

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

Case No.: 8:18-cv-1034-T-33TBW

RICHARD COLON, on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

SE INDEPENDENT DELIVERY
SERVICES INC., a Florida Corporation,

Defendant.

2018 APR 27 PM 4:28
U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA, FLORIDA

FILED

CLASS ACTION COMPLAINT

COMES NOW, RICHARD COLON, on behalf of himself and all others similarly situated, by and through his undersigned counsel, and brings this class action Complaint against the Defendant, SE INDEPENDENT DELIVERY SERVICE, INC., a Florida Corporation (herein after referred to as "SEIDS") and states as follows:

GENERAL ALLEGATIONS

1. This is a class action for damages in excess of \$15,000.00 exclusive of attorneys' fees and court costs.
2. Plaintiff, RICHARD COLON, is a Florida resident and is in all respects, sui juris.
3. Defendant, SEIDS, is a corporation authorized to do business in the state of Florida.
4. Venue is proper in the Middle District of Florida based upon the venue provision in the contract described below.
5. This Court has jurisdiction over the action under 28 U.S.C. §1332. The aggregated claims of

TPA050316

the individual members of the proposed Class exceed the sum of or value of \$5,000,000.00, exclusive of costs and interests.

CLASS REPRESENTATION ALLEGATIONS

6. Plaintiff, RICHARD COLON brings this claim, pursuant to Fed.R.Civ.P. 23, on behalf of all independent contractor drivers who entered into an independent contractor agreement with SEIDS within the last 5 years prior to the filing of this Class Action Complaint.
7. This class consists of: all persons who had a contractual relationship with SEIDS to be an independent contract delivery driver through a contractual agreement identical or substantially identical to the contract (The "Contract") attached hereto as **Exhibit "A"**, as amended by course of conduct.
8. Numerosity. Plaintiff, RICHARD COLON alleges on information and belief that the number of class members is so numerous that joinder of all members is impractical. This allegation is based upon Plaintiff's belief that SEIDS enters into contracts with independent delivery drivers across the southeast region of the United States including but not limited to the states of: Alabama, Connecticut, Delaware, Florida, Georgia, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Mississippi, New Hampshire, New Jersey, New Mexico, New York, North Carolina, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Virginia and Washington DC. Upon information and belief, SEIDS has between 460 and 890 drivers who were independent contractors pursuant to identical or substantially identical contract as The Contract as amended by course of conduct.
9. The members of this class will be easily ascertained from the records of SEIDS when discovery commences herein.
10. Commonality and Typicality. Plaintiff, as class representative raises questions of law in fact that are common to the claims of each member of the class. Specifically, the central issues raised by

this action are whether the Defendant, SEIDS, breached its contract with the Plaintiff by not paying Plaintiff for “bonus survey” results pursuant to the Contract attached hereto as Exhibit “A” as amended by course of conduct and by increasing the amount of money it is charging the Plaintiff for insurance premiums without giving the Plaintiff notice as required by the Contract.

11. The claim of the class representative is typical of the claims of each member of the class.

12. The class representative is a Florida resident who will fairly and adequately protect and represent the interest of each member of the class. Additionally, the class representative is fully cognizant of his responsibilities as class representative, and has retained experienced counsel fully capable of, and intent upon, vigorously pursuing this action.

13. Adequacy. The question of law or fact common to the class representative’ claim and each claim of each member of the class predominate over any question of law or fact effecting only individual members of the class. Additionally, the prosecution of separate claims by or against individual member of the class would create a risk of the class which would, as a practical matter, be dispositive of the interest of other members of the class who are not parties to the adjudications, or would substantially impair or impede the ability of other members of the class who are not parties to the adjudication to protect their interest. Class representation is therefore clearly superior to other available methods for the fair and efficient adjudication of this controversy.

COUNT I
BREACH OF CONTRACT RELATING TO
COMPENSATION PAYMENTS TO DRIVERS FOR BONUS SURVEYS

14. Plaintiff reincorporates paragraphs 1-13 as if each were set forth herein.

15. Plaintiff, class representative, RICHARD COLON, entered into a contract with SEIDS entitled “Equipment Lease and Truckman’s Agreement” (“Contract”) as amended by course of conduct whereby Plaintiff agreed to act as an independent contractor and delivery driver for SEIDS

delivering furniture for Rooms To Go to the customers' houses.

16. Upon information and belief, SEIDS is the exclusive delivery company for Rooms To Go and is a wholly owned subsidiary of same.

17. Plaintiff and the class he represents in this action was to be paid pursuant to the compensation scheduled attached as Exhibit "C" to The Contract as amended orally and/or by course of conduct.

18. Beginning the first month of 2013 and continuing throughout the time of Plaintiff's employment in 2017, the parties to The Contract all agreed to orally and/or through their course of conduct modify The Contract as follows:

A. The parties agreed to orally and/or through their course of conduct modify The Contract by mutual assent.

B. Even though The Contract provided that any modification of The Contract needed to be in writing, the parties orally modified The Contract and performed with said oral modifications for approximately 4 years.

C. The parties added other compensation/type of service to Paragraph 2 of Exhibit C to The Contract that were previously not included. Those additional services to be compensated for by Defendant SEIDS were as follows:

(1) "Bonus Survey" Payments. An authorized employee of SEIDS orally agreed to pay drivers such as COLON and those he represents, a bonus for each day that the driver scored a certain percentage on a survey of the customers that the driver delivered to. SEIDS orally agreed to pay COLON and those he represents \$20.00 per day that the survey scored between 90% and 100% and \$15.00 for each day that the driver scored between 85% and 89.99%.

19. Both parties to The Contract performed consistently with the oral amendments set forth

above. Plaintiff's performance under The Contract as amended was received and accepted as a benefit that SEIDS would not otherwise be entitled to under the original contract. In fact, SEIDS did pay other independent contractor drivers for these results of "Bonus Surveys" even though that compensation is not listed in the contract.

20. Given the fact that The Contract has been modified by an oral modification with SEIDS, SEIDS has accepted and acted upon it in such a manner that it would work a fraud upon Plaintiff to refuse to enforce the amended Contract. Further, the performance by Plaintiff of the amended or modified services to SEIDS provided additional and independent consideration not required by the original contract.

21. Defendant breached The Contract as amended by course of conduct by not paying drivers for "bonus surveys" as those terms are described above.

22. Plaintiff and the class he represents has been damaged as a result of Defendant's breaches of contract.

23. Plaintiff has retained the undersigned law firms and has agreed to them a reasonable fee representation in this matter.

24. Plaintiff on behalf of himself and the class he represents demands payment for his attorneys' fees as the prevailing party in this action pursuant to paragraph 20 of The Contract.

WHEREFORE, RICHARD COLON, individually and as class representative, respectfully requests that this court:

1. Declare the Plaintiff to be the proper class representative,
2. Enter judgment in favor of the Plaintiff and the class or persons which he represents and award damages as a result of the Defendant, SE INDEPENDENT DELIVERY SERVICES INC.'s breaches of contract, prejudgment interest, attorneys' fees and

court costs, and,

3. Any other relief this Court deems just and necessary.

COUNT II – BREACH OF CONTRACT RELATING TO INSURANCE INCREASES

25. Plaintiff reincorporates paragraphs 1-13 as if each were set forth herein.

26. Plaintiff, class representative, RICHARD COLON, entered into a contract with SEIDS entitled “Equipment Lease and Truckman’s Agreement” (“Contract”) whereby Plaintiff agreed to act as an independent contractor and delivery driver for SEIDS delivering furniture for Rooms To Go to the customers’ houses.

27. Upon information and belief, SEIDS is the exclusive delivery company for Rooms To Go and is a wholly owned subsidiary of same.

28. COLON and those he represents agreed to allow SEIDS to facilitate securing and administering various insurance coverages on behalf of each driver as set forth in Exhibit D to the Equipment Lease and Truckman’s Agreement.

29. Pages 22 through 24 of the Equipment Lease and Truckman’s Agreement specifically define each type of insurance coverage each driver agreed to pay for the cost per month to each driver for each of those insurance coverages.

30. Paragraph 6 of Exhibit D to the Equipment Lease and Truckman’s Agreement, page 20, requires SEIDS to give COLON and those he represents written notice prior to making any changes in cost or coverage of any of the insurance coverages described in the previous paragraph. This section goes on to provide that COLON and those he represents has 10 days from the date of that notice to object to the changes.

31. The cost for the insurance premiums were being deducted by SEIDS weekly from COLON

and those he represents.

32. SEIDS breached the Equipment Lease and Truckman's Agreement by increasing the cost of the insurance coverages described above and charging those increased costs to COLON without giving COLON and those he represents written notice pursuant to Paragraph 6 of Exhibit D to the Equipment Lease and Truckman's Agreement.

33. COLON and the class he represents has been damaged as a result of Defendant's breaches of contract as set forth above. Specifically, SEIDS withheld additional monies from COLON and those he represents' weekly settlement sheets to pay for these insurance coverages without giving them the required Notices under the Contract . The amount withheld for the insurance coverages increased over time without giving COLON and those he represents notice of the increases and an opportunity to object.

34. Plaintiff has retained the undersigned law firms and has agreed to them a reasonable fee representation in this matter.

35. Plaintiff on behalf of himself and the class he represents demands payment for his attorneys' fees as the prevailing party in this action pursuant to paragraph 20 of The Contract.

WHEREFORE, RICHARD COLON, individually and as class representative, respectfully requests that this court:

1. Declare the Plaintiff to be the proper class representative,
2. Enter judgment in favor of the Plaintiff and the class or persons which he represents and award damages as a result of the Defendant, SE INDEPENDENT DELIVERY SERVICES INC.'s breaches of contract, prejudgment interest, attorneys' fees and court costs, and,
3. Any other relief this Court deems just and necessary.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial on all issues so triable as of right.

DATED submitted this 23rd day of April, 2018.

CHRISTOPHER R. TURNER, PLLC

Attorney for Plaintiff

1305 E. Robinson St.

Orlando, FL 32801

Telephone: 407-796-2278

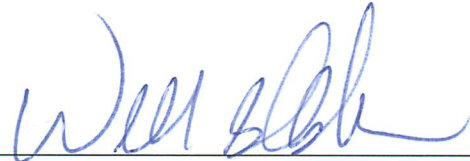
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By: 

Florida Bar Number 47150

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WILLIAM G. OSBORNE, ESQUIRE

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Service address: Service@osborneattorneys.com

Co-Counsel for Plaintiff

Equipment Lease and Truckman's Agreement

This agreement is made this 5th day of January 2013 in the County of Hillsborough State of Florida, between SE Independent Delivery Services, Inc., ("Independent Delivery"), a Florida Corporation and Richard Colon (name) _____ (D.B.A.) (collectively referred to as "CONTRACTOR"), as follows:

Recitals

- A. WHEREAS, Independent Delivery is in the business of providing retail businesses with prompt, courteous, and professional delivery services.
- B. WHEREAS, INDEPENDENT DELIVERY provides its services to its customers through drivers who independently lease / own and operate their (the driver's) own vehicles.
- C. WHEREAS, CONTRACTOR independently owns / leases and operates its own truck.
- D. WHEREAS, CONTRACTOR wishes to provide its services to INDEPENDENT DELIVERY.

NOW, THEREFORE, for consideration of the mutual agreements, terms, covenants, and conditions contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, CONTRACTOR and INDEPENDENT DELIVERY agree as follows:

1. CONTRACTOR'S General Duties. CONTRACTOR shall deliver items for INDEPENDENT DELIVERY's customers and perform such other transportation and/or delivery related services as may be necessary to serve INDEPENDENT DELIVERY's customers.

2. Lease. Pursuant to 49 C.F.R. Section 376.11(a), CONTRACTOR leases to INDEPENDENT DELIVERY and INDEPENDENT DELIVERY leases from CONTRACTOR the equipment ("LEASED EQUIPMENT") described in Exhibit A. CONTRACTOR represents and warrants that CONTRACTOR has title to or is authorized to contract the Equipment and services to INDEPENDENT DELIVERY. Upon taking possession of the Equipment from CONTRACTOR, INDEPENDENT DELIVERY shall furnish to CONTRACTOR a receipt for Equipment, which shall constitute the receipt required by 49 C.F.R. § 376.11(b). Upon termination of this Agreement, CONTRACTOR shall execute a similar receipt for equipment as the written receipt for the return of the Equipment by INDEPENDENT DELIVERY to CONTRACTOR; provided, however, that the Agreement and INDEPENDENT DELIVERY's obligations thereunder shall expire upon the written notice of termination regardless of whether CONTRACTOR submits the receipt required under this provision.



3. Duration. This agreement is effective on the date inserted in the first sentence of this agreement and will remain in effect for a period of one year. Thereafter, it will be effective from year-to-year unless terminated earlier in accordance with Paragraph 4.

4. Termination. This agreement may be terminated at any time:

- a. by mutual consent;
- b. without cause upon either party providing written notice of the termination Twenty (20) days prior to the termination;
- c. for failure by INDEPENDENT DELIVERY or CONTRACTOR to perform any of the provisions of this agreement and such failure continues for a period of Ten (10) days after written notice of default;
- d. for conduct by CONTRACTOR which is contrary to the stated business purpose of INDEPENDENT DELIVERY outlined in Exhibit B;
- e. for conduct by CONTRACTOR which puts, or threatens to put, INDEPENDENT DELIVERY in default of its contractual obligations with its customers; or
- f. upon material breach of this agreement by either of the parties. A material breach of this Agreement is the violation of any federal, state or local law, regulation, or ordinance, or the failure to perform or comply with any provision of this agreement relating to safety, Federal Motor Carrier Safety Regulations, or contractor general duties.

5. Payment. Upon the full and proper performance of deliveries undertaken by CONTRACTOR under this Agreement, INDEPENDENT DELIVERY shall pay CONTRACTOR for CONTRACTOR'S services in accordance with the schedule attached as Exhibit C. INDEPENDENT DELIVERY shall give CONTRACTOR, at the time of payment, a statement showing all hauling revenue and all chargeback items and deductions. CONTRACTOR is entitled to compensation only upon the full and proper performance of deliveries accomplished in each trip undertaken by CONTRACTOR pursuant to this Agreement. If CONTRACTOR'S compensation is based on a percentage of revenue, INDEPENDENT DELIVERY will provide CONTRACTOR with a copy of the rated freight bill or a computer-generated summary containing the same information that would appear on a rated freight bill before or at the time of settlement. During INDEPENDENT DELIVERY'S regular business hours, INDEPENDENT DELIVERY shall make available for inspection by CONTRACTOR delivery manifests, tariffs and other documents from which rates and charges are computed. With respect to final settlement upon termination of this Agreement, the failure on the part of CONTRACTOR

to remove and return to INDEPENDENT DELIVERY all identification devices of INDEPENDENT DELIVERY or a letter certifying their removal shall entitle INDEPENDENT DELIVERY to withhold any payments owed to CONTRACTOR, including any escrow funds, until such obligation is met. Although INDEPENDENT DELIVERY shall use reasonable efforts to make shipments available to CONTRACTOR for transportation during the term of this Agreement, CONTRACTOR acknowledges and agrees that INDEPENDENT DELIVERY does not guarantee any specific number of shipments or amount of revenue to CONTRACTOR during the term of this Agreement. As required by 49 C.F.R. Section 376.12(f), payment of compensation shall be made within 15 days after the CONTRACTOR submits the necessary delivery documents and paperwork concerning a delivery in the service of INDEPENDENT DELIVERY.

6. Chargebacks. INDEPENDENT DELIVERY shall charge back to CONTRACTOR at the time of payment or settlement, any liability or expense INDEPENDENT DELIVERY has incurred or paid that, under this Agreement or any addendum to this Agreement, CONTRACTOR is obligated to bear. Such expenses shall be deducted from the amount of CONTRACTOR's compensation and shall include those expenses set forth in Exhibit E of this Agreement. The amount of each item to be charged back to CONTRACTOR shall be computed based on the actual cost or expense incurred by INDEPENDENT DELIVERY and any administrative fee or mark-up disclosed in Exhibit E or elsewhere in this Agreement or any addendum thereto. INDEPENDENT DELIVERY shall provide CONTRACTOR written itemization and documentation of all charge backs where such documentation is necessary to verify the validity of the charge.

7. Independent Contractor Relationship. INDEPENDENT DELIVERY and CONTRACTOR expressly acknowledge and agree that the services of CONTRACTOR will be rendered as an independent contractor and not as an employee of INDEPENDENT DELIVERY. As an independent contractor, CONTRACTOR is free to accept or reject assignments subject only to the notification requirements set forth in Subparagraph (e) below. In addition, INDEPENDENT DELIVERY and CONTRACTOR agree as follows:

- a. CONTRACTOR shall be responsible for paying all costs associated with the operation of the LEASED EQUIPMENT including, but not limited to, fuel, taxes, repairs, maintenance, lubricants, tires, licenses, registration fees, base plates, permits, tolls and road fines.
- b. CONTRACTOR shall pay its own business expenses and traveling expenses.
- c. CONTRACTOR shall, at its own expense, furnish whatever labor is necessary to provide the contracted delivery services to Independent Delivery's customers, and such laborers shall be deemed to be employees or subcontractors of CONTRACTOR. CONTRACTOR shall also be responsible for the payment of wages, social security, and withholding for any of CONTRACTOR'S employees. Furthermore, CONTRACTOR shall be responsible for the unemployment taxes of

its employees. Contractor shall indemnify and hold INDEPENDENT DELIVERY harmless from any liabilities, claims, or demands (including the costs, expenses and attorneys' fees on account thereof) resulting from any liabilities claims or demands regarding employment of laborers including those alleged by laborers, their heirs or beneficiaries and any federal, state or local government or agency.

d. CONTRACTOR shall be responsible for the unloading of property from the LEASED EQUIPMENT or from the trailer attached to the LEASED EQUIPMENT and any additional transportation services necessary to satisfy INDEPENDENT DELIVERY'S customers.

e. CONTRACTOR shall direct the operation of the LEASED EQUIPMENT in all respects and will determine the means of performance including, but not limited to, such matters as the points of service of equipment, rest stops, and the timing and scheduling of deliveries. In order to ensure uninterrupted services to INDEPENDENT DELIVERY'S customers, CONTRACTOR agrees to notify INDEPENDENT DELIVERY at least forty-eight (48) hours in advance of the LEASED EQUIPMENT being unavailable for dispatch.

f. CONTRACTOR shall supply all of the tools and equipment necessary for making deliveries.

g. CONTRACTOR shall have the right to perform similar services for persons or entities other than INDEPENDENT DELIVERY when the CONTRACTOR is not performing services for INDEPENDENT DELIVERY under this Agreement; provided, however, that CONTRACTOR shall remove or cover up INDEPENDENT DELIVERY'S signage when providing services for any third party, and CONTRACTOR further agrees to indemnify, defend and hold INDEPENDENT DELIVERY harmless against any claim, including property damage, personal injury or death, that should occur through the operation of the LEASED EQUIPMENT when providing services for any entity or individual other than INDEPENDENT DELIVERY.

h. INDEPENDENT DELIVERY shall not provide CONTRACTOR, CONTRACTOR'S employees, or CONTRACTOR'S laborers with any of the fringe or leave benefits provided by INDEPENDENT DELIVERY for INDEPENDENT DELIVERY'S employees.

i. CONTRACTOR may work or take time off, as the CONTRACTOR deems fit, provided that such time off does not detrimentally affect work. In addition, CONTRACTOR is free to accept or reject assignments offered to CONTRACTOR by INDEPENDENT DELIVERY subject to the notification requirements in Paragraph 7(c) above.

j. During the term of this agreement, CONTRACTOR shall obtain the insurance described in Exhibit D. INDEPENDENT DELIVERY shall be named an additional insured on all insurance required under this agreement and no insurance may be canceled unless INDEPENDENT DELIVERY is given Thirty (30) days advance written notice.

k. CONTRACTOR shall have the duty to determine that all shipments are in compliance with the size and weight laws of the states in which or through which the Equipment will travel and to notify INDEPENDENT DELIVERY if the vehicle is overweight, oversized or in need of permits before commencing the haul. Except when the violation results from the acts or omissions of CONTRACTOR, INDEPENDENT DELIVERY shall assume the risks and costs of fines for overweight and oversize trailers when such trailers are preloaded and sealed, or the load is containerized, or for improperly permitted oversized and overweight loads, or the trailer or lading is otherwise outside of CONTRACTOR's control. CONTRACTOR shall pay, or reimburse INDEPENDENT DELIVERY, for any costs or penalties due to CONTRACTOR's failure to weigh each shipment or to notify INDEPENDENT DELIVERY that the vehicle is overweight, oversized or in need of permits.

l. CONTRACTOR agrees to operate the Equipment in a safe and prudent manner at all times in accordance with the laws of the various jurisdictions in which the Equipment will be operated and pursuant to the operating authorities of INDEPENDENT DELIVERY, and in accordance with all rules related to traffic safety, highway protection and road requirements. Moreover, CONTRACTOR agrees that all drivers and/or workers employed by CONTRACTOR will comply with the terms of this Agreement, including the requirement of safe operations, while operating the Equipment on behalf of CONTRACTOR.

m. CONTRACTOR is free to choose the form in which to operate CONTRACTOR's business, but regardless of the form of business entity selected, CONTRACTOR is solely responsible for reporting and paying all local, state and federal taxes associated with CONTRACTOR's business. In that regard, CONTRACTOR agrees and acknowledges that CONTRACTOR knows of its responsibilities to pay estimated social security taxes and state and federal income taxes with respect to the compensation received from INDEPENDENT DELIVERY; that the social security tax CONTRACTOR must pay is higher than the social security tax an individual would pay if he or she was an employee; and that the services provided by CONTRACTOR to INDEPENDENT DELIVERY pursuant to this Agreement is not work covered by the unemployment compensation laws of any state, including Georgia, and that CONTRACTOR is solely responsible for providing unemployment insurance for any of its drivers, helpers or other workers.

n. As an independent contractor, CONTRACTOR is not prohibited from the pickup, transportation, or delivery of property for any other common carrier, other person or entity; provided, however, that when providing services for other companies, CONTRACTOR must remove INDEPENDENT DELIVERY's door signs and CONTRACTOR is subject to the indemnity provisions in Paragraph 10.

8. Loading of Property. INDEPENDENT DELIVERY or INDEPENDENT Delivery's customer will stage all merchandise in a designated loading area.

9. Risk of Loss. The CONTRACTOR does assume responsibility for all merchandise loaded. Any merchandise damaged (other than concealed damage to merchandise to be delivered in a carton) or lost will be repaired or replaced by INDEPENDENT DELIVERY's customer and charged to the CONTRACTOR. See Exhibit E.

10. Indemnification and Hold Harmless. Except as provided in Exhibit D, The CONTRACTOR shall indemnify and hold INDEPENDENT DELIVERY harmless from any liabilities, claims, or demands (including the costs, expenses, and attorney's fees on account thereof) resulting from the injury or death of a person driving, operating, repairing, maintaining, loading or unloading the LEASED EQUIPMENT or from the injury or death of a person making a delivery for INDEPENDENT DELIVERY'S customers. Furthermore, CONTRACTOR shall indemnify and hold INDEPENDENT DELIVERY harmless from any liabilities, claims, or demands (including the costs, expenses, and attorney's fees on account thereof) that may be made:

a. by anyone for injuries to persons or damage to property, including theft, resulting from acts or omissions of the CONTRACTOR or by persons furnished by the CONTRACTOR; or

b. by persons furnished by CONTRACTOR for injuries or damages claimed under Workers' Compensation or similar acts.

At INDEPENDENT DELIVERY'S request, CONTRACTOR shall defend INDEPENDENT DELIVERY against any liability, claim, or demand. INDEPENDENT DELIVERY shall notify CONTRACTOR in writing of any written claims or demands made against INDEPENDENT DELIVERY for which the CONTRACTOR is liable hereunder. CONTRACTOR'S obligations under this paragraph (paragraph 10) shall remain in full force and effect following the termination of this agreement, regardless of the reason for such termination.

11. The Equipment shall be for INDEPENDENT DELIVERY'S exclusive possession, control, and use for the duration of this Agreement. As such, CONTRACTOR shall not operate the Equipment for any other motor carrier or entity during the term of this Agreement without prior written consent from INDEPENDENT DELIVERY. INDEPENDENT DELIVERY shall assume complete responsibility for the

operation of the Equipment for the duration of this Agreement. This subparagraph is set forth solely to conform with DOT regulations and shall not be used for any other purposes, including any attempt to classify CONTRACTOR as an employee of INDEPENDENT DELIVERY. Nothing in the provisions required by 49 C.F.R. § 376.12(c)(1) is intended to affect whether CONTRACTOR or its drivers are an independent contractor or an employee of INDEPENDENT DELIVERY. An independent contractor relationship may exist when a motor carrier such as INDEPENDENT DELIVERY complies with 49 U.S.C. § 14102 and attendant administrative requirements.

12. Third Party Contracts. Pursuant to 49 C.F.R. Section 376.12(i), if the CONTRACTOR has acquired the LEASED EQUIPMENT by purchase contract or rental contract and if such contract gives INDEPENDENT DELIVERY the right to deduct purchase or rental payments from CONTRACTOR'S compensation, then the parties to this agreement shall attach such contract to this agreement and incorporate it by reference as Exhibit F.

13. Bond. CONTRACTOR agrees to post a cash performance bond of Four Thousand Five Hundred Dollars (\$4,500), which will be deducted in regular installments from CONTRACTOR's compensation within 180 days from the date of this Agreement. INDEPENDENT DELIVERY will hold the cash performance bond during the period this agreement remains in effect and for 45 days thereafter. INDEPENDENT DELIVERY shall pay interest on the cash performance bond at a rate equal to the average yield or equivalent coupon issue yield on 91-day Treasury bills. For purposes of calculating the balance of the cash performance bond on which interest is paid, INDEPENDENT DELIVERY may deduct a sum equal to the average advance (including all charge-backs and other deductions) made to CONTRACTOR during the period of time for which interest is paid. The bond shall be held by INDEPENDENT DELIVERY for the purpose of insuring compliance with the provisions of the Agreement. The specific items to which the bond shall apply are all advances, expenses, taxes, fees, fines, penalties, damages, losses, or other amounts paid, owed, or incurred by INDEPENDENT DELIVERY, or owed by CONTRACTOR to a third party under a purchase or rental contract, that are CONTRACTOR's responsibility under the Agreement including, but not limited to, the charge-back and deduction items set forth in Exhibit E and other exhibits (hereafter "Bond Items"). While the bond is under INDEPENDENT DELIVERY's control, INDEPENDENT DELIVERY shall provide an accounting to CONTRACTOR, no less frequently than monthly, of all transactions involving such funds by clearly indicating on individual settlement sheets the amount and description of any deduction or addition made to the bond. In addition, upon CONTRACTOR's request, INDEPENDENT DELIVERY shall provide CONTRACTOR with an accounting of any transactions involving CONTRACTOR's bond.

14. Signage. At INDEPENDENT DELIVERY's option and expense, the LEASED EQUIPMENT will display INDEPENDENT DELIVERY'S logo or the logo of INDEPENDENT DELIVERY'S customer. Upon termination of the agreement,

CONTRACTOR at its own expense shall remove INDEPENDENT DELIVERY'S logo or the logo of INDEPENDENT DELIVERY'S customer from the LEASED EQUIPMENT. Upon the removal of the logo(s), CONTRACTOR shall send a letter to INDEPENDENT DELIVERY certifying such removal and have the LEASED EQUIPMENT inspected by INDEPENDENT DELIVERY personnel to verify such removal. The verification of the removal of the logo(s) is a condition precedent to the CONTRACTOR receiving final payment and the balance of the cash performance bond from INDEPENDENT DELIVERY.

15. Uniforms. At INDEPENDENT DELIVERY'S customers option CONTRACTOR and CONTRACTOR'S employee(s) shall wear uniforms as may be designated by INDEPENDENT DELIVERY'S customers. CONTRACTOR agrees and acknowledges that the requirement that CONTRACTOR and its employees wear a uniform is for security purposes and to comply with the requirements of INDEPENDENT DELIVERY'S customers. This requirement is not intended to impact the independent contractor status of CONTRACTOR or its employees.

16. Removal of Identification Devices From Leased Equipment. Upon termination of the agreement, CONTRACTOR at its own expense shall remove any identification devices required by 49 C.F.R. Section 376.11 from the LEASED EQUIPMENT. Upon the removal of the identification devices, CONTRACTOR shall send a letter to INDEPENDENT DELIVERY certifying such removal and have the LEASED EQUIPMENT inspected by INDEPENDENT DELIVERY personnel to verify such removal. The verification of the removal of the identification devices is a condition precedent to the CONTRACTOR receiving final payment and the balance of the cash performance bond from INDEPENDENT DELIVERY.

17. INDEPENDENT DELIVERY'S Insurance. Pursuant to 49 U.S.C. Section 13906 [formerly 49 U.S.C. Section 10927], INDEPENDENT DELIVERY shall maintain insurance coverage for the protection of the public. INDEPENDENT DELIVERY'S possession of legally required insurance shall in no way restrict INDEPENDENT DELIVERY'S right of indemnification from CONTRACTOR as provided under this Agreement. See Exhibit D.

18. Products or Services from INDEPENDENT DELIVERY. INDEPENDENT DELIVERY shall not require CONTRACTOR to purchase or rent any products, equipment, or services from INDEPENDENT DELIVERY as a condition of entering into this Agreement. In the event CONTRACTOR elects to purchase or rent equipment from INDEPENDENT DELIVERY or from any third party, for which the purchase or rental contract gives INDEPENDENT DELIVERY the right to make deductions from CONTRACTOR'S settlement, then the parties mutually agree to attach and incorporate each such contract, specifying all terms thereof, to this Agreement as a separate addendum.

19. Laws. CONTRACTOR agrees to comply with all federal, state, and local laws and regulations pertaining to its performance under this agreement.

20. Attorney's Fees. If either party files suit to enforce its rights under this agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs.

21. Use of Trailer. CONTRACTOR agrees to return any trailer provided for its use by INDEPENDENT DELIVERY in the same good condition as received by CONTRACTOR, reasonable wear and tear excepted, along with any and all other equipment and property belonging to INDEPENDENT DELIVERY immediately upon INDEPENDENT DELIVERY's request or upon termination of this Agreement. In the event the trailer is not in as good as condition as it was delivered by INDEPENDENT DELIVERY, CONTRACTOR hereby authorizes INDEPENDENT DELIVERY to restore the trailer to proper condition and to charge back to CONTRACTOR the costs of such repairs or reconditioning. In the event CONTRACTOR for any reason fails to comply with this provision and return INDEPENDENT DELIVERY's trailer, CONTRACTOR agrees to reimburse INDEPENDENT DELIVERY for all reasonable expense and costs, including attorney fees, incurred by INDEPENDENT DELIVERY in recovery of its trailer or property from CONTRACTOR or its drivers. CONTRACTOR agrees that in the event it is necessary for INDEPENDENT DELIVERY to enter upon private property or remove private property in order to recover its trailer and property, CONTRACTOR does hereby irrevocably grant INDEPENDENT DELIVERY or its duly authorized agents, permission to do so and further agrees to indemnify and hold harmless INDEPENDENT DELIVERY, and its duly authorized agents, from any form of liability whatsoever in connection with such repossession. CONTRACTOR shall be liable for, and pay, the entire amount for each incident involving direct, indirect and consequential damage, including but not limited to, towing charges, replacement costs for a total loss, arising out of, or in connection with, CONTRACTOR's use of INDEPENDENT DELIVERY's trailers, INDEPENDENT DELIVERY's customer's trailers, other INDEPENDENT DELIVERY equipment, or equipment of any other carrier. Before deducting any such damage from CONTRACTOR's compensation, INDEPENDENT DELIVERY shall provide CONTRACTOR with a written explanation and itemization of such damage. CONTRACTOR agrees and warrants that any trailer provided for use by INDEPENDENT DELIVERY will only be used by CONTRACTOR and its drivers to transport shipments tendered to CONTRACTOR by INDEPENDENT DELIVERY.

22. Confidentiality. CONTRACTOR hereby recognizes and acknowledges that any list of INDEPENDENT DELIVERY's customers, as it may exist now or from time to time, is a valuable, special and unique asset of the business of INDEPENDENT DELIVERY. CONTRACTOR agrees, during and after the term of this Agreement, not to disclose the list of INDEPENDENT DELIVERY's customers or any part thereof to any person, firm, corporation, association, or other entity for any reason or purpose whatsoever without INDEPENDENT DELIVERY's prior written consent. CONTRACTOR agrees to preserve as "Confidential Matters", all trade secrets, know

how and information relating to INDEPENDENT DELIVERY's business, forms, processes, developments, sales and promotional systems, prices and operations, which information may be obtained from tariffs, contracts, freight bills, letters, reports, disclosures, reproductions, books, records, or other contractors, and other sources of any kind resulting from this Agreement. Confidential Matters also includes any and all information that may be provided, either directly or indirectly, to CONTRACTOR by INDEPENDENT DELIVERY's customers. CONTRACTOR agrees to regard such Confidential Matters as the sole property of INDEPENDENT DELIVERY, and shall not publish, disclose or disseminate the same to others without the written consent of INDEPENDENT DELIVERY. In the event of any breach or threatened breach by CONTRACTOR of the provisions of this paragraph, INDEPENDENT DELIVERY shall be entitled to an injunction, restraining CONTRACTOR from disclosing, in whole or in part, the list of INDEPENDENT DELIVERY's customers, and all other Confidential Matters. CONTRACTOR agrees that INDEPENDENT DELIVERY will be irreparably damaged in the event of any breach of this provision by CONTRACTOR. Accordingly, in addition to any other legal or equitable remedies that may be available to INDEPENDENT DELIVERY, CONTRACTOR agrees that INDEPENDENT DELIVERY will be able to seek and obtain immediate injunctive relief in the form of a temporary restraining order without notice, preliminary injunction, or permanent injunction against CONTRACTOR to enforce this confidentiality provision. INDEPENDENT DELIVERY shall not be required to post any bond or other security and shall not be required to demonstrate any actual injury or damage to obtain injunctive relief from the courts. Nothing hereunder shall be construed as prohibiting INDEPENDENT DELIVERY from pursuing any remedies available to INDEPENDENT DELIVERY at law or in equity for such breach, including the recovery of monetary damages from CONTRACTOR.

23. Accidents and Claims. CONTRACTOR shall immediately report any accident or potential claim to INDEPENDENT DELIVERY involving operations under this Agreement. CONTRACTOR and its drivers shall cooperate fully with INDEPENDENT DELIVERY with respect to any legal action, regulatory hearing or other similar proceeding arising from the operation of the Equipment, the relationship created by this Agreement or the services performed hereunder. CONTRACTOR shall, upon INDEPENDENT DELIVERY's request and at CONTRACTOR's sole expense, provide written reports or affidavits, attend hearings and trials and assist in securing evidence or obtaining the attendance of witnesses. CONTRACTOR shall provide INDEPENDENT DELIVERY with any assistance as may be necessary for INDEPENDENT DELIVERY or INDEPENDENT DELIVERY's representatives or insurers to investigate, settle or litigate any accident, claim or potential claim by or against INDEPENDENT DELIVERY.

24. Modification. This agreement cannot be amended or modified except by another written agreement.

25. Insolvency. Any action, voluntary or involuntary, against CONTRACTOR under any bankruptcy or insolvency proceedings or any assignment for benefit of creditors by CONTRACTOR will constitute a breach of this agreement.

26. Severability. In the event that any provision of this agreement is held to be invalid, the remainder of this agreement shall remain in full force and effect.

27. Notice. Any party required to provide written notice required by the terms of this agreement shall provide the written notice by personal delivery or by certified mail.

28. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the United States and the State of Florida, including that state's choice-of-law rules. The parties hereby consent to the jurisdiction and venue of the state and federal courts serving Tampa, Florida.

29. Complete Agreement. This agreement contains the entire understanding between the parties and supersedes any prior agreement between the parties concerning the subject matter of this agreement.

Contractor:

Richard Colad

Contractor (print name)



Contractor (signature)

D.B.A. (if applicable)

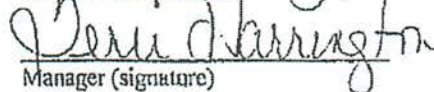
1-4-13

Date

Independent Delivery:

Terri Harrington

Manager (print name)



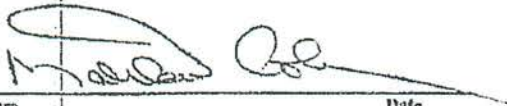
Manager (signature)

1-4-13

Date

Corporate Approval

Signature



Date

Exhibit A

Description of Leased Equipment

Year	Make		Vin
2004	STLG	2FWBA3CV54A	m90850

Exhibit B

INDEPENDENT DELIVERY MISSION STATEMENT

INDEPENDENT DELIVERY is an innovative trucking company created to service retail sellers of merchandise by providing trained independent contractor drivers skilled in dealing with customers. The company was formed to service, on a long-term basis, a minimum of one-year contracts, a totaled outsourced delivery service to third party retailers. INDEPENDENT DELIVERY is founded on the concept of guaranteeing (the merchant's) customer 100% satisfaction. INDEPENDENT DELIVERY's independent contractor drivers are a dedicated, professional group committed to the mission of INDEPENDENT DELIVERY.

20
Contractor (initial)

TH
Manager (initial)

Signature

Corporate Approval

Date



Exhibit C

Compensation Schedule

INDEPENDENT DELIVERY shall pay CONTRACTOR based on the following amounts:

1. Base Compensation. CONTRACTOR will receive a minimum of 2.1% of the delivered retail value for home deliveries that the CONTRACTOR specifically delivers to the end user (the "Customer"), and which the Customer accepts delivery thereof. The delivered retail value shall mean the retail value of the products being delivered to the Customer by CONTRACTOR as set forth in the applicable invoice. If CONTRACTOR is involved in shuttle operations hauling shipments that are not delivered directly to Customer, CONTRACTOR shall be paid a minimum of 75¢ per mile based on the miles driven as determined by mileage guide utilized by INDEPENDENT DELIVERY. Any payments made to CONTRACTOR in excess of the minimum stated above shall be considered as a temporary adjustment only and may thereafter be reduced by INDEPENDENT DELIVERY at its discretion.

2. Other Compensation. In addition to or in lieu of the base compensation set forth above, CONTRACTOR shall receive the following compensation for the specialized services performed by CONTRACTOR:

TYPE OF SERVICE	AMOUNT	ADDITIONAL OR ALTERNATIVE COMPENSATION ¹
Not at Home Delivery	\$0	Alternative
Exchange of Goods	\$16.96 minimum per stop	Alternative
Refusal of Goods	\$0	Alternative
Express Route	\$300 minimum, per route	Alternative
Walk-Up Services	Minimum \$10 per floor over the 3 rd floor for pieces requiring two	Additional

¹ Alternative compensation is compensation paid in lieu of the base compensation set forth in Paragraph 1 of this Exhibit C. Additional compensation is compensation paid in addition to the base compensation in Paragraph 1 of this Exhibit C.

TYPE OF SERVICE	AMOUNT		ADDITIONAL OR ALTERNATIVE COMPENSATION ¹
	persons		
Table Set Up	\$3.00 per table		Additional
Hoist	\$50.00 minimum		Additional
Fly By	\$20.00 per minimum	stop	Alternative
Z Delivery	\$15.00 per minimum	order	Alternative
Kids Furniture	\$45.00 per minimum	stop	Alternative
Store Set Up	\$350.00 per minimum	day	Alternative

Contractor:
Richard Colbe
 Contractor (print name)
[Signature]
 Contractor (signature)
1-4-13
 Date

Independent Delivery:
Terri Harrington
 Manager (print name)
[Signature]
 Manager (signature)
1-4-13
 Date

Corporate Approval [Signature] [Signature]
 Signature Date

Exhibit D

INSURANCE AND ALLOCATION OF LIABILITY

1. **INDEPENDENT DELIVERY'S INSURANCE OBLIGATIONS.** It shall be INDEPENDENT DELIVERY's responsibility, pursuant to DOT regulations promulgated under 49 U.S.C. § 13906 and pursuant to applicable state laws, to provide public liability and property damage insurance. However, INDEPENDENT DELIVERY's possession of such insurance shall in no way affect INDEPENDENT DELIVERY's rights of indemnification against CONTRACTOR as provided for in this Agreement or CONTRACTOR's insurance obligations as set forth below.

2. **CONTRACTOR'S INSURANCE OBLIGATIONS.** CONTRACTOR shall maintain, at its sole cost and expense, the following minimum insurance coverages during this Agreement:

(a) **AUTO LIABILITY.** CONTRACTOR shall, at CONTRACTOR's sole expense, carry its own insurance coverage for auto liability in an amount sufficient to meet the obligations of 49 U.S.C. § 13906, but in any event, not less than \$2 Million per occurrence for any injury, property damage or death resulting from the operation of the Equipment during the term of this Agreement. Such auto liability insurance must provide coverage regardless of whether the Equipment is being operated on behalf of INDEPENDENT DELIVERY or otherwise at the time of any claim. Such insurance policy must have a maximum deductible of no greater than \$2,500 per occurrence. Such coverage shall be primary to any other insurance that may be available from INDEPENDENT DELIVERY, and CONTRACTOR shall be solely responsible for all deductible amounts and for any loss or damage in excess of the policy limit. As an alternative to the obligations in this provision, CONTRACTOR may elect to participate in the Liability Limiter Program as more fully described in Paragraph 7 below. In the event CONTRACTOR elects to obtain its own auto liability insurance policy pursuant to this provision, CONTRACTOR is only eligible to participate in INDEPENDENT DELIVERY's excess/umbrella liability limiter program as set forth in Paragraph 2(c) below if INDEPENDENT DELIVERY's umbrella policy insurer will accept CONTRACTOR's auto liability insurance policy, with no expense to INDEPENDENT DELIVERY, as meeting the initial insurance layer coverage required under the terms of INDEPENDENT DELIVERY's excess/umbrella liability insurance policy. Unless such condition is met, CONTRACTOR will be required to participate in INDEPENDENT DELIVERY's auto liability limiter program as set forth herein.

(b) COMMERCIAL GENERAL LIABILITY. CONTRACTOR shall, at its sole expense, carry its own insurance coverage for commercial general liability in an amount no less than \$2 Million per occurrence with a deductible amount of no greater than \$2,500 per occurrence. Such coverage shall be primary to any other insurance that may be available from INDEPENDENT DELIVERY, and CONTRACTOR shall be responsible for all deductible amounts and for any loss or damage in excess of the policy limits. As an alternative to the obligations in this provision, CONTRACTOR may elect to participate in the Liability Limiter Program as more fully described in Paragraph 7 below. In the event CONTRACTOR elects to obtain its own commercial general liability insurance policy pursuant to this provision, CONTRACTOR is only eligible to participate in INDEPENDENT DELIVERY's excess/umbrella liability limiter program as set forth in Paragraph 2(c) below if INDEPENDENT DELIVERY's umbrella policy insurer will accept CONTRACTOR's commercial general liability insurance policy, with no expense to INDEPENDENT DELIVERY, as meeting the initial insurance layer coverage required under the terms of INDEPENDENT DELIVERY's excess/umbrella liability insurance policy. Unless such condition is met, CONTRACTOR will be required to participate in INDEPENDENT DELIVERY's liability limiter program as set forth herein.

(c) EXCESS/UMBRELLA LIABILITY. CONTRACTOR agrees to keep enforced at all time an excess and umbrella liability coverage for auto liability and general liability exposure in an amount not less than \$13 Million per occurrence in excess of the underlying insurance limits required of CONTRACTOR under this Agreement. Such coverage shall be primary to any other insurance that may be available from INDEPENDENT DELIVERY. CONTRACTOR shall be responsible for any loss or damage in excess of the policy limit. As an alternative to the obligations in this provision, CONTRACTOR may elect to participate in the Liability Limiter Program as more fully described in Paragraph 7 below.

(d) COLLISION/PHYSICAL DAMAGE INSURANCE. CONTRACTOR shall, at its sole expense, carry its own physical damage/collision insurance coverage for the Equipment. Such insurance policy must have a maximum deductible of no greater than \$2,500 per occurrence. Such coverage shall be primary to any other insurance that may be available from INDEPENDENT DELIVERY, and CONTRACTOR shall be solely responsible for all deductible amounts and for any loss or damage in excess of the policy limits. As an alternative to the obligation in this provision, CONTRACTOR may elect to participate in the liability limiter program as more fully described in Paragraph 7 below.

(e) WORKERS' COMPENSATION/OCCUPATIONAL ACCIDENT INSURANCE/PERSONAL ACCIDENT INSURANCE.

CONTRACTOR shall provide workers' compensation insurance coverage for CONTRACTOR (if a natural person), all of its employees and agents, anyone driving the Equipment, and any other persons required to be covered under the worker's compensation law of any state that is reasonably likely to have jurisdiction over CONTRACTOR's business operations and in amounts not less than the statutory limits required by such applicable state law. The worker's compensation insurance policy shall provide principal coverage in Florida as well as the state in which the work is principally localized, and shall provide "other states coverage" that excludes only North Dakota, Ohio, Washington, West Virginia, and Wyoming. As evidence of such coverage, CONTRACTOR shall provide INDEPENDENT DELIVERY with a copy of the insurance policy declarations page for INDEPENDENT DELIVERY's verification before operating the Equipment under this Agreement. As an alternative to maintaining statutory workers' compensation insurance, CONTRACTOR may elect to purchase an occupational accident insurance policy with a contingent liability endorsement through the insurance program facilitated by INDEPENDENT DELIVERY. In the event that CONTRACTOR hires a non-driving helper to assist in the loading, unloading and installation process, CONTRACTOR shall, at its sole expense, carry statutory workers' compensation insurance for such driver's helper. As an alternative to maintaining statutory workers' compensation insurance for any hired driver's helpers, CONTRACTOR may elect to purchase a personal accident insurance policy through the insurance program facilitated by INDEPENDENT DELIVERY.

(f) OTHER INSURANCE. In addition to the insurance coverages required under this Agreement, it is CONTRACTOR'S responsibility to procure, carry and maintain any fire, theft, uninsured and/or underinsured motorist, and physical damage (collision), or other insurance coverage that CONTRACTOR may desire for the Equipment or for CONTRACTOR's health care or other needs. As provided in this Agreement, CONTRACTOR holds INDEPENDENT DELIVERY harmless with respect to loss of or damage to CONTRACTOR's Equipment, trailer, or other property, and INDEPENDENT DELIVERY has no responsibility to procure, carry, or maintain any insurance covering loss of or damage to CONTRACTOR's Equipment, trailer, or other property. CONTRACTOR acknowledges that INDEPENDENT DELIVERY may, and CONTRACTOR hereby authorizes INDEPENDENT DELIVERY to, waive and reject no-fault, uninsured, and underinsured motorist coverage from INDEPENDENT DELIVERY's insurance policies to the extent allowed under Florida law (or such other state law where the Equipment is principally garaged), and CONTRACTOR shall cooperate in the

completion of all necessary documentation for such waiver, election, or rejection.

3. **REQUIREMENTS APPLICABLE TO ALL OF CONTRACTOR'S INSURANCE COVERAGES.** CONTRACTOR shall procure insurance policies providing the above-described coverages solely from insurance carriers that are A.M. Best "A"-rated, and CONTRACTOR shall not operate the Equipment under this Agreement unless and until INDEPENDENT DELIVERY has determined that the policies are acceptable (INDEPENDENT DELIVERY's approval shall not be unreasonably withheld). CONTRACTOR shall furnish to INDEPENDENT DELIVERY written certificates obtained from CONTRACTOR'S insurance providers showing that all insurance coverages required above have been procured from A.M. Best "A" rated insurance carriers, that the coverages are being properly maintained, and that the premiums thereof are paid. Each insurance certificate shall specify the name of the insurance provider, the policy number, and the expiration date; list INDEPENDENT DELIVERY as an additional insured with primary coverage; and show that written notice of cancellation or modification of the policy shall be given to INDEPENDENT DELIVERY at least thirty (30) days prior to such cancellation or modification.

4. **CONTRACTOR'S LIABILITY IF REQUIRED COVERAGES ARE NOT MAINTAINED.** In addition to CONTRACTOR's hold harmless/indemnity obligations to INDEPENDENT DELIVERY under the Agreement, CONTRACTOR agrees to defend, indemnify, and hold INDEPENDENT DELIVERY harmless from any direct, indirect, or consequential loss, damage, fine, expense, including reasonable attorney fees, actions, claim for injury to persons, including death, and damage to property that INDEPENDENT DELIVERY may incur arising out of or in connection with CONTRACTOR'S failure to maintain the insurance coverages required by this Agreement. In addition, CONTRACTOR, on behalf of its insurer, expressly waives all subrogation rights against INDEPENDENT DELIVERY, and, in the event of a subrogation action brought by CONTRACTOR's insurer, CONTRACTOR agrees to defend, indemnify, and hold INDEPENDENT DELIVERY harmless from such claim.

5. **AVAILABILITY OF INSURANCE FACILITATED BY INDEPENDENT DELIVERY.** CONTRACTOR may, if it so chooses by initialing one or more boxes in the right-hand column of the attached "Insurance and Liability Limiter Checklist," authorize INDEPENDENT DELIVERY to facilitate, on CONTRACTOR'S behalf, the insurance coverages required or made optional by this Agreement. In any such case, INDEPENDENT DELIVERY shall deduct, from CONTRACTOR settlement compensation, amounts reflecting all of INDEPENDENT DELIVERY's expense and cost in obtaining and administering such coverage. In addition, if CONTRACTOR fails to provide proper evidence of the purchase or maintenance of the insurance required above, then INDEPENDENT DELIVERY is authorized but not required to obtain such insurance at CONTRACTOR's expense and deduct, from CONTRACTOR's settlement compensation, amounts reflecting all of INDEPENDENT DELIVERY's expense in

obtaining and administering such coverage. CONTRACTOR recognizes that INDEPENDENT DELIVERY is not in the business of selling insurance, and any insurance coverage requested by CONTRACTOR from INDEPENDENT DELIVERY is subject to all of the terms, conditions, and exclusions of the actual policy issued by the insurance underwriter. INDEPENDENT DELIVERY shall ensure that CONTRACTOR is provided with a certificate of insurance (as required by 49 C.F.R. § 376.12(j)(2)) for each insurance policy under which the CONTRACTOR has authorized INDEPENDENT DELIVERY to facilitate insurance coverage from the insurance underwriter (each such certificate to include the name of the insurer, the policy number, the effective dates of the policy, the amounts and types of coverage, the cost to CONTRACTOR for each type of coverage, and the deductible amount for each type of coverage for which CONTRACTOR may be liable), and INDEPENDENT DELIVERY shall provide CONTRACTOR with a copy of each policy upon request.

6. **CHANGES IN COST OR OTHER DETAILS OF COVERAGES.** If INDEPENDENT DELIVERY is facilitating any insurance coverages for CONTRACTOR pursuant to Section 5 of this Exhibit and the cost to CONTRACTOR for, or other details of, a coverage changes from the information listed in the attached "Insurance and Liability Limiter Checklist, CONTRACTOR will be so notified by personal delivery, fax, or other written notice. In any event, CONTRACTOR shall not be subject to any such change until ten (10) calendar days after such notice or such later time as is set forth in the notice. **CONTRACTOR's failure, by the end of ten (10) calendar days after such notice, to notify INDEPENDENT DELIVERY of any objection to the change shall constitute CONTRACTOR's express consent and authorization to INDEPENDENT DELIVERY to implement the change and modify accordingly the deductions from CONTRACTOR's settlement compensation, beginning immediately after the 10-day period.** Such modified amounts shall replace and supersede those shown in the Certificate of Insurance and INDEPENDENT DELIVERY shall not have an obligation to also provide a revised Certificate of Insurance. If CONTRACTOR fails to notify INDEPENDENT DELIVERY of any objection within the 10-day period -- or if CONTRACTOR notifies INDEPENDENT DELIVERY of its objection within the 10-day period and CONTRACTOR and INDEPENDENT DELIVERY is then unable to resolve the matter to the parties' mutual satisfaction -- CONTRACTOR and INDEPENDENT DELIVERY shall each have the right to terminate this Agreement effective immediately upon the change becoming effective (although CONTRACTOR shall remain subject to the change until CONTRACTOR's termination's effective date and time).

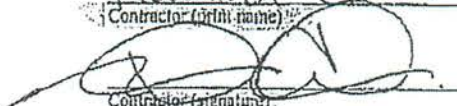
7. **LIABILITY LIMITER PROGRAM.** Pursuant to CONTRACTOR's indemnification obligations to INDEPENDENT DELIVERY, as set forth in Paragraph 10 of the Agreement, CONTRACTOR is liable for any property damage and/or personal injury, including death, caused by the acts or omissions of CONTRACTOR and its employees and agents, including any driver helper. During the term of this Agreement, CONTRACTOR may elect to limit its liability to INDEPENDENT DELIVERY to an amount no greater than \$2,500 per accident for claims initially arising under INDEPENDENT DELIVERY's auto general, physical damage/collision and/or

excess/umbrella liability insurance policies by completing and signing the appropriate portion of the Insurance Checklist attached hereto. In the event CONTRACTOR elects not to limit its liability by participating in INDEPENDENT DELIVERY's Liability Limiter Program, CONTRACTOR shall provide a certificate of insurance evidencing that CONTRACTOR has procured the following types of insurance coverage:

<u>Type</u>	<u>Minimum Limits</u>
Auto Liability and Physical Damage	\$2,000,000 per occurrence
General Liability	\$2,000,000 per occurrence
Excess/Umbrella Liability	\$13,000,000 per occurrence
Physical Damage/Collision	Stated Value of Equipment

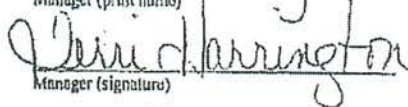
Such coverage must name INDEPENDENT DELIVERY as an additional insured, provide for a waiver of subrogation against INDEPENDENT DELIVERY, and be endorsed to specify that CONTRACTOR's insurance coverage will be primary with respect to any accident or claim involving CONTRACTOR or its employees and agents, including any driver helper. In the event CONTRACTOR fails to submit such a certificate of insurance, INDEPENDENT DELIVERY reserves the right to automatically enroll CONTRACTOR in its Liability Limiter Program, and to deduct the cost set forth in the attached Insurance and Liability Limiter Checklist. CONTRACTOR understands and agrees that the \$2,500 liability limitation only applies for claims that occur when CONTRACTOR is under dispatch for an INDEPENDENT DELIVERY shipment. CONTRACTOR is solely responsible for any claims involving personal injury, property damage or death arising from the use of the Equipment while not under INDEPENDENT DELIVERY's dispatch. INDEPENDENT DELIVERY or its authorized insurers or representatives shall have the sole authority to settle, investigate and pay any claim subject to the Liability Limiter Program.

Contractor:

Richard Colón
 Contractor (print name)

 Contractor (signature)
1-4-13
 Date

Corporate Approval

Independent Delivery:

Terrri Harrington
 Manager (print name)

 Manager (signature)
1-4-13
 Date

Signature

Date

INSURANCE AND LIABILITY LIMITER CHECKLIST


CONTRACTOR hereby requests INDEPENDENT DELIVERY, through its insurer, to facilitate on CONTRACTOR's behalf (if they are available) the insurance coverages and/or Liability Limiter Program of Indemnity CONTRACTOR has selected by placing CONTRACTOR's initials in the right-hand column below:

LIABILITY LIMITER PROGRAM FORM TYPE OF INDEMNITY	INITIAL "YES" TO REQUEST PARTICIPATION
<p>I. <u>General Liability Limiter:</u></p> <p><i>Program is self-administered by INDEPENDENT DELIVERY.</i></p> <p><i>Upon participation, CONTRACTOR's indemnification obligations to INDEPENDENT DELIVERY shall be limited to \$2,500 per occurrence for any general property or personal injury claim.</i></p> <p><i>Indemnity for Which CONTRACTOR Is Liable: \$2,500 per occurrence</i></p>	<p><input checked="" type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p>\$5.09 Per vehicle per month</p>

<u>INSURANCE COVERAGES AVAILABLE THROUGH INDEPENDENT DELIVERY</u>	INITIAL "YES" TO REQUEST PARTICIPATION
<p>1. <u>Auto Liability Insurance:</u></p> <p>Name of Insurer: National Union Fire Insurance Co.</p> <p>Policy No: CA5456167</p> <p>Effective Date(s) of Coverage: 3/31/12 - 3/31/13 (or upon termination of this Agreement).</p> <p>Amount of Coverage: \$2,000,000 Combined Single Limit.</p> <p>This is first dollar coverage.</p>	<p><input checked="" type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p>\$419.46 Per vehicle per month</p>
<p>2. <u>Umbrella Liability Insurance:</u></p> <p>Name of Insurer: Starr Indemnity & Liability Co.</p> <p>Policy No: SISCSEL0177231</p> <p>Effective Date(s) of Coverage: 3/31/12 thru 3/31/13 (or upon termination of this Agreement).</p> <p>Amount of Coverage: \$5,000,000.</p>	<p><input checked="" type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p>\$26.36 Per vehicle per month</p>
<p>3. <u>Excess Liability Insurance:</u></p> <p>Name of Insurer: Lexington Insurance Co.</p> <p>Policy No: 021430635</p> <p>Effective Date(s) of Coverage: 3/31/12 thru 3/31/13 (or upon termination of this Agreement).</p> <p>Amount of Coverage: \$5,000,000.</p>	<p><input checked="" type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p>\$16.21 Per vehicle per month</p>

<p>4. <u>Physical Damage/Collision Insurance:</u></p> <p>Name of Insurer: National Union Fire Insurance Co.</p> <p>Policy No: CA5456167</p> <p>Effective Date(s) of Coverage: 3/31/12 thru 3/31/13 (or upon termination of this Agreement).</p> <p>Amount of Coverage: ACV or Cost to Repair (whichever is less)</p> <p>Contractor is liable for the \$2,500.00 per occurrence deductible.</p>	<p><input checked="" type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p>\$39.54 Per vehicle per month</p>
<p>5. <u>Non-Trucking Liability:</u></p> <p>Name of Insurer: Great American Insurance Co.</p> <p>Policy No: GTP3038083</p> <p>Effective Date(s) of Coverage: 3/31/12 thru 3/31/13 (or upon termination of this Agreement).</p> <p>Amount of Coverage: \$1,000,000.</p>	<p><input checked="" type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p>\$35.00 Per vehicle per month</p>
<p>6. <u>Occupational Accident Insurance:</u></p> <p>Name of Insurer: ACE American Insurance Company</p> <p>Policy No: TOC N04963489</p> <p>Effective Date(s) of Coverage: 7/1/12 thru 7/1/13 (or upon termination of this Agreement).</p> <p>Amount of Coverage: \$1,000,000 Maximum Benefit Per Occurrence.</p>	<p><input checked="" type="checkbox"/> YES</p> <p><input type="checkbox"/> NO</p> <p>\$239.50 Per month (for delivery driver and helper) \$126.50 Per month (for shuttle driver)</p>

THIS ADDENDUM is agreed to by the undersigned parties as of the latest date set forth below.

INDEPENDENT DELIVERY SERVICES, INC.	CONTRACTOR:
	
Dated: 1-4-13	Dated: 1-4-13

Corporate Approval

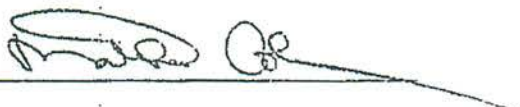


Exhibit E Chargeback Items

It is agreed that INDEPENDENT DELIVERY shall charge back or deduct the items in the table below from CONTRACTOR's compensation. If such compensation proves insufficient at the next settlement or the subsequent one, INDEPENDENT DELIVERY shall deduct the items upon termination of this Agreement from the balances in CONTRACTOR's performance bond.


CHARGEBACK ITEM	METHOD OF COMPUTATION
Accident costs	Actual damages incurred by INDEPENDENT DELIVERY unless CONTRACTOR elects to participate in INDEPENDENT DELIVERY's Liability Limiter Program, in which case CONTRACTOR's liability shall be limited to the amount set forth in Exhibit D.
Advances in compensation	Actual amount advanced
Cargo loss and damage claim	Actual expense incurred by INDEPENDENT DELIVERY.
C.O.D. Charges collected by CONTRACTOR on behalf of INDEPENDENT DELIVERY's customers	Portion of C.O.D. freight revenue not remitted to INDEPENDENT DELIVERY by CONTRACTOR.
Contribution to performance bond	\$4,500 (see Paragraph 13)
Damages, court costs, attorney fees and other legal expenses associated with seeking an injunction or other relief to restrain disclosure of Confidential Matters if CONTRACTOR breaches Paragraph 22	Amount incurred by INDEPENDENT DELIVERY
Equipment lease expenses	Amount INDEPENDENT DELIVERY paid or otherwise incurred.
Fees for overdimensional loads and other permits and licenses.	Amount INDEPENDENT DELIVERY paid the licensing jurisdictions.
Fines, penalties and related court costs, attorney fees and other legal expenses	Amount INDEPENDENT DELIVERY paid or otherwise incurred in connection with fines or penalties that CONTRACTOR is responsible for.
Fuel Purchases	Amount INDEPENDENT DELIVERY paid to fuel seller, including any transaction fee charged by seller
Fuel and Milcage Taxes	Any net fuel tax owed at the time of computation by CONTRACTOR in all taxing jurisdictions combined.
Garnishment and child support orders	Amount INDEPENDENT DELIVERY paid in compliance with any lawfully

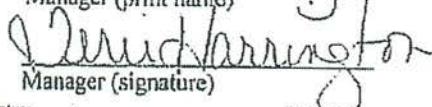
CHARGEBACK ITEM	METHOD OF COMPUTATION
	issued garnishment or child support order.
Insurance coverages	See Exhibit D
Loading trailers	\$25 per day
Locks and keys	\$100 if lost or not returned to INDEPENDENT DELIVERY upon termination of this Agreement
Losses, damages, fines, penalties, court costs, attorney fees and other expenses for which contractor is liable pursuant to Paragraph 10 of the Agreement.	Actual damages incurred by INDEPENDENT DELIVERY unless CONTRACTOR elects to participate in INDEPENDENT DELIVERY's liability limiter program, in which case CONTRACTOR's liability shall be limited to the amount set forth in Exhibit D.
Maintenance and repairs	Amounts paid to suppliers and vendors by INDEPENDENT DELIVERY on behalf of CONTRACTOR.
Operating expenses for which CONTRACTOR is responsible under this Agreement.	Amount INDEPENDENT DELIVERY paid or otherwise incurred on behalf of CONTRACTOR.
State and local taxes and fees associated with CONTRACTOR's operations under this Agreement	Amount INDEPENDENT DELIVERY paid the taxing jurisdiction or otherwise incurred for CONTRACTOR
Termination-related expenses, including reasonable attorney fees, involved in seeking the return of INDEPENDENT DELIVERY's identification devices and other property, including trailers, permit book and other paperwork, load securement equipment, and cargo, and cost of replacement, repair or refurbishment of any communication equipment	Amount INDEPENDENT DELIVERY paid or otherwise incurred.
Missing Furniture Claims	Retail value of the missing items.
In-Home Damage Claims	Amount INDEPENDENT DELIVERY paid or otherwise incurred.
Furniture Damage Claims	Amount INDEPENDENT DELIVERY paid or otherwise incurred.
Uniforms	Amount INDEPENDENT DELIVERY paid or other incurred.
Nextel Phone	Cost of phone plus \$10 administrative fee.
Nextel Phone Service	Amount INDEPENDENT DELIVERY paid or otherwise incurred.
Unreported toll violations or other unreported fines or penalties	Twice the amount INDEPENDENT DELIVERY paid or otherwise incurred.
Random Drug Test	Amount INDEPENDENT DELIVERY

CHARGEBACK ITEM	METHOD OF COMPUTATION
	paid or otherwise incurred.
Trailer not returned to cleanliness standards	Varies depending on the level of cleanliness and the frequency of violations.

INDEPENDENT DELIVERY shall provide CONTRACTOR with a written explanation and itemization of any deductions for cargo or property damage before making them. With respect to all other chargebacks and deductions, INDEPENDENT DELIVERY shall make available to CONTRACTOR, upon its request, copies of those documents that are necessary to determine the validity of the chargeback or deductions. If an item in any of the above columns will be changing, CONTRACTOR will be so notified, by appropriate written notice. In any event, CONTRACTOR shall not be subject to any such change until ten (10) days after such notice or at such later time as is set forth in the notice. CONTRACTOR's failure, by the end of ten days after such notice, to notify INDEPENDENT DELIVERY of any objection to the change shall constitute CONTRACTOR's express consent and authorization to INDEPENDENT DELIVERY to implement the change and modify accordingly the deductions from CONTRACTOR's settlement compensation, beginning immediately after the ten day period.

Contractor: I have read the above and fully understand

Richard Colob
 Contractor (print name)

 Contractor (signature)

Terri Harrington
 Manager (print name)

 Manager (signature)
 Signature _____ Date _____

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

RICHARD COLON

(b) County of Residence of First Listed Plaintiff VOLUSIA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
CHRISTOPHER R. TURNER, 1305 E. ROBINSON ST., ORLANDO, FL 32801;
WILLIAM G. OSBORNE, 1305 E. ROBINSON ST., ORLANDO, FL 32801

DEFENDANTS

SE INDEPENDENT DELIVERY SERVICES, INC.

County of Residence of First Listed Defendant HILLSBOROUGH
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input checked="" type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 U.S.C. Sec 1332(d)
Brief description of cause:
breach of contract

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$ _____ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE JAMES D. WHITTEMORE

DOCKET NUMBER 8:17-CV-01578-JDW-MAP

DATE April 24, 2018 SIGNATURE OF ATTORNEY OF RECORD 

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Class Action: SE Independent Delivery Services Breached Contracts with Drivers](#)
