE AND BILLED DIRECTLY TO VENDOR;
- Note 11: CARRIER IS REQUIRED TO SUBSCRIBE TO SHIPPERS PREFERRED TMS APPLICATION FOR INTERNET-RELATED TRANSPORTATION TRANSACTIONS;
- Note 12: CARRIER IS REQUIRED TO PROVIDE PERIODIC ONLINE LOAD TRACKING UPDATES VIA SHIPPERS PREFERRED TMS APPLICATION FOR EVERY LOAD ACCEPTED UNDER THE AGREEMENT.
- (e) "PICKED UP" - SHALL BE MADE AS SOON AS POSSIBLE AFTER EACH PICK-UP ON THE LOAD, CARRIERS ARE REQUIRED TO ENTER A "PICKED UP" TRACKING EVENT FOR EACH PURCHASE ORDER PICKED UP.
 - (t) "ARRIVAL" - SHALL BE MADE AS SOON AS POSSIBLE AFTER ARRIVAL AT THE RECEIVING FACILITY,
 - (c) "DELAYED" - ANY TIME A SHIPMENT PICK-UP HAS BEEN DELAYED OR A SHIPMENT DELIVERY DATE AND TIME IS IN JEOPARDY OF BEING MISSED, A "DELAYED" TRACKING EVENT MUST BE ENTERED INDICATING THE REASON FOR THE DELAY ALONG WITH AN UPDATED ESTIMATED TIME OF ARRIVAL (ETA); AND
 - (c) "ETA" UPDATE (BY 9AM MST) - EACH MORNING THAT A SHIPMENT IS IN TRANSIT, UPDATE MUST BE ENTERED INDICATING THE CURRENT STATUS OF EACH LOAD.
- Note 13: ALL FREIGHT BILLS TO PHOENIX AZ FOR LOADS DESTINED FOR US POINTS, PAYABLE IN US FUNDS TO SAFEWAY INC., PO Box 29071, MS 9507 PHOENIX, AZ 85038 OR KLS 3061 E INDEPENDENCE DRIVE, SUITE F, LIVERMORE, CA 94550
- Note 14: WHERE APPLICABLE, SHIPPER AGREES TO PAY THE CARRIER FOR THE OUT-OF-ROUTE MILES, AS DEFINED IN THE AGREEMENT, AT A RATE OF NO MORE THAN \$2.00 PER MILE BASED UPON THE CALCULATED RATE PER MILE FROM THE FLAT LINEHAUL RATE DEFINED FOR THE ORIGIN-DESTINATION PAIRING.

Albertsons Companies, LLC

Carrier:

By: _____

By: _____

Title: Director of Corporate Traffic

Title: _____

CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER



In a continuous effort to drive innovation and competitive advantage through our Supply Chain, The Albertsons Companies has identified our freight payment process as an area of opportunity to significantly improve efficiency and remove waste from our system, while delivering value to our carrier partners through expedited payment options. After careful research we are excited to share with you our new freight payment program which will allow you to choose from one of the 4 following options:

1. Payment will be made within 5 days after the product is received and an electronic invoice file has been provided to The Albertsons Companies accounting for all amounts invoiced that match the amount due in The Albertsons Companies system i.e. One Network. Payment will be made direct to your bank via electronic funds transfer (EFT). To qualify for this payment option carriers must provide The Albertsons Companies with a 2% cash discount.
2. Payment will be made within 10 days after the product is received and an electronic invoice file has been provided to The Albertsons Companies accounting for all amounts invoiced that match the amount due The Albertsons Companies system i.e. One Network. Payment will be made direct to your bank via electronic funds transfer (EFT). To qualify for this payment option carriers must provide a 1% cash discount.
3. Payment terms will be set to release funds 15 business days after a compliant electronic invoice file has been provided to The Albertsons Companies accounting for all amounts invoiced. Such a file must correctly match the amount due in The Albertsons Companies system and must reflect only product that has been received. Payment on such files will be made direct via electronic funds transfer (EFT). To qualify for this payment option carriers must provide The Albertsons Companies with .5% cash discount.
4. If you choose not to participate in the expedited payment program, you will still need to provide an electronic invoice file to The Albertsons Companies accounting and provided that conforming product has been received, payment terms will be set to release funds within 45 business days from The Albertsons Companies receipt of that file for all amounts invoiced that correctly match fulfillment of The Albertsons Companies purchase orders. Payment will be made direct to your bank via electronic funds transfer (EFT).

¹ All electronic invoice files are to be formatted and submitted via Microsoft Excel.

¹ Payment Policies:

- The Invoice due date will be calculated based on the date of delivery to The Albertsons Companies Warehouse.
- The Albertsons Companies will not send checks via overnight services.
- All invoices with a due date which falls on a weekend or holiday will be paid on the next business day.
- The Albertsons Companies considers the end of the payment cycle to be the check d



January 1, 2009

RE: Carrier Invoicing

Dear Carrier Community

We have an issue with an over abundance of invoices sent to our office for approval due to the carrier's invoice not matching One Network. We are asking all carriers to compare your invoices to One Network before you send them to our accounting department for payment. If there is discrepancies please contact the Traffic Specialist that booked the load with you to have the adjustments made. We will only be paying what is in One Network. When you, the carrier, accepts the load at the rate in One Network it becomes a binding contract.

The only exception to this is if the load you are doing is a load that KLS pays for Safeway Inc. The rates will be \$0.00. If accessorial need to be added to these loads please make sure the Traffic Specialist is adding them to One Network.

On detention at our DC's they first have to be verified by the DC Directors before approval for the detention can be applied. Again please make sure you are notifying your booking Traffic Specialist.

On detention at the vendor the Traffic Specialist also needs to be notified as the detention has to be verified and approved.

On all layover or detention request the appropriate Traffic Specialist must be notified. If they are not notified the charges will be denied.

Also the invoices must be broke down as to what the charges are. (Example: Rate, fsc, extra stops etc). On loads receiving into Tracy, Eastern and Canada for the lumpers reimbursements they have to have a receipt from the lumping service. No handmade invoices will be accepted.

Following these guidelines will help your company to be paid in a more timely manner making the process a win, win situation for all. Thank You for applying these guidelines into your invoicing process.

Sincerely,

Tim Wells
Director of Safeway Corporate Traffic

JH

Carrier Initial & Date

_____ || _____



Billing Invoice Address

U.S. invoice address:

PO Box 29071
MS 9507
Phoenix, AZ 85038

KLS invoice address:

3061 Independence Dr
Suite F
Livermore, CA 94550

Freight Planning, Compliance & Reporting
Safeway Corporate Traffic
Info.carrier.development@safeway.com

Carrier Initial & Date

_____ || _____



New Carrier Review at 30, 60 and 90 Days

Albertsons Valued Carrier Partner:

Thank you for your partnership with Albertsons and welcome! We look forward to growing our partnership with your company.

Albertsons will conduct a business review in increments of 30, 60 and 90 days to ensure a successful partnership. The agenda will include the Albertsons compliance criteria as well as any obstacles that you may be encountering.

Please feel free to have open dialogue with your Traffic Analyst on any daily changes. Daily Traffic Analyst contacts can be found on the Supplier Website <http://suppliers.safeway.com/DailyTrafficContacts.htm>

Thank you,
Albertsons Corporate Traffic & Carrier Development Department



Working together to be the
favorite local supermarket™



Claims: Rejection / Dispositions

Vendor Product Rejections:

- All rejection claims will be put back on the truck at the time of receiving.
- Albertsons Traffic Analyst will notify carrier and send the rejection Quality Control Report (QCR) report.
- This QCR, T12 disposition includes the warehouse division, item code, rejection quantity, summary, inspection result, disposition, rejection details, and template attachment and disposition reason code.
- If it is a vendor claim, an Albertsons Traffic Analyst will advise the disposition of the product.
- For vendor claims, the vendor is responsible for any freight cost associated with the cost of the claim.

Private Label Rejections:

From: Lindsay Thiesse

CC: Tim Wells

In the recent years Safeway has expanded their private label lines and have expanded into many different commodities including produce. Safeway's quality standards are very specific; any private label product that could potentially reach a customer needs to meet that standard.

It has come to our attention not everyone is familiar with these labels and therefore is not following the proper procedures when rejections take place. Below are all the current private label banners Safeway offers. When private label items are rejected for any reason the only option is to dispose of the product, please ensure you receive a confirmation receipt to be kept on file.

We appreciate your cooperation with this process, if you have any questions please reach out to me at 602-382-5312.

CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER

Delivery Compliance
Reimbursement Request



Working together to be the
favorite local supermarket™

Reimbursement Request – While we are researching your inquiry for a reimbursement, please fill out the following and submit back with the required attachments. At this time, we only handle reimbursements with Universal Lumpers and TW Services.

While we conduct research on the reimbursement request, please provide the following:	
* PO or Movement#	
Confirmation Documents <small>(including any date change notifications, if applicable)</small>	
* Attach the Signed BOL	
* Attach the Lumpers Gate Pass <small>(Stamped and showing fees charged)</small>	
* Date of Violation	
* Required to submit for reimbursement	

Reimbursement mailing address:	
Attn To: <small>(first and last)</small>	
* Company Name	
* Address	
* City, State	
* Zip	
* Required to submit for reimbursement	
For any reimbursements - please allow 10 - 20 business days for the reimbursement process to be accepted, process and mailed to you.	

Thank you in advance,

The Delivery Compliance Team for Albertsons Companies

Please Note – to keep an accurate record, all communication is handled directly through email.

See website for Fuel, Routing Guide, Delivery Appointment Request Form, Coverage and more:

<http://suppliers.safeway.com/transportation.asp>

Information on Traffic, One Network and Appointments:

<https://bis.onenetwork.com/web/albertsons>

Delivery Compliance – Frequently Asked Questions



Despite continuing efforts with our carriers to improve carrier on-time delivery to scheduled appointments, we continue to have outlier carriers that do not schedule appointments and continue to deliver product outside of previously scheduled delivery windows. This impacts product service level and creates supply chain inefficiencies which is expensive for Albertsons and is not fair to those vendors and carriers that make the effort to deliver on time as scheduled. An unintended consequence of not having a penalty for not showing up for an appointment is that our loads are compromised so carriers can make appointments with competitors that currently have a missed appointment fee.

In light of these ongoing delivery compliance opportunities, and in order to offset the cost of non-compliance deliveries, Albertsons is instituting a fee-based compliance program.

The fee structure was developed by taking our competitor's policies, plotting them and taking a mid-point. We feel the fee is fair and the intent isn't to generate fees; it is to change the behavior so we can receive the inventory on the same day the carrier is committed to delivering it.

Q: Why are we implementing a delivery compliance fee?

A: Today 27% of our loads are late. This adds cost to Albertsons. Not knowing when or if 27% of our loads are showing up creates inefficiencies scheduling labor, ties up capacity that goes unused and forces work into overtime. This also forces us to carry more inventory than we need or results in out of stock issues when the carrier is unable to deliver on the same day that they scheduled to arrive on.

Q: Under what scenarios will Albertsons charge a carrier a deliver compliance fees?

A: Delivery compliance fees will be assessed for the following two (2) scenarios:

- 1) **No Show:** Defined as any truck that does not arrive during the receiving shift of its appointment, as scheduled in One Network, OR any truck that reschedules or cancels its One Network appointment any time less than two (2) hours before the original appointment start time.
- 2) **Unscheduled:** Defined as any truck that arrives at our distribution center without an appointment scheduled in One Network. Every PO on the truck must be scheduled on that appointment.

Q: What are the assessment fees for delivery compliance violations?

- 1) **No Shows** are assessed a fee of \$500 per truck
- 2) **Unscheduled** arrivals are charged \$300 per truck

Note: If there are multiple violations on the same delivery, that truck will only be charged once.

Q: Who do I contact if I have any questions?

A: We have e-mail hotline setup for any questions. The address is Delivery.Compliance.info@safeway.com, someone will respond within 24 hours of the inquiry.

Q: During transit in the event a carrier is delayed and cannot make the original appointment will they be assessed a penalty?

A: If a carrier reschedules or cancels the One Network appointment less than two (2) hours prior to the original appointment time a penalty will be assessed.

Q: If a truck arrives late but during the same warehouse receiving hours for the One Network scheduled appointment, will they be charged?

A: Not at this time. If the truck arrives late for the appointment they will not be charged as long as they arrive prior to the end of the warehouse receiving hours for the shift they are scheduled for.

Note: The truck may be pushed to the end of the receiving scheduled and will be unloaded as warehouse labor is available.

Q: How will the fees be assessed?

A: The fees will be assessed to the delivery carrier at the time of check-in by Albertsons onsite unloading service partner. There will be no onsite exceptions at this time unless previously determined prior to implementation. Any disagreement from carriers over the validity of the fees will be the responsibility of the party that hired the carrier for the delivery i.e. Albertsons or Albertsons supplier.

Note: Albertsons onsite unloading service partner will administer and manage the collection of assessed fees as most carriers already have payment arrangements in place with these unloading service providers.

Q: What are the payment options with Albertsons unloading service partners for payment of the fees assessed?

A: The unloading services currently have two payment options to collect the fees:

- 1) Credit card
- 2) Carrier Comcheck

Q: Will charges be assessed if there is an "act of God" such as a major snowstorm or flood that impacts the receiving DC?

A: Allowances will be made for major "acts of God" occurrences such as a very large snowstorm or flood that effectively closes major highways leading to the receiving DC. In any event, if the delivering carrier realizes that a delay is imminent that will not allow delivery at the original appointment time, the carrier needs to follow the standard re-scheduling process and re-schedule the appointment in One Network. Albertsons alone reserves the right to declare an "act of God" event.



FUEL BULLETIN

To Shippers:

This is a revised statement regarding fuel surcharges. Effective December 31, 2009 and moving forward, Albertsons Companies will use the following method to determine surcharge amounts:

- The base rate is \$2.399.
- Fuel surcharges will continue to be paid per mile based upon the attached schedule. Mileage will be calculated using Rand McNally MileMaker HHG (calculated in One Network for each load).
- Loads consigned to points within the following states will use PADD5 average: Alaska, California, Arizona, Washington, Oregon
- Loads consigned to points within the remaining US contiguous states will use the National U.S. Average.
- Loads consigned to points within Canada will use PADD5 average.
- Surcharges will be adjusted and effective on Monday every week. The surcharge amount is based on the DOE weekly fuel update that is posted by 1500 hrs EST each Monday (excluding holidays).
- This surcharge applies to all freight dispatched by Albertsons Companies.
- This fuel bulletin applies to OTR truckloads that are contracted through and/or tendered by the Albertsons Companies, Corporate Traffic Department only.
- Example of calculation:
Fuel surcharge based upon DOE posting on December 15, 2008
US average \$2.422 surcharge = \$0.009 per mile.
PADD5 average \$2.303 surcharge = \$0.000 per mile.
- Schedule is as follows:

Carrier Initial & Date

_____ || _____

CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER

ALBERTSONS COMPANIES

FUEL SURCHARGE

Max	Index	Max	Index	Max	Index	Max	Index
\$1.20	-\$0.1950	\$2.95	\$0.1020	\$4.70	\$0.4000	\$6.45	\$0.6970
\$1.25	-\$0.1870	\$3.00	\$0.1110	\$4.75	\$0.4080	\$6.50	\$0.7060
\$1.30	-\$0.1780	\$3.05	\$0.1190	\$4.80	\$0.4170	\$6.55	\$0.7140
\$1.35	-\$0.1700	\$3.10	\$0.1280	\$4.85	\$0.4250	\$6.60	\$0.7230
\$1.40	-\$0.1610	\$3.15	\$0.1360	\$4.90	\$0.4340	\$6.65	\$0.7310
\$1.45	-\$0.1530	\$3.20	\$0.1450	\$4.95	\$0.4420	\$6.70	\$0.7400
\$1.50	-\$0.1440	\$3.25	\$0.1530	\$5.00	\$0.4510	\$6.75	\$0.7480
\$1.55	-\$0.1360	\$3.30	\$0.1620	\$5.05	\$0.4590	\$6.80	\$0.7570
\$1.60	-\$0.1270	\$3.35	\$0.1700	\$5.10	\$0.4680	\$6.85	\$0.7650
\$1.65	-\$0.1190	\$3.40	\$0.1790	\$5.15	\$0.4760	\$6.90	\$0.7740
\$1.70	-\$0.1100	\$3.45	\$0.1870	\$5.20	\$0.4850	\$6.95	\$0.7820
\$1.75	-\$0.1020	\$3.50	\$0.1960	\$5.25	\$0.4930	\$7.00	\$0.7910
\$1.80	-\$0.0930	\$3.55	\$0.2040	\$5.30	\$0.5020	\$7.05	\$0.7990
\$1.85	-\$0.0850	\$3.60	\$0.2130	\$5.35	\$0.5100	\$7.10	\$0.8080
\$1.90	-\$0.0760	\$3.65	\$0.2210	\$5.40	\$0.5190	\$7.15	\$0.8160
\$1.95	-\$0.0680	\$3.70	\$0.2300	\$5.45	\$0.5270	\$7.20	\$0.8250
\$2.00	-\$0.0590	\$3.75	\$0.2380	\$5.50	\$0.5360	\$7.25	\$0.8330
\$2.05	-\$0.0510	\$3.80	\$0.2470	\$5.55	\$0.5440	\$7.30	\$0.8420
\$2.10	-\$0.0420	\$3.85	\$0.2550	\$5.60	\$0.5530	\$7.35	\$0.8500
\$2.15	-\$0.0340	\$3.90	\$0.2640	\$5.65	\$0.5610	\$7.40	\$0.8590
\$2.20	-\$0.0250	\$3.95	\$0.2720	\$5.70	\$0.5700	\$7.45	\$0.8670
\$2.25	-\$0.0170	\$4.00	\$0.2810	\$5.75	\$0.5780	\$7.50	\$0.8760
\$2.30	-\$0.0080	\$4.05	\$0.2890	\$5.80	\$0.5870	\$7.55	\$0.8840
\$2.35	\$0.0000	\$4.10	\$0.2980	\$5.85	\$0.5950	\$7.60	\$0.8930
\$2.40	\$0.0090	\$4.15	\$0.3060	\$5.90	\$0.6040	\$7.65	\$0.9010
\$2.45	\$0.0170	\$4.20	\$0.3150	\$5.95	\$0.6120	\$7.70	\$0.9100
\$2.50	\$0.0260	\$4.25	\$0.3230	\$6.00	\$0.6210	\$7.75	\$0.9180
\$2.55	\$0.0340	\$4.30	\$0.3320	\$6.05	\$0.6290	\$7.80	\$0.9270
\$2.60	\$0.0430	\$4.35	\$0.3400	\$6.10	\$0.6380	\$7.85	\$0.9350
\$2.65	\$0.0510	\$4.40	\$0.3490	\$6.15	\$0.6460	\$7.90	\$0.9440
\$2.70	\$0.0600	\$4.45	\$0.3570	\$6.20	\$0.6550	\$7.95	\$0.9520
\$2.75	\$0.0680	\$4.50	\$0.3660	\$6.25	\$0.6630	\$8.00	\$0.9610
\$2.80	\$0.0770	\$4.55	\$0.3740	\$6.30	\$0.6720	\$8.05	\$0.9690
\$2.85	\$0.0850	\$4.60	\$0.3830	\$6.35	\$0.6800		
\$2.90	\$0.0940	\$4.65	\$0.3910	\$6.40	\$0.6890		

To reiterate, this adjustment affects all freight movements with origins *and* destinations within the United States and Canada tendered by Albertsons Companies Corporate Traffic Department in Phoenix, AZ. If there are any questions about origins, destinations, or about the program, please contact me at (602) 382-5307.

Sincerely,

Tim Wells
Director CTD

Carrier Initial & Date

_____ || _____

CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER

Growing Regions - Alphabetical List

City	GR Zone	City	GR Zone	City	GR Zone	City	GR Zone	City	GR Zone
Abbotsford	BC02	Castroville	CA07	Everett	WA02	Irvine	CA03	Mecca	CA01
Abilene	TX03	Center	CO04	Exeter	CA05	Irwindale	CA03	Medford	OR02
Acampo	CA06	Centerville	CA06	Fallbrook	CA02	Ivanhoe	CA05	Mendota	CA05
Alameda	CA08	Chelan	WA03	Farmington, NM	CO04	Jamul	CA02	Merced	CA06
Alamosa	CO04	Chico	CA08	Fellsmere	FL02	Kelowna	BC02	Mercedes	TX01
Anaheim	CA03	Chino	CA03	Fillmore	CA03	Kelseyville	CA08	Mesa	AZ02
Antioch	CA06	Chula Vista	CA02	Finley	CA08	Kennewick	WA01	Mettler	CA09
Arcadia	FL01	City of Industry	CA03	Firebaugh	CA05	Kerrville	TX02	Miami	FL01
Arlington	CA03	Clackamas	OR01	Five Points	CA05	Kingsburg	CA05	Middleburg	FL03
Arroyo Grande	CA04	Claremont	CA03	Fowler	CA05	Knights Landing	CA06	Milpitas	CA08
Arvin	CA09	Clovis	CA05	Fremont	CA08	Knightsen	CA06	Milton-Freewater, OR	WA01
Ashland	OR02	Coachella	CA01	French Camp	CA06	La Habra	CA03	Mississauga	ON02
Atwater	CA06	Coalinga	CA07	Fresno	CA05	La Mesa	CA02	Modesto	CA06
Austin	TX02	Commerce	CA03	Ft Myers	FL01	Lake Placid	FL01	Montalvo	CA03
Aztec	AZ04	Conner	CA09	Ft Pierce	FL01	Lake Wales	FL02	Monte Vista	CO04
Bakersfield	CA09	Corona	CA03	Ft Stockton	TX04	Lakeland	FL02	Moorpark	CA03
Beaverton	OR01	Corpus Christi	TX01	Ft Worth	TX03	Lakeport	CA08	Morgan Hill	CA07
Bell Garden	CA03	Courtland	CA06	Fullerton	CA03	Lakeview	CA03	Moses Lake	WA01
Belle Glade	FL01	Cromir	CA05	Gainesville	FL03	Lamont	CA09	Moss Landing	CA07
Bellevue	WA02	Crows Landing	CA06	Galveston	TX01	Laredo	TX01	Mt Vernon	WA02
Bellingham	WA02	Cupertino	CA08	Garden Grove	CA03	Las Cruces	NM01	Napa	CA08
Benson	AZ01	Cutler	CA05	Gilroy	CA07	Lathrop	CA06	Naples	FL01
Bisbee	AZ01	Dallas	TX03	Glendale	AZ02	Le Grand	CA06	Naranja	FL01
Blackwells Corner	CA09	Dateland	AZ04	Goleta	CA03	Leduc	AB01	National City	CA02
Bloomfield	CO04	Davis	CA06	Gonzales	CA07	Lemon Cove	CA05	Nestor	CA02
Bloomington	CA03	Del Rey	CA05	Goodyear	AZ02	Lewiston, ID	WA01	Newman	CA06
Blythe, CA	AZ04	Del Rio	TX04	Goulds	FL01	Ligurta	AZ04	Niland	CA01
Boca Raton	FL01	Delano	CA09	Grand Junction	CO03	Linden	CA06	Nipomo	CA04
Bonita	CA02	Delhi	CA06	Grandview	WA01	Lindsay	CA05	Nogales	AZ01
Brawley	CA01	Delray Bch	FL01	Gridley	CA08	Live Oak	CA08	Oakdale	CA06
Brentwood	CA06	Denver	CO01	Groveland	FL02	Live Oak	FL03	Oakland	CA08
Brewster	WA03	Dinuba	CA05	Guadalupe	CA04	Livermore	CA06	Oakley	CA06
Brownsville	TX01	Dixon	CA06	Half Moon Bay	CA08	Livingston	CA06	Oasis	CA01
Bryte	CA06	Dominguez Hills	CA03	Hamilton City	CA08	Lodi	CA06	Ocala	FL03
Buena Park	CA03	Donna	TX01	Hanford	CA05	Lompoc	CA04	Oceano	CA04
Burlington	WA02	Dover	FL02	Hastings	FL03	Long Beach	CA03	Oceanside	CA02
Burnaby	BC02	Dundee	FL02	Heber	CA01	Loomis	CA08	Odessa	TX04
Butler	CA03	Durham	CA08	Hemet	CA03	Los Alamitos	CA03	Okanogab	WA03
Byron	CA06	Earlimart	CA05	Hermiston, OR	WA01	Los Angeles	CA03	Okeechobee	FL01
Calxico	CA01	Edinburg	TX01	High Grove	CA03	Los Banos	CA05	Olathe	CO03
Calgary	AB01	Edison	CA09	Hilmar	CA06	Lost Hills	CA09	Olivehain	CA02
Calipatria	CA01	El Cajon	CA02	Hollister	CA07	Lubbock	TX04	Oliver	BC02
Camarillo	CA03	El Centro	CA01	Holtville	CA01	Madera	CA05	Omak	WA03
Camden	NJ01	El Paso, TX	NM01	Homestead	FL01	Malott	WA03	Ontario	CA03
Canal Pt	FL01	Ellensburg	WA01	Hood	CA06	Manteca	CA06	Orange Cove	CA05
Cantua Creek	CA05	Elmore Desert Ranch	CA01	Hood River	OR01	Marco	FL01	Orland	CA08
Cardiff by the Sea	CA01	Empire	CA06	Houston	TX01	Maricopa	AZ02	Orlando	FL02
Carlsbad	CA02	Encinitas	CA02	Huron	CA05	Maricopa	CA09	Orosi	CA05
Carpinteria	CA03	Escalon	CA06	Immokalee	FL01	Marina	CA07	Oroville, CA	CA08
Carson	CA03	Escondido	CA02	Imperial Beach	CA02	Marysville	CA08	Oroville, WA	WA03
Casa Grande	AZ02	Eugene	OR02	Indio	CA01	McAllen	TX01	Osoyoos	BC02
Cashmere	WA01	Eustis	FL02	Inglewood	CA03	McFarland	CA09	Othello	WA01

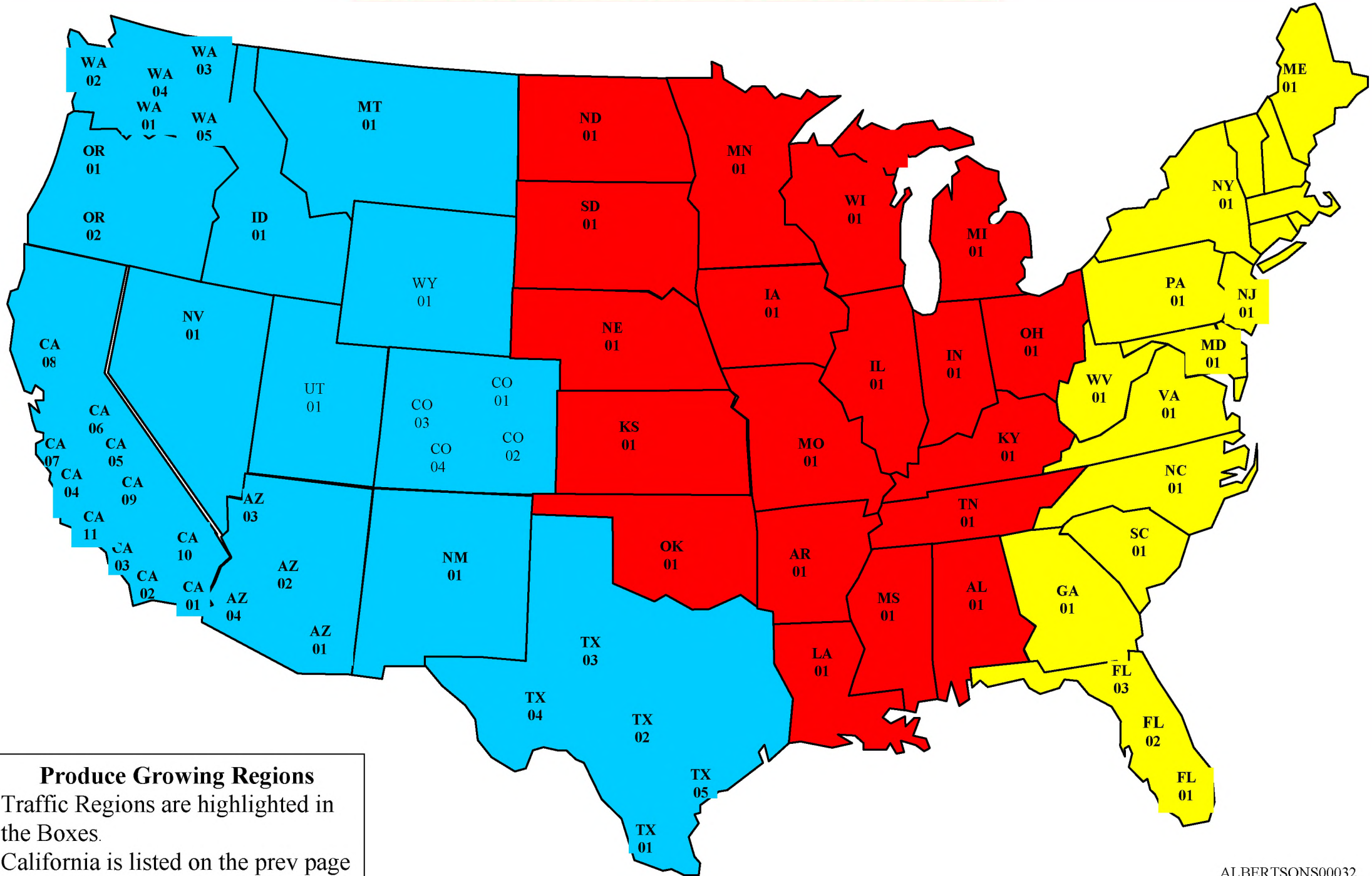
Growing Regions - Alphabetical List

<i>City</i>	<i>GR Zone</i>	<i>City</i>	<i>GR Zone</i>	<i>City</i>	<i>GR Zone</i>
Oviedo	FL02	San Jacinto	CA03	Vacaville	CA08
Oxnard	CA03	San Joaquin	CA05	Valley Center	CA02
Pahoee	FL01	San Jose	CA08	Van Nuys	CA03
Palmetto	FL02	San Juan	TX01	Ventura	CA03
Parkdale	OR01	San Juan Bautista	CA07	Vernon	CA03
Parker	AZ03	San Luis Rey	CA02	Vero Bch	FL02
Parlier	CA05	San Marcos	CA02	Victor	CA06
Pasadena	CA03	San Pedro	CA03	Visalia	CA05
Pasco	WA01	San Ysidro	CA02	Vista	CA02
Patagonia	AZ01	Sanger	CA05	W Sacramento	CA06
Patterson	CA06	Santa Ana	CA03	Walla Walla	WA01
Pearsall	TX02	Santa Barbara	CA03	Wallula	WA01
Peoria	AZ02	Santa Cruz	CA07	Walnut Grove	CA06
Perris	CA03	Santa Fe Springs	CA03	Wapato	WA01
Pescadero	CA08	Santa Maria	CA04	Wasco	CA09
Pharr	TX01	Santa Paula	CA03	Waterford	CA06
Philadelphia, PA	NJ01	Santa Rosa	CA08	Watsonville	CA07
Philo	CA08	Seattle	WA02	Wellton	AZ04
Phoenix	AZ02	Sebastopol	CA08	Wellton	CA02
Piru	CA03	Sebring	FL02	Wenatchie	WA01
Plant City	FL02	Selah	WA01	Weslaco	TX01
Pompano Bch	FL01	Selma	CA05	Westley	CA06
Port Hueneme	CA03	Shafter	CA09	Westmorland	CA01
Porterville	CA05	Shiprock, NM	CO04	Wheeler Ridge	CA09
Portland	OR01	Sierra Vista	AZ01	Wickenburg	AZ02
Poway	CA02	Sloughhouse	CA06	Willcox	AZ01
Prosser	WA01	Somis	CA03	Wilmington	CA03
Pueblo	CO02	Spokane	WA03	Wilmington, DE	NJ01
Quincy	WA01	Spring Hill	FL02	Winter Haven	FL02
Rancho Santa Fe	CA02	Stockton	CA06	Wintergarden	FL02
Rayo	CA05	Strathmore	CA05	Winters	CA08
Red Bluff	CA08	Sultana	CA05	Woodlake	CA05
Redlands	CA03	Summerland	BC02	Woodland	CA06
Redmond	OR01	Surrey	BC02	Yakima	WA01
Reedley	CA05	Tacna	AZ04	Yerington	NV01
Richgrove	CA09	Tacoma	WA02	Yolo	CA06
Richland	WA01	Tallahassee	FL03	Yorba Linda	CA03
Richmond	BC01	Temecula	CA03	Yuba City	CA08
Richmond	CA08	Terra Bella	CA05	Yuma	AZ04
Rio Vista	CA08	The Dalles	OR01		
Ripon	CA06	Thermal	CA01		
Riverside	CA03	Three Rivers	CA05		
Rocky Ford	CO02	Three Rocks	CA05		
Roseville	CA06	Tipton	CA05		
Ruskin	FL02	Tolleson	AZ02		
S Bay	FL01	Toppenish	WA01		
Sacramento	CA06	Tracy	CA06		
Salem	OR01	Traver	CA05		
Salinas	CA07	Trenton	NJ01		
San Antonio	TX02	Tucson	AZ01		
San Diego	CA02	Turlock	CA06		
San Francisco	CA08	Ukiah	CA08		

Corp Traffic Zones



CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER



Produce Growing Regions
Traffic Regions are highlighted in the Boxes.
California is listed on the prev page

CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER



Working together to be the
"favorite local supermarket"

To our valued carrier partners,

Please see the attached document for detailed tracking event management requirements for ALL Albertsons Companies freight managed via One Network. If you are not already, please exert concentrated efforts to update every load managed with a minimum of the following:

- ⊕ 1 per load - Picked Up event, for first p/u location only
- ⊕ 1, or more, per load - Delayed event (where applicable) to communicate delays (e.g. product not available, breakdown, etc.) that may, or may not, jeopardize on time delivery
- ⊕ 1 Daily - ETA event for duration of over the road move
- ⊕ 1 per load - Arrived event following Albertsons or Safeway guard gate check in

Albertsons Companies expects 100% compliance, by load, for each of the events detailed above. This is monitored for compliance purposes, carrier score carding, and rate approval consideration. Your attention to this matter is critical to our business relationship and to the customers we serve.

Regards,
Albertsons Companies Corporate Traffic

Carrier Initial & Date

_____ || _____

ALBERTSONS00033

CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER



Working together to be the
"favorite local supermarket"

Tracking Event Notification Process

Albertsons Companies Process Requirements:

One Network Tracking Event notifications provide our transportation personnel and our procurement departments complete visibility of freight movements, from the pickup through the delivery of the freight. The creation and management of the Tracking Events listed below will be the responsibility of each and every carrier that is participating in our partnership. As you participate in the One Network training, you will learn how to enter and manage these Tracking Events. You will only be held accountable to enter the Events listed below, but you may enter additional Events if the need arises.

Each Shipment will be closely monitored to ensure that all carriers are updating One Network in a timely manner. This step is NOT optional. In order to provide us complete visibility to our supply chain, we need support from our carrier partners. The Internet based One Network application provides the most efficient means of supplying this information to our transportation personnel without the use of phone and fax.

REQUIRED ONE NETWORK TRACKING EVENTS:

Picked Up

(First shipment/purchase order pickup only) Required entries include Date, Time, and Location (City, St.) of the pickup event. This Tracking Event moves the shipment into an "In-Transit" status in One Network.

Data Elements	Required Information	Example
Event Type	Picked Up	Picked Up
Date / Time	Date and time of the event, ie when the event occurred.	02/17/2003 2:00 PM
Time Zone	Pick Up Location Time Zone	MST
Location	Pick Up Location City, St	Phoenix, AZ

Carrier Initial & Date

_____ || _____

CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER



Working together to be the
"favorite local supermarket"

Delayed

Any delay that impacts the shipment's scheduled delivery date. Required entries include Date, Time, current Truck Location (City, St.) at time of update, and Reason related to the event. An ETA status event is also required if delivery schedule is impacted (see ETA Tracking Event).

Data Elements	Required Information	Example
Event Type	Delayed	Delayed
Date / Time	Date and time of the event, ie when the event occurred.	02/17/2003 2:00 PM
Time Zone	Time Zone where truck is located	MST
Location	City, St where the truck is located <u>at time of update</u>	Phoenix, AZ
Reason	Reason that the truck is delayed	Product not available

ETA (Delivery)

Daily Delivery ETA Update - Required entries include Date, Time, and current Truck Location (City, St.) at time of update. Albertsons Companies will communicate timing requirements by facility during the informational meeting..

Data Elements	Required Information	Example
Event Type	ETA	ETA
Date / Time	Enter expected delivery date/time	02/17/2003 2:00 PM
Time Zone	Delivery Location Time Zone	MST
Location	City, St where the truck is located <u>at time of update</u>	Phoenix, AZ

Carrier Initial & Date
_____ || _____

CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER



Working together to be the
"favorite local supermarket"

Arrived

Date, Time and Location (receiving warehouse facility) of delivery.

Data Elements	Required Information	Example
Event Type	Arrived	Arrived
Date / Time	Date and time of the event, ie when the event occurred.	02/17/2003 2:00 PM
Time Zone	Delivery Location Time Zone	MST
Location	Delivery Location City, St	Phoenix, AZ

On Time Performance

Delivery of loads into Albertsons or Safeway's receiving warehouse facility on time performance.

Albertsons Companies requires that each carrier's on time performance be at 95% RAD or above per period. For each delayed load there has to be an equal or greater # of delay events in One Network. This will not increase your on time performance score but will give you the passing score for your delayed events on our carrier scorecard.

- * All Status Events must be updated in as near real time as possible.
- * Failure to comply with required status event updates, as defined above, will result in recorded service failures.

Carrier Initial & Date

_____ || _____



OneNetwork Breakdown

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Movement	Shipment	Carrier	Links	Cost	State/Status	Shipper	Consignee	Eq/ Stops/ Size	Pickup	Delivery	Qty/ Weight/Volume	Order Ref No	!	Distance
016865505	001-25-2527- WNCA-599452	Your Carrier Name Here	H T P C	Total Rate (including fuel & accessories)	Delivered/Received	Vendors Name & Details	SAFeway, INC. - TRACY PRODUCE 2527 SAFeway, INC. TRACY, CA 95377	Reefer	7/12/2017 11:50 AM - 11:59 PM Appr: Required	7/13/2017 11:00 AM - 1:00 PM [832252983 Live]	27 Pallet, 2,809 Case/ 28,081 Pound/2,044.5 Cuf:	388997/ 001-25-2527- WNCA-599452		102 Mile

A—Movement Number: Single unique load number

B—Shipment Number: Single or Multiple PO#s

C—Carrier: Your Carrier Name will appear here once a load has been tendered to you and you accept it

D—Links:

H: History—Provides a history of the load in chronological order

T: Tracking—You are able to provide tracking events (list of tracking events to the right)

E—Cost: Total rate for the load, including any fuel, Accessorials or additional charges

F—State/Status: This will show the status of the load

G—Shipper: Vendor Name & details provided

H—Consignee: Receiving Albertsons or Safeway DC

I—Eq/Stops/Size: Provides the required equipment type for the load

J—Pickup: Pickup date

K—Delivery: Delivery date & option to schedule an appointment with the “Live” link

L—Qty/Weight/Volume: Showing the total pallets, cases, weight & CUFT for the load in total

M—Order Ref No: Repeat of the PO# and showing the foreign PO# as well

N—!: This will light up red if there are any delays or issues with the load

O—Distance: Showing the miles for the load

Tracking Events

- Appointment Cancelled
- Appointment Request InProgress
- Appointment Rescheduled
- Appointment Scheduled
- Appointment Scheduled - Delivery
- Appointment Scheduled - Pickup
- Arrived
- Arrived at Customs
- Attempted Delivery
- Attempted Pickup
- Cancel Confirmation
- Carrier Release
- Customs and Carrier Released
- Delayed
- Delivered
- ETA
- ETA Date Changed
- Empty Equipment Dispatched
- En Route
- Equipment Returned
- FDA Hold
- Free Time To Expire
- In-Gate
- Late Load
- Loaded
- MarkerMaker Bid Received
- Multi Modal
- On Hold
- Out-Gate
- Potential Late
- Rejected
- Unloaded

OneNetwork - History

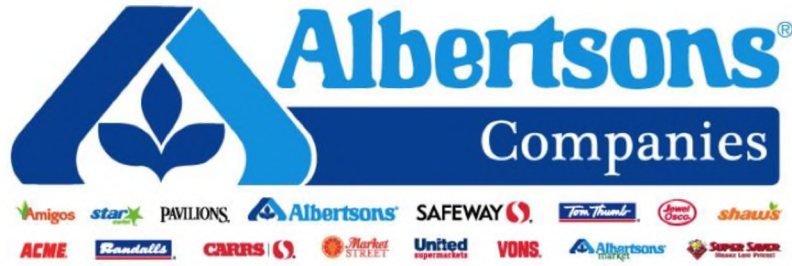


The History in OneNetwork showing in chronological order, from the bottom to the top. The history will provide a recap of all adjustments, tracking events, appointments, and pickup & delivery statuses done to a load throughout the PO #'s lifespan. As an OneNetwork member, your user name will be recorded under the "Last Changed By" column along with the Organization name (your carrier name) and a timestamp of the action/event.

Filters (edit): None

Action Name	Message	Creation Date	Last Changed By	Movement	Organization	State
Delivered *	Movement delivered	7/13/2017 2:13 PM	SafewayIntegAdmin	016365505	SAFEWAY, INC.	Received
Delivered	Shipment 001-25-2527-WNCA-599452 is Delivered	7/13/2017 2:13 PM	SafewayIntegAdmin	016365505	SAFEWAY, INC.	Received
Appointment Scheduled - Delivery *	Shipment 001-25-2527-WNCA-599452 scheduled a Confirmed Delivery appointment of Jul 13, 2017 11:00 AM PDT Confirmation 832252983	7/11/2017 10:03 AM	tlaci01	016365505	SAFEWAY BACKHAUL (NORCAL)	Confirmed
Accept	Tender plan TP-24058877 accepted	7/7/2017 1:06 PM	tlaci01	016365505	SAFEWAY BACKHAUL (NORCAL)	Confirmed
Confirmed *	Movement confirmed to SAFEWAY BACKHAUL (NORCAL)	7/7/2017 1:06 PM	tlaci01	016365505	SAFEWAY BACKHAUL (NORCAL)	Confirmed
Tendered *	Movement tendered to SAFEWAY BACKHAUL (NORCAL)	7/7/2017 11:25 AM	TransportationAdmin	016365505	SAFEWAY, INC.	Tendered
Activated for Tendering *	Activated for Tendering	7/7/2017 11:24 AM	rball05	016365505	SAFEWAY, INC.	Awaiting
Generate Tender Plan	Carrier plan TP-24058877 generated	7/7/2017 11:07 AM	SafewayIntegAdmin	016365505	SAFEWAY, INC.	Awaiting
Delete Shipment	Shipment REQ-016365505 deleted	7/7/2017 11:07 AM	SafewayIntegAdmin	016365505	SAFEWAY, INC.	Awaiting
Generate Tender Plan	Carrier plan TP-24058793 generated	7/7/2017 11:05 AM	SafewayIntegAdmin	016365505	SAFEWAY, INC.	Awaiting
Consolidated	Shipment 001-25-2527-WNCA-599452 consolidated to movement	7/7/2017 11:05 AM	SafewayIntegAdmin	016365505	SAFEWAY, INC.	Awaiting
Generate Tender Plan	Carrier plan TP-24047466 generated	7/6/2017 10:35 AM	SafewayIntegAdmin	016365505	SAFEWAY, INC.	Awaiting
Create Movement	Movement created	7/6/2017 10:35 AM	SafewayIntegAdmin	016365505	SAFEWAY, INC.	Awaiting

CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER



RE: Billing Process for Freight Claims (US)

Dear Valued Albertsons Freight Partners,

We have recently identified a significant opportunity surrounding freight claim billing, as a very high number of invoices are aging well past 60 days. In response to this opportunity, Albertsons will be updating our A/R policy for freight claims. Effective immediately the following policy will go into effect:

- 1) All freight claims valued at \$1,000 USD or less will be processed by our accounting team for automatic debit
- 2) Freight claims valued at more than \$1,000 USD will be invoiced with an expectation of settlement no more than 60 days past the invoice date
- 3) Any freight claims valued at more than \$1,000 USD that are not settled within 60 days will be processed for debit

All freight claim intentions will continue to be communicated with a "Notice of Intent to Claim" correspondence prior to being sent to accounting. Any disputes of freight claim disposition will need to be communicated and handled with your Albertsons Corporate Traffic Analyst at the time of intent communication. If you have any questions regarding this new policy, please feel free to contact me directly.

Sincerely,

Tim Wells
Director of Albertsons Corporate Traffic
Albertsons Companies, Inc.

**Please note that this is for US Accounting only. All Canada billing procedures will remain in place unless otherwise noted.*

ALBERTSONS00039



Albertsons Corporate Traffic

Carrier Handbook

Carrier Handbook



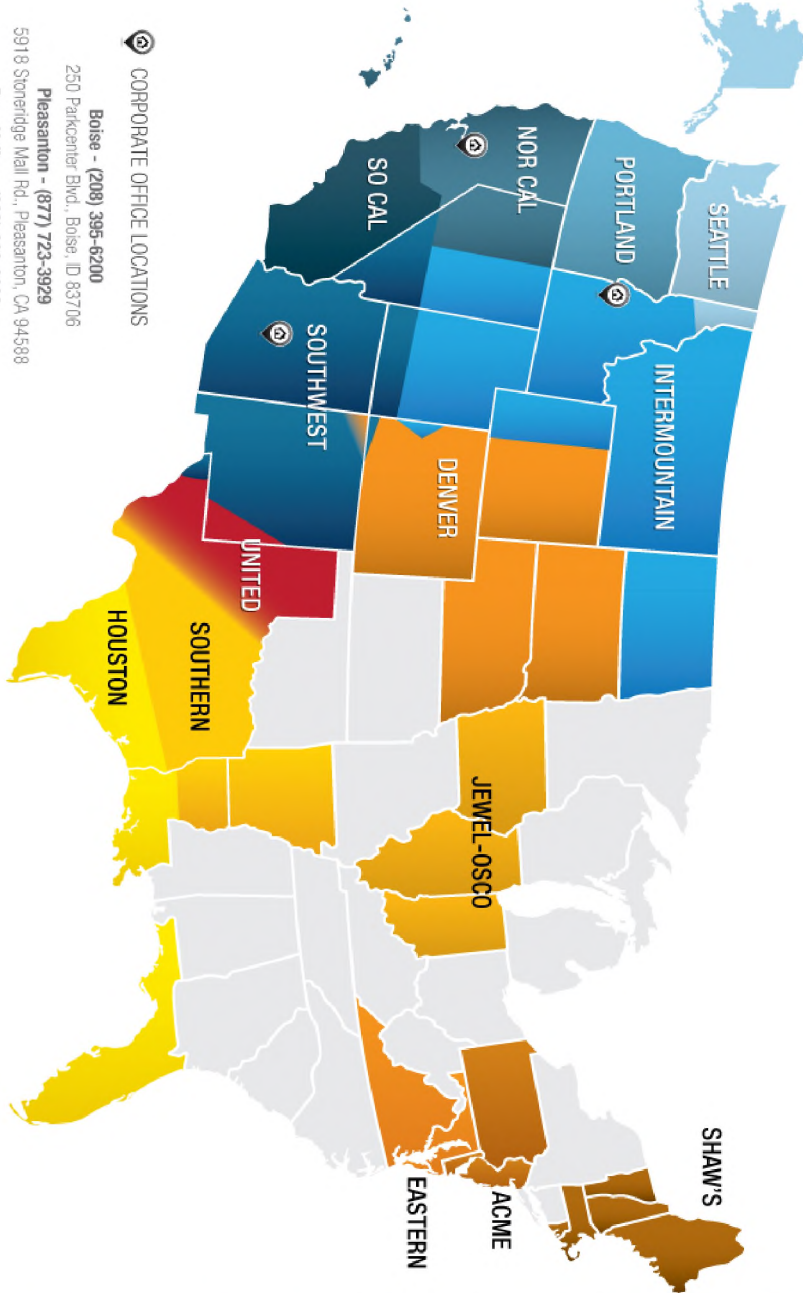
Table of Contents

- U.S. Map with Albertsons Corporate Locations
- Greetings & Welcome Valued Partner
- Contacting Albertsons Corporate Traffic
- Required TMS is One Network & MacroPoint
- One Network Integration with Your Systems
- Carrier Invoice Process
- Carrier Invoice payment options (Auto-pay)
- Billing Process for Freight Claims
- Fuel Bulletin
- Loading, Temperature & Transportation Requirements
- Growing Region List (Produce load origins)
- United States Growing Region Map
- California Growing Region Map
- Washington Growing Region Map
- Albertsons Warehouse Check-In & Unloading Delivery Process
- U-Chain Lumpers Unloading Process
- TW Lumping Service Contacts (Auburn)
- Capstone Logistics Lumper Service Locations and Contacts
- Out-of-Route Miles
- Produce Rejection at Receiving
- Redelivery Process for Rejected Product
- New Carrier Review at 30, 60 and 90 days
- Using One Network for carriers



Our favorite local supermarkets™ from coast to coast

JULY 2015



CORPORATE OFFICE LOCATIONS

- Boise** - (208) 395-6200
250 Parkcenter Blvd., Boise, ID 83706
- Pleasanton** - (877) 723-3929
5918 Stoneridge Mall Rd., Pleasanton, CA 94588
- Deer Valley** - (623) 869-6100
20427 N. 27th Ave., Phoenix, AZ 85027

COMPANY DASHBOARD

265K EMPLOYEES	2,200+ STORES	18 BANNERS
~1,700 PHARMACIES	14 DIVISIONS	21 PLANTS
30 DISTRIBUTION CENTERS	33 STATES (Excl. Wash. D.C.)	3 CORPORATE LOCATIONS

COMPANY BANNERS





Greetings & Welcome Valued Partner!

INTRODUCTION TO NEW CARRIERS

To those carriers new to Albertsons Corporate Traffic, welcome! What you will be doing for Albertsons is very important. You are now part of a team of people whose combined efforts provide consumers like yourself the best quality items for the lowest possible cost. Your contribution will be providing transportation of those items by controlling costs, protecting the quality and providing excellent service. This handbook will provide valuable reference information that you will find helpful. Please make the best use of this information that you can.

INTRODUCTION FOR CURRENT CARRIERS

As a current Albertsons carrier, you may have helped to create these work instructions. Your suggestions and comments are very important in keeping these instructions current and applicable to the real world situations experienced by carriers. The process described in this handbook may change over time and you are the best qualified source to provide information on what information should be changed or provided. Up to date information can be a valuable reference or resource. This handbook will become one of many tools you use for success.

HOW TO USE THE HANDBOOK

Use the "Table of Contents" at the beginning to go directly to the specific information you want. Your responsibilities include the transportation of product for Albertsons and adhering to our reporting requirements and policies. This handbook includes written descriptions of the steps that you will need to take to perform required tasks. Each section may contain large amounts of information. Use the Table of Contents to quickly find information specific to a topic.

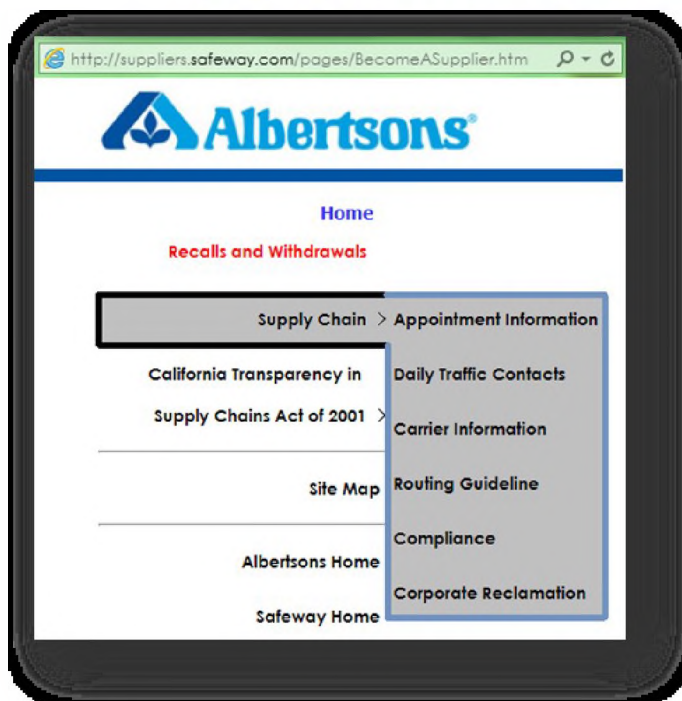
Welcome to Albertsons Corporate Traffic!



Contacting Albertsons Corporate Traffic

Albertsons Corporate Traffic consists of the Load Control or Operations department for Produce and Grocery, Strategic Development, Carrier Development, Plants and Manufacturing, Weekend Coverage and more. Staffing and scheduling needs often require that a Traffic Analyst may cover an additional or different area of responsibility on any given day. Please be sure to use the link below at the Safeway.com website to get the most current contact information. The website is updated daily in groups of Weekday Coverage and Weekend Coverage.

<http://suppliers.safeway.com/pages/BecomeASupplier.htm>



To contact the current Traffic Analyst handling a specific division, please reference “**Daily Traffic Contacts**” option. The daily traffic contacts is updated daily with the appropriate coverage contact.

This website also contains additional helpful information, in addition to Traffic Analyst contact information, such as weekly fuel updates, receiving warehouse phone numbers and more.

Please explore the information available to you.

If you are unable to contact someone from the above link, please contact your Carrier Development Rep or email Info.Carrier.Development@Albertsons.com

If you are trying to contact someone during afterhours or the weekend, please email After.Hours@Albertsons.com.

If the above Suppliers link does not work, go to www.Albertsons.com, then to the bottom of the page under “Company Info”, click on “Suppliers”.

Albertsons Required TMS is One Network & MacroPoint



Albertsons Chooses One Network for Daily Load Coverage:

The decision to use One Network as Albertsons's TMS platform was a strategic decision for which Albertsons put an unprecedented amount of time and consideration into. Since March 31, 2003, Albertsons has used the application to successfully manage inbound FOB Produce freight to all US warehouse facilities. Today, Albertsons is managing all FOB Produce and Grocery freight via the One Network platform.

Application Functionality/Requirements:

From a TMS perspective the application has proven value, to both Albertsons and our carrier community alike, in the form of increased tracking visibility (improved service level performance), tremendously improved contract management (key internal control, including improved AP processing), and enhanced tendering strategy functionality (routing guide/carrier capacity management).

As for legwork and administrative overhead, the application was designed with both shippers and carriers in mind. Administrative setup is limited to maintenance of the carrier company profile, setup and maintenance of the carrier's user community and online freight management. Specific to Albertsons, the online carrier (dispatcher) requirements are limited to:

1. Online tender acceptance or rejection
2. **Picked Up** tracking event entry - 1 tracking event entry per load (1st pick only)
3. Delivery **ETA** tracking event entry - 1 tracking event per day until time of receiving
4. **Arrived** tracking event entry - 1 tracking event entry per load (stating time of gate check in at Albertsons warehouse facility)
5. **Delayed** tracking event entry (only if applicable) - detailed date/time, location and reason for potential delay (may or may not result in service failure)

As for additional time requirements, most of these activities were, or should have been, managed through daily telecom communications between carrier and Albertsons Traffic Analysts. While it is not Albertsons's desire to eliminate altogether the verbal interaction with our carrier partners, the application does provide an outstanding communication tool for managing our business relationship which again, benefits both Albertsons and our carrier community alike.

Some step by step instructions for using One Network are included in the Carrier Handbook.

Carrier Service Fees:

One Network subscription costs include: (last known 2017, rates are subject to change per OneNetwork)

- | | |
|--|------------------------|
| 1. Activation fee for new transportation service provider companies on the system. Includes company activation, configuration and base training. | \$250.00 one-time |
| 2. Monthly service fee for each named user ID in the system. The system does not allow the same ID to be active at the same time. Includes access to the system and user support. | \$50.00 per month |
| 3. Network action fees. Fees for scheduling pick-up and/or delivery appointments with shippers and receivers. <i>Each month, you will have a \$50.00 credit against Network Action Fees. Your company can schedule up to 50 appointments per month with no transaction charges.</i>
** Please note – this functionality is not currently available therefore no charges will apply. | \$1.00 per appointment |

MacroPoint:

Albertsons has chosen to use MacroPoint alongside OneNetwork for current location updates. MacroPoint works in partnership with your tractors ELD company. The updates feed directly into OneNetwork for accurate location updates during a loads transit.

One Network's Carrier Integration Overview



One Network's Demand Driven Logistics solution provides an on-line Web portal for carriers to accept and reject tenders and to enter tracking events; however, some carriers would prefer to integrate tenders and tracking events with their carrier dispatch system. The following document describes the process and pricing for activating One Network's Carrier Integration.

Frequently Asked Questions

1. Why should I use One Network's Carrier Integration?

One Network's Carrier Integration is recommended for any carriers that would like to automate their load tender, load tender response, and shipment tracking messages between One Network's Demand Driven Logistics solution and their internal Carrier systems (e.g. Carrier's dispatch system).

2. How do I schedule activation of One Network's Carrier Integration?

Scheduling the activation of One Network's Carrier Integration is simple. Contact Eric Rodriguez at One Network by phone at 972-455-3579 or by email at erodriguez@onenetwork.com.

3. What integration points are supported?

One Network will support EDI file formats according to One Network's standard integration formats for the following messages: EDI 204 – Load Tender, EDI 990 – Load Tender Response and EDI 214 – Shipment Status. Additionally, the only connectivity supported is HTTP.

4. After I sign a contract, how will I be integrated?

Once your company is verified and agrees to the Carrier Integration terms and conditions, the process is as follows: Your Company receives an integration document explaining the file formats for the Load Tender, Load Tender Response, and Shipment Status messages. Your company will be provided with connectivity information to One Network's test environment and a test date when you can start testing your integration. Your company will perform testing of the Load Tender, Load Tender Response, and Shipment Status messages. One Network will provide one hour of free support to answer questions or help with technical difficulties. After the one hour of support, additional support will be on a time and materials basis. You will notify One Network when you have successfully transferred files and tested the Load Tender, Load Tender Response, and Shipment Status messages in the test environment. One Network will coordinate a date with you when you are ready for the integration to be deployed to production. One Network will deploy your integration to production and notify you once it is ready for production use.

5. What types of help and support resources are available?

Once your company is registered, you can access the One Network system and view and download available help files at any time. You may also save and access these files as a refresher, or for training new employees. One Network also provides additional online meetings and training sessions that can enhance the user's experience. Our customer support is available to assist your company in using One Network to its full potential.

6. How much does it cost?

There is a one-time activation fee for the Carrier Integration of \$1000. This includes one hour of support during the activation period. Additionally, there is an annual \$1250 subscription and support fee, which includes 12 hours of support per year. This covers up to 5 shippers. An additional annual \$1000 subscription and support fee is required for each additional increment of 5 shippers which includes 12 hours of support per year. Any support required above the support time allocated will be performed at \$175 per hour.

7. How am I billed?

Customers pay the activation fee and the annual subscription/support fee upon contract signature. After the first year, the annual support fee is paid at the beginning of each contract year.

8. How do I find out additional information about One Network Enterprises?

Additional information about One Network can be found at www.onenetwork.com.

Carrier Invoicing



We are asking all carriers to compare your invoices to One Network before you send them to our accounting department for payment. We have an overabundance of invoices sent to our office from accounting for approval due to the carrier's invoice not matching One Network. If there are any discrepancies please contact the Traffic Analyst that booked the load with you to have the adjustments made. We only pay the amount that is in One Network. When the carrier accepts the load at the rate in One Network, it becomes a binding contract.

The Traffic Analyst must be notified of the delay, prior to the detention period, for all layover or detention requests to be eligible for payment. If they are not notified the charges will be denied.

Requests for unloading detention (at our DC's) must first be verified by the Traffic Analyst for that division, before approval. The driver/truck must arrive on time for their delivery appointment for unloading detention eligibility.

Requests for loading detention (at the ship location) the Traffic Specialist also needs to be notified as the detention has to be verified and approved. The driver/truck must arrive on time for their pick-up appointment for loading detention eligibility.

Invoices sent for payment, must be itemized as to the type of charge. (Example: Rate, fsc, extra stops etc).

Following these guidelines will help your company to be paid timely, making the process a win, win situation for all. We appreciate the applying of these guidelines to your invoicing process.

Invoice billing addresses:

U.S. Invoice Address:

PO Box 29071
MS 9507
Phoenix, AZ 85038

KLS Invoice Address:

3061 Independence Dr
Suite F
Livermore, CA 94550

Auto-Pay: Carrier Invoice Payment Option



In a continuous effort to drive innovation and competitive advantages through our Supply Chain, Albertsons has identified a paperless freight payment process to significantly improve efficiency and remove waste from our system. This process will also provide us the opportunity to deliver value to our carriers through expedited payment options. After careful consideration, we are excited to share with you our freight payment program which will allow you to choose from one of the following options:

1. Payment terms will be set to release funds within 5 business days after a compliant electronic invoice file¹ has been provided to Albertsons accounting for all amounts invoiced. Such file must correctly match the amount due in Albertsons's system and must reflect only product that has been received. Payment on such files will be made direct to your bank via electronic funds transfer (EFT). To qualify for this payment option carriers must provide Albertsons with a 2% cash discount.²
2. Payment terms will be set to release funds within 10 business days after a compliant electronic invoice file¹ has been provided to Albertsons accounting for all amounts invoiced. Such file must correctly match the amount due in Albertsons's system and must reflect only product that has been received. Payment on such files will be made direct to your bank via electronic funds transfer (EFT). To qualify for this payment option carriers must provide Albertsons with a 1% cash discount².
3. Payment terms will be set to release funds within 15 business days after a compliant electronic invoice file¹ has been provided to Albertsons accounting for all amounts invoiced. Such file must correctly match the amount due in Albertsons's system and must reflect only product that has been received. Payment on such files will be made direct to your bank via electronic funds transfer (EFT). To qualify for this payment option carriers must provide Albertsons with a 0.5% cash discount².
4. If you choose not to participate in the expedited payment program, you will still need to provide an electronic invoice file to Albertsons accounting and provided that conforming product has been received, payment terms will be set to release funds within 45 business days from Albertsons' receipt of that file for all amounts invoiced that correctly match fulfillment of Albertsons' purchase order. Payment will be made direct to your bank via electronic funds transfer (EFT).

As a preferred carrier, you will be expected to choose from one of these options and to notify Albertsons of your preferred option.

¹ All electronic invoice files are to be formatted and submitted via Microsoft Excel.

² Payment Policies:

- The Invoice due date will be calculated based on the date of delivery to the Albertsons Warehouse.
- Albertsons will not send checks via overnight services.
- All invoices with a due date which falls on a weekend or holiday will be paid on the next business day.
- Albertsons considers the end of the payment cycle to be the check date.

Billing Process for Freight Claims (US)



We have recently identified a significant opportunity surrounding freight claim billing, as a very high number of invoices are aging well past 60 days. In response to this opportunity, Albertsons will be updating our A/R policy for freight claims.

- 1) All freight claims valued at \$1,000 USD or less will be processed by our accounting team for automatic debit
- 2) Freight claims valued at more than \$1,000 USD will be invoiced with an expectation of settlement no more than 60 days past the invoice date
- 3) Any freight claims valued at more than \$1,000 USD that are not settled within 60 days will be processed for debit

All freight claim intentions will continue to be communicated with a "Notice of Intent to Claim" correspondence prior to being sent to accounting. Any disputes of freight claim disposition will need to be communicated and handled with your Albertsons Corporate Traffic Analyst at the time of intent communication.

If you have any questions regarding this new policy, please feel free to contact your Traffic Analyst or the Leadership team at any time.



Fuel Bulletin

This is a current statement regarding fuel surcharges. Albertsons will use the following method to determine surcharge amounts:

- The base rate is \$2.359
- Fuel surcharges will continue to be paid per mile based upon the attached schedule. Mileage will be calculated using Rand McNally MileMaker Practical Miles (calculated in One Network for each load).
- Loads consigned to points within the following states will use PADD5 average: Alaska, California, Arizona, Washington, Oregon
- Loads consigned to points within the remaining US contiguous states will use the National U.S. Average.
- Surcharges will be adjusted and effective on Monday every week. The surcharge amount is based on the DOE weekly fuel update that is posted by 1500 hours EST each Monday (excluding holidays).
- This surcharge applies to all freight dispatched by Albertsons Inc.
- This fuel bulletin applies to OTR truckloads that are contracted through and/or tendered by the Albertsons Corporate Traffic Department only.
- Example of calculation:
 - ▶ Fuel surcharge based upon DOE posting on April 1st, 2018
 - ▶ US average \$3.042 surcharge = \$0.111 per mile.
 - ▶ PADD5 average \$3.487 surcharge = \$0.187 per mile.

Max	Index			Max	Index			Max	Index
\$1.20	-\$0.175			\$3.50	\$0.177			\$5.80	\$0.531
\$1.25	-\$0.169			\$3.55	\$0.185			\$5.85	\$0.538
\$1.30	-\$0.162			\$3.60	\$0.192			\$5.90	\$0.546
\$1.35	-\$0.154			\$3.65	\$0.200			\$5.95	\$0.554
\$1.40	-\$0.146			\$3.70	\$0.208			\$6.00	\$0.562
\$1.45	-\$0.138			\$3.75	\$0.215			\$6.05	\$0.569
\$1.50	-\$0.131			\$3.80	\$0.223			\$6.10	\$0.577
\$1.55	-\$0.123			\$3.85	\$0.231			\$6.15	\$0.585
\$1.60	-\$0.115			\$3.90	\$0.238			\$6.20	\$0.592
\$1.65	-\$0.108			\$3.95	\$0.246			\$6.25	\$0.600
\$1.70	-\$0.100			\$4.00	\$0.254			\$6.30	\$0.608
\$1.75	-\$0.092			\$4.05	\$0.262			\$6.35	\$0.615
\$1.80	-\$0.085			\$4.10	\$0.269			\$6.40	\$0.623
\$1.85	-\$0.077			\$4.15	\$0.277			\$6.45	\$0.631
\$1.90	-\$0.069			\$4.20	\$0.285			\$6.50	\$0.638
\$1.95	-\$0.062			\$4.25	\$0.292			\$6.55	\$0.646
\$2.00	-\$0.054			\$4.30	\$0.300			\$6.60	\$0.654
\$2.05	-\$0.046			\$4.35	\$0.308			\$6.65	\$0.662
\$2.10	-\$0.038			\$4.40	\$0.315			\$6.70	\$0.669
\$2.15	-\$0.031			\$4.45	\$0.323			\$6.75	\$0.677
\$2.20	-\$0.023			\$4.50	\$0.331			\$6.80	\$0.685
\$2.25	-\$0.015			\$4.55	\$0.338			\$6.85	\$0.692
\$2.30	-\$0.008			\$4.60	\$0.346			\$6.90	\$0.700
\$2.35	\$0.000			\$4.65	\$0.354			\$6.95	\$0.708
\$2.40	\$0.008			\$4.70	\$0.362			\$7.00	\$0.715
\$2.45	\$0.015			\$4.75	\$0.369			\$7.05	\$0.723
\$2.50	\$0.023			\$4.80	\$0.377			\$7.10	\$0.731
\$2.55	\$0.031			\$4.85	\$0.385			\$7.15	\$0.738
\$2.60	\$0.038			\$4.90	\$0.392			\$7.20	\$0.746
\$2.65	\$0.046			\$4.95	\$0.400			\$7.25	\$0.754
\$2.70	\$0.054			\$5.00	\$0.408			\$7.30	\$0.762
\$2.75	\$0.062			\$5.05	\$0.415			\$7.35	\$0.769
\$2.80	\$0.069			\$5.10	\$0.423			\$7.40	\$0.777
\$2.85	\$0.077			\$5.15	\$0.431			\$7.45	\$0.785
\$2.90	\$0.085			\$5.20	\$0.438			\$7.50	\$0.792
\$2.95	\$0.092			\$5.25	\$0.446			\$7.55	\$0.800
\$3.00	\$0.100			\$5.30	\$0.454			\$7.60	\$0.808
\$3.05	\$0.108			\$5.35	\$0.462			\$7.65	\$0.815
\$3.10	\$0.115			\$5.40	\$0.469			\$7.70	\$0.823
\$3.15	\$0.123			\$5.45	\$0.477			\$7.75	\$0.831
\$3.20	\$0.131			\$5.50	\$0.485			\$7.80	\$0.838
\$3.25	\$0.138			\$5.55	\$0.492			\$7.85	\$0.846
\$3.30	\$0.146			\$5.60	\$0.500			\$7.90	\$0.854
\$3.35	\$0.154			\$5.65	\$0.508			\$7.95	\$0.862
\$3.40	\$0.162			\$5.70	\$0.515			\$8.00	\$0.869
\$3.45	\$0.169			\$5.75	\$0.523			\$8.05	\$0.877

To reiterate, this adjustment affects all freight movements with origins *and* destinations within the United States and Canada tendered by Albertsons's Corporate Traffic Department in Phoenix, AZ. If you have any questions about any origins / destinations or about the program, please feel free to contact your Albertsons Corporate Traffic representative or your Traffic Analyst.

Loading, Temperature & Transportation Requirements



Our goal is to minimize warehouse rejections and provide our customers with the highest quality products. The following requirements are provided as guidance for ensuring that our product arrives at our warehouses in optimal condition.

1. Maintain a correct temperature for products at all times. Product needs to be loaded at the low end of the temperature range. Reefer units **MUST** be set and maintained at all times on a continuous mode (not cycle-sentry) and transit temperatures i.e. set point, discharge and return air temps etc. need to be verified and confirmed with the attached checklist.
2. Drivers must be present on the dock at the time of loading to verify that pulp temperatures from at least 5 samples of the product throughout the load are taken during the loading process. Temperatures must be pulped with a properly calibrated device. Pulp temperatures **MUST** be documented on the BOL and/or driver checklist and both driver and shipper are required to sign off on the pulp temperatures for verification. The time of departure is to be noted on the bill of lading prior to the driver signing the bills.
3. Drivers are required to make sure all vendors have included a Sensitech Inc. temp recorder (**Black TempTale 4 model**) with their product. If a temp recorder other than Sensitech is provided please contact an Albertsons representative. Verify that the temp tale has been activated and placed on top of a pallet (if ice is used, place the TempTale on the side of the pallet). Verify that pallet tags identifying the location of the temp recorder placement are provided. Drivers are to make sure recorders are retrieved from the noted location in the trailer upon delivery of products. Trailer reefer data capability i.e. ThermoKing downloads will be given consideration for dispute resolution. Reefer downloads and Sensitech data will be analyzed and considered when we review temperature claims/rejections. A committee will review questionable claims when necessary. The trailer number on the reefer download must match the bills.
4. For loads consisting of a single product, the driver is required to maintain temperatures as outlined on the bill of lading provided by the shipper. For loads consisting of mixed product with inconsistent temperature ranges, an Albertsons Corporate Traffic representative should be contacted for advisement on appropriate temperature settings.
5. Loads must be properly blocked and braced for transit. Trailers must be properly pre-cooled prior to loading. Load locks should be in place to help keep product stacks from shifting and falling. Air bags are to be provided upon driver request or as deemed necessary by the shipper. Damages must be reported to an Albertsons Corporate Traffic representative prior to bills being signed.
6. Loading Pattern: Albertsons recommend, as a general practice, center line loading to ensure cold chain integrity and product temperature. Load Height: All loads should have a minimum of 12 inches clearance from the ceiling.
7. Product is to be correctly counted and verified on the bills of lading. Make sure bills are not signed if counts are not correct. Make sure the driver reports incorrect counts to their dispatcher. Bills of lading and the Albertsons loading checklist must be complete with: a) time, b) date and c) product pulp temperature range prior to signing. The carrier will be responsible for maintaining a copy of both the bill of lading and the checklist.
8. Loads that have dry product must be kept dry. Do not stack wet items on top of dry items.
9. Upon arrival to Albertsons Distribution Centers driver must keep trailer doors closed until they are assigned a door and instructed by the warehouse to back in for QC inspection. The reefer unit is to remain on until product is unloaded and bills are signed out to the driver unless otherwise instructed by Albertsons inspector.
10. You may ship organic produce on the same truck as conventional, according to the USDA guidelines. Organic produce can be shipped on the same pallet as conventional as long as organic is placed on top and have a slip-sheet between the products.

Thank you for your compliance and we look forward to a continuation of our relationship. If you have any concerns or questions regarding this letter of requirements, please do not hesitate to contact your Albertsons Traffic Analyst.

Produce Growing Region

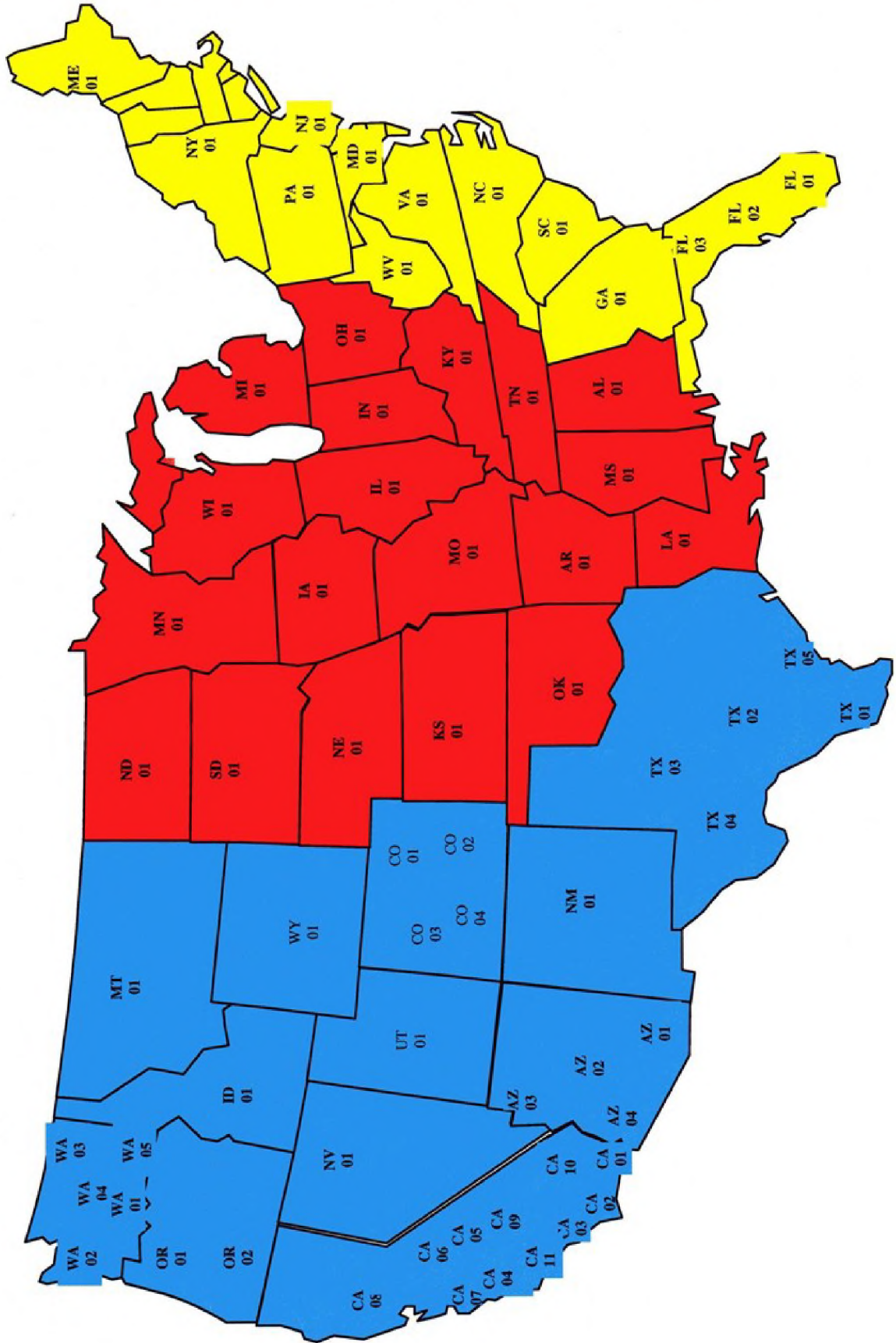


Albertsons Corporate Traffic uses a "growing region" for produce load origins. Only the central city location of the growing region is listed. A growing region can have many cities in it. Growing Region Maps will follow this page.

STATE	CITY	ZIP	REGION
AL	BIRMINGHAM	35203	AL01
AR	LITTLE ROCK	72201	AR01
AZ	NOGALES	85648	AZ01
AZ	NOGALES	85648	CBAZ
AZ	PHOENIX	85003	AZ02
AZ	PARKER	85344	AZ03
AZ	YUMA	85364	AZ04
AZ	YUMA	85365	OMAZ
CA	EL CENTRO	92243	CA01
CA	SAN DIEGO	92101	CA02
CA	VERNON	90058	CA03
CA	VERNON	90058	NCCA
CA	VERNON	90058	WVCA
CA	SANTA MARIA	93454	CA04
CA	FRESNO	93706	CA05
CA	FRESNO	93706	BACA
CA	SACRAMENTO	95814	CA06
CA	WATSONVILLE	95076	CA07
CA	CASTROVILLE	95012	OMCA
CA	SAN FRANCISCO	94102	CA08
CA	BAKERSFIELD	93301	CA09
CA	COACHELLA	92236	CA10
CA	OXNARD	93030	CA11
CA	PORT HUENEME	93041	CAPH
CO	DENVER	80002	CO01
CO	ROCKY FORD	81067	CO02
CO	GRAND JUNCTION	81501	CO03
CO	MONTE VISTA	81144	CO04
DE	WILMINGTON	19899	DE01
FL	FORT PIERCE	33109	FL01
FL	ORLANDO	32801	FL02
FL	GAINESVILLE	32601	FL03
GA	VIDALIA	30474	GA01
ID	POCATELLA	83201	ID01
IL	CHAMPAIGN	61820	IL01
IN	INDIANAPOLIS	46201	IN01
KS	WICHITA	67202	KS01
KY	LEXINGTON	40502	KY01
LA	BATO ROUGE	70801	LA01
MA	MIDDLEBORO	2346	MA01
MD	BALTIMORE	21201	MD01

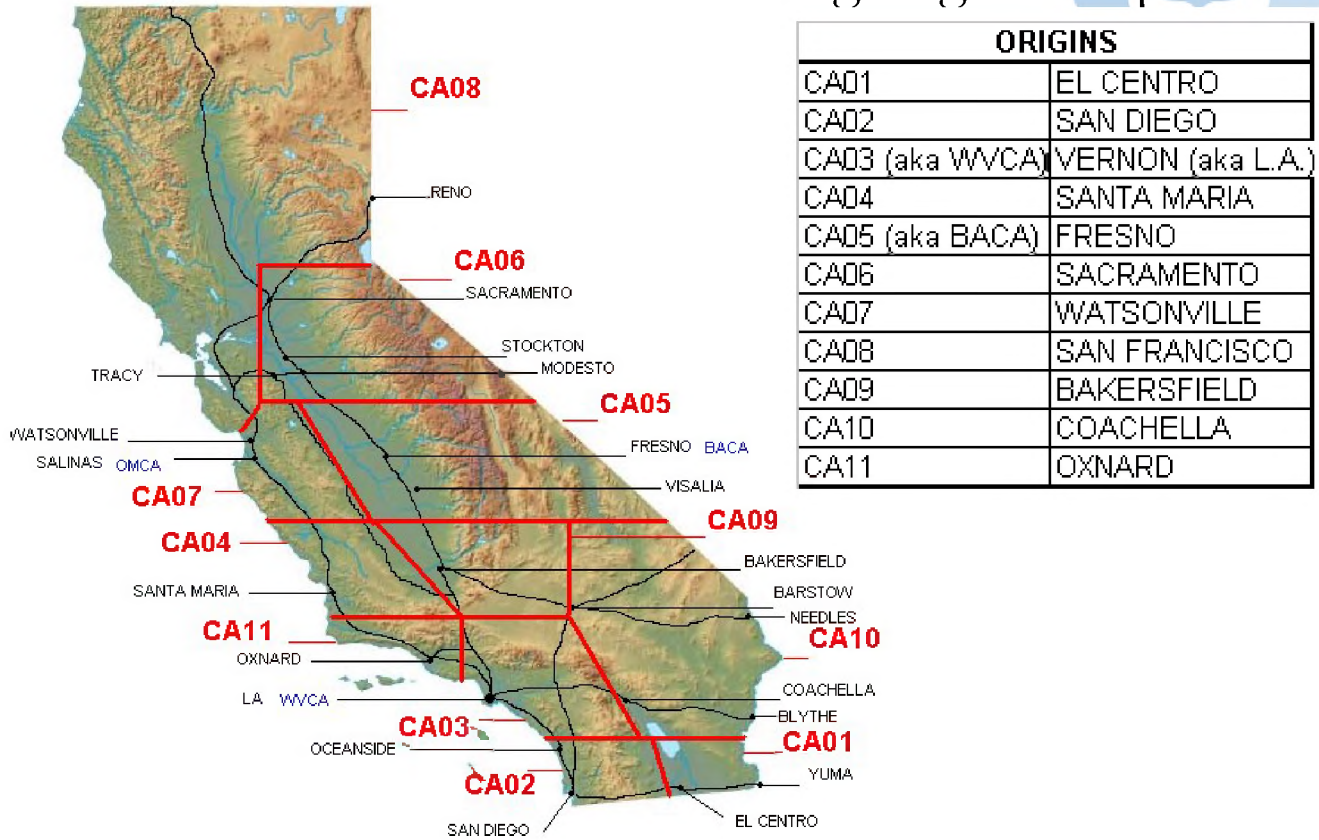
STATE	CITY	ZIP	REGION
ME	PORTLAND	4101	ME01
MI	ANN ARBOR	48103	MI01
MN	MINNEAPLOIS	55401	MN01
MO	ST. LOUIS	63101	MO01
MS	JACKSON	39201	MS01
MS	GULFPORT	39503	MSGP
MT	HELENA	59601	MT01
NC	CHARLOTTE	28202	NC01
ND	BISMARCK	58501	ND01
NE	OMAHA	68046	NE01
NJ	GLOUCESTER CITY	8030	NJ01
NM	ALBUQUERQUE	87101	NM01
NV	YERINGTON	89447	NV01
NY	ALBANY	12202	NY01
OH	COLUMBUS	43085	OH01
OK	OKLAHOMA CITY	73102	OK01
OR	CLACKAMAS	97015	OR01
OR	EUGENE	97401	OR02
PA	PHILADELPHIA	19102	PA01
SC	COLUMBIA	29201	SC01
SD	PIERRE	57501	SD01
TN	NASHVILLE	37201	TN01
TX	MCALLEN	78503	TX01
TX	AUSTIN	78701	TX02
TX	DALLAS	75201	TX03
TX	AMARILLO	79101	TX04
TX	HOUSTON	77051	TX05
TX	GALVESTON	77550	TXGV
UT	SALT LAKE CITY	84101	UT01
VA	RICHMOND	23219	VA01
WA	YAKIMA	98901	WA01
WA	SELAH	98942	YAWA
WA	SEATTLE	98101	WA02
WA	OKANOGAN	98840	WA03
WA	WENATCHEE	98801	WA04
WA	WENATCHEE	98801	WEWA
WA	PROSSER	99350	WA05
WI	MADISON	53703	WI01
WV	MARTINSBURG	25401	WV01
WY	CHEYENNE	82001	WY01

U.S. Produce Growing Region Map

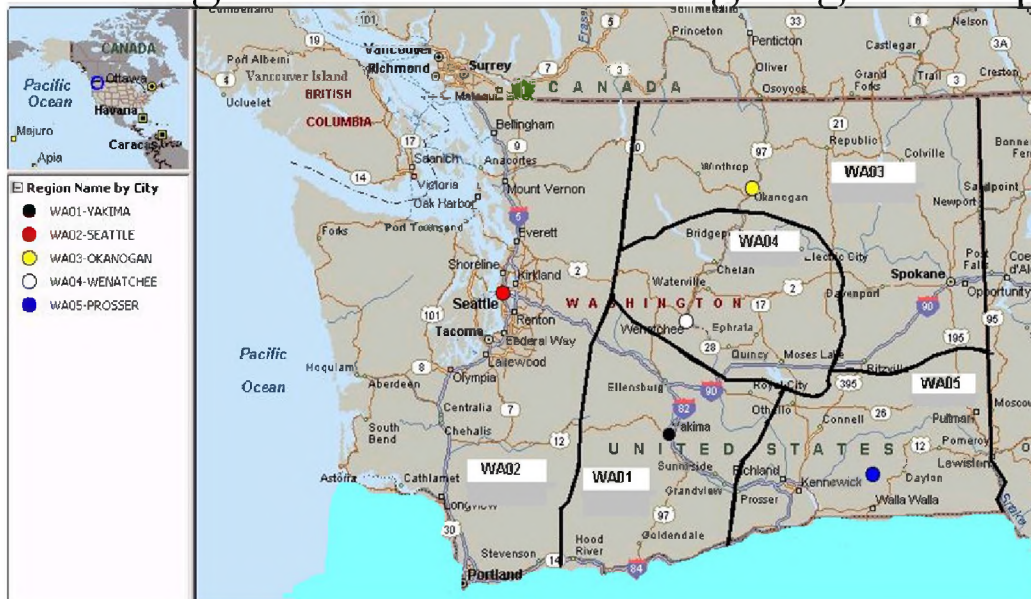




California Produce Growing Region Map



Washington Produce Growing Region Map



Albertsons Warehouse Check-In and Unloading Delivery Process



A list of frequently asked questions (FAQ's) on the Delivery Compliance Program will follow these 2 pages.

Driver Check-In Procedures

- **All trucks must check-in with Albertsons onsite unloading service (lumping service), even if the driver chooses to manage their own unloading. Trucks are not considered "arrived" until they have checked in with Albertsons onsite unloading service**
- Albertsons onsite unloading services are positioned either at the front/main driver gate at our distribution centers or inside the facility at a designated location. Signage at each facility will direct drivers to the appropriate gate and unloading service check-in locations
- Drivers are to check-in no more than 1 hour prior to their delivery appointment (unless otherwise directed by individual facility procedures) to minimize congestion and expedite the product receiving process

Late Truck Receiving

Any truck that checks in with the unloading service more than one-half hour after their scheduled appointment in One Network will be considered to be late. Late trucks and trucks without appointments will be received only if the following three conditions have been satisfied at the DC:

- All on-time arrivals are being received and being unloaded in a timely manner
- Dock space is open
- Labor is available

The truck will wait at the end of the receiving queue until all three are satisfied. The truck will be brought in at the discretion of the receiving supervisor.

Once these criteria have been met, Albertsons will receive **late and no appointment trucks on a first come, first serve basis, based on their respective check-in times with the unloading service. There are two exceptions, the first taking priority over the second. First exception; if Procurement/Merchandising determines the late load to be a "priority receiving" load, which means the load contains promotional items, extreme out of stocks or other hot P.O.'s, then the load will move up in the queue. Second exception; if the late load is controlled by Albertsons Corporate Traffic.** Based on necessity, these priority loads will be the first late/no appointment trucks to be received. Late trucks will not be received before trucks arriving at their scheduled appointment times. **All late trucks, including those that arrive less than 30 minutes past their appointment, will be ineligible under any circumstances for detention reimbursement.**

Rejecting and Rescheduling Late Loads

If a truck arrives more than two (2) hours after its scheduled appointment time, Albertsons reserves the right to reject the truck or request that the truck be rescheduled for the next available open receiving appointment time slot. The only exception is if the load is determined to be a priority load, which then is subject to the Late Truck Receiving guidelines. The warehouse will contact a procurement manager to determine if a late load should be considered a priority.

Albertsons Warehouse Check-In and Unloading Delivery Process

Continued from previous page



No Appointment

All vendors and/or carriers must schedule an appointment time for each and every purchase order on every truck that is delivering product to our distribution centers. Albertsons's One Network Appointment Scheduling system allows multiple purchase orders to be scheduled as part of a single appointment. Appointment slots fill up quickly in most DC's so appointments should always be scheduled as soon as possible after receiving an order to allow for arrival on the Requested Arrival Date (RAD). With the exception of produce street market trucks and Rapid Replenishment program trucks, all appointments must be scheduled at least 1 business day prior to delivery. We have labor scheduled to receive purchase orders with appointments only. **A 'no appointment' load, including loads that don't have ALL purchase orders scheduled in One Network, will be treated similarly to a late load and will be positioned in the late truck receiving queue.** The load would then be received according to the Late Truck Receiving guidelines. The warehouse will contact a procurement manager to determine if a 'no appointment' load should be considered a priority.

Driver Unload Procedures

Drivers who choose to manage their own unloading are allowed no more than 2 hours on Albertsons docks. Repeated failure to adhere to this policy will result in mandatory hiring of Albertsons onsite unloading service in order to complete receiving, and may be subject to a delay charge as determined by facility management

A list of frequently asked questions (FAQ's) on the Delivery Compliance Program will follow this page.

Please note that this program is an effort for Albertsons to increase the efficiency of its suppliers and carriers and to improve overall supply chain performance. Albertsons reserves the right to modify or update this program at any time, and may, in connection with such an update, add monetary charges to compensate Albertsons for non-compliance in the event that overall performance does not satisfy Albertsons's business needs.

Detention Requests & Payment

The terms for Detention are outlined in Appendix E, however due to system constraints we need to be able to get all added costs into One Network and accounted for within a tight timeline as it relates to our cost of goods. **As such all detention requests, for both loading and unloading, need to be submitted within 48 hours of occurrence.**

We know this requirement will put more pressure on you and your team to be able to execute properly. Unfortunately, it is needed on our end for accounting purposes. Any submissions after the 48-hour mark likely will not be paid. We ask you get your team on board ASAP with this change, so we can make sure your drivers are compensated properly for their time.

This new standard process is effective starting October 15th 2018.



U-Chain – Unloading Process

(NOT ALL LOCATIONS USE U-CHAIN LUMPERS)

****NEW** Driver Instructions**

NO CASH – NO EXCEPTIONS...

U-Chain Lumpers runs a cashless operation. We do NOT accept any form of payment on site.

DRIVER, HERE ARE 10 STEPS TO SIMPLIFY YOUR VISIT...

- 1. Driver checks in with U-Chain Lumpers** Trailer Checker at shack. Bring your Bills and notify us if you need a lumper or if you are a driver unload. Make sure you provide us with a reliable cell phone number.
- 2. Please wait in your truck**, the Trailer Checker will either call your cell phone with your door assignment or come directly to your truck. Obtain your Bills before heading to the door. Keep your cell phone on at all times to avoid any delays.
- 3. Don't forget to collect your Bills** before heading to the door. Proceed to assigned door and back into door.
- 4. Take your Bills to the Customer Service Booth** for U-Chain Lumpers and finalize Lumper Service or Driver Unload.
- 5. Please wait in your truck while you are unloaded.** You will receive a call from U-Chain Lumpers Billing Department during your unloading process to receive your bill amount. If you are unloading yourself, we will give you your ti-hi, and direct you to the Dock.
- 6. U-Chain Lumpers Billing Department will call you** immediately after we are done lumping your load. Please take care of your payment ASAP to expedite your departure.
- 7. Our Customer Service Rep. will then bring your Bills** along with your payment receipt directly to your truck. It is important that you stay at or very near your truck to expedite your departure.
- 8. Exit your door ONLY if you have received your receipt**, Bills and if you have a green dock light.
- 9. Exit facility, check out with SECURITY.** KEEP YOUR BILLS and RECEIPT...
- 10. Please keep your cell phone on at all times** to make your delivery as quick and simple as possible. We will contact you on this number to facilitate your delivery.

Thank you for your business! Please email us with your comments or concerns at customerservice@lumpers.net or by calling 888-654-LUMP



LUMPING SERVICES - AUBURN

Company Name	TW Services Inc.
Corporate Office	TW Services Inc. 2751 E. Chapman Ave. #204 Fullerton, California 92831 Corporate Office 714-441-2400 Fax 714-578-0297 Website URL http://www.twserviceinc.com/
Key Contacts	Hans Han 714-441-2400 General Carrier Inquiries Mike Han 714-441-2400 Accounts Receivable and Payable Christian Pita 714-853-8319 Auburn Business Leader
Hours of Service	Auburn Grocery Dock 3:00am -12:30pm Auburn General Merchandise Dock 3:00pm -11:30pm Auburn Produce Dock 3:00am - 12:30pm Auburn Perishable Dock 5:00am - 12:30pm Auburn Frozen Dock 5:00am -12:30pm Auburn Meat Dock 3:00am -12:30pm Kent Liquor Dock 4:00am - 12:30pm
Payment Methods	Direct Bill All Major Credit Cards T-Check Com Check EFS Check TCH Check
Carrier Requirements	<ul style="list-style-type: none">✓ Safeway and contractors require drivers to check in at the TW CSR Booth located at the entrance to the facility.✓ All BOL's are handled by the TW CSR.✓ All required data collection and payment if needed is completed at this location.✓ Drivers contracting the unloading service are not allowed on the receiving dock.✓ Drivers <u>not</u> using the unloading service must be <u>site specific certified as per Safeway requirements</u> in order to unload their own truck.✓ Drivers that are site certified and are <u>not</u> using the 3rd party unloading service <u>must check in and out</u> at the TW CSR Booth and will be escorted to their unload location.



Capstone Logistics – Lumper Service

(NOT ALL LOCATIONS USE CAPSTONE LOGISTICS)

Capstone Logistics Melrose Park/Jewel Osco

Location: 1955 W North Ave Melrose Park, IL

Contact: James Cinquimani, 269-830-0414, 40224smgr@capstonelogistics.com

Hours: Perishable: 0300 until midnight, Grocery: 0800 until midnight

Payment: Cash, Comdata, T-checks & Fleet checks, Payment required at time of service.

Requirements: Check in with gate guard with P.O. numbers and follow their instructions.

Capstone Logistics Salt Lake City

Location: 620 West 600 North Salt Lake, UT 84054

Contact: Tyler Savage, 580-678-7525, 40227@capstonelogistics.com

Hours: 3:45 A.M. until midnight 7 days a week

Payment: Cash, Comdata, T-checks & Fleet checks, Payment required at time of service.

Requirements: Check in with gate guard with P.O. numbers and follow their instructions.

Capstone Logistics C&S Upper Marlboro

Location: 16060 Leeland Rd. Upper Marlboro MD 20774

Contact: Roger Norris, 443-223-4739, 30140@capstonelogistics.com

Hours: Perishable 2200 until 1000

Payment: Cash, Comdata, T-checks & Fleet checks, Payment required at time of service.

Requirements: Check in with gate guard with P.O. numbers and follow their instructions.

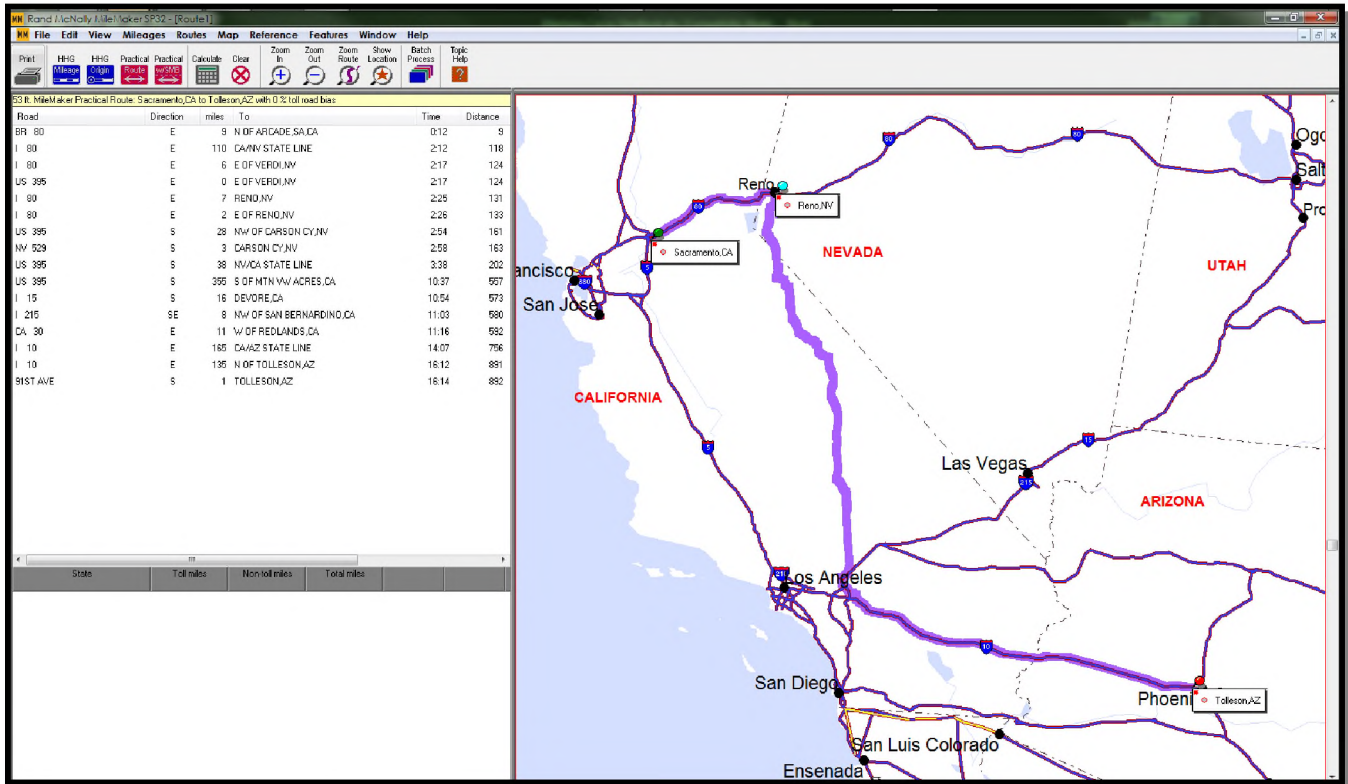


Out-of-Route Miles

Out-of-Route miles are the miles traveled more than the miles from the origin to the destination as calculated by the current version of Rand McNally MileMaker for Household Goods.

Example:

A load's origin is in Sacramento, CA, destined for the Albertsons Tolleson Grocery DC in Tolleson, AZ (currently, the total miles are 760). There is now an additional stop in Reno, NV (increasing the miles to 892). With this new additional stop in Reno, NV, Out-of-Route miles will apply with the value of 132 miles.



Out-of-Route miles are applied when there is a substantial number of miles accrued due to Albertsons dispatching pickup or stop off locations in route for a lane (Origin/Destination pairing), where the linehaul rate is based upon a flat dollar amount of that lane.

Albertsons is only liable for miles traveled out-of-route when Albertsons gives the direction for the route at hand during or before the time of load tender. Should the carrier decide to use a more circuitous route, than is practical under the geographical points of service, those extra miles shall not be considered for payment.



Produce Rejection at Receiving

Albertsons inspects produce at the time of receiving at our distribution centers. Our goal is to minimize warehouse rejections and provide our customers with the highest quality products. Please refer to the **LOADING, TEMPERATURE AND TRANSPORTATION REQUIREMENTS** that are part of the Carrier Handbook.

If our Quality Control Inspector at the DC determines that product is to be rejected, the product may be placed back on the truck, pending a disposition. The QC Inspector issues a rejection notice (example below). The disposition will appear at the bottom of the rejection notice. Your Traffic Analyst will notify you when a rejection is placed on your truck. A disposition will be issued and you will be notified. If it is a carrier claim, the carrier takes possession of the product and Albertsons issues a claim notice. Corporate Brand items must be dumped or disposed. If it is a vendor claim, the disposition will provide information on the vendor contact and/or redelivery instructions. Redelivery fees and any detention associated with the rejection will be agreed upon between the vendor and the carrier. Most rejections on a Sunday will not have a disposition issued until the next day, Monday. Please contact your Traffic Analyst if you have any questions.

Inspection Notification

WIMS PO Number : 49XXXX
Foreign PO Number : 34XXXX
Vendor : VENDOR NAME (OXXXX)
Inspection Date : 12/XX/2015
Description : BROCCOLI ORGANIC (84710406)
Result : Fail

Rejection Details

Start Time of Inspection : 5:27 AM PST
Basic Reason For Rejection: _A. Serious Defect
Current Location : On Truck
Truck/Carrier : CARRIER NAME
Label/Farm : VENDOR NAME
Amt Ordered : 240
Qty Shipped From Vendor: 240
Amt Rejected : 240
Net Weight : 5760.000
Rejected Weight : 5760.000
Pulp Temperature : 34.5/36.6/35.0
Recorder Brand : None
Rejection Reasons :

Defect Name	Avg %	Low %	High %	Details
-----	-----	-----	-----	-----
Live Insects	100			Every sample took is infested with Live Insects.

Disposition Code : 1 Code 1 Rejection/Vendor Claim
Comments : Please have carrier take to XXXX



Redelivery Process for Rejected Product

We are rolling out a new program to better support redeliveries of our managed business. In this case it is regarding the redelivery of rejected product resulting in a vendor quality disposition.

- The new fee structure includes billing Albertsons Companies directly for the redelivery of the rejected product.
- The fee amounts are as follows:
 - ***Redeliveries/dump/donate dispositions within 50 miles of the DC will be a flat \$200.***
 - ***Redeliveries/dump/donate dispositions more than 50 miles of the DC will be a flat \$2.00 per mile.***
- These fees will be requested by the same process you are currently using for detention requests (within 48 hours of occurrence).
- These charges will be added in One Network by your Traffic Analyst as a "Rejection Redelivery" accessorial. Like all other charges associated with a load these costs must be in One Network prior to invoicing.
- This is for Albertsons Companies managed business only. If you are hauling loads for our Produce partners under vendor delivered terms this new process would not apply.
- Any redelivery arrangement vendor managed business would need to be directed to the vendor directly.

If you have any questions around this new program please reach out to Lindsay Thiesse (lindsay.thiesse@albertsons.com) or Matt Geurts (matthew.geurts@albertsons.com).



New Carrier Review at 30, 60 and 90 Days

We look forward to growing our partnership with your company! After your setup has completed, Albertsons will conduct a follow up business review in increments of 30, 60 and 90 days to ensure a successful partnership. The agenda will include the Albertsons' compliance criteria as well as any obstacles that you may be encountering. Please feel free to have open dialogue with your Traffic Analyst on any daily changes.

Keep track of your review:

Contract Signed Date: _____

30 Day Review (Contract Date +30 days): _____

60 Day Review (Contract Date +60 days): _____

90 Day Review (Contract Date +90 days): _____

Some of the topics we will discuss are:

A) Checking in with partner to see how general business is going

B) Possible partner concerns regarding the TMS applications?

C) Possible partner concerns regarding communication?

D) Possible partner concerns regarding RFQs?

E) How are the relationships between your team and the Albertsons Traffic Analyst going?

F) Truckers Against Trafficking – has your company partnered with TAT?

G) Current market outlook?

H) New business opportunities

USING ONE NETWORK FOR CARRIERS



Table of Contents

<u>Section 1: Access and Login</u>	25
<u>Section 2: Personal Settings and Creating Alerts</u>	26
<u>Section 3: The Tendered Screen</u>	34
<u>Section 4: Accepting and Rejecting Loads</u>	35
<u>Section 5: The Confirmed Screen</u>	36
<u>Section 6: Tracking Events</u>	37
<u>Section 7: Cost Details and Accessorial Charges</u>	40
<u>Section 8: The History Screen</u>	40
<u>Section 9: Scheduling Appointments</u>	42
<u>Section 10: Searching Shipments and Loads</u>	47
<u>Section 11: Printing Loads</u>	48
<u>Section 12: Using Help</u>	48



SECTION 1: Access and Login

1.1 Login to One Network

1.2 Reset Password from the Login Screen

1.3 Change Password from Options Menu

1.4 Log off One Network

1.1: Login to One Network

Open an internet browser (Internet Explorer is recommended but not required) to the following webpage and login with a valid username and password. (One Network access is granted by a supervisor)

<https://logon.onenetwork.com/sso/logon.sso>

The first screen that will appear is the Dashboard. This is not used for load tendering, and it may be closed by clicking the 'x' on the Dashboard tab at the top left of the screen.

1.2: Reset Password from the Login Screen

From the Login screen, click "Forgot Password?"

A prompt will appear requesting a username and email address. Enter these and click OK.

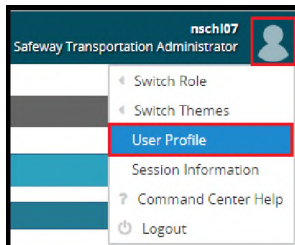
One Network will create a random password and email it to the address provided.

Once the email is received, find the random password that has been created. Use this password to log in to One Network.

After clicking Login, the user will be prompted to enter the random password again, followed by a new password they wish to use.

1.3: Change Password from the Options Menu after Login

The Options Menu icon is available in the top-right corner of the screen. Click the icon in the top-right corner and select User Profile.



(Figure 1-1 – User Profile via the Options Menu)

From the user profile page, click Change Password, fill in the prompt that appears and click Submit.



The 'Change Password' form contains the following text and fields:

Change Password

Create a new password between 8 and 15 characters long containing at least one each of the following: alpha (a-z, A-Z), numeric (0-9), and special (!, #, \$, etc). Do not use spaces. Select a password that will be difficult to guess but easy for you to remember.

* Current Password:

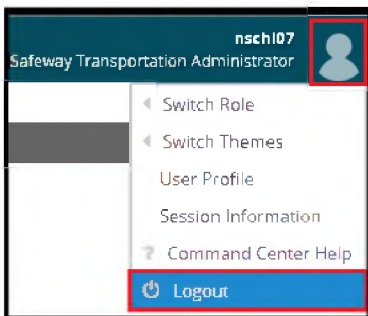
* New Password:

* Confirm New Password:

Submit Cancel

(Figure 1-2 – Change Password from the Options Menu)

1.4: Log off One Network



(Figure 1-3 – Logout via the Options Menu)

Click the options menu icon in the top-right corner and select Logout.

After clicking this button, the user will be navigated back to the Login screen.

SECTION 2: Personal Settings

2.1 Options Menu

2.1.1 Switch Themes

2.1.2 User Profile

2.2 Alert Subscriptions

2.2.2 Add New Alert Subscription

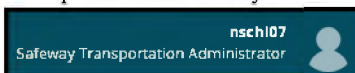
2.2.3 Delete Alert Subscription

2.2.4 Edit Alert Subscription

2.2.5 Alerts Inbox

2.1: Options Menu

The Options Menu is always accessible by clicking in the top-right corner of the screen. Click anywhere in this area to open it:



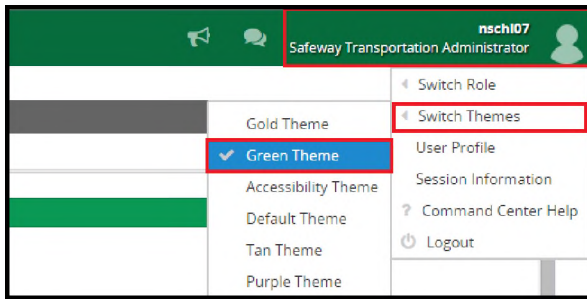


2.1.1: Switch Themes

Switching themes changes the color scheme of the user's One Network display.

Once a theme is selected, it will be the selected theme every time the user logs in.

Click the Options Menu icon > Highlight 'Switch Themes' > Select the desired color scheme.



(Figure 2-1 – Switching Themes)

2.1.2: User Profile

The User Profile screen allows the user to edit a few custom settings.

Click the Options Menu icon > Select 'User Profile'.

From the User Profile screen, shown in *Figure 2-3* below, the user may:

- A. **Edit their name/email**
- B. **Change their Max Tab Count** – When the user tries to open more tabs than the Max Tab Count allows, they will be unable to do so. Default value is 7 tabs.
- C. **Change their Time-Zone** – This will affect the appearance of Dates/Times in One Network. It is important to make sure this field is correct.
- D. **Change Password** – Clicking this button will display a small screen prompting for the user's current password and what their new password will be. See [section 1.3](#) for more information.



The screenshot shows the 'User Profile' screen in the system. At the top, there are navigation tabs: Transportation, Scheduling, Financials, Reports, Contract Mgmt, Administration, and Tools. Below the tabs, the 'User Profile' section contains several fields: * First Name: Nathan, * Last Name: Schleifer, * E-Mail: Nathan.Schleifer@safeway.com, * Max Tab Count: 12, * Max Tab Exceed Behavior: Warn, * Locale: English, and * Time Zone: (GMT-07:00) Mountain Standard Time (America/Phoenix). There is also an 'Examples' section with the following text: Number: 123,456,789, Currency: 123,456,789.00, Date: 9/22/2005, Time: 1:10 PM MST.

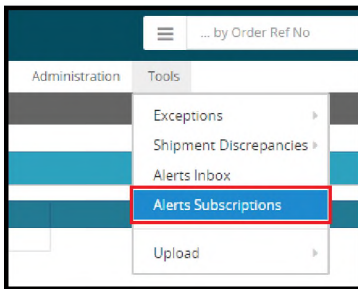
(Figure 2-2 –

User Profile Screen)

2.2: Alert Subscriptions

Users are able to set up automatic alerts that will email them when a specified event takes place in One Network.

First, click 'Tools' at the top-center of the screen, and then click 'Alerts Subscriptions'.



(Figure 2-3 – Accessing Alerts Subscriptions)

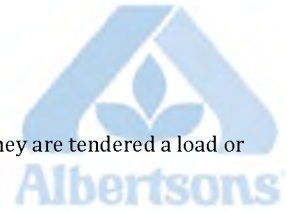
This will open the Alerts Subscriptions screen, which will display all alerts to which the user is actively subscribed. From here, the user will be able to edit, delete and add new alert subscriptions.

The screenshot shows the 'Alerts Subscriptions' screen. At the top, there are navigation tabs: Transportation, Scheduling, Financials, Reports, Contract Mgmt, Administration, and Tools. Below the tabs, the 'Alerts Subscriptions' section contains a table with the following columns: Alert Subscription, Alert Type, Mobile Delivery, System Delivery, and Email Delivery. The table has three rows of example subscriptions. At the bottom, there are buttons for 'Export to Excel', 'Add Alert Subscription', and 'Actions'.

Alert Subscription	Alert Type	Mobile Delivery	System Delivery	Email Delivery
<input type="checkbox"/> Example Subscription	Movement Event Alert		Yes	Nathan.Schleifer@safeway.com
<input type="checkbox"/> Example Subscription 2	Movement Update Alert		Yes	
<input type="checkbox"/> Example Subscription 3	Appointment not scheduled on Target Date		Yes	

(Figure 2-4 –

Alerts Subscriptions Screen)



2.2.1: Required Alerts for Carriers

Carriers are required to set up the following 3 alerts exactly as they are in order to receive notification when they are tendered a load or when a load or shipment has been cancelled.

From the Alerts Subscriptions Screen, click 'Add Alert Subscription' at the bottom-right corner of the screen. This will bring up the New Alert Subscription Screen shown in *Figures 2-5, 2-6 and 2-7* below. Fill in all the data shown from top to bottom. As data is entered, the screen will change to allow different entries.

Click 'Save' to save alerts and begin receiving emails.

(Figure 2-5 – Load Tendered Alert Subscription)



The screenshot shows a web application interface for creating a new alert subscription. The browser address bar shows "one" and "by Order Ref No". The navigation menu includes "Transportation", "Scheduling", "Reports", "Contract Mgmt", "Administration", and "Tools". The active tab is "New Alert Subscription".

Alert Information:

- Subscription Name: Load Cancelled by Owner
- Category: Movement
- Alert Type: Movement Event Alert
- Publish:

Alert Type:

- E-Mail: EMail (nathan.schleifer@safeway.com)
- Mobile Email: None
- System Delivery:

Alert Filters:

- Event: Cancelled
- Shipment Number: [text input]
- Master Shipment Number: [text input]
- Order Number: [text input]
- Bill Of Lading Number: [text input]
- PRO Number: [text input]
- Ship From Site: [text input]
- Ship To Site: [text input]
- Ship From Org: [text input]
- Ship To Org: [text input]
- Current Carrier: [text input]
- Item Name: [text input]
- Item Description: [text input]
- Originator: [text input]

(Figure 2-6 – Load Cancelled Alert Subscription)

The screenshot shows a web application interface for creating a new alert subscription. The browser address bar shows "one" and "by Order Ref No". The navigation menu includes "Transportation", "Scheduling", "Reports", "Contract Mgmt", "Administration", and "Tools". The active tab is "New Alert Subscription".

Alert Information:

- Subscription Name: PO Cancelled by Owner
- Category: Shipment
- Alert Type: Shipment Event Alert
- Publish:

Alert Type:

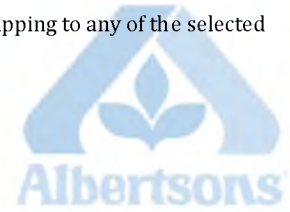
- E-Mail: EMail (nathan.schleifer@safeway.com)
- Mobile Email: None
- System Delivery:

Alert Filters:

- Event: Cancelled
- Shipment Number: [text input]
- Master Shipment Number: [text input]
- Order Number: [text input]
- Bill Of Lading Number: [text input]
- PRO Number: [text input]
- Ship From Site: [text input]
- Ship To Site: [text input]
- Ship From Org: [text input]
- Ship To Org: [text input]
- Current Carrier: [text input]
- Item Name: [text input]
- Item Description: [text input]
- Originator: [text input]

(Figure 2-7 – PO Cancelled Alert Subscription)

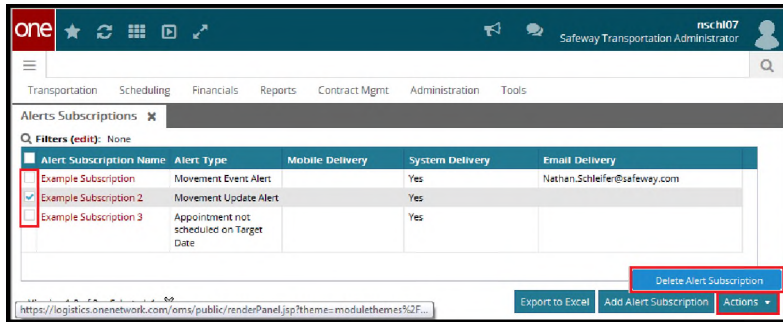
The example above shows an alert that will email the user when a Delayed event is entered on a Movement shipping to any of the selected warehouses.



2.2.2: Delete Alert Subscription

First, click 'Tools' at the top-center of the screen, and then click 'Alerts Subscriptions' to open the Alert Subscriptions screen.

To delete an alert subscription, click the checkboxes of the subscription(s) to be deleted, click 'Actions' > Delete Alert Subscription. Then click submit when prompted to do so, and the subscription(s) will be deleted from One Network.

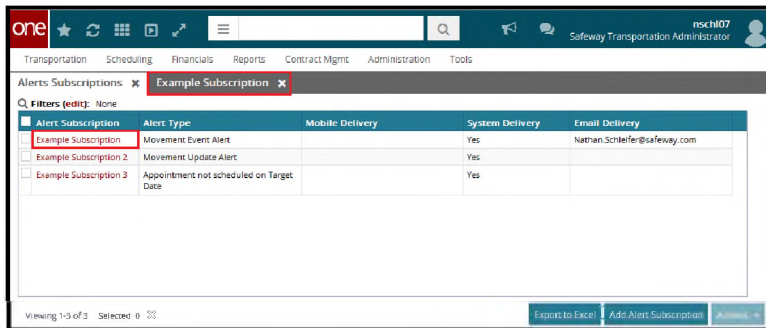


(Figure 2-8 – Delete Alert Subscription)

2.2.3: Edit Alert Subscription

To edit an existing alert subscription, click on the subscription name in the Alerts Subscriptions screen.

This will reopen the screen used to create the alert. Edit the alert in this screen, and click Save.



(Figure 2-9 – Edit Alert Subscription)

2.2.4: Alerts Inbox

When an alert is active, the user will receive email alerts to their personal email, and they will also have an Alerts Inbox in One Network. This inbox will list all of a user's alerts, which may be examined, filtered and deleted.



Priority	Mail	Date	Ref No	Subscription	Subject
<input checked="" type="checkbox"/>		11/9/2015 10:08 PM MST	014579896	Example Subscription 2	Movement - 014579896 Updated.
<input type="checkbox"/>		11/9/2015 8:20 PM MST	014635854	Example Subscription	Subject: Movement Number # "014635854" delayed
<input type="checkbox"/>		11/9/2015 6:39 PM MST	014634580	Example Subscription	Subject: Movement Number # "014634580" delayed
<input type="checkbox"/>		11/9/2015 5:12 PM MST	014634583	Example Subscription	Subject: Movement Number # "014634583" delayed
<input checked="" type="checkbox"/>		11/9/2015 4:16 PM MST	014647561	Example Subscription 2	Movement - 014647561 Updated.
<input type="checkbox"/>		11/9/2015 4:03 PM MST	014639199	Example Subscription	Subject: Movement Number # "014639199" delayed

(Figure 2-10 – Alerts Inbox)

To filter the alerts in the alerts inbox, click 'edit' at the top-left corner of the Alerts Inbox, enter the desired search parameters in one of the data fields as shown in Figure 2-11 below, and click 'Search'.

IssueSubscription: Example Subscription 3
Date Range: 11/2/2015 to 11/6/2015
IssueType: ---
Priority: ---
Status: Unread
Subject:

Search Clear Close

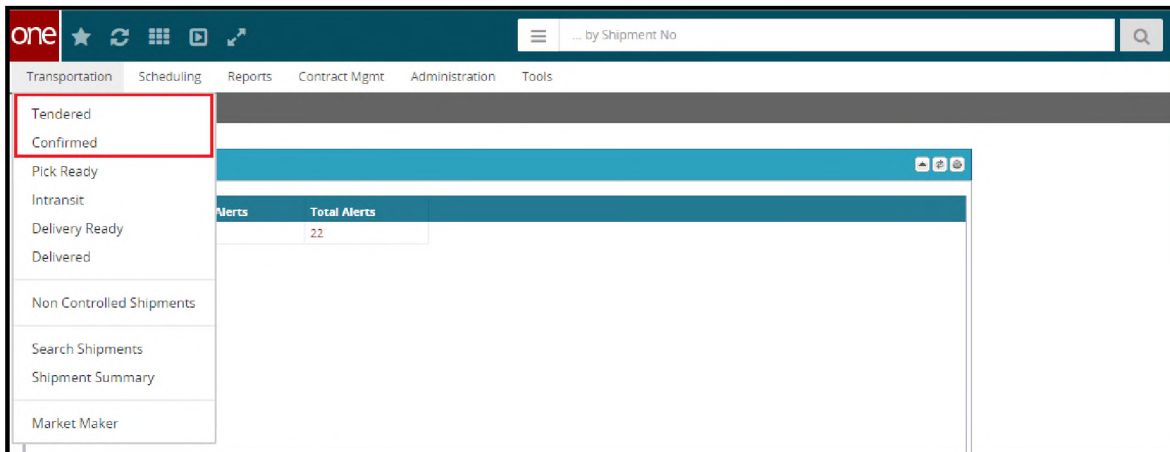
(Figure 2-11 – Filtering the Alerts Inbox)

SECTION 3: The Tendered Screen

The Tendered screen will display all loads that are currently tendered to the carrier but have not yet been confirmed or rejected. From this screen, the carrier has the ability to accept or reject their tenders.

3.1: Accessing the Tendered Screen

To open the Tendered Screen, click "Transportation" at the top left of the screen and select "Tendered" from the drop-down list.



(Figure

3-1 – Accessing the Tendered Screen)

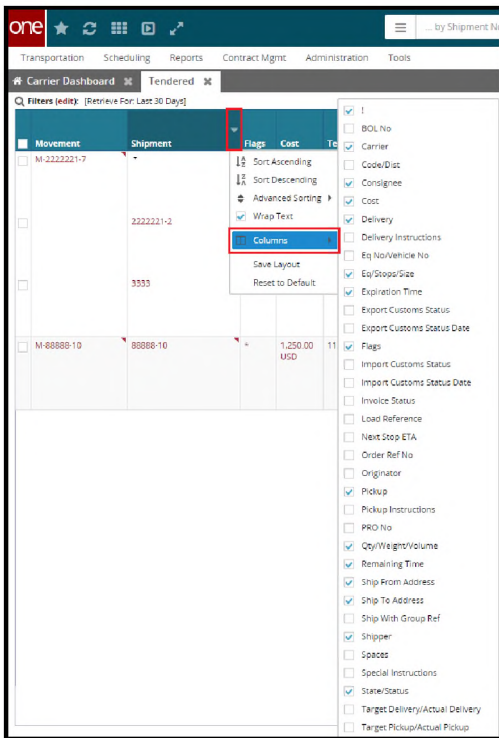
3.2: Customizing the Tendered Screen

3.2.1: Toggle Column Visibility

It is recommended to organize the Tendered Screen so that useful columns are visible, and unimportant columns are not visible. Example shown below.

- A. Choose any column and click the arrow to the right of the column header.
- B. Highlight 'Columns'.
- C. Deselect columns so that only the following columns are selected:

!, Carrier, Consignee, Cost, Delivery, Eq/Stops/Size, Expiration Time, Flags, Pickup, Qty/Weight/Volume, Remaining Time, Ship From Address, Ship To Address, Shipper, State/Status, and Tender Time.



(Figure 3-2 – Customizing columns - Tendered/Confirmed Screens)

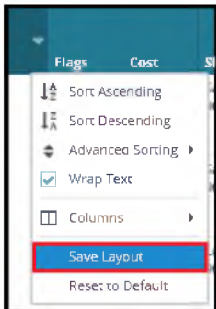
3.2.2: Adjust Column Width

The width of each column may be compressed or expanded.

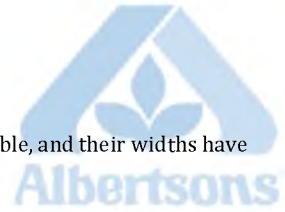
- A. Hover the cursor over the right edge of the column header to be adjusted.
- B. Click, hold and drag to adjust the width of the column

3.2.3: Click Save Layout

When finished customizing, click the column dropdown menu again and select 'Save Layout'.



(Figure 3-3 – Clicking Save Layout)



3.2.4: Fully Customized Example

Below is a screenshot of an optimally customized Tender screen. Only the most important columns remain visible, and their widths have been adjusted appropriately.

Follow the steps in sections 3.2.1 – 3.2.2 to duplicate this customization. This is just a suggestion, and the user may customize their screen however they would like.

Movement	Shipment	Hggs	Cost	Tender Time	Expiration Time	Remaining Time	Shipper	Consignee	Pickup	Delivery	Status	Carrier	Qty/Weight	Ship From Address	Ship To Address
M-222221-7	222221-2	1	No Cost	11/18/15 4:41 PM EST	11/18/15 6:41 PM EST	14:50M	Santa Fe Springs, CA 90670	SAFEWAY, INC. - DENVER PRODUCE 0515 SAFEWAY, INC. DENVER, CO 80216	11/23/15 12:12 PM EST - 11/24/15 10:59 PM EST	11/23/15 10:12 AM MST - 11/27/15 8:59 PM MST	Tendered/ Awaiting Response	Reefer	30 Pallet/ 850 Case/ 63,112 Pounds	Default-CAD7 12 Hoffer Road Santa Fe Springs, CA 90670	4800 E. STAPLETON DR. SOUTH CO-DENVER WIDEN DENVER, CO 80216
M-8888-10	8888-10	1	1,230.00 USD	11/18/15 6:42 PM EST	11/18/15 6:42 PM EST	14:50M	Los Angeles, CA 90056	SAFEWAY, INC. - DENVER PRODUCE 0515 SAFEWAY, INC. DENVER, CO 80216	11/23/15 12:12 PM EST - 11/24/15 10:59 PM EST	11/23/15 10:12 AM MST - 11/27/15 8:59 PM MST	Tendered/ Awaiting Response	Reefer	20 Pallet/ 686 Case/ 31,556 Pounds	Default-CAD8 California Rd Los Angeles, CA 90056	4800 E. STAPLETON DR. SOUTH CO-DENVER WIDEN DENVER, CO 80216
M-8888-10	8888-10	1	1,230.00 USD	11/18/15 6:42 PM EST	11/18/15 6:42 PM EST	14:50M	Los Angeles, CA 90056	SAFEWAY, INC. - PORTLAND FRESH PRODUCE 1902 SAFEWAY, INC. CLACKAMAS, OR 97015	11/23/15 12:12 PM EST - 11/25/15 10:59 PM EST	11/23/15 9:12 AM PST - 11/28/15 7:59 PM PST	Tendered/ Awaiting Response	Reefer	20 Pallet/ 686 Case/ 31,556 Pounds	Default-CAD8 California Rd Los Angeles, CA 90056	1800 SOUTH EAST EVELYN STREET 19-PORTLAND WIDEN CLACKAMAS, OR 97015

(Figure 3-4 – Fully Customized Tendered Screen)

SECTION 4: Accepting and Rejecting Loads

Carriers are given a default 2 hours to accept or reject loads that are tendered to them. Failure to either accept or reject a load during the allowed response time will result as a rejection, and it will impact the carrier's service level.

To **Accept loads**, open the Tendered Screen. Highlight the load(s) to be accepted by selecting the checkbox next to the movement number, click 'Actions' at the bottom right corner of the screen and select 'Accept'. In the window that appears, click 'Accept' again to finish accepting.

The screenshot shows the Tender screen with a dialog box titled 'ONE Network Enterprises - Google Chrome' open. The dialog box contains the following fields and buttons:

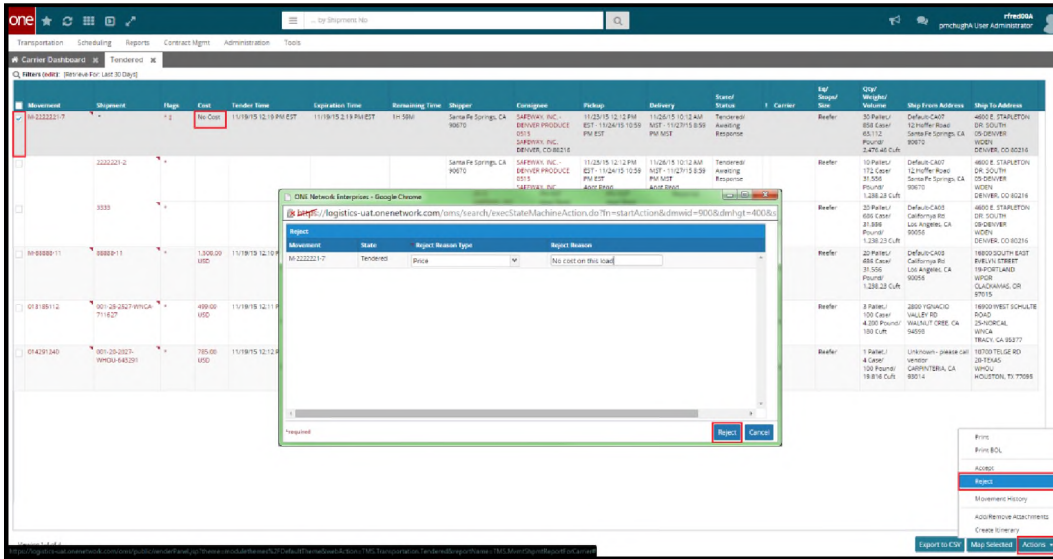
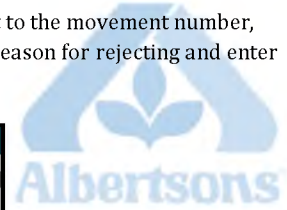
- Accept
- Movement: 01318112
- Status: Tendered
- PRO No: M8888-11
- Equipment No:
- Buttons: Accept, Cancel, Reject

The background table shows the same shipment data as Figure 3-4, with the checkbox for movement M-8888-11 checked.

- Accepting Loads)

(Figure 4-1

To **Reject loads**, open the Tendered Screen. Highlight the load(s) to be rejected by selecting the checkbox next to the movement number, click 'Actions' at the bottom right corner of the screen and select 'Reject'. In the window that appears, select a reason for rejecting and enter a brief comment for explanation, and click 'Reject' again.



(Figure 4-2

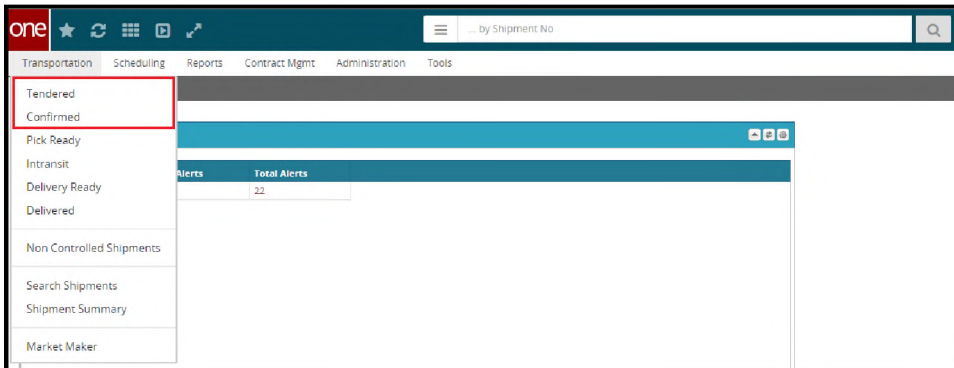
– Rejecting Loads)

SECTION 5: The Confirmed Screen

The Confirmed screen will display all loads that are currently Confirmed to the carrier.

5.1: Accessing the Confirmed Screen

To open the Confirmed Screen, click 'Transportation' at the top left of the screen and select 'Confirmed' from the drop-down list.



Accessing the Confirmed Screen)

(Figure 5-1 –



5.2: Utilizing the Confirmed Screen

The Confirmed Screen has many available functions. Carriers may schedule/reschedule their appointments, view load/cost details and update tracking events.

Movement	Shipment	Flags	Cost	Shipper	Consignee	Pickup	Delivery	Links	Status	Carrier	Trk/Scn/Size	Qty/Weight/Volume	Ship From Address	Ship To Address
N-222221-7		* 1	No Cost	Santa Fe Springs, CA 90670	SAFEWAY, INC. - DENVER PRODUCE 0515 SAFEWAY, INC. DENVER, CO 80216	11/23/15 12:12 PM EST - 11/24/15 10:59 PM EST Appr Required	11/23/15 10:12 AM MST - 11/27/15 8:59 PM MST Appr Required	H T	Confirmed/ Accepted	SAFEWAY LIQUOR-A	Reefer	30 Pallets/ 881 Case/ 63,112 Pounds/ 2,476.48 Cuft	Default-CA07 12 Hoffer Road Santa Fe Springs, CA 90670	4600 E. STAPLETON DR. SOUTH 08 DENVER WIDEN DENVER, CO 80216
	222221-8			Santa Fe Springs, CA 90670	SAFEWAY, INC. - DENVER PRODUCE 0515 SAFEWAY, INC. DENVER, CO 80216	11/23/15 12:12 PM EST - 11/24/15 10:59 PM EST Appr Required	11/23/15 10:12 AM MST - 11/27/15 8:59 PM MST Appr Required	H T	Confirmed/ Accepted	SAFEWAY LIQUOR-A	Reefer	10 Pallets/ 172 Case/ 31,556 Pounds/ 1,238.23 Cuft	Default-CA07 12 Hoffer Road Santa Fe Springs, CA 90670	4600 E. STAPLETON DR. SOUTH 08 DENVER WIDEN DENVER, CO 80216
	3333			Los Angeles, CA 90056	SAFEWAY, INC. - DENVER PRODUCE 0515 SAFEWAY, INC. DENVER, CO 80216	11/23/15 12:12 PM EST - 11/24/15 10:59 PM EST Appr Required	11/23/15 10:12 AM MST - 11/27/15 8:59 PM MST Appr Required	H T	Confirmed/ Accepted	SAFEWAY LIQUOR-A	Reefer	20 Pallets/ 688 Case/ 31,556 Pounds/ 1,238.23 Cuft	Default-CA03 California Rd Los Angeles, CA 90056	4600 E. STAPLETON DR. SOUTH 08 DENVER WIDEN DENVER, CO 80216
N-8888-11	8888-11		1,500.00 USD	Los Angeles, CA 90056	SAFEWAY, INC. - PORTLAND FRESH PRODUCE 1902 SAFEWAY, INC. CLACKAMAS, OR 97015	11/24/15 12:12 PM - 10:59 PM EST Appr Required	11/24/15 9:12 AM - 7:59 PM PST Appr Required	H T	Confirmed/ Accepted	SAFEWAY LIQUOR-A	Reefer	20 Pallets/ 688 Case/ 31,556 Pounds/ 1,238.23 Cuft	Default-CA03 California Rd Los Angeles, CA 90056	16800 SOUTH EAST EVELYN STREET 19 PORTLAND WIPOR CLACKAMAS, OR 97015
013185112	001-28-2127-WHCA-711627		499.00 USD	001118-2008 SAFEWAY INC PRODUCE BUYING WALNUT CREEK, CA 94599	SAFEWAY, INC. TRACY, CA 95377	11/30/15 2:01 AM EST - 12/1/15 1:59 AM EST Appr Required	12/2/15 1:00 AM - 1:30 AM PST (\$2682281 Live)	H T	Confirmed/ Appointment Scheduled - Delivery	SAFEWAY LIQUOR-A	Reefer	3 Pallets/ 100 Case/ 4,200 Pounds/ 193 Cuft	2889 YONACIO VALLEY RD WALNUT CREEK, CA 94596	1800 WEST SCHULTE ROAD 25 NORCAL WHCA TRACY, CA 95377
014291240	001-20-2027-WHOU-640291		785.00 USD	032498-2002 WESTERLAY ORCHIDS LLC SAFEWAY, INC. CARRHYTERIA, CA 93014	SAFEWAY, INC. HOUSTON FLORAL-2027 SAFEWAY, INC. HOUSTON, TX 77055	11/30/15 2:01 AM EST - 12/1/15 1:59 AM EST Appr Required	12/4/15 1:01 AM CST - 12/7/15 12:59 AM CST Create [Live]	H T	Confirmed/ Accepted	SAFEWAY LIQUOR-A	Reefer	1 Pallets/ 4 Case/ 100 Pounds/ 19.816 Cuft	UNKNOWN - please call vendor CARRHYTERIA, CA 93014	10700 TELGE RD 20 TERIAS WHOU HOUSTON, TX 77055

(Figure

5-2 - Utilizing the Confirmed Screen)

SECTION 6: Tracking Events

6.1: Tracking Event Policy

Tracking events include all major events on a load associated with tendering, scheduling, picking-up and delivering. Carriers are expected to maintain communication with Albertsons Traffic, including updating their tracking events. Carrier performance is evaluated based on their compliance with this policy. **Carriers are required to enter the following 4 tracking events on every load:**

1. **"Picked up"** – As soon as a PO is picked up. Failure to enter a Picked up OR a delayed event explaining the cause of delay on/before the expected day of pickup will count against the carrier's service level.
2. **"ETA"** – If a load is in transit for more than 2 days, whether intentional or due to a delay. Failure to enter an ETA event on a load with more than 2 days of transit time will count against the carrier's service level.
3. **"Arrived"** – As soon as the load arrives at the destination. Failure to enter an Arrived event OR a delayed event explaining the cause of delay on/before the expected day of delivery will count against the carrier's service level.
4. **"Delayed"** – If the load is delayed picking up or delivering for any reason. Failure to enter a delayed event on a load that has either picked up or delivered late will count against the carrier's service level.

Tracking events outside of the 4 listed above are available to enter, but Albertsons is ONLY concerned with these 4 events.



6.2: Entering Tracking Events in The Tracking Screen

To access the tracking screen of a load, open the confirmed screen and click the 'T' Button in the 'Links' column of the desired load. The tracking screen will be displayed as shown in *Figure 6-1* below.

All tracking events will be listed from beginning to end. This includes the name of the user who entered the information, the organization the user is with, the event date, and the type of event.

To add a Tracking event, click 'Create Tracking Event' in the bottom-right corner of the screen and select the type of event.

Tracking Event Number	Movement Number	Created By	Organization	Event Date	Event Local Time	Creation Date	Type	Message	Location
6270194	01402604	fgiregadmin	SAFEWAY, INC.	11/6/2015 11:59 PM MST	11/6/2015 11:59 PM MST	11/6/2015 2:13 PM MST	Delivered	Movement Delivered	
6267625	01402604	shandalsbro	Bhandal Bros Inc	11/6/2015 9:00 AM MST		11/6/2015 9:00 AM MST	Arrived		
6268750	01402604	fgiregadmin	SAFEWAY, INC.	11/6/2015 9:57 AM MST		11/6/2015 1:13 PM MST	In-Gate	In-Gate for shipment 001-05-0515-WDEN-866126	
6268754	01402604	fgiregadmin	SAFEWAY, INC.	11/6/2015 9:57 AM MST		11/6/2015 1:13 PM MST	In-Gate	In-Gate for shipment 001-05-0515-WDEN-866128	
6268758	01402604	fgiregadmin	SAFEWAY, INC.	11/6/2015 9:57 AM MST		11/6/2015 1:13 PM MST	In-Gate	In-Gate for shipment 001-05-0515-WDEN-866127	
6268690	01402604	fgiregadmin	SAFEWAY, INC.	11/6/2015 9:57 AM MST		11/6/2015 1:13 PM MST	In-Gate	In-Gate for shipment 001-05-0515-WDEN-866125	
6268654	01402604	fgiregadmin	SAFEWAY, INC.	11/6/2015 9:57 AM MST		11/6/2015 1:13 PM MST	In-Gate	In-Gate for shipment 001-05-0515-WDEN-866124	
6268754	01402604	fgiregadmin	SAFEWAY, INC.	11/6/2015 9:57 AM MST		11/6/2015 1:13 PM MST	In-Gate	In-Gate for shipment 001-05-0515-WDEN-866126	
6268308	01402604	shandalsbro	Bhandal Bros Inc	11/6/2015 2:41 AM MST		11/6/2015 2:41 AM MST	En Route	Truck is in Denver CO and good for no delivery	
6263262	01402604	shandalsbro	Bhandal Bros Inc	11/5/2015 8:22 AM MST		11/5/2015 8:22 AM MST	En Route	In Evanston,uy good for delivery	
6253370	01402604	shandalsbro	Bhandal Bros Inc	11/5/2015 7:54 AM MST		11/5/2015 7:55 AM MST	En Route	In Berthou,ca will start rolling any minute now, good for delivery	
6253371	01402604	shandalsbro	Bhandal Bros Inc	11/5/2015 10:21 PM MST		11/5/2015 10:21 PM MST	Picked up	Shipment 001-05-0515-WDEN-866126, 001-05-0515-WDEN-866125, 001-05-0515-WDEN-866124, 001-05-0515-WDEN-866123, 001-05-0515-WDEN-866128 picked up	
6247007	01402604	shandalsbro	Bhandal Bros Inc	11/3/2015 8:49 AM MST		11/3/2015 8:49 AM MST	Appointment Scheduled - Delivery	Shipment 001-05-0515-WDEN-866126 scheduled a Confirmed Delivery appointment of Nov 06, 2015 07:30 AM MST Confirmation 62730681	
6247008	01402604	shandalsbro	Bhandal Bros Inc	11/3/2015 8:49 AM MST		11/3/2015 8:49 AM MST	Appointment Scheduled - Delivery	Shipment 001-05-0515-WDEN-866128 scheduled a Confirmed Delivery appointment of Nov 06, 2015 07:30 AM MST Confirmation 62730681	
6247003	01402604	shandalsbro	Bhandal Bros Inc	11/3/2015 8:49 AM MST		11/3/2015 8:49 AM MST	Appointment Scheduled - Delivery	Shipment 001-05-0515-WDEN-866128 scheduled a Confirmed Delivery appointment of Nov 06, 2015 07:30 AM MST Confirmation 62730681	
6247004	01402604	shandalsbro	Bhandal Bros Inc	11/3/2015 8:49 AM MST		11/3/2015 8:49 AM MST	Appointment Scheduled - Delivery	Shipment 001-05-0515-WDEN-866126 scheduled a Confirmed Delivery appointment of Nov 06, 2015 07:30 AM MST Confirmation 62730681	
6247002	01402604	shandalsbro	Bhandal Bros Inc	11/3/2015 8:49 AM MST		11/3/2015 8:49 AM MST	Appointment Scheduled - Delivery	Shipment 001-05-0515-WDEN-866124 scheduled a Confirmed Delivery appointment of Nov 06, 2015 07:30 AM MST Confirmation 62730681	
6247001	01402604	shandalsbro	Bhandal Bros Inc	11/3/2015 8:49 AM MST		11/3/2015 8:49 AM MST	Appointment Scheduled - Delivery	Shipment 001-05-0515-WDEN-866126 scheduled a Confirmed Delivery appointment of Nov 06, 2015 07:30 AM MST Confirmation 62730681	
6241928	01402604	shandalsbro	Bhandal Bros Inc	11/2/2015 4:16 PM MST		11/2/2015 4:16 PM MST	Confirmed	Movement confirmed to Bhandal Bros Inc	
6241946	01402604	TransportationAdmin	SAFEWAY, INC.	11/2/2015 4:08 PM MST		11/2/2015 4:08 PM MST	Tendered	Movement tendered to Bhandal Bros Inc	
6241932	01402604	Buck10	SAFEWAY, INC.	11/2/2015 4:07 PM MST		11/2/2015 4:07 PM MST	Advised for Tendering	Advised for Tendering	

(Figure 6-1 – The Tracking Event Screen)

- A. **Created By and Organization** – These columns show the name of the user who created the tracking event as well as the name of their organization.
- B. **Event Date** – Event Date is input by the user when they create the tracking event. This signifies when the event actually occurred.
- C. **Creation Date** – Creation Date populates automatically. This signifies when the event was entered in One Network.
- D. **Tracking Event List** – Click 'Create Tracking Event' to display this list and select the appropriate event.



SECTION 7: Cost Details and Accessorial Charges

Every load tendered to a carrier should have a cost included. **It is the carrier's duty to make sure this cost shows correctly in One Network**, as this is the amount that Albertsons accounting will use for billing purposes.

7.1: Accessing and Using the Cost Details Screen

Any load that has been accepted by a carrier has a Cost Details Screen that displays all associated costs. **To access the cost detail screen of a load**, open the Confirmed Screen and click the dollar amount in the 'Cost' column of the desired load, as shown in *Figure 7-1*, below.

Movement	Shipment	Flags	Cost	Origin	Destination	Pickup	Delivery	Target Pickup	Target Delivery	Link	Status	1	ORL No	Load Reference	PROD No	Ship With Group Ref	Ch
M-8888-11			2,228.49 USD	Los Angeles, CA 90056	SAFARIWAY INC DENVER PRODUCE 0870 SAFARIWAY INC DENVER, CO 80218	11/24/15 12:12 PM EST 11/24/15 10:59 PM EST	11/24/15 10:12 AM MST 11/27/15 8:59 AM USD	Appet Required	Appet Required	HT	Confirmed/ Accepted						

(Figure 7-1 – Accessing the Cost Details Screen)

Every load that is confirmed to a carrier has 2 default charges initially: **Base rate** and **fuel surcharge**. If a load has more than 1 pickup, there will also be a **\$55 stop-off charge** for each additional pickup.

Cost Type	Cost Method	Cost	Discount	Additional Info	Comments	Type	Carrier	Distribution Code	Taxable?
Accessorial (01 - FUEL SURCHARGE)	Per Distance	53.45 USD		Rates based on moving index: 1948.00 Mile, 0.05 USD/Mile;		Carrier Cost	SAFARIWAY LIQUOR A		No
Base (Direct)	Flat	2,100.00 USD	No Cost	2,100.00 USD;		Carrier Cost	SAFARIWAY LIQUOR A		No
StopOff	Per Stop	75.00 USD		1 stops @ 75.00 USD / stop;		Carrier Cost	SAFARIWAY LIQUOR A		No

(Figure 7-2 – The Cost Details Screen)

7.2: Accessorial Charges

Accessorial charges are applied to loads if there is an extra charge owed to the carrier. Accessorial charges have specific requirements, and they can only be entered by a member of the Albertsons Traffic Team.

1. **Stops in Transit** – Every load automatically updates the stops in transit charge based on how many picks are on the load. **The first pick is free, and any additional picks are \$75 each.** The only reason to add a Stop in Transit charge is if there was an extra stop not accounted for by One Network. An example would be if a PO is cancelled after the carrier has already checked in to pick it up. The PO will be removed from the load, and so will the stop charge, so it has to be added back in manually as an Accessorial Charge.
2. **Out of Route** – When a carrier accepts a load, they accept it as is. If pickup locations are changed or additional picks are added after the load is accepted, it may add extra miles to the load that are not accounted for in the base rate and fuel surcharge. In this case, the carrier may request Out of Route funds to cover their extra cost. The cost of this charge is **\$1.50 per extra mile.**

CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER

3. **Detention at Loading** – If a load is delayed while picking up a PO, the carrier may request a Detention at Loading charge. Their request **must include**: the scheduled pickup appointment time, the time their driver checked in, and the time their driver checked out. **IF** the driver arrived in time for their appointment and waited longer than **2 hours**, they are owed detention (upon their request). The cost of this charge is **\$50/hour beginning 2 hours after the scheduled appointment time**. (Not the time at which the driver checked in)
4. **Detention at Unloading** – If a load is delayed while delivering a PO, the carrier may request a Detention at Unloading charge. Their request **must include**: the scheduled delivery appointment time, the time their driver checked in, and the time their driver checked out. **IF** the driver arrived in time for their appointment and waited longer than **3 hours**, they are owed detention (upon their request). The cost of this charge is **\$50/hour beginning 3 hours after the scheduled appointment time**. (Not the time at which the driver checked in)
5. **Misc.** – If there is ever a reason for which the carrier is owed an extra charge that does not fit in one of the Accessorial categories listed, Misc. can be selected as the category. Before entering a miscellaneous charge, alert a manager to make sure they approve of the charge, and enter a clear, thorough description of the charge in the comments section.

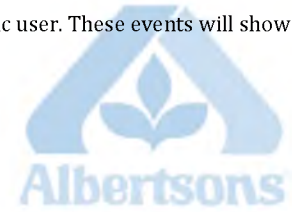
SECTION 8: The History Screen

Every load has a history screen that lists all events that take place on a load starting from the load's initial creation. **To access the history screen of a load**, open the Confirmed Screen, and click the 'H' Button in the 'Links' column.

Action Name	Message	Creation Date	Last Changed By	Movement	Organization	State	Carrier	First Stop Site	Last Stop Site
Update Shipment	Shipments updated: 001-17-1725-WPH6-508657	11/9/2015 3:28 PM MST	FGIreggAdmin	014626620	SAFEWAY, INC.	Confirmed	SAFEWAY BACKHAUL (PHOENIX)		SAFEWAY, INC. - PHOENIX PRODUCE 1725
Update Shipment	Shipments updated: 001-17-1725-WPH6-508657	11/9/2015 3:16 PM MST	FGIreggAdmin	014626620	SAFEWAY, INC.	Confirmed	SAFEWAY BACKHAUL (PHOENIX)		SAFEWAY, INC. - PHOENIX PRODUCE 1725
Appointment Scheduled-Delivery *	Shipment 001-17-1725-WPH6-508657 scheduled a Confirmed Delivery appointment of Nov 11, 2015 11:00 AM MST Confirmation 827398134	11/6/2015 1:32 PM MST	Scott Mileman	014626620	SAFEWAY BACKHAUL (PHOENIX)	Confirmed	SAFEWAY BACKHAUL (PHOENIX)		SAFEWAY, INC. - PHOENIX PRODUCE 1725
Accept	Tender plan TP-19433550 accepted	11/2/2015 10:11 AM MST	JFORD	014626620	SAFEWAY BACKHAUL (PHOENIX)	Confirmed	SAFEWAY BACKHAUL (PHOENIX)		SAFEWAY, INC. - PHOENIX PRODUCE 1725
Confirmed *	Movement confirmed to SAFEWAY BACKHAUL (PHOENIX)	11/2/2015 10:11 AM MST	JFORD	014626620	SAFEWAY BACKHAUL (PHOENIX)	Confirmed	SAFEWAY BACKHAUL (PHOENIX)		SAFEWAY, INC. - PHOENIX PRODUCE 1725
Tendered *	Movement tendered to SAFEWAY BACKHAUL (PHOENIX)	11/2/2015 10:04 AM MST	TransportationAdmin	014626620	SAFEWAY, INC.	Tendered	SAFEWAY, INC.		SAFEWAY, INC. - PHOENIX PRODUCE 1725
Activated for Tendering *	Activated for Tendering	11/2/2015 10:03 AM MST	schar02	014626620	SAFEWAY, INC.	Awaiting	SAFEWAY, INC.		SAFEWAY, INC. - PHOENIX PRODUCE 1725
Generate Tender Plan	Carrier plan TP-19433550 generated	11/2/2015 10:03 AM MST	schar02	014626620	SAFEWAY, INC.	Awaiting	SAFEWAY, INC.		SAFEWAY, INC. - PHOENIX PRODUCE 1725
Tender Exceeded	Response time for carrier SAFEWAY BACKHAUL (PHOENIX) has expired	11/2/2015 9:58 AM MST	TransportationAdmin	014626620	SAFEWAY, INC.	Tendered	SAFEWAY, INC.		SAFEWAY, INC. - PHOENIX PRODUCE 1725
Tendered *	Movement tendered to SAFEWAY BACKHAUL (PHOENIX)	11/2/2015 7:56 AM MST	TransportationAdmin	014626620	SAFEWAY, INC.	Tendered	SAFEWAY, INC.		SAFEWAY, INC. - PHOENIX PRODUCE 1725
Activated for Tendering *	Activated for Tendering	11/2/2015 7:56 AM MST	schar02	014626620	SAFEWAY, INC.	Awaiting	SAFEWAY, INC.		SAFEWAY, INC. - PHOENIX PRODUCE 1725
Generate Tender Plan	Carrier plan TP-19386870 generated	10/30/2015 11:35 AM MST	FGIreggAdmin	014626620	SAFEWAY, INC.	Awaiting	SAFEWAY, INC.		SAFEWAY, INC. - PHOENIX PRODUCE 1725
Create Movement	Movement created	10/30/2015 11:35 AM MST	FGIreggAdmin	014626620	SAFEWAY, INC.	Awaiting	SAFEWAY, INC.		SAFEWAY, INC. - PHOENIX PRODUCE 1725

(Figure 8-1 – The History Event Screen)

- A. **Tendering Event History** – In the history screen, there are 4 major events associated with tendering a load. 'Activated for Tendering', 'Tendered', 'Confirmed' and 'Accepted'. These events will be listed in the 'Action Name' column.
- B. **Important Columns** – These highlighted columns display when and by whom an event was entered. 'Last Changed By' displays the individual user that entered the event, and 'Organization' shows the company they are with.
- C. **Create Movement** – This is the first event entered on any load. This displays when the load first flowed into One Network.



D. **Automatic Events** – Many events are entered automatically by One Network instead of a specific user. These events will show either 'FGIIntegAdmin' or 'TransportationAdmin' in the Last Changed By column.

SECTION 9: Scheduling Appointments

9.1 The Create Live Appointment Screen

9.1.1 Opening the Create Live Appointment Screen

9.1.2 Navigating the Create Live Appointment Screen

9.2 Schedule, Reschedule and Cancel Delivery Appointments

9.2.1 Scheduling Delivery Appointments

9.2.2 Rescheduling Delivery Appointments

9.2.2 Cancelling Delivery Appointments

9.3 Appointment Request

9.1: The Create Live Appointment Screen

9.1.1: Opening the Create Live Appointment Screen

After a carrier accepts a load, the load may be scheduled for delivery.

In the Delivery column of the load will be a line that shows “Create [Live]”. Click the word Live.

If a load contains multiple PO’s, it needs to be expanded to display the Live link.

****Note:** For loads with multiple PO’s, clicking the Live link of ANY PO on the load will apply all actions performed in the Create Live Appointment Screen to ALL PO’s currently on the load.

Movement	Shipment	Flags	Cost	Shipper	Comsignee	Pickup	Delivery	Target Pickup/Actual Pickup	Target Delivery/Actual Delivery	Links	Status	T	BOX No	Load Reference	PRD No	Ship With	Erwg Ref
M-2222217		*	No Cost	San Joaquin CA 95130	SAREWAY, INC - DENVER PRODUCE CO'S	11/23/15 12:12 PM EST - 11/24/15 10:59 PM EST	11/23/15 10:12 AM PST - 11/23/15 6:59 PM PST	11/23/15 10:12 AM PST - 11/23/15 6:59 PM PST	11/23/15 10:12 AM PST - 11/23/15 6:59 PM PST	HT	Confirmed/ Accepted						
M-8888-11		*	2,228.45 USD	Los Angeles CA 90056	SAREWAY, INC DENVER, CO 80216	11/24/15 12:12 PM - 10:59 PM EST	11/23/15 9:12 AM - 7:58 PM PST	11/23/15 9:12 AM - 7:58 PM PST	11/23/15 9:12 AM - 7:58 PM PST	HT	Confirmed/ Accepted						
	8888-11			Los Angeles CA 90056	SAREWAY, INC - PORTLAND FRESH PRODUCE 1902	11/24/15 12:12 PM - 10:59 PM EST	11/23/15 9:12 AM - 7:58 PM PST	11/24/15 12:12 PM EST	11/23/15 9:12 AM PST	HT	Confirmed/ Accepted						
	8888-10			San Joaquin CA 95134	SAREWAY, INC - PORTLAND FRESH PRODUCE 1902	11/24/15 12:12 PM EST - 11/25/15 10:59 PM EST	11/23/15 9:12 AM PST - 11/23/15 7:58 PM PST	11/24/15 12:12 PM EST	11/23/15 9:12 AM PST	HT	Confirmed/ Accepted						

(Figure

9-1 – Opening the Live Appointment Screen)

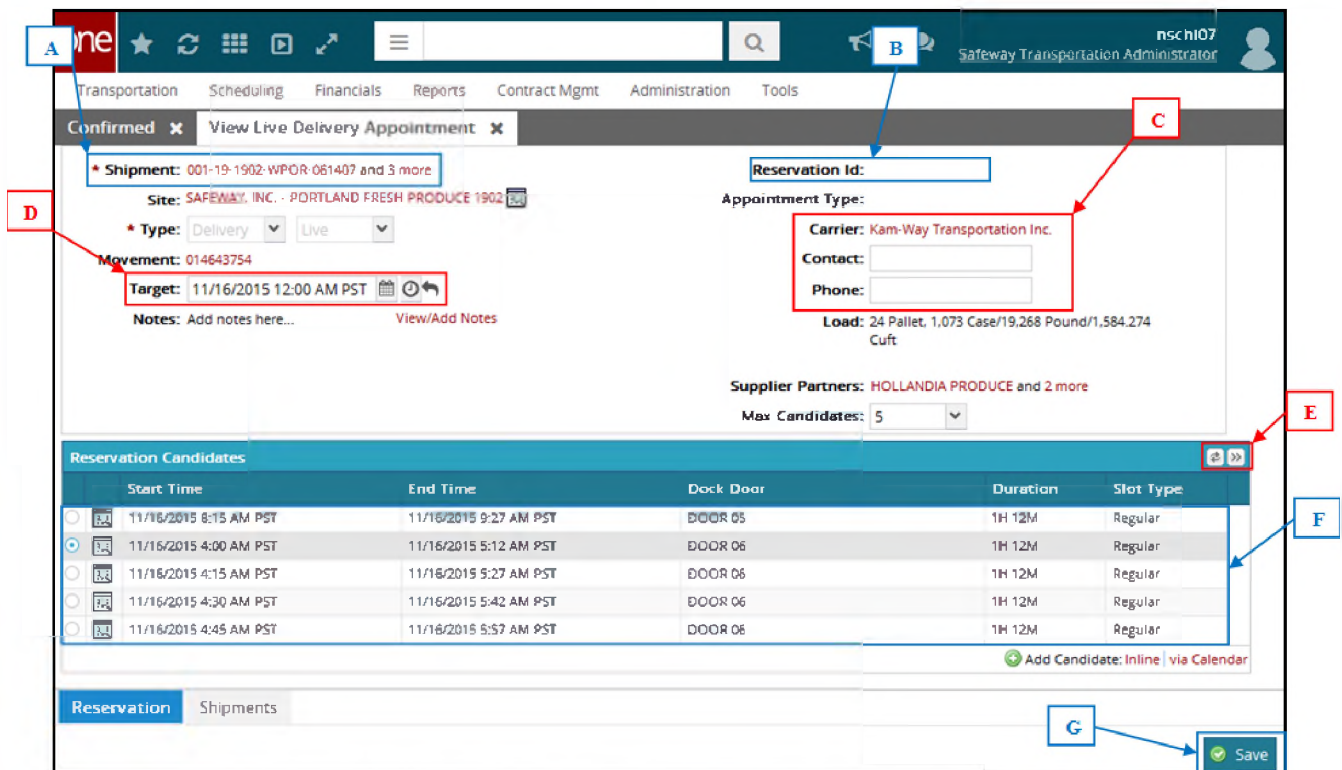
****Note:** When a load has an appointment, the Live link will include the confirmation number, as shown below.

1/16/15 12:00 PM -
1:00 PM PST
[825061181 Live]



9.1.2: Navigating the Create Live Appointment Screen

The Create Live Appointment Screen is used to search for, select and schedule delivery appointments.



(Figure 9-2 – Navigating the Create Live Appointment Screen)

- A. **Shipment Number(s)** – The PO number is listed here. If there are multiple PO's on the load, they will be listed alongside the main PO.
- B. **Reservation ID** – This is where an appointment's Confirmation Number is displayed once it has been scheduled.
- C. **Carrier Information** – To schedule an appointment, a carrier name must be entered in the Carrier field.
- D. **Target Date** – The target date defines what appointments will be displayed in the Reservation Candidates list. Both the date AND the time affect what is displayed. The date is adjusted using the calendar button, and the time is adjusted using the clock button. Once selected, click outside of the selection field to refresh the list of candidates.



- E. **Candidate Navigation Buttons** – These two buttons allow the user to refresh or navigate to the next page of Reservation Candidates.
- F. **Reservation Candidates List** – This is a list of available appointments on or closest to the selected target date/time.
- G. **Save Button** – Once the appropriate appointment has been selected, save it by clicking this button.

9.2: Schedule, Reschedule and Cancel Appointments

9.2.1: Scheduling Delivery Appointments

1. Open the Create Live Appointment screen
2. Adjust the target date to the desired date and time. The reservation candidates list will only display appointments at or after the date/time specified.
3. Search through the reservation candidates list, and select the desired appointment.
4. Click Save to schedule the appointment.

The screenshot displays the 'Create Live Delivery Appointment' interface. At the top, there's a navigation bar with 'one' logo and user information 'nschl07 Safeway Transportation Administrator'. Below this is a menu with 'Transportation', 'Scheduling', 'Financials', 'Reports', 'Contract Mgmt', 'Administration', and 'Tools'. The main header shows 'Confirmed' and 'Shipments: by Shipment No'. The central form area includes fields for 'Shipment' (001-19-1902-WPOR-061407 and 3 more), 'Site' (SAFEWAY, INC. - PORTLAND FRESH PRODUCE 1902), 'Type' (Delivery, Live), 'Movement' (014643754), 'Target' (11/16/2015 12:00 AM PST), 'Reservation Id', 'Appointment Type', 'Carrier' (Kam-Way Transportation Inc.), 'Contact', 'Phone', 'Load' (24 Pallet, 1,073 Case/19,268 Pound/1,584.274 Cuft), 'Supplier Partners' (HOLLANDIA PRODUCE and 2 more), and 'Max Candidates' (5). Below the form is a 'Reservation Candidates' table with columns for Start Time, End Time, Dock Door, Duration, and Slot Type. The table contains five rows, with the third row (11/16/2015 8:30 AM PST to 9:42 AM PST, DOOR 06, 1H 12M, Regular) highlighted in red. At the bottom right, there is a 'Save' button.

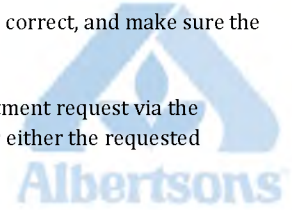
Start Time	End Time	Dock Door	Duration	Slot Type
11/16/2015 8:00 AM PST	11/16/2015 9:12 AM PST	DOOR 06	1H 12M	Regular
11/16/2015 8:15 AM PST	11/16/2015 9:27 AM PST	DOOR 05	1H 12M	Regular
11/16/2015 8:30 AM PST	11/16/2015 9:42 AM PST	DOOR 06	1H 12M	Regular
11/16/2015 8:45 AM PST	11/16/2015 9:57 AM PST	DOOR 06	1H 12M	Regular
11/16/2015 9:00 AM PST	11/16/2015 10:12 AM PST	DOOR 06	1H 12M	Regular

(Figure 9-3 – Scheduling an Appointment)

If there are no appointments available:

CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER


1. Check that the warehouse is open for receiving on the desired date, make sure the target date is correct, and make sure the target time is before the desired time.
2. If the system will not offer an appointment and you cannot tell why, you may submit an appointment request via the appointment request form discussed in section 9.3. An appointment clerk will help schedule for either the requested date/time or the next available appointment based on warehouse receiving capabilities.



9.2.2: Rescheduling Delivery Appointments

1. Open the Create Live Appointment screen



2. Click  in the bottom-right corner.
3. In the window that appears, select the appropriate reason for rescheduling and click Reschedule appointment.

A dialog box titled 'Reason for Rescheduling' with a close button (X) in the top right corner. It contains a dropdown menu for 'Reason Code' with the selected value 'Rescheduled for Carrier or Driver'. Below it is a text input field for 'Description' containing the text 'Carrier was delayed a day picking up'. At the bottom, there are two buttons: a green 'Reschedule Appointment' button with a checkmark icon and a red 'Close' button with an X icon.

Reason for Rescheduling)

(Figure 9-4 –

4. Adjust the target date to the desired date and time.
5. Search through the reservation candidates list, and select the desired appointment.
6. Click Save to finish rescheduling the appointment.



Confirmed x **View Live Delivery Appointment** x

* Shipment: 001-19-1902-WPOR-060794 and 1 more
Site: SAFEWAY, INC. - PORTLAND FRESH PRODUCE 1902
* Type: Delivery Live
Movement: 014652907
Target: 11/16/2015 12:00 AM PST
Notes: Rescheduled due to del... View/Add Notes

Reservation Id: 827430335
Appointment Type: Confirmed
Carrier: COMPLETE LOGISTIC SERVICES
Contact:
Phone:
Load: 15 Pallet, 762 Case/27,786 Pound/1,012.362 Cuft
Supplier Partners: FIVE CROWNS MARKETING INC
Max Candidates: 5

Start Time	End Time	Dock Door	Duration	Slot Type
11/15/2015 4:00 AM PST	11/15/2015 4:45 AM PST	DOOR 01	45M	Regular

Reservation Candidates

Start Time	End Time	Dock Door	Duration	Slot Type
11/16/2015 6:00 AM PST	11/16/2015 6:45 AM PST	DOOR 06	45M	Regular
11/16/2015 6:15 AM PST	11/16/2015 7:00 AM PST	DOOR 06	45M	Regular
11/16/2015 8:00 AM PST	11/16/2015 8:45 AM PST	DOOR 06	45M	Regular
11/16/2015 8:15 AM PST	11/16/2015 9:00 AM PST	DOOR 06	45M	Regular
11/16/2015 8:45 AM PST	11/16/2015 9:30 AM PST	DOOR 05	45M	Regular

Save Cancel

(Figure 9-5 – Rescheduling an Appointment)


If there are no appointments available:

1. Check that the warehouse is open for receiving on the desired date, make sure the target date is correct, and make sure the target time is before the desired time.
2. If the system will not offer an appointment and you cannot tell why, you may submit an appointment request via the appointment request form discussed in section 9.3. An appointment clerk will help schedule for either the requested date/time or the next available appointment based on warehouse receiving capabilities.

9.2.3: Cancelling Delivery Appointments

1. Open the Create Live Appointment screen



2. Click  in the bottom-right corner.
3. In the window that appears, select the appropriate reason for cancelling and click Cancel Appointment.



A dialog box titled "Reason for Cancelling:" with a close button (X) in the top right corner. It contains two fields: "* Reason Code:" with a dropdown menu showing "Cancelled for Mechanical Breakdown" and "Description:" with a text input field containing "Carrier unsure when they'll be operational" and a clear button (X). At the bottom, there are two buttons: "Cancel Appointment" with a green checkmark icon and "Close" with a red X icon.

(Figure 9-6 – Reason for Cancelling)

9.3: Appointment Request

Carriers are required to schedule their own appointments. If they are unable to secure the appointment they need, they are instructed to submit an Appointment Request by selecting the "Request Appointment" link in the Appointment Scheduling screen. When you click on the Request Appointment button, a pop-up display will appear. Most of the information needed will be auto-populated for you.

The screenshot shows the "Create Live Delivery Appointment" screen in a web application. The main area displays reservation details: Shipments (505606, 505605), Site (PORTLAND PRODUCE 5329), Type (Delivery/Live), Movement (7194404), Target (9/20/18 11:00 PM PDT), and Supplier Partners (SAFEWAY, INC.). A "Reservation Candidates" table is shown with "No data found" and a "Request Appointment" button. A "Success" pop-up window is overlaid on the right, displaying "Successfully Created Appointment Request with ID# Req-161785" and an "OK" button. Arrows labeled "1" and "2" point to the "Request Appointment" button and the "Request Appointment" link in the table, respectively.

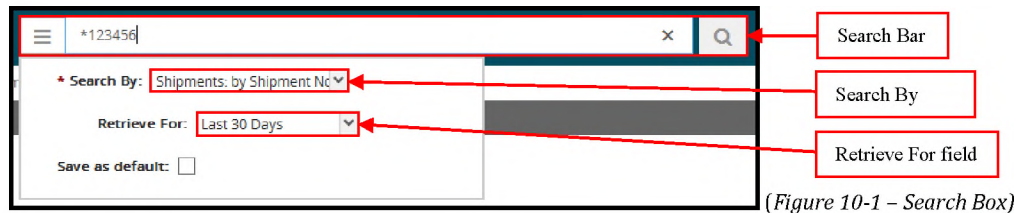


SECTION 10: Searching Shipments and Loads

10.1: How to Run a Search

The User is able to search for a Load using the Search Bar, which is always available in the top-center of the screen. Click inside the bar to open the Search box as shown in *Figure 10-1* below.

To run a search, enter the search value, select the search parameters from the drop-down lists and click the magnifying glass button.



****Note:** When running a search, an asterisk (*) may be inserted at the beginning of the number to run a search for PO's, Movements, Confirmation #'s that simply contain the search value, rather than searching for the exact value itself.

In the Search box are 2 drop-down lists, 'Retrieve For' and 'Search By'. **The 'Retrieve For:'** field selects how far back in time to run the search. The default search is for the Last 30 Days. **The 'Search By:'** field selects the data type to be searched. The 3 most common of these are summarized in sections 10.2, 10.3 and 10.4 below.

10.2: Searching by PO #

Searching by PO # will return the load information for the load containing that PO.

In the Search By field, select either "by Shipment No" or "by Order No" from the Shipments section. If one of these does not work, try selecting the other and searching again.

In the Search Bar, enter the 6-digit PO #, preceded by an asterisk. (Example: *123456)

Press Enter or click the magnifying glass icon to run the search.

10.3: Searching by Movement #

Searching by Movement # will return the load information for that movement.

In the Search By field, select "by Movement No" from the Shipments section.

In the Search Bar, enter the 8-digit Movement #, preceded by a zero. (Example: 012345678)

Press Enter or click the magnifying glass icon to run the search.

10.4: Searching by Confirmation #

Searching by Confirmation # will return the appointment information for the associated load.

In the Search By field, select "by Confirmation No" from the Appointments section.

In the Search Bar, enter the 9-digit Confirmation #, beginning with an eight. (Example: 812345678)

Press Enter or click the magnifying glass icon to run the search.



SECTION 11: Printing Loads

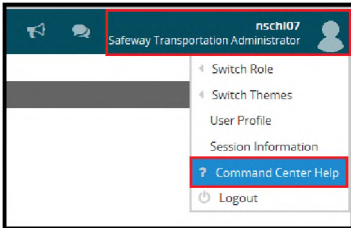
One Network prepares 2 printouts for every load, which may be opened as PDF documents to be printed.

The first printout option is “Print”. After selecting a load, click the “Actions” button and select “Print”. One Network will download a PDF document summarizing the load in detail. This document may be opened and printed.

The second printout option is “Print BOL”. After selecting a load, click the “Actions” button and select “Print BOL”. One Network will download a PDF version of the load’s Bill of Lading. This document may be opened and printed. ****Note:** This is not the official BOL. It is just a basic form that is auto-generated by One Network.

SECTION 12: Using Help

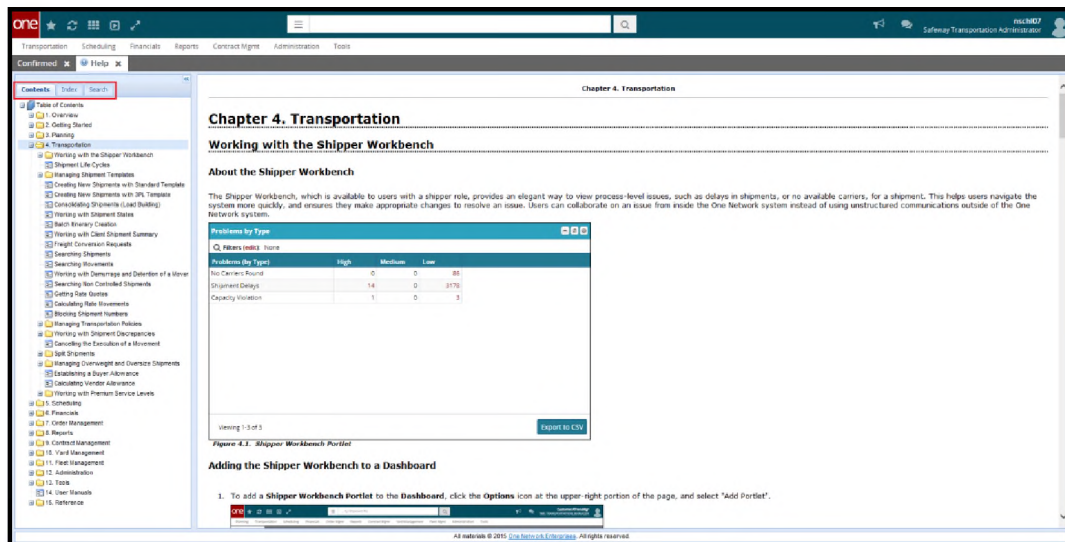
One Network has a useful Help section. Open the Options Menu in the upper right corner and click “Command Center Help”.



(Figure 12-1 – Accessing the Help screen)

The help section is organized by topics, and the user may search through these topics by keyword.

This section will give a broad overview of One Network’s features, not necessarily specific to Albertsons’s process.



(Figure 12-2 – Using Help)

END



CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER



Date: 00.00.2017
 Location: Conference Call
 Starting Time: 00:00 Arizona [00:00 PST]
 Ending Time: 00:00 Arizona [00:00 PST]

Carrier On-Board Meeting!

Carrier:
 Carrier Representative(s):

Albertsons Companies:

Agenda Items: Introductions, Communication, & Expectations

Agenda Topic	Notes/Decisions
Point of Contact	Information will be provided with award of first load; http://suppliers.safeway.com/VendorContracts.asp Your point of contact the week of February 5 will be Stacey Charles at 480-710-9166 or Lindsay Thiesse at 602-290-0289. After go live week your contacts will be Andrew Bennett for produce and Latoya Stanley for grocery
Afterhours / Weekend Contact	1-866-713-8698 / available 16:00-21:30 AZ time. After 21:30- Operator only; no decisions until 07:00 am when TA's arrive. Weekend and Afterhours email contact: after.hours@safeway.com
One Network	Set up subscription alerts: Daily updates due by 09:00 and 1400 AZ time. 4 main Events for tracking: Picked Up, ETA, Arrived, Delayed.
	http://suppliers.safeway.com Click on this link to find warehouse hours, procedures, fuel bulletin, current daily traffic coverage, appointment scheduling, etc..
Invoicing / Billing procedures	Produce, Grocery, Meat, GM, & Perishable are sent to: PO Box 29071, M.S. 9507, Phoenix, AZ 85038. Verify company invoice to One Network – only paid from One Network, report any discrepancies to TA. Loads received on or after February 5, 2018 should be billed to the above address.
SmartWay	EPA's SmartWay program helps companies advance supply chain sustainability by measuring, benchmarking, and improving freight transportation efficiency. Annual renewal – provide updated certificate every year. It is free to get setup
Communication	Communication is key! Reach out to TA or Carrier Development for assistance.
Lumper Services - TW Services, Capstone, Universal Lumpers	Methuen DC will utilize Capstone as their lumping service, and Wells will be handled by the warehouse.
Scheduling Appointments	Due to high volume of deliveries/pick up – schedule appointments upon acceptance of load. Be sure to manage appointments to avoid delivery compliance fines/fees. http://suppliers.safeway.com/pages/BecomeASupplier.htm?page=AppointmentRequest.htm Just to reiterate, that your current contact at the warehouse will no longer exist once we go live. Right now there is no delivery compliance, but it will be coming in the near future
Rejections - claims process US	TA receives photos, description & reason; forwards to Carrier. TA provides directions for handling rejected product. Usually 1-2hr process. If you have a rejection please advise your TA as there are times you will know about it before they do. This in turn will sometimes speed up the process.
What are carrier expectations of Albertsons Companies?	Open for discussion in regard to your expectations of us as partner
Truckers Against Trafficking (TAT)	Truckers Against Trafficking (TAT) is a non-profit organization that exists to educate, equip, empower and mobilize the trucking industry to fight human trafficking.



Additional Q&A's

CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER

Albertsons Carrier On-Boarding Meeting

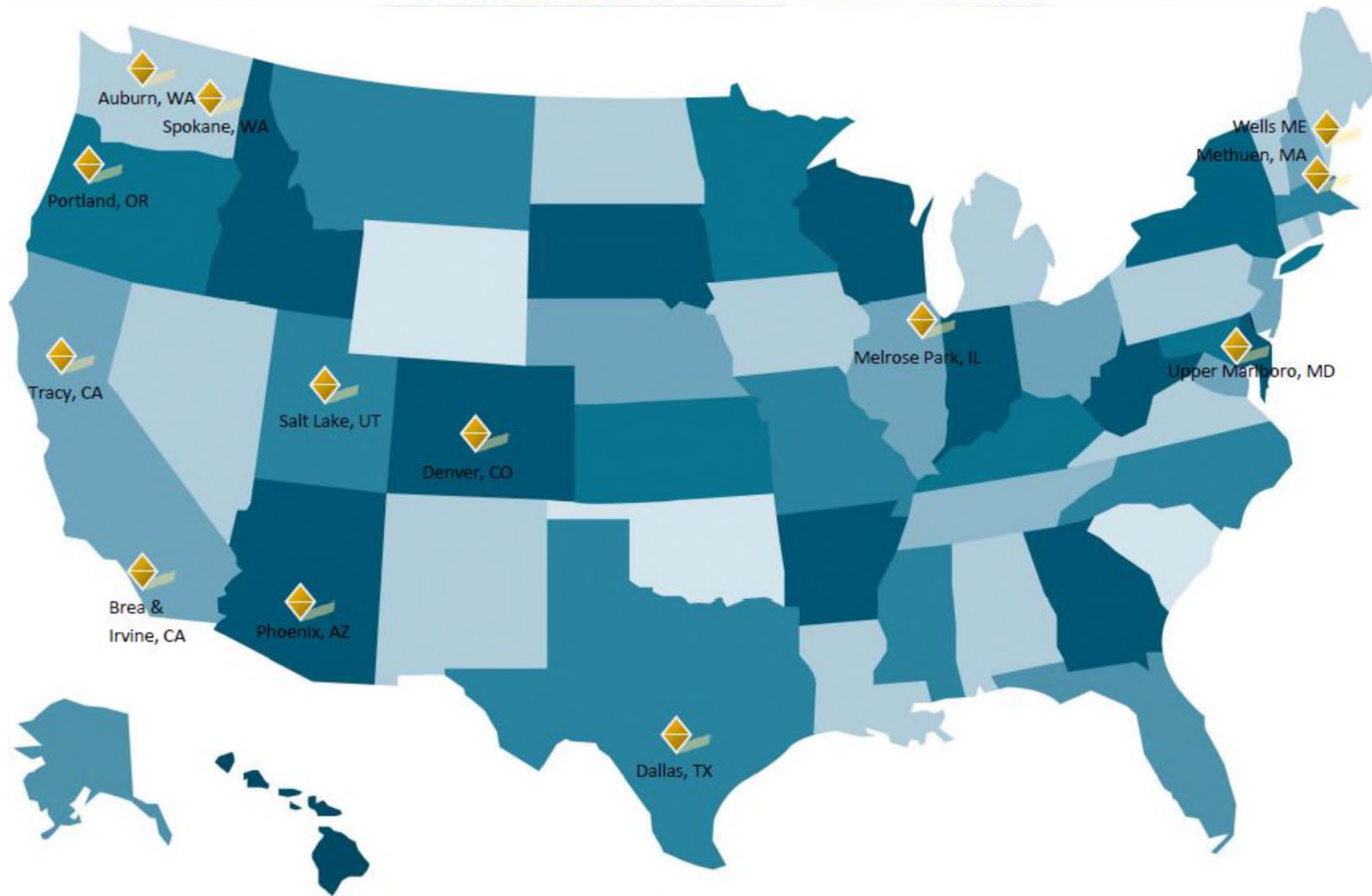


Agenda Topic	Notes/Decisions
Safeway Suppliers Website	Click on this link to find warehouse hours, procedures, fuel bulletin, current daily traffic coverage, appointment scheduling, etc. http://suppliers.safeway.com/pages/BecomeASupplier.htm
Point of Contact	Each of our DC's has a designated Traffic Analyst ("TA") assigned to handle day-to-day operations, here in house. Once you are assigned or awarded a lane, we will advise who your TA contact will be. In case that TA is out of the office, the Safeway Supplier's website will have the coverage person's contact information.
Afterhours (16:00 – 21:30 AZ time) Weekend Contacts	1-866-713-8698 and/or After.Hours@Safeway.com After 21:30- Operator only; no decisions until 07:00, when the TA's arrive to the office.
One Network	Set up subscription alerts: Daily updates due by 09:00 and 1400 AZ time. 4 main Events for tracking: Picked Up, ETA, Arrived, Delayed.
Invoicing & Billing Procedures	Produce, Grocery, Meat, GM, & Perishable are sent to: PO Box 29071, M.S. 9507, Phoenix, AZ 85038. Please verify company invoice to One Network – only paid from One Network, report any discrepancies to TA.
SmartWay	EPA's SmartWay program helps companies advance supply chain sustainability by measuring, benchmarking, and improving freight transportation efficiency. Annual renewal – provide updated certificate every year. It is free to get setup
Communication	Communication is key! Reach out to TA or Carrier Development for assistance.
Lumper Services: TW Services, Capstone & Universal Lumpers/U-Chain	Lumper Services are in each Albertsons & Safeway DC.
Scheduling Appointments	Each carrier is responsible for scheduling their own delivery appointment in OneNetwork. Due to high volume into each DC, please schedule your delivery appointment ASAP. If you are unable to obtain a delivery appointment in OneNetwork, please use the below link to submit for an appointment. http://suppliers.safeway.com/pages/BecomeASupplier.htm?page=AppointmentRequest.htm
Rejections & Claims Process US	TA receives photos, description & reason; forwards to Carrier. TA provides directions for handling rejected product. Usually 1-2hr process. If you have a rejection please advise your TA as there are times you will know about it before they do. This in turn will sometimes speed up the process.
Truckers Against Trafficking (TAT)	Truckers Against Trafficking (TAT) is a non-profit organization that exists to educate, equip, empower and mobilize the trucking industry to fight human trafficking. We can send you educational material including a CD & pamphlets with more information.
Open Floor for Discussion	Open for discussion regarding your expectations of us as partner.

Albertsons Carrier
On-Boarding Meeting



Albertsons Distribution Centers



CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER

TRANSPORTATION SERVICES AGREEMENT ("Agreement")

APPENDIX E – Domestic Non DSD

The terms and conditions of this Appendix E – Non DSD, including the definitions used therein, are deemed part of and shall be enforceable under the Agreement to which it is attached, as follows:

- Note 1: FUEL SURCHARGE BASED ON SHIPPER'S BULLETIN AS PUBLISHED BY SHIPPER AND DISTRIBUTED TO CARRIER;
- Note 2: FIRST PICK-UP AND DESTINATION DROP-OFF CHARGES ARE INCLUDED IN THE BASIC LINE HAUL RATE. ADDITIONAL STOP CHARGES APPLY AS FOLLOWS: EACH ADDITIONAL STOP PAID AT \$75
- Note 3: MILEAGES CALCULATED UNDER THE AGREEMENT FOR PURPOSES OF RATES PAYABLE THEREUNDER SHALL BE BASED ON THE "RAND-MCNALLY MILEMAKER" (PRACTICAL MILES). (SEE NOTE 14 WITH REGARD TO "OUT-OF-ROUTE MILES);"
- Note 4: THE USE OF ANY LOGISTICS ALTERNATIVE (SUB-BROKERING) BY CARRIER TO FACILITATE ANY SHIPMENT IS EXPRESSLY PROHIBITED WITHOUT THE PRIOR SIGNED BY AN APPROVED REPRESENTATIVE OF SHIPPER UNDER THE AGREEMENT;
- Note 5: ALL LOADS MUST MEET APPROPRIATE STATE LEGAL WEIGHT REQUIREMENTS;
- Note 6: CARRIER IS RESPONSIBLE FOR ALL EXPENSES OF DELIVERING THE GOODS TO THE SHIP TO ADDRESS; STACKED, SEGREGATED AND PALLETIZED PER SAFEWAY SPECIFICATIONS. LUMPER SERVICE IS AVAILABLE FOR HIRE UNLESS OTHERWISE AGREED UPON;
- Note 7: TRACTOR/TRAILER DETENTION CHARGES WILL BE PAID A RATE AT \$50/HOUR IN 1/4 HOURLY INCREMENTS BASED ON THE FOLLOWING SCHEDULE;
- (a) FOR SHIPPER - DETENTION WILL BE PAID AFTER TWO FREE HOURS (each stop); AND FOR CONSIGNEE - DETENTION PAID AFTER TWO FREE HOURS FOR DRY COMMODITIES AND THREE FREE HOURS FOR REFRIGERATED (each stop);
 - (b) MAXIMUM TRACTOR DETENTION CHARGES SHALL NOT EXCEED \$450 PER DAY; MAXIMUM TRAILER DETENTION CHARGES SHALL BE PER DAY OF \$25;
 - (c) SHIPPER'S CORPORATE TRAFFIC DEPARTMENT MUST BE NOTIFIED BY CARRIER BY TELEPHONE AND EMAIL OF ANY POTENTIAL OR THREATENED DETENTION SITUATION IN ORDER FOR CHARGES TO BE APPLICABLE IN ANY GIVEN CIRCUMSTANCES; AND,
 - (d) CARRIER IS REQUIRED TO CALL 1-866-713-8698 BETWEEN THE HOURS OF 6PM AND 6AM MST M-F, AND ON WEEKENDS TO REPORT ANY DELAYS, OR POTENTIAL DETENTION SITUATIONS. CALLS DURING ALL OTHER HOURS SHOULD GO DIRECTLY TO THE DIVISION SPECIFIC CORPORATE TRAFFIC CONTACT.
- Note 8: AS PROVIDED IN THE AGREEMENT, ANY VEHICLES THAT ARE ORDERED BUT NOT USED FOR WHATEVER REASON, CARRIER WILL BE PAID \$150, AS LONG AS THE CARRIER WAS FIRST CHECKED IN AT SHIPPER'S FACILITY
- Note 9: MAXIMUM REDELIVERY CHARGE OF \$125 SHALL BE PAID IN ACCORDANCE WITH THE AGREEMENT;

CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER

- Note 10: REDELIVERY (RECONSIGNMENT) TO A DESTINATION, OTHER THAN ORIGINAL FINAL DESTINATION, TO BE NEGOTIATED BY CARRIER AT TIME OF OCCURRENCE AND BILLED DIRECTLY TO VENDOR;
- Note 11: CARRIER IS REQUIRED TO SUBSCRIBE TO SHIPPERS PREFERRED TMS APPLICATION FOR INTERNET-RELATED TRANSPORTATION TRANSACTIONS;
- Note 12: CARRIER IS REQUIRED TO PROVIDE PERIODIC ONLINE LOAD TRACKING UPDATES VIA SHIPPERS PREFERRED TMS APPLICATION FOR EVERY LOAD ACCEPTED UNDER THE AGREEMENT.
- (a) "PICKED UP" - SHALL BE MADE AS SOON AS POSSIBLE AFTER EACH PICK-UP ON THE LOAD, CARRIERS ARE REQUIRED TO ENTER A "PICKED UP" TRACKING EVENT FOR EACH PURCHASE ORDER PICKED UP.
 - (b) "ARRIVAL" - SHALL BE MADE AS SOON AS POSSIBLE AFTER ARRIVAL AT THE RECEIVING FACILITY,
 - (c) "DELAYED" - ANY TIME A SHIPMENT PICK-UP HAS BEEN DELAYED OR A SHIPMENT DELIVERY DATE AND TIME IS IN JEOPARDY OF BEING MISSED, A "DELAYED" TRACKING EVENT MUST BE ENTERED INDICATING THE REASON FOR THE DELAY ALONG WITH AN UPDATED ESTIMATED TIME OF ARRIVAL (ETA); AND
 - (d) "ETA" UPDATE (BY 9AM MST) - EACH MORNING THAT A SHIPMENT IS IN TRANSIT, UPDATE MUST BE ENTERED INDICATING THE CURRENT STATUS OF EACH LOAD.
- Note 13: ALL FREIGHT BILLS TO PHOENIX AZ FOR LOADS DESTINED FOR US POINTS, PAYABLE IN US FUNDS TO SAFEWAY INC., PO Box 29071, MS 9507 PHOENIX, AZ 85038 OR KLS 3061 E INDEPENDENCE DRIVE, SUITE F, LIVERMORE, CA 94550
- Note 14: WHERE APPLICABLE, SHIPPER AGREES TO PAY THE CARRIER FOR THE OUT-OF-ROUTE MILES, AS DEFINED IN THE AGREEMENT, AT A RATE OF NO MORE THAN \$2.00 PER MILE BASED UPON THE CALCULATED RATE PER MILE FROM THE FLAT LINEHAUL RATE DEFINED FOR THE ORIGIN-DESTINATION PAIRING.

Albertsons Companies, LLC

By: _____

Title: Director of Corporate Traffic

Carrier: KRUEX FREIGHT TRANSPORT CORP
By: Carol Wilson
Title: PRESIDENT

CONFIDENTIAL AND SUBJECT TO PROTECTIVE ORDER

Load Confirmation #

INVOICE

Invoice No: **1700319**

Invoice Date: **06/30/2017**

Due: **07/30/2017**

Invoice To: **4732+**

Stmnt: **4732+**

**KRUJEX FREIGHT TRANSPORT CORP
P O BOX 246
BORING OR 97009
PHONE: 360-524-3887
FAX: 360-524-3981**

Bill To:

**ALBERTSONS - TOLLESON
400 S. 99TH AVE.
TOLLESON AZ 85353**

Origin

**ALBERTSONS - TOLLESON
400 S. 99TH AVE.
TOLLESON AZ 85353**

Destination:

**ALBERTSONS - TOLLESON
400 S. 99TH AVE.
TOLLESON AZ 85353**

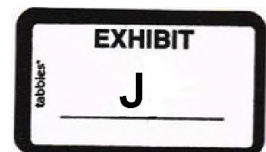
Unit/Qty	Description	Weight(lbs)	As Wght	Miles	Rate	Amount
TOTAL AMOUNT DUE						\$0.00

COMPANY NAME	CITY, STATE	PO/BOL#	SHIP DATE/DROP	ARRIVED	DEPART
PICK: ALBERTSONS - TOLLESON	TOLLESON AZ		06/30/17	00:00	00:00
DROP: ALBERTSONS - TOLLESON	TOLLESON AZ		06/30/17	00:00	00:00

TERMS: Invoice is due on the date indicated above. A service charge of 1.5% per month (18% APR) will be charged upon the day following the due date and will continue to accrue until invoice is paid in full. All expenses incurred in the attempt to collect delinquent invoices will be the responsibility of the customer.

***** NOTE: PLEASE REMIT PAYMENT TO:

**KRUJEX FREIGHT TRANSPORT CORP
P O BOX 246
BORING OR 97009**



JUL 07 2017
ALBERTSONS000000

BILL OF LADING



WASHINGTON
FRUIT & PRODUCE CO.

(509) 457-6177 • FAX (509) 452-8520
P.O. BOX 1588
YAKIMA, WASHINGTON 98907

SHIP TO
SHAW'S SUPERMARKETS
100 DANTON DRIVE
METHUEN, MA 01844

SHIP DATE 6/16/18
ORDER # 801310
UNDERWOOD #
BUYER # 406437
MISC #
SEAL #
RECORDER # A2YBCR
FED INSP #
PHYTO #

CARRIER KRUTEX
TRL LIC # HU3811 OR
TEMPERATURE 34

75

QTY	GRADE	LABEL	VARIETY	PACK	SIZE	GROSS WEIGHT
49	WAXF	INDEPENDENT Produce of USA	FUJI	TRAYPACK	72	2254
294	WAXF	INDEPENDENT Produce of USA	GALA	TRAYPACK	80	13230
80	WAXF	SAFEWAY Produce of USA	GALA	12/3 MESH	2 1/2	3280
126	WAXF	INDEPENDENT Produce of USA	GOLDEN DELICIOUS	CELLPACK	80	5796
196	WAXF	INDEPENDENT Produce of USA	RED DELICIOUS	TRAYPACK	72	9016
40	WAXF	SAFEWAY Produce of USA	RED DELICIOUS	12/3 MESH	2 1/2	1640
785			CHEP B/U			
1			PAKSENSE REC.			
785		TOTAL				35,216

SPECIAL INSTRUCTIONS:

DUE: 6/23

17 GREEN BLUE PALLETS
(Number Shipped)
Verify Pallets Received

Note: Carrier acknowledges that Washington Fruit & Produce Co., is not responsible for any freight charges of any kind or nature, unless it has expressly acknowledged and agreed to pay for such charges by completing and signing the following freight election provision. If the freight election provision is not completed and signed, then the carrier, by its signature below, acknowledges and agrees that all freight and other lawful charges (freight) have been negotiated between the carrier and other parties, and that Washington Fruit & Produce Co. has no legal or contractual duty to pay such freight.

Freight Election Provision: Washington Fruit & Produce Co. hereby agrees to pay the freight charges on this shipment at the rate of _____
Signed and agreed by _____

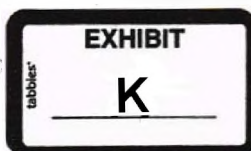
(Signature of authorized Washington Fruit & Produce Co. representative)

Note: Any variation in count between the merchandise listed above and the merchandise actually delivered shall be deducted from the freight bill in an amount equal to the agreed purchase price (value) of the missing merchandise. By signing this bill of lading, driver/carrier acknowledges that the merchandise listed above was loaded onto the truck.

NOTE: ANY GATE FEES, UNLOADING DEMURRAGE, OR OTHER ADDITIONAL CHARGES ARE NOT THE ACCOUNT OF THE SHIPPER.

THIS BILL OF LADING REFLECTS THE SHIPMENT MANIFEST AS ITEMIZED ABOVE AND HAS BEEN RECEIVED IN GOOD ORDER BY THE UNDERSIGNED CARRIER.

WASHINGTON FRUIT & PRODUCE CO. (ASSN-AGENT) 6.16.18 [Signature] 9:00
DATE DRIVER'S SIGNATURE TIME OUT



ALBERTSONS00402

EXHIBIT 10



U.S. Department of Transportation
1200 New Jersey Ave. S.E.
Washington, D.C. 20590

December 16, 2016

**Federal Motor Carrier
Safety Administration**

USDOT Number: XXXX662
PIN: (b) (6)

KRUJEX FREIGHT TRANSPORT CORP
13215-C8 SE MILL PLAIN BLVD #112
VANCOUVER, WA 98684

Dear Motor Carrier:

The Federal Motor Carrier Administration (FMCSA) has noticed a trend in the violations identified during roadside inspections of KRUJEX FREIGHT TRANSPORT CORP's vehicles and/or drivers. Specifically, our records show significant non-compliance in the area(s) of **Hours-of-Service Compliance**. This warning letter formally notifies you of these safety performance and compliance problem(s). We are bringing these safety deficiencies to your attention so that you can take corrective action. You do not need to respond to this letter.

FMCSA encourages you to visit the FMCSA Portal Website at <https://portal.fmcsa.dot.gov/> to review your company's safety data, assess your safety management processes and practices, and take steps to improve compliance. Using your Personal Identification Number (PIN) above, you can create a USER ID and Password, which will allow you to see your entire safety record. It contains information that is only available to you and FMCSA-authorized enforcement personnel.

If you believe you have been improperly or erroneously cited for a violation during a roadside inspection, you may file a request for data review through FMCSA's DataQs program. The DataQs program allows motor carriers and drivers to request a review of information such as Federal and State-reported crash and inspection reports in FMCSA safety databases. Follow the link <https://dataqs.fmcsa.dot.gov> to access DataQs.

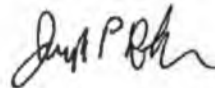
FMCSA will continue to assess your safety performance on a monthly basis. You can demonstrate improved performance through roadside inspections without violations. If your safety performance and compliance do not improve, FMCSA may conduct additional interventions that could result in penalties and/or sanctions, including fines, suspension of State vehicle registration, revocation of your company's operating authority, or an order to cease operations. FMCSA will not issue penalties or sanctions on the basis of this warning letter alone.

If you have additional questions regarding this matter or need assistance, please contact the following:

FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
2424 HERITAGE CT, SUITE 302
OLYMPIA, WA 98502
Telephone No.: 360-753-9875

Your company plays an important role in making America's roads safe. We ask that you join us in building a nationwide commitment to safety by getting road smart about safety performance and compliance. You can visit FMCSA's Compliance, Safety, Accountability (CSA) Outreach Website at <https://csa.fmcsa.dot.gov/?wl> to find information about motor carrier safety and compliance with safety regulations including materials such as factsheets, brochures, and presentations that you can share with drivers and other company personnel.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph P. DeLorenzo". The signature is fluid and cursive, with the first name being the most prominent.

Joseph P. DeLorenzo
Director, Office of Enforcement and Compliance

EXHIBIT 11



U.S. Department of
Transportation
1200 New Jersey Ave. S.E.
Washington, D.C. 20590

**Federal Motor Carrier
Safety Administration**

**KRUJEX FREIGHT TRANSPORT CORP
13215-C8 SE MILL PLAIN BLVD #112
VANCOUVER, WA 98684**

60 Day Property Carrier

July 20, 2018

In reply refer to:
USDOT Number: **2314662**
Review No.: 1486821/CR

Dear CORNELIU VISAN:

The proposed motor carrier safety rating for your company is:

UNSATISFACTORY

This proposed UNSATISFACTORY rating is the result of an onsite compliance review and evaluation of your safety fitness completed on July 18, 2018. An UNSATISFACTORY rating indicates that your company does not have adequate safety management controls in place to ensure compliance with the safety fitness standard which has resulted in occurrences of violations listed in 49 CFR 385.5(a-k), and indicates that your company is operating at an unacceptable level of compliance.

Under 49 CFR 385.13, a motor carrier that receives a final safety rating of UNSATISFACTORY is prohibited from operating a commercial motor vehicle in interstate and intrastate commerce. Additionally, 49 USC 31144 and 49 CFR 385.13(a)(1) provide that this prohibition takes effect unless, within 60 days of the date of this notice, you take the necessary steps to improve the rating to conditional or satisfactory.

Pursuant to 49 USC 13905(f)(1)(B), the registration of a motor carrier that has been prohibited from operating in interstate and intrastate commerce for failure to comply with the safety fitness requirement shall be revoked.

UNLESS YOU IMPROVE YOUR PROPOSED UNSATISFACTORY RATING, IT WILL BECOME FINAL AND YOU WILL BE PROHIBITED FROM OPERATING COMMERCIAL MOTOR VEHICLES IN INTERSTATE AND INTRASTATE COMMERCE BEGINNING ON SEPTEMBER 19, 2018, AND YOUR REGISTRATION SHALL BE REVOKED, IF APPLICABLE.

If you have been subject to any Order(s), prohibition(s), registration suspension(s) and/or registration revocation(s) in any other case(s) or proceeding(s), the prohibitions and registration revocation in this case will be in addition to, and will not supersede, amend, or modify any Orders, notices, and/or requirements in any other case(s) or proceeding(s). Further, the orders, prohibitions and/or registration revocation may also attach and apply to the operations of successor entities, including any motor carrier entity or entities established or used to avoid the consequences of a "final" unsatisfactory safety rating.

Immediate action must be taken to correct any deficiencies or violations discovered during the compliance review. Your operation was found to be deficient with respect to the applicable safety regulations in the following areas:

- Part 391 QUALIFICATIONS OF DRIVERS
- Part 395 HOURS OF SERVICE OF DRIVERS
- Part 390 GENERAL REGULATIONS
- Part 392 DRIVING OF MOTOR VEHICLES
- Part 396 INSPECTION, REPAIR AND MAINTENANCE
- Part 382 CONTROLLED SUBSTANCE AND ALCOHOL USE AND TESTING



Please refer to the copy of the compliance review left at your office for more specific guidance regarding areas in need of corrective action.

APPEAL RIGHTS: Owners or operators of commercial motor vehicles may appeal the proposed safety rating in the following manners:

<A> **REQUESTS FOR A CHANGE TO SAFETY RATING BASED UPON CORRECTIVE ACTIONS (49 CFR 385.17):** A request for a change to a safety rating for a corrective action may be made at any time. This request must be made in writing to the FMCSA Service Center for the geographic area where the carrier maintains its principal place of business (See 49 CFR 390.27). The request must be based upon evidence that the carrier has taken corrective actions and that its operations currently meet the safety fitness standards and factors specified in 49 CFR 385.5 and 385.7. The FMCSA will make a final determination based upon the documentation submitted and any other additional relevant information. A written decision will be issued by the FMCSA. Any motor carrier whose request for change is denied may, within 90 days after the denial, request administrative review under 49 CFR 385.15.

 ADMINISTRATIVE REVIEW (49 CFR 385.15): A request may be made to the FMCSA to conduct an administrative review if you believe that an error was committed in assigning the proposed safety rating or when your request under 49 CFR 385.17 was denied. This request must be made within 90 days of the date of the proposed safety rating issued under 49 CFR 385.11(c) or within 90 days of an Order denying your request for a rating change under 49 CFR 385.17.

Owners or operators may seek administrative review (49 CFR 385.15) by filing a Petition for Review at the following address: U.S. DOT Dockets, United States Department of Transportation, 1200 New Jersey Ave., S.E., Washington, DC 20590. A copy of the Petition **MUST** also be sent to: The Chief Safety Officer, Federal Motor Carrier Safety Administration (Attention: Adjudications Counsel), 1200 New Jersey Ave., S.E., Washington, DC 20590. The appeal should include a copy of this compliance review and the forthcoming official notice from the FMCSA headquarters office. All subsequent filings must also be served in the same manner.

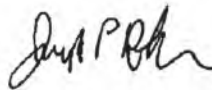
The FMCSA will conduct a review of the request and issue a decision within 30 days of receipt of that request (49 CFR 385.15(e)(1) and 385.17(e)(1)). The FMCSA highly recommends that hazardous material and passenger owners and operators file requests for administrative review (49 CFR 385.15) within 15 days from the date on the notice of the "proposed" rating (49 CFR 385(c)(1)). This will allow sufficient time to review the request and issue a written decision before the prohibitions on operating in interstate and intrastate commerce take effect. Administrative review requests must be made within 90 days of the date on the notice of the "proposed" rating (49 CFR 385.15(c)(2)). However, failure to petition within 15 days from the date on the notice of the "proposed" rating may prevent the FMCSA from issuing a final decision before the prohibitions on interstate and intrastate transportation and, if applicable, the registration revocation take effect (49 CFR 385.15(c)(1)).

A petition to contest the rating or a request for a change in the rating will not automatically postpone the effective date of your final rating.

You may obtain further information from the local Federal Motor Carrier Safety Information office listed below:

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
THE EQUITABLE CENTER
530 CENTER STREET, NE, SUITE 440
SALEM, OR 97301-3740
Telephone No.: 503-399-5775

Sincerely,



Joseph P. DeLorenzo
Director, Office of Enforcement and Compliance

EXHIBIT 12

9111 SE Saint Helens St
Clackamas, OR 97015
Phone: 503-607-1088
Fax: 503-650-6399



Fax

To:	FMCSA - USDOT	From:	Natika Holm
Attn:	Western Service Center	Date:	August 1, 2018
Phone:	(303) 407-2354	Pages:	53 including cover
Fax:	(303) 407-2339	Re:	Corrective Action Plan

Urgent
 For Review
 Please Comment
 Please Reply
 Please Recycle

To Whom It May Concern,

On behalf of Corneliu Visan and Kruljex Freight Transport Corp 2314662 please accept this letter and its attachments providing proof that corrective actions have been taken to become compliant with the Code of Federal Regulations (CFR), Title 49, and Motor Carrier Safety Regulations. Based on the corrective actions below we are requesting that our safety rating be upgraded from Unsatisfactory to Conditional.

Thank you,

Natika Holm
Safety & Compliance Dept.
Glostone Trucking Solutions
natikah@glostone.com
Phone: 503-607-1088
Fax: 503-650-6399

RECEIVED

AUG 01 2018

FMCSA-LAKEWOOD, CO



REGULATORY TAX, SAFETY AND TECHNOLOGY SOLUTIONS FOR THE TRUCKING INDUSTRY:

Driver Qualification ~ File Management ~ Pre-employment ~ Driver Files
Background Checks ~ PSP Reports ~ Log Auditing ~ Driver Training
Fuel Tax Reporting ~ Truck Licensing

www.glostone.com

RECEIVED

AUG 26 2018

FMCSA-LAKEWOOD, CO

From:

08/01/2018 13:56

#713 P.002/053

Certification Statement:

Krujex Freight Transport Corp/2314662 would like to request an upgrade to its safety rating.

Krujex Freight Transport Corp will operate in compliance with the Federal Motor Carrier Safety Regulations and Hazardous Materials Regulations. I certify that our operations currently meet the safety standards and factors specified in 49 CFR §§ 385.5 and 385.7.

Cornelius Visan 8/1/18
Corporate Official/Owner Signature/Date

Cornelius Visan / Owner

Print Corporate Official/Owner Name and Title

Contact Information

Work Phone: (360) 524-3887
No: _____
Cell Phone No.: _____
Fax No.: _____
Email Address: _____

Krujex Freight Transport Corp
5681 SE 29th Terrace
Gresham, OR 97030
(360) 524-3887

To Whom It May Concern,

I, Cornelius Visan, give permission to review, discuss, and accept documentation from Glostone Trucking Solutions regarding my company's case.

Should you have any questions or require anything additional, please feel free to contact me.

Thank you,

Cornelius Visan
(Signature)
Cornelius Visan
(Printed name)

8/1/18
(Date)
Owner, Krujex Freight Transport Corp
(Title)

C-V.
(Initials)

Krujex Freight Transport Corp
5681 SE 29th Terrace
Gresham, OR 97080
(360) 524-3887
2314662

U.S. Department of Transportation
Federal Motor Carrier Safety Administration
Western Service Center
Golden Hills Office Centre
12600 W. Colfax Ave, Suite B-300
Lakewood, CO 80215
P: (303) 407-2354 | F: (303) 407-2339

U.S. Department of Transportation
Federal Motor Carrier Safety Administration
OR Division Administrator
Attn: Warren Simpson, FPM
530 Center Street, NE, Suite 440
Salem, OR 97301
P: (503) 399-5775 | F: (503) 316-2580

RE: Krujex Freight Transport Corp Safety Rating Upgrade Request

To Whom It May Concern

This letter and its attachments provide proof of the corrective actions our company has taken to become compliant with the Code of Federal Regulations (CFR), Title 49, and Motor Carrier Safety Regulations. Based on the corrective actions below we are requesting that our safety rating be upgraded from Unsatisfactory to Conditional.

Federal Critical - 49 CFR §391.51(b)(2)

Failing to maintain inquiries into driver's driving record in driver's qualification file.

Federal Critical - 49 CFR §391.51(b)(7)

Failing to maintain medical examiner's certificate in driver's qualification file.

49 CFR §391.11(b)(6)

Failing to require driver to furnish list of motor vehicle traffic violations each 12 months.

49 CFR §391.21(a)

Using a driver who has not completed and furnished an employment application.

49 CFR §391.23(a)

Failing to investigate a driver's background.

C.V.
(Initial)

49 CFR §391.25(a)

Failing to make an inquiry into the driving record of each driver to the appropriate State agencies in which the driver held a commercial motor vehicle operator's license at least once every 12 months.

49 CFR §391.45(a)

Using a driver not medically examined and certified.

49 CFR §391.51(b)(9)

Failing to place a note related to the verification of the medical examiner's listing on the National Registry of Certified Medical Examiners required by 391.23(m) in driver qualification file(s).

1. These violations occurred because our company did not have a process in place to ensure that all drivers had Driver Qualification files completed and containing the required documentation set forth by the FMCSA, including employment applications and investigations into our drivers' employment and driving histories. Because we did not have a process in place ensuring completion of driver files, we failed to maintain crucial documents, including record of our drivers' medical certificates and records of the verification of the National Registry status of each of our drivers' medical examiner. Further, we did not have a practice in place to conduct annual reviews of driving records to verify that our drivers continued to qualify for safety-sensitive functions.
2. Evidence of these violations were discovered when [REDACTED] were shown having performed safety sensitive functions for our company while we did not have proper Driver Qualification documentation on these drivers, including employment application(s), MVRs, 12-month Certification of Violations, and copies of valid medical cards. We also had not made inquiries into [REDACTED] (b) (6), (b) (7)(C) driving record within the past 12 months, nor had we required [REDACTED] to furnish a 12-month list of motor vehicle traffic violations.
3. We have since ensured that (b) (6), (b) (7)(C) as our only active driver, has a completed Driver Qualification file containing all required documentation, including inquiries into employment and driving history, copies of a valid CDL and medical card and proof of the medical examiner's National Registry status. We have also added a routine process of verifying the medical examiner's National Registry number and contact information against the online database of registered examiners on the USDOT National Registry website. We print the examiner's information listed on the website as evidence of the verification process and include a copy of this page in our drivers' qualification files. In going through the steps of completing a compliant and thorough driver investigation, we are able to guarantee that our driver(s) are qualified to operate for our company, therefore promoting safe operation on the road. Further, we have enrolled in Glostone Trucking Solutions Driver Qualification File Management service to notify us of upcoming renewals of time-sensitive documents such as the CDL and Medical Certificate. Glostone's service includes tracking the due date(s) for our drivers' annual review of motor vehicle record and 12-month certification of violations.
4. Our procedure is as follows: upon the intent to hire, the new employee will be required to contact Glostone Trucking Solutions to complete an interview for the driver

C-V
(initial)

qualification process. After the initial interview is completed, Glostone will conduct previous employer inquiries (PEI) and pull driving record(s) from any state the driver held a license in within the past three years. Glostone will compare each PEI response and record pulled to the original application to verify completeness and accuracy. The Safety Department staff will review and complete all elements of the driver file as necessary and report any missing items to me, Corneliu Visan, so that I may obtain the missing items as needed after I receive and review the completed file. We will ensure file completion within 30 days of hire. When the annual review is due, we will follow these steps: The driver(s) will complete a 12-month certification of violations. Next, Glostone will order the driver's motor vehicle record through the licensing state. When the motor vehicle record is received, Glostone will send the record to me, Corneliu Visan, for review. I will then compare the record to the certification of violations provided by the driver and complete an Annual Review form to indicate whether the driver is still fit to perform safety sensitive functions.

5. I, Corneliu Visan, am aware of the importance of performing proper investigations into a driver's history prior to allowing them to perform safety-sensitive functions for our company, as well as the importance of conducting ongoing investigations to continue to ensure that our drivers meet the requirements for safe operation.
6. Attached as evidence of our corrective action includes a copy of our most recently completed driver file for (b) (6), (b) (7)(C) including a copy of the driver's current medical certificate and verification of the examiner's listing in the National Registry, and an annual review of the driving record.

Federal Critical - 49 CFR §395.8(a)(1)(i)

Carrier failed to install and/or require driver to record the driver's duty status using an ELD.

Federal Critical - 49 CFR §395.8(a)(1)

Making, or permitting a driver to make, a false report regarding duty status.

49 CFR §395.3(a)(3)(H)

Requiring or permitting a property-carrying commercial motor vehicle driver to drive more than 8 hours since the end of the driver's last off duty or sleeper berth period of at least 30 minutes

Critical - 49 CFR §395.8(k)(1)

Failing to preserve driver's record of duty status for 6 months

1. These violations occurred because our company did not have an Hours of Service policy in place to ensure drivers were held accountable for accurately following the Hours of Service rules as set forth by section §395 of the FMCSA guidelines. Our company also did not have a log auditing process in place at the time to ensure drivers were held accountable for accurately following the Hours of Service rules as set forth by section §395 of the FMCSA guidelines. Further, our company was frequently using rental trucks that had their own ELD systems. Our drivers did not have the proper training to utilize each different type of ELD the rental trucks were offering, and therefore resorted to paper logs when they did not have success with the ELD installed.
2. These violations were evident in the following instances: [REDACTED] during the week of 6/9/18 - 6/12/18 and 6/16/18; [REDACTED] on the dates of 5/21/18 - 5/22/18, and 6/4/18;

C.V.
(initial)

and [REDACTED] from 5/15/18 – 5/17/18 and 5/23/18. On these dates, all three drivers operated rented CMVs without the use of ELDs at times when ELDs were required. Further, false records of duty status are evident during the week of 5/30/2018 – 6/16/2018 in the following examples:

- 5/30/18 – GPS records show driving for 4 hours and 34 minutes between 8:42 pm and 1:16 am the next day. Driver's log shows sleeper berth between 10:30 pm – 12:00 am the next day.
- 5/31/18 – GPS record shows driving for 2 hours and 12 minutes between 11:08 pm and 1:20 am the next day. Driver's log shows sleeper berth between 9:30 pm and 5:30 am the next day.
- 6/1/18 – GPS record shows driving for 3 hours and 27 minutes between 5:30 pm and 8:57 pm. Driver's log shows off-duty from 7:30 pm to 12:00 am the next day.
- 6/3/18 – GPS record shows driving for 1 hour and 53 minutes between 4:50 pm and 6:44 pm. Driver's log shows off-duty in Rochester, NY from 12:00 am to 7:00 pm.
- 6/4/18 – GPS record shows driving for 1 hour and 6 minutes between 3:00 pm and 4:06 pm. Driver's log shows sleeper between 3:00 pm and 4:00 pm.
- 6/7/18 – GPS record shows driving for 2 hours and 45 minutes between 9:41 pm and 12:26 am the next day. Driver's log shows sleeper berth from 4:30 pm to 5:00 am the next day.
- 6/9/18 – GPS record shows 9 hours and 41 minutes driving time between 9:41 pm and 11:26 am the next day. Driver's log shows sleeper berth from 3:00 pm to 1:00 am the next day.
- 6/10/18 – GPS record shows 3 hours and 5 minutes of driving time between 2:57 pm and 6:02 pm. Driver's log shows sleeper berth from 1:00 pm to 12:00 am the next day.
- 6/11/18 – GPS record shows idling for 2 hours and 57 minutes in Grandview, WA from 4:16 pm to 7:13 pm. Bill of lading shows delivery scheduled at 5:30 pm. Driver's log shows off-duty from 4:30 am to 12:00 am the next day.
- 6/12/18 – GPS record shows 1 hour and 47 minutes driving time between 12:58 am and 2:46 am. Driver's log shows off-duty all day.
- 6/16/18 – GPS record shows driver left Ontario, OR at 9:38 pm. Driver's log shows driver left Ontario, OR at 7:30 pm.

3. Moving forward, we have enrolled our company in the log auditing service with Glostone Trucking Solutions that will identify and recap log violations and falsifications. An Hours of Service policy has also been implemented which details driving rules and disciplinary actions for failure to follow the regulations. Further, our current driver, (b) (6), (b) (7)(C) has successfully completed Glostone Trucking Solution's Hours of Service web training course. We have reviewed the "Keep Truckin" ELD usage with (b) (6), (b) (7)(C) to ensure that he is fully trained on proper usage of the device.

C.V.
(Initial)

4. Our new procedure is as follows: all drivers will agree to and sign the new Hours of Service Policy at the time of hire and driver file completion. They will also be enrolled in Glostone's log auditing service. Driver's electronic logs are audited once per month. Any supplemental evidence including fuel receipts and bills of lading, are used to identify any log falsifications. Glostone generates a listing of all violations and falsifications found and then sends this report to me so that I may share any violations with the corresponding driver to ensure understanding. We will place this report in the company files. Disciplinary action, as detailed by our Hours of Service policy, will be enforced if there are any reoccurring violations. Further, we will train any incoming drivers on the Keep Truckin ELD, and expect that all drivers are utilizing the ELD to log and record all Hours of Service. We are no longer renting CMVs frequently for use; however, in the event that we do rent a truck furnished with an unfamiliar ELD, we will go through the steps of contacting the rental company for instructions and contacting the ELD provider directly when necessary to ensure proper login and usage of the device by our driver(s).
5. I, Corneliu Visan, will be the primary person responsible for the continued compliance with the regulations set in place by the FMCSA/USDOT and will ensure continued abidance by our new company policies and procedures.
6. Attached as evidence of my corrective action includes copies of our log audit reports from Glostone Trucking Solutions for the months of May and June 2018, our new Hours of Service policy, and a copy of (b) (6), (b) (7)(C) Certificate of Completion of Hours of Service training. Additionally, I have included a listing of our ELD details including the type and serial number of our device.

The matters of compliance and safety are important to Krujex Freight Transport Corp and we realize the importance of complying with the FMCSRs. Further, we shall make every effort to ensure the safety and compliance of our drivers in all areas as we move forward. Please accept this Corrective Action Plan with the understanding that we are taking the proper actions needed to comply with all safety regulations.

Thank you for taking the time to review our company procedures. Should you require anything else, please contact me at (860) 524-3887.

Sincerely,

Corneliu Visan

(Signature)

Corneliu Visan
(Printed Name)

8/1/18

(Date)

Owner, Krujex Freight Transport Corp
(Title)

C.V.
(Initials)

EXHIBIT 13



U.S. Department of
Transportation
1200 New Jersey Ave. S.E.
Washington, D.C. 20590

**Federal Motor Carrier
Safety Administration**

**KRUJEX FREIGHT TRANSPORT CORP
13215-C8 SE MILL PLAIN BLVD #112
VANCOUVER, WA 98684**

August 22, 2018

In reply refer to:
USDOT Number: **2314662**
Review No.: 1486821/CR

Dear CORNELIU VISAN:

The motor carrier safety rating for your company is:

CONDITIONAL

This **CONDITIONAL** rating is the result of a review and evaluation of your safety fitness completed on August 21, 2018. A **CONDITIONAL** rating indicates that your company does not have adequate safety management controls in place to ensure compliance with the safety fitness standard that could result in occurrences of violations listed in 49 C.F.R. 385.5(a-k).

Immediate action must be taken to correct any deficiencies or violations discovered during the compliance review. Your operation was found to be deficient with respect to the applicable safety regulations in the following areas:

- Part 391 QUALIFICATIONS OF DRIVERS
- Part 395 HOURS OF SERVICE OF DRIVERS
- Part 390 GENERAL REGULATIONS
- Part 392 DRIVING OF MOTOR VEHICLES
- Part 396 INSPECTION, REPAIR AND MAINTENANCE
- Part 382 CONTROLLED SUBSTANCE AND ALCOHOL USE AND TESTING

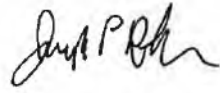
Please refer to the copy of the compliance review left at your office for more specific guidance regarding areas in need of corrective action.

You may obtain further information from the local Federal Motor Carrier Safety Administration office listed below:

U.S. Department of Transportation
Federal Motor Carrier Safety Administration
THE EQUITABLE CENTER
530 CENTER STREET, NE, SUITE 440
SALEM, OR 97301-3740
Telephone No.: 503-399-5775

You may request the Federal Motor Carrier Safety Administration to perform an administrative review of a proposed or final safety rating or you may request a change to a proposed or final safety rating based upon corrective action. The procedures and the time limits are described in 49 C.F.R. 385.15 and 385.17, respectively.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph P. DeLorenzo". The signature is fluid and cursive, with the first name "Joseph" and last name "DeLorenzo" clearly distinguishable.

Joseph P. DeLorenzo
Director, Office of Enforcement and Compliance

EXHIBIT 14

Records Fax Cover Sheet

Request Source Activity - Prepaid Record Print Request

Request ID 19603968

Requester Name MATTHEW K CLARKE, KRUTHC
LINDELL BINGHAM JONES PS

Request Date 17-Nov-2020

Fax Attention MATTHEW K. CLARKE

Fax Number (206) 467-1823

RIA Name

RIA Number

Record Prints 3

Letter ID L0016764747



Oregon

Kate Brown, Governor

Department of Transportation
Driver and Motor Vehicle Services
1905 Lana Avenue NE
Salem, OR 97314
www.OregonDMV.com
(503) 945-5000

Letter ID L0016731979
Date Issued 17-Nov-2020

MATTHEW K CLARKE, KRUTHC LINDELL
BINGHAM JONE
5 CENTERPOINTE DR STE 400
LAKE OSWEGO OR 97035-8661

11/17/2020

1 of 3

L0016731979

Certified Court Print with CDL Med Cert Info

General Information

Name	License Number	Date of Birth	Record Created	First Licensed
ILLYA D TSAR	6998659	10/28/1975		

Address

2912 SE 101ST AVE PORTLAND OR 97266

Mailing Address

Same as residence address

Current License

Current License	Last Issue	Expiration	Endorsements	Restrictions
N/A				

Status on 11/17/2020 03:06 PM

Status Type	Status
Non-Commercial License	Eligible
Commercial License	Eligible

Address Updates

17-Jan-2012 -> 18-Jun-2015

Convictions

Violation Date	12/16/2011	Violation	DWS-VI - 811175S	Degree	V
Verdict Date	01/31/2012	Jurisdiction	OR	Location	J-CLACK
Case #		Speed	Posted: | Actual:	Emp|Haz.|CMV	2 | 2 | 2

Violation Date	12/16/2011	Violation	F DR RT LN - 811325	Degree	V
Verdict Date	01/31/2012	Jurisdiction	OR	Location	J-CLACK
Case #		Speed	Posted: | Actual:	Emp|Haz.|CMV	2 | 2 | 2

Violation Date	06/06/2013	Violation	V DSG SPD - 811111	Degree	V
Verdict Date	08/01/2013	Jurisdiction	OR	Location	C-MULT
Case #		Speed	Posted: 35 | Actual: 47	Emp|Haz.|CMV	2 | 2 | 2

Violation Date	01/17/2014	Violation	F PAY FEE - 803315	Degree	V
Verdict Date	02/05/2014	Jurisdiction	OR	Location	J-CANYV
Case #		Speed	Posted: | Actual:	Emp|Haz.|CMV	1 | 2 | 1

Violation Date	01/16/2014	Violation	F Y A/EV - 811145	Degree	V
Verdict Date	04/02/2014	Jurisdiction	OR	Location	C-MULT
Case #		Speed	Posted: | Actual:	Emp|Haz.|CMV	1 | 2 | 1

Violation Date	04/08/2015	Violation	CMV LOG BK - 3958	Degree	V
Verdict Date	05/06/2015	Jurisdiction	OR	Location	J-SHERM
Case #		Speed	Posted: | Actual:	Emp|Haz.|CMV	2 | 2 | 1

Violation Date	04/08/2015	Violation	CMV DR HRS - 3953	Degree	V
Verdict Date	05/06/2015	Jurisdiction	OR	Location	J-SHERM
Case #		Speed	Posted: | Actual:	Emp|Haz.|CMV	2 | 2 | 1

Withdrawals

Restraint Type	SUSP	Withdrawal	250 - ACCD N/RPT	Docket #	
Restraint Start	10/19/2011	Jurisdiction	OR	Violation	
Restraint Cease	01/17/2012	Court Location		Offense	
Reinstatement	01/17/2012				

Restraint Type	SUSP	Withdrawal	573 - F/COMPLY	Docket #	13W019000
Restraint Start	09/12/2014	Jurisdiction	OR	Violation	12/06/2013
Restraint Cease	03/25/2015	Court Location	J-JCNTY	Offense	
Reinstatement	03/27/2015				

Restraint Type	SUSP	Withdrawal	250 - ACCD N/RPT	Docket #	
Restraint Start	05/31/2015	Jurisdiction	OR	Violation	
Restraint Cease	06/26/2015	Court Location		Offense	
Reinstatement	06/26/2015				

No Medical Certificate on file with Oregon DMV.

I, the undersigned, being duly appointed and having within my custody the records of Driver and Motor Vehicle Services, Department of Transportation, State of Oregon, hereby certify that the foregoing driver record copy is a correct transcript of the specified data contained within the data processing device or computer.

Signed under the seal of the department this Tuesday, November 17, 2020
Manager, Customer Services



MANLAPIT 000376



Oregon

Kate Brown, Governor

Department of Transportation
Driver and Motor Vehicle Services
1905 Lana Avenue NE
Salem, OR 97314
www.OregonDMV.com
(503) 945-5000

Letter ID - L0016715595

Date Issued 17-Nov-2020

MATTHEW K CLARKE, KRUTHC LINDELL
BINGHAM JONE
5 CENTERPOINTE DR STE 400
LAKE OSWEGO OR 97035-8661

11/17/2020

1 of 2

L0016715595

3-Year Employment Driving Record

General Information

Name	License Number	Date of Birth	Record Created	First Licensed
ILLYA D TSAR	6998659	10/26/1975		

Address

2912 SE 101ST AVE PORTLAND OR 97266

Mailing Address

Same as residence address

Current License

Current License	Last Issue	Expiration	Endorsements	Restrictions
N/A				

Status on 11/17/2020 03:06 PM

Status Type	Status
Non-Commercial License	Eligible
Commercial License	Eligible

I, the undersigned, being duly appointed and having within my custody the records of Driver and Motor Vehicle Services, Department of Transportation, State of Oregon, hereby certify that the foregoing driver record copy is a correct transcript of the specified data contained within the data processing device or computer.

Signed under the seal of the department this Tuesday, November 17, 2020

Manager, Customer Services



MANLAPIT 000378



Oregon

Kate Brown, Governor

Department of Transportation
Driver and Motor Vehicle Services
1905 Lana Avenue NE
Salem, OR 97314
www.OregonDMV.com
(503) 945-5000

Letter ID L0016748363

Date Issued 17-Nov-2020

MATTHEW K CLARKE, KRUTHC LINDELL
BINGHAM JONE
5 CENTERPOINTE DR STE 400
LAKE OSWEGO OR 97035-8661

11/17/2020

1 of 2

L0016748363

3-Year Non-Employment Driving Record

General Information

Name	License Number	Date of Birth	Record Created	First Licensed
ILLYA D TSAR	6998659	10/26/1975		

Address

2912 SE 101ST AVE PORTLAND OR 97266

Mailing Address

Same as residence address

Current License

Current License	Last Issue	Expiration	Endorsements	Restrictions
N/A				

Status on 11/17/2020 03:06 PM

Status Type	Status
Non-Commercial License	Eligible
Commercial License	Eligible

Address Updates

No address history on file within the designated retention period

I, the undersigned, being duly appointed and having within my custody the records of Driver and Motor Vehicle Services, Department of Transportation, State of Oregon, hereby certify that the foregoing driver record copy is a correct transcript of the specified data contained within the data processing device or computer.

Signed under the seal of the department this Tuesday, November 17, 2020

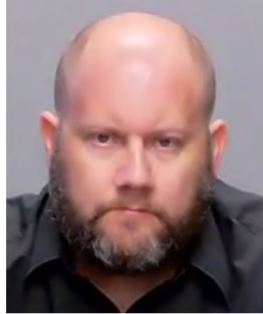
Manager, Customer Services



MANLAPIT 000380

EXHIBIT 15

**Videotaped Deposition of
Matt Geurts and 30(b)(6) Albertson's Companies, Inc.**



Date: April 7, 2021

Case: Manlapit, Jr., et al. vs. Krujex Freight Transportation Corp., et al.

Lead Case No: CV01-2019-06625

Reporter: Jennifer Hanssen, CSR, RPR



ASSOCIATED REPORTING & VIDEO

Next-Level Litigation Support

The Owyhee
1109 Main Street, Suite 220
Boise, Idaho 83702

Phone: (208) 343-4004
Facsimile: (208) 343-4002
production@arvboise.com
arvboise.com

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

LAWRENCE MANLAPIT, JR.,)	
individually as father of)	
LAWRENCE P. MANLAPIT, III,	)	Lead Case No.
DECEASED,	)	CV01-2019-06625
)	
Plaintiff,	)	Consolidated with Case Nos.
	)	CV01-2019-23246
vs.	)	CV01-2020-00653
	)	CV01-2020-02624
KRUJEX FREIGHT TRANSPORT	)	CV01-2020-07803
CORP.; KRUJEX TRANSPORT CORP.)	)	CV01-2020-08172
KRUJEX TRANSPORT SYSTEMS, LLC))	
KRUJEX LOGISTICS INC.;)	
ALBERTSON'S COMPANIES;)	
CORNELIU VISAN; DANIEL VISAN;)	
LIGIA VISAN; STATE OF IDAHO;)	
STATE OF IDAHO DEPARTMENT OF)	
TRANSPORTATION; IDAHO STATE)	
POLICE; PENHALL COMPANY;)	
PARAMETRIX, INC., SPECIALTY)	
CONSTRUCTION SUPPLY LLC, and)	
DOES 1 through 150,)	
inclusive,)	
)	
Defendants.)	
)	
_____)	
And Consolidated Actions)	
_____)	

VIDEOTAPED DEPOSITION OF MATT GEURTS
INDIVIDUALLY AND 30 (b) (6) ALBERTSON'S COMPANIES, INC.

April 7, 2021

Phoenix, Arizona

Reported by: Jennifer Hanssen, CSR #50165, RPR

Page 2

1 VIDEOTAPED DEPOSITION OF MATT GEURTS
 2
 3 BE IT REMEMBERED that the videotaped deposition
 4 of MATT GEURTS, individually and 30(b)(6) Albertson's
 5 Companies, Inc. was taken by the Plaintiffs at the office
 6 of Griffin & Associates located at 3200 East Camelback Road,
 7 Suite 117, Phoenix, Arizona before Jennifer Hanssen, Court
 8 Reporter in and for the County of Maricopa, State of Arizona,
 9 on Wednesday, the 7th day of April, 2021, commencing at the
 10 hour of 10:02 a.m. Pacific Daylight Time in the
 11 above-entitled matter.
 12
 13
 14 APPEARANCES:
 15 For the Plaintiff, Lawrence P. Manlapit, Jr. :
 16 BAUM HEDLUND ARISTEI & GOLDMAN, P.C.
 By: Clay Robbins, III, Esq.
 17 10940 Wilshire Boulevard, 17th Floor
 Los Angeles, California 90024
 18 Telephone: (310) 207-3233
 Facsimile: (310) 820-7444
 19 crobbins@baumhedlundlaw.com
 20
 21 For the Plaintiff, Norko:
 POWERS FARLEY, PC
 22 By: Mark J. Orler, Esq.
 702 West Idaho Street, Suite 700
 23 Boise, Idaho 83702
 Telephone: (208) 577-5100
 24 Facsimile: (208) 577-5101
 mjo@powersfarley.com
 25

Page 4

1 For the Defendant, Specialty Construction Supply:
 2 PERKINS MITCHELL POPE & McALLISTER
 By: David S. Perkins, Esq.
 3 300 North 6th Street, Suite 200
 Boise, Idaho 83701
 4 Telephone: (208) 345-8600
 Facsimile: (208) 354-8660
 5 dperkins@perkinsmitchell.com
 6
 7 For the Defendant, Penhall Company:
 BRASSEY CRAWFORD, PLLC
 8 By: Christopher P. Graham, Esq.
 345 Bobwhite Court, Suite 215
 9 Boise, Idaho 83701
 Telephone: (208) 344-7300
 10 Facsimile: (208) 344-7077
 cpg@brassey.net
 11
 12 For the Defendants, Krujex Companies and Visans:
 MONTGOMERY DOWDLE, LLC
 13 By: Gary L. Montgomery, Esq.
 13965 West Chinden Boulevard, Suite 115
 14 Boise, Idaho 83713
 Telephone: (208) 378-8882
 15 Facsimile: (208) 991-4344
 gary@montgomerydowdle.com
 16
 17 For the Defendant Albertsons Companies:
 EBERLE BERLIN KADING TURNBOW & McKLVEEN
 18 By: Eric A. Gale, Esq.
 1111 West Jefferson Street, Suite 530
 19 Boise, Idaho 83701
 Telephone: (208) 344-8535
 20 Facsimile: (208) 344-8542
 egale@eberle.com
 21
 22 Videographer: Chris Ennis
 23
 24 Also Present: Spencer Melville
 25 Carol Silvers

Page 3

1 For the Plaintiff, Johnson:
 2 LITSTER FROST INJURY LAWYERS
 By: Evan S. Mortimer, Esq.
 3 3501 West Elder Street, Suite 208
 Boise, Idaho 83702
 4 Telephone: (208) 333-3366
 Facsimile: (208) 489-6404
 5 evan.mortimer@litsterfrost.com
 6
 7 For the Defendants, State of Idaho, Idaho Department of
 Transportation, and Idaho State Police:
 8 MOORE ELIA & KRAFT, LLP
 By: Michael J. Elia, Esq.
 9 702 West Idaho Street, Suite 800
 Boise, Idaho 83702
 10 Telephone: (208) 336-6900
 Facsimile: (208) 336-7031
 11 mje@melawfirm.net
 12
 13 For the Plaintiff, Jorgensen:
 CRAIG SWAPP & ASSOCIATES
 14 By: Steven Fisher, Esq.
 3071 East Franklin Road, Suite 302
 15 Meridian, Idaho 83642
 Telephone: (208) 331-0167
 16 Facsimile: (208) 375-2005
 steven.fisher@craigswapp.com
 17
 18 For the Plaintiff, Estate of Illya Tsar:
 19 CAPITOL LAW GROUP
 By: Robert T. Wetherell, Esq.
 20 205 North 10th Street, 4th Floor
 Boise, Idaho 83701
 21 Telephone: (208) 424-8872
 Facsimile: (208) 424-8874
 22 rwetherelle@capitolawgroup.com
 23
 24
 25

Page 5

I N D E X
 E X A M I N A T I O N

MATT GEURTS	PAGE
5 By: Mr. Robbins.....	8
6 Mr. Mortimer.....	215
7 Mr. Orler.....	241
8 Mr. Robbins.....	255
E X H I B I T S	
Please refer to master exhibit index	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	

Page 6

1 PROCEEDINGS
 2 THE VIDEOGRAPHER: So we are recording and
 3 we are on the record. Today's date is April 7th, 2021.
 4 The time is 11:02 p.m. -- I'm sorry, a.m., and that's
 5 Mountain Time. It is 10:02 Pacific Time. For the
 6 record, this is the video deposition of Matt Geurts
 7 taken by the plaintiffs in the matter of Manlapit,
 8 Junior, et al., versus Krujex Freight Transportation
 9 Corp., et al., lead case number CV01-2019-06625. It is
 10 in the District Court of the Fourth Judicial District of
 11 the State of Idaho, in and for the County of Ada.
 12 The video deposition is being held at the
 13 offices of Griffin & Associates, L.L.C., whose address
 14 is 3200 East Camelback Road, Suite 117 (sic) in
 15 Phoenix, Arizona. The video deposition is being
 16 recorded by Chris Ennis and reported by Jennifer Hanssen
 17 of Associated Reporting & Video.
 18 If counsel will please state their
 19 appearances and any stipulations for the record.
 20 MR. ROBBINS: Clay Robbins on behalf of
 21 plaintiff Lawrence Manlapit, Junior, individually, and
 22 as co-administrator of the estate of Lawrence Manlapit,
 23 the Third. And the same stipulations that we have
 24 previously agreed to are fine with me on this.
 25 MR. GALE: Eric Gale for defendant

Page 7

1 Albertsons. And I agree to the stipulations as well.
 2 MR. ORLER: Mark Orler on behalf of
 3 plaintiff Dorine Norko individually and as
 4 co-administrator of the estate of Lawrence Manlapit, the
 5 Third. I also agree with the stipulation.
 6 MR. MORTIMER: Evan Mortimer on behalf of
 7 the Johnson family. I agree to the stipulation.
 8 MR. MONTGOMERY: Gary Montgomery on behalf
 9 of the defendants Krujex and Visan. We agree.
 10 MR. PERKINS: David Perkins on behalf of
 11 Specialty. We agree.
 12 MR. WETHERELL: Johnny Wetherell. The
 13 estate of Illya Tsar. I'm not sure I'm allowed to
 14 agree, but I will.
 15 MR. FISHER: Steven Fisher on behalf of
 16 Jorgensen, and we agree.
 17 MR. ELIA: Michael Elia on behalf of the
 18 State of Idaho, and we agree.
 19 MR. GRAHAM: Chris Graham on behalf of
 20 Penhall. We agree.
 21 MR. GALE: And then just for the record,
 22 just to let you know, Matt, the stipulations are just
 23 that if one party objects to a question, then it's good
 24 for all defendants, it stands for all, so that we're not
 25 all making the same objection over and over. That's it.

Page 8

1 THE WITNESS: Okay. Got it.
 2 MR. GALE: Fair enough, Mr. Robbins?
 3 MR. ROBBINS: That is fair.
 4 I think we are ready to swear the witness in.
 5 THE VIDEOGRAPHER: Okay. If the court
 6 reporter will please swear the witness.
 7
 8 MATT GEURTS,
 9
 10 called as a witness herein, having been first duly
 11 sworn, was examined and testified as follows:
 12
 13 EXAMINATION
 14 BY MR. ROBBINS:
 15 Q. Would you state your full name for the record,
 16 please.
 17 A. Matthew Edward Geurts.
 18 Q. Mr. Geurts, I introduced myself off the record.
 19 I'm Clay Robbins. As you heard on the record, I
 20 represent one of the parties in this case, and I do
 21 understand that this is your first deposition. For that
 22 reason, what I'm going to do now is go through what's
 23 called an admonition, and it's a general description of
 24 the deposition procedure.
 25 If for any reason you have any questions

Page 9

1 about the procedure, that is how it is we're going to be
2 doing what it is we're doing today, please feel free to
3 ask me, and I'll try to clarify procedural questions for
4 you at that time. Okay?
 5 A. Okay.
 6 Q. All right. A deposition is a relatively
 7 informal proceeding in which attorneys are given an
 8 opportunity to ask witnesses questions concerning the
 9 facts and circumstances surrounding the lawsuit.
 10 You've taken an oath, and that oath is the
 11 same as an oath that you would take in a court of law.
 12 By taking that oath, you've promised to respond
 13 truthfully to all of the questions that are asked of you
 14 here today. Do you understand that?
 15 A. Yes.
 16 Q. For that reason, it's very important that you
 17 listen to the questions, make sure you understand the
 18 question, and then when you give us an answer, try to
 19 restrict yourself to the question that has been asked.
 20 Okay?
 21 A. Okay.
 22 Q. If for any reason you don't hear or understand
 23 a question, I don't want you to try to answer it. I
 24 want you to tell me that you didn't hear or understand
 25 it, and I will clarify it for you.

Page 18

1 Q. You do, and you may take a look at it, if you'd
 2 like, and I would ask you to take a look at in Volume 1
 3 to Tab 50, page -- page 3 of the document that's on
 4 Tab 50.
 5 A. Okay.
 6 Q. All right. Now, in there, you can see the two
 7 designee areas. The first, item Number 1, any and all
 8 steps undertaken by and/or on behalf of defendant
 9 Albertsons Companies, Inc. to research, investigate, and
 10 it goes on, concerning Krujex Freight Transport Co.,
 11 which I will refer to as Krujex during this deposition,
 12 if I may, and Illya Tsar, and it gives the license
 13 number.
 14 And is it your understanding that you are
 15 the representative of Albertsons to testify on those
 16 issues?
 17 A. Yes.
 18 Q. All right. And the next is the negotiation
 19 for -- this is item Number 2, negotiation for,
 20 specification for, ordering of, description of collision
 21 avoidance systems available for purchase and receipt of
 22 and purpose intended for that certain 2019 Volvo truck
 23 trailer, and it gives the VIN number and the date of
 24 manufacture.
 25 Are you the representative of Albertsons

Page 20

1 agents, employees, and/or drivers to ship, transport
 2 goods to/from various locations for Albertsons stores
 3 and/or subsidiaries from 2017 through June 16, 2018, and
 4 I will tell you the significance of the June 16 date is
 5 the date of the accident.
 6 Is it your understanding that you are
 7 being presented as the Albertsons representative to
 8 address that issue?
 9 A. Yes.
 10 Q. Okay. The second is everything done by and/or
 11 on behalf of defendant Albertsons Companies, Inc., its
 12 agents, related companies, subsidiaries and/or employees
 13 to inquire into, investigate, evaluate, vet, determine
 14 and/or confirm that from July 19, 2017, through
 15 June 16, 2018, and I'll shortchange, Krujex had "in
 16 place safety management controls adequate to meet or
 17 exceed the safety fitness standards as prescribed in
 18 49 CFR Part 385 as provided in section 1 of the master
 19 motor carrier agreement dated July 19, 2017," and I'll
 20 just end it right there.
 21 And is it your understanding, sir, that
 22 you are -- have been presented by Albertsons to speak on
 23 its behalf with regard to those issues?
 24 A. Yes, I can speak to that.
 25 Q. All right. Were you personally involved in the

Page 19

1 to testify on that?
 2 A. Probably not.
 3 Q. Yeah.
 4 A. I don't think it actually applies to --
 5 Q. And it does not, sir, and I was just going to
 6 say this was -- this was a designation that
 7 improvidently was sent to Albertsons and is going to be
 8 revisited in a few weeks with someone else.
 9 A. Okay.
 10 Q. But we -- I am not expecting you to testify on
 11 that issue. When I was told that you were, I was
 12 pleasantly surprised.
 13 MR. GALE: As -- as were we, Mr. Robbins.
 14 Q. BY MR. ROBBINS: Okay. All right. Now,
 15 Mr. Geurts, I will ask you, then, if you would, please,
 16 to turn to Tab 51, page 3, and that's the -- the second
 17 notice of designee production. And, again, we have item
 18 Numbers 1 through 2 on page 3, and reading through item
 19 Number 1, I requested that somebody be presented on
 20 behalf of Albertsons to testify concerning everything
 21 done by and/or on behalf of defendant Albertsons
 22 Companies, Inc., its agents, related companies,
 23 subsidiaries and/or employees to inquire into,
 24 investigate, evaluate, vet, determine and/or confirm the
 25 competency of, I'll just shortcut it, Krujex, its

Page 21

1 evaluation of Krujex's application to be a partner
 2 carrier for Albertsons in the 2017 time frame?
 3 A. Yes.
 4 Q. All right. Was there anyone else in addition
 5 to you that was involved in that process?
 6 A. Yes, my -- I have a team that vets out
 7 potential new carriers and does the safety and
 8 background checks. Everything funnels through me,
 9 though.
 10 Q. Understood. Buck stops with you, so to speak.
 11 Let me ask you to please identify those
 12 members of your team who were involved in the vetting of
 13 Krujex.
 14 A. It depends on the time frame that they were set
 15 up. It was most likely Ashley Lawliss.
 16 Q. I can help with that maybe. I will tell you
 17 that I do have a copy of the motor carrier agreement,
 18 and it's attached as -- to Tab 52, the declaration of
 19 Spencer Melville, at page 2938, Bates Number 2938. And
 20 it's --
 21 MR. GALE: Just for the record -- sorry to
 22 interrupt.
 23 MR. ROBBINS: Yes, sir.
 24 MR. GALE: That number you're referencing
 25 is the middle bottom; correct?

Page 26

1 would be the carrier handbook that appears starting at
 2 page 2969?
 3 A. Correct.
 4 **Q. All right. Now, were you at all involved in**
 5 **the preparation of the Melville declaration? And,**
 6 **again, that's at Tab 52.**
 7 A. Yes, I believe I was.
 8 **Q. Okay. And in what particulars were you**
 9 **involved in the preparation of that declaration and/or**
 10 **the exhibits attached thereto?**
 11 A. Spencer asked me to either confirm or pull
 12 information, I believe, for him to sign off on this, I
 13 guess.
 14 **Q. All right. And my understanding is that**
 15 **Mr. Melville was not employed at the time of the subject**
 16 **accident, June 16, 2018? By "employed," not employed by**
 17 **Albertsons.**
 18 A. Correct, yes.
 19 **Q. Okay. When, if you know, ballpark, was it that**
 20 **Mr. Melville started his employment with Albertsons?**
 21 A. Last January 2020.
 22 **Q. Okay.**
 23 A. Maybe it was December of the prior year. I
 24 think it was '20. It was --
 25 **Q. January --**

Page 28

1 **plan for Krujex?**
 2 A. So it's not a timeline of the -- I don't know
 3 if I said timeline, but if I did, it's not the timeline
 4 of their corrective action plan. So when a carrier goes
 5 into conditional safety rating as based -- based on the
 6 DOT findings, the standard operating procedure for
 7 Albertsons is we get a corrective action plan from that
 8 carrier to address and correct whatever incidents push
 9 them into conditional rating.
 10 **Q. Let me ask you, and I don't mean to -- yes, I**
 11 **do because I'm asking you to do it. Jumping around, let**
 12 **me ask you to take a look at Volume Number 2, and I'll**
 13 **ask you to page over to Tab 73, and specifically, 3423,**
 14 **but you can start looking at 3421. My question to you**
 15 **is, is this the corrective action plan that you**
 16 **reviewed?**
 17 A. No.
 18 **Q. It's a different document?**
 19 A. No, I don't think I've seen this before.
 20 **Q. All right. And was it a document that was**
 21 **prepared by Krujex?**
 22 A. Yes.
 23 **Q. And it was prepared by Krujex and delivered to**
 24 **you?**
 25 A. Yes.

Page 27

1 A. 2020, yeah.
 2 **Q. -- 2020 or December 2019, one or the other?**
 3 A. It was January 2020 because I was on paternity
 4 leave.
 5 **Q. Okay. In -- in any event, it was -- it was**
 6 **after the date of --**
 7 A. Correct, yes.
 8 **Q. -- the subject accident.**
 9 **Now, do you recall in what particular**
 10 **subject areas Mr. Spencer asked you to confirm for him?**
 11 A. In regards to the specific document?
 12 **Q. Well, yeah, in regards to the declaration, you**
 13 **mentioned that he asked you to confirm some information**
 14 **in the declaration and to pull info, but by pulling**
 15 **info, you mean pulling documents or to give him**
 16 **information describing the documents?**
 17 A. To pull the actual, like, Krujex contract and
 18 provide the safety rating information and the
 19 things that -- things that I listed prior just --
 20 **Q. Okay.**
 21 A. -- to confirm what we had actually prepped
 22 for for this particular incident.
 23 **Q. Okay. All right. Now, you mentioned a**
 24 **document that you reviewed being the timeline on the**
 25 **corrective action plan. Is that a corrective action**

Page 29

1 MR. ROBBINS: Okay. Eric, I don't know
 2 that I've ever seen that document. I may have. I
 3 just don't -- I don't -- it doesn't ring a bell with me.
 4 MR. GALE: It depends on the time -- time
 5 you're talking about.
 6 MR. ROBBINS: How so?
 7 MR. GALE: Meaning we produced everything
 8 that we have. I don't know what time frame you're
 9 asking about.
 10 MR. ROBBINS: I'm just asking about the
 11 document the corrective action plan. I don't recall
 12 having received that document.
 13 MR. GALE: I've seen that after the
 14 accident.
 15 MR. ROBBINS: Yes, it's a post-accident,
 16 apparently, document.
 17 A. Correct.
 18 MR. ROBBINS: I have the -- what I
 19 understand is the corrective action plan that was
 20 submitted by Krujex to the FMCSA.
 21 MR. GALE: Yeah.
 22 MR. ROBBINS: But I -- the witness
 23 indicates that there is a corrective action plan that
 24 was submitted by Krujex to Albertsons?
 25 MR. GALE: That might have been the

Page 30

1 documents Johnson produced in this -- in the Johnson --
 2 Daisy Johnson case --
 3 MR. ROBBINS: Okay. Well --
 4 MR. GALE: -- that were from Krujex.
 5 MR. ROBBINS: Okay. Albertsons doesn't
 6 have a copy of that?
 7 MR. GALE: If it was --
 8 MR. ROBBINS: Let me ask the witness.
 9 MR. GALE: Yeah.
10 Q. BY MR. ROBBINS: Do you recall having seen this
11 corrective action plan in the files and records
12 maintained by Albertsons pertaining to this partner
13 carrier?
 14 A. Yes.
 15 MR. ROBBINS: All right. I wonder -- you
 16 know, I know that there's going to be a production of
 17 the email that I will just ask about now.
 18 MR. GALE: Yeah.
 19 MR. ROBBINS: Could I -- could I get that
 20 produced as well maybe sometime during the course of
 21 this deposition?
 22 MR. GALE: Yeah. And that document was
 23 not in page 1 through 404?
 24 MR. ROBBINS: I don't -- I had not seen
 25 it.

Page 32

1 Q. Okay. How is it that you obtained a copy of
2 the -- of the NTSB report? It's a public document, so,
3 I mean, you can go on the public register and get it,
4 but I'm just wondering, how is it and when was it?
 5 A. Sure. The -- I believe the first time that I
 6 saw the full report was during the information
 7 preparation stage for this deposition.
8 Q. Okay.
 9 A. So there was -- yeah, there was the initial
 10 report from the Idaho State Police that you mentioned
 11 that -- that we shared with our risk team, and then
 12 anything after that was, like I said, kind of after the
 13 fact in the info prep stage.
14 Q. Okay. Before becoming aware of this
15 deposition, but after the accident of June 16, 2018, did
16 you ever have an opportunity to review any of the
17 documents prepared by the FMCSA -- and you understand
18 Federal Motor Carrier Safety Administration?
 19 A. I understand.
20 Q. -- pertaining to their investigation of --
21 their comprehensive investigation of Krujex?
 22 A. Can you say the time frame?
23 Q. Sure. Between the date of the accident,
24 June 16, 2018, up to the date that you first became
25 aware that you were going to have your deposition taken,

Page 31

1 MR. GALE: Okay. I know I saw it.
 2 Whether it was produced by us or by other parties,
 3 whether it was Krujex or Daisy Johnson, I've seen it in
 4 this lawsuit produced by other parties and/or us.
 5 MR. ROBBINS: Yeah, I don't recall having
 6 seen it, and it could be on me, but I don't recall
 7 having seen it as being produced by Albertsons, but if
 8 you -- if you guys could be so kind as to --
 9 MR. GALE: Sure.
 10 MR. ROBBINS: -- send that over so that we
 11 can talk about it today, I'd really appreciate it.
12 Q. BY MR. ROBBINS: Okay. But in any event,
13 Mr. Geurts, Tab 73 is not the document that you
14 reviewed?
 15 A. No. As I mentioned, I don't believe I've seen
 16 this before.
17 Q. All right. And the accident report, is that
18 the report that was prepared by the Idaho State Police?
 19 A. Yes.
20 Q. Did you ever read or review any of the NTSB
21 reports pertaining to this accident?
 22 A. After the fact, I did, yes.
23 Q. Were you a participant in any way with the
24 investigation that was undertaken by the NTSB?
 25 A. No.

Page 33

1 during that time frame. I'm trying to exclude it from
2 the time period when you were preparing for the
3 deposition.
 4 A. So the time frame after the accident, but
 5 before we prepped for the deposition?
6 Q. Yes, sir.
 7 A. Okay. No, I don't believe I saw anything from
 8 them.
9 Q. Okay. All right. After this accident, did
10 Krujex continue to remain with Albertsons as a partner
11 carrier?
 12 A. Krujex is still currently a contracted carrier.
 13 I wouldn't call them a partner carrier. We don't do any
 14 business with them. After the accident, we put them
 15 through their -- call it their paces, you know, to get
 16 the information as to what happened with the accident.
 17 So the -- we asked them to provide, you
 18 know, any information that they had at the time, and I
 19 believe that the emails that we shared as part of that
 20 show that early on, we did not have information, you
 21 know, the details, you know, the -- you know, who was
 22 involved with, you know, the fatalities that were
 23 involved or anything like that. The information that we
 24 gather at early stages goes to our risk team.
25 Q. Uh-huh.

Page 38

1 A. Can you repeat the question?
 2 MR. ROBBINS: Sure.
 3 **Q. BY MR. ROBBINS: What I'm trying to get at is**
 4 **at the time that the decision was made to no longer do**
 5 **business with Krujex, that was made at a point in time**
 6 **after the corrective action plan had been reviewed and a**
 7 **determination had been made that Krujex had been acting**
 8 **in violation of the motor carrier agreement it had with**
 9 **Albertsons?**
 10 MR. GALE: And, again, same objection,
 11 vague, ambiguous and overbroad as to time.
 12 MR. MONTGOMERY: Join in that objection.
 13 (Discussion off the record.)
 14 **Q. BY MR. ROBBINS: And insofar as the timing**
 15 **aspect is involved, the decision was made after the**
 16 **fact, but that decision was made after a review that**
 17 **during the time of the contract, based upon your**
 18 **reviewing after the accident of the corrective active --**
 19 **action plan, Albertsons made the determination that**
 20 **Krujex had been acting in violation of the master motor**
 21 **carrier transportation agreement prior to June 16 of**
 22 **2018?**
 23 MR. GALE: Same objection.
 24 MR. ROBBINS: You can respond.
 25 A. Repeat the question again, please.

Page 40

1 **could no longer act as a carrier partner or partner**
 2 **carrier, I guess is the term?**
 3 A. Their lack of readiness to correct the
 4 incident. As you mentioned, they were in violation of
 5 the contract, which at that point is already -- you
 6 know, they're in violation of the contract -- of the
 7 contract, and they would -- you know, they would lose
 8 their ability to be a carrier partner with Albertsons at
 9 that time.
 10 The second piece being that they would not
 11 meet the expectations to do business based on what they
 12 have in place for communication and managing the
 13 business. They were -- they were going through a
 14 transitional period where we found that it was lacking
 15 from a communication and getting responses from the
 16 carrier standpoint was not sufficient to our
 17 expectations.
 18 **Q. Okay.**
 19 A. So there's obviously the safety issue, and
 20 there was also a more -- call it subjective
 21 communication piece of it that was lacking from what we
 22 expect of our carrier partners, which is laid out in the
 23 carrier handbook.
 24 **Q. Okay. So the safety issue, though, related to**
 25 **the fact that they were in violation of the motor**

Page 39

1 MR. ROBBINS: Could the court reporter
 2 read back the question for me, please.
 3 A. It was rather lengthy.
 4 MR. ROBBINS: It was, and I apologize.
 5 (Question read.)
 6 MR. ROBBINS: Let me clarify the question.
 7 **Q. BY MR. ROBBINS: Albertsons had reviewed a**
 8 **corrective action plan that had been presented by Krujex**
 9 **after the June 16, 2018, accident; correct?**
 10 A. Correct.
 11 **Q. Upon Albertsons' review of that corrective**
 12 **action plan, did Albertsons make the determination that**
 13 **during the time of the relationship between Albertsons**
 14 **and Krujex between 2017 and 2018, that Krujex had been**
 15 **acting in violation of the master motor carrier**
 16 **transportation agreement?**
 17 A. Yes.
 18 **Q. And is that the reason, then, that Albertsons**
 19 **made the decision to no longer do business with Krujex?**
 20 A. That was one of two reasons.
 21 **Q. What was the other reason?**
 22 A. The other reason was they, in our opinion, were
 23 no longer able to function as a carrier partner, even
 24 with the corrective action plan.
 25 **Q. Why did -- why was the decision made that they**

Page 41

1 **carrier agreement?**
 2 A. Correct.
 3 **Q. All right. The communication aspect is you**
 4 **were just not able to get information from them, even**
 5 **after the fact?**
 6 A. It was -- it was a lack of information. It was
 7 they were going through an -- I'll say an employee
 8 turnover, so we didn't have sufficient resources to
 9 manage the business, which, again, is in addition to
 10 what -- they were already in violation of the contract,
 11 so it's just kind of pick your poison on which way you
 12 want to go with it.
 13 **Q. Did Albertsons ever make a determination as to**
 14 **how long Krujex had been acting in violation of the**
 15 **master motor carrier transportation agreement with**
 16 **Albertsons?**
 17 A. I would be guessing at that from a duration
 18 standpoint.
 19 **Q. Was -- was -- was any evaluation made as to**
 20 **whether or not Krujex was ever acting consistently with**
 21 **the master motor carrier transportation agreement?**
 22 A. Again, I would be guessing.
 23 **Q. Okay. Was there somebody else at Albertsons**
 24 **who was undertaking that evaluation, that is whether**
 25 **they were, "they" being Krujex, ever acting in**

Page 54

1 MR. ROBBINS: Yeah, Bob, go ahead.
 2 MR. WETHERELL: Okay. This is Bob
 3 Wetherell. I joined the deposition. Prior to this, a
 4 paralegal in my office, Johnny Wetherell, who's waiting
 5 on his bar exam results, was here for me. I'm here now.
 6 Thank you.
 7 MR. GALE: Thank you, Mr. Wetherell.
 8 **Q. BY MR. ROBBINS: So we had taken a break, and**
 9 **you were looking -- you graciously reviewed the**
 10 **documents and did not see in the documents that it had**
 11 **been produced, the corrective action plan that you had**
 12 **previously produced -- reviewed and upon which the**
 13 **decision was made that Albertsons would no longer do**
 14 **business with -- with Krujex, just to describe what it**
 15 **is we're talking about.**
 16 **It's my understanding that that document**
 17 **is on your laptop at home, and you've graciously agreed**
 18 **over the lunch break to go back home, hopefully not too**
 19 **far away, and to forward that document over to Eric, and**
 20 **then we'll have it produced and we'll talk about it.**
 21 **Agreed?**
 22 A. Yes.
 23 **Q. Okay. All right. Mr. Geurts, would you agree**
 24 **that there are potentially safety risks associated with**
 25 **large tractor-trailer combinations operating on the**

Page 56

1 don't do a lot of crossover for those types of things as
 2 far as safety regulation or setups or anything like
 3 that.
 4 **Q. Does the Corporate Traffic group operate its --**
 5 **its own fleet of motor -- tractor-trailers?**
 6 A. No, no, everything is third party.
 7 **Q. Okay. Is there a reason --**
 8 A. Sorry, let me correct that.
 9 **Q. Go ahead.**
 10 A. So everything's third party or if we find any
 11 backhaul opportunities for the fleet, we'll offer them
 12 to the fleet, meaning if you're coming back from, like,
 13 Kraft or General Mills and they can pick something up on
 14 the way back to the DC after a store delivery, we
 15 obviously, you know, like to fill empty miles and save
 16 some money that way.
 17 But from -- as far as, you know, that's
 18 the extent of it, we offer the divisions the opportunity
 19 to do those backhauls in lieu of using a third-party
 20 carrier, but our relationships from a carrier standpoint
 21 and a setup standpoint is all third-party carrier
 22 partners.
 23 **Q. Okay. And you deal directly with the motor**
 24 **carrier or do you directly -- do you deal with brokers?**
 25 A. Both.

Page 55

1 **nation's highways?**
 2 MR. GALE: Objection, vague, ambiguous and
 3 overbroad as to the term "safety risks."
 4 MR. ROBBINS: You can respond.
 5 A. Are you asking me if there's just -- generally
 6 if vehicles can be unsafe?
 7 **Q. BY MR. ROBBINS: Vehicles and/or the drivers**
 8 **and/or the motor carriers can be unsafe. Would you**
 9 **agree generally?**
 10 A. Generally, yes.
 11 **Q. Okay. And is it important to Albertsons that**
 12 **its goods are transported safely on the nation's**
 13 **highways without endangering the motoring public?**
 14 A. Of course.
 15 **Q. Now, Albertsons has its own DOT and motor**
 16 **carrier numbers; agreed?**
 17 A. Our private fleet does, yes.
 18 **Q. Yeah. How large is that private fleet -- well,**
 19 **strike that.**
 20 **As of June of 2018, do you know how large**
 21 **that private fleet was?**
 22 A. Not offhand. That's a separate entity.
 23 **Q. And what entity is that?**
 24 A. Well, each division has their own fleet, and
 25 it's separate from our Corporate Traffic group. We

Page 57

1 **Q. Okay. Now, insofar as a broker is concerned,**
 2 **the broker supposedly independently does the vetting of**
 3 **the motor carriers that it offers to the supplier;**
 4 **correct?**
 5 A. That's the expectation.
 6 **Q. Okay. Is there any reason why you -- why**
 7 **Albertsons doesn't as a matter of routine always utilize**
 8 **brokers if they are going to retain a third-party**
 9 **carrier?**
 10 MR. GALE: I'm sorry, could you read that
 11 question back? I didn't hear that.
 12 MR. ROBBINS: Well, yeah, let me re-ask
 13 it.
 14 **Q. BY MR. ROBBINS: Prior to June of 2018, are you**
 15 **aware of whether there was a reason why Albertsons did**
 16 **not routinely retain brokers whenever it desired to hire**
 17 **a third-party carrier to transport its product?**
 18 MR. GALE: Objection, assumes facts not in
 19 evidence.
 20 MR. ROBBINS: Only if you know.
 21 A. I would say define "routine" or "routinely."
 22 **Q. BY MR. ROBBINS: That is always. In other**
 23 **words, rather than independently Albertsons retaining a**
 24 **motor carrier, is there a reason why they didn't always**
 25 **go through a broker to secure the third-party carrier?**

Page 62

1 MR. GALE: Objection, asked and answered.
 2 MR. ROBBINS: If you know.
 3 MR. GALE: Vague, ambiguous and overbroad.
 4 A. No, not specifically. Again, outside of my
 5 scope.
 6 **Q. BY MR. ROBBINS: Okay. Prior to June 16 of**
 7 **2018, did the Albertsons Corporate Traffic group utilize**
 8 **CarrierWatch?**
 9 A. No.
 10 **Q. Okay.**
 11 A. Not -- not to my knowledge.
 12 **Q. Have you ever heard of CarrierWatch?**
 13 A. I've heard of them, yes.
 14 **Q. Okay. That's not something that the Corporate**
 15 **Traffic group utilized to monitor its --**
 16 A. Well --
 17 **Q. -- partner carriers?**
 18 A. -- are you talking about the DAT application or
 19 the -- the software outside of DA -- DAT? That's --
 20 there's two different -- there's a CarrierWatch group
 21 and there's a -- there's a DAT functionality called
 22 CarrierWatch that we did utilize, yes.
 23 **Q. Well, my understanding is there is a**
 24 **CarrierWatch application that provides those who sign up**
 25 **with CarrierWatch --**

Page 64

1 **Q. Okay. And what aspect of CarrierWatch of those**
 2 **various indices did the Albertsons Corporate Traffic**
 3 **group sign on for?**
 4 A. Anything that -- if they had a status change
 5 from going from satisfactory to conditional or no rating
 6 to conditional, so any status changes or out of service
 7 or safety.
 8 **Q. Okay. So you got notifications of out of**
 9 **service?**
 10 A. If -- if they went beyond the national average,
 11 yes.
 12 **Q. Okay. And how about in terms of the number of**
 13 **trucks?**
 14 A. Same. Trucks, we don't -- trucks was mostly
 15 irrelevant --
 16 **Q. Okay.**
 17 A. -- from a safety standpoint. If they gathered
 18 more trucks or sold a few trucks, we weren't monitoring
 19 that piece directly.
 20 **Q. Would the number of trucks, though, not bear on**
 21 **the sophistication of the carrier?**
 22 A. Not necessarily.
 23 **Q. All right. In other words, a carrier with one**
 24 **truck, you would think, would be as sophisticated, as**
 25 **capable and competent as a carrier that has 50 rigs?**

Page 63

1 A. Got it.
 2 **Q. -- information pertaining to --**
 3 A. Let -- let me correct myself, then. Yes, we
 4 did use DAT CarrierWatch, yes. I thought you were
 5 talking about the -- the group, not the application.
 6 **Q. Okay. During what period of time did the**
 7 **Albertsons Corporate Traffic group utilize CarrierWatch?**
 8 A. Up until very recently, within the last year.
 9 **Q. And how is it that they used CarrierWatch?**
 10 A. To provide alerts when there was changes on
 11 safety ratings. So we'd set up a profile for a carrier,
 12 it would -- it would say Krujex has gone from no rating
 13 to conditional --
 14 **Q. Okay.**
 15 A. -- for example.
 16 **Q. But if they just stayed at no rating, you**
 17 **wouldn't get any information from CarrierWatch?**
 18 A. Not as a flag notice, no.
 19 **Q. What other information would be provided on**
 20 **CarrierWatch, if you know?**
 21 A. Provided or available?
 22 **Q. Well, okay, let's ask both. Available.**
 23 A. Available, you can see the -- how many trucks
 24 they own, the last time that they were reviewed by the
 25 DOT, out of service, safety.

Page 65

1 A. I've seen a large gamut of sophistication
 2 based on various sizes, so it's not indicative of -- I
 3 mean, you can make assumptions off of that, but I don't
 4 think it's necessarily fair to us or the carrier to do
 5 so.
 6 **Q. Okay. Is there any other program -- well,**
 7 **strike that.**
 8 **With what frequency did the Corporate**
 9 **Traffic group review the CarrierWatch output for each of**
 10 **its partner carriers?**
 11 A. It's done daily through the CarrierWatch live
 12 notices, so any time anything went out of compliance
 13 based on the settings, we would get an alert at the
 14 beginning of the day to follow up on.
 15 **Q. Okay. Would there be any documentation kept**
 16 **that would reflect when an alert was received by**
 17 **Albertsons with respect to any given partner carrier?**
 18 A. I don't think there's any specific records on
 19 the specific alerts, but you can tell based on the --
 20 and I think -- I think there was a file within the 404
 21 that showed when -- when the -- when their status
 22 changed. I think it was August something in 2018, an
 23 alert was generated at that time.
 24 **Q. Okay. So -- but was that a document that was**
 25 **generated by CarrierWatch?**

Page 66

1 A. The document itself is -- was -- went through
 2 SMS.
 3 **Q. Right.**
 4 A. Which CarrierWatch gives you the ping, and then
 5 we -- we follow up to look to see what -- what --
 6 **Q. Okay.**
 7 A. -- the actual notification was. So if you
 8 could -- again, we got a notification during that August
 9 2018, I think it was the end of the month, I don't
 10 remember the exact -- the exact date, got a notification
 11 saying, hey, something changed with -- with Krujex. The
 12 team then follows up to see what -- what actually
 13 happened, verify that it's -- you know, it's not spam or
 14 anything else.
 15 **Q. Okay.**
 16 A. Go back and actually look to see what changed
 17 with -- with the conditional -- you know, with the
 18 rating or whatever it is, and that's the standard
 19 procedure, and then we follow up as needed.
 20 **Q. Okay. So the -- the primary review mechanism**
 21 **is they look at the SaferWatch, look for SaferWatch**
 22 **notifications on the carriers. If something comes up,**
 23 **then they go to CarrierWatch or is it the other way**
 24 **around?**
 25 A. Are you talking --

Page 67

1 MR. GALE: Objection, misstates testimony.
 2 MR. ROBBINS: Go ahead.
 3 A. I'm sorry, what did you say?
 4 MR. GALE: I said objection, misstates
 5 testimony, but go ahead.
 6 A. I was going to ask you to repeat the question
 7 because --
 8 **Q. BY MR. ROBBINS: Yeah. What I'm asking is in**
 9 **terms of checking on information available pertaining to**
 10 **the operations of your partner carriers, is the first**
 11 **line they check the SaferWatch notification and then**
 12 **they go to CarrierWatch to get additional information or**
 13 **the other way around?**
 14 A. Are you talking about when carriers are set up
 15 or the maintenance piece of it?
 16 **Q. Maintenance piece of it.**
 17 A. The maintenance piece of it, again, is we get
 18 an alert from CarrierWatch, and then we dive into it. I
 19 mean, the Safer itself doesn't really go into -- the
 20 base page doesn't go into deep details. You have to
 21 dive in to the SMS piece of it.
 22 **Q. All right. All right. Let's take a look at**
 23 **the documents that were attached to Mr. Melville's**
 24 **deposition. Well, let me ask you this first: Did you**
 25 **receive any input from your insurance carrier as to how**

Page 68

1 **Albertsons should be making inquiries of its motor**
 2 **carriers to make sure that they were making a reasonable**
 3 **inquiry of their motor carrier safety status?**
 4 A. I didn't hear anything from an insurance
 5 company, no.
 6 **Q. Did you reach out to the insurance company and**
 7 **make that request?**
 8 A. No. And, again, that's -- that doesn't really
 9 fall within our scope. That's why we have risk and
 10 insurance team corporately.
 11 **Q. Okay. Was there anybody in the risk management**
 12 **team that reaches out to its insurance -- Albertsons'**
 13 **insurance carrier for input as to how they could better**
 14 **address their responsibilities in vetting their partner**
 15 **carriers?**
 16 A. I don't know what they did or didn't do as a
 17 follow-up.
 18 **Q. Okay. How about any industry groups of which**
 19 **Albertsons is a member, is there any information or was**
 20 **any guidance provided to help demonstrate that the**
 21 **exercise -- that Albertsons was exercising reasonable**
 22 **care in monitoring its member carriers, its partner**
 23 **carriers?**
 24 A. Specific to this incident?
 25 **Q. No, just generally in terms of the Corporate**

Page 69

1 **Traffic group, was there any industry group that**
 2 **Albertsons reached out to to provide guidance as to how**
 3 **to demonstrate the exercise of reasonable care in**
 4 **monitoring a partner motor carrier?**
 5 MR. GALE: Objection, vague, ambiguous and
 6 overbroad as to time.
 7 **Q. BY MR. ROBBINS: Prior to June 16 of 2018.**
 8 A. No, we didn't reach out to any industry group
 9 or vice versa.
 10 **Q. Okay.**
 11 A. Well, I'll say I didn't. I don't know if
 12 anyone within Albertsons did. I don't want to speak on
 13 everyone within -- that works for Albertsons.
 14 **Q. Well, would you have received the benefit of**
 15 **any such inquiry? I mean, are you the individual in the**
 16 **Corporate Traffic group that would have been told, "Hey,**
 17 **this is what we need to do to exercise reasonable care**
 18 **in either initially vetting or thereafter monitoring the**
 19 **safety status of our partner motor carriers"?**
 20 MR. GALE: Objection, vague, ambiguous,
 21 overbroad.
 22 A. I agree, I think it's -- that's kind of a vague
 23 question.
 24 **Q. BY MR. ROBBINS: Well, let me try it again,**
 25 **then. I'm just trying to find out whether you would be**

Page 70

1 the person at the Corporate Traffic group that would
 2 have been informed of what industry groups recommend
 3 that their members do in order to exercise -- in order
 4 to demonstrate the exercise of reasonable care in hiring
 5 a motor carrier?
 6 MR. GALE: Same objection and calls for
 7 speculation.
 8 A. I would agree, it's -- it's too vague to
 9 answer. I mean, there's multiple people within
 10 Albertsons that have similar functions, and who contacts
 11 what would be me speculating on what group would ask
 12 who -- who or vice versa. It's -- there's -- we're too
 13 big of a company to assume that everything would
 14 naturally come to me.
 15 Q. BY MR. ROBBINS: Okay. But I thought that you
 16 were here as the representative who was involved in and
 17 would be testifying on behalf of Albertsons concerning
 18 what was done to vet Krujex, and you identified yourself
 19 as being ultimately responsible, but also Ashley Lawliss
 20 and/or Britt Simlerness; correct?
 21 A. Correct.
 22 Q. All right. So that's what I'm asking. I mean,
 23 if these are the people who are doing the vetting, is
 24 the information -- would you expect that that
 25 information, that is what industry groups do to vet

Page 72

1 A. No. And, again, these -- these items fall
 2 under the scope of the DOT, and we just follow -- we
 3 require the carriers to follow the law, and we don't
 4 monitor them directly on -- to make sure that they are.
 5 Q. Next question. During that same period of
 6 time, did you/Albertsons ever -- did you ever ask that
 7 Krujex produce documentation reflecting their operating
 8 procedures?
 9 A. No.
 10 Q. Okay. Same period of time, did you ever ask
 11 that Krujex produce documentation pertaining to vehicle
 12 inspection or maintenance?
 13 A. No.
 14 Q. You're familiar with BASICs from the FMA, as
 15 you use the term, FMSCA (sic)?
 16 A. Uh-huh.
 17 Q. Is that a "yes"?
 18 A. Yes.
 19 Q. And BASIC stands for Behavior Analysis and
 20 Safety Improvement Categories?
 21 A. Yes.
 22 Q. Did you ever ask for any documents, "you" being
 23 you personally or Albertsons, ever ask for any documents
 24 from Krujex from 2017 through June 18, 2018, to reflect
 25 its compliance with the BASIC categories?

Page 71

1 third-party motor carriers, would be provided to you in
 2 order for you to decide whether or not to utilize?
 3 A. I can answer that it -- I would prefer it
 4 happen that way, but, again, it doesn't -- again, being
 5 a big company, the information doesn't always flow that
 6 way.
 7 Q. Okay. Ideally, it should be, but you just --
 8 A. Ideal -- ideally, yeah, anything that has to do
 9 with third-party carriers should go through our group.
 10 I can't say that it does or there hasn't been, you know,
 11 other -- other resources contacted from the risk group
 12 or the insurance group. I mean, the information,
 13 unfortunately, doesn't always flow both ways.
 14 Q. Okay. Let me just go through this. Insofar as
 15 the hiring and continuing to retain Krujex was
 16 concerned, at least up until the point that you decided
 17 or Albertsons decided to no longer do business with
 18 Krujex, was there ever a point in time where you asked
 19 Krujex to provide you/Albertsons with the driver
 20 training documents for its drivers?
 21 A. No.
 22 Q. Was there ever a point in time that you
 23 requested that Krujex provide you with documents
 24 reflecting regulatory compliance, particularly with hour
 25 of service of its drivers?

Page 73

1 A. No. And, again, we -- we follow the lead of
 2 the DOT and whatever rating that they -- rating and
 3 metrics that are applied to the carrier, that's what we
 4 go by.
 5 Q. Okay. Do you understand that the effectiveness
 6 of BASICs is -- is that it may be used to identify a
 7 future crash risk of a carrier?
 8 A. Yes. But, again, we follow the lead of the
 9 DOT.
 10 Q. I hear you. I got you.
 11 A. Okay.
 12 Q. I got you.
 13 All right. So getting back to the
 14 declaration of Mr. Melville at Tab 52, let's go to the
 15 exhibits that are attached, and we'll start, which would
 16 be a good starting place, I would imagine, with Exhibit
 17 Number A.
 18 A. Is that Tab 52?
 19 Q. Yes, your Tab 52, and it's page Bates stamp
 20 Number 2938.
 21 A. Okay.
 22 Q. Now, down at the last paragraph of Bates
 23 Number 3332, there is a provision insofar as
 24 representation by the motor carrier that it has a
 25 satisfactory safety rating, and it goes on that "In the

Page 74

1 event that carrier is unrated and/or has not been
 2 assigned a safety rating by the DOT, carrier further
 3 warrants and represents that it has in place safety
 4 management controls adequate to meet or exceed the
 5 safety fitness standards prescribed in 49 CFR Part 385."
 6 As you sit here today, do you know what is
 7 required to comply with the requirements of Part 385?
 8 MR. GALE: What page are you looking at?
 9 MR. ROBBINS: 3332. Excuse me, 20 --
 10 2938.
 11 MR. GALE: Okay.
 12 MR. ROBBINS: 2938.
 13 MR. GALE: Thank you.
 14 MR. ROBBINS: Yeah.
 15 A. Sorry. Can you repeat the question?
 16 Q. BY MR. ROBBINS: Yeah. Do you know what is
 17 required to comply with the requirements of Part 385?
 18 A. Not specifically.
 19 Q. How is it that Albertsons prior to
 20 June 16, 2018, verified that the carrier that it was
 21 retaining did have safety management controls adequate
 22 to meet or exceed Part 385?
 23 A. Again, we -- we don't monitor that directly
 24 with the carrier. We would rely on the DOT and their
 25 information and their feedback, and we go off of that.

Page 76

1 that they have these things in place and they agree that
 2 they do.
 3 Q. But what if they don't have it?
 4 A. They're agreeing that they do.
 5 Q. But what if they don't?
 6 A. I don't have -- I mean, I don't have a good
 7 answer for that.
 8 Q. Well, that's what happened in this case, right,
 9 Krujex didn't have safety management controls in place;
 10 correct?
 11 MR. GALE: Objection, misstates testimony,
 12 lacks foundation.
 13 Q. BY MR. ROBBINS: Did Krujex ever have safety
 14 management controls in place during the time of their
 15 relationship with Albertsons prior to the accident of
 16 June 16, 2018?
 17 A. I would be guessing.
 18 Q. Do you have any reason to believe that they did
 19 other than the representation here?
 20 A. Again, I would be guessing.
 21 Q. Well, you wouldn't because after the accident,
 22 you did have a chance to take a look at the NTSB reports
 23 and the FMSCA (sic) compliance reviews; true?
 24 A. Correct.
 25 Q. Both of them found that they had no safety

Page 75

1 Q. Okay. Well, but the DOT is the one that gave
 2 the no rating, in other words, had not yet inspected,
 3 for whatever reason, this carrier; correct?
 4 A. Correct.
 5 Q. Now, what I'm getting at is do you -- does
 6 Albertsons do anything to verify that the carrier does,
 7 in fact, have safety management controls adequate to
 8 meet or exceed the safety fitness standards prescribed
 9 in Part 385?
 10 A. Albertsons does not directly go and verify and
 11 review driver records, hours of service or any of those
 12 items, no.
 13 Q. Well, 385 calls for adequacy of safety
 14 management controls and that you would be looking at
 15 carrier handbooks; correct?
 16 A. Are you talking about our carrier handbook?
 17 Q. No. I mean, I'm looking through 385 and the
 18 various aspects of 385, and I understand that you don't
 19 know as you sit here today what is taking to -- to
 20 comply with 385, but one of them is to assure that there
 21 is adequacy of safety management controls. And by
 22 safety management controls, what would you expect the
 23 carrier have in place in order to comply with that
 24 section?
 25 A. I expect the carrier to warrant and represent

Page 77

1 management controls in place; agreed?
 2 MR. GALE: Objection, misstates testimony,
 3 lacks foundation.
 4 Q. BY MR. ROBBINS: Agreed?
 5 MR. GALE: Document speaks for itself.
 6 A. No, I don't agree with that.
 7 Q. BY MR. ROBBINS: What don't you agree with that
 8 statement?
 9 A. Well -- repeat the question, please.
 10 MR. ROBBINS: Would the court reporter
 11 please read it back.
 12 (Question read.)
 13 MR. GALE: Same objections.
 14 A. One more time, please.
 15 (Record read.)
 16 A. Yeah, I -- I don't know what they had or what
 17 they didn't have in place. That's what I'm disagreeing
 18 against.
 19 Q. BY MR. ROBBINS: And --
 20 A. "No" and "any" is very definitive. They may
 21 have had something where we don't know, we didn't have
 22 visibility to that. I would agree that after the fact,
 23 that they would get to the conditional rating that DOT
 24 had deemed them not safe, but anything prior to that,
 25 I -- I would be speculating.

Page 82

1 **in fact, compliant with Part 385 at any time before**
 2 **June 16, 2018?**
 3 MR. GALE: Objection, vague, ambiguous,
 4 overbroad.
 5 A. I'll answer on -- in the terms of the contract
 6 where we require them to maintain what -- what should
 7 equate to satisfactory DOT standards as part of the
 8 contract.
 9 **Q. BY MR. ROBBINS: Well, but I'm going to ask you**
 10 **again because my question was a little bit different.**
 11 **My question related to what Krujex -- what Albertsons**
 12 **did to confirm that Krujex did have in place safety**
 13 **management controls adequate to comply with Part 385**
 14 **prior to June 16 of 2018?**
 15 MR. GALE: Objection, asked and answered.
 16 **Q. BY MR. ROBBINS: Did they -- did Albertsons do**
 17 **anything?**
 18 MR. GALE: Objection, asked and answered.
 19 A. I'm going to defer.
 20 **Q. BY MR. ROBBINS: Defer to what?**
 21 A. To Eric.
 22 **Q. Well, he hasn't told you not to answer.**
 23 A. Well, but I --
 24 **Q. You can defer to him, but I'd like an answer to**
 25 **my question.**

Page 84

1 role of the DOT to determine if carriers are safe and
 2 abiding by the law.
 3 **Q. BY MR. ROBBINS: Okay. Is it your position**
 4 **that Albertsons has no responsibility to confirm the**
 5 **fact or the allegation that safety management controls**
 6 **are in place with its partner carriers?**
 7 MR. GALE: Objection, vague, ambiguous and
 8 overbroad, argumentative.
 9 MR. ROBBINS: You can respond.
 10 A. I would -- I would state that Albertsons has a
 11 responsibility to require and ensure that our carriers
 12 are maintaining those standards, yes, based on -- sorry,
 13 let me --
 14 MR. ROBBINS: Okay.
 15 A. That they are following the DOT -- requiring
 16 them to follow the DOT standards. At the point that
 17 something changes based on those standards, we have --
 18 we have the requirement and responsibility to follow up,
 19 so at the point of the DOT making an assessment that
 20 something has changed where they're no longer safe, we
 21 are responsible to follow up, as we did.
 22 **Q. BY MR. ROBBINS: Okay. But here, you have a**
 23 **carrier -- and the only reason we're talking about 385**
 24 **is because you're dealing with a carrier who is unrated,**
 25 **so the DOT has not made any determination. So under**

Page 83

1 A. I already -- I already answered that
 2 question in my --
 3 **Q. Is the answer to my question, which was did**
 4 **Albertsons do anything to confirm, the answer to that**
 5 **question is, no, they didn't?**
 6 MR. GALE: Objection, misstates testimony.
 7 A. Like I said --
 8 **Q. BY MR. ROBBINS: Other than relying upon the**
 9 **representation made in this agreement that Krujex would**
 10 **comply with 385, did Albertsons ever prior to**
 11 **June 16, 2018, do anything to verify that, in fact,**
 12 **Krujex was compliant with Part 385?**
 13 A. We require the carriers to apply -- or comply
 14 to DOT standards. We do not measure them to those
 15 standards. That's the role of the DOT.
 16 **Q. Okay. I'd like a direct and simple answer to**
 17 **my question, and it's a "yes" or "no." And that**
 18 **question is did prior to June 16, 2018, Albertsons ever**
 19 **do anything to verify the statement made by Krujex in**
 20 **the master motor carrier transportation agreement that**
 21 **it had safety management controls adequate to meet or**
 22 **exceed Part 385?**
 23 MR. GALE: Objection, asked and answered.
 24 You can go ahead.
 25 A. I mean, I'll say no. It's because it's the

Page 85

1 **those circumstances, do you not believe -- does**
 2 **Albertsons not believe that it has an independent**
 3 **responsibility to vet and verify that their partner**
 4 **carriers have safety management controls adequate to**
 5 **meet or exceed Part 385?**
 6 MR. GALE: Objection, misstates testimony,
 7 lacks foundation.
 8 MR. ROBBINS: You can respond.
 9 A. I believe that Albertsons has a responsibility
 10 to abide by the law, and we don't -- again, we don't
 11 make the law, the DOT does. If the DOT is -- is
 12 essentially allowing them as an unrated carrier to do
 13 business, we follow suit and we follow their lead.
 14 So you're asking me if I disagree with the
 15 law, it's irrelevant because it's the law, it's the
 16 policy. So the -- we follow the policy of whatever the
 17 federal government sets into place, and that's what we
 18 did.
 19 **Q. BY MR. ROBBINS: Yeah, my -- and my question is**
 20 **actually more direct than that. Under circumstances**
 21 **where the DOT has not yet evaluated a carrier, is it**
 22 **your testimony that Albertsons does not do anything to**
 23 **independently confirm that a carrier that it designated**
 24 **as a partner carrier has safety management controls in**
 25 **place that are adequate to meet or exceed Part 385?**

Page 98

1 **Q. And if it went out of compliance, the shipper**
 2 **has the -- the right to not accept the shipment?**
 3 A. Correct. So, yeah, if produce comes in hot,
 4 for example, we can reject the -- reject the load. And
 5 it could be a carrier claim, it could be a vendor claim.
 6 **Q. By "a carrier claim" -- well, are there not**
 7 **provisions whereby if the temperature requirements are**
 8 **not complied with, there could be a requirement that**
 9 **there be no salvage on the rejection?**
 10 A. It depends on the product type. So we -- we
 11 reserve the right if it's -- if it's private label,
 12 meaning that it's -- you know, it's our -- it's
 13 proprietary labels for Albertsons, that there's no
 14 salvage rights on.
 15 **Q. Uh-huh.**
 16 A. So in that case, yes.
 17 **Q. In other words, the carrier wouldn't be allowed**
 18 **to make a claim or to otherwise sell to make up the**
 19 **difference of what it's responsible to in the carrier --**
 20 **by -- to the shipper in the first place?**
 21 A. Generally -- generally speaking. It depends on
 22 whatever the disposition is that we provide to them. So
 23 if it's -- in this case, if it were a private label
 24 item, the disposition would be for them to dump it --
 25 **Q. Okay.**

Page 99

1 A. -- not to salvage. If it's a situation where
 2 it's not private label and they have -- and the carrier
 3 has the ability to maybe salvage some of it, generally
 4 speaking, we -- we provide them that option where they
 5 can...
 6 **Q. And is that condition on acceptance or**
 7 **rejection of product, is that one method by which**
 8 **Albertsons seeks to preserve its -- its market standing**
 9 **of providing quality product?**
 10 A. You mean, like, from a brand integrity
 11 standpoint?
 12 **Q. Yes, sir.**
 13 A. Yeah, I would agree with that.
 14 **Q. Okay. Now, there's another provision in the**
 15 **Services paragraph about halfway through, this is,**
 16 **again, on page 2938, it says, "Carrier further agrees to**
 17 **handle and transport the goods hereunder safely."**
 18 **And by that, does Albertsons mean that**
 19 **they expect the actual transportation on the highways of**
 20 **the goods to be safe and not hazardous to motorists?**
 21 A. I think it encompasses all of it from an
 22 ambiguous standpoint where, yes --
 23 **Q. Okay.**
 24 A. -- driving safely, making sure that the driver
 25 isn't driving erratically and dumping product. It's --

Page 100

1 I think it encompasses the -- the general meaning of
 2 safe, yes.
 3 **Q. And is that another method by which Albertsons**
 4 **seeks to maintain its -- its market presence as a safe**
 5 **and reliable purveyor of products and goods?**
 6 A. I don't -- I mean, I think that's probably a
 7 by-product of it. I think it's just call it good
 8 stewardship to make sure that you have carriers that
 9 agree to abide by the laws and -- and follow the law. I
 10 mean, every carrier, every motorist on -- on -- on the
 11 road has to follow the same set of -- same set of rules,
 12 right.
 13 Maybe it's different from a -- from, you
 14 know, someone that's got a CDL. It's a little
 15 different, obviously, but everyone abides by the same
 16 rule books, depending on what -- whatever position they
 17 have on the road, whether you're an individual motorist
 18 or -- or a professional truck driver. So, yeah, it's --
 19 I think what -- yeah, it's a by-product of that, but
 20 that's not the -- the overall intent.
 21 **Q. All right. Let me ask you to take a look at**
 22 **page 2939 under Personnel. The third line down, it**
 23 **says, "Carrier shall strictly comply with all applicable**
 24 **laws and shall be solely responsible for all costs**
 25 **relating to employees the carrier provides services to**

Page 101

1 **shipper hereunder."**
 2 **Does -- does that encompass the DOT**
 3 **regulations concerning the personnel, because that**
 4 **paragraph deals with the personnel of the carrier?**
 5 MR. GALE: Objection, vague, ambiguous,
 6 overbroad.
 7 A. Yeah, can you repeat the question?
 8 **Q. BY MR. ROBBINS: Yeah. I'm wondering whether**
 9 **that provision of paragraph 2 under Personnel is meant**
 10 **to encompass that the carrier will comply with the DOT**
 11 **regulations insofar as the personnel that it is**
 12 **providing is concerned?**
 13 A. Well, again, I think it's -- it means that the
 14 carrier, regardless if it's the drivers, you know, they
 15 follow the applicable laws or if it's the -- I mean, for
 16 a lesser extent, if it's the office personnel, our
 17 requirement is that every employee for a carrier follows
 18 the laws that -- that apply to them.
 19 **Q. Yeah.**
 20 A. And, again, it's -- I mean, we put it in there,
 21 but it's still required, regardless if we put it in
 22 there or not.
 23 **Q. Paragraph Number 3 deals with the rates and**
 24 **charges, and it's basically just where Albertsons sets**
 25 **forth what -- generally speaking, what the rates are**

Page 102

1 that it will be paying for the loads that will be
 2 transported?
 3 A. The agreed-upon rates, yes.
 4 Q. Yes.
 5 Accessorial charges, what -- what does
 6 that relate to?
 7 (Discussion off the record.)
 8 A. Accessorials have to do with, like, unloading
 9 charges, for instance, so paying -- paying lumpers to
 10 unload at our distribution center.
 11 Q. BY MR. ROBBINS: All right. So either the
 12 lumpers are unloading it or the drivers are unloading it
 13 or what --
 14 A. We don't -- we don't allow driver unload. It's
 15 just strictly the lumpers.
 16 Q. Now, under -- down at the bottom of page 2939,
 17 there's a reference to food products.
 18 A. Uh-huh.
 19 Q. And about third line down, it says -- talks
 20 about, "Carrier acknowledges the transportation of foods
 21 and food-related products requires a high degree of care
 22 in order to prevent adulteration -- possible
 23 adulteration, contamination and degradation of product
 24 quality, each of which could have a detrimental effect
 25 on carrier -- on shipper's reputation in the marketplace

Page 104

1 Q. Yeah.
 2 A. -- as the exposed -- what is it, they represent
 3 shipper's reputation piece from -- from 4?
 4 Q. Yeah.
 5 A. I mean, why -- are you asking why it wasn't
 6 included in 1?
 7 Q. No. What I'm asking is wouldn't it also be
 8 included -- true with respect to the representations in
 9 1 that the -- that Albertsons would expect that their
 10 partner carriers would have adequate safety management
 11 controls in place so that Albertsons' reputation is not
 12 diminished by an accident because of what is done or not
 13 done by an incompetent carrier?
 14 A. I suppose that could be a by-product of it.
 15 And, again, we're -- it's our primary goal when it is --
 16 when it comes to safety with carriers is making sure
 17 that they agree to and we -- and they follow the DOT
 18 guidelines, and we lean on the DOT to make sure that
 19 they're reporting what -- if carriers are meeting
 20 expectations or not. I mean, that's -- that's really
 21 what it boils down to when it comes to carrier safety.
 22 Q. Understood.
 23 Let me ask you to take a look at page 2940
 24 up at the top. And there, Albertsons is stating that
 25 the carrier would maintain compliance with laws and

Page 103

1 and expose shipper to potential product liability."
 2 Now, there, you're just talking about the
 3 safe handling of foods, that is so that they don't
 4 deteriorate, become dangerous; correct?
 5 A. Yeah, this Section 4 is around food safety,
 6 correct.
 7 Q. Right. But Section 4 does talk about the
 8 shipper's reputation in the marketplace, and insofar as
 9 the representations that the shipper -- the carrier is
 10 making here that we spoke about at -- on page 2938 where
 11 it makes representations that it has in place safety
 12 management controls adequate to meet or exceed the
 13 safety fitness standards prescribed in Part 385, do you
 14 believe that the carrier's compliance with that portion
 15 of paragraph 1 on 2938 is important to maintain
 16 Albertsons' reputation in the marketplace?
 17 MR. GALE: Objection, vague, ambiguous,
 18 overbroad.
 19 A. You're asking for my personal opinion?
 20 Q. BY MR. ROBBINS: Your opinion as a
 21 representative of Albertsons, yes.
 22 A. Well, I don't think I -- I'll say I'm not
 23 qualified to speak to that because we're not the ones
 24 that -- I didn't write the contract on this, so I -- the
 25 shippers -- I get what you're asking as far --

Page 105

1 regulations, including, but not limited to, shipper's
 2 applicable transportation, operation and distribution
 3 center policies, as to which carrier has been advised
 4 shipper's policies, and my question is what did
 5 Albertsons do to confirm that Krujex was maintaining
 6 compliance with those regulations and policies?
 7 A. When it comes to making sure that they have
 8 adequate refrigeration for -- for food safety?
 9 Q. Basically, it goes beyond refrigeration. Just
 10 food safety regulations as set forth in the sanitary
 11 transportation of human and animal food.
 12 MR. GALE: Objection, document speaks for
 13 itself and misstates testimony.
 14 Q. BY MR. ROBBINS: My question is what did
 15 Albertsons do to confirm that Krujex was remaining
 16 compliant with its -- with those obligations?
 17 A. There isn't anything we can do to look at -- to
 18 make sure that carriers have adequate -- you know, if
 19 their reefer units, for example, are -- are functioning,
 20 I mean, there isn't any feasible way of doing that, so
 21 we require the carriers to meet these expectations and
 22 requirements based on -- you know, based what's in the
 23 contract.
 24 Q. All right. Albertsons does not inspect the
 25 equipment utilized by the carriers?

Page 118

1 MR. GALE: I'm sorry, can you read that
 2 back for me?
 3 (Question read.)
 4 **Q. BY MR. ROBBINS: Can you respond?**
 5 MR. GALE: Objection, vague, ambiguous and
 6 overbroad.
 7 A. I'm not sure I understand the question.
 8 **Q. BY MR. ROBBINS: Well, is it -- is it**
 9 **acceptable to Albertsons if it issues a load to a**
 10 **partner carrier if that partner carrier is not complying**
 11 **with Federal Motor Safety Standards?**
 12 MR. GALE: Same objection.
 13 A. I mean, you're asking me in hindsight, if it's
 14 acceptable.
 15 MR. ROBBINS: Sure.
 16 A. I mean, I -- I can't answer that, not
 17 realistically because it's -- again, we follow the
 18 regulations of the DOT. If the carrier is agreeing to
 19 abide by those, we follow the lead of the DOT. So from
 20 that standpoint, we -- yeah, I mean, I don't know if
 21 acceptable is the right word, but, I mean, it's --
 22 **Q. BY MR. ROBBINS: In other words, if you knew**
 23 **now what you know about Krujex's operations at the time**
 24 **that the load involved in this accident was assigned to**
 25 **Krujex, would you have authorized the assignment of that**

Page 120

1 **that's the whole idea of a hypothetical.**
 2 A. You're asking me would --
 3 **Q. A hypothetical assumes --**
 4 A. -- I go back and kill Hitler. I mean, it's --
 5 if I had the opportunity to do that, if I would go back
 6 and --
 7 **Q. Would you?**
 8 A. -- change the past, I mean --
 9 MR. GALE: Objection, irrelevant.
 10 **Q. BY MR. ROBBINS: What I'm telling you is, no,**
 11 **to assume as fact that you knew at the time that this**
 12 **load was issued to Krujex that Krujex was not compliant**
 13 **with its responsibilities under the Federal Motor Act,**
 14 **would you have approved issuing this load to Krujex?**
 15 A. If I had a time machine, I would tell myself
 16 not to do that.
 17 **Q. Okay. And if you had a time machine, would you**
 18 **have terminated the relationship with Krujex prior to**
 19 **this load?**
 20 A. With the time machine?
 21 **Q. Yeah.**
 22 A. I wasn't expecting time machine questions.
 23 **Q. You're going to get it in front of a jury, too.**
 24 MR. GALE: Objection.
 25 **Q. BY MR. ROBBINS: So it may be funny, but I'm**

Page 119

1 **load to Krujex?**
 2 MR. GALE: Objection, lacks foundation,
 3 calls for speculation.
 4 A. I agree, I think that's highly speculative.
 5 **Q. BY MR. ROBBINS: I'm asking you to assume as a**
 6 **hypothetical that you had information that you currently**
 7 **have about the failure of Krujex to comply with Federal**
 8 **Motor Vehicle Standards, if you had that information**
 9 **prior to June 16 of 2018, would you have authorized the**
 10 **assignment of that particular load to Krujex?**
 11 MR. GALE: Objection, incomplete
 12 hypothetical, lacks foundation.
 13 MR. ROBBINS: You can respond.
 14 A. Again, I don't want to speculate on --
 15 **Q. BY MR. ROBBINS: Well, I'm asking you to accept**
 16 **as true that you had the information that Krujex was not**
 17 **complying with Federal Motor Vehicle Safety**
 18 **requirements.**
 19 A. You're asking me if I had a time machine, if I
 20 would go back and tell my past self to pull -- pull the
 21 plug on Krujex?
 22 **Q. Yeah.**
 23 A. I don't think I can base an answer to that
 24 because it's not based on reality.
 25 **Q. Well, let me just ask you. If you did --**

Page 121

1 **asking you to assume facts here, and what would your**
 2 **response have been if those assumed facts you had at the**
 3 **time prior -- at some time prior to June 16, 2018?**
 4 A. I don't find it funny, I just find it unusual.
 5 **Q. It's not. Would you have terminated the**
 6 **relationship between Albertsons and Krujex if you had**
 7 **known what you know now about Krujex's failure to comply**
 8 **with Federal Motor Safety Standards?**
 9 MR. GALE: Lacks foundation, vague,
 10 ambiguous and overbroad.
 11 MR. ROBBINS: You can respond.
 12 A. Maintain the answer I had before. I think it's
 13 out of scope and not based on reality. If we're talking
 14 having time machines and making decisions around that --
 15 **Q. BY MR. ROBBINS: Yeah.**
 16 A. -- then yeah. If you have different
 17 information and you can correct something, I guess,
 18 sure.
 19 **Q. Yeah.**
 20 **Okay. Let's look, then, at --**
 21 MR. MORTIMER: Clay --
 22 MR. ROBBINS: Yeah.
 23 MR. MORTIMER: -- before you go to your
 24 next subject, can we take a five-minute break?
 25 MR. ROBBINS: Yeah. We might as well take

Page 134

1 A. -- prepping for this.

2 **Q. Okay. The next document in the Melville**

3 **declaration, exhibit to Melville declaration, is Exhibit**

4 **Number B, and that's at 2952. And that's a SMS Safety**

5 **Measurement System Report dated -- it looks like June 6**

6 **of 2019. Would that be your --**

7 A. I see 4-26-19.

8 **Q. On Exhibit B of -- to Tab 52.**

9 A. You're looking right here?

10 **Q. Yeah, I'm looking here up at the top.**

11 A. Oh, I see. That's when -- I think that's

12 probably when it was printed.

13 **Q. That's my point.**

14 A. Oh, okay.

15 **Q. That's my point, is that this -- this was**

16 **printed and found its way into Albertsons' files on or**

17 **about June 30 of 2000 -- is that 2019?**

18 A. I believe so.

19 **Q. Okay. What was the purpose for this having**

20 **been pulled on June 3rd, 2019?**

21 A. I believe we had a request to pull as much of

22 this type of safety data as possible that showed

23 historically when they went to conditional status.

24 **Q. Okay. So -- but it goes without saying that**

25 **this document, Exhibit B, was not in Albertsons' files**

Page 136

1 **the SMS database was accessed, would whatever was found**

2 **be printed and then put into or moved over to an**

3 **electronic file for Krujex?**

4 A. Not as -- not as a standard operating procedure

5 just because it's a digital resource and you can access

6 it whenever you want. So printing something for -- I

7 guess for our -- our needs generally doesn't make a lot

8 of sense, and it's definitely --

9 **Q. Okay.**

10 A. -- not green friendly.

11 **Q. So how do we know when, if at all, the Krujex**

12 **SMS system data was accessed prior to June 16 of 2018?**

13 **And by "accessed," I mean accessed by or on behalf of**

14 **Albertsons.**

15 A. Again, I think we -- to confirm what I'm

16 saying, I mean, other than my sworn testimony that we

17 did it, it would have to be through SMS showing when we

18 accessed, and, again, I'm speculating that that's even

19 something that they can do.

20 **Q. Okay. Well, and I understand it's your sworn**

21 **testimony, but you are not the individual who would have**

22 **been accessing the SMS data for Krujex; correct?**

23 A. Correct, but I did get the review -- I review

24 every time we have any kind of change or -- I don't

25 leave it up to my team to make decisions on it. They

Page 135

1 **as of the date of the accident, June 16, 2018?**

2 A. The files themselves, no. Keep in mind, like I

3 said, any time that we get -- we get notifications

4 from -- from the DOT or through the CarrierWatch program

5 at that time, this type of information, I believe this

6 SMS, if you do a deeper dive through the SAFER system,

7 that this is the page that comes up. It just shows you

8 the data when you -- whenever you pull it up.

9 **Q. Right. That's the Safety Measurement System.**

10 **The fact is it was -- it post-dated the date of the**

11 **accident?**

12 A. Correct.

13 **Q. Okay.**

14 A. It doesn't indicate that's the first time we

15 looked at it, though. I want to make that clear.

16 **Q. Well, and where would there be any document to**

17 **reflect what date or dates, if at all, you checked the**

18 **SMS system for Krujex prior to June 18 of 2000 --**

19 A. There might be --

20 **Q. -- June 16, 2018?**

21 A. There might be something on the SMS side that

22 shows when we accessed the file, maybe. I don't know.

23 **Q. Well, I --**

24 A. That's speculative.

25 **Q. -- I just -- I guess what I'm getting at is if**

Page 137

1 compile the information and bring it to me for review.

2 **Q. Sure. But that review would only be made if**

3 **there was an indication of change?**

4 A. Correct.

5 **Q. And that indication of change would be safety**

6 **rating?**

7 A. Yeah, generally, yes.

8 **Q. Anything else that would prompt a contact to**

9 **you for change?**

10 A. If there's something -- if they had out of

11 service surge or -- or, yeah, I guess the safety rating,

12 yes.

13 **Q. What is an out of service surge insofar as**

14 **you're concerned?**

15 A. Meaning that they would be above the national

16 average, we would have been flagged.

17 **Q. How far above the national average?**

18 A. Anything.

19 **Q. Anything above the national average would flag**

20 **it?**

21 A. That's the way we had it set up.

22 **Q. Once they flag it as being one of the out of**

23 **service items being above the national average, what was**

24 **the custom and practice at Albertsons prior to June 16**

25 **of 2018 as to what the response would be?**

Page 138

1 A. Like I stated before, we follow up with the
 2 carriers to get a corrective action plan and have
 3 conversations on basically what's different, what
 4 happened.
 5 **Q. Okay. Any time there's an above the national
 6 average OOS?**
 7 A. Right. Once we get the alert, yes.
 8 **Q. Fair enough. Fair enough.**
 9 **All right. Well, I guess insofar as
 10 information available to Albertsons as of June 16, 2018,
 11 is concerned, Exhibit B would only provide information
 12 to the extent that it captures, in addition, whatever
 13 information existed as of that date?**
 14 A. I'm sorry, can you say that again?
 15 **Q. Yeah. I just -- I'm trying to understand why
 16 this 6-3-2019 SMS document was -- well, why this
 17 4-26-2019 SMS document was copied on 6-3-2019?**
 18 A. Sure. So as I mentioned earlier, we were asked
 19 to provide information by -- I don't remember which
 20 party it was, if it was Everly or somebody else, I don't
 21 remember. We -- we went through various info gathering
 22 sessions internally to -- as in regards to this
 23 incident.
 24 But in this particular case, the question
 25 was posed do we have anything that shows when we were

Page 139

1 alerted to the incident, and, again, we don't have the
 2 previous records or the, you know, emails or whatever
 3 that we got from -- from the system, so we went into the
 4 system itself to confirm the date on when we -- when we
 5 were alerted, knowing that we get notifications via the
 6 system.
 7 **Q. Okay. What Mr. Melville states in his
 8 declaration -- and I think you told us that he contacted
 9 you to confirm information that he was given; correct?**
 10 A. Uh-huh.
 11 **Q. It says, "Attached hereto as Exhibit B is a
 12 true and correct copy of a Safety Measurement System
 13 Report dated June 3, 2019, setting forth a detailed
 14 crash report as of April 26, 2019, for Krujex Freight
 15 Transport Co. evidencing the crash that occurred
 16 involved in this litigation on June 16, 2018, and
 17 evidencing that no hazardous materials were being
 18 shipped."**
 19 **That was the whole purpose of attaching
 20 this?**
 21 A. Okay.
 22 **Q. No, I'm asking you. Is that your understanding
 23 of why this Exhibit B was attached to the declaration?**
 24 A. This particular, I -- I don't recall the
 25 specifics other than somebody asked for it when we were

Page 140

1 info gathering. So my previous director, Tim Wells, it
 2 was at least two different instances where -- where
 3 somebody was asking him. I don't know if it was
 4 internally or what, but we went through info gathering,
 5 and I believe this was the second session, which would
 6 have been, you know, 2000 -- April 2019 where we pulled
 7 this information.
 8 **Q. Okay. So this indicates a crash with four
 9 fatality -- fatalities and two injuries?**
 10 MR. GALE: Objection, document speaks for
 11 itself.
 12 MR. ROBBINS: Yeah, I'm just trying to
 13 understand what the document says since the documents
 14 don't really talk without somebody else explaining them.
 15 A. Right, yeah, it says four fatalities, two
 16 injuries. It has the date and time of the crash. So
 17 the information if you logged in right now, it would be
 18 the same information that's -- that's been there since
 19 presumably -- what would that have been, August of 2018
 20 when they went into conditional?
 21 **Q. BY MR. ROBBINS: Thereabouts.
 22 So then down under Vehicle Information, it
 23 gives the identification hazardous materials and vehicle
 24 type, and the next page, is there anything significant?
 25 It gives the plate number, issued in Oregon, release of**

Page 141

1 **cargo, no, cargo type, and gross vehicle weight range,
 2 it indicates more than 26,000 pounds. Is that -- by
 3 gross vehicle weight, is that laden or unladen?**
 4 A. It would be just the load itself.
 5 **Q. Oh, just the load. Okay. Well, would it,
 6 because it says gross vehicle weight range?**
 7 A. I would presume it's just -- well --
 8 **Q. Okay.**
 9 A. I mean, I --
 10 **Q. I don't want you --**
 11 A. Well, it's not relevant to -- I don't think
 12 it's relevant --
 13 **Q. Okay.**
 14 A. -- to the safety piece of it anyway.
 15 **Q. All right. Next, let's go to Exhibit C, which
 16 is Bates stamp 2954. This is a SMS measurement system
 17 report for Krujex, and this apparently was copied
 18 April 18, 2019; correct?**
 19 A. Yes.
 20 **Q. All right. Again, after the accident happened;
 21 true?**
 22 A. Correct.
 23 **Q. All right. There, it shows a conditional
 24 rating at least as of the time that this SMS report
 25 was -- was issued, which is 4-17-2019?**

Page 142

1 A. Right, yeah. And there, it says the date that
 2 they went conditional, 8-21-2018.
 3 (Discussion off the record.)
 4 **Q. BY MR. ROBBINS: Now, had Krujex already been**
 5 **basically let go as a carrier for Albertsons as of this**
 6 **April 18, 2019, date?**
 7 A. Yes.
 8 **Q. All right. So there, you see out of service**
 9 **rates. Vehicle was apparently below national average,**
 10 **at least as of that date; correct?**
 11 A. As of that date, correct.
 12 **Q. Driver was a tad above national average, at**
 13 **least at that date; correct?**
 14 A. Driver was --
 15 **Q. 8.3, national average --**
 16 A. Yes.
 17 **Q. -- 5.5?**
 18 A. Yes.
 19 **Q. So if they had still been an approved carrier**
 20 **for Albertsons, this 8.3 out of service rating for**
 21 **driver out of service would have prompted a contact by**
 22 **Albertsons to Krujex under the standard practice and**
 23 **procedure that Albertsons followed?**
 24 A. Correct, we would have gotten an alert to
 25 prompt us to have a conversation, yes.

Page 144

1 **Q. Okay. All right. Then going on to page 2955,**
 2 **again, it gives violation history. It gives the types**
 3 **of violations, the number of violations being 12. Is**
 4 **this something -- if Krujex had still been an approved**
 5 **carrier as of the date that this SMS report was pulled,**
 6 **is this violation summary something that would have**
 7 **prompted an inquiry by Albertsons to Krujex?**
 8 A. It -- again, it depends on how -- how much it
 9 affected the DOT formula and how the DOT rated them.
 10 **Q. All right. For example, Number 1 is driving**
 11 **beyond eight-hour limit since the end of the last**
 12 **off-duty or sleeper period of at least 30 minutes. It's**
 13 **an hour of service violation; right?**
 14 A. Correct.
 15 **Q. And next, below that is ELD, no record of duty**
 16 **status, ELD required. Would those be considered serious**
 17 **violation by Albertsons?**
 18 A. The violation weight, we don't look at it
 19 necessarily as a weighted issue. Again, we follow our
 20 lead from the DOT and how they weight --
 21 **Q. Uh-huh.**
 22 A. -- the issues and goes into their formula. We
 23 look at the results and the findings of the DOT and how
 24 they rate something, not -- not the details that go into
 25 it, because, again, a smaller carrier is more affected

Page 143

1 **Q. All right. And would that have been sent by --**
 2 **in writing or how would it have been communicated, or**
 3 **email?**
 4 A. We get an alert via email from -- well, then it
 5 was CarrierWatch, on something changed in the profile,
 6 and generally gives you description of what changed.
 7 **Q. Okay. All right. And then down below, it**
 8 **gives indications of driver inspections, HOS compliance**
 9 **violations, two, safety event group. What does -- do**
 10 **you know what safety event group indicates?**
 11 A. I -- I don't.
 12 **Q. Okay.**
 13 A. It looks like it says 11 to 20 relevant driver
 14 inspections.
 15 **Q. Right.**
 16 A. The number must have come close to the group.
 17 **Q. So with the HOS compliance violations being**
 18 **two, would that have prompted any inquiry by Albertsons**
 19 **of a partner carrier?**
 20 A. It depends on how it affected their safety
 21 rating, and, again, whatever goes into the -- the --
 22 call it the formula the DOT uses to determine safety
 23 ratings is dependent on that. So a smaller carrier
 24 would be more affected by a single incident than a much
 25 larger carrier.

Page 145

1 than a large carrier, where a large carrier, you know
 2 who they are driving on the road, you know, have -- they
 3 have violations on a daily basis, and it just --
 4 **Q. Uh-huh.**
 5 A. -- it doesn't move the needle as much because
 6 they're a larger carrier from a percentage and safety
 7 standpoint.
 8 **Q. Well, here in the violations of weight, do you**
 9 **understand what those numbers under that column reflect?**
 10 A. From -- yeah, from a general sense, yeah, how
 11 it affects the algorithm, how they're getting measured
 12 from a safety standpoint, again, under the DOT
 13 algorithm.
 14 **Q. Okay. Would those be considered by Albertsons**
 15 **to be significant severity violations?**
 16 A. It depends on how --
 17 MR. GALE: Objection, asked and answered.
 18 A. Yeah, it depends on how the DOT rates them.
 19 **Q. BY MR. ROBBINS: All right. Underneath that is**
 20 **an inspection history. Is there anything in that**
 21 **history that goes on to 2956 that, in the ordinary**
 22 **course of business practices for Albertsons in or prior**
 23 **to June of 2018, would have prompted a call, had you**
 24 **been advised of such violations?**
 25 A. It's same answer as previously. I mean, these

Page 150

1 A. They were, correct.

2 **Q. That would have been a red flag for Albertsons;**

3 **right?**

4 A. It should have been, yes.

5 **Q. And that should have prompted a call to**

6 **Krujex --**

7 A. Yes.

8 **Q. -- to find out what the problem was?**

9 A. Yeah, if we got a prompt, they would have

10 gotten a call, yes.

11 **Q. Would that have prompted, at least from that**

12 **point on, Krujex not being assigned any loads by**

13 **Albertsons until this 16.7 out of service rating for the**

14 **drivers had been explained?**

15 A. Not necessarily. We'd want to understand what

16 was driving the number, the conditions of what -- well,

17 frankly, what was driving the number, I guess.

18 **Q. Would you ask -- ask for documentation to show**

19 **what hour of service or -- or any other driver --**

20 A. It depends on the answer.

21 **Q. Okay. Do you know whether Krujex was contacted**

22 **in or around July 25 of 2018 with respect to this out of**

23 **service for driver 16.7 number?**

24 A. If they were, it wasn't my me.

25 **Q. Would there be any record of them having been**

Page 152

1 **Q. BY MR. ROBBINS: Well, yeah, but there's a**

2 **documentation of an inquiry having been made so that if**

3 **it isn't answered, you can go back to the person and**

4 **say, "You were asked this question, you didn't respond,**

5 **here's the consequence."**

6 A. Sure, but I think it's general knowledge that

7 doing an in-person or -- or a -- I mean, it's the same

8 reason people come to me versus just doing -- or having

9 in-person meetings, is there's better personal

10 interactions and you get a better read on who you're

11 working with and who you're dealing with.

12 **Q. Okay. And if there had been that inquiry from**

13 **Albertsons to Krujex asking for an explanation of the**

14 **16.7 out of service percentage, would you expect that**

15 **there would be some email confirmation in the Albertsons**

16 **email address for either Ashley, Britt or yourself**

17 **documenting the content of that conversation?**

18 A. If -- yeah, if there was a conversation that

19 happened and we asked for the reasons of what it was,

20 generally, we would have gotten a response, putting it

21 in writing, and, again, with an action plan, that would

22 determine what -- what was driving it.

23 **Q. Okay. And the fact that there apparently isn't**

24 **such an email, does that support a conclusion that that**

25 **conversation never took place between Albertsons and**

Page 151

1 **contacted? I think you mentioned before there would be**

2 **an email chain?**

3 A. Typically, something like this would be a phone

4 call.

5 **Q. Why just a phone call?**

6 A. It's easier to get through to people and get to

7 answers quicker --

8 **Q. Well, isn't it important --**

9 A. -- and it doesn't give people the opportunity

10 to think about what they're going to say.

11 **Q. Wouldn't a person be able to think about what**

12 **they're going to say if they'd received an email**

13 **confirming that that inquiry had been made so they**

14 **couldn't deny that they had been asked by Albertsons to**

15 **explain the 16.7 out of service rating?**

16 MR. GALE: Objection, calls for

17 speculation.

18 MR. ROBBINS: You can respond.

19 A. Well, I think it's -- like I said, I think

20 there's something to be said about doing things in

21 person or as close to in person as you can to get a feel

22 for the situation, similar to, I guess, what we're doing

23 now versus just answering things in writing and having

24 me here in person versus on a Zoom call or on a phone

25 call or emails.

Page 153

1 **Krujex?**

2 MR. GALE: Objection, calls for

3 speculation, lacks foundation.

4 **Q. BY MR. ROBBINS: Just asking about the ordinary**

5 **practice and procedure --**

6 A. I think it's speculating, yeah.

7 **Q. Just asking about under the ordinary practice**

8 **and procedure of Albertsons, if there is no such email**

9 **confirmation, does that indicate that that conversation**

10 **never took place?**

11 A. It points --

12 MR. GALE: Same objections.

13 A. It points in that direction. I don't know if

14 it confirms it.

15 **Q. BY MR. ROBBINS: Okay. All right. All right.**

16 **And then on page 2960, there's an indication rating,**

17 **none. There had been no rating. Would that have been a**

18 **red flag to Albertsons for there to be a 16.7 out of**

19 **service percentage with a no rating?**

20 A. A red flag, no. And, again, we -- we go by

21 whatever the DOT rates them as, as being safe or unsafe,

22 so...

23 **Q. All right. But a 16.7 out of service rating**

24 **for drivers is some indication that there is an unsafe**

25 **practice being undertaken at that particular carrier?**

<p style="text-align: right;">Page 158</p> <p>1 just their low number of drivers and equipment, so 2 having one driver out of service out of three would 3 roughly get them to that number, as an example. 4 Q. Yeah, so -- and I get that. 5 A. Right. 6 Q. But still, it indicates a significant out of 7 service percentage for this particular company. 8 A. It does, and, again -- again, if it would -- if 9 it would have pushed them into a conditional rating, it 10 would be a different conversation, but this type of wide 11 swing with a low-volume carrier is -- is explainable 12 from a -- just a statistic standpoint. I'm not saying 13 that it's -- you know, it's -- well -- 14 Q. Well, but the custom and practice of 15 Albertsons, had it been followed in November of 2017, 16 would have been for Albertsons to have contacted Krujex 17 and request an explanation for this out of service 18 rating that exceeds the national average by, what, seven 19 times? 20 A. So, again, I -- it was part of the equation 21 to be -- to get to conditional. The DOT didn't push it 22 to conditional. We likely did have a conversation, as I 23 mentioned, through the standard procedure where it was 24 likely a phone call, and it was -- again, I'm just 25 speculating on this, but it was likely based on their</p>	<p style="text-align: right;">Page 159</p> <p>1 low volume -- their low numbers. So it didn't tip the 2 scales enough from a DOT standpoint to push them into a 3 conditional rating. 4 Q. Okay. Again, as you previously explained it, 5 if there had been such a conversation between Albertsons 6 and Krujex, there would have been some memorialization 7 of that conversation in Albertsons' files? 8 A. Likely. 9 MR. GALE: Objection, misstates the 10 testimony. 11 Q. BY MR. ROBBINS: Likely. 12 A. It's likely. If it was a quick conversation to 13 explain it, then probably not. 14 Q. Would you believe that an out of service rating 15 of seven times the national average would warrant a 16 quick conversation? 17 A. I would say based on the amount of equipment 18 and drivers, it explains it pretty easy, but, again, I'm 19 speculating based on just what's in front of us. And 20 I'll repeat what I said before. If this would have 21 pushed them into a conditional rating, it would have 22 been a different conversation, but the process of this 23 with just this particular metric, I think, is relatively 24 easily explainable based on their small size. 25 Q. But there was no rating, so DOT --</p>
<p style="text-align: right;">Page 160</p> <p>1 A. I know. 2 Q. -- at that point in time had not yet undertaken 3 a compliance review of this carrier; correct? 4 A. Correct. 5 Q. Okay. 6 A. But this could have prompted them to -- based 7 on this, to move them up to be reviewed earlier or 8 anything else. 9 Q. Or it could have prompted them to give them an 10 unsatisfactory rating; agreed? 11 A. It could have, yeah. It absolutely could have. 12 Q. And yet we have no record of -- of Albertsons 13 doing anything to confirm whether as of the date of this 14 report, November 30, 2017, they would have been 15 considered by the DOT to have been satisfactory or 16 unsatisfactory? 17 A. Well, again, that's up to the DOT to determine 18 if they're satisfactory or not. 19 Q. Yeah, I know, but they are a carrier for 20 Albertsons, so is there no responsibility by Albertsons 21 to find out whether their carriers are satisfactory or 22 unsatisfactory? 23 A. We follow the policy -- 24 MR GALE: Objection, argumentive. 25 Go ahead.</p>	<p style="text-align: right;">Page 161</p> <p>1 A. I was going to say we follow the policy that's 2 laid out by the DOT. We don't make the policy for the 3 DOT. 4 Q. BY MR. ROBBINS: Okay. Did -- did Albertsons 5 at that point in time in November 30, 2017, have a 6 custom and practice of trying to help their partner 7 carriers improve their safety status? 8 A. What do you mean exactly? 9 Q. Just exactly that. Was there a custom and 10 practice by Albertsons as of November 30, 2017, to 11 affirmatively attempt to make recommendations to their 12 carriers as how -- as to how they could improve their 13 out of service ratings? 14 A. No. 15 Q. If you -- if Albertsons' representatives had 16 seen an out of service driver rating of 37.5, was there 17 a custom and practice at Albertsons as of 18 November 30, 2017, to monitor that particular carrier 19 more frequently? 20 A. Possibly. 21 Q. Okay. Was there a custom and practice at 22 Albertsons as of November 30, 2017, whereby Albertsons 23 would ask that carrier that had a driver out of service 24 rating of 37.5 to prove that they were compliant with 25 Part 385?</p>

Page 162

1 A. Which one are we looking at?
 2 **Q. I'm -- I'm looking at the SAFER report, and I'm**
 3 **saying that -- I'm asking whether Albertsons as of**
 4 **November 30, 2017, had a custom and practice of**
 5 **requiring a partner carrier who exhibited an out of**
 6 **service percentage for drivers of 37 percent to prove by**
 7 **showing records that their operation, the drivers'**
 8 **operation, the carriers' operation, was compliant with**
 9 **380 -- Part 385?**
 10 A. No, I think we covered that already earlier.
 11 **Q. We did. I'm just confirming that.**
 12 A. Okay.
 13 **Q. Do you know why the Inspection area is circled**
 14 **in -- on page 2961?**
 15 A. I imagine it was to call attention to the out
 16 of service percentage.
 17 **Q. Call the attention of the out of service**
 18 **percentage to whom?**
 19 MR. GALE: Objection, calls for
 20 speculation.
 21 MR. ROBBINS: If you know.
 22 A. I don't know.
 23 **Q. BY MR. ROBBINS: Okay. Let us go to Exhibit**
 24 **Number F, which is at 2962, and that is described by**
 25 **Mr. Melville as a true and correct copy of a carrier**

Page 164

1 **survey with the handwritten notes made by either Ashley**
 2 **or Britt?**
 3 A. It would be this type of copy. We have a
 4 different system now, but this -- this appears to be the
 5 old system used.
 6 **Q. And by "this," you're talking about Tab 65,**
 7 **page 3400?**
 8 A. I'm sorry, yes, 3400, yes.
 9 **Q. All right. Do you recognize the handwriting on**
 10 **3400 to 3401?**
 11 A. I don't.
 12 **Q. Okay.**
 13 A. If we had some comparison handwriting, maybe.
 14 **Q. Yeah.**
 15 **All right. Well, going down, I see**
 16 **checkmarks, and that just indicates that those areas**
 17 **have been filled in by -- by the carrier, I take it?**
 18 MR. GALE: Objection, calls for
 19 speculation.
 20 **Q. BY MR. ROBBINS: I'm just wondering, what**
 21 **does -- what does the checkmark mean under this --**
 22 A. Yeah, I'd be speculating as well. It
 23 doesn't -- it's not a system that we had where a
 24 checkmark. It just -- it's a personal preference in
 25 this case.

Page 163

1 **survey for Krux Freight Transport Co. that Krux**
 2 **entered into at the time of contracting with Albertsons**
 3 **Companies, which states that Krux will comply with ELD**
 4 **rules, which sets performance and design standards for**
 5 **commercial drivers and requires ELDs users be certified**
 6 **and registered by the FMCSA.**
 7 Now, I am looking at this Exhibit F, but I
 8 think I saw, yeah, a different exhibit, and I'd like to
 9 direct your attention to that, which is located at
 10 **Tab 65, page 3400.**
 11 A. 3400?
 12 **Q. Yes.**
 13 A. Okay.
 14 **Q. Now, what has been marked as Exhibit F is a**
 15 **document that is prepared by the proposed carrier and**
 16 **sent to Albertsons; is that correct?**
 17 A. The carrier survey, yes, is -- is compiled by
 18 the carrier and sent to Albertsons for review.
 19 **Q. And then who at Albertsons reviews the survey**
 20 **once it is reviewed?**
 21 A. My team will review the -- in this case, if
 22 it's -- depending on the date, it was either Britt or
 23 Ashley reviews the initial survey, and then the survey
 24 results are brought to me.
 25 **Q. Okay. So the survey results, is that the**

Page 165

1 **Q. All right. So there's a handwriting, "carrier**
 2 **and carrier." That's for the motor carrier number and**
 3 **the DOT number. Do you have any enlightenment as to**
 4 **what "carrier" would mean there?**
 5 A. Which -- where are we -- right here?
 6 **Q. In the handwritten "carrier" right next to --**
 7 **this is on page 3400.**
 8 A. It -- I suspect it means that they're an asset
 9 carrier, not a broker.
 10 (Discussion off the record.)
 11 **Q. BY MR. ROBBINS: Now, there's an arrow next to**
 12 **"SmartWay partner membership required." Is that**
 13 **something that's required of all Albertsons' partner**
 14 **motor carriers?**
 15 A. It's -- we say it's required. There are some
 16 exceptions for carriers that are not required. I can
 17 give you an example. There's -- there's, like, a
 18 logging company up in Alaska that has to run their
 19 trucks year around so they don't freeze --
 20 **Q. Uh-huh.**
 21 A. -- so they wouldn't meet SmartWay compliance,
 22 but they -- they're a partner because they -- we need
 23 them for Alaska business, for example.
 24 **Q. What does it mean to have a SmartWay partner**
 25 **membership?**

Page 166

1 A. It's an EPA program. Just shows that they're
 2 responsible environmental stewards.
 3 **Q. Okay. Anything other than environmental
 4 issues?**
 5 A. Not really, no.
 6 **Q. Anything having to do with safe operation of
 7 vehicles?**
 8 A. No.
 9 **Q. Okay. There, it says that Krujex was not, but
 10 then in parens, it says, "will work to become a member."
 11 That arrow next to it, is that something that would be
 12 significant to an Albertsons reviewer of a carrier
 13 survey?**
 14 A. It's just a notable item where -- and, again,
 15 it's not something that we say it's required. It's not
 16 required. We don't have 100 percent compliance with our
 17 carriers being SmartWay. We prefer it. We strongly
 18 prefer it from an environmental standpoint. Just,
 19 again, being -- being, you know, a national brand and an
 20 environmental steward, we definitely push for it --
 21 **Q. Okay.**
 22 A. -- but required is more for the carriers urging
 23 than our actual requirements.
 24 **Q. Right. Albertsons would want it because it
 25 would reflect positively upon their reputation?**

Page 168

1 **would reflect positively on Albertsons' reputation?**
 2 A. Yeah, I suppose so.
 3 **Q. All right. Going down, it talks about what
 4 states they service. There doesn't seem to be any notes
 5 there, although there is a check, and they are going
 6 to -- they would be willing to provide service to all of
 7 those states. They say, "Do you own your equipment?
 8 Yes."
 9 "Number of asset trucks," and there's two.
 10 Would that be a red flag for Albertsons, given the size
 11 of this particular carrier?**
 12 A. Red flag, no, it's not a red flag. It's --
 13 it's frankly at their behest to have to sign up for
 14 our -- like our TMS that we were talking about earlier,
 15 that's not free, so there's a cost associated with it,
 16 and generally speaking, it's expensive to do business
 17 with Albertsons, but it doesn't -- we don't have a
 18 minimum truck requirement or anything like that.
 19 **Q. Well, in other words, it would be an expense,
 20 and your concern if they only have two trucks was that
 21 they may have been running on the razor's edge
 22 financially and it might put them over?**
 23 A. No.
 24 **Q. Next to it, it says -- and I don't know whether
 25 that's V4 D1. Are you able to interpret that?**

Page 167

1 A. I think that's part of it. I think it's mostly
 2 just social responsibility, though.
 3 **Q. Okay. The next is TAT. Are you familiar with
 4 Truckers Against Trafficking, and they say no. What's
 5 the significance -- what is Truckers Against
 6 Trafficking?**
 7 A. It an organization that works against
 8 prostitution, human trafficking.
 9 **Q. Uh-huh.**
 10 A. And we partner with them just in the
 11 transportation field. It's exactly what it sounds like.
 12 So truckers will identify if they see something
 13 happening at, say, a truckstop that looks -- looks to be
 14 something with human trafficking, they know to call the
 15 police or this particular hotline to report it.
 16 **Q. Would that be a red flag for this particular
 17 carrier to say, no, they weren't familiar with TAT?**
 18 A. No, no, it's not a red flag. Again, it's
 19 just -- it's just a -- it's just a preference. And,
 20 again, I guess this is just being more socially
 21 responsible just to try to do our part to, you know,
 22 reduce human trafficking, so we partner with this
 23 organization.
 24 **Q. Okay. Again, if Albertsons' partner carriers
 25 were familiar with Truckers Against Trafficking, it**

Page 169

1 A. I don't know what that is. It's either a V or
 2 an N. That doesn't have any significance to me.
 3 **Q. Okay. Next is O/Os, "What percentage of your
 4 fleet is owner/operator," and the answer there was, "80
 5 percent." What significance is there to put O/Os?**
 6 A. Just to get a sense on how many company
 7 employees they have versus independent owner/operators
 8 that work under their authority.
 9 **Q. Is it your, "your" being Albertsons, preference
 10 to deal with owner/operators?**
 11 A. We don't necessarily have a preference. We
 12 just keep track of it.
 13 **Q. Okay. Down below, it says, "What percentage of
 14 your fleet is carb compliant?" What significance is
 15 that if the operations were going outside of California,
 16 which apparently, this entity would have been?**
 17 A. It's entirely for California, and if memory
 18 serves, Krujex was not carb compliant because they
 19 weren't doing any business in California.
 20 **Q. All right. But they were asked to sign a carb
 21 certificate, I think, weren't they?**
 22 A. They were asked. I don't know if they did or
 23 not. If carriers, I'll say, opt out of California
 24 business, then it's, I don't know, redundant or
 25 excessive --

Page 174

1 operation was compliant with Part 385?
 2 A. Can you ask the question again?
 3 MR. ROBBINS: Can you read it back?
 4 (Question read.)
 5 A. Correct, yeah. That's what we talked about
 6 earlier, yep.
 7 Q. BY MR. ROBBINS: All right. Now, down below,
 8 there's a reference, "Do you intend to comply with the
 9 ELD rule," and they say, "Yes," and, "Are you aware of
 10 the ELD rule deadlines? Yes." What -- what is that
 11 meaning to obtain there?
 12 A. So back in -- well, this is -- when this was
 13 issued, the ELDs existed, but they weren't -- they
 14 weren't required by the federal government to monitor.
 15 Drivers could still use the old school logbooks where
 16 they could manually write in their entries versus the
 17 electronic version, which is now standard practice and
 18 required.
 19 But back when this was issued, "this"
 20 being the survey, that that wasn't the rule yet, but we
 21 knew the rule was coming down the pipeline, so this part
 22 was vetting all carriers' awareness and ability to meet
 23 the expectations to use the EDLs going forward.
 24 Q. Did Albertsons as of July 2017 require that
 25 their applicant proposed partner carriers be ELD

Page 176

1 period where the transition for the folks that were
 2 using the older models could continue to use those --
 3 Q. All right. And under --
 4 A. -- before converting.
 5 Q. Under 17, it says, "What percentage of your
 6 fleet is currently ELD compliant," and the answer there
 7 was zero, and, "On what date will your fleet be 100
 8 percent ELD compliant," and they say, "December of
 9 2017." What, if anything, was done by Albertsons to
 10 confirm that Krujex was ELD compliant as of December of
 11 2017?
 12 A. Well, with all -- all the carriers, we reached
 13 out and we had various surveys as far as which -- if
 14 they were compliant, which ELD brand they were using,
 15 and communicated to get feedback from carriers that,
 16 one, that they were aware of the ruling itself, the law,
 17 and if the --
 18 (Discussion off the record.)
 19 A. The ruling itself in regards to the ELDs, if
 20 their fleet was compliant with ELDs, like we -- like we
 21 asked on the fleet, and then if they were, to provide,
 22 let's say, evidence that they -- that they had signed --
 23 signed their fleet up with a particular ELD brand.
 24 Q. BY MR. ROBBINS: Well, but my question is what,
 25 if anything, was done by Albertsons for Krujex -- as to

Page 175

1 compliant?
 2 A. No, we followed the federal guidelines and used
 3 their dates. We strongly encouraged it, but we did
 4 not -- we did not require it.
 5 Q. Did you -- did Albertsons have a custom and
 6 practice in July of 2018 of informing proposed partner
 7 carriers who were not ELD compliant as to how they could
 8 become compliant?
 9 A. We had a policy in place that communicated the
 10 deadline and their willingness to get to the deadline.
 11 As far as getting them compliant, we -- we didn't
 12 interject on telling them what ELD they had to buy or
 13 anything like that.
 14 Q. All right. So in 15, it says, "Do you
 15 currently use ELD, ELBRD or AOBDR," answer was, "No."
 16 "Are you aware of the grandfather devices requirements,"
 17 and their answer was, "No." What is the grandfather
 18 devices requirements?
 19 A. There were -- there were versions -- older
 20 versions of ELDs, which are listed there, that could be
 21 used. I believe it was a year after the ELD deadline
 22 went into place. It's something like a year. That's --
 23 don't quote me on the exact --
 24 Q. Okay.
 25 A. -- date. But there was a -- there was a grace

Page 177

1 Krujex prior to June 16 of 2018 to confirm that their
 2 fleet was 100 percent ELD compliant?
 3 A. Specifically for Krujex?
 4 Q. Yeah.
 5 A. I would have to check my notes. I mean, we
 6 went through all of our active carriers to ensure that
 7 they were ELD compliant before the deadline.
 8 Q. Well, we know now that Krujex was not ELD
 9 compliant; correct?
 10 A. The driver wasn't using an ELD.
 11 MR. GALE: Objection -- objection lacks
 12 foundation, misstates testimony.
 13 Q. BY MR. ROBBINS: Well, no, not only was the
 14 driver not using ELD, but the carrier admitted that it
 15 did nothing to train its drivers as to how to use ELD.
 16 That's not ELD compliant, is it?
 17 A. It would not be ELD compliant.
 18 Q. My -- my question, then, remains. What, if
 19 anything, was done by Albertsons as to Krujex prior to
 20 June 16 of 2018 to confirm that Krujex was ELD
 21 compliant?
 22 A. We asked them to provide what ELD they were
 23 using, some sort of proof that went along with it, and
 24 then have them confirm that they trained their drivers.
 25 Q. Okay. I have seen no documentation that

Page 178

1 Albertsons received any proof of training. We know that
 2 Krujex says that they had no training. I've seen no
 3 documentation as to what ELD devices Krujex reported
 4 back to Albertsons.
 5 So is the fact that there is an absence of
 6 documentation, at least that's been produced to me in
 7 this lawsuit, indicative that there was not an effort
 8 made by Albertsons to confirm that Krujex was ELD
 9 compliant at any time before June 16 of 2018?
 10 A. I don't think it's indicative that there wasn't
 11 any. I think it just shows that it wasn't asked for as
 12 part of the evidence.
 13 Q. What was -- you mean I didn't ask for it?
 14 A. I don't know. Whoever -- whatever evidence we
 15 were pulling, at some point, it wasn't on the list of
 16 things that we were asked to pull.
 17 Q. Wouldn't that be contained in -- okay. Well, I
 18 will ask officially right now, and I know damn well that
 19 that would have been contained in it, but if there is
 20 any such documentation to reflect that there was any
 21 request made of Krujex to confirm they were ELD
 22 compliant, I would ask for production of any such
 23 documentation.
 24 But let me ask you this: Wouldn't --
 25 wouldn't such documentation be contained in STV

Page 180

1 Q. Indicating "yes"?
 2 A. Yes.
 3 Q. But that was acceptable to Albertsons in July
 4 of 2017 to allow --
 5 MR. GALE: Objection.
 6 Q. BY MR. ROBBINS: -- they to be a -- "they"
 7 being Krujex, to be a partner carrier?
 8 MR. GALE: Objection, asked and answered.
 9 MR. ROBBINS: You can answer.
 10 A. They were still meeting federal guidelines at
 11 the time, so yes.
 12 Q. BY MR. ROBBINS: Okay. Now, up above on
 13 page 3401, there's a reference to, "V, 0 percent" --
 14 A. I'm sorry, which page are you on?
 15 Q. 3401.
 16 A. Okay.
 17 Q. "V, 0 percent/D, 25 percent HS -- HZMT 0
 18 percent," which I -- which I understand to be HazMat.
 19 Do you know what that would reflect? Would that be out
 20 of service rates?
 21 MR. GALE: Objection, calls for
 22 speculation.
 23 MR. ROBBINS: If you know.
 24 A. I don't know.
 25 Q. BY MR. ROBBINS: As of -- all right. An out of

Page 179

1 Corporate Traffic files pertaining to Krujex?
 2 A. No, not necessarily.
 3 Q. Where would it be kept?
 4 A. In email records.
 5 Q. Email records for either Ashley, Britt or you?
 6 A. Yes, and I believe it was Britt that was
 7 spearheading the ELD project at the time.
 8 Q. Okay. And you said you turned over everything
 9 having to do with Krujex to counsel?
 10 A. Everything that was asked for, that I'm aware
 11 of.
 12 Q. Okay. Would you have any idea as to why
 13 efforts made by Albertsons to prove -- to obtain proof
 14 from Krujex that it was ELD compliant would not have
 15 been turned over to counsel?
 16 A. I -- I don't know. I'm not sure.
 17 Q. Okay. All right. Well, let's take a look at
 18 3401. And there seems to be a box and a line and then
 19 "ELD." Do you know what that would signify under the
 20 section speaking about ELD?
 21 A. Just a note notating that they didn't -- they
 22 aren't ELD compliant. I mean, again, I'm speculating.
 23 Q. Down below, there's a specific note, "0 percent
 24 compliant = ELD"?
 25 A. Uh-huh.

Page 181

1 service rate of 25 percent would have, under the
 2 ordinary custom and practice of Albertsons, prompted an
 3 inquiry by Albertsons of the carrier as to why it was a
 4 25 percent driver out of service rating; correct?
 5 A. Correct.
 6 Q. Okay. And there should be some documentation
 7 in the file pertaining to Krujex as to what the answer
 8 was upon that inquiry?
 9 A. Not necessarily.
 10 Q. Why would there not be any -- any documentation
 11 of what the response was?
 12 A. Well, as I stated before, if it was a phone
 13 conversation, there may not have been actual written
 14 documentation.
 15 Q. But there would have to have been some
 16 communication to you, wouldn't there have been, under
 17 the custom and practice of Albertsons to inform you as
 18 to what the results were of that phone conversation with
 19 Krujex?
 20 A. Yes.
 21 Q. Okay. And the fact that there is or has not
 22 yet been provided any confirmation of any such
 23 communications, does that indicate to you that that
 24 communication didn't take place, at least as of that
 25 time?

Page 182

1 MR. GALE: Objection, misstates testimony
 2 and lacks foundation.
 3 MR. ROBBINS: You can respond.
 4 A. I don't know.
 5 **Q. BY MR. ROBBINS: That would be one conclusion.**
 6 **Would you agree?**
 7 A. It could be.
 8 MR. GALE: Objection, argumentative.
 9 A. It could be a conclusion.
 10 MR. GALE: Asked and answered.
 11 **Q. BY MR. ROBBINS: Again, there's a safety rating**
 12 **equal none, but we've spoken about that.**
 13 THE REPORTER: I could use a break.
 14 MR. ROBBINS: We're taking a break,
 15 absolutely.
 16 Okay, guys, we're taking a break.
 17 THE VIDEOGRAPHER: Okay. So the time is
 18 3:19 p.m. Pacific Time, and we are off the record.
 19 (Recessed from 3:19 p.m. until 3:29 p.m.)
 20 THE VIDEOGRAPHER: All right. So we are
 21 recording. The time is 3:29 p.m. Pacific Time, and we
 22 are back on the record.
 23 **Q. BY MR. ROBBINS: Going back to the carrier**
 24 **survey, let me ask you this: How many times during the**
 25 **relationship between a partner carrier and Albertsons is**

Page 184

1 like, if there's questions on how the partnership works,
 2 those types of things.
 3 **Q. Is there any documentation, though, kept by**
 4 **Albertsons, regardless of what the content of those**
 5 **reviews were, to confirm that the review had, in fact,**
 6 **been done?**
 7 A. No, I don't think so.
 8 **Q. Okay.**
 9 A. We generally just schedule them out.
 10 **Q. Who -- who is it that does the reviews of the**
 11 **partner carriers?**
 12 A. I have an analyst on my team that does them.
 13 **Q. And who is that analyst -- or strike.**
 14 **Who was the analyst in July 2017 through**
 15 **June 18 -- June 16 of 2018?**
 16 A. Twyla Washington.
 17 **Q. Is she still with the company?**
 18 A. Yes.
 19 MR. GALE: Did you say in July of 2016?
 20 **Q. BY MR. ROBBINS: Well, if I did, I didn't --**
 21 **July of 2017 through June 16 of 2018. Was it Twyla**
 22 **Washington?**
 23 A. Correct.
 24 **Q. Okay. And did she have a checklist that she**
 25 **went through when she did these new carrier reviews?**

Page 183

1 **a carrier survey undertaken?**
 2 A. Typically, only at setup.
 3 **Q. When you say "typically," are there**
 4 **circumstances under which there will be a repeat carrier**
 5 **survey?**
 6 A. If a carrier were to change names, we would
 7 relook at them again.
 8 **Q. What about if some of their SMS data changed**
 9 **from time to time --**
 10 A. No.
 11 **Q. -- would there be another survey done?**
 12 A. Typically, no.
 13 **Q. Okay. Now, and I notice that there is some**
 14 **reference to a 30-, 60- and 90-day review of new**
 15 **carriers. I think I saw that in a handbook. Are you**
 16 **familiar with that?**
 17 A. Yes.
 18 **Q. And what is -- strike that.**
 19 **Are the 30-, 60- and 90-day reviews**
 20 **undertaken for all new carriers?**
 21 A. Yes.
 22 **Q. All right. And is there a documentation that**
 23 **is prepared as a result of those reviews?**
 24 A. Generally, no. It's -- it's normally a touch
 25 base to see how the relationship is, what service looks

Page 185

1 A. Like I said, the -- the content isn't -- wasn't
 2 specific around any particular topic. It was more
 3 around the communications setup, and -- and if they were
 4 doing any kind of business, checking service and talking
 5 about service expectations and those types of things.
 6 **Q. Well, in this particular instance, though, in**
 7 **the carrier survey, there was a representation that the**
 8 **carrier would be ELD compliant by December of 2017.**
 9 **Would that issue have been addressed during the 30-, 60-**
 10 **and 90-day reviews as to how things were going?**
 11 A. Probably not. We had a separate process
 12 that -- that we were doing to make sure that every
 13 carrier that we were going to continue doing business
 14 with was compliant by the federal deadline, and that was
 15 a separate project from outside of the operational
 16 piece, which is the 30, 60, 90. Again, with the
 17 communication and service aspect, that's what that was
 18 focused on.
 19 **Q. Okay. When was the federal deadline for ELD**
 20 **compliance?**
 21 A. I believe it was December 2017. They -- they
 22 kicked it out again for certain folks.
 23 **Q. So -- so what was the process and procedure**
 24 **that Albertsons had to assure their partner carriers**
 25 **were ELD compliant by the federal deadline?**

Page 186

1 A. So we went to every carrier and gave them a
 2 survey similar to -- to this, but it wasn't the same
 3 survey as the new carrier survey, but just to get
 4 feedback on how ELD compliant they were, what -- what
 5 models they were using, what company they were using,
 6 how much of their fleet was compliant, if they weren't
 7 compliant on what day that -- date they would be
 8 compliant by, and then we would prompt follow-ups based
 9 on the feedback.
 10 **Q. Have you ever seen a document that reflects**
 11 **that Krujex went through such an inquiry by Albertsons**
 12 **at any time prior to June 18 -- June 16 of 2018?**
 13 A. I -- we had a master list, and they would have
 14 been on that list.
 15 **Q. Do you know whether they were?**
 16 A. I would have to confirm, but I am pretty
 17 confident they would be.
 18 **Q. Was there any documentation kept to reflect the**
 19 **compliance status of Krujex at any time between 2016 and**
 20 **2018?**
 21 A. Yes.
 22 **Q. Where was that?**
 23 A. Britt was maintaining it.
 24 **Q. And what was the -- what did it reflect insofar**
 25 **as Krujex's compliance status was concerned?**

Page 188

1 A. What I'm looking for is electronic copies.
 2 **Q. Right.**
 3 A. So it's digging through our files to find her
 4 electronic copies on which she was keeping.
 5 **Q. So it would be in Britt Simlerness's files?**
 6 A. Correct.
 7 **Q. Do you know what the status is of those files**
 8 **insofar as the other carriers that Albertsons was using**
 9 **in the 2017 to 2018 time frame? Do those other files**
 10 **reflect, to the best of your knowledge, those carrier**
 11 **compliant -- were compliant with the federal ELD**
 12 **requirement?**
 13 A. Well, as I mentioned, any -- anyone that's
 14 current once the deadline hit had to be compliant to
 15 remain an active carrier, so I guess the answer to your
 16 question is yes.
 17 **Q. Okay. So what information, again, would be**
 18 **sought from the carrier to show Albertsons that they**
 19 **were ELD compliant?**
 20 A. There was a survey that they filled out
 21 initially that said, you know, how ELD compliant they
 22 were, and if they were, what brand they were using and
 23 how much of their fleet was compliant, and then as to
 24 get compliant, we, you know, fill in the gaps, I guess
 25 work backwards, so to speak, to see if they were 80

Page 187

1 A. I would -- well, at the time that the -- that
 2 the deadline hit, the carriers that were active all were
 3 ELD compliant.
 4 **Q. Well, the deadline was December 2017.**
 5 A. Yeah, but, again, there was multiple extensions
 6 on that, depending on where they fell as far as the
 7 request to get extensions and whatever, but yeah.
 8 **Q. Well, how -- how would I find out whether any**
 9 **documentation exists regarding the inquiry made of**
 10 **Krujex during the 2017 and 2018 time frame regarding its**
 11 **ELD compliance?**
 12 A. I would have to -- I would have to look.
 13 **Q. Would you do that, please, and I will follow it**
 14 **up with a request to produce?**
 15 A. Sure.
 16 **Q. And if there is no such documentation, does**
 17 **that indicate to you, then, that the conclusion is**
 18 **reasonable that there was not an inquiry made of Krujex**
 19 **in that regard?**
 20 A. No, it means that we don't have the files on
 21 hand because it was so long ago and that employee didn't
 22 save them.
 23 **Q. Well, would there be some electronic copy of --**
 24 A. Well, that's --
 25 **Q. -- whatever those documents are?**

Page 189

1 percent and making sure that they got the last 20
 2 percent confirmed. They would tell us that they, you
 3 know, sign off in saying that they were confirmed and
 4 then that they were using X brand or brands of ELDs.
 5 **Q. Would Albertsons counsel their existing partner**
 6 **carriers as to how to become ELD compliant?**
 7 A. Again, we -- we didn't provide the how or tell
 8 them they had to buy a particular ELD. It was just the
 9 requirement they had to meet the federal guidelines.
 10 **Q. Okay. In this particular case, we know from**
 11 **documents that have been produced by the NTSB and from**
 12 **the FMSCA (sic) that Krujex at the time of this accident**
 13 **and prior thereto was not compliant, ELD compliant;**
 14 **agreed?**
 15 A. I would agree.
 16 MR. GALE: Objection, lacks foundation.
 17 **Q. BY MR. ROBBINS: So that being the case, does**
 18 **that indicate to you, then, that there was not an**
 19 **inquiry made by Albertsons of Krujex as to whether they**
 20 **were ELD compliant?**
 21 MR. GALE: Objection, asked and answered.
 22 MR. ROBBINS: Go ahead.
 23 A. Same answer as before. It directionally says
 24 something, but you -- you came up with the answer, not
 25 me on that. It could -- it could provide -- it could

Page 190

1 point that way, but it could provide -- point another
 2 way as well, so...

3 **Q. BY MR. ROBBINS: That other way being what,**
 4 **that the documents have just been lost?**

5 A. Well, they could be lost. I mean, they could
 6 have given us false documents. I don't know offhand.

7 **Q. You think maybe Krujex lied to you?**

8 A. It's possible.

9 **Q. What makes you think that it's possible?**

10 A. Because it would be very possible to lie about
 11 doing something that they didn't do.

12 **Q. Did they lie, to the best of your knowledge,**
 13 **about anything else?**

14 A. I don't know.

15 **Q. Now, also in -- attached to the Melville**
 16 **declaration is a copy of the carrier handbook. Let me**
 17 **just direct your attention to the page, if I can find**
 18 **it. Tab 52, page 2997. And, again, this was**
 19 **attached --**

20 A. I'm sorry, can you say the page number again?

21 **Q. Sure. 2997. And this was attached to --**

22 A. One second, let me get there.

23 **Q. Sure.**

24 A. Okay.

25 **Q. This was attached to Mr. Melville's**

Page 192

1 **Q. "Your contribution will be providing**
 2 **transportation of those items by controlling cost,**
 3 **protecting the quality and providing excellent service."**
 4 **Would that also be, to your way of thinking, the**
 5 **mind-set -- corporate mind-set of Albertsons in the 2017**
 6 **to 2018 time fame insofar as their partner carriers were**
 7 **concerned?**

8 A. In a general sense, yes.

9 **Q. And it goes on. It just makes the statement**
 10 **that the partner carriers should make the best use of**
 11 **the information contained in the handbook that they have**
 12 **been given. That's the mind-set of Albertsons with**
 13 **respect to the handbook that existed in the 2017-2018**
 14 **time frame as well, would you say?**

15 A. To use the handbook as a tool to guide you?

16 **Q. Absolutely.**

17 A. Yes, yes.

18 **Q. Would you, as Albertsons, agree that the**
 19 **handbook were -- was comprised of work instructions for**
 20 **the partner carriers?**

21 A. In 2017?

22 **Q. Yeah, 2017 to 2018.**

23 A. I believe they're similar job aids
 24 working through when they were working, those type of
 25 things, in the 2017 version.

Page 191

1 **declaration. And he acknowledged that down at the**
 2 **right-hand corner, it references it having been updated**
 3 **June of 2019. But in terms of the view that Albertsons**
 4 **had with respect to its partner carriers, I wonder**
 5 **whether this reflects what that view was as of the**
 6 **2017-2018 time frame, and Number 1 is "valued partner."**
 7 **Did Albertsons view their partner carriers as being**
 8 **valued partners?**

9 A. I would say any partnership is generally
 10 valuable, yeah.

11 **Q. But insofar as Albertsons' corporate point of**
 12 **view was in 2017 and 2018, did they consider their**
 13 **partner carriers to be valued partners?**

14 A. Sure, yeah.

15 **Q. Okay. It goes on to say, "What you will be**
 16 **doing for Albertsons is very important." Would that**
 17 **reflect Albertsons' point of view in 2017 and 2018?**

18 A. Yeah, I guess so.

19 **Q. Next, it says, "You are now part of a team of**
 20 **people whose combined efforts provide customers, like**
 21 **yourself, the best quality items for the lowest possible**
 22 **cost." Would that also reflect the corporate mind-set**
 23 **as of 2017 and 2018 insofar as their partner carriers**
 24 **were concerned?**

25 A. I think that's generally true.

Page 193

1 **Q. They would be considered work instructions for**
 2 **the partner carriers?**

3 A. As far as how to work your way through a
 4 particular application or something, yes.

5 **Q. Okay. Now, do you know whether Krujex was ever**
 6 **a member of One Network?**

7 A. Yes, they had to be to get loads from us.

8 **Q. Okay. That's the only way they could get loads**
 9 **from Albertsons?**

10 A. Yeah, a member just means that you subscribe to
 11 the service.

12 **Q. Yeah.**

13 **And that was a service that was paid for**
 14 **by the carrier?**

15 A. Correct.

16 **Q. Okay. All right. Next is -- I'm just going to**
 17 **ask, if I could, a question concerning what's -- what**
 18 **was marked to the Melville declaration as Exhibit H.**
 19 **It's on page 2966. It's an asset carrier checklist.**
 20 **But first, I just direct your attention to**
 21 **2966, and I see this in other locations in the documents**
 22 **that have been produced, and it's STV Corporate Traffic**
 23 **and its vendor name description. Is -- are these how**
 24 **documents are maintained at Albertsons for a particular**
 25 **vendor?**

Page 214

1 but there's a specification in the motor carrier
 2 agreement that the partner carrier agrees that it does
 3 not have a lien on the goods being transported. Is
 4 that -- is that correct that there's a waiver of a lien
 5 right?
 6 A. I believe so, yes. Let's make sure we're
 7 talking --
 8 Q. Yeah.
 9 A. -- about the same section, though.
 10 Q. Yeah. Yeah, section 8 on page -- I'm looking
 11 at page 3338, but I don't know what page you're looking
 12 at, of the carrier -- motor carrier agreement.
 13 A. I wasn't looking at anything.
 14 Q. Oh.
 15 A. Sorry, 33 what?
 16 Q. 3338. Yeah, it's -- that's -- that's Tab --
 17 Tab 55.
 18 A. And what -- and which line?
 19 Q. Paragraph Number 8, ownership of goods, no
 20 liens.
 21 A. Uh-huh.
 22 Q. So that's a specification of the relationship
 23 between Albertsons and the carrier is that the carrier
 24 must agree that it will not claim a lien on any of the
 25 goods that it's transporting?

Page 216

1 Q. My name is Evan Mortimer. I represent the
 2 Johnson family. And so I appreciate you being here
 3 today. I know it's been a long day. I just have some
 4 clarifying questions. Okay?
 5 A. Sure.
 6 Q. I'm going to jump around because I've made some
 7 notes while Clay's been asking questions. I want to go
 8 back to an earlier conversation you had with Clay
 9 regarding this risk team and just see if you can kind of
 10 give me an explanation from your point of view what is
 11 the risk team.
 12 A. There's a corporate function within Albertsons
 13 based out of the Boise -- the corporate Boise office
 14 that -- that, I mean, determines the level of, I don't
 15 know, I guess risk that Albertsons exposes them to on
 16 whatever business endeavors that -- that we partake in.
 17 I don't really know how to explain it much better than
 18 that, unless you have a specific instance or something.
 19 Q. So does the risk team analyze the work that you
 20 do, so in hiring carriers?
 21 A. Do they -- are you asking if they have any
 22 direct say when we -- before we sign a contract?
 23 Q. Right. So are -- are they involved in your
 24 department's choice of carriers and how they choose,
 25 what they choose, are they involved in that?

Page 215

1 A. Yes.
 2 Q. All right. That's a rather significant
 3 concession for the carrier to make to the supplier.
 4 Would you agree?
 5 A. I -- I don't know if I do. I mean, we have
 6 hundreds of carriers that have signed it, so...
 7 Q. Well, yeah, but basically, that's one indicia
 8 of control that the carrier has over the supplier is to
 9 say, "Well, if you don't comply with the contract and
 10 pay us what you've agreed to pay, we have a lien on the
 11 goods that we're transporting"?
 12 A. Again, I'm not sure if I agree with that or
 13 not.
 14 MR. ROBBINS: Okay. All right. Guys, I'm
 15 going to leave it up to the board right now, take a look
 16 through my notes and see what more I've got, but we'll
 17 put it up to the board. Anybody?
 18 MR. MORTIMER: Yeah, I've got some
 19 questions.
 20 MR. ROBBINS: Okay.
 21
 22 EXAMINATION
 23 BY MR. MORTIMER:
 24 Q. So can you hear me okay, Matt?
 25 A. Yeah.

Page 217

1 A. They are in the sense -- oh, sorry, go ahead.
 2 Q. Yeah, I apologize. Just are they involved in
 3 that process, like actual hiring process?
 4 A. No, I mean, their influence is -- is in the
 5 contract itself, not -- not on a day-to-day
 6 decision-making standpoint.
 7 Q. So they don't analyze, review, you know --
 8 let's just say Krujex, they wouldn't have actually
 9 analyzed your hiring of Krujex at any time?
 10 A. Maybe after the incident, they looked into them
 11 for whatever that they did. I don't -- the actual
 12 hiring piece of it, no. Again, their -- their influence
 13 is represented within the contract and the guidelines
 14 that we have as part of our carrier setup, but there
 15 isn't a -- like, a conference call or consultation or
 16 anything like that as far as, you know, before we send
 17 a contract off to our vice president to be signed.
 18 Q. Do they help -- or did they review any of the
 19 processes that your department follows with regard to
 20 the hiring of carriers besides the contract itself?
 21 A. Historically, I don't know. They haven't -- in
 22 the past four-and-a-half years that I've been in this
 23 role, they haven't stepped in and asked to re-review
 24 any -- any verbiage or get involved in any of the
 25 day-to-day business dealings within Corporate Traffic.

Page 246

1 A. That, I don't know specifically. Our
 2 compliance at launch was extremely low. It's been an
 3 ongoing process to get it from -- from virtually nothing
 4 to get carriers signed up and using the application,
 5 but, again, the expectation remained that -- that the
 6 carriers provide those tracking updates based on the
 7 expectations of the document that's in front of you.
 8 **Q. Did Albertsons expect its carriers to use**
 9 **MacroPoint?**
 10 A. Yes, I mean, now, yes, certainly. Early on, it
 11 was -- it was getting -- we worked harder to get them
 12 signed up and educated on it. So during the -- call it
 13 the 2018 time frame, it was a mostly educational year
 14 with very low compliance, but we still had the
 15 expectation of the -- like I said, of the tracking
 16 expectations on the sheet in front of you.
 17 **Q. Did Albertsons send any information or have any**
 18 **communication with Krujex about it signing up for**
 19 **MacroPoint in April or May or June of 2018?**
 20 A. I'm sure we did. We went -- we got -- we went
 21 after every carrier at the same time, so they would have
 22 been included.
 23 **Q. I guess I haven't seen any production of any**
 24 **documents or emails or communications to that effect.**
 25 **Do you know that it happened or you just -- you think it**

Page 248

1 up for it are still required to do the manual updates.
 2 So, again, we're not directly dealing with
 3 the driver or the tractor directly. We get information
 4 either from the carrier through the manual updates or if
 5 they're signed up with MacroPoint, it can get it from
 6 the driver's cellphone, the ELD or the carrier's
 7 internal TMS system, depending on whatever mix of
 8 options they've elected to pump the information through
 9 to MacroPoint, who then shares the information with us
 10 via One Network.
 11 **Q. So through the tracking event notification**
 12 **process, Albertsons would -- would require, if you will,**
 13 **the carrier to upload or provide updates as far as**
 14 **location and other tracking event shipment of any**
 15 **particular shipment?**
 16 A. Right, I mean, yeah, we require tracking for
 17 every shipment, whether it be the manual updates or via
 18 MacroPoint.
 19 **Q. Who was the -- you referenced earlier a traffic**
 20 **analyst. Who was the traffic analyst that would have**
 21 **been assigned to Krujex within Albertsons in June of**
 22 **2018?**
 23 A. Are you -- are you referencing this load
 24 specifically or the carrier themselves?
 25 **Q. Well, are there different traffic analysts**

Page 247

1 **did?**
 2 A. I'm pretty confident it happened. Again, we
 3 targeted all of our carrier base at the same time once
 4 we signed the agreement with MacroPoint, and we
 5 partnered with MacroPoint to figure out individual
 6 carrier's capabilities for tracking.
 7 **Q. Who would have within Albertsons spearheaded**
 8 **that project of getting the carriers signed up through**
 9 **MacroPoint?**
 10 A. Twyla Washington.
 11 **Q. Prior to Albertsons using MacroPoint through --**
 12 **just focus on One Network, did One Network have a**
 13 **capability to communicate with the tractor's ELD?**
 14 A. No.
 15 **Q. And so I guess once Albertsons had MacroPoint**
 16 **in place, that was the way Albertsons -- that Albertsons**
 17 **could communicate with the tractor through the ELD; is**
 18 **that fair?**
 19 A. Well, no, we never communicate to the tractor,
 20 right. We get information from different sources. So
 21 it's three sources -- and, again, keep in mind,
 22 MacroPoint isn't the be-all-end-all as far as tracking
 23 goes. Like I said, we're at 80 percent compliance now,
 24 and the 20 percent that aren't following through in
 25 being productive with MacroPoint or just haven't signed

Page 249

1 **assigned to a carrier or is it by particular shipment?**
 2 **Explain that to me, if you would.**
 3 A. Yeah. So as I mentioned earlier, there's
 4 different analysts by division, so they're broken up
 5 by -- so you might have one that does Phoenix and one
 6 that does SoCal and one that does NorCal and one that
 7 does Washington, and they're broken up by -- some
 8 smaller divisions by commodities and everything else,
 9 too. So I think what you're asking is who's the analyst
 10 that was involved on the Shaw's desk at the time of the
 11 incident; is that correct?
 12 **Q. Sure. If you can answer that for me, that**
 13 **would be great.**
 14 A. Yeah, that was -- that was Andrew Bennett.
 15 He's no longer with the company.
 16 **Q. Is he still with the company, I'm sorry?**
 17 A. He's no longer with the company.
 18 Can -- can we pause? I'm going to have to
 19 call my wife to ask her to get my kids if we're not
 20 wrapped up in the next couple of minutes here.
 21 MR. ROBBINS: Yeah, it's going to be a few
 22 more than a couple. I've just got, like, three
 23 questions. It's not going to be --
 24 MR. GALE: Yeah, let's take -- can we take
 25 a five-minute break?

Page 250

1 MR. ROBBINS: Absolutely.
 2 THE VIDEOGRAPHER: So it is 4:59 Pacific
 3 Time, and we are off the record.
 4 (Recessed from 4:59 p.m. until 5:03 p.m.)
 5 THE VIDEOGRAPHER: Okay. So we are
 6 recording. The time is 5:03 Pacific Time, and we are
 7 back on the record.
 8 **Q. BY MR. ORLER: Okay. Mr. Geurts, if I could,**
 9 **if I could turn your attention to -- it's still Tab 52,**
 10 **page 2990, a couple pages ahead there.**
 11 A. Okay.
 12 **Q. On time performance, do you see that?**
 13 A. Yep.
 14 **Q. It references a carrier score card --**
 15 A. Yep.
 16 **Q. -- at the end of that sentence. What is a**
 17 **carrier score card?**
 18 A. It's a -- it's a measuring tool that we use for
 19 our top 50 carriers to measure service and event
 20 management. And what I mean by "event management" are
 21 these items that we've been talking about as far as
 22 pickup, ETA events, those type of things, measuring
 23 their compliance with event management. It's mostly a
 24 mechanism to measure our service for our high-volume
 25 carriers.

Page 252

1 **Q. Okay. Yeah, so nothing would be available from**
 2 **2017 or 2018?**
 3 A. I don't believe so unless there's screenshots
 4 out there somewhere. I don't -- short answer is no.
 5 **Q. Getting back to the master motor carrier**
 6 **transportation agreement, it's, again, Tab 52, starting**
 7 **at 2938.**
 8 A. 29 -- 2938?
 9 **Q. 2938, Tab 52, 2938.**
 10 A. Okay.
 11 **Q. Throughout the -- this agreement, it references**
 12 **or refers to various policies that Albertsons expects**
 13 **Krujex to follow. Where are the policies that this**
 14 **agreement refers to?**
 15 MR. GALE: Objection, vague, ambiguous,
 16 overbroad.
 17 A. Yeah, what policy specifically are you asking
 18 about?
 19 **Q. BY MR. ORLER: Well, sure. Let's look at -- on**
 20 **page 2940, for instance, at the end of -- it'll be**
 21 **paragraph 4B.**
 22 A. Sorry, can you say that again?
 23 **Q. On page 2940. Are you there?**
 24 A. Yes.
 25 **Q. At the end of paragraph 4B.**

Page 251

1 **Q. Did Krujex have a carrier score card --**
 2 A. No, they --
 3 **Q. -- in 2018?**
 4 A. No, they -- they were never a high-volume
 5 carrier.
 6 **Q. So it was just for high-volume carriers?**
 7 A. Yeah, top 50.
 8 **Q. Okay. If I can turn your attention to**
 9 **page 2992.**
 10 A. Okay.
 11 **Q. That looks like to me basically what would be a**
 12 **One Network history printout for activity within a**
 13 **carrier's account. Would you agree with me?**
 14 A. Yeah, this is the history within One Network
 15 of -- in this case, it was a private fleet load into
 16 NorCal.
 17 **Q. Would Krujex -- Krujex's One Network account**
 18 **have a similar history?**
 19 A. Each load has a -- has a similar history. The
 20 history only goes back a year, though, so there isn't --
 21 there isn't information that goes back further than a
 22 year. You can pull up any load in the past calendar 12
 23 months in One Network and get this -- this line level
 24 detail and get into the weeds a little bit, but anything
 25 older does -- is gone.

Page 253

1 A. B, okay.
 2 **Q. It refers to --**
 3 A. Okay.
 4 **Q. -- shippers, applicable transportation,**
 5 **operations and distribution center policies as to which**
 6 **the carrier has been advised, and in quotations,**
 7 **"shipper's policy." So, for instance, I'm curious,**
 8 **where are these shipper's policies that this agreement**
 9 **is referring to?**
 10 A. Sure. So shipper's policies in this case has
 11 to do with what we talked about earlier with delivery
 12 schedules, scheduling appointments that are required
 13 within One Network, those types of things. When it --
 14 when it refers to the -- the event management, all of
 15 these different appendices that we've kind of been going
 16 through, those all roll into shipper's policies.
 17 **Q. And so that's what I guess I'm -- I'm just**
 18 **confused. Are they written policies that are located in**
 19 **one of the appendices to this agreement? Is that my**
 20 **understanding?**
 21 A. Well, there's -- there's the appendices that go
 22 along with it, and then the carrier handbook kind of
 23 gets into the nuances a little bit more, I guess, but --
 24 but the -- yeah, the appendices are probably the most
 25 apt example, I guess.

Page 258

1 **Q. So that's another item. Let's assume for the**
 2 **sake of argument that this carrier survey was reviewed**
 3 **by a member of your team, and that member of your team**
 4 **also found that they had -- that carrier had at the time**
 5 **that they were reviewing an out of service driver rating**
 6 **of 25 percent and was also not ELD compliant, as well as**
 7 **having no rating.**
 8 **Under those circumstances, given the**
 9 **custom and practice of Albertsons in the 2017-2018 time**
 10 **frame, would that be a circumstance under which**
 11 **Albertsons would have given that carrier a follow-up**
 12 **carrier survey?**
 13 MR. GALE: Objection, lacks foundation,
 14 calls for speculation, incomplete hypothetical.
 15 MR. ROBBINS: You can respond.
 16 A. I think we covered most of this already earlier
 17 when we were talking about this document. The -- I
 18 mean, we don't know the time frame that the notes were
 19 added, so, again, I would be speculating to go beyond --
 20 I don't want to speculate when or why they were put when
 21 they were put.
 22 I mean, as I stated, we had an ELD setup
 23 policy and program for the carriers where every carrier
 24 that wanted to continue doing business with Albertsons
 25 had to be compliant by the deadline. I don't know how

Page 260

1 A. So, again, I think we already covered both of
 2 those items where we talked about the ELD piece being
 3 reviewed as part of the different process, and then the
 4 out of service piece, we covered earlier by multiple
 5 times stating that we follow the lead of the DOT on
 6 whatever -- whenever they go out of compliance, and if
 7 they weren't out of compliance with that safety rating
 8 and they still had -- or, I'm sorry, the out of service
 9 piece of it, if that's what we're assuming that that
 10 number means, and I'll walk down that path with you a
 11 little bit, if that's what we're saying --
 12 **Q. BY MR. ROBBINS: Yeah.**
 13 A. -- it still falls under the same thing we
 14 talked about earlier, that the DOT didn't take that into
 15 account and then just automatically change their rating
 16 to conditional, which would have prompted that
 17 conversation.
 18 **Q. But you also told me before that if a carrier**
 19 **was found to be even one percent over the national**
 20 **average, that would be a red flag that would prompt**
 21 **inquiry.**
 22 A. Sure.
 23 **Q. Why would that not prompt inquiry in the form**
 24 **of another carrier survey where you have a carrier that**
 25 **is ELD not compliant, no rating and with a driver out of**

Page 259

1 this falls into that timeline, if it was before or after
 2 or whatever.
 3 **Q. BY MR. ROBBINS: All I'm saying is as of this,**
 4 **and "this," we're -- we're talking about the carrier**
 5 **survey that was done --**
 6 A. Uh-huh.
 7 **Q. -- for Krujex, the only carrier survey that was**
 8 **ever done apparently for Krujex --**
 9 A. Uh-huh.
 10 **Q. -- and that only carrier survey shows they were**
 11 **not only not ELD compliant, but apparently the reviewer**
 12 **also saw that they had out of -- driver out of service**
 13 **percentage of 25 percent and they were a nonrated**
 14 **carrier.**
 15 MR. GALE: Objection, assumes --
 16 **Q. BY MR. ROBBINS: Those circumstances are what**
 17 **I'm asking you to take into consideration. And my**
 18 **question to you is under those circumstances, given the**
 19 **custom and practice of Albertsons in 2017-2018, would**
 20 **those be circumstances under which Albertsons would have**
 21 **given that particular carrier a follow-up carrier**
 22 **survey?**
 23 MR. GALE: Objection, assumes facts not in
 24 evidence, calls for speculation and lacks foundation.
 25 MR. ROBBINS: Okay.

Page 261

1 **service rating of 25 percent? That's not -- those are**
 2 **three in one.**
 3 MR. GALE: Objection. Same objections.
 4 **Q. BY MR. ROBBINS: Why would that not be a**
 5 **circumstance under which Albertsons in 2017-2018 would**
 6 **not think it would be prudent to have that carrier**
 7 **undergo another carrier survey?**
 8 A. We covered that --
 9 MR. GALE: Objection, asked and answered.
 10 A. Yeah, we covered that piece of it.
 11 **Q. BY MR. ROBBINS: No, I haven't, not when I told**
 12 **you three of these items, the ELD noncompliant coupled**
 13 **with driver out of service percentage far over the**
 14 **national average and there being no safety -- safety**
 15 **rating for this particular carrier, those three things**
 16 **combined, why would that not have prompted Albertsons in**
 17 **2017-2018 to give that carrier, in this case, Krujex,**
 18 **another carrier service -- another carrier survey?**
 19 MR. GALE: Same objections.
 20 A. They're not necessarily cumulative, either,
 21 where it's just one as another to another to another.
 22 **Q. BY MR. ROBBINS: Well, it's not good. Would**
 23 **you agree?**
 24 A. Well, we talked about -- I'll go back again and
 25 talk about it.

Page 270

1 Mr. Geurts. I thank you very much for your time. I
 2 don't have any other questions for you.
 3 MR. GALE: Are we all done, folks? It's
 4 been a long day.
 5 MR. ROBBINS: Okay. Guys, we're going to
 6 pick up tomorrow at 10:00. We'll probably run
 7 through -- that will be Miss Silvers at 10:00, and then
 8 we'll --
 9 MR. GALE: Melville.
 10 MR. ROBBINS: Melville -- Melville at
 11 10:00, but we'll probably go to Miss Silvers --
 12 MR. GALE: At 11:00.
 13 MR. ROBBINS: -- shortly thereafter about
 14 11:00.
 15 THE VIDEOGRAPHER: All right. I'll take
 16 you guys off the record here real quick. So this
 17 concludes our video deposition with Matt Geurts on
 18 April 7th, 2021. The time is 5:28 Pacific Time, and we
 19 are off the record.
 20
 21 (The videotaped deposition concluded at 5:28 p.m.)
 22 * * *
 23 (Signature was requested.)
 24
 25

Page 271

VERIFICATION

1
 2
 3 STATE OF _____)
) ss.
 4 COUNTY OF _____)
 5
 6 I, MATT GEURTS, being first duly sworn on my oath,
 7 depose and say:
 8 That I am the witness named in the foregoing
 9 videotaped deposition taken the 7th day of April, 2021,
 10 consisting of pages numbered 1 to 270, inclusive; that
 11 I have read the said deposition and know the contents
 12 thereof; that the questions contained therein were
 13 propounded to me; that the answers to said questions
 14 were given by me, and that the answers as contained
 15 therein (or as corrected by me therein) are true and
 16 correct.
 17
 18 Corrections Made: Yes _____ No _____
 19
 20 _____
 21 MATT GEURTS
 22 Subscribed and sworn to before me this _____
 23 day of _____, 2021, at _____, Idaho.
 24
 25 _____
 Notary Public for Idaho
 Residing at _____, Idaho
 My Commission Expires: _____

Page 272

REPORTER'S CERTIFICATE

1
 2
 3 STATE OF ARIZONA)
) ss.
 4 COUNTY OF MARICOPA)
 5
 6 I, JENNIFER HANSEN, Certified Shorthand Reporter
 7 in and for the State of Idaho, do hereby certify:
 8 That prior to being examined, the witness named in
 9 the foregoing deposition was by me duly sworn to testify
 10 to the truth, the whole truth and nothing but the truth;
 11 That said deposition was taken down by me in
 12 shorthand at the time and place therein named and
 13 thereafter reduced to typewriting under my direction,
 14 and that the foregoing transcript contains a full, true
 15 and verbatim record of said deposition.
 16 I further certify that I have no interest in the
 17 event of the action.
 18 WITNESS my hand and seal this 29th day of April,
 19 2021.
 20
 21
 22
 23
 24
 25

Jennifer Hansen

 JENNIFER HANSEN
 CSR, RFR in and for
 the State of Idaho.

EXHIBIT 16

Videotaped Deposition of

Carol Silvers



Date: April 8, 2021

Case: Manlapit, Jr., et al. vs. Krujex Freight Transportation Corp., et al.

Lead Case No: CV01-2019-06625

Reporter: Jennifer Hanssen, CSR, RPR



ASSOCIATED REPORTING & VIDEO

Next-Level Litigation Support

The Owyhee
1109 Main Street, Suite 220
Boise, Idaho 83702

Phone: (208) 343-4004
Facsimile: (208) 343-4002
production@arvboise.com
arvboise.com

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

LAWRENCE MANLAPIT, JR.,)	
individually as father of)	
LAWRENCE P. MANLAPIT, III,	)	Lead Case No.
DECEASED,	)	CV01-2019-06625
)	
Plaintiff,	)	Consolidated with Case Nos.
	)	CV01-2019-23246
vs.	)	CV01-2020-00653
	)	CV01-2020-02624
KRUJEX FREIGHT TRANSPORT	)	CV01-2020-07803
CORP.; KRUJEX TRANSPORT CORP.)	)	CV01-2020-08172
KRUJEX TRANSPORT SYSTEMS, LLC))	
KRUJEX LOGISTICS INC.;)	
ALBERTSON'S COMPANIES;)	
CORNELIU VISAN; DANIEL VISAN;)	
LIGIA VISAN; STATE OF IDAHO;)	
STATE OF IDAHO DEPARTMENT OF)	
TRANSPORTATION; IDAHO STATE)	
POLICE; PENHALL COMPANY;)	
PARAMETRIX, INC., SPECIALTY)	
CONSTRUCTION SUPPLY LLC, and)	
DOES 1 through 150,)	
inclusive,)	
)	
Defendants.)	
)	
_____)	
And Consolidated Actions)	
_____)	

VIDEOTAPED DEPOSITION OF CAROL SILVERS

April 8, 2021

Phoenix, Arizona

Reported by: Jennifer Hanssen, CSR #50165, RPR

Page 2

1 VIDEOTAPED DEPOSITION OF CAROL SILVERS

2

3 BE IT REMEMBERED that the videotaped deposition of

4 CAROL SILVERS was taken by the Plaintiffs at the office of

5 Griffin & Associates located at 3200 East Camelback Road,

6 Suite 117, Phoenix, Arizona before Jennifer Hanssen, Court

7 Reporter in and for the County of Maricopa, State of Arizona,

8 on Thursday, the 8th day of April, 2021, commencing at the

9 hour of 11:00 a.m. Pacific Daylight Time in the

10 above-entitled matter.

11

12 APPEARANCES:

13

14 For the Plaintiff, Lawrence P. Manlapit, Jr.:

15 BAUM HEDLUND ARISTEI & GOLDMAN, P.C.

16 By: Clay Robbins, III, Esq.

17 10940 Wilshire Boulevard, 17th Floor

18 Los Angeles, California 90024

19 Telephone: (310) 207-3233

20 Facsimile: (310) 820-7444

21 crobbins@baumhedlundlaw.com

22

23 For the Plaintiff, Norko:

24 POWERS FARLEY, PC

25 By: Mark J. Orler, Esq.

702 West Idaho Street, Suite 700

Boise, Idaho 83702

Telephone: (208) 577-5100

Facsimile: (208) 577-5101

mjo@powersfarley.com

Page 4

1 For the Defendant, Specialty Construction Supply:

2 PERKINS MITCHELL POPE & McALLISTER

3 By: David S. Perkins, Esq.

4 300 North 6th Street, Suite 200

5 Boise, Idaho 83701

6 Telephone: (208) 345-8600

7 Facsimile: (208) 354-8660

8 dperkins@perkinsmitchell.com

9

10 For the Defendant, Penhall Company:

11 BRASSEY CRAWFORD, PLLC

12 By: Christopher P. Graham, Esq.

13 345 Bobwhite Court, Suite 215

14 Boise, Idaho 83701

15 Telephone: (208) 344-7300

16 Facsimile: (208) 344-7077

17 cpg@brassey.net

18

19 For the Defendants, Krujex Companies and Visans:

20 MONTGOMERY DOWDLE, LLC

21 By: Gary L. Montgomery, Esq.

22 13965 West Chinden Boulevard, Suite 115

23 Boise, Idaho 83713

24 Telephone: (208) 378-8882

25 Facsimile: (208) 991-4344

gary@montgomerydowdle.com

1

2 For the Defendant Albertsons Companies:

3 EBERLE BERLIN KADING TURNBOW & McKLVEEN

4 By: Eric A. Gale, Esq.

5 1111 West Jefferson Street, Suite 530

6 Boise, Idaho 83701

7 Telephone: (208) 344-8535

8 Facsimile: (208) 344-8542

9 egale@eberle.com

10

11 Videographer: Chris Ennis

12

13 Also Present: Matt Guerts

Page 3

1 For the Plaintiff, Johnson:

2 LITSTER FROST INJURY LAWYERS

3 By: Evan S. Mortimer, Esq.

4 3501 West Elder Street, Suite 208

5 Boise, Idaho 83702

6 Telephone: (208) 333-3366

7 Facsimile: (208) 489-6404

8 evan.mortimer@litsterfrost.com

9

10 For the Defendants, State of Idaho, Idaho Department of

11 Transportation, and Idaho State Police:

12 MOORE ELIA & KRAFT, LLP

13 By: Michael J. Elia, Esq.

14 702 West Idaho Street, Suite 800

15 Boise, Idaho 83702

16 Telephone: (208) 336-6900

17 Facsimile: (208) 336-7031

18 mje@melawfirm.net

19

20 For the Plaintiff, Jorgensen:

21 CRAIG SWAPP & ASSOCIATES

22 By: Steven Fisher, Esq.

23 3071 East Franklin Road, Suite 302

24 Meridian, Idaho 83642

25 Telephone: (208) 331-0167

Facsimile: (208) 375-2005

steven.fisher@craigswapp.com

1

2 For the Plaintiff, Estate of Illya Tsar:

3 CAPITOL LAW GROUP

4 By: Robert T. Wetherell, Esq.

5 205 North 10th Street, 4th Floor

6 Boise, Idaho 83701

7 Telephone: (208) 424-8872

8 Facsimile: (208) 424-8874

9 rwetherelle@capitolawgroup.com

Page 5

1 I N D E X

2 E X A M I N A T I O N

3 CAROL SILVERS PAGE

4

5 By: Mr. Robbins.....8

6

7 Mr. Mortimer.....44

8

9 E X H I B I T S

10

11 ***Please refer to master exhibit index***

12

13

14

15

16

17

18

19

20

21

22

23

24

25

Page 6

1 PROCEEDINGS
 2 THE VIDEOGRAPHER: So we are on the
 3 record. Today's date is April 8th, 2021, and the time
 4 is 11:00 a.m. Pacific Time. For the record, this is the
 5 video deposition of Carol Silvers taken by the
 6 plaintiffs in the matter of Manlapit, Junior, et al.,
 7 versus Krujex Freight Transportation Corp., et al., in
 8 the matter of -- I'm sorry. Lead case number
 9 CV01-2019-06625 in the District Court of the Fourth
 10 Judicial District of the State of Idaho in and for the
 11 County of Ada.
 12 The video deposition is being held at the
 13 offices of Griffin & Associates, L.L.C., whose address
 14 is 3200 East Camelback Road, Suite 177, in
 15 Phoenix, Arizona. The video deposition is being
 16 recorded by Ellison McCarthy and reported by Jennifer
 17 Hanssen of Associated Reporting & Video.
 18 Will counsel please state their
 19 appearances and any stipulations for the record.
 20 MR. ROBBINS: Clay Robbins representing
 21 Lawrence P. Manlapit, Junior, individually, and as
 22 co-administrator of the estate of Lawrence Manlapit,
 23 Junior. And we agree to the same stipulations that
 24 we've entered into previously.
 25 MR. GALE: Eric Gale for defendant

Page 7

1 Albertsons and we agree to the stipulations.
 2 MR. ORLER: Mark Orler on behalf of
 3 plaintiff Dorine Norko, individually, and as
 4 co-administrator of the estate of Lawrence Manlapit, the
 5 Third. Also agree with the stipulation.
 6 MR. MORTIMER: Evan Mortimer on behalf of
 7 the Johnson family plaintiffs and --
 8 MR. MONTGOMERY: Gary Montgomery on behalf
 9 of the Krujex and Visan defendants and we agree to the
 10 stipulation.
 11 MR. WETHERELL: Bob Wetherell on behalf of
 12 the estate of Tsar and we agree with the stipulation.
 13 MR. PERKINS: David Perkins on behalf of
 14 Specialty, agree with the stipulation.
 15 MR. GRAHAM: Chris Graham on behalf of
 16 Penhall. We agree.
 17 MR. FISHER: Steven Fisher on behalf of
 18 plaintiff Jorgensen. We agree.
 19 MR. ELIA: Michael Elia on behalf of the
 20 State of Idaho and we agree.
 21 THE VIDEOGRAPHER: Will the court reporter
 22 please swear the witness.
 23 (Next page, please.)
 24
 25

Page 8

1 CAROL SILVERS,
 2
 3 called as a witness herein, having been first duly
 4 sworn, was examined and testified as follows:
 5
 6 EXAMINATION
 7 BY MR. ROBBINS:
 8 Q. Would you state your full name for the record,
 9 please.
 10 A. Carol Lee Silvers.
 11 Q. Miss Silvers, have you ever had your deposition
 12 taken before?
 13 A. No, I have not.
 14 Q. All right. I'm sure you've had a chance to
 15 speak with Mr. Gale about the deposition procedure, but
 16 just to make sure that you have no questions in mind as
 17 to how it is we're going to do what we're going to do
 18 today in this deposition, I'll give you a brief
 19 description of the procedure. Okay?
 20 A. Okay.
 21 Q. A deposition is a relatively informal
 22 proceeding in which attorneys are given an opportunity
 23 to ask witnesses questions concerning the facts and
 24 circumstances surrounding a lawsuit. You've taken an
 25 oath. That oath is the same as an oath that you would

Page 9

1 take in a court of law, and by taking that oath, you've
2 promised to respond truthfully to all the questions that
3 are asked of you here today. Do you understand that?
 4 A. Yes, I do.
 5 Q. For that reason, it's very important that you
 6 listen to the questions, make sure you understand the
 7 questions, and then when you give an answer, try to keep
 8 yourself to the question that has been asked. Okay?
 9 A. Uh-huh.
 10 Q. If, for any reason, you don't hear or
 11 understand a question, I don't want you to try to answer
 12 it. I want you to let me know you didn't hear or
 13 understand it and we will clarify it for you. All
 14 right?
 15 A. Okay.
 16 Q. Couple of ground rules for the deposition.
 17 Since it is an oral proceeding, although we do have it
 18 videotaped, we have to make life a little easier for the
 19 court reporter, so I'll ask you to respond verbally to
 20 the questions that are asked. Nods of the head,
 21 gestures of the hands, "uh-huhs" and "huh-uhs," as you
 22 just did a few moments ago, require the court reporter
 23 to interpret what it is that you mean by that and she's
 24 not supposed to do that. If you forget, and everybody
 25 does, either I or another attorney will prompt you as to

Page 42

1 **lack of competence on the part of Krujex?**
 2 MR. GALE: Objection, argumentative.
 3 **Q. BY MR. ROBBINS: Did you?**
 4 A. No, I did not.
 5 **Q. Okay. Any discussions that you were privy to**
 6 **at the time that Krujex -- the relationship between**
 7 **Krujex and Albertsons was terminated about why that**
 8 **relationship was being terminated?**
 9 A. No.
 10 **Q. Okay. Do you know who approved Krujex to**
 11 **perform work for Albertsons?**
 12 A. Generally, that function is set up by the
 13 Carrier Development team.
 14 **Q. Uh-huh. So do you know who it was that**
 15 **approved the decision to allow Krujex to join the team**
 16 **of partner carriers that work with Albertsons?**
 17 A. That would have been the Carrier Development
 18 manager, Matt Geurts.
 19 **Q. Okay. Let me ask you to take a look at page**
 20 **3051, Exhibit K.**
 21 MR. GALE: Is that 2951?
 22 MR. ROBBINS: No, 3051.
 23 A. Okay.
 24 **Q. BY MR. ROBBINS: Did your team provide that**
 25 **document to Mr. Melville?**

Page 44

1 A. Can you repeat that?
 2 MR. ROBBINS: Could the court reporter
 3 please read that back to the witness.
 4 (Question read.)
 5 MR. GALE: Just object under Title 49 USC
 6 Section 1154 of the federal statute regarding
 7 inadmissibility of the report for NTSB.
 8 MR. ROBBINS: Oh, garbage. It's the
 9 factual report. The facts are admissible. They will
 10 always be admissible. But I note your objection.
 11 MR. GALE: Same objection.
 12 MR. ROBBINS: Okay. You can respond.
 13 A. No, I don't know.
 14 MR. ROBBINS: Okay. Well, Miss Silvers, I
 15 don't think I have any other questions for you. Thank
 16 you.
 17 A. Okay.
 18 MR. GALE: Anyone else up on the board?
 19 MR. MORTIMER: Yes, I have a few
 20 questions.
 21
 22 EXAMINATION
 23 BY MR. MORTIMER:
 24 **Q. Miss Silvers, my name is Evan Mortimer. I**
 25 **represent the Johnson family. I appreciate you being**

Page 43

1 A. I don't know.
 2 **Q. Okay. Do you recall ever having seen this**
 3 **document before it being presented to you?**
 4 A. No.
 5 **Q. Did you review any documents at all in**
 6 **preparation for your deposition today?**
 7 A. Yes.
 8 **Q. What documents did you review?**
 9 A. I read the National Safety Transportation.
 10 Parts of it. I didn't read all of it.
 11 **Q. Which NTSB, the probable cause report?**
 12 A. I don't know if that's what it was called. The
 13 document that had the accident description.
 14 **Q. The document that described the involvement of**
 15 **the carrier in the accident?**
 16 A. 'Um, I didn't read all the articles in it.
 17 **Q. You read nothing in the NTSB report that**
 18 **questioned the competency of the carrier?**
 19 A. No.
 20 **Q. That doesn't stand out to you?**
 21 A. No.
 22 **Q. Okay. All right. Have you ever heard from any**
 23 **source that the cause of the accident was placed, at**
 24 **least in part, upon the incompetence of the carrier and**
 25 **its driver?**

Page 45

1 **here. Can you hear me okay?**
 2 A. Yes, I can.
 3 **Q. Okay. If you can't, just let me know.**
 4 **All right. I'm going to jump around just**
 5 **slightly just because I'm going to try to fill in a few**
 6 **gaps from Mr. Robbins's questioning, okay, so bear with**
 7 **me.**
 8 **Earlier in your testimony you discussed**
 9 **kind of your duties as -- with Albertsons and you**
 10 **mentioned that you were involved in the setup and hiring**
 11 **of carriers; correct?**
 12 A. I -- I have been over the years, yes.
 13 **Q. Okay. What time frame was that part of your**
 14 **job duties?**
 15 A. Mid 2015, mid -- mid '20s. 2015 maybe.
 16 **Q. Okay. And how long -- how long were you**
 17 **involved in that?**
 18 A. Less than a year maybe.
 19 **Q. Okay. About how many carriers did you -- were**
 20 **you involved in hiring during that time frame?**
 21 A. I -- I do not know. My job was more carrier
 22 relations and -- I do not know.
 23 **Q. Okay. So -- and I don't -- I don't want**
 24 **to -- I want to make sure I'm kind of limiting my**
 25 **questions to just your duties with regard to the setup**

Page 58

1 understand.

2 A. I don't understand the question.

3 **Q. BY MR. MORTIMER: What's your understanding of**

4 **what a no rating means?**

5 A. I -- I don't manage that group today so I'm not

6 involved in it. I don't know what's potentially changed

7 so I can't answer the question fairly.

8 **Q. Well, again, I'm not asking about what -- what**

9 **they're doing now. I'm asking about during the time**

10 **frame that you were involved.**

11 A. But I wasn't involved in setting up Krujex.

12 **Q. I'm not speaking about Krujex specifically.**

13 **Just during the time that you were setting up**

14 **applicant -- new applicant partner carriers for**

15 **Albertsons, based on that time frame, what's your**

16 **understanding of what a no rating means from the DOT?**

17 A. I'm going to say, then, I don't understand or I

18 don't -- I don't -- I'm not involved in the setup of

19 carriers today so I've not kept up to date on any of the

20 DOT standards and regulations today.

21 MR. MORTIMER: I'm going to -- I'm going

22 to object to the answer as nonresponsive.

23 **Q. BY MR. MORTIMER: But, again, I'm not talking**

24 **about today, Miss Silvers, I'm talking about when you**

25 **were involved. You said you were involved for about a**

Page 60

1 **Q. And how did you learn that?**

2 A. I don't recall.

3 MR. MORTIMER: I have no further

4 questions.

5 MR. GALE: Anyone else have any further

6 questions?

7 All right. If no further questions, then

8 I guess, Madam Videographer, you can end the session.

9 THE VIDEOGRAPHER: All right. This

10 concludes the deposition of Carol Silvers and the time

11 is 12:13 p.m. Pacific Time. We are off the record.

12

13 (The videotaped deposition concluded at 12:13 p.m.)

14 * * *

15 (Signature was requested.)

16

17

18

19

20

21

22

23

24

25

Page 59

1 year in the hiring of new motor partner carriers;

2 correct?

3 A. Yes.

4 **Q. What's your understanding, based on that year**

5 **of doing it, of what a no rating from the DOT means?**

6 A. I don't recall.

7 **Q. You have no understanding?**

8 A. I -- I don't recall.

9 **Q. Were you ever educated or trained by any**

10 **Albertsons employee about what a no rating means?**

11 A. I don't recall.

12 **Q. Were you ever educated or trained by an**

13 **Albertsons employee regarding what a satisfactory rating**

14 **means?**

15 A. I don't recall.

16 **Q. How about an unsatisfactory rating?**

17 A. We would not have set up an unsatisfactory

18 carrier.

19 **Q. Okay. But did you receive any training**

20 **regarding an unsatisfactory carrier?**

21 A. I don't recall.

22 **Q. But you would not have signed them up?**

23 A. No.

24 **Q. Why's that?**

25 A. Because they didn't meet the DOT guidelines.

Page 61

1 VERIFICATION

2

3 STATE OF _____)

4) ss.

5 COUNTY OF _____)

6

7 I, CAROL SILVERS, being first duly sworn on my

8 oath, depose and say:

9 That I am the witness named in the foregoing

10 videotaped deposition taken the 8th day of April, 2021,

11 consisting of pages numbered 1 to 60, inclusive; that

12 I have read the said deposition and know the contents

13 thereof; that the questions contained therein were

14 propounded to me; that the answers to said questions

15 were given by me, and that the answers as contained

16 therein (or as corrected by me therein) are true and

17 correct.

18

19 Corrections Made: Yes _____ No _____

20

21 _____

22 CAROL SILVERS

23

24 Subscribed and sworn to before me this _____

25 day of _____, 2021, at _____, Idaho.

26

27 _____

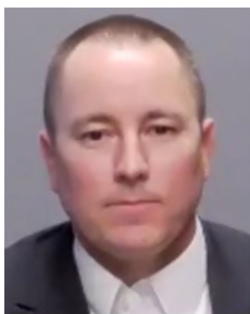
28 Notary Public for Idaho

29 Residing at _____, Idaho

30 My Commission Expires: _____.

EXHIBIT 17

**Videotaped Deposition of
Spencer Melville**



Date: April 8, 2021

Case: Manlapit, Jr., et al. vs. Krujex Freight Transportation Corp., et al.

Lead Case No: CV01-2019-06625

Reporter: Jennifer Hanssen, CSR, RPR



ASSOCIATED REPORTING & VIDEO

Next-Level Litigation Support

The Owyhee
1109 Main Street, Suite 220
Boise, Idaho 83702

Phone: (208) 343-4004
Facsimile: (208) 343-4002
production@arvboise.com
arvboise.com

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

LAWRENCE MANLAPIT, JR.,)	
individually as father of)	
LAWRENCE P. MANLAPIT, III,	)	Lead Case No.
DECEASED,	)	CV01-2019-06625
)	
Plaintiff,	)	Consolidated with Case Nos.
	)	CV01-2019-23246
vs.	)	CV01-2020-00653
	)	CV01-2020-02624
KRUJEX FREIGHT TRANSPORT	)	CV01-2020-07803
CORP.; KRUJEX TRANSPORT CORP.)	)	CV01-2020-08172
KRUJEX TRANSPORT SYSTEMS, LLC))	
KRUJEX LOGISTICS INC.;)	
ALBERTSON'S COMPANIES;)	
CORNELIU VISAN; DANIEL VISAN;)	
LIGIA VISAN; STATE OF IDAHO;)	
STATE OF IDAHO DEPARTMENT OF)	
TRANSPORTATION; IDAHO STATE)	
POLICE; PENHALL COMPANY;)	
PARAMETRIX, INC., SPECIALTY)	
CONSTRUCTION SUPPLY LLC, and)	
DOES 1 through 150,)	
inclusive,)	
)	
Defendants.)	
_____)	
And Consolidated Actions)	
_____)	

VIDEOTAPED DEPOSITION OF SPENCER MELVILLE

April 8, 2021

Phoenix, Arizona

Reported by: Jennifer Hanssen, CSR #50165, RPR

Page 2

1 VIDEOTAPED DEPOSITION OF SPENCER MELVILLE

2

3 BE IT REMEMBERED that the videotaped deposition of

4 SPENCER MELVILLE was taken by the Plaintiffs at the office

5 of Griffin & Associates located at 3200 East Camelback Road,

6 Suite 117, Phoenix, Arizona before Jennifer Hanssen, Court

7 Reporter in and for the County of Maricopa, State of Arizona,

8 on Thursday, the 8th day of April, 2021, commencing at the

9 hour of 10:05 a.m. Pacific Daylight Time in the

10 above-entitled matter.

11

12 APPEARANCES:

13

14 For the Plaintiff, Lawrence P. Manlapit, Jr.:

15 BAUM HEDLUND ARISTEI & GOLDMAN, P.C.

16 By: Clay Robbins, III, Esq.

17 10940 Wilshire Boulevard, 17th Floor

18 Los Angeles, California 90024

19 Telephone: (310) 207-3233

20 Facsimile: (310) 820-7444

21 crobbins@baumhedlundlaw.com

22

23 For the Plaintiff, Norko:

24

25 POWERS FARLEY, PC

By: Mark J. Orler, Esq.

702 West Idaho Street, Suite 700

Boise, Idaho 83702

Telephone: (208) 577-5100

Facsimile: (208) 577-5101

mjo@powersfarley.com

Page 3

1 For the Plaintiff, Johnson:

2 LITSTER FROST INJURY LAWYERS

3 By: Evan S. Mortimer, Esq.

3501 West Elder Street, Suite 208

Boise, Idaho 83702

4 Telephone: (208) 333-3366

5 Facsimile: (208) 489-6404

6 evan.mortimer@litsterfrost.com

7

8 For the Defendants, State of Idaho, Idaho Department of

9 Transportation, and Idaho State Police:

10 MOORE ELIA & KRAFT, LLP

11 By: Michael J. Elia, Esq.

12 702 West Idaho Street, Suite 800

Boise, Idaho 83702

13 Telephone: (208) 336-6900

14 Facsimile: (208) 336-7031

15 mje@melawfirm.net

16

17 For the Plaintiff, Jorgensen:

18

19 CRAIG SWAPP & ASSOCIATES

20 By: Steven Fisher, Esq.

3071 East Franklin Road, Suite 302

Meridian, Idaho 83642

21 Telephone: (208) 331-0167

22 Facsimile: (208) 375-2005

23 steven.fisher@craigswapp.com

24

25 For the Plaintiff, Estate of Illya Tsar:

CAPITOL LAW GROUP

By: Robert T. Wetherell, Esq.

205 North 10th Street, 4th Floor

Boise, Idaho 83701

Telephone: (208) 424-8872

Facsimile: (208) 424-8874

rwetherelle@capitolawgroup.com

Page 4

1 For the Defendant, Specialty Construction Supply:

2 PERKINS MITCHELL POPE & McALLISTER

3 By: David S. Perkins, Esq.

300 North 6th Street, Suite 200

Boise, Idaho 83701

4 Telephone: (208) 345-8600

5 Facsimile: (208) 354-8660

6 dperkins@perkinsmitchell.com

7

8 For the Defendant, Penhall Company:

9

10 BRASSEY CRAWFORD, PLLC

11 By: Christopher P. Graham, Esq.

345 Bobwhite Court, Suite 215

Boise, Idaho 83701

12 Telephone: (208) 344-7300

13 Facsimile: (208) 344-7077

14 cpg@brassey.net

15

16 For the Defendants, Krujex Companies and Visans:

17 MONTGOMERY DOWDLE, LLC

18 By: Gary L. Montgomery, Esq.

13965 West Chinden Boulevard, Suite 115

Boise, Idaho 83713

19 Telephone: (208) 378-8882

20 Facsimile: (208) 991-4344

21 gary@montgomerydowdle.com

22

23 For the Defendant Albertsons Companies:

24

25 EBERLE BERLIN KADING TURNBOW & McKLVEEN

By: Eric A. Gale, Esq.

1111 West Jefferson Street, Suite 530

Boise, Idaho 83701

Telephone: (208) 344-8535

Facsimile: (208) 344-8542

egale@eberle.com

Videographer: Chris Ennis

Also Present: Matt Guerts

Page 5

1 I N D E X

2 E X A M I N A T I O N

3

4 SPENCER MELVILLE PAGE

5 By: Mr. Robbins.....8

6

7 E X H I B I T S

8 ***Please refer to master exhibit index***

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

Page 6

1 PROCEEDINGS
 2 THE VIDEOGRAPHER: So we are on the
 3 record. Today's date is April 8th, 2021, and the time
 4 is 10:05 a.m. Pacific Time. For the record, this is the
 5 video deposition of Spencer Melville taken by the
 6 plaintiffs in the matter of Manlapit, Junior, et al.,
 7 versus Krujex Freight Transportation Corp., et al., lead
 8 case number CV01-2019-06625 in the District Court of the
 9 Fourth Judicial District of the State of Idaho in and
 10 for the County of Ada.
 11 The video deposition is being held at the
 12 offices of Griffin & Associates, L.L.C., whose address
 13 is 3200 East Camelback Road, Suite 177 in
 14 Phoenix, Arizona. The video deposition is being
 15 recorded by Ellison McCarthy and reported by Jennifer
 16 Nelson (sic) of Associated Reporting & Video.
 17 Will counsel please state your appearances
 18 and any stipulations for the record.
 19 MR. ROBBINS: Clay Robbins on behalf of
 20 Lawrence Manlapit, Junior, individually, and as
 21 co-administrator of the estate of Lawrence Manlapit,
 22 Junior.
 23 MR. GALE: Eric Gale on behalf of
 24 defendant Albertsons. And we all agree to the same
 25 prior stipulations that if one objection's made, all

Page 7

1 parties -- it's stipulated that they all agree to it.
 2 MR. ROBBINS: And I agree to that as well.
 3 MR. ORLER: Mark Orler on behalf of
 4 plaintiff Dorine Norko, individually, and as
 5 co-administrator of the estate of Lawrence Manlapit, the
 6 Third. I also agree with the stipulation.
 7 MR. MORTIMER: Evan Mortimer on behalf of
 8 the Johnson family and I agree to the stipulation.
 9 MR. MONTGOMERY: Gary Montgomery on behalf of
 10 the Visan and Krujex defendants and we agree with the stip.
 11 MR. WETHERELL: Bob Wetherell on behalf of
 12 the estate of Tsar and we agree with the stipulation.
 13 MR. PERKINS: David Perkins on behalf of
 14 Specialty. We also agree.
 15 MR. GRAHAM: Chris Graham on behalf of
 16 Penhall. We agree.
 17 MR. ELIA: Mike Elia on behalf of the
 18 State of Idaho and we agree.
 19 MR. FISHER: Steven Fisher on behalf of
 20 plaintiff Jorgensen and we agree.
 21 THE VIDEOGRAPHER: Will the court reporter
 22 please swear the witness.
 23 (Next page, please.)
 24
 25

Page 8

1 SPENCER MELVILLE,
 2
 3 called as a witness herein, having been first duly
 4 sworn, was examined and testified as follows:
 5
 6 EXAMINATION
 7 BY MR. ROBBINS:
 8 **Q. Would you state your full name for the record,**
 9 **please.**
 10 A. Spencer David Melville.
 11 **Q. Mr. Melville, we have called for your**
 12 **deposition and attached as -- to Tab 49 of the exhibit**
 13 **book the notice of your deposition because of a**
 14 **declaration that has been filed in this matter, which is**
 15 **also filed and attached as Tab 52 with Exhibits A**
 16 **through K. I should ask from the outset, have you ever**
 17 **had your deposition taken before?**
 18 A. No, I have not.
 19 **Q. Okay. Although I am sure you've had a chance**
 20 **to speak with your counsel about what a deposition is,**
 21 **what I'll do is, very briefly on the record, give you a**
 22 **description of the deposition procedure so that if you**
 23 **have any questions about how it is we're going to be**
 24 **doing what it is we're going to be doing here today, you**
 25 **can ask me questions and I'll clarify it; okay?**

Page 9

1 A. Okay.
 2 **Q. A deposition is a relatively informal**
 3 **proceeding in which attorneys are given an opportunity**
 4 **to ask questions of witnesses concerning the facts and**
 5 **circumstances surrounding a lawsuit. You've taken an**
 6 **oath and that oath is the same as an oath that you would**
 7 **take in a court of law. And by taking that oath, you've**
 8 **promised to respond truthfully to all of the questions**
 9 **that are asked of you here today. Do you understand**
 10 **that?**
 11 A. Yes.
 12 **Q. For that reason, it's very important that you**
 13 **listen to the questions, make sure you understand the**
 14 **question, and then when you answer a question, try to**
 15 **restrict yourself to the question that has been asked;**
 16 **okay?**
 17 A. Okay.
 18 **Q. If for any reason you don't hear or understand**
 19 **a question, please don't try to answer it. Tell us that**
 20 **you didn't hear it or understand it and either I or**
 21 **whatever party it is that's asking the question will**
 22 **clarify it for you; okay?**
 23 A. Okay.
 24 **Q. We don't want you to guess or speculate in**
 25 **response to any question because that would just result**

Page 34

1 A. Are you asking if I spoke with anyone at
 2 Krujex?
 3 **Q. Spoke with anyone at Albertsons.**
 4 A. Oh, at Albertsons?
 5 **Q. Yeah. Or anyone, for that matter. Could have**
 6 **been Krujex.**
 7 A. Yeah, I definitely did not speak to anyone at
 8 Krujex.
 9 **Q. Okay.**
 10 A. I don't recall speaking to anyone at
 11 Albertsons about this specific document. I would have
 12 pulled it from the available data files if it wasn't --
 13 if it hadn't already been provided to counsel
 14 previously.
 15 **Q. What did you look at to compare the purchase**
 16 **order number?**
 17 A. I mean, there were documents that showed, and
 18 I'm going off of memory here, but I'm pretty certain
 19 that was the PO number that was referenced to then link
 20 it to the particular shipment.
 21 **Q. It was referenced to what, though? I mean I**
 22 **will tell you that I have not seen any documentation**
 23 **pertaining to the shipment that was produced by**
 24 **Albertsons other than this bill of lading. So I'm just**
 25 **wondering what it is you looked at because I'd like to**

Page 36

1 A. And Miss Thiesse.
 2 **Q. Miss Thiesse. Did you come to learn that**
 3 **Miss Thiesse had some involvement in interacting with**
 4 **Krujex?**
 5 A. No, not at that time. She wasn't in a role
 6 that would have interacted with them.
 7 **Q. We know that Carol Silvers did because I see**
 8 **her signature in some of the documents. So would it**
 9 **have been conversations with either Mr. Geurts or**
 10 **Miss Silvers?**
 11 A. Yes.
 12 **Q. Okay. So if I wanted to find out more**
 13 **information about the history -- shipping history**
 14 **between Albertsons and Krujex, I would ask Miss Silvers,**
 15 **probably the best individual?**
 16 A. Yes.
 17 **Q. Okay. That's who you would go to if you wanted**
 18 **to find anything like that out?**
 19 A. Yes, for that time frame.
 20 **Q. Okay. Now looking through your declaration at**
 21 **paragraphs 6 through 9, there's reference to various**
 22 **items, a SAFER web company snapshot, a SAFER layout, a**
 23 **Safety Measurement System reports both in paragraphs 6**
 24 **and 7. Were you tasked to look through the files**
 25 **available for Krujex to find all documentation**

Page 35

1 **see that same document.**
 2 A. Okay. I thought we provided purchase order
 3 information as well for this particular PO.
 4 **Q. I don't know. I don't know that I have ever**
 5 **seen purchase order information pertaining to this**
 6 **shipment. The only thing I know that I have ever seen**
 7 **is bill of lading. So you took the bill of lading and**
 8 **you confirmed it, is your testimony, with the purchase**
 9 **order?**
 10 A. That's my recollection.
 11 **Q. Or did somebody else do that for you and say,**
 12 **yeah, this is the bill of lading?**
 13 A. I mean, I think I did it myself as well.
 14 **Q. Okay. All right. Did you, in your**
 15 **investigation for your declaration, uncover any evidence**
 16 **of additional shipments having been made by Krujex for**
 17 **Albertsons between 2017 and 2018?**
 18 A. I didn't uncover documentation necessarily.
 19 Through conversation, I learned that there were other
 20 shipments that would have been hauled by them during
 21 that time frame.
 22 **Q. Through conversations with whom?**
 23 A. With the management team that I described
 24 earlier.
 25 **Q. Okay. With Mr. Geurts and Miss Silvers?**

Page 37

1 **reflecting Albertsons obtaining information about Krujex**
 2 **from SMS or SAFER?**
 3 A. I was tasked with it and, to the best of my
 4 knowledge, the information that we had available was
 5 already previously provided.
 6 **Q. So -- and you were tasked with looking for all**
 7 **such information and, as far as you know, all such**
 8 **information that were in the files of Albertsons**
 9 **pertaining to Krujex that would relate to Safety**
 10 **Measurement Systems or to SAFER layouts or SAFER web**
 11 **company snapshots had been produced already in this**
 12 **case?**
 13 A. To the best of my knowledge, yes.
 14 **Q. You're not aware of any other such**
 15 **documentation pertaining to Krujex that exists elsewhere**
 16 **in Albertsons?**
 17 A. I'm not.
 18 MR. ROBBINS: All right. Mr. Melville,
 19 thank you very much. I don't think I have any other
 20 questions for you.
 21 MR. GALE: And Miss Silvers is here too,
 22 according to the court reporter, so that works out
 23 great.
 24 Any other questions from the board up
 25 above?

Page 38

1 MR. MORTIMER: I don't have any questions.
 2 MR. ROBBINS: Going once. Going twice.
 3 Anybody? Bueller? Bueller? Okay, I believe we are
 4 done.
 5 MR. GALE: I think we need the
 6 videographer and that's it.
 7 THE VIDEOGRAPHER: Okay. This concludes
 8 the deposition of Spencer Melville and the time is
 9 10:48 a.m. We are off the record.
 10
 11 (The videotaped deposition concluded at 10:48 a.m.)
 12 * * *
 13 (Signature was requested.)
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25

Page 39

1 VERIFICATION
 2
 3 STATE OF _____)
 4) ss.
 5 COUNTY OF _____)
 6
 7 I, SPENCER MELVILLE, being first duly sworn on
 8 my oath, depose and say:
 9 That I am the witness named in the foregoing
 10 videotaped deposition taken the 8th day of April, 2021,
 11 consisting of pages numbered 1 to 38, inclusive; that
 12 I have read the said deposition and know the contents
 13 thereof; that the questions contained therein were
 14 propounded to me; that the answers to said questions
 15 were given by me, and that the answers as contained
 16 therein (or as corrected by me therein) are true and
 17 correct.
 18
 19 Corrections Made: Yes _____ No _____
 20
 21 _____
 22 SPENCER MELVILLE
 23
 24 Subscribed and sworn to before me this _____
 25 day of _____, 2021, at _____, Idaho.

 Notary Public for Idaho
 Residing at _____, Idaho
 My Commission Expires: _____

Page 40

1 REPORTER'S CERTIFICATE
 2
 3 STATE OF ARIZONA)
 4) ss.
 5 COUNTY OF MARICOPA)
 6
 7 I, JENNIFER HANSEN, Certified Shorthand Reporter
 8 in and for the State of Idaho, do hereby certify:
 9 That prior to being examined, the witness named in
 10 the foregoing deposition was by me duly sworn to testify
 11 to the truth, the whole truth and nothing but the truth;
 12 That said deposition was taken down by me in
 13 shorthand at the time and place therein named and
 14 thereafter reduced to typewriting under my direction,
 15 and that the foregoing transcript contains a full, true
 16 and verbatim record of said deposition.
 17 I further certify that I have no interest in the
 18 event of the action.
 19 WITNESS my hand and seal this 29th day of April,
 20 2021.
 21
 22 _____
 23 JENNIFER HANSEN
 24 CSR, RFR in and for
 25 the State of Idaho.

1
 2
 3
 4
 5
 6
 7
 8
 9
 10
 11
 12
 13
 14
 15
 16
 17
 18
 19
 20
 21
 22
 23
 24
 25

EXHIBIT 18



STV - Corporate Traffic

Batch Type CORRESPONDENCE

Vendor Name KRUEX TRANSPORT

Description CARB CERTIFICATE

July 12, 2017

KRUJEX FREIGHT TRANSPORT CORP
13215-C8 SE Mill Plain Blvd, #112
Vancouver, WA 98684
360-524-3887

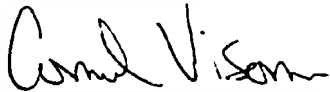
ALBERTSONS COMPANIES
250 E Parkcenter Blvd
Boise, ID 83706

RE: CARB Certificate

Dear Albertsons,

We are responding to your request to let you know that we do not operate in/out/through the state of California at this time. We will be happy to notify you of any future changes in our operations regarding California.

Respectfully,



Cornel Visan
President
Krujex Freight Transport Corp

JUL 24 2017
ALBERTSONS00283

July 12, 2017

KRUJEX FREIGHT TRANSPORT CORP
13215-C8 SE Mill Plain Blvd, #112
Vancouver, WA 98684
360-524-3887

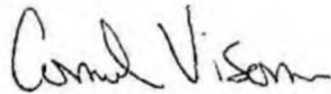
ALBERTSONS COMPANIES
250 E Parkcenter Blvd
Boise, ID 83706

RE: CARB Certificate

Dear Albertsons,

We are responding to your request to let you know that we do not operate in/out/through the state of California at this time. We will be happy to notify you of any future changes in our operations regarding California.

Respectfully,



Cornel Visan
President
Krujex Freight Transport Corp

NOV 22 2017
JK

ALBERTSONS00386



STV - Corporate Traffic

Batch Type CORRESPONDENCE

Vendor Name KRUEX FREIGHT TRANSPORT CORP

Description CARRIER SURVEY

CARRIER SURVEY



Thank you for your interest in becoming an Asset Carrier for Albertsons Companies. Please complete the document in its entirety; accurate information will permit us to use your services most effectively.

CONTACT INFORMATION		
Company Full Name KRUJEX FREIGHT TRANSPORT CORP.		
Street Address 15215-CB 56 MILL PLAIN BLVD #112		
City VANCOUVER	State WA	ZIP 98684
Phone 360-524-3997	Fax 360-524-3981	
Principal Name CORNEL VISAN		
Title PRESIDENT		
Street Address <small>(different from Company address)</small>		
City	State	ZIP
Company Email and Fax Locations		
REGISTERED NUMBERS		
SCAC Code KTXF	Site http://www.smtra.org/Pages/SCAC.aspx	
Common Carrier MC # 790202 <i>Comex</i>		
Broker MC#		
Freight Forwarder MC#		
DOT # 2314662 - <i>Comex</i>		
Smartway Partner Membership? (REQUIRED) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (will work to become member) <small>*Please provide certificate</small>		
Are you in millage with Truckers Age, Not Trafficking (TAT)? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> <small>If so, are you a driver TAT trained?</small> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		
QUESTIONS		
1. Which states do you service? (be specific) OR, WA, ID, UT, MA, NJ, CT, NY, Pa, DE, ME		
Are you willing to provide service to Albertsons in all these states? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
If no, in which states are you willing to service?		
2. Do you own your equipment? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
Number of asset trucks? 2 N-4 / D-1		
What percentage of your fleet is owner operated? 20%		
3. Is your equipment CARB compliant? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> <small>*Please provide certificate</small>		
What percentage of your fleet is CARB compliant?		
What is your ARR # or location number?		
4. What are your current insurance levels? <small>*Please provide certificate</small>		

TAT

OO's
Carb

Team

5. Do you transport other Team Drivers?	YES	NO	If yes, on what lanes are they available?	OR LIA - EAST GRAY
6. Are rates available on electronic medium?	YES	NO	If yes, in what format are they available?	
7. Which of the following types of equipment can you provide to serve Albertsons? Quantity per week - each type?				
48 ft dry trailer	YES	NO	# Available to Albertsons (weekly)	
53 ft dry trailer	YES	NO	# Available to Albertsons (weekly)	2
48 ft refrigerated	YES	NO	# Available to Albertsons (weekly)	
53 ft refrigerated	YES	NO	# Available to Albertsons (weekly)	5
48 ft freezer	YES	NO	# Available to Albertsons (weekly)	
53 ft freezer	YES	NO	# Available to Albertsons (weekly)	
1cc Chassis trailers	YES	NO	# Available to Albertsons (weekly)	
Wester Van trailers	YES	NO	# Available to Albertsons (weekly)	
Double trailers	YES	NO	# Available to Albertsons (weekly)	
High Cube trailers	YES	NO	# Available to Albertsons (weekly)	
Flat trailers	YES	NO	# Available to Albertsons (weekly)	
40 ft containers	YES	NO	# Available to Albertsons (weekly)	
20 ft containers	YES	NO	# Available to Albertsons (weekly)	
Heavyweight	YES	NO	# Available to Albertsons (weekly)	
List any restrictions:				
10. Are you equipped with Internet access?	YES	NO	Company Web address:	YES NO
If Yes, what is the address?	WWW.KRUIX.COM			
10. Are you a One Network member?	YES	NO	If Yes what is your Enterprise name?	
11. ELD capabilities?	YES	NO		
12. Do you have a satisfactory safety score in the Major Carrier SMS?	YES	NO	NO EXPIRE	
13. Do you intend to comply with the ELD Rule?	YES	NO	14. Are you aware of the ELD Rule deadlines?	YES NO
15. Do you currently use ELD/EDRD/AORND?	YES	NO	16. Are you aware of the "grandfathered" device requirements?	YES NO
17. What percent of your fleet is currently ELD compliant?	0%			
On what date will your fleet be 100% ELD compliant?	DECEMBER 2017			
18. Which ELD provider is or will be used?	NOT DEFINED			

ELD

V-0% | D-25% | HZMT 0%
 0 accidents = 2-4 mos
 Safety Rating = NONE

0% compliant = ELD

ALBERTSONS00388

19. Contact person or group for Customer Service issues?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Name, phone, email address	CORNEL VISAN 360-524-3987 cornel.visan@kryjex.com
20. Do you have a contact for lead acceptances?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Name, phone, email address	CORNEL VISAN 360-524-3987 cornel.visan@kryjex.com
Name, phone, email address	CLAUDIA DINEL-VISAN 360-524-3987 accounting@kryjex.com
Name, phone, email address	
Weekend Contact Name, phone, email	CORNEL VISAN 360-524-3987 cornel.visan@kryjex.com
21. Do you have a contact for RFQ/BFP issues? (request for quotes/prices)	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
Name, phone, email address	CORNEL VISAN 360-524-3987 cornel.visan@kryjex.com
Name, phone, email address	CLAUDIA DINEL-VISAN 360-524-3987 accounting@kryjex.com
Name, phone, email address	
22. Diversity Program - Our program exists to assist minority, women and other diverse-owned businesses who seek to do business with our Company. Among other things, our program connects diverse businesses with decision makers who can determine whether our Company will offer their products for sale or purchase their services.	
<input type="checkbox"/> African American <input type="checkbox"/> Asian American <input type="checkbox"/> Hispanic <input type="checkbox"/> LGBT <input type="checkbox"/> Native American <input type="checkbox"/> Service Disabled Veterans <input checked="" type="checkbox"/> Woman	2 contacts
For more information on this section, please see the attached Albertsons Companies - Supplier Diversity Program document.	
REFERENCES	
* Company Name	SHAN'S SUPERMARKETS Contact Name DAN MORGAN
Phone	98-313-3531 Title TRAFFIC ANALYSIS, SR.
E-Mail	DAN.MORGAN@SHANS.COM
Company Name	PACIFIC PRO INC Contact Name TERRILL BIRD
Phone	425-885-7200 Title LOGISTICS COORDINATOR
E-Mail	TERRILL.B@PACPROSALES.COM
Company Name	DOMEX SUPER FRESH Contact Name DANNA VILLA
Phone	955-374-1200 Title JENISE ASSISTANT
E-Mail	DVILLA@DSG-LOGISTICS.COM



STV - Corporate Traffic

Batch Type CORRESPONDENCE

Vendor Name KRUEX TRANSPORT

Description CARRIER SURVEY

CARRIER SURVEY



Thank you for your interest in becoming an Asset Carrier for Albertsons Companies. Please complete the document in its entirety; accurate information will permit us to use your services most effectively.

CONTACT INFORMATION		
Company Full Name KRUJEX FREIGHT TRANSPORT CORP.		
Street Address 13215-C8 SE MILL PLAIN BLVD #112		
City VANCOUVER	State WA	ZIP 98684
Phone 360-524-3887	Fax 360-524-3981	
Principle Name CORNEL VISAN		
Title PRESIDENT		
Street Address <small>(if different from Company address)</small>		
City	State	ZIP
Company Headquarters Location		
REGISTERED NUMBERS		
SCAC Code KJXF	Site http://www.nmfta.org/Pages/Scac.aspx	
Common Carrier MC # 790202		
Broker MC#		
Freight Forward MC#		
DOT # 2314662		
Smartway Partner Membership? (REQUIRED) YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> (will work to become member) <small>*Please provide certificate.</small>		
Are you familiar with Truckers Against Trafficking (TAT)? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> If so, are your drivers TAT trained? YES <input type="checkbox"/> NO <input type="checkbox"/>		
QUESTIONS		
1. Which states do you service? (be specific) OR, WA, ID, UT, MA, NY, CT, NJ, PA, OH, ME		
Are you willing to provide service to Albertsons in all these states? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
If no, which states are you willing to service?		
2. Do you own your equipment? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
Number of asset trucks? 2		
What percentage of your fleet is owner operator? 20%		
3. Is your equipment Carb compliant? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> <small>*Please provide certificate</small>		
What percentage of your fleet is carb compliant?		
What is your ARB identification number?		
4. What are your current insurance levels? <small>*Please provide certificate.</small>		

NOV 22 2017
[Signature]

5. Does your company offer Team Drivers?	YES <input checked="" type="checkbox"/>	NO	If yes, on what lanes are they available?	OR, WA - EAST COAST -
6. Are rates available on electronic medium?	YES	NO <input checked="" type="checkbox"/>	If yes, in what format are they available?	
7. Which of the following types of equipment can you provide to serve Albertsons? Quantity per week each type?				
48 ft dry trailer	YES	NO	# Available to Albertsons (weekly)	
53 ft dry trailer	YES <input checked="" type="checkbox"/>	NO	# Available to Albertsons (weekly)	2
48 ft refrigerated	YES	NO	# Available to Albertsons (weekly)	
53 ft refrigerated	YES <input checked="" type="checkbox"/>	NO	# Available to Albertsons (weekly)	5
48 ft frozen	YES	NO	# Available to Albertsons (weekly)	
53 ft frozen	YES	NO	# Available to Albertsons (weekly)	
Ice Cream trailers	YES	NO	# Available to Albertsons (weekly)	
Vented Van trailers	YES	NO	# Available to Albertsons (weekly)	
Double trailers	YES	NO	# Available to Albertsons (weekly)	
High Cube trailers	YES	NO	# Available to Albertsons (weekly)	
Pup trailers	YES	NO	# Available to Albertsons (weekly)	
40 ft containers	YES	NO	# Available to Albertsons (weekly)	
20 ft containers	YES	NO	# Available to Albertsons (weekly)	
Heavyweight	YES	NO	# Available to Albertsons (weekly)	
List any restrictions:				
8. Are you equipped with Internet access?	YES <input checked="" type="checkbox"/>	NO	9. Company Web Address?	YES <input checked="" type="checkbox"/> NO
If Yes, what is the address?			WWW.KRUEGER.COM	
10. Are you a One Network member?	YES	NO <input checked="" type="checkbox"/>	If Yes, what is your Enterprise name?	
11. EDI capabilities?	YES	NO <input checked="" type="checkbox"/>		
12. Do you have a satisfactory safety score in the Motor Carrier SMS?	YES	NO	NO RATING	
13. Do you intend to comply with the ELD Rule?	YES <input checked="" type="checkbox"/>	NO	14. Are you aware of the ELD Rule deadlines?	YES <input checked="" type="checkbox"/> NO
15. Do you currently use ELD/EOBRD/AOBRD?	YES	NO <input checked="" type="checkbox"/>	16. Are you aware of the "grandfathered" devices requirements?	YES NO <input checked="" type="checkbox"/>
17. What percent of your fleet is currently ELD compliant?	0%			
On what date will your fleet be 100% ELD compliant?	DECEMBER 2017			
18. Which ELD provider is, or will be, used?	NOT DECIDED			

NOV 22 2017
[Signature]

ALBERTSONS00392

EXHIBIT 19

August 24, 2018

Krujex Freight Transport Corp.
13215-C8 SE Mill Plain Blvd #112
Vancouver, WA 98684

Albertsons Companies
400 South 99th Avenue, Suite 100
Tolleson, AZ 85353

RE: Corrective Action Plan

Ryan,

The DOT audit following the accident brought to light deficiencies in our hiring process and ongoing driver maintenance. The driving process is cumbersome and if one does not do it often, then it's easy for some portions of the process to get overlooked and not get done.

For this reason we have hired Glostone Trucking Solutions to manage our processes which pertain to our safety rating:

- Driver hiring
- Driver file maintenance
- Log audit

By working with Glostone, which specializes in safety processes, we have corrected the DOT audit issues of the past and have set in place the necessary processes to maintain our safety program in good standing going forward. We must now wait for the DOT to perform another audit in order to upgrade our rating. Please call me at 360-524-3887 if you have any questions.

Thank you,



Cornel Visan
President
Krujex Freight Transport Corp

EXHIBIT 20

Run Date: 10/03/19
 Run Time: 12:44:25 PM
 Page No: 1

KRUJEX FREIGHT TRANSPORT CORP

REVENUE BY CUSTOMER-DEADHEAD AT END OF TRIP (Includes trip beginning deadhead)
 Invoice Dates From 01/01/2018 to 05/01/2019 (Revenue includes fuelsurcharge and all revenue except Salestax,GST)

Inv Date	Invoice No	Trip No	Trip Start Location	Invoice First Pickup	Loaded Miles	Unload Miles	Revenue	Per mi invoice	Per mi 2-trip
ALBERTSONS COMPANIES - AP									
2/12/2018	1700501	1700501	YAKIMA,WA	YAKIMA,WA	LTL Trip	LTL Trip	LTL Trip		
						LTL Trip			
2/15/2018	1700505	1700505	YAKIMA,WA	YAKIMA,WA	0	0	\$9,073	\$.00	\$.00
		1700512	HAVERHILL,MA	HAVERHILL,MA		0			
2/18/2018	1700781	1700781	WAPATO,WA	WAPATO,WA	0	0	\$7,969	\$.00	\$.00
		1700783	PORTLAND,OR	PORTLAND,OR		0			
2/20/2018	1700506	1700506	WAPATO,WA	WAPATO,WA	LTL Trip	LTL Trip	LTL Trip		
						LTL Trip			
3/14/2018	1700525	1700525	YAKIMA,WA	YAKIMA,WA	0	0	\$8,002	\$.00	\$.00
		1700531	PUYALLUP,WA	PUYALLUP,WA		0			
3/15/2018	1700533	1700533	WAPATO,WA	WAPATO,WA	0	0	\$7,975	\$.00	\$.00
		1700535	TIETON,WA	TIETON,WA		0			
3/15/2018	1700534	1700534	WAPATO,WA	WAPATO,WA	0	0	\$7,975	\$.00	\$.00
		1700533	WAPATO,WA	WAPATO,WA		0			
3/15/2018	1700540	1700540/170	STANWOOD,WA	STANWOOD,WA	0	0	\$1,013	\$.00	\$.00
		1700549	PORTLAND,OR	PORTLAND,OR		0			
3/21/2018	1700543	1700543	WAPATO,WA	WAPATO,WA	0	0	\$7,975	\$.00	\$.00
		1700552	BELLEVUE,WA	BELLEVUE,WA		0			
3/23/2018	1700549	1700549	PORTLAND,OR	PORTLAND,OR	0	0	\$876	\$.00	\$.00
		1700550	STANWOOD,WA	STANWOOD,WA		0			
3/23/2018	1700550	1700550	STANWOOD,WA	STANWOOD,WA	0	0	\$1,022	\$.00	\$.00
		1700669A	WEST CHICAGO,IL	WEST CHICAGO,IL		0			
3/27/2018	1700560	1700560	YAKIMA,WA	YAKIMA,WA	0	0	\$8,058	\$.00	\$.00
		1700554	PUYALLUP,WA	PUYALLUP,WA		0			
3/28/2018	1700558	1700558	MOXEE,WA	MOXEE,WA	0	0	\$1,293	\$.00	\$.00
		1700553	WAPATO,WA	WAPATO,WA		0			
3/29/2018	1700553	1700553	WAPATO,WA	WAPATO,WA	0	0	\$8,058	\$.00	\$.00
		1700557	YAKIMA,WA	YAKIMA,WA		0			
3/29/2018	1700557	1700557	YAKIMA,WA	YAKIMA,WA	0	0	\$7,957	\$.00	\$.00
		1700562	PRESCOTT,WA	PRESCOTT,WA		0			
3/29/2018	1700562	1700562	PRESCOTT,WA	PRESCOTT,WA	0	0	\$1,306	\$.00	\$.00
		1700561	WAPATO,WA	WAPATO,WA		0			
3/30/2018	1700565	1700565	PORTLAND,OR	PORTLAND,OR	0	0	\$1,069	\$.00	\$.00
		1700563	KENT,WA	KENT,WA		0			
4/4/2018	1700568	1700568	YAKIMA,WA	YAKIMA,WA	0	0	\$8,088	\$.00	\$.00
		1700571	YAKIMA,WA	YAKIMA,WA		0			
4/4/2018	1700571	1700571	YAKIMA,WA	YAKIMA,WA	0	0	\$8,088	\$.00	\$.00
		1700570	STANWOOD,WA	STANWOOD,WA		0			

Run Date: 10/03/19
 Run Time: 12:44:25 PM
 Page No: 3

KRUJEX FREIGHT TRANSPORT CORP

REVENUE BY CUSTOMER-DEADHEAD AT END OF TRIP (Includes trip beginning deadhead)
 Invoice Dates From 01/01/2018 to 05/01/2019 (Revenue includes fuelsurcharge and all revenue except Salestax,GST)

Inv Date	Invoice No	Trip No	Trip Start Location	Invoice First Pickup	Loaded Miles	Unload Miles	Revenue	Per mi invoice	Per mi 2-trip
ALBERTSONS COMPANIES - AP									
4/27/2018	1700606	1700606	YAKIMA,WA	YAKIMA,WA	0	0	\$1,216	\$0.00	\$0.00
		1700610	PORTLAND,OR	PORTLAND,OR		0			
4/30/2018	1700603	1700603	YAKIMA,WA	YAKIMA,WA	0	0	\$8,148	\$0.00	\$0.00
		1700606	YAKIMA,WA	YAKIMA,WA		0			
5/3/2018	1700608	1700608	MOXEE,WA	MOXEE,WA	0	0	\$8,148	\$0.00	\$0.00
		1700612	HOOD RIVER,OR	HOOD RIVER,OR		0			
5/8/2018	1700609	1700609	YAKIMA,WA	YAKIMA,WA	0	0	\$8,915	\$0.00	\$0.00
		1700614	LONDONDERRY,NH	LONDONDERRY,NH		0			
5/9/2018	1700617	1700617	WAPATO,WA	WAPATO,WA	0	0	\$8,828	\$0.00	\$52.24
		1700615	EAST WENATCHEE,WA	EAST WENATCHEE,WA		169			
5/9/2018	1700618	1700618	YAKIMA,WA	YAKIMA,WA	0	0	\$8,828	\$0.00	\$0.00
		1700620	PORTLAND,OR	PORTLAND,OR		0			
5/14/2018	1700627	1700627	EAST WENATCHEE,WA	EAST WENATCHEE,WA	0	0	\$1,514	\$0.00	\$0.00
		1700623	YAKIMA,WA	YAKIMA,WA		0			
5/15/2018	1700590	1700590	EAST WENATCHEE,WA	EAST WENATCHEE,WA	0	0	\$1,333	\$0.00	\$0.00
		1700593	PORTLAND,OR	PORTLAND,OR		0			
5/17/2018	1700611	1700611	STANWOOD,WA	STANWOOD,WA	0	0	\$1,020	\$0.00	\$0.00
		1700609	YAKIMA,WA	YAKIMA,WA		0			
5/17/2018	1700615	1700615	EAST WENATCHEE,WA	EAST WENATCHEE,WA	301	169	\$1,430	\$3.04	\$3.04
		1700616	PORTLAND,OR	PORTLAND,OR		0			
5/17/2018	1700616	1700616	PORTLAND,OR	PORTLAND,OR	0	0	\$958	\$0.00	\$0.00
		1700618	YAKIMA,WA	YAKIMA,WA		0			
5/17/2018	1700619	1700619	STANWOOD,WA	STANWOOD,WA	287	25	\$1,098	\$3.52	\$3.52
		1700663	YAKIMA,WA	YAKIMA,WA		0			
5/17/2018	1700621	1700621	YAKIMA,WA	YAKIMA,WA	3,100	0	\$8,888	\$2.87	\$2.87
		1700634A	KENT,WA	MOUNT PLEASANT,PA		0			
5/17/2018	1700622	1700622	WAPATO,WA	WAPATO,WA	0	0	\$8,888	\$0.00	\$0.00
		1700629	PORTLAND,OR	PORTLAND,OR		0			
5/17/2018	1700623	1700623	YAKIMA,WA	YAKIMA,WA	0	0	\$1,335	\$0.00	\$0.00
		1700622	WAPATO,WA	WAPATO,WA		0			
5/17/2018	1700624	1700624	PORTLAND,OR	PORTLAND,OR	162	0	\$882	\$5.44	\$5.44
		1700627	EAST WENATCHEE,WA	EAST WENATCHEE,WA		0			
5/18/2018	1700613	1700613	KENT,WA	KENT,WA	152	167	\$881	\$2.76	\$2.76
		1700617	WAPATO,WA	WAPATO,WA		0			
5/22/2018	1700637	1700637	BREWSTER,WA	BREWSTER,WA	355	346	\$1,359	\$1.94	\$1.94
		1700638	WAPATO,WA	WAPATO,WA		0			
5/23/2018	1700628	1700628	WAPATO,WA	WAPATO,WA	0	0	\$8,855	\$0.00	\$11.25
		1700631	SUGAR CITY,ID	SUGAR CITY,ID		787			

Run Date: 10/03/19
 Run Time: 12:44:25 PM
 Page No: 4

KRUJEX FREIGHT TRANSPORT CORP

REVENUE BY CUSTOMER-DEADHEAD AT END OF TRIP (Includes trip beginning deadhead)
 Invoice Dates From 01/01/2018 to 05/01/2019 (Revenue includes fuelsurcharge and all revenue except Salestax,GST)

Inv Date	Invoice No	Trip No	Trip Start Location	Invoice First Pickup	Loaded Miles	Unload Miles	Revenue	Per mi invoice	Per mi 2-trip
ALBERTSONS COMPANIES - AP									
5/23/2018	1700636	1700636	YAKIMA,WA	YAKIMA,WA	0	0	\$8,849	\$0.00	\$25.58
		1700637	BREWSTER,WA	BREWSTER,WA		346			
5/29/2018	1700563	1700563/170	KENT,WA	KENT,WA	0	0	\$885	\$0.00	\$0.00
		1700565	PORTLAND,OR	PORTLAND,OR		0			
5/30/2018	1700639	1700639	PORTLAND,OR	PORTLAND,OR	0	0	\$884	\$0.00	\$0.00
		1700641	STANWOOD,WA	STANWOOD,WA		0			
5/31/2018	1700638	1700638	WAPATO,WA	WAPATO,WA	0	0	\$8,885	\$0.00	\$0.00
		1700639	PORTLAND,OR	PORTLAND,OR		0			
5/31/2018	1700643	1700643	KENT,WA	KENT,WA	0	0	\$885	\$0.00	\$0.00
		1700644	HOOD RIVER,OR	HOOD RIVER,OR		0			
5/31/2018	1700645	1700645	YAKIMA,WA	YAKIMA,WA	0	0	\$1,337	\$0.00	\$0.00
		1700650	STANWOOD,WA	STANWOOD,WA		0			
5/31/2018	1700651	1700651	KENT,WA	KENT,WA	0	0	\$885	\$0.00	\$0.00
		1700652	PORTLAND,OR	PORTLAND,OR		0			
6/5/2018	1700647	1700647	YAKIMA,WA	YAKIMA,WA	0	0	\$1,338	\$0.00	\$0.00
		1700649	TROUTDALE,OR	TROUTDALE,OR		0			
6/6/2018	1700656	1700656	WAPATO,WA	WAPATO,WA	0	0	\$8,873	\$0.00	\$0.00
		1700657	HILLSBORO,OR	HILLSBORO,OR		0			
6/8/2018	1700646	1700646	YAKIMA,WA	YAKIMA,WA	0	0	\$8,870	\$0.00	\$0.00
						ot Found			
6/8/2018	1700650	1700650	STANWOOD,WA	STANWOOD,WA	584	0	\$1,025	\$1.76	\$1.76
		1700651	KENT,WA	KENT,WA		0			
6/11/2018	1700662	1700662	YAKIMA,WA	YAKIMA,WA	0	0	\$8,873	\$0.00	\$0.00
		1700665	ARVIN,CA	ARVIN,CA		0			
6/13/2018	1700658	1700658	WAPATO,WA	WAPATO,WA	3,300	0	\$8,873	\$2.69	\$2.69
		1700660	KENT,WA	KENT,WA		0			
6/13/2018	1700659	1700659	QUINCY,WA	QUINCY,WA	0	0	\$8,869	\$0.00	\$0.00
		1700658	WAPATO,WA	WAPATO,WA		0			
6/14/2018	1700663	1700663	YAKIMA,WA	YAKIMA,WA	0	0	\$8,873	\$0.00	\$0.00
		1700626	ROCKDALE,IL	ROCKDALE,IL		0			
6/14/2018	1700664	1700664	QUINCY,WA	QUINCY,WA	0	0	\$8,869	\$0.00	\$0.00
		1700671	WAPATO,WA	WAPATO,WA		0			
6/20/2018	1700670	1700670	WAPATO,WA	WAPATO,WA	0	0	\$8,873	\$0.00	\$0.00
		1700676A	SYRACUSE,UT	SYRACUSE,UT		0			
6/22/2018	1700660	1700660	KENT,WA	KENT,WA	0	0	\$885	\$0.00	\$0.00
		1700662	YAKIMA,WA	YAKIMA,WA		0			
6/25/2018	1700667	1700667	KENT,WA	KENT,WA	0	0	\$885	\$0.00	\$0.00
		1700678	PORTLAND,OR	PORTLAND,OR		0			

Run Date: 10/03/19
 Run Time: 12:44:25 PM
 Page No: 5

KRUJEX FREIGHT TRANSPORT CORP

REVENUE BY CUSTOMER-DEADHEAD AT END OF TRIP (Includes trip beginning deadhead)
 Invoice Dates From 01/01/2018 to 05/01/2019 (Revenue includes fuelsurcharge and all revenue except Salestax,GST)

Inv Date	Invoice No	Trip No	Trip Start Location	Invoice First Pickup	Loaded Miles	Unload Miles	Revenue	Per mi invoice	Per mi 2-trip
ALBERTSONS COMPANIES - AP									
7/11/2018	1700652	1700652	PORTLAND,OR	PORTLAND,OR	0	0	\$884	\$.00	\$.00
		1700656	WAPATO,WA	WAPATO,WA		0			
7/12/2018	1700671	1700671	WAPATO,WA	WAPATO,WA	0	0	\$0	\$.00	\$.00
		1700667	KENT,WA	KENT,WA		0			
7/13/2018	1700686	1700686	WAPATO,WA	WAPATO,WA	0	0	\$8,849	\$.00	\$.00
		1700690	YAKIMA,WA	YAKIMA,WA		0			
7/16/2018	1700641	1700641	STANWOOD,WA	STANWOOD,WA	0	0	\$1,112	\$.00	\$.00
		1700643	KENT,WA	KENT,WA		0			
7/20/2018	1700690	1700690	YAKIMA,WA	YAKIMA,WA	0	0	\$8,082	\$.00	\$.00
		1700692	SUNNYSIDE,WA	SUNNYSIDE,WA		0			
7/26/2018	1700695	1700695	WAPATO,WA	WAPATO,WA	0	0	\$8,082	\$.00	\$.00
		1700698	YAKIMA,WA	YAKIMA,WA		0			
8/6/2018	1700698	1700698	YAKIMA,WA	YAKIMA,WA	0	0	\$8,082	\$.00	\$.00
		1700699	TWIN FALLS,ID	TWIN FALLS,ID		0			
8/9/2018	1700700	1700700	YAKIMA,WA	YAKIMA,WA	0	0	\$8,082	\$.00	\$.00
		1700705	YAKIMA,WA	YAKIMA,WA		0			
8/23/2018	1700706	1700706	YAKIMA,WA	YAKIMA,WA	0	0	\$8,082	\$.00	\$.00
		1700713	ENDICOTT,NY	ENDICOTT,NY		0			
8/24/2018	1700711	1700711	YAKIMA,WA	YAKIMA,WA	0	0	\$8,082	\$.00	\$.00
		1700712	YAKIMA,WA	YAKIMA,WA		0			
8/29/2018	1700724	1700724	YAKIMA,WA	YAKIMA,WA	0	0	\$8,082	\$.00	\$.00
		1700725	WAPATO,WA	WAPATO,WA		0			
9/5/2018	1700727	1700727	MOXEE,WA	MOXEE,WA	3,321	0	\$8,082	\$2.43	\$2.43
		1700731	HILLSBORO,OR	HILLSBORO,OR		0			
9/12/2018	1700734	1700734	MOXEE,WA	MOXEE,WA	0	0	\$8,082	\$.00	\$.00
		1700738	YAKIMA,WA	YAKIMA,WA		0			
9/19/2018	1700737	1700737	WAPATO,WA	WAPATO,WA	3,199	0	\$8,106	\$2.53	\$2.53
		1700741	WAPATO,WA	WAPATO,WA		0			
9/19/2018	1700738	1700738	YAKIMA,WA	YAKIMA,WA	0	0	\$8,106	\$.00	\$.00
		1700737	WAPATO,WA	WAPATO,WA		0			
9/26/2018	1700741	1700741	WAPATO,WA	WAPATO,WA	0	0	\$8,106	\$.00	\$.00
		1700744	YAKIMA,WA	YAKIMA,WA		0			
10/3/2018	1700745	1700745	YAKIMA,WA	YAKIMA,WA	0	0	\$8,106	\$.00	\$.00
		1700746	YAKIMA,WA	YAKIMA,WA		0			
10/8/2018	1700746	1700746	YAKIMA,WA	YAKIMA,WA	3,218	0	\$8,130	\$2.53	\$2.53
		1700749	RIDGEFIELD,WA	RIDGEFIELD,WA		0			
10/24/2018	1700751	1700751	YAKIMA,WA	YAKIMA,WA	0	0	\$8,154	\$.00	\$.00
		1700752	WAPATO,WA	WAPATO,WA		0			

Run Date: 10/03/19
 Run Time: 12:44:25 PM
 Page No: 6

KRUJEX FREIGHT TRANSPORT CORP

REVENUE BY CUSTOMER-DEADHEAD AT END OF TRIP (Includes trip beginning deadhead)
 Invoice Dates From 01/01/2018 to 05/01/2019 (Revenue includes fuelsurcharge and all revenue except Salestax,GST)

Inv Date	Invoice No	Trip No	Trip Start Location	Invoice First Pickup	Loaded Miles	Unload Miles	Per mi Revenue	Per mi invoice	Per mi 2-trip
ALBERTSONS COMPANIES - AP									
10/31/2018	1700752	1700752	WAPATO,WA	WAPATO,WA	0	0	\$8,154	\$.00	\$.00
		1700754	PESHASTIN,WA	PESHASTIN,WA		0			
11/7/2018	1700756	1700756	WAPATO,WA	WAPATO,WA	0	0	\$8,154	\$.00	\$.00
		1700758	HOOD RIVER,OR	HOOD RIVER,OR		0			
11/12/2018	1700761	1700761	COWICHE,WA	COWICHE,WA	0	0	\$1,013	\$.00	\$.00
		1700763	YAKIMA,WA	YAKIMA,WA		0			
11/14/2018	1700760	1700760	WAPATO,WA	WAPATO,WA	0	0	\$8,897	\$.00	\$.00
		1700761	COWICHE,WA	COWICHE,WA		0			
11/26/2018	1700763	1700763	YAKIMA,WA	YAKIMA,WA	0	0	\$8,897	\$.00	\$.00
		1700775	BUFFALO,NY	BUFFALO,NY		0			
11/28/2018	1700769	1700769	YAKIMA,WA	YAKIMA,WA	0	0	\$8,873	\$.00	\$.00
		1700768	SELAH,WA	SELAH,WA		0			
2/17/2019	1700783	1700783	PORTLAND,OR	PORTLAND,OR	0	0	\$1,275	\$.00	\$.00
		1700782	YAKIMA,WA	YAKIMA,WA		0			
2/17/2019	1700784	1700784	PORTLAND,OR	PORTLAND,OR	0	0	\$2,063	\$.00	\$.00
		1700791	PORTLAND,OR	PORTLAND,OR		0			
2/18/2019	1700780	1700780	WAPATO,WA	WAPATO,WA	0	0	\$7,969	\$.00	\$.00
		1700781	WAPATO,WA	WAPATO,WA		0			
2/20/2019	1700782	1700782	YAKIMA,WA	YAKIMA,WA	0	0	\$7,969	\$.00	\$.00
		1700784	PORTLAND,OR	PORTLAND,OR		0			
2/25/2019	1700791	1700791	PORTLAND,OR	PORTLAND,OR	0	0	\$1,575	\$.00	\$.00
		1700785	WAPATO,WA	WAPATO,WA		0			
2/26/2019	1700793	1700793	PORTLAND,OR	PORTLAND,OR	0	0	\$2,025	\$.00	\$.00
		1700790	PEABODY,MA	PEABODY,MA		0			
2/26/2019	1700795	1700795	PORTLAND,OR	PORTLAND,OR	0	0	\$1,163	\$.00	\$.00
		1700796	PORTLAND,OR	PORTLAND,OR		0			
2/27/2019	1700796	1700796	PORTLAND,OR	PORTLAND,OR	0	0	\$750	\$.00	\$.00
		1700798	PORTLAND,OR	PORTLAND,OR		0			
2/28/2019	1700792	1700792	PORTLAND,OR	PORTLAND,OR	0	0	\$1,988	\$.00	\$.00
		1700795	PORTLAND,OR	PORTLAND,OR		0			
3/1/2019	1700794	1700794	PORTLAND,OR	PORTLAND,OR	0	0	\$1,313	\$.00	\$.00
		1700803	PORTLAND,OR	PORTLAND,OR		0			
3/1/2019	1700798	1700798	PORTLAND,OR	PORTLAND,OR	0	0	\$722	\$.00	\$.00
		1700794	PORTLAND,OR	PORTLAND,OR		0			
3/2/2019	1700797	1700797	PORTLAND,OR	PORTLAND,OR	0	0	\$1,613	\$.00	\$.00
		1700804	PORTLAND,OR	PORTLAND,OR		0			
3/2/2019	1700799	1700799	PORTLAND,OR	PORTLAND,OR	0	0	\$1,500	\$.00	\$.00
		1700797	PORTLAND,OR	PORTLAND,OR		0			

Run Date: 10/03/19
 Run Time: 12:44:25 PM
 Page No: 7

KRUJEX FREIGHT TRANSPORT CORP

REVENUE BY CUSTOMER-DEADHEAD AT END OF TRIP (Includes trip beginning deadhead)
 Invoice Dates From 01/01/2018 to 05/01/2019 (Revenue includes fuelsurcharge and all revenue except Salestax,GST)

Inv Date	Invoice No	Trip No	Trip Start Location	Invoice First Pickup	Loaded Miles	Unload Miles	Revenue	Per mi invoice	Per mi 2-trip
ALBERTSONS COMPANIES - AP									
3/3/2019	1700800	1700800	PORTLAND,OR	PORTLAND,OR	0	0	\$1,742	\$.00	\$.00
		1700799	PORTLAND,OR	PORTLAND,OR		0			
3/3/2019	1700802	1700802	PORTLAND,OR	PORTLAND,OR	0	0	\$1,250	\$.00	\$.00
		1700805	PORTLAND,OR	PORTLAND,OR		0			
3/4/2019	1700805	1700805	PORTLAND,OR	PORTLAND,OR	0	0	\$1,580	\$.00	\$.00
		1700806	PORTLAND,OR	PORTLAND,OR		0			
3/6/2019	1700806	1700806	PORTLAND,OR	PORTLAND,OR	0	0	\$1,227	\$.00	\$.00
		1700808	PORTLAND,OR	PORTLAND,OR		0			
3/6/2019	1700808	1700808	PORTLAND,OR	PORTLAND,OR	0	0	\$887	\$.00	\$.00
		1700801	WAPATO,WA	YAKIMA,WA		0			
3/8/2019	1700803	1700803	PORTLAND,OR	PORTLAND,OR	0	0	\$1,194	\$.00	\$.00
		1700800	PORTLAND,OR	PORTLAND,OR		0			
3/8/2019	1700804	1700804	PORTLAND,OR	PORTLAND,OR	0	0	\$1,433	\$.00	\$.00
		1700802	PORTLAND,OR	PORTLAND,OR		0			
3/9/2019	1700809	1700809	PORTLAND,OR	PORTLAND,OR	0	0	\$1,886	\$.00	\$.00
		1700807	YAKIMA,WA	YAKIMA,WA		0			
3/9/2019	1700810	1700810	PORTLAND,OR	PORTLAND,OR	0	0	\$1,650	\$.00	\$.00
		1700809	PORTLAND,OR	PORTLAND,OR		0			
3/14/2019	1700785	1700785	WAPATO,WA	WAPATO,WA	0	0	\$8,076	\$.00	\$.00
		1700793	PORTLAND,OR	PORTLAND,OR		0			
3/14/2019	1700801	1700801	WAPATO,WA	YAKIMA,WA	0	0	\$8,172	\$.00	\$.00
		1700810	PORTLAND,OR	PORTLAND,OR		0			
3/15/2019	1700811	1700811	PORTLAND,OR	PORTLAND,OR	0	0	\$1,622	\$.00	\$.00
		1700812	YAKIMA,WA	YAKIMA,WA		0			
3/20/2019	1700807	1700807	YAKIMA,WA	YAKIMA,WA	0	0	\$8,014	\$.00	\$.00
		1700811	PORTLAND,OR	PORTLAND,OR		0			
3/29/2019	1700814	1700814	PORTLAND,OR	PORTLAND,OR	0	0	\$1,226	\$.00	\$.00
		1700817	CLACKAMAS,OR	CLACKAMAS,OR		0			
3/29/2019	1700815	1700815	PORTLAND,OR	PORTLAND,OR	0	0	\$1,400	\$.00	\$.00
		1700822	PORTLAND,OR	PORTLAND,OR		0			
3/30/2019	1700816	1700816	PORTLAND,OR	PORTLAND,OR	0	0	\$1,472	\$.00	\$.00
		1700815	PORTLAND,OR	PORTLAND,OR		0			
4/3/2019	1700812	1700812	YAKIMA,WA	YAKIMA,WA	0	0	\$8,014	\$.00	\$.00
		1700818	PORTLAND,OR	PORTLAND,OR		0			
4/4/2019	1700818	1700818	PORTLAND,OR	PORTLAND,OR	0	0	\$1,358	\$.00	\$.00
		1700814	PORTLAND,OR	PORTLAND,OR		0			
4/4/2019	1700819	1700819	PORTLAND,OR	PORTLAND,OR	0	0	\$1,151	\$.00	\$.00
		1700816	PORTLAND,OR	PORTLAND,OR		0			

Run Date: 10/03/19
 Run Time: 12:44:25 PM
 Page No: 8

KRUJEX FREIGHT TRANSPORT CORP

REVENUE BY CUSTOMER-DEADHEAD AT END OF TRIP (Includes trip beginning deadhead)
 Invoice Dates From 01/01/2018 to 05/01/2019 (Revenue includes fuelsurcharge and all revenue except Salestax,GST)

Inv Date	Invoice No	Trip No	Trip Start Location	Invoice First Pickup	Loaded Miles	Unload Miles	Revenue	Per mi invoice	Per mi 2-trip
ALBERTSONS COMPANIES - AP									
4/5/2019	1700821	1700821	PORTLAND,OR	PORTLAND,OR	0	0	\$1,050	\$.00	\$.00
		1700820	YAKIMA,WA	YAKIMA,WA		0			
4/24/2019	1700820	1700820	YAKIMA,WA	YAKIMA,WA	0	0	\$8,014	\$.00	\$.00
		1700823	WAPATO,WA	WAPATO,WA		0			
4/24/2019	1700823	1700823	WAPATO,WA	WAPATO,WA	0	0	\$8,089	\$.00	\$.00
					ot Found				
TOTAL COMPANY					21,613	707	\$623,994	\$27.96	\$26.42
						1,302			
TOTAL REPORT					21,613	707	\$623,994	\$27.96	\$26.42
						1,302			

EXHIBIT 21

Filed: May 17, 2017, at 8:18 AM
Fourth Judicial District, Ada County
Christopher D. Rich, Clerk of the Court
By: *Alicia Meza* Deputy Clerk

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA
200 W. Front Street Boise ID 83702

State of Idaho

vs.

Illya D Tsar
77 Markie Dr W
Rochester Ny 14606

Case No. CR01-17-16527

Citation No. 1633184

Affidavit and Notice of Failure to Appear

Event Code: ANFA

DOB: 1975

Officer: Mika, John

DL: NY-712030440

Agency: Boise Police Department

TO: Boise City Prosecutor- Generic

THE UNDERSIGNED, being duly sworn, deposes and says:

1. That I am a Deputy Clerk of the District Court and that I have reviewed the Courts records and state that:
2. The above named Defendant was charged by Idaho Uniform Citation:

<u>Count</u>	<u>Statute I.C. §</u>	<u>Charge Desc</u>	<u>Date</u>
1	118-8001(3) {M}	Driving Without Privileges	04/25/2017

3. The original uniform citation is on file in this office, indicating that the defendant was served a copy of the Complaint and Summons, which required his appearance on or before May 16, 2017, and that the defendant has failed to appear to answer to the charge.
4. This Affidavit and Notice is being referred to your office for processing in accordance with law.

CHRISTOPHER D. RICH
Clerk of the Court

Subscribed and sworn to
before me this May 17, 2017

By: *Alicia Meza*
Deputy Clerk



JAN 10 2018

CHRISTOPHER D. RICH, Clerk
By JEANNE TURNER
DEPUTY

ROBERT B. LUCE
BOISE CITY ATTORNEY

Sarah A. McCormack
Deputy City Attorney
BOISE CITY ATTORNEY'S OFFICE
150 N. Capitol Blvd.
P.O. Box 500
Boise, Idaho 83701-0500
Telephone: (208) 608-7950
Facsimile: (208) 384-4454
Idaho State Bar No. 9683
Email: BCAQ@cityofboise.org

Attorney for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE STATE OF IDAHO)	
)	
Plaintiff,	)	Case No. CR01-17-16527
)	
v.)	
)	
ILLYA D. TSAR	)	F.T.O. COMPLAINT
77 Markie Drive West)	
Rochester, NY 14606)	
)	
Defendant.)	
)	
)	

PERSONALLY APPEARED BEFORE me this 3rd day of January, 2018, in the county of Ada, Sarah A. McCormack, Deputy City Attorney, who being duly sworn, complains and says that Illya D. Tsar, on or about the 16th day of May, 2017, at 4:00 PM, in the county of Ada, city of Boise, state of Idaho, then and there being, did then and there commit the crime of Failure to Obey a Citation, Idaho Code § 19-3901A; said crime being committed as follows, to-wit:

F.T.O. COMPLAINT - 1

CR01-17-16527
FTOC
Failure to Obey Complaint
525590



MANLAPIT 000364

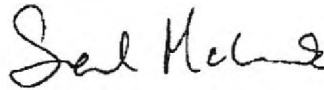
VIOLATED A WRITTEN PROMISE GIVEN TO A POLICE OFFICER AND/OR FAILED TO OBEY THE ORDER OF A POLICE OFFICER, upon issuance of a traffic citation to appear in Magistrate Court for violation of, to-wit: COUNT I: DRIVING WITHOUT PRIVILEGES, a misdemeanor, which is in violation of Idaho Code § 18-8001(3), as shown by the citation and affidavit on file with the court.

All of which is contrary to the form, force and effect of Idaho Code § 19-3901A, and Misdemeanor Criminal Rule 5.

WHEREFORE, Plaintiff prays that a warrant be issued for the arrest of said Illya D. Tsar so that he may be dealt with according to law.

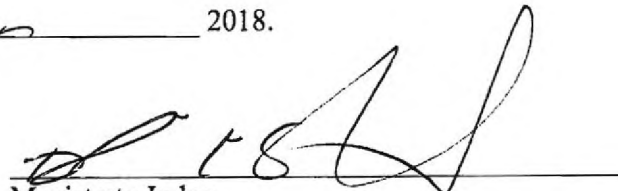
I declare, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge.

BOISE CITY ATTORNEY'S OFFICE



Sarah A. McCormack, Deputy City Attorney
Of the Office
Attorney for Plaintiff

Dated this 3rd day of Jan 2018.


Magistrate Judge

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, ADA COUNTY, MAGISTRATE DIVISION

CR01-17-16527
ADOR
Advisement of Rights
714146



STATEMENT OF DEFENDANT'S RIGHTS-DWP
NOTIFICATION OF PENALTIES FOR SUBSEQUENT VIOLATION

You have been charged with a DWP, a misdemeanor. A misdemeanor is a crime which can result in a term of imprisonment in the county jail. You are entitled to a copy of the complaint filed against you. If you cannot read, the complaint will be read to you.

If you plead to or are found guilty of driving without privileges (DWP), notwithstanding the form of the judgment(s) or withheld judgment(s), the penalties are as follows:

1. Your **FIRST** DWP violation you:
 - (a) Shall be jailed for a minimum of 2 days and may be jailed for up to 6 months; and
 - (b) May be fined up to \$1,000.00; and
 - (c) May have your driving privileges suspended for an additional 6 months following the end of suspension(s) or revocation(s) existing at the time of the violation.

2. With a **SECOND** violation within 5 years you:
 - (a) Shall be jailed for a mandatory minimum period of 20 days and may be sentenced to not more than 1 year; and
 - (b) May be fined up to \$1,000.00; and
 - (c) May have your driving privileges suspended for an additional one year following the end of any period of suspension(s) or revocation(s) existing at the time of the second violation.

3. A **THIRD** or subsequent violation within 5 years you:
 - (a) Shall be jailed for 30 days and may be sentenced to one year; and
 - (b) May be fined up to \$3,000.00; and
 - (c) May have your driving privileges suspended for an additional two years following the end of any period of suspension(s) or revocation(s) existing at the time of the violation.

The complaint itself is not evidence of your guilt. You have the right to remain silent. Any statement you make can be used against you. Your silence will not be used against you. You have the right to have an attorney represent you at all stages of these proceedings. If you are unable to afford an attorney, you may apply today to the court for appointment of an attorney at public expense. You may be required to repay the county for any services of the public defender.

You have the right to a trial before a jury or you may have a court trial before a judge. At the trial, the prosecution has to prove your guilt beyond a reasonable doubt. You have the right to confront and cross examine (ask questions of) any witness who testifies against you and to subpoena witnesses on your own behalf without expense to you. You have the right to appeal any conviction or sentence to the District Court within 42 days of the conviction.

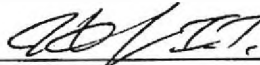
If you are not a citizen of the United States, the entry of a plea or making of factual admissions could have consequences of deportation, removal, inability to obtain legal status in the United States, or denial of an application for United States citizenship.

If you plead **NOT GUILTY**, no comments should be made about the case, and the court will set a trial date and notify you or your attorney of that date.

If you intend to plead **GUILTY** a sentence hearing will be scheduled for you today. At the sentencing you will be given the opportunity to make a statement on your own behalf. In addition to any fines, the court may impose court costs.

I acknowledge that I have read this statement or it has been read to me, and I fully understand its contents.

DATE 5 30 18


Defendant's Signature

Filed: May 30, 2018 at 9:35 AM.
Fourth Judicial District, Ada County
Christopher D. Rich, Clerk of the Court
By: Cortni Welch Deputy Clerk

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

State of Idaho
Plaintiff,
vs.
Illya D Tsar
Defendant.

Case No. CR01-17-16527
Notice of Hearing

NOTICE IS GIVEN That the above-entitled case is set for:

Hearing Type	Date	Time	Judge
Pro-se Arraignment	08/06/2018	9:30 AM	Michael J. Oths

at the: Ada County Courthouse
200 W. Front Street
Boise ID 83702

The Defendant shall be **personally present** at both the pretrial conference and/or the jury trial failure to appear at either the pretrial conference or the jury trial will result in a **bench warrant** for the defendant's **arrest**.

If this is a Status Conference: This is NOT your trial date. If your case cannot be resolved during this hearing, your trial will be set for a later date. Do NOT bring witnesses to this hearing.

CERTIFICATE OF SERVICE

I certify that on this date I served a copy of the attached to:

Boise City Prosecutor- Generic
150 N Capital Blvd
Boise ID 83701
boca@cityofboise.org

By email By mail

Illya D Tsar
77 Marke Dr W
Rochester NY 14606

By mail
 By personal delivery
Clerk CW Date 5/30

Dated: May 30, 2018

By: [Signature]
Defendant

Phone: 503 853 9555

Dated: _____

By: [Signature]
Deputy Clerk Signed: 6/1/2018 10:45 AM



IN COURT NOTICE OF HEARING (ADA COUNTY)

CR01-17-16527
NOTH
Notice of Hearing
714146



MANLAPIT 000367

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT
OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA AUG 06 2018

STATE OF IDAHO,

Plaintiff,

vs.

ILUYA TSAN

Defendant.

MAGISTRATE MINUTES AND NOTICE OF HEARING
PRE-TRIAL MEMORANDUM

Case Number: CR01-18-3310

Event Date: 8/6/18

Judge: KOTYK

Clerk: FK

Case Called: 102818

In Chambers

Interpreter:

AC BC EA GC MC BOSTER PD / Private

Defendant: Present Not Present In Custody PD Appointed PD Denied Waived Attorney

Defendant failed to appear. Bond forfeited/ROR revoked. Bench Warrant issued. Bond \$ 500

Advised Rights Not Guilty Guilty / Admit Written Guilty Plea No Contact Pre-Trial Release Order

FIA - LAST CALL 9:46 AM

INTERVIEW PRESENT

Release Defendant, This Case Only

NOTICE OF HEARING

Sentencing on _____ at _____ am/pm w/ Judge _____

Court Trial Conference on _____ at _____ am/pm w/ Judge _____

Court Trial on _____ at _____ am/pm w/ Judge _____

Pre-Trial Conference on _____ at _____ am/pm w/ Judge _____

Jury Trial on _____ at _____ am/pm w/ Judge _____

_____ on _____ at _____ am/pm w/ Judge _____

Contact the Ada County Public Defender, 200 W. Front St., Rm. 1107, Boise, ID 83702, telephone (208) 287-7400.

You must appear as scheduled above. Failure to do so will result in a warrant being issued for your arrest, or default judgment may be entered if you are charged with an infraction.

ADA COUNTY COURTHOUSE, 200 W. FRONT STREET, BOISE, ID 83702

I hereby certify that copies of this notice were served as follows:

Defendant: Hand Delivered Via Counsel Signature _____

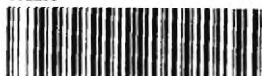
Defense Atty: Hand Delivered Intdept Mail _____

Prosecutor: Hand Delivered Intdept Mail _____

CHRISTOPHER D. RICH, Clerk of the Court

CR01-17-16527
PTME
Pretrial Memorandum
872289

By: _____
Deputy Clerk



Magistrate Judge (for Pre-Trial Memorandum)

DATED 8/6/18

ROBERT B. LUCE
BOISE CITY ATTORNEY

Joshua A. Bishop
Deputy City Attorney
CITY OF BOISE
OFFICE OF THE CITY ATTORNEY
P.O. Box 500
Boise, Idaho 83701-0500
Phone: (208) 608-7950
Idaho State Bar No. 9206
Email: BOCA@cityofboise.org

Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE STATE OF IDAHO,)	
)	
Plaintiff,	)	Case No. CR01-17-16527
)	
v.)	
	)	MOTION TO DISMISS
ILLYA D. TSAR,)	
)	
Defendant.)	
)	

COMES NOW, the state of Idaho, by and through their attorney of record, the Boise City Attorney's Office, and moves to DISMISS the charge herein. The Motion is based upon the following:

1. The defendant is deceased.

DATED this 28 day of September, 2018.

OFFICE OF THE CITY ATTORNEY



Joshua A. Bishop, Deputy City Attorney
Attorneys for Plaintiff

ROBERT B. LUCE
BOISE CITY ATTORNEY

Joshua A. Bishop
Deputy City Attorney
CITY OF BOISE
OFFICE OF THE CITY ATTORNEY
P.O. Box 500
Boise, Idaho 83701-0500
Phone: (208) 608-7950
Idaho State Bar No. 9206
Email: BOCA@cityofboise.org

Attorneys for Plaintiff

**IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA**

THE STATE OF IDAHO,)
)
Plaintiff,)
)
v.)
)
ILLYA D. TSAR,)
)
Defendant.)
_____)

Case No. CR01-17-16527

ORDER TO DISMISS

Having considered the Motion to Dismiss filed with this Court, this case is hereby dismissed.

Dated this _____ Signed: 10/2/2018 03:59 PM



Magistrate

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

State of Idaho
Plaintiff,
vs.
Illya D Tsar
Defendant.

Case No. CR01-17-16527

Notice to Sheriff to Withdraw Warrant
Event Code:

TO THE SHERIFF OF ADA COUNTY, STATE OF IDAHO:

YOU ARE HEREBY NOTIFIED THAT:

1. A warrant of arrest was issued by this court against the above-named defendant signed by MICHAEL J. OTHS; and
2. For reasons listed below, that warrant of arrest should immediately be returned to this court; and
3. Upon receipt of this Notice, you are instructed that said warrant of arrest should not be executed until further notice from this court.

REASON FOR WITHDRAWAL OF WARRANT:

- Warrant Quashed Voluntary Appearance
- Warrant issued in error (requires Judge's approval to withdraw warrant)
- Other: _____

Dated: October 03, 2018

By: *Hillary Ellis*
Deputy Clerk

Approved:

216 _____
Michael J. Oths
Judge




EXHIBIT 22



**Motor Carrier Attachment -
TIT Transport Compliance Review
HWY18FH015
(13 pages)**

Oregon Department of Transportation - Motor Carrier Safety Enforcement

	US DOT # 1725754	Legal: [REDACTED] Operating (DBA): TT TRANSPORTATION					
MC/MX #:	State #: 098107	Federal Tax ID:					
Review Type: Compliance Review (CR)							
Scope: Principal Office	Location of Review/Audit: Company facility in the U. S.		Territory: A				
Operation Types							
Interstate		Intrastate					
Carrier:	HM	N/A	Business: Individual				
Shipper:	N/A	N/A	Gross Revenue: [REDACTED]	for year ending: 12/31/2014			
Cargo Tank:	N/A						
Company Physical Address:							
[REDACTED] PORTLAND, OR 97266							
Contact Name: [REDACTED]							
Phone numbers: (1) [REDACTED]		(2) [REDACTED]	Fax: [REDACTED]				
E-Mail Address:							
Company Mailing Address:							
[REDACTED] PORTLAND, OR 97266							
Carrier Classification							
Other: unauthoriz							
Cargo Classification							
Motor Vehicles							
Hazardous Materials							
9 Miscellaneous HM	Carried	Non-Bulk					
Equipment							
	Owned	Term Leased	Trip Leased		Owned	Term Leased	Trip Leased
Truck Tractor	1	0	0	Trailer	0	1	0
Power units used in the U.S.: 1							
Percentage of time used in the U.S.: 100							
Does carrier transport placardable quantities of HM?				No			
Is an HM Permit required?				N/A			
Driver Information							
	Inter	Intra	Average trip leased drivers/month: 0				
< 100 Miles:			Total Drivers: 1				
>= 100 Miles:	1		CDL Drivers: 1				





TIT TRANSPORTATION ([REDACTED] dba)

U.S. DOT #: 1725754

State #: 098107

Review Date:

03/24/2015

Part A

QUESTIONS regarding this report or the Federal Motor Carrier Safety or Hazardous Materials rules may be addressed to the Office of Motor Carriers at:

Oregon Department of Transportation - Attn: [REDACTED]
12348 N Center Ave, Portland OR 97217
Phone: (971) 673-5888 Fax: (971) 673-5890

This report will be used to assess your safety compliance.

Person(s) Interviewed

Name: Ilyya Tsar

Title: Owner

Name:

Title:





TIT TRANSPORTATION () dba)
 U.S. DOT #: 1725754

State #: 098107

Review Date:
 03/24/2015

Part B Violations

1 FEDERAL ACUTE	Primary: 382.115(a)	Discovered 1	Checked 1	Drivers/Vehicles In Violation 1	Checked 1
Description Failing to implement an alcohol and/or controlled substances testing program on the date the employer begins commercial motor vehicle operations. Example - Trip date 3/4/15 - The carrier did not enroll with a consortium until 3/16/15.					
2 FEDERAL ACUTE	Primary: 383.37(b)	Discovered 1	Checked 1	Drivers/Vehicles In Violation 1	Checked 1
Description Knowingly allowing, requiring, permitting, or authorizing an employee to operate a CMV during any period in which the driver has a CLP or CDL disqualified by a State, has lost the right to operate a CMV in a State, or has been disqualified from operating a CMV. Example - Trip Date 3/4/15 - Vehicle 1997 Freight VIN#1FUYSSEB5VL - Driver is suspended in Oregon (file#					
3 FEDERAL ACUTE	Primary: 387.7(a)	Discovered 1	Checked 1	Drivers/Vehicles In Violation 1	Checked 1
Description Operating a motor vehicle without having in effect the required minimum levels of financial responsibility coverage. Example - Trip Date 3/4/15 - Vehicle 1997 Freight VIN#1FUYSSEB5VL - 10 - Transporting wrecked motor vehicles.					
4 FEDERAL CRITICAL	Primary: 395.8(a)	Discovered 4	Checked 30	Drivers/Vehicles In Violation 1	Checked 1
Description Failing to require driver to make a record of duty status. Example - Trip date 2/22/15, 2/23/15, 2/24/15, 2/25/15. Driver does not have log pages for the seven days prior to an interstate					
5 FEDERAL	Primary: 391.51(b)(1)	Discovered 1	Checked 1	Drivers/Vehicles In Violation 1	Checked 1
Description Failing to maintain driver's employment application in driver's qualification file. Example - First evidence of driving 7/11/14 - Trip date 3/4/15 - No completed application on file.					





TIT TRANSPORTATION () dba)
U.S. DOT #: 1725754

State #: 098107

Review Date:
03/24/2015

Part B Violations

6 FEDERAL	Primary: 391.51(b)(2)	Discovered 1	Checked 1	Drivers/Vehicles In Violation 1	Checked 1
Description Failing to maintain inquiries into driver's driving record in driver's qualification file. Failing to obtain within 30 days of hire, three years of employment and non-employment driving records from each state the driver held a license. - First evidence of driving 7/11/14 - Trip date 3/4/15					
7 FEDERAL	Primary: 391.53(b)(2)	Discovered 1	Checked 1	Drivers/Vehicles In Violation 1	Checked 1
Description Failure to maintain in Driver Investigation History file a copy of the response(s) received for investigations required by paragraphs (d) and (e) of §391.23 from each previous employer, or documentation of good faith efforts to contact them. Example - First evidence of driving 7/11/14 - Trip date 3/4/15 - Driver has previous experience operation a CMV. No background check was completed. No application on file.					
8 STATE	Primary: 823.029(3) CFR Equivalent: 392.2	Discovered 1	Checked 1	Drivers/Vehicles In Violation 1	Checked 1
Description Knowingly or willfully giving a false answer to any question or evading the answer to any such question where the fact inquired of is within the person's knowledge Example - Trip Date 3/4/15 - The carrier stated on his IRP application date 8/22/14, and signed by owner signed by that he was enrolled with "Clean Fleet" as his drug and alcohol testing consortium. Clean fleet shows TIT Transportation was enrolled from 2/2008 until 1/25/2011 but has not been enrolled again until 3/16/2015.					
9 FEDERAL	Primary: 392.9a(a)(1)	Discovered 1	Checked 1	Drivers/Vehicles In Violation 1	Checked 1
Description Operating without the required operating authority (Property, Non-HHG). Example - Trip Date 3/4/15 - Vehicle 1997 Freight VIN#1FUYSSEB5V - Transporting wrecked motor vehicles from Albuquerque, NM to Portland, OR. Authority was revoked on 11/29/2010.					
10 FEDERAL	Primary: 395.8(k)(1)	Discovered 1	Checked 1	Drivers/Vehicles In Violation 1	Checked 1
Description Failing to preserve driver's records of duty status supporting documents for 6 months. Example - Trip date 3/4/15 - Driver was inspected on this day in Utah (UT15KF000218) with BOL# 30594094. Carrier does not have this document.					





TIT TRANSPORTATION ([REDACTED] dba)
U.S. DOT #: 1725754

State #: 098107

Review Date:
03/24/2015

Part B Violations

11 FEDERAL	Primary: 395.13(c)(1)(i)	Discovered 3	Checked 3	Drivers/Vehicles In Violation 1	Checked 1
---------------	--------------------------	-----------------	--------------	---------------------------------------	--------------

Description

Requiring or permitting a driver who has been declared out of service to operate a CMV before that driver may lawfully do so.

Example

[REDACTED] - Trip Date 3/3 - 5/15 - Driver had an OOS violation for operating authority on 3/2/15 inspection# NM3723102213 in New Mexico. Driver did not obtain operating authority and completed another trip ending in Oregon.

Vehicle 1997 Freight VIN#1FUYSSEB5VL [REDACTED] - Transporting wrecked motor vehicles from Albuquerque, NM to Portland, OR. Authority was revoked on 1/29/2010.

OAR 740-100-0060(3)

12 FEDERAL	Primary: 396.3(b)	Discovered 1	Checked 1	Drivers/Vehicles In Violation 1	Checked 1
---------------	-------------------	-----------------	--------------	---------------------------------------	--------------

Description

Failing to keep minimum records of inspection and vehicle maintenance.

Example

[REDACTED] - Trip Date 3/4/15 - Vehicle 1997 Freight VIN#1FUYSSEB5VL [REDACTED]

Safety Fitness Rating Information:		OOS Vehicle (CR): 0	
Total Miles Operated	3,000	Number of Vehicle Inspected (CR):	0
Recordable Accidents	0	OOS Vehicle (MCMIS):	1
Recordable Accidents/Million Miles	0.00	Number of Vehicles Inspected (MCMIS):	2

UNSATISFACTORY	Rating Factors			Acute	Critical
	Factor 1:	C	1	0	
	Factor 2:	U	2	0	
	Factor 3:	U	0	2	
	Factor 4:	S	0	0	
	Factor 5:	S	0	0	
	Factor 6:	S	-	-	

Effective date: The unsatisfactory rating will take effect 60 days after the date of a forthcoming official notice from the Federal Motor Carrier Safety Administration headquarters office in Washington, D.C.

PROHIBITION: Under 49 CFR 385.13, a motor carrier that receives a final safety rating of unsatisfactory is prohibited from operating a commercial motor vehicle as defined in 49 U.S.C. 31132, in interstate or intrastate commerce.

49 U.S.C. 31144 provides that the prohibition takes effect unless the motor carrier, within 60 days of the date of the forthcoming official notice, takes the necessary steps to improve the rating to conditional or satisfactory.

Unless the motor carrier receives an improved rating within 60 days from the date of the forthcoming official notice from Washington, D.C, the motor carrier will be subject to the prohibition in 49 CFR 385.13.

Administrative Review: A motor carrier may appeal its proposed safety rating in a petition filed pursuant to 49 CFR section 385.15 if it believes that the rating is in error and there are factual and procedural issues in dispute. Such appeals must be made within 90 days of the date of the proposed safety rating, but should be made within 15 days of the date of the safety rating notice to allow the FMCSA to issue a written decision before the prohibitions in 49 CFR 385.13 take effect. Appeals filed pursuant to section 385.15 should be addressed to: Chief Safety Officer, Federal Motor Carrier Safety Administration, 400 7th Street, S.W., Washington, DC 20590. The motor carrier will receive a written decision on the petition within 45 days from receipt of the petition





TIT TRANSPORTATION ([REDACTED]) dba)
U.S. DOT #: 1725754

State #: 098107

Review Date:
03/24/2015

Part B Violations

by the Chief Safety Officer. (See 49 CFR 385.15 for additional details.)

Request for change in the rating: At any time, a motor carrier may request, in writing, a change in the rating by providing evidence of corrective actions to the Field Administrator for the FMCSA Service Center in which the carrier maintains its principal place of business. (See 49 CFR 385.17 for additional details).

(Note: Neither a petition to contest the rating nor a request for a change in the rating will delay the effective date of the rating, if unchanged.)





Part B Requirements and/or Recommendations

1. As a result of this evaluation and report of your operation, you may be receiving correspondence and/or proposed legal action that may include time-sensitive documents from the ODOT Motor Carrier Transportation Division.
2. This review will result in a Safety Fitness rating
3. This report contains citations of regulations that are deemed serious in nature and could result in penalties against your company and/or your drivers
4. Ensure you are familiar with the Federal and state safety regulations. A summary of the safety regulations can be found through ODOT's Motor Carrier Education Program at: www.oregon.gov/ODOT/MCT/EDUCATION.shtm
5. To update your company name, address, and/or organization status with ODOT, complete and submit the Application for Motor Carrier Permit, ODOT Form 735-9075. This form can be found online at: www.odot.state.or.us/forms/motcarr/reg/9075fill.pdf.

To update your company name, address, and/or organization status with the FMCSA, complete and submit the Motor Carrier Identification Report, Federal Form MCS-150. The MCS-150 form must be completed and submitted every 24 months. You can also complete the form online at: www.fmcsa.dot.gov/forms/print/r-l-forms.htm.

6. Any driver who begins a trip in interstate commerce must continue to comply with the interstate hours of service regulations for the remainder of the day, and the following 6 to 7 consecutive days. Even if the driver operates exclusively in INTRASTATE commerce during the next 6 to 7 consecutive days, the driver must comply with the INTERSTATE Federal limits during the total 7- or 8-day period.
7. To comply with motor carrier safety regulations, records of duty status must be maintained by the motor carrier for a period of six (6) months. Retention periods will be greater for records of duty if they are utilized for other purposes, such as weight-mile tax reporting, registration and fuel tax reporting. More detailed information can be found on the MCTD website at: [www.oregon.gov/ODOT/MCT/REG.shtml#Record Keeping Requirements](http://www.oregon.gov/ODOT/MCT/REG.shtml#Record_Keeping_Requirements)
8. Maintain all accident information, including government and insurance forms, for three years at your place of business, as prescribed by 390.15(b). Accidents occurring in Oregon and resulting in injury requiring treatment away from the scene or disabling damage to any motor vehicle requiring the vehicle to be towed, shall be reported to ODOT within 30 days. Any fatal accident occurring in Oregon shall be reported to ODOT as soon as possible (the next business day). Use Form 735-32. The form can be located at: www.odot.state.or.us/forms/dmv/32.pdf. You can also report an accident on line at: www.oregontruckingonline.com/accidentrpt/. For further information, phone: (503) 986-3507. Fax: (503) 986-4249.
9. Ensure all supporting documents for drivers' time records (including, but not limited to fuel, repair, toll and other receipts, payroll records, scale tickets, trip and dispatch records, and freight bills) are kept on file for at least 6 months.
10. Records of all motor vehicle operations must be completed and maintained on file. Each record must disclose the origin and destination points, routes traveled, trip dates, beginning and ending odometer readings, and load tickets / bills of lading. More detailed information can be found on the MCTD website at: www.oregon.gov/ODOT/MCT/REG.shtml#Record_Keeping_Requirements
11. Invoices of all fuel purchases must be obtained and maintained on file. Each invoice must disclose the date and location of purchase, vendor, kind of fuel, number of gallons, and ODOT Weight receipt and Tax Identifier number. More detailed information can be found in OAR 740-055-0110 and the MCDT website: www.oregon.gov/ODOT/MCT/REG.shtml#Record_Keeping_Requirements





Part B Requirements and/or Recommendations

12. Ensure all drivers are recording both cities and states on drivers' logs for each change of duty status. This includes, but is not limited to, all loading and unloading sites, weighing locations, truck stops and other fueling locations, and vehicle inspection and repair sites.
13. Require all drivers to prepare complete, accurate records of duty status (drivers' logs) for each day, and to submit them within 13 days. Maintain all duty status records on file, with all supporting documents, for at least 6 months.
14. Ensure all drivers' records of duty status (logs) are accurate. Check them against supporting documents to verify accuracy. Prohibit falsification of logs by any of your drivers. Take appropriate action against drivers who falsify their logs.
15. NOTICE: On March 30, 2004, FMCSA published a final rule requiring employers to review a candidate's safety performance history data within 30 days of hiring a new driver. The final rule enables prospective employers to obtain and use more complete driver safety performance history during the hiring process. Prospective employers are required to, at a minimum, investigate a driver's employment information, accident record, and alcohol and controlled substances history from all employers the driver worked for within the previous 3 years.

All previous employers are required to respond to the investigating employer within 30 days of receiving the investigation request.

16. Ensure each driver's state driving record is obtained within 30 days of hire and review the driving record annually. The driving record must include both employment and non-employment history covering the previous three (3) years. In addition, each driver must annually provide a list of all traffic violations also reviewed by you.
17. Ensure all drivers are fully and properly qualified before operating a commercial motor vehicle. Maintain a complete file for each driver including employment application, copy of CDL and/or road test certificate as applicable, medical examiner's certificate, controlled substances and alcohol tests, driving record, safety performance history (employment, accidents, and controlled substances and alcohol), review of driving record, entry-level certificate, longer combination vehicle certificate, and receipt of drug/alcohol policy.
18. Convictions, accidents and suspensions from a driver's driving record may automatically be obtained through the Oregon DMV's Automated Reporting System (ARS). For more information, visit the DMV website at: www.oregon.gov/odot/dmv/records/business.shtml#ars.
19. MEDICAL CARD
Do not allow any driver to drive unless that driver has been physically re-examined each 24 months, or sooner as required by the medical examiner. Maintain a copy of the Medical Examiner's Certification in the driver qualification file for three years after the date of execution.

MEDICAL EXAMINER

Each medical examination must be conducted by a medical examiner who is listed on the National Registry of Certified Medical Examiners. The National Registry is found on the FMCSA web site at: <https://nationalregistry.fmcsa.dot.gov/NRPublicUI/home.seam>.

20. Obtain the proper amount of liability insurance. Maintain a properly executed Form MCS-90 / MCS-90B on file describing the level of financial responsibility.
21. Ensure that each driver receives a copy of information, requirements, and company policy and procedures for controlled substances and alcohol testing as prescribed by 382.601. Drivers are to certify they have received the





Part B Requirements and/or Recommendations

materials, and their certification is to be kept on file.

22. Ensure all drivers subject to the CDL requirements are enrolled in a controlled substances/alcohol testing program. Random testing is to be administered at an annual rate of at least 50 percent for controlled substances, and at least 10 percent for alcohol. All testing is to be unannounced and reasonably spread throughout the calendar year. All CDL drivers must be scientifically selected for testing and have an equal chance of being selected. Drivers shall be tested as soon as possible within the selection period. When notified of a random test, ensure the driver is tested within the selection period. Once the driver, including an owner/operator, has been informed of the test, the driver must proceed to the test site immediately. Remove drivers no longer employed from the random testing pool.
23. Pre-employment controlled substance test results must be received by your company before the driver-applicant is employed by you. Ensure that a controlled substances test is immediately administered to any current driver who did not receive either a pre-employment test or any other controlled substances test during employment with your company.
24. Understand Why Compliance Saves Time and Money: Compliance with FMCSR's will not only save lives, but also saves your business time and money. Tracking how much your business spends on non-compliance activities can help you understand the many benefits of compliance to your business and why safety is good business.

Document and Follow Through on Action Plans: Document and follow through on action plans to ensure the actions you are taking are creating improvement in safety management and compliance.

NOTICE: 49 CFR Part 391.23 requires prospective employers to, at a minimum, investigate a driver's employment information, crash record, and alcohol and controlled substances history from all employers the driver worked for within the previous 3 years.

The Pre-Employment Screening Program (PSP) is a screening tool that assists motor carriers in investigating crash history and roadside safety performance of prospective drivers. The PSP allows motor carriers to purchase 5 years of crash data and 3 years of roadside inspection data from the Federal Motor Carrier Safety Administration's (FMCSA) Motor Carrier Management Information System (MCMIS). Records are available 24 hours a day via Web request. Motor carriers should visit the following website for more information:
<http://www.psp.fmcsa.dot.gov/Pages/default.aspx>

All motor carriers and truck drivers are needed to fight against terrorism and hijacking. You could be a target. Protect yourself, your trucks, your cargo, and your facilities. Motor carriers should visit the following website for more information: <http://www.fmcsa.dot.gov/documents/Hijacking-Brochure.pdf>

25. 385.15
If you believe the proposed rating is in error and there are factual and procedural issues in dispute, Part 385.15 (copy provided) outlines procedures for petitioning the Federal Motor Carrier Safety Administration for an administrative review of these findings. Your petition should be addressed to:

Chief Safety Officer
Federal Motor Carrier Safety Administration
1200 New Jersey Avenue SE
Washington, DC 20590-0001

385.17
In addition, a request for a revised rating based on corrective actions may be made at any time. Part 385.17 (copy provided) outlines the procedures for such a request. The request must be made in writing, must describe the corrective action taken and must include other documentation that may be relied upon as a basis for the requested change. Address your written request to:

U.S. Department of Transportation





Part B Requirements and/or Recommendations

Federal Motor Carrier Safety Administration
Western Service Center
Golden Hills Office Centre
12600 W. Colfax Ave, Suite B-300
Lakewood, CO 80215
Fax (303) 407-2339

Ensure that a CC copy of the letter is mailed to:

U.S. Department of Transportation
Federal Motor Carrier Safety Administration
Division Administrator
ATTN: [REDACTED]
530 Center Street, NE, Suite 440
Salem, OR 97301
(503) 399-5775
Fax (503) 316-2580

This letter should be submitted as soon as possible. If you have a proposed Unsatisfactory or Conditional Rating the letter must be submitted prior to the effective date of your Unsatisfactory or Conditional Rating.

- 26. Serious violations were recorded on this investigation report. These violations will impact your safety record. Furthermore, these violations may result in a follow-up investigation at a later date unless adequate evidence of corrective action is forwarded to the FMCSA office:

U.S. Department of Transportation
Federal Motor Carrier Safety Administration
Division Administrator
ATTN: [REDACTED]
530 Center Street, NE, Suite 440
Salem, OR 97301
(503) 399-5775
Fax (503) 316-2580

- 27. This review will result in a Proposed Safety Rating. The findings indicate you are currently operating at an unsatisfactory level of safety compliance. A written notice of proposed unsatisfactory rating will be sent to you by the FMCSA via U.S. Mail. If you fail to obtain an improved rating within 60 days of the date that notice is sent, the unsatisfactory rating will become final and you must cease interstate operations.

Information on your compliance status, roadside inspections, regulatory changes, accident countermeasures and hazardous material incident prevention manual is available on the Internet at the Federal Motor Carrier Safety Administration's web site at <http://www.fmcsa.dot.gov/> and <http://www.safer.fmcsa.dot.gov/>.

- 28. CONTROLLED SUBSTANCES AND ALCOHOL BASIC PROCESS BREAKDOWN: Roles and Responsibilities

DESCRIPTION OF PROCESS BREAKDOWN

BASIC SPECIFIC RECOMMENDED REMEDIES

Implement Safety Improvement Practices: The following are recommended practices related to Roles and Responsibilities.

- Ensure that managers are responsible for ascertaining that employees receive training concerning controlled substances and alcohol in accordance with State or Federal regulations and company policy.
- Ensure that managers are responsible for telling employees of a failed test and its implications.
- Regardless of carrier membership in a consortium, ensure that the carrier defines and documents the role and responsibilities of the designated employer representative (DER) in monitoring test procedures and checking results.





Part B Requirements and/or Recommendations

- If the carrier elects to join a consortium, ensure that the respective roles and responsibilities of the carrier and the consortium for controlled-substance and alcohol testing and reporting are defined and documented.

Passenger Carrier Only:

- Designate a manager to collect and evaluate all controlled-substance and alcohol-related customer complaints and their safety implications.

Seek Out Resources:

- You are encouraged to review your company's record at the following website: <http://ai.fmcsa.dot.gov/SMS>. You will need to use your PIN Number that has been provided by the FMCSA.
- Contact industry associations to get resources and ideas on safety improvement practices from other carriers in the industry.

29. UNSAFE DRIVING BASIC PROCESS BREAKDOWN: Qualification and Hiring

DESCRIPTION OF PROCESS BREAKDOWN

BASIC SPECIFIC RECOMMENDED REMEDIES

Implement Safety Improvement Practices: The following are recommended practices related to Qualification and Hiring.

- Ensure that Motor Vehicle Records (MVRs) from States issuing Commercial Driver's Licenses (CDLs) are reviewed for unsafe-driving violations of all prospective drivers for the last three years.
- Ensure that prospective drivers will drive safely by querying applicants, checking with previous employers and references, and obtaining necessary documents regarding drivers' safety performance going back three years. Create a detailed written record of each inquiry.
- Ensure that enough drivers are hired so that the carrier can meet deadlines within Hours-of-Service (HOS) restrictions without speeding.
- Ensure that the employment application captures all information required by the Federal Motor Carrier Safety Regulations (FMCSRs), such as that pertaining to moving violations, prior convictions, and denied employment based on unsafe driving.
- Enhance the recruitment process to identify and attract qualified applicants for the position of safety director and driver, using outside resources such as industry affiliations, recruiters, and consultants for employee searches and referrals.

HAZMAT Carrier Only:

- When questioning applicants and previous employers for HAZMAT-handling positions, check if any physical or stress demands have led to reckless-driving violations.

Seek Out Resources:

- You are encouraged to review your company's record at the following website: <http://ai.fmcsa.dot.gov/SMS>. You will need to use your PIN Number that has been provided by the FMCSA.
- Contact industry associations to get resources and ideas on safety improvement practices from other carriers in the industry.

30. HOS COMPLIANCE BASIC PROCESS BREAKDOWN: Policies and Procedures

DESCRIPTION OF PROCESS BREAKDOWN

BASIC SPECIFIC RECOMMENDED REMEDIES

Implement Safety Improvement Practices: The following are recommended practices related to Policies and Procedures.

- Develop a policy and procedure describing how management will monitor and track logs for falsification.
- Establish a policy that prohibits dispatchers from assigning a load to drivers without hours available to complete





Part B Requirements and/or Recommendations

the load on time.

- Develop a policy stating that drivers should not violate their Hours-of-Service (HOS) Out-of-Service (OOS) order under any circumstances, and immediately contact the carrier when a driver is placed OOS.
- Develop a policy requiring drivers to report their available hours to dispatch during "check-in" calls.
- Develop policies and procedures for ensuring proper retention of Record of Duty Status (RODS) according to regulations.
- Establish a policy requiring drivers to submit copies of all roadside inspections to carrier management within 24 hours.
- Develop a policy stating that drivers are required to submit all Records of Duty Status (RODS) and supporting documentation, such as expense receipts, within 13 days of the end of the trip.
- Establish a policy stating that drivers are required to check with their supervisor, manager, or dispatcher to review their "fit-for-duty" status before starting a job, and that drivers who are ill to the extent that their ability and/or alertness is impaired are prohibited from working on safety-sensitive assignments.
- Develop a written and progressive disciplinary policy focused on taking corrective action to ensure drivers comply with regulations and policies. A progressive disciplinary policy could include, among other things, written warnings, suspensions, or work restrictions, monetary penalties, and termination. This policy should also specify consequences for any carrier official who knowingly and willfully allows Hours-of-Service (HOS) violations.

HAZMAT Carrier Only:

- Develop a clearly written policy and procedures for all personnel involved in accepting loads, assigning drivers, and establishing delivery schedules, taking into account the full operational process and enabling dispatchers to safely manage all types of HAZMAT loads for which the carrier is qualified within Hours of Service (HOS).

Passenger Carrier Only:

- Develop a policy that discourages long-distance trips that depart at night and outlines acceptable route-scheduling procedures.
- Develop a policy that prohibits drivers from deviating from stated itineraries without appropriate management approval, and advise customers of this policy.
- Establish a policy to ensure that drivers enter all compensated time, including time spent working for a non-motor carrier, on their Record of Duty Status (RODS) or prior seven-day duty statement.
- Develop a dispatch policy that discourages use of drivers who have worked various hourly shifts prior to any long-distance trips.

Seek Out Resources:

- You are encouraged to review your company's record at the following website: <http://ai.fmcsa.dot.gov/SMS>. You will need to use your PIN Number that has been provided by the FMCSA.
- Contact industry associations to get resources and ideas on safety improvement practices from other carriers in the industry.



EXHIBIT 23

Enforcement Case Report

Case #: OR-2018-4110-US1664
U.S. DOT #: 2314662
EIN #: 45-5455706
Subject: Krujex Freight Transport Corp
681 SE 29th Terrace
Gresham, OR 97080

Violations	Violation Description	Number Discovered	Number Documented
391.51(b)(2)	Failing to maintain inquiries into driver's driving record in driver's qualification file.	3	1
391.51(b)(7)	Failing to maintain medical examiner's certificate in driver's qualification file.	2	1
395.8(a)(1)(i)	Carrier failed to install and/or require driver to record the driver's duty status using an ELD.	18	3
395.8(e)(1)	Making, or permitting a driver to make, a false report regarding duty status	11	9

Investigation Assigned	7/2/2018	Reviewed by: Warren L. Simpson
Investigation Completed	7/18/2018	Title: Federal Program Manager
Date NOC Served	8/16/2018	Date: 8/14/2018

Safety Investigator's Signature _____

Code #: US1664

Continuation Sheet

DESCRIPTION OF SUBJECT:

This report details the results and consequences of a Comprehensive Investigation into Krujex Freight Transport Corp (KFTC), USDOT #2314662. KFTC is an authorized for-hire, and exempt for-hire, Oregon-based, interstate motor carrier. The motor carrier is registered with the Washington Secretary of State Corporations Division, with Corneliu Visan listed as Governor. The motor carrier largely transports general freight, fresh produce, and refrigerated food. The motor carrier reports currently operating three interstate drivers, one truck tractors, and two trailers. KFTC also reported a gross revenue of \$395,984 for a fiscal year ending on 12/31/2017 and a total of 107,741 miles driven in the previous 12 months. The motor carrier should be knowledgeable of the Federal Motor Carrier Safety Regulations (FMCSR) as they have previously completed a Safety Audit.

REASON FOR CONTACT:

This enforcement case results from a Comprehensive Investigation that was completed on 07/18/2018. That investigation was initially scheduled on 06/29/2018 by David Armstrong, Safety Investigator and Acting Federal Program Manager, FMCSA Washington Division. The investigation was scheduled as the result of a crash that resulted in four fatalities near Boise, ID. After discovering the motor carrier listed an invalid PPOB on their most recent MCS-150, and that the motor carrier's qualifying PPOB was in Oregon, the investigation was transferred from the FMCSA Washington Division to the FMCSA Oregon Division.

ENFORCEMENT REASON:

The investigation revealed that the motor carrier was operating in noncompliance with the FMCSR. Specifically, the motor carrier failed to maintain inquiries into multiple drivers' driving record in their qualification files, failed to maintain medical examiner certificates in multiple drivers' qualification files, failed to require multiple drivers to record their duty status using an electronic logging device, and permitted a driver to make a false record of duty status.

KNOWLEDGE AND WILLFULNESS:

The text and documents below show the motor carrier knows the requirements of the FMCSR:

Krujex Freight Transport Corp completed an MCS-150 on 04/20/2017, certifying familiarity with the FMCSR (see Exhibit A1).

Krujex Freight Transport Corp had a Compliance Review completed by Richard Norton ("SI Norton"), Safety Investigator, Federal Motor Carrier Safety Administration Oregon Division, completed on 07/18/2018 (see Exhibit A2).

DEFENSES:

None.

ADDITIONAL INFORMATION:

Unless otherwise noted, Owner Corneliu Visan provided all the documents requested for this investigation.

EXHIBIT A

SUBJECT : Krujex Freight Transport Corp

CASE NUMBER : OR-2018-4110-US1664

1. A photocopy of the motor carrier's biennial update to their MCS-150, completed on 04/20/2017, certifying that Krujex Freight Transport Corp is familiar with the FMCSR. This MCS-150 was obtained from MCMIS by SI Norton.
2. A photocopy of the motor carrier's Compliance Review, completed by SI Norton on 07/18/2018, documenting the violations described in this enforcement case.

EXHIBIT B

SUBJECT : Krujex Freight Transport Corp

CASE NUMBER : OR-2018-4110-US1664

1. A photocopy of Driver (b) (6), (b) (7)(C) record of duty status on 06/17/2018.
2. A photocopy of Driver (b) (6), (b) (7)(C) load sheets from 06/17/2018 (Trip #1700676).
3. A photocopy of the motor carrier's driver and vehicle list.
4. A photocopy of the National Highway Traffic Safety Administration (NHTSA) report for VIN#1FUJGLBG9ASAV8315.
5. A photocopy of Driver (b) (6), (b) (7)(C) paper record of duty status for 05/30/2018 - 06/05/2018 and 06/07/2018.
6. A photocopy of the 150 air-mile radius map from Yakima, WA, used for the agricultural operations exemption. This map was obtained from PCMLER by SI Norton.
7. A photocopy of Driver (b) (6), (b) (7)(C) load sheets from 05/30/2018 - 06/05/2018, and 06/07/2018.
8. A photocopy of the lease agreement between TEC Equipment, Inc. and Krujex Freight Transport Corp for Unit #101204.
9. A photocopy of the NHTSA report for VIN#4V4NC9EH5KN905327. This report was obtained from the NHTSA website by SI Norton.
10. A photocopy of the load sheets for Driver (b) (6), (b) (7)(C) for 06/09/2018 - 06/11/2018.
11. A photocopy of the signed statement from Owner Corneliu Visan indicating that from 06/09/2018 - 06/11/2018, Krujex Freight Transport Corp used Driver (b) (6), (b) (7)(C) to operate a commercial motor vehicle in interstate commerce in violation of 49 CFR Part 395.8(a)(1)(i).
12. A photocopy of the GPS records for Unit #101204.
13. A photocopy of the signed statement from Owner Corneliu Visan indicating that Krujex Freight Transport Corp permitted Driver (b) (6), (b) (7)(C) to make false reports of duty status, in violation of 49 CFR Part 395.8(e)(1), on the nine trip dates charged in this Notice of Claim.

SUBJECT : Krujex Freight Transport Corp

CASE NUMBER : OR-2018-4110-US1664

Violation --- 49 CFR 391.51(b)(2) - Failing to maintain inquiries into driver's driving record in driver's qualification file.

CHARGE

On or about 06/17/2018, Krujex Freight Transport Corp used driver (b) (6), (b) (7)(C) to drive a commercial motor vehicle in interstate commerce from Milford, MA to Newberg, OR. At the time of this transportation the carrier did not properly maintain a qualification file for the driver (b) (6), (b) (7)(C) as required. A copy of the Driving Record required by 391.23(a)(1) was not included.

SUPPORTING DOCUMENTS

1. See Exhibit B1 for (b) (6), (b) (7)(C) record of duty status, which show the driver operated a commercial motor vehicle (Unit #11) in interstate commerce from Milford, MA to Newberg, OR via Hathaway, MT on 06/17/2018.
2. See Exhibit B2 for Driver (b) (6), (b) (7)(C) load sheets from 06/17/2018 (Trip #1700676), which verify that the driver was operating in interstate commerce from Milford, MA to Newberg, OR.
3. See Exhibit B3 for a photocopy of the motor carrier's driver and vehicle list, which shows VIN#1FUJGLBG9ASAV8315 corresponds with Unit #11, the commercial motor vehicle operated by Driver (b) (6), (b) (7)(C) on 06/17/2018.
4. See Exhibit B4 for a photocopy of the National Highway Traffic Safety Administration (NHTSA) report for VIN#1FUJGLBG9ASAV8315, which shows the vehicle was subject to Part 391 requirements.
5. A photocopy of the signed statement by Owner Corneliu Visan, dated 07/18/2018, acknowledging that on 06/17/2018, Krujex Freight Transport Corp allowed Driver (b) (6), (b) (7)(C) to drive a commercial motor vehicle in interstate commerce in violation of 49 CFR 391.51(b)(2).

SUBJECT : Krujex Freight Transport Corp

CASE NUMBER : OR-2018-4110-US1664

Violation --- 49 CFR 391.51(b)(7) - Failing to maintain medical examiner's certificate in driver's qualification file.

CHARGE

On or about 06/17/2018, Krujex Freight Transport Corp used driver (b) (6), (b) (7)(C) to drive a commercial motor vehicle in interstate commerce from Milford, MA to Newberg, WA. At the time of this transportation the carrier did not properly maintain a qualification file for the driver (b) (6), (b) (7)(C) as required. The Medical Examiner's Certificate required by 391.43(g) was missing/not included.

SUPPORTING DOCUMENTS

1. See Exhibit B1 for (b) (6), (b) (7)(C) record of duty status, which show the driver operated a commercial motor vehicle (Unit #11) in interstate commerce from Milford, MA to Newberg, OR via Hathaway, MT on 06/17/2018.
2. See Exhibit B2 for Driver (b) (6), (b) (7)(C) load sheets from 06/17/2018 (Trip #1700676), which verify that the driver was operating in interstate commerce from Milford, MA to Newberg, OR.
3. See Exhibit B3 for a photocopy of the motor carrier's driver and vehicle list, which shows VIN#1FUJGLBG9ASAV8315 corresponds with Unit #11, the commercial motor vehicle operated by Driver (b) (6), (b) (7)(C) on 06/17/2018.
4. See Exhibit B4 for a photocopy of the National Highway Traffic Safety Administration (NHTSA) report for VIN#1FUJGLBG9ASAV8315, which shows the vehicle was subject to Part 391 requirements.
5. A photocopy of the signed statement by Owner Corneliu Visan, dated 07/18/2018, acknowledging that on 06/17/2018, Krujex Freight Transport Corp allowed Driver (b) (6), (b) (7)(C) to drive a commercial motor vehicle in interstate commerce in violation of 49 CFR 391.51(b)(7).

SUBJECT : Krujex Freight Transport Corp

CASE NUMBER : OR-2018-4110-US1664

Violation --- 49 CFR 395.8(a)(1)(i) - Carrier failed to install and/or require driver to record the driver's duty status using an ELD.

CHARGE

On or about 06/09/2018, Krujex Freight Transport Corp, used driver, (b) (6), (b) (7)(C) to drive a commercial motor vehicle in interstate commerce from Londonderry, NH to Portland, OR, without requiring the driver to prepare a record of duty status using an ELD for that date.

SUPPORTING DOCUMENTS

1. See Exhibit B5 for a photocopy of Driver (b) (6), (b) (7)(C) paper record of duty status for 05/30/2018 - 06/05/2018, and 06/07/2018, showing the driver utilized all eight exempted days in the 30-day period from 05/18/2018 - 06/16/2018. The records of duty status from 05/30/2018 - 06/05/2018 indicate that the driver was outside the 150 air-mile radius from Yakima, WA, the source of the agricultural commodity.
2. See Exhibit B6 for a photocopy of the 150 air-mile radius map, used for the agricultural operations exemption, from Yakima, WA.
3. See Exhibit B7 for a photocopy of Driver (b) (6), (b) (7)(C) load sheets from 05/30/2018 - 06/05/2018, and 06/07/2018, showing the driver was operating in interstate commerce and was not transporting livestock.
4. See Exhibit B8 for a photocopy of the lease agreement between TEC Equipment, Inc. and Krujex Freight Transport Corp for Unit #101204, the vehicle operated by Driver (b) (6), (b) (7)(C) from 05/24/2018 - 06/16/2018. The agreement shows the vehicle (VIN# 4V4NC9EH5KN905327) was subject to ELD requirements, as a model year 2019 Volvo truck tractor.
5. See Exhibit B9 for a photocopy of the NHTSA report for VIN#4V4NC9EH5KN905327, which shows the vehicle operated by Driver (b) (6), (b) (7)(C) was subject to Part 395 requirements.
6. See Exhibit B10 for a photocopy of the load sheets for Driver (b) (6), (b) (7)(C) for 06/09/2018, which show the driver operated in interstate commerce and was subject to ELD requirements. The load sheets show the driver was not operating under the agricultural operations exemption and was not operating as a livestock transporter.
7. A photocopy of Driver (b) (6), (b) (7)(C) paper record of duty status on 06/09/2018, which show the driver did not use an ELD to record his duty status.
8. See Exhibit B11 for a photocopy of the signed statement from Owner Corneliu Visan indicating that on 06/09/2018, Krujex Freight Transport Corp used Driver (b) (6), (b) (7)(C) to operate a commercial motor vehicle in interstate commerce in violation of 49 CFR Part 395.8(a)(1)(i).

SUBJECT : Krujex Freight Transport Corp

CASE NUMBER : OR-2018-4110-US1664

Violation --- 49 CFR 395.8(e)(1) - Making, or permitting a driver to make, a false report regarding duty status

CHARGE

On or about 05/30/2018, Krujex Freight Transport Corp used driver, (b) (6), (b) (7)(C), to drive a commercial motor vehicle in interstate commerce from Yakima, WA to Methuen, MA via Rock Springs, WY. The driver made a false report of duty activities on the record of duty status for that date. The driver's record of duty status is false because GPS records show driving for 4 hours and 34 minutes between 8:42 PM PST and 1:16 AM PST the next day. The driver's log shows sleeper berth between 10:30 PM PST - 12:00 AM PST the next day.

SUPPORTING DOCUMENTS

1. See Exhibit B5 for a photocopy of Driver (b) (6), (b) (7)(C) paper record of duty status for 05/30/2018. The driver's log shows sleeper berth between 10:30 PM PST - 12:00 AM PST.
2. See Exhibit B7 for a photocopy of Driver (b) (6), (b) (7)(C) load sheets for 05/30/2018, showing the driver was operating in interstate commerce.
3. See Exhibit B8 for a photocopy of the lease agreement between TEC Equipment, Inc. and Krujex Freight Transport Corp for Unit #101204, the vehicle operated by Driver (b) (6), (b) (7)(C) from 05/24/2018 - 06/16/2018. The agreement shows Driver (b) (6), (b) (7)(C) was operating vehicle VIN#4V4NC9EH5KN905327.
4. See Exhibit B9 for a photocopy of the NHTSA report for VIN#4V4NC9EH5KN905327, which shows the vehicle operated by Driver (b) (6), (b) (7)(C) was subject to Part 395 requirements.
5. See Exhibit B12 for a photocopy of the GPS records for Unit #101204 on 05/30/2018, which show driving for 4 hours and 34 minutes between 8:42 PM PST and 1:16 AM PST the next day.
6. See Exhibit B13 for a photocopy of the signed statement from Owner Corneliu Visan indicating that Krujex Freight Transport Corp permitted Driver (b) (6), (b) (7)(C) to make false reports of duty status, in violation of 49 CFR Part 395.8(e)(1), on 05/30/2018.

SUBJECT : Krujex Freight Transport Corp

CASE NUMBER : OR-2018-4110-US1664

Violation --- 49 CFR 395.8(e)(1) - Making, or permitting a driver to make, a false report regarding duty status

CHARGE

On or about 06/01/2018, Krujex Freight Transport Corp used driver, (b) (6), (b) (7)(C), to drive a commercial motor vehicle in interstate commerce from Yakima, WA to Methuen, MA via Utica, IL. The driver made a false report of duty activities on the record of duty status for that date. The driver's record of duty status is false because GPS records show driving for 3 hours and 27 minutes between 5:30 PM PST and 8:57 PM PST. The driver's log shows off-duty from 7:30 PM PST to 12:00 AM PST the next day.

SUPPORTING DOCUMENTS

1. See Exhibit B5 for a photocopy of Driver (b) (6), (b) (7)(C) paper record of duty status for 06/01/2018. The driver's log shows off-duty from 7:30 PM PST - 12:00 AM PST.
2. See Exhibit B7 for a photocopy of Driver (b) (6), (b) (7)(C) load sheets for 06/01/2018, showing the driver was operating in interstate commerce.
3. See Exhibit B8 for a photocopy of the lease agreement between TEC Equipment, Inc. and Krujex Freight Transport Corp for Unit #101204, the vehicle operated by Driver (b) (6), (b) (7)(C) from 05/24/2018 - 06/16/2018. The agreement shows Driver (b) (6), (b) (7)(C) was operating vehicle VIN#4V4NC9EH5KN905327.
4. See Exhibit B9 for a photocopy of the NHTSA report for VIN#4V4NC9EH5KN905327, which shows the vehicle operated by Driver (b) (6), (b) (7)(C) was subject to Part 395 requirements.
5. See Exhibit B12 for a photocopy of the GPS records for Unit #101204 on 06/01/2018, which show driving for 3 hours and 27 minutes between 5:30 PM PST and 8:57 PM PST.
6. See Exhibit B13 for a photocopy of the signed statement from Owner Corneliu Visan indicating that Krujex Freight Transport Corp permitted Driver (b) (6), (b) (7)(C) to make false reports of duty status, in violation of 49 CFR Part 395.8(e)(1), on 06/01/2018.

SUBJECT : Krujex Freight Transport Corp

CASE NUMBER : OR-2018-4110-US1664

Violation --- 49 CFR 395.8(e)(1) - Making, or permitting a driver to make, a false report regarding duty status

CHARGE

On or about 06/03/2018, Krujex Freight Transport Corp used driver, [REDACTED], to drive a commercial motor vehicle in interstate commerce from Yakima, WA to Methuen, MA via Rochester, NY. The driver made a false report of duty activities on the record of duty status for that date. The driver's record of duty status is false because GPS records show 1 hour and 53 minutes driving time between 4:50 PM PST and 6:44 PM PST. The driver's log shows off-duty in Rochester, NY from 12:00 AM PST to 7:00 PM PST.

SUPPORTING DOCUMENTS

1. See Exhibit B5 for a photocopy of Driver [REDACTED] paper record of duty status for 06/03/2018. The driver's log shows off-duty in Rochester, NY from 12:00 AM PST to 7:00 PM PST.
2. See Exhibit B7 for a photocopy of Driver [REDACTED] load sheets for 06/03/2018, showing the driver was operating in interstate commerce.
3. See Exhibit B8 for a photocopy of the lease agreement between TEC Equipment, Inc. and Krujex Freight Transport Corp for Unit #101204, the vehicle operated by Driver [REDACTED] from 05/24/2018 - 06/16/2018. The agreement shows Driver [REDACTED] was operating vehicle VIN#4V4NC9EH5KN905327.
4. See Exhibit B9 for a photocopy of the NHTSA report for VIN#4V4NC9EH5KN905327, which shows the vehicle operated by Driver [REDACTED] was subject to Part 395 requirements.
5. See Exhibit B12 for a photocopy of the GPS records for Unit #101204 on 06/03/2018, which show driving for 1 hour and 53 minutes driving time between 4:50 PM PST and 6:44 PM PST.
6. See Exhibit B13 for a photocopy of the signed statement from Owner Corneliu Visan indicating that Krujex Freight Transport Corp permitted Driver [REDACTED] to make false reports of duty status, in violation of 49 CFR Part 395.8(e)(1), on 06/03/2018.

SUBJECT : Krujex Freight Transport Corp

CASE NUMBER : OR-2018-4110-US1664

Violation --- 49 CFR 395.8(e)(1) - Making, or permitting a driver to make, a false report regarding duty status

CHARGE

On or about 06/04/2018, Krujex Freight Transport Corp used driver, (b) (6), (b) (7)(C), to drive a commercial motor vehicle in interstate commerce from Yakima, WA to Methuen, MA. The driver made a false report of duty activities on the record of duty status for that date. The driver's record of duty status is false because GPS records show driving for 1 hour and 6 minutes between 3:00 PM PST and 4:06 PM PST. The driver's log shows sleeper berth between 3:00 PM and 4:00 PM PST.

SUPPORTING DOCUMENTS

1. See Exhibit B5 for a photocopy of Driver (b) (6), (b) (7)(C) paper record of duty status for 06/04/2018. The driver's log shows sleeper berth between 3:00 PM and 4:00 PM PST.
2. See Exhibit B7 for a photocopy of Driver (b) (6), (b) (7)(C) load sheets for 06/04/2018, showing the driver was operating in interstate commerce.
3. See Exhibit B8 for a photocopy of the lease agreement between TEC Equipment, Inc. and Krujex Freight Transport Corp for Unit #101204, the vehicle operated by Driver (b) (6), (b) (7)(C) from 05/24/2018 - 06/16/2018. The agreement shows Driver (b) (6), (b) (7)(C) was operating vehicle VIN#4V4NC9EH5KN905327.
4. See Exhibit B9 for a photocopy of the NHTSA report for VIN#4V4NC9EH5KN905327, which shows the vehicle operated by Driver (b) (6), (b) (7)(C) was subject to Part 395 requirements.
5. See Exhibit B12 for a photocopy of the GPS records for Unit #101204 on 06/04/2018, which show driving for 1 hour and 6 minutes between 3:00 PM PST and 4:06 PM PST.
6. See Exhibit B13 for a photocopy of the signed statement from Owner Corneliu Visan indicating that Krujex Freight Transport Corp permitted Driver (b) (6), (b) (7)(C) to make false reports of duty status, in violation of 49 CFR Part 395.8(e)(1), on 06/04/2018.

SUBJECT : Krujex Freight Transport Corp

CASE NUMBER : OR-2018-4110-US1664

Violation --- 49 CFR 395.8(e)(1) - Making, or permitting a driver to make, a false report regarding duty status

CHARGE

On or about 06/07/2018, Krujex Freight Transport Corp used driver, (b) (6), (b) (7)(C), to drive a commercial motor vehicle in interstate commerce from Londonderry, NH to Dwight, IL. The driver made a false report of duty activities on the record of duty status for that date. The driver's record of duty status is false because GPS records show driving for 2 hours and 45 minutes between 9:41 PM PST and 12:26 AM PST the next day. The driver's log shows sleeper berth from 4:30 PM PST to 5:00 AM PST the next day.

SUPPORTING DOCUMENTS

1. See Exhibit B5 for a photocopy of Driver (b) (6), (b) (7)(C) paper record of duty status for 06/07/2018. The driver's log shows sleeper berth from 4:30 PM PST to 5:00 AM PST the next day.
2. See Exhibit B7 for a photocopy of Driver (b) (6), (b) (7)(C) load sheets for 06/07/2018, showing the driver was operating in interstate commerce.
3. See Exhibit B8 for a photocopy of the lease agreement between TEC Equipment, Inc. and Krujex Freight Transport Corp for Unit #101204, the vehicle operated by Driver (b) (6), (b) (7)(C) from 05/24/2018 - 06/16/2018. The agreement shows Driver (b) (6), (b) (7)(C) was operating vehicle VIN#4V4NC9EH5KN905327.
4. See Exhibit B9 for a photocopy of the NHTSA report for VIN#4V4NC9EH5KN905327, which shows the vehicle operated by Driver (b) (6), (b) (7)(C) was subject to Part 395 requirements.
5. See Exhibit B12 for a photocopy of the GPS records for Unit #101204 on 06/07/2018, which show driving for 2 hours and 45 minutes between 9:41 PM PST and 12:26 AM PST the next day.
6. See Exhibit B13 for a photocopy of the signed statement from Owner Corneliu Visan indicating that Krujex Freight Transport Corp permitted Driver (b) (6), (b) (7)(C) to make false reports of duty status, in violation of 49 CFR Part 395.8(e)(1), on 06/07/2018.

SUBJECT : Krujex Freight Transport Corp

CASE NUMBER : OR-2018-4110-US1664

Violation --- 49 CFR 395.8(e)(1) - Making, or permitting a driver to make, a false report regarding duty status

CHARGE

On or about 06/09/2018, Krujex Freight Transport Corp used driver (b) (6), (b) (7)(C), to drive a commercial motor vehicle in interstate commerce from Londonderry, NH to Portland, OR via North Platte, NE. The driver made a false report of duty activities on the record of duty status for that date. The driver's record of duty status is false because GPS records show 9 hours and 41 minutes driving time between 6:39 PM PST and 4:21 AM PST the next day. The driver's log shows sleeper berth from 3:00 PM PST to 1:00 AM PST the next day.

SUPPORTING DOCUMENTS

1. A photocopy of Driver (b) (6), (b) (7)(C) paper record of duty status for 06/09/2018. The driver's log shows sleeper berth from 3:00 PM PST to 1:00 AM PST the next day.
2. See Exhibit B8 for a photocopy of the lease agreement between TEC Equipment, Inc. and Krujex Freight Transport Corp for Unit #101204, the vehicle operated by Driver (b) (6), (b) (7)(C) from 05/24/2018 - 06/16/2018. The agreement shows Driver (b) (6), (b) (7)(C) was operating vehicle VIN#4V4NC9EH5KN905327.
3. See Exhibit B9 for a photocopy of the NHTSA report for VIN#4V4NC9EH5KN905327, which shows the vehicle operated by Driver (b) (6), (b) (7)(C) was subject to Part 395 requirements.
4. See Exhibit B10 for a photocopy of Driver (b) (6), (b) (7)(C) load sheets for 06/09/2018, showing the driver was operating in interstate commerce.
5. See Exhibit B12 for a photocopy of the GPS records for Unit #101204 on 06/09/2018, which show 9 hours and 41 minutes driving time between 6:39 PM PST and 4:21 AM PST the next day
6. See Exhibit B13 for a photocopy of the signed statement from Owner Corneliu Visan indicating that Krujex Freight Transport Corp permitted Driver (b) (6), (b) (7)(C) to make false reports of duty status, in violation of 49 CFR Part 395.8(e)(1), on 06/09/2018.

SUBJECT : Krujex Freight Transport Corp

CASE NUMBER : OR-2018-4110-US1664

Violation --- 49 CFR 395.8(e)(1) - Making, or permitting a driver to make, a false report regarding duty status

CHARGE

On or about 06/10/2018, Krujex Freight Transport Corp used driver, (b) (6), (b) (7)(C), to drive a commercial motor vehicle in interstate commerce from Londonderry, NH to Portland, OR via Bliss, ID. The driver made a false report of duty activities on the record of duty status for that date. The driver's record of duty status is false because GPS records show 3 hours and 5 minutes of driving time between 2:57 PM PST and 6:02 PM PST. The driver's log shows sleeper berth from 1:00 PM PST and 12:00 AM PST the next day.

SUPPORTING DOCUMENTS

1. A photocopy of Driver (b) (6), (b) (7)(C) paper record of duty status for 06/10/2018. The driver's log shows sleeper berth from 1:00 PM PST and 12:00 AM PST the next day.
2. See Exhibit B8 for a photocopy of the lease agreement between TEC Equipment, Inc. and Krujex Freight Transport Corp for Unit #101204, the vehicle operated by Driver (b) (6), (b) (7)(C) from 05/24/2018 - 06/16/2018. The agreement shows Driver (b) (6), (b) (7)(C) was operating vehicle VIN#4V4NC9EH5KN905327.
3. See Exhibit B9 for a photocopy of the NHTSA report for VIN#4V4NC9EH5KN905327, which shows the vehicle operated by Driver (b) (6), (b) (7)(C) was subject to Part 395 requirements.
4. See Exhibit B10 for a photocopy of Driver (b) (6), (b) (7)(C) load sheets for 06/10/2018, showing the driver was operating in interstate commerce.
5. See Exhibit B12 for a photocopy of the GPS records for Unit #101204 on 06/10/2018, which show 3 hours and 5 minutes of driving time between 2:57 PM PST and 6:02 PM PST.
6. See Exhibit B13 for a photocopy of the signed statement from Owner Corneliu Visan indicating that Krujex Freight Transport Corp permitted Driver (b) (6), (b) (7)(C) to make false reports of duty status, in violation of 49 CFR Part 395.8(e)(1), on 06/10/2018.

SUBJECT : Krujex Freight Transport Corp

CASE NUMBER : OR-2018-4110-US1664

Violation --- 49 CFR 395.8(e)(1) - Making, or permitting a driver to make, a false report regarding duty status

CHARGE

On or about 06/11/2018, Krujex Freight Transport Corp used driver, (b) (6), (b) (7)(C), to drive a commercial motor vehicle in interstate commerce from Londonderry, NH to Portland, OR via Grandview, WA. The driver made a false report of duty activities on the record of duty status for that date. The driver's record of duty status is false because GPS records show idling for 2 hours and 57 minutes in Grandview, WA from 4:16 PM PST to 7:13 PM PST. The driver's bill of lading also shows a delivery scheduled at 5:30 PM PST. The driver's log shows off duty from 4:30 AM PST to 12:00 AM PST the next day.

SUPPORTING DOCUMENTS

1. A photocopy of Driver (b) (6), (b) (7)(C) paper record of duty status for 06/11/2018. The driver's log shows off duty from 4:30 AM PST to 12:00 AM PST the next day.
2. See Exhibit B8 for a photocopy of the lease agreement between TEC Equipment, Inc. and Krujex Freight Transport Corp for Unit #101204, the vehicle operated by Driver (b) (6), (b) (7)(C) from 05/24/2018 - 06/16/2018. The agreement shows Driver (b) (6), (b) (7)(C) was operating vehicle VIN#4V4NC9EH5KN905327.
3. See Exhibit B9 for a photocopy of the NHTSA report for VIN#4V4NC9EH5KN905327, which shows the vehicle operated by Driver (b) (6), (b) (7)(C) was subject to Part 395 requirements.
4. See Exhibit B10 for a photocopy of Driver (b) (6), (b) (7)(C) load sheets for 06/11/2018, showing the driver was operating in interstate commerce. The load sheets show a delivery scheduled for 5:30 PM PST in Grandview, WA.
5. See Exhibit B12 for a photocopy of the GPS records for Unit #101204 on 06/11/2018, which show idling for 2 hours and 57 minutes in Grandview, WA from 4:16 PM PST to 7:13 PM PST
6. See Exhibit B13 for a photocopy of the signed statement from Owner Corneliu Visan indicating that Krujex Freight Transport Corp permitted Driver (b) (6), (b) (7)(C) to make false reports of duty status, in violation of 49 CFR Part 395.8(e)(1), on 06/11/2018.

SUBJECT : Krujex Freight Transport Corp

CASE NUMBER : OR-2018-4110-US1664

Violation --- 49 CFR 395.8(e)(1) - Making, or permitting a driver to make, a false report regarding duty status

CHARGE

On or about 06/12/2018, Krujex Freight Transport Corp used driver, (b) (6), (b) (7)(C) to drive a commercial motor vehicle in interstate commerce from Londonderry, NH to Portland, OR. The driver made a false report of duty activities on the record of duty status for that date. The driver's record of duty status is false because GPS records show 1 hour and 47 minutes driving time between 12:58 AM PST and 2:46 AM PST. The driver's log shows off-duty all day.

SUPPORTING DOCUMENTS

1. A photocopy of Driver (b) (6), (b) (7)(C) paper record of duty status for 06/12/2018. The driver's log shows off-duty all day.
2. A photocopy of Driver (b) (6), (b) (7)(C) load sheets for 06/12/2018, showing the driver was operating in interstate commerce.
3. See Exhibit B8 for a photocopy of the lease agreement between TEC Equipment, Inc. and Krujex Freight Transport Corp for Unit #101204, the vehicle operated by Driver (b) (6), (b) (7)(C) from 05/24/2018 - 06/16/2018. The agreement shows Driver (b) (6), (b) (7)(C) was operating vehicle VIN#4V4NC9EH5KN905327.
4. See Exhibit B9 for a photocopy of the NHTSA report for VIN#4V4NC9EH5KN905327, which shows the vehicle operated by Driver (b) (6), (b) (7)(C) was subject to Part 395 requirements.
5. See Exhibit B12 for a photocopy of the GPS records for Unit #101204 on 06/12/2018, which show 1 hour and 47 minutes driving time between 12:58 AM PST and 2:46 AM PST.
6. See Exhibit B13 for a photocopy of the signed statement from Owner Corneliu Visan indicating that Krujex Freight Transport Corp permitted Driver (b) (6), (b) (7)(C) to make false reports of duty status, in violation of 49 CFR Part 395.8(e)(1), on 06/12/2018.

EXHIBIT 24

Transmission Log

DOT Tuesday, 2018-08-21 11:40 1

Date	Time	Type	Job #	Length	Speed	Fax Name/Number	Pgs	Status
2018-08-21	11:39	SCAN	00644	0:30	14400	913605243981	1	OK -- V.17 AB31



U.S. Department of
Transportation

Federal Motor Carrier
Safety Administration

Western Service Center

FAX # 3605243981

August 21, 2018

KRUJEX FREIGHT TRANSPORT CORP
13215-C8 SE MILL PLAIN BLVD #112
VANCOUVER, WA. 98684

Golden Hill Office Centre
12600 W. Colfax Ave. Suite B-300
Lakewood, CO 80215

Phone: (303) 407-2350
Fax: (303) 407-2339

Re: Request for Change in Safety Rating under 49 CFR § 385.17
Safety Rating Case Number OR-2018-5061-UNFIT

Dear Sir or Madam:

This is in response to your request to upgrade the safety fitness rating of KRUJEX FREIGHT TRANSPORT CORP, USDOT Number 2314662, based on corrective actions.

A Compliance Review conducted at KRUJEX FREIGHT TRANSPORT CORP on July 18, 2018, resulted in a proposed Safety Fitness Rating of **Unsatisfactory**.

In accordance with 49 CFR § 385.17, KRUJEX FREIGHT TRANSPORT CORP requested a change in its safety fitness rating on August 1, 2018. Based upon review of the evidence of corrective action submitted on August 21, 2018, the request is **granted**, and the safety rating of KRUJEX FREIGHT TRANSPORT CORP is changed to **CONDITIONAL**.

If you have any questions, you may contact the Western Service Center and ask for the Enforcement Team representative at (303) 407-2350.

Sincerely,

Terry D. Wolf, Field Administrator
Federal Motor Carrier Safety Administration
Western Service Center

cc: Andrew Eno, Division Administrator



U.S. Department of
Transportation

**Federal Motor Carrier
Safety Administration**

Western Service Center

FAX # 3605243981

August 21, 2018

KRUJEX FREIGHT TRANSPORT CORP
13215-C8 SE MILL PLAIN BLVD #112
VANCOUVER, WA, 98684

Golden Hill Office Centre
12600 W. Colfax Ave. Suite B-300
Lakewood, CO 80215

Phone: (303) 407-2350

Fax: (303) 407-2339

Re: Request for Change in Safety Rating under 49 CFR § 385.17
Safety Rating Case Number OR-2018-5061-UNFIT

Dear Sir or Madam:

This is in response to your request to upgrade the safety fitness rating of KRUJEX FREIGHT TRANSPORT CORP, USDOT Number 2314662, based on corrective actions.

A Compliance Review conducted at KRUJEX FREIGHT TRANSPORT CORP on July 18, 2018, resulted in a proposed Safety Fitness Rating of **Unsatisfactory**.

In accordance with 49 CFR § 385.17, KRUJEX FREIGHT TRANSPORT CORP requested a change in its safety fitness rating on August 1, 2018. Based upon review of the evidence of corrective action submitted on August 21, 2018, the request is **granted**, and the safety rating of KRUJEX FREIGHT TRANSPORT CORP is changed to **CONDITIONAL**.

If you have any questions, you may contact the Western Service Center and ask for the Enforcement Team representative at (303) 407-2350.

Sincerely,

Terry D. Wolf, Field Administrator
Federal Motor Carrier Safety Administration
Western Service Center

cc: Andrew Eno, Division Administrator

MANLAPIT 000408



U.S. Department
Of Transportation
Federal Motor Carrier
Safety Administration

Memorandum

Subject: Recommendation to **Approve** Upgrade Request of Safety Rating Date: August 21, 2018
Krujex Transport Corp
USDOT# 2314662

From: Andrew E. Eno
Division Administrator
Salem, Oregon

In Reply Refer To: MC-EFW-OR-FPM

To: Terry Wolfe
Field Administrator
Lakewood, Colorado

Our office has reviewed the 385.17 upgrade request documentation from the motor carrier, dated August 1, 2018, and other material used to monitor the motor carrier's operational safety performance.

The motor carrier addressed the violations identified in the most recent Compliance Review (CR), dated July 18, 2018. The corrections to the company's compliance posture with respect to critical/acute violations are noted below.

Analysis of the Safety Rating Methodology

Factor One / CFR Parts 387, 390:

There were no critical/acute violations in this factor.

Factor Two / CFR Parts 382, 383, 391:

1. **391.51(b)(2)** - The motor carrier submitted documentation in its 385.17 upgrade request, which indicated that it didn't have an effective process in place to ensure all drivers were properly reviewed for driver qualification (DQ) file requirements. The motor carrier has now hired Glostone Trucking Solutions, its Consultant, to assist it in the completion of its driver qualification file. The motor carrier has now completed the DQ file for its driver, including a copy of its most recent driving record and medical examination certificate, for driver (b) (6), (b) (7)(C) its only current driver.
2. **391.51(b)(7)** - The motor carrier submitted documentation in its 385.17 upgrade request, which indicated that it has completed the DQ file requirements, as noted in #1 above; in addition, the motor carrier is now checking the National Registry to ensure the Medical

Examiner(s) are current and up-to-date within our system, and that the medical examination certificate is valid. The motor carrier provided a new copy of its driver's medical examination certificate, as requested.

Factor Three / CFR Parts 392, 395:

3. **395.8(a)(1)(I)** - The motor carrier submitted documentation in its 385.17 upgrade request, which indicated that it has installed and is using an ELD for its vehicle. The motor carrier has downsized to just one driver and one vehicle, and is now using the services of Glostone Trucking Solutions to conduct independent log audits of its driver's ELD records. The Consultant completed these requirements for the driver and the motor carrier has attached the requested log audits of the ELD records.
4. **395.8(e)(1)** - The motor carrier submitted documentation in its 385.17 upgrade request, which indicated that it is currently using the services of Glostone Trucking Solutions to assist it in conducting an independent review of the driver's ELD records. The motor carrier submitted copies of its log audits as completed by Glostone. The motor carrier is working on improving its Part 395 compliance, and has noted that it didn't have proper processes in place to ensure compliance for #'s 3 and 4 in this memo. The motor carrier noted the violations that its Consultant has already discovered in the review of its ELD documentation, and has noted that it will ensure the driver corrects his compliance with the regulations. The motor carrier plans to use more drivers in the future, and will continue to have the Consultant review additional drivers to continue its compliance.

Factor Four / CFR Parts 393, 396, Vehicle OOS Rate:

There were no critical/acute violations in this factor.

Factor Five / CFR Parts 397, 171, 172, 173, 177, 180:

There were no critical/acute violations in this factor.

Factor Six / Recordable Accident Rate:

The motor carrier's recordable accident rate was **Satisfactory**. The rate was **9.28** over **107,741** miles and one recordable accident.

Carrier Certification

The motor carrier's Owner, Corneliu Visan, submitted its certification stating that the motor carrier will operate in compliance with the FMCSRs and currently meets the safety standards and factors specified in 49 CFR Part 385.5.

Summary

We evaluated the carrier's degree of compliance with the safety fitness standards listed in 49 CFR § 385.5 and the factors to be considered in determining a safety rating listed in 49 CFR § 385.7, including performance data since the close out of the compliance review.

We reviewed the carrier's current SMS scores and profile data, including any and all problem indicators. The carrier has a vehicle OOS rate of 0% based on no inspections conducted since the closeout of the compliance review. The carrier has a driver OOS rate of 0% based on no inspections conducted since the closeout of the compliance review. The motor carrier has no crashes since the date of the CR.

Additional Information

Primary Carrier Contact for Upgrade – Owner, Corneliu Visan

Physical Address:

5681 Southeast 29th Terrace

Gresham, OR 97080

Phone: 360.524.3887 Fax: None

Email: ornel.visan@krujex.com

Final Recommendation

We believe that the motor carrier's actions are sufficient to correct the deficiencies discovered during the Compliance Review.

We evaluated the carrier's degree of compliance with the safety fitness standards listed in 49 CFR Part 385.5 and the factors to be considered in determining a safety rating listed in 49 CFR Part 385.7.

The motor carrier will continued to be monitored through the CSA program; future actions will be based upon this system's recommendations.

Should you have any questions or concerns, please feel free to contact me at (503) 399-5775 or via email at Andrew.Eno@dot.gov or Warren Simpson, Federal Program Manager via email at Warren.Simpson@dot.gov.

We recommend that the motor carrier's safety rating be upgraded from Unsatisfactory to Conditional.

Andrew E. Eno