



**MAIN STREET
LOGISTICS, INC.**

105 McLaughlin Road
Suite A
Rochester, NY 14615
585-433-0333

DEMAND NOTICE

February 16, 2021

Invoice# 174362 Load# S11914471

**EMERGE TRANSPORTATION
8444 N 90TH ST STE 115
SCOTTSDALE, AZ 85258
Phone:(480) 448-0510
MC: 945637**

Re: Freight Charge Payment

Attn: Legal Department

Main St Logistics, Inc. delivered the above referenced load originating on 12/16/2021 from Nestle Water 305 Nestle Way Breingsville, PA delivered to Dollar Tree in Berwick. PA on 12/16/2021. While the broker **EmergeTech, Inc.**, may or may not have been paid, we as the actual carrier to date have not been paid in full for our services. Based on Directives of Law listed below and set by the Congress of the United States, Main St Logistics, Inc. is hereby demanding immediate payment of the freight charges due.

49 C. F. R. 1045.7 (Misrepresentation)

Property broker or freight forwarder shall not represent its operation to be that of the carrier.

**US Supreme Court Decision, Southern Pacific Transportation V. Commercial Metals Co.
456 US 336, 102 S. ct. 1815**

The bill of Lading is basic contract between the shipper, consignee, and motor carrier, its terms and conditions bind the shipper, receiver and all connecting carriers.

49 C. F. R. 1305.7 Appendix (B) (Section 7)

It has been authoritatively established that the procedure by which a shipper/consignor may relieve their company of the primary obligation to pay freight charges is to execute the “non-recourse” provision of the bill of lading (Section 7) upon tendering the freight to carrier. Where the shipper has failed to sign the “non-recourse” provision and then upon failure of the consignee to pay for the freight charges, the shipper remains liable for the said charges. **See, e.g. Illinois Steel Co., v. Baltimore &**

O.R. Co., 320 U.S. 508, 64 S. Ct. 322, 88 L. Ed. 259 (1944). A shipment that is to deliver “freight collect” is insufficient to relieve a shipper of the freight charges liability. **See, New York Central Rail Co., v. Buck Co., 2 Cal, 2d. 384 41 P2d 547 (1935)**

It is crucial to acknowledge the severity of this situation. Based on the Tariffs set forth for our company, we have the right to pursue your company for any and all freight charges. Any future loads to be delivered may be subject to these tariffs as well.

If we have not received payment in full fourteen (3) days from the date of this letter, we will begin litigation proceedings to collect the funds due to us for services rendered.

*Bill of Lading

The total amount due is \$ 3,789.21

A handwritten signature in blue ink, appearing to read 'Tony Kirk', with a long horizontal flourish extending to the right.

Tony Kirk
Accounting Executive
Main St Logistics, Inc.
585-433-0333 ext 1008

Certified 2/16/2021 CC:

Nestle Waters Legal Dept. 900 Long Ridge Road Stamford, CT 06902
Dollar Tree Headquarters Legal Dept: 500 Volvo Pkwy Chesapeake, VA 23320