

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

**JEFFREY SPINNER, BILL POMPLIANO,
& SAMANTHA SCHWARTZ,**
*Plaintiffs & Purported
Class Representatives,*

Civil Action No: 20-CV-6288(JS)(AYS)

-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.

**SECOND AMENDED
VERIFIED
CLASS ACTION CIVIL
COMPLAINT WITH INJUNCTIVE
& DECLARATORY RELIEF**

JURY TRIAL DEMANDED

Plaintiffs and purported class representatives, Jeffrey Spinner, Bill Pompliano, and Samantha Schwartz complain as follows:

INTRODUCTION

This action seeks damages, injunctive and declaratory relief on behalf of a class of all persons who hired Defendants for their interstate moves during 2018 to present.

Through a common and uniform course of conduct, Defendants knew or should have known that they did not intend to honor their obligations under federal laws and the contracts they procured from customers. The purpose of this action is to hold Defendants and all those involved accountable for the maximum legal and equitable relief for defrauding the consuming public.

The facts show Defendants engage in a scheme where once they load onto their trucks customers valuable household goods, cherished family heirlooms and other property then they hold it hostage for cash ransoms of tens of thousands of dollars more. Defendant GOLD STANDARD then actively engages itself acts as if it is intervening to find the property, but later denies liability after inducing consumers into contracts with them and taking their money.

This action involves 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. GOLD STANDARD denies liability. However, state corporate and DOT records show Defendants are all united, operated by Defendant Maggie

Drayton, the mastermind and owner of numerous fictitious LLCs that connect Defendants as one operation using the same addresses in Florida.

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. At all times mentioned herein, Plaintiff Bill Pompiano is an individual and natural person domiciled in North Carolina.
3. At all times mentioned herein, Plaintiff Samantha Schwartz is an individual and natural person domiciled in Michigan.
4. Defendant NEW ERA RELOCATION LLC ("NEW ERA") was 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 uses the address "933 Beville Road, South Daytona, Volusia County, Florida" in documents filed with the Florida secretary of State.
5. 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.
6. 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"—the same address listed for NEW ERA. GOLD STANDARD operates as a common carrier and/or broker operating, managing and holding Defendant NEW ERA as its wholly owned subsidiary.
7. 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 at 933 Beville Road, South Daytona, Volusia County, Florida"—the same address listed for NEW ERA and GOLD STAR. RELOCATE owns and operates Defendants NEW ERA and GOLD STAR.
8. Defendants MEDE KARIMOV a/k/a Medetbek Karimov with, upon information and belief, an address at 33 Diamante, Irvine, California 92620, cell phone 202-300-9630 and presently using an e-mail of KGVanlines@gmail.com, THOMAS GALCZYNSKI, JENNIFER BLAKE, SAMMI "Doe" and RYAN F "Doe" are natural persons actively involved as principals,

officers, agents, servants or employees of Defendants NEW ERA and GOLD STANDARD RELOCATION, LLC.

9. 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.

10. Defendant DRAYTON dominates, manages and controls and is a principal, owner, member and/or manager of Defendants NEW ERA, GOLD STANDARD and RELOCATE.

11. Defendants NEW ERA, GOLD STANDARD and RELOCATE (collectively, the “LLC Defendants”) are persons and/or companies 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.

12. Each of the above named Defendants, including the individuals, jointly and severally procure carrier contracts in their ongoing scheme of conversion, theft, extortion and concealment of consumer property. Upon information and belief, Defendants are not domiciles of New York. 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

13. 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”).

14. More than 100 putative class members exist and the amount in controversy by any one plaintiff is not less than \$25, nor less than \$50,000 of the aggregate of all claims. At least one named Plaintiff is diverse from all defendants as Plaintiff Spinner is a citizen of a state different from Defendants. 15 U.S.C.A. §2310(d)(3).

15. Pursuant to the Class Action Fairness Act (“CAFA”), the aggregate claims of the individual Class members exceed the sum or value of \$5,000,000, exclusive of interests and costs, and inclusive of punitive damages, treble damages and attorney’s fees as permitted in the New Jersey Consumer Fraud Act and other laws alleged herein. This is a class action in which many proposed plaintiff class members are citizens of different states from Defendant.

16. 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.

17. Jurisdiction over the pendent state claims exists under 28 U.S.C. §1367(a) as they are part of the same case and controversy.

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

19. 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 Plaintiff Spinner's contract was executed here, Defendants' websites and e-mails procure business here, their websites affirm they regularly conduct and transact business in this district and Plaintiff Spinner obtained an injunction in this case against Defendants Gold Standard and New Era in this venue that shows they are more likely one and the same operation.

20. C.P.L.R. §§301 and 302 also subjects Defendants 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.

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

FACTS

Plaintiff Spinner

22. 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 an interstate move of 3,200 cubic feet of household goods and furnishings from Union County, North Carolina to Suffolk County, New York.

23. 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, but that 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.

24. On July 17 and 29, 2020, RYAN emailed via the internet to Plaintiff's computer in Suffolk County a written "Binding Moving Estimate" of GOLD STANDARD with NEW ERA's logo at top, for the interstate move of 3,200 cubic feet of Plaintiff's household goods (**Exhibits A & B**).¹

¹ 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.

25. Consistent with RYAN repeatedly affirming to Plaintiff that GOLD STANDARD and NEW ERA were the same company, page 1 of those documents have NEW ERA's logo at the top, the top left of the first pages, page 9 and the last page all list RYAN as NEW ERA's "Customer Rep", "Representative" and "logistics manager", Ryan lists his email at "goldstandardrelocation.com" showing NEW ERA is its subsidiary and NEW ERA's website is listed on those documents.

26. Those documents, paragraph 5, further confirm that Defendants are the same as the fee for "moving coordinator services" provided by Defendant NEW ERA is, upon information and belief, shared with GOLD STAR.

27. Nowhere do those Contracts state GOLD STANDARD is a broker.

28. Plaintiff was induced to and did believe the entire time that he was dealing with GOLD STANDARD that owned and operated NEW ERA, and based on those representations he executed a binding contract for his move and paid \$9,417 as a deposit for his move.

29. The July 20 binding estimate was for \$14,423.34, with the following material terms:

- page 2 guarantees the contract price for 3,200 cubic feet of goods 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 order"
- at page 6, Customer elected a binding price not to exceed the estimate (**Exh B**).

30. Page 9 of the July 20 contract, entitled "Articles List 80 Items, 248 Pieces", lists Plaintiff's property, including antiques and irreplaceable family heirlooms from the holocaust, such as a "Clock, Grandfather", "Physician's Scale", "Secretary Desk, Antique", and "antique dining room table/chairs/hutch".

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

32. On or about July 30 through August 2, 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.

33. On August 2, 2020, the tractor departed with the goods and, in accordance with the Contract, Plaintiff paid an additional \$4,500.00 to Defendant GALCZYNSKI, who accepted it on behalf of the LLC Defendants.

34. 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 New York. As of December 4, 2020, according to the Contract, the balance due was \$ 9,300.00, comprising \$4,500.00 for moving and \$4,800.00 for storage in a climate-controlled warehouse.

35. 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 his property was 4,200 cubic feet, and not 3,200 cubic feet. However, that is impossible when the trailer used had a maximum load of 3,270 cubic feet, as alleged in paragraph 26 above.

36. Next, on or about December 19, 2020, Defendants texted Plaintiff from “Jorge” demanding \$6,282.00 more in cash, totaling \$15,582.00 **in cash** as opposed to the \$9,300.00 binding price.

37. Plaintiff objected and demanded a Bill of Lading mandated by 49 CFR §375.505. Defendants emailed one listing Plaintiff as “Jerry” instead of “Jeffrey” and forged his signature at the bottom with a squiggly line when Plaintiff never signed that (**Exhibit C**).

38. 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.

39. That forged document also has three different dates. At the top right is July 31, 2020, yet bottom left signature blocks” and the bottom right block as “Delivery Acknowledgement” are predated “7/3/20, which is impossible as the goods were taken August 2, 2020. A Bill of Lading by law is signed at the time of departure, not before.

40. Plaintiff next discovered that Defendants use fake addresses on their Federal DOT filings, State Corporate filings, their website and the Contract as “111 N. 3rd 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**).

41. Defendant NEW ERA’s fake address is also 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 to deceive consumers as if a “principal office” exists when it does not (**Exhibit E**).

42. During those times in December, 2020 and thereafter that Defendants were conducting business with Plaintiff Spinner, and as later shown below with the other Plaintiffs, Defendant NEW ERA was “**not authorized**” by the DOT to conduct carrier business as of December 16, 2020 because it did not have any insurance as mandate by law (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) (**Exhibit F**).

43. From December 4 through December 23, 2020, Plaintiff demanded by phone and emails that Defendants deliver his property to his home in Long Island New York, but they refused unless Plaintiff paid the cash ransom of \$6,282.00.

44. 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 physical address of the property (**Exhibit G**).

45. Rather than respond to the letter, on December 28, 2020, at 3:58 p.m., a man called Plaintiff from a blocked number stating "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 requested that Chris call Plaintiff’s lawyer and Chris’ replied "I'm not speaking to no one", and Plaintiff hung up.

46. At 3:59 p.m. that day, that man called from a blocked number, leaving 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 <https://drive.google.com/file/d/1ROuv1PyDMfO0YYDZbwKTV1yygf6uwVe6/view?usp=sharing>)

47. Next, Plaintiff filed this action and obtained preliminary injunctive relief to prevent the unlawful disposal of his goods “held hostage” for a \$15,582.00 cash ransom.

48. After two Orders of this Court on December 30, 2020 and January 14, 2021, Plaintiff found his goods moldy, damaged and destroyed in a dirty trailer on the side of the road at Route 440 South, Bayonne, New Jersey.

49. As a direct and proximate result of Defendants illegal conduct, Plaintiff Spinner his irreplaceable antiques and other property, and paid legal fees and costs for this action.

Plaintiff POMPLIANO

50. Since Plaintiff Bill Pompliano son tragically died some three years ago, he kept his son’s personal belongings to remember him. However, Defendants made the memory a nightmare by holding his son’s property hostage for more cash then stealing it during the move.

51. Like Plaintiff Spinner, before Pompliano entered into a moving contract with Defendants he specifically asked GOLD STANDARD's representative Jim whether they were a broker because he did not want to deal with a broker. Jim responded that GOLD STANDARD was not a broker and they owned their own trucks.

52. Consistent with those representations, the binding contract and communications to Plaintiff contained both NEW ERA's and GOLD STANDARD's logos and were executed by GOLD STANDARD's employees to indicate to the consumer they were one and the same company.

53. Plaintiff was induced to and did believe the entire time that he was dealing with GOLD STANDARD that owned and operated NEW ERA, and based on those representations he paid over \$16,000 for his move.

54. In fact, Plaintiff's October 29, 2020 "Binding Moving Estimate" listed "Jim" as the Customer Rep and listed a GOLD STANDARD's email address and a website for NEW ERA.

55. Also, from on or about September, 2020 to March, 2021, Defendants representatives, including Defendant JENNIFER BLAKE, at cell number of 941-417-4846, repeatedly communicated with Plaintiff by representing herself as the logistics coordinator for Defendant NEW ERA and also the manager of GOLD STANDARD, indicating they were the same company with the same employees.

56. On November 1, 2020, GOLD STANDARD and NEW ERA took Plaintiff's goods from Scottsdale Arizona to be delivered to North Carolina by the first week of December, 2020.

57. Once Defendants had the property, they commenced the same scheme of extortion as Plaintiff Spinner experienced, by holding the property hostage unless more cash was paid than the binding contract listed.

58. The scheme began December 25, 2020 when Defendants delivered some property, but refused to deliver anything more unless Plaintiff paid more cash.

59. Defendants put Plaintiff to task of making numerous complaints to exhaust and wear him down the entire time they refused to return his goods.

60. Months later, on February 17, 2021, Defendant BLAKE, acting as manager for Defendant GOLD STANDARD, e-mailed Plaintiff stating she is the "customer service for New Era Relocation, and New Era is actually shut down at this time", and refused any more information.

61. On February 26, 2021, Defendants sent a driver named Abdul to Plaintiff's North Carolina home to demand \$1,000 cash above the binding contracted rate.

62. After threats by the driver to collect \$1,000, Plaintiff paid \$500 in cash under duress and coercion to have Abdul unload the property. An inventory revealed missing property, including that belonging to Plaintiff's deceased son, a piano, a custom table, a flat screen TV, dressers, electronics and other valuable items, and what was delivered was damaged beyond repair.

63. After Plaintiff complained to Defendants GOLD STANDARD and NEW ERA about the stolen and damaged goods, on March 19, 2021 Defendant BLAKE emailed that he should file an insurance claim to "Angie Marrara, Commercial Auto Underwriting, 380 Sentury Parkway, PO Box 3031, Blue Bell, PA US 19422 Telephone: (610) 397-5000".

64. Some time after March 19, 2021, the insurance company representative named Paul informed Plaintiff that there was no compensation because Defendants' policy was cancelled after numerous similar complaints of ransoms and thefts against them.

65. As a direct and proximate result of Defendants illegal conduct, Plaintiff paid legal fees and costs, lost their deceased son's irreplaceable property that Defendants damaged and stole, including Defendants stole Plaintiff's flat screen TV and electronics.

Plaintiff Schwartz

66. In December, 2020 Plaintiff SAMANTHA SCHWARTZ received communications from Dawn Harrington of Defendant GOLD STANDARD after Plaintiff searched a general website requesting universal quotes.

67. Harrington continually called Plaintiff, introducing GOLD STANDARD as "the second best full service moving company in the country and would give her the best price".

68. Once Harrington made clear that Defendant GOLD STANDARD was a mover with their own trucks, then Plaintiff entered into a contract and paid fees to move her property from Los Angeles to Michigan. Part of that property included her deceased father's belongings.

69. Plaintiff paid \$706.48 to GOLD STANDARD by credit card for a December 20, 2020 move.

70. On December 20, 2020, a truck took her goods after she paid another \$850 and \$90 in cash to Defendants. Although Defendant GOLD STANDARD's contract promised delivery by December 23, 2020 to Michigan, they withheld her property for over three months, stole most of it and delivered what was left damaged.

71. First, on January 30 at 6 PM they delivered only some of her property and demanded cash of \$850 despite that the move was missing most of her property.

72. After Plaintiff complained to GOLD STANDARD, on February 1, 2021 Defendant JENNIFER BLAKE requested a list of the missing items and assured they would return it.

73. On March 10, 2021, Defendant GOLD STANDARD sent a second truck, they took another \$30 in cash, which Plaintiff's property was returned damaged and most of it missing when unloaded, which she highlighted in an inventory she sent to GOLD STANDARD (**Exhibit H**).

74. GOLD STANDARD refuses to return her missing property or compensate her for damages.

75. As a direct and proximate result of Defendants illegal conduct, Plaintiff paid legal fees and costs, lost her deceased father's irreplaceable property that Defendants damaged and stole, including Defendants stole Plaintiff's flat screen TV and other property.

THE CONNECTION SHOWING DEFENDANTS OPERATE AS ONE

76. 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 I**-transcript), despite Plaintiff's counsel producing documents showing they are related by Defendant MARGARET DRAYTON filing LLCs as their owner and operator (**Exhibit J**).

77. Remarkably, GOLD STANDARD's counsel later 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".

78. According to corporate documents filed with the Florida secretary by Defendant DRAYTON, the LLC Defendants are one and the same company using the same address at "93 Beville Rd" and all owned by DRAYTON. As well, all Plaintiffs herein affirm that Defendant GOLD STANDARD specifically states they are not a broker but are a mover with their own trucks, which they stated Defendant NEW ERA was their wholly owned subsidiary.

79. In fact, 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.

80. Despite the DOT revoking Defendant NEW ERA's license on December 16, 2020, Defendants continued to procure contracts from consumers' and move their property nationwide and extort them for cash, and whether the ransom was paid or not, they continued to steal and damage consumer property. They also continued to provide "customer service" for the moving trucks they represented were their own.

81. There are 19 other similar complaints to the Better Business Bureau, as recent as February, 2021, and more complaints before the initial complaint in this action was filed, describing how

Defendants “lied”, are “scamming” and holding “hostage” consumers’ property and demanding cash never agreed to <https://www.bbb.org/us/nc/smithfield/profile/moving-companies/new-era-relocation-0593-90326232/complaints> (**Exhibit K**).

CLASS ALLEGATION

82. Upon information and belief, for years Defendants customarily held themselves out as a mover with their own trucks when asked to induce consumers to enter into moving contracts with them that Defendants would not honor.

83. Plaintiffs bring this action on behalf of themselves and a class of persons initially defined as follows, and based upon a three (3) year statute of limitations under the GBL:

For the period of three years before December, 2020, being December, 2017 through December, 2020 when this complaint was initially filed, all those consumers who entered into a contract with Defendant GOLD STANDARD after being led to believe they were the moving company and later GOLD STANDARD denied liability for those consumers’ property damage during the move by claiming they are only brokers

84. Excluded from the Class are Defendants and any affiliate, parent, or subsidiary, any entity in which Defendants have a controlling interest, any officer, director, employee, successor or assign of Defendants, anyone employed by counsel for Plaintiffs in this action, and any Judge to whom this case is assigned as well as his or her immediate family and staff.

85. The applicable criteria of Federal Rule of Civil Procedure Rule 23 are as follows:

Numerosity. Members of the Class are so numerous that their individual joinder herein is impracticable because it is composed of thousands of consumers geographically dispersed throughout New York and the United States. Numerosity is based upon the fact that there are over 40 complaints listed with the DOT and BBB about these Defendants, which common-sense dictates that number can be doubled or tripled as many consumers simply pay the ransom and do not realize they have rights under the law or a forum to complain to. Thus, the number of class members is more than the at least 50 needed. Also, the Class is ascertainable and identifiable because the precise number of members of the Class can be ascertained through discovery of Defendants’ sales, service, maintenance and complaint records, among other discovery to the DOT and local BBB bureaus, among other things..

Common questions. Common questions of law and fact exist as to all members of the putative Class and predominate over questions affecting only individual Class members. Those common questions include:

a. Whether Defendants violated the Carmack Amendment, as alleged in this complaint by convincing consumers they were a moving company and loading their property onto their trucks to be stolen and damaged, while Defendants and their subsidiaries, agents and employees misled

consumers that they were resolving the damage when they were not, and did not intend to be liable, while they collected and received fees from the consumers.

b. Whether Plaintiffs and the other putative Class members are entitled to equitable relief, including but not limited to restitution or a preliminary and/or permanent injunction, and

c. Whether Plaintiff and the other Class members are entitled to damages and other monetary relief, including a one-time uniform payment representing the average damage amount of all claims.

Typicality. Plaintiffs' claims are typical of the claims of the Class because, among other things, Plaintiffs were induced into entering into moving contracts by Defendants holding themselves out as movers.

Adequacy. Plaintiffs are adequate representatives of the Class because their interests do not conflict with the interests of the members of the Class they seek to represent, and they and their counsel will fairly and adequately represent the interests of the Class. Plaintiffs have retained counsel competent and experienced in complex class action litigation to prosecute this action vigorously.

Superiority. The class action is superior to other available means for the fair and efficient adjudication of this dispute. The injury suffered by each Class member, while meaningful on an individual basis, is not of such magnitude as to make the prosecution of individual actions against Defendant economically feasible as, upon information and belief, each member expended on average about \$7,000.00 for their moves. Class members of moving scams can not afford to sue such defendants as, for one thing, lawyers are not willing to take their cases since their total hours and fees for such actions are more than what may be recoverable and contingency arrangements are not worth these cases as single cases are not worth the amount of time nor can consumers afford to pay attorneys hourly as the time outweighs the damages. Even if Class members themselves could afford such individualized litigation, the court system could not. In addition to the burden and expense of managing a myriad of actions, individualized litigation presents a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and the court system as presented by legal and factual issues of each case. By contrast, a class action presents far fewer management difficulties and provides the benefits of single adjudication, economy of scale and comprehensive supervision by a single court.

86. Alternatively, the Class may be certified because:

a. the prosecution of separate actions by the individual members of the Class would create a risk of inconsistent or varying adjudication with respect to individual Class members which would establish incompatible standards of conduct for Defendants;

b. the prosecution of separate actions by individual Class members would create a risk of adjudications with respect to them which would, as a practical matter, be dispositive of the interests of other Class members not parties to the adjudications, or substantially impair or impede Plaintiffs' ability to protect their interests; and

c. Defendants acted or refused to act on grounds generally applicable to the Class, for instance refusing to comply with Federal interstate moving laws, particularly the Carmack Amendment; thereby making appropriate final and injunctive relief with respect to the members of the Class as a whole.

87. Class certification is also appropriate because Defendants acted or refused to act on grounds generally applicable to the Class, such as following the mandates of the Carmack Amendment and other applicable federal laws, thereby making appropriate declaratory and/or injunctive relief with respect to the claims of Plaintiff and the Class members.

COUNT ONE: Carmack Amendment

88. Plaintiffs repeat each and every allegation above as though fully set forth herein.

89. 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.

90. 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.

91. 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.

92. 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.

93. 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.

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

95. 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.

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

97. As a direct and proximate cause of all Defendants' breaches under the Carmack Amendment, Plaintiffs 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.

98. 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

99. Plaintiffs repeat each and every allegation above as though fully set forth herein.

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

101. By virtue of their wrongful conduct, all Defendants received money from Plaintiffs, profited from these illegal transactions and must return all such fees that rightfully belong to Plaintiffs, as their unlawful conduct warrants they disgorge all such monies, with interest thereon.

COUNT THREE: GBL §349

102. Plaintiffs repeat each and every allegation above as though fully set forth herein.

103. Defendants, specifically GOLD STANDARD and NEW ERA, operate a consumer-oriented business of interstate moving and brokering such moves.

104. All Defendants materially misled Plaintiffs by representing that Gold Standard was not a broker and continued to materially mislead Plaintiffs into believing they are a reputable company operating under Federal laws, abide by such laws and properly pack and store their property, including in climate-controlled facilities, pursuant to the Contract and laws, leading Plaintiffs to agree to and pay for those services that Defendants never intend to provide but will extort Plaintiffs for more cash as is their custom to hold property hostage and damage and steal the rest.

105. 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.

106. To further dupe consumers that Defendants are a legitimate business with an actual place of business as required by state and federal laws, Defendants list false addresses belonging to other stores as their "headquarters", when they do not have a physical headquarters, and in violation of 49 CFR sec 390.5 which mandates a "principal place of business".

107. As a direct and proximate result of Defendants' frauds, deceptions and deliberate violations of laws existing to protect consumers exactly from these frauds, Plaintiffs suffered the conversion and loss of their property for months, were subjected to extortion demands for cash and the bulk of their property was missing, damaged and destroyed beyond repair.

108. Plaintiffs incurred expenses, costs and attorney's fees to have to appear before this court and Plaintiff Spinner specifically initiated filing for and obtained two injunctions directing Defendants to return his property, one of which found, based upon the evidence provided, the likelihood that Defendants GOLD STANDARD and NEW ERA were the same operation.

109. Defendant's acts and practices are not unique to the parties. These acts and practices of Defendants to deceive consumers, deliberately confuse them as to the nature of their company relationships and hold property hostage for cash are consumer-oriented and have a broader impact on consumers at large as numerous similar complaints exist online, including at the BBB and DOT websites.

COUNT FOUR: Fraud

110. Plaintiffs repeat each and every allegation above as though fully set forth herein.

111. 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 there is no recourse against them.

112. However, GOLD STANDARD's employees and agents specifically told each and every Plaintiff that they are the moving company.

113. Those are (a) a material, false representation, (b) made with the intent to defraud, (c) that was reasonably relied on by the plaintiffs to enter into contracts with Defendants, (4) thereby causing Plaintiffs damage as they did not want a broker and understood they were dealing directly with the mover; yet when their goods were held hostage, stolen and damaged, Defendants denied any liability despite being liable under federal laws.

114. Plaintiffs were damaged by paying tens of thousands of dollars for moving services by GOLD STANDARD that were false, fraudulent and deceptive, and meant to steal and damage their property.

COUNT FIVE: Breach of Contract

115. Plaintiffs repeat each and every allegation above as though fully set forth herein.

116. Plaintiffs entered into a binding Contract with Defendants, paid monetary consideration and Defendants took their property pursuant to its terms.

117. Defendants materially breached the Contract by not keeping their property safe or using a clean and climate-controlled storage unit, which are material terms of the Contract, holding their property hostage for cash not contracted for, and stealing and damaging their property.

118. As a direct and proximate result of the breaches, Plaintiffs have been damaged in the amount to be ascertained, but believed to be not less than \$100,000.00.

COUNT SIX: Negligence

119. Plaintiffs repeat each and every allegation above as though fully set forth herein.

120. 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 Plaintiffs' property so as to avoid damage and destruction thereto.

121. Defendants breached their duty to exercise reasonable care, which breach solely, directly and proximately resulted in the damage to and the destruction of the Plaintiffs' property.

122. 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, Plaintiffs property was damaged and destroyed in an amount of not less than \$100,000.00.

Permanent Injunction and Declaratory Relief

123. Plaintiffs repeat each and every allegation above as though fully set forth herein.

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

125. Plaintiffs 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 and state laws by using false addresses, switching names and LLC's, forging documents such as Plaintiff Spinner's Bill of Lading and deliberately confusing the public and the DOT as to who is a broker or carrier and which LLC is controlling the move by switching LLC names and creating new names to operate under once the DOT revokes an LLC's license, which an injunction to cease such conduct is needed.

126. Remedies at law, such as monetary damages, are inadequate to compensate for the injury because Defendants' misconduct leads to the loss of irreplaceable antiques and heirlooms that are not precisely quantifiable for Plaintiffs and consumers at large.

127. The balance of hardships tips in Plaintiffs 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 then they can never be replaced, which consumers use these Defendants to protect their goods, not steal them.

128. The public interest would not be disserved by the issuance of a permanent injunction mandating Defendants disclose their true identities to protect property as the public interest would be served to rid the nuisance that these Defendants create with their established history of holding consumers' household goods hostage for their own selfish pecuniary gain at the expense of innocent citizens who just want their household goods transported to their new homes without being victimized by Defendants' extortion.

129. Furthermore, Defendant GOLD STANDARD cannot escape liability as they take money from these transactions 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 also needed to protect the public from their shell game used to hold property hostage.

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

131. 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, Plaintiffs on their own behalf and on behalf of the Class demand judgment against Defendants as follows:

- A. An order certifying the Class and appointing Plaintiffs and their counsel to represent it;
- B. An order declaring as unlawful the conduct alleged to be a deceptive sales practice and violations of the Carmack Amendment, as well as related federal laws, and enjoining Defendants from continuing to engage in unlawful business practices as alleged herein;
- C. An order awarding Plaintiffs and the members of the Class restitution or other equitable relief as the Court deems proper, including, consequential damages;
- D. An order awarding Plaintiffs and the members of the Class pre-judgment and post-judgment interest and treble damages and punitive damages in an amount not less than Five Million Dollars;
- F. An Order requiring Defendant to provide notice to the Class under Rule 23;
- G. An order awarding Plaintiffs and the members of the Class reasonable attorneys' fees and costs of suit, including expert witness fees;

H. An order and judgment awarding such other and further relief as this Court may deem just and proper and fair.

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: April 4, 2021

LAW OFFICES OF SUSAN CHANA LASK
/s Susan Chana Lask

Susan Chana Lask, Esq.
*Attorneys for Plaintiffs and
the purported class*
244 Fifth Avenue, Suite 2369
New York, NY 10001
917-300-1958
scl@appellate-brief.com

Verification of Plaintiffs

I, Jeffrey Spinner, Bill Pompliano, and Samantha Schwartz, 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 an interstate moving Contract. I have personal knowledge of the facts set out in the foregoing *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: April 4, 2021


Jeffrey Spinner

/s (see attached next page)
Samantha Schwartz

/s (see attached next page)
Bill Pompliano

H. An order and judgment awarding such other and further relief as this Court may deem just and proper and fair.

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: April 4, 2021

LAW OFFICES OF SUSAN CHANA LASK
/s Susan Chana Lask

Susan Chana Lask, Esq.
*Attorneys for Plaintiffs and
the purported class*
244 Fifth Avenue, Suite 2369
New York, NY 10001
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scl@appellate-brief.com

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I, Jeffrey Spinner, Bill Pompliano, and Samantha Schwartz, 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 an interstate moving Contract. I have personal knowledge of the facts set out in the foregoing *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: April 4, 2021

/s (see page before this as signed)

Jeffrey Spinner


Samantha Schwartz

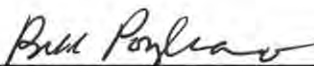

Bill Pompliano

Exhibit A



J. Arlen Spinner <retjcc@gmail.com>

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:
Created on:	07/16/2020	\$0.60 per lbs. per article \$0.00
		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:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

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

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 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

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 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- 33-60
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

Ryan F.

Logistics Manager

904-364-0156

DOT number: 3122941

Gold Standard Relocation

"The New Moving Standard"

Exhibit B



Jeffrey Arlen Spinner <sudya59@gmail.com>

Your Moving Estimate #3367211

1 message

Garrin - New Era Relocation <ryanf@goldstandardrelocation.com>
 Reply-To: Garrin - New Era Relocation <ryanf@goldstandardrelocation.com>
 To: sudya59@gmail.com

Wed, Jul 29, 2020 at 8:07 PM

NEW ERA

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/
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Moving From

Moving To

Jeffrey Spinner 1612 Jekyll Lane House / Ground Waxhaw, NC 28173 Phone: 203-298-2929 sudya59@gmail.com	Jeffery Spinner Storage Storage Setauket, NY 11733
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Relocation Details

Relocation Estimate

Job No: RR3367211	Total Tariff \$17318.00
Estimate Date: 07/29/2020	Tariff Discount: 39.02% -\$6758.00
Representative: Ryan	Basic Estimate Price \$10560.00
Move Type: Residential Long Distance, 687 miles	Fuel Surcharge: 9.00 % \$950.40
Estimated Volume: 3200 cf. (22400 lbs)	Platinum Pack @1.00 Per Cubic Feet \$3200.00
Estimated Rate: \$3.30 per cf	Bulky Item Fee For Grandfather Clock \$200.00
Move Day: Thursday/Friday	30 Days Of Free Storage And Free Re-Delivery \$0.01
Move Date: 07/30/2020-07/31/2020	Space adjust. \$612.93
Reference By: TRUCK	Priority Route Discount-Senior Citizen Discount-General Manager Discount -\$1100.00
Created on: 07/16/2020	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

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 traf fic, 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 SUBJECT 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 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

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 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

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	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 \$
-----	----------	---------------	-----	----------	---------------	-----	----------	---------------

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: 2071822
 ICOMG: 08104
 Van #: 9001
 RR 3367211
 New ERA Relocations
 111 N 3rd Street
 Smithfield NC 27577
 Forman: Thomas Galczynski
 INTERSTATE BILL OF LADING CONTRACT AND ORDER FOR SERVICE
 201-273-1063
 Date: 7/31/2020
 17 days available for delivery

ORIGIN		DESTINATION	
NAME	Jerry Spinner	NAME	Jerry Spinner
ADDRESS	1612 Jecyll Lane	ADDRESS	Storage 750
CITY/STATE/ZIP	Waxhaw, NC 28173	CITY/STATE/ZIP	Setauket NY 11733
PHONE	203-298-2929	PHONE	203 298 2929
Agent name	Ryan	Agent	904-261-1581

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 5375-505(a). The total estimated charges for service is not a guarantee of the final actual charges - which may increase or decrease based upon actual services performed, quantity of items shipped, accessory services, destination service, 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 restrictions)

3. DISCLOSURES: Packing materials/labor are not included and will be charged extra per item 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 agreements.

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-ups, 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	lbs @ \$	per lbs	\$
Additional			

CUBIC FEET CHARGES:

Rate	cu ft @ \$	per cu ft	\$
Base	3200	@ \$ 3.30	\$ 10560
Additional	1000	@ \$ 3.30	\$ 3300

HOURLY CHARGES:

Part One	Start Time	End Time	Hours
Part Two	Start Time	End Time	Hours

PACKING MATERIALS AND LABOR:

Total material and Packing (see attached materials price list)	\$
Full Packing Service: 10 \$ / per CF	\$ 4200
Other: 5000 lbs @ 1.20	\$ 602

OTHER SERVICES:

Fuel surcharge: 90.009	\$ 297
Shuttle \$	
Long Carry \$	
Shuttle \$	
Misc. bulky item	\$ 420
Split pickup/delivery to extra stop-off	\$
Valuation: Priority Route Dist	\$ 1100

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:	\$ 4580
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.

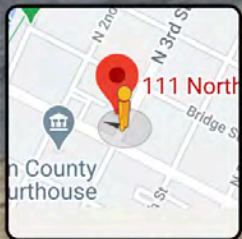
Customer's signature at delivery: [Signature] Date: 7/31/20

Exhibit D

111 N 3rd St
Smithfield, North Carolina

Google

Street View



Google

Exhibit E

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


Phone

Email

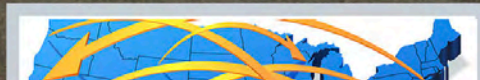
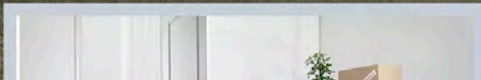
Zip Moving From

Zip Moving To *

Moving Date *

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](tel: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](#)

Entity Type: CARRIER																																	
Operating Status: NOT AUTHORIZED		Out of Service Date: None																															
Legal Name: NEW ERA RELOCATION LLC																																	
DBA Name:																																	
Physical Address: 111 N 3RD STREET SMITHFIELD, NC 27577																																	
Phone: (919) 659-0306																																	
Mailing Address: 111 N 3RD STREET SMITHFIELD, NC 27577																																	
USDOT Number: 3371822		State Carrier ID Number:																															
MC/MX/FF Number(s): MC-1081104		DUNS Number: --																															
Power Units: 8		Drivers: 8																															
MCS-150 Form Date: 03/30/2020		MCS-150 Mileage (Year): 700,000 (2019)																															
Operation Classification:																																	
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;"><input checked="" type="checkbox"/> Auth. For Hire</td> <td style="width: 33%;">Priv. Pass.(Non-business)</td> <td style="width: 33%;">State Gov't</td> </tr> <tr> <td><input type="checkbox"/> Exempt For Hire</td> <td>Migrant</td> <td>Local Gov't</td> </tr> <tr> <td><input type="checkbox"/> Private(Property)</td> <td>U.S. Mail</td> <td>Indian Nation</td> </tr> <tr> <td><input type="checkbox"/> Priv. Pass. (Business)</td> <td>Fed. Gov't</td> <td></td> </tr> </table>				<input checked="" type="checkbox"/> Auth. For Hire	Priv. Pass.(Non-business)	State Gov't	<input type="checkbox"/> Exempt For Hire	Migrant	Local Gov't	<input type="checkbox"/> Private(Property)	U.S. Mail	Indian Nation	<input type="checkbox"/> Priv. Pass. (Business)	Fed. Gov't																			
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Carrier Operation:																																	
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<input checked="" type="checkbox"/> Interstate	Intrastate Only (HM)	Intrastate Only (Non-HM)																															
Cargo Carried:																																	
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Mobile Homes	Coal/Coke	Construction																															
Machinery, Large	Meat	Water Well																															
	Garbage/Refuse																																

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

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

Exhibit G

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

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sammi@newerarelollc.com
garrin@newerarelollc.com
jennifer@newerarelollc.com
New Era Relocation
111 N. 3rd 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_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

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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). 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

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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 <retjcc@gmail.com>



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>



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/
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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:
Created on:	07/16/2020	\$0.60 per lbs. per article \$0.00
		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:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

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

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 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

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 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- 33-60
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 \$
-----	----------	---------------	-----	----------	---------------	-----	----------	---------------

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



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 08104
 Van #: 9001
 RR 3367211

New ERA Relocations
 111 N 3rd Street
 Smithfield NC 27577
 Forman: Thomas Galczynski
 201-273-1063

7/31/2020
 17 days available for delivery

INTERSTATE BILL OF LADING CONTRACT AND ORDER FOR SERVICE
 201-273-1063

ORIGIN		DESTINATION	
NAME	Jerry Spinner	NAME	Jerry Spinner
ADDRESS	1612 Jecyll Lane	ADDRESS	Storage 750
CITY/STATE/ZIP	Waxhaw, NC 28173	CITY/STATE/ZIP	Setauket NY 11733
PHONE	203-298-2929	PHONE	203 298 2929
Agent name	Ryan	Agent	904-261-1581

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% rule, 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 actual charges - which may increase or decrease based upon actual services performed, quantity of items shipped, accessory services, destination service, 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 established)

3. DISCLOSURES: Packing materials/labor are not included and will be charged extra per item 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 agreements.

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-ups, 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	lbs @ \$	per lbs	\$
Additional	lbs @ \$	per lbs	\$

CUBIC FEET CHARGES:

Rate	cu ft @ \$	per cu ft	\$
Additional	cu ft @ \$ <td>per cu ft <td>\$</td> </td>	per cu ft <td>\$</td>	\$

HOURLY CHARGES:

Part One:	Start Time	End Time	Hours
Part Two: <th>Start Time</th> <th>End Time</th> <th>Hours</th>	Start Time	End Time	Hours

PACKING MATERIALS AND LABOR:

Total material and Packing (see attached materials price list)	\$
Full Packing Service:	10¢/per cu ft = 4200 = \$4200
Other:	Sublet to 1402 = \$612

OTHER SERVICES:

Fuel surcharge:	90.009	\$	8297
Shuttl:	\$	origin	\$
Long Carry:	\$	origin	\$
Shuttle:	\$	origin	\$
Misc. Bulky Item:	4	\$	420
Split pickup/delivery or extra stop-off:		\$	
Valuation:	Priority Route Dist		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:	\$ 4580
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

Exhibit H

CONTRACTOR OR CARRIER

HOUSEHOLD GOODS DESCRIPTIVE INVENTORY

EVERYTHING HIGHLIGHTED IS MISSING!!

AGENT

PAGE NO. NO. OF PAGES
 CARRIER'S REFERENCE NO.
 CONTRACT OR OBL. NO.
 GOVT. SERVICE ORDER NO.
 VAN NUMBER

OWNER'S GRADE OR RATING AND NAME

Samantha Schwartz

CITY STATE
 Santa Monica CA 90403
 MI, 48009

DESCRIPTIVE SYMBOLS
 BW - BLACK & WHITE TV
 C - CORD TV
 CP - CARRIER PACKED
 PBO - PACKED BY OWNER
 CO - CARRIER DISASSEMBLED
 SW - STRETCH WRAPPED
 DBO - DISASSEMBLED BY OWNER
 PE - PROFESSIONAL BOOKS
 PE - PROFESSIONAL EQUIPMENT
 PP - PROFESSIONAL PAPERS
 MCU - MECHANICAL CONDITION UNKNOWN

EXCEPTION SYMBOLS
 BE - BENT
 BR - BROKEN
 BU - BURNED
 CH - CHIPPED
 CU - CONTENTS & CONDITION UNKNOWN
 D - DENTED
 F - FADED
 G - GOUNDED
 L - LOOSE
 M - MARRED
 MI - MILDEW
 MO - MOTTLE
 P - PEELING
 R - RUBBED
 RU - RUSTED
 SC - SCRATCHED
 SH - SHORT
 SO - SOILED
 ST - STAINED
 S - STRETCHED
 T - TORN
 W - BAGGY WORN
 Z - CRACKED

LOCATION SYMBOLS
 1. ARM 2. BOTTOM 3. CORNER 4. FRONT 5. LEFT 6. LEGS 7. REAR
 8. RIGHT 9. SIDE 10. TOP 11. VENEER 12. EDGE 13. CENTER 14. INSIDE
 15. SEAT 16. DRAWER 17. DOOR 18. SHELF 19. HARDWARE

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	CR. REF.	ARTICLES	CONDITION AT ORIGIN	EXCEPTIONS (IF ANY) AT DESTINATION	ITEM NO.
1	LAS	✓	✓	41 Table stand	1
2	LAS	✓	✓	42 TV "42"	2
3	LAS	✓	✓	43 Bag	3
4	LAS	✓	✓	44 Mirror wall	4
5		✓	✓	45 latter	5
6	LAS			46 Fuz ball	6
7	LAS			47 Matt	7
8	LAS			LAS - 48 Printer	8
9	LAS			49 Microwave	9
0	LAS			50 Fan	0
1	LAS	✓		51 vase	1
2	LAS			52 lamp	2
3	LAS			53 "55" TV	3
4	LAS				4
5	LAS				5
6					6
7	LAS			dining table	7
8	LAS			2 TVs	8
9	LAS			Bed frame	9
0				headboard	0
1				mattress	1
2	LAS			coffee table	2
3	LAS			desk	3
4	LAS			antique chair	4
5	LAS			floor length mirror	5
6	LAS			puff chair	6
7	LAS			lamps	7
8	LAS			3 boxes	8
9	LAS			table legs	9
0	LAS			latter	0
1	LAS			vase	1
2	LAS			trugs cheetah ven	2
3	LAS			shaggy white rug	3
4	LAS				4
5	LAS				5
6	LAS				6
7	LAS				7
8	LAS				8
9	LAS				9
0	LAS				0

Media Boxes

12 Blankets

total

ITEM NO. REMARKS/EXCEPTIONS

WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO 10 IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE BEFORE SIGNING CHECK LOSS OR DAMAGE IN SPAC

WARNING

Lot No 120233
 000
 RECEIVED

CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)
 AT ORIGIN
 (SIGNATURE)
 OWNER OR AUTHORIZED AGENT
 (SIGNATURE)

DATE 12/20/2020

TAPE LOT NO. TAPE COLOR
 NOS. FROM THRU
 CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)
 (SIGNATURE)
 OWNER OR AUTHORIZED AGENT
 (SIGNATURE)
 DATE DATE

Exhibit I

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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SPINNER,	: 20-CV-6288 (JS)
	: :
Plaintiff,	: :
	: United States Courthouse
-against-	: 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 J

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 ()

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 K

Better Business Bureau®

[My BBB](#)

[Home](#) > [North Carolina](#) > [Smithfield](#) > [New Era Relocation](#) > Complaints

Complaints

Complaints



New Era Relocation

111 N 3rd St
Smithfield, NC 27577-3939

<http://newerarelo.com>

[Email this Business](#)

(941) 417-4828

BBB Business Profiles may not be reproduced for sales or promotional purposes.

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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: Problems with Product/Service **Status:** Unanswered

02/08/2021

i am missing 4 large boxes my most important belongings my Doll collection and my wedding gown i have called the number and can not get an answer

Desired Outcome

Finish the job

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

02/07/2021

I have been trying to get this moving company to deliver my goods since ordering them on December 22, 2020. I have over 100 email with promises stating my goods are leaving Arizona on January 8th, January 13th, January 21. Emails, phone calls and text messages that state my goods left Arizona finally on January 27th. I spoke directly with the driver who said he was in Tennessee and would arrive on Tuesday February 2nd. This information was confirmed by the managing member of the company New Era Relocation, ***** on January 28th. February 2nd came and went. The driver then advised on Wednesday Feb 3rd that he stopped to do another move and would be here Saturday Feb 6th. When I communicated with him on Friday February 5th, he said he would be here on Monday February 8th. I am supposed to get a call 24 hours ahead of delivery to confirm. It is now 1:17 pm on Feb 7th and no one will communicate confirming delivery. Attached is partial communication between parties

Desired Outcome

Delivery

D

New Era Relocation Response

03/02/2021

The customer has been in constant communication with and was delivered on 02/12/2021. The customer did have some damaged and missing goods. ***** did give the customer claims information and offer to assist them. ***** also filed a DOT complaint on the customers behalf and offered the customer a partial refund. The customer did have trouble at deliver and we did deal with that accordingly as well. ***** is willing to assist is paying for the second crew that the customer hired her self because of the situation at delivery. ***** is also going after New Era Relocation (the carrier) however, the company has since shut down. ***** has reached out more times then the customer is saying, especially in the last month after they were delivered because ***** is trying to settle the issue at hand. The Last contact that the ***** had with the customer is on 02/26/21 and the customer replied to our email on 02/27/21 stating " : Hello ***, Appreciate the follow up. My attorney will contact you if we need anything." I have attached the emails from the last month. ***** will keep trying to assist the customer and is on the follow up list for this week. We want to assist the customer the best we can. We ask that if the customer or the customers attorney needs anything to please reach out to us during regular business hours and we would be more than happy to give them any information needed.

Complaint Type: Delivery Issues **Status:** Unanswered

02/03/2021

This is still an ongoing nightmare. 11 missing tubs of expensive crafting items and broken items and missing about 7 plus missing furniture items. This company is horrid! This nightmare needs to end. They were used through a moving brokerage. They showed up and then crossed off and changed the price, and gave me no choice but to initial and sign saying they were running late for the next pick up, they charged me 2000 more than my estimate, refused to let me look in the truck to take a picture of my packed items, we even bought them lunch! They had to walk less than 75 ft in which they charged me anyways saying it was over 75 ft and it was not I managed that property it was not far to where they loaded my items. My car broke down on our way from CA to FL to meet them with my items, I had free storage so I figured I'd be ok, nope! When I finally got the key to my items weeks later, the storage manager even commented how rude they were to her, I got the key which was left under the roll up door, anyone could have taken it. My items were scratched and broken and missing!. 11 tubs of my crafting and sewing stuff, broken crystal of my grandmother's and my george foreman grill bent and broken, not to mention missing furniture items. I was not able to be in FL when they delivered it due to my car engine blowing up and having to wait on a new engine. I called the brokerage company that day it happened and they reached out to New Era they said my stuff had already been packed and shipped. None of their forms they gave me even have their company name on it no phone numbers no contact person NOTHING. I got the insurance claim information from the broker, I listed all the items that were missing and broken, I spent 3 plus hours looking up items that I knew were in there and missing, I am sure there are still things I can't remember, then they denied my claim said they would pay me \$89.00 for my stuff! There is probably well over \$5000.00 missing!!!!

Desired Outcome

I want my stuff back!! I am a crafter I make and sell items, they have made me lose over \$600 a month from not having my items. I submitted everything with costs to replace the stuff from the 11 tubs, broken items, and missing furniture. They said too bad since I didn't sign for my delivery. They knew I wasn't going to be there and they moved my items anyways, then refused to tell me where my items were stored for about 2 weeks!! I want a refund for at least half of what I paid since my estimate was 2300 and they refused to let me take a picture of it loaded and then charged me another 2100 plus !! I want my items back or the money to replace them. Their insurance company has all my information and they know exactly what they owe me

Complaint Type: Delivery Issues **Status:** Unanswered

01/29/2021

This moving company made promises it simply didn't keep. They were to send an 18 wheeler and even indicated in paperwork that I ensure a "tractor trailer (18 wheeler) could be parked within 75" of my front door." They sent a 27" U-Haul truck with another load already inside, with 2 people, who were brothers, instead of the 3, as advised, and one of them was young wearing flip flops! Further, they're 4-6pm arrival ended up being closer to 9pm so my household items were loaded in the dark and finished at approx 130am and was advised due to the # of rows left on truck vs "cubic feet" once all was loaded, my cost was going to be higher. All this because the load already in the truck when I was told by New Era customer service rep, my items would be picked up first and given size of that load, my items almost didn't fit in the truck. And, when I had a final conversation with that rep to finalize all items, there was a minimal increase, not the cost I ended up paying upon arrival at final destination in Iowa. And items were delivered a day earlier and I wasn't there to accept/review items. Family members were and accepted on my behalf. There weren't enough people to unload and person in charge of delivery (foreman) contacted a company who sent over individual who, I was advised had been drinking, helped a little, became belligerent so he was paid \$40 by foreman and asked to leave. I arrived later that evening and checked my items for damage that I found and the hoops this company and possibly others require for submission of damages is ridiculous. I can appreciate why some consumers might give up and not submit claim! It's tedious, cumbersome and difficult. Once all was finally submitted, they will send a check for \$72.00. Not only did they overcharge me, damage to items, the lateness of pickup as well as situation with delivered and the absolute frustration along with time/effort filing the claim for just \$72.00. Product_Or_Service: Movers Account_Number: *****

Desired Outcome

Refund The \$76 doesn't consider any of the above! I was told and received docs about how move was going to be handled: the 1st load on company's 18 wheeler; picked up first; arrival between 4-6pm w/2 men; final review of all items with ***** CS rep, and cost increase was minimal; damaged items. ***** I had the morning after items picked w ***** G, CS rep, and I complained, she offered \$100 for p/up lateness. Never heard more or received that. I was misled and overcharged. Refund request: \$615.56.

Complaint Type: Delivery Issues **Status:** Unanswered

01/16/2021

Date of Pickup in NJ: 12/12/2020 Expected delivery to AZ: 1/14/2021
Contract states delivery window of 21 business days. Paid 2/3 of contractual agreement. Balance due upon delivery of goods. New Era Relocation is past due in the delivery of our goods with no estimated delivery ETA. Every day we are strung along with lies about the status of our goods. One day our goods are loaded on the truck, the next day they are not, the following day they left the warehouse, the day after there was a mechanical problem with the truck and goods are back in the warehouse, and so on. No customer service or escalation process. We have no commitment for when our goods will arrive, leaving us in an empty house with no expectation for completing the job. I'm asking the BBB for immediate help to drive resolution. We just want our things and a commitment of when they will arrive. Our job order number with the company is: *****

Desired Outcome

Delivery

Complaint Type: Guarantee/Warranty Issues **Status:** Unanswered

01/05/2021

Was told about inventory and quote. Wording on inventory unspecific but was understood that one bed meant the whole bed and was not clarified. Bad wording or unspecified explanation of what 1bed entails. **Bad to EMS and Fire bad for Veterans. Target people in need. Target essential workers. I'm a paramedic going to help with Covid**

Desired Outcome

I want my deposit back

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

12/28/2020

These movers tried to charge me almost \$500 more than what they told me. I had to give them \$250 more First they were an hour late, because their manager forgot I had booked them for today. I had to call to remind them about the move today, on top of they were supposed to move my items on Tuesday Dec 29th, like I discussed with them, but they had Monday on their records. So I had to be inconvenienced to move on a different day, because they book they day I wanted with someone else. When I spoke to the moving company they told me they were going to charge me a \$650 flat fee. I explained to them that I live on a second floor, there was a long hallway when they first walk into the building with no elevator and I'm moving to an apartment on the first floor and they would be putting most of the furniture in the garage and a few pieces of furniture in the apartment. He said he understood and told me \$650. Once the movers arrived one of the movers told me that because I live on the second floor and there's a long hallway he's going to have to charge me almost \$350 more. I explained to him that I had already told him that and he tried to act like he didn't remember what I was talking about. He told me he would get back to me and you never called me back. Once the movers were done they told me \$1100 and I told him I didn't have that on me at the original price was supposed to be \$650. They called the company and I spoke to the gentleman. I told him all I had on me was \$900 and that's what I gave them. They took all the money I had left and was so cold and unnerved by the fact that what he was charging me was not what he told me. He originally said he was going to give me a good price and wined it overcharging me. Everytime I asked him how he was coming up with that amount he gave me a different story each time, the first story was he was charged me by the hour then the second story was he wasn't charged me by the hour but a flat fee and added charges for a long hallway and then after that he just settle for whatever money I had on me. This company is so unprofessional and I wish I would have looked on the Better Business Bureau before I used their service and I would have seen that this is not the first time they upcharge their clients. I would like my money back. He told me \$650 and I paid him \$900. I want the difference back. This is absurd that this company is still running with all the bad reviews.

Desired Outcome

I would like a refund for the additional \$250 I had to give them.

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

12/11/2020

Hired New Era Relocation for an out of state move. All our furniture and many other items showed up with damage or completely broken. My husband and I hired New Era Relocation to move us out of state. The pick up date was July 31st in *****, NC. We ended up getting charged triple, the day of pick up, what we were quoted. Our move was to *****, MO. We needed storage for 30+ days as we hadn't closed on our new house yet. I was told to give the company a 2 week notice to ensure our movers could make that date or at least close to it. Fast forward to September 15th, I emailed the company after trying to reach them by phone numerous times, leaving voicemails and getting no response. I tried every phone number listed on the customer service sheet I was emailed upon the initial booking. *****, the customer service manager, replied to my email on September 16th to set up my move in date. I gave them a 3 week notice prior to when we needed to move in, October 9th. After getting no updates, I get a

call from the drivers with our belongings on October 1st telling me he will be at our house the following day. We weren't able to close on the house until the following week, which is why my first available delivery date was set for October 9th. **The driver had already loaded my belongings out of storage on the truck and kept harassing me all day trying to charge me double to restore our stuff until the following week. I finally got *****, the customer service rep at New Era Relocation to email me back after calling multiple times and no answer.** *****

***** assured me that the movers messed up the date and that I wasn't going to be charged double and that they would take care of the issue. Unfortunately, this meant that I was going to suffer for their mistake. This company kept giving me the run-around and refusing to tell me where our stuff was located and which storage unit. To this day I still don't know where our stuff was held. I wasn't given a new delivery date. Closing day came and we moved in a few belongings that we had, which consisted of a blow up mattress and a pack in play. After many calls to the mover and *****, nobody was able to tell us when we were to expect our belongings. At this point I assumed our stuff was just stolen and we had been scammed. My husband, newborn, two dogs and I got to sleep on the floor in our empty home for 5 nights. We were contacted out of the blue by the driver telling us he was going to try to show up on October the 13th. After most of the day had passed we called the driver who confirmed he would be at our house on the 14th instead. Again, most of the day had passed so we called the driver who kept pushing the delivery time back. The driver finally showed up at 10 PM and didn't leave until midnight on October 14th. As I was taking care of newborn and trying to get our bed put together at 1 AM, we decided to look over our belongings after a nights rest. The following day I am looking over our furniture, boxes and belongings. **Every piece of our furniture was scratched, had gashes missing or completely broken, some even had water marks. The water marks tell me that our stuff wasn't stored in a climate-controlled unit as we were promised.** Many dishes were broken, ironically our boxes labeled "fragile" were the only boxes busted and looked as if they had been thrown. Our bedroom mattress was filthy and had red/brown smudge marks all over it, resembling rusted water. I go to the basement for further inspection and find blood on our wall. I immediately contacted ***** via email to inform the company of all this and sent photos for proof. I told ***** that I was going to file a complaint and that I expected a full refund. I got a phone call from ***** apologizing for my experience and that I was going to receive an email with a link to file a complaint for review. I was told that it could take up to 90 days. I was told that *****'s GM would contact me, but that never happened. I've not heard any updates on my complaint that I filed almost 90 days ago and I've not received any money back for the damages. I filed my complaint on October 18.

Desired Outcome

I am seeking a full refund.

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 !

S

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 intaially 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 2:30-4:30 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.

S

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.

S

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.

P

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.

G

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

B

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.

W

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.

W

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 likelihood 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.

S

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

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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

S

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

K

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.

J

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.

T

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

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