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JNQ LOGISTICS CORP.,
MICHAEL JEAN BAPTISTE, LLC and
MICHAEL JEAN BAPTISTE,

Plaintiffs,

-against-

PTP LOGISTICS, HELEN SEO
(individually and collectively as CEO of
PTP Logistics), LINDY PARK and
JOHN & JANE DOES 1-10 and
ABC CORPORATIONS 1-10,

Defendants.

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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
CIVIL ACTION

**ANSWER WITH
VERIFIED COUNTERCLAIM
AND JURY DEMAND**

Defendants PTP LOGISTICS, HELEN SEO and LINDY PARK (“Defendants”) by and through counsel, KIM & BAE, P.C., answer Plaintiffs’ Complaint, and counterclaim against Plaintiffs, as follows:

NATURE OF THE CLAIMS

1. Defendants deny the factual allegations set forth in Paragraph 1 of this section of the Complaint to the extent a response is required.
2. Defendants deny the factual allegations set forth in Paragraph 2 of this section of Complaint.

PARTIES, JURISDICTION AND VENUE

1. Defendants lack requisite knowledge as to the allegations set forth in Paragraph 1 of this section of the Complaint and leave Plaintiffs to their proofs. To the extent a response is required, the allegations are denied.
2. Defendants lack requisite knowledge as to the allegations set forth in Paragraph 2 of this section of the Complaint and leave Plaintiffs to their proofs. To the extent a response is required, the allegations are denied.
3. Defendants lack requisite knowledge as to the allegations set forth in Paragraph 3 of this section of the Complaint and leave Plaintiffs to their proofs. To the extent a response is required, the allegations are denied.
4. Defendants deny the factual allegations set forth in Paragraph 4 of this section of the Complaint.
5. Defendants admit the factual allegations set forth in Paragraph 5 of this section of the Complaint.
6. Defendants admit that Helen Seo is the CEO of PTP Logistics and otherwise, to the extent a response is required, deny the factual allegations set forth in Paragraph 6 of this section of the Complaint.
7. Defendants deny the factual allegations set forth in Paragraph 7 of this section of the Complaint.
8. Defendants lack requisite knowledge as to the allegations set forth in Paragraph 8 of this section of the Complaint and leave Plaintiffs to their proofs. To the extent a response is required, the allegations are denied.

9. Defendants deny the factual allegations set forth in Paragraph 9 of this section of the Complaint.
10. Defendants deny the factual allegations set forth in Paragraph 10 of this section of the Complaint.
11. Defendants lack requisite knowledge as to the allegations set forth in Paragraph 11 of this section of the Complaint and leave Plaintiffs to their proofs. To the extent a response is required, the allegations are denied.

FIRST COUNT

1. The allegations set forth in Paragraph 1 of this section of the Complaint, do not require a response. To the extent a response is required, the allegations are denied.
2. Defendants deny the factual allegations set forth in Paragraph 2 of this section of the Complaint.
3. Defendants deny the factual allegations set forth in Paragraph 3 of this section of the Complaint.
4. Defendants deny the factual allegations set forth in Paragraph 4 of this section of the Complaint.

To the extent any allegations set forth in the Wherefore clause of this section of the Complaint require a response, they are denied.

SECOND COUNT

1. There is no paragraph numbered 1 in this section of the Complaint.
2. There is no paragraph numbered 2 in this section of the Complaint.
3. The allegations set forth in Paragraph 3 of this section of the Complaint, do not require a response. To the extent a response is required, the allegations are denied.

4. Defendants deny the factual allegations set forth in Paragraph 4 of this section of the Complaint.
5. Defendants deny the factual allegations set forth in Paragraph 5 of this section of the Complaint.
6. Defendants deny the factual allegations set forth in Paragraph 6 of this section of the Complaint.
7. Defendants deny the factual allegations set forth in Paragraph 7 of this section of the Complaint.

To the extent any allegations set forth in the Wherefore clause of this section of the Complaint require a response, they are denied.

THIRD COUNT

8. The allegations set forth in Paragraph 8 of this section of the Complaint, do not require a response. To the extent a response is required, the allegations are denied. There are no paragraphs 1-7 in this section.
9. Defendants deny the factual allegations set forth in Paragraph 9 of this section of the Complaint.
10. Defendants deny the factual allegations set forth in Paragraph 10 of this section of the Complaint.
11. Defendants deny the factual allegations set forth in Paragraph 11 of this section of the Complaint.

To the extent any allegations set forth in the Wherefore clause of this section of the Complaint require a response, they are denied.

FOURTH COUNT

12. The allegations set forth in Paragraph 12 of this section of the Complaint, do not require a response. To the extent a response is required, the allegations are denied. There are no paragraphs 1-11 in this section.

13. Defendants deny the factual allegations set forth in Paragraph 13 of this section of the Complaint.

14. Defendants deny the factual allegations set forth in Paragraph 14 of this section of the Complaint.

15. Defendants deny the factual allegations set forth in Paragraph 15 of this section of the Complaint.

To the extent any allegations set forth in the Wherefore clause of this section of the Complaint require a response, they are denied.

FIFTH COUNT

16. The allegations set forth in Paragraph 16 of this section of the Complaint, do not require a response. To the extent a response is required, the allegations are denied. There are no paragraphs 1-15 in this section.

17. Defendants deny the factual allegations set forth in Paragraph 17 of this section of the Complaint.

18. Defendants deny the factual allegations set forth in Paragraph 18 of this section of the Complaint.

19. Defendants deny the factual allegations set forth in Paragraph 19 of this section of the Complaint.

To the extent any allegations set forth in the Wherefore clause of this section of the

Complaint require a response, they are denied.

WHEREFORE, Defendants demand Judgment against Plaintiffs and request that this Court dismiss the Complaint and award costs and expenses to Defendants.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiffs' Complaint fails to state a claim upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiffs' complaint is barred by the running of the applicable statute of limitations.

THIRD AFFIRMATIVE DEFENSE

The Complaint is barred by the doctrine of estoppel.

FOURTH AFFIRMATIVE DEFENSE

The Complaint is barred by the doctrine of laches.

FIFTH AFFIRMATIVE DEFENSE

Plaintiffs are estopped from proceeding with this alleged cause of action.

SIXTH AFFIRMATIVE DEFENSE

Plaintiffs' wrongful conduct bars its claim for relief.

SEVENTH AFFIRMATIVE DEFENSE

The Complaint is barred by the doctrine of Fraud.

EIGHTH AFFIRMATIVE DEFENSE

The Complaint is barred by Plaintiffs' failure to mitigate their claimed damages.

NINTH AFFIRMATIVE DEFENSE

Plaintiffs' claim is barred under the doctrine of unclean hands.

TENTH AFFIRMATIVE DEFENSE

Defendants have not breached, materially or otherwise, any agreement or contract with Plaintiff, either expressed or implied and or any duty allegedly owed to the Plaintiff.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiffs are barred from recovery on the grounds of waiver, estoppel, or ratification due to their own acts or omissions or the acts or omissions of third parties over whom Defendants had no control.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiffs are barred in this action because any and all losses or damages, if any, sustained by the Plaintiffs were the result of the Plaintiffs' actions or omissions or the actions or omissions of third parties over whom these Defendants had no control.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiffs are barred from recovery in this action because any and all losses or damages, if any, sustained by the Plaintiffs were the result of Plaintiffs' own contributory negligence that was greater than the combined claimed negligence of the parties against whom recovery is sought.

FOURTEENTH AFFIRMATIVE DEFENSE

Any recovery by the Plaintiffs in this action should be reduced because any and all losses or damages, if any, sustained by the Plaintiffs were the result of Plaintiffs' own comparative negligence.

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiffs in this action have initiated a frivolous claim.

SIXTEENTH AFFIRMATIVE DEFENSE

Defendants are investigating their claims and defenses and reserve the right to assert additional affirmative defenses upon discovery of applicable facts.

VERIFIED COUNTERCLAIMS

PTP LOGISTICS, LLC (hereafter “Plaintiff” or “PTP”), by and through its attorneys, Kim & Bae, P.C., complaining of MICHAEL JEAN BAPTISTE, JNQ LOGISTICS CORP and MICHAEL JEAN BAPTISTE, LLC (collectively “Defendants”), hereby alleges as follows:

NATURE OF ACTION

1. This is an action to rescind a contract proffered fraudulently to Plaintiff by Defendants and in the alternative to recover money damages for fraud and breach of contract.

PARTIES

2. Plaintiff PTP LOGISTICS, LLC is a business organization registered to do business in the State of New Jersey and headquartered in East Rutherford, New Jersey.

3. Defendant MICHAEL JEAN BAPTISTE is an individual residing in the State of New Jersey.

4. Defendant MICHAEL JEAN BAPTISTE, LLC, is a business organization registered to do business in the State of New Jersey and headquartered in Orange, New Jersey

5. Defendant JNQ LOGISTICS CORP. is a business organization registered to do business in the State of New Jersey and headquartered in Orange, New Jersey.

JURISDICTION

6. This Court has jurisdiction over this case because Defendants are individuals and business entities who reside in the State of New Jersey and because he acts carried out complained herein took place in the State of New Jersey.

VENUE

7. Venue is proper in this Court because the cause of action arose in Bergen County.

FACTUAL BACKGROUND

8. For many years, Defendant Baptiste operated a trucking business in New Jersey, with a headquarters in the City of Orange, nominally through his corporate entity Defendant JNQ Logistics Corp.

9. Meanwhile, Plaintiff operated a similar business based in the City of East Rutherford.

10. In or about December 2022, Defendant Baptiste approached Plaintiffs' operations manager and proposed to sell his business, nominally held by Defendant JNQ, including its assets, customers and good will, to Plaintiff for the sum of \$1 million.

11. Quantavia Hilbert, against whom a third-party action will be commenced, participated directly in the negotiations as a principle of Defendant JNQ, which negotiations took place in Bergen County.

12. On February 16, 2023, Defendant Baptiste signed an Asset Purchase Agreement ("APA") with Plaintiff in Bergen County.

13. In the APA and the negotiations surrounding it, Defendants promised and represented, among other things: (1) to deliver five specific commercial vehicles with an expected fair market value of at least \$150,000 in condition for normal use in the trucking industry, and to pay for any initial repairs and inspection fees needed to make the vehicles fit for road use and (2) to transmit their complete list of trucking business customers for the sole and

exclusive use of Plaintiffs' business, such list having an expected fair market value of at least \$850,000.

14. Defendants made numerous willfully false representations to Plaintiff in connection with the negotiations surrounding the APA, including but not limited to the following:

- a. At an in-person meeting on December 29, 2022 at PTP Office in East Rutherford, Baptiste stated to PTP Operations Manager Daniel Jung that he owned more than 30 trucks. Baptiste never owned that many trucks.
- b. At in-person meetings on January 20, 2023, and again on January 23, 2023, and again on February 13, 2023, Baptiste stated to PTP Chief Executive Helen Seo that he would be transferring major direct customers Amazon and Cargomatic to Plaintiff. No direct customers at all, much less Amazon or Cargomatic, were transferred to Plaintiff.
- c. On February 13, 2023, Baptiste stated to Ms. Seo that he would deliver clients to PTP that would necessitate operating 50 trucks and would generate \$10 to \$15 million in annual revenue. Baptiste's business could never have supported even a small fraction of those trucks or generated a small fraction of that revenue.
- d. On February 13, 2023, Baptiste showed Ms. Seo JNQ bank statements and payment records, which Baptiste placed them on the table and then took back without providing a reasonable time for Plaintiff to review them. which he claimed represented his current revenues and which he claimed supported a multi-million-dollar stream of business, with each group of five trucks

accounting for about \$1 million per year. These statements were willfully false and misleading. Baptiste also made false statements about the extent of his business with Cargomatic after similarly briefly showing Plaintiff correspondence with the company.

- e. Baptiste said at the meeting on February 13, 2023, that he would transfer all his current customers to PTP. He indicated that he had at least five large substantial accounts to be included. However, not only did he fail to transfer any customer accounts, PTP was not even able to effectively communicate with them.

15. A copy of the APA is attached hereto as **Exhibit A**.

16. On or about April 3, 2023, with deliveries of the trucks long overdue, Defendants unilaterally insisted that they be permitted to replace some of the designated commercial vehicles with others of equal quality, and they agreed to pay any reasonable repair costs needed to make the vehicles fit for their intended purpose.

17. To date approximately \$61,503 in repair costs have been or soon will be incurred by them in regard to the five commercial vehicles and Defendants have only reimbursed approximately \$6,700 of these costs, leaving none of the vehicles reliably fit for use without substantial payments from Plaintiff, and that the vehicles were not commercially fit as delivered.

18. The defects in the vehicles delivered by Defendants, and the itemized costs to repair per invoice of a qualified repairman, are as follows:

- a. 2014 Freightliner Cascadia, see **Exhibit B** attached hereto;
- b. 2015 Freightliner TRA, see **Exhibit C** attached hereto;
- c. 2015 Freightliner 113, see **Exhibit D** attached hereto;

- d. 2015 Volvo VNL, see **Exhibit E** attached hereto;
- e. 2015 Freightliner 124, see **Exhibit F** attached hereto.

19. Defendants fraudulently misrepresented the fitness of the trucks they would deliver and their intention and ability to repair them, without which representations our client would never have signed the agreement.

20. Defendant Baptiste delivered a check in the amount of \$6,697 as partial payment on the repair costs, and allowed Plaintiff to deduct another \$7,359 from payments ostensibly due him as a contractor, as explained below, to which he actually had no entitlement. Other than these two payments, he paid nothing towards the total amount of approximately \$61,503 required to repair the vehicles.

21. In fact, Defendant Baptist never delivered the services he was contracted to provide, so to date he has only paid about \$6,700 of the repair costs, leaving a balance due of approximately \$54,806.

22. Quantavia Hilbert is a prominent elected official in Orange, New Jersey. She attended all substantive meetings with Plaintiff to discuss the transaction for the purpose of assuring Plaintiff that Baptiste and his company were well known and highly regarded in Orange and that Plaintiff could rely on their representations regarding the value of the business and the intentions and capabilities of the sellers. Plaintiff relied on Hilbert's presence as an assurance that Defendant Baptiste was telling the truth and would follow through on his undertakings. At in-person meetings on January 20, 2023, and again on January 23, 2023, and again on February 13, 2023, Hilbert specifically and repeatedly vouched for Baptiste's character and reputation and for the truth of the representations he made at that time to Plaintiff, as described above, knowing that Plaintiffs would expend monies in reliance on these representations.

23. To date Defendants have never provided even one active customer to PTP.

24. Defendants fraudulently misrepresented the condition and size of their business at the time the asset transfer agreement was signed.

25. Plaintiff subsequently learned that Defendants' business was largely inactive and had no significant current clients.

26. Delivery of the list of customers was due, per the terms of the APA, on February 22, 2023, the date Defendants received Plaintiffs' initial payment of \$300,000 as called for under the APA.

27. Plaintiff retained Defendant Baptiste as a consultant to facilitate the on-boarding of his customers.

28. He began working on February 16, 2023 as an independent contractor pursuant to a written Independent Contractor Agreement ("ICA").

29. A copy of the ICA is attached hereto as **Exhibit G**.

30. From that date until April 21, 2023, he never on-boarded a single customer to Plaintiff, but collected approximately \$4,640 in contractor payments on false pretenses, using another \$7,359 in contractor payments due to offset repair costs he admitted to owe on the five trucks he delivered. However, since Defendant never delivered the services he promised to provide as contractor, he was never entitled to any credit against the repair bills.

31. Defendants also referred various incompetent and unqualified drivers who were hired by Plaintiff on their recommendation and then were either fired for incompetence or quit when confronted with Plaintiffs' professional standards. They were as follows:

- a. Driver "J.P." was hired but unable to properly operate a manual shift, causing damage to the transmission of his vehicle;

- b. Driver “K.A.” was hired but unable to obey traffic laws, receiving a citation for careless driving, and was unable to properly inspect his vehicle for proper loading and safe operation.
- c. Driver “F.D.” had no knowledge of how to handle loads in port and could therefore not carry out his basic duties;
- d. Driver “D.B.” drove recklessly and caused physical damage to the vehicle while doing so, and was unable to properly operate a manual shift.

32. On April 21, 2023, Plaintiff notified Defendant Baptiste that the independent contractor agreement was terminated.

33. After that time, Defendants materially violated the APA by beginning to compete with Plaintiff for the very customers who were supposed to have been transferred to it and by defaming Plaintiff to its potential customers, including but not limited to the following: For instance, on May 8, 2023, Plaintiff was contacted by customer Forrest Logistics and informed that it had been contacted by Baptiste and told that Plaintiff had a bad reputation and should not be trusted, and that it charged unfairly high prices. Baptiste also said that he offered better services and said other “nasty things” which Forrest Logistics. did not specify further. After that, no further orders were received from Forrest Logistics whereas at least \$2,000-\$3000 per week in orders would have been expected.

34. These actions not only violated the terms of the APA, but also tortiously interfered with Plaintiffs’ business transactions.

FIRST CAUSE OF ACTION
(Breach of Contract)

35. Plaintiff repeats and re-alleges the foregoing allegations in the preceding paragraphs as if fully set forth herein.

36. Defendants entered into a contract (the APA) with Plaintiff for the sale of assets, customer lists and good will, and Defendant Baptiste entered into a contract (the ICA) with Plaintiff to provide services to Plaintiff.

37. Plaintiff fulfilled all obligations under contracts necessary to receive the assets, customer lists, good will and services.

38. Defendants violated and materially breached the terms and conditions of the APA and the ICA.

39. As a result of Defendants' breach, Plaintiff was damaged.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment:

- a. declaring that Defendants have breached their agreements with Plaintiff;
- b. declaring that Defendants' breach was willful;
- c. enjoining future violations of the agreement by Defendants;
- d. awarding Plaintiff compensatory damages;
- e. awarding Plaintiff liquidated damages;
- f. awarding Plaintiff punitive damages;
- g. awarding Plaintiff pre- and post-judgment interest;
- h. awarding Plaintiff reasonable attorneys' fees and costs; and
- i. awarding such other and further relief as the Court deems just and proper.

SECOND CAUSE OF ACTION
(Fraud and Rescission)

40. Plaintiff repeats and re-alleges the foregoing allegations contained in the preceding paragraphs as if fully set forth herein.

41. Defendants made material misrepresentations of fact regarding various commercial transactions in which they caused Plaintiff to engage.

42. Defendants intended to induce Plaintiff to rely upon these misrepresentations, and Plaintiff did rely upon them.

43. Plaintiff expended significant sums and resources in reliance thereof.

44. Plaintiff were damaged as a result of relying upon the misrepresentations, which were willful and malicious.

45. The ICA and/or APA are unenforceable on grounds of fraud and should be rescinded and restitution made.

46. Plaintiffs are entitled to recover damages against Defendants in fraud.

47. The ICA and/or APA are also unenforceable on grounds of mutual mistake and unconscionability.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment:

- a. declaring that Defendants intentionally defrauded Plaintiff;
- b. declaring that Defendants' fraud was willful;
- c. rescinding the APA and ICA;
- d. enjoining future acts of fraud by Defendants;
- e. awarding Plaintiff compensatory damages;
- f. awarding Plaintiff liquidated damages;

- g. awarding Plaintiff damages in restitution;
- h. awarding Plaintiff punitive damages;
- i. awarding Plaintiff pre- and post-judgment interest;
- j. awarding Plaintiff reasonable attorneys' fees and costs; and
- k. awarding such other and further relief as the Court deems just and proper.

THIRD CAUSE OF ACTION
(Conversion)

48. Plaintiff repeats and re-alleges the foregoing allegations contained the preceding paragraphs as if fully set forth herein.

49. Defendants came into possession of property belonging to Plaintiff.

50. Defendants improperly took possession of such property and converted it to their own use without obtaining the agreement of or paying compensation to Plaintiff.

51. As a result of this conversion of its property, Plaintiff were damaged.

52. In the event the ICA and APA are for any reason unenforceable, Plaintiffs are entitled to recover damages against Defendants in conversion.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment:

- a. declaring that Defendants intentionally converted property belonging to Plaintiff;
- b. declaring that Defendants' conversion was willful;
- c. enjoining future acts of conversion by Defendants;
- d. awarding Plaintiff compensatory damages;
- e. awarding Plaintiff liquidated damages;

- f. awarding Plaintiff punitive damages;
- g. awarding Plaintiff pre- and post-judgment interest;
- h. awarding Plaintiff reasonable attorneys' fees and costs; and
- i. awarding such other and further relief as the Court deems just and proper.

FOURTH CAUSE OF ACTION
(Tortious Interference with Contract and Business Opportunity)

53. Plaintiff repeats and re-alleges the foregoing allegations contained in the preceding paragraphs as if fully set forth herein.

54. Defendants were not a party to Plaintiffs' contracts and business opportunities.

55. Defendants actively interfered with Plaintiff' contracts with Forrest Logistics to breach their agreement with Plaintiff.

56. As a result of such tortious conduct, Plaintiff lost contractual rights and benefits arising therefrom.

57. Plaintiff were damaged as a result of such conduct.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment:

- a. declaring that Defendants tortiously interfered with Plaintiff' contracts;
- b. declaring that Defendants' tortious interference was willful;
- c. enjoining future acts of tortious interference by Defendants;
- d. awarding Plaintiff compensatory damages;
- e. awarding Plaintiff liquidated damages;
- f. awarding Plaintiff punitive damages;
- g. awarding Plaintiff pre- and post-judgment interest;

- h. awarding Plaintiff reasonable attorneys' fees and costs; and
- i. awarding such other and further relief as the Court deems just and proper.

FIFTH CAUSE OF ACTION
(Conspiracy)

58. Plaintiff repeats and re-alleges the foregoing allegations contained in the preceding paragraphs as if fully set forth herein.

59. Defendants agreed between themselves and others to be made parties hereto to take actions in furtherance of fraud, conversion and tortious interference with contract against Plaintiff.

60. Defendants took specific actions, to wit, fraud, conversion and tortious interference with contract in furtherance of their agreement inflicting a wrong against Plaintiff.

61. Plaintiff were damaged as a result of this conspiracy between the Defendants.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment:

- a. declaring that Defendants conspired to commit torts against Plaintiff;
- b. declaring that Defendants' conspiracy was willful;
- c. enjoining future acts of conspiracy by Defendants;
- d. awarding Plaintiff compensatory damages;
- e. awarding Plaintiff liquidated damages;
- f. awarding Plaintiff punitive damages;
- g. awarding Plaintiff pre- and post-judgment interest;
- h. awarding Plaintiff reasonable attorneys' fees and costs; and
- i. awarding such other and further relief as the Court deems just and proper.

SIXTH CAUSE OF ACTION
(Breach of Good Faith and Fair Dealing Covenants)

62. Plaintiff repeats and re-alleges the foregoing allegations contained in the preceding paragraphs as if fully set forth herein

63. As alleged herein, Defendants breached their implied covenant of good faith and fair dealing with Plaintiff arising from the APA and the ICA.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment:

- a. declaring that Defendants breached their covenants of good faith and fair dealing with Plaintiff;
- b. awarding Plaintiff compensatory damages;
- c. awarding Plaintiff liquidated and/or statutory damages;
- d. awarding Plaintiff punitive damages;
- e. awarding Plaintiff pre- and post-judgment interest;
- f. awarding Plaintiff reasonable attorneys' fees and costs; and
- g. awarding such other and further relief as the Court deems just and proper.

SEVENTH CAUSE OF ACTION
(Accounting)

64. Plaintiff repeats and re-alleges the foregoing allegations contained in the preceding paragraphs as if fully set forth herein.

65. Defendants have sole and exclusive control over business records relating to the APA and IPA.

66. Plaintiff cannot determine the full extent of their damages without access to the books and records of the defendants.

67. Therefore, Plaintiff seek a court-ordered accounting of such books and records as they pertain to the marketing and sales of the goods at issue herein.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment:

- a. declaring that Defendants have sole and exclusive control over important records relating to Plaintiff' business operations;
- b. directing the appointment of an auditor who shall provide an accounting of such records to Plaintiff;
- c. awarding Plaintiff reasonable attorneys' fees and costs; and
- d. and awarding such other and further relief as the Court deems just and proper.

EIGHTH CAUSE OF ACTION
(Breach of Fiduciary Duty and Duty of Loyalty)

68. Plaintiff repeats and re-alleges the foregoing allegations contained in the preceding paragraphs as if fully set forth herein.

69. Defendants stood in a position of trust vis-à-vis Plaintiff in regard to the actions complained of herein.

70. Defendants owed Plaintiff a duty of loyalty as described herein.

71. Defendants knew that Plaintiff had granted them certain authority and accepted certain risks and costs.

72. Defendants violated their fiduciary duty and his duty of loyalty to Plaintiff.

73. Plaintiff were damaged as a result of this violation.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment:

- a. declaring that Defendants intentionally breached his fiduciary obligation to Plaintiff and his duty of loyalty to Plaintiff;
- b. declaring that Defendant's actions were willful;
- c. enjoining future acts of breach of fiduciary duty by Defendant;
- d. awarding Plaintiff compensatory damages;
- e. awarding Plaintiff liquidated damages;
- f. awarding Plaintiff punitive damages;
- g. awarding Plaintiff pre- and post-judgment interest;
- h. awarding Plaintiff reasonable attorneys' fees and costs; and
- i. awarding such other and further relief as the Court deems just and proper.

NINTH CAUSE OF ACTION

(Quantum Meruit, Unjust Enrichment, Constructive Trust and Rescission)

74. Plaintiff repeats and re-alleges the foregoing allegations contained in the preceding paragraphs as if fully set forth herein.

75. Defendants obtained property belonging to Plaintiff, and earned income, without paying proper compensation to Plaintiff.

76. Defendants reaped profit from the wrongful disposition of Plaintiff's property which was not paid to or shared with Plaintiff.

77. Defendants induced Plaintiff to expend monies on contractual performance based on materially false representations of fact on which Plaintiff relied.

78. Plaintiff were damaged as a result.

79. In the event the ICA and APA are for any reason unenforceable, Plaintiffs are entitled to recover damages against Defendants in equity

80. The ICA and APA should be rescinded as they are based on fraud and/or material misunderstandings of fact between the parties.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment:

- a. declaring that Defendants have received and profited from the resale of valuable goods from Plaintiff without paying appropriate compensation for them;
- b. declaring that Defendants' actions were willful;
- c. enjoining future such actions by Defendants;
- d. awarding Plaintiff punitive damages;
- e. awarding Plaintiff pre- and post-judgment interest;
- f. awarding Plaintiff reasonable attorneys' fees and costs; and
- g. awarding such other and further relief as the Court deems just and proper.

EIGHTH CAUSE OF ACTION
(Defamation)

81. Plaintiff repeats and re-alleges the foregoing allegations contained in the preceding paragraphs as if fully set forth herein.

82. Defendants made false statements about Plaintiffs' reputation for honesty and competence in its business community.

83. The statements were willfully false and made for personal gain.

84. The statements damaged Plaintiffs' reputation.

85. As a result, Plaintiff sustained damages.

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment:

- a. declaring that Defendants defamed Plaintiff;

- b. declaring that Defendant's actions were willful;
- c. enjoining future acts of defamation by Defendant;
- d. awarding Plaintiff compensatory damages;
- e. awarding Plaintiff liquidated damages;
- f. awarding Plaintiff punitive damages;
- g. awarding Plaintiff pre- and post-judgment interest;
- h. awarding Plaintiff reasonable attorneys' fees and costs; and
- i. awarding such other and further relief as the Court deems just and proper.

Dated: August 22, 2023

KIM & BAE, P.C.
Attorneys for Plaintiff

By: /s/ Andrew Miller
Andrew Miller, Esq.

VERIFICATION

I, Helen Seo, of full age, hereby certify:

I am the president of PTP LOGISTICS, LLC. Plaintiff in the above-entitled matter. I have held this position since 2017. My responsibilities include monitoring the contractual agreements and financial records of PTP LOGISTICS, LLC. I have read the foregoing Verified Complaint and certify that the allegations contained therein are true to the best of my knowledge, information and belief.

I certify that the foregoing statements are true. I am aware that if any statement made herein is willfully false, I am subject to punishment.

Dated: August 21, 2023



Helen Seo

JURY DEMAND

Pursuant to N.J.S.A. 10:5-13, Plaintiff demands a jury trial for all claims triable by jury.

Dated: August 22, 2023

KIM & BAE, P.C.
Attorneys for Plaintiff

By: /s/ Andrew Miller
Andrew Miller, Esq.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Plaintiff designates Christine M. Bae, Esq. of Kim & Bae, P.C.,
as trial counsel in this matter.

Dated: August 22, 2023

KIM & BAE, P.C.
Attorneys for Plaintiff

By: /s/ Andrew Miller
Andrew Miller, Esq.

RULE 4:5-1 CERTIFICATION

I hereby certify that the matter in controversy is not the subject of any other action pending in any Court or pending arbitration proceeding and that such action or arbitration is not presently contemplated. I further certify that Plaintiffs are not currently aware of any other parties who should be joined in the action pursuant to R. 4:28 or who is subject to joinder pursuant to R. 4:29-1(b) because of potential liability to any party on the basis of the same transactional facts. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: August 22, 2023

KIM & BAE, P.C.
Attorneys for Plaintiff

By: /s/ Andrew Miller
Andrew Miller, Esq.

RULE 1:38-7 CERTIFICATION

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

Dated: August 22, 2023

KIM & BAE, P.C.
Attorneys for Plaintiff

By: /s/ Andrew Miller
Andrew Miller, Esq.

DEMAND FOR DISCOVERY OF INSURANCE COVERAGE

Pursuant to R. 4:10-2(b), demand is made upon Defendants, with the service of this Complaint, that they disclose to Plaintiff whether or not there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy all or part of a judgment which may be entered in this action or indemnify or reimburse such Defendants for payments to satisfy any judgment rendered herein and provide Plaintiff with those insurance agreements or policies, including, but not limited to, any and all declaration sheets. This demand shall include not only primary coverage, but also excess, catastrophe and umbrella policies.

Dated: August 22, 2023

KIM & BAE, P.C.
Attorneys for Plaintiff

By: /s/ Andrew Miller
Andrew Miller, Esq.

EXHIBIT A

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”) is entered into as of February 20, 2023 (the “Effective Date”), by and between, Michael Jean Baptiste, residing at 353 Lincoln Avenue, Apt. B9, Orange, NJ 07050-2397 (“Seller”), and PTP Logistics, located at 405 Murray Hill Pkwy, East Rutherford, NJ 07073 (“Buyer”). In consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Purchase and Sale. Seller agrees to sell, convey, assign, deliver and transfer to Buyer, and Buyer agrees to purchase and acquire from Seller the following assets (the “Assets”):

a. Trucks:

- Make: 2014 Freightliner Model: Cascadia VIN: ~1701
- Make: 2015 Volvo Model: VNL300 VIN: ~8215
- Make: 2015 Freightliner Model: Cascadia VIN: ~2089
- Make: 2016 Kenworth Model: T680 VIN: ~3382
- Make: 2018 Freightliner Model: Cascadia VIN: ~7429

b. Customer List attached as Appendix A (TBD)

2. Assumption of Liabilities. Buyer will assume no liabilities, obligations, expenses or other commitments of Seller.

3. Purchase Price and Payment of Purchase Price. As full payment and consideration for the purchase of the Assets, Buyer agrees to pay Seller a total purchase price of \$1,000,000 (one million dollars). \$300,000 (three hundred thousand dollars) shall be paid by February 28, 2023, and the balance of the remaining \$700,000 (seven hundred thousand dollars) shall be paid every month until balance is paid off. Payments of \$30,000 (thirty thousand dollars) will be paid every month starting March 30, 2023, as long as there are no breaches in the Agreement.

Upon receipt of the initial \$300,000 (three hundred thousand dollars), Seller shall convey, assign, deliver and transfer to Buyer the Assets, including the Certificates of Title of all five trucks, to Buyer.

4. Closing. The Closing shall occur on February 20, 2023 or at such later date as the parties may mutually agree, at which time the initial \$300,000 (three hundred thousand dollars), shall be delivered by Buyer to Seller, and Seller shall deliver the Assets to Buyer.

5. Confidentiality. The parties agree that the financial terms and conditions of this Agreement including, but not limited to, any and all information provided by one party to the other party, are strictly confidential. Neither party will knowingly publicize or disclose or cause or knowingly permit or authorize the publicizing or disclosure of the financial terms and conditions of this Agreement for any reason, at any time, without the prior written consent of the other party, except as required by law. Notwithstanding the above, the parties

may disclose information to their counsel, personal tax advisor or as may be required by law. The parties agree, to the extent not prohibited under law, to instruct those to whom disclosure is allowed under this Agreement that its terms are confidential and must not be further disclosed.

6. Obligation Not to Solicit and Not to Compete.

(a) Seller agrees not to solicit or otherwise seek to hire, cause, encourage, or attempt to encourage (i) any former or current sales agent or employee or contractor of Buyer or any successor thereto, or (ii) any current or former sales agent or employee or contractor of Seller to become a sales agent or employee or contractor of any other person or entity (other than Buyer or an affiliate or successor thereof).

(b) Seller will not knowingly contact, solicit the business of, or accept orders from, any customer for the purpose of moving such customer from Buyer or switching such customer to another provider that competes with Buyer.

(c) The obligations of Seller not to solicit as set forth in this Section shall continue for a period of five years from the Closing Date.

(d) For five years following the Closing, Seller will not, directly or indirectly, whether alone or with any other person, (a) sell products or services comparable to the products or services Buyer provides to any of its customers, or that Seller reasonably should know is undertaking to become engaged in competition with Buyer or (b) own an interest in, operate, join, control, or participate as a partner, director, principal, officer, or agent of, enter into the employment of, or act as a consultant to, any entity whose business consists of selling products or services similar to those products sold or services offered by Buyer.

(e) Seller acknowledges that if Seller breaches or threatens to breach Seller's covenants and agreements in this Section 6, then Seller's actions may cause irreparable harm and damage to Buyer that could not be adequately compensated in damages. Accordingly, if Seller breaches or threatens to breach this Agreement, then Buyer will be entitled to injunctive relief in addition to any other rights or remedies of Buyer under this Agreement or otherwise.

(f) If any restrictive covenant of this Section 6 is held by any court to be invalid, illegal or unenforceable, either in whole or in part, then such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of the remaining provisions or covenants of this Agreement, all of which will remain in full force and effect to the maximum extent allowed by law. Without limiting the foregoing, although the parties have, in good faith, used their best efforts to make the provisions of Section 6 reasonable in terms of geographic area, duration and scope of restricted activities in light of Buyer's business activities, and it is not anticipated, nor is it intended, by any party hereto that a court of competent jurisdiction would find it necessary to reform the provisions hereof to make them reasonable in terms of geographic area, duration or otherwise, the parties understand and agree that if a court of competent jurisdiction determines it necessary to reform the scope of Section 6 or any part thereof in order to make it binding and enforceable, such provision shall be considered divisible in all respects and such lesser scope as any such court shall determine to be reasonable shall be effective, binding and enforceable.

7. Representation and Warranties of Buyer. Buyer warrants and represents to Seller:

(a) that the within Agreement is a valid and binding obligation of Buyer, and that Buyer has the ability to enter into and consummate this Agreement;

(b) that Buyer shall, at Closing, have the funds necessary to consummate the transaction contemplated by this Agreement; and

(c) Buyer acknowledges that if Buyer breaches or threatens to breach Buyer's covenants and agreements in this Section 7, then Buyer's actions may cause irreparable harm and damage to Seller that could not be adequately compensated in damages. Accordingly, if Buyer breaches or threatens to breach this Agreement, then Seller will be entitled to injunctive relief in addition to any other rights or remedies of Seller under this Agreement or otherwise.

8. Representation and Warranties of Seller. Seller warrants and represents to Buyer:

(a) Seller has full power and authority to execute and deliver this Agreement and to perform the obligations hereunder. This Agreement as delivered at the Closing, to which Seller is a signatory, will be duly authorized, executed and delivered by, and a valid and binding agreement of, Seller who is a signatory thereto, enforceable in accordance with their respective terms, and no further action, approvals or consents are necessary on the part of Seller, nor is it necessary for Seller to obtain any actions, approvals or consents from any third persons, governmental or other to make this Agreement valid and binding upon and enforceable against Seller in accordance with their respective terms, or to enable Seller to perform this Agreement and the transactions contemplated thereby.

(b) The Customer List attached hereto as Appendix A is a full and complete list of customers of Seller.

(c) Seller warrants that all five trucks are in good and working condition.

(d) Seller has, and at the Closing, will convey to Buyer, good and marketable title to the Assets free and clear of all legal claims, liens, pledges, leases, charges, encumbrances, equities, claims, conditional sale contracts, security interests, or any other interests or imperfections of title of any nature whatsoever.

(e) Seller has not been and is not now in violation of any federal, state or local laws, regulations or orders of the laws of the countries comprising the Territory.

(f) There are no claims, actions, suits, proceedings or investigations, judicial or administrative, pending, involving or, threatened against or affecting either Seller or the Assets or that seek to restrain, prohibit or invalidate the transactions contemplated by this Agreement or that might materially affect the right of Buyer to own the Assets. Seller does not know of any basis for any such action, suit, proceeding or investigation.

(g) Seller acknowledges that if Seller breaches or threatens to breach Sellers

covenants and agreements in this Section 8, then Seller's actions may cause irreparable harm and damage to Buyer that could not be adequately compensated in damages. Accordingly, if Seller breaches or threatens to breach this Agreement, then Buyer will be entitled to injunctive relief in addition to any other rights or remedies of Buyer under this Agreement or otherwise.

9. Covenants of Seller Pending Closing. Seller covenants and agrees that, from and after the execution and delivery of this Agreement and through the Closing Date:

(a) All of the representations, warranties and covenants of Seller contained in the foregoing paragraphs hereof shall be true and correct, and shall not have been breached, on and as of the Closing. All of the representations, warranties and covenants contained in the foregoing paragraphs shall survive the Closing.

(b) Seller will continue to carry on its business in the ordinary course diligently and substantially in the same manner as heretofore conducted. Seller will not take any action that would cause any of the representations and warranties made by Seller in this Agreement not to be true and correct in all material respects on and as of the Closing Date, with the same force and effect as if made on and as of the Closing Date. Seller will use commercially reasonable efforts to preserve Seller's business intact and to preserve Seller's relationships with employees, customers, clients, vendors, representatives, agents, creditors, subcontractors and suppliers and others having business relationships with Seller and/or Seller's business in the Territory. The other, more specific provisions of this Section shall in no way limit the generality of this subsection.

(c) Seller will not sell or otherwise transfer, or grant any security or other interest in, the Assets to any other person or entity.

10. Representations, Warranties and Covenants True as of Closing Date. All of the representations, warranties and covenants contained in paragraphs 8 and 9 hereof shall be true and correct, and shall not have been breached, on and as of the closing date. All of the representations, warranties and covenants contained in paragraphs 8 and 9 shall survive the closing.

11. Attorneys, Brokers, Consultants. The parties hereto warrant that no person or entity can properly claim a right to a commission, finder's fee, or other compensation based upon the acts of that party with respect to the purchase and sale contemplated herein and each party hereby agrees to mutually indemnify and hold the other harmless from any and all claims, liabilities, costs, including attorney fees, expense and commissions, resulting from any claim for a commission, fee or other compensation by any party or entity based upon those acts.

12. Indemnification.

(a) Seller hereby indemnifies, defends and holds harmless Buyer and its representatives, stockholders, controlling persons and affiliates (the "Buyer Indemnified Parties") for, and will pay to the Buyer Indemnified Parties the amount of, any loss, liability, claim, damage (including incidental and consequential damages), expense (including costs of investigation and defense and reasonable attorneys' fees) or diminution of value, whether or not

involving a third-party claim (collectively, “Damages”), arising, directly or indirectly, from or in connection with: (i) any breach of any representation or warranty made by Seller in this Agreement or any certificate or document delivered by Seller pursuant to this Agreement; (ii) any breach by Seller of any covenant or obligation of Seller in this Agreement; (iii) any claim by any person for brokerage or finder’s fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by such person with Seller (or any Person acting on its behalf) in connection with any of the transactions contemplated by this Agreement; or (iv) the failure of Seller to assume, pay, perform and discharge Seller’s liabilities.

(b) Seller will indemnify Buyer from and against the entirety of any adverse consequences Buyer may suffer to the extent resulting from, arising out of, relating to, or caused by, any lawsuit or other legal proceeding to which Seller is now, or may hereafter become, a party provided such lawsuit or legal proceeding relates to the business prior to closing and is not related to an obligation assumed by Buyer under this Agreement.

(c) If the consent of any person or entity to the assignment of any of the contract by Seller to Buyer as contemplated by this Agreement is required by the terms of such contract, and such consent has not been obtained by Seller and delivered to Buyer at or prior to the Closing, Seller will indemnify Buyer from and against the entirety of any adverse consequences Buyer may suffer to the extent resulting from, arising out of, relating to, or caused by the failure of Seller to obtain such consent prior to the Closing.

(d) Buyer will indemnify Buyer and its representatives, stockholders, controlling persons and affiliates (the “Seller Indemnified Parties”) from and against the entirety of any Damages incurred or suffered by the Seller Indemnified Parties arising out of (i) any misrepresentation or breach of warranty, covenant or agreement made or to be performed by Buyer pursuant to this Agreement; or any claim by any person for brokerage or finder’s fees or commissions or similar payments based upon any agreement or understanding alleged to have been made by such person with Seller (or any person acting on its behalf) in connection with any of the transactions contemplated by this Agreement.

13. Notices. Any notices or other communication between the parties hereto shall be in writing and shall be delivered personally or by United States mail and shall be deemed delivered upon receipt if sent by personal delivery, and three (3) business days after deposit if set by United States mail certified return receipt requested. Such notices or communications shall be sent to the following addresses:

(a) if to Buyer:

405 Murray Hill Pkwy, East Rutherford, NJ 07073

or at such other address or addresses as may have been furnished in writing by Buyer to Seller

and

(b) if to Seller:

170 Scotland Road #S1, Orange, NJ 07050

or at such other address or addresses as may have been furnished in writing by Seller to Buyer.

14. Survivorship. The representatives, covenants and obligations of the parties as set forth in this Agreement shall survive the closing of the title hereunder.

15. Binding Effect. All of the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their successors and assigns, respectively.

16. Governing Law. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced exclusively in accordance with the laws of the State of New Jersey.

17. Entire Agreement. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter herein and expressly supersedes all prior written and oral agreements and understanding between the parties hereto with respect to the subject matter hereof. This Agreement may not be amended or modified unless so modified in writing by the parties.

18. Severability. If any provision of this Agreement is, becomes or is deemed invalid, illegal or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to the applicable laws so as to be valid and enforceable, or, if it cannot be so amended without materially altering the intention of the parties hereto, it shall be stricken and the remainder of this Agreement shall remain in full force and effect.

19. Paragraph Headings. The headings of the several paragraphs of this Agreement are inserted solely for convenience of reference and are not part of and are not intended to govern, limit or aid in the construction of any term or provision herein.

20. Counterparts. This Agreement may be executed simultaneously in any number of counterparts each of which shall be deemed an original but all of which together shall constitute one and the same agreement. Electronic, facsimile, or photocopied signatures shall be considered as valid signatures.

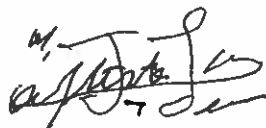
21. Waiver. No waiver by a party of any breach of or default under this Agreement shall be deemed to be a waiver of any other breach or default of any kind or nature, whether or not such party knows of such breach or default at the time it or his accepts such payment or performance. No failure or delay on the part of a party to exercise any right it or he may have with respect to this Agreement shall prevent the exercise thereof by such party at any time such other party may continue to be so in default, and no such failure or delay shall operate as a waiver of any default. A failure by either party to insist upon strict compliance with any of the terms of this Agreement in any instance shall not be construed as a

waiver of such terms in the future.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated and effective as of the date first set forth above.

SELLER:

BUYER:



BY: Michael Jean Brubaker / Title
CEO

BY: Helen Seo / Title
CEO

Date: 2-16-23

Date: 2-16-2023

APPENDIX A



Jean Michael <jean@ptplogisticsus.com>

h

1 message

Jean Michael <jean@ptplogisticsus.com>
To: Jean Michael <jean@ptplogisticsus.com>

Mon, Apr 3, 2023 at 1:05 PM

--

On Monday, April 3, 2023 at 1:00 PM JNQ Logistics

Where as, an amendment is required to update the original contract which was signed on February 16, 2023, Where as, truck units have been replaced to provide fully operable vehicles to the Buyer, to ensure the terms are upheld in paragraph 8 section b.,

Where as, in paragraph 1 section a. Trucks, there is a list of the assets. The new list of equipment (Assets) for this purchase and title exchange process are as follows:

MAKE: 2014 FREIGHT MODEL: CASCADIA WHITE VIN: 1701
MAKE: 2015 VOLVO MODEL: VNL300 RED VIN: 8215
MAKE: 2015 FREIGHT MODEL: CASCADIA WHITE VIN: 4248
MAKE: 2015 FREIGHT MODEL: CASCADIA 125 RED VIN: 5372
MAKE: 2015 FREIGHT MODEL: 113 BLUE VIN: 5722

All sales are final, and will only be repairs by the Seller, based on the mechanics findings. The Seller will cooperate with full inspections. After fix all the trucks the seler not reponsable on any trucks problems.

This modification is found to be agreeable between the Seller and the Buyer, and should be honored thus forth as the current purchase agreement as of the date of signature.

Date:

Signature:

Signature:

Quantavia Hilbert

JNQ LOGISTICS CORP

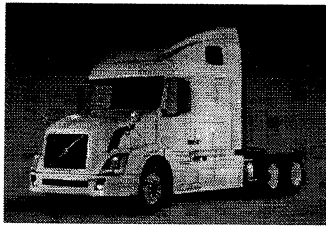
170 Scotland Rd Ste 1

Orange, NJ 07050

(973) 573 - 3808

EXHIBIT B

3A



UNITED BRAKES & CLUTCH CORP

387-393 Jefferson St
 Newark, NJ 07114
 Tel: 973-578-8700
 Fax: 973-578-8790
 Email: Service@UnitedBrakes.com
 Autobody License# 02062A
 Heavy Duty License# 000038

Invoice

19596

Customer:

PTP LOGISTICS LLC
405 MURRAY HILL PKWY
EAST RUTHERFORD, NJ 07073
718-406-6366 HELEN
EIN:81-4983911
Fax:

UNIT#	ENGINE S#

accounting@ptplogisticsus.com

Date	P.O / W.O	VIN#	MAKE/YEAR	MILES	
3/9/2023		FR1701	FRT WH 2014		
Description			Qty	Rate	Amount
*PM SERVICE + AIR FILTER					
*LOSING POWER					
OIL GALS REGULAR			11	15.80	173.80T
OIL FILTER KIT			1	87.85	87.85
OIL FILTER			1	40.10	40.10
ELEMENT FUEL WATER SEPARATOR			1	78.05	78.05
AIR FILTER			1	131.07	131.07
GREASE			1	0.00	0.00
LABOR TO DO OIL CHANGE			1	125.00	125.00T

By signing above Invoice, I (the Customer) acknowledge all repairs and Services performed are done to my satisfaction. Any claims made after are null and void. disclaimer: An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repair's therein. LIMITED WARRANTY: Unless otherwise noted on the Invoice, warranty on parts is limited to the manufacture warranties, Contact the manufacture for more Info.

I hereby acknowledge that my insurance company is the primary insurance carrier for any and all liability claims against United Brakes & Clutch Corp. United Brakes & Clutch Corp. provides secondary liability coverage only. I also hold United Brakes & Clutch Corp. free of any and all liability from possible damage that may occur during road test and inside shop testing.

Initials:

Customer Total Balance

\$655.67

Subtotal	\$635.87
Sales Tax (6.625%)	\$19.80
Total	\$655.67
Payments/Credits	\$0.00
Balance Due	\$655.67

Signature: \$16.39 CC charge.



Payment Receipt

UNITED BRAKES & CLUTCH CORP

387-393 Jefferson St
 NJ 07114

Received From
PTP LOGISTICS LLC 405 MURRAY HILL PKWY EAST RUTHERFORD, NJ 07073 718-406-6366 HELEN EIN:81-4983911

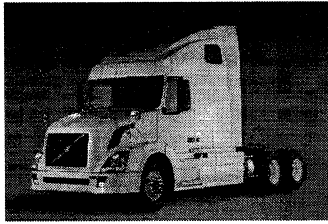
Date	3/9/2023
Payment Method	Debit Card
Check/Ref No	

Payment Amount	\$672.06
Total Amount Due	\$0.00

Invoices Paid

Date	Invoice Number	Amount Due	Amount Applied
3/9/2023	19596	\$672.06	\$672.06

37



UNITED BRAKES & CLUTCH CORP

387-393 Jefferson St
 Newark, NJ 07114
 Tel: 973-578-8700
 Fax: 973-578-8790
 Email: Service@UnitedBrakes.com
 Autobody License # 12062A
 Heavy Duty License # 01008

Invoice

19782

PAID
 04/05/2023

Customer:

PTP LOGISTICS LLC
405 MURRAY HILL PKWY
EAST RUTHERFORD, NJ 07073
718-406-6366 HELEN
EIN:81-4983911
Fax:

UNIT#	ENGINE S#

accounting@ptplogisticsus.com

Date	P.O / W.O	VIN#	MAKE/YEAR	MILES	
4/5/2023		FR1701	FRT WH 2014		
Description			Qty	Rate	Amount
REPLACE REAR BRAKE AND DRUMS					
REPLACE REAR SHOCKS					
REPLACE FRONT SHOCKS					
REPLACE CAB SHOCKS					
REPLACE 1 BRAKE CHAMBER / CHECK WHICH SIDE					
INSTALL NEW MUDFLAP HANGERS AND NEW MUDFLAPS					
REPLACE POWER DIVIDER INPUT SEAL					
REMAN TRANSMISSION (1 YEAR WARRANTY)			1	3,700.00	3,700.00
CLUTCH - EVERTOUGH SELF ADJ			1	1,266.46	1,266.46
CLUTCH PEDAL MAIN CYLINDER			1	535.01	535.01
AIRPOWER 3 IN1 LINE W/EXT GLADHANDS 12FT			1	209.88	209.88
SYNTHETIC TRANS OIL 5G			1	256.03	256.03T
HYDRAULIC CLUTCH RELEASE FORK			1	184.68	184.68
CLUTCH SLAVE CYLINDER,			1	168.00	168.00
CLUTCH CONTROL HYDRAULIC HOSE KIT			1	111.33	111.33
REAR BRAKE DRUM			4	185.00	740.00
REAR BRAKE KIT			4	82.00	328.00
REAR SHOCK ABSORBER			4	85.75	343.00

By signing above Invoice, I (the Customer) acknowledge all repairs and Services performed are done to my satisfaction. Any claims made after are null and void. disclaimer: An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repair's therein. LIMITED WARRANTY: Unless otherwise noted on the Invoice, warranty on parts is limited to the manufacture warranties, Contact the manufacture for more Info.

I hereby acknowledge that my insurance company is the primary insurance carrier for any and all liability claims against United Brakes & Clutch Corp. United Brakes & Clutch Corp. provides secondary liability coverage only. I also hold United Brakes & Clutch Corp. free of any and all liability from possible damage that may occur during road test and inside shop testing.

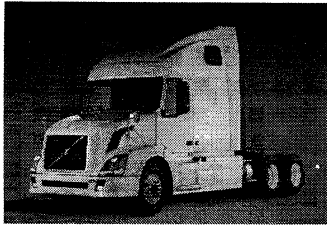
Initials:

Customer Total Balance

Subtotal
Sales Tax (6.625%)
Total
Payments/Credits
Balance Due

Signature: _____

(3A)



UNITED BRAKES & CLUTCH CORP

387-393 Jefferson St
 Newark, NJ 07114
 Tel: 973-578-8700
 Fax: 973-578-8790
 Email: Service@UnitedBrakes.com
 Autobody License # 12062A
 Heavy Duty License # 010138

Invoice

19782

PAID
 08/05/2023

Customer:

PTP LOGISTICS LLC
405 MURRAY HILL PKWY
EAST RUTHERFORD, NJ 07073
718-406-6366 HELEN
EIN:81-4983911
Fax:

UNIT#	ENGINE S#

accounting@ptplogisticsus.com

Date	P.O / W.O	VIN#	MAKE/YEAR	MILES	
4/5/2023		FR1701	FRT WH 2014		
Description			Qty	Rate	Amount
CAB SHOCK ABSORBER			2	53.60	107.20
FRONT SHOCK ABSORBER			2	85.00	170.00
HEADLAMP LH FRT			1	115.00	115.00
HEADLAMP RH FRT			1	115.00	115.00
TRANSM INPUT SHAFT			1	124.75	124.75
REAR ENGINE MERCEDES SEAL			1	51.32	51.32
BRAKE CHAMBER DOUBLE			1	85.00	85.00
SEALING RING			1	81.58	81.58
MERITOR CLEVIS ASA KIT			1	15.00	15.00
MUD FLAP BLACK POLY ANTI-SPRAY 0.240			2	16.00	32.00
MUD FLAP HANGER KIT SPRING LOADED			1	132.00	132.00
SPEED SENSOR KIT			1	64.30	64.30
CLUTCH LUBRICATION HOSE VOLVO			1	58.82	58.82
SHIFTER GASKET			1	15.46	15.46
PILOT BEARING			1	15.79	15.79
CLUTCH BRAKE			1	28.82	28.82
INPUT SHAFT COVER			1	47.69	47.69
INPUT SHAFT COVER GASKET			1	4.00	4.00
TRANSM OIL SEAL KIT REAR			1	0.00	0.00
TRANS VALVE			1	0.00	0.00

By signing above Invoice, I (the Customer) acknowledge all repairs and Services performed are done to my satisfaction. Any claims made after are null and void. disclaimer: An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repair's therein. LIMITED WARRANTY: Unless otherwise noted on the Invoice, warranty on parts is limited to the manufacture warranties, Contact the manufacture for more Info.

I hereby acknowledge that my insurance company is the primary insurance carrier for any and all liability claims against United Brakes & Clutch Corp. United Brakes & Clutch Corp. provides secondary liability coverage only. I also hold United Brakes & Clutch Corp. free of any and all liability from possible damage that may occur during road test and inside shop testing.

Subtotal
Sales Tax (6.625%)
Total
Payments/Credits
Balance Due

Initials:

Customer Total Balance

Signature: _____

(3A)



UNITED BRAKES & CLUTCH CORP

387-393 Jefferson St
 Newark, NJ 07114
 Tel: 973-578-8700
 Fax: 973-578-8790
 Email: Service@UnitedBrakes.com
 Autobody License: 02062A
 Heavy Duty License: 00/05

Invoice

19782

PAID
 08/05/2023

Customer:

PTP LOGISTICS LLC
405 MURRAY HILL PKWY
EAST RUTHERFORD, NJ 07073
718-406-6366 HELEN
EIN:81-4983911
Fax:

UNIT#	ENGINE S#

accounting@ptplogisticsus.com

Date	P.O / W.O	VIN#	MAKE/YEAR	MILES	
4/5/2023		FR1701	FRT WH 2014		
Description			Qty	Rate	Amount
INPUT SHAFT PLATE BEARING			1	0.00	0.00
HEX FLANGE KIT			1	0.00	0.00
GASKET KIT			1	0.00	0.00
FLY WHEEL CUT			1	125.00	125.00T
LABOR TO INSTALL CLUTCH, INSTALL REAR ENGINE SEAL			1	1,300.00	1,300.00T
LABOR TO REPLACE TRANSMISSION			1	1,200.00	1,200.00T
LABOR TO REPLACE FRONT AND REAR SHOCKS			6	50.00	300.00T
LABOR TO REPLACE CAB SHOCKS			1	150.00	150.00T
LABOR TO REPLACE REAR BRAKES			4	75.00	300.00T
LABOR TO REPLACE BRAKE CHAMBER			1	60.00	60.00T
LABOR TO REPLACE MUD FLAP HANGER KIT			1	125.00	125.00T
LABOR TO INSTALL SLAVE AND MAIN CYLINDER			3	125.00	375.00T
LABOR TO REPLACE AIRPOWER LINE			1	125.00	125.00T
LABOR TO REPLACE POWER DIVIDER SEAL			1	125.00	125.00T

By signing above Invoice, I (the Customer) acknowledge all repairs and Services performed are done to my satisfaction. Any claims made after are null and void. disclaimer: An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repair's therein. LIMITED WARRANTY: Unless otherwise noted on the Invoice, warranty on parts is limited to the manufacture warranties, Contact the manufacture for more Info.

I hereby acknowledge that my insurance company is the primary insurance carrier for any and all liability claims against United Brakes & Clutch Corp. United Brakes & Clutch Corp. provides secondary liability coverage only. I also hold United Brakes & Clutch Corp. free of any and all liability from possible damage that may occur during road test and inside shop testing.

Initials:

Customer Total Balance

\$0.00

Subtotal	\$13,291.12
Sales Tax (6.625%)	\$294.22
Total	\$13,585.34
Payments/Credits	\$13,585.34
Balance Due	\$0.00

Signature: _____

3A

SECURITY FEATURES INCLUDE: IRIS, WATER MARK, PARCHMENT, SECURITY FIBRE, CONTAINE PHOTOGRAM

PTP LOGISTICS LLC
350 WEST PASSAIC ST
ROCHELLE PARK NJ 07862

DATE 4/5/23

3252
55-136312
865
CHECK NUMBER

PAY TO THE ORDER OF United Breaks & Clutch Corp. \$ 13,585.³⁴

Thirteen Thousand Five Hundred Eighty Five & ³⁴/₁₀₀ DOLLARS

FOR FRE 2014 (White)

Signature: *[Handwritten Signature]*

MP

Security Features included

Details on Back

⑆003252⑆ ⑆031201360⑆ 438831070⑆

(3A)



UNITED BRAKES & CLUTCH CORP

387-393 Jefferson St
 Newark, NJ 07114
 Tel: 973-578-8700
 Fax: 973-578-8790
 Email: Service@UnitedBrakes.com
 Autobody License# 02062A
 Heavy Duty License# 000038

Invoice

19994

Customer:

PTP LOGISTICS LLC
 405 MURRAY HILL PKWY
 EAST RUTHERFORD, NJ 07073
 718-406-6366 HELEN
 EIN:81-4983911
 Fax:

UNIT#	ENGINE S#

accounting@ptplogisticsus.com

Date	P.O / W.O	VIN#	MAKE/YEAR	MILES	
5/4/2023	MILEAGE3410...	FR1701	FRT WH 2014		
Description			Qty	Rate	Amount
-Check Clutch					
EVERTOUGH SELF ADJ			1	997.89	997.89
FLY WHEEL			1	250.00	250.00
CLUTCH LUBRICATION HOSE VOLVO			1	58.81776	58.82
CLUTCH BRAKE			1	28.82	28.82
PILOT BEARING			1	15.79	15.79
FLY WHEEL CUT			1	125.00	125.00T
LABOR TO REPLACE CLUTCH			1	1,200.00	1,200.00T

By signing above Invoice, I (the Customer) acknowledge all repairs and Services performed are done to my satisfaction. Any claims made after are null and void.
 disclaimer: An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repair's therein. LIMITED WARRANTY: Unless otherwise noted on the Invoice, warranty on parts is limited to the manufacture warranties, Contact the manufacture for more Info.

I hereby acknowledge that my insurance company is the primary insurance carrier for any and all liability claims against United Brakes & Clutch Corp. United Brakes & Clutch Corp. provides secondary liability coverage only. I also hold United Brakes & Clutch Corp. free of any and all liability from possible damage that may occur during road test and inside shop testing.

Initials:

Customer Total Balance \$2,764.10

Subtotal	\$2,676.32
Sales Tax (6.625%)	\$87.78
Total	\$2,764.10
Payments/Credits	\$0.00
Balance Due	\$2,764.10

Signature: _____

Tonnelle Tire Service - N.B.

1810 Tonnelle Ave
 North Bergen, NJ 07047
 201-325-8666

(3A)

NO # 1-106830 Page 1 of 1
 Date 05/25/23
 n May 25, 2023 7:45 AM

Emp: 1-2 Admin / 1-2 Admin

Contact: 718-406-6366

**** WORK ORDER ****

Sold To:
 PTP LOGISTICS

Ship To:

Unit #:
 Vehicle: TRACTOR
 License: AY906K
 Mileage: In: 0 Out: 0
 Vin#:
 PO#:

Business Phone: 718-406-6366

Salesman	Mechanic	Part #	QTY	Description	Parts	Labor	FET	Total
2		F238532	2.00	11R22.5 FSTONE FS591 11R22.5	614.77	0.00	25.23	1,280.00
2		1	2.00	COMPUTER BALANCE - MT	0.00	0.00	0.00	0.00
2		1002	2.00	11R22.5 LEAO ADE892 11R22.5 (16)	290.61	0.00	29.39	640.00
2		101	4.00	MOUNT / DISMOUNT - HD	0.00	10.00	0.00	40.00
2		34	4.00	VALVE STEM VALVE STEM STEEL/ALUM	10.00	0.00	0.00	40.00
2		10044	4.00	MVS MOTOR VEHICLE FEE NJ	1.50	0.00	0.00	6.00

JOB DONE ON TRACTOR
 RF, LF, RFIO
 CR

Parts:	1,966.01
Labor:	40.00
	0.00
Subtotal:	2,006.01
Sales Tax:	5.30
Total:	\$2,011.31

Signature: _____

Tonnelle Tire Service - N.B.

1810 Tonnelle Ave
 North Bergen, NJ 07047
 201-325-8666

3A

NO # 1-106832 Page 1 of 1
 Date 05/25/23
 n May 25, 2023 8:25:AM

Emp: 1-2 Admin / 1-2 Admin

Contact: 718-406-6366

*******WORK ORDER*******

Sold To:
 PTP LOGISTICS

Ship To:

Unit #:
 Vehicle: TRACTOR
 License: AY906K
 Mileage: In: 0 Out: 0
 Vin#:
 PO#:

Business Phone: 718-406-6366

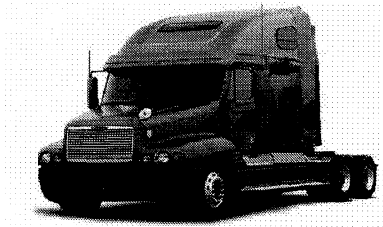
Salesman	Mechanic	Part #	QTY	Description	Parts	Labor	FET	Total
2		1002	1.00	11R22.5 LEAO ADE892 11R22.5 (16)	290.61	0.00	29.39	320.00
2		101	1.00	. MOUNT / DISMOUNT - HD	0.00	10.00	0.00	10.00
2		34	1.00	VALVE STEM VALVE STEM STEEL/ALUM	10.00	0.00	0.00	10.00
2		10044	1.00	MVS MOTOR VEHICLE FEE NJ	1.50	0.00	0.00	1.50

JOB DONE ON TRACTOR
 RRI
 GU

Parts:	331.50
Labor:	10.00
	0.00
Subtotal:	341.50
Sales Tax:	1.32
Total:	\$342.82

Signature: _____

EXHIBIT C



XPRESS TRUCK REPAIR LLC

315 14TH STREET
 CARLSTADT NJ 07072
 XPRESSTRUCKREPAIR@AOL.COM
 201-460-0189

Date	Invoice No.
04/06/23	15629

→ APPLY NOW and get 6 Months
 Special Financing on Parts & Services
purchases of \$199 or more!*

*Subject to credit approval. See store for details. Minimum monthly payments required. For use on Parts and Services only.

****PROCESSING FEES APPLY****



Bill To:
PTP LOGISTICS 405 MURRAY HILL PARKWAY EAST RUTHERFORD, NJ 07083 201-843-2414 EIN#: 81-4983911

MILEAGE	TRUCK#	MAKE	VIN#
		CAS FRL	GC4248

Item	Description	Quantity	Rate	Amount
SP/309701-82	CLUTCH	1	950.00	950.00
SP/127760	CLUTCH BRAKE	1	35.00	35.00
SBN/306SZZNT N	BALL BEARING	1	25.00	25.00
DDE/A47201403 22	SEAL	1	42.00	42.00
.	REAR TIRES	2	150.00	300.00
WHEEL SEAL	WHEEL SEAL AND LABOR (REAR)	2	100.00	200.00
BRAKE KITS	BRAKE KITS	4	70.00	280.00
DRUMS	DRUM	4	150.00	600.00
Labor	LABOR FOR BRAKES	4	60.00	240.00T
Labor	LABOR TO RESEAL POWER DIVIDER	1	250.00	250.00T
Labor	LABOR TO RESEAL FRONT REAR	1	350.00	350.00T
OIL CHANGE DD13/DD15	OIL CHANGE DD13/DD15	1	450.00	450.00T
DISPOSAL FEE	DISPOSAL FEE	1	9.50	9.50T
Labor	LABOR FOR CLUTCH	1	950.00	950.00T
.	BUMPER	1	950.00	950.00
DDE/A47215062 33	HARNESS	1	98.00	98.00

Total	
Payments/Credits	\$-8,070.98
Balance Due	\$0.00

By signing above Invoice, I (customer) acknowledge all repairs and services performed are done to my satisfaction. Any clamins made are null and void.

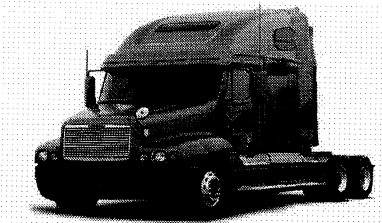
WARRANTY: Unless otherwise noted on the invoice, warranty on parts is limited to the manufacturer warranties. XPRESS TRUCK REPAIR hereby disclaims all warranties on parts and services.

XPRESS TRUCK REPAIR should not be liable for any inccidental or consequential damage and company maximum liability in connection with goods and servies herein shall be limited to the amount of this Invoice.

SIGNATURE: Page 1



Invoice



XPRESS TRUCK REPAIR LLC

315 14TH STREET
 CARLSTADT NJ 07072
 XPRESSTRUCKREPAIR@AOL.COM
 201-460-0189

Date	Invoice No.
04/06/23	15629

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 Special Financing on Parts & Services
purchases of \$199 or more!*

*Subject to credit approval. See store for details. Minimum monthly payments required. For use on Parts and Services only.

****PROCESSING FEES APPLY**



Bill To:
PTP LOGISTICS 405 MURRAY HILL PARKWAY EAST RUTHERFORD, NJ 07083 201-843-2414 EIN#: 81-4983911

MILEAGE	TRUCK#	MAKE	VIN#
		CAS FRL	GC4248

Item	Description	Quantity	Rate	Amount
DDE/A47215063 33	HARNES	1	105.00	105.00
FLYWHEEL CUT	FLYWHEEL CUT	1	70.00	70.00T
DDE/A47201023 13	OIL PAN	1	550.00	550.00
Labor	LABOR TO REPLACE INJECTOR HARNES AND RESEAL INJECTOR TUBES	1	650.00	650.00T
Labor	LABOR FOR BUMPER	1	150.00	150.00T
Labor	LABOR FOR OIL PAN	1	450.00	450.00T
MUD FLAP BRACKET	MUD FLAP BRACKET	1	130.00	130.00
	Sales Tax		6.625%	236.48

PAID

Total	\$8,070.98
Payments/Credits	\$-8,070.98
Balance Due	\$0.00

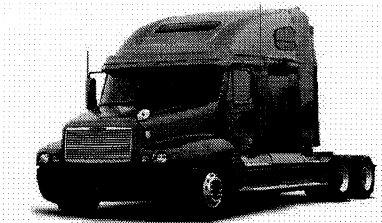
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SIGNATURE: Page 2



Invoice



XPRESS TRUCK REPAIR LLC

315 14TH STREET
 CARLSTADT NJ 07072
 XPRESSTRUCKREPAIR@AOL.COM
 201-460-0189

Date	Invoice No.
04/24/23	15682

Bill To:
PTP LOGISTICS 405 MURRAY HILL PARKWAY EAST RUTHERFORD, NJ 07083 201-843-2414 EIN#: 81-4983911

→ APPLY NOW
and get 6 Months

Special Financing on Parts & Services
purchases of \$199 or more!*

*Subject to credit approval. See store for details. Minimum monthly payments required. For use on Parts and Services only.

**PROCESSING
FEES APPLY



MILEAGE	TRUCK#	MAKE	VIN#
		CAS	GC4248

Item	Description	Quantity	Rate	Amount
23-12094-175	SCREW	12	5.00	60.00
23-09318-012	7/16 LOC CARBON	12	1.00	12.00
HFK-2923	PISTON RANGE	1	62.00	62.00
HF4302156	GASKET	3	6.00	18.00
23-14396-009	ELBOW	1	38.00	38.00
PHM/12-822	DRAIN VALVE	1	15.00	15.00
Labor	LABOR FOR TRANSMISSION	1	950.00	950.00T
Labor	LABOR FOR TOP COVER	1	250.00	250.00T
Labor	LABOR FOR AIR LEAK	1	60.00	60.00T
TOWING	TOWING	1	250.00	250.00T
	Sales Tax		6.625%	100.04

PAID

Total	\$1,815.04
Payments/Credits	\$-1,815.04
Balance Due	\$0.00

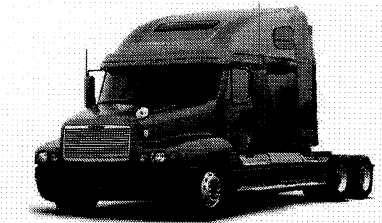
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SIGNATURE:



Invoice



XPRESS TRUCK REPAIR LLC

315 14TH STREET
 CARLSTADT NJ 07072
 XPRESSTRUCKREPAIR@AOL.COM
 201-460-0189

Date	Invoice No.
06/05/23	15830

→ APPLY NOW and get 6 Months
 Special Financing on Parts & Services purchases of \$199 or more!*

*Subject to credit approval. See store for details. Minimum monthly payments required. For use on Parts and Services only.

****PROCESSING FEES APPLY**

Bill To:
 PTP LOGISTICS
 405 MURRAY HILL PARKWAY
 EAST RUTHERFORD, NJ 07083
 201-843-2414
 EIN#: 81-4983911

MILEAGE	TRUCK#	MAKE	VIN#
		CAS	GC4248

Item	Description	Quantity	Rate	Amount
VCC/T77421A2 C	MOTOR-BLOWER	1	148.00	148.00
A06-94214-000	HARNESS	1	24.00	24.00
ABP/N10G-915 59	AIR FILTER	1	17.00	17.00
Labor	LABOR FOR A/C	1	200.00	200.00T
A/C CHARGE	A/C CHARGE	1	250.00	250.00T
	Sales Tax		6.625%	29.81

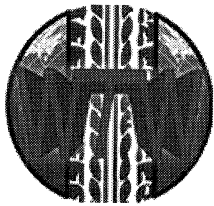
Total	\$668.81
Payments/Credits	\$0.00
Balance Due	\$668.81

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SIGNATURE:

JB



WORLD TIRE WHOLESale
 381 DOWD AVE
 ELIZABETH, NJ 07206
 Tel.: 1-888-453-5379/973-302-7405
 Fax: 908-469-1300

INVOICE NO. **1013596**

PTP LOGISTICS LLC
 405 MURRAY HILL PKWY
 EAST RUTHERFORD, NJ 07073
 M: 201-674-7435 W: 201-843-2414

Let us know how your visit went by scanning the QR code below and receive up to a \$10 refer-a-friend coupon!



ASK ABOUT OUR NO CREDIT CHECK INTEREST FREE FINANCING AND ROAD SERVICE!

VEHICLE	TAG	VIN	MILES	DATE		
2015 FREIGHTLINER <i>VIN # 4248</i>	AY609K NJ		803219	5/24/2023		
PART NO.	DESCRIPTION	MECH	QTY	FET	PRICE	AMOUNT
	OTR ALUMINIUM 22.5X8.25		6		265.00	1590.00
	295/75R22.5 DPLUS LS751 16PR CSD	JE/CA	8		269.00	2152.00
	295/75R22.5 SPEEDMAX SS622 AP 16PLY	JE	2		269.00	538.00
	EQUAL BALANCE	JE	2		25.00	50.00
				NJMV		15.00
				SALES TAX		286.86
				TOTAL		4631.86
				VISA		4631.86
				AMOUNT DUE		0.00

DOT LFI LFO LRI LRO RFI RRI RRO 4022 RFO 4322 RF LF 0123

- WTW Policy:
- 50-mile labor guarantee.
 - All vehicles must be inspected by customers before leaving. WTW is not responsible for any damage prior or after departure.
 - No used tire warranty.
 - New tire warranty: Tire manufacture warranties are transferred to customers.
 - Cars with sensors: WTW is not responsible for sensors that are damaged prior to service.
 - Vehicles without sensors: No guarantee on tires when valves are not replaced during installation.
 - Re-tighten all tractor, truck, and trailer lugs after 50 miles from installation.

Signature _____

EXHIBIT D



UNITED BRAKES & CLUTCH CORP

387-393 Jefferson St
 Newark, NJ 07114
 Tel: 973-578-8700
 Fax: 973-578-8790
 Email: Service@UnitedBrakes.com
 Autobody License# 02062A
 Heavy Duty License# 000038

Invoice

19825

Customer:

PTP LOGISTICS LLC
 405 MURRAY HILL PKWY
 EAST RUTHERFORD, NJ 07073
 718-406-6366 HELEN
 EIN:81-4983911
 Fax: 201-674-7435 DANL...

UNIT#	ENGINE S#
AY 607 K	

accounting@ptplogisticsus.com

Date	P.O / W.O	VIN#	MAKE/YEAR	MILES	
4/12/2023		GN5722	FRT BLUE		
Description			Qty	Rate	Amount
CHECK ALL TRUCK					
EVERTOUGH SELF ADJ			1	891.00	891.00
CLUTCH PEDAL MAIN CYLINDER			1	680.50	680.50
KING PINS			1	414.54	414.54
TIE ROD ASSY			1	365.95	365.95
FRONT BRAKES			2	99.89	199.78
FRONT DRUMS			2	275.00	550.00
REAR BRAKE KIT			4	69.99	279.96
REAR BRAKE DRUM			4	185.00	740.00
FRONT SHOCK ABSORBER			2	69.68	139.36
HYDRAULIC CLUTCH RELEASE FORK			1	184.68	184.68
TRANSM INPUT SHAFT			1	168.88	168.88
INPUT SHAFT COVER			1	47.69	47.69
CLUTCH BRAKE			1	39.55	39.55
INPUT SHAFT COVER GASKET			1	4.00	4.00
REAR DRIVE SEAL R/R D/S			1	55.00	55.00
AIR FILTER			1	131.07	131.07
CAB SHOCK ABSORBER			2	53.60	107.20

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 disclaimer: An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repair's therein. LIMITED WARRANTY: Unless otherwise noted on the Invoice, warranty on parts is limited to the manufacture warranties, Contact the manufacture for more Info.

I hereby acknowledge that my insurance company is the primary insurance carrier for any and all liability claims against United Brakes & Clutch Corp. United Brakes & Clutch Corp. provides secondary liability coverage only. I also hold United Brakes & Clutch Corp. free of any and all liability from possible damage that may occur during road test and inside shop testing.

Initials:

Customer Total Balance

Subtotal
Sales Tax (6.625%)
Total
Payments/Credits
Balance Due

Signature: _____

(SC)



UNITED BRAKES & CLUTCH CORP
 387-393 Jefferson St
 Newark, NJ 07114
 Tel: 973-578-8700
 Fax: 973-578-8790
 Email: Service@UnitedBrakes.com
 Autobody License# 02062A
 Heavy Duty License# 000038

Invoice

19825

Customer:

PTP LOGISTICS LLC
 405 MURRAY HILL PKWY
 EAST RUTHERFORD, NJ 07073
 718-406-6366 HELEN
 EIN:81-4983911
 Fax: 201-674-7435 DANL..

UNIT#	ENGINE S#

accounting@ptplogisticsus.com

Date	P.O / W.O	VIN#	MAKE/YEAR	MILES	
4/12/2023		GN5722	FRT BLUE		
Description			Qty	Rate	Amount
REAR ENGINE MERCEDES SEAL			1	51.32	51.32
CLUTCH LUBRICATION HOSE VOLVO			1	58.81776	58.82
SHIFTER GASKET			1	17.47	17.47
PILOT BEARING			1	15.79	15.79
COVER			1	12.00	12.00
INJECTOR SEAL			6	10.14	60.84
O-RING			1	11.50	11.50
BOLTS			2	8.18143	16.36
3/4 N/S ELASTIC STOP NUTS			2	1.50	3.00
FLY WHEEL CUT			1	125.00	125.00T
LABOR TO REPLACE CLUTCH			1	1,300.00	1,300.00T
LABOR TO REPLACE REAR BRAKES			4	75.00	300.00T
LABOR TO REPLACE WHEEL SEAL			0.5	125.00	62.50T
LABOR TO REPLACE KING PINS			1	850.00	850.00T
LABOR TO REPLACE TIE ROD ASSY			1	125.00	125.00T
LABOR TO REPLACE FRONT SHOCKS			2	50.00	100.00T

By signing above Invoice, I (the Customer) acknowledge all repairs and Services performed are done to my satisfaction. Any claims made after are null and void. disclaimer: An express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repair's therein. LIMITED WARRANTY: Unless otherwise noted on the Invoice, warranty on parts is limited to the manufacture warranties, Contact the manufacture for more Info.

I hereby acknowledge that my insurance company is the primary insurance carrier for any and all liability claims against United Brakes & Clutch Corp. United Brakes & Clutch Corp. provides secondary liability coverage only. I also hold United Brakes & Clutch Corp. free of any and all liability from possible damage that may occur during road test and inside shop testing.

Initials:

Customer Total Balance \$10,654.43

Subtotal	\$8,108.76
Sales Tax (6.625%)	\$189.64
Total	\$8,298.40
Payments/Credits	\$0.00
Balance Due	\$8,298.40

Signature: _____

PTP LOGISTICS, LLC
 405 MURRAY HILL PKWY
 EAST RUTHERFORD, NJ 07073
 T.201-843-2414 F. 201-843-2416
 ACCOUNTING@PTPLOGISTICSUS.COM

Date	Ref. No.
04/20/2023	19825

Vendor
UNITED BRAKES & CLUTCH CORP. 387-393 JEFFERSON STREET MEWAR, NJ 07114

PAID

Bill Due	04/20/2023
Terms	DUE ON RECEIPT
Memo	

Expenses

Account	Memo	Amount	Customer:Job
Repairs and Maintenance		8,298.40	

Expense Total : 8,298.40

Bill Total : \$8,298.40

EXHIBIT E



Invoice



XPRESS TRUCK REPAIR LLC
 315 14TH STREET
 CARLSTADT NJ 07072
 XPRESSTRUCKREPAIR@AOL.COM
 201-460-0189

Date	Invoice No.
04/29/23	15702

→ APPLY NOW and get 6 Months
 Special Financing on Parts & Services purchases of \$199 or more!*

****PROCESS FEES APPLY**

*Subject to credit approval. See store for details. Minimum monthly payments required. For use on Parts and Services only.

Bill To:
PTP LOGISTICS 405 MURRAY HILL PARKWAY EAST RUTHERFORD, NJ 07083 201-843-2414 EIN#: 81-4983911

MILEAGE	TRUCK#	MAKE	VIN#
		VOLVO	908215

Item	Description	Quantity	Rate	Amount
22522221	HEAD GASKET KIT	1	1,150.00	1,150.00
21528673	SHOULDER SCREW	4	52.00	208.00
21613426	THERMOSTAT	1	156.00	156.00
21434720	CONNECTION PIPE	1	38.00	38.00
21345131	FLANGE SCREW	38	10.00	380.00
21515329	INJECTOR CUPS	6	38.00	228.00
22879257	CAMSHAFT BEARING	1	96.00	96.00
22879256	CAMSHAFT BEARING K	6	24.00	144.00
WUR154780388	V-BAND	2	34.00	68.00
1547252	SEALING RING	8	12.00	96.00
471626	RUBBER MOUNT	7	18.00	126.00
21940615	SEALING RING	8	16.00	128.00
21545619	V-BAND CLAMP	1	48.00	48.00
21021852	V-BAND CLAMP	1	36.00	36.00
21095721	GASKET	1	15.00	15.00
21344787	FLANGE SCREW	12	22.00	264.00
20526428	SEALING RING	7	12.00	84.00
21294062	GASKET	1	128.00	128.00
21714847	BELT TENTIONER	1	285.00	285.00
20582556	PULLEY	1	89.00	89.00
21053033	HOSE	1	34.00	34.00

Total	
Payments/Credits	\$0.00
Balance Due	\$11,619.70

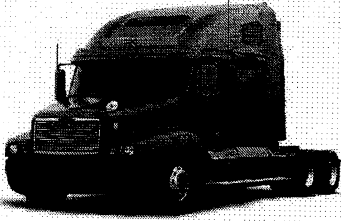
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SIGNATURE: Page 1



Invoice



XPRESS TRUCK REPAIR LLC

315 14TH STREET
 CARLSTADT NJ 07072
 XPRESSTRUCKREPAIR@AOL.COM
 201-460-0189

Date	Invoice No.
04/29/23	15702

Bill To:
PTP LOGISTICS 405 MURRAY HILL PARKWAY EAST RUTHERFORD, NJ 07083 201-843-2414 EIN#: 81-4983911

→ APPLY NOW
and get 6 Months

Special Financing on Parts & Services
purchases of \$199 or more!*

*Subject to credit approval. See store for details. Minimum monthly payments required. For use on Parts and Services only.



**PROCESSE
FEES APPL

MILEAGE	TRUCK#	MAKE	VIN#
		VOLVO	908215

Item	Description	Quantity	Rate	Amount
23961868	V-BELT	1	85.00	85.00
.	REAR SEAL	1	80.00	80.00
Labor	LABOR FOR REAR SEAL	1	150.00	150.00T
HANGER	HANGER BEARING	1	105.00	105.00
BEARING				
Labor	LABOR FOR HANGER BEARING	1	150.00	150.00T
.	BRAKE KIT	2	240.00	480.00
Labor	LABOR FOR BRAKES	4	60.00	240.00T
Labor	LABOR FOR HEAD GASKET	1	3,500.00	3,500.00T
Labor	LABOR TO REPLACE INJECTOR CUPS	1	1,200.00	1,200.00T
Labor	LABOR TO RESEAL OIL COOLER	1	800.00	800.00T
Labor	LABOR FOR BELT AND TENTIONER	1	200.00	200.00T
OIL CHANGE	OIL CHANGE VOLVO	1	380.00	380.00T
VOLVO				
DISPOSAL FEE	DISPOSAL FEE	1	9.50	9.50T
	Sales Tax		6.625%	439.20

Total	\$11,619.70
Payments/Credits	\$0.00
Balance Due	\$11,619.70

By signing above Invoice, I (customer) acknowledge all repairs and services performed are done to my satisfaction. Any clamins made are null and void. WARRANTY: Unless otherwise noted on the invoice, warranty on parts is limited to the manufacturer warranties. XPRESS TRUCK REPAIR hereby disclaims all warranties on parts and services.

XPRESS TRUCK REPAIR should not be liable for any incidental or consequential damage and company maximum liability in connection with goods and servies herein shall be limited to the amount of this Invoice.

SIGNATURE: Page 2

3D




Accounts

America's Most Convenient Bank®

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Front of check

PTP LOGISTICS LLC 405 MURRAY HILL PKWY EAST RUTHERFORD, NJ 07073-2136		TD BANK AMERICA'S MOST CONVENIENT BANK	6344 11-06612 67555 2136
PAY TO THE ORDER OF XPRESS TRUCK REPAIR LLC		5/26/2023	\$ **11,618.70
Eleven Thousand Six Hundred Nineteen and 70/100*****		DOLLARS	
XPRESS TRUCK REPAIR LLC 315 14TH STREET CARLSTADT NJ 07072		 AUTHORIZED SIGNATURE	
MEMO			
008344 0312013501 4338310701*			

Back of check

<p> <input type="checkbox"/> CHECK ONLY FOR MOBILE REMOTE DEPOSIT <small>USE THE BACK OF FRONT OF CHECK ONLY</small> </p> <p> <small> 1. This check is not valid unless it is signed by the authorized signatory of the account. 2. This check is not valid unless it is signed in the presence of the authorized signatory of the account. 3. This check is not valid unless it is signed in the presence of the authorized signatory of the account. 4. This check is not valid unless it is signed in the presence of the authorized signatory of the account. 5. This check is not valid unless it is signed in the presence of the authorized signatory of the account. 6. This check is not valid unless it is signed in the presence of the authorized signatory of the account. 7. This check is not valid unless it is signed in the presence of the authorized signatory of the account. 8. This check is not valid unless it is signed in the presence of the authorized signatory of the account. 9. This check is not valid unless it is signed in the presence of the authorized signatory of the account. 10. This check is not valid unless it is signed in the presence of the authorized signatory of the account. </small> </p>	<p> <input type="checkbox"/> CHECK ONLY FOR MOBILE REMOTE DEPOSIT <small>USE THE BACK OF FRONT OF CHECK ONLY</small> </p> <p> XPRESS TRUCK REPAIR LLC 315 14TH STREET CARLSTADT NJ 07072 </p>
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EXHIBIT F



XPRESS TRUCK REPAIR LLC

315 14TH STREET
 CARLSTADT NJ 07072
 XPRESSTRUCKREPAIR@AOL.COM
 201-460-0189

Date	Invoice No.
04/29/23	15703

→ APPLY NOW
and get 6 Months

Special Financing on Parts & Services
purchases of \$199 or more!*

*Subject to credit approval. See store for details. Minimum monthly payments required. For use on Parts and Services only.

**PROCESSING
FEES APPLY



Bill To:
PTP LOGISTICS 405 MURRAY HILL PARKWAY EAST RUTHERFORD, NJ 07083 201-843-2414 EIN#: 81-4983911

MILEAGE	TRUCK#	MAKE	VIN#
		FRL CAS	GH5372

Item	Description	Quantity	Rate	Amount
BRAKE KITS	BRAKE KITS	4	70.00	280.00
DRUMS	DRUM	4	150.00	600.00
Labor	LABOR FOR BRAKES	4	60.00	240.00T
WHEEL SEAL	WHEEL SEAL	1	46.00	46.00
Labor	LABOR FOR WHEEL SEAL	1	60.00	60.00T
.	REAR TIRES	4	150.00	600.00
Labor	LABOR AND PARTS TO RESEAL ROCKER COVER	1	2,200.00	2,200.00T
Labor	LABOR TO RESEAL FUEL PUMP	1	1,200.00	1,200.00T
Labor	LABOR TO RESEAL OIL COOLER HOUSING	1	600.00	600.00T
.	GASKET	1	120.00	120.00
Labor	LABOR TO RESEAL TURBO RETURN PIPE	1	150.00	150.00T
OIL CHANGE	OIL CHANGE DD13/DD15	1	450.00	450.00T
DD13/DD15				
DISPOSAL FEE	DISPOSAL FEE	1	9.50	9.50T
SYNTHETIC OIL	SYNTHETIC OIL	1	180.00	180.00T
DDE/A47101605	SEAL	1	48.00	48.00
21				
DDE/A47101605	MOUNTING SEAL	1	48.00	48.00
80				
DDE/A47207804	METAL SEAL	6	9.00	54.00
80				

Total	
Payments/Credits	\$-7,694.78
Balance Due	\$0.00

By signing above Invoice, I (customer) acknowledge all repairs and services performed are done to my satisfaction. Any clamins made are null and void.

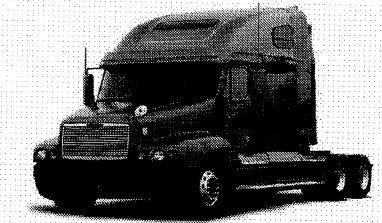
WARRANTY: Unless otherwise noted on the invoice, warranty on parts is limited to the manufacturer warranties. XPRESS TRUCK REPAIR hereby disclaims all warranties on parts and services.

XPRESS TRUCK REPAIR should not be liable for any incidental or consequential damage and company maximum liability in connection with goods and servies herein shall be limited to the amount of this Invoice.

SIGNATURE: Page 1



Invoice



XPRESS TRUCK REPAIR LLC

315 14TH STREET
 CARLSTADT NJ 07072
 XPRESSTRUCKREPAIR@AOL.COM
 201-460-0189

Date	Invoice No.
04/29/23	15703

→ APPLY NOW and get 6 Months
 Special Financing on Parts & Services
purchases of \$199 or more!*

*Subject to credit approval. See store for details. Minimum monthly payments required. For use on Parts and Services only.

****PROCESSING FEES APPLY**



Bill To:
PTP LOGISTICS 405 MURRAY HILL PARKWAY EAST RUTHERFORD, NJ 07083 201-843-2414 EIN#: 81-4983911

MILEAGE	TRUCK#	MAKE	VIN#
		FRL CAS	GH5372

Item	Description	Quantity	Rate	Amount
05-26333-000	HOSE	1	28.00	28.00
DDE/A47218419	SEAL	1	76.00	76.00
80				
DDE/A47220050	COOLANT LINE	1	21.00	21.00
52				
DDE/A47120074	COOLANT	1	52.00	52.00
52				
DDE/A47220303	PIPE	1	16.00	16.00
15				
DDE/A00815301	TEMP SENSOR	1	28.00	28.00
28				
DDE/N0000000	SEAL RING	8	2.00	16.00
01069				
BRZ/62020H-C	CLAMP-HOSE	2	2.25	4.50
BRAKE	BRAKE CHAMBER	2	30.00	60.00
CHAMBER				
Labor	LABOR FOR BRAKE CHAMBER	2	80.00	160.00T
	Sales Tax		6.625%	347.78

PAID

Total	\$7,694.78
Payments/Credits	\$-7,694.78
Balance Due	\$0.00

By signing above Invoice, I (customer) acknowledge all repairs and services performed are done to my satisfaction. Any clamins made are null and void. WARRANTY: Unless otherwise noted on the invoice, warranty on parts is limited to the manufacturer warranties. XPRESS TRUCK REPAIR hereby disclaims all warranties on parts and services.

XPRESS TRUCK REPAIR should not be liable for any inccidental or consequential damage and company maximum liablilty in connection with goods and servies herein shall be limited to the amount of this Invoice.

SIGNATURE: Page 2

EXHIBIT G

INDEPENDENT CONTRACTOR'S AGREEMENT

This Independent Contractor Agreement (this "Agreement") is made, by and between, PTP Logistics, located at 405 Murray Hill Pkwy, East Rutherford, NJ 07073 (the "Company"), and Michael Jean Baptiste, residing at 353 Lincoln Avenue, Apt. B9, Orange, NJ 07050-2397 (the "Contractor").

By signing below, the Contractor agrees to this Agreement to Arbitrate (this "Agreement") with the Company, effective on the date the Contractor executes this Agreement below. For purposes of this Agreement, the "Company" includes the Company's related entities, parents, subsidiaries, affiliates, divisions, successors, predecessors, and assigns, and each of their board members, owners, officers, directors, managers, partners, Contractors, agents, attorneys, representatives, and all persons acting by and through them. The Contractor is not required to sign this Agreement as a condition of performing work for the Company. In consideration of the mutual promises and conditions contained in this Agreement, the Company and the Contractor mutually agree as follows:

1. The Contractor and the Company agree to submit all "Claims" (defined in Paragraph 7 below) between the Contractor and the Company that may arise out of or relate in any way to the Contractor's employment with the Company, including but not limited to the termination of the Contractor's employment and the Contractor's compensation, to FINAL and BINDING arbitration.
2. The arbitration shall be governed by the procedural and substantive provisions of the Federal Arbitration Act, 9 U.S. C. Section 1 *et seq.*, and shall be interpreted in accordance with applicable law. Either party may seek provisional relief remedies in court as provided under New Jersey arbitration laws.
3. Any arbitration under this Agreement shall be conducted by a neutral arbitrator before American Arbitration Association ("AAA") in accordance with the then-effective Employment Arbitration Rules and Mediation Procedures (available online at <https://www.adr.org/sites/default/files/EmploymentRules-Web.pdf>, as the exclusive remedy for such dispute, and not by a lawsuit or resort to court process. The arbitrator shall not have authority to resolve any questions relating to gateway questions of arbitrability or the validity of the class, collective, and representative action waiver as set forth in Paragraph 8 of this Agreement.
4. Unless otherwise required by law, the Contractor and the Company shall each bear their own costs, expenses, and attorneys' fees in such arbitration. The Company, however, will be responsible for paying any filing fee and the fees and costs of the arbitration, except that the Contractor shall contribute an amount equal to the filing fee to initiate a claim in a court of general jurisdiction in the state in which the Contractor is employed. Both the Contractor and the Company shall have the right to conduct reasonable discovery as determined by the arbitrator chosen.
5. This Agreement does not provide for jury trials, but for a hearing before one independent, neutral arbitrator. The Contractor and the Company each specifically waive and relinquish the right to bring Claims against each other in a court of law, and give up all rights to a jury trial. The arbitration shall be held in the county in which the Contractor last worked for the

Company. The selected arbitrator shall apply the Federal Rules of Evidence to the arbitration proceeding.

6. The arbitrator will issue a written decision and award resolving the dispute. The arbitrator shall have the power to award any type of remedy that would be available in a court of competent jurisdiction including, but not limited to, reasonable attorneys' fees and costs and punitive damages when such damages and fees are available under the applicable statute and/or judicial authority. Both the Contractor and the Company agree that the award or decision of the arbitrator shall be final, binding, and nonappealable, and may be entered in any court having jurisdiction thereof as a basis of judgment and of the issuance of execution for its collection.
7. Definition of "Claim(s)": Included within the scope of this Agreement and covered by this Agreement are all Claims relating to, arising out of, in connection with, or involving the Contractor's employment or termination of employment with the Company, whether based on tort, express or implied contract, any covenant of good faith and fair dealing, any federal, state, or local statute (including, but not limited to, any claims for discrimination, retaliation, and harassment, wage and hour claims, claims for payment of wages and benefits, and claims for violation of employment rights, whether based on the, the Fair Labor Standards Act, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, or any other federal, state, or local law or regulation), any federal or state constitution and/or any public policy, equitable law, common law, or otherwise. The following are expressly excluded from arbitration and are not covered by this Agreement: (a) claims related to workers' compensation, state disability insurance benefits, or unemployment insurance; (b) any claim for employee benefits governed by the Employee Retirement Income Security Act of 1974, as amended, or the Consolidated Omnibus Budget Reconciliation Act of 1985; (c) any claim expressly excluded from arbitration agreements by a lawful and valid statute that is not preempted by the Federal Arbitration Act; and (d) claims that would not be actionable in a court of law. Both the Contractor and the Company may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief in connection with an arbitrable controversy, but all determinations of final relief must be decided in arbitration, and the pursuit of temporary or preliminary injunctive relief shall not be deemed incompatible with or constitute a waiver of rights under this Agreement. Nothing in this Agreement shall prevent the Contractor from filing and pursuing proceedings before the Equal Employment Opportunity Commission, the National Labor Relations Board, or any other federal, state, or local agency charged with the enforcement of any employment laws; however, if the Contractor chooses to pursue a Claim after any such administrative agency completes its processing of any Claim, the Contractor can only pursue that Claim further through individual arbitration as set forth in this Agreement.
8. To the extent permitted by law, the Contractor and the Company both waive their right to bring, maintain, or participate in any class, collective, or representative proceeding, whether in arbitration or otherwise. All Claims between the Contractor and the Company within the scope of this Agreement shall be brought in the individual capacity of the Contractor or the Company. No arbitrator shall have the power to decide any class, collective, or representative claims. Only a court of competent jurisdiction may interpret or rule upon the enforceability of this Paragraph of the Agreement, including the validity of the parties' class, collective, and representative action waiver. The Contractor and the Company agree that the foregoing class, collective, and representative action waiver shall be enforced to the fullest extent permitted by applicable law. If any provision of this

Paragraph is deemed void or unenforceable, that provision shall be severed and the remainder of this Paragraph and the Agreement as a whole shall be enforceable.

9. The Contractor and the Company agree to make a good faith interactive effort to attempt to resolve any dispute between them prior to filing for arbitration. If the good faith efforts to resolve any dispute before arbitration are unsuccessful, the parties shall submit the dispute to AAA using AAA procedures for appointment of arbitrator, unless the parties mutually agree upon the selection of an arbitrator.
10. The Contractor shall begin work at the Company on February 20, 2023, for a term of approximately six months, unless extended or terminated earlier, by agreement of both parties. The Contractor will work three days a week from approximately 10:00 am to 3:00 pm and the hours may fluctuate.
11. The Contractor shall be paid as a 1099 contractor. The compensation shall be \$2000 (two thousand dollars) per week, payable weekly.
12. The Company hires the Contractor in the capacity of a Sales Operation Consultant. The Contractor's duties entail growing sales, training dispatchers, holding monthly meetings with truck drivers, consulting management, and providing any other services that the Contractor sees fit for the Company's business. The Contractor is free from the control and direction of the Company in connection with the performance of the work. The Contractor has the sole right to control and direct the means, manner, and method by which the Services under this Agreement will be performed.
13. The Contractor agrees not to reveal confidential information, trade secrets to any person, firm, corporation, or entity. Should the Contractor reveal or threaten to reveal this information, the Company shall be entitled to an injunction restraining the Contractor from disclosing same or from rendering any services to any entity to whom said information has been or is threatened to be disclosed. The right to secure an injunction is not exclusive, and the Company may pursue any other remedies it has against the Contractor for a breach or threatened breach of this condition, including the recovery of damages from the Contractor.
14. The Contractor may incur reasonable expenses for furthering the Company's business, including expenses for entertainment, travel, and similar items. The Company shall not be liable to the Contractor for all such business expenses.
15. This Agreement shall be binding upon and pass to the benefit of the successors and assigns of the Company and the Contractor, as well as all of the Company's former, current, and future related entities, parents, subsidiaries, affiliates, divisions, and each of their board members, owners, officers, directors, managers, partners, employees, agents, representatives, and all persons acting by and through them.
16. Waiver of any breach of this Agreement by the Company or the Contractor will not constitute a waiver of subsequent similar or dissimilar breaches of this Agreement, or a waiver of any of the obligations contained herein.
17. If any term or provision, or portion of this Agreement is declared void or unenforceable, it shall be severed and the remainder of this Agreement shall be enforceable.
18. This is the entire agreement between the Contractor and the Company regarding dispute resolution, and supersedes any and all prior agreements regarding dispute resolution. Oral

representations or agreements made before or after the Contractor's employment do not alter this Agreement. This Agreement can only be changed in writing by the Chief Executive Officer of the Company.

19. This Agreement does not alter the at-will status of the Contractor's employment. This Agreement will remain in effect throughout the period of the Contractor's employment by the Company and shall survive the termination of the Contractor's employment for any reason.
20. NOTE TO THE CONTRACTOR: YOU AND THE COMPANY ARE AGREEING TO HAVE ANY AND ALL CLAIMS THAT ARISE OUT OF YOUR EMPLOYMENT DECIDED BY NEUTRAL ARBITRATION INSTEAD OF A JURY OR COURT TRIAL. THIS ARBITRATION AGREEMENT AFFECTS YOUR LEGAL RIGHTS. YOU MAY WANT TO SEEK LEGAL ADVICE BEFORE SIGNING.

The Contractor has voluntarily and willingly executed this Agreement as of the date signed by the Contractor below. By signing below, the Contractor acknowledges that the Contractor has read, understood, and agrees to be legally bound to the terms of this Agreement.

Michael J. Baptiste
Print Contractor Name


Contractor SIGNATURE

2-16-23
Date

Civil Case Information Statement

Case Details: ESSEX | Civil Part Docket# L-004066-23

Case Caption: JNQ LOGISTICS CORP VS PTP LOGISTICS
Case Initiation Date: 06/23/2023
Attorney Name: ANDREW C MILLER
Firm Name: KIM & BAE, PC
Address: 2160 N CENTRAL RD STE 303
FORT LEE NJ 070240000
Phone: 2015852288
Name of Party: DEFENDANT : PTP LOGISTICS
Name of Defendant's Primary Insurance Company
(if known): None

Case Type: CONTRACT/COMMERCIAL TRANSACTION
Document Type: Answer W/CounterClaim W/Jury Demand
Jury Demand: YES - 6 JURORS
Is this a professional malpractice case? NO
Related cases pending: NO
If yes, list docket numbers:
Do you anticipate adding any parties (arising out of same transaction or occurrence)? YES
Does this case involve claims related to COVID-19? NO
Are sexual abuse claims alleged by: JNQ LOGISTICS CORP? NO
Are sexual abuse claims alleged by: MICHAEL J BAPTISTE? NO
Are sexual abuse claims alleged by: MICHAEL JEAN BAPTISTE, LLC? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Business

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO **Title 59?** NO **Consumer Fraud?** NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

08/22/2023
Dated

/s/ ANDREW C MILLER
Signed