

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OKLAHOMA**

(1) ANDREW BEISSEL, an individual,	)	Case No. 20-CV-638-JED-JFJ
(2) J&B Enterprises, Inc., a Colorado	)	
Corporation, individually and on behalf of	)	
all others similarly situated,	)	CLASS ACTION COMPLAINT
Plaintiffs,	)	
vs.	)	JURY TRIAL DEMANDED
	)	
(1) WESTERN FLYER EXPRESS, LLC, an	)	
Oklahoma Limited Liability Company,	)	
Defendant.	)	

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**INTRODUCTION**

1. This class action lawsuit is brought against trucking company Western Flyer Express, LLC (“Western Flyer”), and arises out of its “lease-purchase” business opportunity program (the “Driving Opportunity”) whereby certain of its truck drivers (“Drivers”) leased trucks from Western Flyer’s affiliate, R.W. Timms Leasing, LLC (“Timms Leasing”) and simultaneously contracted with Western Flyer to provide it driving services. Drivers are licensed commercial drivers responsible for safely operating a commercial vehicle and transporting Western Flyer’s customers’ cargo.

2. Plaintiff Andrew Beissel and his closely held corporation Plaintiff J&B Enterprises (hereinafter, collectively referred to as “Beissel”) and the members of the putative Class (Drivers) are current and former Drivers who entered both an “Independent Contractor Agreement” or similarly styled agreement with Western Flyer and a “Vehicle Lease Agreement” or similarly styled agreement with Timms Leasing.

3. When selling the Driving Opportunity to Drivers, Western Flyer made uniform factual misrepresentations and failed to disclose material facts about the economics of the Driving Opportunity, the income, and the miles the Driving Opportunity did and would provide in order to induce Drivers to purchase the Driving Opportunity. Western Flyer thus defrauded the Drivers into paying for the bulk of the expenses of transporting goods for Western Flyer's customers including such items as truck rental payments, gas, maintenance, computers, a variable mileage payment, and other expenses associated with the Driving Opportunity. After paying such expenses, the Drivers often had little or no compensation or sometimes even owed Western Flyer money despite the long hours they worked as Drivers.

4. In connection with the offer and sale of the Driving Opportunity, Western Flyer has (1) violated the Oklahoma Consumer Protection Act (OCPA), 15 Okl. St. §§ 751, et seq., (2) violated the Oklahoma Deceptive Trade Practices Act (ODTPA), 78 Okl. St. §§ 51 et seq., (3) committed common law fraud and misrepresentation, and (4) acted negligently in causing injury to Drivers.

5. Beissel was a Driver from approximately November 2019 to December 2019. Beissel seeks to certify an appropriate class action under Rule 23 of the Federal Rules of Civil Procedure that will assert claims under laws of the Oklahoma.

6. Beissel seeks damages, declaratory, equitable, and injunctive relief, as well as available attorneys' fees and costs on behalf of himself and the Drivers.

#### **JURISDICTION AND VENUE**

7. This Court has jurisdiction over this action pursuant to the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1332(d)(2)(A), because the aggregated claims of the putative class members exceed the sum value of \$5,000,000, exclusive of interests and costs, and this is a class

action in which at least one member of the putative Class, on the one hand, and Defendant, on the other, are citizens of different states.

8. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b), inasmuch as Western Flyer has its headquarters and offices, conduct business, and can be found in the District, and the causes of action set forth herein have arisen and occurred in part in the District. Venue is further proper under 29 U.S.C. § 1132(e)(2) because Western Flyer have substantial business contacts within the state of Oklahoma and in this District.

9. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391. A substantial part of the events or omissions giving rise to Beissel's claims occurred in this judicial district. Finally, venue is appropriate in this district because agreements between Western Flyer and all Drivers provide for all disputes to be litigated in Oklahoma County state or federal courts.

### **PARTIES**

10. Plaintiff Andrew Beissel is a resident of the State of Ohio.

11. Plaintiff J&B Enterprises is a Colorado corporation solely owned by Andrew Beissel.

12. Beissel performed work as a Driver for Western Flyer from approximately November 2019 to December 2019. Beissel regularly engaged in Western Flyer's business in various locations, including within this judicial district.

13. Beissel is informed, believes, and thereon alleges that Western Flyer is an Oklahoma limited liability company with its principal place of business in Oklahoma City, Oklahoma. During the relevant time period, Western Flyer was and is engaged in business throughout the United States, including in Oklahoma. Western Flyer's primary business consists of providing transportation services to various clients.

**GENERAL ALLEGATIONS**

14. Beissel incorporates by reference the allegations set forth above.

15. During the time period relevant to this action, Western Flyer has employed Drivers to provide long haul delivery services to Western Flyer's customers. Drivers work regular schedules for Western Flyer, often 6-7 days per week, and 11-14 hours per day, in order to meet Western Flyer's service and stand-by demands. As a result, it is impracticable for Drivers to take on any other employment outside of Western Flyer.

16. In order to induce Drivers to purchase the Driving Opportunity, Western Flyer, from its headquarters in Oklahoma, directed and implemented a multi-pronged fraudulent scheme. Phase 1 of the scheme was a false and misleading advertising campaign that was run across multiple on-line platforms and through various in-house and third-party recruiters. The goal of Phase 1 was to get Drivers to come to Western Flyer's facility in Oklahoma for "orientation" classroom proceedings (Phase 2 of the scheme) and once there, every Driver was subjected in person to further uniform false and misleading representations and omissions that culminated in the Driver purchasing the Driving Opportunity.

17. Phase 1 of the scheme involved literally hundreds if not thousands of essentially identical advertisements placed via online job boards, social media posts platforms such as Twitter and Instagram, and on Western Flyer's own website.

18. An exemplar compendium of just some of Western Flyer's false and misleading online advertisements is found in Exhibit A noting in pertinent part:

a. Exhibit A pp: 1-2:

- If you are searching for a Regional lane that provides the miles you need and the home-time you want! Then this is it! This lane is available to Contractors and Company drivers.

- Western Flyer Xpress offers one of the best lease purchase programs in the industry!! Most carriers have a fixed weekly truck expense. At WFX, you pay a small weekly rate (\$145) and then an additional \$0.21 per mile. So, if you ever take a week off, or have a breakdown you WILL NOT go deep into the hole. That coupled with a true bumper-to-bumper warranty (includes tires and oil changes) you have one of the best LP programs that puts you in position to be successful!
  - Average Miles/Week 2,700-3,000
  - Average Length of Haul 800 miles (full turn)
  - Average Weekly Pay \$1115.00-\$1300.00
- b. Exhibit A p. 3:
- LEASE PURCHASE!
  - This is one of the most affordable lease purchase programs in the industry.
  - Lease Purchase / \$1.00 Buyout / No Money Down & No Credit Check!
  - W900, Pete 389's, Kenworths and Freightliners!
  - Earn up to \$1,800+ per week take home
  - Own your own truck in just 24 months!
  - Fast approval -Apply today get approved tomorrow!
- c. Exhibit A p. 4:
- Western Flyer Express Tupelo, MS
  - Job Contractor – Driver
  - Higher Pay and Strong miles
  - If you have reefer experience, then this is an amazing opportunity for you!
  - Special Lease Purchase Option for Contractors 2019 W900s 565 Cummins 18 speed Manual Premier interior that includes built in Nav and Free satellite TV with 24" screens TV's with DVR'S. Studio sleeper.

- Lease is 84 months 750,000 miles buy out \$1.00!
- Average Miles/Week 2,700 - 3,000
- Average Length of Haul 950 miles

d. Exhibit A p. 5:

- Western Flyer Express Reno, NV
- \$1,300-\$1,800+ Take Home Pay!
- Weekly Miles 2,700-3,400 & Great Benefits!
- All of our leases come with a bumper to bumper warranty including oil changes and tires!
- This is one of the most affordable lease purchase programs in the industry.
- Plus, earn \$1.02-\$1.22 per mile on ALL miles both loaded and empty.
- Exceptionally Strong Miles

19. A compendium of just some of Western Flyer's false and misleading Instagram advertisements is found in Exhibit B noting in pertinent part:

a. Exhibit B p. 1:

- Join Western Flyer Xpress today!
- We offer maximum miles, the best LP program in the industry, and an experienced team that makes YOU successful!
- Don't miss this opportunity.! Call Recruiting @ 833-DRV-4WFX.

b. Exhibit B p. 2:

- WFX's proven formula of great equipment, solid fleet managers, and plenty of miles is what makes our drivers and contractors successful.

- c. Exhibit B p. 3:
    - Many career CDL drivers consider moving into owner-operator an unattainable goal. We can help get you there. WFX offers the best lease-purchase on the road, with experienced fleet managers and plenty of miles - check out what we have to offer!
  - d. Exhibit B p. 4:
    - Looking for an opportunity to lease-purchase superior equipment, with plenty of miles? We get it! Come see if WFX has the truck for you!
  - e. Exhibit B p. 5:
    - It's a great time to lease a truck and get started on your way to ownership. We've got the freight and equipment you're looking for - are you ready?
  - f. Exhibit B p. 6:
    - Looking for a great career in trucking? Check out our lease program, it might be right for you!
  - g. Exhibit B p. 6:
    - Ready to own this beautiful 2019 Freightliner Cascadia? We have a new lease-to-own program that might be right for you! \$0 down, \$1.00 buyout. Available Now.
20. A compendium of just some of Western Flyer's false and misleading Twitter advertisements is found in Exhibit C noting in pertinent part:
- a. Exhibit C p. 1:
    - Join Western Flyer Xpress today! We offer maximum miles, the best LP program in the industry, and an experienced team that makes YOU successful! Don't miss this opportunity!
  - b. Exhibit C p. 1:
    - WFX's proven formula of great equipment, solid fleet managers, and plenty of miles is what makes our drivers and contractors successful.

c. Exhibit C p. 1:

- We have solid equipment, plenty of miles, and seasoned fleet managers to keep you rolling!

d. Exhibit C p. 1:

- If you are ready for Outstanding Equipment, Seasoned Fleet Managers and Plenty of Miles, come join a fleet you can count on with WFX!

e. Exhibit C p. 5:

- Ready for the next step in your trucking career? WFX has one of the best lease-purchase programs on the road. Join the fleet with the best equipment today!

f. Exhibit C p. 5:

- Looking for superior equipment, all the miles you can run, great lease-to-own deal? We might have a match for you ....

21. Western Flyer also used its own website to secure Drivers' commitment to go to Oklahoma for orientation and purchase the Driving Opportunity. An example of such false and misleading website is found in Exhibit D noting in pertinent part with respect to recruiting team drivers:

- CDL CLASS A OTR DRIVER'S NEEDED!
- DRIVE FOR WESTERN FLYER XPRESS
- Western Flyer Xpress offers one of the best lease purchase programs in the industry!! Most carriers have a fixed weekly truck expense. At WFX, you pay a small weekly rate (\$145) and then an additional \$0.23 per mile. So, if you ever take a week off, or have a breakdown you WILL NOT go deep into the hole. That coupled with a true bumper-to-bumper warranty (includes tires and oil changes) you have one of the best LP programs that puts you in position to be successful!
- Average Length of Haul: 1050-1200 miles
- Average Miles per Week: 6000+

22. Western Flyer also hired in house and third-party recruiters as agents to secure Drivers' commitment to go to Oklahoma for its orientation. Western Flyer provided these



recruiters with scripted uniform false and misleading information with the intention that the recruiters would communicate such information to driver candidates in order to induce them to go to orientation and ultimately to purchase the Driving Opportunity. For example, Beissel was recruited by a firm called Right Turn Recruiting who emailed him a flyer with Western Flyer's logo containing false and misleading information about the Driving Opportunity. Exhibit E is a copy of the flyer Right Turn emailed Beissel and provides in pertinent part:

- Here is the info we spoke of on the Lease Purchase.
- Did you know WFX bumper to bumper warranty covers absolutely everything on your truck, even your tires and oil changes? You are never out of pocket a dime!
- Drivers are averaging lots of miles, running beautiful lanes.
- About the Lease Purchase:
- Take your pick we generally have 2016-2019 and newer Freightliner Cascadias ~ \$1.00 Buyout at the end of the lease, don't want to own it? That's okay swap it in for a newer one!!
- Drivers will earn 1.02 - \$1.012 per mile dry van, and 1.12-1.17 per mile reefer, \$1.24 for Flatbed PLUS 100% of the Fuel Surcharge, on all miles Loaded, Empty or Bobtailing.
- Lots of miles!! Expect to run on average 2800-3300 miles a week, run harder get more, they have all the miles you want!
- Average length of haul is 850 miles, lots of drop and hooks, and lots of relays!! We keep you moving!!
- Walk away lease, YOU HAVE NOTHING TO LOSE!

23. Right Turn Recruiting also emailed Beissel a sampling of positive settlements statements from three Drivers that were purportedly representative of what Beissel and other Drivers could expect if they purchased the Western Flyer Driving Opportunity. Exhibit F is a copy of the settlement statements emailed Beissel and they show 1) driver 2764C driving 3,189, 3,892,

and 2,436 loaded miles with respective net weekly incomes of \$1,659.97, \$2,120.04, and \$1,346.80; 2) driver 5545C driving 2,957, 3,535, and 2,166 loaded miles with respective net weekly incomes of \$1,873.91, \$2,040.57, and \$1,466.51; and 3) driver 5132C driving 2,712, 3,027, and 2,745 loaded miles with respective net weekly incomes of \$1,787.72, \$1,840.41, and \$1,451.93.

24. The above and similar advertisements, recruiting pitches, and cherry-picked settlement statements were false and misleading. The truth was and is that the advertised Driving Opportunity did not provide a viable career, a “proven formula,” or any manner of sustainable economic opportunity. The touted average mileage, income, and length of haul figures in the ads and pitches were simply false and misleading factual representations and Western Flyer knew so at the time it or its agents made them. The settlement statements were cherry-picked and unrepresentative of what Drivers could expect on a sustained basis. Indeed, Drivers that had purchased the Driving Opportunity achieved nothing close to these representations on a sustained basis. Finally, the \$1.00 lease buy-out claims were misleading because few, if any, persons lasted long enough with Western Flyer to secure the buy-out.

25. With the hook set by false and misleading information in Phase 1, Beissel and all other Drivers relied on the same and travelled to and attended classroom orientation sessions at Western Flyer’s facility in Oklahoma. Western Flyer conducts and has conducted during the class period orientation classes at its Oklahoma facility on a weekly basis with at least one and perhaps two or more groups of Drivers beginning each week. Beissel’s orientation began on Monday November 11, 2019.

26. It was here, while Drivers were physically present in Oklahoma at Western Flyer’s premises, that Western Flyer subjected all Drivers to uniform and scripted presentations touting

the benefits of the Driving Opportunity utilizing false and misleading information while at the same time Western Flyer concealed important material facts.

27. Western Flyer's orientation proceedings were conducted by its full-time employees and consisted of uniform scripted presentations that included oral and written representations that the Driving Opportunity would provide Drivers with a career and income. The orientation Beissel attended between November 11 and 13, 2019, had a group of about 24 Driver in attendance. At this and other orientations, Western Flyer orientation leaders put the same settlement statements found in Exhibit F up on a screen in PowerPoint format for all to see along with accompanying explanation that Drivers purchasing the Driving Opportunity could expect the same results.

28. At this and other orientations, Western Flyer personnel also physically provided each Driver with a written proforma of what he/she could expect to earn from the Driving Opportunity and put the proforma up on a PowerPoint screen for a presentation that described the mileage and income scenarios as representative of Drivers could expect with the Driving Opportunity. The proforma Western Flyer presented to with Beissel and other Drivers in November 2019 is attached as Exhibit G. Consistent with the advertisements, recruiter representations, and driver settlement statements of miles averaging from 2800-3200 noted above, the proforma presented three weekly mileage scenarios at precisely 2,800, 3,000, and 3,200 and showed that Drivers would achieve net weekly earnings of \$1,577.70, \$1,712.41, and \$1,847.11, respectively. These representations were entirely false and misleading and unrepresentative of the true experience of Drivers that had purchased the Driving Opportunity, which was far less in terms of sustained or average mileage and income.

29. In another fraudulent and misleading "dog and pony show" tactic applied to all Drivers at all orientations, Western Flyer senior leadership would come in the classroom and tout

the advantages the \$1 lease buy-out at which time they would give a \$1 bill to each Driver while making the statements that Western Flyer looked forward to getting that dollar back and turning over title of the truck to the Drivers. At Beissel's orientation in November 2019, it was Western Flyer's president Randy Timms that appeared in class and handed the \$1 out to all Drivers present while personally touting the \$1 buy-out as a great deal and opportunity for the Drivers.

30. The above Western Flyer uniform pitches and materials distributed in orientation to every Driver were false and misleading. The truth was and is that the advertised Driving Opportunity did not provide a viable career or a sustainable economic opportunity. The touted mileage, income, and expense figures were false and misleading and Western Flyer knew so at the time it made them. Western Flyer knew but concealed that Drivers that had purchased the Driving Opportunity achieved nothing close to these representations on a sustained basis if ever.

31. Western Flyer also knew but concealed that most Drivers purchasing the Driving Opportunity failed within months because Drivers could not make enough money in order to perpetuate its fraud scheme. Indeed, Western Flyer knew but concealed that Driver turnover was over 100% annually and that no significant portion of those that had purchased the Driver Opportunity had made a "career" of driving for Western Flyer making the representations noted above and elsewhere, false and misleading. Similarly, the \$1.00 lease buy-out claims were misleading because few, if any, persons achieved the buy-out and Western Flyer knew but concealed this fact from all Drivers.

32. Western Flyer engaged in the fraudulent scheme described above to induce Drivers into purchasing the Driving Opportunity. Drivers in fact relied upon Western Flyer's misrepresentations and omissions and each Driver did purchase the Driving Opportunity while

physically present in Oklahoma. Had Beissel and the other Drivers known the truth, they would not have purchased the Driving Opportunity.

33. In sum, Western Flyer concealed that the entire Driving Opportunity was a fraudulent scheme designed to bilk the Drivers out of their labor and to have the Drivers pay the Western Flyer's unreasonable expenses associated with transporting goods. Western Flyer's motives in perpetuating the scheme were to cut its expenses, to increase its margin on the money it makes selling transportation services, and increase its ability to sell transportation services by pricing below competitor trucking companies that pay drivers and expenses in a lawful fashion.

**CLASS ACTION ALLEGATIONS UNDER FED. R. CIV. P. 23**

34. First, Beissel seeks to maintain his Oklahoma state law claims as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure. In particular, Beissel seeks to certify the following Rule 23 Class:

All current and former Drivers who entered into a "Independent Contractor Agreement" or similarly styled agreement with Western Flyer and a "Vehicle Lease Agreement" or similarly styled agreement with Timms Leasing (and/or its predecessor or successor, if any) to provide transportation services for Western Flyer within the United States at any time during the period beginning three years prior to the filing of this Complaint, and continuing through the resolution of this action.

35. Beissel seeks to serve as a Class Representative for the above-defined Class.

36. Beissel's Oklahoma state law claims have been brought and may properly be maintained as a class action under Rule 23 because there is a well-defined community of interest in the litigation and the putative Class is easily ascertainable.

37. Numerosity: The potential members of the Class are believed to exceed 700, and the Class Members are so numerous that joinder of all members is impracticable.

38. Commonality: There are questions of law and fact common to Beissel and the Class that predominate over any questions affecting only individual members of the Class. Examples of these common questions of law and fact include, without limitation:

- a. Whether Western Flyer violated the OCPA, the ODTPA, and/or the common law by misrepresenting 1) that Drivers purchasing the Driving Opportunity would have a career opportunity, 2) that the Driving Opportunity would provide a sustained and viable economic opportunity, 3) the amount of income for Drivers, 4) the average miles for Drivers; and 5) the amount of miles Drivers would drive and income they would earn and/or by concealing material facts including the high turnover and failure rates of Drivers, the low average income of Drivers, and the low average driving miles Western Flyer provided to Drivers;
- b. Whether Western Flyer engaged in fraud and constructive fraud concealment and/or otherwise breached a duty of disclosure by misrepresenting income Drivers would earn, misrepresenting miles Drivers would get, misrepresenting the average length of haul, and concealing material facts including the high turnover and failure rates of Drivers, the low average income of Drivers, and the low average miles Western Flyer provided to Drivers; and
- c. Whether Western Flyer is liable to Beissel and the Drivers under a negligence *per se* claim for relief for violations of applicable statutory and regulatory violations that prohibit fraud and deceptive act in the sale of business opportunities; and
- d. The proper formula and methodology for calculating restitution, damages and penalties owed to Beissel and the Class as alleged herein.

39. Typicality: Beissel's claims are typical of the claims of the Class. Western Flyer's common course of unlawful conduct as alleged herein has caused Beissel and Class members to sustain the same or similar injuries and damages. Beissel's allegations – both legal and factual – are thereby representative of and co-extensive with the claims of the Class.

40. Adequacy: Beissel does not have any conflicts of interest with members of the Class he seeks to represent, and Beissel will prosecute this case vigorously on behalf of the putative Class members. Beissel's Counsel are competent and experienced in litigating consumer and complex commercial class actions. Beissel will fairly and adequately represent and protect the interests of the Class he seeks to represent.

41. Superiority of Class Action: A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual Class members. Each Class member has been damaged and is entitled to recovery by reason of Western Flyer's illegal practices and violations of law stated in this complaint. Class treatment will allow those similarly situated persons to litigate their claims in the manner most efficient and economical for the Parties and the judicial system.

42. Beissel knows of no difficulty that would be encountered in the management of this litigation that would preclude its maintenance as a class action.

### **FIRST CLAIM FOR RELIEF**

#### **Deceptive and Unfair Trade Practices Oklahoma Consumer Protection Act, 15 Okl. St. §§ 751, *et seq.***

43. Beissel re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

44. The Oklahoma Consumer Protection Act (OCPA), 15 Okl. St. §§ 751, *et seq.* bars deceptive and unfair trade practices in connection with “the advertising, offering for sale or purchase, sale, purchase, or distribution of any services or any property, tangible or intangible, real, personal, or mixed, or any other article, commodity, or thing of value wherever located, for purposes that are personal, household, or business oriented.”

45. “Deceptive trade practice” means a misrepresentation, omission or other practice that has deceived or could reasonably be expected to deceive or mislead a person to the detriment of that person. Such a practice may occur before, during or after a consumer transaction is entered into and may be written or oral.” Okla. Stat. tit. 15, § 752 (13).

46. “Unfair trade practice” means any practice which offends established public policy or if the practice is immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers.” Okla. Stat. tit. 15, § 752 (14).

47. It is thus unlawful for sellers of business opportunities such Western Flyer’s sale of the Driving Opportunity to engage in the sale of such opportunity utilizing false and/or misleading information and/or by omissions of material facts.

48. Western Flyer’s conduct towards the Drivers as described above in paragraphs 13-29 constitute both deceptive and unfair trade practices in derogation of 15 Okl. St. §§ 751, et seq. The above representations in the proformas and advertising were false and misleading, and Western Flyer knew it at the time and/or made the false representations recklessly. Moreover, Western Flyer concealed the true material facts that: 1) the true average mileage and income numbers were far below what Western Flyer had represented, 2) that the Driving Opportunity would not and did not offer Beissel and other Drivers a sustained viable economic opportunity, 3) that Drivers purchasing the Driving Opportunity could expect and often had very low and/or negative weekly paychecks and very low income, and 4) that Drivers purchasing the Driving Opportunity had and could expect a high failure and turnover rate.

49. These undisclosed facts were known only to Western Flyer and not within the reasonable attention and observation of Beissel and other Drivers that purchased the Driving Opportunity.

50. The Western Flyer concealed these facts in order to sell the Driving Opportunity to Beissel and other Drivers who in turn relied on such omissions when purchasing the Driving Opportunity. Finally, Beissel and other Drivers were damaged by Western Flyer’s fraudulent



concealment of material facts in that they purchased the Driving Opportunity and expended labor and suffered financially therefrom.

51. For the foregoing reasons, Western Flyer was and is in violation of 15 Okl. St. §§ 751, et seq including but limited to 15 Okl. St. § 753 (5), (8), and (20) as to Beissel and the putative Class.

52. Pursuant to 15 Okl. St. § 761.1, Beissel seeks recovery of all money and all other valuable consideration paid for the Driving Opportunity, actual damages, interest, and reasonable attorneys' fees and costs on behalf of himself and the putative Class as well as a declaration that Western Flyer's conduct constituted unconscionable acts and practices and for penalties in the amount of \$2,000 per violation pursuant 15 Okl. St. § 761.1 B.

## **SECOND CLAIM FOR RELIEF**

### **Deceptive Trade Practices**

#### **Oklahoma Deceptive Trade Practices Act, 78 Okl. St. §§ 52, et seq.**

53. Beissel re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

54. The Oklahoma Deceptive Trade Practices Act, 78 Okl. St. §§ 52, et seq. bars deceptive trade practices including but not limited to “Knowingly mak[ing] a false representation as to the characteristics, ingredients, uses, benefits or quantities of goods or services or a false representation as to the sponsorship, approval, status, affiliation, or connection of a person therewith.”

55. The representations, omissions, and conduct of Western Flyer as described above in paragraphs 13-29 above constitute deceptive trade practices.

56. In the conduct described above, Western Flyer acted intentionally with malice and/or with reckless disregard toward the rights of Beissel and the putative Class entitling Beissel and the putative Class to an award of punitive damages under applicable law.

57. Pursuant to 78 Okla. Stat. § 54, Beissel seeks recovery of all money and all other valuable consideration paid for the Driving Opportunity, actual damages, exemplary damages, interest, injunctive relief, and reasonable attorneys' fees and costs on behalf of himself and the putative Class.

**THIRD CLAIM FOR RELIEF**  
**Actual and Constructive Fraud**

58. Beissel re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

59. Regarding actual fraud, as noted above in detail paragraphs 16-29, Western Flyer offered Beissel and the Class the Driving Opportunity making express positive false assertions and representations to each Driver in orientation that the Driving Opportunity would provide a career opportunity and further made false representations about the levels of miles, lengths of haul, and income Drivers had achieved and could expect. These representations were material – there is nothing more material in the sale of a business opportunity than representations regarding the earning of money. When Western Flyer made these false representations, it knew they were false and/or it made them recklessly without knowledge of the truth. When Western Flyer made these false representations, it intended that Drivers would rely on them in making the decision to purchase the Driving Opportunity and the Drivers did so.

60. Further, in Oklahoma, actual fraud may also be premised on the intentional concealment of material facts. Here, Western Flyer concealed material facts from each Driver in orientation that Driver turnover was high, that the Driving Opportunity on the whole did not

present a reasonable economic opportunity for Drivers, that Drivers purchasing the Driving Opportunity often failed within months and lost money, and that average Drivers 1) earned nowhere close to the represented income, 2) often had weeks where they earned very little or even went negative in their pay, and 3) never drove close to the number of average miles represented or that were necessary to breakeven.

61. Regarding constructive fraud, once Western Flyer embarked on offering, advertising, pitching and selling the Driving Opportunity to Beissel and all other Drivers, it owed them a duty of full and truthful disclosure. Western Flyer made material representations as noted above in paragraphs 16-29 in derogation of its duty to tell the full truth. Moreover, Western Flyer did not disclose to Drivers in orientation the material facts of the high turnover of Drivers purchasing the Driving Opportunity and that most if not all Drivers failed to achieve such a career and positive income over any sustained period. Western Flyer did not disclose to Drivers in orientation the material facts that Drivers purchasing the Driving Opportunity often failed within months and lost money, and that average Drivers 1) earned nowhere close to the represented income on a sustained basis, 2) often had weeks where they earned very little or even went negative in their pay, and 3) never drove close to the number of average miles represented or that were necessary to breakeven. These undisclosed facts were known only to Western Flyer and not within the reasonable attention and observation of Beissel and other Drivers that purchased the Driving Opportunity.

62. These misstatements and omissions were material and Beissel and the putative class relied on such misstatements and omissions in purchasing the Driving Opportunity. Had Western Flyer provided the full truth, Beissel and the putative class would not have purchased the Driving Opportunity.

63. Beissel and the putative Class suffered damages as a result of Western Flyer's material misstatements and omissions in that they paid moneys for the Driving Opportunity and were defrauded out of their labor.

64. In the conduct described above, Western Flyer acted intentionally with malice and/or with reckless disregard toward the rights of Beissel and the putative Class entitling Beissel and the putative Class to an award of actual, consequential, and punitive damages under applicable law.

#### **FOURTH CLAIM FOR RELIEF**

##### **Negligence Per Se**

65. Beissel re-alleges and incorporates the foregoing paragraphs as though fully set forth herein.

66. In Oklahoma, the negligence per se doctrine is employed to substitute state or federal statutory and/or regulatory standards for parallel common law, reasonable care duties of care. When courts adopt these standards for causes of action for negligence, violating a statute or regulation constitutes negligence per se.

67. In this case, Western Flyer violated 1) Section 5(a) of the FTC Act, 15 U.S.C. § 45(a) (the Act), which prohibits unfair or deceptive acts or practices in or affecting commerce and 2) 16 C.F.R. § 437.1 et seq commonly referred to as the Federal Trade Commission's Trade Regulation Rule entitled "Disclosure Requirements and Prohibitions Concerning Business Opportunities" a/k/a the "Business Opportunity Rule" (the Rule). The Rule was adopted to specifically prevent unfair and deceptive practices in the sale of business opportunities through pre-sale disclosure of specified items of material information and prohibiting misrepresentations and other misleading practices.

68. Generally, a deceptive act or practice under § 5(a)(1) has three elements: (1) a representation, omission, or practice, that (2) is likely to mislead consumers acting reasonably under the circumstances, and (3), the representation, omission, or practice is material. Here, as noted above in detail paragraphs 16-29, Western Flyer offered Beissel and the Class the Driving Opportunity making express positive false assertions and representations to each Driver that the Driving Opportunity would provide a career opportunity and further made false representations about the levels of miles, lengths of haul, and income Drivers had achieved and could expect while concealing the true facts that Drivers purchasing the Driving Opportunity often failed within months and lost money, and that average Drivers 1) earned nowhere close to the represented income on a sustained basis, 2) often had weeks where they earned very little or even went negative in their pay, and 3) never drove close to the number of average miles represented or that were necessary to breakeven. These representations and omissions – which tended to bear directly on the economic viability of the Driving Opportunity -- were both likely to mislead and were material. Indeed, there is nothing more important to consumers in the sale of a business opportunity than representations regarding and relating to profit potential.

69. Western Flyer also violated the Rule. The Driving Opportunity was a business opportunity covered by the Rule in that it solicited Drivers to enter into a business that required them to make payments and in which Western Flyer made representations that it would pay the Drivers for driving services provided to Western Flyer. 16 C.F.R. § 437.1. Western Flyer was thus a business opportunity seller under the Rule and the Drivers were purchasers.

70. Western Flyer violated the Rule by not providing the required disclosures and material information. 16 C.F.R. §§ 437.1, 437.3(a), and 437.4(a)(4). Western Flyer violated the Rule and the Act by making false and unsubstantiated earnings claims and other misrepresentations

including but not limited to about the central characteristics of the business opportunity. 16 C.F.R. §§ 437.4 (a), 437.6.

71. Western Flyer's violations of the Rule and the Act proximately caused injury and damage to the Drivers. The Rule and the Act were intended to prevent purchasers of business opportunities from being misled and prevent sellers from misleading purchasers in the offer, sale, and promotion of a business opportunity. Drivers, as purchasers of the Driving Opportunity are within the class of persons to be protected by both the Rule and the Act.

72. Had Western Flyer complied with its disclosure obligations under the Rule and further not misrepresented and concealed material facts, the Drivers would not have purchased the Driving Opportunity.

73. In the conduct described above, Western Flyer acted negligently towards Beissel and the putative Class entitling Beissel and the putative Class to an award of damages under applicable law.

**PRAYER FOR RELIEF**

WHEREFORE, Beissel prays for relief as follows:

- a) Damages and restitution according to proof at trial for all injuries, as provided by the Oklahoma Law;
- b) For a declaratory judgment that Western Flyer has violated Oklahoma law and public policy as alleged herein;
- c) For preliminary, permanent, and mandatory injunctive relief prohibiting Western Flyer, its officers, agents, and all those acting in concert with them from committing in the future those violations of law herein alleged;

- d) For an order awarding Beissel and the Class members compensatory damages, including restitution, recovery of all money and other valuable consideration paid for the Driving opportunity, actual damages, and all other sums of money owed to Beissel and Class members, together with interest on these amounts, according to proof;
- e) For an order awarding Beissel and the Class members civil penalties pursuant to Oklahoma law, with interest thereon;
- f) For an award of reasonable attorneys' fees as provided by Oklahoma law;
- g) For all costs of suit;
- h) For interest on any damages and/or penalties awarded, as provided by applicable law; and
- i) For such other and further relief as this Court deems just and proper.

**DEMAND FOR JURY TRIAL**

Beissel hereby demands a jury trial on all claims and issues for which Beissel is entitled to a jury.

Dated: December 7, 2020

Respectfully submitted,



---

Rachel Lawrence Mor OBA #11400  
RACHEL LAWRENCE MOR, P.C.  
Michael J. Blaschke, OBA #868  
MICHAEL J. BLASCHKE, P.C.  
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rsb@boulter-law.com

**ATTORNEYS FOR BEISSEL AND  
THE PUTATIVE CLASS**



**EXHIBIT A**

# Driver Lease Purchase | Hamilton, TX | 7d98

*Help Wanted*



## Western Flyer Express

Hamilton, TX

year ago

- **Job Type(s)**

**Full Time**

- **Job Description**

Western Flyer Xpress- South East Regional

If you are searching for a Regional lane that provides the miles you need and the home-time you want! Then this is it! This lane is available to Contractors and Company drivers.

Western Flyer Xpress offers one of the best lease purchase programs in the industry!! Most

carriers have a fixed weekly truck expense. At WFX, you pay a small weekly rate (\$145) and

than an additional \$0.21 per mile. So, if you ever take a week off, or have a breakdown you

WILL NOT go deep into the hole. That coupled with a true bumper-to-bumper warranty

(includes tires and oil changes) you have one of the best LP programs that puts you in position

to be successful!

Position

Primary Running Area/Hiring Area

Oklahoma City, OK out to Charlotte, NC down into Florida and over to Houston Tx, Back up to OKC

Average Miles/Week

2,700-3,000

Average Length of Haul

800 miles (full turn)

Home Time

Weekly for a restart

Freight

Type of Freight

Dry Van

Drop & Hook %

50%

No Touch Freight %

99%

Haz-Mat %

0%

Pay

Pay/Mile

\$.45 per mile. Or Lease Purchase at \$1.02-\$1.07 + FSC

Average Weekly Pay

\$1115.00-\$1300.00

Cash Advance

\$100 is available per week

Type of Driver Pay

PC Miler- Paid on all dispatched miles from Friday at midnight to the following Friday at midnight

When Are Drivers Paid?

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Location

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- lease
- purchase driver
- bumper to bumper
- dash
- owner
- operator driver
- lease
- purchase truck driver
- peterbilt
- cascadia
- escrow
- deductions
- directv
- extra cash
- kenworth
- freightliner
- cdl a truck driver
- one day
- settlements
- ats

## CDL-A - Lease Purchase Driver

Western Flyer Express Florence, SC

2.5 Western Flyer Express - Florence, SC Today

Get ahead of others.

Job Job Description LEASE PURCHASE!

Right now we are leasing newer W900's, Freightliners, Kenworths and Peterbilt 389's with APU and Inverter.

All of our leases come with a bumper to bumper warranty including oil changes and tires!

This is one of the most affordable lease purchase programs in the industry.

Our company drivers run extremely strong miles, multiple dedicated lanes offered, APU, Inverter and DIRECTV. Offering dedicated and OTR!

Ask about our dedicated routes that will earn you top pay and get you home every week - ask about our home daily opportunities.

Lease Purchase / \$1.00 Buyout / No Money Down & No Credit Check!

W900, Pete 389's, Kenworths and Freightliners!

Earn up to \$1,800+ per week take home

2019 Peterbilt 389 - 9 Speed Transmission, In-Dash Navigation, DIRECTV, and Fully Owner Operator Spec.

2019 Kenworth W900 - 18 Speed, In-Dash Navigation, and Bumper-to-Bumper Warranty.

2019 Freightliner Cascadia - Autos and Manual, APUs and Inventors, DIRECTV, and Bumper-to-Bumper Warranty.

Own your own truck in just 24 months!

Zero cost for Base Plates and Permits Bumper-TO-Bumper warranty We pay for tolls and scales Fast approval - Apply today get approved tomorrow!

What do you need to qualify?

Recent Class A Experience No recent major DOT preventable accident No recent DUI's

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Links for Western Flyer Express

## SPONSORED JOBS:

[Class A CDL Truck Driver...](#)

M5W Transport Columbia, SC

[Truck Driver CDL Class A...](#)

M5W Transport Florence, SC

[Driver Class A CDL Lease...](#)

Anderson Trucking Services Darlington, SC

[Driver Class A CDL Lease...](#)

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- dodge
- no touch freight
- reefer
- cdl a truck driver
- driver cdl
- maker
- dock
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- dry van
- bulk

## Reefer Driver - 95% No Touch Freight!

Western Flyer Express Tupelo, MS

2.5 Western Flyer Express - Tupelo, MS Today

Get ahead of others.

Job Contractor - Driver

Most carriers pay a higher CPM to reefer drivers because miles are generally not as high.

At WFX, you get the best of both worlds.

Higher Pay and Strong miles

WFX will often point out that their reefer drivers rival their Van drivers with the miles.

Which it just goes to show, WFX has very strong freight for their reefer drivers.

If you have reefer experience, then this is an amazing opportunity for you!

Special Lease Purchase Option for Contractors 2019 W900s 565 Cummins 18 speed Manual Premier interior that includes built in Nav and Free satellite TV with 24" screens TV's with DVR'S. Studio sleeper.

W900's are only available in Reefer division and to be eligible for this lease you need 4 years in the last 10 years with reefer experience.

Lease is 84 months 750,000 miles buy out \$1.00!

Primary Running Area All 48 states are fair game.

Mostly KSAROKNMUTCOPAGATX Average Miles/Week 2,700 - 3,000 Average Length of Haul 950 miles Home Time 18-21 days out, home for 2-3 days Drivers living in prime spots like Dallas, OKC, Denver, Cheyenne, and Dodge City could get through the house more often.

Type of Freight Reefer Drop & Hook % 70%-in network if outside of the Normal lanes there is some dock time.

No Touch Freight % 95% Haz-Mat % 0% Pay

Settlements Pay Increase \$0.01 per mile raise every 6 months up to \$1.17 per mile.

Cash Advance \$100 is available per week Type of Driver Pay PC Miler When Are Drivers Paid?

Every Tuesday How Are Drivers Paid?

Direct Deposit Safety Bonus \$100/\$50/\$50 paid to contractor for passing Level 1/ Level 2/Level 3 DOT inspections Empty Miles CPM and FSC paid on all miles loaded and empty.

Layover Pay \$75 after 24 hours.

Detention Pay Varies Multi-Stop Pay \$25 for each drop excluding the last drop.

New York City Not forced Per Diem No When Are Settlements Paid?

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Links for Western Flyer Express

Complaint Exhibit A Page 4

## SPONSORED JOBS:

[Truck Driver CDL A](#)

Decker Truck Line, Inc.  
Carbon Hill, AL

[Truck Driver CDL A](#)

Decker Truck Line  
Carbon Hill, AL

[OTR Owner Operator, Class A CDL](#)

Forward Tupelo, Mississippi

[Dedicated Teams: Earn \\$160000 yr, Drive New...](#)

BCB Transport  
Columbus, MS

[OTR Owner Operator, Class A CDL](#)

Forward Tupelo, MS

[Class A CDL Company Drivers - Dry Bulk Hoppers](#)

COMTRAN INC  
Williston, TN

[CDL-A Driver - 1 yr OTR EXP Required](#)

BestTruckDriverJob.com  
Dennis, MS

[Pick Up and Delivery Driver](#)

COMTRAN  
Victoria, Mississippi

[Class A CDL Company Drivers - Dry Bulk Hoppers](#)

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- peterbilt
- loft
- bcbs
- aluminum
- tanker truck driver
- directv
- kenworth
- dedicated truck driver
- deck
- reefer
- nearby
- apprenticeship
- diesel
- military experience
- dry van

## Class A Truck Drivers - Dedicated

Western Flyer Express Reno, NV

“\$1,300-\$1,800+ Take Home Pay!  
Weekly Miles 2,700-3,400 & Great Benefits!”  
Are you going to be home for Christmas?  
If no, then start orientation today and be home with your family for the holiday  
2019 Peterbilt 389 – 9 Speed Transmission, In-Dash Navigation, DirecTV, and Fully Owner Operator Spec.  
2019 Kenworth K900 – 18 Speed, In-Dash Navigation, and Bumper-to-Bumper Warranty.  
All of our leases come with a bumper to bumper warranty including oil changes and tires!  
This is one of the most affordable lease purchase programs in the industry.  
Plus, earn \$1.02-\$1.22 per mile on ALL miles both loaded and empty.  
Option to own the truck at the end of lease or re-lease a new truck.  
Our company drivers run extremely strong miles, multiple dedicated lanes offered, APU, Inverter and DirecTV. Offering dedicated and OTR!  
Ask about our dedicated routes that will earn you top pay and get you home every week – ask about our home daily opportunities.  
Dedicated, Regional and OTR Positions Available  
Exceptionally Strong Miles  
Zero cost for Base Plates and Permists  
We pay for tolls and scales  
What do you need to qualify?  
Recent Class A Experience  
No recent major DOT preventable accident  
No recent DUI's  
What email should the hiring manager contact you at?

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### Links for Western Flyer Express

Contact Western Flyer Express  
<https://drivewfx.com/contact>

## SPONSORED JOBS:

Back Office Parts and Warranty Clerk

Sprad's RV Reno, NV

Class A CDL Truck Driver - OTR - Earn Up To 72 CPM

Marten Transport Markleeville, CA

Class A CDL Truck Driver - OTR - Earn Up To 72 CPM

Marten Transport Garden Valley, CA

Service and Assembly Technicians

Apollo Retail Specialists Reno, NV

Class A CDL Truck Driver - OTR - Earn Up To 72 CPM

Marten Transport Camino, CA

Outside Sales Representative - Carson...

Home Depot Carson City, NV

Class A CDL Truck Driver - OTR - Earn Up To 72 CPM

Marten Transport Pollock Pines, CA

Class A CDL Truck Driver - OTR - Earn Up To 72 CPM

Marten Transport Kings Beach, CA

# EXHIBIT B



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3 months ago



Join Western Flyer Xpress today! We offer maximum miles, the best LP program in the industry, and an experienced team that makes YOU successful! Don't miss this opportunity! Call Recruiting @ 833-DRV-4WFX. #drivewfx #ontheroad #cdldrivers #trucklife #bestfleets #otrtrucker #truckdriver #truckdrivers #truckdriverlife #highway #travel #driving #lease #own #buy #work #workhard #workhardplayhard #worklife #drivingjobs #jobs #trucking #fleet #ontheroad #hauling #OKC #oklahoma

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3 months ago ·





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Many career CDL drivers consider moving into owner-operator an unattainable goal. We can help get you there. WFX offers the best lease-purchase on the road, with experienced fleet managers and plenty of miles - check out what we have to offer! [#driveWFX](#) [#leasetoown](#) [#ontheroad](#) [#ca](#)

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Looking for an opportunity to lease-purchase superior equipment, with plenty of miles? We get it! Come see if WFX has the truck for you! [#drivewfx](#) [#drivethedream](#) [#kenworth](#) [#refrigeratedfreight](#) [#ontheroad](#) [#truckdrivers](#) [#cdldrivers](#) [#trucklife](#)

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Its a great time to lease a truck and get started on your way to ownership. We've got the freight and equipment you're looking for - are you ready? . . . #driveWFX #kenworth #trucks #cdl #cdldriver #drivethedream #miles #bigrig #bigrigdriver #trucking #driveyourdream #ontheroad #runthemiles #cdl #cdldriver #cdlcontractor #leasetoown #otrtrucker #kenworthtrucks #besttrucks

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
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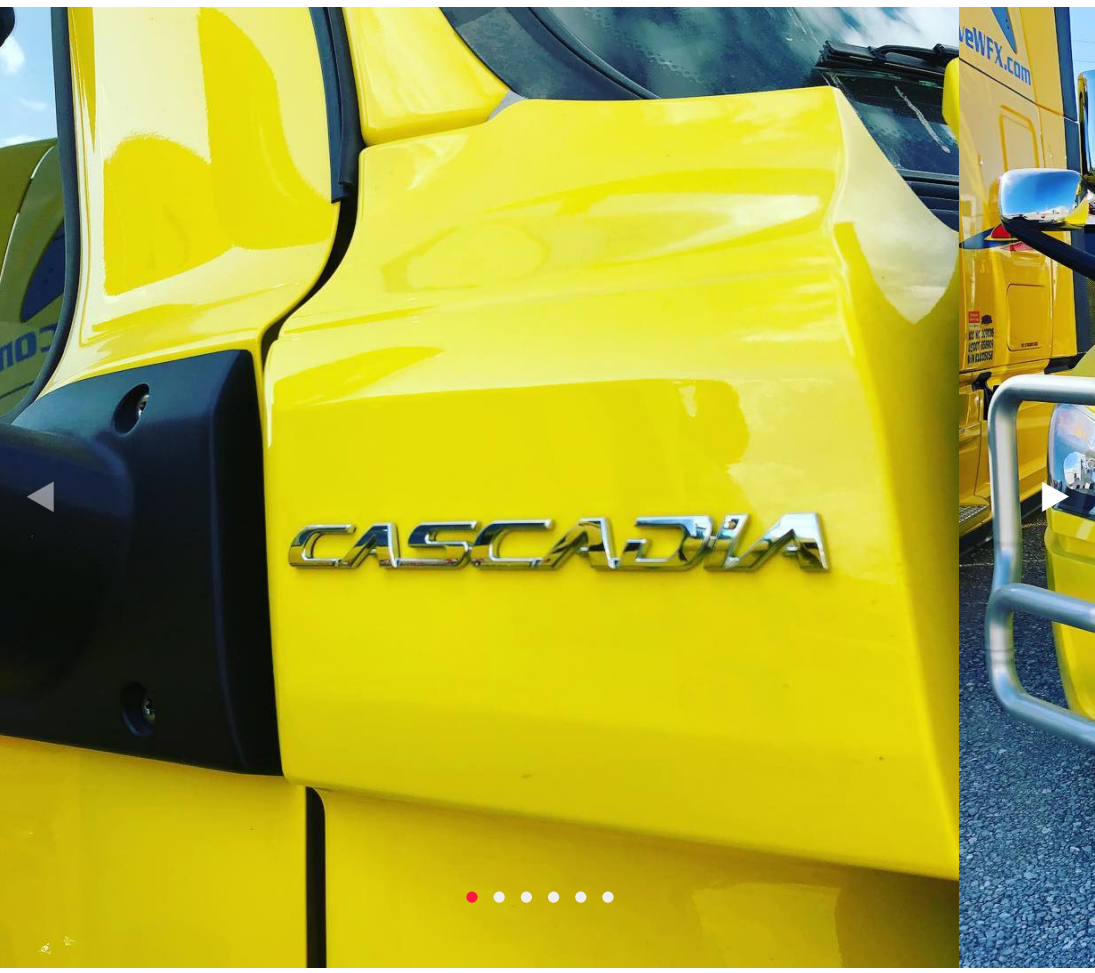
Looking for a great career in trucking? Check out our lease program, it might be right for you! . . #  
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Ready to own this beautiful 2019 Freightliner Cascadia? We have a new lease-to-own program that might be right for you! \$0 down, \$1.00 buyout. Available Now. . . #leasetoown #newtrucks #ontheroad #lovetodrive #drivewfx #okctrucks #freightliner #driveyourdream #freightlinertrucks #otr driver #otrcontractor #cdllife #trucking #truckinglife #trucks #ownyourfuture #cdldriver #cdlcontractor #thankatrucker

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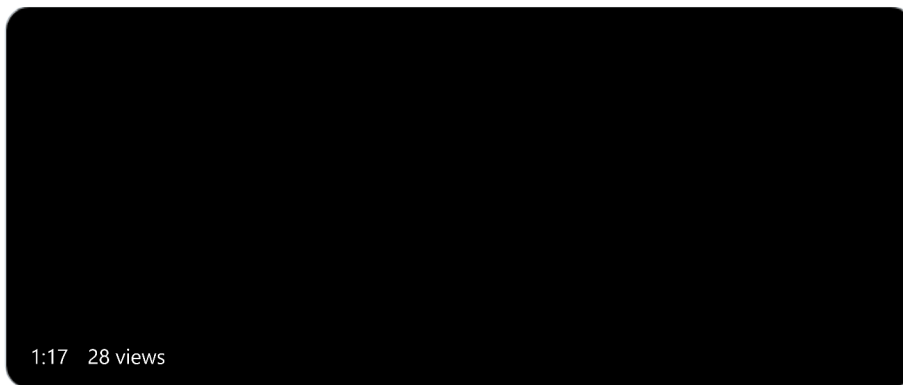


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**Western Flyer Express**  
@driveWFX

#future via [ripl.com](#)

Looking for superior equipment, all the miles you can run, great lease-to-own deal? We might have a match for you ....

#drivewfx #leasetoown #cdldriver #cdlcontractor #otrtrucker #driveyourdream #owneroperator #bestdrivers #cdlclassA



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**Western Flyer E**  
@driveWFX

Where our drive a front seat! Okl. Western Flyer Ex regional, dedicat

### What's happening

Music · 1 hour ago

**Nickelback is up to som**

Trending with: [Nickelback](#)

**#ProjectPower** 📺

Netflix has the blockbuster

Promoted by NetflixFilm

Trending in United States

**Blockbuster**

30.9K Tweets

US election · 2 hours ago

**Democratic National Co announces its speaker li**

Trending with: [The DNC](#)

Politics · Trending

**China Plague**

23.3K Tweets

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### Relevant people



**Western Flyer Express**

@driveWFX

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Where our drivers and contractors take a front seat! Oklahoma City-based Western Flyer Express offers local, regional, dedicated and OTR lanes.

### What's happening

Music · 1 hour ago

**Nickelback is up to something**

Trending with: [Nickelback](#)



**#ProjectPower** 📢

Netflix has the blockbusters

Promoted by NetflixFilm

Trending in United States

**Blockbuster**

30.9K Tweets

US election · 2 hours ago

**Democratic National Convention announces its speaker lineup**

Trending with: [The DNC](#)



Politics · Trending

**China Plague**

23.3K Tweets

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# EXHIBIT D





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## TEAM DRIVERS

### CDL CLASS A OTR DRIVER'S NEEDED!

## DRIVE FOR WESTERN FLYER XPRESS

Western Flyer Xpress offers one of the best lease purchase programs in the industry!! Most carriers have a fixed weekly truck expense. At WFX, you pay a small weekly rate (\$145) and then an additional \$0.23 per mile. So, if you ever take a week off, or have a breakdown you WILL NOT go deep into the hole. That coupled with a true bumper-to-bumper warranty (includes tires and oil changes) you have one of the best LP programs that puts you in position to be successful!

### CDL-A COMPANY TRUCK DRIVERS:

- Average Length of Haul: 1050-1200 miles
- Average Miles per Week: 6000+
- Home Time: every 2-3 weeks for 2-3 days
- Freight - Dry Van
- Drop & Hook 90% No-Touch 95%
- Pay/Mile \$.60 - .65 Split CPM pending previous experience (See pay sheet for all details)
- Cash Advance \$100 available per week
- Safety Bonus \$100/\$50/\$50 to contractor for passing level 1,2,3 DOT inspection
- Empty Miles- CPM paid on all miles loaded and empty
- Layover-\$75.00 after 24 hours for each driver
- Multi-Stop - \$25.00 for each drop excluding last drop
- Detention pay- Varies
- Driver pay-PC Miler
- Per Diem paid
- Direct Deposit

### CDL-A COMPANY TRUCK DRIVER REQUIREMENTS:

- Must be 23+ years old
- 1 out of last 3 years or 2 of last 5 years tractor/trailer experience

[CLICK HERE TO APPLY ONLINE!](#)

COMPLETE THE FORM FOR MORE INFORMATION ABOUT

### WESTERN FLYER XPRESS

First Name

Last Name

Email Address	<input type="text"/>
Primary Phone	<input type="text"/>
Home City	<input type="text"/>
State	<input type="text" value="---"/>
Driver Type?	<input type="text" value="---"/>
Solo or Team?	<input type="text" value="---"/>
Years of tractor trailer experience?	<input type="text" value="---"/>
Do you have a Class A License?	<input type="text" value="---"/>
<input type="submit" value="SEND"/>	

Western Flyer Express Operations runs out of our terminals in Oklahoma City, OK and Midlothian TX. Our team of seasoned dispatchers, planners and CSRs as well as our complete staff of qualified shop technicians keep our drivers and contractors running the miles.

Our DriverSync app provides in-real-time support 24/7/365.

[DRIVE FOR WFX!](#)

#### CONTACT INFO

Address:  
4050 W I-40 Service Road  
Oklahoma City, OK 73108

Business hours:  
Mon - Fri: 8AM - 5PM

Phone number:  
405.946.7289



#### QUICK LINKS

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#### CONTACT US

**EXHIBIT E**



Here is the info we spoke of on the Lease Purchase. Did you know WFX bumper to bumper warranty covers absolutely everything on your truck, even your tires and oil changes? You are never out of pocket a dime! Drivers are averaging lots of miles, running beautiful lanes.

### ***About the Lease Purchase:***

- ~Take your pick we generally have 2016-2019 and newer Freightliner Cascadias, ,
- ~ \$1.00 Buyout at the end of the lease, don't want to own it? That's okay swap it in for a newer one!!
- ~All Trucks are Owner Op Spec'd, and have APUs and Invertors, Flatscreen TV and Directv Service is installed on most.
- ~Drivers will earn 1.02 - \$1.012 per mile dry van, and 1.12-1.17 per mile reefer, \$1.24 for Flatbed PLUS 100% of the Fuel Surcharge, on all miles Loaded, Empty or Bobtailing
- ~Drivers pay .12 cpm for a BUMPER TO BUMPER warranty, this warranty covers your truck from top to bottom!!
- ~Lots of miles!! Expect to run on average 2800-3300 miles a week, run harder get more, they have all the miles you want!
- ~Average length of haul is 850 miles, lots of drop and hooks, and lots of relays!! We keep you moving!!
- ~No cost for base plates, permits, no Trailer rental, We even reimburse you for your scales and tolls!!
- ~ Walk away lease, YOU HAVE NOTHING TO LOSE!
- ~ Complete Benefit Package for Lease Purchase Drivers Available (see attached document)

### **Main Expenses**

1. Truck Payment = \$145.00/week plus .23CPM
2. Fuel = Varies each week based on miles ran and MPG

3. Maintenance = .12CPM (This covers the BUMPER to BUMPER Warranty)

These are your weekly fixed expenses

1. Transflo \$6.50
2. Qualcomm \$25.00
3. Bobtail insurance \$7.50
4. Occupational Accident Insurance \$29.54
5. Physical Damage Insurance \$87.00
6. Rider program \$5.00

**THESE STUBS ARE REEFER / DRYVAN**

--



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**EXHIBIT F**

DATE: 02-27-19 WF2010  
 TIME: 16:37

WESTERN FLYER EXPRESS LLC  
 HISTORY SETTLEMENTS DOMESTIC OWNERS

SET15  
 PAGE 1

OWNER [REDACTED] 00000 00000  
 UNIT 2764C

OTR

CD	ORDER	D#	DATE	FROM	ST	TO	ST	REVENUE	%	LEASE - AMT	LOADED - MILE	-- RATE	EMPTY - MILE	- RATE	ADD'L PAY	DUE OWNER	PDEX MOMO
00	0552995	01	2/12	Portland	OR	Lebec	CA			899	1.320		171	1.320		1412.40	0202
00	0552995	01	2/12	STOP/PICKUP											25.00	25.00	0202
00	0553242	02	2/15	Lebec	CA	Buena Park	CA			94	1.320					124.08	0202
00	0553600	01	2/15	Carson	CA	Stone Mtn	GA			2196	1.320		18	1.320		2922.48	0202
** TOTAL REVENUE														25.00	4483.96	**	
										3,189		189					**

CD	ORDER	D#	SQ	DATE	DESCRIPTION	ESC BEG BALANCE	ESC CUR BALANCE	BEGINNING BALANCE	CURRENT BALANCE	EXPENSE REIMBURSED	EX MO
40	0552995	01	2/13	SCALE REIMBURSEME						11.50	0202
40	0552995	02	2/13	SCALE REIMBURSEME						2.00	0202
40	0552995	03	2/13	SCALE REIMBURSEME						2.00	0202
40	0552995	04	2/13	SCALE REIMBURSEME						2.00	0202
** TOTAL EXPENSE REIMBURSED										17.50	****

CD	ORDER	D#	SQ	DATE	DESCRIPTION	ESC BEG BALANCE	ESC CUR BALANCE	BEGINNING BALANCE	CURRENT BALANCE	CHARGES DEDUCTED	E/C/B CHG BCK	PD EX MO
56			11	12/05	TRANSFLO					3.56		0202
59			11	12/05	2290 TAX					10.58		0202
60			11	12/05	OCCUPATIONAL ACCI					29.54		0202
61			11	12/05	BOB TAIL INSURANC					7.50		0202
62			11	12/05	PHYSICAL DAMAGE I					87.00		0202
68			11	12/05	WARRANTY					405.36		0202
72			11	12/05	DRIVER LEGAL PLAN					2.98		0202
77			19	12/05	TRUCK PAYMENT			42,630.00	41,325.00	145.00		0202
77			20	12/05	TRUCK PAYMENT			168,865.77	163,330.13	776.94		0202
80			11	12/05	EQUINOX					22.99		0202
81			11	12/05	QUALCOMM EQUIPMEN					12.50		0202
83			11	12/05	QUALCOMM MESSAGIN					12.50		0202
85	0552995	01	01	2/13	OAKLOR-FUEL -0443					155.10		0202
85	0552995	01	02	2/14	ORLACA-FUEL -0160					187.96		0202
85	0552995	01	03	2/14	ORLACA-FUEL -0160					10.00		0202
85	0553242	02	01	2/15	CASACA-FUEL -0152					168.14		0202
85	0553600	01	01	2/16	HESPCA-FUEL -0161					162.00		0202
85	0553600	01	02	2/16	KINGAZ-FUEL -0363					275.25		0202
85	0553600	01	03	2/16	KINGAZ-FUEL -0363					35.54		0202
85	0553600	01	04	2/18	CHOCOK-FUEL -0444					331.05		0202
** TOTAL CHARGES										2,841.49	****	

\*\* TOTAL E/C/B CHARGE BACKS .00  
 E/C/B=ESCROW CHARGES NOT INCLUDED IN CHARGES DEDUCTED TOTAL

\*\*\*\* TOTAL AMOUNT PAID OWNER 1,659.97

DATE: 02-27-19 WF2010  
 TIME: 16:37

WESTERN FLYER EXPRESS LLC  
 HISTORY SETTLEMENTS DOMESTIC OWNERS

SET15  
 PAGE 1

OWNER [REDACTED] 00000 00000  
 UNIT 2764C

*OTR*

CD	ORDER	D#	DATE FROM	ST TO	ST	REVENUE	%	LEASE - AMT	LOADED - MILE	-- RATE	EMPTY - MILE	- RATE	ADD'L PAY	DUE OWNER	PDEX MOMO	
00	0547449	02	2/02	Yard OK De Kalb	IL			779	1.320					1028.28	0202	
00	0549072	01	2/02	Lawton OK Yard	OK			83	1.320					109.56	0202	
00	0549647	01	2/07	GrandPrairTX Auburn	WA			2111	1.320		12	1.320		2802.36	0202	
00	0549647	01	2/07	STOP/PICKUP									25.00	25.00	0202	
00	0550318	01	2/05	Carol StrmIL Dallas	TX			919	1.320		34	1.320		1257.96	0202	
** TOTAL REVENUE														25.00	5223.16	**
														3,892	46	**

CD	ORDER	D#	SQ	DATE	DESCRIPTION	ESC BEG BALANCE	ESC CUR BALANCE	BEGINNING BALANCE	CURRENT BALANCE	EXPENSE REIMBURSED	EX MO
40	0550318	01	2/05	SCALE REIMBURSEME						11.50	0202
** TOTAL EXPENSE REIMBURSED										11.50	****

CD	ORDER	D#	SQ	DATE	DESCRIPTION	ESC BEG BALANCE	ESC CUR BALANCE	BEGINNING BALANCE	CURRENT BALANCE	CHARGES DEDUCTED	E/C/B CHG BCK	PD EX MO MO
56		10	12/05	TRANSFLO						3.56		0202
59		10	12/05	2290 TAX						10.58		0202
60		10	12/05	OCCUPATIONAL ACCI						29.54		0202
61		10	12/05	BOB TAIL INSURANC						7.50		0202
62		10	12/05	PHYSICAL DAMAGE I						87.00		0202
68		10	12/05	WARRANTY						472.56		0202
72		10	12/05	DRIVER LEGAL PLAN						2.98		0202
77		17	12/05	TRUCK PAYMENT			42,630.00	41,470.00		145.00		0202
77		18	12/05	TRUCK PAYMENT			168,865.77	164,235.87		905.74		0202
80		10	12/05	EQUINOX						22.99		0202
81		10	12/05	QUALCOMM EQUIPMEN						12.50		0202
83		10	12/05	QUALCOMM MESSAGIN						12.50		0202
85	0547449	02	01	2/02	TULSOK-FUEL -0495					264.79		0202
85	0549647	01	01	2/07	IRVITX-FUEL -0010					127.24		0202
85	0549647	01	02	2/07	AMARTX-FUEL -0497					351.15		0202
85	0549647	01	03	2/07	AMARTX-FUEL -0497					28.13		0202
85	0549647	01	04	2/09	SLC UT-FUEL -0371					315.69		0202
85	0549647	01	05	2/09	SLC UT-FUEL -0371					20.25		0202
85	0550318	01	01	2/05	MONEIL-FUEL -9531					294.92		0202
** TOTAL CHARGES										3,114.62	****	
** TOTAL E/C/B CHARGE BACKS											.00	
E/C/B=ESCROW CHARGES NOT INCLUDED IN CHARGES DEDUCTED TOTAL												
**** TOTAL AMOUNT PAID OWNER						2,120.04						



DATE: 02-27-19 WF2010  
TIME: 16:37

WESTERN FLYER EXPRESS LLC  
HISTORY SETTLEMENTS DOMESTIC OWNERS

SET15  
PAGE 1

OWNER [REDACTED] 00000 00000  
UNIT 2764C

OTR

CD	ORDER	D#	DATE FROM	ST TO	ST	REVENUE	%	LEASE AMT	LOADED MILE	- RATE	- MILE	EMPTY RATE	ADD'L PAY	DUE OWNER	PDEX MOMO
00	0549348	01	1/30	BaxterSpgsKS	Denver	CO		689	1.320		88	1.320		1025.64	0201
00	0549628	01	1/28	Alburtis	PA Springfld	MO		1068	1.320		148	1.320		1605.12	0201
00	0550138	01	1/31	Greeley	CO Lawton	OK		679	1.320		52	1.320		964.92	0202
** TOTAL REVENUE								2,436			288			3595.68	**

CD	ORDER	D#	SQ	DATE	DESCRIPTION	ESC BEG BALANCE	ESC CUR BALANCE	BEGINNING BALANCE	CURRENT BALANCE	EXPENSE REIMBURSED	EX MO
40	0550138	01	2/01	SCALE	REIMBURSEME					11.50	0202
** TOTAL EXPENSE REIMBURSED										11.50	****

CD	ORDER	D#	SQ	DATE	DESCRIPTION	ESC BEG BALANCE	ESC CUR BALANCE	BEGINNING BALANCE	CURRENT BALANCE	CHARGES DEDUCTED	E/C/B CHG BCK	PD EX MO MO
56			09	12/05	TRANSFLO					3.56		0202
59			09	12/05	2290 TAX					10.58		0202
60			09	12/05	OCCUPATIONAL ACCI					29.54		0202
61			09	12/05	BOB TAIL INSURANC					7.50		0202
62			09	12/05	PHYSICAL DAMAGE I					87.00		0202
68			09	12/05	WARRANTY					326.88		0202
72			09	12/05	DRIVER LEGAL PLAN					2.98		0202
77			15	12/05	TRUCK PAYMENT			42,630.00	41,615.00	145.00		0202
77			16	12/05	TRUCK PAYMENT			168,865.77	164,862.39	626.52		0202
80			09	12/05	EQUINOX					22.99		0202
81			09	12/05	QUALCOMM EQUIPMEN					12.50		0202
83			09	12/05	QUALCOMM MESSAGIN					12.50		0202
85	0549348	01	01	1/30	JOPLMO-FUEL -0438					347.16		0202
85	0549348	01	02	1/30	JOPLMO-FUEL -0438					29.33		0202
85	0549628	01	01	1/29	EATCOOH-FUEL -0437					309.51		0201
85	0550138	01	01	2/01	AUROCO-FUEL -0438					286.83		0202
** TOTAL CHARGES										2,260.38	****	
** TOTAL E/C/B CHARGE BACKS											.00	
E/C/B=ESCROW CHARGES NOT INCLUDED IN CHARGES DEDUCTED TOTAL												
**** TOTAL AMOUNT PAID OWNER								1,346.80				

DATE: 02-27-19 WF2010  
TIME: 16:38

WESTERN FLYER EXPRESS LLC  
HISTORY SETTLEMENTS DOMESTIC OWNERS

SET15  
PAGE 1

*OTR*

OWNER [REDACTED] 00000 00000  
UNIT 5545C

CD ORDER	D#	DATE FROM	ST TO	ST	REVENUE	%	LEASE AMT	LOADED MILE	EMPTY RATE	ADD'L PAY	DUE OWNER	PDEX MOMO
00	0545424	01	1/13 DETENTION	PA	25.00					25.00	25.00	0101
00	0545424	01	1/13 Houston	TX			530	1.330	188	1.330	954.94	0101
00	0546372	02	1/14 Tulsa	OK			564	1.330	40	1.330	803.32	0101
00	0546749	01	1/17 Norman	OK			24	1.330			31.92	0101
00	0546849	01	1/16 Rochester	IN			829	1.330	149	1.330	1300.74	0101
00	0547359	02	1/18 Yard	OK			1010	1.330			1343.30	0101

\*\* TOTAL REVENUE 25.00  
2,957 377 25.00 4459.22 \*\*

CD	ORDER D#	SQ	DATE	DESCRIPTION	ESC BEG BALANCE	ESC CUR BALANCE	BEGINNING BALANCE	CURRENT BALANCE	CHARGES DEDUCTED	E/C/B CHG BCK	PD EX MO MO
56		62	11/21	TRANSFLO					3.56		0101
59		62	11/21	2290 TAX					10.58		0101
60		62	11/21	OCCUPATIONAL ACCI					29.54		0101
61		62	11/21	BOB TAIL INSURANC					7.50		0101
62		62	11/21	PHYSICAL DAMAGE I					84.00		0101
68		62	11/21	WARRANTY					333.40		0101
72		62	11/21	DRIVER LEGAL PLAN					4.48		0101
77	01	23	11/21	TRUCK PAYMENT			19,575.00	10,875.00	145.00		0101
77	01	24	11/21	TRUCK PAYMENT			70,614.39	37,367.19	700.14		0101
80		30	6/05	UTBA					51.04		0101
81		62	11/21	QUALCOMM EQUIPMEN					12.50		0101
83		62	11/21	QUALCOMM MESSAGIN					12.50		0101
85	0545424	01	01	1/14 BUFFTX-FUEL -0141					356.25		0101
85	0546372	02	01	1/15 TULSOK-FUEL -0489					167.34		0101
85	0546372	02	02	1/15 TULSOK-FUEL -0489					15.77		0101
85	0546849	01	01	1/16 TIPTIN-FUEL -0496					234.88		0101
85	0546849	01	02	1/16 TIPTIN-FUEL -0496					14.01		0101
85	0547359	02	01	1/19 CHOCOK-FUEL -0434					233.94		0101
85	0547359	02	02	1/20 FAIRTN-FUEL -0491					137.10		0101
85	0547359	02	03	1/20 FAIRTN-FUEL -0491					31.78		0101

\*\* TOTAL CHARGES 2,585.31 \*\*\*\*

\*\* TOTAL E/C/B CHARGE BACKS  
E/C/B=ESCROW CHARGES NOT INCLUDED IN CHARGES DEDUCTED TOTAL .00

\*\*\*\* TOTAL AMOUNT PAID OWNER 1,873.91

DATE: 02-27-19 WF2010  
 TIME: 16:38

WESTERN FLYER EXPRESS LLC  
 HISTORY SETTLEMENTS DOMESTIC OWNERS

SET15  
 PAGE 1

OWNER [REDACTED] 00000 00000  
 UNIT 5545C

**OTR**

CD	ORDER	D#	DATE FROM	ST TO	ST	REVENUE	%	LEASE - LOADED - --	EMPTY -	ADD'L	DUE	PDEX			
								AMT	MILE	RATE	MILE	RATE	PAY	OWNER	MOMO
00	0547403	00	1/22	NE DELIVERY		150.00					150.00		150.00	150.00	0201
00	0547403	02	1/22	Topeka	KS S PlainfldNJ			1228	1.320		55	1.320		1693.56	0201
00	0547555	01	1/20	Ft Mill	SC Edgerton KS			983	1.320		80	1.320		1403.16	0201
00	0548301	01	1/25	Newark	NJ Tulsa OK			1324	1.320		21	1.320		1775.40	0201
** TOTAL REVENUE						150.00					150.00		5022.12		**
								3,535			156				**

CD	ORDER	D#	SQ	DATE	DESCRIPTION	ESC BEG	ESC CUR	BEGINNING	CURRENT	CHARGES	E/C/B	PD EX
						BALANCE	BALANCE	BALANCE	BALANCE	DEDUCTED	CHG BCK	MO MO
56			63	11/21	TRANSFLO					3.56		0202
59			63	11/21	2290 TAX					10.58		0202
60			63	11/21	OCCUPATIONAL ACCI					29.54		0202
61			63	11/21	BOE TAIL INSURANC					7.50		0202
62			63	11/21	PHYSICAL DAMAGE I					84.00		0202
68			63	11/21	WARRANTY					369.10		0202
72			63	11/21	DRIVER LEGAL PLAN					4.48		0202
77		01	25	11/21	TRUCK PAYMENT			19,575.00	10,730.00	145.00		0202
77		01	26	11/21	TRUCK PAYMENT			70,614.39	36,667.05	775.11		0202
80			31	6/05	UTBA					51.04		0202
81			63	11/21	QUALCOMM EQUIPMEN					12.50		0202
83			63	11/21	QUALCOMM MESSAGIN					12.50		0202
85	0547403	02	01	1/23	BOONMO-FUEL -5830					330.90		0201
85	0547403	02	02	1/23	BOONMO-FUEL -5830					25.28		0201
85	0547403	02	03	1/24	LONDOH-FUEL -0152					176.92		0201
85	0547555	01	01	1/21	DANDIN-FUEL -0127					377.52		0201
85	0548301	01	01	1/27	HARRPA-FUEL -0367					144.38		0202
85	0548301	01	02	1/27	NITRWV-FUEL -0356					388.96		0202
85	0548301	01	03	1/28	CATLKY-FUEL -0367					32.68		0201

\*\* TOTAL CHARGES 2,981.55 \*\*\*\*

\*\* TOTAL E/C/B CHARGE BACKS  
 E/C/B=ESCROW CHARGES NOT INCLUDED IN CHARGES DEDUCTED TOTAL .00

\*\*\*\* TOTAL AMOUNT PAID OWNER 2,040.57

DATE: 02-27-19 WF2010  
 TIME: 16:38

WESTERN FLYER EXPRESS LLC  
 HISTORY SETTLEMENTS DOMESTIC OWNERS

SET15  
 PAGE 1

OWNER [REDACTED] 00000 00000  
 UNIT 5545C

OTR

CD	ORDER	D#	DATE FROM	ST TO	ST	REVENUE	%	LEASE AMT	LOADED MILE	EMPTY RATE	ADD'L PAY	DUE OWNER	PDEX MOMO
00	0543764	01	1/07	Woodruff	SC Conley	GA		172	1.330	207	1.330	504.07	0101
00	0544596	02	1/05	Yard	OK Mebane	NC		1164	1.330			1548.12	0101
00	0545640	01	1/11	Buford	GA Houston	TX		830	1.330	47	1.330	1166.41	0101
** TOTAL REVENUE												3218.60	**
								2,166		254			**

CD	ORDER	D#	SQ	DATE	DESCRIPTION	ESC BEG BALANCE	ESC CUR BALANCE	BEGINNING BALANCE	CURRENT BALANCE	CHARGES DEDUCTED	E/C/B CHG BCK	PD EX MO MO
56			61	11/21	TRANSFLO					3.56		0101
59			61	11/21	2290 TAX					10.58		0101
60			61	11/21	OCCUPATIONAL ACCI					29.54		0101
61			61	11/21	BOB TAIL INSURANC					7.50		0101
62			61	11/21	PHYSICAL DAMAGE I					84.00		0101
68			61	11/21	WARRANTY					242.00		0101
72			61	11/21	DRIVER LEGAL PLAN					4.48		0101
77		01	21	11/21	TRUCK PAYMENT			19,575.00	11,020.00	145.00		0101
77		01	22	11/21	TRUCK PAYMENT			70,614.39	37,875.39	508.20		0101
80			29	6/05	UTBA					51.04		0101
81			61	11/21	QUALCOMM EQUIPMEN					12.50		0101
83			61	11/21	QUALCOMM MESSAGIN					12.50		0101
85	0543764	01	01	1/07	HR NC-FUEL -0138					212.61		0101
85	0545640	01	01	1/11	LG GA-FUEL -0351					399.48		0101
85	0545640	01	02	1/11	LG GA-FUEL -0351					29.10		0101

\*\* TOTAL CHARGES 1,752.09 \*\*\*\*

\*\* TOTAL E/C/B CHARGE BACKS .00  
 E/C/B=ESCROW CHARGES NOT INCLUDED IN CHARGES DEDUCTED TOTAL

\*\*\*\* TOTAL AMOUNT PAID OWNER 1,466.51

DATE: 02-27-19 WF2010  
 TIME: 16:38

WESTERN FLYER EXPRESS LLC  
 HISTORY SETTLEMENTS DOMESTIC OWNERS

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OWNER ████████████████████ 00000 00000  
 UNIT 5132C

OTR

CD	ORDER	D#	DATE	FROM	ST	TO	ST	REVENUE	%	LEASE - LOADED - AMT	-- EMPTY - MILE	RATE	MILE	RATE	ADD'L PAY	DUE OWNER	PDEX MOMO
00	0549800	01	2/12	Canton	NC	Mc Kinney	TX			920	1.320	183	1.320			1455.96	0202
00	0550426	01	2/15	Park City	KS	Hainesport	NJ			1333	1.320	118	1.320			1915.32	0202
00	0550426	01	2/15	STOP/PICKUP											25.00	25.00	0202
00	0552174	01	2/11	Woodruff	SC	Conley	GA			172	1.320	225	1.320			524.04	0202
00	0553299	01	2/14	Arlington	TX	Enid	OK			287	1.320	46	1.320			439.56	0202
** TOTAL REVENUE										2,712		572		25.00	4359.88	**	

CD	ORDER	D#	SQ	DATE	DESCRIPTION	ESC BEG BALANCE	ESC CUR BALANCE	BEGINNING BALANCE	CURRENT BALANCE	CHARGES DEDUCTED	E/C/B CHG BCK	PD EX MO MO
56			22	9/14	TRANSFLO					3.56		0202
59			22	9/14	2290 TAX					10.58		0202
60			22	9/14	OCCUPATIONAL ACCI					29.54		0202
61			22	9/14	BOB TAIL INSURANC					7.50		0202
62			22	9/14	PHYSICAL DAMAGE I					87.00		0202
68			23	9/14	WARRANTY					328.40		0202
72			22	9/14	DRIVER LEGAL PLAN					2.98		0202
73			09	12/31	PASSENGER INSURAN					5.13		0202
77			44	9/14	TRUCK PAYMENT			33,060.00	30,015.00	145.00		0202
77			45	9/14	TRUCK PAYMENT			119,942.13	106,913.52	689.64		0202
80			22	9/14	EQUINOX					22.99		0202
81			22	9/14	QUALCOMM EQUIPMEN					12.50		0202
83			22	9/14	QUALCOMM MESSAGIN					12.50		0202
85	0549800	01	01	2/13	PRESAR-FUEL -2534					366.80		0202
85	0549800	01	02	2/13	PRESAR-FUEL -2534					29.86		0202
85	0550426	01	01	2/15	ENIDOK-FUEL -5231					205.99		0202
85	0550426	01	02	2/16	NEPAOH-FUEL -5830					342.15		0202
85	0550426	01	03	2/16	NEPAOH-FUEL -5830					26.91		0202
85	0552174	01	01	2/11	CLINSC-FUEL -0159					243.13		0202
** TOTAL CHARGES										2,572.16	****	
** TOTAL E/C/B CHARGE BACKS											.00	
E/C/B=ESCROW CHARGES NOT INCLUDED IN CHARGES DEDUCTED TOTAL												
**** TOTAL AMOUNT PAID OWNER						1,787.72						



DATE: 02-27-19 WF2010  
 TIME: 16:39

WESTERN FLYER EXPRESS LLC  
 HISTORY SETTLEMENTS DOMESTIC OWNERS

SET15  
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OWNER [REDACTED] 00000 00000  
 UNIT 5132C

OTR

CD	ORDER	D#	DATE FROM	ST TO	ST	REVENUE	%	LEASE AMT	LOADED MILE	EMPTY RATE	ADD'L PAY	DUE OWNER	PDEX MOMO
00	0548926	01	1/28	Ogden UT	Mesa AZ			695	1.320	33	1.320	960.96	0201
00	0549137	02	1/26	Yard OK	SaltLakeCyUT			1097	1.320			1448.04	0201
00	0549137	02	1/26	STOP/PICKUP							25.00	25.00	0201
00	0549646	02	1/30	Phoenix AZ	Yard OK			953	1.320	16	1.320	1279.08	0202
** TOTAL REVENUE								2,745		49	25.00	3713.08	**

CD	ORDER	D#	SQ	DATE	DESCRIPTION	ESC BEG BALANCE	ESC CUR BALANCE	BEGINNING BALANCE	CURRENT BALANCE	EXPENSE REIMBURSED	EX MO
40	0550868		01	2/04	SCALE REIMBURSEME					11.50	0202
** TOTAL EXPENSE REIMBURSED										11.50	****

CD	ORDER	D#	SQ	DATE	DESCRIPTION	ESC BEG BALANCE	ESC CUR BALANCE	BEGINNING BALANCE	CURRENT BALANCE	CHARGES DEDUCTED	E/C/B CHG BCK	PD EX MO
56			20	9/14	TRANSFLO					3.56		0202
59			20	9/14	2290 TAX					10.58		0202
60			20	9/14	OCCUPATIONAL ACCI					29.54		0202
61			20	9/14	BOB TAIL INSURANC					7.50		0202
62			20	9/14	PHYSICAL DAMAGE I					87.00		0202
68			21	9/14	WARRANTY					279.40		0202
72			20	9/14	DRIVER LEGAL PLAN					2.98		0202
73			07	12/31	PASSENGER INSURAN					5.13		0202
77			40	9/14	TRUCK PAYMENT			33,060.00	30,305.00	145.00		0202
77			41	9/14	TRUCK PAYMENT			119,942.13	108,199.98	586.74		0202
80			20	9/14	EQUINOX					22.99		0202
81			20	9/14	QUALCOMM EQUIPMEN					12.50		0202
83			20	9/14	QUALCOMM MESSAGIN					12.50		0202
85	0548926	01	01	1/28	SLC UT-FUEL -0367					228.80		0201
85	0548926	01	02	1/28	SLC UT-FUEL -0367					20.95		0201
85	0549137	02	01	1/27	ALBUNM-FUEL -3385					325.38		0201
85	0549137	02	02	1/27	ALBUNM-FUEL -3385					27.31		0201
85	0549646	02	01	1/30	MAYEAZ-FUEL -0438					138.51		0201
85	0549646	02	02	1/30	MAYEAZ-FUEL -0438					30.89		0201
85	0549646	02	03	1/30	GALLNM-FUEL -3515					285.39		0201

\*\* TOTAL CHARGES 2,262.65 \*\*\*\*

\*\* TOTAL E/C/B CHARGE BACKS .00  
 E/C/B=ESCROW CHARGES NOT INCLUDED IN CHARGES DEDUCTED TOTAL

\*\*\*\* TOTAL AMOUNT PAID OWNER 1,461.93

**EXHIBIT G**



Rate: 1.14

<u>Compensation</u>			
Mileage	per mile	2800	\$ 3,192.00
Misc. pay (stop off)			
Surcharge		0.20	\$ 560.00
<b>Total Weekly Revenue</b>			<b>\$ 3,752.00</b>
<u>Fixed Expense</u>			
Fixed Truck Payment			\$ 145.00
Transflow			\$ 3.56
Qualcomm Rental			\$ 25.00
2290 Tax			\$ 10.58
Bob-tail insurance			\$ 7.50
OccAcc (per driver)			\$ 29.54
Physical Damage Insurance			\$ 87.00
<b>Total Fixed Expense</b>			<b>\$ 308.18</b>
<u>Variable Expense</u>			
Vari Truck Payment		\$0.23	\$ 644.00
Maintenance		0.12	\$ 336.00
Fuel mpg/\$		8.50	\$ 2.69
<b>Total Variable Expense</b>			<b>\$ 1,866.12</b>
Total Truck Payment			\$ 789.00
<b>Total Expense</b>			<b>\$ 2,174.30</b>
<b>Net Weekly Settlement</b>			<b>\$ 1,577.70</b>

<u>Compensation</u>			
Mileage	per mile	3000	\$ 3,420.00
Misc. pay (stop off)			
Surcharge		0.20	\$ 600.00
<b>Total Weekly Revenue</b>			<b>\$ 4,020.00</b>
<u>Fixed Expense</u>			
Fixed Truck Payment			\$ 145.00
Transflow			\$ 3.56
Qualcomm Rental			\$ 25.00
2290 Tax			\$ 10.58
Bob-tail insurance			\$ 7.50
OccAcc (per driver)			\$ 29.54
Physical Damage Insurance			\$ 87.00
<b>Total Fixed Expense</b>			<b>\$ 308.18</b>
<u>Variable Expense</u>			
Vari Truck Payment		\$0.23	\$ 690.00
Maintenance		0.12	\$ 360.00
Fuel mpg/\$		8.50	\$ 2.69
<b>Total Variable Expense</b>			<b>\$ 1,999.41</b>
Total Truck Payment			\$ 835.00
<b>Total Expense</b>			<b>\$ 2,307.59</b>
<b>Net Weekly Settlement</b>			<b>\$ 1,712.41</b>

<u>Compensation</u>			
Mileage	per mile	3200	\$ 3,648.00
Misc. pay (stop off)			
Surcharge		0.20	\$ 640.00
<b>Total Weekly Revenue</b>			<b>\$ 4,288.00</b>
<u>Fixed Expense</u>			
Fixed Truck Payment			\$ 145.00
Transflow			\$ 3.56
Qualcomm Rental			\$ 25.00
2290 Tax			\$ 10.58
Bob-tail insurance			\$ 7.50
OccAcc (per driver)			\$ 29.54
Physical Damage Insurance			\$ 87.00
<b>Total Fixed Expense</b>			<b>\$ 308.18</b>
<u>Variable Expense</u>			
Vari Truck Payment		\$0.23	\$ 736.00
Maintenance		0.12	\$ 384.00
Fuel mpg/\$		8.50	\$ 2.69
<b>Total Variable Expense</b>			<b>\$ 2,132.71</b>
Total Truck Payment			\$ 881.00
<b>Total Expense</b>			<b>\$ 2,440.89</b>
<b>Net Weekly Settlement</b>			<b>\$ 1,847.11</b>

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Western Flyer Express Lied to Truck Drivers About 'Lease-Purchase' Program Specifics, Class Action Alleges](#)

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