

Shuttle Express

Vans • Sedans • Limos • Buses • Tours

July 25, 2013

Administrative Law Judge
Adam E Torem
1300 S Evergreen Park Drive SW
Olympia, WA 98504-7250

2013 JUL 25 PM 12:34

Dear Mr. Torem,

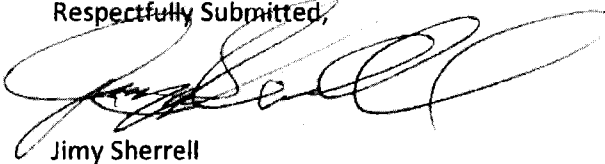
RE: Utilities and Transportation Commission v. Shuttle Express, Inc.
Docket TC-120323

Enclosed are copies of Shuttle Express, Inc witness list and exhibits for the hearing scheduled on August 1, 2013 Docket TC-120323

Contact information for this filing is:

Jimmy Sherrell
800 SW 16th St
Renton, WA 98057
425.981.7070

Respectfully Submitted,



Jimmy Sherrell
President
Shuttle Express, Inc.

Reservations

(425) 981-7000

www.shuttleexpress.com

Administration

P (425) 981-7070

F (425) 981-7071

Offices

800 SW 16th St.

Renton, WA 98057



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BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Complainant,

v.

SHUTTLE EXPRESS, INC.,

Respondent,

DOCKET TC-120323

PERMIT No. C-975

WITNESS LIST AND HEARING EXHIBITS

2013 JUL 25 PM 9:02
RECEIVED
PERMITTING DIVISION
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

1. Respondent Shuttle Express hereby provides the following list of witnesses and exhibits.

- A. John Hagen, Routing and Staffing Manager of Shuttle Express will testify regarding complaint No 1 First cause of action, No 2 second cause of action, No 3 third cause of action – 1 hour
- B. Dean DeAngelo, Director of Field Operations and Independent Contractor Supervisor will testify on qualifications of independent contractors – 20 minutes
- C. George Nelson, Dispatcher of Shuttle Express will testify regarding complaint No 4 fourth cause of action – 20 minutes
- D. Mr David Ray a passenger of Rescue service provided by Shuttle Express will testify
Via phone at 11:00 – 15 minutes
- E. Ms Ester Miller a passenger of Rescue service provided by Shuttle Express will testify
Via phone at 11:15 – 15 minutes
- F. Ms Diane Coombs a past owner of Auto Transportation Provider
Via phone at 11:30 – 15 minutes
- G. Mr. Jimmy Sherrell will testify if needed

2. The Exhibits being produced by Shuttle Express are as follows:

Exhibit 1: WUTC Certificate No # C-975

Exhibit 2: Shuttle Express Vehicle List

Exhibit 3: Shuttle Express Driver List

Exhibit 4: Shuttle Express Daily Dispatch Report

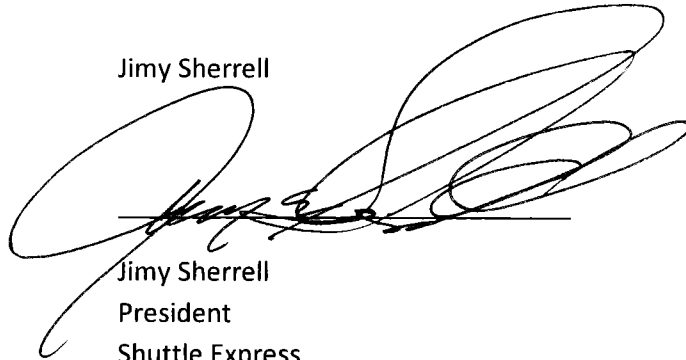
Exhibit 5: WAC 480-30-356

Exhibit 6: Shuttle Express Independent Contractor Agreement

Exhibit 7: shuttle Express Certificate of Liability Insurance covering Independent Contractors
While under Shuttle Express Dispatch

DATED this 11th day of July, 2013

Jimmy Sherrell

A large, stylized handwritten signature in black ink, appearing to read 'Jimmy Sherrell', is written over a horizontal line. The signature is highly cursive and loops around itself.

Jimmy Sherrell

President

Shuttle Express

jimmysh@attglobal.net

206.930.6057

CERTIFICATE OF SERVICE
Docket No. TC-120323

I hereby certify that a true and correct copy of the foregoing was forward via first class mail, postage fully prepaid, in a sealed envelope, to the following:

Adam E Torem
Administrative Law Judge
Washington State Utilities and
Transportation Commission
1300 S Evergreen Park Drive SW
PO Box 47250
Olympia, WA 98504-7250

Jennifer Cameron Rullkowski
Assistant Attorney General
1400 S Evergreen Park Drive S.W.
PO Box 40128
Olympia, WA 98504-0128
jcameron@utc.wa.gov

Dated at Renton, Washington, this 11th day of July, 2013



Jimmy Sherrell

EXHIBIT 1

TC - 120323

WASHINGTON STATE UTILITIES AND TRANSPORTATION COMMISSION

1300 S EVERGREEN PARK DRIVE SW, PO BOX 47250

OLYMPIA, WA 98504-7250

(360) 664-1222

This certificate authorizes the following operations under the provisions of RCW Title 81:

Shuttle Express, Inc.
d/b/a Shuttle Express,
Go Shuttle Express,
Limos by Shuttle Express
800 SW 16th St
Renton, WA 98057

Cert No.
C-975

Passenger service between points in King County and waterfront terminals in Seattle.

Limitations: No service may be rendered hereunder between:

1. Hotels in the cities of Sea-Tac or Tukwila and Cruise Terminals #66 and #91.
2. South Center Mall and Cruise Terminals #66 and #91.

Between: The Seattle-Tacoma International Airport, Boeing Field, Renton Airport, and Paine Field and points within the Seattle Commercial Zone in King and Snohomish Counties and excluding points in Kitsap and Pierce Counties, described as follows:

- (a) the municipality of Seattle;
- (b) All points within a line drawn fifteen miles beyond the municipal line of Seattle;
- (c) Those points in King County which are not within the area described in (b) of this subsection and which are west of a line beginning at the intersection of the line described in (b) of this subsection and Washington Highway 18, thence northerly along Washington Highway 18 to junction of Interstate Highway 90, thence westerly along Interstate Highway 90 to junction of Washington Highway 203, thence northerly along Washington Highway 203 to the King County line; and those points in Snohomish County, which are not within the area described in (b) of this subsection and which are west of Washington Highway 9.
- (d) All of any municipality any part of which is within the limits of the combined areas defined in (b) and (c) of this subsection; and
- (e) All of any municipality wholly surrounded, or so surrounded except for a water boundary, by the municipality of Seattle or by any other municipality included under the terms of (d) of this subsection.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

Continuation Page

Between: The Seattle-Tacoma International Airport, Boeing Field, Renton Airport and Paine Field and points within a 25 mile radius of these airports, excluding points in Kitsap and Pierce Counties.

Between: The Seattle-Tacoma International Airport and points in Pierce County, excluding service to or from Fort Lewis Army Base, McChord Air Force Base, Pearls by the Sea in Purdy, Safeway at Pt. Fosdick Square in Gig Harbor, and Denny's Restaurant at 5924 - 6th Avenue in Tacoma.

RESTRICTIONS:

1. Service may not be provided to or from the Sheraton Tacoma Hotel, La Quinta Hotel, Quality Hotel, Sherwood Inn, Lakewood Motor Inn and Tacoma Inn-Best Western.

THE FOLLOWING AUTHORITY WAS OBTAINED BY TRANSFER FROM C-859 STANDING IN THE NAME OF SUBURBAN AIRPORTER, INC.

PASSENGER SERVICE BETWEEN:

Kirkland, Redmond, Bellevue, Mercer Island and Renton on the one hand and the Seattle-Tacoma International Airport on the other hand, via Interstate Highway 405 and connecting highways; subject to the following limitations: (1) The transportation service is limited to passengers, and their baggage, to or from Seattle-Tacoma International Airport. (2) No service is authorized except at points named. (3) Service at the said airport shall be conducted in accordance with authorization issued by the Port of Seattle and such authorization is a term of this certificate. In the event of failure to comply with such authorization, this certificate, after hearing, may be suspended or revoked, in whole or in part. The holder of this certificate shall file with the Commission a copy of each authorization, or cancellation thereof, issued by the Port of Seattle.

SUB. NO. 1 PASSENGER SERVICE BETWEEN:

Seattle-Tacoma International Airport, and/or Boeing Field Airport and Kirkland, Washington via county roads or city streets to Interstate 5 to Interstate 90 and/or SR 520, thence to their junction with Interstate 405, thence over Interstate 405 and County Roads to Kirkland. (a) Via Interstate 405 and County Roads to points lying between Kirkland and the Snohomish County line. (b) West of Bothell to a line drawn south from the Snohomish County line along NE 88th to NE 170th St., thence West to Lake Washington. (c) Issaquah in King County.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

Continuation Page

THE FOLLOWING AUTHORITY WAS OBTAINED BY TRANSFER FROM C-858 STANDING IN THE NAME OF COOMBS, ORVILLE J. & DIANE J.

PASSENGER SERVICE

BETWEEN:

Everett, the Everett Holiday Inn and Lynnwood and the Ramada Inn, 2140 North Northgate Way, Seattle, on the one hand and the Seattle-Tacoma International Airport on the other hand via local streets, Interstate Highway 5, State Road 518 or Interstate 405 and 99.

BETWEEN:

Sherwood Inn located in the University District at the intersection of Interstate 5 and N.E. 45th St. and the Seattle-Tacoma International Airport via I-5 and N.E. 45th Street or alternate routes north and south.

LIMITATIONS:

1. No express service may be rendered hereunder except in the carrying of baggage of passengers.
2. No service may be rendered hereunder from, to or between intermediate points between Everett, the Everett Holiday Inn, Lynnwood and the Ramada Inn, 2140 North Northgate Way, Seattle, and the Sherwood Inn, Interstate 5 and N.E. 45th Street on the one hand and the Seattle-Tacoma International Airport on the other hand via local streets, Interstate Highway 5, State Road 518 or Interstate Highway 405 and 99 or alternate routes north and south.
3. The certificate shall remain effective only during the existence of satisfactory arrangements between the certificate holder and the Port of Seattle whereby the certificate holder shall be permitted to have access to and to afford the service under the certificate at the Seattle-Tacoma Airport.
4. The certificate holder must promptly furnish this Commission with a copy of any subsequent arrangements with the Port of Seattle which will change, modify, or expand any prior arrangements filed with the commission.

THE FOLLOWING AUTHORITY WAS OBTAINED BY TRANSFER FROM C-819 STANDING IN THE NAME OF EVERGREEN TRAILS, INC.

BETWEEN: Seattle and Seattle-Tacoma Airport.

LIMITATIONS:

1. Service hereunder is expressly limited to the transportation of airline passengers and flight crews between Seattle-Tacoma Airport on the one hand, and hotels, air and ground transportation office and facilities in Seattle on the other hand, at rates substantially higher than the fares of regular common carriers.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

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2. No express service may be rendered hereunder except in the carrying of baggage and excess baggage of passengers and flight crews.
3. No service may be rendered hereunder from, to or between intermediate points.

TC-111446

04-02-12

SERVICE DATE

APR 17 2012

WASHINGTON UTILITIES AND TRANSPORTATION
COMMISSION



By *Janice Jan*

EXHIBIT 2

TC - 120323

SHUTTLE EXPRESS OPERATED VEHICLES

Exhibit 4.2 *Shuttle Express*

Valuation Date of List 6/14/13
List Completed By: John Angle

Shuttle Express Owned & Operated Vans

#	DATE	VEHICLE #	YEAR	MAKE & MODEL	VIN NUMBER	LICENSE	PAX	VALUE	VEHICLE WEIGHT
1	10/17/2006	789	2006	Ford Econo Line 350	1FBSS31L66DB32441	B19023C	10	\$ -	6100 lbs / 2767 kg
2	4/1/2008	810	2007	Ford Econo Line 350	1FBSS31L47DA26699	B16248G	10	\$ -	6100 lbs / 2767 kg

Shuttle Express Owned & Operated - Luxury Coaches

#	DATE	VEHICLE #	YEAR	MAKE & MODEL	VIN NUMBER	LICENSE	PAX	VALUE	VEHICLE WEIGHT
1	2/26/2008	215	2007	Ford Econoline 138	1FTNS24W57DB24651	B78475P	8	\$ 10,000.00	7000 lbs / 3181 kg
2	2/26/2008	216	2007	Ford Econoline 138	1FTNS24W77DB24652	B16206G	8	\$ 10,000.00	7000 lbs / 3181 kg

Shuttle Express Owned & Operated - ADA Van

#	DATE	VEHICLE #	YEAR	MAKE & MODEL	VIN NUMBER	LICENSE	PAX	VALUE	VEHICLE WEIGHT
1	8/31/2004	200	2005	Chevy ADA Van	1GBDV13E95D114535	B93210T	6	\$ -	5357 lbs / 2430 kg
2	12/30/2009	201	2008	Chevy Uplander ADA Van	1GBDV13W18D210933	546ZRRZ	6	\$ 10,000.00	5842 lbs / 2650 kg

#	DATE	VEHICLE #	YEAR	MAKE & MODEL	VIN NUMBER	LICENSE	PAX	VALUE	VEHICLE WEIGHT
1	4/30/2004	102	2002	Ford Bus E-450	1FDWE45F42HA04584	ADV1173	25	\$ -	11,500 lb / 5,216 kg
2	6/29/2007	103	2007	International Krystal	1HVBTAAM67H426269	B45052D	36	\$ 20,000.00	13,720 lb / 6,223 kg
3	6/29/2007	104	2007	Chevy 5500	1GBE5V1G97F419606	B45053D	29	\$ 10,000.00	13,500 lb / 6,123 kg
4	6/29/2007	105	2007	Chevy 5500	1GBE5V1G17F419969	B45054D	29	\$ 100,000.00	13,500 lb / 6,123 kg
5	6/29/2007	106	2007	Chevy 5500	1GBE5V1G37F420072	B45055D	29	\$ 10,000.00	13,500 lb / 6,123 kg
6	5/14/2008	107	2007	GMC	1GBJ5V1997F418925	B51893G	32	\$ 35,000.00	19,600 lb / 8,890 kg
7	2/28/2011	110	2011	Ford Bus F-550	1FDGF5GT8BEB78122	B61922S	33	\$ 75,000.00	19,500 lb / 8,845 kg
8	2/28/2011	111	2009	Chevy 5500	1GBJ5V1918F414871	B61648S	32	\$ 110,000.00	13,500 lb / 6,123 kg
9	3/20/2011	113	2011	Champion F-550	1FDGFF5GT5BEC26367	B85266S	29	\$ 70,000.00	19,500 lb / 8,845 kg
10	3/20/2011	114	2011	Krystal F-550	1FDAF5GY0BEB76964	B85269S	29	\$ 70,000.00	19,500 lb / 8,845 kg
11	3/20/2011	115	2011	Krystal F-550	1FDUF5GT6BEB59474	B85267S	29	\$ 70,000.00	19,500 lb / 8,845 kg
12	3/20/2011	116	2011	Krystal F-550	1FDUF5GT8BEB67575	B85308S	29	\$ 70,000.00	19,500 lb / 8,845 kg
13	6/10/2011	117	2011	Krystal F-550	1FDUF5GT9BEC31784	B85462S	32	\$ 70,000.00	19,500 lb / 8,845 kg
14	6/10/2011	118	2011	Champion F-550	1FDGF5GTXBEC37977	B19526T	32	\$ 70,000.00	19,500 lb / 8,845 kg
15	6/14/2013	601326	2013	Ford F550	1FDAF5GYXDEA24824	D526380	30	\$ 125,000.00	19,500 lb / 8,845 kg
16	6/14/2013	611326	2013	Ford F550	1FDAF5GY1DEA24825	D526384	30	\$ 125,000.00	19,500 lb / 8,845 kg

SHUTTLE EXPRESS OPERATED VEHICLES

#	DATE	VEHICLE #	YEAR	MAKE & MODEL	VIN NUMBER	LICENSE	PAX	VALUE	VEHICLE WEIGHT
1	5/6/2008	816	2006	Ford E-350	1FBSS31L46DA90613	B51907G	10	\$ -	6100 lbs / 2767 kg
2	5/6/2008	817	2006	Ford E-350	1FBSS31L16DA90620	B51910G	10	\$ -	6100 lbs / 2767 kg
3	5/6/2008	819	2006	Ford E-350	1FBSS31L06DA90625	B51913G	10	\$ -	6100 lbs / 2767 kg
4	5/30/2008	821	2006	Ford E-350	1FBSS31L86DB28005	B53722G	10	\$ -	6100 lbs / 2767 kg
5	7/7/2008	822	2007	Ford E-350 XLT	1FBSS31L47DB25782	B35564L	10	\$ -	6100 lbs / 2767 kg
6	7/7/2008	823	2007	Ford E-350 XLT	1FBSS31L57DB25774	B35559L	10	\$ -	6100 lbs / 2767 kg
7	7/7/2008	824	2007	Ford E-350 XLT	1FBSS31L87DB25770	B35562L	10	\$ -	6100 lbs / 2767 kg
8	7/7/2008	825	2007	Ford E-350 XLT	1FBSS31L17DB25786	B35560L	10	\$ -	6100 lbs / 2767 kg
9	7/7/2008	826	2007	Ford E-350 XLT	1FBSS31L57DB25788	B35561L	10	\$ -	6100 lbs / 2767 kg
10	7/7/2008	827	2007	Ford E-350 XLT	1FBSS31L97DB25759	B35563L	10	\$ -	6100 lbs / 2767 kg
11	7/7/2008	828	2007	Ford E-350 XLT	1FBSS31L47DB35583	B35557L	10	\$ -	6100 lbs / 2767 kg
12	7/7/2008	829	2007	Ford E-350 XLT	1FBSS31L97DB35546	B35558L	10	\$ -	6100 lbs / 2767 kg
13	7/7/2008	830	2007	Ford E-350 XLT	1FBSS31L67DB35570	B35733L	10	\$ -	6100 lbs / 2767 kg
14	7/17/2008	831	2007	Ford E-350 XLT	1FBSS31L17DB42345	B36543S	10	\$ -	6100 lbs / 2767 kg
15	7/23/2008	832	2007	Ford E-350 XLT	1FBSS31L27DB25263	B71029L	10	\$ -	6100 lbs / 2767 kg
16									

#	DATE	VEHICLE #	YEAR	MAKE & MODEL	VIN NUMBER	LICENSE	PAX	VALUE	VEHICLE WEIGHT
1	3/23/2007	302	2006	Ford Econo Line 350	1FBSS31L36HA92796	XVAN302	10	\$ -	6100 lbs / 2767 kg
2	3/23/2007	303	2006	Ford Econo Line 350	1FBSS31L76HB41790	XVAN303	10	\$ -	6100 lbs / 2767 kg
3	3/23/2007	305	2006	Ford Econo Line 350	1FBSS31L96HA02695	XVAN305	10	\$ -	6100 lbs / 2767 kg
4	3/23/2007	306	2006	Ford Econo Line 350	1FBSS31L06HA88284	XVAN306	10	\$ -	6100 lbs / 2767 kg
5	3/23/2007	307	2006	Ford Econo Line 350	1FBSS31L16HB29618	XVAN307	10	\$ -	6100 lbs / 2767 kg
6	3/23/2007	308	2006	Ford Econo Line 350	1FBSS31L96HA92785	XVAN308	10	\$ -	6100 lbs / 2767 kg
7	3/23/2007	309	2006	Ford Econo Line 350	1FBSS31LX6HA32272	XVAN309	10	\$ -	6100 lbs / 2767 kg
8	9/11/2007	310	2006	Ford Econo Line 350	1FBSS31L06DA19800	XVAN310	10	\$ -	6100 lbs / 2767 kg
9	9/11/2007	311	2006	Ford Econo Line 350	1FBSS31L56DA19808	XVAN311	10	\$ -	6100 lbs / 2767 kg
10	8/1/2009	320	2007	Ford E-350 Extended	1FBSS31L17DA31651	B71031L	10	\$ -	6100 lbs / 2767 kg
11	8/1/2009	321	2006	Ford E-350 Extended	1FBSS31LX6HB29634	B71033L	10	\$ -	6100 lbs / 2767 kg
12	8/1/2009	322	2006	Ford E-350 Extended	1FBSS31L96HA447779	B71035L	10	\$ -	6100 lbs / 2767 kg
13	8/1/2009	323	2006	Ford E-350 Extended	1FBSS31L56HA447780	B71032L	10	\$ -	6100 lbs / 2767 kg
14	8/1/2009	324	2006	Ford E-350 Extended	1FBSS31L86HB12394	B71034L	10	\$ -	6100 lbs / 2767 kg

#	DATE	VEHICLE #	YEAR	MAKE & MODEL	VIN NUMBER	LICENSE	PAX	VALUE	VEHICLE WEIGHT
1	5/11/2010	900	2010	Ford E-350 S-DUT	1FBSS3BLGAD66661	AAR0639	10	\$ 15,000.00	6100 lbs / 2767 kg
2	5/11/2010	901	2010	Ford E-350 S-DUT	1FBSS3BL1AD666664	AAR0636	10	\$ 15,000.00	6100 lbs / 2767 kg
3	5/11/2010	902	2010	Ford E-350 S-DUT	1FBSS3BLXAD666663	AAR0635	10	\$ 15,000.00	6100 lbs / 2767 kg
4	5/11/2010	903	2010	Ford E-350 S-DUT	1FBSS3BL8AD666662	AAR0638	10	\$ 15,000.00	6100 lbs / 2767 kg
5	5/11/2010	904	2010	Ford E-350 S-DUT	1FBSS3BL3AD666665	AAR0637	10	\$ 15,000.00	6100 lbs / 2767 kg
6	5/11/2010	905	2010	Ford E-350 S-DUT	1FBSS3BL5AD666666	AHH2249	10	\$ 15,000.00	6100 lbs / 2767 kg

7	5/11/2010	906	2010	Ford E-350 S-DUT	1FBSS3BL7ADA66667	AAR0632	10	\$ 15,000.00	6100 lbs / 2767 kg
8	5/11/2010	907	2010	Ford E-350 S-DUT	1FBSS3BL9ADA66668	AAR0633	10	\$ 15,000.00	6100 lbs / 2767 kg
9	5/11/2010	908	2010	Ford E-350 S-DUT	1FBSS3BL0ADA66669	AAR0630	10	\$ 15,000.00	6100 lbs / 2767 kg
10	5/11/2010	909	2010	Ford E-350 S-DUT	1FBSS3BL7ADA66670	AAR0634	10	\$ 15,000.00	6100 lbs / 2767 kg
11	11/1/2010	910	2009	Ford E-350	1FBSS31L69DA09910	B71382R	10	\$ 7,500.00	6100 lbs / 2767 kg
12	11/1/2010	911	2009	Ford E-350	1FBSS31L69DA17201	B71383R	10	\$ 7,500.00	6100 lbs / 2767 kg
13	2/8/2011	912	2009	Ford E-350	1FBSS31LX9DA57703	B91697H	10	\$ 7,500.00	6100 lbs / 2767 kg
14	2/8/2011	913	2009	Ford E-350	1FBSS31L59DA75039	021ZDD	10	\$ 7,500.00	6100 lbs / 2767 kg
15	5/10/2011	914	2009	Ford E-350	1FBSS31L59DA51436	B86713S	10	\$ 7,500.00	6100 lbs / 2767 kg
16	5/10/2011	915	2009	Ford E-350	1FBSS31L79DA51440	B86712S	10	\$ 7,500.00	6100 lbs / 2767 kg
17	5/10/2011	916	2009	Ford E-350	1FBSS31L49DA59284	B17733X	10	\$ 7,500.00	6100 lbs / 2767 kg
18	5/10/2011	917	2009	Ford E-350	1FBSS31L09DA12110	B86715S	10	\$ 7,500.00	6100 lbs / 2767 kg
19	5/10/2011	918	2009	Ford E-350	1FBSS31L99DA51438	B86717S	10	\$ 7,500.00	6100 lbs / 2767 kg
20	5/10/2011	919	2009	Ford E-350	1FBSS31L79DA12119	B86716S	10	\$ 7,500.00	6100 lbs / 2767 kg
21	5/10/2011	920	2009	Ford E-350	1FBSS31L89DA12114	B86718S	10	\$ 7,500.00	6100 lbs / 2767 kg
22	5/10/2011	921	2009	Ford E-350	1FBSS31L79DA33908	B86719S	10	\$ 7,500.00	6100 lbs / 2767 kg
23	4/2/2012	922	2009	Ford E-350	1FBSS31L89OA66786	B93640U	10	\$ 7,500.00	6100 lbs / 2767 kg
24	4/2/2012	923	2009	Ford E-350	1FBSS31L79DA66780	B93639U	10	\$ 7,500.00	6100 lbs / 2767 kg
25	4/2/2012	924	2009	Ford E-350	1FBSS31L29DA69005	B93638U	10	\$ 7,500.00	6100 lbs / 2767 kg
26	4/2/2012	925	2009	Ford E-350	1FBSS31L49DA68969	B93726U	10	\$ 7,500.00	6100 lbs / 2767 kg
27	6/5/2012	926	2009	Ford E-350	1FBSS31L49DA66784	B99856V	10	\$ 12,000.00	6100 lbs / 2767 kg
28	6/5/2012	927	2009	Ford E-350	1FBSS31L19DA09314	B76912V	10	\$ 12,000.00	6100 lbs / 2767 kg
29	6/5/2012	928	2009	Ford E-350	1FBSS31L19DA53863	B80991V	10	\$ 12,000.00	6100 lbs / 2767 kg
30	6/5/2012	929	2009	Ford E-350	1FBSS31L69DA27260	B80990V	10	\$ 12,000.00	6100 lbs / 2767 kg
31	6/5/2012	930	2009	Ford E-350	1FBSS31L69DA57701	B91695H	10	\$ 12,000.00	6100 lbs / 2767 kg
32	6/5/2012	931	2009	Ford E-350	1FBSS31L49DA09243	B99858V	10	\$ 12,000.00	6100 lbs / 2767 kg
33	6/5/2012	932	2009	Ford E-350	1FBSS31L69DA59285	B99860V	10	\$ 12,000.00	6100 lbs / 2767 kg
34	6/5/2012	933	2009	Ford E-350	1FBSS31L39DA66808	B76908V	10	\$ 12,000.00	6100 lbs / 2767 kg
35	6/5/2012	934	2009	Ford E-350	1FBSS31L79DA59277	B99857V	10	\$ 12,000.00	6100 lbs / 2767 kg
36	6/5/2012	935	2009	Ford E-350	1FBSS31LX9DA63839	B76914V	10	\$ 12,000.00	6100 lbs / 2767 kg
37	6/5/2012	936	2009	Ford E-350	1FBSS31L09DA51442	B99859V	10	\$ 12,000.00	6100 lbs / 2767 kg
38	6/5/2012	937	2009	Ford E-350	1FBSS31L39DA51435	B99855V	10	\$ 12,000.00	6100 lbs / 2767 kg
39	6/5/2012	938	2009	Ford E-350	1FBSS31L79DA74975	B76911V	10	\$ 12,000.00	6100 lbs / 2767 kg
40	6/5/2012	939	2009	Ford E-350	1FBSS31L39DA52259	B76909V	10	\$ 12,000.00	6100 lbs / 2767 kg
41	6/5/2012	940	2009	Ford E-350	1FBSS31L89DA57697	B91691H	10	\$ 12,000.00	6100 lbs / 2767 kg
42	6/5/2012	941	2009	Ford E-350	1FBSS31L19DA66788	B76913V	10	\$ 12,000.00	6100 lbs / 2767 kg
43	2/15/2013	942	2010	Ford WSD/ES	1FBSS3BL9ASAS81672	B30619X	10	\$ 15,000.00	6100 lbs / 2767 kg
44	3/21/2013	943	2010	Ford WSD/ES	1FBSS3BL4ADA81675	B30621X	10	\$ 15,000.00	6100 lbs / 2767 kg
45	3/21/2013	944	2010	Ford WSD/ES	1FBSS3BL2ADA81674	B30585X	10	\$ 15,000.00	6100 lbs / 2767 kg
46	2/15/2013	945	2010	Ford WSD/ES	1FBSS3BL5ADA18245	B30583X	10	\$ 15,000.00	6100 lbs / 2767 kg
47	3/21/2013	946	2010	Ford WSD/ES	1FBSS3BL7ADA81671	B30622X	10	\$ 15,000.00	6100 lbs / 2767 kg
48	2/15/2013	947	2010	Ford WSD/ES	1FBSS3BL7ADA81668	B30618X	10	\$ 15,000.00	6100 lbs / 2767 kg
49	3/21/2013	948	2010	Ford WSD/ES	1FBSS3B:9ADA81669	B30584X	10	\$ 15,000.00	6100 lbs / 2767 kg
50	3/21/2013	949	2010	Ford WSD/ES	1FBSS3BL1ADA18243	B30620X	10	\$ 15,000.00	6100 lbs / 2767 kg

#	DATE	VEHICLE #	YEAR	MAKE & MODEL	VIN NUMBER	LICENSE	PAX	VALUE	VEHICLE WEIGHT
1	4/7/2009	108	1998	Ford Bus E-450	1FDXE40SXVHHA67350	B76507K	16	\$ -	14,050 lb / 6,386 kg

#	DATE	VEHICLE #	YEAR	MAKE & MODEL	VIN NUMBER	LICENSE	PAX	VALUE	VEHICLE WEIGHT
1	3/2/2010	109	2001	Ford Bus E-450	1FDXE445S01HA73966	B89906N	16	\$ -	14,050 lb / 6,386 kg
2	2/28/2011	112	2009	Ford Bus E-450	1FDXE445S27DA83642	B61649S	16	\$ 50,000.00	14,050 lb / 6,386 kg

EXHIBIT 3

TC - 120323

Seniority Report

EXHIBIT 3

Shuttle Express
Hire Dates From: To: 06/18/2013

Run Date: 06/18/2013

Name	File #	SSN	Status	Home Dept	Home Cost Number	Hire Date	Yrs of Srv
Company Code: KXT							
Abadir, Salih	004312	XXXX-XX-XXXX	Active	500100-Van Operations		05/06/2013	0:1
Abdulle, Abdulahi Yussuf	004291	XXXX-XX-XXXX	Active	500100-Van Operations		04/01/2013	0:2
Adekoya, Christopher	004277	XXXX-XX-XXXX	Active	500100-Van Operations		03/11/2013	0:3
Adkinson, Herbert	004095	XXXX-XX-XXXX	Active	500100-Van Operations		03/28/2011	2:2
Ahmed, Omar	004293	XXXX-XX-XXXX	Active	500100-Van Operations		04/01/2013	0:2
Allen, Allison	004008	XXXX-XX-XXXX	Active	500100-Van Operations		08/17/2009	3:10
Anderson, Jennifer Ann	001587	XXXX-XX-XXXX	Active	500100-Van Operations		06/17/1999	14:0
Arai, Kazuo Leroy	003878	XXXX-XX-XXXX	Active	500100-Van Operations		06/23/2008	4:11
Avertill, Bryce	004285	XXXX-XX-XXXX	Active	500100-Van Operations		03/11/2013	0:3
Aylott, Boaz	003934	XXXX-XX-XXXX	Active	500100-Van Operations		04/13/2009	4:2
Bailey, Brian Lesley	003629	XXXX-XX-XXXX	Active	500100-Van Operations		06/11/2007	6:0
Bailey, Timothy	004054	XXXX-XX-XXXX	Active	500100-Van Operations		05/31/2010	3:0
Baker, Paul Campbell	002742	XXXX-XX-XXXX	Active	500100-Van Operations		03/15/2004	9:3
Banks, Philip	004275	XXXX-XX-XXXX	Active	500100-Van Operations		03/11/2011	2:3
Bartness, Matthew Paul	004194	XXXX-XX-XXXX	Active	500100-Van Operations		02/27/2012	1:3
Bellefleur, Etha Grace	003307	XXXX-XX-XXXX	Active	500100-Van Operations		05/08/2006	7:1
Bennett, Randall Scott	004204	XXXX-XX-XXXX	Active	500100-Van Operations		04/02/2012	1:2
Bergstrand, Victor Robert	003970	XXXX-XX-XXXX	Active	500100-Van Operations		06/08/2009	4:0
Birnie, Charles Asbury	000253	XXXX-XX-XXXX	Active	500100-Van Operations		08/24/1994	18:9
Bison, John Michael	003881	XXXX-XX-XXXX	Active	500100-Van Operations		06/23/2008	4:11
Bracewell, Evelyn Marie	004236	XXXX-XX-XXXX	Active	500100-Van Operations		05/29/2012	1:0
Bracewell, Randy Hartley	004234	XXXX-XX-XXXX	Active	500100-Van Operations		05/29/2012	1:0
Breece, Marvin Richard	003484	XXXX-XX-XXXX	Active	500100-Van Operations		12/04/2006	6:6
Buckley, LT	004322	XXXX-XX-XXXX	Active	500100-Van Operations		05/20/2013	0:0
Burke, Geraldine	004290	XXXX-XX-XXXX	Active	500100-Van Operations		04/01/2013	0:2
Burpee, Kirk	004316	XXXX-XX-XXXX	Active	500100-Van Operations		05/20/2013	0:0
Burvell, Edwin Dunn	004063	XXXX-XX-XXXX	Active	500100-Van Operations		06/21/2010	2:11
Butler, David Shawn	003977	XXXX-XX-XXXX	Active	500100-Van Operations		06/12/2009	4:0
Butler, Steven Charles	003821	XXXX-XX-XXXX	Active	500100-Van Operations		03/03/2008	5:3
Calabria, Rico Francisco	003817	XXXX-XX-XXXX	Active	500100-Van Operations		02/25/2008	5:3
Castro, Ramon A	004270	XXXX-XX-XXXX	Active	500100-Van Operations		07/30/2012	0:10
Chambers, Robert	004297	XXXX-XX-XXXX	Active	500100-Van Operations		04/15/2013	0:2
Chandler, Labonda Fay	004131	XXXX-XX-XXXX	Active	500100-Van Operations		04/18/2011	2:2
Chase, Thomas	004315	XXXX-XX-XXXX	Active	500100-Van Operations		05/20/2013	0:0
Ching, Terrence Dai-Heen	003914	XXXX-XX-XXXX	Active	500100-Van Operations		03/09/2009	4:3
Clemens, Dorlan Royce	003183	XXXX-XX-XXXX	Active	500100-Van Operations		11/14/2005	7:7
Corcoran, Randall J.	004069	XXXX-XX-XXXX	Active	500100-Van Operations		06/21/2010	2:11

Seniority Report

Hire Dates From: To: 06/18/2013

Run Date: 06/18/2013

Name	File #	SSN	Status	Home Dept	Home Cost Number	Hire Date	Yrs of Srv
Cornforth, Bryan Robert	003943	XXXX-XX-XXXX	Active	500100-Van Operations		04/13/2009	4:2
Cosgrove, Edward Bernard	002997	XXXX-XX-XXXX	Active	500100-Van Operations		04/25/2005	8:1
Davenport, Stephen P	004038	XXXX-XX-XXXX	Active	500100-Van Operations		05/03/2010	3:1
Day, Danny	004083	XXXX-XX-XXXX	Active	500100-Van Operations		07/21/2010	2:10
De Santis, Julio Justin	001902	XXXX-XX-XXXX	Active	500100-Van Operations		08/30/2000	12:9
Del Fierro, Ramon Marcel	004153	XXXX-XX-XXXX	Active	500100-Van Operations		05/09/2011	2:1
Derscheid, Eric Charles	002644	XXXX-XX-XXXX	Active	500100-Van Operations		08/04/2003	9:10
Diaz, Victoria Maria	002322	XXXX-XX-XXXX	Active	500100-Van Operations		03/18/2002	11:3
Diebate, Boumama	003576	XXXX-XX-XXXX	Active	500100-Van Operations		04/23/2007	6:1
Dow, Craig	004281	XXXX-XX-XXXX	Active	500100-Van Operations		03/11/2013	0:3
Dowell, Gabriel Brandon	003930	XXXX-XX-XXXX	Active	500100-Van Operations		03/27/2009	4:2
Drake, Germaine	003578	XXXX-XX-XXXX	Active	500100-Van Operations		04/23/2007	6:1
Earl, Richard	002535	XXXX-XX-XXXX	Active	500100-Van Operations		04/07/2003	10:2
Ellis, David J.	004064	XXXX-XX-XXXX	Active	500100-Van Operations		06/21/2010	2:11
Erickson, Leigh	004301	XXXX-XX-XXXX	Active	500100-Van Operations		04/15/2013	0:2
Fasnacht III, George A.	004079	XXXX-XX-XXXX	Active	500100-Van Operations		07/19/2010	2:10
Fehling, Donald Edward	004246	XXXX-XX-XXXX	Active	500100-Van Operations		06/11/2012	1:0
Ferguson, Donald Warren	004134	XXXX-XX-XXXX	Active	500100-Van Operations		04/19/2011	2:1
Fisher, Gerald Alan	002564	XXXX-XX-XXXX	Active	500100-Van Operations		04/28/2003	10:1
Fitzgerald, Christopher Jean	004235	XXXX-XX-XXXX	Active	500100-Van Operations		05/29/2012	1:0
Fortin, Charles Andrew	003746	XXXX-XX-XXXX	Active	500100-Van Operations		10/01/2007	5:8
Fry, John Joseph	003293	XXXX-XX-XXXX	Active	500100-Van Operations		04/17/2006	7:2
Fullerton, John Ray	004237	XXXX-XX-XXXX	Active	500100-Van Operations		05/29/2012	1:0
Garcia, Ruben Gonzalez	004047	XXXX-XX-XXXX	Active	500100-Van Operations		05/17/2010	3:1
Garris, Larry Edward	000477	XXXX-XX-XXXX	Active	500100-Van Operations		08/16/1995	17:10
Gill, Gujjeet S.	001147	XXXX-XX-XXXX	Active	500100-Van Operations		02/05/1997	16:4
Gonzales, Evelyn	004311	XXXX-XX-XXXX	Active	500100-Van Operations		05/06/2013	0:1
Granquist, Thomas Edwin	003947	XXXX-XX-XXXX	Active	500100-Van Operations		05/04/2009	4:1
Gratton, Janet	004292	XXXX-XX-XXXX	Active	500100-Van Operations		04/01/2013	0:2
Gravel, Patrick Edward	003381	XXXX-XX-XXXX	Active	500100-Van Operations		07/24/2006	6:10
Green, Melvin	004317	XXXX-XX-XXXX	Active	500100-Van Operations		05/20/2013	0:0
Griffin, Charles	004298	XXXX-XX-XXXX	Active	500100-Van Operations		04/15/2013	0:2
Grinnell, William Edward	001097	XXXX-XX-XXXX	Active	500100-Van Operations		11/06/1996	16:7
Guled, Abdi Awil	004145	XXXX-XX-XXXX	Active	500100-Van Operations		04/19/2011	2:1
Hale, Michael Dennis	000554	XXXX-XX-XXXX	Active	500100-Van Operations		12/01/1993	19:6
Hammond, Walter Arthur	003239	XXXX-XX-XXXX	Active	500100-Van Operations		02/27/2006	7:3
Harker, Terra Lee	004218	XXXX-XX-XXXX	Active	500100-Van Operations		04/30/2012	1:1
Hendricks, John P.K.	003856	XXXX-XX-XXXX	Active	500100-Van Operations		05/12/2008	5:1
Henry, Stephan	004278	XXXX-XX-XXXX	Active	500100-Van Operations		03/11/2013	0:3

Seniority Report

Hire Dates From: To: 06/18/2013

Run Date: 06/18/2013

Name	File #	SSN	Status	Home Dept	Home Cost Number	Hire Date	Yrs of Srv
Hicks, John Matthew	003762	XXXX-XX-XXXX	Active	500100-Van Operations		10/29/2007	5:7
Higham, James Brian	003495	XXXX-XX-XXXX	Active	500100-Van Operations		02/05/2007	6:4
Hildreth, Dennis C.	002984	XXXX-XX-XXXX	Active	500100-Van Operations		04/11/2005	8:2
Huibregtse, Alan Erle	003781	XXXX-XX-XXXX	Active	500100-Van Operations		12/03/2007	5:6
Ichikawa, Tadamasu	003989	XXXX-XX-XXXX	Active	500100-Van Operations		07/06/2009	3:11
Irish Jr., Paul Everett	002985	XXXX-XX-XXXX	Active	500100-Van Operations		04/11/2005	8:2
Jackman, Wesley Stanley	003918	XXXX-XX-XXXX	Active	500100-Van Operations		03/09/2009	4:3
Jackson, Charles M.	004120	XXXX-XX-XXXX	Active	500100-Van Operations		04/18/2011	2:2
Jackson, Malinda R	004273	XXXX-XX-XXXX	Active	500100-Van Operations		07/30/2012	0:10
Johns, Donald Henry	003843	XXXX-XX-XXXX	Active	500100-Van Operations		04/07/2008	5:2
Johnston, Larry	004112	XXXX-XX-XXXX	Active	500100-Van Operations		04/11/2011	2:2
King, Rodger Wilson	002890	XXXX-XX-XXXX	Active	500100-Van Operations		09/13/2004	8:9
Kingman, Gary Dave	000452	XXXX-XX-XXXX	Active	500100-Van Operations		06/05/1991	22:0
Kirsch, Ronald Bruce	003166	XXXX-XX-XXXX	Active	500100-Van Operations		10/27/2005	7:7
Kolakowski, Giles	004288	XXXX-XX-XXXX	Active	500100-Van Operations		04/01/2013	0:2
Kuro, Robert	004019	XXXX-XX-XXXX	Active	500100-Van Operations		10/05/2009	3:8
Landon, Bradley David	003463	XXXX-XX-XXXX	Active	500100-Van Operations		10/30/2006	6:7
Latta, Douglas Arthur	003772	XXXX-XX-XXXX	Active	500100-Van Operations		11/05/2007	5:7
Leach, Randy A.	003000	XXXX-XX-XXXX	Active	500100-Van Operations		04/25/2005	8:1
Liebelter, Penelope Ann	002052	XXXX-XX-XXXX	Active	500100-Van Operations		04/02/2001	12:2
Lucas, Mark Alfred	004248	XXXX-XX-XXXX	Active	500100-Van Operations		06/11/2012	1:0
Lyndes, Christopher Hagan	004258	XXXX-XX-XXXX	Active	500100-Van Operations		06/25/2012	0:11
Mallingier, John Fitzgerald	003302	XXXX-XX-XXXX	Active	500100-Van Operations		05/01/2006	7:1
Manil, Eric Raymond	004138	XXXX-XX-XXXX	Active	500100-Van Operations		04/19/2011	2:1
Mannila, Michael Henry	003190	XXXX-XX-XXXX	Active	500100-Van Operations		11/28/2005	7:6
Mattson, Lucy Anne	004142	XXXX-XX-XXXX	Active	500100-Van Operations		04/19/2011	2:1
McCann, Robert Loren	003871	XXXX-XX-XXXX	Active	500100-Van Operations		06/02/2008	5:0
McMahon, Bryan Barclay	003969	XXXX-XX-XXXX	Active	500100-Van Operations		06/08/2009	4:0
Mendoza, Rodolfo	004318	XXXX-XX-XXXX	Active	500100-Van Operations		05/20/2013	0:0
Miller, Thomas Frederick	004195	XXXX-XX-XXXX	Active	500100-Van Operations		03/12/2012	1:3
Mochizaki, Takashi	004320	XXXX-XX-XXXX	Active	500100-Van Operations		05/20/2013	0:0
Moore, Benjamin L	000944	XXXX-XX-XXXX	Active	500100-Van Operations		05/06/2011	2:1
Morelock, Michael Bryan	000278	XXXX-XX-XXXX	Active	500100-Van Operations		08/21/1992	20:9
Mumlin, Mustafa Haji	004244	XXXX-XX-XXXX	Active	500100-Van Operations		06/11/2012	1:0
Myers, John Howard	004196	XXXX-XX-XXXX	Active	500100-Van Operations		03/12/2012	1:3
Nelson, Richard	004062	XXXX-XX-XXXX	Active	500100-Van Operations		08/17/2009	3:10
Newberry, Mark Jude	003509	XXXX-XX-XXXX	Active	500100-Van Operations		02/19/2007	6:3
Newby, Donald Lee	003719	XXXX-XX-XXXX	Active	500100-Van Operations		08/27/2007	5:9
Nicholas, Marilda Elizabeth K	003363	XXXX-XX-XXXX	Active	500100-Van Operations		07/03/2006	6:11

Seniority Report

Hire Dates From: To: 06/18/2013

Run Date: 06/18/2013

Name	File #	SSN	Status	Home Dept	Home Cost Number	Hire Date	Yrs of Srv
Nickels, James Woodrow	003462	XXX-XX-XXXX	Active	500100-Van Operations		10/30/2006	6:7
Norman, Kenneth Allan	000898	XXX-XX-XXXX	Active	500100-Van Operations		12/11/1989	23:6
Norris, Steve Bradley	004250	XXX-XX-XXXX	Active	500100-Van Operations		06/11/2012	1:0
Neubuga, Phillip Mutyaba	003619	XXX-XX-XXXX	Active	500100-Van Operations		06/04/2007	6:0
O'Donnell, James Patrick	003515	XXX-XX-XXXX	Active	500100-Van Operations		02/26/2007	6:3
Olejnik, Kenneth Robert	004262	XXX-XX-XXXX	Active	500100-Van Operations		07/16/2012	0:11
Oebels, Emmanuel Erno	004247	XXX-XX-XXXX	Active	500100-Van Operations		06/11/2012	1:0
Owen, Gregory William	000860	XXX-XX-XXXX	Active	500100-Van Operations		09/11/1989	23:9
Owens, Giovanni	000052	XXX-XX-XXXX	Active	500100-Van Operations		03/11/2013	0:3
Parker, Robert Lee	001738	XXX-XX-XXXX	Active	500100-Van Operations		02/14/2000	13:4
Parris, Edward	004052	XXX-XX-XXXX	Active	500100-Van Operations		05/31/2010	3:0
Peatow, Aaron Andrew	002631	XXX-XX-XXXX	Active	500100-Van Operations		07/14/2003	9:11
Penjarewatana, Samuel	004056	XXX-XX-XXXX	Active	500100-Van Operations		05/31/2010	3:0
Peterson, Elke	004296	XXX-XX-XXXX	Active	500100-Van Operations		04/15/2013	0:2
Petrie, Lawrence Raymond	001278	XXX-XX-XXXX	Active	500100-Van Operations		09/24/1997	15:8
Phelps, David Allen	003976	XXX-XX-XXXX	Active	500100-Van Operations		06/08/2009	4:0
Poppe, Dennis Richard	003255	XXX-XX-XXXX	Active	500100-Van Operations		03/13/2006	7:3
Rabe, Richard Joseph	004125	XXX-XX-XXXX	Active	500100-Van Operations		04/18/2011	2:2
Rainsford, Andrew	004091	XXX-XX-XXXX	Active	500100-Van Operations		03/07/2011	2:3
Rall, David Christopher	004179	XXX-XX-XXXX	Active	500100-Van Operations		10/10/2011	1:8
Ree, David Ronald	000382	XXX-XX-XXXX	Active	500100-Van Operations		03/24/1993	20:2
Reeves, Stephen A.	001686	XXX-XX-XXXX	Active	500100-Van Operations		10/21/1999	13:7
Rehder, Hunter Martin	001340	XXX-XX-XXXX	Active	500100-Van Operations		01/28/1998	15:4
Reissig, Michael	004305	XXX-XX-XXXX	Active	500100-Van Operations		05/06/2013	0:1
Rice, Maureen Bernadette	002775	XXX-XX-XXXX	Active	500100-Van Operations		04/26/2004	9:1
Richards, Paul Todd	002738	XXX-XX-XXXX	Active	500100-Van Operations		03/08/2004	9:3
Richardson, Mark	004279	XXX-XX-XXXX	Active	500100-Van Operations		03/11/2013	0:3
Richtstad, Randolph Norman	000714	XXX-XX-XXXX	Active	500100-Van Operations		10/03/1988	24:8
Rigney, Marc Benedict	004164	XXX-XX-XXXX	Active	500100-Van Operations		06/13/2011	2:0
Roberts, Alan	004289	XXX-XX-XXXX	Active	500100-Van Operations		04/01/2013	0:2
Robinson, Alan Raymond	000404	XXX-XX-XXXX	Active	500100-Van Operations		05/24/1995	18:0
Rockstad, Eric Jay	004154	XXX-XX-XXXX	Active	500100-Van Operations		05/09/2011	2:1
Roosenberg, Diane	004309	XXX-XX-XXXX	Active	500100-Van Operations		05/06/2013	0:1
Ryan, Scott	004059	XXX-XX-XXXX	Active	500100-Van Operations		05/31/2010	3:0
Saele, Kao Vang	004266	XXX-XX-XXXX	Active	500100-Van Operations		07/16/2012	0:11
Sanders, Sumner	004299	XXX-XX-XXXX	Active	500100-Van Operations		04/15/2013	0:2
Sarkowsky, Paul Steven	003343	XXX-XX-XXXX	Active	500100-Van Operations		06/19/2006	6:11
Schumer, Robert Graham	003134	XXX-XX-XXXX	Active	500100-Van Operations		09/26/2005	7:8
Seaman, Marcia Claire	000509	XXX-XX-XXXX	Active	500100-Van Operations		11/08/1995	17:7

Seniority Report

Hire Dates From: To: 06/18/2013

Run Date: 06/18/2013

Name	File #	SSN	Status	Home Dept	Home Cost Number	Hire Date	Yrs of Srv
Searle-Giese, Susan Marina	004230	XXXX-XX-XXXX	Active	500100-Van Operations		05/14/2012	1:1
Senna, Steven Michael	003551	XXXX-XX-XXXX	Active	500100-Van Operations		04/02/2007	6:2
Simmons, Jeffrey	004308	XXXX-XX-XXXX	Active	500100-Van Operations		05/06/2013	0:1
Smith, Dennis Gerard	003957	XXXX-XX-XXXX	Active	500100-Van Operations		05/18/2009	4:1
Smith, Steven Shay	004243	XXXX-XX-XXXX	Active	500100-Van Operations		05/29/2012	1:0
Snyder, Hamilton Standard	004133	XXXX-XX-XXXX	Active	500100-Van Operations		04/19/2011	2:1
Solis, Ricardo	004321	XXXX-XX-XXXX	Active	500100-Van Operations		05/20/2013	0:0
Spier, Boyd Kenneth	003921	XXXX-XX-XXXX	Active	500100-Van Operations		03/09/2009	4:3
Spicer, Ronald James	004039	XXXX-XX-XXXX	Active	500100-Van Operations		05/03/2010	3:1
Stearns, Michael	004287	XXXX-XX-XXXX	Active	500100-Van Operations		04/01/2013	0:2
Taylor, Margaret Mary	003331	XXXX-XX-XXXX	Active	500100-Van Operations		06/05/2006	7:0
Taylor, Michael	004314	XXXX-XX-XXXX	Active	500100-Van Operations		05/20/2013	0:0
Torres, Elias	004072	XXXX-XX-XXXX	Active	500100-Van Operations		06/21/2010	2:11
Van Deventer, William O.	004123	XXXX-XX-XXXX	Active	500100-Van Operations		04/18/2011	2:2
Van Houite, Curt Henry	002878	XXXX-XX-XXXX	Active	500100-Van Operations		08/16/2004	8:10
Vera, Manuel Agustin	004191	XXXX-XX-XXXX	Active	500100-Van Operations		02/27/2012	1:3
Vernon, Allen Bunnell	001022	XXXX-XX-XXXX	Active	500100-Van Operations		09/11/1996	16:9
Wakene, Simeneh Mengistu	003581	XXXX-XX-XXXX	Active	500100-Van Operations		04/23/2007	6:1
Wankum, John William	003609	XXXX-XX-XXXX	Active	500100-Van Operations		05/28/2007	6:0
Warsame, Hirsi Ali	004214	XXXX-XX-XXXX	Active	500100-Van Operations		04/16/2012	1:2
Webb, Mance Guyle	001099	XXXX-XX-XXXX	Active	500100-Van Operations		11/06/1996	16:7
Webert, Mark Hamilton	003113	XXXX-XX-XXXX	Active	500100-Van Operations		08/25/2005	7:9
Wearns, Dwight	004310	XXXX-XX-XXXX	Active	500100-Van Operations		05/06/2013	0:1
Welling, Jess	004006	XXXX-XX-XXXX	Active	500100-Van Operations		08/17/2009	3:10
Wells, Denise	004307	XXXX-XX-XXXX	Active	500100-Van Operations		05/06/2013	0:1
West, Charles	004086	XXXX-XX-XXXX	Active	500100-Van Operations		03/07/2011	2:3
Westenberg, Dan Eric	000753	XXXX-XX-XXXX	Active	500100-Van Operations		12/16/1991	21:6
Wise, Bradford Allen	003828	XXXX-XX-XXXX	Active	500100-Van Operations		03/24/2008	5:2
Yi, Steve Naekwon	004185	XXXX-XX-XXXX	Active	500100-Van Operations		10/10/2011	1:8
Zachara, Peter James	004205	XXXX-XX-XXXX	Active	500100-Van Operations		04/02/2012	1:2

Total Records in KXT: 184

Total Number of Records: 184

EXHIBIT 4

TC - 120323

From: daily_ops_report@shuttleexpress.net [mailto:daily_ops_report@shuttleexpress.net] On Behalf Of Ken Johnson
Sent: Thursday, June 20, 2013 4:01 AM
To: daily_ops_report@shuttleexpress.net
Subject: <Report>

Exhibit 4 Shuttle Express

Daily Dispatch Report

Date/Shift Worked: 06.19. 2013 - 1804

IC/Bus for most of the shift Radio dispatch for the last few hours

Service Incidents: None

Driver Issues: None

Wait Times: 20 to 30 for most guests

Driver Hours Saved: Minimal

Services in Check: Vans for 11:00 flights

Red & MX's: None during my shift

IC's & Busses: Had a 12 hour reservation error for guests in Everett - sent rescue Towncar - notes re:3771487

Flight Crews: no issues or problems

DTA: No issues or problems

Of Can We Do's: about 16

Kudos:

Pass down Info:

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EXHIBIT 5

TC - 120323

Exhibit 5 Shuttle Express

WAC 480-30-356

Tariffs and time schedules, tariff rules.

(1) Tariff rules must be stated in clear language and explicit terms, setting forth all standards and policies that will govern how the auto transportation company assesses rates to its customers.

(2) All provisions contained in an auto transportation company's tariff must be clearly labeled as to the type of service to which they apply. Example: Scheduled, door-to-door, by reservation only.

(3) Auto transportation company tariffs must contain rules addressing at least the following subjects:

(a) Children's fares. Rules must clearly indicate the ages for which children's fares apply.

(b) Baggage. Rules must state the amount of baggage that may be transported free of additional charge, baggage liability (see WAC 480-30-476), and overweight or excess baggage charges. Baggage rules must also state company policies regarding carry-on items such as skis and bicycles.

(c) Transportation of animals. Rules must state that service animals, such as dogs traveling with sight or hearing impaired passengers, will be transported free of charge if they lie at the feet of their master and do not occupy passenger seats.

(d) Refunds for unused and partially used tickets.

(i) Rules must state, "Subject to the exceptions of (d)(ii) and (iii) of this subsection unused tickets will be redeemed at the purchase price and unused portions of round-trip or commutation tickets will be redeemed by charging the regular fare or fares for the portion or portions used, and refunding the balance of the purchase price."

(ii) A company offering "door-to-door" service or "by reservation only" service may assess an administrative fee in those instances where a cost is incurred because the customer requested a change. If a company assesses an administrative fee, the tariff must include rules that clearly identify the fee and under what circumstances the fee will be assessed. Example of an administrative fee rule: A ten-dollar administrative fee will be assessed for customer requested changes made less than twenty-four hours in advance of the scheduled departure time. Administrative fees are deducted from ticket refunds.

(iii) A customer who has made a reservation but fails to cancel, reschedule, or appear at the designated pick-up point by the scheduled departure time is not eligible for a refund unless the failure was caused by an airline delay or cancellation.

(e) Long haul/short haul provisions. Rules must state that no customer will be required to pay more for transportation to an intermediate point along a route than is charged for a longer trip over that same route.

(f) Areas or zones to which rates apply. When fares to or from a named point include stops beyond the regular terminal, or where no regular terminal is maintained, the tariff must define the zone within which fares to and from a named point apply. For example: "Rates apply within five road miles of points named."

(g) Commuter fares, if offered by the company.

(h) Whether alternate means of transport will be provided by the company when it is unable to provide transportation at the time and place specified in the reservation that the company has accepted for that passenger.

(i) Holidays observed by the company.

[Statutory Authority: RCW 80.01.040, 81.04.160, 81.12.050, 81.68.030, and 81.70.270. 06-13-006 (General Order No. R-533, Docket No. TC-020497), § 480-30-356, filed 6/8/06, effective 7/9/06.]

EXHIBIT 6

TC - 120323

Exhibit 6

Shuttle Express

**SHUTTLE EXPRESS, INC
INDEPENDENT CONTRACTOR AGREEMENT**

Updated: May 22, 2009

Effective Date _____

This Agreement made in the Town of Renton, County of King, and State of Washington,

between SHUTTLE EXPRESS, Inc. ("Company"), and

_____ ("Contractor") UBI Number: _____

SECTIONS

Statement of Facts and Intent

1. INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES
2. INDEPENDENT CONTRACTOR DISCRETION
3. TERM
4. USE OF COMPANY TRADEMARKS
5. CONTRACTOR OBLIGATIONS
6. COMPLIANCE WITH LAW AND REGULATIONS
7. INDEMNIFICATION AND INSURANCE
8. VEHICLE SPECIFICATIONS, STANDARDS, AND MAINTENANCE
9. SAFETY & ACCIDENT POLICIES AND PROCEDURES
10. CUSTOMER SERVICE STANDARDS
11. COLLECTION OF CUSTOMER FARES
12. PAYMENT TERMS AND CONDITIONS
13. TERMINATION OF AGREEMENT
14. CONTRACT MANAGEMENT
15. SIGNATURE PAGE

Appendix A – Verification of IC Relationship

Appendix B – Contractor Contact Information

Appendix C – Fees & Charges Paid To Company

STATEMENT of FACTS and INTENT

Shuttle Express, Inc. and Contractor seek to establish a working relationship in which both parties work in cooperation for their mutual benefit while maintaining separate independent business identities.

SHUTTLE EXPRESS holds necessary operating authority for passenger transportation operations from the Washington Utilities and Transportation Commission ("WUTC"), the Washington Department of Licensing ("DOL"), and the Port of Seattle Airport ("PORT").

SHUTTLE EXPRESS has an office and dispatch system which allows a Contractor to comply with Washington State law (RCW 46-72A.020) which mandates limousine operators to pick up ONLY clients who are prearranged and dispatched through an office.

SHUTTLE EXPRESS has a proprietary marketing and reservation system capable of gathering, sorting, and referring work to the those who can perform the transportation movements needed to satisfy client's requests.

SHUTTLE EXPRESS holds the right to use certain name(s), trademark(s), trade name(s), service mark(s) and phone number(s) and conducts advertising to attract customers for transportation service (the "licensed property").

CONTRACTOR seeks referrals to perform transportation services and is willing and able to accept referrals from Shuttle Express, Inc. according to the terms and conditions set forth in this Agreement.

IT IS THE INTENT of the parties to combine their individual capabilities and resources, working together to provide complete luxury transportation service to clients.

THEREFORE, the parties agree as follows:

1. INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES

(a) Contractor and Company acknowledge and agree that there does not exist between them the relationship of employer-employee or master-servant, either express or implied. This Agreement is not a contract of employment, hire or apprenticeship. Contractor affirms that he or she is a self-employed person, engaged in an independently established business of the same nature as the services Contractor agrees to provide under the terms of this Agreement.

(b) This Agreement is non-exclusive. Contractor is free to advertise, solicit, and present himself/herself to the public as available to perform transportation services. Contractor may sell transportation services to other companies, and Company may buy transportation services from other contractors.

(c) Contractor understands and agrees that as a self-employed person, Contractor is NOT eligible for employee benefits, including Workers' Compensation Insurance from the Company and the Company is not obliged to provide it. Contractor will not be treated as an employee of the Company for any purpose, including, but not limited to, the Federal Insurance Contributions Act, the Social Security Act, the Federal Unemployment Tax Act, State Workers' Compensation, State Unemployment Insurance, State Disability Insurance, and Federal or State income tax withholding at source.

(d) Contractor assumes complete responsibility for payment of self-employment and Federal and State income taxes. Company will not withhold any taxes or make any payment, either federal or state, on behalf of Contractor.

(e) Although Contractor is not and shall not in any manner claim to be an employee of the Company, the Company is the sole holder of all licenses, agreements and authorizations from any and all federal, state and other regulatory bodies, except for requirements of Contractor enumerated in subsequent sections herein.

(f) Contractor represents himself/herself to be a licensed and professional transportation provider who does not require training from the Company, and which the Company will not provide.

- (g) **Contractor will supply vehicle, and all equipment** required to accomplish the work in a professional manner.
- (h) **Contractor is financially responsible to pay all expenses** associated with transporting clients referred by Company, including fees paid to the Company for services rendered in referring the work.
- (i) **If Contractor operates as a PARTNERSHIP or limited liability company (LLC)**, all contractors, partners, and LLC members (individually and collectively), shall sign and be subject to all portions of this Agreement.
- (j) **If Contractor enters into an EMPLOYMENT RELATIONSHIP** with anyone, Contractor shall be solely responsible to:
- 1) set wages, benefits, hours and working conditions for any such employee;
 - 2) furnish full and complete Worker's Compensation Insurance coverage for all such employees at Contractor's own expense, during the entire period of this Agreement ;
 - 3) pay all required wages for said employees;
 - 4) withhold all required taxes and to pay all required contributions with respect to said employees;
 - 5) comply with all laws relating to Contractor's employees; and
 - 6) enter into a written employment agreement with such employees that incorporates relevant terms of this Agreement.
 - 7) Prior to permitting any employee of Contractor to accept referrals or perform any services under the terms of this Agreement, Contractor shall provide the Company with a certificate showing in force the requisite Workers' Compensation Insurance for Contractor's employees. The certificate shall list the Company as a certificate holder to be given notice in the event of termination or cancellation of such coverage.

2. INDEPENDENT CONTRACTOR DISCRETION

- (a) Except as may be required by applicable law and regulations outside of Company's control, **Contractor has absolute discretion of determining the manner and means of accomplishing the performance of services** rendered.
- (b) **Contractor is under no obligation to accept any referral** offered by the Company, but once a Contractor accepts a referral, Contractor agrees to service the referred work.
- (c) **Contractor may not utilize Company licensed property**, symbols, insignias, logos, trade identification colors or any other licensed property, while performing any transport service to or from SeaTac International Airport or any other facility which has issued a permit or license to the Company **unless Contractor is performing services under this Agreement**.
- (d) **Nothing herein prohibits Contractor from performing services that are not restricted by this Agreement**.
- (e) **Contractor may choose to contract with Company to guarantee availability to accept referrals on specified days and hours mutually agreed to by both parties**.
- (f) **Contractor may perform services under this Agreement at any time** during the term or any extension(s) of it.

3. TERM

- (a) The initial term of this Agreement shall commence upon its effective date and continue for **three (3) months**.
- (b) Upon expiration of the initial term, this Agreement shall **automatically renew on the same terms and conditions from month to month unless either party serves 30-day written notice of termination to the other**. \$200 penalty if either party terminates without cause with less than 30-day written notice.

4. USE OF COMPANY TRADE MARKS

(a) Company hereby grants to Contractor the **right to use the licensed property** in or on Contractor's vehicle during the term of this Agreement and any extension(s) of it.

(b) Contractor agrees that all Company symbols, including but not limited to trade marks, trade names, logos, insignias, colors and color combinations, now and hereafter used by Contractor, are solely and exclusively the property of the Company.

(c) **Contractor shall not use** Company's name, trade mark, trade name, service mark or phone number in any type advertising **without express written permission** from the Company.

(d) **Company may reimburse Contractor in whole or part (upon agreement) for advertising the Company or Company services** (eg: XCAR license plate, license plate frame). Any such advertising to be immediately removed upon termination of this Agreement.

5. CONTRACTOR OBLIGATIONS

(a) Prior to operating under this Agreement, **Contractor agrees to provide Company, at Contractor's expense, written confirmation or copy of:**

- 1) Current valid **Washington State Drivers License**
- 2) DMV **3 year Driving Record** – to be updated yearly
- 3) Current valid **DOT Medical Card**
- 4) **Drug screening** with negative result
- 5) Unified Business Identifier - Washington State **UBI registration**
- 6) Washington State **L&I Occupational Accident insurance**
- 7) Washington State **Limousine Business License**
- 8) **Vehicle Insurance** in compliance with Washington State Limousine requirements and Section 7(b) below.
- 9) Washington State **Vehicle Limousine License**
- 10) Seattle Tacoma Airport **Ground Transportation Permit**
- 11) Any other Licenses as required by the Port, DOL, DOT, or WUTC

(b) Prior to operating under this Agreement, **Contractor shall provide written certification** to the Company that Contractor **complies with the chauffeur criteria set forth in RCW 46.72A.090.**

(c) Prior to operating under this Agreement, Contractor shall successfully complete, at Contractors expense, a **Company orientation course (NOT training)** which includes but is not limited to:

- 1) Company Safety Policies and Accident Procedures
- 2) Company Types of Service
- 3) Company Fare Collection procedures
- 4) Company Text/Pager Messages & Interpretation
- 5) Company Accounting Functions
- 6) Company Office Orientation
- 7) Airport Procedures at Company Ground Transportation Service Desk

(d) **Contractor shall pay all fees required to legally operate as a limousine carrier:** airport fees, state, county, port, or city licenses, vehicle inspection fees, WUTC fees, DOL fees, or any other fees required. **Contractor agrees to provide written evidence of such payments to the Company.**

(e) Contractor agrees to comply with all regulations and standards issued by the Port of Seattle, which are incorporated herein by this reference, applicable to Contractor's operations under this Agreement. Contractor hereby acknowledges receipt of the Port of Seattle "Ground Transportation Operator's Manual."

(f) Contractor agrees to:

- 1) **Maintain a separate set of books or records** that reflect all items of income and expenses of Contractor's business, and upon demand verify compliance to the Company.
- 2) **File a schedule of expenses with the Internal Revenue Service at the appropriate applicable filing periods, and file a Schedule C federal income tax return.** Company will provide Contractor with a Form 1099 yearly as required.
- 3) **Obtain a Unified Business Identifier (UBI) number and maintain an open account with the State Department of Revenue** for the payment of all required state taxes. **Contractor agrees to provide Company written evidence of compliance with this provision.** Compliance with this provision will be monitored from the Washington State Department of Revenue website Business List.

(g) CONFIDENTIALITY

- 1) **The operations of the Company and identity of the Company's customers are absolutely confidential and a trade secret of the Company.** Any disclosure of the identity of Company's customers or the nature of its operations other than as are openly obvious and advertised by the Company to the public constitutes a violation of the Company's trade secret rights and attendant right to confidentiality.
- 2) Breach of this confidentiality provision by Contractor or any partner will be grounds for immediate cancellation of this Agreement.

(h) NON - COMPETE

- 1) Contractor agrees that clients developed through Company marketing efforts, advertising, and sales will be served through the Company reservation system. **Contractor agrees not to solicit nor make sales overtures of any kind to such clients** which may encourage Company clients to deal directly with Contractor in lieu of making travel arrangements through the Company.
- 2) The Company agrees to maintain a **"Preferred Driver" program** which allows a client to designate Contractor as their preferred driver within the Company reservation database. If so designated, the Company agrees to refer all travel by that client to Contractor. Contractor maintains the option of refusing a preferred driver referral, in which case the Company will refer that single transfer only to another chauffeur.
- 3) **Nothing in this section precludes Contractor from marketing and developing their own clientele** for their own business.
- 4) Should Contractor, for reasons which benefit Contractor, **choose to use the Company's reservation system** to manage a Contractor's client, the **Company will rebate a finders fee** upon invoice from the Contractor for each use. **Contractor agrees to insure that such a reservation is clearly labeled to indicate the client has been developed by Contractor's sales and marketing efforts.**

6. COMPLIANCE WITH LAW AND REGULATIONS

(a) COMPLIANCE WITH LAW AND GOVERNMENTAL REGULATIONS

- 1) Throughout the term of this Agreement and any extension(s) of it, **Contractor shall possess and maintain all required licenses, permits and certificates** necessary for lawful operation under this Agreement; including but not limited to current Washington driver's license, current vehicle registration, evidence of title to vehicle, chauffeur credential, charter license if required; and Contractor shall provide Company with current copies of all such licenses, certificates and permits. **Contractor shall immediately notify the Company of any change, revocation, suspension, renewal or amendments to any license permit or certificate.**
- 2) Contractor and all partners shall comply with all laws and governmental regulations and rules relating to the operation of the vehicle including but not limited to:
 - a. various port, federal, state, county and municipal statutes and regulations.
 - b. all portions of DOL Code of Federal Regulations (CFR), Washington Department of Licensing (DOL), RCW laws relating to Limousine Carriers, applicable Federal Motor Carrier Safety Administration (FMCSA) regulations, and Washington State Patrol (WSP) regulations and reviews.
- 3) Compliance with all hours of service regulations including DOL 49 CFR Part 395 specifying:
 - a. Minimum 8 consecutive hours off after a maximum of 10 hours drive time and/or 15 hours work time.
 - b. Maximum 60 hours work and/or drive time within any 7 consecutive days.
- 4) Contractor agrees to adhere at all times to all PORT regulations (Port of Seattle Airport Operations Ground Transportation Operations Manual). The PORT OPS Manual may be revised from time to time.

(b) COMPLIANCE WITH FEDERAL, STATE, AND LOCAL FINANCIAL REPORTING

- 1) Contractor acknowledges that strict compliance with the financial reporting requirements established by any Federal, State, or Local authority is essential to operating under this Agreement. Contractor further understands that the Company, as holder of the necessary operating authorities, is required by law to file
 - a. an annual report with the DOL and PORT; and
 - b. returns disclosing gross passenger revenues received by all Contractors,The Company may be required to pay fees in connection with these reports.
- 2) In the event of an audit by any overseeing authority of either the Company and/or Contractor, Contractor agrees to make available to the Company all records and documents relating to the operation of the vehicle under this Agreement and to fully cooperate with the Company in preparation and compilation of individual or summary records to be submitted by the Company to the appropriate regulatory body.
- 3) Contractor agrees to indemnify the Company for any penalties, assessments or other direct or indirect losses arising out of any failure by Contractor to report gross revenues or other required information to the Company.

7. INDEMNIFICATION AND INSURANCE

(a) INDEMNIFICATION

- 1) **Contractor shall indemnify and hold Company harmless from any liability** resulting from
 - a. the injury or death of any person driving, repairing, maintaining or otherwise involved in the operation of Contractor's vehicle
 - b. Contractor's failure to comply with his or her obligations under this Agreement.
- 2) Contractor agrees to indemnify and hold harmless the Company and any regulatory agencies for any damages, claims or cost resulting from Contractor's actions or unauthorized use of the licensed property.
- 3) **Contractor agrees to obtain**, at Contractor's sole cost and expense, **any and all applicable insurance coverages** required by the State of Washington, the Washington Utilities and Transportation Commission (WUTC), the Port of Seattle (PORT), or other regulatory bodies – including the Company's insurance carrier.
- 4) **Contractor assumes complete responsibility for operation of the vehicle** and agrees to indemnify and hold the Company and/or all regulatory agencies harmless from and against all claims, demands, liabilities, suits, judgments, awards, damages, losses, expenses, causes of action at law or in equity which are caused by or arise out of the operation of Contractor's vehicle and/or the handling or transportation of clients, luggage or items by Contractor or any partner during the term of this Agreement or any extension(s) of it.
- 5) In addition the Contractor will indemnify the Company and/or any regulatory agency for the following:
 - a. Reasonable attorneys' fees, costs and/or expenses of litigation.
 - b. Injury or damage to or loss of property including Contractor's equipment.
 - c. Injury, disease or death of any person.
 - d. Damage to third parties arising out of the theft, destruction or vandalism of Contractor's vehicle.
 - e. Violations of any statutes, laws, ordinances, rules, requirements or regulations.
- 6) Contractor expressly agrees that its obligation to indemnify, defend and hold the Company harmless will extend to all instances involving the use or operation of Contractor's vehicle including without limitation to personal or commercial use provided for or not in this Agreement.

(b) VEHICLE INSURANCE.

- 1) During the term of this Agreement and any extension(s) of it, **Contractor agrees to provide and maintain in full force and effect, at Contractor's sole expense, policies of commercial automobile insurance** having limits of coverage not less than required by the State of Washington and the Port of Seattle, both currently **\$1,050,000 combined single limit (CSL)**, and meeting limits as may be required by other agencies regulating commercial auto transportation services .
- 2) Insurance carrier to be **rated "A-" or better by A.M. Best.**
- 3) Such **insurance policies will endorse the Company and others as required as additional insureds** and shall provide prior written notice to the Company and involved regulatory agencies of any modification, cancellation or expiration of the policy. Prior to operating under this Agreement and from time to time as requested by the Company, **Contractor agrees to provide written evidence satisfactory to the Company that such insurance is in full force and effect.**
- 4) Contractor agrees to **execute a Release of Notice of Pending Default** directing Contractor's insurance agent to provide early notice to the Company of any notices of pending default on the insurance policy.
- 5) Contractor, and any partner(s) or LLC members if applicable, shall provide written evidence of dual coverage and of full compliance with paragraphs (1), (2), and (3) above.
- 6) Contractor's obligation to maintain insurance described here will not be affected in any way by any separate insurance maintained by the Company, nor will the maintenance of any insurance by the Company relieve the Contractor of any obligation under this Agreement.

- 7) **Current proof of insurance evidencing effective coverage in accordance with this Agreement will be present in the vehicle at all times.** Any lapse, termination, cancellation or other interruption of required insurance coverage for any reason will be grounds for immediate cancellation of this Agreement.

(c) ELECTIVE INDUSTRIAL INSURANCE (“WORKERS’ COMPENSATION” or “L&I”)

- 1) Contractor agrees to purchase at Contractor's own expense, and to maintain and keep in full force, Contractor's own **Elective Industrial Insurance** issued by the State of Washington Department of Labor and Industries.
- 2) **Contractor agrees to provide the Company with written evidence of Washington State Elective Industrial Insurance protection immediately upon application, and thereafter on a quarterly basis via the L&I website.** (Website lists account as “Current” within 30 days of end of applicable quarter.)

(d) CLAIM OR SUIT

- 1) If a claim is made or suit brought against Contractor arising from Contractor's operations under this Agreement, Contractor agrees to forward immediately to the Company every demand, notice, summons or other process received by Contractor.
- 2) Contractor agrees upon request to cooperate with the Company in the event of a claim or suit by attending hearing and trials and assisting in making statements, securing evidence and obtaining the attendance of witnesses.

8. VEHICLE SPECIFICATIONS, STANDARDS, AND MAINTENANCE

(a) Contractor's vehicle shall meet the State of Washington specifications required by WAC Chapter 308-87-010 and shall be approved by the Port of Seattle, other regulating agencies, or insurance carriers in order for Contractor to operate throughout the term of this Agreement and any extension(s) of it.

(b) Contractor and Contractor's vehicle shall comply with all safety, maintenance and appearance regulations as now exist or as may be amended from time to time. This includes but may not be limited to:

- 1) Daily pre and post trip driver inspection.
- 2) Periodic inspection at least once per year by a qualified inspector as per DOL 49CFR, part 396 and FMCSA part 396.
- 3) PORT periodic inspections for cleanliness, proper equipment, good appearance, safe operating condition, violation of any laws and ordinances, or PORT rules and regulations.

(c) As required by Company insurance carriers, Vehicle to be equipped with a Drive Cam unit per Section 9(d) at all times while operating under this Agreement.

(d) Contractor shall have sole responsibility to maintain and pay for all operating costs of vehicles used to perform transportation services under this Agreement. Nothing in this Agreement prohibits Contractor, at their option, from hiring the Company's shop to perform vehicle maintenance.

(e) Contractor authorizes Company to inspect the vehicle at any time to verify compliance with this section.

(f) The Company may immediately cease referrals to Contractor in the event Contractor's vehicle fails to comply with all portions of this section.

9. SAFETY & ACCIDENT POLICIES and PROCEDURES

To continue the safe-driving reputation, established with customers over two decades of operation, the Company maintains the following behavioral safety standard instituted by the Company's insurance carrier.

(a) SAFETY LIMITS This Agreement will be terminated if Contractor's driving behavior reaches the following behavioral limits within the specified time period.

Within any Time Period of:	Behavior / Event
1 month	5 Preventable Drive Cam events
3 months	13 Preventable Drive Cam events (“Preventable Drive Cam” = Observed behavior which, in different circumstances, may lead to collision or injury to persons)
12 months	2 Preventable Collisions; or (“Preventable” = Driver did NOT take all reasonable actions to avoid collision) 2 Moving violations (including photo enforcement); or 2 Unacceptable driving observations or rides; or 3 Verified safety complaints; or Any combination of two of the above.
24 months	3 Preventable collisions, 3 Moving violations, 6 Verified safety complaints
Any time / single event	Seat Belt not worn by everyone in a moving vehicle Unreported collision or unreported moving violation DUI / DWI conviction Single Serious Moving Violation (defined by Commercial Motor Vehicle Safety Act): <ul style="list-style-type: none">• Speeding – 15 mph or more over limit• Reckless driving• Disobeying stop sign or traffic signal• Improper lane change• Following too close• Aggressive driving• Preventable collision involving the above, or irresponsible behavior

(b) ACCIDENT PROCEDURE If Contractor's vehicle is involved in or contributes to any accident, injury, or property damage,

- 1) **Contractor agrees to report such accident or incident IMMEDIATELY to the Company.** (“Accident” is defined as “any contact with anything or contacted by anything.”)
- 2) **Contractor agrees to submit to the Company a complete Company Accident Report and a Drive Cam event, if available, prior to finishing the working day.**
- 3) Contractor agrees to cooperate fully with the Company and any party(s) it specifies in investigation, settlement or defense.
- 4) Contractor agrees to submit to the Company copies of any legal papers relating to any accident or legal claim involving any clients, their possessions and/or the vehicle.
- 5) Contractor agrees to indemnify and hold the Company harmless from any claims, damages and liability against the Company resulting from Contractor's failure to provide notification of an accident as specified by this Agreement.

(c) SAFETY SEMINARS As required by Company insurance carriers, **Contractor agrees to attend quarterly safety seminars at Contractor's expense**; may be satisfied at any certified safety institute approved by the insurance carrier. Should Contractor fail to attend two consecutive quarterly safety seminars, Contractor may not be offered referrals until a safety seminar is successfully completed with an instructor certified by a known recognized safety program.

(d) DRIVE CAM

- 1) As required by Company insurance carriers, Contractor agrees that **vehicle shall be equipped with a Drive Cam unit at all times** while operating under this Agreement.
- 2) **Contractor agrees to download the Drive Cam unit weekly (7 days) even if no events are recorded on the unit.** (A "recorded event" is indicated by a red light on the Drive Cam unit.)
- 3) Tampering in any way with the installation or operation of a Drive Cam unit will result in immediate termination of this Agreement.

(e) DRIVING CITATIONS Should the Contractor, any partner or employee, receive any **citation or notice of violation of any law or regulation in connection with the operation of any vehicle, Contractor, partner or employee shall immediately notify the Company** and provide copies of all reports, citations or notices and cooperate fully with the Company in any investigation

10. CUSTOMER SERVICE STANDARDS

(a) CHAUFFEUR STANDARDS While operating under this Agreement, **Contractor agrees to perform chauffeur services in a manner consistent with universally accepted professional chauffeur standards, procedures, and behavior.** Universally accepted chauffeur standards are found in nationally used chauffeur training programs such as:

- Tom Mazza Consulting: "Ultimate Chauffeur Training" Video Series.
- LCT Magazine & Scott Metzger's Executive Chauffeuring School Training Program (established 1983)

Additionally, Port of Seattle SeaTac airport's operating standards are prescribed in the following document"

- Port of Seattle "Ground Transportation Operator's Manual "

(b) Universally accepted chauffeur standards and behavior from these sources include, but are not limited to:

1) **ON-TIME**

- a) Contractor and Company agree that, within safety considerations, on-time arrival is paramount. The **"On-Time Arrival" standard is universally accepted as the premier measure of a professional chauffer's effectiveness, and is a factor to determine priority for offering referrals to contractors.**

2) **UNIFORM**

- a) black tuxedo or black two or three-piece suit,
- b) clean pressed long sleeved white tuxedo or dress shirt,
- c) black conservative well-polished shoes,
- d) black socks
- e) black bow tie or long tie

3) **VEHICLE**

- a) clean, well-maintained vehicle
- b) interior and exterior of vehicle thoroughly cleaned at a minimum of once per day
- c) vehicle shall be tidy and uncluttered inside when boarding each client.
- d) vehicle to remain non-smoking at all times.

4) **AIRPORT STANDARDS** While operating under this Agreement, **Contractor agrees to adhere to the PORT of Seattle "Ground Transportation Operator's Manual" regulations,** a copy of which is given to Contractor at the time of execution of this Agreement.

- a) **EQUIPMENT:** "Vehicles shall be in good operating order, free from mechanical defects, and in clean, neat, and attractive condition both inside and outside."
- b) **OPERATOR CONDUCT:** "Company shall, at all times when on duty, be in proper uniform, be neatly and cleanly dressed, conduct themselves in an exemplary manner, be courteous and polite to the public and Port employees, and not engage in any raucous or offensive conduct."
- c) Contractor agrees to comply with Port access and staging area procedures.
- d) Contractor and Company agree there shall be no tolerance for soliciting clients at the airport.

(c) Contractor will receive referrals to transport clients and/or baggage via Company's reservation and referral center. When transporting clients referred by the Company, **Contractor agrees to comply with Company procedures for efficient use of communication devices (cell phone, pager, radio), as well as other applicable Company operational procedures.**

(d) Contractor agrees to **inform Company immediately upon the occurrence or knowledge of a customer service complaint, grievance, dispute or criticism of service** provided, regardless if directed at the Contractor or Company.

(e) Contractor agrees to **reimburse the Company for any client refunds for deficient service** when responsibility for the deficiency is deemed to be the responsibility of the Contractor.

11. COLLECTION OF CUSTOMER FARES

(a) Contractor acknowledges that subject to its obligation to pay the Company the Charges described in Section 12(b), **all fares paid by customers** whether paid to Contractor in cash or otherwise ("Contractor Collected Fares"), or paid directly to Company or its affiliates (credit card reservations, direct bill accounts, vouchers) **shall be, and remain the property of, the Contractor.**

(b) In transporting clients pursuant to this Agreement,

- 1) Contractor agrees to **charge only those tariffs / fares assigned and approved by Company** and no variation is allowed unless authorized by the Company (i.e.: fuel surcharges).
- 2) If Contractor overcharges a client and the Company is therefore required to make a refund, Contractor agrees to reimburse the Company the amount of the refund.
- 3) Nothing herein shall limit Contractor's ability to charge different tariffs or fares when Contractor transports clients outside of this Agreement.
- 4) **Fuel surcharge funds belong to the Contractor** and are not included when calculating fees owed to the Company.

(c) **Contractor Collected Fares** Contractor acknowledges that Contractor Collected Fares shall be deemed to have been received by Contractor and are subject to fee charges described in Section 12(b) and the appropriate Appendix. **Contractor shall be responsible for collecting from customers all Contractor Collected Fares and any applicable tariffs.**

(d) **Company Collected Fares** For prepaid reservations such as Pre-paid Credit Card fares, Direct Bill accounts, and Vouchers, the Company shall be responsible for collecting Customer Fares. Company collected fares shall be deemed to have been received by Company as agent for the Contractor.

(e) **Signed Receipts** Contractor must obtain signed receipts for all prepaid transactions. **If a signed receipt is not obtained, Contractor will forfeit 100% of any fare charged back to the Company, plus any fees levied in connection with the charge-back.**

(f) **Point of Sale Device** Contractor may use a Point of Sale (POS) device, if available from Company, for all Contractor Collected credit card transactions. If a POS Device is available, but not used,

- 1) Contractor will forfeit 100% of any fare charged back or denied plus any fees levied in connection with such charge back.
- 2) Company may implement a 5% handling fee on all non-POS credit card charges.

(g) **Customer Service Incident** In the event any Credit Card Collected fare is denied by a customer due to a deficient service incident on the part of the Contractor, the Contractor shall bear the loss of fare plus processing and handling fees.

(h) **Credit Card Processing** Company shall process credit card charges at no fee to Contractor for all Customer Fares including Contractor Collected Fares.

12. PAYMENT TERMS AND CONDITIONS

(a) INVOICES

- 1) Contractor **shall submit to the Company, within 48 hours of the day on which service is rendered, a Company-supplied invoice confirming all clients carried showing:**
 - a. contractor identification,
 - b. vehicle identification,
 - c. vehicle miles traveled,
 - d. client names,
 - e. destination address(s),
 - f. beginning & ending time for each trip,
 - g. fare,
 - h. form of fare payment.
- 2) **Contractor shall list all fares collected each day**, both collected by the Contractor and collected via electronic payment by the Company as Contractor's agent, along with an accounting of such Contractor Collected Fares.
- 3) **Incomplete invoices will be returned to the Contractor and considered as not submitted.**
- 4) In the event the **Contractor's Invoices are not delivered to the Company within 48 hours** of the day on which the services were rendered, Company may **immediately cease referring clients** to Contractor and Contractor will **immediately cease operations under this Agreement until the Invoices are delivered** to the Company and all fares are reconciled.

(b) Contractor agrees to pay Referral Fees as outlined on the appropriate Appendix for use of the Licensed Property and in consideration of the referral services performed by the Company.

(c) Contractor shall be deemed to be in breach of this Agreement and it may be terminated

- 1) within 30 days of delivery of notice to Contractor of Contractor's failure to pay on a timely basis any sums stipulated in this Agreement,
- 2) within 30 days of delivery of notice to Contractor of Contractor's failure to remit any accurate daily invoice pursuant to Section 12(a),
- 3) immediately upon Contractor's submission of a falsified or inaccurate invoice.

(d) Both parties reserve the right to invoice the other for unexpected or extraordinary costs incurred in connection with providing service for the Company or to the Company's clients.

(e) FINANCIAL SETTLEMENT

- 1) For all work performed from the beginning of the 1st day of each month through the end of the 15th day of each month, Contractor shall receive a financial settlement on the 25th day of the month.
- 2) For all work performed from the beginning of the 16th day of the month through the end of the last day of each month, Contractor shall receive a financial settlement on the 10th day of the following month.
- 3) Should the 10th or 25th day of any month fall on a weekend day or holiday, **settlement may be made on the first business day after the 10th or 25th.**
- 4) **Invoices not submitted within 48 hours of the end of a settlement period will not be paid until the following settlement period and Contractor will be charged an accounting handling fee.**
- 5) The **Company may offset against the settlement: amounts payable to Contractor, or any and all amounts owed by Contractor to the Company.**

13. TERMINATION OF AGREEMENT

(a) The Company does not tolerate unwelcome or offensive behavior, or conduct which creates a hostile work environment among independent contractors, management persons, or Company employees. Referrals will be withheld and the Agreement terminated with contractors who are unable to behave accordingly.

(b) This Agreement may be terminated if any of the following conditions:

- 1) **Thirty (30) day written notice** from either party to the other after the initial three month term.
- 2) **Contractor driving behavior matches events listed in the behavioral safety program Section 9(a).**
- 3) **Contractor compromising the safety or security of a client; or commission or omission of an act which results in harm or injury to any person, or which substantially increased the risk thereof.**
- 4) Immediately upon any of the following:
 - a. **failure to submit to or pass any scheduled or random drug, alcohol or chemical test** required by any local, state, or federal agency.
 - b. **closure of Contractor's Washington State UBI account,**
(Closure determined by checking status on WA Dept. of Revenue website Business List.)
 - c. **failure to maintain any of the insurance requirements** of this Agreement.
 - d. **failure to pay L&I Elective Industrial Insurance premium within 30 days of quarter end.**
(Lapse determined by account status as listed on WA Dept. of L&I website Account Status report.)
 - e. **failure to provide or use a vehicle meeting all Washington State, PORT, DOL, and insurance requirements** under this Agreement.
 - f. **suspension, termination, revocation, or interruption of any license, permit or certificate** required for Contractor's operations under this Agreement.
 - g. **tampering with any Safety Device** (eg: Drive Cam)
 - h. **violation of any local, state or federal law, rule or regulation** applicable to Contractor's operations pursuant to the terms of this Agreement.
 - i. acquiescence or complicity in the **use of Contractor's vehicle in connection with any criminal offense.**
- 5) **Failure to comply with terms of this Agreement within five (5) days notice** of non-compliance or request for written confirmation of compliance.
- 6) Immediately **upon assignment of this Agreement by Contractor**, whether voluntary or by operation of law or otherwise, without prior written approval by the Company. Contractor shall not be deemed to have assigned the Agreement merely by hiring or using others to assist Contractor in the performance of the Agreement provided Contractor maintains control and responsibility for those persons used by Contractor, and Contractor complies with the provisions in Section 1(j).
- 7) Automatic termination **after three (3) months of business inactivity or lack of communication with Contractor.**
- 8) In the event it becomes **impossible for either party to perform** under this Agreement due to fire, flood, earthquake, vandalism, arson, court order or bankruptcy, this Agreement will be terminated without liability to the defaulting party.

(c) Upon either party serving notice of cancellation or non-renewal:

- 1) Company will immediately **discontinue offering transportation referrals** to Contractor.
- 2) Contractor will upon effective date **discontinue all operations** under this Agreement.
- 3) Contractor will forthwith **return to the Company's premises all Company equipment** including but not limited to radio transceivers, pagers, and all documents containing the Company name.
- 4) Contractor will immediately **cease use of Company logo, insignia, trade marks and service marks.**

- 5) Contractor will immediately **cease any identification as an independent contractor working in conjunction** with the Company, including but not limited to websites, business cards, phone messages, credentials, or any other method which suggests a business relationship with the Company.
- 6) **Removal of Drive Cam unit to be immediately returned to Company in good operating condition.**
- 7) Contractor at his/her own expense, will immediately **modify Contractor's vehicle in a manner which no longer suggests or indicates a connection with the Company.** Such modification will include removal of all Company symbols, insignias, logos, trade identification colors, color combinations and operating permits. Proof of such modifications as deemed acceptable by the Company must be provided within 7 days.

(d) Should Contractor fail or refuse to make the aforementioned delivery of Company equipment and documents, Contractor will pay the Company, forthwith upon written demand, all costs and expenses, including reasonable attorneys' fees incurred by the Company in securing the return of said equipment and documents.

(e) Upon termination or expiration of this Agreement, the Company has the right to notify all applicable regulatory agencies that the Contractor is no longer operating under this Agreement and no longer has the rights to operate under the Company's name or marks or operating authority.

(f) It is agreed by the Company and Contractor that any waiver by the Company of a right to terminate under this Agreement relating to any particular act, omission or incident, will not constitute a waiver of the right to terminate under any other provision.

14. CONTRACT MANAGEMENT

(a) GOVERNING LAW This Agreement will be governed by and construed in accordance with the laws of the State of Washington. To the extent permitted by applicable law, the parties hereto waive the provision of any law which prohibits any provision of this Agreement or renders any provision unenforceable in any respect.

(b) SEVERABILITY In the event that any portion of this Agreement is found to be invalid or unenforceable, such provision will be considered deleted from the Agreement and will not invalidate the remaining portion.

(c) PRONOUNS The pronouns used in this Agreement when referring to the Contractor shall be lawful and binding regardless of whether the Contractor is a partnership, LLC, or individual.

(d) BINDING EFFECT This Agreement will be binding on the parties, their successors and assigns.

(e) NOTICES

- 1) Any and all notices required under this Agreement to be given from either party to the other will be deemed to have been given upon personal delivery of the notice, or upon the mailing of the notice in a sealed envelope by certified mail to applicable address as follows:

To the Company at:	800 SW 16 th Street, Renton, WA 98057
To Contractor at:	address listed in Appendix B (or as modified by written or electronic notice per Line 2 of this Paragraph)

- 2) Contractor agrees to **notify the Shuttle Express Town Car/Limousine Operations Manager of any change** in address, phone number, cell phone number, e-mail address, or vehicle information **within 24 hours of the change.**

(f) ENTIRE AGREEMENT This written Agreement and its Appendices constitute the entire Agreement between Contractor and the Company. There are no other representations, condition, warranties, guaranties or collateral agreements, expressed or implied, statutory or otherwise, concerning this Agreement or the obligations of Contractor or the Company to each other.

(g) MODIFICATION This Agreement may not be modified except by written agreement between both parties.

(h) PREVIOUS AGREEMENT(S) This Agreement supersedes any previous Independent Contractor Agreements between Contractor and the Company. Any prior agreements between the parties are revoked.

(i) ATTORNEY'S FEES In the event that the Company is required to institute or defend any action or equity brought against or by Contractor arising out of this Agreement or otherwise, Contractor agrees to pay such amounts as the court shall determine as and for reasonable attorneys' fees for the Company in commencing or defending such action or suit, in addition to any and all costs, expenses, fees and damages.

(j) MEDIATION AND ARBITRATION

- 1) If there arises any dispute concerning the terms or implementation of this Agreement, the aggrieved party will give the other party written notice of the dispute describing in reasonable detail the nature of the dispute. Within 20 days after receipt of such notice the receiving party will submit to the other a written response. The notice and response should include a statement of each party's position and a summary of the evidence and arguments supporting its position. The parties will meet at a mutually acceptable time and place within 30 days following the date of the disputing party's notice, and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute. If the controversy has not been resolved within 60 days of the disputing party's notice, or if the party receiving said notice will not meet within 30 days, either party may initiate mediation of the controversy or claim in accordance with the American Arbitration Association ("AAA").
- 2) If the controversy has not been resolved pursuant to the mediation process within 60 days of the initiation of the procedure, or if either party will not participate in mediation, the controversy will be settled by arbitration in accordance with section 14.(j).3 below. Arbitration may not be commenced unless and until the parties have first exhausted the negotiation and mediation process in section 14.(j).1 above.
- 3) Except as provided in sections 14(j)1 and (j)2, and except as precluded by applicable law, any controversy or claim between the parties arising from or relating to this Agreement or any alleged breach of it, including any issues pertaining to the habitability of such controversy or claim and any claim that this Agreement or any part of it is invalid, illegal, or otherwise avoidable or void will be submitted to binding arbitration. The arbitrator will have the authority to determine whether a particular dispute or matter is subject to arbitration. Said arbitration will be conducted by AAA in accordance with AAA's rules of Practice and Procedure. Judgment upon any award rendered may be entered in applicable law. Such arbitration will be conducted at AAA's office in Seattle, Washington. The substantive law applied in such arbitration will be Washington law. The arbitration and the party's agreement will be deemed to be self-executing, and if either party fails to appear at any properly-noticed arbitration proceeding, an award may be entered against such party despite said failure to appear.

(k) WAIVER

- 1) No delay in or omission of the exercise of a right, power or remedy accruing to the Company for breach or default by Contractor under this Agreement will impair any such right, power or remedy of the Company, and it will not be construed to be a waiver of any such breach or default, nor will any waiver of any single breach or default be deemed a waiver of any breach or default before or after the occurrence.
- 2) Any waiver, permit, or consent or approval of any kind of character on the part of the Company of any provision or condition of this Agreement must be made in writing and will be effective only to the extent specified in such writing. All remedies, either under this Agreement or by law, or otherwise afforded to the Company will be cumulative and alternative.

15. SIGNATURE PAGE

CONTRACTOR ACKNOWLEDGES THAT CONTRACTOR HAS CAREFULLY READ, UNDERSTANDS, AND AGREES WITH ALL THE TERMS OF THIS INDEPENDENT CONTRACTOR AGREEMENT, AND THAT IN EXECUTING THIS AGREEMENT HAS HAD THE OPPORTUNITY TO RELY ON LEGAL ADVICE FROM AN INDEPENDENT ATTORNEY OF CONTRACTOR'S CHOICE SO THAT THE TERMS OF THIS AGREEMENT AND THEIR CONSEQUENCES COULD HAVE BEEN FULLY EXPLAINED TO CONTRACTOR BY AN ATTORNEY, AND HAS EITHER OBTAINED SUCH INDEPENDENT COUNSEL, OR FREELY, VOLUNTARILY AND KNOWINGLY WAIVES SUCH RIGHT.

Executed on this _____ day of _____, 20_____

CONTRACTOR'S SIGNATURE

By: _____

Printed Name

Shuttle Express, Inc. SIGNATURE:

By: [REDACTED]

Steve Salins
[REDACTED]

Manager, TownCar and Limousine Operation
[REDACTED]

APPENDIX A

VERIFY INDEPENDENT CONTRACTOR STATUS

Independent Contractor: **Please write, in your own handwriting, the following:**

I, _____ (insert your name), have read this Agreement and wish to provide services as an Independent Contractor to Shuttle Express, Inc.

I acknowledge that I am not an employee of Shuttle Express, Inc., and agree that, as an Independent Contractor, I am not entitled to either Worker's Compensation or Unemployment Compensation Benefits.

I am self-employed and I am responsible for my own taxes.

Independent Contractor Signature

Date

APPENDIX B

CONTRACTOR CONTACT INFORMATION

Independent Contractor agrees to give written or electronic **notice to the Company Town Car & Limousine Operations Manager** of any changes in the information below **within 24 hours of the change.**

via e-mail: ssalins@shuttleexpress.net
via FAX 425-981-7071

Contractor's Name: _____
Last First Middle

Home Address: _____
Address Unit or Apt. #

City State ZIP

Home Phone: _____

Cell Phone: _____

E-mail: _____

APPENDIX C

FEES and CHARGES PAID TO COMPANY

Independent Contractor agrees to pay the Company:

Item	Rate	Contract Obligation	Frequency	Contractor Initial
Referral Fee	<u>34</u> % (32% when working overnight)	<u> </u> %	% of Customer Fares (as per Section 11)	_____
Reservation Fee	\$ 1.00	\$ <u>1.00</u>	per Reservation	_____
Orientation (as needed)	\$ 12.00	\$ <u>12.00</u>	per Hour	_____
Recurrent Safety Seminars	\$ 10.00 \$ 30.00	\$ <u>10.00</u> \$ <u>30.00</u>	per Hour (Group) per Hour (Individual)	_____
Modular Certification Seminars	Market Value		(varies w/ Seminar)	_____

for Shuttle Express, Inc.

Independent Contractor

 [Redacted]

 Steve Salins

 [Redacted]

 [Redacted]

 Signature

 Printed Name

 Date

EXHIBIT 7

TC - 120323



Exhibit 7 Shuttle Express SHUTEXP-01

SCDO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/18/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER American Highways Insurance Agency, Inc. 3250 Interstate Drive Richfield, OH 44286	(800) 935-2442	CONTACT NAME: Customer Service
		PHONE (A/C, No, Ext): (800) 935-2442 FAX (A/C, No): (330) 659-8912
		E-MAIL ADDRESS: customerservice@ahiaains.com
		INSURER(S) AFFORDING COVERAGE
		INSURER A : National Interstate Insurance Company
		INSURER B :
		INSURER C :
		INSURER D :
		INSURER E :
		INSURER F :

INSURED Shuttle Express, Inc. 800 SW 16th Street Renton, WA 98055	NAIC # 32620
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			XPP1120210-10	2/1/2013	2/1/2014	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			XPP1120210-10	2/1/2013	2/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XEX1120210-05	2/1/2013	2/1/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ AL/GL \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Phys.Dam. Deductibles: Charter			XPP1120210-10	2/1/2013	2/1/2014	Spec. Perils/Collision \$10,000
A	All Other: \$2,500 Spec.Perils/			XPP1120210-10	2/1/2013	2/1/2014	\$5,000 Coll;PP/SVC \$1,000 Comp/Coll.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER PROOF OF INSURANCE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTOS SPECIFIED AS COVERED AUTOS YOU OWN

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: SHUTTLE EXPRESS, INC.</p> <p>Endorsement Effective Date:</p>
--

SCHEDULE

<p>Description Of Auto: ANY HIRED AUTO "WHILE UNDER DISPATCH" FOR SHUTTLE EXPRESS, INC.</p>
--

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Any "auto" described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire, borrow or lease.
- B. **Changes In Liability Coverage**
For an "auto" designated or described in the Schedule, **Who Is An Insured** is changed to include as an "insured" the owner or lessor named in the Schedule. However, the owner or lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 - 1. You;
 - 2. Any of your "employees" or agents; or
 - 3. Any person, except the owner or lessor or any "employee" or agent of the owner or lessor, operating an "auto" with the permission of any of B.1. and/or B.2. above.