



U.S. Department
of Transportation

**Research and
Special Programs
Administration**

Office of the
Chief Counsel

400 Seventh St. S.W.
Washington D C 20590

VIA FACSIMILE AND ORIGINAL BY CERTIFIED MAIL

NOV 22 2002

Kenneth A. Miller, Esq.
Attorney & Counselor at Law
P.O. Box 1283
Williams, California 95987

Re: California Highway Patrol Citation of 49 C.F.R. § 173.24(b)

Dear Mr. Miller:

Your October 11, 2002 letter addressed to Mr. Ed Mazzullo, Director, Office of Hazardous Materials Standards (OHMS), Research and Special Program Administration (RSPA) has been forwarded to me for response.

In your letter, you described a contractual relationship between your client, Harry L. Johnson Trucking (Johnson Trucking), and Richard Hancock (Mr. Hancock). Subsequently, your client provided OHMS with a copy of the contract between Johnson Trucking and Mr. Hancock, as well as a copy of a citation issued by the California Highway Patrol arising out Mr. Hancock's transportation of aqueous ammonia solution in trailers furnished by your client.

You asked whether, in the fact situation you described, your client would be considered to be a "hazmat employer" and whether Mr. Hancock would be considered to be a "hazmat employee." The definitions of "hazmat employer" and "hazmat employee" are contained in 49 CFR § 171.8. Based on the information you provided, it appears that your client is a hazmat employer, at least with regard to its own employees. It also appears that Mr. Hancock is a hazmat employer as an "owner-operator of a motor vehicle which transports hazardous materials in commerce."

The issues of whether your client is an employer of Mr. Hancock or whether Mr. Hancock is an independent contractor would be determined by State law. Those issues would require resolution before determining whether your client is a "hazmat employer" of Mr. Hancock. RSPA is not able to make that determination, nor can we interpret the terms of the contract between your client and Hancock. RSPA does not act as fact-finder with regard to the California enforcement proceeding, nor does RSPA review an administrative or judicial enforcement proceeding.



020272

I hope this information has been helpful. If you have further questions on the regulatory requirements, you may contact Mr. Del Billings in the Office of Hazardous Materials Standards at (202) 366-8553.

Sincerely,

for Karin V. Christian

Edward H. Bonekemper, III
Assistant Chief Counsel for Hazardous Materials
Safety

cc: Paul Horgan
California Highway Patrol



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Sincerely,

Karin V. Christman
for

Edward H. Bonekemper, III
Assistant Chief Counsel for Hazardous Materials
Safety

cc: Paul Horgan
California Highway Patrol

LAW OFFICES OF KENNETH A. MILLER

Kenneth (Ken) A. Miller
Attorney & Counselor at Law

P.O. Box 1283
Williams, California 95987

TELEPHONE (530) 473-2758

OCTOBER 11, 2002

SENT VIA FAX
(202) 366-3012

Engrum
§171.8
Definitions
02-0272

EDWARD MAZZULLO
Director, Office of Hazardous Material Standards
United States Department of Transportation
400 7th Street SW
Washington, D.C. 20590

Re: Interpretation of 49 CFR § 171.8 - Hazmat Employee and Hazmat Employer

Dear Mr. Mazzullo:

I represent Harry and Elizabeth Johnson of Live Oak, California, who are doing business as Harry Johnson Trucking. The company is a general hauler of commodities as well as licensed to transport hazardous materials.

Currently, they are being prosecuted for a violation of California law which specifically charges a violation of 49 CFR 173.24(b).

At issue in the current case is whether or not the Johnsons were "hazmat employers" and whether or not the driver of the combination of vehicles at the time of the alleged violation was a "hazmat employee" of the Johnsons.

Here is a factual scenario of the chain of events:

On April 4, 2001, one Richard Hancock (Hancock) entered into a "Sub-hauler and Trailer Rental Agreement" with Harry L. Johnson Trucking (Johnsons). (A copy of that agreement is attached hereto for your review). That agreement sets forth the terms and conditions that Hancock was to follow.

During the course of the above agreement, Hancock would receive dispatch calls from Big Valley Agricultural Services to pick-up and deliver fertilizer and other agricultural products. Such dispatch calls would not come from Johnsons.

Hancock used his own truck-tractor as the power unit. Johnsons leased two tank trailers to Hancock for a fee.

Hancock was insured under his own liability insurance policy

Hancock maintained his own California Public Utilities permit # CA 11168.

Hancock stated under penalty of perjury that he did not have employees and therefore did not carry Worker's Compensation Insurance.

Hancock was not under the supervision of Johnsons.

For a fee, Johnsons would bill the agricultural companies for the transport of the products shipped, and from the accounts received, Johnsons would deduct monies for the fuel Hancock charged to their fuel account, parts that Hancock charged to their parts/service account, and monthly rental fee for the trailers. The remainder, and majority of the monies were sent directly to Hancock

On April 23, 2001, Hancock was dispatched by Big Valley to pick up a load of Aqueous Ammonia Solution (UN 2672) at Butte County Rice Growers Association (BUCRA) in Richvale, California and transport it to a farm in Robbins, California.

Hancock drove his truck-tractor pulling the leased trailers to Richvale, loaded the trailers and began his drive to Robbins, approximately one (1) hours travel time. At Gridley, California, approximately 1/2 hour into his trip, Hancock was stopped by the California Highway Patrol.

During the subsequent stop, the CHP officer alleges he detected the odor of ammonia emanating from the combination of vehicles. He stated that he subsequently discovered that some liquid was "spewing" from a pipe on the top of the second trailer. The officer declared the situation to be a hazardous material spill incident and called for the fire department and hazardous materials team. Residents and businesses in the area were told to evacuate the area.

During the course of time while all of the support agencies were responding, and after the hazardous materials team made entry onto the alleged leaking trailer, they discovered that the trailer was not leaking at that time. They did observe approximately 2 to 3 inches of liquid pooled in a revetment which surrounded the fill hatch of the trailer. They classified the amount of liquid as a "very minimal" amount. This liquid was absorbed utilizing kitty litter. Johnson, being licensed to dispose of hazmat waste, removed the Aqueous Ammonia Solution soaked kitty litter to his garden where he used it as fertilizer.

The combination of vehicles was eventually moved to Big Valley Agricultural Services where the product was partially unloaded into another vehicle. While moving the vehicle to the unloading site, because the officer and the hazmat team had unlatched the filler cap and failed to secure that cap prior to moving the vehicle, approximately 20 to 30 gallons of Aqueous Ammonia Solution spilled out of the trailers and onto the ground. This spill was not contained by the hazmat team, nor were any residents or businesses in the surrounding area evacuated.

My questions to you are these -

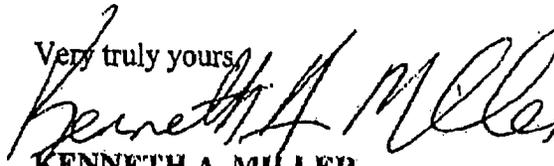
1. Were the Johnsons, under this scenario, as per 49 CFR 171.8 definitions, considered to be a "hazmat employer"?
2. Was Hancock a "hazmat employee" under the definition specified in 49 CFR 171.8?

It is my opinion that Hancock was working as an "independent contractor" and as such is totally responsible for any alleged spill, violations of California law or violations of the Code of Federal Regulations, specifically 49 CFR. Johnsons were merely the lessors of a set of tank trailers, having no supervisorial powers over Hancock.

I am currently calendared to appear on this matter to argue special jury instructions on November 4, 2002 at 1:30 p.m. Any information or clarification as to this matter before that date would be greatly appreciated.

I look forward to hearing from you in the immediate future. If you are in need of additional information, please contact me at (530) 473-2758.

Very truly yours,



KENNETH A. MILLER

Attorney at Law

HARRY L. JOHNSON TRUCKING
3814 Sanders Road
Live Oak, California 95953
CA# 020160
PHONE 530-673-1071

SUBHAULER AND TRAILER RENTAL AGREEMENT

THIS AGREEMENT ENTERED INTO THIS 4 DAY OF 4, 1900
BY AND BETWEEN:

PRIME CARRIER

HARRY L. JOHNSON TRUCKING
3814 Sanders Road
Live Oak, California 95953

PERMIT: C.A # 020160

AND SUBHAULER:

NAME: R. Hancock
BUSINESS R. Hancock TRUCKING
ADDRESS P.O. Box 1855
Yuba City, CA.

CA# 111168
FED. ID# _____

AGREE AS FOLLOWS:

1. THE PRIME CARRIER AND SUBHAULER AGREE THAT AS AN INDEPENDENT CONTRACTOR, SUBHAULER SHALL FROM TIME TO TIME TRANSPORT FERTILIZER, AGRICULTURAL PRODUCTS, AND/OR GENERAL FREIGHT COMMODITIES UNDER SUBHAULER'S CALIFORNIA PUBLIC UTILITIES AUTHORITY.
2. THE SUBHAULER WARRANTS AND REPRESENTS THAT THE OPERATING AUTHORITY REPRESENTED BY THE ABOVE CA. NUMBER HAS BEEN FILED, APPROVED AND IS IN GOOD STANDING WITH THE CALIFORNIA PUBLIC UTILITIES COMMISSION. IF SUBHAULER'S OPERATING AUTHORITY EXPIRES OR IS REVOKED DURING THE LIFE OF THE SUBHAULER AGREEMENT, SAID AGREEMENT MAY BE VOIDED BY PRIME CARRIER UPON WRITTEN NOTICE TO SUBHAULER.
3. THE SUBHAULER WARRANTS AND REPRESENTS THAT HE IS THE OWNER AND CONTRACTOR OF MOTORIZED EQUIPMENT CAPABLE AND SUITABLE FOR HAULING THE COMMODITIES NAMED ABOVE LOADED TO MAXIMUM CAPACITY. SUBHAULER WARRANTS THAT HIS EQUIPMENT IS IN GOOD WORKING CONDITION AND STATE OF REPAIR AND THAT HE WILL PERFORM AT HIS EXPENSE, THE NECESSARY REPAIRS TO MAINTAIN THE EQUIPMENT IN GOOD ORDER AND RUNNING CONDITION WHILE THIS AGREEMENT IS IN EFFECT. SUCH EQUIPMENT IS DESCRIBED IN SCHEDULE A, ATTACHED HERETO.
4. THE SUBHAULER, IT'S AGENTS AND DRIVERS ARE NOT EMPLOYEES OF THE PRIME CARRIER AND ALL SERVICES PERFORMED BY SUBHAULER FOR THE PRIME CARRIER SHALL BE AS AN INDEPENDENT CONTRACTOR.

HARRY L. JOHNSON TRUCKING
3814 Sanders Road
Live Oak, California 95959

5. ALL EXPENSES RELATED TO OR INCIDENT TO OPERATION OF THE SUBHAULER'S MOTORIZED TRACTOR (FUEL, OIL, TYRES, PAYROLL COSTS, ETC.) SHALL BE SUBHAULER'S EXPENSES.

6. SUBHAULER SHALL MAINTAIN PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE ON HIS EQUIPMENT AT ALL TIMES WITH A MINIMUM AMOUNT OF \$1,000,000.00 COMBINED SINGLE LIMITS (OR HIGHER LIMITS AS MAY BE REQUIRED BY THE DMV AND THE I.C.C.) BODILY INJURY AND PROPERTY DAMAGE PER OCCURRENCE. FURTHER, SUBHAULER SHALL INDEMNIFY AND HOLD HARMLESS THE PRIME CARRIER AGAINST ANY AND ALL SUITS, ACTIONS, CLAIMS, COSTS OF, AND EXPENSES IN CONNECTION WITH ANY INJURY, DEATH AND OR DAMAGE ARISING FROM OPERATION OF SUBHAULER.

7. IT IS AGREED THAT THE SUBHAULER SHALL NAME HARRY L. JOHNSON TRUCKING AS AN ADDITIONAL NAMED INSURED TO THEIR POLICY.

8. PROOF OF THE ABOVE INSURANCE COVERAGE MUST BE PROVIDED TO THE PRIME CARRIER BEFORE ANY SUBHAULER CAN BEGIN HAULING FOR THE PRIME CARRIER.

9. SUBHAULER SHALL GIVE PRIME CARRIER 15 DAYS NOTICE OF CANCELLATION OR CHANGE IN SAID INSURANCE COVERAGE.

THE PRIME CARRIER SHALL PAY THE RATE FUND FEES DUE TO THE P.U.C. ON TRANSPORTATION SERVICES PERFORMED BY THE SUBHAULER AND DEDUCT LIKE AMOUNT FROM PAYMENT TO SUBHAULER. PRIME CARRIER WILL ISSUE FEE PAID STATEMENTS ON A QUARTERLY BASIS.

11. THE PRIME CARRIER SHALL ACT AS THE DISPATCHING AGENT AND CHARGE A RATE DETERMINED ON A PER LOAD BASIS FOR SAID DISPATCHING SERVICES.

12. IF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE VIOLATED THE PRIME CARRIER MAY VOID THE SUBHAUL AGREEMENT IMMEDIATELY UPON WRITTEN NOTICE. IN ALL CASES THIS AGREEMENT WILL TERMINATE ON DECEMBER 31, 20--.

13. PRIME CARRIER SHALL MAKE AVAILABLE FOR THE USE OF SUBHAULER SUITABLE TRAILER EQUIPMENT FOR THE TRANSPORTATION SERVICES RENDERED. THIS TRAILER EQUIPMENT SHALL BE MADE AVAILABLE TO THE SUBHAULER AS DETERMINED BY THE DISPATCHER.

14. FOR USE OF SAID TRAILERS, PRIME CARRIER SHALL CHARGE A TRAILER RENT FEE AT THE RATE DETERMINED ON A PER LOAD BASIS. IN CASE OF REVENUE EARNED FROM HAULING FOR HARRY L. JOHNSON TRUCKING, HAULER SHALL DEDUCT STATED RATE AS RENT PRIOR TO PAYMENT OF SUBHAULER.

15. THE SUBHAULER WILL PROVIDE UNIDENTIFIED TRAILER INSURANCE FOR TRAILERS OWNED OR LEASED BY HARRY L. JOHNSON TRUCKING OR ANY TRAILERS USED WHILE OPERATING AS A SUBHAULER FOR HARRY L. JOHNSON TRUCKING. LIMITS ARE TO BE THE SAME AS IN PARAGRAPH "6". THIS INSURANCE SHALL COVER BOTH UNIDENTIFIED SEMI-TRAILERS AND FULL-TRAILERS. THE SUBHAULER SHALL COMPENSATE THE PRIME CARRIER FOR ALL DEDUCTIBLES OF ANY AND ALL.

HARRY L. JOHNSON TRUCKING
3814 Sanders Road
Live Oak, California 95953

15. cont. FURTHERMORE, SUBHAULERS SHALL BE RESPONSIBLE FOR COLLISION, FIRE & THEFT ON UNIDENTIFIED SEMI AND TOLL TRAILERS. SUBHAULERS SHALL PROVIDE CARGO INSURANCE IN THE SUM OF NOT LESS THAN TWENTY THOUSAND DOLLARS (\$20,000.00) PER COMBINATION OR OCCURRENCE.
16. THE SUBHAULER IS RESPONSIBLE FOR CHECKING ALL TRAILERS AND EQUIPMENT PRIOR TO THEIR USE. ALL SAFETY VIOLATIONS (BRAKES, LIGHTS, ETC.) NOT REPORTED TO THE DISPATCHER DESIGNATED BY HARRY L. JOHNSON TRUCKING SHALL BE THE RESPONSIBILITY OF THE SUBHAULER.
17. THE SUBHAULER IS TO ASSUME AND BE RESPONSIBLE FOR ALL TRAFFIC VIOLATIONS HE MAY RECEIVE WHILE IN OPERATION OF SAID TRAILERS AND EQUIPMENT.
18. IF SUBHAULER VIOLATES ANY OF THE ABOVE CONDITIONS, THE PRIME CARRIER MAY DECLARE THE AGREEMENT TERMINATED.
19. THIS AGREEMENT MAY BE TERMINATED BY THE PRIME CARRIER OR SUBHAULER BY GIVING THE OTHER FIFTEEN DAYS WRITTEN NOTICE. SUBHAULER FURTHER AGREES: SHOULD THIS AGREEMENT BE TERMINATED, TO RETURN TRAILERS AND OR EQUIPMENT TO PRIME CARRIERS TRUCKING FACILITY.
20. THE SUBHAULER HAS SIGNED AND AGREED TO ALL TERMS STIPULATED IN THE SUBHAULER AND TRAILER RENTAL AGREEMENT.
21. IN THE EVENT IT BECOMES NECESSARY TO INSTITUTE SUIT OR EMPLOY AN ATTORNEY TO COLLECT ANY MONIES DUE THE PRIME CARRIER UNDER THIS AGREEMENT OR ANY MODIFICATION THEREOF, SUBHAULER AGREES TO PAY ALL COURT COSTS AND REASONABLE ATTORNEY'S FEES SO INCURRED BY PRIME CARRIER.

PRIME CARRIER:

HARRY L. JOHNSON TRUCKING

BY: Harry L. Johnson

SUBHAULER:

NAME: Rob Hancock

BY: Rob Hancock

CALIFORNIA HIGHWAY PATROL
NOTICE TO APPEAR
59691 NW

Date of Violation: 4/23/01
Time: 12:25
Day of the Week: 0 T W T F S
Special: AM PM

Name (Last, First, Middle, Last): Richard Loren Hancock
Owner's Responsibility (40801 VC):

Address: PO Box 1855
City: Yuba City CA 95992

Driver Lic. No.: N3349335 CA
Exp. Date: 3/28/97

Sex: M
Hair: Brn
Eyes: HZL
Height: 510
Weight: 150
Handedness: W

Veh. No.: 91548963 WS6011436145 CA 2016
Yr. of Veh.: 81
Color: Blue
Type of Veh.: COMMERCIAL VEHICLE (40810 VC)

Evidence of Financial Responsibility: (Same as PUC/OCIS) HAZARDOUS MATERIAL (40803 VC)

Registered Owner or Lessee: Elizabeth/Harold Johnson
Same as Driver:

Address: 3814 Sanders Rd
City: Live Oak CA 95953

Correctable Violation (40810 VC): Breathy Required Minimums or Indenture (40810)

Yes No Code and Section Description
 7 133.2 34506 b) VC 13CCR1163d

Yes No Code and Section Description
 4 CFR 173.24 b) Cargo tank leaking

Yes No Code and Section Description
 AMMONIA SOLUTIONS 8, UN267C

Yes No Code and Section Description
 P6 III O/S

Speed Approx.: P/Max Spd. Veh. Lic. Mile M F
Location of Violation(s): S/B SR 99 N Township Rd

Sign: 850
Area: 740
Form, Arst: 201
Radar Unit/Point Vehicle No.:

Arresting Officer: [Signature] 10657
Station: [Signature]

Name of Arresting Officer: [Signature]
Signature Date: [Signature]

WITHOUT ADMITTING GUILT, I HEREBY APPEAR AT THE SUPERIOR COURT IN ORANGE COUNTY, CALIFORNIA, TO ANSWER TO THE CHARGE(S) OF: 40801, VC 13CCR1163d

WHERE: DATE: 5/29/01
WHAT TO DO: FOLLOW THE INSTRUCTIONS OF THE COURT CLERK
WHERE: SUPERIOR COURT
ADDRESS: One Court St
PHONE NO.: Orange, CA 92667

To be notified
 You may arrange with the clerk to appear at a night session of the court.

Notice to Appear form approved by the Judicial Council of California Nov. 19-9-99 (40801 VC)

40813(a), 40802, 40800 VC; § 603.9 PCL; TR-110
59691 NW



LAW OFFICES OF KENNETH A. MILLER

Kenneth (Ken) A. Miller
Attorney & Counselor at Law

**P.O. Box 1283
Williams, California 95987**

TELEPHONE (530) 473-2758

OCTOBER 11, 2002

**SENT VIA FAX
(202) 366-3012**

*Engram
§171.8
Definitions
02-0272*

**EDWARD MAZZULLO
Director, Office of Hazardous Material Standards
United States Department of Transportation
400 7th Street SW
Washington, D.C. 20590**

Re: Interpretation of 49 CFR § 171.8 - Hazmat Employee and Hazmat Employer

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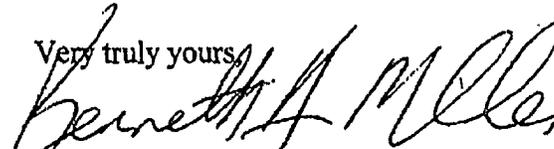
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I look forward to hearing from you in the immediate future. If you are in need of additional information, please contact me at (530) 473-2758.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kenneth A. Miller". The signature is written in a cursive style with a large initial "K".

KENNETH A. MILLER

Attorney at Law

Interpretation Letters

Requester Kenneth A. Miller

Date Received: 10/23/2002

Company Law Offices of Kenneth A. Miller

Tracking Number: 02-0272

Phone (530) 473-2758

Revision Date: 10/23/2002

Date Assigned 10/23/2002

Date of Letter 10/16/2002

Staff Engrum

First Draft Due: 11/13/2002

Section 171.8

First Draft Date:

Subject Definitions

Concurrence

Status

Status Date

Sign Date

Signor

HBP

Copy to Docket

Copy to DHM-60

Comment

Called 10/30/02 - Req. copy of citation +
Written Rental Agreement
HCC

11/22/02

Ltr signed by PCC per
determination letter transferred
to Legal - Ltr initiated
by FTM (See Grid)

HARRY L. JOHNSON TRUCKING
3814 Sanders Road
Live Oak, California 95953
CA# 020160
PHONE 530-673-1071

SUBHAULER AND TRAILER RENTAL AGREEMENT

THIS AGREEMENT ENTERED INTO THIS 4 DAY OF 4, 1900
BY AND BETWEEN:

PRIME CARRIER

HARRY L. JOHNSON TRUCKING
3814 Sanders Road
Live Oak, California 95953

PERMIT: C.A. # 020160

AND SUBHAULER:

NAME: R. Hancock
BUSINESS: R. Hancock TRUCKING
ADDRESS: P.O. Box 1855
Yuba City, CA.

CA# 111168
FED. ID# _____

AGREE AS FOLLOWS:

1. THE PRIME CARRIER AND SUBHAULER AGREE THAT AS AN INDEPENDENT CONTRACTOR, SUBHAULER SHALL FROM TIME TO TIME TRANSPORT FERTILIZER, AGRICULTURAL PRODUCTS, AND/OR GENERAL FREIGHT COMMODITIES UNDER SUBHAULER'S CALIFORNIA PUBLIC UTILITIES AUTHORITY.
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HARRY L. JOHNSON TRUCKING
3814 Sanders Road
Live Oak, California 95959

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8. PROOF OF THE ABOVE INSURANCE COVERAGE MUST BE PROVIDED TO THE PRIME CARRIER BEFORE ANY SUBHAULER CAN BEGIN HAULING FOR THE PRIME CARRIER.
9. SUBHAULER SHALL GIVE PRIME CARRIER 15 DAYS NOTICE OF CANCELLATION OR CHANGE IN SAID INSURANCE COVERAGE.

THE PRIME CARRIER SHALL PAY THE RATE FUND FEES DUE TO THE P.U.C. ON TRANSPORTATION SERVICES PERFORMED BY THE SUBHAULER AND DEDUCT LIKE AMOUNT FROM PAYMENT TO SUBHAULER. PRIME CARRIER WILL ISSUE FEE PAID STATEMENTS ON A QUARTERLY BASIS.
11. THE PRIME CARRIER SHALL ACT AS THE DISPATCHING AGENT AND CHARGE A RATE DETERMINED ON A PER LOAD BASIS FOR SAID DISPATCHING SERVICES.
12. IF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE VIOLATED THE PRIME CARRIER MAY VOID THE SUBHAUL AGREEMENT IMMEDIATELY UPON WRITTEN NOTICE. IN ALL CASES THIS AGREEMENT WILL TERMINATE ON DECEMBER 31, 20--.
13. PRIME CARRIER SHALL MAKE AVAILABLE FOR THE USE OF SUBHAULER SUITABLE TRAILER EQUIPMENT FOR THE TRANSPORTATION SERVICES RENDERED. THIS TRAILER EQUIPMENT SHALL BE MADE AVAILABLE TO THE SUBHAULER AS DETERMINED BY THE DISPATCHER.
14. FOR USE OF SAID TRAILERS, PRIME CARRIER SHALL CHARGE A TRAILER RENT FEE AT THE RATE DETERMINED ON A PER LOAD BASIS. IN CASE OF REVENUE EARNED FROM HAULING FOR HARRY L. JOHNSON TRUCKING, HAULER SHALL DEDUCT STATED RATE AS RENT PRIOR TO PAYMENT OF SUBHAULER.
15. THE SUBHAULER WILL PROVIDE UNIDENTIFIED TRAILER INSURANCE FOR TRAILERS OWNED OR LEASED BY HARRY L. JOHNSON TRUCKING OR ANY TRAILERS USED WHILE OPERATING AS A SUBHAULER FOR HARRY L. JOHNSON TRUCKING. LIMITS ARE TO BE THE SAME AS IN PARAGRAPH "6". THIS INSURANCE SHALL COVER BOTH UNIDENTIFIED SEMI-TRAILERS AND PULL-TRAILERS. THE SUBHAULER SHALL COMPENSATE THE PRIME CARRIER FOR ALL INDICTIBLES OF ANY AND ALL.

HARRY L. JOHNSON TRUCKING
3814 Sanders Road
Live Oak, California 95953

15. cont. FURTHERMORE, SUBHAULERS SHALL BE RESPONSIBLE FOR COLLISION, FIRE & THEFT ON UNIDENTIFIED SEMI AND FULL TRAILERS. SUBHAULERS SHALL PROVIDE CARGO INSURANCE IN THE SUM OF NOT LESS THAN TWENTY THOUSAND DOLLARS (\$20,000.00) PER COMBINATION OR OCCURRENCE.
16. THE SUBHAULER IS RESPONSIBLE FOR CHECKING ALL TRAILERS AND EQUIPMENT PRIOR TO THEIR USE. ALL SAFETY VIOLATIONS (BRAKES, LIGHTS, ETC.) NOT REPORTED TO THE DISPATCHER DESIGNATED BY HARRY L. JOHNSON TRUCKING SHALL BE THE RESPONSIBILITY OF THE SUBHAULER.
17. THE SUBHAULER IS TO ASSUME AND BE RESPONSIBLE FOR ALL TRAFFIC VIOLATIONS HE MAY RECEIVE WHILE IN OPERATION OF SAID TRAILERS AND EQUIPMENT.
18. IF SUBHAULER VIOLATES ANY OF THE ABOVE CONDITIONS, THE PRIME CARRIER MAY DECLARE THE AGREEMENT TERMINATED.
19. THIS AGREEMENT MAY BE TERMINATED BY THE PRIME CARRIER OR SUBHAULER BY GIVING THE OTHER FIFTEEN DAYS WRITTEN NOTICE. SUBHAULER FURTHER AGREES: SHOULD THIS AGREEMENT BE TERMINATED, TO RETURN TRAILERS AND OR EQUIPMENT TO PRIME CARRIERS TRUCKING FACILITY.
20. THE SUBHAULER HAS SIGNED AND AGREED TO ALL TERMS STIPULATED IN THE SUBHAULER AND TRAILER RENTAL AGREEMENT.
21. IN THE EVENT IT BECOMES NECESSARY TO INSTITUTE SUIT OR EMPLOY AN ATTORNEY TO COLLECT ANY MONIES DUE THE PRIME CARRIER UNDER THIS AGREEMENT OR ANY MODIFICATION THEREOF, SUBHAULER AGREES TO PAY ALL COURT COSTS AND REASONABLE ATTORNEY'S FEES SO INCURRED BY PRIME CARRIER.

PRIME CARRIER:

HARRY L. JOHNSON TRUCKING

BY: *Harry L. Johnson*

SUBHAULER:

NAME: *Rob Hancock*

BY: *Rob Hancock*

CALIFORNIA HIGHWAY PATROL
NOTICE TO APPEAR
59691NW

Date of Violation: 4/29/01
Time: 125
Day of the Week: T W T F S
Special:

Name (Last, First, Middle, Last): Richard Loren Hancock
Owner's Responsibility (40801 VC):

Address: PO Box 1855
City: Yuba City CA 95992

Driver Lic. No.: N3349335 CA
Age: 44
Sex: M
Hair: Brn
Eyes: HZL
Height: 510
Weight: 150
Race/Ethnicity: W

Vehicle No.: 91548963 / WS67445645 CA 2016
Type of Vehicle: COMMERCIAL VEHICLE (40810)(VC)

Color: Blue
Year: 2016
Evidence of Financial Responsibility: (Same as PUC/CC ID) HAZARDOUS MATERIAL (40803 VC)

Registered Owner or Lessee: Elizabeth/Harold Johnson
Same as Driver:

Address: 3814 Sanders Rd
City: Live Oak CA 95953
Same as Driver:

Correctable Violation (40810 VC): Booking Required
Motorist's Name or Information (Date):

Yes No
Costs and Station: 34506 BVC 13CCR (163d)

Yes No
49 CFR 173.24(b) Cargo Tank Leaking

Yes No
Ammonia Solutions 8, UN2672

Yes No
PGIII O/S

Speed Approx.: PFA Max Spd. Veh. Lmt. Scale
Location of Violation(s): S/B SR 99 N Township Rd

Area: 850
Perm. Area: 240
City: 201
Factor Unit/Patrol Vehicle No.:

Violations not committed in my presence, declared on information and belief.
I declare under penalty of perjury under the laws of the State of California the foregoing is true and correct. Executed at (place): Yuba City California

Date: 4/29/01
Arresting Officer: [Signature] 1066T
Station: 157

Name of Arresting Officer, if different from above: [Signature]
Signature: [Signature]

WHEN: DATE: 5/29/01
WHAT TO DO: FOLLOW THE INSTRUCTIONS ON THIS NOTICE
WHERE: SUPERIOR COURT
ADDRESS: One Court St
PHONE NO.: Oroville, CA 95966

TO BE NOTICED: To be notified
 You may arrange with the clerk to appear at a night session of the court.

Notice to Appear form approved by the Judicial Council of California Rev. 10-6-00 (40800) 40813(a), 40822, 40800 VC; § 862.0 PC; 17-170
59691NW

Elizabeth Johnson

530-673-9049 fax

530-673-1021 office.

re: interp letter

Harry Johnson Trucking Co.

Kenneth A. Miller

02-0272

fax response to attorney

(Elizabeth Johnson)

530-385-1693 new telephone #

530-228-5527 cell phone.

(attorney 530-473-2758 old')