

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

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**JEFFREY SPINNER,**

*Plaintiff,*

**-against-**

**NEW ERA RELOCATION LLC, MOVING  
SOLUTIONS LLC, GOLD STANDARD  
RELOCATION, MEDE KARIMOV A/K/A  
MEDETBEK KARIMOV, THOMAS GALCZYNSKI,  
JENNIFER BLAKE, SAMMI "DOE",  
RYAN F "DOE", RELOCATE US  
LLC and MARGARET BOVARD DRAYTON  
a/k/a MAGGIE DRAYTON,**

*Defendants.*

**Civil Action No:**

**FIRST AMENDED  
VERIFIED  
CIVIL COMPLAINT  
WITH INJUNCTIVE &  
DECLARATORY RELIEF**

**JURY TRIAL DEMANDED**

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Plaintiff, Jeffrey Spinner, complains as follows:

**INTRODUCTION**

This is an action against a purported interstate moving company and its agents for violating the Carmack Amendment, 49 U.S.C. §14706, which imposes strict liability upon common carriers for damages to goods in transit, among other causes of action, including deceptive business practices. After Defendants extorted Plaintiff for a cash ransom while holding his property hostage, he was forced to obtain a January 14, 2021 temporary restraining order from this court directing Defendants to produce his household goods. Later, Plaintiff found his property in an unmarked trailer on an unsecure road-side lot in New Jersey. His antiques, irreplaceable heirlooms and other property was not packed properly, moldy and damaged. Since the December 26, 2021 complaint in this case was filed, Plaintiff discovered Defendants are part of a chain of fictitious moving companies without DOT licenses, and the Defendant Maggie Drayton is the mastermind and owner of the unlicensed “movers” who extort money from consumers nationwide as they did to Plaintiff.

Plaintiff was deprived of his property for months, forced to spend tens of thousands of dollars to obtain an injunction against Defendants and pay another mover to get his property-only to receive damaged property. Plaintiff seeks his injunctive and declaratory relief to protect the consuming public, punitive damages, treble damages, costs and attorneys' fees, among other relief requested herein.

## **PARTIES**

1. At all times mentioned herein, Plaintiff Jeffrey Spinner is an individual and natural person domiciled in Suffolk County, New York. Because of his status as a retired New York Supreme Court judge, his home address and cell number are redacted in this complaint and exhibits.
2. Defendant NEW ERA RELOCATION LLC ("NEW ERA") is a North Carolina limited liability company conducting business in the State of New York, listing on its contract, corporate documents and website a headquarters at "111 North 3rd Street, Smithfield NC 27577" and also uses the address "933 Beville Road, South Daytona, Volusia County, Florida" in documents filed with the Florida secretary of State.
3. Defendant NEW ERA operated a common carrier business, as defined by the Carmack Amendment, under US DOT number of 3371822, which was revoked December 22, 2020.
4. Defendant MOVING SOLUTIONS LLC is the legal name and owner of Defendant GOLD STANDARD, a limited liability company organized under and existing by virtue of the laws of Florida, and does business under the name of Defendant GOLD STANDARD RELOCATION (collectively, "GOLD STANDARD") at a business address listed with the DOT of "933 Beville Rd unit 101 h South Daytona FL 32119". GOLD STANDARD operates as a common carrier and/or broker and operates, manages and holds Defendant NEW ERA as its wholly owned subsidiary.
5. Defendant RELOCATE US LLC ("RELOCATE") is a limited liability company organized under and existing by virtue of the laws of Florida, with a purported office for the transaction of business located at 933 Beville Road, South Daytona, Volusia County, Florida. RELOCATE owns Defendant NEW ERA.
6. Defendants MEDE KARIMOV a/k/a Medetbek Karimov, THOMAS GALCZYNSKI, JENNIFER BLAKE, SAMMI "Doe" and RYAN F "Doe" are individuals actively involved as principals, officers, agents, servants or employees of Defendants NEW ERA and GOLD STANDARD RELOCATION, LLC. Each of them jointly and severally procure carrier contracts in their ongoing scheme of conversion, theft, extortion and concealment of consumers' property. Upon information and belief, these Defendants are not domiciles of New York.
7. Defendant MARGARET BOVARD DRAYTON a/k/a MAGGIE DRAYTON ("DRAYTON") is a natural person who, upon information and belief, is domiciled in Florida at 1490 James Street, New Smyrna Beach, Volusia County.
8. Defendant DRAYTON dominates, manages and controls and is a principal, owner, member and/or manager of Defendants NEW ERA, GOLD STANDARD and RELOCATE.

9. Defendants NEW ERA, GOLD STANDARD and RELOCATE (collectively, the “LLC Defendants”) are engaged in the field of interstate moving and storage and (a) share common officers, managers, members, principals and employees and (b) utilize common business addresses and telephone numbers, making them so closely related and inextricably intertwined as to be completely indistinguishable from one another, both factually and legally, so that each one is the alter ego of the other and the actions, acts and omissions of each are wholly binding upon and completely attributable to each of the others and their individual owners and agents.

10. Each reference herein to “Defendants” shall be deemed to refer to and include each of the said individual and LLC Defendants, acting jointly and severally.

### **JURISDICTION AND VENUE**

11. The Court has “federal question” subject matter jurisdiction over the instant action pursuant to 28 U.S.C. §1331, as the claim set forth herein arises under federal statute 49 U.S.C. §14706 (the “Carmack Amendment”).

12. Jurisdiction is further invoked pursuant to 28 USC Section 1332 as diversity exists between the Plaintiff and each Defendant, and the amount in controversy exceeds \$ 75,000.00, exclusive of interest and costs. Jurisdiction over the pendent state claims exists under 28 U.S.C. §1367(a).

13. Declaratory relief is available under 28 U.S.C. §§2201 and 2202.

14. Venue is proper in this district under 28 U.S.C. §1391(b)(2) and (d) because a substantial part of the events or omissions giving rise to the claims and injuries at issue occurred in this district, including the contract was executed by Plaintiff in this venue and Defendants, by their websites and e-mails procure business from this State and venue, and affirm they regularly conduct and transact business in this district.

15. Personal jurisdiction over Defendants exists because they actively and continuously transact business in New York and purposefully availed themselves of the rights and protections accorded to a business entity doing business here, and under C.P.L.R. §§301 and 302 subjects them to personal jurisdiction within this state, and the causes of action set forth herein arose out of Defendants’ transactions with Plaintiff within the State of New York.

16. At all times mentioned herein, Defendants’ websites at <https://goldstandardrelocation.com> and <https://newerarelolllc.com> were operational in New York and used by New York citizens.

### **FACTS**

17. On or about July 17, 2020, Defendant GOLD STANDARD, acting through Defendant RYAN, communicated via internet and telephone to Plaintiff to provide a quote for packing and transporting 3,200 cubic feet of household goods and furnishings from Union County, North Carolina to Suffolk County, New York.

18. During those communications, Plaintiff specifically asked if GOLD STANDARD was the mover and not a broker, and Defendant RYAN responded by affirmatively and repeatedly representing to Plaintiff that GOLD STANDARD was not a broker, it was a licensed interstate mover and that its moving and transportation services were provided through NEW ERA, which, he repeatedly represented, was GOLD STANDARD'S wholly owned subsidiary.

19. On July 17, 2020, GOLD STANDARD sent, via the internet to Plaintiff's computer in Suffolk County, a written "Binding Moving Estimate" with NEW ERA's logo at top, for the interstate move of 3,200 cubic feet of Plaintiff's household goods from North Carolina to New York (**Exhibit A**).<sup>1</sup>

20. Page 1 thereof lists Defendant RYAN as the "Customer Rep" for NEW ERA, and page 9 lists him as the "Logistics Manager" for GOLD STANDARD. Those representations were consistent with RYAN affirming to Plaintiff that GOLD STANDARD and NEW ERA were the same company. Nowhere does the Contract state GOLD STANDARD is a broker.

21. Page 9, entitled "Articles List 80 Items, 248 Pieces", lists Plaintiff's property, including antiques and valuable and irreplaceable items such as "Clock, Grandfather", "Physician's Scale", "Secretary Desk, Antique", and "antique dining room table/chairs/hutch".

22. The loss to and damage of those items is an irreparable harm, as those items are from the holocaust and invaluable and irreplaceable family heirlooms.

23. As RYAN continue to affirmatively represent that GOLD STANDARD was not a broker and NEW ERA was their wholly owned subsidiary, on July 29, 2020, RYAN emailed a duplicate Binding Estimate with the NEW ERA logo at the top, and again at the top left of the first page listing RYAN as NEW ERA's "Customer Rep", listing NEW ERA's website, but this one revised the cubic feet to 3,200, adjusted the binding estimate to \$14,423.34 and included the following material terms:

- at page 2 Defendants guaranteed the price in the contract for 3,200 cubic feet of goods up until the moving date;
- "fully quilted and wrapping" of the goods
- "30 days of FREE climate controlled storage in" a secured storage facility;
- remaining balance by "cash or postal money rider"

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<sup>1</sup> This and all exhibits referenced herein and attached hereto and all of their content is made a part hereof as if fully set forth herein.

-at page 6 thereof, “Customer has elected a “binding to not Exceed” price, which said price will not exceed the estimate (**Exhibit B-** the “Contract”).

24. Between July 17, 2020 and July 29, 2020, Plaintiff paid a total contract deposit of \$4,917.00 for moving and transportation services by GOLD STANDARD and NEW ERA.

25. On or about July 30, 2020, Defendant GALCZYNSKI, acting on behalf of the LLC Defendants, managed, controlled and oversaw the packing and loading of Plaintiff’s goods at Union County, North Carolina into a Freightliner Columbia tractor bearing West Virginia license 928-977. Attached was a 53 foot Wabash National Box Trailer marked “#9001 Javier Marquez,” bearing VIN 1JJV532D9EL803329 and a California license of 4MS1277. The trailer’s total interior volume was 3,270 cubic feet.

26. On August 2, 2020, in accordance with the Contract, Plaintiff paid an additional \$4,500.00 by United States Postal Money Orders to Defendant GALCZYNSKI, who accepted it on behalf of the LLC Defendants.

27. On August 2, 2020, at about 12:10 a.m., GALCZYNSKI, acting on behalf of the LLC Defendants, departed Union County, North Carolina in possession and control of Plaintiff’s household goods and furnishings in his truck.

28. From on or about August 1, 2020 through on or about December 4, 2020, the LLC Defendants repeatedly advised Plaintiff that his household goods and furnishings were going to be stored and were stored in a climate-controlled warehouse in Brooklyn.

29. On December 4, 2020, Plaintiff e-mailed and telephoned Defendant NEW ERA to arrange for delivery of his household goods to his new residence in Suffolk County, New York.

30. As of December 4, 2020 and according to the Contract, the balance due was \$ 4,500.00 for moving plus \$ 4,800.00 for storage- for a total of \$ 9,300.00.

31. On or about December 4, 2020, Defendant SAMMI, acting on behalf of the LLC Defendants, informed Plaintiff that the balance increased to \$10,542.00 by falsely claiming the his property was 4,200 cubic feet, and not 3,200 cubic feet that Defendants represented was the amount when they took possession of the goods in North Carolina.

32. On or about December 19, 2020, Defendants sent a text to Plaintiff from “Jorge” now stating delivery would be made if Plaintiff paid \$15,582.00 in cash.

33. Plaintiff agreed to pay \$9,300.00, but objected to the \$15,582.00 as there was no basis for increasing the binding Contract amount by another \$6,282.00.

34. When Plaintiff requested a Bill of Lading, as mandated by 49 CFR §375.505, the LLC Defendants emailed a forged document listing Plaintiff as “Jerry” instead of “Jeffrey”, and forged his signature at the bottom by a squiggly line (**Exhibit C**).

35. A layperson can see the signatures of Defendants’ customer representative and the one purporting to be Plaintiff’s as the “Customer” at the bottom of that Bill of Lading are signed by the same person who signed at the “Customer Representative” line.

36. That forged document also has three different dates. At the top right is July 31, 2020, the bottom left signature blocks have “7/3/20” and a pre-dated “7/3/20” at the bottom right block as “Delivery Acknowledgement”, which was impossible as the goods were taken August 2, 2020 and never delivered since then.

37. Plaintiff next discovered that Defendants use fake addresses on their Federal DOT filings, State Corporate filings, their website and the Contract as “111 N. 3<sup>rd</sup> St. Smithfield NC 27577” as their “physical address” and actual corporate headquarters. A Google Map search shows that address is a corner store that ships mail, not a corporate location (**Exhibit D**).

38. Defendant NEW ERA’s fake address is listed as its “principal office” on its state corporate filings and their website as its “CORPORATE HEADQUARTERS” at [https://www.newerarelo.com/our\\_trucks\\_\\_teams](https://www.newerarelo.com/our_trucks__teams) to deceive consumers as if a “principal office” exists when it does not (**Exhibit E**).

39. During all of this, Defendant NEW ERA was “**not authorized**” by the DOT to conduct carrier business as of December 16, 2020 because it lapsed its requisite insurance ([https://safer.fmcsa.dot.gov/query.asp?searchtype=ANY&query\\_type=queryCarrierSnapshot&query\\_param=USDOT&original\\_query\\_param=NAME&query\\_string=371822&original\\_query\\_string=NEW%20ERA%20RELOCATION%20LLC](https://safer.fmcsa.dot.gov/query.asp?searchtype=ANY&query_type=queryCarrierSnapshot&query_param=USDOT&original_query_param=NAME&query_string=371822&original_query_string=NEW%20ERA%20RELOCATION%20LLC)) (**Exhibit F**).

40. It was also discovered that the LLC Defendants were not authorized to operate by the DOT revoking their license, yet those Defendants transported Plaintiff’s property illegally during December, 2020 and demanded cash for a business that was unlawful to operate.

41. Defendants also continued to move other consumers’ property nationwide despite their DOT authority being revoked.

42. Defendants’ custom and practice to similarly extort interstate customers like Plaintiff out of cash for their property is shown in the many complaints of other consumers at <https://www.bbb.org/us/nc/smithfield/profile/moving-companies/new-era-relocation-0593-90326232/complaints> (**Exhibit G**).

43. Those complaints are as recent as September, 2020 and describe how Defendants “lied”, are “scamming” and holding “hostage” consumers’ property and demanding more money than originally agreed, just as they did to Plaintiff.

44. From December 4 through December 23, 2020, Plaintiff emailed Defendants in his attempts to obtain delivery of his property to his home in Long Island New York, which Defendant SAMMI confirms that Defendants have the property on a truck but will not release it unless Plaintiff pays some \$6,000 more than the Contract price, in cash (**Exhibit H**)

45. On December 26, 2020, Plaintiff’s counsel sent Defendants a 49 C.F.R. §370.3 letter notifying them of the damages, and requested the actual physical address of Plaintiff’s property (**Exhibit I**).

46. Rather than respond to the letter, on December 28, 2020, at 3:58 p.m., Plaintiff received a call from a blocked number, and a male voice said "This is Chris, GM at New Era. You've been fucking around with us for six months, I'm going to auction your stuff." Plaintiff responded that "I can't talk to you, you need to speak with my lawyer." Chris’ replied "I'm not speaking to no one", and Plaintiff said, "Then I am terminating this call" and hung up.

47. Next, at 3:59 p.m. that day, the same person called from a blocked number and left the following voicemail: "Supposed to pick up your stuff months ago, I'm going to go ahead and put your up, your stuff up for auction and we'll send you a letter. Have a nice day." (to hear that message, go to the below link:

<https://drive.google.com/file/d/1ROuv1PyDMfO0YYDZbwKTV1yygf6uwVe6/view?usp=sharing> )

48. After those calls, Plaintiff had to file this action and obtained preliminary injunctive relief to prevent the unlawful disposal of his goods “held hostage” by Defendants unlawfully demanding \$15,582.00 cash as a condition of release and delivery.

It took two Orders of this Court, on December 30, 2020 and January 14, 2021, for Plaintiff to finally learn that his goods were left in a trailer somewhere on the side of the road at Route 440 South in Bayonne, New Jersey.

49. At a January 13, 2021 hearing leading to the TRO of January 14, Defendant GOLD STANDARD’s counsel repeatedly denied that GOLD STANDARD was related to NEW ERA (**Exhibit J**-transcript), despite Plaintiff’s counsel producing documents showing they are related and Defendant MARGARET DRAYTON files LLCs in Florida and elsewhere as the owner and operator of the LLC Defendants (**Exhibit K**).

50. Remarkably, GOLD STANDARD's counsel then filed a January 21, 2021 Answer (Dkt 19) signed by Defendant MARGARET DRAYTON, affirming that she is "the owner of Moving Solutions LLC, d/b/a Gold Standard Relocations".

51. According to corporate documents all filed with the Florida secretary by Defendant MARGARET DRAYTON, the LLC Defendants are all one and the same company using the same address at "93 Beville Rd" and all owned by DRAYTON .

52. Indeed, on May 28, 2020, DRAYTON filed a name registration for Defendant NEW ERA, listing its owner as Defendant RELOCATE US at the same Beville Road address.

**COUNT ONE: Carmack Amendment**

53. Plaintiff repeats each and every allegation above as though fully set forth herein.

54. LLC Defendants, as carriers and brokers, and their agents and employees, had duties under the Carmack Amendment, 49 U.S.C. §14706 to properly and carefully to load, handle, stow, carry, keep, care for, discharge, and deliver the household goods carried in the same good order and condition as when tendered to and accepted and to provide a Bill of Lading.

55. LLC Defendants assumed responsibility for, and were responsible for, the care and custody of the goods from the place of initial receipt to the place of intended delivery.

56. LLC Defendants breached their duties under the Carmack Amendment by failing to properly and carefully to load, handle, stow, carry, keep, care for, discharge, and deliver the goods carried in the same good order and condition as when tendered and accepted, and have refused to deliver the goods.

57. LLC Defendants breached their duties under the Carmack Amendment by failing to provide the location of the goods that they are holding hostage at some undisclosed address or provide any evidence that the goods are not physically damaged, nor provide Plaintiff the opportunity to survey the condition of the goods, and/or the take delivery of them or mitigate any damages.

58. LLC Defendants breached their duties under the Carmack Amendment by affirming in a voicemail message of December 28, 2020 that they are auctioning Plaintiff's property for sale rather than deliver it to Plaintiff.

59. LLC Defendants breached their duties under the Carmack Amendment by forging a Bill of Lading.

60. LLC By reason of the foregoing, Defendants were a receiving and/or delivering carrier and broker within the meaning of the Carmack Amendment, 49 U.S.C. §14706, and breached their duties under that statute and/or under the contract of carriage.



61. Furthermore, the Carmack Amendment holds all such carriers and owners of carriers liable, for which all individual Defendants, including Defendant Drayton are personally liable.

62. As a direct and proximate cause of all Defendants' breaches under the Carmack Amendment, Plaintiff suffered damages over \$100,000, which amount may be further determinable, and which was not the result of any contributing acts, omissions, negligence or breach of contract on the part of Plaintiff.

63. Defendants are jointly and severally liable for any and all damages for their violations of the Carmack Amendment, and the Carmack Amendment imposes strict liability for any breach.

**COUNT TWO: Disgorge Profits**

64. Plaintiff repeats each and every allegation above as though fully set forth herein.

65. The unlawful conduct of all Defendants named herein constitutes deceptive, fraudulent and wrongful conduct.

66. By virtue of their wrongful conduct, all Defendants, including GOLD STANDARD that was paid a fee, received money from Plaintiff and profited from this illegal transaction since July, 2020 and must return all such fees that rightfully belong to Plaintiff, as their unlawful conduct warrants that they disgorge all such monies, with interest thereon.

**COUNT THREE: GBL §349**

67. Plaintiff repeats each and every allegation above as though fully set forth herein.

68. Defendants, specifically Gold Standard and New Era, operate a consumer-oriented business of interstate moving and brokering such moves.

69. All Defendants, specifically Gold Standard and New Era, materially misled Plaintiff by representing that Gold Standard was not a broker and continued to materially mislead Plaintiff into believing they were a reputable company operating under Federal laws, abide by all such laws and pack and store his property pursuant to the Contract and all laws; leading Plaintiff to agree to and pay for those services that Defendants never intended to provide and actually intended to extort Plaintiff for more cash as is their custom with numerous other consumers they hold property hostage for cash ransoms and return it damaged, lost and stolen by Defendants.

70. At all times relevant hereto, Defendants knew, or were willful in not knowing, that they were false and misleading in the manner referenced above. Indeed, Defendants have an established history of deceiving consumers the same way so they can gain control of their property then hold it hostage for cash ransoms as numerous BBB and DOT complaints confirm.

71. As soon as Defendants obtained Plaintiff's property, they forged his signature on a Bill of Lading in violation of Federal Law, then held his property hostage for a cash ransom and failed to inform him that Defendant NEW ERA's DOT license was revoked and they did not maintain the requisite insurance.

72. Defendants further list false addresses belonging to other stores as their "headquarters", when they do not have a physical headquarters as required by state and federal laws, including a violation of 49 CFR sec 390.5 which mandates a "principal place of business".

73. As a direct and proximate result of Defendant's frauds, deceptions and deliberate violations of laws existing to protect consumers exactly from these frauds of Defendants, Plaintiff suffered losing his property for months, his property was released only after Plaintiff had to obtain a court order from this court and pay another \$6,000 to get a reputable and DOT licensed mover to get his property from the road-side where Defendants left it, and the bulk of the property was damaged and destroyed beyond repair. As well, he incurred expenses, costs and attorney's fees to have to appear before this court and obtain two injunctions directing Defendants to return his property.

74. Defendant's acts and practices are not unique to the parties and have a broader impact on the public.

75. These acts and practices of Defendants to deceive consumers, deliberately confuse them as to the nature of their company relationships and hold property hostage are consumer-oriented and have a broader impact on consumers at large. Plaintiff is not the only consumer Defendants defraud, bas numerous exact complaints exist online, including at the BBB and DOT websites.

#### **COUNT FOUR: GBL §350**

76. Plaintiff repeats each and every allegation above as though fully set forth herein.

77. New York's General Business Law § 350 provides, "[f]alse advertising in the conduct of any business, trade or commerce or in the furnishing of any service in this state is hereby declared unlawful."

78. Defendant New Era's website falsely advertised they are "licensed and insured" with a corporate headquarter in North Carolina and they use appropriate storage facilities (**Exhibit K**).

79. All of that is patently false. They were not licensed and insured, did not have a North Carolina headquarters and never used the appropriate storage facility as Plaintiff's property was left in an unsecure trailer parked in an unsecure New Jersey road-side lot.

80. The LLC Defendants and all individual defendants are liable for the false advertising as each and every one of them is one and the same company and involved in knowingly deceiving consumers and actively sends e-mail, phone and text demands to consumers to extort money.

81. Plaintiff relied on those false advertisements by seeing them on the web before he signed the Contract and based on them he signed it and paid for services that were false and fraudulent.

82. As a direct and proximate result of Defendant's frauds and deceptions, Plaintiff suffered damages of losing his property, his property was damaged and destroyed beyond repair and he incurred costs over \$6,000 for a properly licensed mover to get his property and legal fees and expenses of over \$30,000 to have to appear before this court and obtain two injunctions directing Defendants to return his property, only to find his property damaged beyond repair.

83. Plaintiff demands compensatory damages in the form of the greater of actual damages and/or statutory damages of \$500 per violation. In addition, pursuant to G.B.L. §350, Plaintiff seeks injunctive and declaratory relief declaring the advertising deceptive and prohibited by the statute and to enjoin further deceptive advertising.

#### **COUNT FIVE: Fraud**

84. Plaintiff repeats each and every allegation above as though fully set forth herein.

85. Defendant GOLD STANDARD appeared before this court by its counsel at the January 13 hearing and then by a January 21, 2021 Verified Answer, filed at Docket 19, claiming it is only a broker and Plaintiff has no recourse against them; however its employee and agent Defendant RYAN affirmed to Plaintiff that GOLD STANDARD is not a broker, NEW ERA is their subsidiary and RYAN sent an Estimate with New Era's logo on it from Ryan's email address at GOLD STANDARD and with Ryan's name listed as NEW ERA's "logistic's manager" and "Customer Rep" to induce Plaintiff to believe they were the same company and not a broker.

86. All of the above were (a) a "material, false representation," (b) made with the intent to defraud, (c) that was reasonably relied on by the plaintiff, (4) thereby causing him damage as Plaintiff made clear to RYAN that he did not want a broker.

87. Plaintiff was damaged because he lost over \$9,000 he paid to NEW ERA that GOLD STANDARD claimed was their company, he lost over \$6,000 more for a reputable company to get his goods, he lost some \$30,000 in property damage from the disreputable NEW ERA and he lost tens of thousands in legal fees and costs to stop NEW ERA's extortion for cash or lose his treasured household goods.

88. All of this would have never happened if GOLD STANDARD and RYAN did not defraud Plaintiff into believing they were responsible for the move, which now they claim in their Answer to the original complaint that they have no liability for their actions and Plaintiff has no recourse.

**COUNT SIX: Breach of Contract**

89. Plaintiff repeats each and every allegation above as though fully set forth herein.
90. Plaintiff entered into a binding Contract with Defendants, paid monetary consideration and Defendants took his property pursuant to its terms.
91. Defendants materially breached the Contract by leaving Plaintiff's property in a trailer by the side of a road in New Jersey for months, which was not a state the property was to be left at, without any climate control, not properly packed, destroyed with mold and held his property hostage for months unless he paid "cash" that was not due Defendants.
92. As a direct and proximate result of the breach of contract, Plaintiff has been damaged in the amount to be ascertained, but believed to be not less than \$100,000.00.

**COUNT SEVEN: Negligence**

93. Plaintiff repeats each and every allegation above as though fully set forth herein.
94. All Defendants, including NEW ERA and GOLD STANDARD, were under an absolute and non-delegable duty to exercise ordinary due and reasonable care in the packing, loading, securing, transportation, possession, storage and handling of the Plaintiff's property so as to avoid damage and destruction thereto.
95. Defendants breached their duty to exercise reasonable care, which breach solely, directly and proximately resulted in the damage to and the destruction of the Plaintiff's property.
96. As a proximate result of their negligence and lack of care by all Defendants, including NEW ERA and GOLD STANDARD and their principals, agents, servants and employees, and without any contribution thereto by Plaintiff, Plaintiff's property was damaged and destroyed in an amount of not less than \$ 100,000.00.

**COUNT EIGHT: Fraud**

97. Plaintiff repeats each and every allegation above as though fully set forth herein.
98. From July 17 through July 30, 2020, Defendant GOLD STANDARD, acting through Defendant RYAN, falsely, fraudulently and repeatedly misrepresented its status to the Plaintiff as an interstate mover and then appeared before this court in January, 2021 claiming they are not a mover.

99. In furtherance of the fraud, during those dates, Defendant RYAN sent contracts with NEW ERA's logo and listed himself as their "customer rep" and "logistics manager".
100. At the time that said representations were made, Defendants GOLD STANDARD and RYAN knew that the statements were false, fraudulent, untrue and misleading, yet willfully, consciously and deliberately made such misrepresentations with the express intent that the Plaintiff rely upon them.
101. In fact, Plaintiff did rely upon the repeated misrepresentations in believing he was dealing with an interstate mover, not a broker who would disclaim liability-all to his detriment as Plaintiff specifically stated he did not want to deal with a broker, thereby sustaining substantial damages as GOLD STANDARD now disclaims any liability under the guise of a broker.
102. Wholly, solely and completely by reason of the foregoing affirmative and deliberate misconduct engaged in by the Defendants GOLD STANDARD and RYAN, the Plaintiff has been damaged in the amount of \$250,000.00.

**COUNT NINE: Fraudulent Bill of Lading**

103. Plaintiff repeats each and every allegation above as though fully set forth herein.
104. On August 2, 2020, Plaintiff's household goods and furnishings were taken by the LLC Defendants and GALCZYNSKI.
105. At that time, Defendants refused to supply Plaintiff with a completed Bill of Lading in clear violation of the mandatory terms and conditions of 49 CFR Section 1035.
106. Thereafter, on or about December 10, 2020, Defendant SAMMI, acting on behalf of the LLC Defendants sent Plaintiff a photograph of a purported Bill of Lading, dated July 31, 2020, for Plaintiff's goods that were not loaded and taken until August 2, 2020.
107. The fraudulent Bill of Lading reflects trailer contents claimed as 4,200 cubic feet.
108. According to Wabash National, the manufacturer of the trailer herein, the maximum interior volume of said trailer #9001 bearing VIN 1JJV532D9EL803329 is 3,270 cubic feet.
109. The fraudulent Bill of Lading had the incorrect name of "Jerry Spinner" as the shipper and forged Plaintiff's signature on it.
110. All Defendants and each of them have willfully, consciously and deliberately engaged in conduct that is fraudulent, unlawful and criminal by preparing and disseminating a forged Bill of Lading that also deliberately, falsely and impossibly overstates the actual cubic foot volume of the Plaintiff's household goods and furnishings.

111. All Defendants and each of them intended for Plaintiff to rely upon the false and fraudulent statements in the Bill of Lading in order to extract monies to which they were not entitled.

112. By reason of the foregoing, the Plaintiff has been damaged in an amount not less than \$ 250,000.00.

**Permanent Injunction and Declaratory Relief**

113. Plaintiff repeats each and every allegation above as though fully set forth herein.

114. USCS Fed Rules Civ Proc R 65 grants district courts the power to grant injunctions, which in turn can be permanent, and declaratory relief is also permitted.

115. Plaintiff and the consuming public suffer irreparable injury in the absence of an injunction and declaration that the LLC Defendants, including GOLD STANDARD and NEW ERA, are the same company and violated numerous DOT and Federal laws, and state laws by using false addresses, switching names and LLC's, forging documents as the Bill of Lading here and deliberately confusing the public as to who is a broker or carrier.

116. Remedies at law, such as monetary damages, are inadequate to compensate for the injury because Defendant's misconduct leads to the loss of irreplaceable antiques and heirlooms that are not precisely quantifiable for Plaintiff and consumers.

117. The balance of hardships tips in Plaintiff's and all consumers favor as undoubtedly no one can put a price on family heirlooms and antiques handed down from generations, and once damaged, lost or stolen because of the frauds perpetrated by Defendants, as in this case, they can never be replaced.

118. The public interest would not be disserved by the issuance of a permanent injunction mandating Defendants disclose their true identities and protect property as, indeed, the public interest would be served to rid the nuisance that these Defendants create as their established history shows they hold consumers' household goods for hostage for their own selfish and pecuniary gain at the expense of innocent citizens who just want their household goods transported to their new homes without becoming victims to Defendants' extortion.

119. Furthermore, Defendant GOLD STANDARD cannot escape liability as they take money from these transaction and they and NEW ERA are one and the same entity owned by Defendant MARGARET DRAYTON. Thus, a declaration and injunction about these companies and DRAYTON's involvement is needed to protect the public from this shell game used to hold property hostage.

120. Also, the public has an interest in not being deceived by the likes of these Defendants who steal people's properties under the guise of a government issued DOT license that does not exist, while GOLD STANDARD uses a DOT license to aid and abet NEW ERA's illegal conduct.

121. Defendants' activities as alleged herein warrant declaratory relief and a permanent injunction from their false and fraudulent activities in violation of state and federal law.

**DAMAGES**

*WHEREFORE*, Plaintiff Jeffrey Spinner demands judgment against all Defendants, jointly and severally, on each Cause of Action above, awarding:

- (a) Actual, compensatory and equitable damages in an amount no less than \$100,000 and attorney fees and costs of this action;
- (b) A refund of all monies Plaintiff paid to Defendants, plus interest;
- (c) Preliminarily and permanently enjoining Defendants, and all persons in active concert or participation with them, including its officers, agents, servants, employees, and attorneys, from moving, transporting or selling consumer property and household goods by not disclosing that the companies are the same and owned by Margaret Drayton;
- (e) That the aforesaid conduct of Defendants be adjudged and declared to have been in violation of 49 CFR 1035 and GBL 349 and 350 and that judgment be entered for Plaintiff against Defendants for threefold the amount of damages sustained by Plaintiff, together with the costs of this action, including reasonable attorneys' fees;
- (f) Punitive damages because, among other things, Defendants acted wilfully or wantonly in failing to complete the delivery of the goods, they have a history of holding hostage consumer household goods unless they pay more cash and have deliberately concealed from Plaintiff and the public the fact that the DOT has not authorized them to conduct business since December 16, 2020 yet they have been conducting business and operating their trucks to this date as informed by other victims as recently as February 22, 2021;
- (f) Prejudgment interest at the rate of 9% *per annum*; and
- (g) Awarding such other and further relief as the Court deems just and proper.

**TRIAL BY JURY IS DEMANDED**

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff hereby demands a jury trial on all triable issues raised by this Complaint.

Dated: February 28, 2021

**LAW OFFICES OF SUSAN CHANA LASK**  
/s Susan Chana Lask

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**Susan Chana Lask, Esq.**  
*Attorneys to Plaintiff Jeffrey Spinner*  
**244 Fifth Avenue, Suite 2369**  
**New York, NY 10001**  
**917-300-1958**  
**scl@appellate-brief.com**

**Verification of Plaintiff**

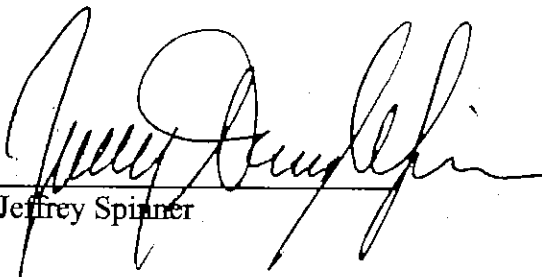
I, Jeffrey Spinner, declare as follows:

1. I am the Plaintiff in the present case, over the age of 18 years old, a citizen of the United States of America, and a resident and citizen of the State of New York.

2. I am the owner of the household goods and property at issue in the complaint and the shipper of the goods pursuant to the Contract. I have personal knowledge of the facts set out in the foregoing *First Amended Verified Complaint*, and if called on to testify I would competently testify as to the matters stated therein.

3. Under 28 U.S.C. §1746, I verify under penalty of perjury under the laws of the United States of America that the factual statements in this *First Amended Verified Complaint* are true and correct.

Dated: February 28, 2021

  
Jeffrey Spinner



# Exhibit A



J. Arlen Spinner &lt;retjcc@gmail.com&gt;

## Fwd: Your Final Bid

1 message

Jeffrey Arlen Spinner <sudya59@gmail.com>  
 To: "J. Arlen Spinner" <retjcc@gmail.com>

Thu, Aug 6, 2020 at 12:38 PM

—— Forwarded message ——  
 From: Ryan F <ryanf@goldstandardrelocation.com>  
 Date: Fri, Jul 17, 2020, 13:42  
 Subject: Your Final Bid  
 To: Jeffrey Arlen Spinner <sudya59@gmail.com>

## NEW ERA

## Binding Moving Estimate

Reference No: RR3367211

New Era Relocation  
 111 N 3rd Street  
 Smithfield NC 27577  
 US DOT: 3371822 MC: 1081104

Customer Rep: Ryan  
 Phone:  
 Direct: 904-364-0156  
 Fax: 941-296-7495  
 Email: ryanf@goldstandardrelocation.com  
 Web: http://newerarelo.com/

## Moving From

## Moving To

Jeffrey Spinner  
 1612 Jekyll Lane  
 House / Ground  
 Waxhaw, NC 28173  
 Phone: 203-298-2929  
 sudya59@gmail.com

Michael Hughes  
 Storage  
 Storage  
 Setauket, NY 11733

## Relocation Details

## Relocation Estimate

Job No:	RR3367211	Total Tariff	\$15790.00
Estimate Date:	07/17/2020	Tariff Discount: 41.48%	-\$6550.00
Representative:	Ryan	Basic Estimate Price	\$9240.00
Move Type: Residential	Long Distance, 687 miles	Fuel Surcharge: 9.00 %	\$831.60
Estimated Volume:	2800 cf. (19600 lbs)	Platinum Pack @1.00 Per Cubic Feet	\$2800.00
Estimated Rate:	\$3.30 per cf	Bulky Item Fee For Grandfather Clock	\$200.00
Move Day:	Friday/Tuesday	30 Days Of Free Storage And Free Re-Delivery	\$0.01
Requested Move Date:	07/24/2020-	Priority Route Discount-Senior Citizen	-\$1100.00

07/28/2020		Discount-General Manager Discount	
Reference By:	TRUCK	Basic Valuation Protection:	\$0.00
Created on:	07/16/2020	\$0.60 per lbs. per article	
		Total Moving Estimate	\$11971.61
		Customer Payment:	\$2971.61

Full Value Protection Amount of Liability: \$117,600.00 (Optional)						
Deductible Levels:	\$0	\$250	\$500	\$750	\$1000	\$1500
Valuation Charge:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Estimate Plus Valuation Charge:	\$11971.61	\$11971.61	\$11971.61	\$11971.61	\$11971.61	\$11971.61
Customer's Initials:	X	X	X	X	X	X

**WARNING:** If a moving company loses or damages your goods, there are 2 different standards for the company's liability based on the types of rates you pay. **BY FEDERAL LAW, THIS FORM MUST CONTAIN A FILLED-IN ESTIMATE OF THE COST OF A MOVE FOR WHICH THE MOVING COMPANY IS LIABLE FOR THE FULL (REPLACEMENT) VALUE OF YOUR GOODS** in the event of loss of, or damage to, the goods. This form may also contain an estimate of the cost of a move in which the moving company is liable for **FAR LESS** than the replacement value of your goods, typically at a lower cost to you. You will select the liability level later, on the bill of lading (contract) for your move. Before selecting a liability level, please read Your Rights and Responsibilities When You Move, and Ready to Move Brochure provided by the moving company, and seek further information at the government website [www.protectyourmove.gov](http://www.protectyourmove.gov)

### Understanding Your Estimate

Customer would like the truck to come in and pack between Friday July 24th Through July 29, he HAS to be out by the 30th. That is his main concern that they can come in and get everything packed up and loaded and be out by the 30th. The Earlier the better please.

This is a binding estimate based on the information that you have provided. New Era Relocation guarantees this price based on your inventory list and services requested. If there are any additional / misrepresented inventory items or additional services requested at the time of pick-up, your price will be adjusted (Based on the company's tariff, applies to additional items / services only). Please note that changes to the inventory list and/or move date can be made up until 3 business days prior to the original move date.

### FULL SERVICE RELOCATION INCLUDES:

- Professional Door to Door service.
- Loading and unloading of all items.
- Disassembly, reassembly and placement of all furniture upon delivery.
- Fully quilted padding & wrapping of all furniture (A full / partial packing service is also available, upon request).
- Cargo Insurance coverage \$0.60 cents per lbs per article (0.00% deductible).
- Taxes & tolls.
- Fuel surcharges, mileage and transportation fees.

- Transportation with late model air-ride suspension trucks.
- 30 days of FREE climate controlled storage in our secured storage facility.

#### FULL SERVICE RELOCATION DOES NOT INCLUDE:

- First flight of stairs is free, each additional flight is \$75.00. (A flight is up to 12 steps).
- Long carry - first 75 feet are free, each additional 75 feet will be charged \$75.00.
- Shuttle service - \$1.00 per cube \$350 minimum charge. if a semi-trailer cannot get reasonably close to a building or a house for unloading, a shuttle truck will be used at a rate determined based on the truck size and destination city.
- Packing and crating services not listed within this estimate.
- Packing supplies not listed within this estimate.
- Extra storage - any additional month will be charged \$0.50 - \$0.75 per CF.

#### PAYMENT METHODS:

- 70% of remaining balance upon pick-up with: personal check (unless it's a direct delivery), cashier's check, money order, or cash.
- 30% of remaining balance upon delivery prior to unloading by cash or postal money order only.
- By providing charge information for a deposit, it is implied the client agrees to the terms and conditions of the binding estimate.
- By agreeing to this binding estimate, the client waives the right to an on sight estimate.

#### SAFETY REGULATIONS AND PRECAUTIONS:

- Unless noted differently on the order for service, all customers are responsible for packing their own boxes and any fragile items they are transporting (glass, mirrors, marble, electronics, etc.) appropriately.
- For health and sanitary reasons, all mattresses, box springs and futon pads must be properly protected in either a mattress box or a plastic cover
- By law, personal effects in plastic bags are not allowed on the truck. No live plants / animals

#### DELIVERY WINDOWS:

- All Long Distance delivery services are made on a fluctuating basis, with an arrival time ranging between 1 to 21 business days from your first date of availability (The 1st date which you provided to your movers when you would be available to accept Delivery). From that date, we will be in the process of actively planning your delivery.
- Average delivery times are: 1-10 business days within the same coast, 3-14 business days East coast – Midwest and 7-21 business days for cross country (coast to coast) or remote location deliveries.
- You will be contacted by our dispatch department between 72 to 24 hours prior to your pick-up date, to confirm their time of arrival. The driver will be contacting you 12-24 hours in advance of his arrival
- The charge for storage handling is \$0.75 per cubic foot per storage entry, the charge for storage rent is \$0.50 - \$0.75 per cubic foot per month. All estimated time of arrivals are subject to change depending on many industry factors such as traffic, weather conditions, unforeseen mechanical problems or unexpected delays with prior deliveries scheduled before you. Note: We will not discount any account due to any delays listed above. Our company will keep the customer informed verbally with a new / revised ETA (Estimated Time of Arrival) depending on company schedule.

#### ADDITIONAL INSURANCE:

New Era Relocation LLC does not provide full value protection, any additional Insurance can be provided through a fully licensed third party insurance company up until 3 business days prior to the original move date

Read about your Rights & Responsibilities when you move.  
Read about Ready to Move when you move.

#### TERMS AND CONDITIONS:

1. THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS CONTAINED HEREIN, REPRESENTS THE ENTIRE-UNDERSTANDING AND AGREEMENT BETWEEN NEW ERA RELOCATION LLC, (HEREAFTER NEW ERA RELOCATION) AND CUSTOMER WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL OTHER NEGOTIATIONS, UNDERSTANDINGS AND REPRESENTATIONS (IF ANY) MADE BY AND BETWEEN SUCH PARTIES, INCLUDING ANY REPRESENTATIONS MADE BY ANY ESTIMATOR. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF ANY ESTIMATE AND THE BILL OF LADING, THE TERMS OF THE BILL OF LADING SHALL CONTROL. THIS AGREEMENT MAY NOT BE AMENDED, SUPPLEMENTED OR WAIVED ORALLY, BUT ONLY IN WRITING,

SIGNED BY BOTH NEW ERA RELOCATION LLC. AND CUSTOMER AND MAKING SPECIFIC REFERENCE TO THIS AGREEMENT.

2.CUSTOMER MAY NOT ASSIGN ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF NEW ERA RELOCATION LLC.

3.NOTHING IN THIS AGREEMENT, WHETHER EXPRESSED OR IMPLIED, IS INTENDED TO CONFER ANY RIGHTS OR REMEDIES ON ANY PERSON OTHER THAN THE PARTIES HERETO AND THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS AND PERMITTED ASSIGNS, NOR IS ANYTHING IN THIS AGREEMENT INTENDED TO RELIEVE OR DISCHARGE THE OBLIGATION OR LIABILITY OF ANY THIRD PERSON TO ANY PARTY TO THIS AGREEMENT, NOR SHALL ANY PROVISION GIVE ANY THIRD PERSON ANY RIGHT OF SUBJUGATION OR ACTION OVER OR AGAINST ANY PARTY TO THIS AGREEMENT.

4.CUSTOMER WILL BE SUBJECT TO ALL APPLICABLE LAWS AND THE GENERAL TERMS AND CONDITIONS OF THE CARRIER, WHICH SHALL INCLUDE WITHOUT LIMITATION, A REQUIREMENT THAT PAYMENT IN FULL OF ALL CHARGES IS DUE BEFORE UNLOADING OF THE GOODS IN ACCORDANCE WITH THE CARRIER'S LAWFUL LIEN ON THE PROPERTY.

5.AS THE CUSTOMER, I AGREE TO PAY THE TOTAL CHARGES FOR THE MOVING COORDINATOR SERVICES TO BE PROVIDED BY NEW ERA RELOCATION LLC IN THE FORM OF THE MOVING DEPOSIT (UP TO 30% OF TOTAL MOVING COSTS AND THAT THE PAYMENT MAY SHOW UP ON THE CUSTOMERS STATEMENT AS RELOCATE US). I UNDERSTAND AND AGREE THAT MY PAYMENT/FEE REPRESENTS ONLY A PORTION OF MY TOTAL ESTIMATED SERVICE CHARGES, FOR SCHEDULING AND ROUTING PURPOSES. MY PAYMENT/FEE IS NON REFUNDABLE AFTER PLACING THE RESERVATION FOR SCHEDULING PURPOSES. ALL REQUESTS TO CHANGE MY PICK UP DATE, OR PLACE THE MOVE ON HOLD, MUST BE MADE AT LEAST 5 BUSINESS DAYS (SATURDAY, SUNDAYS AND HOLIDAYS EXCEPTED) PRIOR TO THE PACK OR LOAD DATE (WHICHEVER APPLIES) LISTED ABOVE. I AM ONLY ENTITLED TO RECEIVE A CREDIT OF MY PAYMENT FOR A FUTURE INTERSTATE MOVE WHICH I MUST USE WITHIN A 12 MONTH PERIOD FROM THE DATE OF MY ORIGINAL RESERVATION. ALL PAYMENTS WILL SHOW ON YOUR BILLING CYCLE UNDER NEW ERA RELOCATION LLC. BY SIGNING THIS CONTRACT, I ACKNOWLEDGE THAT I WILL NOT FOR ANY REASON DISPUTE ANY CREDIT CARD PAYMENTS MADE AS PART OF THE MOVING DEPOSIT.

6.IF ELECTING TO CANCEL YOUR MOVE WITH NEW ERA RELOCATION LLC., I UNDERSTAND THAT PAYMENTS ARE COLLECTED IN INSTALLMENTS FOR EACH PORTION OF SERVICE RENDERED, WITH MY FINAL PAYMENT DUE AT DELIVERY. I UNDERSTAND THAT ANY PAYMENTS MADE TO NEW ERA RELOCATION LLC. ARE SUBJECTED TO THE CANCELLATION POLICY HEREIN DESCRIBED. I UNDERSTAND AND ACCEPT THAT I HAVE 72 HOURS FROM THE DATE AND TIME THIS RESERVATION IS PLACED TO CANCEL THIS SHIPMENT IN RETURN FOR A FULL REFUND, AND I UNDERSTAND THIS CANCELLATION MUST BE MADE IN WRITING BY EMAIL AS DESCRIBED BELOW. I UNDERSTAND AND AGREE THAT IF I CANCEL THIS SHIPMENT BEYOND 72 HOURS OF THIS RESERVATION BOOKING, PRIOR PAYMENTS COLLECTED WILL NOT BE REFUNDED. LAST-MINUTE SHIPMENTS BOOKED/RESERVED WITHIN 7 BUSINESS DAYS OF THE SCHEDULED LOADING DATE ARE CONSIDERED NONREFUNDABLE, IF A LAST-MINUTE SHIPMENT IS

CANCELLED NO REFUND OR CREDIT WILL BE ISSUED. MY SIGNATURE BELOW CONFIRMS THAT I HAVE RECEIVED AND AGREED TO THIS PROPER DISCLOSURE AND I UNDERSTAND THE TERMS AND CONDITIONS PRESENTED. THIS IS A BINDING LEGAL AGREEMENT FOR SERVICE, AND I UNDERSTAND THAT IN ORDER TO CANCEL THIS SERVICE I MUST DO SO IN WRITING TO INFO@NEWERARELOLLC.COM. CANCELLATIONS MUST BE MADE IN WRITING BY EMAIL AS DESCRIBED, VERBAL CANCELLATIONS ARE NOT ACCEPTED.

7.CUSTOMER HAS ELECTED A "BINDING TO NOT EXCEED" PRICE, THE TOTAL COST WILL NOT EXCEED THE ESTIMATED AMOUNT; PROVIDED, HOWEVER THAT CUSTOMER PROVIDES NEW ERA RELOCATION LLC.. WITH AN ACCURATE DESCRIPTION OF THE ITEMS TO BE MOVED AND THE SERVICES TO BE PERFORMED. CUSTOMER HAS REQUESTED TO HAVE AN ESTIMATE PROVIDED FOR HIS/HER HOUSEHOLD GOODS RELOCATION, IN ACCORDANCE WITH 49 CFR 371.113(C)(1), CUSTOMER AGREES TO WAIVE A PHYSICAL SURVEY OF THE HOUSEHOLD GOODS, AND ALTERNATIVELY AGREES TO RECEIVE A BINDING TO NOT EXCEED ESTIMATE BASED UPON THE SHIPPER PROVIDED ITEM LIST OF PROPERTY TO BE TRANSPORTED. IF ANY ADDITIONAL PIECES, PACKING SERVICES, CUBIC FEET, VOLUME, WEIGHT OR LABOR SERVICES ARE ADDED AT THE ORIGIN OR DESTINATION TO THOSE QUOTED, THE CUSTOMER SHALL BE CHARGED FOR THESE SERVICES AT THE GOVERNING TARIFF RATES. CUSTOMER UNDERSTANDS THAT NEW ERA RELOCATION LLC. HAS A 2000 LBS MINIMUM ON ALL SHIPMENTS. ANY SHIPMENT BELOW 2000 LBS. WILL BE CHARGED AT THE 2000 LBS RATE. THE PRICE INCLUDES ALL FUEL SURCHARGES, TOLLS, LOAD AND UNLOAD, BASIC DISASSEMBLY AND REASSEMBLY OF STANDARD FURNITURE ITEMS, UP TO 75 FEET OF LONG CARRY AT ORIGIN AND DESTINATION AND 1 FLIGHTS OF STAIRS. ELABORATE FURNITURE ITEMS THAT NEED TO BE DISASSEMBLED AND/OR REASSEMBLED MAY REQUIRE 3RD PARTY SERVICING OR ADDITIONAL LABOR AND SHOULD BE DISCLOSED TO YOUR ESTIMATOR AND INCLUDED IN YOUR ESTIMATE. DISCONNECTING AND/OR RECONNECTING OF APPLIANCES IS NOT INCLUDED IN THE PRICE. REASSEMBLY IS SUBJECT TO THE AVAILABILITY OF TOOLS AND/OR ALL PARTIES BEING AVAILABLE. THE PACKING AND UNPACKING OF BOXES IS ONLY INCLUDED IN THE PRICE IF IT IS ITEMIZED IN THE PACKING AND UNPACKING SECTION OF YOUR ESTIMATE; ALL MATERIALS/LABOR FOR UNDISCLOSED ITEMS WILL BE EXTRA.

8.ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT, WHETHER SO EXPRESSED OR NOT, SHALL BE BINDING UPON, INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY THE PARTIES AND THEIR RESPECTIVE ADMINISTRATORS, EXECUTORS, LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND PERMITTED ASSIGNS.

9.CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS NEW ERA RELOCATION LLC, AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, SUITS, LIABILITIES, PROCEEDINGS, PENALTIES, FINES, COSTS, AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEY'S FEES) RELATING DIRECTLY OR INDIRECTLY FROM ANY BREACH OF THIS AGREEMENT BY CUSTOMER.

10.IT IS AGREED BY THE PARTIES AS MANDATORY THAT THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW. ANY DISPUTE ARISING OUT

OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS OR RECORD OF THE STATE OF CALIFORNIA. IF ANY PARTY DOES NOT HAVE A REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS IN CALIFORNIA OR IS NOT OTHERWISE SUBJECT TO SERVICE AFTER REASONABLE ATTEMPTS, THEN SUCH PARTY AGREES TO ACCEPT SERVICE OF PROCESS BY U.S. MAIL.

11. IN THE EVENT OF ANY CONTROVERSY ARISING UNDER OR RELATING TO THE INTERPRETATION OR IMPLEMENTATION OF THIS AGREEMENT OR ANY BREACH THEREOF, NEW ERA RELOCATION LLC. SHALL BE ENTITLED TO RECOVER ALL OF ITS COURT COSTS, COLLECTION FEES, EXPENSES AND REASONABLE ATTORNEY'S FEES (INCLUDING, WITHOUT LIMITATION, ALL PRE-TRIAL, TRIAL AND APPELLATE PROCEEDINGS), IN ADDITION TO ANY OTHER RELIED TO WHICH IT MAY BE ENTITLED. IN THE EVENT THAT NEW ERA RELOCATION LLC. PURSUES THE COLLECTION OF ANY AMOUNTS DUE TO IT UNDER THIS AGREEMENT, NEW ERA RELOCATION LLC. MAY RECOVER THE FULL TARIFF RATE ON ALL GOODS AND SERVICES PROVIDED, IN ADDITION TO ALL OTHER REMEDIES AVAILABLE TO IT AT LAW AND IN EQUITY.

12. MOTOR CARRIER NEUTRAL ARBITRATION PROGRAM: THE MOTOR CARRIER'S NEUTRAL ARBITRATION PROGRAM HAS BEEN DESIGNED TO GIVE NEITHER PARTY ANY SPECIAL ADVANTAGE. IF A DISPUTE ARISES BETWEEN THE CARRIER AND THE SHIPPER ARBITRATION MAY BE A MUTUALLY BENEFICIAL ALTERNATIVE TO HELP RESOLVE THE DISPUTE. SECTION 49 U.S.C. SECTIONS 375.211 PROVIDES THAT A MOVER MUST HAVE A PROGRAM IN PLACE TO PROVIDE SHIPPERS WITH AN ARBITRATION ALTERNATIVE. ARBITRATION IS OPTIONAL AND NOT REQUIRED UNDER FEDERAL LAW. SUMMARY OF THE ARBITRATION PROCESS: ARBITRATION IS AN ALTERNATIVE TO COURTROOM LITIGATION. IT PROVIDES EACH PARTY TO THE DISPUTE TO PRESENT THEIR CASES AND ALLOWS A NEUTRAL THIRD PARTY ARBITRATOR TO MAKE DECISIONS AS TO THE MERIT OF EACH SIDE'S CASE. ARBITRATION SUBJECT TO THIS AGREEMENT SHALL BE CONDUCTED VIA WRITTEN SUBMISSION AND, SUBJECT TO THE ARBITRATOR'S DISCRETION, THROUGH TELEPHONIC APPEARANCE. AFTER THE INITIAL FILING FEES HAVE BEEN PAID AND THE ARBITRATOR SELECTED, THE INITIATING PARTY OR (CLAIMANT) MUST SUBMIT A WRITTEN BRIEF SUMMARIZING THEIR LEGAL POSITION AND FACTUAL CLAIMS. ALL SUPPORTING DOCUMENTATION MUST BE INCLUDED WITH THE INITIAL ARBITRATION BRIEF. COPIES OF ALL DOCUMENTS MUST BE SUBMITTED TO ALL PARTIES INVOLVED IN THE ARBITRATION. UPON RECEIPT OF THE CLAIMANT'S ARBITRATION BRIEF AND SUPPORTING DOCUMENTS, THE RESPONDING PARTY OR (RESPONDENT) WILL HAVE 30 DAYS TO FILE THEIR RESPONSIVE ARBITRATION BRIEF AND SUPPORTING DOCUMENTATION. FURTHER DEADLINES AND TIME TABLES ARE SUBJECT TO THE ARBITRATORS DISCRETION. LEGAL EFFECTS; IF THE ARBITRATION ALTERNATIVE IS CHOSEN, THEN ANY DECISION MADE BY THE ARBITRATOR MAY BE BINDING. ADDITIONALLY, AN ARBITRATION DECISION MAY NOT BE APPEALED IN A COURT OF LAW. ALL PARTIES AGREE THAT THE ARBITRATORS DECISION WILL BE BASED EXCLUSIVELY ON THE GOVERNING UNITED STATES FEDERAL LAW WITHOUT REGARD TO CONFLICTING STATE LAWS OR REGULATIONS. APPLICABLE COSTS EACH PARTY IS RESPONSIBLE FOR THEIR OWN COST ASSOCIATED WITH ARBITRATION. A BENEFIT TO THE ARBITRATION ALTERNATIVE MAY BE THAT IT IS LESS EXPENSIVE THAN TRADITIONAL LITIGATION. EACH PARTY IS RESPONSIBLE FOR 50% OF THE COST ASSOCIATED WITH SECURING THE ARBITRATOR AND



100% OF THEIR OWN EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES.

13. UPON BOOKING, UP TO 30-50% PAYMENT FEE IS REQUIRED TO BE PAID BY CREDIT CARD (VISA, MASTERCARD, DISCOVER) (THIS PAYMENT MAY SHOW UP ON THE CUSTOMER'S STATEMENT AS RELOCATE US) OR BANK WIRE AND OR DIRECT PAYMENT INTO COMPANY ACCOUNT. UPON PICKUP CARRIER MAY COLLECT UP TO 50-70%. PAYMENT WILL BE DUE IN THE FORM OF CASH OR POSTAL MONEY ORDER. THE REMAINING BALANCE MUST BE PAID IN FULL UPON DELIVERY BY CASH OR POSTAL MONEY ORDER. THE CARRIER RESERVES THE RIGHT TO COLLECT UP TO 70% OF BALANCE DUE PRIOR TO THE GOODS LEAVING THE ORIGIN STATE. SUBJECT TO FEDERAL LAW, PAYMENT IN FULL OF ALL CHARGES IS REQUIRED BEFORE DELIVERY AND PRIOR TO UNLOADING.

14. THE CUSTOMER UNDERSTANDS AND AGREES THAT SHOULD THE CUSTOMER FAIL TO EXECUTE OR RETURN THIS AGREEMENT, BY ALLOWING A CARRIER, OR A LICENSED CARRIER DESIGNATED BY NEW ERA RELOCATION LLC. TO PICK UP THE CUSTOMER'S BELONGINGS, THE CUSTOMER EXPRESSLY AGREES AND CONSENTS TO THE TERMS CONTAINED IN THIS AGREEMENT.

15. CUSTOMER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE GOODS AND SERVICES OBTAINED HERE-UNDER, THE MOVE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTIONS OF NEW ERA RELOCATION LLC. OR THE MOVER. CUSTOMER ACKNOWLEDGES THAT THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT TO NEW ERA RELOCATION LLC. TO ENTER INTO THIS AGREEMENT.

16. NEW ERA RELOCATION LLC. REQUIRES THAT THE CUSTOMER MUST FIRST ATTEMPT, TO RESOLVE ALL DISPUTES IN WRITING, DIRECTLY WITH NEW ERA RELOCATION LLC. PRIOR TO INITIALIZING A DISPUTE/REVERSAL WITH THEIR ISSUING CREDIT CARD PROVIDER. THE CUSTOMER MUST PROVIDE WRITTEN DESCRIPTION EVIDENCING ANY AND ALL BREACHES OF THE CONTRACT BY E-MAIL TO NEW ERA RELOCATION LLC. AT [INFO@NEWERARELOLLC.COM](mailto:INFO@NEWERARELOLLC.COM) THE CUSTOMER AGREES THAT FAILURE TO PROVIDE WRITTEN DOCUMENTATION CLAIMING THAT THE TERMS AND CONDITIONS WERE NOT ADHERED TO BY NEW ERA RELOCATION LLC., FORFEITS THE RIGHT TO DISPUTE THIS CLAIM WITH THEIR ISSUING CARD PROVIDER.

17. AS THE CUSTOMER, I AGREE THAT ANY REFUSAL OR DENIAL OF SERVICE, EITHER VERBALLY IN PERSON OR OVER THE PHONE, WILL BE TREATED AS A LATE CANCELLATION MADE OUTSIDE OF THE CANCELLATION WINDOW. I UNDERSTAND THAT NO REFUND WILL BE ISSUED IF I REFUSE OR DENY SERVICE ON THE DAY OF PICK UP. IF I CLAIM THAT SERVICE WAS NOT RENDERED I MUST PROVIDE NOTICE OF ANY SERVICE FAILURE MADE BY NEW ERA RELOCATION LLC., IN WRITING TO [INFO@NEWERARELOLLC.COM](mailto:INFO@NEWERARELOLLC.COM)

18. IN SIGNING THIS AGREEMENT, I THE CUSTOMER, AGREE THAT; NEW ERA RELOCATION LLC., HAS PROVIDED A DATED COPY OF THE ESTIMATE AND [INFO@NEWERARELOLLC.COM](mailto:INFO@NEWERARELOLLC.COM) CHARGES AT THE TIME I SIGNED THE AGREEMENT. NEW ERA RELOCATION LLC. HAS PROVIDED ME WITH NOTIFICATION OF THE METHODS OF PAYMENT REQUIRED TO PAY THE MOTOR

**CARRIER FOR BALANCES DUE. ALL COSTS AND CHARGES ARE CLEARLY INDICATED ON THIS ESTIMATE, AND THE CHARGES REPRESENTED ON THIS ESTIMATED ARE ONLY FOR THE SERVICES AND INVENTORY SPECIFICALLY INDICATED ON THIS**

### Articles List 80 Items, 248 Pieces

Qty	Items	Qty	Items	Qty	Items
2	BAR, STOOL	1	COMPUTER DESK	8	PLASTIC BIN, MED.
1	BED, DOUBLE (WITH MATTRESSES)	2	CORNER TABLES	7	PLASTIC BIN, SM.
1	BED, KING (WITH MATTRESS)	1	DESK, DOUBLE	5	PLASTIC SHELVING UNIT
2	BED, QUEEN (WITH MATTRESS)	1	DESK, HUTCH	1	PLASTIC STORAGE DRAWERS
1	BED, TWIN (WITH MATTRESS)	2	DESK, REGULAR	1	RECLINER
1	BENCH, LARGE	4	DINING CHAIR	1	ROLLING CART
1	BENCH, LARGE	1	DINING TABLE	1	SECRETARY DESK, ANTIQUE
2	BLACK & TAN CHEST	1	DRESSER, DOUBLE	1	SERVER
1	BLACK STORAGE CUBBY UNIT	4	DRESSER, SINGLE	2	SLEDS, SKIS
2	BOOKCASE 6X3	1	DRESSER, TRIPLE	1	SMALL TABLE
1	BOOKCASE MED	1	DRYER	1	SOFA TABLE
1	BOOKCASE, SM.	1	FUTON	1	SOFA, 2 LOVE SEAT
11	BOX, BOOK/SMALL	1	GLOBE	2	SOFA, 3 SEAT/BED
13	BOX, CHINA/DISH	1	HAMPER	1	SOFA, SECTIONAL-2 PIECE
21	BOX, LARGE PBO	8	LAMP, FLOOR (PBO)	1	STEREO CONSOLE
31	BOX, MED. PBO	2	LAMP, TABLE (PBO)	1	T.V. FLAT SCREEN- 33-80
13	BOX, SMALL PBO	1	METAL SHELVES	1	TABLE
10	BOX, STAND-UP WARDROBE MEDIUM	1	MICROWAVE, STANDARD	1	TABLE, COFFEE
1	BUTLER TABLE	1	MIRROR, LG.	8	TABLE, END
2	CABINET, MEDIUM	2	MIRROR, REGULAR	1	TABLE, FOLDING
1	CHAIR, ARM	1	MISC CUBIC FEET	2	TABLE, KITCHEN
4	CHAIR, KITCHEN	5	NIGHT STAND	1	TOOLS
1	CHAIR, OVERSTUFFED	5	OCCASIONAL CHAIR	2	TRUNK, LARGE
1	CHEST, CEDAR	1	OTTOMAN, SM.	4	WALL SHELVES
1	CHEST, SMALL	1	PHYSICIANS'S SCALE	1	WASHING MACHINE
2	CHINA CAB, 1 PIECE	12	PLASTIC BIN, LG.	1	WICKER SOFA
2	CLOCK, GRANDFATHER			1	WORK BENCH, SM.

### Packing Material List

Qty	Material	Unit Price \$	Qty	Material	Unit Price \$	Qty	Material	Unit Price \$
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**Click on Online Electronic Signature to confirm your move online.**

If you no longer wish to receive emails from New Era Relocation, please click on unsubscribe

**Ryan F.**

Logistics Manager

904-364-0156

DOT number: 3122941

**Gold Standard Relocation**

"The New Moving Standard"

# Exhibit B



Jeffrey Arlen Spinner &lt;sudya59@gmail.com&gt;

## Your Moving Estimate #3367211

1 message

Garrin - New Era Relocation &lt;ryanf@goldstandardrelocation.com&gt;

Wed, Jul 29, 2020 at 8:07 PM

Reply-To: Garrin - New Era Relocation &lt;ryanf@goldstandardrelocation.com&gt;

To: sudya59@gmail.com

### Binding Moving Estimate

Job No: RR3367211

**New Era Relocation**

111 N 3rd Street

Smithfield NC 27577

US DOT: 3371822 MC: 1081104

**Customer**

Rep: Ryan

**Phone:**

Direct: 904-364-0156

Fax: 941-296-7495

Email: ryanf@goldstandardrelocation.com

Web: http://newerarelo.com/

**Moving From**
**Jeffrey Spinner**

1612 Jekyll Lane

House / Ground

Waxhaw, NC 28173

Phone: 203-298-2929

sudya59@gmail.com

**Moving To**
**Jeffery Spinner**

Storage

Storage

Setauket, NY 11733

**Relocation Details**

Job No:	RR3367211
Estimate Date:	07/29/2020
Representative:	Ryan
Move Type: Residential	Long Distance, 687 miles
Estimated Volume:	3200 cf. (22400 lbs)
Estimated Rate:	\$3.30 per cf
Move Day:	Thursday/Friday
Move Date:	07/30/2020- 07/31/2020
Reference By:	TRUCK
Created on:	07/16/2020

**Relocation Estimate**

Total Tariff	\$17318.00
Tariff Discount: 39.02%	-\$6758.00
Basic Estimate Price	\$10560.00
Fuel Surcharge: 9.00 %	\$950.40
Platinum Pack @1.00 Per Cubic Feet	\$3200.00
Bulky Item Fee For Grandfather Clock	\$200.00
30 Days Of Free Storage And Free Re-Delivery	\$0.01
Space adjust.	\$612.93
Priority Route Discount-Senior Citizen	
Discount-General Manager Discount	-\$1100.00
Basic Valuation Protection:	
\$0.60 per lbs. per article	\$0.00
Total Moving Estimate	\$14423.34
Customer Payment:	\$4197.48

**Full Value Protection Amount of Liability: \$134,400.00 (Optional)**

Deductible Levels:	\$0	\$250	\$500	\$750	\$1000	\$1500
Valuation Charge:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Estimate Plus Valuation Charge:	\$14423.34	\$14423.34	\$14423.34	\$14423.34	\$14423.34	\$14423.34
Customer's Initials:	X	X	X	X	X	X

**WARNING:** If a moving company loses or damages your goods, there are 2 different standards for the company's liability based on the types of rates you pay. **BY FEDERAL LAW, THIS FORM MUST CONTAIN A FILLED-IN ESTIMATE OF THE COST OF A MOVE FOR WHICH THE MOVING COMPANY IS LIABLE FOR THE FULL (REPLACEMENT) VALUE OF YOUR GOODS** in the event of loss of, or damage to, the goods. This form may also contain an estimate of the cost of a move in which the moving company is liable for **FAR LESS** than the replacement value of your goods, typically at a lower cost to you. You will select the liability level later, on the bill of lading (contract) for your move. Before selecting a liability level, please read Your Rights and Responsibilities When You Move, and Ready to Move Brochure provided by the moving company, and seek further information at the government website [www.protectyourmove.gov](http://www.protectyourmove.gov)

**Understanding Your Estimate**

Customer would like the truck to come in and pack between Friday July 24th Through July 29, he HAS to be out by the 30th. That is his main concern that they can come in and get everything packed up and loaded and be out by the 30th. The Earlier the better please.

This is a binding estimate based on the information that you have provided. New Era Relocation guarantees this price based on your inventory list and services requested. If there are any additional / misrepresented inventory items or additional services requested at the time of pick-up, your price will be adjusted (Based on the company's tariff, applies to additional items / services only). Please note that changes to the inventory list and/or move date can be made up until 3 business days prior to the original move date.

**FULL SERVICE RELOCATION INCLUDES:**

- Professional Door to Door service.
- Loading and unloading of all items.
- Disassembly, reassembly and placement of all furniture upon delivery.
- Fully quilted padding & wrapping of all furniture (A full / partial packing service is also available, upon request).
- Cargo insurance coverage \$0.60 cents per lbs per article ( 0.00% deductible).
- Taxes & tolls.
- Fuel surcharges, mileage and transportation fees.
- Transportation with late model air-ride suspension trucks.
- 30 days of FREE climate controlled storage in our secured storage facility.

**FULL SERVICE RELOCATION DOES NOT INCLUDE:**

- First flight of stairs is free, each additional flight is \$75.00. (A flight is up to 12 steps).
- Long carry – first 75 feet are free, each additional 75 feet will be charged \$75.00.
- Shuttle service – \$1.00 per cube \$350 minimum charge. if a semi-trailer cannot get reasonably close to a building or a house for unloading, a shuttle truck will be used at a rate determined based on the truck size and destination city.
- Packing and crating services not listed within this estimate.
- Packing supplies not listed within this estimate.
- Extra storage - any additional month will be charged \$0.50 - \$0.75 per CF.

**PAYMENT METHODS:**

- 70% of remaining balance upon pick-up with: personal check (unless it's a direct delivery), cashier's check, money order, or cash.
- 30% of remaining balance upon delivery prior to unloading by cash or postal money order only.
- By providing charge information for a deposit, it is implied the client agrees to the terms and conditions of the binding estimate.
- By agreeing to this binding estimate, the client waives the right to an on sight estimate.

**SAFETY REGULATIONS AND PRECAUTIONS:**

- Unless noted differently on the order for service, all customers are responsible for packing their own boxes and any fragile items they are transporting (glass, mirrors, marble, electronics, etc.) appropriately.
- For health and sanitary reasons, all mattresses, box springs and futon pads must be properly protected in either a mattress box or a plastic cover
- By law, personal effects in plastic bags are not allowed on the truck. No live plants / animals

**DELIVERY WINDOWS:**

- All Long Distance delivery services are made on a fluctuating basis, with an arrival time ranging between 1 to 21 business days from your first date of availability (The 1st date which you provided to your movers when you would

be available to accept Delivery). From that date, we will be in the process of actively planning your delivery.

- Average delivery times are: 1-10 business days within the same coast, 3-14 business days East coast – Midwest and 7-21 business days for cross country (coast to coast) or remote location deliveries.
- You will be contacted by our dispatch department between 72 to 24 hours prior to your pick-up date, to confirm their time of arrival. The driver will be contacting you 12-24 hours in advance of his arrival
- The charge for storage handling is \$0.75 per cubic foot per storage entry, the charge for storage rent is \$0.50 - \$0.75 per cubic foot per month. All estimated time of arrivals are subject to change depending on many industry factors such as traffic, weather conditions, unforeseen mechanical problems or unexpected delays with prior deliveries scheduled before you. Note: We will not discount any account due to any delays listed above. Our company will keep the customer informed verbally with a new / revised ETA (Estimated Time of Arrival) depending on company schedule.

#### ADDITIONAL INSURANCE:

New Era Relocation LLC does not provide full value protection, any additional insurance can be provided through a fully licensed third party insurance company up until 3 business days prior to the original move date

Read about your Rights & Responsibilities when you move.  
Read about Ready to Move when you move.

#### TERMS AND CONDITIONS:

~~1. THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS CONTAINED HEREIN, REPRESENTS THE ENTIRE UNDERSTANDING AND AGREEMENT BETWEEN NEW ERA RELOCATION LLC, (HEREAFTER NEW ERA RELOCATION) AND CUSTOMER WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL OTHER NEGOTIATIONS, UNDERSTANDINGS AND REPRESENTATIONS (IF ANY) MADE BY AND BETWEEN SUCH PARTIES, INCLUDING ANY REPRESENTATIONS MADE BY ANY ESTIMATOR. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF ANY ESTIMATE AND THE BILL OF LADING, THE TERMS OF THE BILL OF LADING SHALL CONTROL. THIS AGREEMENT MAY NOT BE AMENDED, SUPPLEMENTED OR WAIVED ORALLY, BUT ONLY IN WRITING, SIGNED BY BOTH NEW ERA RELOCATION LLC < /span>. AND CUSTOMER AND MAKING SPECIFIC REFERENCE TO THIS AGREEMENT.~~

2. CUSTOMER MAY NOT ASSIGN ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF NEW ERA RELOCATION LLC.

3. NOTHING IN THIS AGREEMENT, WHETHER EXPRESSED OR IMPLIED, IS INTENDED TO CONFER ANY RIGHTS OR REMEDIES ON ANY PERSON OTHER THAN THE PARTIES HERETO AND THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS AND PERMITTED ASSIGNS, NOR IS ANYTHING IN THIS AGREEMENT INTENDED TO RELIEVE OR DISCHARGE THE OBLIGATION OR LIABILITY OF ANY THIRD PERSON TO ANY PARTY TO THIS AGREEMENT, NOR SHALL ANY PROVISION GIVE ANY THIRD PERSON ANY RIGHT OF SUBJUGATION OR ACTION OVER OR AGAINST ANY PARTY TO THIS AGREEMENT.

4. CUSTOMER WILL BE SUBJECT TO ALL APPLICABLE LAWS AND THE GENERAL TERMS AND CONDITIONS OF THE CARRIER, WHICH SHALL INCLUDE WITHOUT LIMITATION, A REQUIREMENT THAT PAYMENT IN FULL OF ALL CHARGES IS DUE BEFORE UNLOADING OF THE GOODS IN ACCORDANCE WITH THE CARRIER'S LAWFUL LIEN ON THE PROPERTY.

5. AS THE CUSTOMER, I AGREE TO PAY THE TOTAL CHARGES FOR THE MOVING COORDINATOR SERVICES TO BE PROVIDED BY NEW ERA RELOCATION LLC IN THE FORM OF THE MOVING DEPOSIT (UP TO 30% OF TOTAL MOVING COSTS AND THAT THE PAYMENT MAY SHOW UP ON THE CUSTOMERS STATEMENT AS RELOCATE US). I UNDERSTAND AND AGREE THAT MY PAYMENT/FEE REPRESENTS ONLY A PORTION OF MY TOTAL ESTIMATED SERVICE CHARGES, FOR SCHEDULING AND ROUTING PURPOSES. MY PAYMENT/FEE IS NON REFUNDABLE AFTER PLACING THE RESERVATION FOR SCHEDULING PURPOSES. ALL REQUESTS TO CHANGE MY PICK UP DATE, OR PLACE THE MOVE ON HOLD, MUST BE MADE AT LEAST 5 BUSINESS DAYS (SATURDAY, SUNDAYS AND HOLIDAYS EXCEPTED) PRIOR TO THE PACK OR LOAD DATE (WHICHEVER APPLIES) LISTED ABOVE. I AM ONLY ENTITLED TO RECEIVE A CREDIT OF MY PAYMENT FOR A FUTURE INTERSTATE MOVE WHICH I MUST USE WITHIN A 12 MONTH PERIOD FROM THE DATE OF MY ORIGINAL RESERVATION. ALL PAYMENTS WILL SHOW ON YOUR BILLING CYCLE UNDER NEW ERA RELOCATION LLC. BY SIGNING THIS CONTRACT, I ACKNOWLEDGE THAT I WILL NOT FOR ANY REASON DISPUTE ANY CREDIT CARD PAYMENTS MADE AS PART OF THE MOVING DEPOSIT.

6. IF ELECTING TO CANCEL YOUR MOVE WITH NEW ERA RELOCATION LLC., I UNDERSTAND THAT PAYMENTS ARE COLLECTED IN INSTALLMENTS FOR EACH PORTION OF SERVICE RENDERED, WITH MY FINAL PAYMENT DUE AT DELIVERY. I UNDERSTAND THAT ANY PAYMENTS MADE TO NEW ERA RELOCATION LLC. ARE SUBJECTED TO THE CANCELLATION POLICY HEREIN DESCRIBED. I UNDERSTAND AND ACCEPT THAT I HAVE 72 HOURS FROM THE DATE AND TIME THIS RESERVATION IS PLACED TO CANCEL THIS SHIPMENT IN RETURN FOR A FULL REFUND, AND I UNDERSTAND THIS CANCELLATION MUST BE MADE IN WRITING BY EMAIL AS DESCRIBED BELOW. I UNDERSTAND AND AGREE THAT IF I CANCEL THIS SHIPMENT BEYOND 72 HOURS OF THIS RESERVATION BOOKING, PRIOR PAYMENTS COLLECTED WILL NOT BE REFUNDED. LAST-MINUTE SHIPMENTS BOOKED/RESERVED WITHIN 7 BUSINESS DAYS OF THE SCHEDULED LOADING DATE ARE CONSIDERED NONREFUNDABLE, IF A LAST-MINUTE SHIPMENT IS CANCELLED NO REFUND OR CREDIT WILL BE ISSUED. MY SIGNATURE BELOW CONFIRMS THAT I HAVE RECEIVED AND AGREED TO THIS PROPER DISCLOSURE AND I UNDERSTAND THE TERMS AND CONDITIONS PRESENTED. THIS IS A BINDING LEGAL AGREEMENT FOR SERVICE, AND I UNDERSTAND THAT IN ORDER TO CANCEL THIS SERVICE I MUST DO SO IN WRITING TO



INFO@NEWERARELOLLC.COM. CANCELLATIONS MUST BE MADE IN WRITING BY EMAIL AS DESCRIBED, VERBAL CANCELLATIONS ARE NOT ACCEPTED.

7.CUSTOMER HAS ELECTED A "BINDING TO NOT EXCEED" PRICE, THE TOTAL COST WILL NOT EXCEED THE ESTIMATED AMOUNT; PROVIDED, HOWEVER THAT CUSTOMER PROVIDES NEW ERA RELOCATION LLC.. WITH AN ACCURATE DESCRIPTION OF THE ITEMS TO BE MOVED AND THE SERVICES TO BE PERFORMED. CUSTOMER HAS REQUESTED TO HAVE AN ESTIMATE PROVIDED FOR HIS/HER HOUSEHOLD GOODS RELOCATION, IN ACCORDANCE WITH 49 CFR 371.113(C)(1), CUSTOMER AGREES TO WAIVE A PHYSICAL SURVEY OF THE HOUSEHOLD GOODS, AND ALTERNATIVELY AGREES TO RECEIVE A BINDING TO NOT EXCEED ESTIMATE BASED UPON THE SHIPPER PROVIDED ITEM LIST OF PROPERTY TO BE TRANSPORTED. IF ANY ADDITIONAL PIECES, PACKING SERVICES, CUBIC FEET, VOLUME, WEIGHT OR LABOR SERVICES ARE ADDED AT THE ORIGIN OR DESTINATION TO THOSE QUOTED, THE CUSTOMER SHALL BE CHARGED FOR THESE SERVICES AT THE GOVERNING TARIFF RATES. CUSTOMER UNDERSTANDS THAT NEW ERA RELOCATION LLC. HAS A 2000 LBS MINIMUM ON ALL SHIPMENTS. ANY SHIPMENT BELOW 2000 LBS. WILL BE CHARGED AT THE 2000 LBS RATE. THE PRICE INCLUDES ALL FUEL SURCHARGES, TOLLS, LOAD AND UNLOAD, BASIC DISASSEMBLY AND REASSEMBLY OF STANDARD FURNITURE ITEMS, UP TO 75 FEET OF LONG CARRY AT ORIGIN AND DESTINATION AND 1 FLIGHTS OF STAIRS. ELABORATE FURNITURE ITEMS THAT NEED TO BE DISASSEMBLED AND/OR REASSEMBLED MAY REQUIRE 3RD PARTY SERVICING OR ADDITIONAL LABOR AND SHOULD BE DISCLOSED TO YOUR ESTIMATOR AND INCLUDED IN YOUR ESTIMATE. DISCONNECTING AND/OR RECONNECTING OF APPLIANCES IS NOT INCLUDED IN THE PRICE. REASSEMBLY IS SUBJECT TO THE AVAILABILITY OF TOOLS AND/OR ALL PARTIES BEING AVAILABLE. THE PACKING AND UNPACKING OF BOXES IS ONLY INCLUDED IN THE PRICE IF IT IS ITEMIZED IN THE PACKING AND UNPACKING SECTION OF YOUR ESTIMATE; ALL MATERIALS/LABOR FOR UNDISCLOSED ITEMS WILL BE EXTRA.

8.ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT, WHETHER SO EXPRESSED OR NOT, SHALL BE BINDING UPON, INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY THE PARTIES AND THEIR RESPECTIVE ADMINISTRATORS, EXECUTORS, LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND PERMITTED ASSIGNS.

9.CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS NEW ERA RELOCATION LLC, AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, SUITS, LIABILITIES, PROCEEDINGS, PENALTIES, FINES, COSTS, AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEY'S FEES) RELATING DIRECTLY OR INDIRECTLY FROM ANY BREACH OF THIS AGREEMENT BY CUSTOMER.

10.IT IS AGREED BY THE PARTIES AS MANDATORY THAT THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW. ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS OR RECORD OF THE STATE OF CALIFORNIA. IF ANY PARTY DOES NOT HAVE A REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS IN CALIFORNIA OR IS NOT OTHERWISE SUBJECT TO SERVICE AFTER REASONABLE ATTEMPTS, THEN SUCH PARTY AGREES TO ACCEPT SERVICE OF PROCESS BY U.S. MAIL.

11. IN THE EVENT OF ANY CONTROVERSY ARISING UNDER OR RELATING TO THE INTERPRETATION OR IMPLEMENTATION OF THIS AGREEMENT OR ANY BREACH THEREOF, NEW ERA RELOCATION LLC. SHALL BE ENTITLED TO RECOVER ALL OF ITS COURT COSTS, COLLECTION FEES, EXPENSES AND REASONABLE ATTORNEY'S FEES (INCLUDING, WITHOUT LIMITATION, ALL PRE-TRIAL, TRIAL AND APPELLATE PROCEEDINGS), IN ADDITION TO ANY OTHER RELIED TO WHICH IT MAY BE ENTITLED. IN THE EVENT THAT NEW ERA RELOCATION LLC. PURSUES THE COLLECTION OF ANY AMOUNTS DUE TO IT UNDER THIS AGREEMENT, NEW ERA RELOCATION LLC. MAY RECOVER THE FULL TARIFF RATE ON ALL GOODS AND SERVICES PROVIDED, IN ADDITION TO ALL OTHER REMEDIES AVAILABLE TO IT AT LAW AND IN EQUITY.

12. MOTOR CARRIER NEUTRAL ARBITRATION PROGRAM: THE MOTOR CARRIER'S NEUTRAL ARBITRATION PROGRAM HAS BEEN DESIGNED TO GIVE NEITHER PARTY ANY SPECIAL ADVANTAGE. IF A DISPUTE ARISES BETWEEN THE CARRIER AND THE SHIPPER ARBITRATION MAY BE A MUTUALLY BENEFICIAL ALTERNATIVE TO HELP RESOLVE THE DISPUTE. SECTION 49 U.S.C. SECTIONS 375.211 PROVIDES THAT A MOVER MUST HAVE A PROGRAM IN PLACE TO PROVIDE SHIPPERS WITH AN ARBITRATION ALTERNATIVE. ARBITRATION IS OPTIONAL AND NOT REQUIRED UNDER FEDERAL LAW. SUMMARY OF THE ARBITRATION PROCESS: ARBITRATION IS AN ALTERNATIVE TO COURTROOM LITIGATION. IT PROVIDES EACH PARTY TO THE DISPUTE TO PRESENT THEIR CASES AND ALLOWS A NEUTRAL THIRD PARTY ARBITRATOR TO MAKE DECISIONS AS TO THE MERIT OF EACH SIDE'S CASE. ARBITRATION SUBJECT TO THIS AGREEMENT SHALL BE CONDUCTED VIA WRITTEN SUBMISSION AND, SUBJECT TO THE ARBITRATOR'S DISCRETION, THROUGH TELEPHONIC APPEARANCE. AFTER THE INITIAL FILING FEES HAVE BEEN PAID AND THE ARBITRATOR SELECTED, THE INITIATING PARTY OR (CLAIMANT) MUST SUBMIT A WRITTEN BRIEF SUMMARIZING THEIR LEGAL POSITION AND FACTUAL CLAIMS. ALL SUPPORTING DOCUMENTATION MUST BE INCLUDED WITH THE INITIAL ARBITRATION BRIEF. COPIES OF ALL DOCUMENTS MUST BE SUBMITTED TO ALL PARTIES INVOLVED IN THE ARBITRATION. UPON RECEIPT OF THE CLAIMANT'S ARBITRATION BRIEF AND SUPPORTING DOCUMENTS, THE RESPONDING PARTY OR (RESPONDENT) WILL HAVE 30 DAYS TO FILE THEIR RESPONSIVE ARBITRATION BRIEF AND SUPPORTING DOCUMENTATION. FURTHER DEADLINES AND TIME TABLES ARE SUBJECT TO THE ARBITRATOR'S DISCRETION. LEGAL EFFECTS; IF THE ARBITRATION ALTERNATIVE IS CHOSEN, THEN ANY DECISION MADE BY THE ARBITRATOR MAY BE BINDING. ADDITIONALLY, AN ARBITRATION DECISION MAY NOT BE APPEALED IN A COURT OF LAW. ALL PARTIES AGREE THAT THE ARBITRATOR'S DECISION WILL BE BASED EXCLUSIVELY ON THE GOVERNING UNITED STATES FEDERAL LAW WITHOUT REGARD TO CONFLICTING STATE LAWS OR REGULATIONS. APPLICABLE COSTS EACH PARTY IS RESPONSIBLE FOR THEIR OWN COST ASSOCIATED WITH ARBITRATION. A BENEFIT TO THE ARBITRATION ALTERNATIVE MAY BE THAT IT IS LESS EXPENSIVE THAN TRADITIONAL LITIGATION. EACH PARTY IS RESPONSIBLE FOR 50% OF THE COST ASSOCIATED WITH SECURING THE ARBITRATOR AND 100% OF THEIR OWN EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES.

13. UPON BOOKING, UP TO 30-50% PAYMENT FEE IS REQUIRED TO BE PAID BY CREDIT CARD (VISA, MASTERCARD, DISCOVER) (THIS PAYMENT MAY SHOW UP ON THE CUSTOMER'S STATEMENT AS RELOCATE US) OR BANK WIRE AND OR DIRECT PAYMENT INTO COMPANY ACCOUNT. UPON PICKUP CARRIER MAY

COLLECT UP TO 50-70%. PAYMENT WILL BE DUE IN THE FORM OF CASH OR POSTAL MONEY ORDER. THE REMAINING BALANCE MUST BE PAID IN FULL UPON DELIVERY BY CASH OR POSTAL MONEY ORDER. THE CARRIER RESERVES THE RIGHT TO COLLECT UP TO 70% OF BALANCE DUE PRIOR TO THE GOODS LEAVING THE ORIGIN STATE. SUBJECT TO FEDERAL LAW, PAYMENT IN FULL OF ALL CHARGES IS REQUIRED BEFORE DELIVERY AND PRIOR TO UNLOADING.

14. THE CUSTOMER UNDERSTANDS AND AGREES THAT SHOULD THE CUSTOMER FAIL TO EXECUTE OR RETURN THIS AGREEMENT, BY ALLOWING A CARRIER, OR A LICENSED CARRIER DESIGNATED BY NEW ERA RELOCATION LLC. TO PICK UP THE CUSTOMER'S BELONGINGS, THE CUSTOMER EXPRESSLY AGREES AND CONSENTS TO THE TERMS CONTAINED IN THIS AGREEMENT.

15. CUSTOMER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE GOODS AND SERVICES OBTAINED HERE-UNDER, THE MOVE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTIONS OF NEW ERA RELOCATION LLC. OR THE MOVER. CUSTOMER ACKNOWLEDGES THAT THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT TO NEW ERA RELOCATION LLC. TO ENTER INTO THIS AGREEMENT.

16. NEW ERA RELOCATION LLC. REQUIRES THAT THE CUSTOMER MUST FIRST ATTEMPT, TO RESOLVE ALL DISPUTES IN WRITING, DIRECTLY WITH NEW ERA RELOCATION LLC. PRIOR TO INITIALIZING A DISPUTE/REVERSAL WITH THEIR ISSUING CREDIT CARD PROVIDER. THE CUSTOMER MUST PROVIDE WRITTEN DESCRIPTION EVIDENCING ANY AND ALL BREACHES OF THE CONTRACT BY E-MAIL TO NEW ERA RELOCATION LLC. AT [INFO@NEWERARELOLLC.COM](mailto:INFO@NEWERARELOLLC.COM) THE CUSTOMER AGREES THAT FAILURE TO PROVIDE WRITTEN DOCUMENTATION CLAIMING THAT THE TERMS AND CONDITIONS WERE NOT ADHERED TO BY NEW ERA RELOCATION LLC., FORFEITS THE RIGHT TO DISPUTE THIS CLAIM WITH THEIR ISSUING CARD PROVIDER.

17. AS THE CUSTOMER, I AGREE THAT ANY REFUSAL OR DENIAL OF SERVICE, EITHER VERBALLY IN PERSON OR OVER THE PHONE, WILL BE TREATED AS A LATE CANCELLATION MADE OUTSIDE OF THE CANCELLATION WINDOW. I UNDERSTAND THAT NO REFUND WILL BE ISSUED IF I REFUSE OR DENY SERVICE ON THE DAY OF PICK UP. IF I CLAIM THAT SERVICE WAS NOT RENDERED I MUST PROVIDE NOTICE OF ANY SERVICE FAILURE MADE BY NEW ERA RELOCATION LLC., IN WRITING TO [INFO@NEWERARELOLLC.COM](mailto:INFO@NEWERARELOLLC.COM)

18. IN SIGNING THIS AGREEMENT, I THE CUSTOMER, AGREE THAT; NEW ERA RELOCATION LLC., HAS PROVIDED A DATED COPY OF THE ESTIMATE AND [INFO@NEWERARELOLLC.COM](mailto:INFO@NEWERARELOLLC.COM) CHARGES AT THE TIME I SIGNED THE AGREEMENT. NEW ERA RELOCATION LLC. HAS PROVIDED ME WITH NOTIFICATION OF THE METHODS OF PAYMENT REQUIRED TO PAY THE MOTOR CARRIER FOR BALANCES DUE. ALL COSTS AND CHARGES ARE CLEARLY INDICATED ON THIS ESTIMATE, AND THE CHARGES REPRESENTED ON THIS ESTIMATE ARE ONLY FOR THE SERVICES AND INVENTORY SPECIFICALLY INDICATED ON THIS

Qty	Items	Qty	Items	Qty	Items
2	BAR, STOOL	1	COMPUTER DESK	8	PLASTIC BIN, MED.
1	BED, DOUBLE (WITH MATTRESSES)	2	CORNER TABLES	7	PLASTIC BIN, SM.
1	BED, KING (WITH MATTRESS)	1	DESK, DOUBLE	5	PLASTIC SHELVING UNIT
2	BED, QUEEN (WITH MATTRESS)	1	DESK, HUTCH	1	PLASTIC STORAGE DRAWERS
1	BED, TWIN (WITH MATTRESS)	2	DESK, REGULAR	1	RECLINER
1	BENCH, LARGE	4	DINING CHAIR	1	ROLLING CART
1	BENCH, LARGE	1	DINING TABLE	1	SECRETARY DESK, ANTIQUE
2	BLACK & TAN CHEST	1	DRESSER, DOUBLE	1	SERVER
1	BLACK STORAGE CUBBY UNIT	4	DRESSER, SINGLE	2	SLEDS, SKIS
2	BOOKCASE 6X3	1	DRESSER, TRIPLE	1	SMALL TABLE
1	BOOKCASE MED	1	DRYER	1	SOFA TABLE
1	BOOKCASE, SM.	1	FUTON	1	SOFA, 2 LOVE SEAT
11	BOX, BOOK/SMALL	1	GLOBE	2	SOFA, 3 SEAT/BED
13	BOX, CHINA/DISH	1	HAMPER	1	SOFA, SECTIONAL-2 PIECE
21	BOX, LARGE PBO	6	LAMP, FLOOR (PBO)	1	STEREO CONSOLE
31	BOX, MED. PBO	2	LAMP, TABLE (PBO)	1	T.V. FLAT SCREEN- 33-60
13	BOX, SMALL PBO	1	METAL SHELVES	1	TABLE
10	BOX, STAND-UP WARDROBE MEDIUM	1	MICROWAVE, STANDARD	1	TABLE, COFFEE
1	BUTLER TABLE	1	MIRROR, LG.	8	TABLE, END
2	CABINET, MEDIUM	2	MIRROR, REGULAR	1	TABLE, FOLDING
1	CHAIR, ARM	1	MISC CUBIC FEET	2	TABLE, KITCHEN
4	CHAIR, KITCHEN	5	NIGHT STAND	1	TOOLS
1	CHAIR, OVERSTUFFED	5	OCCASIONAL CHAIR	2	TRUNK, LARGE
1	CHEST, CEDAR	1	OTTOMAN, SM.	4	WALL SHELVES
1	CHEST, SMALL	1	PHYSICIANS'S SCALE	1	WASHING MACHINE
2	CHINA CAB, 1 PIECE	12	PLASTIC BIN, LG.	1	WICKER SOFA
2	CLOCK, GRANDFATHER			1	WORK BENCH, SM.

### Packing Material List

Qty	Material	Unit Price \$	Qty	Material	Unit Price \$	Qty	Material	Unit Price \$
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**Click on Online Electronic Signature to confirm your move online.**

If you no longer wish to receive emails from New Era Relocation, please click on unsubscribe

# Exhibit C

US DOT  
201822  
ICOMG  
9001  
20336211

New ERA Relocation  
111 N 3rd Street  
Smithfield NC 27577

7/31/2020  
Date available for delivery

Forman: Thomas Galsky  
INTERSTATE BILL OF LADING CONTRACT AND ORDER FOR SERVICE  
201-273-1063

ORIGIN  
NAME: Jerry Spinner  
ADDRESS: 1612 Jekyll Lane  
CITY/STATE: Waxhaw, NC 28173  
PHONE: 203-298-2929  
Agent name: R-PAV

DESTINATION  
NAME: Jerry Spinner  
ADDRESS: Storage 750  
CITY/STATE: Setauket NY 11733  
PHONE: 203-298-2929  
Phone: 904-267-1581

1. FORM OF PAYMENT: Upon booking a 20% deposit is required to be paid in the form of credit card (Visa, Mastercard), cashiers check or money order. Prior to pickup 70% of the balance is due in the form of cashiers check, cash, postal money order. At delivery the balance is due prior to unloading in the form of Cash or Post Office Money Order Only. The Carrier reserves the right to collect up to 100% of balance due prior to the goods leaving the origin state. Payment in FULL of all charges is required before delivery and prior to unloading - Subject to the 110% law, if applicable. All charges are based on full tariff rates.

Customer's signature: [Signature]  
Date: 7/31/20

2. NOTICE: By this reference the bill of lading and order for service and all incorporated by reference in accordance with 49 CFR 375.505(a). The total estimated charges for service is not a guarantee of the final total actual charges - which may increase or decrease based upon actual services performed, quantity of items shipped, accessorial services, destination services, and/or weight of shipment.

TOTAL ESTIMATED CHARGES: (estimates are not guaranteed) \$ 14423.34

SPECIAL SERVICES:  
☐ STORAGE ☐ SHUTTLE ☐ STAIRS  
☐ MOTORCYCLE ☐ LONG CARRY ☐ PIANO  
☐ SAFE ☐ P.G.S. pickup/delivery \$  
☐ OTHER/BULKY  
☒ SPACE RESERVATION 4200 Cu. Ft.  
(minimum charge reservation)

3. DISCLOSURES: Packing materials/labor are not included and will be charged extra per items ordered on the packing materials list. The space reservation option, if selected by shipper, will be used to determine line haul charges. Bill of Lading is the controlling shipping contract. All charges including additional services will be charged based on the full tariff rates. See reverse side for important information including arbitration information. Tariff is available for inspection upon reasonable request by calling carrier. Agreed pickup/delivery periods: Pickup and delivery dates are not guaranteed unless the optional Premium Guaranteed Service (P.G.S.) is purchased. Standard Service (S.S.) period is up to a maximum of thirty business weekdays, not including storage time, beginning on the first date indicated as available for delivery (not the date of pickup). The date above indicated as "1st available for delivery" is first date of the delivery window and not the promised delivery date. Estimated delivery period is up to thirty business days from date indicated as first available for delivery.

Filing of claims: Carrier shall not be liable for the loss or damage of the goods unless claim is made in writing supported by proof of ownership, value, and weight. As a condition precedent, all outstanding monies due to the carrier must be paid in full before any claim can be made. Claims must be filed within 9 months of delivery or demand thereof is refused and must be limited to the destination descriptions of damages for each item on the inventory logs. All damages and missing items must be noted on the inventory logs. Damage indications must specify each item damaged at the time of delivery. Shipper or agent has full authority to order services and enter into agreement.

Special Services: Shipper will be notified of final charges prior to delivery and while in transit. On interstate moves an 18 wheeler may be used to deliver the property. If destination address does not have access for an 18 wheeler the shipper will be required to pay for shuttle service. Full re-handling/delivery fees are applied when the carrier must make a second attempt to deliver the property if for any reason the shipper did not accept delivery on the first attempt. For all estimates there may be additional charges for flights of stairs, elevators, extra drop-offs, or pick-up/delivery, long carriers, and shuttles for residences in restrictive areas.

TO BE SIGNED PRIOR TO SERVICES BEGINNING:

I acknowledge, have read, and agree to all the terms and conditions on both sides of this bill of lading contract and order for service. I have received the arbitration information and the booklet "Your Rights and Responsibilities When you Move and pamphlet Ready to Move. I agree to pay for the total charges for moving services. I approved the total estimated charges prior to the moving services beginning and give permission for the moving company to begin services.

Customer's signature: [Signature] Date: 7/31/20  
Moving company representative signature: [Signature] Date: 7/31/20

WEIGHT CHARGES:  
Rate: \$ 3.30 per cu ft.  
Additional: \$ 3.30 per cu ft.  
Additional: \$ 3.30 per cu ft.

CUBIC FEET CHARGES:  
Rate: 3200 cu ft. @ \$ 3.30 per cu ft. \$ 10560  
Additional: 1000 cu ft. @ \$ 3.30 per cu ft. \$ 3300  
Additional: \$ 3.30 per cu ft.

HOURLY CHARGES:  
Part One: Start Time End time Hourly  
Part Two: Start Time End time Hourly  
Trucks \$  
Trucks \$

PACKING MATERIALS AND LABOR:  
Total material and Packing (see attached materials price list) \$  
Full Packing Service: 10.00 per CF \$ 4200  
Other: 50000 to 14000 \$ 612

OTHER SERVICES:  
Fuel surcharge: 90.009 \$ 1247  
Stairs: \$ origin \$ destination \$  
Long Carry: \$ origin \$ destination \$  
Shuttle: \$ origin \$ destination \$  
Misc. Duty Item: \$ 420  
Split pickup/delivery to extra stop-off \$  
Valuation: Priority Route Dist \$ 1100  
Other: Customer Deposit \$ 4197

STORAGE CHARGES:  
Days @ cu ft. \$ per cu ft. per month \$  
Other: Customer Deposit \$ 4197

Notice of Maximum amount due upon delivery: Final charges will be based on actual weight or cubic feet of property and services provided or time. Maximum amount to be paid and demanded at destination is the amount of the last issued non-binding estimate plus 10% or 100% of the binding estimate; plus post contract services; any remaining balances due will be billed after 30 days of delivery. Payment in full of all charges is due before unloading. Fees for post contract services must be paid in advance of delivery and prior to unloading. There may be a fuel surcharge on all orders. Conversion formula: Conversion from weight to cubic feet, or vice versa, be a multiple of 7 to perform the calculations for the total charges.

SUMMARY OF CHARGES:  
GRAND TOTAL: \$ 15042  
PARTIAL PAYMENT: \$ 4500  
PARTIAL PAYMENT: \$  
BALANCE DUE: \$ 10542  
PRICE ADJUSTMENT: \$  
NEW BALANCE DUE IN 30 DAYS: \$

DELIVERY ACKNOWLEDGEMENT:

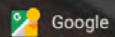
The shipper hereby acknowledges that the shipment was received in apparently good condition except as noted on the inventory list. Furthermore, the shipper acknowledges that all the services that were ordered have been performed, have been fully satisfied, and the truck was inspected and nothing has been left behind. Shipper and/or agent has full authority to accept the shipment and enter into this agreement.

Customer's signature or delivery: [Signature] Date: 7/31/20

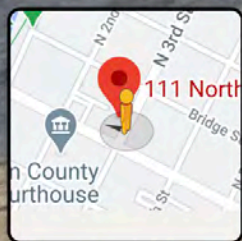
# Exhibit D



111 N 3rd St  
Smithfield, North Carolina



Street View



Google

Image capture: Jun 2019 © 2020 Google United States Terms Report a problem



# Exhibit E



[Home](#)

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[Licensing](#)

[Moving Tips](#)

[Pay deposit](#)

# Full Service State to State Moving

Licensed and Insured

Call for a Free Quote

**941-417-4828**

VERIFIED  MOVERS

**Get Your Free Quote.**

Name

Phone

# Get Your Free Quote.

Name

Name

Phone

Phone

Email

Email

Zip Moving From

Moving from Zip

Zip Moving To \*

Moving to Zip

Moving Date \*

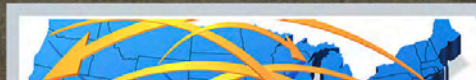
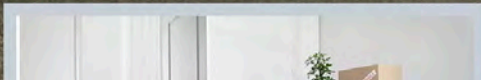
How many Bedrooms?



Add answer here



INSTANT QUOTE







### **Standard or Full Service Packing**

You can pack your belongings yourself, or you can get a little (or a lot of) help from Fast-Trucking. Our full-service long distance movers can do all the packing for you, or you can do some of the packing and let us help with your specialty items such as fragile items. We have a few options to choose from.



### **State to State, Nationwide Moving**

Our extensive network of professionals have trucks that are always well serviced, and ready to move. You will never have to worry about our ability to deliver the services you need when you need them.



### **Moving Storage?**

Our network of storage facilities have many features that will meet all of your storage needs. We are licensed and insured for your protection and safety. Storage prices range for 60 to 80 cents per cube!



## **Areas We**

## Contact Us



Corporate Headquarters:  
111 n 3rd st  
Smithfield, NC 27577



**Give us a ring**

**Get a Quote- 941-417-4828**

## Areas We Cover

With our HQ based in North Carolina we service all major hubs, while also servicing the entire USA, including:

Los Angeles

Philadelphia

Chicago

Los Angeles

Dallas

Miami

San Diego

Washington DC



# Exhibit F

☐ USDOT Number ☐ MC/MX Number ☒ Name

Enter Value:

## Company Snapshot

**NEW ERA RELOCATION LLC**

USDOT Number: 3371822

### ID/Operations | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

**Carriers:** If you would like to update the following ID/Operations information, please complete and submit form [MCS-150](#) which can be obtained [online](#) or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's [DataQs](#) system.

**Carrier and other users:** FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance than what is captured in the Company Snapshot. To obtain a CSP please visit the [CSP order page](#) or call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to [SAFER General Help](#).

The information below reflects the content of the FMCSA management information systems as of **12/23/2020**.

To find out if this entity has a pending insurance cancellation, please [click here](#).

#### Other Information for this Carrier

▼ [SMS Results](#)

▼ [Licensing & Insurance](#)

<b>Entity Type:</b> CARRIER																																	
<b>Operating Status:</b> NOT AUTHORIZED		<b>Out of Service Date:</b> None																															
<b>Legal Name:</b> NEW ERA RELOCATION LLC																																	
<b>DBA Name:</b>																																	
<b>Physical Address:</b> 111 N 3RD STREET SMITHFIELD, NC 27577																																	
<b>Phone:</b> (919) 659-0306																																	
<b>Mailing Address:</b> 111 N 3RD STREET SMITHFIELD, NC 27577																																	
<b>USDOT Number:</b> 3371822		<b>State Carrier ID Number:</b>																															
<b>MC/MX/FF Number(s):</b> MC-1081104		<b>DUNS Number:</b> --																															
<b>Power Units:</b> 8		<b>Drivers:</b> 8																															
<b>MCS-150 Form Date:</b> 03/30/2020		<b>MCS-150 Mileage (Year):</b> 700,000 (2019)																															
<b>Operation Classification:</b>																																	
<table border="0"> <tr> <td><input checked="" type="checkbox"/> Auth. For Hire</td> <td>Priv. Pass.(Non-</td> <td>State Gov't</td> </tr> <tr> <td>Exempt For Hire</td> <td>business)</td> <td>Local Gov't</td> </tr> <tr> <td>Private(Property)</td> <td>Migrant</td> <td>Indian</td> </tr> <tr> <td>Priv. Pass.</td> <td>U.S. Mail</td> <td>Nation</td> </tr> <tr> <td>(Business)</td> <td>Fed. Gov't</td> <td></td> </tr> </table>				<input checked="" type="checkbox"/> Auth. For Hire	Priv. Pass.(Non-	State Gov't	Exempt For Hire	business)	Local Gov't	Private(Property)	Migrant	Indian	Priv. Pass.	U.S. Mail	Nation	(Business)	Fed. Gov't																
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Exempt For Hire	business)	Local Gov't																															
Private(Property)	Migrant	Indian																															
Priv. Pass.	U.S. Mail	Nation																															
(Business)	Fed. Gov't																																
<b>Carrier Operation:</b>																																	
<table border="0"> <tr> <td><input checked="" type="checkbox"/> Interstate</td> <td>Intrastate Only (HM)</td> <td>Intrastate Only (Non-HM)</td> </tr> </table>				<input checked="" type="checkbox"/> Interstate	Intrastate Only (HM)	Intrastate Only (Non-HM)																											
<input checked="" type="checkbox"/> Interstate	Intrastate Only (HM)	Intrastate Only (Non-HM)																															
<b>Cargo Carried:</b>																																	
<table border="0"> <tr> <td><input checked="" type="checkbox"/> General Freight</td> <td>Liquids/Gases</td> <td>Chemicals</td> </tr> <tr> <td><input checked="" type="checkbox"/> Household Goods</td> <td>Intermodal Cont.</td> <td>Commodities Dry Bulk</td> </tr> <tr> <td>Metal: sheets, coils, rolls</td> <td>Passengers</td> <td>Refrigerated Food</td> </tr> <tr> <td>Motor Vehicles</td> <td>Oilfield</td> <td>Beverages</td> </tr> <tr> <td>Drive/Tow away</td> <td>Equipment</td> <td>Paper Products</td> </tr> <tr> <td>Logs, Poles, Beams, Lumber</td> <td>Livestock</td> <td>Utilities</td> </tr> <tr> <td>Building Materials</td> <td>Grain, Feed, Hay</td> <td>Agricultural/Farm</td> </tr> <tr> <td>Mobile Homes</td> <td>Coal/Coke</td> <td>Supplies</td> </tr> <tr> <td>Machinery, Large</td> <td>Meat</td> <td>Construction</td> </tr> <tr> <td></td> <td>Garbage/Refuse</td> <td>Water Well</td> </tr> </table>				<input checked="" type="checkbox"/> General Freight	Liquids/Gases	Chemicals	<input checked="" type="checkbox"/> Household Goods	Intermodal Cont.	Commodities Dry Bulk	Metal: sheets, coils, rolls	Passengers	Refrigerated Food	Motor Vehicles	Oilfield	Beverages	Drive/Tow away	Equipment	Paper Products	Logs, Poles, Beams, Lumber	Livestock	Utilities	Building Materials	Grain, Feed, Hay	Agricultural/Farm	Mobile Homes	Coal/Coke	Supplies	Machinery, Large	Meat	Construction		Garbage/Refuse	Water Well
<input checked="" type="checkbox"/> General Freight	Liquids/Gases	Chemicals																															
<input checked="" type="checkbox"/> Household Goods	Intermodal Cont.	Commodities Dry Bulk																															
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Building Materials	Grain, Feed, Hay	Agricultural/Farm																															
Mobile Homes	Coal/Coke	Supplies																															
Machinery, Large	Meat	Construction																															
	Garbage/Refuse	Water Well																															

Objects	US Mail
Fresh Produce	

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

## US Inspection results for 24 months prior to: 12/23/2020

Total Inspections: 3

Total IEP Inspections: 0

**Note:** Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [Inspections Help](#) for further information.

Inspections:

Inspection Type	Vehicle	Driver	Hazmat	IEP
Inspections	2	3	0	0
Out of Service	0	3	0	0
Out of Service %	0%	100%	%	0%
Nat'l Average % as of DATE 11/27/2020*	20.67%	5.16%	4.45%	N/A

\*OOS rates calculated based on the most recent 24 months of inspection data per the latest monthly SAFER Snapshot.

## Crashes reported to FMCSA by states for 24 months prior to: 12/23/2020

**Note:** Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes:

Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

## Canadian Inspection results for 24 months prior to: 12/23/2020

Total inspections: 0

**Note:** Total inspections may be less than the sum of vehicle and driver inspections. Go to [Inspections Help](#) for further information.

Inspections:

Inspection Type	Vehicle	Driver
Inspections	0	0
Out of Service	0	0
Out of Service %	0%	0%

## Crashes results for 24 months prior to: 12/23/2020

**Note:** Crashes listed represent a motor carrier's involvement in reportable crashes, without any determination as to responsibility.

Crashes:

Type	Fatal	Injury	Tow	Total
Crashes	0	0	0	0



[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | **Safety Rating**

*The Federal safety rating does not necessarily reflect the safety of the carrier when operating in intrastate commerce.*

[Carrier Safety Rating:](#)

The rating below is current as of: **12/23/2020**

**Review Information:**

<b>Rating Date:</b>	<a href="#">None</a>	<b>Review Date:</b>	<a href="#">None</a>
<b>Rating:</b>	<a href="#">None</a>	<b>Type:</b>	<a href="#">None</a>

---

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Federal Motor Carrier Safety Administration  
1200 New Jersey Avenue SE, Washington, DC 20590 • 1-800-832-5660 • TTY: 1-800-877-8339 • [Field Office Contacts](#)



U.S. Department of Transportation  
Federal Motor Carrier Safety Administration  
Licensing and Insurance Public

Menu

Choose Menu Option



## Motor Carrier Details

US DOT:	3371822	Docket Number:	MC01081104	
Legal Name:	NEW ERA RELOCATION LLC			
THIS CARRIER IS OUT OF SERVICE.				
Doing-Business-As Name:				
Business Address	Business Telephone and Fax	Mail Address	Mail Telephone and Fax	Undeliverable Mail
111 N 3RD STREET SMITHFIELD NC 27577	9196590306			NO
Authority Type	Authority Status		Application Pending	
Common	INACTIVE		NO	
Contract	NONE		NO	
Broker	NONE		NO	
Property	Passenger	Household Goods	Private	Enterprise
NO	NO	YES	NO	NO
Insurance Type	Insurance Required		Insurance on File	
BIPD	\$750,000		\$0	
Cargo	YES		YES	
Bond	NO		NO	

BOC-3: YES

Blanket Company: [1+49 PROCESS AGENTS LLC](#)[Web Site Content and BOC-3 Information Clarification](#)[Active/Pending Insurance](#)[Rejected Insurance](#)[Insurance History](#)[Authority History](#)[Pending Application](#)[Revocation](#)

March 1, 2021

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Federal Motor Carrier Safety Administration  
1200 New Jersey Avenue SE, Washington, DC 20590 - 1-800-832-5660 - TTY: 1-800-877-8339 - Field Office Contacts

# Exhibit G

## Better Business Bureau

[Home](#) > [North Carolina](#) > [Smithfield](#) > [Moving Companies](#) > [New Era Relocation](#) > Complaints[My BBI](#)

## Complaints

## Complaints



## New Era Relocation

[111 N 3rd St](#)  
[Smithfield, NC 27577-3939](#)

<http://newerarelo.com>

[Email this Business](#)

[\(941\) 417-4828](#)

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BBB Business Profiles are provided solely to assist you in exercising your own best judgment. BBB asks third parties who publish complaints, reviews and/or responses on this website to affirm that the information provided is accurate. However, BBB does not verify the accuracy of information provided by third parties, and does not guarantee the accuracy of any information in Business Profiles.

When considering complaint information, please take into account the company's size and volume of transactions, and understand that the nature of complaints and a firm's responses to them are often more important than the number of complaints.

BBB Business Profiles generally cover a three-year reporting period. BBB Business Profiles are subject to change at any time. If you choose to do business with this business, please let the business know that you contacted BBB for a BBB Business Profile.

As a matter of policy, BBB does not endorse any product, service or business.

**Complaint Type:** Delivery Issues    **Status:** Answered

09/24/2020

New Era Relocation lied multiple times about the details of the moving process. My belongs is still not here! This company has lied from day 1 about the pick up to delivery date. My belongs way pick up the 14th of September and I was told it would be delivered that Friday. Today is the 24th of September and I still haven't received an ETA that I've been requesting. The first problem was the pricing. I was quoted for a one bdrm worth of space & then last minute claimed that I didn't agree to that. Then we moved on to find out last minute that my belongings would not come that Friday. I was promised and their going to check the recording because I was lying. After I ask what was the conclusion of the recording all of a sudden "the call was made after hours so it wasn't recording" which was a lie because I called during business hours. Everytime I speak to someone they claim they'll get back to me but I never get a response. The only time I got a response back was an email to read while they reach out the the driver. Then the new excuse was the call that said my things would be delivered that week must of been made from her cell phone so it wasn't recorded. Now the newest excuse is their system has been down for TWO days. Today is Thursday the 24th & after speaking to my wife she "\*\*\*\*\*" the "owner" claims she'll contact me back on Monday the 28thhh with an update. On the 28th it will have been 3 Monday's since my belongings were picked up. My online business material is in the truck. Our life is in the truck. We did a cross country move! This is insane and so unprofessional. My body aches from sleeping on the floor & my family gets here for a family visit/vaca on the 28th. Now they'll have to sleep on the floor or get an hotel. My wife only has one uniform because everything else is in the truck. This has to be the worst company. This is outrages. I am disgusted !

#### Desired Outcome

We want our belongings so we can finally settle into our new lives across the country. We want a refund or price adjustments for all the money we had to spend to replace everything that should have been here! I made my reservation according to them. My belongings been packed for 6 months so I could have and would have sent it earlier if I was told it would take this long !



#### New Era Relocation Response

09/24/2020

We understand your frustration however our system has been down since Tuesday. You can look up \*\*\*\*\* Inc and see that it has been down and just came back up at 4:30pm today (Thursday 9/24/2020). We do also understand that when the movers arrived to your home you did add a few things but we spoke to the movers and they agreed to go by the cubic footage you were estimated. Secondly, the representative that booked your move leaves the office at 5pm every night so she did call you from her cell phone. Thirdly, if you look at the estimate that you signed on 08/19/2020 it shows the delivery spread. We please also ask you to keep in mind you are going 2689 miles and that can not happen over night. (in contract not small print) DELIVERY WINDOWS: All Long Distance delivery services are made on a fluctuating basis, with an arrival time ranging between 1 to 21 business days from your first date of availability (The 1st date which you provided to your movers when you would be available to accept Delivery). From that date, we will be in the process of actively planning your delivery. Average delivery times are: 1-10 business days within the same coast, 3-14 business days East coast - Midwest and 7-21 business days for cross country (coast to coast) or remote location deliveries. You will be contacted by our dispatch department between 72 to 24 hours prior to your pick-up date, to confirm their time of arrival. The driver will be contacting you 12-24 hours in advance of his arrival The charge for storage handling is \$0.75 per cubic foot per storage entry, the charge for storage rent is \$0.50 - \$0.75 per cubic foot per month. All estimated time of arrivals are subject to change depending on many industry factors such as traffic, weather conditions, unforeseen mechanical problems or unexpected delays with prior deliveries scheduled before you. Note: We will not discount any account due to any delays listed above. Our company will keep the customer informed verbally with a new / revised ETA (Estimated Time of Arrival) depending on company schedule. So you were made aware of exactly how delivery works and if you look at the "pick up information" email that was sent to you on 09/13/2020 it also talks about delivery and how it all works: First Available Delivery Date (FADD) is the first date the carriers will start working on your delivery. The carrier does have the window of 3 to 21 business days to delivery from that FADD. Now we are not saying it will take them this long to deliver your belongings, but we do have to inform you of this information due to the DOT laws and regulations. We strive to follow up with the carriers and to keep you, the customer with all the information that we receive from the carrier, regarding the exact time of delivery of your belongings. We do not hid how delivery works because we do not want our clients to feel blindsided about delivery. We hope this helps clears everything up and Customer Service is still here to give updates as fast as we can.

**Customer Response**

09/25/2020

It funny how I FINALLY get a fast detailed response. I don't know whose replying but I have spoke with several different reps in which everyone has a different excuse. There still excuses. I wasn't informed of any of what your saying until AFTER the fact. Also today is now Sept 25th @ 3pm pacific time and I Still have Not received an ETA that was promised last week!!!! I was "giving extra space" I used the spaces that I intaiially was allotted ! The cross country move was told to your rep in which she told me my stuff would be there 4-5 days after it was picked up! My things were pick up 9/14 & from my knowledge it still hasn't been loaded into the truck as of 9/25. There no excuse. The no delay due to everything you listed. Your rep just want to make a sale and told me what I wanted to hear! I just triple check the time and date stamped email in which again you lied. \*\*\*\*\* was working with me during business hours at aroun 2:30-430 so the proof that she told me when my stuff would be here is time and date stamp!!!! I want and need an ETA more than this response. I have everything screenshots if you need them to help move this process along.

**New Era Relocation Response**

10/07/2020

\*\*\*\*\* First, no one lied. We have an internal system that logs all action made on everyone's account. Also every email that gets sent through the system has a time log. Please see attached pictures showing internal log and email log. The representative accessed your account on 8/19/2020 @5:22pm and the first email estimate was sent was sent on 08/19/2020 @5:37pm. Second, you received a copy of the first estimate on 08/19/2020 @5:37pm and did not sign estimate until 8/19/2020 @5:59pm which is over 20 minutes to read through the estimate showing you exactly how long delivery can take. With that being said yes in a perfect world with no delays you could have been delivered within the 4-5 day window but that is the best case scenario but the estimate explains the worst case scenario. You cant claim you didn't know how long delivery would take when you have access to the delivery spread for over 20 minutes to read through. And you have a 72 hour window that you could have used to read even further through the estimate to find everything out with enough time to cancel and receive a full refund. Thirdly Customer Service has been in contact with you with the most up to date information they can get. As on 10/6/2020 your delivery is set for this weekend. If there are no unforeseen circumstances you will be delivered this weekend. Customer Service will still be here to help keeping you with the best updates they can. The drivers will also call you when they get closer to your delivery destination. We hope this helps clarify things a little better for you. Have a great day! Please call customer service with any other questions.

**Complaint Type:** Delivery Issues    **Status:** Answered

09/07/2020

I hired New Era Relocation in March for my move from VA to MA they were careless and lost our items and have not been working to resolve the issue I hired New Era on 5/11 with a move date of 5/15. They did not show up on 5/15 and never called to say they were not coming. When I finally got a hold of someone they told us their drivers were behind and they were sorry they finally picked us up two days later and we left for MA after delivery we immediately noted that our dresser as well as several boxes were missing that included 3 bedding sets, books, kitchen glassware and dishes, pots and pans, family photos, our 500\$ ergo mattress remote and a box with our PS4, controllers, and 50+ video games. When we called to resolve this we were told they would look a week went by with no contact so I called again and was told they had found the dresser and one of the boxes. Then proceeded to hear nothing. Another week went by and then they proceeded to tell me I needed to file a claim before my items would be returned and that they HADN'T found them. Upon looking into filing a claim I was told they were going to pay for replacements based on the insurance I had purchased so I would be receiving pennies on the dollar for my items not because they were broken but received, but because they were careless and lost or delivered my items to someone else. When I told them I just wanted my items back they told me they would look again and then get back to me and I have still heard nothing from them. They told me to file a claim but to check for damage however I have an ergo mattress frame that can't be tested without the remote that they have lost, and the frame appears to have damage. When asked for guidance in this I was told to file the claim anyway and that I can only file it once so if there is damage to my bed frame I can't do anything about it?

**Desired Outcome**

Ultimately I want my dresser, which was an antique and family heirloom that we had just paid to refinish, as well as the other 5 boxes that are missing delivered. I have a bed frame That seems to be damaged that I can not even test without the remote they have lost. If it is completely not feasible to recover my items to me then I wish to be paid for their full value as this was truly just carelessness or refunded for my move as I am very disappointed in the service I have received.

**New Era Relocation Response**

10/13/2020

Hello, We understand completely on your frustration with having damaged and/or missing items and we never want to hear anyone having this happen during their move. But I would like to correct a few things in this complaint. You did receive an email stating your pickup would be on the 16th but also received a call from Customer Service stating that the truck was being delayed and you agreed for your pickup window to be extended until the 19th with a \$250 discount. You agreed to the delay. You were picked up and delivered very quickly. As far as claims are Customer Service has sent you how to file a claim on 3 separate occasions. In order to get any closer with the missing or damages items you must file a claim. This is why we have insurance. We never want to have to use it but this is the reason for it. As far as your bed and not knowing if it is damaged because you do not have the remote. It is considered damaged because it isn't operational. The movers have looked over and over but unfortunately they were unable to locate so you have to go through the claims. We are still here to help walk you through the claims process. We hope this helps this clears some things up for you. Again Customer Service is still here to walk you through the claims process. Thank you

**Complaint Type:** Problems with Product/Service    **Status:** Answered

08/17/2020

Scammed by this moving Company and cannot resolve issues with them. No reply from company. I hired New Era Relocation to move me from MN to FL. I gave them a down payment of \$1430.34 on July 14, 2020. My total estimate for moving was \$3360.28 after an up grade for more space of 605 C.F.. And I was told I would need a money order or cash of \$964.97 and another \$964.97 at delivery. My moving date was July 17, 2020. The moving company by the name of \*\*\*\*\* Co. Inc. came to pick up my belongings. New Era Relocation is a broker not a moving company with their own trucks and movers. I gave the the USP money order of \$964.97 and was told that I would have to have \$3815.00 at pickup. I told them no its not that much and they told me they had to make more space for my belongings. and charged me more for space. I came from a one bedroom apartment and surely didn't need extra space. They left and I tried to call New Era Relocations emergency number along with several other numbers they gave me to ask them about this no reply. I tried to contact them several times by phone, email and voice. No reply. My delivery came on July 28, 2020 and they asked me for the \$3815.00. They said they will not delivery the items until I came them the full amount. They were holding my items hostage until I paid up. I called the local Sheriff and the \*\*\*\*\* Co. Inc said they would take the \$3500.00 I had. They had my inventory down as 119 items and as they the items into my house stood there and counted each item. I had 77 items and questioned them about where my other 42 items where. They looked at me and ask to see the inventory page. The \*\*\*\*\* padded my inventory to make up for the space they charged me for. These two companies I think are working together because I cannot contact either one by phone, email or voice. Some of my items were broken, smashed and stolen. They need to be investigated and fined.

**Desired Outcome**

Consumers need to be aware of companies lilke this scamming people and holding their belongings hostage until they get paid. They need to be shut down and all license taken away from them.

**New Era Relocation Response**

09/08/2020

We understand your frustration but New Era Relocation is not a broker we are in fact a moving carrier. Looking at your paperwork it doesn't state the company name \*\*\*\*\* Family serviced your move. Now with that being said we do use workers from our sister companies all the time and one of them may work for both companies. What it does look like you did have more items on the inventory sheets you signed off to as well, and if you look in the estimate you signed it does states our price is based of an accurate description of all items and service needed. We also were able to get a discount of \$315 dollars off your balance. No one held your items hostage as you agreed to the price when the movers were there to pick you up. You were delivered on 07/28/2020, which is only 12 days after pickup. We understand you did have some damages and we are still here to help you through the claims process and will answer any questions you have during that process. Please keep in mind once you file your claim it can take up to 120 days for them to respond, but we are here to give you updates whenever you call. We hope this helps clarify things. Thank you

**Complaint Type:** Problems with Product/Service    **Status:** Answered



08/11/2020

New Era Relocation is in breach of contract and has potentially stolen my items. They have also overcharged for services. I moved on July 13th. The movers arrived in an unmarked van around 6pm to begin loading my things. After loading, they told me that I was over by 150 cubic feet. However, I calculated the exact cubic footage of all of my items via the manufacturer, and I was under my allotted cubic footage. They insisted that I was over. It's now August 10th--nearly a full month later. My items are yet to appear. I have called almost daily, and am often redirected or told my items are "on their way". The estimate they gave for a midwest move was 3 to 14 business days. However, we're now far beyond that. Their contract (attached below) stipulates that arrival occurs between 1 and 21 business days. After today, they will be in breach of contract with no stated recourse. If my items ever do arrive, which I have been told numerous times that they're being loaded or have already shipped--sometimes interchangeably--I will still have to fight with a mover about the actual cubic footage of all of my items, which, again, I have already calculated to be under their estimate. Additionally, from complaints on here, it seems that there are a lot of people with missing items that they've "lost". I have spoken on the phone with \*\*\*\*\*, \*\*\*\*, and \*\*\*\* repeatedly over the course of the past month regarding my move (\*\*\*\*\*), but have been stonewalled on all fronts. I have emailed them my own calculation of the cubic footage of my items, including direct links for all items to their manufacturers and their dimensions, and I have received nothing in response from them. I have not been updated on my own move, and have to call them to receive any information. It is currently August 11th, 2020, and it has been 21 business days since my move. For financials, I paid a \$336.35 deposit via direct payment, then was asked to pay \$500 in cash in person during pick-up. Those amounts are noted on the bill of lading that their movers gave me. I am only supposed to owe \$500 remaining, but was significantly overcharged to about \$1280 as a remaining balance.

#### Desired Outcome

I am seeking both a completion of the stated job and a refund for services rendered as New Era Relocation is now in breach of contract. I have been without items for a full month on a move that was sold to me as taking only 3 to 14 business days per their estimates in their contract. Their contract gives a maximum of 21 business days for delivery, with 24 hours' notice on delivery--I am yet to receive notice of delivery, so I am left to assume that they are now in breach of contract. As such, I am requesting that New Era Relocation waives the remaining \$500 of the contract as I have been significantly inconvenienced by their breach of contract.



#### New Era Relocation Response

09/04/2020

We understand your frustration but no one stole your items. You did get delivered on 08/15/2020, which yes was 4 days after the 21 business days, but the movers did take \$100 off for the inconvenience. Please understand with Covid-19 a lot of things have been changed to help with the spread of it. We have taken a lot of things into consideration with peoples safety. This unfortunately has turned into some delivery delays but did offer money back for the inconvenience. As far as the overages in Cubic Feet we can only go by what the customer provides and if there are any changes in any way. It is my understanding that a representative went over your paperwork and everything looked correct and you did have either more inventory or needed more services than what was described to us at booking and quality assurance call. We also went over your situation with the police officer you called the officer understood everything and said he didn't see any issues with your move. We are still here to help the customer in anyway if there are any damages or missing items. Please reach out to customer service. Thank you

**Complaint Type:** Delivery Issues    **Status:** Answered

08/10/2020

I am missing several boxes of my items and a very large ARMOIRE. Several items are damaged. They won't return calls and I am extremely upset. I had a move scheduled from \*\*\*\*\* VA to \*\*\*\*\* WI. The movers arrived at my home in \*\*\*\*\* VA on June 24th at 9am and they didn't finish till 9pm. The movers were very polite, but they did not speak English, which made it difficult to communicate with them. They arrived in a 26' Penske truck which was completely full, in fact my very large heavy mattress was the last item to go in and it barely made it in, and I did have to leave some storage containers behind that would not fit. I waited for 21 days for my items to arrive, in the mean time I called asking where my items were, and it was then that I found out that my items were unloaded in a warehouse and sat there until another move came along and that my things were now going to share a semi with someone else's things. so then my items were reloaded onto a semi truck and then when they arrived in Wisconsin or \*\*\*\*\* or who knows where my items were once again unloaded and reloaded onto another 26' Penske truck and deliver to my home. The problem then was that when they opened the truck it was only 3/4 of the way full, at that point I knew there was a problem, so I called to speak with someone only to get a voicemail then the mover contacted his boss (who was very rude) and he was like "everything in the warehouse was loaded for your delivery" and I said I don't think so as several boxes are missing including a very large box of lamps and an antique stool, an antique embroidered stool and a very LARGE ARMOIRE! I have tried calling only to leave messages and no return calls. They sent me something to file a claim but never heard anything back after the claim was filed. I fell as though this is just a nightmare of a company and I still don't have my items back and nobody can tell me where they are. My original quote was \$3500 and then the price suddenly soared to a whopping \$6500.

**Desired Outcome**

I want my missing items found and delivered to me, or I want monetary compensation for all missing items

**New Era Relocation Response**

09/04/2020

We understand your frustration and we never want to hear that there was any missing items. As far as your items going to the warehouse, we do this with every move. This is how we are able to give the size discounts we can because the deliveries end up being shared deliveries. We do have a claims department that once you file the claim the claims department has 180 days from that day to respond to the claim. Our customer service team is here to help with any updates you need during the claims process. You can email or call customer service to ask for an update. Please call customer service if you have any further questions. Thank you

**Complaint Type:** Problems with Product/Service    **Status:** Answered

08/08/2020

New Era Relocation failed to pick-up my household goods per our binding estimate and is refusing to refund my deposit. I booked with New Era Relocation on 7/10/20 to move household goods from \*\*\*\*\* AZ to \*\*\*\*\* MD. I paid the deposit and New Era in two installments totalling \$839.42. They biniding estimate was for pick-up from \*\*\*\*\* AZ with a pick-up window from 08/05/20 to 08/06/20 with delivery to \*\*\*\*\* MD. New Era did not arrive to pick-up my goods within the two-day window per agreement. Further, they are now refusing to refund my deposit. They have sent me a "refund release" which stipulates that they will refund my deposit only if I waive all rights to complain to the DOT, BBB, and or seek legal counsel. Further, they are stating that they have 30 days to refund my deposit despite no language in our contract that states this. I have tried to resolve this directly with the business via phone and email with no resolution.

**Desired Outcome**

I would like the deposit of \$839.42 refunded via original payment method.

**New Era Relocation Response**

08/11/2020

Hello, As stated in the emails you have received and the conversations you have had with \*\*\*\*\* we have stated we are willing to refund you but it is our lawyers that have stated we must have a release signed before we can issue any refund. We are 100% willing to refund you once that release is signed. We can offer to change the 30 days to one week after signing if that will help speed along this process. Please let \*\*\*\*\* know if you are willing to sign and we will make that change for you. Thank you

**Customer Response**

08/11/2020

I will not sign a "release" to receive my refund. You broke the contract by not showing up on the agreed move dates. You owe me a full refund. Refund my deposit immediately to prevent legal action.

**New Era Relocation Response**

08/11/2020

Hello , I understand you are frustrated with what has happened but this is just an estimate and with Covid-19 and it being long distance moving unfortunately dates can change and it get pushed out. When speaking with our customer service team you did agree to have the movers come out the following day over the phone @1:19pm on 8/6/2020 but then called back in @6:50pm on 8/6/2020 you called back in to cancel. With that being said because you did agree to have the movers come out the following day but then cancelled we could have taken that as a refusal of service but we did not and have agreed to refund you 100%. However, per our company attorney we have to have every refund we process sign a release. If you sign the release we have no problem giving you your refund within 7 days after signing, and with all likely hood we would be able to refund you within 48 hours of signing. We do not want to keep your money in any shape way or form but the release has to be signed. This is the same across the board for everyone. Still willing to change the release to 7 days after signing and refund you in full. Thank you

**Complaint Type:** Problems with Product/Service    **Status:** Answered

07/27/2020

We were overcharged by improper loading of the truck and we had to supply packing materials that should have been provided with the Platinum service. 5/13/2020 \$1441.88 deposit by CC Sales Rep \*\*\*\* from \*\*\*\*\* who assigned our job to New Era RelocationReference NO \*\*\*\*\*. 6/9/2020 \$1833.36 by CC 2nd down payment as inflated our load - \*\*\*\*\* 6/12/202 \$2984.13 check at pick up 6/16/2020 \$2984.13 cash before unloading We were overcharged by improper loading of the truck and we had to supply packing materials that should have been provided with the Platinum service. (More details in attachment.) We ended up paying almost double the original estimate, and the bill of lading when compared with the last estimate, shows a number of discrepancies. An example of this: we were told we would need 100 boxes of various sizes: 10 box small/book, 10 box china dishes; 20 large boxes, 50 boxes medium and 10 more small for a total of 100 boxes. The final bill of lading shows we only had a total of 44 boxes loaded onto the truck and only 5 were listed as large leaving the rest in the small and medium category. We did not add other items but did remove a coat rack, a cross bow, a shoe rack, 1 paper shredder, and the two lamps and sofa table which we were forced to leave behind due to the fact that there was no more room on the truck. Also, many items mentioned in the last estimate were put in boxes and thus were counted twice. These, of course, are not listed on bill of lading as they were in the boxes. We asked about this at the time of the last estimate, but were told we would be refunded if over, and it would be better to be sure they had the right size truck. So how did the final bill of lading come out at 2200 cubic feet when the last estimate that had already been well padded came in at 1974 cu ft. We now believe this was inflated as well based on box count. The final estimate said we had 294 pieces but the bill of lading shows only 135 pieces. That is a difference of 159 items of which 56 would be for boxes and the rest for items that were put in the boxes. We asked for them to put the items from the final bill of lading into their system they use in determining cu ft. needed but they refused. The second reason we know we were overcharged is that a full truck left NH and only 3/4 of a truck load arrived in NC on the same truck. This shows that the truck was not loaded properly and thus items had to be left behind as they couldn't fit. Somewhere along the way, they repacked the truck and made room at the back in order to put someone else's belongings on the truck. Then, they delivered them before coming and dropping off our stuff. We asked personnel, all the way up to their GM, to check where the truck went before ours was delivered and what that cf was. The loaders, when at our home, admitted they had dropped stuff off in route to our home. But that information wasn't available. The other major issue we want to note is poor communication on the part of the moving company. We were told different things by different people along the process which left a big trust issue and a lot of emotional distress. We have given the company many opportunities to address our concerns. After getting nowhere with customer service and getting them to understand the logistics regarding the six feet of extra cubic footage at the back of the truck, we talked to the GM. We had to talk to the GM because customer service said our stuff was taken to warehouse, put on semi and then onto another truck that came to our place in NC. In NH we took pictures of truck and plate and it was the same truck that arrived here in NC. The GM looked at routing and agreed it was the same truck. He asked for a couple of days to check with owner, check on the loading and said he wanted to earn our trust back. However, we never heard back from him. We waited another two weeks and again called the GM. He couldn't remember our previous conversation, and couldn't find his notes. I recapped for him what I have already mentioned above. To be continued in supporting documents.

#### Desired Outcome

Our contention is that we should be reimbursed for that cubic footage not used, for replacement costs for the items we had to leave behind, as well as damage done to our former home, also to our current place of residence and broken items. We are filing a damage claim but not sure we will get anything back. We would also like the company to commit to training their workers to reach the standards they advertise and to be honest and above board with their clients. Also, to respond to customers in a timely fashion.



## New Era Relocation Response

08/11/2020

New ERA understands the customers frustration , and we are willing to go over the bill of lading and inventory manifest for the customer this information has been requested from our moving team . The customer signed and agreed to an estimate for 1209 cf originally . Quality Assurance is just a courtesy we offer to all of our customers , just to ensure the inventory is correct before the truck arrives . Through Quality Assurance the customer added an extra 765 cf which then took space from another customer scheduled for the same truck on the same route . Once quality Assurance was complete , and the customer agreed that they wanted the extra inventory to be loaded , and the schedule for the truck was changed to accommodate. The customer had a platinum pack for a 1.00 per cube for 1974 cf . Under the customers instruction , the customer asked for our movers to wrap her belongings in towels , blankets and sheets because she felt the packing material the team used that day would not protect her shipment well enough . We understand that moving can be stressful, we have a full customer service team available along with an emergency line for our customers to call while the move is actually happening . The customer did not contact our team , and also signed and agreed to the bill of lading and the revisions the day the move took place . Customer Service then continued to work with the customer , we offered our assistance in reviewing the paperwork , and also offered the customer compensation just because we valued them . The customer refused to accept the 700.00 we offered . We have also sent the claim information for the reported damages , we suggest that if the customer does not agree with the bill of lading , inventory manifest , or the packing charges to dispute this through a claim department . The claim takes 120 days to fully process we suggest the customer notify our customer service team once the claim is complete we are still willing to work with the customer to meet a mutual , reasonable understanding .

## Customer Response

08/12/2020

This response is NOT acceptable. It doesn't address many of the issues we have brought up and they continue to admit no fault. After all we signed the documents. The only thing we are guilty of is believing them and following the advice of those working for them from the Sales Rep, Customer Service (CS), Quality Assurance (QA), GM, and moving team We have been asking them for a long time to take the bill of lading and put it into their system to see what figure we should have been quoted and also to compare it with what \*\* did. We were told they couldn't do that. They say they are waiting for that information from the moving team. We know that CS has the bill of lading as we were required to email them a copy the day of the move. We were never told that quality assurance was a courtesy. It was part of the process we had to follow and it could only happen a couple of days before the move. We had tried to get CS to change our order weeks before but were told we had to wait until quality assurance called. We weren't the ones that figured out the inventory list as far as how many boxes were needed. We stated exactly what we had and G\*\*\* told us this is the figure. Yes, we signed the paper as only two days till the move and we had already invested almost \$1500 as a down deposit that wasn't refundable. We, in ignorance, trusted their employee. He admitted that they pad the figures to be sure there is enough room on the truck. Little did we know how over padded he made it. He figured we needed 100 boxes of various sizes which I have quoted in a previous email. Even some of the items that he listed separately were put in boxes. In total they put 44 boxes onto the truck and only 5 were large boxes (G\*\* quoted 20 large). QA said we had 294 pieces on the inventory. However, the truck only loaded 135 pieces and left about a half dozen things behind as they wouldn't fit on the truck. Overestimation of boxes needed and listing items separately that would go in boxes makes up that difference. We did not ask them to use our towels, blankets, and sheets for wrapping and we have addressed this issue with customer service. The boss M\*\* asked if they could pack in our totes (They didn't have enough boxes with them- so it appears even they knew we wouldn't need 100.) We went downstairs and found them wrapping our things with a tote of sheets we had set aside for Goodwill and put under a stair well and told those didn't go. At that point we said if you need to use our materials as packing, please use the ones we are taking with us and not the ones we are leaving here to give away. They did not bring any packing materials to wrap breakables like dishes, knick knacks, etc in. But it appears this is the story they are telling customer service and CS choose to believe the workers (who could lose their jobs) over us. CS is also mixing up comments. The comment about not packing our stuff carefully was made by us to customer service regarding how we saw the movers tossing things in boxes and putting breakables on the bottom. At that point without saying a word to the packers, we got our own bubble wrap and other materials and boxes and wrapped up 4 boxes of our valuables. The boss of the move M\*\*\* walked through the house. He did not as the paper mentioned adjust our quote. He said he waits and sees what is on the truck and then bills

accordingly. We expected to see empty space. We were not presented with the bill of lading until everything was on the truck. M\*\*\* kept us busy with paper work while the loaders tried to get our table on an already (according to them) full truck. They told us they were on their way to another job. We thought perhaps they were picking up another rental truck, but it appears that after they left our place they repacked our load and had 6 feet of empty space all across the back which they filled with another client's goods. No, we didn't call their hotline and it wouldn't have made any difference as we had to try it later (and have also seen comments of people who tried the day of) and got no response. As I have mentioned in earlier for the most part correspondence CS or the GM doesn't respond to messages as promised or in the time frame promised. Besides if we didn't pay what would the driver do - dump all our stuff in the yard or take off and put it in storage and hold it hostage? We truly believed the truck was full - so guilty again of trusting that the truck was packed tightly and this is what we owed. When the workers dropped off our stuff they admitted to having made a delivery prior to ours. We asked CS to check how much was dropped off on that delivery - but no, they don't have access to that information. So two families paid for the same space on the truck. All we can think of is that the truck was packed with lots of space in the middle where we couldn't see. Oh, it would have been worth it to hire someone to watch the truck being packed and take photos/video of the process. In hindsight, we see the original quote by R\*\*\* was probably more accurate and even though we added some items we took off major ones like a riding lawn mower, treadmill, freezer, a car seat, and a night stand. Again the number and size of boxes made a significant difference. We even tried to get customer service to tell us the size of the different boxes ahead of time so we could have a better estimate and they said they didn't have that information and R\*\* and G\*\* with their vast experience assured us this is what you will need. As to reviewing the paper work with us, that has not happened. We have shown them the discrepancies. They told us because we signed the second estimate that we have to pay for that space even if we didn't use it. G\*\* of QA told us better to be over and we would be refunded if we didn't use it all. Our first communication when customer service called after our move was that they wanted to make things right so we wouldn't file a bad review. They offered us \$500 and then upped it to \$750 - not because they valued us but to make sure we wouldn't file a bad review. We felt that wasn't sufficient compensation for their overcharging on space and not bringing packing materials. We were put through to the GM who was going to talk to the owner - but his suggestion was take the money and run. We never heard back from the GM so tried several times before getting him - he also doesn't return calls. He told us at that point to give him a couple of hours and to call head of customer service and they would have an answer for us. We tried at that time and throughout that day and the following days. We even left a voice mail that they were leaving us no choice but to report them. We even sent them a copy of the complaint we filed with BBB. After the complaint was filed they finally called us and we were told they would talk to finance and see what they could offer us and get back to us that afternoon. Again we told them of the issues. The following week we heard back by email. After speaking to finance we have collectively come to the conclusion that we can not offer you any type of compensation. I do understand that this can be frustrating but after looking at all the paperwork, everything was correct and this job was serviced accordingly. If you have any other questions or concerns please let me know. Our response to them: (We are still waiting to hear back.) We would like to know what paperwork you looked at as the paperwork we have especially the bill of lading is inconsistent with what we were charged. We would like to know the process and documentation you used to come to your conclusion. Also, who is the "we collectively" that came to that conclusion? We really can't trust what anyone there says as people have consistently gone back on their word, so that is why it is important to actually have the facts of how you conducted your research. It does appear that the customer's research was not considered or believed. We have been honest and above board with you throughout the entire process. We will be expecting a response to this email. Yes, we do have a complaint form. We were told to take our time filling it out for damage done to property on both ends as well as damage to items. We are still unpacking and taking pictures to document our claims before filing. We were never told that we could dispute the bill of lading, inventory manifest, or packing charges on this form. It is unclear why they state once we file with complaint department we should notify the CS team as the CS team has not helped us resolve the issue. New ERA also states they are still willing to work with us to meet a mutual understanding. In their comments above New ERA states they will not offer us any compensation. We can notify them if we have any other concerns or issues. So what they are telling you and what they are telling us appears to be two different

**New Era Relocation Response**

09/14/2020

We did a call \*\*\*\*. Walked through \*\*\*\*\*'s issues line by line and New Era Relocation came to the agreement to refund her \$1000.00 to resolve any issues and to assist her with her remaining claim forms that she does need. \*\*\*\* agreed to this and all parties are happy. (The consumer indicated he/she DID NOT accept the response from the business.) First, New Era Relocation did call on September 8th, but did not walk through our issues line by line. Yes, we agreed to take their payoff, but S\*\* neglected to tell us all the things we had to sign off on to get the money. Yes, they agreed to send the documents that we needed to file insurance, but as of today we have not received them. Once we sign their non disclosure agreement, and give up our all our rights, there is no reason for them to follow through on providing the documents that we need for insurance and our 3 months for claiming insurance is almost up. We emailed them to let them know that we would not be signing anything until they fulfilled their commitments, because otherwise we wouldn't get the paperwork we needed. This decision is based on our previous interaction with the company.

**Complaint Type:** Delivery Issues    **Status:** Answered

07/14/2020

No one will answer the phone or respond to emails in order for me to file a damages claim. I had a delivery on Sunday and there was damage to my furniture. I have emailed and called and left messages several times. No one answers the phone or responds to emails or messages. I need to file a claim.

**Desired Outcome**

I want to file a a damages claim per the contract

**New Era Relocation Response**

08/11/2020

We understands the customer frustration with the move and having damages. This is something we never like to hear about but this is why we have insurance and what the claims process is for. With that being said we did send the customer all the claims information to file for any damages but it can take up to 120 days for a claim to process. We also did give the customer a partial refund. That refund was done on 07/27/2020 We are still here to help the customer with the claims process and if they wish to call in and ask for updates we have no problem getting them updates. Thank you

**Complaint Type:** Advertising/Sales Issues    **Status:** Answered

07/11/2020

This company should be researched for Deceptive Trade Practices. "I am hoping to expose/report moving company New Era Relocation - Business DOT #\*\*\*\*\*; MC #: \*\*\*\*\* for Fraudulent and Deceptive Business Practices. New Era Relocation provided us with a estimated written quote via email on 5/4 in the amount of \$5,881.14 for our move from \*\*\*\*\* , OR to \*\*\*\*\* FL. They had required us to remit a \$1,881.14 "good faith" down payment which was defrayed via credit card the same day. The estimate was binding in terms of the estimated "cubic volume" assumed in the agreement for 973cf for a total of 41 items and 109 pieces. All dimensions and items were measured and confirmed via phone conversation before the pickup on June 8th and there were no changes to our estimate. When the movers arrived on June 11th, they packaged and loaded all our items onto a 26-foot straight truck and then told us that we had occupied 1,700 Cubic Feet in volume and thereby changed the pricing to \$10,900 after the items were fully loaded onto the truck. Since we were closing on our property on June 12th, we had no choice but to continue to allow them to handle our move and were forced to present them with a cashier's check for \$5,235 and the remaining balance to be paid on delivery with a contract stating the shipment would take 7-21 days. After several attempts to contact New Era during the allotted period, they finally confirmed the items were picked up from \*\*\*\*\* on June 22nd and that we would receive shipment in 7-8 days. On June 30th, we learned that the items would be available for delivery on July 2nd (day 22), but there would be an additional charge of \$900 for having to unload our items from a 53' semi truck onto a 26' straight truck. They also said there was an additional \$75 fee since they had to use our elevators. When we mentioned that we wouldn't be paying for their failure to properly plan the move according to their estimate (we provided the address to them prior to their pickup in Oregon on June 11th), they mentioned that they would HOLD OUR ITEMS IN STORAGE UNTIL WE PAID THEM IN FULL AND WOULD TAKE POSSESSION OF OUR ITEMS UNLESS FULL PAYMENT WAS RECEIVED IN CASH AT THE ARRIVAL. The movers were accommodated with an air conditioned loading bay, full access to our service elevator and a short 40 foot walk from the elevator to our unit. The movers even commented that the move was far easier than was their normally accustomed to. Upon examination of our items, we noticed that several items were damaged, destroyed and missing. I am currently submitting a copy of this complaint, as well as the items that have been damaged directly to them. This type of DECEPTIVE BUSINESS PRACTICE needs to be exposed and alerted to the general consumer for several Fraud and considerable "Bait and Switch" examples. Their method for conducting business should not be legal and their reputation will be banished through all social media outlets that I can find. After all was settled our \$5,881.14 ended up costing \$11,935.00 Please contact me should you need further information.

**Desired Outcome**

I am seeking reparations in the amount of \$6,052.86 which is the difference of what was quoted in our estimate and assumed based on extensive photos, dimensions and verified lists of items scheduled to be moved. I am not an expert at moving and trusted the experience of a "Professional Moving Company" to ensure appropriate estimated charges. The fact that our "actual" and finalized bill came to DOUBLE of what was estimated and there were no additions to our listed items that were moved proves that New Era Relocation is using deceptive business practices to blackmail individuals once your possessions are loaded onto their trucks.



**New Era Relocation Response**

07/31/2020

Hello, New Era Relocation understands your frustration but if you look at the contract \*\*\*\* signed it states if you have more items and inventory your price can change but you are locked in the price per cubic foot, which was \$5.50 per cf. You also had a full packing service @ \$1.00 per cf as well so when \*\*\*\*'s cubic footage went up so did the packing cost. The movers can't move more items for the same price as it is taking up more space that could have been used for another customer. Looking over the contract that \*\*\*\* signed at pickup he indeed had more items then expressed during the original booking and Quality Assurance call. We offer a quality assurance call a few days before the movers arrive to ensure the inventory is accurate and so there will be no surprises. New Era Relocation did this call on 06/08/2020, 2 days before pickup, and at that time \*\*\*\* took a few items off and replaced them with some others. Our Quality Assurance Manager did go over everything with \*\*\*\* in detail and explained what would happen if he added more inventory when the movers arrived. \*\*\*\* understood and no major adjustments were made. Now when the movers got there \*\*\*\* did in fact add more items then expressed to my representatives so his price went up. No one at New Era forced \*\*\*\* to sign the contract he could have refused and sent the movers away at any time he did not agree with the price. New Era Relocation does not hide anything in our contracts and our representatives do not leave items off on purpose or mislead the customer in any way. We explain everything in our contract with very good detail. Now with that being said if there are damages to any items \*\*\*\* can file a claim for all damages and get reimbursed for those damages no problem. We did send \*\*\*\* the claims information and will check in on the status of his claims. It does take up to 90 days from the date the claim was filed for it to be processed. We are still here willing to help \*\*\*\* through the claims process and any other concerns he may have. Thank you

**Complaint Type:** Delivery Issues **Status:** Answered

06/16/2020

This company was hired to move our home items from FL to Texas. It is now my understanding that this is a brokerage firm that hires movers. We were advised and per our contract that our items would arrive in 21 days. Too date we have not received our items and all companies involved have become unresponsive. After giving us multiple delivery dates and not following up. New Era Relocation obtained a deposit.

**Desired Outcome**

We would like all of our items delivered per the contract, and to be contacted by the company. If there is an issue with our items, then the company needs to notify us immediately to advise if other steps are needed.

**New Era Relocation Response**

07/07/2020

\*\*\*\*\* has been delivered within the 30 business days allotted per the DOT delivery spread and she did receive a \$200 discount from the movers to help with any delivery concerns. We have been in communication through email during the entire process of her move. With Covid-19 deliveries have been delayed and we wish we could make deliveries happen as soon as the customer wished but she was delivered in her time frame and still received a \$200 discount. We are still here help \*\*\*\*\* in anyway with any questions she may have now that she has been delivered. Thank you

# Exhibit H



J. Arlen Spinner &lt;retjcc@gmail.com&gt;

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**RR3367211**

21 messages

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**J. Arlen Spinner** <retjcc@gmail.com>  
To: Sammi G <sammi@newerarelolc.com>  
Bcc: "J. Arlen Spinner" <retjcc@gmail.com>

Fri, Dec 4, 2020 at 4:57 PM

Re: RR3367211

Good afternoon Sam,

We have closed on the purchase of our new home as of today and we are prepared for delivery any time starting December 10, 2020.

I have the necessary funds ready to pay the balance (\$4,500.00) as well as the storage fees (50 cents per cubic foot x 3200 cf).

The delivery address is [REDACTED] 11779, which is a single family residence.

Please let me know of the dispatch status as well as an approximate date when delivery can be expected.

Enjoy your weekend.

Yours respectfully

Jeffrey Arlen Spinner

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**Sammi G** <sammi@newerarelolc.com>  
To: "J. Arlen Spinner" <retjcc@gmail.com>

Mon, Dec 7, 2020 at 4:13 PM

Hello Jeffrey

I have updated your delivery address and let the movers know you are ready for delivery. Delivery can take up to 14 business days from your First Available Delivery Date which is the 10th of december. When your belongings are loaded you will receive a call to confirm that you are ready for delivery.

[Quoted text hidden]

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**J. Arlen Spinner** <retjcc@gmail.com>  
To: Sammi G <sammi@newerarelolc.com>

Mon, Dec 7, 2020 at 7:31 PM

This should be fine. My cell number is 203-298-2929.

[Quoted text hidden]

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**Sammi G** <sammi@newerarelolc.com>  
To: "J. Arlen Spinner" <retjcc@gmail.com>

Tue, Dec 8, 2020 at 12:04 PM

Great, thanks!

[Quoted text hidden]

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**J. Arlen Spinner** <retjcc@gmail.com>  
To: Sammi G <sammi@newerarelolc.com>  
Bcc: "J. Arlen Spinner" <retjcc@gmail.com>

Mon, Dec 14, 2020 at 3:02 PM

Good afternoon,

Any word as to where we are in terms of delivery?

Thanks and enjoy your afternoon.

JAS

[Quoted text hidden]

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**J. Arlen Spinner** <retjcc@gmail.com>  
To: Sammi G <sammi@newerarelolc.com>

Mon, Dec 14, 2020 at 3:58 PM

Please call me today at 203-298-2929 regarding delivery  
[Quoted text hidden]

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**J. Arlen Spinner** <retjcc@gmail.com>  
To: Sammi G <sammi@newerarelolc.com>  
Bcc: "J. Arlen Spinner" <retjcc@gmail.com>

Fri, Dec 18, 2020 at 10:27 AM

Good morning,

Where do we stand in terms of the delivery of our furniture? Please advise today. Thank you, enjoy your day.

JAS

[Quoted text hidden]

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**Sammi G** <sammi@newerarelolc.com>  
To: "J. Arlen Spinner" <retjcc@gmail.com>

Fri, Dec 18, 2020 at 11:22 AM

Hello Jeffrey

Delivery as of right now is confirmed by the end of the weekend. You will receive a call 24 hours before they carrier shows up for delivery.  
[Quoted text hidden]

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**J. Arlen Spinner** <retjcc@gmail.com>  
To: Sammi G <sammi@newerarelolc.com>

Fri, Dec 18, 2020 at 11:33 AM

Ok. Final balance should be around \$10,525.00 or thereabouts.  
[Quoted text hidden]

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**J. Arlen Spinner** <retjcc@gmail.com>  
To: Sammi G <sammi@newerarelolc.com>

Fri, Dec 18, 2020 at 11:36 AM

Should we expect Saturday or Sunday as a more likely delivery date?  
[Quoted text hidden]

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**J. Arlen Spinner** <retjcc@gmail.com>  
To: Sammi G <sammi@newerarelolc.com>

Fri, Dec 18, 2020 at 12:18 PM

Sunday would be far better for the movers in terms of our local weather  
[Quoted text hidden]

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**J. Arlen Spinner** <retjcc@gmail.com>  
To: Sammi G <sammi@newerarelolc.com>  
Bcc: "J. Arlen Spinner" <retjcc@gmail.com>

Sat, Dec 19, 2020 at 8:31 PM

Dear Sam,

I have only just now (7:40 pm on Saturday night) heard from the movers that they would like to deliver sometime tomorrow. They are also demanding payment of \$15,582.00 (in cash) for the move and storage which is clearly and

obviously an incorrect amount.

Since my wife and I had not heard from the movers (and no one in your office responded to our many telephone messages left over the preceding six days), I did not yet withdraw the cash from the bank (it simply is not safe to have that much cash lying about) and unfortunately at this hour I now cannot do so before 9:00 a.m. on Monday morning.

A further complication is that I have certain commitments for legal matters which require my presence in Connecticut on both Monday and Tuesday and it appears that I cannot take delivery until 4:00 p.m. on Tuesday December 22. Unfortunately these are court ordered commitments which require my personal appearance and my wife is unable to take off work on Monday on short notice.

According to our records, which are meticulous, the total balance due for both the move and the storage is \$10,542.00. In addition, last week two different people in your office separately and independently advised my wife that the total balance due for both the move and storage was \$10,542.00, to be paid in cash or US Postal money order. Finally, I have brought up the matter of the balance due on numerous occasions in many emails and telephone calls and have been led to understand that the balance of \$10,542.00 is the correct total amount due.

Your office must straighten all of this out and confirm with the movers that the correct balance due is \$10,542.00.

We are now and always have been ready, willing and able to pay the \$10,542.00 balance and will be able to do so after 9:00 a.m. on Monday morning.

As an aside, this is the second time that someone has tried to hit us up for an additional \$5,000.00 that is absolutely not due and owing. Last time it was an "added delivery fee" which your office agreed was not due and owing.

Please address this matter immediately upon your receipt of this e-mail (which we expect will be on Monday morning) so that we may pay the balance (in cash) and receive delivery of our furniture and personal effects on Tuesday December 22 at 4:00 p.m. We can also receive delivery on Wednesday December 23 at 9:00 a.m. though Tuesday is preferred.

Thank you for your anticipated attention.

Yours respectfully  
JEFFREY ARLEN SPINNER, ESQ.  
SALLY ABEL SPINNER, ESQ.  
SPINNER & SPINNER P.C.  
P.O. Box 7  
Lake Grove, New York 11755  
Tel. (631) 830-9119  
Cell (203) 298-2929  
[Quoted text hidden]

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Sammi G <sammi@newerarello.com>  
To: "J. Arlen Spinner" <retjcc@gmail.com>

Mon, Dec 21, 2020 at 4:12 PM

Hey Jeff

As we spoke this morning I was waiting to get some answers for you. So based off the paperwork that I received, it looks like you had 4200 CF not 3200. I have attached this below. You are being charged at not .50 per cf but .35 per cubic feet for your storage and you had 3 months of storage with a prorate of a half of a month. Breakdown is as listed below.

Remaining balance owed \$10,542.00  
3x month storage at rate of .35 for 4200cf = \$4410.00  
Prorate of storage half month = \$735.00

Total storage 5145.00

Customer getting charged \$5040.00  
[Quoted text hidden]

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IMG\_3890.jpg  
283K



J. Arlen Spinner <retjcc@gmail.com>  
To: Sammi G <sammil@newerarealolc.com>  
Bcc: "J. Arlen Spinner" <retjcc@gmail.com>

Mon, Dec 21, 2020 at 5:31 PM

Our load simply cannot be 4,200 cubic feet, that is an absolute physical impossibility.

The maximum capacity of that particular 53 foot trailer is no more than 3,240 cubic feet (this is according to the trailer's manufacturer, I contacted them with the trailer VIN that I copied off the plate), if the trailer is filled all the way to the roof and to the back doors. In our case, there was about 1 1/2 to 2 feet of empty space at the back when they shut the trailer doors so my load is probably between 3,000 and 3050 cf. It simply is not possible to put 4,200 cubic feet of anything into a space that only occupies 3,200 cubic feet. Even a simple Internet search shows the maximum capacity of a 53 foot box trailer to be no more than 3,280 cubic feet.

I addressed this issue in a very detailed letter that I sent to Max back in early August, after I had researched capacity and had contacted the manufacturer.

The paperwork that you likely reviewed was prepared by Thomas, the driver, without my input. After the trailer was loaded, he told me that my goods were 1,000 cubic feet more than the estimate of 3,200 cf, he gave me no proof of this, refused to tell me how he came up with this number and said there could be no argument, it was his estimate and Gavin (or Garin) was wrong. He refused to put me in touch with Max though he was apparently speaking with him at the time. At the time, Thomas also demanded that I pay, albeit unsuccessfully, an extra \$2,000.00 in cash from me (over and above the \$4,500.00 that I had already paid with US Postal Money Orders). His 4,200 cf estimate is not truthful, particularly since it exceeds the trailer's physical capacity by 1,000 cf. This "final" amount violates applicable US DOT regulations as well as various parts of Title 49 of the US Code. Frankly, it also violates a number of Federal and state (NY) criminal statutes as well.

All of this occurred after a two day delay in the movers even showing up (they claimed there was truck trouble) as well as (1) the packing crew not even showing up until 8 pm, (2) only 2 men showing up the next day, (3) Thomas leaving "to get boxes" at Lowe's 4 miles away and being gone for over 4 hours while the other men hung around doing nothing, (4) the crew leaving several closets unpacked because they stopped work, got paid and left at 10 pm, and (5) the crew leaving a mess behind including pizza boxes, trash, empty tape rolls, empty bottles and empty chewing tobacco tins all over the house. This required me to return the next day (instead of leaving for NY as scheduled) to clean up the mess that they left, finish packing the closets that they left undone, pay for removal of the trash that they left behind and finally, to put the closet items into a rented trailer to drive them back north. These "delays" by your employees cost us a substantial amount of money (over \$3,500.00) when we were unable to vacate the house as agreed with the buyer (Jen was aware of this at the time and she assured me that we would receive either reimbursement or credit for it, obviously that has not happened).

Once again, when we talked of delivery last time around, Thomas told me that there was a "re-delivery charge" of \$4,000.00 (which could only be paid in cash) to take my things from storage and deliver them to my home (this was never disclosed nor discussed and you agreed at the time that it would not be charged).

You should be aware that Thomas did not give me any copies of the Bill of Lading, Inventory or other documents, which is in clear violation of US DOT regulations and Title 49 US Code.

The final estimate of load capacity was prepared by a gentleman whose name, I believe, was Gavin or Garin. While the original estimate was 2300 cf, he went over it with me in detail and I supplied him with about 40 detailed photos which clearly showed all of the furniture, boxes, closet contents etc. He increased it (with my approval) to 3,200 cf and told me that it would fill one trailer. At that time I also paid an additional deposit.

Also, there should be no pro rate of storage for half the month. Several months ago, you advised me that storage fees stopped running as soon as I requested delivery, even if it took a few weeks before delivery. In this case, I requested delivery on December 4 so it should end then.

The load is not more than 3,200 cf and it is probably slightly less. If storage is charged at \$0.35/cf then three months would be \$3,360.00. If storage is charged at \$0.50/cf, then three months would be \$4,800.00. Add the storage fee to \$4,500.00 (the remaining balance due on the move) and the final balance due is either \$7,860.00 or \$9,300.00. Even so, I am prepared to pay the amount of \$10,542.00 and accept delivery tomorrow at 4:00 p.m.

Please review and confirm.

[Quoted text hidden]

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J. Arlen Spinner <retjcc@gmail.com>  
To: Sammi G <sammi@newerarelolc.com>

Mon, Dec 21, 2020 at 7:19 PM

As a follow up to this...I just spoke with my wife. She spoke with Jessica last week who confirmed that the balance for the move itself is \$4,500.00 plus storage at \$1,600.00 per month for three months (3200 cf @ \$0.50/cf).

[Quoted text hidden]

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J. Arlen Spinner <retjcc@gmail.com>  
To: Sammi G <sammi@newerarelolc.com>

Tue, Dec 22, 2020 at 10:55 AM

What is going on with this? Please let me know ASAP

[Quoted text hidden]

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J. Arlen Spinner <retjcc@gmail.com>  
To: Sammi G <sammi@newerarelolc.com>

Tue, Dec 22, 2020 at 2:33 PM

I've still not heard back from you so I presume delivery will be tomorrow morning after 9.30 am

[Quoted text hidden]

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J. Arlen Spinner <retjcc@gmail.com>  
To: Sammi G <sammi@newerarelolc.com>  
Bcc: "J. Arlen Spinner" <retjcc@gmail.com>

Tue, Dec 22, 2020 at 2:46 PM

Dear Sammi,,

Our furniture and goods totalled no more than 3200 cf, confirmed by Jessica among others. The storage charges were based upon 3200 cf and the trailer's maximum capacity was 3280 cf, as confirmed by the trailer's manufacturer, using the VIN. Also, Gavin (or Garin) confirmed, after reviewing scores of photos and a full inventory, that a 53 foot 3200 cf trailer would be sufficient.

We are prepared to pay the total balance due of \$10,542.00 upon delivery. At this point in time, we expect this to be confirmed with delivery at 9:30 a.m. tomorrow.

Please be reminded that the failure of the driver at pick up to provide a Bill of Lading violates DOT regulations. Furthermore, the claim that our items occupy 4200 cf is not only erroneous but could be seen as both fraudulent and criminal.

[Quoted text hidden]

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Sammi G <sammi@newerarelolc.com>  
To: "J. Arlen Spinner" <retjcc@gmail.com>

Wed, Dec 23, 2020 at 2:32 PM

Hello Jeffrey

Unfortunately The GM of the mover is not available until monday. Worst case if the movers were wrong they can write you a check. But seeing that you signed for the estimate I really cant fight this by myself and I need a few pieces of information from the foreman. Our offices will be closed tomorrow through the 27th. If you need any assistance on pick up please call 941-417-4827. I really want to get this squared away for you I just need to go through the process correctly.

[Quoted text hidden]

J. Arlen Spinner <retjcc@gmail.com>  
To: Sammi G <sammi@newerarelolc.com>  
Bcc: "J. Arlen Spinner" <retjcc@gmail.com>

Wed, Dec 23, 2020 at 3:20 PM

Sammi,

I am not sure that I understand what you mean by saying that I "signed for it." I certainly did e-sign the 2,300 cubic foot estimate from Ryan (on July 17, I believe) and, on July 29, I e-signed the 3,200 cubic foot revised estimate from Garin Combs (which was created only after his review of the written inventory together with detailed photographs of each room, each closet and each piece of furniture). The document that you sent to me a few days ago does not have my signature on it anywhere that I can see. It does, however, appear to contain a full inventory of my property.

However, as I have explained on a number of occasions, according to Wabash, the interior volume of the 53 foot trailer that was used here, as identified by its unique VIN, does not exceed 3,289 cubic feet. Moreover, the trailer was not quite full (there was between 1.5 and 2 feet of space at the rear) and so any claim or assertion that my goods occupy 4,200 cubic feet is absolutely false and fraudulent.

As your driver should also be able to tell you, I did not, at any time, agree that the load was anything greater than 3,200 cubic feet and we had quite an argument about it at the time.

Furthermore, I never received a Bill of Lading or Inventory at pickup which, as we both know, is a clear violation of DOT regulations (I was told that no copies were available at the time, only the original, which had to remain with the truck).

As near as I can understand, what you are saying is that in order to receive delivery of my goods which occupy 3,200 cubic feet, I must pay the tariff for 4,200 cubic feet and then wait to see if I will obtain a refund. If I do not pay the additional \$5,000.00, then you will hold my property and refuse to deliver, correct?

What assurance do I have that my property is safe and undamaged? Despite many inquiries, no one has been willing to provide me with the location of my property and I have been led to understand that it may be in North Carolina, New Jersey or New York.

It would seem that it is rather late to begin the delivery process today as it is already well past 3:00 p.m. but I am at a loss as to where to go from here. This whole business amounts to nothing more than your company holding my property for ransom, which implicates both criminal and civil liability, both against New Ere as well as Max Karimov and others. These actions constitute conversion as well as the criminal offenses of coercion and extortion.

Max Karimov, your principal, really needs to get involved. I have left messages for him but have not received a call back.

Assuming for the sake or argument that I am willing to pay the \$15,000.00 that you are demanding (which would be paid under protest with a reservation of all of my rights), when can I realistically expect delivery? Will this now be put over into next week? I am guessing that they will not deliver tomorrow or through the weekend because of the Christmas holiday.

Please advise.

[Quoted text hidden]

J. Arlen Spinner <retjcc@gmail.com>  
To: Sammi G <sammi@newerarelolc.com>  
Bcc: "J. Arlen Spinner" <retjcc@gmail.com>

Wed, Dec 23, 2020 at 4:15 PM

Sammi,

Please call me at 203-298-2929 as I would like to get this resolved today. I really do not want to wait until next week.

JAS

[Quoted text hidden]



# Exhibit I

*Law Offices of*  
**SUSAN CHANA LASK**

**244 Fifth Avenue, Suite 2369  
New York, N.Y. 10001**

**(917) 300-1958**

**www.appellate-brief.com**

VIA ECF  
January 13, 2021

Honorable Joanna Seybert USDJ  
EASTERN DISTRICT OF NEW YORK  
United States District Court  
100 Federal Plaza, Courtroom 1030  
Central Islip, New York 11722

Re: Spinner v New Era et.al., E.D.N.Y. 20-6288

Dear Honorable Judge Seybert:

I represent Plaintiff Jeffrey Spinner in the above captioned case. I write in objection to the January 12, 2021 letter of Barry Gutterman, Esq. He states that he is counsel to Defendant Gold Star but refuses to file an appearance and defies your December 30, 2020 Order by stating he refuses to accept service of the Complaint as you ordered. His letter is disingenuous at best, as explained below.

In short, Defendants are interstate movers who loaded Plaintiff's household property onto their truck from North Carolina to deliver it to his home in Suffolk County New York. They are holding hostage of his property since December, 2020 unless he pays some \$6,000 in cash never contracted for and in violation of Federal Laws (i.e. the Carmack Amendment). After the DOT closed Defendants license in December, 2020, in late December, 2020 Defendants left hostile messages threatening to auction Plaintiff's property unless he pays the cash. Notably, Defendants have defied Your Honor's December 30, 2020 Order by refusing to e-mail me the exact location of the property to date.

On December 30, 2020, this court issued a TRO directing e-mail service of the Complaint and TRO papers on all Defendants, including Gold Star. I filed two proof of services on December 31, 2020 showing that service of the Complaint and motion papers was completed pursuant to your Order. Barry Gutterman, as attorney for Gold Star, confirmed receipt of service numerous times as he contacted me last week that he received all documents from his clients and he uploaded yesterday's letter to this docket. However, in complete disregard to your Order, his letter informs that he refuses to accept your direction of service via email and claims that Gold Star is not involved despite my providing him last week, in a call and a letter, facts that his client's corporate filings prove Gold Star and New Era are same operation using fictitious names and manipulating State Corporate e-filings to fictionalize companies to confuse consumers and anyone else as to who they are dealing with.

**LAW OFFICES OF SUSAN CHANA LASK**

**Page 2 of 2 spinner-ct**

**1/13/21**

Defendants all have one thing in common—their owner is a woman in her thirties named Margaret Drayton. She uses different addresses throughout Florida, creates LLC's left and right and states in corporate filings that she is the owner and manager of New Era and Gold Standard amongst other moving companies related to them, including Moving Solutions LLC, Relocation US LLC, Liberty Bell Relocation LLC and Pinnacle Moving LLC. The addresses she lists on state documents, under penalty of perjury, lead to a bodega, a PO Box or a chicken wing and Chinese food joint. Below is a small excerpt of Drayton's filings showing she is behind this morass of LLC's, owns both Gold Standard and New Era and uses the same "Beville Road" address for those companies (the documents are attached hereto):

**A 4/12/18 Articles of Organization** for Gold Standard;

**B 5/28/20 Fictitious Name Filing** Relocate Us LLC owns New Era Relocation LLC at 933 Beville Rd Unit 101H South Daytona FL 32119, filed by Drayton as the owner of New Era; and

**C 11/8/20 \$1,138.50 payment** by another customer of Drayton's company Pinnacle Movers, made directly to Defendant Karinov as owner of Defendant New Era.

Hence, Mr. Gutterman as their counsel should know this and his letter denying Gold star's involvement is improper.

Very truly yours,

**LAW OFFICES OF SUSAN CHANA LASK**

*Susan Chana Lask*

**SUSAN CHANA LASK**

**EXHIBIT A**

**Electronic Articles of Organization  
For  
Florida Limited Liability Company**

L18000092268  
FILED 8:00 AM  
April 12, 2018  
Sec. Of State  
wapainter

**Article I**

The name of the Limited Liability Company is:  
GOLD STANDARD RELOCATION LLC

**Article II**

The street address of the principal office of the Limited Liability Company is:  
5342 CLARK ROAD  
1009  
SARASOTA, FL. US 34233

The mailing address of the Limited Liability Company is:  
5342 CLARK ROAD  
1009  
SARASOTA, FL. US 34233

**Article III**

The name and Florida street address of the registered agent is:  
MARGARET DRAYTON  
5342 CLARK ROAD  
1009  
SARASOTA, FL. 34233

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: MARGARET DRAYTON

### **Article IV**

The name and address of person(s) authorized to manage LLC:

Title: MGR  
MARGARET DRAYTON  
6296 S. RIDGEWOOD AVE  
PORT ORANGE, FL. 32127

Title: MGR  
PATRICK CAPOZZOLI  
1910 S RIDGEWOOD AVE  
SOUTH DAYTONA, FL. 32119

**L18000092268**  
**FILED 8:00 AM**  
**April 12, 2018**  
**Sec. Of State**  
**wapainter**

### **Article V**

The effective date for this Limited Liability Company shall be:

04/11/2018

Signature of member or an authorized representative

Electronic Signature: MARGARET DRAYTON

I am the member or authorized representative submitting these Articles of Organization and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of the LLC and every year thereafter to maintain "active" status.

**APPLICATION FOR REGISTRATION OF FICTITIOUS NAME**

**EXHIBIT B**

REGISTRATION# G20000059330

**Fictitious Name to be Registered:** NEW ERA RELOCATION LLC

**Mailing Address of Business:** 933 BEVILLE RD  
UNIT 101 H  
SOUTH DAYTONA, FL 32119

**Florida County of Principal Place of Business:** VOLUSIA

**FEI Number:**

**FILED**  
**May 28, 2020**  
**Secretary of State**

**Owner(s) of Fictitious Name:**

RELOCATE US LLC  
933 BEVILLE RD UNIT 101 H  
SOUTH DAYTONA, FL 32119 US  
Florida Document Number: L16000216043  
FEI Number: 81-4569938

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

MARGARET DRAYTON

05/28/2020

Electronic Signature(s)

Date

**Certificate of Status Requested ( )**

**Certified Copy Requested ( )**

EXHIBIT C

1:09 PM 80%

< Money Sent Cancel

Sent to Medet Karinov (New Era)  
202-300-9630  
Real-time ⓘ

\$1,138.50

---

Transaction number [REDACTED] 9305

---

Pay from TOTAL CHECKING ([REDACTED])

---

Send on Nov 08, 2020

---

Status Completed  
Accepted on Nov 08, 2020

---

Memo [REDACTED] move second deposit

---

# Exhibit J



UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

- - - - - X

SPINNER,	:	20-CV-6288 (JS)
	:	
Plaintiff,	:	
	:	
-against-	:	United States Courthouse
	:	Central Islip, New York
	:	
NEW ERA RELOCATION LLC,	:	January 13, 2021
	:	3:00 p.m.
	:	
Defendant.	:	

- - - - - X

TRANSCRIPT OF CIVIL CAUSE FOR  
PRELIMINARY INJUNCTION HEARING  
BEFORE THE HONORABLE JOANNA SEYBERT  
UNITED STATES DISTRICT JUDGE

A P P E A R A N C E S:  
(All parties appearing via teleconference)

For the Plaintiff: SUSAN CHANA LASK, ESQ.  
JEFFREY ARLEN SPINNER, ESQ,

For the Defendant: BARRY GUTTERMAN, ESQ.  
Gold Standard Relocation

Court Reporter: Marie Foley, RMR, CRR  
Official Court Reporter  
Telephone: (631) 712-6104  
E-mail: Marie\_Foley@nyed.uscourts.gov

Proceedings recorded by computerized stenography.  
Transcript produced by Computer-aided Transcription.

1 (Teleconference initiated.)

2 COURTROOM DEPUTY: Calling civil case No.  
3 20-CV-6288, Spinner versus New Era Relocation, LLC, and  
4 others.

5 Counsel, please state your appearances for the  
6 record.

7 MS. LASK: Good afternoon, Your Honor. My name  
8 is Susan Chana Lask for plaintiff Jeffrey Spinner. I'm  
9 co-counsel.

10 MR. SPINNER: Good afternoon, Your Honor.  
11 Attorney Jeffrey Arlen Spinner, co-counsel for the  
12 plaintiff and the plaintiff-in-person. And I am admitted  
13 to practice before the United States District Court for  
14 the Eastern District of New York.

15 THE COURT: All right.

16 And did you put in a notice of appearance?

17 MR. SPINNER: Yes, I did, Your Honor.

18 MR. GUTTERMAN: And this is Barry Gutterman on  
19 behalf of defendant Gold Standard Relocation.

20 THE COURT: Mr. Gutterman, did you put in a  
21 notice of appearance?

22 MR. GUTTERMAN: No, I did not because we have  
23 not been officially served with the verified complaint.

24 THE COURT: You actually have been. The Court  
25 has made a determination that e-mail service is

1 sufficient.

2 So, as far as I'm concerned, you're not properly  
3 before the Court. You haven't entered a notice of  
4 appearance.

5 You submitted a letter, which the defendant has  
6 contested.

7 Are you admitted to the Eastern District of New  
8 York?

9 MR. GUTTERMAN: Yes, I am.

10 THE COURT: All right.

11 And when were you admitted?

12 MR. GUTTERMAN: This would have been back in  
13 1987, as I recall.

14 THE COURT: All right.

15 And you don't have any pending disciplinary  
16 actions against you, if the Court were to check?

17 MR. GUTTERMAN: No, I do not, Your Honor.

18 THE COURT: All right.

19 With respect to the argument, Ms. Lask, you're  
20 going to be making the argument on behalf of your client,  
21 right?

22 MS. LASK: Yes, Your Honor.

23 THE COURT: If you would.

24 MS. LASK: Your Honor, I'm sure you know the  
25 facts, but in short, basically it's a hostage situation,

1     which actually the DOT has laws prohibiting this exact  
2     situation where a DOT licensed mover came to North  
3     Carolina to take Mr. Spinner's property and move it to  
4     Suffolk County. A week before it was supposed to be  
5     delivered in December, they demanded 5,000 to \$6,000 more  
6     in cash. They refused to give him his property.

7             Under the federal law, specifically the Carmack  
8     Amendment, which is directly related to this situation,  
9     they were supposed to give him a bill of lading. And they  
10    are not allowed to take property, Your Honor, and add an  
11    additional price once they put the property on the truck.

12            This defendant New Era, Gold Standard, and the  
13    other individuals we named here and all the salespeople  
14    and everyone involved, they have a history of doing this.  
15    I attached the Better Business Bureau complaints, Your  
16    Honor. I have been contacted by other victims since we  
17    filed this complaint. And I attached that to my letter  
18    today, one of the other victims.

19            Basically it's this one woman, Margaret Drayton,  
20    who has found a way to manipulate the corporate state  
21    record. She filed LLCs like candy. And I have gone  
22    through these pages of filings, Gold Standard, New Era,  
23    Margaret Drayton, and the other defendants' names are all  
24    connected.

25            And we ask for a restraining order, actually an

1       injunction to get his property back.

2               To date nobody will tell us where it is.  
3       Although the attorney that he is on the phone right now,  
4       or that claims to represent Gold Standard, about last week  
5       sent me a address of a highway. There's no specific  
6       address. Nobody has followed your order. And we don't  
7       know where his property is.

8               We would like to get the property back  
9       immediately.

10              They do not have a DOT license as well, Your  
11       Honor. They can't have it on the truck. So we're more  
12       than willing to get our own truck that is DOT licensed to  
13       get that property as soon as possible and get it back.

14              I'd also --

15              THE COURT: No, okay.

16              Please continue.

17              MS. LASK: I think we have a right to go there  
18       as well and take an inventory to see if it's there because  
19       these defendants have a very specific history of losing  
20       property. I believe they auction it off and sell it  
21       everywhere else.

22              And Mr. Spinner has family heirlooms from the  
23       war and stuff like that from their father that he just --  
24       it's irreplaceable, and I'm very afraid that it's missing.  
25       You just can't put a value on that, Your Honor.

1           THE COURT: Mr. Gutterman, what, if anything, do  
2 you have to say?

3           MR. GUTTERMAN: Yes.

4           Your Honor, I represent Gold Standard  
5 Relocation. We do not represent New Era.

6           The binding estimate was, in fact, prepared for  
7 New Era to take the goods. Gold Standard is a -- stands  
8 as a broker.

9           On this particular matter, they did the binding  
10 moving estimate. Bill of lading has no reference, of  
11 course, to Gold Standard. And New Era Relocation is the  
12 one that took the goods from North Carolina all the way  
13 into, I believe, Speonk, New York.

14           At that time, I decided since I -- when I  
15 received your temporary restraining order, I decided then  
16 to delve into finding out where the goods were located,  
17 and that's why I made contact. I was given the phone  
18 number of a person by the name of Chris who is one of the  
19 owners of New Era, and I spoke to him, and he said the  
20 goods are located at 440 South Bayonne, New Jersey. The  
21 goods have stayed in the truck the entire time.

22           And as a result, I then passed that e-mail on to  
23 Susan, and it was attached as Exhibit A to the letter that  
24 I sent to Your Honor on January 12th, 2021.

25           I would like to add one thing to try to clarify.

1 I was under a misunderstanding with regard to the  
2 appearance.

3 When you sent me the temporary restraining  
4 order, I was under the impression that that was for only  
5 purpose of the temporary restraining order and that was not  
6 waiving -- was not constituting service. But Your Honor  
7 has since clarified that. So as a result, I will be  
8 entering my appearance in this case tomorrow.

9 MS. LASK: Your Honor, if I may.

10 I actually had a 45-minute conversation,  
11 telephone conversation with that attorney, and I also have  
12 a series of e-mails explaining that it's obvious from the  
13 order that he was served and he just kept denying service.  
14 So, he knew for quite a while.

15 But I think we've got a big problem here. It  
16 amazes me, because I've been approached by another  
17 attorney in Florida as well for Gold Standard and New Era.

18 I can assure to you, Your Honor, and I would  
19 certify under penalty of perjury, I have read over 30  
20 documents from the State of Florida, and New Era and Gold  
21 Standard, and I gave you a little sampling. I didn't want  
22 to, you know, annoy you too much, but I have 30 pages  
23 showing that they're connected, and they are completely  
24 connected. They're one in the same company.

25 And also it's a verified complaint that they

1 have, and Mr. Spinner verified that he was called he was  
2 told he was working with Gold Standard. So they are a  
3 valid defendant.

4 And they should have -- they obviously have a  
5 connection because they're calling this guy Chris and  
6 finding out where it is somewhere on a highway in New  
7 Jersey. I want to know specifically where this property  
8 is. I want Mr. Spinner to be able to go there.

9 MR. GUTTERMAN: Your Honor, can you hear me?

10 THE COURT: I'm able to hear you, yes.

11 COURTROOM DEPUTY: Judge, I believe we lost  
12 counsel.

13 MR. GUTTERMAN: It's actually not a correct  
14 statement. They are not one in the same company. They  
15 are two separate companies. They don't share the same  
16 address. That's getting into the merits.

17 When we file the appearance and our answer to  
18 this matter, we can then get into the heart of the dispute  
19 that's here.

20 From our perspective, this is a simple shipment  
21 that was taken by New Era all the way out to the  
22 destination, and we as Gold Standard had just done the  
23 binding moving estimate. And so that's a matter that's of  
24 dispute.

25 We have given the information as to the location



1 where the goods are at based upon my conversation with the  
2 owner of New Era, Chris.

3 THE COURT: All right.

4 Mr. Gutterman, I don't have an answer from you,  
5 and I don't have a notice of appearance yet. So that's  
6 two strikes against you.

7 The fact that you were able to get some  
8 information from Chris hopefully will ensure that you'll  
9 be able to get additional information so this matter can  
10 be resolved with a lot less drama and accusations back and  
11 forth.

12 So, this is what I suggest. You confer with  
13 plaintiff's counsel, and you make a bona fide effort to  
14 get the location, the precise location, because otherwise,  
15 I'm going to be issuing a order that would require you to  
16 do so with a variety of penalties.

17 The plaintiff has made out a prima facie case  
18 that the two entities, Gold Standard and New Era, are  
19 related.

20 You may be successful at a hearing to establish  
21 otherwise, but I would hope that you can confer in good  
22 faith and not require a whole variety of remedies that the  
23 plaintiff may be entitled to.

24 MR. GUTTERMAN: Your Honor, may I respond?

25 The information that was given to me was on the

1 8th of January. As I said earlier, I spoke to Chris. He  
2 says it's still in the truck. It's remained in the truck  
3 the entire time. It's at that location that is on the  
4 e-mail.

5 If you want, I will make another request upon  
6 him to state that it's still at the exact same address.

7 THE COURT: Well, no.

8 What I want you to do is get a hold of Chris and  
9 have him give a precise location, the license plate number  
10 on the truck, how long it's been there, when Chris is  
11 going to afford the plaintiffs an opportunity to pick it  
12 up.

13 Why something is left on the side of the road or  
14 wherever it may be is not a viable solution to avoid a  
15 order requiring you to produce these items.

16 So, hold on for a moment. I'm just going to  
17 check one thing with my clerk.

18 (Pause.)

19 THE COURT: I'm ready to rule on these issues.  
20 First of all, let me ask --

21 MR. SPINNER: I don't mean to interrupt.

22 THE COURT: Well, then don't interrupt.

23 MR. SPINNER: This is Mr. Spinner.

24 May I be heard, Your Honor?

25 THE COURT: Mr. Spinner, you may be heard, but

1 I'm just about to rule in your favor, so.

2 MR. SPINNER: I will leave it alone then, Your  
3 Honor.

4 THE COURT: All right.

5 With regard to this application, let me just ask  
6 Mr. Gutterman how come Chris is not represented?

7 MR. GUTTERMAN: I have no idea.

8 We have no relationship with that particular  
9 entity. Chris is working for New Era Relocation. I made  
10 contact with him as a result of speaking with Gold  
11 Standard to try to track down the location of the goods.

12 I have no idea. All I know is that Chris said  
13 that that's the location that it's at. That's all I know.

14 THE COURT: Well, I suggest you get a hold of  
15 Chris if you want to expedite this because the paperwork  
16 that's been submitted to the Court establishes otherwise.

17 So, I'm ready to rule.

18 First of all, I find that plaintiff is likely to  
19 succeed on the merits of his Carmack Amendment claim.  
20 That preempts all claims related to, as relevant here, the  
21 interstate shipment and delivery of goods. He will suffer  
22 irreparable harm in the absence of preliminary relief.

23 Specifically, defendants have indicated that  
24 they will sell or auction plaintiff's heirlooms unless  
25 plaintiff pays an amount above and beyond the contract

1 price. And the balance of equities tips in plaintiff's  
2 favor, and the injunction is in the public interest.

3 Therefore, defendants, their officers, agents,  
4 and services, employees, attorneys and anyone acting on  
5 their behalf are restrained from: One, destroying,  
6 moving, transferring, selling, auctioning, hypothecating  
7 or exercising control over or otherwise owning, in whole  
8 or in part, any of plaintiff's property as described in  
9 the complaint in Exhibit A thereto.

10 And two, Effecting any assignment or transfer,  
11 forming new entities or association, or the like, for the  
12 sole purpose of avoiding or evading this order.

13 In addition, I would require the plaintiffs to  
14 post the bond, but due to the COVID situation, I'm not  
15 going to do so.

16 I will issue a short order with my findings in  
17 it hopefully some time tomorrow.

18 Any other questions?

19 MS. LASK: No.

20 I just wanted to thank you for your time, Your  
21 Honor, and wish you well during this COVID situation as  
22 well.

23 THE COURT: Thank you.

24 MR. SPINNER: Yes, Your Honor.

25 One more matter, if I may, Your Honor. It's

1 Jeffrey Spinner.

2 Would you be willing to grant us an order  
3 directing that we be permitted to actually inventory and  
4 pick up our property with a carrier of our choice?

5 THE COURT: Yes. That will be part of the short  
6 form order. That makes sense.

7 MR. SPINNER: Thank you, Your Honor.

8 MR. GUTTERMAN: Your Honor, I have one thing to  
9 add.

10 At no time has Gold Standard indicated to Mr.  
11 Spinner that he could not pick up his goods and they had  
12 nothing to do with it. Once the shipment went down there,  
13 we had nothing to do with this. The only involvement we  
14 had was preparing the estimated binding agreement and that  
15 was it.

16 THE COURT: Well, good luck on the remaining  
17 trial of this matter.

18 MS. LASK: Thank you, Your Honor.

19 (Time noted: 3:20 p.m.)  
20  
21  
22  
23  
24  
25

# Exhibit K

*Law Offices of*  
**SUSAN CHANA LASK**

**244 Fifth Avenue, Suite 2369  
New York, N.Y. 10001**

**(917) 300-1958**

**www.appellate-brief.com**

**VIA EMAIL**

December 26, 2020

info@newerarelollc.com  
sammi@newerarelollc.com  
garrin@newerarelollc.com  
jennifer@newerarelollc.com  
New Era Relocation  
111 N. 3<sup>rd</sup> St.  
Smithfield NC 27577  
Attn: Mede Karimov, President

ryanf@goldstandardrelocation.com  
Gold Standard Relocation  
Attn: Ryan F, Logistics Manager

Steven Weiss info@acs123.com  
All State Corporate Services Corp  
2215 Hendrickson Street, Suite 1  
Brooklyn, NY 11234

cc: Brett\_S Sharp@Progressive.com  
Brett A. Sharp re Policy# CA1820326  
Progressive Group of Insurance Companies  
1616 E Millbrook Rd, Suite 300  
Raleigh, NC 27609

U.S. Department of Transportation  
Federal Motor Carrier Safety Administration  
1200 New Jersey Avenue SE  
Washington, DC 20590

Re: 7/17/20 New Era & Gold Standard Carrier Contract with Spinner  
Contract Ref No. RR3367211 ; DOT # 3371822

Dear All:

This office represents Jeffrey Spinner, Esq.. According to your July 17, 2020 “contract”, paragraph 16 (**Exhibit A**), I am emailing this notice of your numerous civil violations and criminal conduct regarding my client’s property that New Era, Gold Standard are holding hostage unless an additional \$5,000 cash is paid to them. Naturally, your claims must be via email since your physical address listed with the DOT, North Carolina corporate records and other official documents is a corner bodega, not corporate headquarters as required by law (**Exhibit B**). As well, every person and entity named above will be named in a Federal lawsuit, likely a class action, as further detailed below.

First, New Era’s corporate filing by Steven Weiss of AllState in Brooklyn, as your organizer, is false and fraudulent as Mr. Weiss certifies to that false address as a “principal office”, when it is not (**Exhibit C**). Hence, Mr. Weiss and Allstate will also be named in a federal lawsuit. That fake address is also listed on your website to deceive consumers nationwide as if there is a “principal office” when there is not (<https://www.newerarelo.com>). That website should not be

**LAW OFFICES OF SUSAN CHANA LASK**

**Page 2 of 3 –Spinner v New Era et al.**

**12/26/20**

operating and in the least warn consumers that New Era is “**not authorized**” by the DOT to conduct carrier business because it lapsed the requisite insurance as of December 16, 2020 ([https://safer.fmcsa.dot.gov/query.asp?searchtype=ANY&query\\_type=queryCarrierSnapshot&query\\_param=USDOT&original\\_query\\_param=NAME&query\\_string=3371822&original\\_query\\_string=NEW%20ERA%20RELOCATION%20LLC](https://safer.fmcsa.dot.gov/query.asp?searchtype=ANY&query_type=queryCarrierSnapshot&query_param=USDOT&original_query_param=NAME&query_string=3371822&original_query_string=NEW%20ERA%20RELOCATION%20LLC) ). Yet you continued to operate your business illegally, without insurance, and in defiance of DOT regulations.

In line with your complete disregard for state and federal laws existing to protect consumers, our investigation further reveals that it is your custom and practice to similarly extort interstate customers out of cash for their property. (<https://www.bbb.org/us/nc/smithfield/profile/moving-companies/new-era-relocation-0593-90326232> ). Furthermore, in violation of 49 CFR 375.503(b) you and your agents failed to provide a Bill of Lading and Inventory and then forged a Bill of Lading purporting to be my client’s signature when it is not (**Exhibit D**).

In short, on August 1, 2020, you and your agents provided a 3,200 cubic foot binding estimate and filled a 53’ Wabash trailer, with a maximum capacity of 3,321 cubic feet, with my client’s property in North Carolina. It was to be delivered on December 22, 2020 in New York State for a final payment of \$10,542.00 after my client already paid \$4,500 in cash for the move, including storage. By December 19, you and your agents (particularly Sammi G) refused to deliver the property unless my client paid an additional \$5,040.00 to the \$10,542.00 balance. Your demand for more money was based on your claiming his property was actually 4,200 cubic feet. However, that is a physical impossibility when you loaded it all into a truck that holds 3,240 cubic feet. Be advised that my client took pictures of that load, the Wabash trailer and more at the time. Next, on or about December 23, you and your agents advised that the property was unloaded into a storage facility somewhere in Brooklyn, but you refused to give a location. I am certain the Brooklyn DA and Eastern District of New York Department of Justice will be interested to discover what storage facility in Brooklyn an unlicensed DOT carrier is off-loading New York State residents’ property to hold hostage for cash and using an organize from Allstate’s Brooklyn office to file its corporate records--which is why I am directing my client to make his criminal complaints to those offices as well.

Considering all of the above, and 49 C.F.R. §370.3, the resulting loss of property is valued at over \$100,000, which amount may be further determinable, plus costs, fees and attorney fees are being sought. As well, without a DOT license, you illegally transported and are withholding my client’s property for cash in violation of numerous federal and state civil and criminal laws, including felony theft and extortion.

**If you do not disclose the physical location of my client’s property by 5 PM today**, then an emergency order to show cause in federal court will be filed against you, Sammi, Garrin, Jennifer, Ryan from Gold Standard. AllState and any and all others involved with New Era and Gold Standard. Accordingly, it would be best if you would comply with providing the physical



***LAW OFFICES OF SUSAN CHANA LASK***

***Page 3 of 3 –Spinner v New Era et al.***

***12/26/20***

address where my client's property is and permit his licensed DOT carrier to pick it up as soon as possible next week. If I do not hear receive a physical location of the property, a federal action will be filed today with an Emergency Order to Show Cause directing you to release my client's property immediately, as well as other orders and damages will be demanded against all parties, jointly and severally.

Be advised that since federal law provides that we can name your insurance company as a party then I have copied Progressive Group on this letter.

**You are directed to communicate with me only by email so no misunderstanding occurs.** I want everything in writing. My email for this case is **susanchanalask@gmail.com**. Do not send hard mail to my office as we are in the middle of a pandemic and only accept email communications.

Do not communicate with my client again as I am his counsel and I am coordinating communication with the appropriate authorities and offices.

Sincerely,  
LAW OFFICES OF SUSAN CHANA LASK

*Susan Chana Lask*

SUSAN CHANA LASK

## EXHIBIT A

J. Arlen Spinner &lt;retjcc@gmail.com&gt;



## Fwd: Your Final Bid

1 message

Jeffrey Arlen Spinner <sudya59@gmail.com>  
 To: "J. Arlen Spinner" <retjcc@gmail.com>

Thu, Aug 6, 2020 at 12:38 PM

—— Forwarded message ——  
 From: Ryan F <ryanf@goldstandardrelocation.com>  
 Date: Fri, Jul 17, 2020, 13:42  
 Subject: Your Final Bid  
 To: Jeffrey Arlen Spinner <sudya59@gmail.com>

## NEW ERA

## Binding Moving Estimate

Reference No: RR3367211

New Era Relocation  
 111 N 3rd Street  
 Smithfield NC 27577  
 US DOT: 3371822 MC: 1081104

Customer Rep: Ryan  
 Phone:  
 Direct: 904-364-0156  
 Fax: 941-296-7495  
 Email: ryanf@goldstandardrelocation.com  
 Web: http://newerarelo.com/

## Moving From

## Moving To

Jeffrey Spinner  
 1612 Jekyll Lane  
 House / Ground  
 Waxhaw, NC 28173  
 Phone: 203-298-2929  
 sudya59@gmail.com

Michael Hughes  
 Storage  
 Storage  
 Setauket, NY 11733

## Relocation Details

## Relocation Estimate

Job No: RR3367211  
 Estimate Date: 07/17/2020  
 Representative: Ryan  
 Move Type: Residential Long Distance, 687 miles  
 Estimated Volume: 2800 cf. (19600 lbs)  
 Estimated Rate: \$3.30 per cf  
 Move Day: Friday/Tuesday  
 Requested Move Date: 07/24/2020-

Total Tariff \$15790.00  
 Tariff Discount: 41.48% -\$6550.00  
 Basic Estimate Price \$9240.00  
 Fuel Surcharge: 9.00 % \$831.60  
 Platinum Pack @1.00 Per Cubic Feet \$2800.00  
 Bulky Item Fee For Grandfather Clock \$200.00  
 30 Days Of Free Storage And Free Re-Delivery \$0.01  
 Priority Route Discount-Senior Citizen - \$1100.00

07/28/2020		Discount-General Manager Discount	
Reference By:	TRUCK	Basic Valuation Protection:	\$0.00
Created on:	07/16/2020	\$0.60 per lbs. per article	
		Total Moving Estimate	\$11971.61
		Customer Payment:	\$2971.61

### Full Value Protection Amount of Liability: \$117,600.00 (Optional)

Deductible Levels:	\$0	\$250	\$500	\$750	\$1000	\$1500
Valuation Charge:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Estimate Plus Valuation Charge:	\$11971.61	\$11971.61	\$11971.61	\$11971.61	\$11971.61	\$11971.61
Customer's Initials:	X	X	X	X	X	X

**WARNING:** If a moving company loses or damages your goods, there are 2 different standards for the company's liability based on the types of rates you pay. **BY FEDERAL LAW, THIS FORM MUST CONTAIN A FILLED-IN ESTIMATE OF THE COST OF A MOVE FOR WHICH THE MOVING COMPANY IS LIABLE FOR THE FULL (REPLACEMENT) VALUE OF YOUR GOODS** in the event of loss of, or damage to, the goods. This form may also contain an estimate of the cost of a move in which the moving company is liable for **FAR LESS** than the replacement value of your goods, typically at a lower cost to you. You will select the liability level later, on the bill of lading (contract) for your move. Before selecting a liability level, please read Your Rights and Responsibilities When You Move, and Ready to Move Brochure provided by the moving company, and seek further information at the government website [www.protectyourmove.gov](http://www.protectyourmove.gov)

### Understanding Your Estimate

Customer would like the truck to come in and pack between Friday July 24th Through July 29, he HAS to be out by the 30th. That is his main concern that they can come in and get everything packed up and loaded and be out by the 30th. The Earlier the better please.

This is a binding estimate based on the information that you have provided. New Era Relocation guarantees this price based on your inventory list and services requested. If there are any additional / misrepresented inventory items or additional services requested at the time of pick-up, your price will be adjusted (Based on the company's tariff, applies to additional items / services only). Please note that changes to the inventory list and/or move date can be made up until 3 business days prior to the original move date.

### FULL SERVICE RELOCATION INCLUDES:

- Professional Door to Door service.
- Loading and unloading of all items.
- Disassembly, reassembly and placement of all furniture upon delivery.
- Fully quilted padding & wrapping of all furniture (A full / partial packing service is also available, upon request).
- Cargo Insurance coverage \$0.60 cents per lbs per article (0.00% deductible).
- Taxes & tolls.
- Fuel surcharges, mileage and transportation fees.

- Transportation with late model air-ride suspension trucks.
- 30 days of FREE climate controlled storage in our secured storage facility.

#### FULL SERVICE RELOCATION DOES NOT INCLUDE:

- First flight of stairs is free, each additional flight is \$75.00. (A flight is up to 12 steps).
- Long carry – first 75 feet are free, each additional 75 feet will be charged \$75.00.
- Shuttle service – \$1.00 per cube \$350 minimum charge. If a semi-trailer cannot get reasonably close to a building or a house for unloading, a shuttle truck will be used at a rate determined based on the truck size and destination city.
- Packing and crating services not listed within this estimate.
- Packing supplies not listed within this estimate.
- Extra storage – any additional month will be charged \$0.50 - \$0.75 per CF.

#### PAYMENT METHODS:

- 70% of remaining balance upon pick-up with: personal check (unless it's a direct delivery), cashier's check, money order, or cash.
- 30% of remaining balance upon delivery prior to unloading by cash or postal money order only.
- By providing charge information for a deposit, it is implied the client agrees to the terms and conditions of the binding estimate.
- By agreeing to this binding estimate, the client waives the right to an on sight estimate.

#### SAFETY REGULATIONS AND PRECAUTIONS:

- Unless noted differently on the order for service, all customers are responsible for packing their own boxes and any fragile items they are transporting (glass, mirrors, marble, electronics, etc.) appropriately.
- For health and sanitary reasons, all mattresses, box springs and futon pads must be properly protected in either a mattress box or a plastic cover.
- By law, personal effects in plastic bags are not allowed on the truck. No live plants / animals

#### DELIVERY WINDOWS:

- All Long Distance delivery services are made on a fluctuating basis, with an arrival time ranging between 1 to 21 business days from your first date of availability (The 1st date which you provided to your movers when you would be available to accept Delivery). From that date, we will be in the process of actively planning your delivery.
- Average delivery times are: 1-10 business days within the same coast, 3-14 business days East coast – Midwest and 7-21 business days for cross country (coast to coast) or remote location deliveries.
- You will be contacted by our dispatch department between 72 to 24 hours prior to your pick-up date, to confirm their time of arrival. The driver will be contacting you 12-24 hours in advance of his arrival
- The charge for storage handling is \$0.75 per cubic foot per storage entry, the charge for storage rent is \$0.50 - \$0.75 per cubic foot per month. All estimated time of arrivals are subject to change depending on many industry factors such as traffic, weather conditions, unforeseen mechanical problems or unexpected delays with prior deliveries scheduled before you. Note: We will not discount any account due to any delays listed above. Our company will keep the customer informed verbally with a new / revised ETA (Estimated Time of Arrival) depending on company schedule.

#### ADDITIONAL INSURANCE:

New Era Relocation LLC does not provide full value protection, any additional Insurance can be provided through a fully licensed third party insurance company up until 3 business days prior to the original move date

Read about your Rights & Responsibilities when you move.  
Read about Ready to Move when you move.

#### TERMS AND CONDITIONS:

1. THE PROVISIONS OF THIS AGREEMENT, INCLUDING THE TERMS AND CONDITIONS CONTAINED HEREIN, REPRESENTS THE ENTIRE-UNDERSTANDING AND AGREEMENT BETWEEN NEW ERA RELOCATION LLC, (HEREAFTER NEW ERA RELOCATION) AND CUSTOMER WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL OTHER NEGOTIATIONS, UNDERSTANDINGS AND REPRESENTATIONS (IF ANY) MADE BY AND BETWEEN SUCH PARTIES, INCLUDING ANY REPRESENTATIONS MADE BY ANY ESTIMATOR. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF ANY ESTIMATE AND THE BILL OF LADING, THE TERMS OF THE BILL OF LADING SHALL CONTROL. THIS AGREEMENT MAY NOT BE AMENDED, SUPPLEMENTED OR WAIVED ORALLY, BUT ONLY IN WRITING,

SIGNED BY BOTH NEW ERA RELOCATION LLC. AND CUSTOMER AND MAKING SPECIFIC REFERENCE TO THIS AGREEMENT.

2.CUSTOMER MAY NOT ASSIGN ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT THE PRIOR WRITTEN CONSENT OF NEW ERA RELOCATION LLC.

3.NOTHING IN THIS AGREEMENT, WHETHER EXPRESSED OR IMPLIED, IS INTENDED TO CONFER ANY RIGHTS OR REMEDIES ON ANY PERSON OTHER THAN THE PARTIES HERETO AND THEIR RESPECTIVE LEGAL REPRESENTATIVES, HEIRS AND PERMITTED ASSIGNS, NOR IS ANYTHING IN THIS AGREEMENT INTENDED TO RELIEVE OR DISCHARGE THE OBLIGATION OR LIABILITY OF ANY THIRD PERSON TO ANY PARTY TO THIS AGREEMENT, NOR SHALL ANY PROVISION GIVE ANY THIRD PERSON ANY RIGHT OF SUBJUGATION OR ACTION OVER OR AGAINST ANY PARTY TO THIS AGREEMENT.

4.CUSTOMER WILL BE SUBJECT TO ALL APPLICABLE LAWS AND THE GENERAL TERMS AND CONDITIONS OF THE CARRIER, WHICH SHALL INCLUDE WITHOUT LIMITATION, A REQUIREMENT THAT PAYMENT IN FULL OF ALL CHARGES IS DUE BEFORE UNLOADING OF THE GOODS IN ACCORDANCE WITH THE CARRIER'S LAWFUL LIEN ON THE PROPERTY.

5.AS THE CUSTOMER, I AGREE TO PAY THE TOTAL CHARGES FOR THE MOVING COORDINATOR SERVICES TO BE PROVIDED BY NEW ERA RELOCATION LLC IN THE FORM OF THE MOVING DEPOSIT (UP TO 30% OF TOTAL MOVING COSTS AND THAT THE PAYMENT MAY SHOW UP ON THE CUSTOMERS STATEMENT AS RELOCATE US). I UNDERSTAND AND AGREE THAT MY PAYMENT/FEE REPRESENTS ONLY A PORTION OF MY TOTAL ESTIMATED SERVICE CHARGES, FOR SCHEDULING AND ROUTING PURPOSES. MY PAYMENT/FEE IS NON REFUNDABLE AFTER PLACING THE RESERVATION FOR SCHEDULING PURPOSES. ALL REQUESTS TO CHANGE MY PICK UP DATE, OR PLACE THE MOVE ON HOLD, MUST BE MADE AT LEAST 5 BUSINESS DAYS (SATURDAY, SUNDAYS AND HOLIDAYS EXCEPTED) PRIOR TO THE PACK OR LOAD DATE (WHICHEVER APPLIES) LISTED ABOVE. I AM ONLY ENTITLED TO RECEIVE A CREDIT OF MY PAYMENT FOR A FUTURE INTERSTATE MOVE WHICH I MUST USE WITHIN A 12 MONTH PERIOD FROM THE DATE OF MY ORIGINAL RESERVATION. ALL PAYMENTS WILL SHOW ON YOUR BILLING CYCLE UNDER NEW ERA RELOCATION LLC. BY SIGNING THIS CONTRACT, I ACKNOWLEDGE THAT I WILL NOT FOR ANY REASON DISPUTE ANY CREDIT CARD PAYMENTS MADE AS PART OF THE MOVING DEPOSIT.

6.IF ELECTING TO CANCEL YOUR MOVE WITH NEW ERA RELOCATION LLC., I UNDERSTAND THAT PAYMENTS ARE COLLECTED IN INSTALLMENTS FOR EACH PORTION OF SERVICE RENDERED, WITH MY FINAL PAYMENT DUE AT DELIVERY. I UNDERSTAND THAT ANY PAYMENTS MADE TO NEW ERA RELOCATION LLC. ARE SUBJECTED TO THE CANCELLATION POLICY HEREIN DESCRIBED. I UNDERSTAND AND ACCEPT THAT I HAVE 72 HOURS FROM THE DATE AND TIME THIS RESERVATION IS PLACED TO CANCEL THIS SHIPMENT IN RETURN FOR A FULL REFUND, AND I UNDERSTAND THIS CANCELLATION MUST BE MADE IN WRITING BY EMAIL AS DESCRIBED BELOW. I UNDERSTAND AND AGREE THAT IF I CANCEL THIS SHIPMENT BEYOND 72 HOURS OF THIS RESERVATION BOOKING, PRIOR PAYMENTS COLLECTED WILL NOT BE REFUNDED. LAST-MINUTE SHIPMENTS BOOKED/RESERVED WITHIN 7 BUSINESS DAYS OF THE SCHEDULED LOADING DATE ARE CONSIDERED NONREFUNDABLE, IF A LAST-MINUTE SHIPMENT IS

CANCELLED NO REFUND OR CREDIT WILL BE ISSUED. MY SIGNATURE BELOW CONFIRMS THAT I HAVE RECEIVED AND AGREED TO THIS PROPER DISCLOSURE AND I UNDERSTAND THE TERMS AND CONDITIONS PRESENTED. THIS IS A BINDING LEGAL AGREEMENT FOR SERVICE, AND I UNDERSTAND THAT IN ORDER TO CANCEL THIS SERVICE I MUST DO SO IN WRITING TO INFO@NEWERARELOLLC.COM. CANCELLATIONS MUST BE MADE IN WRITING BY EMAIL AS DESCRIBED, VERBAL CANCELLATIONS ARE NOT ACCEPTED.

7.CUSTOMER HAS ELECTED A "BINDING TO NOT EXCEED" PRICE, THE TOTAL COST WILL NOT EXCEED THE ESTIMATED AMOUNT; PROVIDED, HOWEVER THAT CUSTOMER PROVIDES NEW ERA RELOCATION LLC.. WITH AN ACCURATE DESCRIPTION OF THE ITEMS TO BE MOVED AND THE SERVICES TO BE PERFORMED. CUSTOMER HAS REQUESTED TO HAVE AN ESTIMATE PROVIDED FOR HIS/HER HOUSEHOLD GOODS RELOCATION, IN ACCORDANCE WITH 49 CFR 371.113(C)(1), CUSTOMER AGREES TO WAIVE A PHYSICAL SURVEY OF THE HOUSEHOLD GOODS, AND ALTERNATIVELY AGREES TO RECEIVE A BINDING TO NOT EXCEED ESTIMATE BASED UPON THE SHIPPER PROVIDED ITEM LIST OF PROPERTY TO BE TRANSPORTED. IF ANY ADDITIONAL PIECES, PACKING SERVICES, CUBIC FEET, VOLUME, WEIGHT OR LABOR SERVICES ARE ADDED AT THE ORIGIN OR DESTINATION TO THOSE QUOTED, THE CUSTOMER SHALL BE CHARGED FOR THESE SERVICES AT THE GOVERNING TARIFF RATES. CUSTOMER UNDERSTANDS THAT NEW ERA RELOCATION LLC. HAS A 2000 LBS MINIMUM ON ALL SHIPMENTS. ANY SHIPMENT BELOW 2000 LBS. WILL BE CHARGED AT THE 2000 LBS RATE. THE PRICE INCLUDES ALL FUEL SURCHARGES, TOLLS, LOAD AND UNLOAD, BASIC DISASSEMBLY AND REASSEMBLY OF STANDARD FURNITURE ITEMS, UP TO 75 FEET OF LONG CARRY AT ORIGIN AND DESTINATION AND 1 FLIGHTS OF STAIRS. ELABORATE FURNITURE ITEMS THAT NEED TO BE DISASSEMBLED AND/OR REASSEMBLED MAY REQUIRE 3RD PARTY SERVICING OR ADDITIONAL LABOR AND SHOULD BE DISCLOSED TO YOUR ESTIMATOR AND INCLUDED IN YOUR ESTIMATE. DISCONNECTING AND/OR RECONNECTING OF APPLIANCES IS NOT INCLUDED IN THE PRICE. REASSEMBLY IS SUBJECT TO THE AVAILABILITY OF TOOLS AND/OR ALL PARTIES BEING AVAILABLE. THE PACKING AND UNPACKING OF BOXES IS ONLY INCLUDED IN THE PRICE IF IT IS ITEMIZED IN THE PACKING AND UNPACKING SECTION OF YOUR ESTIMATE; ALL MATERIALS/LABOR FOR UNDISCLOSED ITEMS WILL BE EXTRA.

8.ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT, WHETHER SO EXPRESSED OR NOT, SHALL BE BINDING UPON, INURE TO THE BENEFIT OF, AND BE ENFORCEABLE BY THE PARTIES AND THEIR RESPECTIVE ADMINISTRATORS, EXECUTORS, LEGAL REPRESENTATIVES, HEIRS, SUCCESSORS AND PERMITTED ASSIGNS.

9.CUSTOMER SHALL INDEMNIFY AND HOLD HARMLESS NEW ERA RELOCATION LLC, AND ITS SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND AFFILIATES FROM AND AGAINST ANY AND ALL ACTIONS, CLAIMS, SUITS, LIABILITIES, PROCEEDINGS, PENALTIES, FINES, COSTS, AND EXPENSES (INCLUDING ALL REASONABLE ATTORNEY'S FEES) RELATING DIRECTLY OR INDIRECTLY FROM ANY BREACH OF THIS AGREEMENT BY CUSTOMER.

10.IT IS AGREED BY THE PARTIES AS MANDATORY THAT THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW. ANY DISPUTE ARISING OUT

OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE COURTS OR RECORD OF THE STATE OF CALIFORNIA. IF ANY PARTY DOES NOT HAVE A REGISTERED AGENT TO ACCEPT SERVICE OF PROCESS IN CALIFORNIA OR IS NOT OTHERWISE SUBJECT TO SERVICE AFTER REASONABLE ATTEMPTS, THEN SUCH PARTY AGREES TO ACCEPT SERVICE OF PROCESS BY U.S. MAIL.

11. IN THE EVENT OF ANY CONTROVERSY ARISING UNDER OR RELATING TO THE INTERPRETATION OR IMPLEMENTATION OF THIS AGREEMENT OR ANY BREACH THEREOF, NEW ERA RELOCATION LLC. SHALL BE ENTITLED TO RECOVER ALL OF ITS COURT COSTS, COLLECTION FEES, EXPENSES AND REASONABLE ATTORNEY'S FEES (INCLUDING, WITHOUT LIMITATION, ALL PRE-TRIAL, TRIAL AND APPELLATE PROCEEDINGS), IN ADDITION TO ANY OTHER RELIED TO WHICH IT MAY BE ENTITLED. IN THE EVENT THAT NEW ERA RELOCATION LLC. PURSUES THE COLLECTION OF ANY AMOUNTS DUE TO IT UNDER THIS AGREEMENT, NEW ERA RELOCATION LLC. MAY RECOVER THE FULL TARIFF RATE ON ALL GOODS AND SERVICES PROVIDED, IN ADDITION TO ALL OTHER REMEDIES AVAILABLE TO IT AT LAW AND IN EQUITY.

12. MOTOR CARRIER NEUTRAL ARBITRATION PROGRAM: THE MOTOR CARRIER'S NEUTRAL ARBITRATION PROGRAM HAS BEEN DESIGNED TO GIVE NEITHER PARTY ANY SPECIAL ADVANTAGE. IF A DISPUTE ARISES BETWEEN THE CARRIER AND THE SHIPPER ARBITRATION MAY BE A MUTUALLY BENEFICIAL ALTERNATIVE TO HELP RESOLVE THE DISPUTE. SECTION 49 U.S.C. SECTIONS 375.211 PROVIDES THAT A MOVER MUST HAVE A PROGRAM IN PLACE TO PROVIDE SHIPPERS WITH AN ARBITRATION ALTERNATIVE. ARBITRATION IS OPTIONAL AND NOT REQUIRED UNDER FEDERAL LAW. SUMMARY OF THE ARBITRATION PROCESS: ARBITRATION IS AN ALTERNATIVE TO COURTROOM LITIGATION. IT PROVIDES EACH PARTY TO THE DISPUTE TO PRESENT THEIR CASES AND ALLOWS A NEUTRAL THIRD PARTY ARBITRATOR TO MAKE DECISIONS AS TO THE MERIT OF EACH SIDE'S CASE. ARBITRATION SUBJECT TO THIS AGREEMENT SHALL BE CONDUCTED VIA WRITTEN SUBMISSION AND, SUBJECT TO THE ARBITRATOR'S DISCRETION, THROUGH TELEPHONIC APPEARANCE. AFTER THE INITIAL FILING FEES HAVE BEEN PAID AND THE ARBITRATOR SELECTED, THE INITIATING PARTY OR (CLAIMANT) MUST SUBMIT A WRITTEN BRIEF SUMMARIZING THEIR LEGAL POSITION AND FACTUAL CLAIMS. ALL SUPPORTING DOCUMENTATION MUST BE INCLUDED WITH THE INITIAL ARBITRATION BRIEF. COPIES OF ALL DOCUMENTS MUST BE SUBMITTED TO ALL PARTIES INVOLVED IN THE ARBITRATION. UPON RECEIPT OF THE CLAIMANT'S ARBITRATION BRIEF AND SUPPORTING DOCUMENTS, THE RESPONDING PARTY OR (RESPONDENT) WILL HAVE 30 DAYS TO FILE THEIR RESPONSIVE ARBITRATION BRIEF AND SUPPORTING DOCUMENTATION. FURTHER DEADLINES AND TIME TABLES ARE SUBJECT TO THE ARBITRATORS DISCRETION. LEGAL EFFECTS; IF THE ARBITRATION ALTERNATIVE IS CHOSEN, THEN ANY DECISION MADE BY THE ARBITRATOR MAY BE BINDING. ADDITIONALLY, AN ARBITRATION DECISION MAY NOT BE APPEALED IN A COURT OF LAW. ALL PARTIES AGREE THAT THE ARBITRATORS DECISION WILL BE BASED EXCLUSIVELY ON THE GOVERNING UNITED STATES FEDERAL LAW WITHOUT REGARD TO CONFLICTING STATE LAWS OR REGULATIONS. APPLICABLE COSTS EACH PARTY IS RESPONSIBLE FOR THEIR OWN COST ASSOCIATED WITH ARBITRATION. A BENEFIT TO THE ARBITRATION ALTERNATIVE MAY BE THAT IT IS LESS EXPENSIVE THAN TRADITIONAL LITIGATION. EACH PARTY IS RESPONSIBLE FOR 50% OF THE COST ASSOCIATED WITH SECURING THE ARBITRATOR AND



100% OF THEIR OWN EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES.

13. UPON BOOKING, UP TO 30-50% PAYMENT FEE IS REQUIRED TO BE PAID BY CREDIT CARD (VISA, MASTERCARD, DISCOVER) (THIS PAYMENT MAY SHOW UP ON THE CUSTOMER'S STATEMENT AS RELOCATE US) OR BANK WIRE AND OR DIRECT PAYMENT INTO COMPANY ACCOUNT. UPON PICKUP CARRIER MAY COLLECT UP TO 50-70%. PAYMENT WILL BE DUE IN THE FORM OF CASH OR POSTAL MONEY ORDER. THE REMAINING BALANCE MUST BE PAID IN FULL UPON DELIVERY BY CASH OR POSTAL MONEY ORDER. THE CARRIER RESERVES THE RIGHT TO COLLECT UP TO 70% OF BALANCE DUE PRIOR TO THE GOODS LEAVING THE ORIGIN STATE. SUBJECT TO FEDERAL LAW, PAYMENT IN FULL OF ALL CHARGES IS REQUIRED BEFORE DELIVERY AND PRIOR TO UNLOADING.

14. THE CUSTOMER UNDERSTANDS AND AGREES THAT SHOULD THE CUSTOMER FAIL TO EXECUTE OR RETURN THIS AGREEMENT, BY ALLOWING A CARRIER, OR A LICENSED CARRIER DESIGNATED BY NEW ERA RELOCATION LLC. TO PICK UP THE CUSTOMER'S BELONGINGS, THE CUSTOMER EXPRESSLY AGREES AND CONSENTS TO THE TERMS CONTAINED IN THIS AGREEMENT.

15. CUSTOMER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE GOODS AND SERVICES OBTAINED HERE-UNDER, THE MOVE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (VERBAL OR WRITTEN) OR ACTIONS OF NEW ERA RELOCATION LLC. OR THE MOVER. CUSTOMER ACKNOWLEDGES THAT THIS WAIVER CONSTITUTES A MATERIAL INDUCEMENT TO NEW ERA RELOCATION LLC. TO ENTER INTO THIS AGREEMENT.

16. NEW ERA RELOCATION LLC. REQUIRES THAT THE CUSTOMER MUST FIRST ATTEMPT, TO RESOLVE ALL DISPUTES IN WRITING, DIRECTLY WITH NEW ERA RELOCATION LLC. PRIOR TO INITIALIZING A DISPUTE/REVERSAL WITH THEIR ISSUING CREDIT CARD PROVIDER. THE CUSTOMER MUST PROVIDE WRITTEN DESCRIPTION EVIDENCING ANY AND ALL BREACHES OF THE CONTRACT BY E-MAIL TO NEW ERA RELOCATION LLC. AT [INFO@NEWERARELOLLC.COM](mailto:INFO@NEWERARELOLLC.COM) THE CUSTOMER AGREES THAT FAILURE TO PROVIDE WRITTEN DOCUMENTATION CLAIMING THAT THE TERMS AND CONDITIONS WERE NOT ADHERED TO BY NEW ERA RELOCATION LLC., FORFEITS THE RIGHT TO DISPUTE THIS CLAIM WITH THEIR ISSUING CARD PROVIDER.

17. AS THE CUSTOMER, I AGREE THAT ANY REFUSAL OR DENIAL OF SERVICE, EITHER VERBALLY IN PERSON OR OVER THE PHONE, WILL BE TREATED AS A LATE CANCELLATION MADE OUTSIDE OF THE CANCELLATION WINDOW. I UNDERSTAND THAT NO REFUND WILL BE ISSUED IF I REFUSE OR DENY SERVICE ON THE DAY OF PICK UP. IF I CLAIM THAT SERVICE WAS NOT RENDERED I MUST PROVIDE NOTICE OF ANY SERVICE FAILURE MADE BY NEW ERA RELOCATION LLC., IN WRITING TO [INFO@NEWERARELOLLC.COM](mailto:INFO@NEWERARELOLLC.COM)

18. IN SIGNING THIS AGREEMENT, I THE CUSTOMER, AGREE THAT; NEW ERA RELOCATION LLC., HAS PROVIDED A DATED COPY OF THE ESTIMATE AND [INFO@NEWERARELOLLC.COM](mailto:INFO@NEWERARELOLLC.COM) CHARGES AT THE TIME I SIGNED THE AGREEMENT. NEW ERA RELOCATION LLC. HAS PROVIDED ME WITH NOTIFICATION OF THE METHODS OF PAYMENT REQUIRED TO PAY THE MOTOR

**CARRIER FOR BALANCES DUE. ALL COSTS AND CHARGES ARE CLEARLY INDICATED ON THIS ESTIMATE, AND THE CHARGES REPRESENTED ON THIS ESTIMATED ARE ONLY FOR THE SERVICES AND INVENTORY SPECIFICALLY INDICATED ON THIS**

### Articles List 80 Items, 248 Pieces

Qty	Items	Qty	Items	Qty	Items
2	BAR, STOOL	1	COMPUTER DESK	8	PLASTIC BIN, MED.
1	BED, DOUBLE (WITH MATTRESSES)	2	CORNER TABLES	7	PLASTIC BIN, SM.
1	BED, KING (WITH MATTRESS)	1	DESK, DOUBLE	5	PLASTIC SHELVING UNIT
2	BED, QUEEN (WITH MATTRESS)	1	DESK, HUTCH	1	PLASTIC STORAGE DRAWERS
1	BED, TWIN (WITH MATTRESS)	2	DESK, REGULAR	1	RECLINER
1	BENCH, LARGE	4	DINING CHAIR	1	ROLLING CART
1	BENCH, LARGE	1	DINING TABLE	1	SECRETARY DESK, ANTIQUE
2	BLACK & TAN CHEST	1	DRESSER, DOUBLE	1	SERVER
1	BLACK STORAGE CUBBY UNIT	4	DRESSER, SINGLE	2	SLEDS, SKIS
2	BOOKCASE 6X3	1	DRESSER, TRIPLE	1	SMALL TABLE
1	BOOKCASE MED	1	DRYER	1	SOFA TABLE
1	BOOKCASE, SM.	1	FUTON	1	SOFA, 2 LOVE SEAT
11	BOX, BOOK/SMALL	1	GLOBE	2	SOFA, 3 SEAT/BED
13	BOX, CHINA/DISH	1	HAMPER	1	SOFA, SECTIONAL-2 PIECE
21	BOX, LARGE PBO	8	LAMP, FLOOR (PBO)	1	STEREO CONSOLE
31	BOX, MED. PBO	2	LAMP, TABLE (PBO)	1	T.V. FLAT SCREEN- 33-00
13	BOX, SMALL PBO	1	METAL SHELVES	1	TABLE
10	BOX, STAND-UP WARDROBE MEDIUM	1	MICROWAVE, STANDARD	1	TABLE, COFFEE
1	BUTLER TABLE	1	MIRROR, LG.	8	TABLE, END
2	CABINET, MEDIUM	2	MIRROR, REGULAR	1	TABLE, FOLDING
1	CHAIR, ARM	1	MISC CUBIC FEET	2	TABLE, KITCHEN
4	CHAIR, KITCHEN	5	NIGHT STAND	1	TOOLS
1	CHAIR, OVERSTUFFED	5	OCCASIONAL CHAIR	2	TRUNK, LARGE
1	CHEST, CEDAR	1	OTTOMAN, SM.	4	WALL SHELVES
1	CHEST, SMALL	1	PHYSICIANS'S SCALE	1	WASHING MACHINE
2	CHINA CAB, 1 PIECE	12	PLASTIC BIN, LG.	1	WICKER SOFA
2	CLOCK, GRANDFATHER			1	WORK BENCH, SM.

### Packing Material List

Qty	Material	Unit Price \$	Qty	Material	Unit Price \$	Qty	Material	Unit Price \$
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**Click on Online Electronic Signature to confirm your move online.**

If you no longer wish to receive emails from New Era Relocation, please click on unsubscribe

**Ryan F.**

Logistics Manager

904-364-0156

DOT number: 3122941

**Gold Standard Relocation**

"The New Moving Standard"

## EXHIBIT B



# EXHIBIT C

*State of North Carolina*  
*Department of the Secretary of State*

SOSID: 1922351  
Date Filed: 12/2/2019 10:21:00 AM  
Elaine F. Marshall  
North Carolina Secretary of State  
**C2019 331 00060**

Limited Liability Company  
ARTICLES OF ORGANIZATION

Pursuant to §57D-2-20 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company.

1. The name of the limited liability company is: **NEW ERA RELOCATION LLC**  
(See Item 1 of the Instructions for appropriate entity designation)
2. The name and address of each person executing these articles of organization is as follows: (State whether each person is executing these articles of organization in the capacity of a member, organizer or both by checking all applicable boxes.) **Note: This document must be signed by all persons listed.**

Name	Business Address	Capacity
STEVEN WEISS	ALLSTATE CORPORATE SERVICES CORP 2215 HENDRICKSON STREET SUITE 1 BROOKLYN, NY 11234	<input type="checkbox"/> Member <input checked="" type="checkbox"/> Organizer
_____	_____	<input type="checkbox"/> Member <input type="checkbox"/> Organizer
_____	_____	<input type="checkbox"/> Member <input type="checkbox"/> Organizer
3. The name of the initial registered agent is: **KARIMOV MEDE**
4. The street address and county of the initial registered agent office of the limited liability company is:  
Number and Street **111 NORTH 3RD STREET**  
City **SMITHFIELD** State: **NC** Zip Code: **27577** County: **JOHNSTON**
5. The mailing address, if different from the street address, of the initial registered agent office is:  
Number and Street \_\_\_\_\_  
City \_\_\_\_\_ State: **NC** Zip Code: \_\_\_\_\_ County: \_\_\_\_\_
6. Principal office information: (Select either a or b.)
  - a. ☒ The limited liability company has a principal office.  
The principal office telephone number: **N/A**  
The street address and county of the principal office of the limited liability company is:  
Number and Street: **111 NORTH 3RD STREET**  
City: **SMITHFIELD** State: **NC** Zip Code: **27577** County: **WAKE**

The mailing address, if different from the street address, of the principal office of the company is:

Number and Street: 111 NORTH 3RD STREET

City: SMITHFIELD State: NC Zip Code: 27577 County: JOHNSTON

b. ☐ The limited liability company does not have a principal office.

7. Any other provisions which the limited liability company elects to include (e.g., the purpose of the entity) are attached.

8. **(Optional):** Listing of Company Officials (See instructions on the importance of listing the company officials in the creation document.

Name	Title	Business Address
KARIMOV MEDE	MEMBER	111 NORTH 3RD STREET, SMITHFIELD, NC 27577

9. **(Optional):** Please provide a business e-mail address: \_\_\_\_\_  
The Secretary of State's Office will e-mail the business automatically at the address provided above at no cost when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is offered, please see the instructions for this document.

10. These articles will be effective upon filing, unless a future date is specified:

This is the 15 day of NOVEMBER, 2019.

NEW ERA RELOCATION LLC



Signature

STEVEN WEISS, ORGANIZER

Type or Print Name and Title

The below space to be used if more than one organizer or member is listed in Item #2 above.

Signature

Signature

Type and Print Name and Title

Type and Print Name and Title

**NOTE:**

1. Filing fee is \$125. This document must be filed with the Secretary of State.



US DOT 201822  
ICOMG 08109  
Van # 9001  
20336211

New ERA Relocation  
111 N 3rd Street  
Smithfield NC 27577  
Forman: Thomas Galszynski 7090  
201-273-1063

7/31/2020  
7th mile available for delivery

**INTERSTATE BILL OF LADING CONTRACT AND ORDER FOR SERVICE**

**ORIGIN**  
NAME: Jerry Spinner  
ADDRESS: 1612 Jekyll Lane  
CITY/STATE: Waxhaw, NC 28173  
PHONE: 203-298-2929  
Agent name: K-PAV

**DESTINATION**  
NAME: Jerry Spinner  
ADDRESS: Storage 750  
CITY/STATE: Setonket NY 11733  
PHONE: 203-298-2929  
Phone: 904-267-1581

**1. FORM OF PAYMENT:** Upon booking a 20% deposit is required to be paid in the form of credit card (Visa, Mastercard), cashiers check or money order. Prior to pickup 70% of the balance is due in the form of cashiers check, cash, postal money order. At delivery the balance is due prior to unloading in the form of Cash or Post Office Money Order Only. The Carrier reserves the right to collect up to 100% of balance due prior to the goods leaving the origin state. Payment in FULL of all charges is required before delivery and prior to unloading - Subject to the 110% law, if applicable. All charges are based on full tariff rates.

Customer's signature: [Signature] Date: 7/31/20

**2. NOTICE:** By this reference the bill of lading and order for service and all their terms, conditions, and estimated charges are combined and incorporated by reference in accordance with 49 CFR 375.505(a). The total estimated charges for service is not a guarantee of the final total actual charges - which may increase or decrease based upon actual services performed, quantity of items shipped, accessorial services, destination services, and/or weight of shipment.

**TOTAL ESTIMATED CHARGES:** (estimates are not guaranteed) \$ 14423.34

**SPECIAL SERVICES:**

☐ STORAGE ☐ SHUTTLE ☐ STAIRS  
☐ MOTORCYCLE ☐ LONG CARRY ☐ PIANO  
☐ SAFE ☐ P.G.S. pickup/delivery \$  
☐ OTHER/BULKY  
☒ SPACE RESERVATION 4200 Cu. Ft. (minimum charge \$4200)

**3. DISCLOSURES:** Packing materials/labor are not included and will be charged extra per items ordered on the packing materials list. The space reservation option, if selected by shipper, will be used to determine line haul charges. Bill of Lading is the controlling shipping contract. All charges including additional services will be charged based on the full tariff rates. See reverse side for important information including arbitration information. Tariff is available for inspection upon reasonable request by calling carrier. **Agreed pickup/delivery periods:** Pickup and delivery dates are not guaranteed unless the optional Premium Guaranteed Service (P.G.S.) is purchased. Standard Service (S.S.) period is up to a maximum of thirty business weekdays, not including storage time, beginning on the first date indicated as available for delivery (not the date of pickup). The date above indicated as "1st available for delivery" is first date of the delivery window and not the promised delivery date. Estimated delivery period is up to thirty business days from date indicated as first available for delivery.

**Filing of claims:** Carrier shall not be liable for the loss or damage of the goods unless claim is made in writing supported by proof of ownership, value, and weight. As a condition precedent, all outstanding monies due to the carrier must be paid in full before any claim can be made. Claims must be filed within 9 months of delivery or demand thereof is refused and must be limited to the destination descriptions of damages for each item on the inventory logs. All damages and missing items must be noted on the inventory logs. Damage indications must specify each item damaged at the time of delivery. Shipper or agent has full authority to order services and enter into agreement.

**Special Services:** Shipper will be notified of final charges prior to delivery and while in transit. On interstate moves an 18 wheeler may be used to deliver the property. If destination address does not have access for an 18 wheeler the shipper will be required to pay for shuttle service. Full re-handling/delivery fees are applied when the carrier must make a second attempt to deliver the property if for any reason the shipper did not accept delivery on the first attempt. For all estimates there may be additional charges for flights of stairs, elevators, extra drop-offs, or pick-up/delivery, long carriers, and shuttles for residences in restrictive areas.

**TO BE SIGNED PRIOR TO SERVICES BEGINNING:**  
I acknowledge, have read, and agree to all the terms and conditions on both sides of this bill of lading contract and order for service. I have received the arbitration information and the booklet "Your Rights and Responsibilities When you Move and pamphlet Ready to Move. I agree to pay for the total charges for moving services. I approved the total to pay for the total charges for moving services beginning and give permission for the moving company to begin services.

Customer's signature: [Signature] Date: 7/31/20  
Moving company representative signature: [Signature] Date: 7/31/20

**WEIGHT CHARGES:**

Rate	lbs.	@	\$	per	lbs.	\$
Additional	lbs.	@	\$	per	lbs.	\$

**CUBIC FEET CHARGES:**

Rate	cu. ft.	@	\$	per	cu. ft.	\$
Additional	cu. ft. <th>@</th> <th>\$</th> <th>per</th> <th>cu. ft.</th> <th>\$</th>	@	\$	per	cu. ft.	\$

**HOURLY CHARGES:**

Part One:	Start Time	End time	Hourly
Part Two: <th>Start Time</th> <th>End time</th> <th>Hourly</th>	Start Time	End time	Hourly

**PACKING MATERIALS AND LABOR**

Total material and Packing (see attached materials price list)	\$
Full Packing Service:	\$4200
Other:	\$612

**OTHER SERVICES:**

Fuel surcharge:	\$
Stairs: <td>\$</td>	\$
Long Carry: <td>\$</td>	\$
Shuttle: <td>\$</td>	\$
Misc. Duty Item: <td>\$420</td>	\$420
Split pickup/delivery to extra stop-off: <td>\$</td>	\$
Valuation:	\$1100
Other:	\$

**STORAGE CHARGES:**

Days @ cu. ft.	@ \$	per cu. ft. per month	\$
Other:	Customer Deposit		\$4197

Notice of Maximum amount due upon delivery. Final charges will be based on actual weight or cubic feet of property and services provided or time. Maximum amount to be paid and demanded at destination is the amount of the last issued non-binding estimate plus 10% or 100% of the binding estimate; plus post contract services; any remaining balances due will be billed after 30 days of delivery. Payment in full of all charges is due before unloading. Fees for post contract services must be paid in advance of delivery and prior to unloading. There may be a fuel surcharge on all orders. Conversion formula: Conversion from weight to cubic feet, or vice versa, be a multiple of 7 to perform the calculations for the total charges.

**SUMMARY OF CHARGES:**

	GRAND TOTAL:	\$15042
PARTIAL PAYMENT:	\$4500	
PARTIAL PAYMENT:	\$	
BALANCE DUE:	\$10542	
PRICE ADJUSTMENT:	\$	
NEW BALANCE DUE IN 30 DAYS:	\$	

**DELIVERY ACKNOWLEDGEMENT:**  
The shipper hereby acknowledges that the shipment was received in apparently good condition except as noted on the inventory list. Furthermore, the shipper acknowledges that all the services that were ordered have been performed, have been fully satisfied, and the truck was inspected and nothing has been left behind. Shipper and/or agent has full authority to accept the shipment and enter into this agreement.

Customer's signature at delivery: [Signature] Date: 7/31/20

