

STATE OF NEW MEXICO
BERNALILLO COUNTY
SECOND JUDICIAL DISTRICT

HUGH GERIAK,

No. D-202-CV-2020-01081

Plaintiff / Petitioner,

v.

ALLIED VAN LINES, INC., a Delaware for-profit corporation,
ALBUQUERQUE MOVING AND STORAGE CO, INC.,
a New Mexico for-profit corporation,

Defendants.

VERIFIED COMPLAINT FOR DAMAGES,
PETITION FOR INJUNCTIVE RELIEF AND FOR IMPOSITION OF A
CONSTRUCTIVE TRUST

COMES NOW Plaintiff Hugh Geriak (“Consumer” or “Geriak” *hereinafter*) by and through THE LAW OFFICE OF DAVID C. KRAMER, LLC (David C. Kramer) and files his Complaint and Petition for Injunctive Relief and states:

I. PARTIES, JURISDICTION AND VENUE

1. Geriak is a former resident of New Mexico, is now resident of Montana, and paid one or both Defendants for moving and storage services in connection with a relocation from New Mexico to his new home in 2017.
1. Defendant Allied Van Lines, Inc. (“Allied”) is a Delaware for-profit corporation, and has its principal offices or headquarters in Fort Wayne, Indiana. On or about April 13, 2017 issued Order for Service Number 660671 in connection with sale of its services to Geriak. Allied is engaged in trade or commerce in New Mexico.
2. Defendant Albuquerque Moving & Storage Co., Inc., (“AMSC”) is a New Mexico for-

profit corporation and acted either as the agent for Allied in the transaction or acted as an affiliate of Allied in the transaction with Geriak. AMSC is engaged in trade or commerce in New Mexico. AMSC has its principal offices or headquarters in Albuquerque, New Mexico.

3. Jurisdiction is proper before this Court because this Court is a Court of General Jurisdiction.
4. Venue is proper in this District because at least one party has a principal place of business or domicile in this District and/or the facts giving rise to the claims took place in this District.

II. FACTS COMMON TO ALL COUNTS

5. All foregoing allegations are repeated as if alleged in full.
6. In 2017, Geriak was relocating from his home in Bernalillo County, New Mexico, to out-of-state. He initially thought he was moving to Wyoming but he ultimately moved to Montana.
7. In connection with the move, Geriak paid or promised to pay \$13,266.97 to Defendants for packing, moving and storage services of his belongings. At all times material to these allegations, AMSC and Allied either acted jointly, or with AMSC acting as the agent of Allied.
8. Geriak primarily dealt with a Dan Gillett who held himself out as both an employee of AMSC and Allied.
9. Gillett's business card had both the names Allied and AMSC printed on the card.
10. Gillett's business card had the net effect of conveying that he is an employee or agent of both Allied and AMSC.

11. Geriak paid for “Extra Care Protection” of his possessions to have a \$0.00 deductible for loss or damage. Geriak paid Defendants \$789.00 for this produce or service, which appears to be a type of insurance.
12. It is unclear whether Defendants can lawfully offer the sale of insurance to the public in New Mexico – in New Mexico the sale of insurance is regulated by the Superintendent of Insurance.
13. Geriak suffered medical events in 2017 which required several hospitalizations.
14. Geriak attempted to contact both Allied and AMSC with no success. He tried phone calls, e-mails and regular mail, as well as certified mail to AMSC in 2017.
15. Geriak’s belongings were missing and unaccounted for and Geriak could not obtain information on how and when he could regain access to his belongings.
16. This was of course over three (3) years ago and to this day, Geriak has been denied reasonable access to his possessions, including important files, records, documents, and other personal items. Upon information and belief, Defendants have only offered access to Geriak’s property upon payment of a “ransom” which is either not required under the contract or is not imposed by the terms of the contract.
17. Defendants have had possession of Geriak’s property, akin to “taking hostage,” from at least June, 2017, forward, so Defendants have now had Geriak’s possession **for forty three (43) months** with no reasonable offer made by Defendants to return them.
18. On or about October 21, 2018, Geriak filed a complaint with the Office of the Attorney General (“OAG”) regarding Defendants’ refusal to communicate with him and refusal to reunite him with his belongings.
19. Defendants did not resolve the complaint or provide a substantive response to Geriak.

20. Seven more months passed by with no action from Defendants and with Defendants continuing to hold the property of Geriak.
21. Over 2018, Defendants made numerous unfair, deceptive and misleading representations to Geriak, including that the price for “storage” in the agreement was not really for storage, but rather was for some other product called “monthly storage valuation protection.”
22. That phrase was not present in the contract so it was unfair or deceptive for Defendants to engage in a “bait and switch” from their storage quote of \$157.80 per month.
23. The moving and storage industry has long been known as being rife with bad actors who at times will hold hostage a consumer’s belongings to extract higher and higher payments while the consumer is desperate to retrieve his or her belongings. See *Why the Moving Industry is Filled with Fraudsters and Scam Artists*, Newsweek, 12/9/2016.
24. Here, Defendants are engaged in the same bait-and-switch and game playing as other bad actors in this industry.
25. For example, on the contract signed by Geriak, there was a quote for \$157.80 per month for “storage” under “additional charges.” See Contract, attached as *Exhibit A*.
26. Now Defendants say that this is not a quote for storage but for some other mystical unicorn of a product called “storage value protection.”
27. That term is never defined in the contract or even mentioned in the contract.
28. Defendants have a pattern and practice of using jargon, confusing agreements, and complex offerings of undefined products to allow them to defraud consumers.
29. This is compared with something that Geriak was agreeing to in the contract, called “Extra Care Protection” for which he was to pay, and which would give him a right to

collect at least \$23,286.97 with no deductible in the event of loss.

30. It appears that “Extra Care Protection” is a form of insurance. At no time did Defendants provide a declaration page or insurance policy to Geriak.
31. At no point have Defendants explained how Extra Care Protection or Storage Value Protection are different or if they are the same.
32. In communications between a Notah Howe, who holds himself out as the owner of AMSC, AMSC represented to Geriak that in order to get his property back, he would have to sign something called a “Change Order for Valuation Removal.”
33. Again, such an order is never mentioned in the contract, is patently absurd on its face, and there was no reason that Defendants could not just deliver Geriak’s property.
34. Certainly there are no laws or regulations of New Mexico that require a “Change Order” for delivery of a person’s property.
35. Defendants also referred to something called a “Transportation Valuation” for which they wanted to charge an extra \$900.00 in order to deliver Geriak’s goods.
36. Again, the Transportation Valuation is not mentioned in the contract. It was just used as a ploy or confusing phrase to try to extract more money from Geriak.
37. The contract (“order for service”) is worded in such a confusing and complex way that it is designed to confuse the consumer. It is a form used by Allied and AMSC.
38. Because Allied and AMSC drafted the contract, it will be construed against them.
39. The contract was a contract of adhesion – there are no facts tending to show that the terms were negotiable.
40. The contract is filled with jargon and double-speak such that a consumer would have little or no notice that federal law provides basically nothing in insurance of protection

for the consumer.

41. Overall, Defendants tended to cause confusion about material facts, or omitted material facts both from the initial contract and from the course of dealing, including:
- a. Whether storage was really \$157.80 per month;
 - b. What “transportation valuation” is;
 - c. What “Valuation Removal” is;
 - d. What “Storage valuation” is;
 - e. Whether Geriak could have his good delivered at any time;
 - f. Whether Defendants would impose “made up” or fabricated fees later;
 - g. Whether Defendants would “hold hostage” the personal belongings of Geriak;
 - h. Whether Defendants had the legal right to just hold Geriak’s property;
 - i. Whether Defendants had any liability for without just cause or excuse holding on to Geriak’s property for 16 months between the initial contract date and late 2018 when AMSC finally started responding at least in some way;
 - j. Whether Defendants could just “change the rules” by imposing fees and charges without basis;
 - k. Whether Defendants knew or should have known that they were depriving Geriak to access to his property;
 - l. Whether Defendants knew or should have known that Geriak was attempting to reach a resolution over 2017 and 2018;
 - m. Whether Defendants knew or should have known that the death of the main point of contact would cause delays or confusion.
42. The foregoing list contains examples only and is not an exhaustive list of all the unfair or

deceptive statements or omissions made by Defendants.

43. On or about May 3, 2019, Geriak, through an attorney, wrote to Defendants, again attempting a resolution and to obtain access to his possessions.
44. Again, this effort failed.
45. At this time, Geriak still does not know exactly where his property is or how to get it.
46. Geriak has made verbal and written offers to Defendants to resolve the claims for moving and storage fees but Defendants have not resolved the issues reasonably.
47. By their silence, Defendants are stating or implying that Geriak has abandoned his property, which is false, and stating or implying that they have the legal right to retain or sell his property, which is also false.
48. Defendants are liable for numerous claims as set forth below.

COUNT I – VIOLATION OF THE UNFAIR PRACTICES ACT

49. Each allegation above is re-asserted as if set forth in full.
 1. Defendants are engaged in trade or commerce in New Mexico, including by offering for sale goods and services including the sale of packing services, moving services, storage services, and insurance on property.
 2. The Unfair Practices Act (“UPA”), NMSA 1978, § 57-12-1, *et seq.*, states that any unfair or deceptive trade practice is illegal.
 3. The UPA is a remedial, consumer-protection statute and is to be construed liberally in favor of consumers to effectuate its purpose.
 4. Defendants have knowingly made numerous misrepresentations and/or assented to material omissions, in connection with the offering of their services to Geriak, including, without limitation:

- a. That they have the legal right to retain or dispose of Geriak's property.
 - b. That they have the legal right to not respond to Geriak in his reasonable requests for information.
 - c. That Extra Care Protection is not real or is something Defendants can waive;
 - d. That Storage Valuation fees were a cost or fee allowed in the contract;
 - e. That a Change Order was necessary for Defendant to allow Geriak to have his property;
 - f. That they have the legal right to charge for storage on items that Geriak has attempted to claim or have delivered which is commercially unreasonable.
 - g. That the "Extra Care Protection" that they sold Geriak does not apply to Defendants' actions in withholding his property.
5. The UPA also bans unconscionable trade practices.
 6. It is unconscionable for Defendants to keep Geriak's property while also charging him various fees when in fact virtually all of the costs or charges resulted from Defendants own inaction or delay.
 7. It is unconscionable for Defendants to charge Geriak for shipping and storage when they are denying Geriak the right to delivery – this results in a gross disparity between the price paid and the value receive.
 8. The UPA provides for statutory damages, actual damages, emotional distress damages, and attorneys' fees and costs.
 9. Wherefore Defendants are liable to Geriak in amounts to be determined at trial.

COUNT II – CONVERSION

10. Each allegation above is re-asserted as if set forth in full.

11. Defendants have converted Geriak's possessions to their own use or benefit.
12. At no time did Geriak consent to such a change in ownership of his possessions.
13. Geriak has made numerous attempts in various ways to obtain access to his belongings, all of which Defendants have denied or ignored.
14. Defendants are thus liable to Geriak for the conversion of his goods and property.

COUNT III – BREACH OF CONTRACT AND BREACH OF THE COVENANT
OF GOOD FAITH AND FAIR DEALING

15. Each allegation above is re-asserted as if set forth in full.
16. Geriak entered into a contract with Defendants whereby Defendants promised to ship and deliver his property to Geriak's new home.
17. Defendants have breached that contract by, among other things:
 - a. Failing to deliver the property to him timely;
 - b. Failing to allow Geriak to claim his property;
 - c. Failing to use commercially reasonable efforts to store or return Geriak's property, including "hiding" his property from him.
 - d. Failing to honor the "storage" price given by Defendants.
18. The written agreement between the parties states that Defendants will deliver Geriak's goods to him.
19. Geriak has offered to pay the face amount of what is owed under the contract and Defendants refuse, which is consistent with their "bait and switch" pattern and practice.
20. Defendants have not done so after repeated demands.
21. Due to Defendants' breach of the agreement, any performance by Geriak, including payment for storage, is excused.

22. The only reason that Defendants have incurred or imposed additional storage charges is because Defendants refuse to deliver Geriak's property and refuse to communicate with him.
23. Such conduct violates the clear provision of the agreement.
24. Defendants have also not honored their "Extra Care Protection" promise by failing to pay for the value of Geriak's possessions or otherwise
25. Because Defendants have breached the meaning and spirit of the agreement and have, in bad faith, prevented Geriak from obtaining the benefit of his bargain, Defendants have violated the covenant of good faith and fair dealing.
26. Because Defendants actions were reckless, willful, wanton or in bad faith, they are liable for punitive damages in an amount to be determined.
27. Wherefor, Geriak asks for an award of actual damages and punitive damages

COUNT III – INJUNCTIVE RELIEF

28. Each allegation above is re-asserted as if set forth in full.
29. Defendants should be enjoined from moving, hiding, selling or destroying Geriak's property.
30. The factors or elements for an injunction are met here because:
 - a. It is in the public interest to not allow Defendants to harm or sell Geriak's goods or property;
 - b. Much of the property held by Defendants is unique or irreplaceable including documents, records, photos, and other items of personal importance to Geriak and thus damages are not sufficient to remedy the claims;
 - c. Defendants will not be substantially harmed by not holding on to the property of

Geriak – Defendants can still assert a right to some payment;

- d. Geriak can show that it is likely he can prevail on the merits of at least one of his claims.

COUNT IV – CONSTRUCTIVE TRUST

31. In equity, this Court can impose a constructive trust on tangible goods.
32. In these circumstances, the Court should impose a constructive trust on the property of Geriak which is held hostage by Defendants.
33. Defendants should pay for a Special Master to oversee the delivery and handling of the property that Defendants have held hostage.

WHEREFORE Geriak respectfully request that this Honorable Court grant the following relief:

- A. Actual damages;
- B. Statutory damages;
- C. Injunctive relief;
- D. Equitable relief;
- E. Punitive damages;
- F. A constructive trust;
- G. Attorneys' fees and costs;
- H. Any such other relief the Court deems just and proper.

Respectfully submitted,

LAW OFFICE OF DAVID C. KRAMER

/s/ David C. Kramer

David C. Kramer

P.O. Box 4662

Albuquerque, NM 87196

505-545-8105 (voice)

david.c.kramer@swcp.com

Attorney for Plaintiff

STATE OF NEW MEXICO
BERNALILLO COUNTY
SECOND JUDICIAL DISTRICT

HUGH GERIAK,

No. _____

Plaintiff / Petitioner,

v.

ALLIED VAN LINES, INC., a Delaware for-profit corporation,
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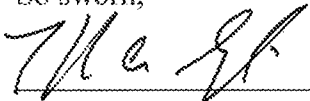
Defendants.

VERIFICATION

I, Hugh Geriak, do state:

- 1) I am the Plaintiff in this case and I am over the age of 18.
- 2) The factual allegations asserted in this Complaint are all true and correct, or are made in good faith upon information and belief.

So sworn,



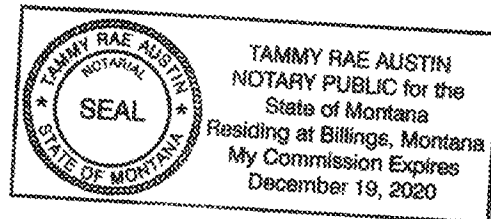
Hugh Geriak

FOR USE BY NOTARY:

The foregoing was signed before me on February 16, 2020, by Hugh Geriak.

Name of Notary: Tammy Rae Austin

My Commission expires on: Dec 19, 2020





Estimate and Order for Service

allied.com

Issued 04/13/2017 • Registration No. 660671

Origin Address	Destination Address	Origin Agent	Destination Agent
Hugh GERIAK [Redacted]	Hugh GERIAK TBD Sheridan, WY 82801 b968ca60@opayq.com	Albuquerque Moving & Storage Co. Inc. 5001 Paseo Del Norte NE Albuquerque, NM 87113 505-823-1441	North Western Warehouse Company 417 Pine Street Rapid City, SD 57701 605-342-1460

Guaranteed Not to Exceed Price (valid until 05/11/2017)

Moving Transportation (based on 15,700 lbs/793 Miles)	\$9,857.84
FCP (\$100,000 declared w/ \$0 deductible)	\$789.00
Packing Services	\$1,549.43
Additional Charges	\$2,090.60
TOTAL Guaranteed Not to Exceed (USD)	\$13,286.97

This **Guaranteed Not-To-Exceed** price quote applies only for the services outlined below and only for the items to be moved as shown on the accompanying Estimate Inventory Summary and this binding estimate. Charges associated with additional articles, quantities, and/or services requested or required to service this shipment, if any, will be added to the quoted price.

Guaranteed Rate Reduction If the actual weight of your shipment is less than the estimated weight of 15,700 lbs., the Guaranteed Not to Exceed Price will be reduced by \$ 20.57 per 100 pound difference between the actual and estimated weight. Actual packing service charges will be based on the guaranteed carton and packing rates subject to a maximum packing charge of \$1,543.75.

Protection Options

This **Guaranteed Not To Exceed** price includes **Extra Care Protection** of your goods at the level indicated by the checkmark below. For your convenience, here are other **Extra Care Protection** options for your consideration.

Extra Care Protection \$100,000.00	Total Not to Exceed Price
<input checked="" type="checkbox"/> with \$0 deductible	\$13,286.97
<input type="checkbox"/> with \$250 deductible	\$13,083.97
<input type="checkbox"/> with \$500 deductible	\$12,980.97
<input type="checkbox"/> Basic Coverage	\$12,487.97

Basic Coverage protects your goods at 60¢ pound/item to a maximum of \$9,420.00. **Example of Basic Coverage:** A flat screen TV (100 pounds) with an actual replacement value of \$1,000 will only be protected up to a maximum of \$60. **Select an option** other than basic coverage to protect your goods at their **full replacement value**.

Agreed Service Dates

Pack	04/25/2017 to 04/27/2017
Pickup	06/21/2017 to 06/21/2017
Delivery	06/24/2017 to 06/28/2017
Unpack	

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, please read "Your Rights and Responsibilities When You Move," provided by the moving company, and seek further information at the government website www.protectyourmove.gov

Move Consultant

Dan Gillett
Albuquerque Moving & Storage Co. Inc.
dgillett@abqmoving.com
P: (505) 823-1441

Move Coordinator

Diane Davis
Albuquerque Moving & Storage Co. Inc.
diane@abqmoving.com
P: (505) 823-1441

Estimate Acknowledgement

I hereby acknowledge that I have received the "Ready to Move" brochure and the "Your Rights and Responsibilities When You Move" booklet which also contains a description of Allied Van Lines, Inc.'s Complaint and Inquiry Handling Procedure and its arbitration program.

Payment method

- Cash AMEX Visa
 Cashier's Check Discover Master Card

X _____
Customer's Signature Date

Order for Service

I acknowledge receipt of a copy of this Order for Service. I request that Allied Van Lines, Inc. furnish the services described in this order, subject to the terms and conditions of the Allied Van Lines, Inc. household goods bill of lading issued at the time Allied Van Lines, Inc. takes possession of this shipment.

x D. Gillett
Consultant's Signature 04/13/2017
Date

X _____
Customer's Signature Date

Exhibit A



Allied Van Lines, Inc. • P.O. BOX 988 • Fort Wayne, IN 46801 • 800-470-2851 • NO. MC 15735 • DOT 076235

Software Version 1.18.1

1-R4LKCK



Estimate and Order for Service

allied.com

Issued 04/13/2017 • Registration No.

Estimate Details

Moving Transportation

Description

Transportation(15,700 lbs/793 Miles)

TOTAL

TOTAL

\$8,857.94

\$8,857.94

Extra Care Protection

\$100,000 declared value w/ \$0.00 deductible

\$789.00

Packing Services

Description	CARTONS			PACKING			UNPACKING			TOTAL
	Qty	Rate	Subtotal	Qty	Rate	Subtotal	Qty	Rate	Subtotal	
Dishpack ctn	4	\$8.65	\$34.60	4	\$14.90	\$59.60				\$94.20
1.5 cu ctn.	7	\$2.20	\$15.40	7	\$4.95	\$34.65				\$50.05
3.0 cu ctn.	24	\$3.25	\$78.00	24	\$6.85	\$164.40				\$242.40
4.5 cu ctn.	12	\$4.35	\$52.20	12	\$8.00	\$96.00				\$148.20
6.0 cu ctn.	14	\$5.95	\$83.30	14	\$9.30	\$130.20				\$213.50
Wardrobe ctn	10	\$12.15	\$121.50	10	\$5.60	\$56.00				\$177.50
Mattress, K/Q	2	\$24.95	\$49.90							\$49.90
Mirror ctn.	1	\$6.75	\$6.75	1	\$7.50	\$7.50	1	\$5.68	\$5.68	\$19.93
Book Carton	65	\$2.20	\$143.00	65	\$4.95	\$321.75				\$464.75
TV Carton	1	\$89.00	\$89.00							\$89.00
TOTAL	140		\$673.65	137		\$870.10	1	\$5.68		\$1,549.43

Additional Charges

Description	Qty	Rate	TOTAL
Storage: Pick Up and Warehouse Handling	1	\$1,775.00 flat chrg.	\$1,775.00
Storage: 60 Days Storage Valuation (\$157.80 per month)	1	\$315.80 flat chrg.	\$315.60
TOTAL			\$2,090.60

Notes

Potential Charges

Potential costs for additional services may be incurred while in route or at destination. The customer will be billed for the balance of the charges 30 days after delivery if these services are performed at the request of the customer or are required in order to accomplish delivery of the shipment. The customer is obligated to pay the balance of the charges within 7 days of receipt of invoice.

Description	Rate
Extra stop	\$53.37 ea.
Extra labor - regular time	\$17.36 /hr./person
Extra labor - overtime	\$24.30 /hr./person
Waiting time	\$17.36 /hr./person and vehicle
Overtime unload	\$6.27 /cwt.
Mini storage delivery	\$0.86 /cwt.
Storage in transit	
Handling and 1st day of storage	\$5.21 /cwt.
Additional days of storage	\$0.28 /cwt./day
Delivery out of storage	\$13.88 /cwt.

X

Customer's Signature

Date





BILL OF LADING - CUSTOMER'S DECLARATION OF VALUE

REGISTRATION NUMBER

THE CONSUMER MUST SELECT ONE OF THESE OPTIONS FOR THEIR CARRIERS LIABILITY FOR LOSS OR DAMAGE TO YOUR HOUSEHOLD GOODS

THIS IS A TARIFF LEVEL OF CARRIER LIABILITY - IT IS NOT INSURANCE

Option 1 - Standard Full Value Protection

The Cost Estimate that you receive from your mover MUST INCLUDE Full (Replacement) Level of protection for the articles that are included in your shipment. If you wish to waive the Full (Replacement) Level of protection, you must complete the WAIVER of Full (Replacement) Value Protection shown below.

Full (Replacement) Value Protection is the most comprehensive plan available for protection of your goods. If any article is lost, destroyed, or damaged while in your mover's custody, your mover will, at its option, either: 1) repair the article to the extent necessary to restore it to the same condition as when it was received by your mover, or pay you for the cost of such repairs; or 2) replace the article with an article of like kind and quality, or pay you for the cost of such a replacement. Under Full (Replacement) Value Protection, if you do not declare a higher replacement value on this form prior to the time of shipment, the value of your goods will be deemed to be equal to \$6.00 multiplied by the weight (in pounds) of the shipment, subject to a minimum valuation for the shipment of \$6,000. Under this option, the cost of your move will be composed of a base rate plus an added cost reflecting the cost of providing this full value cargo liability protection for your shipment.

If you wish to declare a higher value for your shipment other than these default amounts, you must indicate that value here. Declaring a higher value may increase the valuation charge in your cost estimate.

The Total Value of my shipment is: \$100,000.00 (to be provided by the customer). Dollar Estimate of the cost of your move at Full (Replacement) Value Protection: \$13,286.97 (to be provided by carrier).

Deductibles -- You may also select one of the following deductible amounts under the Full (Replacement) Value level of liability that will apply for your shipment. (If you do not make a selection, the "No Deductible" level of full value protection that is included in your cost estimate will apply):

\$250 Deductible (.....) (Customer Initials) OR \$500 Deductible (.....) (Customer Initials)

Dollar Estimate of the cost of your move with \$0.00 Deductible: \$13,286.97 (to be provided by carrier)

I acknowledge that for my shipment I have: 1) ACCEPTED the Full (Replacement) Level of protection included in the estimate of charges and declared a higher Total Value of my shipment (if appropriate); and 2) received a copy of the "Your Rights and Responsibilities When You Move" brochure explaining these provisions

Customer's Signature:

Date:

Declaration of Article(s) of Extraordinary (Unusual) Value - I acknowledge that I have prepared and retained a copy of the "Inventory of Items Valued in Excess of \$100 Per Pound per Article" that are included in my shipment and that I have given a copy of this inventory to the mover's representative. I also acknowledge that the mover's liability for loss of or damage to any article valued in excess of \$100 per pound will be limited to \$100 per pound for each pound of such lost or damaged article(s) (based on actual article weight), not to exceed the declared value of the entire shipment, unless I have specifically identified such articles for which a claim for loss or damage may be made on the attached inventory.

Customer's Signature:

Date:

Option 2 - Waiver of Full Replacement Value

This lower level of protection is provided at no additional cost beyond the base rate; however it only provides minimal protection that is considerably less than the average value of household goods. Under this option, a claim for any article that may be lost, destroyed, or damaged while in your mover's custody will be settled based on the weight of the individual article multiplied by 60 cents. For example, the settlement for an audio component valued at \$1,000 that weighs 10 pounds would be \$6.00 (10 pounds times 60 cents)

Dollar Estimate of the cost of your move under the 60-cents option: \$12,497.97 (to be provided by carrier)

COMPLETE THIS PART ONLY if you wish to WAIVE the Full (Replacement) Level of Protection included in the higher cost estimate provided (above) for your shipment and instead select the LOWER Released Value of 60 Cents per Pound per Article; to do so you must initial and sign on the lines below.

I wish to Release my Shipment to a Maximum Value of 60 Cents per Pound per Article: (.....) (Customer Initials)

I acknowledge that for my shipment I have: 1) WAIVED the Full (Replacement) Level of protection for which I have received an estimate of charges; and 2) received a copy of the "Your Rights and Responsibilities When You Move" brochure explaining these provisions

Customer's Signature:

Date:

*Referred to by Allied Van Lines as "Extra Care Protection Plan".

U.S. DOT NO.076235 - ALLIED VAN LINES, INC. - P.O. BOX 988, FORT WAYNE, IN 46801-0988 -

1. Original - Van Lines 2. Shipper 3. SIRVA Provider





Estimate Inventory Summary

allied.com

Issued 04/11/2017 • Registration No.

Origin Address	Destination Address	Origin Agent	Destination Agent
Hugh GERIAK 26 Juniper Hill Loop Cedar Crest, NM 87008 H: 5054016164 b968ca60@opayq.com	Hugh GERIAK TBD Sheridan, WY 82801 b968ca60@opayq.com	Albuquerque Moving & Storage Co. Inc. 5001 Paseo Del Norte NE Albuquerque, NM 87113 P: 505-823-1441 galvarez@abqmoving.com	North Western Warehouse Company 417 Pine Street Rapid City, SD 57701 P: 605-342-1460 nww@northwesternwarehouse.com
Road (MP => MD)			

Atrium

Qty	Description	Comments	ft²	Qty	Description	Comments	ft²
3	Planter		10	1	Telescope		10
1	Heater, Gas/Electric		5				
Atrium Qty		5	Atrium ft²	45			

Bedroom 1

Qty	Description	Comments	ft²	Qty	Description	Comments	ft²
2	6.0 - CP		6	2	Bucket		5
1	Camping Gear		15	1	Dish Pack - CP		10
1	Wardrobe - CP		10	3	Book Carton - CP		7
Bedroom 1 Qty		10	Bedroom 1 ft²	78			

Bedroom 2

Qty	Description	Comments	ft²	Qty	Description	Comments	ft²
1	3.0 - CP		3				
Bedroom 2 Qty		1	Bedroom 2 ft²	3			

Dining Room

Qty	Description	Comments	ft²	Qty	Description	Comments	ft²
1	Dish Pack - CP		10	1	1.5 - CP		1.5
1	3.0 - CP		3				
Dining Room Qty		3	Dining Room ft²	14.5			





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Garage

Qty	Description	Comments	ft ²	Qty	Description	Comments	ft ²
1	Camping Gear		15	1	Router Table		50
1	Lathe		50	4	4.5 - CP		4.5
1	Planer		50	1	Grinder		20
4	6.0 - CP		6	1	Tripod		5
1	Creeper		5	1	Compressor		10
2	Stool		6	1	Valet		5
2	Golf Clubs		5	1	Mitre Saw		20
8	3.0 - CP		3	2	Ladder		8
1	Band Saw		50	2	Ladder, Extension		8
1	Shop Smith		50	2	Saw Horse		2
1	Drill Press		39	2	Jack		10
1	Toolchest, Medium		30	1	Chair, Folding		1
1	Tote, Plastic Large		8	2	Toolchest, Large		50
8	Book Carton - CP		7	1	Lathe		15
1	Tools, Garden		8	1	Smoker		15
1	Heater, Gas/Electric		5	1	Vise		12
Garage Qty			58	Garage ft²			752

Hallway

Qty	Description	Comments	ft ²	Qty	Description	Comments	ft ²
1	Wardrobe - CP		10				
Hallway Qty			1	Hallway ft²			10

Kitchen

Qty	Description	Comments	ft ²	Qty	Description	Comments	ft ²
1	Rack		10	1	Book Carton - CP		7
3	4.5 - CP		4.5	2	3.0 - CP		3
Kitchen Qty			7	Kitchen ft²			36.5

Laundry Room

Qty	Description	Comments	ft ²	Qty	Description	Comments	ft ²
4	3.0 - CP		3	1	Freezer, 11 to 15 cf.		45
1	4.5 - CP		4.5	2	Wardrobe - CP		10
3	Book Carton - CP		7				
Laundry Room Qty			11	Laundry Room ft²			102.5

Living Room

Qty	Description	Comments	ft ²	Qty	Description	Comments	ft ²
1	Dish Pack - CP		10	6	Suitcase		10
2	Speaker		5	1	Fireplace Equip.		8
4	6.0 - CP		6	1	4.5 - CP		4.5
4	Book Carton - CP		7	2	1.5 - CP		1.5
1	Wardrobe - CP		10	1	Sofa, Hide		60
Living Room Qty			23	Living Room ft²			217.5





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Master Bedroom

Qty	Description	Comments	ft ³	Qty	Description	Comments	ft ³
2	3.0 - CP		3	3	6.0 - CP		6
1	Mirror Crt. - CP		3	5	Wardrobe - CP		10
2	Matt. Q/K - CP		0	1	Dresser, Mirror		10
1	Dresser, Triple		50	1	Dish Pack - CP		10
1	Armoire		30	1	Bed, Queen		65
1	1.5 - CP		1.5	2	Duffie		5
1	Shoe Rack		5	1	Bed, Headboard		10
2	Table, Bedside		10	1	Bureau		30
3	4.5 - CP		4.5	1	Bed, Footboard		5
1	Globe		5				
Master Bedroom Qty			31	Master Bedroom ft³			342

Office

Qty	Description	Comments	ft ³	Qty	Description	Comments	ft ³
1	TV Carton - CP		15	3	1.5 - CP		1.5
1	Stand		12	1	Table		15
1	Desk, Chair		5	43	Book Carton - CP		7
1	Computer/Printer		15	6	Bookshelf, Large		20
1	Wastebasket		5	1	6.0 - CP		6
1	Organizer		10	5	3.0 - CP		3
1	File 5dr Vertical		20				
Office Qty			66	Office ft³			543.5

Porch/Outdoor

Qty	Description	Comments	ft ³	Qty	Description	Comments	ft ³
6	Chair, Metal		3	1	Table, Outdoor Large		15
Porch/Outdoor Qty			7	Porch/Outdoor ft³			33

Shed

Qty	Description	Comments	ft ³	Qty	Description	Comments	ft ³
1	Power Tool, Hand		5	2	Rototiller		20
Shed Qty			3	Shed ft³			45

Sun Porch

Qty	Description	Comments	ft ³	Qty	Description	Comments	ft ³
5	Book Carton - CP		7	1	Scroll Saw		15
3	Tote, Plastic Medium		10				
Sun Porch Qty			9	Sun Porch ft³			60

Trailer

Qty	Description	Comments	ft ³	Qty	Description	Comments	ft ³
1	Bike Trailer		6	1	Rototiller		40
1	Stove		15	2	Cot		5
Trailer Qty			5	Trailer ft³			73

Road Qty SUBTOTAL**240****Road CuFt SUBTOTAL****2375.5**

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Container Summary

Carrier Pack Cartons

Qty	Description
4	Dish Pack - CP
7	1.5 - CP
24	3.0 - CP
12	4.5 - CP
14	6.0 - CP
10	Wardrobe - CP
2	Matt. CK - CP
1	Mirror Crt. - CP
65	Book Carton - CP
1	TV Carton - CP

TOTAL QTY	240	TOTAL CP CARTONS	140
TOTAL FT³	2,375.50	TOTAL PBO CARTON	0
TOTAL ESTIMATED WEIGHT	15,700	TOTAL CRATES	0

Notes:

X

Customer's Signature

Date

X

Consultant's Signature

04/11/2017

Date

Note: Room items prefixed with "*" indicates they are not shipped.



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