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December 3, 2014

VIA FEDERAL EXPRESS**RECEIVED**

Secretary of the Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

DEC - 3 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: Graebel/Eastern Acquisition Movers, LLC – Transferee
Graebel/Eastern Movers, Inc. – Transferor
No.

To Whom It May Concern:

In accordance with the Firm's telephone and e-mail communications with Mr. Robert Bingaman of the Pennsylvania Public Utilities Commission, enclosed for filing are the following documents regarding a transfer of the above-referenced household goods authority from Graebel/Eastern Movers, Inc. to Graebel/Eastern Movers Acquisition, LLC:

1. Application for Approval of Transfer and Exercise of Common Carrier or Contract Rights;
2. Filing fee check for \$350; and
3. Attachments to application (tabbed as follows):
 - A. Foreign registration from PA Department of State;
 - B. Member list;
 - C. Sales agreement – As noted under this tab, an executed memorandum of agreement will be filed upon execution of sales agreement. Per our communications with Mr. Robert Bingaman the application may be filed without such a signed agreement.
 - D. Equipment list;
 - E. Copy of authority to be transferred;
 - F. Statement of financial position;
 - G. Statement of unpaid business debts of transferor;
 - H. Statement of safety program (including arbitration program, customer service complaint resolution procedure, vehicle inspection and preventive maintenance, drug/alcohol abuse and awareness and customer service); and

Indianapolis ■ Chicago ■ Washington, D.C. ■ Los Angeles ■ Chattanooga
Detroit ■ Spokane ■ Dallas/Fort Worth ■ Milwaukee ■ Philadelphia/Mt. Ephraim

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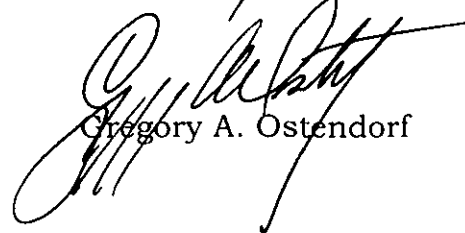
I. Statement of transferee's experience

Also enclosed is an extra copy of this letter along with a self-addressed, stamped envelope for your use in acknowledging receipt of the filing. If you have any questions concerning this matter, please contact me or attorney Greg Ostendorf who is also assisting in this matter.

Very truly yours,



Andrew K. Light



Gregory A. Ostendorf

AKL/sl

Enclosures

cc: Laura McCabe w/enclosures

David Allen, Jr. w/enclosures

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**APPLICATION FOR APPROVAL OF TRANSFER
AND EXERCISE OF COMMON CARRIER OR CONTRACT RIGHTS**

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Graebel/Eastern Acquisition Movers, LLC
(Applicant/Transferee-Buyer)

for the approval of the transfer and to exercise the right

as a common carrier, described at Docket
(common - contract)

No. A-00099425, Folder No. 1, Am-A, issued to

Graebel/Eastern Movers, Inc.
(Transferor - Seller)

for transportation of household goods
(persons - household goods)

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SEE INSTRUCTIONS BEFORE COMPLETING APPLICATION

1. Graebel/Eastern Acquisition Movers, LLC
(Full and Correct Name of Applicant/Transferee)

2. N/A
(Trade Name, If Any)

The trade name _____ been registered with the Secretary of the Commonwealth
(has or has not)

on _____ (attach copy of stamped registration form.)
(Date)

3. 923 North Lenola Rd _____
(Business Street Address) (P. O. Box, If Any)

Moorestown Burlington NJ 08057 856-235-9100
(City) (County) (State) (Zip) (Telephone)

4. Applicant's attorney (for this application) is:
Andrew K. Light 10 W. Market Street, Suite 1500
Gregory A. Ostendorf Indianapolis, IN 46204 317-637-1777
(Name) (Address) (Telephone)

5. Any documents should be mailed to:

Transferee: C. David Allen, Jr., 805 Huntington Ct., Southlake, TX 76092
(Name) (Address)

Transferor: Richard L. Payne, Graebel Companies, Inc., 16346 East Airport Circle, Aurora, CO 80011
(Name) (Address)

6. Applicant does not hold Pa. P. U. C. authority under Docket Number
(does or does not)

A- _____ and operates as a _____ carrier.
(common or contract)

7. Applicant does not hold Interstate Commerce Commission authority at Docket
(does or does not)

No. A- _____.

8. Applicant is (check one):

Individual.

Partnership. Must attach a copy of the partnership agreement (unless a copy is presently on file with PUC), and list names and addresses of partners below (use additional sheet if necessary).

(Name)

(Address)

X LLC

Corporation. Organized under the laws of the state of New Jersey

and qualified to do business in Pennsylvania by registering with the Secretary of the

Commonwealth on 10/21/2014 (Attach copy of Certificate of

Incorporation or Authority and statement of charter purpose). Include as an attachment a

list of corporate officers and their titles and the names, addresses and number of shares

held by each stockholder.

9. If applicant, its stockholder or partnership members are in control of or affiliated with any other carrier, state name of carrier(s), Docket Number(s) and nature of control or affiliation.

10. Applicant proposes to acquire all of the operating rights now held by transferor.
(all or part)

Attach a sheet describing rights to be transferred to applicant and rights to be retained by transferor, if any. If any rights are to be omitted give reasons.

11. The reason for the transfer is The Transferor has determined that now is an appropriate time to sell its transportation business (including all operating rights), which will enable the principals of the Transferor to pursue other endeavors.

12a. The following must be attached:

- Sales Agreement **Sales Agreement is not yet completed. Sales Agreement (or memorandum thereof) upon completion and execution will be submitted as soon as available.**
- List of equipment to be used to render service. (Summarized by type)
- Operating authority to be transferred/retained.
- Statement of Financial Position
- Statement of unpaid business debts of transferor and how they will be satisfied. **Attached is the statement of unpaid business debts, etc.**
- Statement of Safety Program.
- Statement of transferee's experience.

b. Attach the following, as appropriate (check those attached):

- Partnership Agreement
- Trade Name registration certificate.
- Certificate of Incorporation. (Pa. Corporations only)
- Certificate of Authority. (Foreign (out-of-state) Corporations only).
- Statement of Corporate charter purpose. (Corporations only)
- List of Corporate officers and stockholders. (Corporations only)

- Copy of short form certificate showing date of death of transferor and name of executor/administrator/administratrix.

13. Transferor attests that all General Assessments and fines are paid, and agrees to continue to render the service which is to be transferred until this application is approved, whereupon transferor will surrender said certificate or permit for cancellation.

14. Transferee agrees to assume and pay any General Assessments that may be made against transferor as a common carrier for any and all operating periods up to the actual date of the transfer.

WHEREFORE, Transferee and Transferor request that the Commission grant the Transfer.

Transferee sign here: C. Slawny 12-1-2014
(Each Partner Must Sign) (Date)

(Corporate Seal) C. DAVID ALLEN, JR., CFO

Transferor sign here: WR Nov 24, 2014

(Corporate Seal) William R. Tomm, Secretary

APPLICATION VERIFICATION

I/We hereby state that the statements made in the application are true and correct to the best of my/our knowledge, information and belief.

The undersigned understand(s) that false statements herein are made subject to the penalties of 18 Pa. C. S. Section 4904 relating to Unsworn Falsification To Authorities.

TRANSFEROR (SELLER)

William R. Tomms [Signature] Nov 24, 2014

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

TRANSFeree (BUYER)

C. DAVID ALLEN JR [Signature] 12-1-2014

(Print Name) (Signature) (Date)

(Print Name) (Signature) (Date)

If the Applicant is a sole-proprietor, he/she must complete and sign the Application Verification form. If the application is for a partnership, all partners to the partnership agreement must sign this form. If the Applicant is incorporated, the President or Secretary must sign this form.

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

VERIFIED STATEMENT OF APPLICANT

THE FOLLOWING INFORMATION IS REQUIRED BY THE COMMISSION TO DETERMINE THE APPLICANT'S FITNESS TO OPERATE. STATEMENTS SHOULD BE TYPED OR PRINTED. ILLEGIBLE STATEMENTS WILL DELAY YOUR APPLICATION.

Graebel/Eastern Acquisition Movers, LLC

Legal Name of Applicant

Trade Name, if any

923 North Lenola Rd.

Street Address (principal place of business)

Moorestown

City or Municipality

NJ

State

08057

Zip Code

The Verified Statement of the Applicant is more or less a business plan, or your proposal for providing the transportation service for which you are making application. Prior to deciding to make application for operating authority from the Public Utility Commission, you likely gave much consideration to the manner in which you would operate the business in order that you could provide satisfactory service to your customers and so that you could make a reasonable profit. As part of the application process, you must provide the Commission with your proposal to provide the transportation service.

At minimum, the Verified Statement of the Applicant should include a discussion of the numbered items listed below and on the following pages. You are encouraged to provide as much information as possible about the particular subject as is necessary to fully explain your plan. If you fail to provide sufficient information about the subjects listed below, it may cause the review of your application to be delayed until you provide the necessary information. If you need more space to provide your explanation, please attach additional pages that list the appropriate item by number.

1. Identify the person making the Verified Statement on behalf of the applicant. If the applicant is a sole proprietor making the statement, this will be the same information as provided above. If an employee/officer of applicant is making the statement, give name, title, business address and telephone number, and indicate that the applicant's directors/owners/partners/etc. have authorized the witness to speak for the business.

Brent S. Snyder, Chief Executive Officer of Applicant (authorized to speak for the business)

805 Huntington Court

Southlake, TX 76092

Phone: 214-695-0561

2. List the applicant's affiliation (owner, manager, controls) with any other carrier, with the description of affiliation.
None

3. Describe your business experience, particularly any experience relating to the operation of a transportation service. You may also include an explanation of education or training that you believe may be relevant.
I have worked in the logistics and moving and storage sector for a total of 15 years.

4. Describe your facilities, record maintenance plan and your communication network. Please include a description of your physical location, to include the office area, office machines that will be utilized, and the facility to house

vehicles. Household goods in use carriers should include a description of their storage facilities, if applicable. Please include an explanation of your plan to maintain records required by the PUC, as well as normal business records. In regard to your communication network, please explain how you will receive customer requests for transportation, how you will dispatch the vehicles to fulfill the request, and how you will maintain continuous communication with your drivers. Finally, please state your intended business hours.

See attached

5. Please state the number of employees you intend to use, along with a description of their duties. Please explain why that number of employees is appropriate to provide reasonable and efficient service to the geographical territory you will be serving. **(Do not address drivers in your explanation about this item; drivers are addressed separately in item # 6).**

Transferee will use 13 non-driver employees with regard to the service to be provided. The employees will consist of 8 packers/lumpers and 5 job supervisors. These are the employees currently used in Transferor's PA household goods operation under the subject authority to be transferred, and Transferee is confident the number of employees is appropriate to provide reasonable and efficient service involving the authority to be transferred in this case.

6. Please state the number of drivers you intend to use or hire in your business and explain why that number of drivers is appropriate for the size of the geographical territory you will be serving. In addition, please explain:
 - a. Your hiring standards for drivers;
 - b. Your system to ensure prospective drivers will be subject to a criminal background check;
 - c. Your driver training program;
 - d. Your system for ensuring that your drivers are properly licensed at all times;
 - e. Your system to ensure that all drivers will be subject to a criminal background check every two years;
 - f. Your policies regarding alcohol and drug use by your drivers.

Transferee will use approximately 24 drivers, which drivers are currently utilized by Transferor in providing intrastate household goods service under the authority sought to be transferred.

Attached are copies of the Transferee's driver programs pertaining to hiring standards, criminal background check, driver training program, system for ensuring drivers are properly licensed at all times, system for ensuring that all drivers will be subject to a criminal background check every two years and policy regarding alcohol and drug use by the company's drivers.

Graebel/Eastern Acquisition Movers, LLC
Pennsylvania Transfer Application

Attachment to Verified Statement of Applicant
Question #4

Describe your facilities, record maintenance plan and your communication network.

Graebel/Eastern Movers, Inc. has a records maintenance policy in place and maintains all records for seven years.

We maintain a phone, fax, and email system. All communication done face-to-face, by phone or via emails.

Please include a description of your physical location, to include the office area, office machines that will be utilized, and the facility to house vehicles. Household goods in use carriers should include a description of their storage facilities, if applicable.

Our building is a two story standalone masonry building, 100 feet away from the nearest building, located in a commercial zone. There is an open air parking lot for our vehicles, and include a scale. There is no indoor parking. Our building is at the end of the street (no through traffic).

Our office area is two stories – about 5,000 sq feet. Our office machines include: computers, a printer/fax/scanner, phones, etc.

Our warehouse is about 50,000 sq feet open space area with sprinkler system. Forklifts are used to move items throughout the warehouse.

In regard to your communication network, please explain how you will receive customer requests for transportation, how you will dispatch the vehicles to fulfill the request, and how you will maintain continuous communication with your drivers.

We receive orders via phone, emails, fax, etc.

We dispatch vehicles depending on the type of item, including weight and size, to be moved, as well as distance covered.

We communicate with drivers via face-to-face meetings, phone calls or emails.

Please state your intended business hours.

Monday to Friday 8 am to 5 pm
Saturday 8 am to 12 noon

**Graebel/Eastern Acquisition Movers, LLC
Pennsylvania Transfer Application**

Attachment to Verified Statement of Applicant
Question #6

Driver Information

See also Attachment #6 for Drug/Alcohol Policy

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In writing the material for this manual, the author used "he" to denote both male and female genders.

Date of Publication: September 2013

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Original Print Date: December 1992

Form Number: GVL-319



ANNUAL REVIEW OF DRIVING RECORD

Driver Name _____ Agent # _____
(Print name as shown on Driver's License)

Driver's License No. _____ State _____ Expiration Date _____

Social Security No. _____ Date of Birth _____

LIST OF UNEXPIRED DRIVER'S LICENSES

License Number _____ State _____ Expiration Date _____

License Number _____ State _____ Expiration Date _____

CERTIFICATION OF VIOLATIONS

Instructions: List all moving traffic violations you have been cited for during the last 12 months in any type of motor vehicle (commercial or personal use) including during DOT roadside inspections. Must list citation regardless of the consequence (i.e., received a warning, paid fine, attended defensive driving class, etc.). If you had no violations, write "NONE".

Date of Offense	Type of Offense	Location (State)	Type of Vehicle You Were Driving
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I certify that the above is a true and complete list of all traffic violations (other than parking violations) for which I have been cited for, regardless of the consequences, during the past 12 months.

Driver Signature _____ Today's Date _____

FOR OFFICE USE ONLY

REVIEW AND EVALUATION OF DRIVER'S RECORD

In accordance with Section 391.25, Motor Carrier Safety Regulations, all information pertinent to the above driver's safety of operations, including a list of violations furnished by him in accordance with Section 391.27, has been reviewed for the past 12 months.

Date MVR Ordered _____ Date MVR Received _____

Action Taken _____

Reviewed by _____ Title _____

**COMPREHENSIVE SAFETY ANALYSIS (CSA)
QUALIFICATION STANDARDS FOR DRIVER APPLICANT AND EXISTING DRIVERS**

BASIC	DESCRIPTION OF VIOLATIONS	STANDARD
UNSAFE DRIVING *denotes Severe violation	Failing to use seat belt while operating CMV Failing to use hazard warning flashers Failure to obey traffic control device Following too close Improper lane change Speeding - NOTE: only with documentation of speed and/or warning issued Improper turns Failure to yield right of way Unauthorized passenger on board CMV *Using or equipping a CMV with radar detector	Number of violations not to exceed: 1 *Severe violation in 12 months 2 violations in 12 months 3 violations in 24 months 4 violations in 36 months
FATIGUED DRIVING *denotes Severe violation	*Operating a CMV while ill/fatigued *Requiring or permitting driver to drive more than 11 hours *Requiring or permitting driver to drive after 14 hours on duty *60/70-hour rule violation No drivers record of duty status False report of drivers record of duty status Drivers record of duty status not current Driver failing to retain previous 7 days' logs Log violation (general/form and manner) - NOTE: Not included however multiple violations will require additional training	Number of Violations not to exceed: 1 *Severe violation in 12 months 2 violations in 12 months 3 violations in 24 months 4 violations in 36 months
DRIVER FITNESS *denotes Severe violation	*Operating a CMV without a CDL *Driving a CMV (CDL) while disqualified *Unqualified driver *Driver lacking valid license for type vehicle being operated *Driving a CMV while disqualified Driver not in possession of medical certificate Improper medical examiner's certificate form Expired medical examiner's certificate	Number of violations not to exceed: 1 *Severe violation in 12 months 2 violations in 12 months 3 violations in 24 months 4 violations in 36 months
CONTROLLED SUBSTANCES AND ALCOHOL	Possession/use/under influence controlled substance/alcohol-4hrs prior to duty	Number of violations not to exceed: None in the last 36 months NOTE: Under the Influence in a CMV- NEVER
CRASH	NOTE: Preventability verification requires driver to supply documentation	Number of crashes not to exceed: 2 crashes in 12 months 3 crashes in 24 months 4 crashes in 36 months
VIOLATING ANY DRIVER AND/OR VEHICLE OUT OF SERVICE ORDER		Number of violations not to exceed: 1 violation in 36 months
NOTE: Any exceptions to the above standards will be determined upon review solely by Graebel Safety management 12/2013		

"INTRASTATE - LOCAL" SERVICE GRAEBEL DRIVER QUALIFICATION - EXPERIENCE STANDARDS

An "Intrastate" qualified driver is only authorized to transport shipments under intrastate commerce and must not transport any interstate related shipments including local S.I.T. pick ups and deliveries, A.P.U.s or International shipments

1. **WORK EXPERIENCE** - Acceptable work history (look for longevity at past employers, consistency in type of jobs, etc.)
2. **HOUSEHOLD GOODS EXPERIENCE** - (See chart below)
3. **DRIVING EXPERIENCE** - (See chart below)
 - ➔ **NOTE:** Miles of driving experience must be "verifiable" by driver logs, written verification from past employers or other well documented sources. Miles driven in local, O & I and intrastate service will apply to the standards listed below. Drivers accumulating miles while in Graebel service must keep a detailed record of each day's driving activity on either a Graebel mileage worksheet or Graebel daily log.

TRACTOR - TRAILER (as a solo driver)

Maximum range authorized	# of miles of driving experience	# of years of household goods
Stay within state (Intrastate commerce only)	5,000...or....	3 months
	2,500 miles in <u>Graebel service</u> under direct supervision of only one experienced driver.	3 months
or....	
	Graebel approved tractor-trailer driving school plus 500 miles in <u>Graebel service</u> under direct supervision of only one experienced driver.	3 months
or....	
	If no previous road experience - must be accompanied by only one experienced driver for at least 2,500 miles.	3 months

- ➔ **IMPORTANT NOTE:** The above tractor-trailer standards are minimum guidelines only. It remains the responsibility of the Operations Manager to assure each driver has obtained an adequate skill level to safely operate the vehicle as a solo driver.

STRAIGHT TRUCK (Over 26,000 lbs. G.V.W.R. or gross weight)

Maximum range authorized	# of miles of driving experience	# of years of household goods
Stay within state (Intrastate commerce only)	5,000...or....	3 months
	2,500 in <u>Graebel service</u> under direct supervision of only one experienced driver	3 months
or....	
	2,500 in <u>Graebel service</u> in a non-CDL straight truck (24 ft. box or greater)	3 months
or....	
	Graebel approved CDL straight truck-driving school plus 500 miles in <u>Graebel service</u> under direct supervision of only one experienced driver.	3 months
or....	
	If no previous road experience - must be accompanied by only one experienced driver for at least 2,500 miles.	3 months

TRUCK, VAN OR AUTO (Under 26,001 lbs. GVWR or gross weight)

Maximum range authorized	# of miles of driving experience	# of years of household goods
Stay within state (Interstate commerce only)	2 years experience operating any 4-wheeled vehicle	1 month

DRIVER QUALIFICATION STANDARDS – FOR NEW DRIVERS

All drivers who operate a vehicle to service Graebel customers, whether in intrastate or interstate commerce must be first qualified by the corporate Safety department and meet the following standards established by state regulation and Graebel company policy. This applies to any vehicle (power unit and towed units) that will be used to transport cargo, packing materials, equipment or workers. Passenger type vans must be registered but not passenger cars. This includes vehicles owned by Graebel, its agents, Independent Contractors, Terminal Service Contractors and rented or leased vehicles.

- I. AGE – Interstate:** Must be a minimum of 21 years old (Federal D.O.T. regulation)
Intrastate/Local: Must be a minimum of 18 years old. If state regulation requires an older age, then driver must meet state's age requirement.

II. KNOWLEDGE/SKILLS

- A) Able to sufficiently read, write and speak the English language (except when not required by the state's highway safety regulation).
- B) Able to safely operate the type of vehicle he/she will be assigned to drive. Must pass a road test examination in the same type of vehicle to be operated in Graebel service. Road test must be conducted by a Graebel certified road test examiner and must consist of a distance of at least 25 miles.
- C) Must have sufficient driving experience or training (See "Interstate or Intrastate/Local Service - Graebel Driver Qualification - Experience Standards" sheet).

III. PHYSICAL CONDITION

Must pass a D.O.T. physical examination (see Part 391 of the Federal Motor Carrier Safety Regulations, sections 391.41 and 391.43 except when the state's regulation allows for a lesser standard).

Must submit to a pre-employment drug screen and obtain a negative result.

Company Employee driver applicants must submit to a post offer/pre-employment drug screen and obtain a negative result.

IV. DRIVER'S LICENSE

Possess valid driver's license with no restrictions (except for corrective lenses, hearing aid or learner's permit) for the appropriate class of vehicle to be operated.

License issued by state of permanent residence

Must not possess more than one valid license

V. DRIVING RECORD

Must have an acceptable driving record for all vehicle types.

A) **Moving traffic violations** – number of convictions must not exceed;

- 2 violations in 12 months
- 3 violations in 24 months
- 4 violations in 36 months

B) **Serious traffic offenses** – While operating a vehicle, no more than one conviction for a serious traffic offense during the past three years for;

- 1) Excessive speeding of 15 miles per hour or more above the posted limit.
- 2) Reckless driving as defined by state or local law or regulation or considered to be willful or wanton disregard for the safety of persons or property.
- 3) Improper or erratic traffic lane changes.
- 4) Following the vehicle ahead too closely.
- 5) A violation of state or local motor vehicle traffic control law (excluding parking violations and vehicle defect and weight violations) in connection with a fatal accident.
- 6) Driving a (CMV) without obtaining a CDL.
- 7) Driving a CMV without a CDL license in driver's possession. (Charge will not apply if proof of CDL provided by required deadline date).
- 8) Driving a CMV without proper class of CDL or require endorsement.
- 9) Violating a State or local law or ordinance on motor vehicle traffic control prohibiting texting while driving.
- 10) Violating a State or local law or ordinance on motor vehicle traffic control restricting or prohibiting the use of a hand-held mobile telephone while driving a CMV.

C) **License suspension, revocation, disqualification, cancellation** – number must not exceed:

- 1 violation in 12 months
- 2 violations in 24 months
- 3 violations in 36 months

D) **Hit & run** – no conviction or forfeiture of bond during the past 10 years. No more than one conviction ever.

E) **D.W.I. or D.U.I.**

1. No conviction in a commercial vehicle ever.
2. No conviction or forfeiture of bond within the past 3 years in a non-commercial vehicle (no exceptions).
3. No more than one conviction in past 10 years in a non-commercial vehicle.
4. No more than two convictions in a non-commercial vehicle ever.
5. Refusal to submit to alcohol testing in a state with "implied consent" licensing will be considered a D.W.I. or D.U.I.
6. Refusal to submit to alcohol testing with a previous motor carrier's alcohol testing program will have the same consequences as a D.W.I. or D.U.I.

7. No conviction or forfeiture of bond for possession of alcohol in a motor vehicle within the past year. No more than one conviction ever.
- F) **Drugs** – No conviction or forfeiture of bond ever for operation of a commercial vehicle while in possession of or under the influence of a controlled substance or for commission of a felony involving manufacture, distribution or dispensing a controlled substance.

VI. DRUG & ALCOHOL TESTING – No positive drug or alcohol test or refusal to test under a DOT or company testing program within the 3 years. No more than one conviction ever.

VII. VEHICLE ACCIDENTS (Preventable)

- A) **Frequency** – No more than two preventable accidents within past three years.
- B) **Rear-end accident** – None within past three years.

NOTE: Preventable accidents will be determined by facts obtained by Graebel in absence of another carrier's records or by known conviction or bond forfeiture of the driver cited for a moving violation resulting in an accident.

VIII. BACKGROUND INVESTIGATION

A) Employment

All applicants are subject to an employment verification of all employers within the past 10 years. A third party service will be appointed to contact the applicant's prior employers. If a driver ID number is issued prior to Graebel reviewing the results of the employment verification, the driver's approval will be temporary until the background is approved by Safety.

1. If the applicant had employment within the last 10 years outside the United States, the foreign employment is subjected to verification. There will be an additional charge for the foreign employment verification.

B) Criminal

1. All applicants are subject to a criminal record verification within the past 10 years. A third party service provides the verifications. If a driver ID number is issued prior to Graebel reviewing the results of the criminal verification, the driver's approval will be temporary until the background is approved by Safety.
2. If the applicant resided outside the United States within the past 10 years, the foreign criminal history is subjected to verification. There will be an additional charge for the foreign criminal verification.
3. For Graebel's standards regarding criminal offenses, see "Graebel Standards based on Criminal Background Checks" sheet.

GRAEBEL CRIMINAL STANDARDS FOR ALL DRIVERS
Internal Use Only

<p align="center"><u>FAIL</u></p> <ul style="list-style-type: none"> • Any serious felony conviction within the past 10 years • Any serious misdemeanor conviction within the past 10 years • Any felony involving the operation of a commercial vehicle • Any conviction or forfeiture of bond for the operation of a commercial vehicle while in possession of or under the influence of a controlled substance or for commission of a felony involving manufacture, distribution or dispensing of a controlled substance <p align="center"><u>PROVISIONAL</u></p> <ul style="list-style-type: none"> • All other misdemeanor/felony convictions not classified "serious" as defined on this document • Active cases • Deferred judgments for serious misdemeanor/felony charges <p align="center"><u>PASS</u></p> <ul style="list-style-type: none"> • No criminal convictions • Any other non-criminal violations (e.g. traffic, forfeitures, etc.) 	<p align="center"><u>AUTOMATIC DISQUALIFICATIONS</u></p> <ul style="list-style-type: none"> • Registered Sex Offender • Sex Offenses – Statutory Rape, Sexual Abuse of Minor/Child, Sexual Battery • Murder Conviction of all degrees, including manslaughter • More than one serious felony convictions of any type <p align="center"><u>SERIOUS MISDEMEANOR/FELONY</u></p> <p>Refer to any crime committed involving, or the attempt and/or conspiracy to commit any of the following:</p> <ul style="list-style-type: none"> • Dishonesty – Burglary, Larceny, Fraud, Forgery, Theft • Breach of Trust – Embezzlement, Endangering the Welfare of a Minor • Violence – Battery Assault, Resisting Arrest with Violence, Gang Assault, Felony Domestic Violence • Threats – Threaten to Kill/Maim • Crimes against another person involving a weapon or possession of a weapon – Assault with a Deadly Weapon • Illegal Manufacture, Sales, Distribution of or Trafficking of Controlled Substance
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Criminal history must be disclosed on the Driver Application – failure to disclose will result in disqualification from hire.

GRAEBEL

Background Screen Authorization Notice and Consent Form (THIS FORM IS TO BE USED ONLY WITH IC AND TSC APPLICANTS AND IC AND TSC EMPLOYEES AND CASUAL LABOR)

IMPORTANT NOTICE:

This form is to be used only by (a) individuals who are applicants (each an "Applicant") for employment with an independent contractor (each an "IC") or a term/haul service contractor (each a "TSC") which provides services to Graebel Companies, Inc. and any one or more of its subsidiaries (collectively, "Graebel") who may provide services to the IC or TSC with regard to Graebel projects and (b) individuals who are current employees (each an "Employee") of an IC or a TSC who may provide services to the IC or TSC with regard to Graebel projects. In the event that an IC or a TSC is doing business in the form of a sole proprietorship, the term "Employee" as used herein shall include the IC or TSC himself or herself. Applicants and Employees should read this notice and consent form very carefully before signing. A copy of this notice and consent form will be provided by Graebel to an Applicant or an Employee at any time upon request. A copy of this notice and consent form may be retained by an Applicant or an Employee for their records. A signed notice and consent form which is sent to Graebel via U.S. mail, facsimile, or as a scanned document (i.e., PDF or similar format) shall be valid as an original document for all purposes.

Graebel requires that ICs and TSCs conduct background screens on all Applicants for full-time and/or part-time employment positions with ICs and TSCs who may provide services to the IC or TSC with regard to Graebel projects. As a service to the ICs and TSCs, Graebel will conduct a background screen after an IC or a TSC extends an offer of employment but normally before the Applicant actually commences his/her employment with the IC or TSC and provides services to the IC or TSC with regard to Graebel projects. The ability of an Applicant or an Employee to provide services to the IC or TSC with regard to Graebel projects is contingent upon Graebel's receipt of acceptable results from the background screen. Graebel may also conduct background screens on an Employee at any time and from time to time during the course of an Employee's employment with an IC or a TSC in accordance with Graebel's contractual obligations and applicable law.

GENERAL INFORMATION:

In order to conduct a background screen as a service to the ICs and TSCs, Graebel may rely on any one or more of several different consumer reporting agencies to gather and report information to Graebel in the form of consumer reports or investigative consumer reports (collectively "Reports") regulated by federal law.

The term "consumer report" means any written, oral, or other communication of any information by a consumer reporting agency bearing on a consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in establishing the consumer's eligibility for employment purposes. The term "investigative consumer report" means a consumer report or portion thereof in which information on a consumer's character, general reputation, personal characteristics, or mode of living is obtained through personal interviews with neighbors, friends, or associates of the consumer reported on or with others with whom he/she is acquainted or who may have knowledge concerning any such items of information. The term "consumer reporting agency" means any person which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties, and which uses any means or facility of interstate commerce for the purpose of preparing or furnishing consumer reports.

Graebel is not a consumer reporting agency. Graebel may request Reports from any one or more of several different consumer reporting agencies, including, but not limited to:

Sterling InfoSystems, Inc.
6111 Oak Tree Blvd., 4th Floor
Independence, OH 44131
Phone: 800.853.3228
<https://smwreports.sterlinadirect.com/>

Graebel may also request Reports from consumer reporting agencies which are not listed above if required by Graebel's contractual obligations. Graebel may also contact references provided by an Applicant or Employee.

The types of Reports that may be requested from consumer reporting agencies include, but are not limited to, credit reports, criminal record checks, court record checks, driving records, summaries of educational and employment records and histories, and/or information concerning professional or vocational licensing or certification, including current standing and any disciplinary issues. The information contained in these Reports may be obtained by a consumer. Any information contained in these Reports may be taken into consideration by an IC or a TSC when (a) considering an Applicant's application for employment, (b) making a decision whether to offer an Applicant employment, (c) deciding whether to continue an Employee's employment, (d) deciding whether to offer an Employee a promotion or reassignment, or (e) making other employment-related decisions directly affecting an Employee. If any adverse decision

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Is made by an IC or a TSC with regard to an Applicant or Employee that is based entirely or in part on the information contained in a Report prepared by a consumer reporting agency, the Applicant or Employee will be notified by the IC or TSC and given a copy of the Report, as well as a summary of applicable rights under federal law.

Consent is required by law before Graebel, as a service to the ICs and TSCs, may obtain a Report from a consumer reporting agency pertaining to an Applicant's potential employment with an IC or a TSC or an Employee's continued employment with an IC or a TSC. By signing the Consent Statement below, an Applicant or Employee indicates that he/she has carefully read and understands this notice and consent and agrees that Graebel, as a service to the ICs and TSCs, may request, receive, and review Reports regarding the Applicant or Employee and may contact references regarding the Applicant or Employee in connection with the Applicant's application for employment with an IC or a TSC or Employee's continued employment with an IC or a TSC.

GRAEBEL CRIMINAL CONVICTION DISCLAIMER AND NOTICE OF STATE LAW RIGHTS:

NOTE TO ALL APPLICANTS AND EMPLOYEES: The existence of a conviction will not automatically disqualify you as a job applicant or employee. Do not disclose information regarding any conviction that has been expunged, annulled, sealed, statutorily eradicated, pardoned, or dismissed upon condition of probation.

California Disclaimer: Do not disclose marijuana convictions (felony or misdemeanor) that are more than 2 years old. Do not provide information concerning referral to, or participation in, any post-trial or pre-trial diversion program. Under Section 1786.22 of the California Civil Code, you have the right to request from the consumer reporting agency, upon proper identification, the nature and substance of all information in its file on you, including the sources of information, and the recipients of any reports on you, which the consumer reporting agency has previously furnished within the two-year period preceding your request. You may view the file maintained on you by the consumer reporting agency during normal business hours. You may also obtain a copy of this file upon submitting proper identification and paying the costs of duplication services. Upon making a written request, you may receive a summary of your report via telephone. Under Section 1786.16(a)(2)(B)(vi) of the California Civil Code, you are notified that the consumer reporting agency privacy practices can be found at <https://fmwreports.sterlingdirect.com/privacy>. Under Section 1786.16(a)(2)(B)(vi) of the California Civil Code and Section 1024.5 of the California Labor Code, you are notified that a credit report may be ordered if you are applying for a position involving access to confidential or proprietary information.

Connecticut Disclaimer: You are not required to disclose the existence of any arrest, criminal charge or conviction if the records have been erased under Connecticut General Statutes Sections 46b-146, 54-76c or 54-142a. These are defined as records related to (a) determinations of "delinquency" or that, as a child, you were a member of a family with service needs, (b) a ruling you are a "youthful offender", (c) a finding you are not guilty for a criminal charge, or (d) a conviction for which you have received an "absolute pardon." Any person whose criminal records have been erased under these laws may so swear under oath. If you live in Hartford, you are not required to disclose any information regarding any criminal records or convictions.

Hawaii Disclaimer: You are not required to disclose any information regarding any criminal records or convictions.

Illinois Disclaimer: Do not disclose prior convictions that have been expunged, sealed or impounded under Section 5 of the Criminal Identification Act.

Kansas Disclaimer: Only convictions related to your suitability for employment in the position for which you apply will be considered.

Maine Disclaimer: You have the right, upon request, to be informed of whether an investigative consumer report was requested, and if one was requested, the name and address of the consumer reporting agency furnishing the report. You may request and receive from us, within five business days of our receipt of your request, the name, address and telephone number of the nearest unit designated to handle inquiries for the consumer reporting agency issues and investigative consumer report concerning you. You also have the right, under Maine law, to request and promptly receive from all such agencies copies of any such reports.

Massachusetts Disclaimer: You are not required to disclose any information regarding any criminal records or convictions. If we receive an investigative consumer report, you have the right, upon written request, to a copy of the report.

New York Disclaimer: You have the right, upon request, to be informed of whether or not a consumer report was requested. If a consumer report is requested, you will be provided with the name and address of the consumer reporting agency furnishing the report. You may inspect and receive a copy of the report by contacting that agency. You also have rights pursuant to New York Correction Law, Article 23-A, that provides as follows: § 760 Definitions. For the purposes of this article, the following terms shall have the following meanings: (1) "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission. (2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons. (3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license [§ 1], opportunistly, or job in question. (4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm. (5) "Employment" means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency. § 751 Applicability. The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses [§ 1] in this state or in any other jurisdiction, [§ 2] and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive

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pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be construed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee. § 762 Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited. No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the [fig 1] individual's having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of "good moral character," when such finding is based upon the fact that the [fig 2] individual has previously been convicted of one or more criminal offenses, unless: (1) there is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or (2) the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public. § 763 Factors to be considered concerning a previous criminal conviction; presumption (1) in making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors: (a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses. (b) The specific duties and responsibilities necessarily related to the license or employment sought or held by the person. (c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities. (d) The time which has elapsed since the occurrence of the criminal offense or offenses. (e) The age of the person at the time of occurrence of the criminal offense or offenses. (f) The seriousness of the offense or offenses. (g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct. (h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public. (2) In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein. § 764 Written statement upon denial of license or employment. At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial. § 765 Enforcement. (1) In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules. (2) In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York city commission on human rights.

Pennsylvania Disclaimer: You should answer "no record" with respect to any conviction for a misdemeanor or summary offense. Only convictions related to your suitability for employment in the position for which you apply will be considered. If you live in Philadelphia, you are not required to disclose any information regarding any criminal records or convictions.

Washington Disclaimer: Do not disclose convictions which occurred more than 10 years ago or for which you were released from prison more than 10 years ago. If we request an investigative consumer report, you have the right, upon written request made within a reasonable period of time after your receipt of this disclosure, to receive from us a complete and accurate disclosure of the nature and scope of the investigation requested by us. You also have the right to request from the consumer reporting agency a written summary of your rights and remedies under the Washington Fair Credit Reporting Act.

Wisconsin Disclaimer: Only convictions substantially related to the position for which you apply will be considered.

FMCSA Notification of Driver Rights: In compliance with 49 CFR Part 40 § 391.23 you have certain rights regarding the safety performance history information that will be provided to prospective employers. I) You have the right to review information provided by previous employers. II) You have the right to have errors in the information corrected by the previous employer and for that previous employer to re-send the corrected information to prospective employers. III) You have the right to have a rebuttal statement attached to the alleged erroneous information, if the previous employer and the driver cannot agree on the accuracy of the information. (2) Drivers who have previous DOT regulated employment history in the preceding three years and which to review previous employer-provided investigative information must submit a written request to prospective employers. This may be done at any time, including when applying, or as late as 30 days after being employed or being notified of denial of employment. Prospective employers must provide this information within five business days of receiving the written request. If prospective employers have not yet received the requested information from the previous employer, then the five day deadline will begin when the requested safety performance history information is received. If you have not arranged to pick up or receive the requested records within 30 days of prospective employers making them available, the prospective employers may consider you have waived your request to review the record.

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To be completed by Applicant or Employee:

Name: _____
Last Suffix (Jr. / Sr.) First Middle

Maiden Name(s): _____ Email Address: _____

Date of Birth: ____ / ____ / ____ Social Security Number: ____ - ____ - ____ Phone Number: _____

List all other last names you have been known by: _____

Please list all addresses for the last seven years:

Street Address	City	County	State	Zip Code	From Mo./Yr.	To Mo./Yr.
					/	/
					/	/

Have you ever been convicted of a crime? (Do not disclose information regarding any conviction that has been expunged, annulled, sealed, statutorily eradicated, pardoned, or dismissed upon condition of probation. Do not include information regarding arrest or detention that did not result in conviction or minor non-moving traffic violations such as parking tickets.) Yes No

If yes, please explain the circumstances, location, date, charges, and convictions: (use separate piece of paper if required)

Are you currently out on bail or personal recognizance pending a trial or probation? Yes No

If yes, please explain the circumstances, location, date, and charges:

Are you aware of any outstanding warrants for your arrest? Yes No

If yes, please explain the circumstances, location, date, and charges:

The following applies in California, Maine, Massachusetts, Minnesota, New Jersey and Oklahoma only.

Please check whether you desire to have a copy of your Report(s) sent directly to you by the consumer reporting agency(ies) to the address listed below. Yes No

Street Address City State Zip Code

*** SIGNATURE REQUIRED BELOW FOR ALL APPLICANTS, REGARDLESS OF STATE OF RESIDENCE ***

Disclosure of a criminal record will not necessarily disqualify you from employment or continued employment with an IC or a TSC. Each conviction or guilty plea will be evaluated on its own merits with respect to time, circumstances, and seriousness in relation to the job for which you are applying or for which you are employed. However, failure to disclose such information may result in disqualification of your application or termination of your employment. I hereby certify that the information provided above is correct and complete. I understand that failure to disclose information requested is normally grounds for an offer of employment to be revoked or for employment to be terminated and that any material misrepresentations or deliberate failure to respond to an inquiry on this form may be grounds for an offer of employment to be revoked or, if I am already working, for my employment to be terminated.

Signature _____

Date _____

Name of Applicant or Employee (printed) _____

Graebel Location _____

GRAEBEL

Background Screen Authorization Notice and Consent Form (THIS FORM IS TO BE USED ONLY WITH IC AND TSC APPLICANTS AND IC AND TSC EMPLOYEES AND CASUAL LABOR)

CONSENT STATEMENT

I have carefully read and understand this notice and consent form and, by my signature below, I hereby consent to the release of Reports about me from a consumer reporting agency to Graebel Companies, Inc. and any one or more of its subsidiaries (collectively, "Graebel"), as a service to the Independent contractors (each an "IC") and terminal service contractors (each a "TSC") which provide services to Graebel, and for an IC or a TSC to consider the information in such Reports in conjunction with my application for employment with such IC or TSC or my continued employment with such IC or TSC. I understand that any and all information which is contained in my job application or which is otherwise disclosed to an IC or a TSC by me may be utilized for the purpose of obtaining Reports requested by Graebel as a service to the ICs and TSCs and confirm that all such information is true and correct.

I further understand that, by my signature below, I hereby release and hold harmless the ICs, the TSCs, Graebel, and all of their respective directors, officers, associates, and agents, from any and all claims arising from inquiring about, investigating, furnishing, communicating, reviewing, or evaluating Reports, information, or documents pursuant to this notice and consent form to Graebel as a service to the ICs and TSCs. I also release and hold harmless the ICs, the TSCs, Graebel, and all of their respective directors, officers, associates, and agents, from any and all claims arising from making any written or verbal communications in connection herewith, including, but not limited to, any claims whatsoever for defamation, violation of any state statute governing unsolicited or false references, fraud, misrepresentation, intentional or negligent interference with prospective business relations or contract, breach of contract (including any settlement agreement), negligent or intentional infliction of emotional distress, employment discrimination, violation of public policy, and any other potential claims, demands, damages, liabilities, and/or actions of any kind whatsoever, whether known or unknown to me presently, that I may have now or that I may have in the future. I voluntarily grant this release for purposes of supporting my application for employment with the ICs and TSCs or my continued employment with an IC or a TSC and based upon my desire to encourage an IC's or a TSC's consideration of my application for employment or continued employment. I further understand that this notice and consent form constitutes an on-going authorization, may be kept on file by Graebel as a service to the ICs and TSCs and may be used by Graebel as a service to the ICs and TSCs at any time and from time to time during my employment with an IC or a TSC to procure and utilize Reports at any time during my employment with an IC or a TSC.

Signature

Date

Name of Applicant or Employee (printed)

Graebel Location

OR

REFUSAL AND REVOCATION OF CONSENT STATEMENT

I do not consent to allow Graebel Companies, Inc. and any one or more of its subsidiaries (collectively, "Graebel"), as a service to the Independent contractors (each an "IC") and terminal service contractors (each a "TSC") which provide services to Graebel, to obtain consumer reports about me for employment purposes. If I have previously granted my consent, I hereby revoke such consent and I understand that such revocation will take effect immediately after Graebel receives this written revocation and has actual knowledge of such revocation sufficient to communicate the revocation to those associates or agents of Graebel who typically request or process Reports for Graebel as a service to the ICs and TSCs. I understand that an IC or TSC will revoke my contingent offer of employment if I refuse to consent to Graebel obtaining Reports as a service to the ICs and TSCs. I understand that, if I am currently employed by an IC or a TSC, I may be terminated if I refuse to consent to Graebel obtaining Reports as a service to the ICs and TSCs.

(DO NOT SIGN UNLESS YOU HAVE DECIDED THAT YOU WILL NOT CONSENT TO ALLOW GRAEBEL TO OBTAIN REPORTS REGARDING YOU FOR EMPLOYMENT PURPOSES.)

Signature

Date

Name of Applicant or Employee (printed)

GRAEBEL

Background Screen Authorization Notice and Consent Form (THIS FORM IS TO BE USED ONLY WITH IC AND TSC APPLICANTS AND IC AND TSC EMPLOYEES AND CASUAL LABOR)

AUTHORIZATION TO RELEASE INFORMATION TO THIRD PARTIES

In order to comply with certain contractual obligations between Graebel Companies, Inc. and any one or more of its subsidiaries (collectively, "Graebel") and third parties (collectively, "Third Parties"), Graebel may, at any time and from time to time, be requested or required to provide such Third Parties with certain information regarding individuals who will be performing services on behalf of independent contractors (each an "IC") and terminal service contractors (each a "TSC") which provide services to Graebel for such Third Parties. Graebel is required to provide this information to such Third Parties before such Third Parties will permit Graebel to have access to certain facilities or locations or to have access to certain data or information for the purpose of performing Graebel's services. This information is required by such Third Parties for security clearance and data security purposes. If you do not agree to release the requested information to such Third Parties, you will not be assigned to perform work for such Third Parties and this may limit an IC's or TSC's ability to schedule and assign work to you.

Third Parties may request and, if requested, may be granted the right (a) to know your name and address, (b) to see a copy of your driver's license or other photo ID to confirm your identity, (c) to see the actual documents pertaining to Reports and other background screen results which Graebel, as a service to the ICs and TSCs, obtains from consumer reporting agencies pursuant to the Fair Credit Reporting Act with regard to you, (d) to see drug testing results which Graebel, as a service to the ICs and TSCs, obtains with regard to you, and (e) to see a copy of this authorization form. The information which may be provided by Graebel, as a service to the ICs and TSCs, to such Third Parties will not be used for making decisions regarding your employment with an IC or a TSC nor regarding your terms and conditions of employment with an IC or a TSC provided that you meet, and continue to meet, Graebel's applicable background screen and drug testing standards.

I hereby authorize Graebel, as a service to the ICs and TSCs, to release each of the items listed in items (a) through (e) above to such Third Parties.

Signature

Date

Name of Applicant or Employee (printed)

Graebel Location

7. Please state the number of vehicles you plan to use in your business and why that number is appropriate to provide reasonable and efficient service to the geographical territory you will be serving. If you have already obtained vehicles for your business, please list them in the chart below. Taxicabs and limousines may not be used if the vehicle's age is greater than eight model years.

<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>SEATING CAPACITY</u>	<u>VEHICLE ID #</u>
See attached equipment list.				

8. Describe your vehicle safety program. Please include the following in your explanation:
- Your periodic vehicle maintenance plan;
 - Your system for ensuring your vehicles will continuously comply with Pennsylvania's equipment standards (67 Pa. Code, Chapter 175) that are applicable to the type of vehicles used in your business;
 - Your system for ensuring your vehicles will maintain compliance with the PUC's requirements for passenger service at 52 Pa. Code, Section 29.403 (applicable to passenger applicants only);
 - Your system for replacing vehicles once they are greater than eight model years in age in compliance with 52 Pa. Code, Section 29.314(d) (applicable to taxicabs) or 52 Pa. Code, Section 29.333(e) (applicable to limousines);
 - Your system for ensuring the filing of an annual vehicle list (taxicabs and limousines);
 - Your system for ensuring your vehicles will comply with the requirements of 49 CFR Parts 393 and 396, as adopted by the PUC at 52 Pa. Code, Chapter 37 (applicable to HHG applicants).

See attached documents pertaining to vehicle safety program. All programs are in compliance with Pennsylvania PUC's requirements.

9. Please explain what steps you have taken to determine if you can obtain and pay the premiums to maintain insurance coverage for the proposed number of vehicles for your business.
 At the closing of the transaction under which the Transferee will acquire the business assets (including operating rights) of the Transferor, Transferee will have capital and debt financing in place sufficient to operate the business, including funds and cash flow necessary to pay all premiums for liability insurance on its vehicles.
10. Please describe your customer service standards. Within your description, please explain:
- Your plan to inform customers of the procedures for filing complaints with the PUC;
 - Your intended customer complaint resolution procedure.
- (a) See attached Customer Service Chapter from the Applicant's Driver Manual.
- (b) See attached arbitration program which is in compliance with federal regulation 49 CFR 375.211.
11. Criminal Record. Have you, any members (if LLC or LLP), shareholders, or officers (corporations) been convicted of a misdemeanor or felony for which you remain subject to supervision by a court or correctional institution?

YES NO

12. Financial Data. In addition to demonstrating your technical fitness, you must also demonstrate that you possess the financial fitness to provide the proposed transportation service. Therefore you must complete both parts of the "Statement of Financial Position", which follows this page. The first part is the Balance Sheet. You need only provide the applicable information. The second part of the Statement of Financial Position is the Projected Income Statement. The projection is your estimation of expected revenues and specific expenses for one year. You should use the projected information, along with the financial data reported on your balance sheet to help you determine if the proposed business can be feasible. Please feel free to also provide clarification information with your "Statement of Financial Position", which explains why you believe you have sufficient funds to ensure your transportation business can provide reliable service to the public in a safe manner.

Verification of Statement

The undersigned deposes and says that he/she is authorized to and does make this verification and that the facts set forth therein are true and correct to the best of his/her knowledge, information, and belief. The undersigned understands that false statements herein are made subject to penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.

authorities.

(Signature)

Brent S. Snyder, Chief Executive Officer

(Name and Title, printed or typed)

12/01/14

(Date)

RECEIVED

DEC - 3 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Statement of Financial Position (Balance Sheet)
As of (date) DECEMBER 1 2014

ASSETS

Current Assets			
Cash	10,000		
Accounts Receivable			
Notes Receivable			
Other Current Assets (specify)			
Total Current Assets			10,000
Tangible Assets			
Motor Vehicle Equipment			
Less: Accumulated Depreciation		=	
-			
Building and Structures			
Less: Accumulated Depreciation	-	=	
-			
Office Equipment			
Less: Accumulated Depreciation	-	=	
-			
Land			
Investments and Funds (specify)			
Intangible Assets			
Other Assets (advances and idle equipment – specify)			
TOTAL ASSETS			10,000

LIABILITIES

Current Liabilities (Due within one year of date)			
Accounts Payable			
Notes Payable			
Equipment Obligations			
Other Liabilities (Attach schedule)			
Total Current Liabilities			0
Long Term Liabilities (Due after one year of date)			
Accounts Payable			
Notes Payable			
Equipment Obligations			
Other Liabilities (Attach Schedule)			
Total Long Term Liabilities			0
TOTAL LIABILITIES			0

NET WORTH (Partnerships and individuals, only)

OWNER'S EQUITY (Corporations only)

Capital Stock			1,000
Additional Paid-in Capital			9,000
Retained Earnings			
Less: Treasury Stock	-	=	
Total Owner's Equity			10,000

TOTAL LIABILITIES & OWNER'S EQUITY

10,000

STATEMENT OF FINANCIAL POSITION
One Year Projected Income Statement

REVENUE and GAINS

Operating Revenue	6,500,000
Net Revenue from non-carrier operations	0
Dividend and interest revenues	0
Other non-operating revenue	0
Gains	0
Total Revenue and Gains	6,500,000

EXPENSES

Equipment Maintenance and Garage Expense	335,000
Insurance Expense	100,000
Employee Salaries	3,100,000
Supervisory Salaries	700,000
Officer Salaries	0
Fuel Expense	0
Purchased Transportation (Lease Expense)	100,000
Materials and Supplies Expense	450,000
General Office Expense	250,000
Advertising Expense	1,000
Telephone Expense	50,000
Accounting Expense	0
Legal Expense	0
Uncollectible Revenue	0
Depreciation Expense	80,000
Amortization	0
Operating Taxes and Licenses	250,000
Rent Expense	760,000
Loss	0
Total Operating Expenses and Losses	6,151,000

Net Income Before Taxes

	349,000
Provision for Income Taxes	0
<u>Net Income (Loss)</u>	<u>349,000</u>

A

Graebel/Eastern Acquisition Movers, LLC – Transferee
Graebel/Eastern Movers, Inc. – Transferor

Pennsylvania PUC Transfer Application

Attachment: PA Department of State Approved Application for Registration

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PA PUBLIC UTILITY COMMISSION
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Entity #: 4304801
Date Filed: 10/21/2014
Carol Alchele
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Application for Registration - Foreign
(13 Pa.C.S.)

- Registered Limited Liability General Partnership (§ 8911)
- Registered Limited Liability Limited Partnership (§ 8211)
- Limited Partnership (§ 8582)
- Limited Liability Company (§ 8981)

Name: BELINDA SCHORY
Address: DELINCO CORP SERVICE GROUP, INC.
600 NORTH SECOND ST. 12012
City: PO BOX 1210 State: PA Zip Code: 17108-1210
HARRISBURG, PA 17108-1210

Document will be returned to the
name and address you enter to
the left

Commonwealth of Pennsylvania
APPLICATION FOR REGISTRATION 3 Page(s)



Fee: \$250

In compliance with the requirements of the applicable provisions (relating to registration), the undersigned, desiring to register to do business in this Commonwealth, hereby states that:

1. The name of the limited liability company/limited liability partnership/limited partnership in the jurisdiction in which it is formed:
Graebel/Eastern Acquisition Movers, LLC

2. The name under which the limited liability company/limited liability partnership/limited partnership proposes to register and do business in this Commonwealth is:
Graebel/Eastern Acquisition Movers, LLC

3. The name of the jurisdiction under the laws of which it was organized and the date of its formation:
Jurisdiction: New Jersey Date of Formation: October 14, 2014

4. The (a) address of its initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and street	City	State	Zip	County

(b) Name of Commercial Registered Office Provider: Capitol Corporate Services, Inc. County: Dauphin

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2014 OCT 21 PM 3: 52
PA. DEPT. OF STATE

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B

Graebel/Eastern Acquisition Movers, LLC – Transferee
Graebel/Eastern Movers, Inc. – Transferor

Pennsylvania PUC Transfer Application

Attachment: Member List

Sole Member of Applicant: Graebel Vanlines, LLC (100% membership interest in Applicant)

Officers of Applicant: Brent S. Snyder, Chief Executive Officer
2050 FM 423, Unit 4907
Little Elm, TX 75068

C. David Allen, Jr., Chief Financial Officer
805 Huntington Ct.
Southlake, TX 76092

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C

Graebel/Eastern Acquisition Movers, Inc. - Transferee
Graebel/Eastern Movers, Inc. - Transferor

Attachments to PA PUC Transfer Application:

#1 Sales Agreement

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SECRETARY'S BUREAU

Sales Agreement

The sales agreement between Transferee and Transferor has not yet been executed. Upon execution of such agreement, Transferee and Transferor will provide to the Commission an executed memorandum of such agreement.

D

Graebel/Eastern Acquisition Movers, Inc. – Transferee
Graebel/Eastern Movers, Inc. – Transferor

Attachments to PA PUC Transfer Application:

#2 Equipment List

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Graebel/Eastern Movers, Inc. Equipment List

Graebel/Eastern Movers, Inc.	931-127	POWER	PACK VAN	1987	FORD	1FBJ531L5V HA64035	17,800	Gas	6,000	0	4,500	BASE	NJ	JSTV54	03/31/2014	Owned
Graebel/Eastern Movers, Inc.	931-139	POWER	CUBE VAN	2002	ISUZU	JALCAJ4527 009309	37,900		14,500	0	6,820	BASE	NJ	X5303L	11/30/2014	Leased
Graebel/Eastern Movers, Inc.	931-140	POWER	PACK VAN	1995	FORD	1FBJE31H05 HB25597		Gas	5,000	0	5,560	BASE	NJ	X2909T	05/31/2014	Owned
Graebel/Eastern Movers, Inc.	931-218	POWER	STRT TRUCK	1993	INTERNATIONAL	1HTSDPNP8 PH514981	44,000	Diesel	28,000	0	16,500	IRP	NJ	AB376A	11/30/2014	Owned
Graebel/Eastern Movers, Inc.	931-222	POWER	STRT TRUCK	1992	INTERNATIONAL	1HTSDPNN9 NH456083	42,540	Diesel	30,000	0	13,500	IRP	NJ	AB489L	07/31/2014	Owned
Graebel/Eastern Movers, Inc.	931-227	POWER	CUBE VAN	1997	INTERNATIONAL	1HTSLAAKV H467416	31,000	Diesel	26,000	0	15,000	BASE	NJ	XK136D	09/30/2014	Owned
Graebel/Eastern Movers, Inc.	931-229	POWER	CUBE VAN	1997	INTERNATIONAL	1HTSLAAKV H467416	31,000	Diesel	26,000	18,200	0	BASE	NJ	XB676N	09/30/2011	Owned
Graebel/Eastern Movers, Inc.	931-234	POWER	CUBE VAN	1996	INTERNATIONAL	1HTSCAAM9 WH523599		Diesel	25,000	25,999	10,200	BASE	NJ	XX464T	06/30/2015	Owned
Graebel/Eastern Movers, Inc.	931-236	POWER	CUBE VAN	2003	INTERNATIONAL	3HTMAAM1 3NS82606	35,000	Diesel	25,500	25,500	14,000	BASE	NJ	XY964G	05/30/2015	Owned
Graebel/Eastern Movers, Inc.	931-238	POWER	CUBE VAN	2005	ISUZU	JALC481665 7D15824	35,336	Diesel	12,000	14,500	8,250	BASE	NJ	XV694L	12/31/2014	Leased
Graebel/Eastern Movers, Inc.	931-239	POWER	CUBE VAN	2005	ISUZU	JALC481635 7D16769	35,336	Diesel	12,000	14,500	8,250	BASE	NJ	XV691L	12/31/2014	Leased
Graebel/Eastern Movers, Inc.	931-240	POWER	CUBE VAN	2006	ISUZU	JALC481666 7D09459	35,500	Diesel	14,500	14,500	9,600	BASE	NJ	XT618V	09/30/2014	Leased
Graebel/Eastern Movers, Inc.	931-241	POWER	CUBE VAN	2006	FREIGHTLINER	1FVACWCTX 6HW19496	60,787	Diesel	25,500	25,500	14,000	BASE	NJ	XV653L	12/31/2014	Leased
Graebel/Eastern Movers, Inc.	931-242	POWER	CUBE VAN	2006	FREIGHTLINER	1FVACWCT1 6HW19497	60,787	Diesel	25,500	25,500	14,000	BASE	NJ	XV682L	12/31/2014	Leased
Graebel/Eastern Movers, Inc.	931-244	POWER	CUBE VAN	2009	INTERNATIONAL	1HTMAAL1 SH057058	65,000	Diesel	26,000	25,500	15,750	BASE	NJ	XY963G	06/30/2015	Owned
Graebel/Eastern Movers, Inc.	931-245	POWER	CUBE VAN	2009	INTERNATIONAL	1HTMAAL3 SH057083	65,000	Diesel	26,000	25,500	15,750	BASE	NJ	XY962G	06/30/2015	Owned
Graebel/Eastern Movers, Inc.	931-246	POWER	CUBE VAN	2005	INTERNATIONAL	1HTMAAL9 5H154343	21,250	Diesel	25,500	25,500	16,650	BASE	NJ	XV842A	03/31/2015	Leased
Graebel/Eastern Movers, Inc.	931-247	POWER	CUBE VAN	2006	HINO	SPVNEBJ76 2S1232E	23,593	Diesel	25,500	25,950	14,100	BASE	NJ	XADU34	12/31/2014	Owned

Graebel/Eastern Movers, Inc. Equipment List

Graebel/Eastern Movers, Inc.	931-249	POWER	CUBE VAN	2000	ISUZU	JALP5C133Y 7700067	20,000	Diesel	19,500	19,500	10,500	BASE	NJ	XS273X	06/30/2014	Leased
Graebel/Eastern Movers, Inc.	931-301	POWER	STRT TRUCK	2001	FREIGHTLINER	1FVABTAK11 HG95635	48,000	Diesel	33,000	33,000	17,500	IRP	NJ	AB691D	12/31/2014	Leased
Graebel/Eastern Movers, Inc.	931-305	POWER	STRT TRUCK	1995	INTERNATIONAL	1HTSDAAAD SH617998	5,000	Diesel	33,000	33,000	17,000	IRP	WI	99501W	02/28/2015	Leased
Graebel/Eastern Movers, Inc.	931-306	POWER	STRT TRUCK	1994	INTERNATIONAL	1HTSCACPX R4606003	7,200	Diesel	32,000	29,000	17,300	IRP	WI	17255X	02/28/2015	Leased
Graebel/Eastern Movers, Inc.	931-4313	POWER	TRACTOR	2007	FREIGHTLINER	1FYJCRCK47 PY90665	122,900	Diesel	80,000	0	18,000	IRP	WI	44577W	02/28/2015	Leased
Graebel/Eastern Movers, Inc.	931-4021	POWER	TRACTOR	2005	FREIGHTLINER	1FUJABAV86 LV58118	50,000	Diesel	80,000	46,000	17,255	IRP	WI	93489W	02/28/2015	Leased
Graebel/Eastern Movers, Inc.	931-4022	POWER	TRACTOR	1999	KENWORTH	19KTD69X4X J797933	48,500	Diesel	73,000	0	19,420	IRP	WI	62997W	02/28/2015	Leased
Graebel/Eastern Movers, Inc.	931-4023	POWER	TRACTOR	2003	FREIGHTLINER	1FUJABCV03 LL55644	0	Diesel	68,000	52,000	18,300	IRP	WI	90259W	02/28/2015	Owned
Graebel/Eastern Movers, Inc.	931-470	POWER	TRACTOR	1999	MACK	1M1AA08Y7X W016359	1	Diesel	52,000	0	13,740	IRP	NJ	AL779Y	12/31/2014	Owned
Graebel/Eastern Movers, Inc.	931-471	POWER	TRACTOR	1999	MACK	1M1AA08Y5X W016357	1	Diesel	52,000	0	13,740	IRP	NJ	AL771Y	12/31/2014	Owned
Graebel/Eastern Movers, Inc.	931-472	POWER	TRACTOR	1999	MACK	1M1AA08Y8X W016359	1	Diesel	52,000	0	13,740	IRP	NJ	AL772Y	12/31/2014	Owned
Graebel/Eastern Movers, Inc.	931-456	POWER	TRACTOR	1998	MACK	1M1AA13Y5 WW080586	25,000	Diesel	80,000	0	18,500	IRP	WI	30827W	02/28/2015	Leased
Graebel/Eastern Movers, Inc.	931-497	POWER	TRACTOR	1999	FREIGHTLINER	1FUJWNYDA 6XL832539	80,000	Diesel	54,000	0	17,500	IRP	NJ	AM828C	07/31/2013	Owned
Graebel/Eastern Movers, Inc.	931-517	TRAILER	PALLET TRL	1987	KENTUCKY	1K0VE4S24H L079357	24,567	Diesel	35,000	0	17,500	BASE	NJ	533TZR	03/31/2016	Owned
Graebel/Eastern Movers, Inc.	931-523	TRAILER	FLAT TRLR	1997	KENTUCKY	1K0VE4825M L089717	0		34,000	0	17,500	IRP	IL	T121637	12/31/2020	Owned
Graebel/Eastern Movers, Inc.	931-526	TRAILER	FLAT TRLR	1988	KENTUCKY	1K0VE4827J L082352	22,000	Diesel	34,000	0	23,000	BASE	NJ	T73E9J	03/31/2015	Owned
Graebel/Eastern Movers, Inc.	931-527	TRAILER	FLAT TRLR	1982	KENTUCKY	1K0VE4821N L082431	29,798	Diesel	34,000	0	17,200	BASE	NJ	T894UE	03/31/2016	Owned

Graebel/Eastern Movers, Inc. Equipment List

Graebel/Eastern Movers, Inc.	931-530	TRAILER	FLAT TRLR	1992	KENTUCKY	1KQVE4828N L092457	29,600	Diesel	34,000	0	0	BASE	NJ	TER49V	03/31/2016	Owned	
Graebel/Eastern Movers, Inc.	931-531	TRAILER	FLAT TRLR	1993	KENTUCKY	1KQVE4828P L094356	29,430	Diesel	34,000	0	17,500	BASE	NJ	T225VK	03/31/2016	Owned	
Graebel/Eastern Movers, Inc.	931-532	TRAILER	FLAT TRLR	1993	KENTUCKY	1KQVE4822P L094357	29,430	Diesel	34,000	0	17,500	BASE	NJ	T227VK	03/31/2016	Owned	
Graebel/Eastern Movers, Inc.	931-534	TRAILER	PALLET TRL	1991	KENTUCKY	1KQVE4822M L088813	25,848	Diesel	34,000	0	17,480	BASE	NJ	T8B95S	03/31/2017	Owned	
Graebel/Eastern Movers, Inc.	931-538	TRAILER	FLAT TRLR	1997	KENTUCKY	1KQVES327V L108786	33,627	Diesel	34,000	0	18,375	BASE	NJ	T68R6P	03/31/2015	Owned	
Graebel/Eastern Movers, Inc.	931-540	TRAILER	PALLET TRL	1997	KENTUCKY	1KQVC3417V L109276	24,026	Gas	34,000	0	12,600	BASE	NJ	T8A874	03/31/2017	Owned	
Graebel/Eastern Movers, Inc.	931-541	TRAILER	PALLET TRL	1997	KENTUCKY	1KQVC3417V L109277	24,026	Gas	34,000	0	12,600	BASE	NJ	T8A875	03/31/2017	Owned	
Graebel/Eastern Movers, Inc.	931-542	TRAILER	PALLET TRL	1997	KENTUCKY	1KQVC3410V L109278	24,026	Gas	34,000	0	12,600	BASE	NJ	T8E166	03/31/2017	Owned	
Graebel/Eastern Movers, Inc.	931-545	TRAILER	FLAT TRLR	1981	GTD	1GRA588348 8067412		Diesel	34,000	0	16,280	BASE	NJ	T7D96L	03/31/2004	Owned	
Graebel/Eastern Movers, Inc.	931-547	TRAILER	FLAT TRLR	1999	KENTUCKY	1KQVES320X L114801	35,905	Diesel	34,000	0	18,800	BASE	NJ	T71R8P	03/31/2015	Owned	
Graebel/Eastern Movers, Inc.	931-549	TRAILER	FLAT TRLR	1993	KENTUCKY	1KQVE4823P L094314		Diesel	34,000	0	17,500	BASE	NJ	T82N3K	03/31/2017	Owned	
Graebel/Eastern Movers, Inc.	931-550	TRAILER	FLAT TRLR	2004	KENTUCKY	1KQVES3204 L214150	40,030			0	18,800	BASE	NJ	TAP63F	03/31/2015	Owned	
Graebel/Eastern Movers, Inc.	931-552	TRAILER	FLAT TRLR	2007	KENTUCKY	1KQVES327 L224144	63,543			0	65,000	18,800	BASE	NJ	TKW42R	03/31/2015	Owned
Graebel/Eastern Movers, Inc.	931-553	TRAILER	FLAT TRLR	2007	KENTUCKY	1KQVES3267 L224132	47,301			65,000	0	20,000	BASE	NJ	TKW41R	03/31/2015	Leased
Graebel/Eastern Movers, Inc.	931-554	TRAILER	FLAT TRLR	1998	KENTUCKY	1KQVES327 WL111904		Diesel	34,000	0	18,750	BASE	NJ	TGC69E	03/31/2015	Owned	
Graebel/Eastern Movers, Inc.	931-557	TRAILER	FLAT TRLR	2001	KENTUCKY	1KQVES3231 L204588				65,000	0	18,800	BASE	PA	PT7225V	12/31/2020	Owned

E

Graebel/Eastern Acquisition Movers, Inc. – Transferee
Graebel/Eastern Movers, Inc. – Transferor

Attachments to PA PUC Transfer Application:

#3 Operating Authority to be Transferred

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Prepared By
Steno
Form Check
Record Check
Received and Approved

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION**

A. 99425

IN THE MATTER OF THE APPLICATION OF

GRABEL/EASTERN MOVERS, INC., a corporation of the State of New Jersey

CERTIFICATE
OF
PUBLIC CONVENIENCE

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing had on the above entitled application, it has, by its report and order made and entered, a copy of which is attached hereto and made a part hereof, found and determined that the granting of said application is necessary or proper for the service, accommodation, convenience and safety of the public, and this certificate is issued evidencing its approval of the said application as set forth in said report and order.

In Testimony Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 11th day of December, 1975.

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

Attest:

C. J. McEliver
Secretary

DOCKETED
APPLICATION NO. 99425
DEC 15 1975
ENTRY No.

RECORD
ORDER

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
Harrisburg, PA 17120

Public Meeting held March 2, 1983

Commissioners Present:

Susan M. Shanaman, Chairman
Michael Johnson
James H. Cawley
Linda C. Taliaferro
Clifford L. Jones

Application of Graebel/Eastern Movers, Inc., for approval of the transfer to it of all of the operating rights held by Michael DeSteffano, Jr., t/a Dewey's Movers at A-00101681.

A-00099425
P. 1,
Am-A

ORDER

BY THE COMMISSION:

By application docketed December 13, 1982, Graebel/Eastern Movers, Inc., a corporation of the State of New Jersey, seeks approval of the transfer to it of all the rights granted to Michael DeSteffano, Jr., t/a Dewey's Movers, under the certificate issued at A-00101681.

We find the applicant to be fit to be granted the operating authority sought herein and that approval of the application is necessary and proper for the continuation of service to the public; THEREFORE,

IT IS ORDERED: That the application for the transfer of rights held by Michael DeSteffano, Jr., t/a Dewey's Movers, at A-00101681 be approved and that the report and order of November 17, 1975 at A-00099425 and the certificate issued pursuant thereto, be modified and amended to include the following rights:

1. To transport, as a Class D carrier, household goods and office furnishings in use, between points in the village of North Hills, Montgomery County, and within an airline distance of ten (10) statute miles of the applicant's place of business in said village.
2. To transport, as a Class D carrier, household goods and office furnishings in use, from points in the village of North Hills, Montgomery County, and within ten (10) miles of said village to other points in Pennsylvania within an airline radius of twenty-five (25) statute miles of the applicant's place of business in said village.

DOCKETED

MAR 9 1983

MENT

J. To transport, as a Class D carrier, household goods and office furnishings in use, from points in the village of North Hills, Montgomery County, and within thirty-five (35) miles of said village to other points in Pennsylvania, within an airline radius of seventy-five (75) statute miles of the applicant's place of business in said village;

subject to the following conditions:

1. That the approval hereby given is not to be understood as committing the Commission, in any proceedings that may be brought before it for any purpose, to fix a valuation on the rights to be acquired by applicant from the present certificate holder equal to the consideration to be paid therefor, or equal to any value that may be placed thereon by applicant, or to approve or prescribe rates sufficient to yield a return thereon.
2. That applicant shall not record in its utility accounts any amount representing the rights herein granted, in excess of the actual cost of such rights to the original holder thereof.
3. That the applicant charge to Account 1550, Other Intangible Property, \$20,000, being the amount of the consideration payable by it for the rights and going concern value attributable thereto; less any amount recorded under condition 2 above.
4. That the operating authority granted herein, or now held or subsequently granted to the applicant to the extent that it is duplicative shall not be construed as conferring more than one operating right.
5. That the certificate holder shall comply with all of the provisions of the Public Utility Law as now existing or as may hereafter be amended, and Pa. Code Title 52, Chapter 31, as now existing or as may hereafter be amended, and any other rules and regulations as may hereafter be prescribed by the Commission. Failure to comply shall be sufficient cause to suspend, revoke or rescind the rights and privileges conferred by the certificate.
6. That the certificate holder shall not transfer, sell or in any way convey any of its outstanding capital


stock to any individual, partnership, corporation or any entity, without the prior filing of an application and approval thereof by the Commission under Section 1102(3) of Title 66, PA C.S.A.

IT IS FURTHER ORDERED: That the applicant shall not engage in any transportation granted herein until it has complied with the requirements of the Pennsylvania Public Utility Law and the rules and regulations of this Commission relative to the filing and acceptance of evidence of insurance and a tariff establishing just and reasonable rates.

IT IS FURTHER ORDERED: That in the event said applicant has not, on or before sixty (60) days from the date of the service of this order, complied with the requirements hereinbefore set forth, the application shall be dismissed without further proceedings.

IT IS FURTHER ORDERED: That upon compliance with this order, the rights granted the transferor Michael DeStaffano, Jr., t/a Doweys Movers, at A-00101681 be cancelled and the record be marked closed.

BY THE COMMISSION,



Jerry Mich
Secretary

(SEAL)

ORDER ADOPTED: March 2, 1983

ORDER ENTERED: March 4, 1983

F

Graebel/Eastern Acquisition Movers, Inc. - Transferee
Graebel/Eastern Movers, Inc. - Transferor

Attachments to PA PUC Transfer Application:

#4 Statement of Financial Position

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SECRETARY'S BUREAU

Grabel/Eastern Movers, Inc.
Statement of Financial Position (Balance Sheet)
As of December 31, 2013

ASSETS

Current Assets		
Cash	\$1	
Accounts Receivable	602	
Notes Receivable	-	
Refundable Income Taxes	612	
Other Current Assets (deposits, prepaid assets, etc.)	56	
Total Current Assets		\$1,271
Tangible Assets		
Motor Vehicle Equipment	\$1,304	
Less: Accumulated Depreciation	(1,216)	88
Building & Structures	237	
Less: Accumulated Depreciation	(177)	60
Office Equipment	598	
Less: Accumulated Depreciation	(577)	21
Land	-	-
Investments and Funds (specify)	-	-
Intangible Assets	17	17
Deferred Income Taxes	234	234
Other Assets (advances and idle equipment)	59	59
TOTAL ASSETS		\$1,750

LIABILITIES

Current Liabilities		
Accounts Payable	291	
Notes Payable	-	
Equipment Obligations	-	291
Other Liabilities (attach schedule)		
Wages	102	
Deferred Revenue	14	
Claims	17	
Taxes, Other Than Income	4	
Other (miscellaneous accruals, deposits, etc.)	12	149
Total Current Liabilities		440
Long-Term Liabilities		
Accounts Payable	\$0	
Notes Payable	807	
Equipment Obligations	-	
Other Liabilities (security deposits, deferred compensation)	17	
Total Long-Term Liabilities		824
TOTAL LIABILITIES		1,264

EQUITY

Net Worth (Partnerships and Individuals, only)		
Owner's Equity (Corporations Only)		
Capital Stock		40
Additional Paid-In Capital		4,500
Retained Earnings	(4,054)	
Less: Treasury Stock	-	(4,054)
Total Owners Equity		486
TOTAL LIABILITIES & OWNER'S EQUITY		\$1,750

G



Graebel/Eastern Acquisition Movers, Inc. - Transferee
Graebel/Eastern Movers, Inc. - Transferor

Attachments to PA PUC Transfer Application:

#5 Statement of unpaid business debts of transferor and how they will be satisfied

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SECRETARY'S BUREAU

**Statement of Unpaid Business Debts of
Transferor and How They Will Be Satisfied**

It is contemplated that Graebel/Eastern Acquisition Movers, LLC, Transferee ("Transferee"), will acquire substantially all of the business assets of Graebel/Eastern Movers, Inc., Transferor ("Transferor") in a business transaction between the Transferor and the Transferee (the "Transaction"). At the closing of the Transaction (the "Closing"), ordinary course of business trade debt of the Transferor will be assumed by the Transferee and paid by the Transferee in the ordinary course. As of the Closing, Transferee will have capital and debt financing in place sufficient to operate the business, including funds and cash flow necessary to pay such trade debt in the ordinary course.

H

Graebel/Eastern Acquisition Movers, Inc. – Transferee
Graebel/Eastern Movers, Inc. – Transferor

Attachments to PA PUC Transfer Application:

#6 Statement of Safety Program

Includes information pertaining to:

1. Arbitration Program
2. Customer Service Complaint Resolution Procedure
3. Vehicle Inspection and Preventive Maintenance
4. Drug/Alcohol Abuse & Awareness
5. Customer Service

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SECRETARY'S BUREAU

Arbitration Program

See attached.

Claims should be sent to:

Dispute Settlement Program
American Moving and Storage Association
1611 Duke St.
Alexandria, VA 22314

RECEIVED

DEC - 3 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



*Program Rules for the AMSA
Household Goods Dispute Settlement Program
As Amended and Effective October 1, 2010*

INTRODUCTION

The arbitration procedures provided under this program have been developed by the American Moving and Storage Association (AMSA) and the National Arbitration Forum (FORUM) for use by AMSA member Carriers and their customers as a less costly alternative to the court system in settling disputes involving loss or damage claims and disputes regarding charges in addition to those collected at delivery for transportation and services related to the transportation of household goods. The arbitration procedures are governed by the provisions of Section 14708, Title 49, as amended, of the United States Code under the authority of the US Department of Transportation.

Please review the information in this brochure carefully; it explains your options under the arbitration program.

If you requested this booklet for information only, you may request arbitration of a dispute by following the instructions provided on the AMSA website at www.moving.org or contained in a separate brochure entitled "Consumer Information for Resolving Disputed Interstate Household Goods Shipments".

If you have already made an arbitration request through the AMSA and received official Submission to Arbitration and Questionnaire Forms with this booklet, and are now prepared to submit your dispute to FORUM for resolution, you must do so within thirty (30) Calendar Days after the date of the transmittal letter that accompanied this brochure. Complete and return the required forms and other supporting documentation, along with your portion of the Administrative Fee (See Rule 8) for initiating the arbitration proceeding (unless a different payment arrangement has been previously agreed to by the Carrier), to:

Mail to: National Arbitration Forum, P. O. Box 50191, Minneapolis, MN 55405.

Or for Overnight Deliveries use this address:

**National Arbitration Forum
6485 Wayzata Boulevard - Suite 500
Saint Louis Park MN 55426-1724**

THIS BROCHURE CONTAINS:

- **AMSA Dispute Settlement Program Rules** that apply under the governing provisions of Federal law and the U. S. Department of Transportation.
- **Arbitration Procedures Timeline** that is followed by Shippers and Carriers during the arbitration process.
- **Sample Forms** are examples of the forms that will be used to submit a dispute to FORUM after the Carrier has agreed to arbitration.

NATIONAL ARBITRATION FORUM

AMSA HOUSEHOLD GOODS DISPUTE SETTLEMENT PROGRAM RULES

Rule 1. Definitions.

"Agent" - A local moving company that books long distance moves through a larger household goods Carrier or van line. An Agent company usually performs the packing, storage and other local moving services that are required as part of an interstate shipment of household goods.

"Bill of Lading" - The contract between a Shipper and a Carrier that lists the dates, services and charges for a move and receipt for the articles tendered by a shipper to a mover.

"Binding Arbitration" - A streamlined legal procedure used to resolve disputes where the parties to the dispute agree to abide by the decision of an independent neutral third party.

"Calendar Days" - All days, including Saturdays, Sundays, and local and federal holidays, except when they fall on the last day of a time period.

"Carrier" - The household goods mover or van line under whose interstate authority the move was conducted.

"Claim" - A Claim for loss or damage to household goods transported under a moving contract (Bill of Lading), or a dispute regarding the amount of charges assessed by the Carrier in addition to those collected at delivery for transportation and services related to household goods under a moving contract, subject to the Carrier's tariff and the rules of this program.

"Filed" - A submission is considered Filed on the date that FORUM receives all fees and the complete Submission, which includes one (1) copy of all supporting items that are readily duplicated, such as the Submission to Arbitration form, the Claimant Questionnaire forms, inventory sheets from the move, purchase receipts, catalog pages, etc., and three (3) copies of supporting items that are not readily duplicated, such as photographs, DVD's, videos, etc., that the parties may wish to have considered by the arbitrator. When FORUM receives a fee or any portion of a Submission after a deadline, the Submission is considered late and a Late Fee will be assessed to the late party, unless an extension was previously requested and granted.

"Notice" - A written Notice or other written communication to the National Arbitration Forum (FORUM), the American Moving and Storage Association (AMSA) or to the parties to a dispute.

"Shipper" - A party to a moving contract (Bill of Lading) with a Carrier who has rights under the contract.

"Submission" - All documents, writings, data compilations, tape recordings, electronic recordings or video recordings, including the Submission to Arbitration form and Claimant Questionnaire forms provided by a party to the FORUM in support of a Claim or in defense to a Claim.

"Working Days" - All calendar days, except Saturdays, Sundays, and federal holidays.

Rule 2. Program Information. A Carrier participating in the program will provide information regarding the availability of the arbitration program to persons for whom it is performing household goods transportation services before the shipment is tendered to the Carrier for transportation. This information will include a concise, easy-to-read, accurate summary of procedures and costs involved, as well as disclosure of the legal effects of the election to use the program.

Rule 3. Limitation of Applicability. These rules apply to Claims resulting from interstate household goods shipments that have been arranged and paid for by an individual householder (also referred to as a collect-on-delivery shipment). Claim disputes involving shipments of goods arranged and paid for by a party other than the individual householder (the Shipper's employer, for example) may be arbitrated under these rules, but only when both the Carrier and the second party agree to arbitrate under these procedures. Other types of claims resulting from household goods shipments may also be arbitrated under these rules when both the Carrier and the Shipper agree to arbitrate under these procedures.

Rule 4. Submission of Dispute to Arbitration: Optional or Mandatory. If a Shipper requests arbitration of a disputed Claim over \$10,000, the disputed Claim will be submitted to arbitration only if both the Shipper and the Carrier consent to Binding Arbitration. If the Shipper requests arbitration on a disputed Claim of \$10,000 or less, the disputed Claim must be submitted to Binding Arbitration by the Carrier, if no settlement can be reached.

Rule 5. Arbitration Administrator. When both parties agree to arbitrate and sign the Submission to Arbitration form, they appoint FORUM as the administrator of the arbitration. The authority and duties of FORUM are prescribed in the AMSA Household Goods Dispute Settlement Program Rules that govern the arbitration. Where the AMSA rules are silent, as in the alternate oral procedure, the FORUM Code of Procedure will apply.

Rule 6. Requesting Arbitration. The Shipper may request arbitration after the Claims adjusting process has been completed and the Carrier has denied a Claim or made an offer of settlement that the Shipper rejects. Unless waived by the Carrier, the request for arbitration shall be filed with the AMSA within ninety (90) calendar days after the Carrier has made the final offer or denial of the Claim in writing to the Shipper.

The Shipper may request arbitration of a disputed Claim by sending written Notice to AMSA setting forth the following information: Shipper's name, present address and telephone number; the name the shipment moved under; the Carrier's name and identification number of the shipment; any assigned loss and damage Claim number; dates and location of pickup and delivery; the monetary value of the Claim involved, and a description of the dispute.

Rule 7. Notification and Response by Carrier to Shipper's Request. AMSA shall promptly send Notice of the Shipper's request for arbitration to the Carrier. Within fifteen (15) Working Days after receipt of the Notice, the Carrier will respond to AMSA in writing, advising AMSA of the action it wishes to take in response to the Shipper's request.

If the Claim that the dispute is based upon is valued at \$10,000 or less, the Carrier will either provide Notice to AMSA that the Claim has been resolved or will duly authorize AMSA to issue arbitration forms to the Shipper. If the Claim that the dispute is based on is valued at over \$10,000, the Carrier may either authorize AMSA to issue arbitration forms to the Shipper or decline to arbitrate the dispute. If declining to arbitrate the dispute, the Carrier shall write directly to the Shipper within the fifteen (15) Working Day time period, and provide a copy of that response to AMSA.

Rule 8. Administrative Fees for Initiation of Proceedings; Apportionment. The amount of FORUM's Administrative Fee is based on the amount of the Shipper's Claim that is in dispute.

The Fee Schedule is as follows:

Amount of Disputed Claim	Total Administrative Fee	Claimant's (Shipper's) Share of Administrative Fee	Carrier's Share of Administrative Fee
\$10,000 or less	\$650	\$300	\$350
Over \$10,000 up to \$20,000	\$700	\$325	\$375
Over \$20,000 up to \$30,000	\$750	\$350	\$400
Over \$30,000 up to \$40,000	\$800	\$375	\$425
Over \$40,000 up to \$50,000	\$850	\$400	\$450
Over \$50,000	\$850 plus 1% of the amount over \$50,000	\$400 plus one-half of 1% of the amount over \$50,000	\$450 plus one-half of 1% of the amount over \$50,000

For example, if the amount of the dispute is \$7500, the applicable Administrative Fee would be \$650. This fee would be shared between the parties with the Carrier paying \$350 and the Shipper paying \$300. If the Claim in dispute is higher, \$75,000 for example, a \$850 fee would apply plus 1% of the amount over \$50,000. In this example, the fee to be shared by the parties would be \$1100 (\$850 plus 1% of \$25,000); the fee for the Carrier would be \$675 and the fee for the Shipper would be \$425.

The arbitrator may apportion the Fee as part of the final decision by determining which party shall pay the cost or a portion of the cost of the arbitration proceeding, including the cost of initiating the arbitration process.

Rule 9. Initiation of Arbitration Procedures. Within thirty (30) Calendar Days after the date of the AMSA transmittal letter, the Shipper may initiate arbitration by completing and signing the Submission to Arbitration form and the Claimant Questionnaire forms received from AMSA and filing them with FORUM, together with one (1) copy of all supporting items that are readily duplicated, such as the Submission to Arbitration form, the Claimant Questionnaire forms, inventory sheets from the move, purchase receipts, catalog pages, etc., and three (3) copies of supporting items that are not readily duplicated, such as photographs, DVD's, videos, etc., that the Shipper may wish to have considered by the arbitrator, and the Shipper's portion of the Administrative Fee for initiating the arbitration proceeding.

Rule 10. Oral Hearing; Additional Fee. Arbitration will proceed under the Oral Hearing procedures only when both parties agree.

Either party may request an Oral Hearing by filing with FORUM a Request for Oral Hearing form. A request for an Oral Hearing must be filed with FORUM not later than ten (10) Calendar Days after the date of the filing of the Carrier's Submission.

FORUM will promptly send Notice of the request for an Oral Hearing to the responding party. Within fifteen (15) Calendar Days after receipt of the Notice, the responding party will respond to FORUM in

writing, advising FORUM whether it agrees to an Oral Hearing. After both parties have consented to an Oral Hearing and paid the Oral Hearing Fee, FORUM will appoint an arbitrator from its panel pursuant to Rule 14. Upon acceptance of the arbitrator, FORUM will provide each party with a list of dates, times, and locations for the Oral Hearing. Each party shall notify FORUM in writing, within fifteen (15) Calendar Days after receipt of the list indicating its preference for the identified dates, times and locations.

If both parties do not agree to an Oral Hearing, the arbitration will proceed on the documents alone, pursuant to Rule 16.

The Administrative Fee, that is in addition to the Initial Filing Fee, for each party for an Oral Hearing shall be as follows:

Claim Amount	Administrative Fee Per Session
\$10,000 or less	\$300
Over \$10,000 up to \$50,000	\$400
Over \$50,000 up to \$100,000	\$500
Over \$100,000	\$650

A sixty (60) minute session is scheduled for cases in which the amount in controversy is \$10,000 or less. A one hundred twenty (120) minute session is scheduled for cases in which the amount in controversy is over \$10,000 and up to \$50,000. A one hundred eighty (180) minute session is scheduled for cases in which the amount in controversy is more than \$50,000.

Rule 11. Notification of Shipper - Initiation of Arbitration Procedures. FORUM shall immediately notify the Carrier of the Shipper's Submission of the dispute to arbitration by sending one (1) copy of the Submission (including one copy of the signed Submission to Arbitration form) to the Carrier, along with an invoice for the Carrier's portion of the Administrative Fee for initiating the arbitration proceeding.

Rule 12. Submission by Carrier of Relevant Documents. Within thirty (30) Calendar Days after the date of FORUM's Notice to the Carrier of the Shipper's Submission of the dispute to arbitration, the Carrier shall sign the Submission to Arbitration form and file it with FORUM along with the Carrier's portion of the Administrative Fee to initiate the arbitration proceeding, one (1) copy of all supporting items that are readily duplicated, such as the Carrier's statement responding to the Shipper's contentions, letters, moving documents, etc., and three (3) copies of supporting items that are not readily duplicated, such as photographs, DVD's, videos, etc. The Carrier shall place the FORUM case number on the first page of each document. Upon filing, FORUM shall immediately forward one (1) copy of the Carrier's materials to the Shipper.

Rule 13. Supplemental Filings. Within thirty (30) Calendar Days after the date of FORUM's Notice to the Shipper of the Carrier's Submission, the Shipper may file a Supplemental Submission in response to the Carrier's Submission. One (1) copy of all supporting items that are readily duplicated, such as the Shipper's statement responding to the Carrier's contentions, letters, moving documents, etc., and three (3) copies of supporting items that are not readily duplicated, such as photographs, DVD's, videos, etc., must be filed with FORUM. Upon the filing of a Supplemental Submission from the Shipper, FORUM shall provide the Carrier with a copy of the Shipper's Supplemental Submission. The Carrier will, in turn, have thirty (30) Calendar Days after the date of FORUM's Notice to the Carrier of the filing of the Shipper's Supplemental Submission to file with FORUM a Supplemental Submission in response to the Shipper's Supplemental Submission. Upon filing by the Carrier, FORUM will provide a copy of the Carrier's Supplemental Submission to the Shipper. The parties shall place the FORUM case number on the first page of each document.

Supplemental Submissions are not required. Supplemental Submissions may be used to provide additional facts or information about the case if either party so chooses. In the interest of obtaining a prompt resolution of a dispute, Supplemental Submissions are limited to one (1) Supplemental Submission from each party, except as provided in Rule 19. Failure of either party to make a reply within the thirty (30) Calendar Day time period is deemed to be a waiver of its right to reply.

When all Submissions, statements, Supplemental Submissions and replies, if any, have been Filed with FORUM, they will be transmitted to the arbitrator as provided in Rule 14.

Rule 14. Appointment of Neutral Arbitrator. Immediately after the receipt of the Submission materials from both parties, FORUM shall appoint an arbitrator from its panel. A party may remove one (1) arbitrator by Filing a Notice of Removal with FORUM within fifteen (15) Calendar Days after the date of the Notice of Appointment of the arbitrator has been provided to the parties. A party may request disqualification of any other arbitrator as provided in Rule 27.

Upon acceptance of the arbitrator, FORUM shall forward the case file to the arbitrator for prompt decision, and shall notify the parties that the case file has been forwarded to the arbitrator.

Rule 15. No Direct Communication With Arbitrator. There shall be no direct communication between any party to the dispute and an arbitrator. Oral or written communications from any party intended for an arbitrator shall be directed to FORUM for transmittal to the arbitrator.

Rule 16. Arbitration Procedures. The majority of cases heard by FORUM follow a standard procedure with a decision by the arbitrator based on the presentation of written documents and facts to the arbitrator.

Oral Hearings are available as an option but they are not mandatory; neither party is required to participate in an oral hearing. Oral Hearings require the consent of both parties and the payment of an additional fee as prescribed in Rule 10.

If the parties do not agree to an Oral Hearing, the arbitration will proceed on the documents alone.

Rule 17. Time of Decision. The decision shall be rendered promptly by the arbitrator no later than thirty (30) Calendar Days after receipt of the FORUM case file notifying the arbitrator of the dispute, or in the event of an Oral Hearing, within thirty (30) Calendar Days after the arbitrator declares the proceeding closed. If the decision cannot be rendered within thirty (30) Calendar Days of written notification of the dispute, the arbitrator may reasonably extend the time period in order to obtain additional information required to resolve the dispute.

Rule 18. Extensions of Time. The parties may modify any period of time established by these rules by mutual agreement, with the exception of the time required to issue a decision. Further, AMSA or FORUM may for good cause extend time periods, except for the time required for issuing a decision, and FORUM shall notify the parties, in writing, of any such extension.

A request for an extension must be Filed with FORUM at least five (5) Calendar Days before the time period ends. A request Filed after the time period has ended will not be considered unless extraordinary circumstances exist which must be asserted in the request. A party may obtain one (1) extension without cost. An additional extension request must be Filed with FORUM before the first extension expires and include a \$50 Extension Request Fee.

Rule 19. Scope of Decision; Jurisdiction of the Arbitrator. The arbitrator shall determine with finality the merits of the controversy. The amount of the Award may not exceed the Carrier's liability under its Bill of Lading, or in the case of disputed charges, the total amount of the disputed additional charges.

The decision shall be governed by applicable laws, DOT approved regulations, provisions of the Carrier's tariff and applicable practices of the moving industry. Where possible, the final decision will be itemized if more than one issue or item is adjudicated.

The arbitrator has jurisdiction to consider only Claims for loss or damage to the household goods transported and to determine whether Carrier charges, in addition to those collected at delivery, must be paid by the Shipper for transportation and services related to the transportation of household goods. Any other Claims can be considered only upon written agreement by both the Shipper and the Carrier.

The arbitrator has no jurisdiction to consider any other Claims, including, but not limited to: consequential or incidental damages, mental anguish, loss of wages, punitive damages, alleged fraud, violations of law or any Claim which is not subject to arbitration under law.

The arbitrator may request the parties, through FORUM, to supply any additional facts or materials that, in the opinion of the arbitrator, will be helpful in determining the case. Documents submitted in response to an arbitrator's request shall be filed no later than twenty (20) Calendar Days after the date of the request.

Rule 20. Submission of Supporting Documents. In order to obtain a prompt resolution of a dispute, it is essential that all documents be submitted to FORUM within the time periods prescribed herein.

If a party wishes to file a late Submission, the party must forward the Submission to FORUM within ten (10) Calendar Days of the Submission due date and include the Late Fee of \$100.00. FORUM will not accept a late Submission unless the Late Fee is timely paid. Late Submissions will not be accepted after the ten (10) Calendar Day deadline.

Rule 21. Delivery of Decision to Parties. Upon receipt of the arbitrator's decision, FORUM shall forward a copy of the decision to the parties with a copy to AMSA.

Parties shall accept as legal delivery of all documents, including the decision, the placing of such documents or decision or a true copy thereof in the mail by FORUM, addressed to such party at its last known address or to the duly designated agent of each party, or personal service of the decision, or the filing of the decision in any manner which may be prescribed by law.

Rule 22. Satisfaction of Award or Order of the Arbitrator. Unless otherwise stipulated by the arbitrator and subject to the provisions of Rules 24 and 25, the standard performance period for the payment of any Award contained in a decision or Order of the Arbitrator shall be forty-five (45) Calendar Days from the date of the Award or Order. Or in the case of either party invoking Rule 25, Reconsideration of Awards or Orders, the standard performance period for the payment of any final Award or final Order of the Arbitrator shall be forty-five (45) Calendar Days from the date of the final Award or Order.

Rule 23. Withdrawal and Settlement of Claim. The parties may settle the Claim by mutual agreement at any time prior to the issuance of a decision. In the event of such a settlement, the Carrier shall file a written Notice of Settlement, signed by all parties, with FORUM.

A Shipper may withdraw a Claim after it has been filed with FORUM and before the Carrier is notified of the arbitration by filing a Notice of Withdrawal with FORUM. A Shipper may withdraw a Claim before the Carrier files a response with FORUM by notifying all parties in writing and filing a Notice of Withdrawal with FORUM. In such instances, a partial refund of the Shipper's portion of the Administrative Fee shall be at the discretion of FORUM; the Carrier's portion of the Administrative Fee, if already paid to FORUM, shall be refunded. The Shipper may file a request with FORUM for a partial refund of an Administrative Fee within thirty (30) Calendar Days of the date of the Notice of Arbitration Claim Withdrawal provided by FORUM to the parties.

After FORUM has received Submissions from both parties, the Shipper may not withdraw a Claim without the permission of FORUM or of an arbitrator if an arbitrator has been appointed. Any refund of the Administrative Fee for cases that are dismissed after FORUM has received Submissions from both parties is at the discretion of FORUM. The parties may file a request with FORUM for a partial refund of an Administrative Fee within thirty (30) Calendar Days of the date of Notice of the Dismissal provided by FORUM to the parties.

Rule 24. Correction of Awards or Orders. FORUM may correct clerical or administrative mistakes or errors arising from oversight or omission in the administration of cases or in the issuance of an Order or Award. This correction may be made at the request of a party or on the initiative of the FORUM or the Arbitrator. No fee is required for this request.

Rule 25. Reconsideration of Awards or Orders. Within twenty (20) Calendar Days after the date of the Award or Order, a party may request a reconsideration of the Award or Order. The requesting party shall file the request with FORUM and pay an additional fee of \$200 to FORUM. A party cannot make a second request. FORUM shall immediately notify the responding party of the request for reconsideration by sending one (1) copy of the request to the responding party. The responding party has twenty (20) Calendar Days after the date of FORUM's Notice to the responding party of the request for reconsideration to file a response with the FORUM.

The arbitrator may reconsider an award or order if:

- 1) The Award or Order is not final;
- 2) The Award or Order is ambiguous or contains evident material mistakes;
- 3) The arbitrator did not decide a submitted issue; or
- 4) The arbitrator decided an issue not agreed to be submitted to arbitration by both parties.

Rule 26. Interpretation and Application of Rules. The arbitrator shall interpret and apply the rules insofar as they relate to the powers and duties of the arbitrator.

Rule 27. Disqualification of Neutral Arbitrator. A party may disqualify an arbitrator if circumstances exist that create a conflict of interest or cause the arbitrator to be unfair or biased, including but not limited to the following:

1. The arbitrator has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts;
2. The arbitrator has served as an attorney to any party, the arbitrator has been associated with an attorney who has represented a party during that association, or the arbitrator or an associated attorney is a material witness concerning the matter before the arbitrator;
3. The arbitrator, individually or as a fiduciary, or the arbitrator's spouse or minor child residing in the arbitrator's household, has a direct financial interest in a matter before the arbitrator;
4. The arbitrator or the arbitrator's spouse, or a person within the third degree of relationship to either of them, or the spouse of such a person:
 - a. is a party to the proceeding, or an officer, director or trustee of a party; or
 - b. is acting as a lawyer or representative in the proceeding.

An arbitrator shall disclose to FORUM the circumstances that create a conflict of interest or cause an arbitrator to be unfair or biased. FORUM shall disqualify an arbitrator or shall inform the parties of information disclosed by the arbitrator if the arbitrator is not disqualified.

A party may request the disqualification of an arbitrator by filing with FORUM, and providing Notice to the other party, a written request stating the circumstances and specific reasons for the disqualification.

A request to disqualify an arbitrator must be Filed with FORUM within fifteen (15) Calendar Days after the date of the Notice of Arbitrator Appointment.

FORUM shall promptly review the request and shall disqualify the arbitrator if there exist circumstances requiring disqualification in accord with this Rule or other circumstances creating bias or the appearance of bias. If an arbitrator is disqualified or becomes unable to arbitrate before the issuance of a decision, FORUM shall select a new arbitrator.



6485 Wayzata Blvd., Suite 500
Minneapolis, MN 55428
800-474-2371
www.adrforum.com

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NATIONAL ARBITRATION FORUM
AMSA HOUSEHOLD GOODS DISPUTE SETTLEMENT PROGRAM
SUBMISSION TO ARBITRATION - Page 1

AGREEMENT: The parties named herein agree to submit their dispute to arbitration under the procedures of the National Arbitration Forum and the rules of the AMSA Household Goods Dispute Settlement Program. Claimant will complete the applicable sections of this form and the pages of the attached questionnaire and send the completed form, questionnaire, any applicable supporting documents, and the appropriate fee to initiate the arbitration process to the National Arbitration Forum (FORUM) at the address shown below.

Summary of Claimant's Position and Claimant's Demands (to be completed by Claimant):

Amount in Dispute: \$ _____

Summary of Carrier's Position and Response to Claimant's Demands (to be completed by Carrier):

Sample

↓ **DO NOT RETURN THESE FORMS TO AMSA - send them to FORUM at the address shown below:** ↓

Return the completed forms, questionnaire, supporting documents and Administrative Fee to:

Mail to: National Arbitration Forum, P O Box 50191, Minneapolis, MN 55405.

Overnight Delivery Address: National Arbitration Forum,
6466 Wayzata Boulevard, Suite 500, Saint Louis Park, MN 55428.

(Please complete both sides of this form)

SUBMISSION TO ARBITRATION - Page 2

NATIONAL ARBITRATION FORUM

ARBITRATOR: The parties agree that this dispute is to be submitted to a neutral arbitrator selected by FORUM from its national panel of arbitrators in accord with Rule 14 of the AMSA Household Goods Dispute Settlement Program. It is also understood that this dispute will be arbitrated under the jurisdictional requirements of Rule 19 of the AMSA Household Goods Dispute Settlement Program.

ARBITRATION PROCEDURES AND FEES: The majority of cases heard by FORUM follow a standard procedure with a decision by the arbitrator based on the presentation of written documents and facts to the arbitrator.

The Administrative Fee to initiate the arbitration process is shared equally between the two (2) parties, unless both parties otherwise agree to a different amount. Refer to Rule 8 of the AMSA Household Goods Dispute Settlement Program Rules for more information regarding the determination of the Administrative Fee. The Arbitrator may apportion the Administrative Fee as part of the final decision.

Amount of Disputed Claim	Total Administrative Fee	Claimant's (Shipper's) Share of Administrative Fee	Carrier's Share of Administrative Fee
\$10,000 or less	\$650	\$300	\$350
Over \$10,000 up to \$20,000	\$700	\$325	\$375
Over \$20,000 up to \$30,000	\$750	\$350	\$400
Over \$30,000 up to \$40,000	\$800	\$375	\$425
Over \$40,000 up to \$50,000	\$850	\$400	\$450
Over \$50,000	\$850 plus 1% of the amount over \$50,000	\$400 plus one-half of 1% of the amount over \$50,000	\$450 plus one-half of 1% of the amount over \$50,000

Instructions for requesting an Oral Hearing are contained on the attached Request for Oral Hearing form.

We, the undersigned parties, hereby agree to submit this dispute to arbitration under the rules of the AMSA Household Goods Dispute Settlement Program and FORUM's Code of Procedure. Further, both parties hereby agree to abide by and perform any Award rendered hereunder and that a final judgment may be entered on the Award in any federal or state court having jurisdiction thereof.

Name of Claimant

Name of Carrier

Authorizing Signature

Authorizing Signature

Date

Date

→ WHEN SUBMITTING THIS FORM, INCLUDE THE ACCOMPANYING QUESTIONNAIRE AND ANY ADDITIONAL DOCUMENTATION IN SUPPORT OF THE CLAIM IN DISPUTE.

(Please complete both sides of this form)

NATIONAL ARBITRATION FORUM
AMSA HOUSEHOLD GOODS DISPUTE SETTLEMENT PROGRAM
REQUEST FOR ORAL HEARING

The majority of cases decided by the National Arbitration Forum follow a standard procedure with a decision by the arbitrator based on the presentation of written documents and facts to the arbitrator.

However, if you believe that special circumstances exist such that cannot adequately be represented by written documents, Rule 10 of the AMSA Household Goods Dispute Settlement Program provides for Oral Hearings.

Under the rules of the Program, Oral Hearings are available as an option but they are not mandatory; neither party is required to participate in an Oral Hearing as a part of the arbitration procedure. Therefore, the Carrier must agree to your request to participate in an Oral Hearing before the process can begin.

When you request an Oral Hearing, FORUM will contact the Carrier on your behalf with your request for an Oral Hearing.

If the parties do not agree to an Oral Hearing, the arbitration will proceed on the documents alone, as provided in Rule 16.

If either party wishes to request an Oral Hearing, provide the information requested below and mail this form to the National Arbitration Forum, Post Office Box 60191, Minneapolis MN 55405.

□ □ □ □ □

Request for Oral Hearing

I request that my case be heard under the Oral Hearing procedures pursuant to Rules 10 and 16 of the AMSA Household Goods Dispute Settlement Program.

I request an Oral Hearing (select "A" or "B"):

- A) to be conducted by telephone "conference call" between the parties, or
- B) to be conducted "in person" with the parties.

Name of Requesting Party

Signature

Today's Date

CLAIMANT QUESTIONNAIRE - PAGE 1

This Questionnaire is to be completed by the Claimant (Shipper) and returned with the Submission to Arbitration Form and the applicable Administrative Fee.

Mail to: National Arbitration Forum, Post Office Box 50191, Minneapolis, MN 55405.

Overnight Delivery Address: National Arbitration Forum, 8485 Wayzata Boulevard, Suite 500, Saint Louis Park, MN 55426.

1) Claimant (Shipper) Information:

Claimant's Name _____

Claimant's Current Address _____

Claimant's Phone Number _____

Claimant's Fax Number _____

Claimant's E-mail address _____

How do you prefer to be contacted? _____

2) Shipment Information:

Name of Mover (not the local agent) _____

Shipment Registration or Bill of Lading Number _____

Pick Up Date _____

Pick Up Location (city and state) _____

Delivery Date _____

Delivery Location (city and state) _____

If delivery location is different from current address, please explain _____

Intervening Storage Dates, if any _____

Intervening Storage Location, if any _____

Did the mover provide the storage? (circle one)	Yes	No
Did you choose to use intervening storage? (circle one)	Yes	No
Were items placed into permanent storage at the time of delivery?	Yes	No

CLAIMANT QUESTIONNAIRE - PAGE 2

3) Dispute Information:

WHAT TYPE OF DISPUTE are you seeking to arbitrate with your mover? Check those that apply AND Complete the appropriate Part(s) of this Questionnaire.	
<p>DISPUTED CHARGES - an additional amount that the mover billed to you, in addition to the charges collected at delivery, that you believe is not justified --</p> <p>Complete Part A on Page 3 of this Questionnaire.</p> <p>If your dispute involves added charges that were billed to you in addition to the charges collected by your mover when your shipment was delivered, you must demonstrate to the arbitrator in your submission that the added charges were not justified.</p>	<input type="checkbox"/>
<p>SHIPMENT LOSS AND DAMAGE - to the articles that were transported in your shipment --</p> <p>Complete Part B that begins on Page 4 of this Questionnaire.</p> <p>If your dispute involves shipment loss and damage, you must demonstrate to the arbitrator:</p> <ol style="list-style-type: none">1) That your items were tendered to the mover in good condition,2) That your items were lost by your mover or delivered in damaged condition, and3) The cost to repair or replace the items. <p>Be sure to include one (1) copy of all supporting items that are readily duplicated, such as the Submission to Arbitration Form, the Claimant Questionnaire Forms, inventory sheets from your move, purchase receipts, catalog pages, etc. and three (3) copies of any supporting items that are not readily duplicated such as photographs, DVD's, videos, etc., to describe:</p> <ol style="list-style-type: none">a) The items and their condition both before and after the shipment was picked up and delivered, andb) The repair or replacement cost of the items that were lost or damaged.	<input type="checkbox"/>

CLAIMANT QUESTIONNAIRE - PAGE 3

PART A - IF YOUR CLAIM INVOLVES DISPUTED CHARGES:

→ Attach a copy of the Claim that you filed with your mover along with a copy of the Shipment Documentation – Estimate, Order For Service, Bill of Lading and the Mover's Invoice – that specifies your charges and the charges that are in dispute.

Date Claim was filed with your mover: _____

What is the amount of your estimated charges? \$ _____

What is the amount of your mover's final charges? \$ _____

What is the amount of the charges that are in dispute? \$ _____

Why are the charges in dispute? _____

Did you request your mover to perform additional services that were not included on your estimate, or were additional services required to be performed to accomplish the delivery of your shipment that were not shown on the estimate? Yes No

Describe the nature of such additional services: _____

ID Number assigned to Claim, if any: _____

Did you pay the charges that are in dispute?	Yes	No
Did your mover make a refund offer on your claim?	Yes	No
Has your mover provided you with a refund check?	Yes	No

If Yes, what was the amount of the refund/check? \$ _____

If Yes, where is the check now? _____ I still have it in my possession _____ I cashed it
_____ I returned it to the mover

State why you are not satisfied with your mover's offer and attach a copy of either the refund offer or claim denial letter from your mover:

CLAIMANT QUESTIONNAIRE - PAGE 4

PART B - IF YOUR DISPUTED CLAIM INVOLVES LOSS OR DAMAGE:

→ Attach a copy of the Claim that you filed with your mover along with a copy of the Shipment Documentation – Order For Service or Bill of Lading – that specifies the level of valuation that applied for your shipment.

Date Claim was filed with your mover: _____

ID Number assigned to Claim, if any: _____

Did your mover make a settlement offer on your claim? Yes No
Has your mover provided you with a settlement check? Yes No

If Yes, what was the amount of the offer/check? \$ _____

If Yes, where is the check now? _____ I still have it in my possession _____ I cashed it
_____ I returned it to the mover

State why you are not satisfied with your mover's settlement offer and attach a copy of either the settlement offer or Claim denial letter from your mover:

Did you purchase additional valuation coverage? Yes No

If Yes, what was the coverage amount? \$ _____

If Yes, what was the deductible amount? \$0 \$250 \$500 Other?

Did you specify any specific High Value articles in your shipment? Yes No
(If yes, attach a copy of your High Value Article Declaration form.)

→ In addition to the above information for your disputed loss or damage Claim, it is important that you also provide the information requested on the following page of the Claimant Questionnaire for each item or article that is in dispute. Please photocopy the following page as necessary to accommodate each article that you are claiming.

CLAIMANT QUESTIONNAIRE - PAGE ___ OF ___

The following information must be provided for each item in dispute. Photocopy this page as necessary to accommodate each article being claimed.

Item Description: _____

Amount claimed for the item: \$ _____

Do you have any evidence to support the amount claimed? Yes No
(Please attach copies of applicable appraisal reports, receipts, catalog pages, or other evidence.)

Original cost of the item: \$ _____

Do you have any evidence to support the cost of the item? Yes No
(Please attach copies of applicable receipts, catalog pages or other evidence.)

Was the item lost or damaged? Lost Damaged
What are you seeking for the item? Repair Replacement
Who packed the item? You Mover

Was the item listed on the Household Goods Descriptive Inventory (HGDI), the High Value Inventory (HVI), the Customer Check-Off List, or on any other descriptive list given to the Mover? Yes No

If yes, please specify where the item was listed: _____

Did you note any damage to the item at delivery? Yes No

If Yes, in what manner? If No, why not? _____

Do you have any evidence of the damage done to the item? Yes No
(Please attach photographs or other evidence of damage.)

Did you note the item as missing at delivery? Yes No

If Yes, in what manner? If No, why not? _____

Has the item been repaired before? Yes No

If Yes, provide details: _____

Is the item covered by a warranty? Yes No

TIMELINE FOR ARBITRATION PROCEDURES

1. Prior to shipment, the Carrier will provide the Shipper with information about the availability of arbitration procedures for disputes.
2. If a dispute remains on a Claim after the claims adjusting process has been completed with the Carrier, the Shipper may request arbitration by sending a Notice to AMSA describing the dispute, including how the Claim could be resolved by the Carrier. The request must be sent within ninety (90) Calendar Days of the Carrier's final written offer or denial of the claim to the Shipper.
3. AMSA sends Notice of the Shipper's request to the Carrier who must respond to AMSA within fifteen (15) Working Days advising AMSA of the action it wishes to take in response to the Shipper's request. If the Carrier agrees to submit the disputed Claim to arbitration, or is required to do so pursuant to the statutory criteria and the program rules, AMSA forwards the rules and the necessary forms to the Shipper.
4. Within thirty (30) Calendar Days after the date of the AMSA transmittal letter, the Shipper may initiate arbitration by completing and returning the required forms and other supporting documentation, to FORUM along with the applicable Administrative Fee (see Rule 8), unless the Carrier agrees to pay all or a portion of the Shipper's share of the fee.
5. FORUM then sends one (1) copy of the Shipper's Submission to the Carrier. The Carrier has thirty (30) Calendar Days after the date of FORUM's Notice of the Shipper's Submission to File its Submission in response to the Shipper's Submission, its Submission to Arbitration form and its portion of the Administrative Fee with FORUM.
6. After receipt of the Carrier's Submission, FORUM forwards one (1) copy of the Carrier's Submission to the Shipper.
7. Within thirty (30) Calendar Days after the date of FORUM's Notice of the Carrier's response, the Shipper may File a Supplemental Submission in response to the Carrier's Submission. Upon receipt of a Supplemental Submission from the Shipper, FORUM shall provide the Carrier with a copy of the Shipper's Supplemental Submission. The Carrier will, in turn, have thirty (30) Calendar Days after the date of FORUM's Notice of the Shipper's Supplemental Submission to File a Supplemental Submission with FORUM. Upon the Filing of the Supplemental Submission by the Carrier, FORUM will provide a copy of the Carrier's Supplemental Submission to the Shipper.
8. FORUM provides Notice to the parties of the appointment of a neutral arbitrator. The arbitrator decides the issues submitted to arbitration within thirty (30) Calendar Days after receipt of the case file under the standard procedure described in Rule 18 or within thirty (30) Calendar Days after the arbitrator declares the proceeding closed under the Oral Hearing procedures. If the arbitrator cannot render a decision within thirty (30) Calendar Days after receipt of the case file, the arbitrator may reasonably extend the time period in order to obtain additional information required to resolve the dispute in accord with Rule 19.
9. Following the decision by the arbitrator, FORUM then forwards a copy of the decision to the parties.



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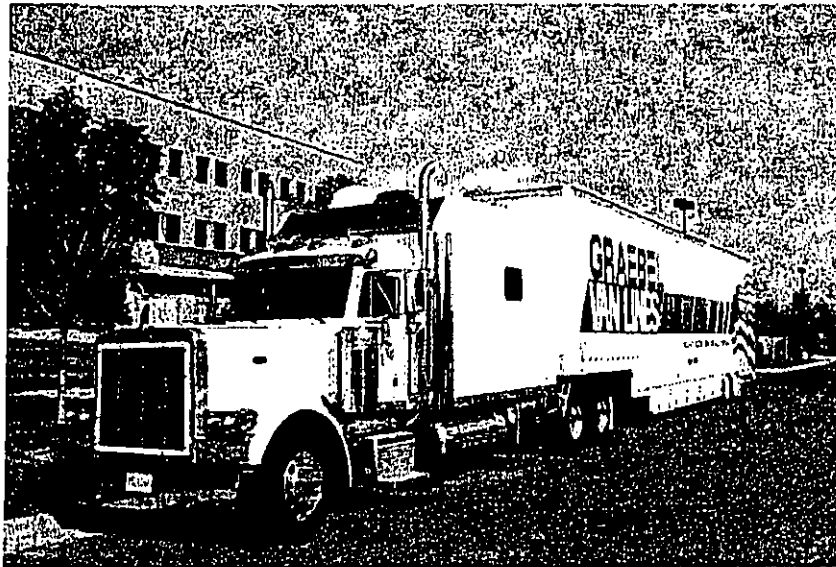
Graebel Moving & Storage Customer Complaint Procedure

1. When a customer complaint is received by any Graebel Moving & Storage employee or contractor, that individual must notify his/her supervisor immediately. The supervisor must assess the situation and determine if there is an emergency that must be rectified immediately.
 - a. If the complaint pertains to cargo loss or damage or a delay in delivery, the supervisor will so advise the Customer Service Coordinator (CSC) and the CSC will follow the documented procedures.
 - b. If there is an emergency other than a cargo or delay claim, the supervisor will contact his/her manager immediately and provide all details. The manager must act immediately to rectify the situation and also advise the Branch Administrator. The Branch Administrator shall maintain a Complaint Log consisting of the customer name, account name if applicable, nature of the complaint, date, time, resolution/disposition, data and time of resolution/disposition and person responsible for resolution/disposition. The General Manager must be advised of the issue, status and actions taken as soon as practical.
 - c. If there is not an emergency, the pertinent information (see 1. a.) must be forwarded to the Branch Administrator immediately. If the Branch Administrator is not available, the information must be sent to the Branch Manager or General Manager, as appropriate.
 - d. If the complaint involves another Graebel office, the Branch Administrator must immediately provide all information to the Branch Administrator of that office or the General Manager if the Branch Administrator is not available.
2. The Branch Administrator shall review the complaint, gather any additional pertinent information or documentation and forward all material to the responsible management personnel in Operations, Customer Service or Administration as appropriate.
3. The Branch Administrator shall keep a log of the complaint (see 1. a.).
4. The Manager receiving the complaint must address the issue within one business day. If a satisfactory resolution or course of action cannot be attained within one additional business day, the General Manager or appropriate corporate personnel must be so informed.

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Chapter 5

Vehicle Inspection and Preventive Maintenance

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PERIODIC INSPECTION PROGRAM

Graebel requires that all vehicles registered in the Graebel fleet be inspected on a regular basis to ensure safe operations at all times.

- ★ A vehicle inspection will be completed three times annually. Power units that have 4 wheels must be inspected annually due May 15th. Inspection must be completed within the designated time period established by Graebel (see calendar below). Equipment which has not been inspected prior to deadline date will be placed out-of-service until the inspection is completed. No failed inspection will be accepted.
- ★ Vehicle must be inspected at a maintenance facility that has been approved by the Graebel Safety Department. Every Graebel branch and agent location has at least one approved maintenance facility nearby. Inspection results must be recorded on a Graebel vehicle inspection form. Many of these facilities have mobile units that come to the Branch and inspect your unit. Never have inspections done at the shipper's residence.
- ★ Vehicles such as trailers and straight trucks should not have any shipments on board at time of inspection, so that the interior of the cargo area can be inspected or in case any welding must be done to repair the vehicle. **Never allow welding on a loaded vehicle!**
- ★ **It is mandatory that all trailers be fully lubricated at each periodic inspection. This must be noted on Line 18 of the trailer inspection form.**
- ★ Vehicle must meet standards established by Graebel and Federal D.O.T. regulations.
- ★ Defects noted during inspection must be repaired before equipment will be allowed to operate in Graebel service. Copies of repair receipts must be submitted to Graebel Safety Department along with a copy of the inspection form. These may be scanned.
- ★ Drivers who are Graebel Independent Contractors will be responsible for the inspection fee for the power unit. Driver's terminal office pays for the Graebel owned trailer inspection.
- ★ Driver should keep a copy of the most current inspection form (the pink copy) in the power unit.

REMEMBER: Regular inspections are a part of good preventative maintenance. You'll avoid major repair expenses by catching defects before they cause extensive damage. Graebel policy requires that all trailers be greased and serviced at each inspection cycle. Receipts must be submitted as proof.

NOTE: 1st cycle inspection is our official "Annual" inspection. Photos of the vehicle will be required (minimum of four photos - clearly showing all four sides of vehicle). Once the vehicle inspection is approved by Graebel, an annual inspection sticker will be issued.

CUT OFF DATES FOR PERIODIC INSPECTION CYCLES	
INSPECTION CYCLE	NEW UNITS IN FLEET
FIRST CYCLE	
November 24 – January 15	October 2nd – February 22
<i>* NOTE: Photos of all 4 sides of vehicle required during the first cycle inspection.</i>	
SECOND CYCLE	
March 25 – May 15	February 23 – June 24
THIRD CYCLE	
July 25 – September 15	June 25 – October 22

D.O.T. ROADSIDE INSPECTIONS

If your vehicle is ever inspected by a federal or state inspector, you must do the following:

- ★ Record on your log the location (city/state) and total time of the inspection in the **on duty, not driving status**.
- ★ If defects were found, have any out-of-service defects repaired immediately and submit the OOS repair and receipts. All other violations must be repaired within two weeks. Receipts must be obtained for all parts and labor needed to complete repair. If the driver repairs an out-of-service defect himself, then Graebel will require that a third party verify the defect has been properly corrected.
- ★ Mail or fax the D.O.T. Roadside Inspection and copies of the repair receipts with your log for the day of the D.O.T. Inspection to the Graebel Safety Department **within 48 hours**. Driver should keep a copy of the inspection report in case the original report does not arrive to the Safety Department.
- ★ If the driver has been placed out of service during a roadside D.O.T. inspection for any driver related issue, i.e., any log violation, driver's license expired, physical card expired or improper class of license, the driver will also be required to serve a 7-day suspension from Graebel service. **As a professional driver it is your responsibility to ensure that you are in compliance with all D.O.T. regulations!**
- ★ If the driver was placed out of service, the driver must not operate any commercial motor vehicle until the out of service violation has been corrected. If the vehicle has been placed out of service, the vehicle must not be operated until the defect has been corrected. (See Section 396.9 in the Federal Motor Carrier Regulations)

Do not violate an out-of-service order! To do so can result in a 90-day suspension of your CDL as well as disqualification from Graebel service for a period of 24 months from the date of violation.

If a driver receives no violations, the driver must still send in the D.O.T. Inspection form to Safety. Inspection Reports are to be signed by the Safety Director, not your Operations Manager or General Manager.

Drivers who fail to submit the required documents within the required time frame will be subject to the following actions:

First Offense – Written notice of non-compliance or 7-day suspension (at discretion of Graebel)

Second Offense – 7-day suspension

Third Offense – 14-day suspension and probation for one year

Fourth Offense – Driver disqualified from interstate service

If driver receives a violation during a D.O.T. roadside inspection for an expired medical certification or medical certification not in possession, the driver will be subject to the following:

First Offense – 7-day suspension from Graebel service

Second Offense – 14-day suspension from Graebel service

Third Offense – Driver subject to disqualification

Any driver that receives a violation for log not current to last change of duty status will also be required to serve a 7-day suspension from Graebel service.

Any driver operating a vehicle that requires a log book and receives a violation during a D.O.T. roadside inspection for no log book will be subject to a 14-day suspension from Graebel service.

Due to the implementation of CSA 2010, it is necessary to further improve our Carrier/Driver scores and ensure our drivers remain compliant with D.O.T. regulations.

A driver who receives a violation for any of the following on D.O.T. roadside inspection:

- ★ Log book not current to the last change in duty status,
- ★ Any hours of service violations,
- ★ Operating a CMV while ill or fatigued,
- ★ Refusal to submit log book during an inspection,
- ★ False log, as well as any driver related issues or
- ★ Excessive avoidable or repeated vehicle violations will be subject to the following:

First Offense within a 36 month period – driver subject to serve a 7-day suspension from Graebel service.

Second Offense within a 36 month period – driver subject to serve a 14-day suspension from Graebel service

Third Offense within a 36 month period – driver subject to serve a 30-day suspension and attend a 1-day Safety training class

Fourth Offense within a 36 month period – driver subject to disqualification from Graebel service for a period of 36 months

If a driver is placed Out of Service during any D.O.T. roadside inspection, an additional 7 days will be added to the suspension time. Safety reserves the right to view multiple violations on the same roadside inspection as multiple offenses.

WEIGH STATION BYPASS PROGRAM - PREPASS®

Graebel drivers are eligible to participate in the PrePass program that allows the driver to bypass certain weigh stations that are participating in the PrePass program. This helps our drivers save time on the road and avoid delays as a result of D.O.T. roadside inspections. State regulatory agencies will provide this privilege only to motor carriers who have a current satisfactory D.O.T. safety rating and Graebel's rating is satisfactory. Drivers must obtain the motor carrier's permission to sign up for the program. The vehicle being registered must have a gross vehicle weight rating (GVWR) or gross combination weight rating (GCWR) of 10,001 or more pounds.

To enroll in this program you must obtain an application form from your branch office or Fleet Manager. The form will then be sent to the Graebel Safety Department who will then notify PrePass of your registration. An electronic identification sensor will be assigned to your vehicle and sent directly to you by Prepass.

Since our drivers will be by-passing some weigh stations and receiving less D.O.T. roadside inspections, it is crucial that our drivers operate in compliance with the D.O.T. regulations at all times and not be cited for driver or equipment violations. Your privilege to use this program depends on your safety compliance. If you get a D.O.T. roadside inspection that results in an "out of service" driver or equipment violation, you could lose your PrePass clearance as follows;

- 1st offense – loss of PrePass authorization for 30 days*
- 2nd offense – loss of PrePass authorization for 90 days*
- 3rd offense – loss of PrePass authorization for 1 year*

**Note: It will be the driver's responsibility to notify the Safety Department to request reinstatement of the authorization once the authorization denial period has ended.*

Graebel wants our drivers to be able to take advantage of this program but the driver must remain in constant compliance with the D.O.T. regulations, especially with the 11, 14 and 70 hours of service rules and maintaining properly completed and current logs.

DAILY VEHICLE INSPECTION REQUIREMENTS

Pre-Trip Inspection

Federal Regulation 396.13 states that before driving a motor vehicle, the driver shall:

- ★ Be satisfied that the motor vehicle is in safe operating condition.
- ★ Review the last vehicle inspection report required to be carried on the power unit.
- ★ Sign the report (only if defects or deficiencies were noted by the driver who prepared the report) to acknowledge the driver has reviewed it and there is certification that the required repairs have been performed. The signature requirement does not apply to listed defects on a towed unit, which is no longer part of the vehicle combination.
- ★ Per Graebel policy, Driver must perform and log a minimum of 15 minutes on a pre- and post-trip inspection each day of driving.

During Trip Inspection

Per Federal Regulation 392.9, drivers of truck and truck tractors must inspect the vehicle within the first 25 miles of a trip and every 150 miles, or every three hours (whichever comes first). The driver is required to check at least the following items:

- ★ Cargo doors and cargo securement
- ★ Tires -- enough air pressure and not overheated
- ★ Brakes -- not overheated (put back of hand near brake to test)
- ★ Coupling devices

Note: Some vehicles have multiple drivers during the day. These vehicles will need to have a daily inspection book (Form #GVL-365). Each driver should use this form.

Post-Trip Inspection

Per Federal Regulation 396.11, every motor carrier shall require its drivers to report, and every driver shall prepare a report, in writing at the completion of each day's work on each vehicle operated. The report shall cover at least the following parts and accessories:

- | | | |
|--|-----------------------|--|
| ★ Service brakes including trailer brake connections | ★ Horn | ★ Belts and Hoses |
| ★ Parking (hand) brake | ★ Windshield wipers | ★ Fluid levels (water, oil, windshield washer fluid) |
| ★ Steering mechanism | ★ Rear vision mirrors | ★ 4-way flashers |
| ★ Lighting devices and reflectors | ★ Coupling devices | ★ Battery covers |
| ★ Tires | ★ Wheels and rims | ★ Check for fuel/oil leaks |
| | ★ Emergency equipment | ★ Check trailer hub oil levels |

Post-Trip Inspection, cont.

The report shall identify the motor vehicle and list any defect or deficiency discovered by, or reported to the driver, which would affect the safety and operation of the motor vehicle or result in its mechanical breakdown.

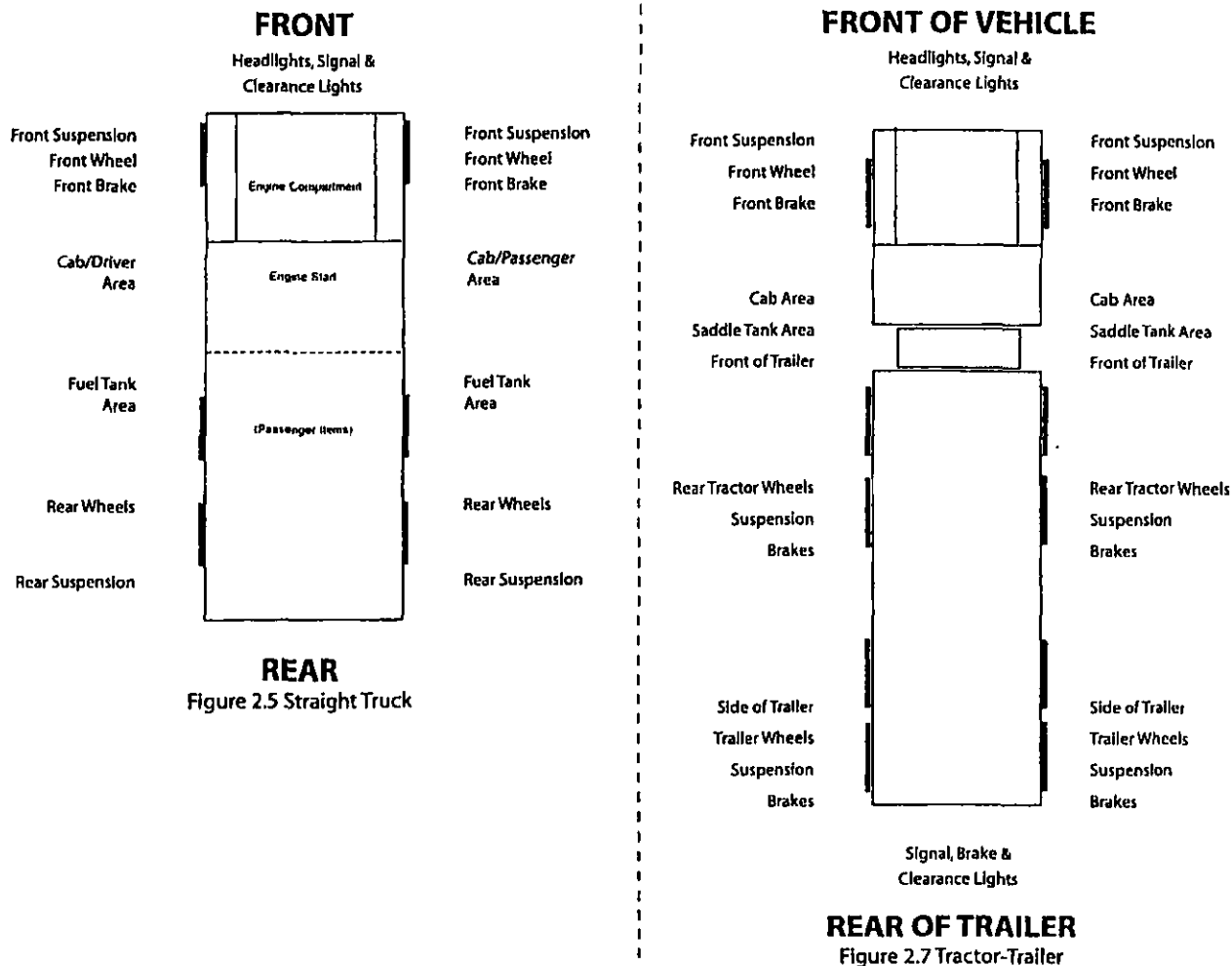
If no defect or deficiency is discovered by, or reported to the driver, the report shall so indicate. In all instances, the driver shall sign the vehicle inspection report. On two-driver operations, only one driver needs to sign the report, provided both drivers agree on any defects or deficiencies. If a driver operates more than one vehicle during the day, a report shall be prepared for each vehicle operated.

Corrective Action

Prior to operating a motor vehicle, motor carriers or their agents shall be responsible for the repair of any items listed on the vehicle inspection reports which would be likely to affect the safe operation of the vehicle.

- ★ Motor carriers or their agents shall certify on the reports which list any defects or deficiencies that the defects or deficiencies have been corrected or that correction is unnecessary before the vehicle is again dispatched.
- ★ A legible copy of the last vehicle inspection report, certified if required, shall be carried on the power unit.

VEHICLE INSPECTION PROCEDURE WALK AROUND SEQUENCE



Safety note: Always put vehicle key in your pocket – or someone might move the vehicle while you are checking underneath it.

VAN/TRAILER FIRE PREVENTION

1. **PRE-TRIP INSPECTION:** Check that trailer is level; a malfunctioning leveler-valve may allow trailer to ride on a tire causing fire in the wheel well.
2. **WELDING:** **NEVER** allow cutting or welding work to be done on a loaded van/trailer. Every van/trailer must be empty of cargo and interior equipment before this kind of work can be performed.
3. **SMOKING:** **NEVER** allow smoking in or next to the van/trailer. A cigarette butt or hot ash can smolder in a stack of pads for days before a fire may actually start.
4. **FLAMMABLES:** Do not allow flammables to be loaded on your van/trailer. Examples of flammables: Cans of paint, paint thinner, turpentine, spray paint, cleaning fluid. Gasoline and diesel powered machinery and fuel containers must be drained prior to loading on the vehicle. Examples of small engines: Gas powered lawn mowers, go carts, rototillers, gas powered weed trimmers, generators, etc.
5. **INTERIOR LIGHTS:** Check for exposed interior light wires and interior light fixtures. A hot light bulb can cause a pad to smolder and eventually catch on fire.
6. **BRAKES:** Be sure your s-cams are being greased on a regular basis to prevent "brakes hanging up". Be sure your brakes don't get "over adjusted". If you think you have a brake dragging, have it checked before driving on.
7. **TIRES:** If at any time a driver has a blow out or flat trailer tire the driver must stop as soon as he may safely get off the road to have the repair made. **NEVER continue driving on a flat trailer tire as this may cause fire.** All drivers should carry a spare trailer tire in the rack under the trailer.
8. **BATTERY:** Keep all metal objects from contacting battery terminals. Always ensure that metal battery box cover cannot make contact with battery terminals or exposed cables.

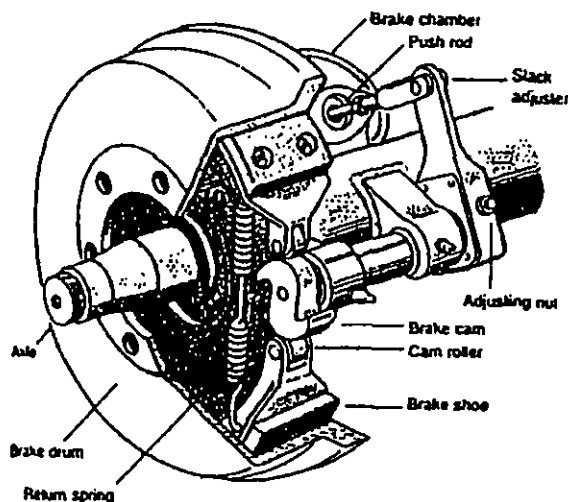
If you see smoke coming from the van/trailer or know you have a flat tire, do the following:

1. Pull off of the road. Do not continue to drive to the next exit.
2. If tractor/trailer, unhook trailer and move tractor away from trailer if safe to do so.
3. Call the nearest fire and police departments.
4. *Do not open the van/trailer. A sudden rush of air could cause an explosion and usually adds more oxygen, which feeds the fire.*
5. Call Safety (Emergency Cell# 303.808.9464) and Operations immediately to report the fire. Indicate if van/trailer was loaded so they can notify Cargo Claims.

PREVENTIVE MAINTENANCE

Air Brake Systems – S-Cam Brakes

Air brake systems operate on pressurized air generated by the air compressor in the engine area. When you push the brake pedal, pressurized air moves into each brake chamber. Air pressure then forces the push rod out, moving the slack adjuster, thus twisting the brake camshaft. This turns the S-cam (so called because it is shaped like the letter "S.") The S-cam forces the brake shoes away from one another and forces them against the inside of the brake drum. When you release the brake pedal, the S-cam rotates back and a spring pulls the brake shoes away from the drum, letting the wheels roll freely again.



INSPECTING AIR BRAKE SYSTEMS

You should use the basic seven-step inspection procedure to inspect your vehicle. There are more things to inspect on a vehicle with air brakes than on a vehicle without them. Here's how these steps fit into the seven-step method:

Check Air Compressor Drive Belt (if compressor is belt driven)

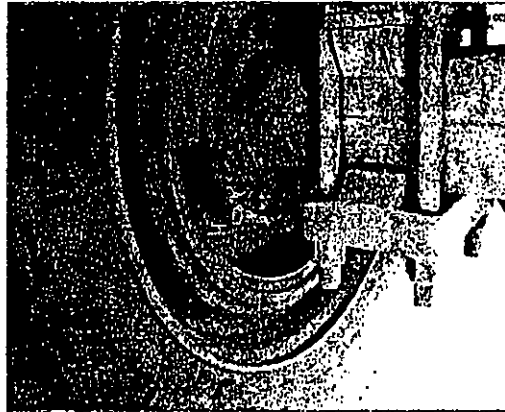
If the air compressor is belt-driven, check the condition and tightness of the belt. The belt should be in good condition. Check the pulleys for chips on the edge, which could catch the belt and throw it off the pulley.

A.B.S. Braking Systems

Most air-brake vehicles are now equipped with automatic braking systems (A.B.S.). The slack adjuster on these systems is designed to automatically adjust the brake. If it appears that this device is not working, take it to a mechanic for adjustment. Do not attempt to adjust it yourself. If the A.B.S. light on the trailer does not go out after initial start-up or does not function at all, get the A.B.S. repaired immediately. This could be an Out-of-Service issue if discovered at a D.O.T. roadside inspection.

Check Brake Drums (or Discs), Linings, and Hoses

Brake drums (or discs) must not have cracks longer than one half the width of the friction area. Linings (friction material) must not be loose, soaked with oil or grease, or dangerously thin. Mechanical parts must be in place, not broken or missing. Check the air hoses connected to the brake chambers to make sure they are not cut or worn due to rubbing.



Test Low Pressure Warning Signal

Shut the engine off when you have enough air pressure so the low pressure warning signal is not on. Turn the electrical power on and step on and off the brake pedal to reduce air tank pressure. The low air pressure warning signal must come on before the pressure drops to less than 60 psi in the air tank (or tank with the lowest air pressure, in dual air systems). If the warning signal does not work, you could lose air pressure and you would not know it. This could cause sudden emergency braking in a single-circuit air system. In dual systems, the stopping distance will be increased. Only limited braking can be done before the spring brakes come on.

Check that Spring Brakes Come on Automatically

Chock the wheels, release the parking brakes when you have enough air pressure to do it, and shut the engine off. Step on and off the brakes to reduce the air tank pressure. The parking brake knob should pop out when the air pressure falls to the manufacturer's specification (usually in a range between 20 psi and 40 psi). This causes the spring brakes to come on.

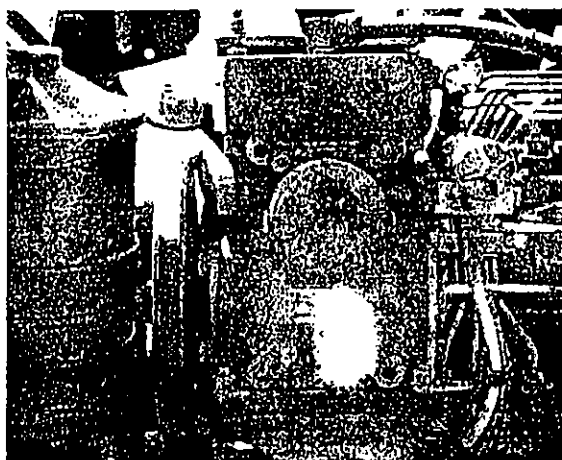
Check Rate of Air Pressure Buildup

With the engine at recommended operating rpm, the pressure should build from 85 psi to 100 psi within 45 seconds in dual air systems. (If the vehicle has larger air tanks, the buildup time can be longer. Check the manufacturer's specifications.)

In single air systems (pre-1975), typical requirements are pressure buildup from 50 psi to 90 psi within three minutes with the engine at an idle speed of 600 rpm to 900 rpm. If the pressure does not build up fast enough, your pressure may drop too low during driving, requiring an emergency stop. Don't drive until you get the problem fixed.

Test Air Leakage Rate

With a fully charged air system (typically 125 psi), turn off the engine, release the service brake, and time the air pressure drop. The loss rate should be less than 2 psi per minute for single vehicles, less than 3 psi per minute for combination vehicles. Then apply 90 psi or more with the brake pedal. After the initial pressure drop, if the air pressure falls more than 3 psi in one minute for single vehicles (more than 4 psi per minute for combination vehicles), the air loss rate is too much. Check for air leaks and fix before driving the vehicle. Otherwise, you could lose your brakes while driving.



Check Air Compressor Governor Cut-In and Cut-Out Process

The air compressor should start pumping at 100 psi and stop at about 125 psi. (Check the manufacturer's specifications.) Run the engine at a fast idle. The air governor should cutout the air compressor at about the pressure specified by the manufacturer. The air pressure shown by your gauges will stop rising. With the engine idling, step on and off the brake to reduce the air tank pressure. The compressor should cut-in close to the pressure specified by the manufacturer. The pressure should begin to rise.

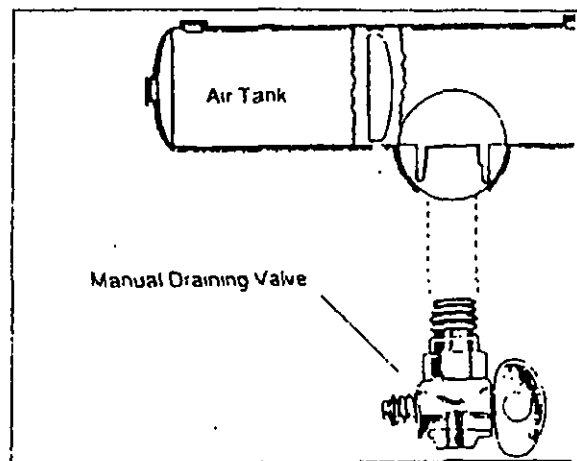
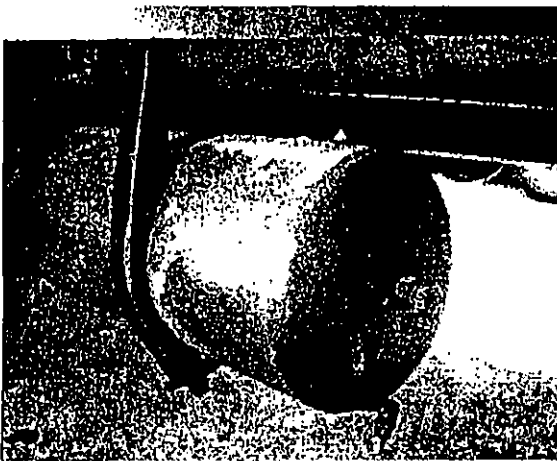
DRAIN AIR TANKS

No maintenance is more simple, yet more important, than reservoir draining. The contaminants that collect in air brake reservoirs consist of water condensed from the air and a small amount of oil from the compressor. Because of the heat generated during compression, this water and oil normally passes into the reservoir in the form of vapor.

As the vapors cool, these contaminants collect in the bottom of the reservoir tank. All reservoirs not equipped with automatic draining devices or moisture removal devices should be drained daily. All automatic drain valves and moisture removing devices should be checked periodically for proper operation.

When draining air tanks:

- ★ Drain the **wet** tank first, then the **dry** tanks. The wet tank is the one closest to the engine.
- ★ On manual drain valves, open the valve slowly. This allows air pressure in the tank to gradually force contaminants out through the drain valve.
- ★ Monitor the amount of oil in the liquid purged from the air tank. Excessive oil could be a sign of worn air compressor. Many air brake systems have only one air tank. These air tanks are divided into two (2) sections. The end closest to the engine is the "wet" section.

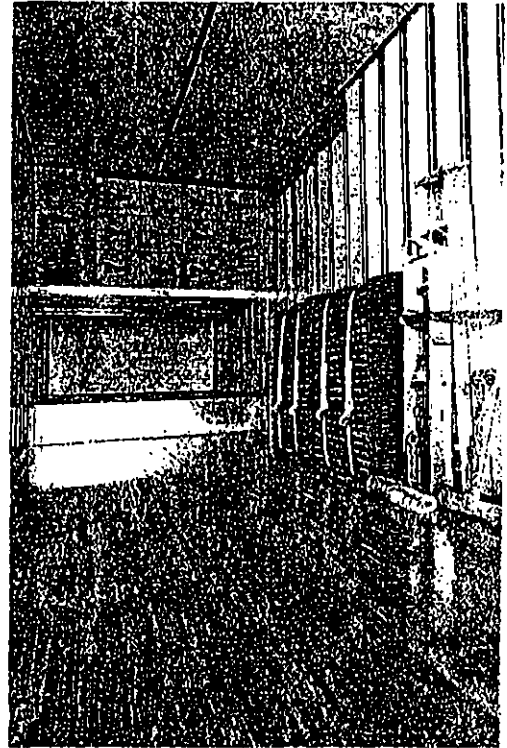


TRAILER EQUIPMENT

You are responsible for the safe keeping of the interior equipment and the overall condition of your assigned trailer. At the time you are assigned the trailer, a complete inventory is taken of all interior equipment and the condition of the tires and trailer.

When the I/C Agreement is terminated or a different trailer is assigned, a second inventory is completed. If any equipment is lost or damaged (except for normal wear and tear), the Contractor is responsible for replacing it or reimbursing Graebel for the loss or damage.

The driver's responsibility for any damage done to the trailer as a result of negligence or careless use of the trailer is up to \$5,000.



RENTAL UNITS - NATIONAL PRICING PROGRAM

Graebel Van Lines has a national account-pricing program with Ryder Truck Rental, Penske Leasing, U-Haul, and New Haven Equipment.

To take advantage of national account pricing, call your Fleet Manager or Operations Manager.

TIRES

Constant attention should be given to tires to help prevent blowouts, tire separations, hydroplaning, fires, and premature wear. Immediately - Do not continue driving, if you experience a flat.

Tire Inflation

Check air pressure in each tire at least once each week. Under inflation distorts the grooves in the tire tread and can hamper the tire's ability to channel out water on the road and prevent hydroplaning. Over inflation can be just as bad as under inflation when it comes to tire wear. Keep tires properly inflated, otherwise you will have to replace tires well ahead of their life expectancy. If tires are determined to be damaged from driver neglect, ie: curbed or ran with low pressure, driver will be responsible.



Overheated Tires

When driving in very hot weather, inspect your tires every two hours or 100 miles, whichever comes first. If the tires are too hot to touch, let them cool down. Do not let air out of the tires when they are hot because pressure will be too low when they have cooled.

TIRE PURCHASE PROGRAM

Graebel has national account pricing with various tire manufacturers which allows our drivers to obtain very favorable pricing on tires. Contact your Fleet Supervisor or Operations Manager for price information.

TRAILER REPAIR (Graebel owned trailers)

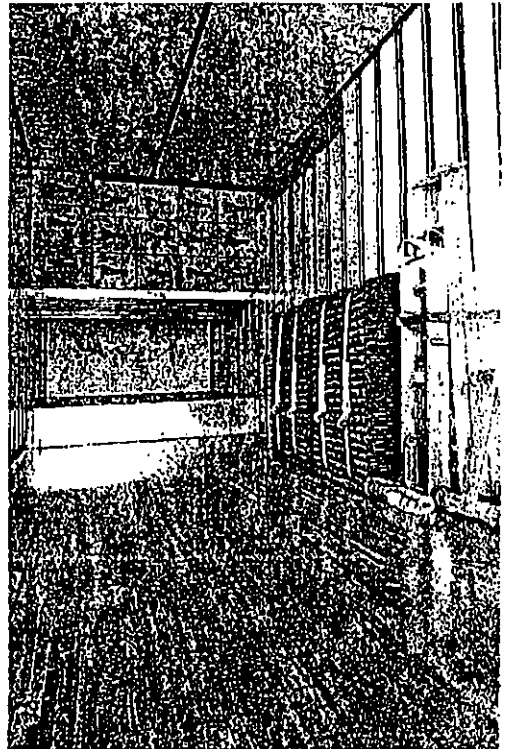
If the driver pulls a trailer provided by the company, the driver is responsible that all needed repairs are done in a timely manner. Graebel will be responsible for all maintenance costs of the trailer. All trailer repairs and inspections must be completed by Graebel-authorized maintenance facilities. All shops must provide an estimate of repairs and obtain a purchase order number from your Fleet Supervisor or Operations Manager prior to performing any repairs.

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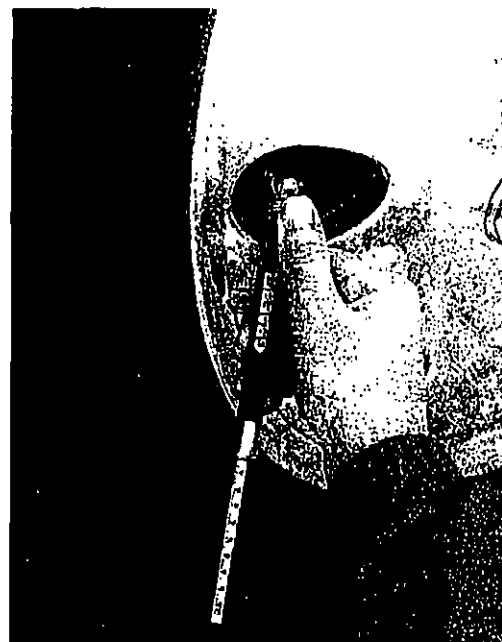
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Chapter 6
Drug/Alcohol
Abuse & Awareness

RECEIVED

DEC - 3 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

SUBSTANCE ABUSE TESTING POLICY

In keeping with Graebel Companies, Inc. policy to fully assure its fulfillment of all responsibilities to its customers, employees, the American motoring public, and society, in general, all Graebel production drivers are required to participate in a testing program to assure we have a drug and alcohol-free professional driving fleet.

Graebel Companies, Inc. substance abuse testing policy includes, but is not limited to all applicable rules and regulations contained in the Federal Register, Part III, Department of Transportation, 49 CFR, Part 382 and Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs that establishes procedures for drug and alcohol testing. **NOTE: In this policy, words that are in italicized letters denote requirements per Graebel company policy, not necessarily federal regulation. Also, the term "HE" will be used to denote both male and female genders.**

WHO TO CONTACT WITH QUESTIONS

If you have any questions regarding this substance abuse policy, contact the Safety Department at the corporate office in Denver, Colorado, at 800-723-6683.

WHO WILL BE TESTED?

The Graebel substance abuse testing policy includes the following two groups of drivers:

- 1) CDL drivers - Any person who operates a commercial motor vehicle (see definition of "commercial motor vehicle") in interstate or intrastate commerce.
- 2) Non-CDL drivers - Any person who operates a single or combination vehicle in interstate or intrastate commerce that does not meet the definition of "commercial motor vehicle."

Both CDL and non-CDL drivers will be required to follow the requirements of the Federal regulations unless otherwise noted in this policy.

DEFINITIONS

The following are definitions of the terms and phrases that will be used in this substance abuse testing policy.

Alcohol - Means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol's including methyl and isopropyl alcohol.

Alcohol use - Means the consumption of any beverage, mixture, or preparation, including any medication that contains alcohol.

BAC - Means Blood Alcohol Concentration

DEFINITIONS, cont.

CDL – Means Commercial Drivers License. This is the license required by states to operate a commercial motor vehicle.

Commercial Motor Vehicle – A vehicle used in commerce to transport property or passengers if the motor vehicle

Has a gross combination weight rating (GCWR) of 26,001 or more pounds inclusive of a towed unit with a gross vehicle weight rating (GVWR) of 10,000 or more pounds; or

Has a gross vehicle weight rating (GVWR) of 26,001 or more pounds; or

Is designed to transport 16 or more passengers, including the driver; or

Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the Hazardous Materials Transportation Act and which require the motor vehicle to be placarded under the Hazardous Materials Regulations (49 CFR part 172, subpart F).

D.O.T. – Means the Department of Transportation. This is the Federal agency responsible for establishing and enforcing the regulations pertaining to the transportation of commodities in commerce on public roads.

Driver – Means any person who operates a motor vehicle. This includes, but is not limited to: full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operate a motor vehicle at the direction of or with the consent of an employer.

Medical Review Officer (MRO) – A licensed physician (Medical Doctor or Doctor of Osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his medical history and any other relevant biomedical information.

Performing (a safety-sensitive function) – Means the driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or is immediately available to perform any safety-sensitive functions.

Refuse to submit (to an alcohol or controlled substance test) - Means that a driver:

- 1) Fails to provide adequate breath for alcohol testing as required by Part 40 of the Code of Federal Regulations (CFR), Title 49, without a valid medical explanation, after he has received notice of the requirement for breath testing in accordance with the provisions of this part,
- 2) Fails to provide an adequate urine sample for controlled substances testing as required by part 40 of the Code of Federal Regulations (CFR), Title 49, without a genuine inability to provide a specimen (as determined by a medical evaluation), after he has received notice of the requirement of urine testing in accordance with the provisions of this part, or

- 3) Engages in conduct that clearly obstructs the testing process. (i.e. refusing to be tested, failure to arrive at testing site in a timely manner, does not cooperate with testing procedures, leaves the testing facility before the test is completed, etc.)

It is not considered a refusal to test if the driver declines to drink. The clinic will inform the driver and document the time at which the three hour period begins and ends under "Remarks" on the Chain of Custody Form (CCF).

If the driver refuses to make the attempt to provide a new urine specimen, or leaves the collection site before the collection process is complete, the clinic will discontinue the collection, note the fact under "Remarks" on the CCF, and immediately notify the Designated Employer Representative (DER)/Branch. **This is a refusal to test and is classified as a positive test.** It will result in your termination from Graebel.

If you have issues providing a sufficient urine sample at a testing facility, **DO NOT LEAVE THE TESTING FACILITY/CLINIC.** Immediately contact the Safety Department at 1-800-723-6683 (7am-5pm MT, M-F) or on the 24/7 Safety hotline at 1-303-808-9464. Safety will confirm with the clinic/doctor that you are cleared to leave the site. We are here to help you. Graebel does not want to lose any drivers due to confusion or misunderstanding of the regulation.

Safety-sensitive function – Means all time from the time a driver begins to work or is required to be in readiness to work until the time he is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

- 1) All time at an employer or shipper plant, terminal, facility or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved of duty by the employer;
- 2) All time inspecting equipment or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time; *or non-commercial vehicle while on duty;*
- 3) All time spent at the driving controls of a commercial motor vehicle in operation; *or non-commercial vehicle while on duty;*
- 4) All time, other than driving time, in or upon any commercial motor vehicle, *or non-commercial vehicle while on duty* except time spent resting in a sleeper berth (a sleeper berth conforming to the requirements of section 393.76 of the Federal Motor Carrier Safety Regulations)
- 5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and
- 6) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

DEFINITIONS, cont.

Substance Abuse Professional (SAP) – A licensed physician (Medical Doctor or Doctor of Osteopathy); or a licensed or certified psychologist, social worker, or employee assistance professional; or an addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol & Other Drug Abuse). All must have knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substances-related disorders.

TYPES OF TESTS REQUIRED

Note: Drivers will be tested for alcohol just before, during, or just after performing safety sensitive functions or other Graebel work duties. Drivers may be tested for controlled substances at any time.

1) Pre-employment Testing

Prior to the first time a driver performs safety-sensitive functions for Graebel, the driver must submit to a controlled substance test. The driver must not drive a vehicle or perform a safety-sensitive function until a “negative” test result has been received by Graebel Safety Department.

2) Random

Within a twelve-month period, Graebel will randomly select both CDL and Non-CDL drivers to be tested for controlled substances (minimum of 50% of the entire fleet) and for alcohol (minimum of 10% of the entire fleet). Selection is conducted by a neutral, non-Graebel source. It is possible a driver may not be chosen at all during the entire year, or may be chosen several times.

Once a driver is notified to submit to a random test, he must proceed immediately to a Graebel qualified collection site. Failure to arrive at the collection site in a timely manner will be considered a “refusal” to test.

NOTE: Random testing applies to all drivers, both CDL and Non-CDL.

NOTE: Individual's who are off work due to temporary illness, injury or vacation will be required to submit to a drug test if selected.

3) Post-Accident

D.O.T. TEST – D.O.T. regulations require that a post-accident drug and alcohol test be obtained when a driver becomes involved in an accident while driving a vehicle in Graebel service that requires the driver to possess a CDL license and the accident resulted in any one of the following:

- a) A fatality
- b) **Bodily injury** requiring immediate treatment away from the accident scene and the Graebel driver was issued a **citation** for a moving traffic violation
- c) A **vehicle was towed** away from the accident scene and the Graebel driver was issued a **citation** for a moving traffic violation

NON-D.O.T. TEST – *Graebel company policy requires that drivers submit to a post-accident drug and alcohol test when the driver becomes involved in an accident while driving a vehicle in Graebel service and the accident resulted in any one of the following:*

- a) *Fatality.*
- b) *Bodily injury requiring immediate medical treatment.*
- c) *Vehicle towed away from the accident scene.*
- d) *Extensive damage to property.*

The post-accident drug and alcohol test must be completed **directly after the accident**. The driver must proceed to a collection site determined by Graebel.

If a driver refuses to submit to a test (see "Definitions - refuse to submit", page 5.2), he will be removed from all safety sensitive functions, including driving. A refusal to test will be treated as if the driver had a verified positive test. Therefore, it is critical that the driver remain readily available for testing and stay in contact with the Safety Department until the test has been arranged or it has been determined that a test is not required.

4) Reasonable Suspicion

Any driver who appears to be possibly under the influence of a controlled substance and/or alcohol will be required to submit to a reasonable suspicion test. The type of test to be performed (drug or alcohol) will be dictated by the behavior observed. A trained Graebel manager/supervisor who observes suspicious behavior in a driver that is based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of a driver, has the right and responsibility to require the driver to be tested. The driver will be accompanied to and from the testing site by the Graebel manager/supervisor.

TYPES OF TESTS REQUIRED, cont.

If the Graebel Safety Department receives credible information regarding a driver's possible use of controlled substances or alcohol that would be in violation of company policy, then Graebel policy will require that the driver submit to a non-D.O.T. drug and/or alcohol test.

The driver will not be allowed to perform any type of work for Graebel until a negative drug test result or alcohol test result below .02 BAC is received by the Graebel Safety Department.

5) Return to duty

A return to duty test is required for a driver who violated the drug or alcohol prohibitions listed in subpart B of Part 382 of the Federal Motor Carrier safety regulations and is returning to a safety-sensitive work function. A verified negative drug or alcohol test is required in order for the driver to return to performing a safety-sensitive function. The driver must also be evaluated by a substance abuse professional (SAP) who will determine if the driver has an abuse problem that requires participation in a treatment program.

6) Follow-up

Follow-up testing is required for a driver who has violated the drug or alcohol prohibition in Subpart B of part 382 of the Federal Motor Carrier Safety regulations and is returning to a safety-sensitive function after having completed a treatment program as required by an SAP. A minimum of six unannounced follow-up tests are required during the first year following return to a driving capacity. Follow-up testing may be conducted for up to five years from the date of the driver's return-to-duty at the carrier's option.

PROHIBITIONS

1) Alcohol concentration

No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.02 or greater.

2) On duty use

No driver shall use alcohol while performing safety-sensitive functions or *other Graebel work duty*.

3) Use following an accident

No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he undergoes a post-accident alcohol test, whichever occurs first.

4) Refusal to submit to a required alcohol or controlled substances test

No driver shall refuse to submit to a post-accident, a random, a reasonable suspicion, or a follow-up alcohol or controlled substances test

5) Controlled substances use.

a) No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions *or other Graebel work duty* when the driver uses any controlled substance, except when the use is pursuant to the instructions of a licensed medical practitioner who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a motor vehicle.

b) *Graebel Companies may require a driver to inform the company of any therapeutic drug use.*

Note: Using another person's prescription medication that is considered a controlled substance is a violation of D.O.T. regulation and Graebel policy.

7) Controlled substances testing.

No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.

A driver who violates any of the prohibitions above (except for having an alcohol BAC of .02 but less than .04) will be disqualified from Graebel service for a minimum of three years from the date of the positive test result.

POSITIVE TEST RESULTS

The following are considered a failure to pass the drug or alcohol test and will require that the driver be removed immediately from performing any work for Graebel:

Controlled substances

- 1) "Positive" test result
- 2) "Adulterated" test result (Considered as "Refusal to Test")

Driver will be disqualified from performing any work for Graebel for a minimum of three years from the date the positive result was determined. This also applies to any person attempting to qualify as a driver for Graebel.

Alcohol

- 1) Blood Alcohol Content (BAC) level of .02 but less than .04.

The driver will be disqualified immediately from driving and performing any safety sensitive functions for the following time periods:

1st offense – 30 days

2nd offensive – Disqualification for no less than three years

- 2) Blood Alcohol Content (BAC) of level of .04 or greater

1st offense – Driver will be immediately disqualified from performing any work for Graebel for a period of no less than three years from the date the test results were determined.

*2nd offense – Disqualification for a minimum of 5 years (for driving non-CDL vehicles);
Permanent disqualification (for driving CDL vehicles)*

REFUSAL TO SUBMIT TO A TEST

A driver who refuses to submit to a test (see Definitions, "Refusal to Submit"), or provide an appropriate specimen or who does not follow the required collection procedures will be considered to have refused to test.

1st offense – The driver will be removed from Graebel service for a minimum of three years

*2nd offense – Disqualification for a minimum of 5 years (for driving non-CDL vehicles);
Permanent disqualification (for driving CDL vehicles)*

SUBSTANCE ABUSE PROFESSIONAL (SAP)

At time of disqualification, a driver will be referred to a company approved Substance Abuse Professional (SAP). A SAP is a licensed physician (Medical Doctor or Doctor of Osteopathy), or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor (certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission) with knowledge of and clinical experience in the diagnosis and treatment of alcohol and controlled substance related disorder.

The SAP will assist the driver on recommended treatment and/or counseling if necessary. In order for a driver to be able to return to a safety sensitive position with any carrier, the driver must first meet the SAP's requirements.

All expenses for the SAP evaluation, recommended rehabilitation, and follow up testing will be the driver's responsibility.

RE-QUALIFICATION PROCEDURES

A driver or applicant who has been disqualified from or denied registration in Graebel service for a minimum of three years due to a violation of Graebel's drug and alcohol policy or violation of a previous employer's policy will be given an opportunity to re-apply for qualifications as a driver. The driver/applicant will be subject to the following conditions:

- 1) SAP Evaluation Treatment– Driver/applicant agrees to submit to a face-to-face assessment and clinical evaluation conducted by a Substance Abuse Professional (SAP) approved by Graebel. The SAP will require, at minimum, participation in a substance and/or alcohol abuse education/counseling program and, when necessary, an abuse treatment program.*

Driver/applicant must successfully complete all of requirements set forth by the SAP and then participate in a face-to-face follow-up assessment with the SAP. If approved by the SAP, the SAP will need to provide written documentation to Graebel that the driver/applicant is authorized to perform safety sensitive functions.

NOTE: Payment for these services will be the driver/applicant's responsibility.

- 2) Background Investigation – Driver/applicant must authorize Graebel to conduct an extensive personal character background investigation on himself to determine if drug and/or alcohol usage is part of the driver's lifestyle. The investigation will include interviews with people who live and work in the area where the driver/applicant resides. Also, police and court records will be reviewed to identify any previous or current criminal activity involving the driver/applicant.*

NOTE: All expenses for the background investigation are the responsibility of the driver/applicant. Depending on the state, county and city that must be investigated, the cost may vary from \$400 to \$850. The driver/applicant must pre-pay a \$500 deposit to initiate the investigation and agree to pay any remaining balance once the investigation is completed. Any overpayment will be refunded to the driver/applicant.

- 3) Return to Duty Test– Driver/applicant must submit to a "return to duty" drug and/or alcohol test and pass the test.*
- 4) Follow Up Tests & Aftercare – Driver/applicant agrees to comply with the follow up requirements of the SAP to include a minimum of 6 follow up tests during the first 12 months of the driver's qualification into Graebel service. The frequency and duration of the follow up tests could be greater if mandated by the SAP and could include continued education/counseling on substance and/or alcohol abuse.*

NOTE: Payment of these services will be the driver/applicant's responsibility.

Once the driver meets the above requirements and is qualified to drive in Graebel service, any future positive drug or alcohol test or refusal to test will result in the driver being immediately disqualified from performing work of any type in Graebel service. The period of disqualification will be indefinite unless otherwise decided by Graebel Management.

SUBSTANCE ABUSE – VOLUNTARY DISCLOSURE POLICY & PROCEDURES

Graebel has established a voluntary substance abuse disclosure program that is designed to encourage Graebel registered drivers to voluntarily disclose to proper Graebel management an alcohol or substance abuse problem, thus voluntarily disqualifying themselves from engaging in any safety sensitive function for Graebel Companies, Inc. while pursuing assistance with the abuse problem. The program is designed to protect the health, dignity and career opportunities of the driver who formally discloses an abuse problem.

NOTE: This policy is NOT applicable to a driver who has been notified of the requirement to submit to any type of drug and/or alcohol test required under this policy or who has been randomly selected for testing in the current month whether the driver claims to know of his random selection or not.

Any driver currently in Graebel service, meeting the applicability requirements, may confidentially report his substance and/or alcohol abuse problem directly to the Corporate Safety Management or to his Fleet or Operations Manager. By doing so, the driver temporarily disqualifies himself from performing any safety sensitive function for Graebel. Safety sensitive functions include activities relating to a vehicle used in commercial service such as driving, riding in the vehicle, loading/unloading, or assisting or supervising loading/unloading activities, and inspecting or servicing or repairing the vehicle. Driver will also be prohibited from operating any heavy duty machinery such as forklifts, trash or cardboard compactors, etc. Once a driver voluntarily discloses an abuse problem, the Graebel Corporate Safety department will refer the driver to a Substance Abuse Professional who will evaluate the driver's abuse situation and then determine an appropriate education and/or treatment program.

In order to return to performing safety sensitive functions in Graebel service the driver must comply with the following requirements:

- 1). Driver will be disqualified from Graebel service for a period of no less than 30 days instead of the normal three year period. The action will be officially recorded as "driver voluntarily terminated lease," or "employee took voluntary leave of absence." Because the driver has voluntarily come forth with his abuse problem, a personal background investigation will not be required.*
- 2). All information regarding the voluntary disclosure will be handled in a confidential manner only by Graebel personnel who are authorized to process the information.*
- 3). The driver must submit to a face-to-face evaluation with a Substance Abuse Professional (SAP) that has been pre-approved by the Graebel Safety Department. Driver must successfully complete an education and/or treatment program as directed by the SAP and then submit to a follow up face-to-face evaluation with the SAP to determine that the driver has satisfied the program requirements.*
- 4). The driver must submit to a "return to duty" test (drug and/or alcohol depending on the type of abuse that was determined by the SAP) and obtain a negative test result.*

SUBSTANCE ABUSE – VOLUNTARY DISCLOSURE POLICY & PROCEDURES, cont.

5). *The driver must agree to participate in a "follow up testing" program and submit to a minimum of 6 tests during the next 12 month period or more if required by the SAP.*

6). *All expenses for the SAP evaluations, treatment/rehabilitation/education programs, and additional drug and alcohol tests will be the responsibility of the driver. (Note; If the driver has health insurance coverage, some of these costs could possibly be covered by that insurance plan).*

Note: This program will be conducted as a "one time only" opportunity. If for any reason the driver fails in the "rehabilitation" or "after-care" program, he will be immediately disqualified from Graebel service.

DRUG TESTING PROCEDURES

Drugs to be Tested for:

- Marijuana
- Cocaine
- Amphetamines
- Opiates (Narcotics: heroin, morphine, etc.)
- Phencyclidine (PCP)

Specimen Collection Process

Upon proper notification, a driver will immediately proceed to a collection site that is a Graebel approved clinic or medical facility. Driver must provide the clinic with photo identification to assure positive identity of person submitting urine specimen.

Driver removes all outer garments and washes hands in the presence of the collection person before urinating. Driver is given a collection container and then allowed to provide urine specimen in privacy. Driver then returns the collection container to the collection person. In the presence of the driver, the urine specimens are inspected by collection site person to check for possible tampering or alteration. The specimen is then poured into two separate containers. One container is the "Primary" specimen and the other is the "Split" specimen (Split specimen testing is explained on page 6.14). Both urine containers are then sealed and labeled.

After the driver initials the completed labels, he or she is given a Chain of Custody form and asked to read and sign statement on form verifying that the specimens collected is his. The Chain of Custody form is then completed by the collection site person in the presence of the driver. The urine specimens and completed forms are placed into a tamper-proof container and express mailed to a Graebel approved laboratory for testing.

Specimen Testing Procedure

Assuring that the specimen was not tampered with and that the Chain of Custody Form and the Control Form were completed correctly, the urine specimens are received by the laboratory and are immediately issued their own control number. An initial screening test is performed on the primary sample called the EMIT Assay Test. If this test shows a negative result, the specimen does not contain any illegal drugs. If this test is positive for drugs, a confirmation test is required for each drug identified in the screening test.

The confirmation test is called the Gas Chromatography/Mass Spectrometry (GC/MS) test. This method precisely identifies all drugs which may be present in the specimen.

The laboratory reports all negative and positive results directly to a Medical Review Officer (MRO) and not to Graebel.

DRUG TESTING PROCEDURES, cont.

Role of the Medical Review Officer (MRO)

The MRO is a licensed physician who possesses knowledge of substance abuse disorders. The role of the MRO is to review and interpret all positive test results to determine if the driver was legally or illegally using the drug detected during the test process.

A driver who tests positive will be contacted by the MRO and given an opportunity to discuss the test results. If necessary, the MRO will conduct a medical interview and review of the driver's medical history and any relevant biomedical factors. Based on the information obtained, The MRO will either confirm the positive test result, order a re-analysis of the original urine specimen, or declare there is a legitimate medical explanation for the positive test result which would make the test a negative result.

If the driver fails to contact the MRO within 72 hours from the time of notification, the MRO has no choice but to notify the carrier that the test result was verified positive. Obviously, it is to the driver's benefit to talk with the MRO when requested.

If the primary test sample is positive, the MRO will inform the driver that he has 72 hours to request a test of the split specimen.

Split Specimen Testing

If a driver chooses to have the split specimen also tested, the following criteria must be met within 72 hours of notification from the MRO on the positive result of the primary test sample:

- 1) The notification to the MRO must be in written correspondence. It must contain the driver's name, driver's social security number, date and time of primary test sample positive notification from the MRO, and statement requesting the split sample to be tested.
- 2) *The driver is responsible for the cost of the split sample testing. Depending on the approved laboratory the split sample is sent to, the cost could range from approximately \$150 to \$250. If the split sample test result is negative there will be no cost to the driver.*

Note: If a driver does choose to have the split sample tested, it is important to understand that D.O.T. mandates the carrier's reaction to the positive result on the primary test sample does not change. The action required by D.O.T. as a result of a positive drug test is not delayed while waiting for the result of the split specimen test. The driver must be removed from a driving capacity. Only a negative result of the split sample test will change this D.O.T. regulated procedure.

Negative Test - Diluted

If the MRO reports a test result as "Negative - dilute" or "Negative - possibly dilute", Graebel policy will require that the driver **immediately** submits to a second drug test. The driver will be **directly observed or not observed** as directed by the MRO per criteria listed in part 40.155 subpart G of the Federal Motor Carrier Safety Regulations. If the result of the second test is noted as diluted, a third test will not be conducted.

ALCOHOL TESTING PROCESS

Upon proper notification, a driver will immediately proceed to an alcohol-testing site that is a Graebel approved clinic or medical facility. Drivers must provide the clinic with photo identification to assure positive identity of person submitting to a breath analysis.

The procedures for alcohol testing are not nearly as comprehensive as those for controlled substances. Alcohol testing, unlike other controlled substances testing does not involve complicated and expensive chemical tests. The alcohol testing also does not involve a laboratory or Medical Review Officer (MRO), since the results of the alcohol test are obtained immediately from a computerized instrument known as a Breathalyzer.

A Breath Alcohol Technician (BAT) will administer the test. A BAT has been properly trained the administration and interpretation of the alcohol breath testing procedures.

The driver will first be requested to complete their portion of the Breath Alcohol Testing Form. This is the paperwork that corresponds to the drivers breath analysis.

Testing Procedure

To take an alcohol breath test, a driver will simply be required to blow into a tube connected to the Breathalyzer. The driver's breath travels through the Breathalyzer within minutes the computer will analyze the breath sample and provide the BAT with a read-out as to what alcohol concentration, if any, is in the sample.

If the Breathalyzer indicates a blood alcohol concentration of 0.02 or higher, the driver will be asked to take a second Breathalyzer test. The first test is called a screening test. The second test is referred to as a confirmation test. A confirmation test will be administered if the screening test indicates a blood alcohol concentration of 0.02 or higher.

If the confirmation test confirms a blood alcohol concentration of 0.02 or greater but less than 0.04, the regulations require that the driver is not to be permitted to perform any safety-sensitive function (See "Positive Test Results" on page 6.8).

If the confirmation tests conforms a blood alcohol concentration level of 0.04 or higher, the regulations require that the driver is not permitted to perform any safety-sensitive function and that the driver is referred to a substance abuse professional (SAP) for evaluation (See "Positive Test Results" on page 6.8 and "Re-qualification Procedures" on page 6.10).

RECOGNIZING SUBSTANCE ABUSE

MARIJUANA

Type of Drug: Cannabinoid. It has properties of both a depressant and hallucinogen. Slang name: Pot, dope, grass, weed, herb, hash, joint.

Desired Effect: Users smoke marijuana to "get high."

Effect on Driving Performance: Since marijuana may produce strange illusions in the user, a driver may not be able to distinguish between what's real and what's imaginary. A marijuana user's panic reactions may result in over steering and turnover of a vehicle. The euphoric state that marijuana users experience alters reality. In general, this altered state is not conducive to safe driving.

Methods of Use: Marijuana is smoked by various methods.

Mental Effects: Euphoria (feeling of well-being), anxiety, dream like fantasies, distortion of sense of time and space, panic reactions, impaired short-term memory.

Physical Effects: "Blood shot" eyes, reflexes slower than normal, dry mouth, accelerated heartbeat, altered perception, reduced concentration and coordination, hunger, laughter, possible abnormal walking patten and inappropriate interactions (e.g. speech, behavior with others). Long-term, regular use of marijuana can irritate the respiratory tract and can produce lung and bronchial disease.

Addiction Level: Dependence producing.

Approximate Detection Time: Occasional use can be detected up to one week after last use. Chronic use can result in detection 3 to 4 weeks after last use.

OPIATES

Type of Drug: Opiates are narcotic, depressant, analgesic agents. They are the class of drugs derived from morphine and other opium compounds. There are many of these compounds and, in general, they all produce similar effects. In some states, codeine can be obtained legally over the counter (without a prescription) in certain cough mixtures.

Type of Opiates: heroin, morphine, codeine, oxycodone (Percodan), hydromophone (Dilaudid) and opium. **Desired Effect:** Users take opiates for the feeling of well being (lack of cares and concerns) it produces.

Effect on Driving Performance: An opiate user isn't likely to be concerned about performing the job safely while under the influence, the user is in a depressed, slow moving state. And, because of these slowed reflexes, the user isn't able to react as a person not under the influence would.

Methods of Use: Opiates can be smoked, ingested or injected. **Mental Effects:** Stupor, euphoria (feeling of well being).

Physical Effects: Depressed breathing and heartbeat, drowsiness, uncoordinated movements, constricted (pinpoint) pupils, reflexes slower than normal, relief of pain, suppression of the brain's cough center, stimulation of the vomiting center, relaxation and slurred speech. Large doses can cause nausea and vomiting. Overdoses can stop a person's breathing, resulting in death.

Addiction Level: Opiates are highly addictive. The addict is consumed with thinking about where he/she might get more of the drug. **Approximate Reaction Time:** Up to 2 days after last use.

COCAINE

Type of Drug: Cocaine is a stimulant that affects the central nervous system. It is derived from coca, a shrub native to South America. **Slang Name:** Coke, crack, rock, base.

Desired Effect: Users take cocaine to get a very fast intense high. It brings a feeling of confidence, power and control.

Effect on Driving Performance: Since cocaine causes the user to feel powerful and in control, a driver under the influence of cocaine would be likely to run others off the road, tailgate and speed. The feeling of strength is mixed with feelings of paranoia. Hence, behavior is erratic and unpredictable.

Methods of Use: Cocaine, in its powder form, is snorted, shot intravenously, eaten or smoked. In its rock form, as crack, it is smoked.

Mental Effects: Confusion, paranoia, hallucinations, impulsive behavior, argumentative, alertness, mood elevation, feelings of power and control.

Physical Effects: Dilated (wide) pupils, sweating, tremors, increased blood pressure, loss of appetite, talkativeness, restlessness, agitated behavior.

Addiction Level: Because of the high that cocaine users experience, the drug is extremely addicting. The user craves that high feeling and is likely to be preoccupied with experiencing it again and again. A cocaine user always requires more and more of the drug to experience that high feeling.

Approximate Detection Time: Up to 2 days after last use.

RECOGNIZING SUBSTANCE ABUSE, cont.

AMPHETAMINES

Type of Drug: Amphetamines are stimulants that effect the central nervous system. These synthetic stimulants' chemical structures resemble those of adrenaline and noradrenaline, the body's own "stimulants."

Slang Names: Speed, uppers, crank, bam, bennies, black beauties, crystal and dexies.

Desired Effect: Users take amphetamines to stay awake.

Effects of Driving Performance: A user under the influence of amphetamines is under a false sense of alertness. Once the drug wears off, the user enters an extremely fatigued state.

Methods of Use: Amphetamines can be taken orally, intravenously or snorted through the nose.

Mental Effects: Confusion, paranoia, hallucinations, impulsive behavior, argumentative, alertness, mood elevation.

Physical Effects: Dilated (wide) pupils, sweating, tremors, increased blood pressure, loss of appetite, talkativeness, restlessness, agitated and belligerent behavior.

Addiction Level: Highly addictive, the addiction level is similar in many respects to cocaine.

Approximate Detection Time: Up to 2 days after last use.

PHENCYCLIDINE (PCP)

Type of Drug: PCP is a hallucinogenic drug. It was invented in a pharmaceutical laboratory in the late 1950's and marketed as a surgical anesthetic. But, when it was used, patients reported hallucinogenic reactions. In 1965, PCP was discontinued for use in humans. It is still used in animal dart guns.

Slang Name: Angel dust (in its powder form).

Desired Effect: Used to experience its hallucinogenic effects.

Effect on Driving Performance: Under the influence of PCP, a user is hallucinating and simply isn't in touch with reality. There is no way to react to, or anticipate, hazardous situations.

Methods of Use: PCP comes in pills and powder form. The powder form can be sprinkled on marijuana joints or it can be dissolved and sprayed on other substances. Angel dust can be snorted or injected.

Mental Effects: Euphoria (feeling of well being), anxiety or panic, paranoia, hallucinations, distortion of a sense of time and space, altered perceptions, focus on detail and loss of contact with reality (disorganization of thinking).

Physical Effects: Drooling, Blank stare and memory loss, staggering, drunk like walk, violent behavior, decreased sensitivity to pain, robot like movements, nausea and convulsions. Overdose can result in coma and even death.

Addiction Level: Dependence producing.

Approximate Detection Time: Up to 1 week after last use. Chronic use, 2 to 3 weeks.

ALCOHOL IMPAIRMENT

Drivers who operate vehicles in commercial service are subject to tough standards regarding blood alcohol content (BAC) levels. A mere BAC level of .02 will require, at minimum, that the driver be removed from performing any safety sensitive functions for 24 hours.

Two primary factors that affect a person's level of intoxication are, the amount of time in which the alcohol is consumed, and the person body weight. The chart below shows the approximate BAC level a person will have based on the number of alcoholic beverages consumed in a one-hour period. Coffee and cold showers have no impact on reducing the BAC level, just creates a "wide awake" drunk. To remove the alcohol from your system, your body requires time to process the alcohol. For the average size person this process will take about one hour to completely eliminate each alcoholic beverage consumed which means one 12 ounce can of beer, or one shot of hard liquor (80 proof), or one 5 ounce glass of wine. If you went out drinking last night, how many hours will it take for your body to reduce the BAC level to below .02?

BAC CHART								
APPROXIMATE BLOOD ALCOHOL PERCENTAGE								
DRINKS	BODY WEIGHT IN POUNDS							
	100	120	140	160	180	200	220	240
1	0.04	0.03	0.03	0.03	0.02	0.02	0.02	0.02
2	0.08	0.06	0.05	0.05	0.04	0.04	0.03	0.03
3	0.11	0.09	0.08	0.07	0.06	0.05	0.05	0.05
4	0.15	0.12	0.11	0.09	0.08	0.08	0.07	0.06
5	0.19	0.16	0.13	0.12	0.11	0.09	0.09	0.08
6	0.23	0.19	0.16	0.14	0.13	0.11	0.11	0.09
7	0.26	0.22	0.19	0.16	0.15	0.13	0.12	0.11

Penalties

The penalties for driving under the influence (DUI), of alcohol in a commercial motor vehicle that requires a CDL license are severe.

First conviction – *THREE-YEAR* loss of license

Second conviction – *LIFETIME* loss of license



RECEIPT - DRUG & ALCOHOL TEST POLICY FOR DRIVERS

Every person who is registered with Graebel Companies to drive a motor vehicle in Graebel production service will be required to participate in and comply with Graebel Companies Drug and Alcohol Testing Program for drivers.

You have given a copy of the Graebel Drug & Alcohol Testing Policy for drivers. It will be your responsibility to review the policy and seek answers to any questions you have regarding the policy. Direct your questions to your Fleet Manager or contact the Graebel Companies corporate Safety department at 800-723-6683.

I acknowledge that I have received a copy of the Graebel Drug & Alcohol Testing Policy for drivers.

DRIVER NAME: (print) _____ AGENT #: _____

DRIVER SIGNATURE: _____ DATE: _____

DRIVER: Return your signed form to your Operations Manager.

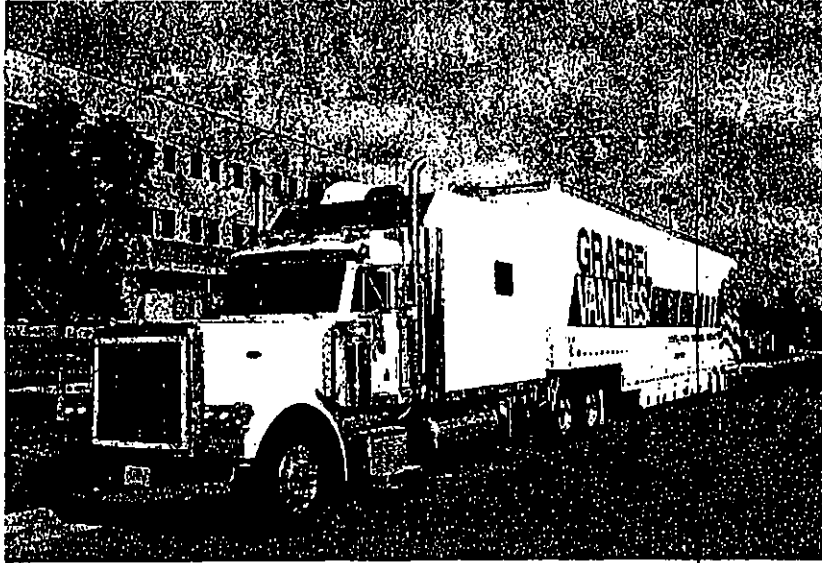
OPERATIONS MANAGER: Send original to Graebel Safety department and retain a copy in the driver's qualification file.

(Policy 09/09)

SO WHAT IF I GOT DRUNK LAST NIGHT, I'M OKAY NOW

If at 2:00 am, a driver goes to bed intoxicated with a blood alcohol reading of .25 and alcohol leaves the blood at .015 per hour, let's see what happens to the driver the next morning.

<u>Time</u>	<u>Activity</u>	<u>Blood/Alcohol</u>
2:00 am	Goes to bed	.250
3:00 am	Sleeping	.235
4:00 am	Sleeping	.220
5:00 am	Sleeping	.205
6:00 am	Gets up for work	.190
7:00 am	Wonders why keys don't fit the car	.175
8:00 am	At work	.160
9:00 am	Spills coffee	.145
10:00 am	Still legally intoxicated	.130
11:00 am	Trips and stumbles	.115
Noon	Still legally intoxicated.	.100
4:00 pm	Still not qualified to drive	.040
5:00 pm	Still not qualified to drive	.025



Chapter 7

Customer Service

RECEIVED

DEC - 3 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

CUSTOMER SERVICE

Graebel's growth and success depends primarily on how well we perform all of the services we each provide for every relocation thus exceeding the expectations of each transferee. Good planning and consistent execution of required procedures will ensure continued customer satisfaction and our ability to grow and provide ongoing opportunity for all Graebel associates.

Role of the driver

Graebel drivers and their helpers have a key role in ensuring our customer's satisfaction. To ensure a *quality move every time*, it is critical that our drivers, Customer Service Coordinators, and Operations personnel all follow the procedures required by Graebel including timely communication regarding move status, changes and needs. The driver needs to be a problem solver when issues or special requests arise and seek assistance from the Operations department when needed.



GRAEBEL CUSTOMER SERVICE – SHARED SERVICES GROUP AND MOVING & STORAGE GROUP

Graebel has reorganized Customer Service. We currently have four Customer Service Centers located at the following offices: Wausau Corporate, Chicago, Atlanta and Houston. There is also a small group on-site at Altair, a Third Party Graebel client. The groups at these four offices coordinate most of Graebel's corporate relocations on behalf of the Graebel branch offices. It's important for drivers to read their paperwork to determine the location of their coordinator in the event they would need to reach him or her. Shared Services coordinators will place their phone number and where to reach them in Dispatch Remarks on the Service Order, until Graebel paperwork is revised to show their location. The new paperwork is currently in testing and will be available soon.

The Move Process

The CSC is the designated representative and the main point of contact for the transferee throughout the relocation. The process begins with completing a Premove Consultation with the transferee. In the Premove call, the CSC provides detailed information on the move process, sets expectations and discusses the move policy requirements, given by the client. The CSC will also obtain important information to assist the surveyor in determining the size of the shipment and the service needs of the transferee. This move information is entered into the Graebel Household Goods system. The CSC will email/mail an introductory letter, welcoming the transferee to Graebel and include Helpful Reminders as reference.

The Origin Agent Coordinator (OAC) retrieves the move detail to forward to the surveyor so a survey appointment can be scheduled and completed. The survey results are entered into the estimate form by the OAC. Customer Service will review the survey results and provide the client and/or transferee an estimate. The CSC will schedule dates based on the current transit guide. Any dates outside of Graebel guidelines requires approval from Central Dispatch/Carrier Operations unless the contract dictates otherwise. The CSA or CSC will email/mail a Move Confirmation Letter to the transferee confirming the dates in writing. The move is "registered," which means the order is placed onto the Central Dispatch electronic rack so they may begin planning a driver assignment. Detailed information on the move is provided to the driver at time of trip acceptance.

The CSC will continue to communicate with the transferee during the relocation.

- ★ **72 Hour Move Confirmation Call:** Sets expectations for the pack, load, and delivery process. Also reconfirms customer responsibilities to complete prior to our crew's arrival.
- ★ **Pack Day Satisfaction Call:** Confirming satisfaction level with the transferee, speaks with lead packer to ensure services are provided within Graebel standards and identifies any issues, or if additional service approvals are required or requested.
- ★ **Load Day Satisfaction Call:** CSC confirms satisfaction level with transferee, speaks to the driver to ensure services are provided within Graebel standards, and identifies any issues or if additional service approvals are required or requested.
- ★ **Delivery Day Satisfaction Call:** CSC Confirms satisfaction level with the transferee, speaks to the driver to ensure completion of service provided within Graebel standards and identifies any issues or if additional service approvals are required or requested.
- ★ **48-Hour Follow-Up:** Brings closure to the move, addressing any final issues or concerns, ensuring service completion. The CSC will explain the claim process as required and if needed initiate the emergency claim.

DRIVER EXPECTATIONS

We are much more than a household goods mover. We are moving families, memories, and years of hard work wrapped into the items we move for each transferee. It takes team effort from customer/account, transferees, our customer service coordinators, and each service provider. Move information must be complete, accurate and timely to make each move the best move ever. With the Graebel Move Process in place, we're achieving this goal every day. To be successful, follow these guidelines:

The 3 C's

- ★ **CARE** – Listen to your customer, empathize, appreciate the stress your customer is experiencing, apprehension, excitement and challenge. Demonstrate your understanding... **YOU'RE MOVING A FAMILY!** Strive to bring their goods to the final destination without a scratch.
- ★ **COMMUNICATION** – Communication is a critical element in the overall satisfaction of a move. The transferee needs to hear from you on your scheduled calls, prior to loading and delivery. While at residence take time with the transferee and answer their questions and put concerns to rest. When the coordinator asks to speak with you on load and delivery day answer all questions completely. Operations must hear from you daily; provide them with the updates to your trip information. Be organized with your shipments and provide good information so it can be communicated within our system.
- ★ **COMMITMENT** – Your commitment to quality service and exceeding customer expectations brings you to the forefront of success.

Be Prepared

- ★ All shipment information should be given to you by Central Dispatch prior to your arrival at residence.
- ★ Have appropriate equipment, tools, supplies, and labor to complete the move.
- ★ When arranging for labor, give the branch office 48 hours advance notice of the number of helpers needed to load the shipment during normal work hours.
- ★ Our standard workday is from 8 a.m. – 5 p.m.
- ★ The paperwork will be at the residence unless otherwise instructed.
- ★ Driver and crew should arrive on time and in complete uniform (navy blue work pants, not jeans or sweatpants, and a shirt with the Graebel logo), with a clean truck both inside and out.
- ★ You are responsible to shrink-wrap all upholstered furniture, so keep enough on hand. Have enough protective material available to properly protect the residence, i.e., banisters, door-jams, and flooring etc.
- ★ Allow enough time to properly inventory, dismantle, and load the items.

Communication

- ★ All date changes must be approved by Central Dispatch prior to making any commitments to the Customer Service Coordinator. Central Dispatch will communicate and document any approved date changes to the Customer Service Coordinator.
- ★ The driver is responsible to contact the transferee no later than 24 hours prior to the first agreed service date.
- ★ Arrive at the expected time. If you will be delayed, call the transferee and give them a reasonable expectation of arrival. Also advise Central Dispatch of your location and your estimated time of arrival.
- ★ Introduce yourself and your crew displaying a positive, friendly, enthusiastic approach.
- ★ Walk through the residence in the beginning and at the end of the day with the transferee.
- ★ Explain the inventory process to the transferee.
- ★ Review the paperwork and the services required. If any services are needed and not listed, call for approval prior to servicing and obtain a Service ID number from operations.
- ★ Provide copies of the inventories to the transferee at origin once signed.
- ★ Obtain a contact number to reach the transferee to confirm delivery prior to leaving residence on load day. Review numbers provided on paperwork to ensure transferee can be reached.
- ★ The driver is responsible to call the transferee no later than 24 hours before actual delivery.

- ★ Upon delivery, ask the transferee to complete the check off process on the Inventory Control Form(s). Any changes to the actual condition of the box or any items missing or damaged should be noted on the inventory with their carbon copy inserted into the packet. The customer **must** be given the opportunity to identify damages, missing, and/or crushed carton(s). Give the transferee their copy of the Inventory Control Form(s) and completed inventories. Please see Chapters 15 & 16 for additional information surrounding the delivery process.



- ★ If transferee does not check off, it is the driver's responsibility to do so.
- ★ The driver must obtain the transferee's signature on all paperwork. **A critical requirement is that the Bill of Lading's valuation box must include in the transferee's own handwriting the declared valuation amount of their household goods along with their signature and date.** It's important the driver *NEVER* advises the transferee of what amount to put in that field. The amount should match what was agreed to by the transferee on the estimate. Any questions, the driver should ask the transferee to reach out to their CSC.

Ownership

Take ownership on every move situation. You were selected to be on the Graebel Team because of your professionalism, experience, and commitment to customer service.

- ★ If items are not completed as you expected, finish the job right and if a Third Party Service is required, call Central Dispatch to advise.
- ★ Lead, direct, and coach your crew. Do not rush the transferee or your crew. Customers, when rushed, perceive there is a lack of care and concern for their belongings.
- ★ If there is an issue with the packers or your crew, be very discrete when and where you advise operations of your situation. Do not express to the transferee any negative comments about the packers or your crew. Do not place blame, instead obtain the facts and advise Central Dispatch and work through the issues.
- ★ Properly place and inventory the location of parts/hardware of disassembled items appropriately. Use parts bags and a parts box. Place mirrors back on dressers if the mirror is not crated.
- ★ Identify Welcome Home cartons, which may consist of 1 dishpack, 4 other cartons of the transferee's choice and all mattress cartons; provide the service at destination accordingly. Do not leave origin or destination until you know all is complete and/or service providers are scheduled. Remember, "Commitments Made, Commitments Kept.™"

LOAD DAY SATISFACTION CALL

(call after 10:00 a.m. and before noon)

Questions to transferee:

1. The driver's actual arrival time was _____?
2. How many crew members are present?
3. Were you introduced to all crew members?
4. Are you participating in the inventory process?
5. Confirm / Reconfirm: Destination address, cross streets, phone numbers, and en route contact information:
6. Confirm / Reconfirm - Delivery spread and availability requirements at destination (Do not confirm delivery date-unless date has been "Confirmed" in the trip screen).
7. Confirm destination service requirements.
8. Do you have any questions or concerns at this point?

Questions to driver:

1. Do you have adequate labor to finish before 6:00 p.m.?
2. Are there services needed not identified on the CSO?
3. Is there anything significantly different from what appears on the CSO?
4. Is there anything I can help you with?
5. If Storage w/Extra-stop: How has the shipper separated items destined for the extra stop? Are you inventorying those items separately?
6. Observations/Comments:

DELIVERY DAY SATISFACTION CALL

(call after 10:00 a.m. and before noon)

Questions to transferee:

1. The crew's actual arrival time was _____?
2. How many crew members are present?
3. Were you introduced to all crew members?
4. Are you participating in the check off process?
5. Do you have any questions or concerns at this point?
6. Confirm Destination Services schedule.
7. Remind shipper that notification of auto damage must take place within 48 hrs (if appropriate)

Questions to driver:

1. Confirm that Welcome Home® Service is being performed.
2. Do you have adequate labor to finish before 6:00 p.m.?
3. Are there services needed not identified on the CSO?
Is there anything significantly different from what appears on the CSO?
Is there anything I can help you with?
4. If Storage with Extra-stop: Are there any issues regarding the delivery of the extra stop or storage that I should know about?
5. Confirm: a) All disassembled items will be reassembled; b) Plan for dresser mirrors replaced (driver or unpackers); c) Plan for appliance hookup
6. Observations/Comments:

RESIDENTIAL REQUIREMENTS

Graebel's residential business continues to grow. We have a residential process in place that all Graebel service providers must follow. Realize under the residential umbrella, this will include COD and One-Time National Account Customers. One-Time National Account Customers are those that we do not have a contract with, but their credit allows us to invoice for the move. Corporate clients that extend their contract terms to their retirees also move as "COD" and must follow the residential process.

In recent years, the D.O.T. established New Consumer Regulations to protect those customers who do not have contracts and are using professional moving companies. If a carrier does not work within those guidelines, it will be subject to fines and penalties, so it's vital the process be followed. Your Operations Manager should provide you a copy of the regulations, it is also found on Inside Graebel, Customer Service, Forms and Resources for your reference.

Please keep in mind that every customer must sign the paperwork. The Bill of Lading has the blue shaded box where the type of valuation is specified. It is critical the customer write, in their own handwriting, on the Bill of Lading the type of valuation and the amount they have chosen. They must sign and date inside the box and at the bottom of the Bill of Lading.

Single Point of Contact (aka SPOC)

Single Point of Contact is a level of service communication provided by our third party relocation customers to the transferee. They assign one of their representatives to be a single point of contact (SPOC), or the main contact person with the transferee throughout the entire move. This means the Graebel CSC is not permitted to speak directly to the transferee, and our service agents are not allowed to talk to the transferee, other than the driver. The service agents must go through the Graebel CSC and the Graebel CSC will update the single point person with the move details. All communication goes through the assigned SPOC at the third party relocation company. It is a little confusing to the servicing agents, but the transferee appreciates not hearing from so many people on their move. That's the added value, less stress on the transferee because they talk to only one person for the majority of the move communication. Currently, Move Management, Inc., our third party relocation company, has several clients that require single point of contact, i.e. T-Mobile and Amazon.

As a driver you have permission to talk to the transferee to confirm your arrival time at origin and destination. Failure to make this communication timely will be considered a service failure with you. You are expected to greet the transferee upon your arrival, make introductions, review paperwork, obtain the transferee's signatures and complete your walk through with the transferee as you would normally. You do not have permission to reschedule any date or service with the transferee directly. Please notify dispatch of your conflict with the schedule and advise the Graebel CSC. The coordinator will work with the SPOC to see if the transferee has any flexibility to make changes in the schedule.

Since the CSC cannot call the transferee directly, they will be calling the driver's cell phone, making their load and delivery calls with you. Give the CSC the needed time, and advise them at time of service of any additional service approvals you may need. Failure to do so could result in non-payment for those additional services. Good, prompt communication is critical for these moves to be successful.

RESIDENTIAL REQUIREMENTS, cont.

In your paperwork, the following sheet should be included. If it is not, please ask for a completed sheet, listing the CSCs and the Raters, name, agent and phone number.

**ATTENTION DRIVER!!
THIS IS A COD MOVE!!**

Shipper: _____ Move ID# _____

Coordinator: _____ Agent # _____ Phone: _____

Rating Contact: _____ Agent #: _____ Phone: _____

MAKE SURE YOU HAVE THE FOLLOWING WITH YOUR PAPERWORK:

<input checked="" type="checkbox"/> Copy of CSO	<input checked="" type="checkbox"/> ASP
<input checked="" type="checkbox"/> Copy of Estimate – (signed)	<input checked="" type="checkbox"/> Pre-existing Residence
<input checked="" type="checkbox"/> Copy of In Home Survey Fact Sheet	<input checked="" type="checkbox"/> Damage Form
<input checked="" type="checkbox"/> Copy of Cube Sheet	<input checked="" type="checkbox"/> Inventory
<input checked="" type="checkbox"/> Completed Order for Service (signed)	<input checked="" type="checkbox"/> Parts Bag
<input checked="" type="checkbox"/> FBR (Distribution)	<input checked="" type="checkbox"/> Branch Evaluation
<input checked="" type="checkbox"/> Bill of Lading	<input checked="" type="checkbox"/> Change Order form
<input checked="" type="checkbox"/> Credit Card Form	

IF YOU FEEL THE SHIPMENT WEIGHT/CHARGES WILL GO OVER:

- Compare Cube Sheet with actual inventory – pay close attention to items noted as "Not to be Shipped"
- Contact Central Dispatch early AM with pack and piece count
- Dispatch will issue a Comp # - write on paperwork
- Dispatch will advise O/A they have 1 hour to provide further direction.
- Loading should **NOT** begin until a determination is made
- Services required, but not on estimate, **MUST** be approved by coordinator

PRIOR TO LOADING:

- Call the CSC for any service not on the CSO **BEFORE** performing, request the "Service ID" number from the CSC and write it on your ASP.
- Prior to delivery, but no later than noon the day following load, you **MUST** call booker/rating contact with gross and tare weights, along with services performed for rating
- Booker will include destination services as they are known so customer can be advised of total amount due
- Booker will advise you of the collection amount and how to expect payment
- **Be advised that you are 100% responsible for the collection of all monies due!**
- You must contact your office or Central Dispatch 24 hours before delivery to reconfirm the \$\$ collection, if any, at destination.
- If unforeseen services are required at destination – call booker immediately to determine collection amount and method of payment.

RESIDENTIAL REQUIREMENTS, cont.

The following driver standards regarding residential shipments must be followed.

GRAEBEL RESIDENTIAL SHIPMENT DRIVER STANDARDS

The following guidelines that must be followed by the Independent Contractor when hauling shipments that are classified as Residential/C.O.D. (collect on delivery).

1. Obtain Weights on Shipments

Residential/C.O.D. shipments must be weighed, regardless if they are guaranteed or not.

2. Acquire the C.O.D. Amount to be Collected

It is the driver's responsibility to get the shipment rated after the weights are obtained on the C.O.D. shipment.

To get the shipment rated:

Contact the Rating Person at the Booking Agent and provide the following information in order to establish the C.O.D. amount:

- a. Weight of the shipment
- b. All origin services performed
- c. All destination services performed

3. Collect the C.O.D. Amount

Before unloading the shipment, the Independent Contractor must collect the C.O.D. amount. After this amount is collected, the Independent Contractor should note on the Bill of Lading that he collected the funds and the amount that he collected. This payment should be included with the shipment paperwork that the Independent Contractor forwards for compensation.

Payment by Check or Credit Card:

Payment by check or credit card must be approved by the booker. If the transferee paid for the shipment by check write the check number on the bottom of the Bill of Lading.

Payment by Cash:

Convert any cash received to a bank draft or money order. **** Do not send cash to Graebel**** The Independent Contractor should then include a note or receipt from the branch with his/her paperwork, when he sends it in to his branch for compensation, that the C.O.D. payment has collected cash and deposited with the Graebel office (identify which office deposited the money).

*** It is a breach of the Independent Contractor's agreement to keep the money. The IC, however, can convert the cash into a money order and remit the money order with his shipment paperwork.*

4. Uncollected C.O.D.s

Any uncollected C.O.D. amounts for services performed may be charged back to the Independent Contractor's account if the Booking Agent is unable to collect for services performed.

5. National Account Moves

Many National Account moves require that certain services that are performed be C.O.D. To identify which services are C.O.D., and the amount to collect, the Independent Contractor should check the *Authorization Service Summary* (this form is included with the Bill of Lading generated by the Origin Agent), GVL and/or local dispatch. If the Independent Contractor performs the C.O.D. service, he is responsible for collecting that amount or risk not being compensated for that service.

RESIDENTIAL REQUIREMENTS, cont.

Communication is critical with the transferee and booking office. The following call forms are used by the CSC. When they ask to talk to you, please take a moment and answer their questions completely. Since you may be asked to pack on occasion, the call forms have been included.

GRAEBEL RESIDENTIAL PACK CONFIRMATION CALL

For the Relocation of: _____
Delivery Date: _____ Move ID # _____
Time of Call (must be after 10:00 a.m. and before Noon): _____

1. The packers' actual arrival time was _____
2. How many packers are present? _____
3. Were you introduced to all crew members? YES NO
4. (If applicable): Have you selected your Welcome Home items? YES NO
(CSC FYI: Welcome Home applies on shipments 5,000 # + unpack carrier packed cartons, 1 dish, 4 additional carrier packed cartons of choice, and of carrier packed mattress cartons)

Alert: If the shipment is being APU'd, small shipments one day loading, or shuttle to dock by local office, be careful not to provide false expectations to the customer. Before calling, confirm with the local dispatcher if the pack crew will also be the loading crew:
Script: A local crew will bring your goods back to our warehouse, as our driver will be arriving at a later time to load your shipment. The loading crew can not discuss delivery dates with you; the driver is responsible to confirm the delivery date with you directly. He should confirm with you no later than 24hrs prior to the delivery date.

5. Do you have any questions or concerns at this point? _____

Request to speak with the lead packer

6. Confirm that Parts Box is being used and is listed first on the inventory.
7. Do you have adequate labor to finish before 6:00 p.m.? _____

8. Are there services needed not identified on the CSO which need to be addressed with this customer? _____
Is there anything significantly different from what appears on the CSO? _____

9. Please turn in your paperwork promptly for this COD move so actual charges may be calculated.
Do you have any questions? _____
10. If Storage w/Extra-stop: How has the shipper separated items destined for the extra stop?
11. Are you inventorying those items separately? _____

Observations/Comments:

GRAEBEL RESIDENTIAL LOAD CONFIRMATION CALL

For the Relocation of: _____
 Delivery Date: _____ Move ID # _____
 Time of Call (must be after 10:00 a.m. and before Noon): _____

12. The driver's actual arrival time was _____

13. How many crew members are present? _____

14. Were you introduced to all crew members? YES NO

15. Are you participating in the inventory process? YES NO

16. Confirm / Reconfirm: Destination address, cross streets, phone numbers, and en route contact information: _____

17. Confirm / Reconfirm – Delivery spread and availability requirements at destination (Do not confirm delivery date—unless date has been "Confirmed" in the trip screen). _____

18. Confirm destination service requirements. _____

19. The Driver will obtain an actual weight and provide me with the total charges; I will communicate those to you as soon the information is given to me. Do you have any questions? _____

Request to speak with the Driver

20. Do you have adequate labor to finish before 6:00 p.m.? _____

21. Are there services needed not identified on the CSO which need to be addressed with this customer? (Reminder CSC Gives driver each Svc ID # from Svc Trail for each additional service requested & agreed to pay by the customer) _____

You will need to contact the rating person at the booking office with the actual weight and services performed to obtain the actual charges so I may communicate them with the transferee. Any questions? _____

22. Please collect via Certified Check Money Order Cashiers Check OR ... I've collected the charges via credit card; any services not identified at destination must be brought to my attention immediately. _____

23. If Storage w/Extra-stop: How has the shipper separated items destined for the extra stop? _____

24. Are you inventorying those items separately? _____

Observations/Comments: _____

RESIDENTIAL REQUIREMENTS, cont.

GRAEBEL RESIDENTIAL DELIVERY CONFIRMATION CALL

For the Relocation of: _____
Delivery Date: _____ Move ID # _____
Time of Call (must be after 12:00 p.m. and before 2 p.m.): _____

- 25. The crew's actual arrival time was _____
- 26. How many crew members are present? _____
- 27. Were you introduced to all crew members? YES NO
- 28. Are you participating in the check off process? YES NO

***Remind shipper to replace copy of inventory before beginning check-offs*

- 29. Do you have any questions or concerns at this point? _____
- 30. Confirm Destination Services schedule. _____
- 31. Remind shipper that notification of auto damage must take place within 48hrs (if appropriate)

Request to speak with the Driver

- 32. Have you collected \$xx,xxx.xx from the transferee?
- 33. Are there any services not identified on the CSO which need to be addressed with the customer now? _____
- 34. Is there anything significantly different from what appears on the CSO? _____

- 35. Have you already laid down the floor protection? YES NO
- 36. (If applicable) Confirm that Welcome Home® Service is being performed.
- 37. Do you have adequate labor to finish before 6:00 p.m.? _____
- 38. Is there anything I can help you with? _____
- 39. If Storage with Extra-stop: Are there any issues regarding the delivery of the extra stop or storage that I should know about? _____
- 40. Confirm: a) All disassembled items will be reassembled; b) Plan for dresser mirrors replaced (driver or unpackers); c) Plan for appliance hookup

Observations/Comments: _____

Please remember our residential customers. For many, the move is an out-of-pocket expense. They are very critical of the value they receive for the dollars spent on their relocation. Following the guidelines we have in place makes it difficult for any move to fail. You and your crew are at the residence—you represent Graebel and what we're all about. Make us proud!

"Be of unique service and unusual value to all we serve."

I

Graebel/Eastern Acquisition Movers, LLC – Transferee
Graebel/Eastern Movers, Inc. – Transferor

Pennsylvania PUC Transfer Application

Attachments to PA PUC Transfer Application:

#7 Statement of Transferee's Experience

Transferee's Chief Executive Officer has worked in the logistics and moving and storage sector for a total of 15 years. Through this experience the Transferee is well acquainted with all aspects of the household goods moving industry and has the expertise needed to provide service under the authority sought to be transferred.

RECEIVED

DEC - 3 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

From: (317) 637-1777
Anne Messer
Scopelitis, Garvin, et al.
10 W. Market Street
Suite 1500
Indianapolis, IN 46204

Origin ID: GSHA



Ship Date: 03DEC14
ActWgt: 0.5 LB
CAD: 4816128/NET3550

Delivery Address Bar Code



SHIP TO: (999) 999-9999
Secretary of the Pennsylvania PUC
Commonwealth Keystone Bldg
400 North Street

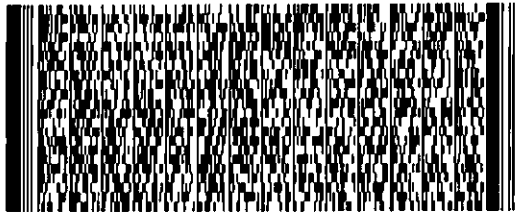
HARRISBURG, PA 17120

BILL SENDER

Ref # 15472.5 Graebel
Invoice #
PO #
Dept #

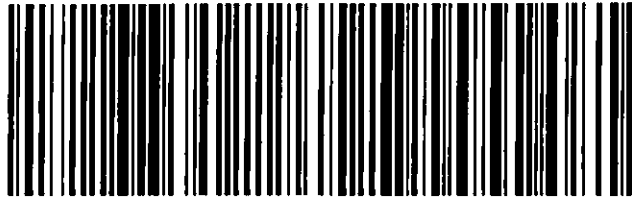
THU - 04 DEC 10:30A
PRIORITY OVERNIGHT

TRK# 7720 8082 4792
0201



XH MDTA

17120
PA-US
MDT



522G2DC75A0C9

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number. Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

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