



DISTRICT COURT OF TULSA COUNTY
STATE OF OKLAHOMA

DISTRICT COURT
FILED

DEC 30 2009

SALLY HOWE SMITH, COURT CLERK
STATE OF OKLA. TULSA COUNTY

Case No. CJ 2009 09773
DEBORAH C. SHALLCROSS

THE AROUND THE CLOCK
FREIGHTLINERS GROUP, LLC, an
Oklahoma limited liability company

Plaintiff,

v.

ARROW TRUCKING CO., an Oklahoma
corporation,

Defendant.

PETITION

COMES NOW Plaintiff, The Around the Clock Freightliners Group, LLC ("Plaintiff"), an Oklahoma limited liability company, for its Petition against the Defendant, Arrow Trucking Co. ("Defendant"), alleges and states as follows:

GENERAL

1. Plaintiff is an Oklahoma limited liability company that does business in, among other places, Tulsa County, Oklahoma.
2. Defendant is an Oklahoma corporation with its principle place of business in Tulsa County, Oklahoma.
3. Venue is proper in the Court pursuant to 12 O.S. § 134.
4. This Court has jurisdiction of the subject matter of this action and personal jurisdiction over the Defendant.

FIRST CAUSE OF ACTION
(Breach of Contract)

For its first cause of action, Plaintiff states:

5. Plaintiff adopts and incorporates all preceding paragraphs.

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6. From a period beginning in October of 2009 and ending in December of 2009, Defendant ordered and received various supplies, materials, and services from Plaintiff ("Contract 1"). A true and correct copy of the statement reflecting amounts due and owing on Contract 1 is attached hereto as Exhibit "A".

7. By December 22, 2009, full payment for the supplies, materials, and services Plaintiff performed under Contract 1 became due.

8. Default was made under the terms of Contract 1 as a result of Defendant's failure to make timely payments under the terms of Contract 1.

9. Despite notice of this indebtedness and demand for payment, Defendant has completely failed to satisfy the same.

10. There is due and owing under Contract 1 the amount of FORTY-FOUR THOUSAND THREE HUNDRED SIXTY-ONE AND 67/100 DOLLARS (\$44,361.67).

11. By reason of the institution of this action, Plaintiff is entitled to have and recover from Defendant the additional sum of a reasonable attorney's fee and the costs of collection.

WHEREFORE, Plaintiff prays this Court enter judgment as follows: (1) against Defendant in the principal amount of FORTY-FOUR THOUSAND THREE HUNDRED SIXTY-ONE AND 67/100 DOLLARS (\$44,361.67); (2) interest accruing on the unpaid balance at a rate of six percent (6.0%) per annum from the date of the first unpaid invoice, until paid; (3) all costs of collection, including a reasonable attorney's fee; and (4) such other and further relief which this Court may deem just and equitable.

SECOND CAUSE OF ACTION
(Breach of Contract)

For its second cause of action, Plaintiff states:

12. Plaintiff adopts and incorporates all preceding paragraphs.

13. In November and December of 2009, Defendant ordered and received various supplies, materials, and services from Plaintiff ("Contract 2").

14. On or around November 12, 2009, Defendant promised to pay Plaintiff for certain supplies, materials, and services in the amount of TWENTY THOUSAND FORTY-TWO AND 25/100 DOLLARS (\$20,042.25) and signed and delivered to Plaintiff check # 78619 in that amount ("Check 1"). On or around November 19, 2009, Check 1 was dishonored by Defendant's bank for insufficient funds. A true and correct copy of Check 1 is attached hereto as Exhibit "B."

15. On or around November 20, 2009, Plaintiff notified Defendant of the dishonor of Check 1 and made demand on Defendant for payment.

16. On or around December 11, 2009, Defendant promised to pay Plaintiff for certain supplies, materials, and services in the amount of FIVE THOUSAND THREE AND 81/100 DOLLARS (\$5,003.81) and signed and delivered to Plaintiff check # 79076 in that amount ("Check 2"). On or around December 18, 2009, Check 2 was dishonored by Defendant's bank for insufficient funds. A true and correct copy of Check 3 is attached hereto as Exhibit "C."

17. On or around December 19, 2009, Plaintiff notified Defendant of the dishonor of Check 2 and made demand on Defendant for payment.

18. Plaintiff attempted to collect the debt from Defendant without success. Defendant has failed to make available good and sufficient funds to satisfy Check 1 and Check 2. Defendant refused to pay the indebtedness on Contract 2.

19. Default was made under Contract 2 as a result of Defendant's failure to provide sufficient funds to satisfy the debt owed under Check 1 and Check 2. Defendant has breached Contract 2.

20. Despite notice of this indebtedness and demand for payment, Defendant has completely failed to satisfy the same.

21. There is due and owing under Contract 2 the amount of TWENTY-FIVE THOUSAND FORTY-SIX AND 6/100 DOLLARS (\$25,046.06).

22. By reason of the institution of this action, Plaintiff is entitled to have and recover from Defendant the additional sum of a reasonable attorney's fee and the costs of collection.

WHEREFORE, Plaintiff prays this Court enter judgment as follows: (1) against Defendant in the principal amount of TWENTY-FIVE THOUSAND FORTY-SIX AND 6/100 DOLLARS (\$25,046.06); (2) interest accruing on the unpaid balance at a rate of 6% per annum from the date of the first unpaid invoice, until paid; (3) all costs of collection, including a reasonable attorney's fee; and (4) such other and further relief which this Court may deem just and equitable.

THIRD CAUSE OF ACTION
(Fraud)

For its third cause of action, Plaintiff states:

23. Plaintiff adopts and incorporates all preceding paragraphs.

24. As set forth above, Defendant has promised and assured Plaintiff that Plaintiff would be paid amounts it was owed under Contract 2; however, payment was never made.

25. Defendant has made misrepresentations of material facts to Plaintiff that Check 1 and Check 2 constituted payment under Contract 2 when, in fact, Defendant knew or should have known that such checks would not be honored by Defendant's bank.

26. Plaintiff has relied upon Defendant's misrepresentations to its detriment.

27. Defendant's actions constitute fraud, and Plaintiff has been damaged as a result.

28. As a result of Defendant's reckless and intentional conduct, Plaintiff is entitled to punitive damages.

WHEREFORE, Plaintiff prays this Court enter judgment as follows: (1) against Defendant in the principal amount of TWENTY-FIVE THOUSAND FORTY-SIX AND 6/100 DOLLARS (\$25,046.06); (2) interest accruing on the unpaid balance at a rate of 6% per annum from the date of the first unpaid invoice until paid; (3) punitive damages in an amount to be determined by the jury; (4) all costs of collection, including a reasonable attorney's fee; and (5) such other and further relief which this Court may deem just and equitable.

FOURTH CAUSE OF ACTION
(Unjust Enrichment)

In the alternative to its two Breach of Contract actions, Plaintiff states for its fourth cause of action:

29. Plaintiff adopts and incorporates all preceding paragraphs.

30. As set forth above, Defendant is in possession of funds and other benefits as a result of Plaintiff's supplies, materials, and services for which in equity and otherwise, do not belong to Defendant; rather, belong to Plaintiff.

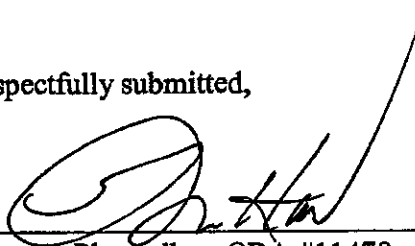
31. Defendant has failed to make restitution of said funds to Plaintiff.

32. To allow Defendant to retain funds and monies which belong to Plaintiff and which Defendant possesses at the expense of Plaintiff, is contrary to equity and good conscience. Defendant possesses said funds and monies which in equity and good conscience they ought not be allowed to retain.

33. As a direct and proximate result of Defendant's unjust enrichment, Plaintiff has been damaged in excess of SIXTY-NINE THOUSAND FOUR HUNDRED SEVEN AND 73/100 DOLLARS (\$69,407.73) plus interest, costs and attorneys fees.

WHEREFORE, Plaintiff prays this Court enter judgment as follows: (1) against Defendant in an amount in excess of SIXTY-NINE THOUSAND FOUR HUNDRED SEVEN AND 73/100 DOLLARS (\$69,407.73); (2) interest accruing at a rate of 6% per annum until paid; (3) all costs of collection, including a reasonable attorney's fee; and (4) such other and further relief which this Court may deem just and equitable.

Respectfully submitted,



Kiran A. Phansalkar, OBA #11470

Laura J. Long, OBA #22215

Of the firm:

Conner & Winters, LLP

1700 One Leadership Square

211 N. Robinson Ave.

Oklahoma City, OK 73102-7101

Telephone: (405) 272-5711

Facsimile: (405) 232-2695

**ATTORNEYS FOR PLAINTIFF, THE AROUND
THE CLOCK FREIGHTLINERS GROUP, LLC**



STATEMENT

ATC FREIGHTLINER GROUP

P.O. Box 848326
 Dallas, TX 75284-8326
 800-600-1461

PLEASE MAKE PAYMENT TO:

ATC FREIGHTLINER GROUP

P.O. Box 848326
 Dallas, TX 75284-8326

ARROW TRUCKING CO

Acct: 04843 *9*

04843 *9*

ARROW TRUCKING

SOLD TO
 4230 S ELWOOD AVE
 TULSA OK 74107-5823

DATE	PAGE
12/22/2009	1

ACCOUNTS DUE AND PAYABLE BY THE 10TH OF THE MONTH

DATE	INVOICE NO.	EXPLANATION	AMOUNT	INVOICE NO.	AMOUNT
10/09/09	6 3266760	P/O:TUL33809	375.86	6 3266760	375.86
10/09/09	6 3266761	P/O:TUL 33810	36.00	6 3266761	36.00
10/09/09	6 3266785	P/O:TUL33805	341.58	6 3266785	341.58
10/09/09	6 3266803	P/O:TUL33814	2214.98	6 3266803	2214.98
10/09/09	6 3266828	P/O:TUL33808	1366.19	6 3266828	1366.19
10/09/09	6 3266829	P/O:TUL 33800	22.88	6 3266829	22.88
10/09/09	6 3266830	P/O:TUL33812	2.09	6 3266830	2.09
10/09/09	6 3266831	P/O:TUL 33819	24.07	6 3266831	24.07
10/09/09	6 3266842	P/O:TUL33821	141.90	6 3266842	141.90
10/09/09	6 3266881	P/O:TUL 33817	223.75	6 3266881	223.75
10/09/09	6 3266889	P/O:TUL33833	37.67	6 3266889	37.67
10/09/09	6 3266893	P/O:TUL33836	71.60	6 3266893	71.60
10/10/09	6 3266899	P/O:TUL 33838	1117.43	6 3266899	1117.43
10/10/09	6 3266900	P/O:TUL 33832	66.67	6 3266900	66.67
10/10/09	6 3266902	P/O:TUL 33839	94.63	6 3266902	94.63
10/10/09	6 3266921	P/O:TUL 33841	111.03	6 3266921	111.03
10/10/09	6 3266922	P/O:TUL 33842	74.77	6 3266922	74.77
10/10/09	6 3266927	P/O:TUL 33843	103.91	6 3266927	103.91
10/10/09	6 3266928	P/O:TUL 33844	116.09	6 3266928	116.09
10/11/09	6 3266956	P/O:TUL 127037	140.60	6 3266956	140.60
10/11/09	6 3266967	P/O:R127058	131.81	6 3266967	131.81
10/12/09	6 3266974	P/O:TUL33847	497.92	6 3266974	497.92
10/12/09	6 3266975	P/O:TUL33837	60.09	6 3266975	60.09
10/12/09	6 3266976	P/O:TUL33846	50.50	6 3266976	50.50
10/12/09	6 3266987	P/O:TUL33848	25.34	6 3266987	25.34
10/12/09	6 3267026	P/O:41308	368.52CR	6 3267026	368.52-
10/12/09	6 3267033	P/O:41312	835.02CR	6 3267033	835.02-
10/12/09	6 3267034	P/O:41312	180.41CR	6 3267034	180.41-
10/12/09	6 3267035	P/O:41312	432.98CR	6 3267035	432.98-
CURRENT			TOTAL DUE *CONTINUED*	PLEASE PAY THIS AMOUNT	TOTAL DUE *CONTINUED*

FINANCE CHARGES will apply if the new balance is unpaid one month from the closing date of statement. The "FINANCE CHARGES" are computed by a periodic rate of 1.5% per month which is an ANNUAL PERCENTAGE RATE of 18% applied to the unpaid balance after deducting current payments and/or credits appearing on this statement from the previous balance.

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

DALLAS FORT WORTH OKLAHOMA CITY TULSA





STATEMENT

ATC FREIGHTLINER GROUP

P.O. Box 848326
 Dallas, TX 75284-8326
 800-600-1461

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ARROW TRUCKING CO

Acct: 04843 *9*

04843 *9*

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DATE	PAGE
12/22/2009	2

ACCOUNTS DUE AND PAYABLE BY THE 10TH OF THE MONTH

DATE	INVOICE NO.	EXPLANATION	AMOUNT	INVOICE NO.	AMOUNT
10/12/09	6 3267036	P/O:41312	731.06CR	6 3267036	731.06-
10/12/09	6 3267074	P/O:TUL33850	384.94	6 3267074	384.94
10/12/09	6 3267075	P/O:TUL33852	829.73	6 3267075	829.73
10/12/09	6 3267134	P/O:TUL33861	157.61	6 3267134	157.61
10/12/09	6 3267140	P/O:TUL-33863	1.64	6 3267140	1.64
10/13/09	6 3267146	P/O:TUL-33859	573.89	6 3267146	573.89
10/13/09	6 3267147	P/O:TUL-33862	81.80	6 3267147	81.80
10/13/09	6 3267148	P/O:TUL-33864	32.62	6 3267148	32.62
10/13/09	6 3267159	P/O:TUL 33865	72.03	6 3267159	72.03
10/13/09	6 3267178	P/O:TUL33868	1716.30	6 3267178	1716.30
10/13/09	6 3267212	P/O:TUL33813	4.34	6 3267212	4.34
10/13/09	6 3267255	P/O:TUL33870	141.27	6 3267255	141.27
10/13/09	6 3267275	P/O:TUL33873	32.69	6 3267275	32.69
10/13/09	6 3267289	P/O:TUL-33877	16.43	6 3267289	16.43
10/14/09	6 3267296	P/O:TUL33879	521.25	6 3267296	521.25
10/14/09	6 3267297	P/O:TUL-33874	12.61	6 3267297	12.61
10/14/09	6 3267310	P/O:TUL-33876	57.36	6 3267310	57.36
10/14/09	6 3267311	P/O:TUL33881	102.96	6 3267311	102.96
10/14/09	6 3267318	P/O:TUL33886	805.20	6 3267318	805.20
10/14/09	6 3267322	P/O:TUL33885	476.33	6 3267322	476.33
10/14/09	6 3267323	P/O:14962	756.16CR	6 3267323	756.16-
10/14/09	6 3267324	P/O:14962	173.19CR	6 3267324	173.19-
10/14/09	6 3267338	P/O:TUL 33889	56.97	6 3267338	56.97
10/14/09	6 3267373	P/O:TUL 33887	530.75	6 3267373	530.75
10/14/09	6 3267374	P/O:TUL-33878	91.69	6 3267374	91.69
10/14/09	6 3267379	P/O:TUL33902	159.25	6 3267379	159.25
10/14/09	6 3267383	P/O:TUL 33904	87.90	6 3267383	87.90
10/15/09	6 3267415	P/O:TUL33909	101.63	6 3267415	101.63
10/15/09	6 3267419	P/O:TUL 33911	262.74	6 3267419	262.74
CURRENT			TOTAL DUE *CONTINUED*	PLEASE PAY THIS AMOUNT	TOTAL DUE *CONTINUED*

FINANCE CHARGES will apply if the new balance is unpaid one month from the closing date of statement. The "FINANCE CHARGES" are computed by a periodic rate of per month which is an ANNUAL PERCENTAGE RATE of applied to the unpaid balance after deducting current payments and/or credits appearing on this statement from the previous balance.

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FORT WORTH

OKLAHOMA CITY

TULSA





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04843 *9*
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DATE	PAGE
12/22/2009	3

ACCOUNTS DUE AND PAYABLE BY THE 10TH OF THE MONTH

DATE	INVOICE NO.	EXPLANATION	AMOUNT
10/15/09	6 3267422	P/O:TUL 33097	45.14
10/15/09	6 3267423	P/O:TUL 33905	654.29
10/15/09	6 3267427	P/O:TUL33906	2.77
10/15/09	6 3267428	P/O:TUL33910	261.62
10/15/09	6 3267430	P/O:TUL 33905	690.17
10/15/09	6 3267502	P/O:TUL-33862	27.12
10/15/09	6 3267544	P/O:TUL33925	291.27
10/15/09	6 3267574	P/O:TUL33926	516.21
10/16/09	6 3267580	P/O:TUL33928	884.93
10/16/09	6 3267589	P/O:TUL33930	272.90
10/16/09	6 3267595	P/O:41319	147.56CR
10/16/09	6 3267607	P/O:TUL33932	1857.23
10/16/09	6 3267611	P/O:TUL33931	183.01
10/16/09	6 3267639	P/O:TUL 33938	44.35
10/16/09	6 3267654	P/O:TUL33937	265.39
10/16/09	6 3267697	P/O:TUL 33941	406.46
10/16/09	6 3267698	P/O:TUL 33940	65.36
10/16/09	6 3267699	P/O:41340	663.65CR
10/16/09	6 3267700	P/O:41341	180.41CR
10/16/09	6 3267702	P/O:TUL 33943	32.06
10/16/09	6 3267705	P/O:TUL 33945	846.43
10/17/09	6 3267753	P/O:TUL33957	242.15
10/17/09	6 3267758	P/O:TUL33942	126.78
10/15/09	8 3423841	P/O:127213	806.41
10/17/09	8 3424102	P/O:R127378	90.23
10/26/09	8 3425568	P/O:R127720	803.90
10/10/09	75 1026796	P/O:R126992	900.80
10/16/09	75 1028321	P/O:D-2523	236.84
11/02/09	6 3269811	P/O:TUL-34118	97.80
CURRENT			TOTAL DUE *CONTINUED*

INVOICE NO.	AMOUNT
6 3267422	45.14
6 3267423	654.29
6 3267427	2.77
6 3267428	261.62
6 3267430	690.17
6 3267502	27.12
6 3267544	291.27
6 3267574	516.21
6 3267580	884.93
6 3267589	272.90
6 3267595	147.56
6 3267607	1857.23
6 3267611	183.01
6 3267639	44.35
6 3267654	265.39
6 3267697	406.46
6 3267698	65.36
6 3267699	663.65
6 3267700	180.41
6 3267702	32.06
6 3267705	846.43
6 3267753	242.15
6 3267758	126.78
8 3423841	806.41
8 3424102	90.23
8 3425568	803.90
75 1026796	900.80
75 1028321	236.84
6 3269811	97.80
PLEASE PAY THIS AMOUNT	TOTAL DUE *CONTINUED*

FINANCE CHARGES will apply if the new balance is unpaid one month from the closing date of statement. The "FINANCE CHARGES" are computed by a periodic rate of $\frac{1}{100}$ per month which is an ANNUAL PERCENTAGE RATE of $\frac{1}{100}$ applied to the unpaid balance after deducting current payments and/or credits appearing on this statement from the previous balance.

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

DALLAS FORT WORTH OKLAHOMA CITY TULSA



STATEMENT

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 800-600-1461

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ARROW TRUCKING CO

Acct: 04843 *9*

04843 *9*

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DATE	PAGE
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ACCOUNTS DUE AND PAYABLE BY THE 10TH OF THE MONTH

DATE	INVOICE NO.	EXPLANATION	AMOUNT	INVOICE NO.	AMOUNT
11/02/09	6 3269813	P/O:TUL 34254	83.47	6 3269813	83.47
11/02/09	6 3269814	P/O:TUL34256	334.03	6 3269814	334.03
11/02/09	6 3269819	P/O:TUL34259	41.81	6 3269819	41.81
11/02/09	6 3269834	P/O:TUL34262	235.00	6 3269834	235.00
11/02/09	6 3269837	P/O:TUL34263	223.75	6 3269837	223.75
11/02/09	6 3269894	P/O:41351	449.23CR	6 3269894	449.23-
11/02/09	6 3269901	P/O:TUL34273	487.86	6 3269901	487.86
11/02/09	6 3269917	P/O:TUL34276	221.06	6 3269917	221.06
11/02/09	6 3269920	P/O:87894	131.81	6 3269920	131.81
11/03/09	6 3269934	P/O:TUL34282	224.84	6 3269934	224.84
11/03/09	6 3269935	P/O:TUL-34280	60.25	6 3269935	60.25
11/03/09	6 3269949	P/O:TUL34283	581.73	6 3269949	581.73
11/03/09	6 3270003	P/O:TUL34286	1606.27	6 3270003	1606.27
11/03/09	6 3270026	P/O:TUL 34291	23.11	6 3270026	23.11
11/03/09	6 3270029	P/O:TUL34293	89.74	6 3270029	89.74
11/03/09	6 3270039	P/O:TUL 34295	51.15	6 3270039	51.15
11/04/09	6 3270085	P/O:TUL-34300	34.86	6 3270085	34.86
11/04/09	6 3270086	P/O:TUL-34298	157.91	6 3270086	157.91
11/04/09	6 3270087	P/O:TUL-34297	7.53	6 3270087	7.53
11/04/09	6 3270090	P/O:TUL-34299	148.48	6 3270090	148.48
11/04/09	6 3270093	P/O:TUL34301	91.46	6 3270093	91.46
11/04/09	6 3270141	P/O:TUL34308	772.34	6 3270141	772.34
11/04/09	6 3270144	P/O:TUL34305	191.51	6 3270144	191.51
11/04/09	6 3270171	P/O:TUL34311	5166.44	6 3270171	5166.44
11/04/09	6 3270196	P/O:TUL34314	48.08	6 3270196	48.08
11/04/09	6 3270197	P/O:TUL34315	43.17	6 3270197	43.17
11/04/09	6 3270200	P/O:TUL34277	210.09	6 3270200	210.09
11/04/09	6 3270202	P/O:TUL34316	34.18	6 3270202	34.18
11/04/09	6 3270213	P/O:TUL34318	21.33	6 3270213	21.33
CURRENT			TOTAL DUE *CONTINUED*	PLEASE PAY THIS AMOUNT	TOTAL DUE *CONTINUED*

FINANCE CHARGES will apply if the new balance is unpaid one month from the closing date of statement. The "FINANCE CHARGES" are computed by a periodic rate of per month which is an ANNUAL PERCENTAGE RATE of applied to the unpaid balance after deducting current payments and/or credits appearing on this statement from the previous balance.

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DATE	PAGE
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ACCOUNTS DUE AND PAYABLE BY THE 10TH OF THE MONTH

DATE	INVOICE NO.	EXPLANATION	AMOUNT
11/04/09	6 3270217	P/O:TUL34319	32.06
11/04/09	6 3270227	P/O:TUL-34321	128.13
11/05/09	6 3270233	P/O:TUL 34323	183.15
11/05/09	6 3270234	P/O:TUL34324	23.46
11/05/09	6 3270244	P/O:TUL34325	448.15
11/05/09	6 3270248	P/O:41293	184.26CR
11/05/09	6 3270249	P/O:41293	57.73CR
11/05/09	6 3270250	P/O:41293	34.18CR
11/05/09	6 3270251	P/O:14454	22.89CR
11/05/09	6 3270252	P/O:14454	61.42CR
11/05/09	6 3270254	P/O:41384	840.68CR
11/05/09	6 3270266	P/O:TUL 34328	42.94
11/05/09	6 3270275	P/O:TUL34329	70.95
11/05/09	6 3270298	P/O:TUL34338	0.98
11/05/09	6 3270355	P/O:TUL34358	56.66
11/05/09	6 3270356	P/O:TUL34359	95.18
11/05/09	6 3270357	P/O:34360	45.94
11/05/09	6 3270365	P/O:TUL-34361	83.47
11/05/09	6 3270366	P/O:TUL-34362	412.97
11/06/09	6 3270382	P/O:TUL34364	48.62
11/06/09	6 3270407	P/O:TUL34366	1242.95
11/06/09	6 3270408	P/O:TUL34209	465.64
11/06/09	6 3270413	P/O:TUL34368	101.63
11/06/09	6 3270444	P/O:TUL34367	193.11
11/06/09	6 3270481	P/O:TUL 34372	379.09
11/06/09	6 3270492	P/O:TUL 34376	1099.91
11/06/09	6 3270515	P/O:TUL34290	256.07
11/06/09	6 3270516	P/O:TUL34379	488.23
11/06/09	6 3270518	P/O:TUL34380	6.32
CURRENT			TOTAL DUE *CONTINUED*

INVOICE NO.	AMOUNT
6 3270217	32.06
6 3270227	128.13
6 3270233	183.15
6 3270234	23.46
6 3270244	448.15
6 3270248	184.26-
6 3270249	57.73-
6 3270250	34.18-
6 3270251	22.89-
6 3270252	61.42-
6 3270254	840.68-
6 3270266	42.94
6 3270275	70.95
6 3270298	0.98
6 3270355	56.66
6 3270356	95.18
6 3270357	45.94
6 3270365	83.47
6 3270366	412.97
6 3270382	48.62
6 3270407	1242.95
6 3270408	465.64
6 3270413	101.63
6 3270444	193.11
6 3270481	379.09
6 3270492	1099.91
6 3270515	256.07
6 3270516	488.23
6 3270518	6.32
PLEASE PAY THIS AMOUNT	TOTAL DUE *CONTINUED*

FINANCE CHARGES will apply if the new balance is unpaid one month from the closing date of statement. The "FINANCE CHARGES" are computed by a periodic rate of per month which is an ANNUAL PERCENTAGE RATE of applied to the unpaid balance after deducting current payments and/or credits appearing on this statement from the previous balance.

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DATE	PAGE
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ACCOUNTS DUE AND PAYABLE BY THE 10TH OF THE MONTH

DATE	INVOICE NO.	EXPLANATION	AMOUNT
11/07/09	6 3270532	P/O:TUL34381	916.50
11/07/09	6 3270533	P/O:TUL 34383	193.63
11/07/09	6 3270539	P/O:TUL34385	122.03
11/09/09	6 3270585	P/O:TUL 34384	25.98
11/09/09	6 3270588	P/O:TUL34387	278.12
11/09/09	6 3270589	P/O:TUL34390	386.40
11/09/09	6 3270613	P/O:41385	1518.10CR
11/09/09	6 3270699	P/O:CREDIT	1021.45CR
11/11/09	6 3270871	P/O:TUL-34406	355.61
11/11/09	6 3270872	P/O:TUL34401	119.05
11/11/09	6 3270873	P/O:TUL34402	18.11
11/11/09	6 3270882	P/O:41199	1063.29CR
11/11/09	6 3270916	P/O:TUL 34428	78.53
11/11/09	6 3270970	P/O:TUL34434	67.05
11/11/09	6 3270974	P/O:TUL34436	11.73
11/11/09	6 3270976	P/O:DL111109	98.75
11/11/09	6 3270983	P/O:TUL 34441	39.26
11/11/09	6 3270985	P/O:TUL34440	135.23
11/12/09	6 3270993	P/O:TUL 34446	63.07
11/12/09	6 3271001	P/O:TUL34449	57.74
11/12/09	6 3271049	P/O:TUL 34455	87.03
11/12/09	6 3271054	P/O:TUL34454	351.30
11/12/09	6 3271057	P/O:TUL34456	158.54
11/12/09	6 3271066	P/O:TUL34458	94.91
11/12/09	6 3271075	P/O:DL111209	394.93
11/12/09	6 3271076	P/O:TUL34459	925.06
11/12/09	6 3271097	P/O:TUL34462	64.11
11/12/09	6 3271098	P/O:TUL34463	78.53
11/12/09	6 3271110	P/O:TUL-34466	21.53
CURRENT			TOTAL DUE *CONTINUED*

INVOICE NO.	AMOUNT
6 3270532	916.50
6 3270533	193.63
6 3270539	122.03
6 3270585	25.98
6 3270588	278.12
6 3270589	386.40
6 3270613	1518.10-
6 3270699	1021.45-
6 3270871	355.61
6 3270872	119.05
6 3270873	18.11
6 3270882	1063.29-
6 3270916	78.53
6 3270970	67.05
6 3270974	11.73
6 3270976	98.75
6 3270983	39.26
6 3270985	135.23
6 3270993	63.07
6 3271001	57.74
6 3271049	87.03
6 3271054	351.30
6 3271057	158.54
6 3271066	94.91
6 3271075	394.93
6 3271076	925.06
6 3271097	64.11
6 3271098	78.53
6 3271110	21.53
PLEASE PAY THIS AMOUNT	TOTAL DUE *CONTINUED*

FINANCE CHARGES will apply if the new balance is unpaid one month from the closing date of statement. The "FINANCE CHARGES" are computed by a periodic rate of per month, which is an ANNUAL PERCENTAGE RATE of applied to the unpaid balance after deducting current payments and/or credits appearing on this statement from the previous balance.

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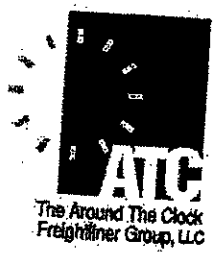
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DATE	PAGE
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ACCOUNTS DUE AND PAYABLE BY THE 10TH OF THE MONTH

DATE	INVOICE NO.	EXPLANATION	AMOUNT	INVOICE NO.	AMOUNT
11/13/09	6 3271119	P/O:TUL34470	118.64	6 3271119	118.64
11/13/09	6 3271122	P/O:TUL34468	362.88	6 3271122	362.88
11/13/09	6 3271132	P/O:TUL34474	554.60	6 3271132	554.60
11/13/09	6 3271133	P/O:14241	1229.93CR	6 3271133	1229.93-
11/13/09	6 3271134	P/O:14241	14.17CR	6 3271134	14.17-
11/13/09	6 3271142	P/O:TUL34479	6.26	6 3271142	6.26
11/13/09	6 3271166	P/O:TUL 34483	165.58	6 3271166	165.58
11/13/09	6 3271199	P/O:TUL 34485	212.26	6 3271199	212.26
11/13/09	6 3271204	P/O:TUL34481	448.63	6 3271204	448.63
11/13/09	6 3271224	P/O:14241	835.02CR	6 3271224	835.02-
11/14/09	6 3271278	P/O:TUL 34497	284.74	6 3271278	284.74
11/14/09	6 3271279	P/O:TUL 34498	284.74	6 3271279	284.74
11/16/09	6 3271318	P/O:TUL34500	282.14	6 3271318	282.14
11/16/09	6 3271319	P/O:TUL34503	1403.98	6 3271319	1403.98
11/16/09	6 3271350	P/O:TUL34489	53.49	6 3271350	53.49
11/16/09	6 3271357	P/O:TUL 34506	548.62	6 3271357	548.62
11/16/09	6 3271376	P/O:TUL34465	53.34	6 3271376	53.34
11/16/09	6 3271395	P/O:41388	1386.25CR	6 3271395	1386.25-
11/16/09	6 3271398	P/O:TUL24509	14.65	6 3271398	14.65
11/16/09	6 3271406	P/O:TUL34511	19.02	6 3271406	19.02
11/16/09	6 3271419	P/O:TUL34515	3.85	6 3271419	3.85
11/16/09	6 3271420	P/O:TUL 34501	211.71	6 3271420	211.71
11/16/09	6 3271423	P/O:TUL34516	252.93	6 3271423	252.93
11/16/09	6 3271430	P/O:TUL34519	28.16	6 3271430	28.16
11/16/09	6 3271474	P/O:TUL-34520	722.56	6 3271474	722.56
11/16/09	6 3271475	P/O:TUL-34521	65.97	6 3271475	65.97
11/17/09	6 3271480	P/O:TUL-34523	846.43	6 3271480	846.43
11/17/09	6 3271481	P/O:TUL34524	51.96	6 3271481	51.96
11/17/09	6 3271483	P/O:34499	21.43	6 3271483	21.43
CURRENT			TOTAL DUE		TOTAL DUE
			CONTINUED		*CONTINUED*

FINANCE CHARGES will apply if the new balance is unpaid one month from the closing date of statement. The "FINANCE CHARGES" are computed by a periodic rate of $\frac{1}{100}$ per month which is an ANNUAL PERCENTAGE RATE of $\frac{1}{100}$ applied to the unpaid balance after deducting current payments and/or credits appearing on this statement from the previous balance.

PLEASE PAY THIS AMOUNT

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DATE	PAGE
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ACCOUNTS DUE AND PAYABLE BY THE 10TH OF THE MONTH

DATE	INVOICE NO.	EXPLANATION	AMOUNT	INVOICE NO.	AMOUNT
11/17/09	6 3271489	P/O:TUL34526	46.92	6 3271489	46.92
11/17/09	6 3271515	P/O:TUL34527	492.31	6 3271515	492.31
11/17/09	6 3271520	P/O:TUL34529	5.81	6 3271520	5.81
11/17/09	6 3271533	P/O:TUL34281	180.79	6 3271533	180.79
11/17/09	6 3271553	P/O:TUL34469	106.72	6 3271553	106.72
11/17/09	6 3271557	P/O:TUL34525	567.33	6 3271557	567.33
11/17/09	6 3271559	P/O:TUL 34531	56.21	6 3271559	56.21
11/17/09	6 3271580	P/O:TUL34533	65.49	6 3271580	65.49
11/17/09	6 3271627	P/O:TUL 34535	635.79	6 3271627	635.79
11/17/09	6 3271629	P/O:TUL34537	2425.68	6 3271629	2425.68
11/17/09	6 3271639	P/O:88308	87.87	6 3271639	87.87
11/17/09	6 3271640	P/O:TUL34538	521.31	6 3271640	521.31
11/17/09	6 3271646	P/O:TUL-34541	33.64	6 3271646	33.64
11/17/09	6 3271651	P/O:TUL-34542	79.26	6 3271651	79.26
11/18/09	6 3271673	P/O:TUL 34543	324.85	6 3271673	324.85
11/18/09	6 3271706	P/O:TUL34548	551.64	6 3271706	551.64
11/18/09	6 3271733	P/O:TUL34550	282.47	6 3271733	282.47
11/18/09	6 3271769	P/O:TUL 34554	215.96	6 3271769	215.96
11/18/09	6 3271770	P/O:TUL 34549	370.44	6 3271770	370.44
11/18/09	6 3271777	P/O:TUL34555	1323.50	6 3271777	1323.50
11/18/09	6 3271779	P/O:TUL34557	71.04	6 3271779	71.04
11/18/09	6 3271789	P/O:TUL34551	130.59	6 3271789	130.59
11/18/09	6 3271799	P/O:TUL 34559	157.91	6 3271799	157.91
11/18/09	6 3271806	P/O:TUL34561	282.14	6 3271806	282.14
11/18/09	6 3271828	P/O:TUL-34562	284.74	6 3271828	284.74
11/18/09	6 3271830	P/O:TUL-34564	39.24	6 3271830	39.24
11/18/09	6 3271841	P/O:TUL-34565	12.55	6 3271841	12.55
11/19/09	6 3271855	P/O:TUL-34566	29.64	6 3271855	29.64
11/19/09	6 3271860	P/O:TUL 34568	232.83	6 3271860	232.83
CURRENT			TOTAL DUE *CONTINUED*	PLEASE PAY THIS AMOUNT	TOTAL DUE *CONTINUED*

FINANCE CHARGES will apply if the new balance is unpaid one month from the closing date of statement. The "FINANCE CHARGES" are computed by a periodic rate of per month which is an ANNUAL PERCENTAGE RATE of applied to the unpaid balance after deducting current payments and/or credits appearing on this statement from the previous balance.

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DATE	PAGE
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ACCOUNTS DUE AND PAYABLE BY THE 10TH OF THE MONTH

DATE	INVOICE NO.	EXPLANATION	AMOUNT	INVOICE NO.	AMOUNT
11/19/09	6 3271867	P/O:41412	226.80CR	6 3271867	226.80-
11/19/09	6 3271868	P/O:TUL34569	3375.20	6 3271868	3375.20
11/19/09	6 3271870	P/O:41294	154.43CR	6 3271870	154.43-
11/19/09	6 3271874	E/O:TUL34573	88.31	6 3271874	88.31
11/19/09	6 3271875	P/O:WASHOUT	88.31CR	6 3271875	88.31-
11/19/09	6 3271876	P/O:TUL34574	16.41	6 3271876	16.41
11/19/09	6 3271878	P/O:TUL34575	88.31	6 3271878	88.31
11/19/09	6 3271885	P/O:TUL 34577	68.95	6 3271885	68.95
11/19/09	6 3271889	P/O:TUL 34545	615.96	6 3271889	615.96
11/19/09	6 3271932	P/O:TUL34583	346.98	6 3271932	346.98
11/19/09	6 3271936	P/O:TUL34585	930.08	6 3271936	930.08
11/19/09	6 3271953	P/O:TUL34586	58.13	6 3271953	58.13
11/19/09	6 3271967	P/O:TUL 34587	144.74	6 3271967	144.74
11/19/09	6 3271992	P/O:TUL34589	613.72	6 3271992	613.72
11/19/09	6 3271999	P/O:TUL34591	474.12	6 3271999	474.12
11/19/09	6 3272012	P/O:TUL-34594	33.00	6 3272012	33.00
11/20/09	6 3272020	P/O:41413	191.96CR	6 3272020	191.96-
11/20/09	6 3272021	P/O:41413	3.19CR	6 3272021	3.19-
11/20/09	6 3272033	P/O:TUL34596	411.14	6 3272033	411.14
11/20/09	6 3272060	P/O:TUL34578	69.48	6 3272060	69.48
11/20/09	6 3272062	P/O:TUL34600	242.21	6 3272062	242.21
11/20/09	6 3272084	P/O:TUL34604	27.25	6 3272084	27.25
11/20/09	6 3272087	P/O:TUL34601	501.49	6 3272087	501.49
11/20/09	6 3272127	P/O:TUL34607	1175.89	6 3272127	1175.89
11/20/09	6 3272129	P/O:41415	2920.53CR	6 3272129	2920.53-
11/20/09	6 3272131	P/O:TUL 34606	1060.73	6 3272131	1060.73
11/20/09	6 3272132	P/O:41294	276.39CR	6 3272132	276.39-
11/20/09	6 3272133	P/O:TUL34611	10.50	6 3272133	10.50
11/02/09	8 3426973	P/O:R12720	1902.62	8 3426973	1902.62
CURRENT			TOTAL DUE *CONTINUED*	PLEASE PAY THIS AMOUNT	TOTAL DUE *CONTINUED*

FINANCE CHARGES will apply if the new balance is unpaid one month from the closing date of statement. The "FINANCE CHARGES" are computed by a periodic rate of _____ per month which is an ANNUAL PERCENTAGE RATE of _____ applied to the unpaid balance after deducting current payments and/or credits appearing on this statement from the previous balance.

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DATE	PAGE
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ACCOUNTS DUE AND PAYABLE BY THE 10TH OF THE MONTH

DATE	INVOICE NO.	EXPLANATION	AMOUNT	INVOICE NO.	AMOUNT
11/03/09	8	3427162	P/O:R128272	8	3427162
11/06/09	8	3427690	P/O:R128047	8	3427690
11/19/09	8	3430005	P/O:R129146	8	3430005
11/03/09	75	1033175	P/O:D-2540	75	1033175
11/03/09	75	1033187	P/O:D-2540	75	1033187
11/03/09	75	1033195	P/O:D-2540	75	1033195
11/04/09	75	1033523	P/O:D-2541	75	1033523
11/04/09	75	1033563	P/O:B-2543	75	1033563
11/05/09	75	1033786	P/O:D-2544	75	1033786
11/13/09	75	1035902	P/O:D-2556	75	1035902
11/20/09	75	1037869	P/O:D-2557	75	1037869
12/03/09	6	3273466	P/O:41636	6	3273466
12/10/09	6	3274277	P/O:41418	6	3274277
12/10/09	6	3274278	P/O:41418	6	3274278
12/10/09	6	3274279	P/O:41422	6	3274279
12/10/09	6	3274280	P/O:41422	6	3274280
12/10/09	6	3274282	P/O:41422	6	3274282
12/10/09	6	3274283	P/O:41422	6	3274283
12/10/09	6	3274284	P/O:41422	6	3274284
12/10/09	6	3274285	P/O:41422	6	3274285
12/10/09	6	3274286	P/O:41422	6	3274286
12/10/09	6	3274287	P/O:41422	6	3274287
12/10/09	6	3274288	P/O:41417	6	3274288
12/10/09	6	3274289	P/O:41417	6	3274289
12/10/09	6	3274291	P/O:41418	6	3274291
12/10/09	6	3274292	P/O:41422	6	3274292
12/10/09	6	3274293	P/O:41422	6	3274293
12/10/09	6	3274294	P/O:41422	6	3274294
12/10/09	6	3274295	P/O:41422	6	3274295
CURRENT			TOTAL DUE *CONTINUED*	PLEASE PAY THIS AMOUNT	TOTAL DUE *CONTINUED*

FINANCE CHARGES will apply if the new balance is unpaid one month from the closing date of statement. The "FINANCE CHARGES" are computed by a periodic rate of $\frac{1}{12}$ per month which is an ANNUAL PERCENTAGE RATE of $\frac{1}{12}$ applied to the unpaid balance after deducting current payments and/or credits appearing on this statement from the previous balance.

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DATE	PAGE
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ACCOUNTS DUE AND PAYABLE BY THE 10TH OF THE MONTH

DATE	INVOICE NO.	EXPLANATION	AMOUNT	INVOICE NO.	AMOUNT
12/10/09	6 3274296	P/O:41418	151.51CR	6 3274296	151.51-
12/10/09	6 3274297	P/O:41418	218.10CR	6 3274297	218.10-
12/10/09	6 3274298	P/O:41422	577.31CR	6 3274298	577.31-
12/10/09	6 3274299	P/O:41418	90.21CR	6 3274299	90.21-
12/10/09	6 3274300	P/O:41418	31.67CR	6 3274300	31.67-
12/10/09	6 3274301	P/O:41418	216.49CR	6 3274301	216.49-
12/10/09	6 3274302	P/O:41418	216.49CR	6 3274302	216.49-
12/10/09	6 3274303	P/O:41418	216.49CR	6 3274303	216.49-
12/10/09	6 3274304	P/O:41418	835.02CR	6 3274304	835.02-
12/10/09	6 3274305	P/O:41418	133.10CR	6 3274305	133.10-
12/14/09	6 3274665	P/O:41201	46.18CR	6 3274665	46.18-
12/14/09	6 3274666	P/O:41201	216.49CR	6 3274666	216.49-
12/14/09	6 3274667	P/O:41201	61.42CR	6 3274667	61.42-
12/14/09	6 3274668	P/O:41201	184.26CR	6 3274668	184.26-
12/14/09	6 3274669	P/O:41201	180.41CR	6 3274669	180.41-
12/14/09	6 3274670	P/O:41201	180.41CR	6 3274670	180.41-
12/14/09	6 3274671	P/O:41201	180.41CR	6 3274671	180.41-
		*TOTAL OPEN ITEMS	58124.32	*TOT OPEN	58124.32 *
11/10/09	WT111009	UNAPL PAYMNT BAL	13762.65CR	UNAPL BAL	13762.65-
		*TOTAL UNAPPLIED BALANCE	13762.65CR	*TOT UNAPL	13762.65-*
		*TOTAL DUE	44361.67	*TOT DUE	44361.67 *
*** Happy Holidays ***					
CURRENT	37278.17	20846.15	TOTAL DUE	PLEASE PAY THIS AMOUNT	TOTAL DUE
			44361.67		44361.67

FINANCE CHARGES will apply if the new balance is unpaid one month from the closing date of statement. The "FINANCE CHARGES" are computed by a periodic rate of _____ per month which is an ANNUAL PERCENTAGE RATE of _____ applied to the unpaid balance after deducting current payments and/or credits appearing on this statement from the previous balance.

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

DALLAS

FORT WORTH

OKLAHOMA CITY

TULSA






Bank of America Direct

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

110000-04843

 ARROW <small>TRUCKING CO.</small>	GENERAL DISBURSEMENT P.O. BOX 3570 TULSA, OKLAHOMA 74101-3570 918-448-1441	TRANSPORTATION ALLIANCE BANK 724	78619
	DATE 11/12/2009	AMOUNT \$20,042.25	

PAY Twenty Thousand Forty Two Dollars And 25 Cents

TO THE ORDER OF ATC FREIGHTLINER GRP/TULSA
 PO BOX 848326
 DALLAS TX 75284

ARROW TRUCKING CO.
 VOID AFTER 90 DAYS
 JAMES D. FIELSTICKER / PRESIDENT

78619 # 41243846570 870333246 # 0002004225

Bank of America NA
 11/19/2009 11/19/09
 9030143817

11/19 11:00

Bank of America
 415200444886

FOR DEPOSIT ONLY
 ATC FREIGHTLINER
 TULSA, OK
 415200444886

Check Info	
Account:	415200444886
Amount:	20,042.25
Check #:	78619
Posted Date:	11/19/2009

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Bank of America Higher Standards

ply I owe to 92212 (110100) for a wash w/ VIA

Bank of America Direct

Control Panel

- zoom
- rotate
- contrast
- brightness
- sharpen
- front/back
- invert
- view front and back
- revert to original

Check Info

Deposit Acct: 415200444886
 Amount: 5,003.81
 Check #: 79076
 Posted Date: 12/18/2009

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110090-04843
 GENERAL DISBURSEMENT
 P.O. BOX 2570
 TULSA, OKLAHOMA 74101-0570
 918-445-1441

ARROW TRUCKING CO.
 100 AFTER 90 DAYS
 JAMES D. BIELICKI / PRESIDENT

DATE: 12/18/2009
 AMOUNT: \$5,003.81

PAY: Five Thousand Three Dollars And 81 Cents

TO THE ORDER OF: ATC-FREIGHTLINER GRP/TULSA
 PO BOX 848326
 DALLAS TX 75284

⑈79076⑈ ⑆124384857⑆ 870333246⑈ ⑈0000500381⑈

CS121409T

DEPOSIT TO FREIGHTLINER AND FRESH EX

Bank of America

9430618774

Secure Area

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