

UNITED STATES DISTRICT COURT  
FOR THE  
DISTRICT OF CONNECTICUT

THOMAS E. PEREZ, SECRETARY OF  
LABOR, United States Department of Labor,

Plaintiff,

v.

S.D. TRANSPORTATION SERVICES, LLC et.  
al.

Defendants.

CIVIL ACTION: 3:12-cv-00490(JBA)

CONSENT JUDGMENT AND ORDER  
AS TO DEFENDANT S.D. TRANSPORTATION SERVICES, LLC

Plaintiff has filed his Complaint and Defendant S.D. Transportation Services, LLC ("S.D. Transportation") has appeared by counsel, filed an Answer to the Complaint and, to avoid costly litigation and without admitting or denying liability, hereby consents to the entry of this consent judgment and order (the "Consent Judgment") without contest. By this Consent Judgment, as well as a separately signed settlement agreement as to Stephen DiMarco (the "Settlement Agreement"), Plaintiff and Defendants fully resolve all matters in controversy in this action.

WHEREAS, before 2005 drivers for motor carriers were generally exempt from overtime under the Fair Labor Standards Act ("FLSA") pursuant to the Motor Carrier Act exemption; and

WHEREAS, in 2005 Congress enacted the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users ("SAFETEA-LU"), which eliminated the exempt status of some drivers pursuant to the Motor Carrier Act exemption; and

WHEREAS, in 2008 amendments to SAFETEA-LU defined a “covered employee” to include categories of drivers who were eligible to receive overtime compensation under the FLSA, specifically drivers of “small vehicles” (e.g. vehicles weighing 10,000 pounds or less); and

WHEREAS, S.D. Transportation is a motor carrier which has a fleet of vehicles that includes both small vehicles and large commercial motor vehicles; and

WHEREAS, S.D. Transportation has asserted that neither SAFETEA-LU nor the 2008 SAFETEA-LU amendment nullified the Motor Carrier Act exemption from overtime for its drivers of small vehicles or large commercial motor vehicles; and

WHEREAS, S.D. Transportation has asserted that its drivers were not “covered employees” within the meaning of the 2008 SAFETEA-LU amendments if they operated both small vehicles and large commercial motor vehicles in any given workweek; and

WHEREAS, Plaintiff claimed, and takes the position, that the drivers were, and are, “covered employees” within the meaning of the 2008 SAFETEA-LU amendments and were and are eligible for overtime compensation in any workweek in which they operated a small vehicle; and

WHEREAS, to avoid further cost as well as the uncertainty of litigation, S.D. Transportation entered into this Consent Judgment; and

WHEREAS, S.D. Transportation believes that the avoidance of further litigation is to its benefit as well as the benefit of its drivers; and

WHEREAS, since January 1, 2014 S.D. Transportation began paying its drivers overtime compensation in workweeks in which they worked more than 40 hours and also drove a small vehicle.

Therefore, for good cause shown, it is:

1. ORDERED, ADJUDGED and DECREED that Defendant S.D. Transportation, as well as its agents, servants, employees, and all persons acting or claiming to act on its behalf and interest be, and they hereby are, permanently enjoined and restrained from violating the provisions of the Fair Labor Standards Act, as amended (29 U.S.C. § 201 et seq.) (hereinafter, the "Act"), in any of the following manners:

a. Defendant S.D. Transportation shall not, contrary to Sections 7 and 15(a)(2) of the Act, employ any employee who in any workweek is engaged in commerce or in the production of goods for commerce, or who is employed in an enterprise engaged in commerce or in the production of goods for commerce, within the meaning of the Act, for workweeks longer than forty (40) hours, unless such employee receives compensation for his employment in excess of forty (40) hours at a rate not less than one and one-half times the regular rate at which he is employed; and

b. Defendant S.D. Transportation shall not fail to make, keep, and preserve accurate records of employees and of the wages, hours, and other conditions and practices of employment maintained by it as prescribed by the regulations issued pursuant to Section 11(c) of the Act and found in 29 C.F.R. 516, as amended from time to time.

2. Further, the Court finds, and the parties agree, that Defendants' employees are due the aggregate amount of \$500,000.00, which is inclusive of: (a) \$250,000.00 in back wage overtime compensation, and (b) \$250,000.00 in liquidated damages; all as shown on Exhibit A attached hereto, which Exhibit A is incorporated herein and made a part hereof. The Court further finds, and the parties agree, that such employees are entitled to Interest (as defined in Section 4(d) below) on deferred payments of back wage overtime compensation and liquidated

damages at the rate of one percent per annum, compounded annually. Therefore, it is ORDERED, ADJUDGED and DECREED that the Defendant S.D. Transportation is restrained from withholding payment of said back wage overtime compensation, and is ordered to pay said liquidated damages and Interest.

3. Defendant S.D. Transportation represents that Defendants have been in compliance with the Act since on or before January 1, 2014. Plaintiff has relied on the foregoing representation as a material inducement to enter into this Consent Judgment. Accordingly, it is ORDERED, ADJUDGED and DECREED that any action for back wages or liquidated damages which may have arisen on or after January 1, 2014, shall be unaffected by this Consent Judgment.

4. It is further ORDERED, ADJUDGED AND DECREED that Defendant S.D. Transportation shall pay the back wage overtime compensation, liquidated damages and interest set forth in Section 2 in the following manner:

a. Defendant S.D. Transportation shall pay to Plaintiff: \$250,000.00 in back wage overtime compensation, \$250,000.00 in liquidated damages, and Interest (as defined in Section 4(d) below) (the "Total Employee Compensation"). The Total Employee Compensation shall be paid in installments in accordance with the schedule set forth on Exhibit B attached hereto, which Exhibit B is incorporated herein and made a part hereof. For each installment shown on the attached Exhibit B, Defendant S.D. Transportation shall, on or before the date due, deliver to Plaintiff a certified check or bank check in the gross amount then due. Each such check shall be made payable to the "Wage and Hour Division-Labor", include the note "WHISARD No. 1609795", and be delivered to Plaintiff at the following address:

U.S. Department of Labor  
Wage and Hour Division

finds, that Interest will continue to accrue on any amounts that are not paid timely in accordance with the attached Exhibit B.

5. Plaintiff shall distribute Defendant S.D. Transportation's payments of back wage overtime compensation, liquidated damages and Interest to the employees listed on the attached Exhibit A or to their estates. Plaintiff will deduct the employees' share of social security and federal withholding taxes from back wage overtime compensation before distributing such amounts to employees. The amounts paid as liquidated damages and Interest shall not be subject to deductions hereunder. When recovered wages or damages have not been claimed by any employee within three (3) years, because of inability to locate such employee or because of such employee's refusal to accept such sums, Plaintiff shall deposit them into the United States Treasury as miscellaneous receipts, pursuant to 29 U.S.C. § 216(c).

6. Plaintiff and Defendant S.D. Transportation agree that this Consent Judgment shall not affect the legal rights of any of Defendants' employees who are not named on the attached Exhibit A; provided, however that Plaintiff agrees not to perform any further audit of Defendant's payroll records with respect to any employee listed in Exhibit A or Exhibit B attached to the First Amended Complaint in this action with regard to the period before January 1, 2014. Plaintiff and Defendant S.D. Transportation consent and agree that the claims of individuals who are named on Exhibit A or Exhibit B of the First Amended Complaint in this action but not named on the attached Exhibit A, shall be dismissed without prejudice, and such individuals shall retain their right to file suit for any violations alleged to have occurred under the Act. Accordingly, it is **ORDRED, ADJUDGED and DECREED** that any claims which may have arisen under the Act with respect to individuals who are named on Exhibit A or Exhibit B

of the First Amended Complaint in this action but who are not named on the attached Exhibit A, are hereby dismissed from this action without prejudice.

7. It is ORDERED that neither Defendant S.D. Transportation nor anyone on its behalf shall, under any circumstances, accept or keep any amount returned to it by an individual owed compensation under the Settlement Agreement or this Consent Judgment, or otherwise attempt to recover any amount paid to any such individual in connection with the Settlement Agreement or this Consent Judgment. In the event that any such amount is received from an employee, Defendant S.D. Transportation shall immediately remit such amount to Plaintiff at the Philadelphia, PA address set forth in Section 4(a) above.

8. It is ORDERED that if Defendant S.D. Transportation fails to pay any amount due hereunder within ten (10) days after the date due (a "Payment Default") the entire balance of the Total Employee Compensation shall become immediately due and payable. Plaintiff shall send written notice to Defendant of an alleged Payment Default at the address provided in Section 10 below. Defendant may within seven (7) days of such notice cure the alleged Payment Default. Subject to the preceding notice requirement and opportunity to cure, Defendant S.D. Transportation hereby consents and agrees that Plaintiff shall have the right to file with the Court, and the Court may enter, the Amended Consent Judgment that is attached to the Settlement Agreement as Attachment 2, upon the occurrence of a Payment Default or other Event of Default as set forth in Section 6 of the Settlement Agreement.

9. It is further ORDERED, ADJUDGED and DECREED that each party shall bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding.

10. Except as may be otherwise provided herein, any notice provided by a party pursuant to this Consent Judgment shall be in writing and delivered by overnight mail to the addresses below:

a. If to Plaintiff:

U.S. Department of Labor  
Office of the Solicitor  
JFK Federal Building, Room E-375  
Boston, MA 02203  
Attn: Wage Hour Counsel

b. If to Defendants:

Paul S. Tagatac  
Michelson, Kane, Royster & Barger, P.C.  
10 Columbus Boulevard  
Hartford, Connecticut 06106

Any such notice shall be deemed provided on the date that the notice is received. Each party shall immediately notify the other party of any change in the name or address to whom notice is to be sent pursuant to this Section 10.

SO ORDERED, this the 21 day of July, 2014,

  
Janet Bond Arterton, District Court Judge, U.S. District Court for the District of Connecticut

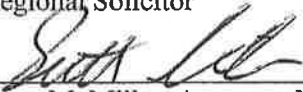
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ACCEPTED AND AGREED TO THIS 25 DAY OF June 2014.

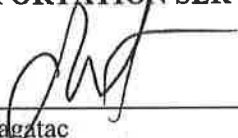
**FOR PLAINTIFF:**

M. Patricia Smith  
Solicitor of Labor

Michael D. Felsen  
Regional Solicitor

  
\_\_\_\_\_  
Scott M. Miller, Attorney: MA666509  
Counsel for Plaintiff  
U.S. Department of Labor  
Office of Solicitor  
JFK Federal Building, Room E-375  
Boston, MA 02203  
Phone: (617) 565-9031  
Fax: (617) 565-2142  
Email: miller.scott.m@dol.gov

**FOR DEFENDANT S.D.  
TRANSPORTATION SERVICES, LLC:**

  
\_\_\_\_\_  
Paul S. Tagatac  
Counsel for Defendant S.D. Transportation  
Services, LLC  
Michelson, Kane, Royster & Barger, PC  
10 Columbus Boulevard  
Hartford, CT 06106  
Phone: 860-522-1343  
Fax: 860-548-0194  
Federal Bar # ct 08548  
Email: ptagatac@mkrb.com



**EXHIBIT A**

**Amounts to Be Paid Employees**

No.	Employee	Overtime Compensation	Liquidated Damages	Total Amount Due
1	Albrycht, Chuck	\$469.38	\$469.38	\$938.76
2	Almodovar, Erick	\$20.12	\$20.12	\$40.24
3	Almonte, Carlos	\$1,508.72	\$1,508.72	\$3,017.44
4	Alquaddumi, Khaldoon	\$4,274.71	\$4,274.71	\$8,549.42
5	Alvarez, Ortiz Claritza	\$293.36	\$293.36	\$586.72
6	Aly, Kamal	\$804.65	\$804.65	\$1,609.30
7	Anderson, Ricardo	\$221.28	\$221.28	\$442.56
8	Askew, Willie	\$53.64	\$53.64	\$107.28
9	Ayles, William	\$239.72	\$239.72	\$479.44
10	Beaulieu, Brian	\$167.64	\$167.64	\$335.28
11	Beichner, Chris	\$502.91	\$502.91	\$1,005.82
12	Benvenega, Holly	\$201.16	\$201.16	\$402.32
13	Berube, Bernie	\$326.89	\$326.89	\$653.78
14	Blje, Manuel	\$2,506.16	\$2,506.16	\$5,012.32
15	Boibeaux, Darren	\$142.49	\$142.49	\$284.98
16	Bouffard, Paul	\$1,005.82	\$1,005.82	\$2,011.64
17	Bowers, Trecia	\$935.41	\$935.41	\$1,870.82
18	Breton, Francene	\$147.52	\$147.52	\$295.04
19	Brezel, Michael	\$720.83	\$720.83	\$1,441.66
20	Briceno, Wilmer	\$57.00	\$57.00	\$114.00
21	Brownell, Kevin	\$955.52	\$955.52	\$1,911.04
22	Bushnell, Grace	\$80.47	\$80.47	\$160.94
23	Bustamante, Darwin	\$670.54	\$670.54	\$1,341.08
24	Buzzeo, Matthew	\$117.35	\$117.35	\$234.70
25	Cabrera, Nelson	\$1,961.34	\$1,961.34	\$3,922.68
26	Caplan, Neal	\$2,011.63	\$2,011.63	\$4,023.26
27	Cecchini, Jacquelyn	\$628.63	\$628.63	\$1,257.26

**EXHIBIT A****Amounts to Be Paid Employees**

No.	Employee	Overtime Compensation	Liquidated Damages	Total Amount Due
28	Centeno, Jose	\$3,486.83	\$3,486.83	\$6,973.66
29	Chamberland, Robert	\$754.36	\$754.36	\$1,508.72
30	Chapman, Peter	\$3,360.68	\$3,360.68	\$6,721.36
31	Chicoski, Raymond	\$259.84	\$259.84	\$519.68
32	Choukairi, Hicham	\$1,005.82	\$1,005.82	\$2,011.64
33	Clark, Matthew	\$1,260.62	\$1,260.62	\$2,521.24
34	Cohen, William	\$375.50	\$375.50	\$751.00
35	Collins, Mariny	\$3,721.52	\$3,721.52	\$7,443.04
36	Coppin, Locarth	\$318.51	\$318.51	\$637.02
37	Custovic, Fahrudin	\$1,206.98	\$1,206.98	\$2,413.96
38	Criscio, Salvatore	\$3,587.41	\$3,587.41	\$7,174.82
39	Cyr, Thomas	\$266.96	\$266.96	\$533.92
40	Dauche, Bill	\$549.85	\$549.85	\$1,099.70
41	Davis, Malachi	\$301.74	\$301.74	\$603.48
42	Diamond, Jack	\$3,543.82	\$3,543.82	\$7,087.64
43	Dickinson, Clifford	\$2,682.17	\$2,682.17	\$5,364.34
44	Dietrichsen, Allen	\$41.91	\$41.91	\$83.82
45	DiPietro, Giuliano	\$234.69	\$234.69	\$469.38
46	Durkin, Brendan	\$83.82	\$83.82	\$167.64
47	Elmoutaouakkil, Khalil	\$7,124.52	\$7,124.52	\$14,249.04
48	Ellam, Bruce	\$599.30	\$599.30	\$1,198.60
49	Eshftari, Ramadan	\$422.44	\$422.44	\$844.88
50	Evans, Charles	\$1,056.11	\$1,056.11	\$2,112.22
51	Ferraro, Allen	\$737.60	\$737.60	\$1,475.20
52	Figueroa, Carla	\$490.33	\$490.33	\$980.66
53	Filigrana, Raul	\$134.11	\$134.11	\$268.22
54	Filintarakis, Mihail	\$9,152.88	\$9,152.88	\$18,305.76

**EXHIBIT A****Amounts to Be Paid Employees**

No.	Employee	Overtime Compensation	Liquidated Damages	Total Amount Due
55	Fitting, Henry	\$134.11	\$134.11	\$268.22
56	Freeman, Carnell	\$566.61	\$566.61	\$1,133.22
57	Funke, Robert	\$1,676.36	\$1,676.36	\$3,352.72
58	Gianinoto, Gary	\$3,892.51	\$3,892.51	\$7,785.02
59	Gilman, Albert	\$1,117.29	\$1,117.29	\$2,234.58
60	Gore, Solomon	\$4,819.53	\$4,819.53	\$9,639.06
61	Grabowski, Sebastian	\$160.93	\$160.93	\$321.86
62	Greatheart, David	\$35.20	\$35.20	\$70.40
63	Griffith, Randolph	\$358.32	\$358.32	\$716.64
64	Guivas, Modesto	\$1,609.30	\$1,609.30	\$3,218.60
65	Gwiazdowski, Stanislaw	\$1,005.82	\$1,005.82	\$2,011.64
66	Haider, Chaudhury/Imrul	\$321.86	\$321.86	\$643.72
67	Hamdaoui, John	\$7,080.94	\$7,080.94	\$14,161.88
68	Hamilton, Azelio	\$50.29	\$50.29	\$100.58
69	Hancock, Robert	\$402.33	\$402.33	\$804.66
70	Hanton, John	\$1,150.40	\$1,150.40	\$2,300.80
71	Harris, Donald	\$442.56	\$442.56	\$885.12
72	Hartman, Robert	\$565.77	\$565.77	\$1,131.54
73	Haslam, William	\$885.12	\$885.12	\$1,770.24
74	Hatten, Teri	\$1,005.82	\$1,005.82	\$2,011.64
75	Healey, Dianrie	\$85.49	\$85.49	\$170.98
76	Hegedus, Gabor	\$670.54	\$670.54	\$1,341.08
77	Hicks, Dale	\$1,483.58	\$1,483.58	\$2,967.16
78	Hidalgo, Nelys	\$1,257.27	\$1,257.27	\$2,514.54
79	Higgins, Reginald	\$5,682.86	\$5,682.86	\$11,365.72
80	Hodges, Lamar	\$28.50	\$28.50	\$57.00
81	Howard, Calvin	\$980.67	\$980.67	\$1,961.34

**EXHIBIT A**

**Amounts to Be Paid Employees**

No.	Employee	Overtime Compensation	Liquidated Damages	Total Amount Due
82	Hudson, Tammie	\$93.88	\$93.88	\$187.76
83	Inman, Edward	\$502.91	\$502.91	\$1,005.82
84	Jackson, John	\$1,046.05	\$1,046.05	\$2,092.10
85	Johnson, Le-Var	\$704.07	\$704.07	\$1,408.14
86	Johnson, Orel	\$251.45	\$251.45	\$502.90
87	Johnson, Thomas	\$536.43	\$536.43	\$1,072.86
88	Joseph, Marcus	\$155.06	\$155.06	\$310.12
89	Juchniewicz, Piotr	\$1,475.20	\$1,475.20	\$2,950.40
90	Judd, Patrick	\$965.58	\$965.58	\$1,931.16
91	Juszczyk, Edward	\$1,206.98	\$1,206.98	\$2,413.96
92	Keay, Christopher	\$502.91	\$502.91	\$1,005.82
93	Kelly, Michael	\$1,332.71	\$1,332.71	\$2,665.42
94	Kerdoussi, Ahmed	\$3,218.61	\$3,218.61	\$6,437.22
95	Kahn, Fakhar	\$5,914.19	\$5,914.19	\$11,828.38
96	Khalfalla, Omer	\$1,341.09	\$1,341.09	\$2,682.18
97	Kuselias, Michael	\$1,433.29	\$1,433.29	\$2,866.58
98	Langenheim, Edward	\$3,050.97	\$3,050.97	\$6,101.94
99	LaPointe, Eugene	\$201.16	\$201.16	\$402.32
100	Lee, Chang	\$3,419.77	\$3,419.77	\$6,839.54
101	Lewis, Edward	\$60.35	\$60.35	\$120.70
102	Liedke, Paul	\$2,650.32	\$2,650.32	\$5,300.64
103	Lilly, James	\$838.18	\$838.18	\$1,676.36
104	Lindsey, Stephen	\$5,414.64	\$5,414.64	\$10,829.28
105	Lobello, Paul	\$32.69	\$32.69	\$65.38
106	Loso, Raymond	\$268.22	\$268.22	\$536.44
107	Lowe, Stephen	\$2,095.45	\$2,095.45	\$4,190.90
108	Lupia, Anthony	\$82.14	\$82.14	\$164.28

**EXHIBIT A**

**Amounts to Be Paid Employees**

No.	Employee	Overtime Compensation	Liquidated Damages	Total Amount Due
109	Mackey, John	\$6,097.76	\$6,097.76	\$12,195.52
110	Manna, Thomas	\$398.97	\$398.97	\$797.94
111	Martin, Russ	\$1,634.45	\$1,634.45	\$3,268.90
112	Masters, Derrick	\$4,224.42	\$4,224.42	\$8,448.84
113	Mauldin, Justin	\$2,749.23	\$2,749.23	\$5,498.46
114	Mayo, Scott	\$7,932.53	\$7,932.53	\$15,865.06
115	McClay, Joel	\$370.48	\$370.48	\$740.96
116	McCoy, Gregory	\$1,609.30	\$1,609.30	\$3,218.60
117	McCoy, Kenneth	\$1,944.58	\$1,944.58	\$3,889.16
118	McLeod, Robert	\$905.23	\$905.23	\$1,810.46
119	Mellor, Brian	\$1,508.72	\$1,508.72	\$3,017.44
120	Messino, Barbara	\$217.93	\$217.93	\$435.86
121	Milner, Edward	\$50.29	\$50.29	\$100.58
122	Miecznikowski, Mike	\$134.11	\$134.11	\$268.22
123	Miskin, Paul	\$2,816.28	\$2,816.28	\$5,632.56
124	Mitchell, Lenox	\$6,276.29	\$6,276.29	\$12,552.58
125	Mitto, Eaton	\$6,603.18	\$6,603.18	\$13,206.36
126	Morasutti, Franco	\$536.43	\$536.43	\$1,072.86
127	Moss, Edgar	\$653.78	\$653.78	\$1,307.56
128	Naughton, Delroy	\$1,441.67	\$1,441.67	\$2,883.34
129	Nieves, Rafael	\$40.23	\$40.23	\$80.46
130	Nowshad, Mobarak	\$335.27	\$335.27	\$670.54
131	Oliver, Hugh	\$234.69	\$234.69	\$469.38
132	Ortiz, Juan	\$53.64	\$53.64	\$107.28
133	Paez, Leonard	\$442.56	\$442.56	\$885.12
134	Paggioli, Joseph	\$234.69	\$234.69	\$469.38
135	Pallath, Prabhath	\$1,383.00	\$1,383.00	\$2,766.00

**EXHIBIT A**

**Amounts to Be Paid Employees**

No.	Employee	Overtime Compensation	Liquidated Damages	Total Amount Due
136	Pare, Bob	\$1,896.80	\$1,896.80	\$3,793.60
137	Paresi, Michael	\$201.16	\$201.16	\$402.32
138	Percoški, Dale	\$429.99	\$429.99	\$859.98
139	Paris, Pearl	\$50.29	\$50.29	\$100.58
140	Perretta, Charmaine	\$442.56	\$442.56	\$885.12
141	Perron, Neal	\$553.20	\$553.20	\$1,106.40
142	Person, Rakeem	\$16.76	\$16.76	\$33.52
143	Petrovkiš, Andrew	\$67.05	\$67.05	\$134.10
144	Power, Pádraic	\$1,072.87	\$1,072.87	\$2,145.74
145	Ramsay, Gordon	\$92.20	\$92.20	\$184.40
146	Raposo, Gil	\$6,101.95	\$6,101.95	\$12,203.90
147	Redway, Oscar	\$284.98	\$284.98	\$569.96
148	Rivera, Marilu	\$117.35	\$117.35	\$234.70
149	Rivera, Ricardo	\$502.91	\$502.91	\$1,005.82
150	Rossetti, Robert	\$120.70	\$120.70	\$241.40
151	Ruggiero, Filippo	\$1,810.47	\$1,810.47	\$3,620.94
152	Saleh, Hasan	\$2,564.83	\$2,564.83	\$5,129.66
153	Samuels, Gary	\$93.88	\$93.88	\$187.76
154	Sandler, Andrew	\$1,743.41	\$1,743.41	\$3,486.82
155	Satchell, Omar	\$33.53	\$33.53	\$67.06
156	Schloesser, Adam	\$50.29	\$50.29	\$100.58
157	Schofield, Arthur	\$2,866.57	\$2,866.57	\$5,733.14
158	Schofield, Casey	\$130.76	\$130.76	\$261.52
159	See, William	\$41.91	\$41.91	\$83.82
160	Sherman, Stephen	\$1,139.92	\$1,139.92	\$2,279.84
161	Shell, Jason	\$3,352.72	\$3,352.72	\$6,705.44
162	Sikorski, Edward	\$185.24	\$185.24	\$370.48

**EXHIBIT A**

**Amounts to Be Paid Employees**

No.	Employee	Overtime Compensation	Liquidated Damages	Total Amount Due
163	Sirboe, Moses	\$318.51	\$318.51	\$637.02
164	Smith, Brian	\$3,813.72	\$3,813.72	\$7,627.44
165	Smith, Edward	\$2,135.68	\$2,135.68	\$4,271.36
166	Soffane, John	\$452.62	\$452.62	\$905.24
167	Sparks, David	\$2,145.74	\$2,145.74	\$4,291.48
168	Stanfield, Edward	\$93.88	\$93.88	\$187.76
169	Stribling, Paris	\$1,508.72	\$1,508.72	\$3,017.44
170	St. Germain, Erik	\$1,424.90	\$1,424.90	\$2,849.80
171	Supinski, Ryszard	\$6,101.95	\$6,101.95	\$12,203.90
172	Tageldin, Mohamed	\$201.16	\$201.16	\$402.32
173	Therriault, Ronald	\$838.18	\$838.18	\$1,676.36
174	Thompson, Garfield	\$20.12	\$20.12	\$40.24
175	Vargas, Miguel	\$2,514.54	\$2,514.54	\$5,029.08
176	West, Craig	\$419.09	\$419.09	\$838.18
177	Wielgorecki, Michael	\$536.43	\$536.43	\$1,072.86
178	Williams, Ingra	\$318.51	\$318.51	\$637.02
179	Wolanow, Ricardo	\$2,514.54	\$2,514.54	\$5,029.08
180	Won, Weah	\$1,364.14	\$1,364.14	\$2,728.28
181	Wood, James	\$455.97	\$455.97	\$911.94
182	Young, Gary	\$1,961.34	\$1,961.34	\$3,922.68
183	Zohliman, Fred	\$16.76	\$16.76	\$33.52
<b>Total</b>				<b>\$500,000.00</b>

**EXHIBIT B**

**Payment Schedule**

<b>Payment No.</b>	<b>Date Due</b>	<b>Amount Due</b>	<b>Interest Due</b>	<b>Total Due</b>
1	Execution Date	\$50,000.00	\$0	\$50,000.00
2	12/1/14	\$50,000.00	\$101.37	\$50,101.37
3	6/1/15	\$25,000.00	\$237.67	\$25,237.67
4	9/1/15	\$25,000.00	\$300.68	\$25,300.68
5	12/1/15	\$25,000.00	\$363.01	\$25,363.01
6	3/1/16	\$25,000.00	\$425.34	\$25,425.34
7	6/1/16	\$25,000.00	\$488.36	\$25,488.36
8	9/1/16	\$25,000.00	\$551.37	\$25,551.37
9	12/1/16	\$25,000.00	\$613.70	\$25,613.70
10	3/1/17	\$25,000.00	\$675.34	\$25,675.34
11	6/1/17	\$25,000.00	\$738.36	\$25,738.36
12	9/1/17	\$25,000.00	\$801.37	\$25,801.37
13	12/1/17	\$25,000.00	\$863.70	\$25,863.70
14	3/1/18	\$25,000.00	\$925.34	\$25,925.34
15	6/1/18	\$25,000.00	\$988.36	\$25,988.36
16	9/1/18	\$25,000.00	\$1,051.37	\$26,051.37
17	12/1/18	\$25,000.00	\$1,113.70	\$26,113.70
18	3/1/19	\$25,000.00	\$1,175.34	\$26,175.34



**CERTIFICATE OF SERVICE**

I hereby certify that the CONSENT JUDGMENT AND ORDER AS TO DEFENDANT S.D. TRANSPORTATION SERVICES, LLC filed through the ECF system will be sent electronically to the registered participants as identified on the Notice of Electronic Filing generated in connection with this document.

*/s/ Marianne B. Quinn*

Date: July 1, 2014