

## **Exhibit 1**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

	)	Chapter 11
<i>In Re:</i>	)	Case No. 14-10318 (KJC)
	)	
QUANTUM FOODS, LLC, et al.	)	Jointly Administered
	)	
Debtors.	)	Ref: Docket No. 466 and 585
	)	

**AFFIDAVIT OF GREGORY STONE**

1. My name is Gregory Stone. I am over 18 years of age and I am competent to testify as to the matters set forth herein.

2. I am Director, Credit Collections and Billing of FFE Transportation Services, Inc. ("FFE").

3. I have been authorized by FFE to submit this Affidavit in support of FFE's Reply to Debtors' Limited Objection to Entry of an Order Allowing Administrative Expense Claim and Directing the Payment of any Administrative Expense Claim to FFE Transportation Services, Inc.

4. The matters set forth herein are based upon my personal knowledge.

5. FFE is a federally licensed motor carrier by authority issued to it by the Federal Motor Carrier Safety Administration (FMCSA).

6. FFE transports regulated commodities as well as commodities that are exempt from the jurisdiction of the Department of Transportation/FMCSA as defined in 49 U.S.C. 13506(a)(6)(C), (D).

7. Subsequent to Debtors' bankruptcy petition, FFE provided Debtors motor carrier transportation to and from Quantum Foods' distribution facilities in Bolingbrook, Illinois and

delivered same throughout the country during the period of April 2014 and May 2014 for which it seeks payment.<sup>1</sup> FFE seeks payment of \$51,323.48. See Appendix A, invoices and bills of lading for the referenced services.

8. FFE's transportation of Quantum Foods' shipments were subject to FFE's own rules, regulations and practices. Rules regulations and practices governing FFE's operations with Quantum are set forth in FFE's General Rules Tariff FRZF105. FFE had in place additional General Rules for Quantum regarding rates from Bollingbrook, Illinois which were agreed to by the Parties. See Appendix B, FFE's Rules Tariff and General Rules for Quantum.

9. Although Quantum issued their own bill of lading, all shipments tendered to FFE by Quantum were subject to the terms and conditions contained in the Uniform Straight Bill of Lading as published in the applicable National Motor Freight Classification 100 Series as of the time of the shipment(s). See Appendix B, Rules Tariff, Section 1, Item 7. FFE is and was at all times here relevant a participating member of NMFC in April 2014 and still remains a participating member.

10. Under the FFE Tariff, a consignor such as Quantum may elect to have preprinted their own bill of lading form, or consignors who have preprinted their own bill of lading forms may, at their option, instead of using the Uniform Straight Bill of Lading as set forth, use the Straight Bill of Lading-Short Form. In either case, the transportation of the shipment by FFE shall be subject to all terms and conditions of the Uniform Straight Bill of Lading. See Appendix B, Rules Tariff, Section 1, Item 8.

11. The Uniform Straight Bill of Lading contains preprinted language which incorporates the carrier tariff as follows:

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<sup>1</sup> FFE acknowledges payment on shipments delivered subsequent to April 25, 2014.

“Received, subject to individually determined rates or contracts that have been agreed upon in writing between the carrier and shipper, if applicable, otherwise to the rates, classifications and rules that have been established by the carrier and are available to the shipper on request.” See Appendix C, Uniform Straight Bill of lading.

12. As provided for by the federal regulations and incorporated in FFE’s governing Tariff, FFE relinquished possession of the freight in advance of the payment of its Tariff charges. With respect to each shipment for which it seeks recovery, FFE sent an invoice to Quantum for payment which identified that payment was due within 15 days. See Appendix A. The 15 day credit period is prescribed by federal regulation and was also set forth in FFE’s Tariff. See Appendix B, Rules Tariff Section 2, Item 13.4. The credit period begins to run the day following the presentation of the freight bill. FFE seeks payment of its invoices dated April 14, 2014 through April 30, 2014. Quantum’s contractual obligation to pay did not become due until 15 days from the date of invoice. Quantum’s contractual obligation to FFE did not arise on any of the services provided for which FFE seeks payment until after April 25, 2014. See Appendix A.

13. Although FFE transports primarily goods that are regulated by the Department of Transportation’s FMCSA, at times FFE transports goods that are exempt from the Department of Transportation’s jurisdiction. The composite commodity list can be found in Administrative Rule 119 which identifies which commodities are regulated or not. See Appendix D.

14. Of the 83 invoices for which FFE seeks recovery, 19 invoices totaling \$14,789.22 are for transportation services where the commodity is exempt from federal regulation. Sixteen of the shipments involved the transportation of poultry product that was either pre-cooked, marinated, breaded and/or battered, frozen or refrigerated, and therefore exempt from regulation, as identified below. Two other shipments are exempt from regulation because the product being

transported was seafood. See below. Each of the invoices pertaining to these 19 shipments were due subsequent to April 25, 2014. See Appendix A.

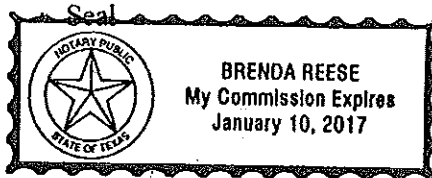
<b>Poultry Products</b>		
<b>Invoice No.</b>	<b>Bill of Lading No.</b>	<b>Amount</b>
5712208	4804896	\$583.05
5712210	4809437	\$1,261.68
5712214	4809813	\$302.64
5715915	4809009	\$796.68
5715914	4810785	\$380.28
5717107	4809431	\$962.91
5717111	4812608	\$1,721.20
5717112	4814609	\$785.60
5711846	4814621	\$1,079.00
5718953	4818541	\$686.40
5720436	4809422	\$1,188.42
5725093	4814618	\$328.38
5726674	4814620	\$945.27
5726678	4825336	\$624.32
5728202	4809008	\$501.70
5728208	4825028	\$408.34
5729759	4826180	\$1,226.65
<b>Seafood Products</b>		
5712217	4810769	\$348.65
5725092	4810767	\$658.05

Gregory Stone  
Gregory Stone

STATE OF Texas :

COUNTY OF Dallas :

Subscribed and sworn to before me this 14<sup>th</sup> day of August 2014.



Brenda Reese  
Notary Public