

APSC FORM NO. 14A

(Property, except household goods)

DOCKET NO. \_\_\_\_\_

(Commission use only)

**APPLICATION FOR MOTOR CARRIER CERTIFICATE****Before the****ALABAMA PUBLIC SERVICE COMMISSION**

This Application is being filed as a result of the Federal Aviation Administration Authorization Act of 1994, and the applicant claims the benefits and privileges of said Act.

This Application should be typed or neatly printed, properly signed and sworn to, and filed with the \$100.00 filing fee with the Alabama Public Service Commission, P. O. Box 304260, Montgomery, Alabama 36130.

SECRETARY

May 15, 2009

APSC

**SECTION I**Applicant ADs Trucking, LLC

(Legal name)

Doing Business as \_\_\_\_\_

(Trade name)

Business Address 3099 Go Cart Rd

(Must be a physical address - cannot be a post office box)

Marbury

(City)

AL

(State)

36051

(Zip Code)

Mailing Address 3099 Go Cart Rd

(May be a post office box)

Marbury

(City)

AL

(State)

36051

(Zip Code)

(205) 280-5560

(Telephone Number)

(205) 280-5560

(Facsimile Number)

dms623@bellsouth.net

(Email address)



Applicant seeks a Certificate to transport property between all points in the State of Alabama, except household goods. (Household goods requires a separate application)

**SECTION II**FORM OF BUSINESS (Check only one):

CORPORATION



LIMITED LIABILITY COMPANY (LLC)



LIMITED PARTNERSHIP (LP)



LIMITED LIABILITY PARTNERSHIP (LLP)



SOLE PROPRIETORSHIP



PARTNERSHIP (Identify partners) \_\_\_\_\_



OTHER (identify) \_\_\_\_\_

ame

**SECTION II Continued**

Out of State Corporations, Limited Liability Companies (LLC), Limited Partnerships (LP), Limited Liability Partnerships (LLP) must register with the Alabama Secretary of State.

☒ Alabama corporation, LLC, LP, or LLP,

OR

☐ Out of State Corporation, LLC, LP, or LLP

State of Organization: \_\_\_\_\_

☐ Attach Certificate of Registration from the Alabama Secretary of State

All Corporations, Limited Liability Companies (LLC), Limited Partnerships (LP), and Limited Liability Partnerships (LLP); whether Alabama entities or Out of State entities must attach the following documents:

☐ Corporation: Articles of Incorporation

☐ LLC: Articles of Organization

☐ LP: Certificate of Limited Partnership

☐ LLP: Registration of Limited Liability Partnership

If you have been issued a U.S.D.O.T. number, MC number, or Alabama Public Service Commission Permit or Certificate number, provide it here:

USDOT# 1489379

MC# 642611

APSC#                     

Applicant proposes to use approximately (number of) 1 motor vehicles of the kind and type described in Appendix "B" hereto attached. (Give detailed description showing type, make, model, and rated capacity).

**SECTION III**

☒ Applicant has the required insurance and Forms E and H proof of coverage properly filed with the Commission, or Forms E & H are attached hereto.

☒ \$100.00 filing fee paid (cashier's check or money order only)

☒ A financial statement (balance sheet and income/expense statement) for the most recent tax year is attached hereto as Appendix "C."

☒ Applicant has attached hereto a Form B-2, application for registration number.

**SECTION IV**

☐ Applicant has a safety fitness rating from the United States Department of Transportation of satisfactory as shown by Attachment "D."

OR

☒ Applicant has attached as Appendix "D" a description of its safety program that shows compliance with requirements of the Commission's rules and/or the rules of the United States Department of Transportation.

**SECTION V**

Applicant understands that the filing of this Application does not, in itself, constitute authority to operate; will submit such additional information in connection with this Application as the Commission may require; and will comply with requirements of the laws of the State of Alabama, and the rules and regulations of the Commission made thereunder, as are applicable to intrastate transportation of property.

## SECTION VI

Name and address of the contact person that can answer questions about this application or supply additional information:

Adrian Gervais  
(Name)3099 GoCart Rd  
(Address)Marbury, AL 36051  
(City) (State) (Zip Code)(334) 398-4289  
(Telephone Number)(205) 280-5560  
(Facsimile Number)dalec623@bellsouth.net  
(Email Address)

## OATH

County of Autauga  
State of Alabama

Name of Affiant Adrian Gervais  
being duly sworn, states that he/she files this Application as (indicate whether owner, or proprietor, title as officer of applicant corporation or association, member of applicant partnership, or other authorized representative of applicant) President that in such capacity, he/she is qualified and authorized to file and verify such Application; that he/she has carefully examined all the statements and matters contained in the Application, and that all such statements made and matters set forth herein are true and correct to the best of his/her knowledge, information and belief.

(Signature of Affiant) Adrian Gervais

Subscribed and sworn to before me, a truck driver in and for said State and County  
above named, this 23<sup>rd</sup> day of February, 2009.

(Notary Public) Boeth Jucker

(Seal)

My Commission Expires: Mar. 16, 2009

**APPENDIX "C"**  
**FINANCIAL STATEMENT****NET WORTH****ASSETS:****TOTAL**

Cash on hand  
Checking account(s) balance  
Savings account(s) balance  
Credit Union savings  
Bonds, stocks, securities  
Cash value of life insurance policies  
Cash value of annuities and other  
retirement plans  
Real estate: (market value of home)  
and (market value of other real estate)  
Automobiles (market value)  
Furnishings, equipment, tools  
Jewelry, collections, heirlooms, clothing  
Money owed to you  
Other assets

-0-  
600<sup>00</sup>  
500<sup>00</sup>  
—  
—  
—  
35,000  
200,000  
25,000  
—  
—  
—  
—  
—  
\$ 261,100<sup>00</sup>

**TOTAL ASSETS****LIABILITIES: (What you owe)**

Home mortgage and other real estate  
Home improvement loan  
Note on car  
Installment contracts (furniture, etc.)  
Notes to banks, or other commitments  
Gasoline charges (average monthly balance)  
Medical bills  
Charge accounts  
Other debts

100,000  
—  
—  
—  
1500<sup>00</sup>  
100<sup>00</sup>  
1500<sup>00</sup>  
—  
\$ 103,100<sup>00</sup>

**TOTAL LIABILITIES**

To find net worth:

**TOTAL ASSETS****(Subtract) TOTAL LIABILITIES****THIS IS YOUR NET WORTH**

\$ 261,100<sup>00</sup>  
103,100  
\$ 158,000<sup>00</sup>

EXHIBIT C

**NEW MEMBER'S CONSENT**

The undersigned agrees to be bound as a Member by the terms of the Operating Agreement of AD's Trucking, LLC as if the undersigned was a signatory thereof.

Adrian Gomez  
(Signature)

Name: ADRIAN GOMEZ

Date: 2-23-09

**APPENDIX "D"**  
**DESCRIPTION OF SAFETY PROGRAM**

As the President with/of AD's Trucking, LLC I am fully  
(Title) (Name of Applicant Company)

familiar with my company's operations and herein verify that Adrian Gervais  
(Name of Applicant Company)

has in place a program to ensure substantial compliance with all applicable safety rules and regulations of the Alabama Public Service Commission, as well as those of the United States Department of Transportation. In addition to all other requirements, AD's Trucking, LLC  
(Name of Applicant Company)

specifically maintains: files on each driver with all required driver forms and information; files on each vehicle with all required forms including maintenance and safety inspection records; and all required written records of drivers' hours.

Melissa D. Gervais  
(Signature of Company Representative)

Melissa D. Gervais  
(Printed Name of Company Representative)

**STATE OF ALABAMA****DOMESTIC LIMITED LIABILITY COMPANY  
ARTICLES OF ORGANIZATION GUIDELINES****INSTRUCTIONS:****STEP 1: THE NAME OF THE LIMITED LIABILITY COMPANY MUST CONTAIN THE WORDS LIMITED LIABILITY COMPANY, LLC OR L.L.C.****STEP 2: FILE THE ORIGINAL AND TWO COPIES OF THE ARTICLES OF ORGANIZATION IN THE COUNTY WHERE THE LLC'S REGISTERED OFFICE IS LOCATED. THE SECRETARY OF STATE'S FILING FEE IS \$40. PLEASE CONTACT THE JUDGE OF PROBATE TO VERIFY THE PROBATE FILING FEE.****PURSUANT TO THE ALABAMA LIMITED LIABILITY COMPANY ACT, THE UNDERSIGNED HEREBY ADOPTS THE FOLLOWING ARTICLES OF ORGANIZATION.**

- Article I** The name of the Limited Liability Company: AD's Trucking, LLC  
(Your company title must end with the words Limited Liability Company, L.L.C. or LLC)
- Article II** The duration of the Limited Liability Company is perpetual.
- Article III** The Limited Liability Company has been organized for the following purpose(s):  
To engage in the business of: Trucking services
- Article IV** The street address (NO PO BOX) of the registered office: 150 South Perry Street  
Montgomery, AL 36104 (County of Montgomery) and the name of the  
registered agent at that office: National Registered Agents, Inc.
- Article V** The names and addresses of the initial member(s), and organizer (if any):  
Initial Members: Adrian Gervais, Melissa Dale Gervais  
The address of each member is: c/o AD's Trucking, LLC  
3099 Go Kart Road, Marbury, Alabama 36051  
Organizer: LegalZoom.com, Inc., 7083 Hollywood Blvd., Suite 180, Los Angeles, CA 90028
- Article VI** If the Limited Liability Company is to be managed by one or more managers, list the  
names and addresses of the managers who are to serve until the first annual meeting of  
the members or until their successors are elected and qualified.

Any provision that is not inconsistent with the law for the regulation of the internal affairs of the Limited Liability Company is permitted to be set forth in the operating agreement of the LLC.

IN WITNESS THEREOF, the undersigned organizer executed these Articles of Organization on  
this the 12th day of May, 2008.

THIS DOCUMENT PREPARED BY:

Eileen Gallo

7083 Hollywood Blvd., Suite 180

Los Angeles, CA 90028

DLL 1.1 Rev. 6/2001

STATE OF ALABAMA  
MONTGOMERY CO.  
NOTARY PUBLIC  
JUL 10 2008

LegalZoom.com, Inc., Organizer

2008 MAY 13 PM 12:10

BY:

Signature of Eileen Gallo

Authorized Signatory of LegalZoom.com, Inc.

NOTARY PUBLIC  
JUDGE OF PROBATE

## **AD's Trucking, LLC**

### **Operating Agreement**

A. THIS OPERATING AGREEMENT of AD's Trucking, LLC (the "Company") is entered into as of the date set forth on the signature page hereto by each of the persons named in Exhibit A hereto (referred to individually as a Member and collectively as the Members).

B. The Members have formed a limited liability company under the Alabama Limited Liability Company Act. The articles of organization of the Company filed with the Alabama Secretary of State are hereby adopted and approved by the Members.

C. The Members enter into this agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

NOW THEREFORE, the Members agree as follows:

#### **ARTICLE 1: DEFINITIONS**

Capitalized terms used in this agreement have the meanings specified in this Article or elsewhere in this agreement and when not so defined shall have the meanings set forth in the Alabama Limited Liability Company Act.

"Capital Contribution" means the amount of cash, property or services contributed to the Company.

"Company" means AD's Trucking, LLC, an Alabama limited liability company.

"Member" means a Person who acquires Membership Interests, as permitted under this agreement, and who becomes or remains a Member.

"Membership Interests" means either Percentage Interest or Units, based on how ownership in the Company is expressed on Exhibit A.

"Percentage Interest" means a percent ownership in the Company entitling the holder to an economic and voting interest in the Company.

"Person" means an individual, partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Unit" means a unit of ownership in the Company entitling the Member holding such Unit to an economic interest and a voting interest in the Company.



## ARTICLE 2: CAPITAL AND CAPITAL CONTRIBUTIONS

**2.1 Initial Capital Contributions and Membership Interests.** The Capital Contributions of the initial Members, as well as the Membership Interests of each Member, are listed in Exhibit A, which is made part of this agreement. Membership Interests in the Company may be expressed either in Units or directly in Percentage Interests.

**2.2 Subsequent Contributions.** No Member shall be obligated to make additional capital contributions unless unanimously agreed by all the Members.

**2.3 Capital Accounts.** Individual capital accounts may be maintained for each Member consisting of that Member's Capital Contribution, (1) increased by that Member's share of profits, (2) decreased by that Member's share of losses and company expenses, (3) decreased by that Member's distributions and (4) adjusted as required in accordance with applicable tax laws.

**2.4 Interest.** No interest shall be paid on Capital Contributions or on the balance of a Member's capital account.

**2.5 Limited Liability.** A Member shall not be bound by, or be personally liable for, the expenses, liabilities, or obligations of the company except as otherwise provided in this agreement or as required by law.

## ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

**3.1 Allocations.** The profits and losses of the Company and all items of Company income, gain, loss, deduction, or credit shall be allocated, for Company book purposes and for tax purposes, pro rata in proportion to relative Membership Interests held by each Member.

**3.2 Distributions.** The Company shall have the right to make distributions of cash and property to the Members pro rata based on the relative Membership Interests. The timing and amount of distributions shall be determined by the Members in accordance with Alabama law.

## ARTICLE 4: MANAGEMENT

**4.1 Management.** The business of the Company shall be managed by the Members. In the event of a dispute between Members, final determination shall be made by a vote of the majority of the Members (unless a greater percentage is required in this Agreement or under Alabama law). Any Member may bind the Company in all matters in the ordinary course of business.

**4.2 Banking.** The Members are authorized to set up one or more bank accounts and are authorized to execute any banking resolutions provided by the institution where the accounts are

being set up. All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company.

**4.3 Officers.** The Members are authorized to appoint one or more officers from time to time. The officers shall hold office until their successors are chosen and qualified. Subject to any employment agreement entered into between the officer and the Company, an officer shall serve at the pleasure of the Members. The current officers of the Company are listed on Exhibit B.

## ARTICLE 5: ACCOUNTS AND ACCOUNTING

**5.1 Accounts.** Complete books of account of the Company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal executive office and shall be open to inspection and copying on reasonable notice by any Member or their authorized representatives during normal business hours for purposes reasonably related to the interest of such person as a Member. The costs of such inspection and copying shall be borne by the Member.

**5.2 Records.** At all times during the term of existence of the Company, and beyond that term if the Members deems it necessary, the Members shall keep or cause to be kept the following:

- (a) A current list of the full name and last known business or residence address of each Member, together with the Capital Contribution, the amount and terms of any agreed upon future Capital Contribution, and Membership Interest of each Member;
- (b) A copy of the articles of organization and any amendments;
- (c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the three most recent taxable years; and
- (d) An original executed copy or counterparts of this agreement and any amendments.

**5.3 Income Tax Returns.** Within 45 days after the end of each taxable year, the Company shall use its best efforts to send to each of the Members all information necessary for the Members to complete their federal and state income tax or information returns and a copy of the Company's federal, state, and local income tax or information returns for such year.

**5.4 Tax Matters Member.** Adrian Gervais shall act as tax matters member of the Company to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities and to expend Company funds for professional services and costs associated therewith.

## ARTICLE 6: MEMBERSHIP--MEETINGS, VOTING

**6.1 Members and Voting Rights.** Members shall have the right and power to vote on all matters with respect to which this agreement or Alabama law requires or permits such Member action. Voting shall be based on Membership Interests. Unless otherwise stated in this Agreement or under Alabama law, the vote of the Members holding a majority of the Membership Interests shall be required to approve or carry an action.

**6.2 Meetings.** Regular or annual meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company.

Written notice shall be given not less than 10 days nor more than 60 days before the date of the meeting to each Member entitled to vote at the meeting.

In any instance in which the approval of the Members is required under this agreement, such approval may be obtained in any manner permitted by Alabama law, including by conference telephone or similar communications equipment. Notice to any meeting may be waived with a signed waiver. In addition, any action which could be taken at a meeting can be approved without a meeting and without notice if a consent in writing, stating the action to be taken, is signed by the holders of the minimum Membership Interest needed to approve the action.

## ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

**7.1 Withdrawal.** A Member may withdraw from the Company prior to the dissolution and winding up of the Company with the unanimous consent of the other Members, or if such Member transfers or assigns all of his or her Membership Interests pursuant to Section 7.2 below. A Member which withdraws pursuant to this Section 7.1 shall be entitled to a distribution in an amount equal to such Member's Capital Account.

**7.2 Restrictions on Transfer.** A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A person which acquires Membership Interests in accordance with this section shall be admitted as a Member of the Company after the person has agreed to be bound by the terms of this Operating Agreement by executing a consent in the form of Exhibit C.

## ARTICLE 8: DISSOLUTION AND WINDING UP

**8.1 Dissolution.** The Company shall be dissolved upon the first to occur of the following events:

(a) The vote of Members holding all of the outstanding Membership Interests to dissolve the Company.

(b) Entry of a decree of judicial dissolution under Section 10-12-38 of the Alabama Limited Liability Company Act.

(c) At any time there are no Members, provided that the Company is not dissolved and is not required to be wound up if, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and to the admission of the legal representative of such Member or its assignee to the Company as a Member, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member.

**8.2 No automatic dissolution upon certain events.** Neither the death, incapacity, disassociation, bankruptcy or withdrawal of a Member shall automatically cause a dissolution of the Company.

## ARTICLE 9: INDEMNIFICATION

**9.1 Indemnification.** The Company shall have the power to indemnify any Person who was or is a party, or who is threatened to be made a party, to any proceeding by reason of the fact that such Person was or is a Member, Manager, officer, employee, or other agent of the Company, or was or is serving at the request of the Company as a director, manager, officer, employee, or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by such Person in connection with such proceeding, if such Person acted in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, and, in the case of a criminal proceeding, such Person had no reasonable cause to believe that the Person's conduct was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Person did not act in good faith and in a manner that such Person reasonably believed to be in the best interests of the Company, or that the Person had reasonable cause to believe that the Person's conduct was unlawful.

To the extent that an agent of the Company has been successful on the merits in defense of any proceeding, or in defense of any claim, issue, or matter in any such proceeding, the agent shall be indemnified against expenses actually and reasonably incurred in connection with the

proceeding. In all other cases, indemnification shall be provided by the Company only if authorized in the specific case unanimously by all of the Members.

“Proceeding,” as used in this section, means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative.

**9.2 Expenses.** Expenses of each Person indemnified under this agreement actually and reasonably incurred in connection with the defense or settlement of a proceeding may be paid by the Company in advance of the final disposition of such proceeding, as authorized by the Members who are not seeking indemnification upon receipt of an undertaking by such Person to repay such amount unless it shall ultimately be determined that such Person is entitled to be indemnified by the Company.

“Expenses,” as used in this section, includes, without limitation, attorney fees and expenses of establishing a right to indemnification, if any, under this section.

## ARTICLE 10: GENERAL PROVISIONS

**10.1 Entire Agreement; Amendment.** This agreement constitutes the whole and entire agreement of the parties with respect to the subject matter of this agreement, and it shall not be modified or amended in any respect except by a written instrument executed by all of the Members. This agreement replaces and supersedes all prior written and oral agreements by and among the Members.

**10.2 Governing Law; Severability.** This agreement shall be construed and enforced in accordance with the internal laws of the State of Alabama. If any provision of this agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this agreement shall remain in effect.

**10.3 Benefit.** This agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

**10.4 Number and Gender.** Whenever used in this agreement, the singular shall include the plural and the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning of this agreement may require.

**10.5 No Third Party Beneficiary.** This agreement is made solely for the benefit of the parties to this agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this agreement.

**IN WITNESS WHEREOF**, the parties have executed or caused to be executed this Operating Agreement as of the date below.

Dated: 6/3/08

Adrian Gervais  
Adrian Gervais

Melissa D. Gervais  
Melissa Dale Gervais

EXHIBIT A

**MEMBERS**

The following persons are the initial Members of the Company, and their initial capital contributions and ownership is set forth below.

<u>Name</u>	<u>Capital Contribution (\$)</u>	<u>Percentage Interest</u>
Adrian Gervias	\$0.00	50%
Melissa Dale Gervais	\$0.00	50%



EXHIBIT B

**OFFICERS**

The following person(s) are elected as officers of the Company:

<u>Name of Officer</u>	<u>Title</u>
Adrian Gervais	President
Melissa Dale Gervias	Vice President

020371

## FORM B-2

VEHICLE REGISTRATION NUMBERS  
FOR COMPENSATED INTRASTATE-ONLY MOTOR CARRIERSTO: ALABAMA PUBLIC SERVICE COMMISSION  
P. O. BOX 304260  
MONTGOMERY, AL 36130APPLICANT: Ad's Trucking, LLCMAILING ADDRESS: 3099 GoCart RdCITY: Markburg STATE: AL ZIP CODE: 36051

CERTIFICATE NO.: \_\_\_\_\_ PERMIT NO.: \_\_\_\_\_

The above described applicant hereby applies for issuance of Vehicle Registration Numbers at \$6.00 each for the following identified vehicles.

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u> (Last 5 Digits)
<u>Frht</u>	<u>FL3</u>	<u>52689</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The applicant hereby acknowledges and understands Rule 3 of the Alabama Public Service Commission's Motor Carrier General Orders and Regulations Pamphlet No. 2003, as amended, as it pertains to the display of Registration Number, and Title 37, Chapter 3, Section 32(5)a, and as it pertains to the transferability of these numbers between vehicles.

I, the undersigned, under penalty for false statement, do hereby certify that the above information is true and correct and that I am authorized to execute and file this document on behalf of the above applicant.

NOTE: The fee for Registration Numbers is \$6.00 each. Payment must be made by cashier's check, certified check, or money order.

Adam Lewis  
(Signature)  
President  
(Title)

2/18/09  
(Date)

# Registration Numbers Receipt

Trade Name: AD'S TRUCKING, LLC

A.P.S.C. F4079

JLN: 2009020371

Effective Date: 2/26/2009

Reg. No.

Make

Ser. No.

28752

FREIGHTLINER

52689

Fee Paid \$6.00

ALABAMA PUBLIC SERVICE COMMISSION

By



The registration number is non-transferable.

Make sure that the registration number for each truck  
is displayed on both sides of the power unit.