IN THE INVESTIGATION OF:                      AGENCY FILE NO. L14-3-1047

ALL MY SONS MOVING AND STORAGE OF WEST PALM BEACH INC; and ALL MY SONS MOVING AND STORAGE OF FORT LAUDERDALE, INC.,

RESPONDENTS.

ASSURANCE OF VOLUNTARY COMPLIANCE

Pursuant to the provisions of Chapter 501, Part II, Florida Statutes, the Office of the Attorney General, Department of Legal Affairs, State of Florida ("Attorney General") has investigated the business practices of certain moving and storage companies operating within the State of Florida, including but not limited to, All My Sons Moving and Storage of West Palm Beach, Inc., All My Sons Moving and Storage of Fort Lauderdale, Inc., and other companies in Florida owned and/or

INITIALS
operated by RVNB Holdings, Inc. ("RVNB"). Those companies and RVNB are hereinafter referred to collectively as "RESPONDENT".¹

RESPONDENT enters into this Assurance of Voluntary Compliance (AVC), without an admission that RESPONDENT has violated the law, in order to amicably resolve the Attorney General’s investigation of the RESPONDENT, pursuant to Agency Case No. L14-3-1047 and Section 501.207(6) of the Florida Statutes, and to clarify its practices as described below.

The Attorney General, by the signature of her Division Director affixed hereto, does hereby accept the instant AVC and in turn terminates the Attorney General’s investigation as it concerns the RESPONDENT by virtue of the authority vested in the Office of the Attorney General, pursuant to Section 501.207(6) of the Florida Statutes.

The Attorney General acknowledges that RESPONDENT has fully and voluntarily cooperated with the Attorney General in its investigation of the Matters Investigated as set forth below, and RESPONDENT and the Attorney General have cooperatively worked together to develop the agreed upon practices set forth herein.

¹ Not included within the definition of Respondent are All My Sons Moving and Storage of Sarasota, Inc. and All My Sons Moving and Storage of Fort Myers, Inc., which have separate ownership.
IT IS AGREED that this AVC does not constitute a finding of law or fact, or any evidence supporting any such finding of law or fact by any court or agency that RESPONDENT has engaged in any act or practice declared unlawful by any laws, rules or regulations of the State of Florida or as might apply or be applied in Florida. RESPONDENT denies any liability or violation of law and enters into this AVC without admission of any liability. The parties intend that this AVC shall not be used against RESPONDENT in any action or proceeding other than in an action brought by the Attorney General to enforce its terms.

I. DEFINITIONS

For purposes of this AVC, the following terms have the meanings set forth below:

1.1 “Accessorial services” means any service performed by RESPONDENT which results in a charge to the shipper/consumer and is incidental to the transportation or shipment of household goods, including, but not limited to, valuation coverage; preparation of written inventory; equipment, including dollies, hand trucks, pads, blankets, and straps; storage, packing, unpacking, or crating of articles; hoisting or lowering; waiting time; carrying articles excessive distances to or from the mover’s vehicle, which may be cited as “long carry”; overtime loading

INITIALS
and unloading; reweighing; disassembly or reassembly; elevator or stair carrying;
boxing or servicing of appliances; and furnishing of packing or crating materials.
The term also includes services not performed by the **RESPONDENT** but
performed by a third party at the request of the shipper/consumer or the
**RESPONDENT**, if the charges for these services are to be paid to the
**RESPONDENT** by the shipper/consumer at or before the time of delivery.

1.2 “Advertise” means to advise, announce, give notice of, publish, or call
attention by use of oral, written, or graphic statement made in a newspaper or other
publication or on radio or television, any electronic medium, or contained in any
notice, handbill, sign, including signage on vehicle, flyer, catalog or letter, or printed
on or contained in any tag or label attached to or accompanying any good.

1.3 “Appraised value” means the value, in current dollars, ascribed to an
item (or items) of tangible personal property that is based upon an evaluation of the
property’s value performed by a Certified Appraiser of Personal Property on a
specific date that is within two (2) years prior to the related household move.

1.4 “Contract for service” or “bill of lading” means a written document
approved by the shipper/consumer in writing before the performance of any service
which authorizes services from the named mover and lists the services and all costs
associated with the household move and accessoril services to be performed.

1.5 "Department" means the Department of Agriculture and Consumer Services.

1.6 "Full replacement cost" means the cost, in current dollars, to replace an item (or items) of tangible personal property on the same premises with other property of comparable material and quality used for the same or substantially similar purposes.

1.7 "Household goods" or "goods" means personal effects or other personal property commonly found in a home, personal residence, or other dwelling, including, but not limited to, household furniture.

1.8 "Household move" or "household moving services" means the loading of household goods into a vehicle, moving container, or other mode of transportation or shipment; the transportation or shipment of those household goods; and the unloading of those household goods, when the transportation or shipment originates and terminates at one of the following ultimate locations, regardless of whether the mover temporarily stores the goods while en route between the originating and terminating locations:

a. From one dwelling to another dwelling;
b. From a dwelling to a storehouse or warehouse that is owned or rented by the shipper or the shipper's agent; or

c. From a storehouse or warehouse that is owned or rented by the shipper or the shipper's agent to a dwelling.

1.9 "Impracticable" means conditions that make it impossible, exceedingly difficult or dangerous for a mover to perform pickup or delivery for a household move.

1.10 "Matters Investigated" means the Attorney General's investigation of the RESPONDENT, pursuant to Agency Case No. L14-3-1047 and Section 501.207(6) of the Florida Statutes and the facts and circumstances described in Section II ("Attorney General's Investigation") set forth below.

1.11 "Mover" means a person who, for compensation, contracts for or engages in the loading, transportation or shipment, or unloading of household goods as part of a household move.

1.12 "Moving broker" or "broker" means a person who, for compensation, arranges for another person to load, transport or ship, or unload household goods as part of a household move or who, for compensation, refers a shipper to a mover by telephone, postal or electronic mail, Internet website, or other means.
1.13 "Physical survey/inspection" means an onsite review of the amount and type of household goods to be moved or transported by the RESPONDENT in connection with a household move.

1.14 "Shipper/consumer" means a consumer (as defined in Section 501.203(7) of the Florida Statues) who uses the services of a mover to transport or ship household goods as part of a household move into, out of, or within Florida.

1.15 “Storage” means the temporary warehousing of a shipper/consumer’s goods while under the care, custody, and control of the mover.

1.16 “Writing” or “Written” means any physical or electronic document or signature; any “copy” required by this agreement may also be kept or transmitted electronically.

II. ATTORNEY GENERAL’S ALLEGATIONS

2.1 RVNB is an active State of Delaware corporation established in or around October 2012, with its principal office located in Carrollton, Texas. RVNB is a holding company that owns numerous companies that are licensed in Florida as a mover of household goods that operate under the brand name “ALL MY SONS.”

---

2 By entering into this AVC, RESPONDENT is not agreeing that the Attorney General’s allegations are true, and RESPONDENT denies any wrongdoing and makes no admission of any violation of any statute, regulation or rule.
2.2 All My Sons Moving and Storage of West Palm Beach, Inc., and All My Sons Moving and Storage of Fort Lauderdale, Inc., are Delaware corporations registered to do business in the State of Florida.

2.3 RESPONDENT solicits, induces, contracts with and/or encourages consumers in Florida and throughout the United States to use its moving and storage services and is engaged in trade or commerce as defined in Section 501.203(8) of the Florida Statutes.

2.4 Beginning in or around at least 2011, the Office of the Attorney General for the State of Florida received certain consumer complaints relating to moving services provided primarily by All My Sons Moving and Storage of West Palm Beach, Inc., which operated under the supervision of its then-president Spero Georgedakis. RESPONDENT maintains that it did not authorize or endorse the alleged actions undertaken by All My Sons Moving and Storage of West Palm Beach, Inc., which generated approximately 102 consumer complaints during the relevant time period. Among other things, certain of these consumers complained that their household goods were delivered in a damaged condition, that various items were missing, that the quoted price of the move was increased after the movers arrived and began loading the consumers' household goods onto the moving trucks,
and that the movers refused to release the household goods unless the increased price quote was paid. On or about June 12, 2014, All My Sons Moving and Storage of West Palm Beach, Inc. terminated Mr. Georgedakis’ employment.

2.5 Since being made aware of the above-referenced consumer complaints, RESPONDENT has proactively worked with the Attorney General and consumers to address and resolve them.

2.6 RESPONDENT has represented to the Attorney General that it moved a total of approximately 46,300 consumers in Florida during the relevant time period. The Attorney General is aware of 204 consumers who have complained during the relevant time period.

III. NON-MONETARY TERMS AND CONDITIONS

3.1 RESPONDENT agrees that it will conduct business in the State of Florida in compliance with the provisions of Chapter 501, Part II, of the Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act, and that its owners, agents, servants, employees, officers, managers, representatives, subsidiaries and successors will adopt and adhere to the business practices described in this section below.
3.2 The Office of the Attorney General recognizes and agrees that this AVC does not apply to or cover any entities not in fact owned nor controlled by RVNB, which includes All My Sons Moving and Storage of Fort Myers, Inc., and All My Sons Moving and Storage of Sarasota, Inc.

3.3 Nothing in this AVC is intended to create requirements or liabilities for RESPONDENT for business operations which: (a) are entirely outside of the State of Florida, (b) do not involve a Florida customer, or (c) do not involve a move beginning or terminating in the State of Florida.

**General Requirements:**

3.4 RESPONDENT shall not engage in, utilize, and/or participate in any manner in any sales tactics or practices that violate any Florida statute.

3.5 RESPONDENT shall not enter into a contract or agreement for moving, loading, shipping, transporting, or unloading any shipper/consumer’s household goods in Florida with a mover or moving broker who is not properly registered with the Department and/or with the United States Department of Transportation (DOT) / Federal Motor Carrier Safety Administration (FMCSA).

3.6 RESPONDENT shall perform its obligations to a shipper/consumer in a manner that is consistent with Section 507.07(3), Fla. Stat. as it relates to:
a. The contract for services, bill of lading, or inventory of household goods for the household move estimated;

b. The timeframe or schedule for delivery or storage of household goods estimated;

c. The quoted price, size, nature, extent, qualities, or characteristics of accessorial or moving services offered;

d. The quoted nature or extent of other goods, services, or amenities offered;

or

e. A shipper/consumer’s rights, privileges, or benefits.

3.7 **RESPONDENT** shall honor and comply with all provisions of the contract for services or bill of lading regarding the shipper/consumer’s rights, benefits, and privileges provided hereunder, unless such compliance is impossible or impracticable, or **RESPONDENT** can establish that the shipper/consumer is not in compliance with its agreement with the **RESPONDENT**.

3.8 **RESPONDENT** shall not withhold delivery of household goods or in any way hold goods in storage against the expressed wishes of the shipper/consumer if payment has been made as delineated in a “Binding Estimate” (described below), in the contract for services (if a “Binding Estimate” was not requested or was
subsequently revised as provided for below), or in the bill of lading, unless \textit{RESPONDENT} can establish that the shipper/consumer is not in compliance with its agreement with the \textit{RESPONDENT}.

3.9 \textit{RESPONDENT} shall not include in any contract any provision purporting to waive or limit any right or benefit provided to any shipper/consumer under this AVC.

3.10 \textit{RESPONDENT} shall not seek or solicit a waiver or acceptance of limitation from a shipper/consumer concerning rights or benefits provided under this AVC.

3.11 \textit{RESPONDENT} shall offer and perform its moving services consistent with the requirements of Section 507.07(5)(d).

3.12 \textit{RESPONDENT} shall provide its representatives, employees and other agents who regularly communicate with and/or provide moving services for shippers/consumers in Florida with training concerning the requirements of this AVC.

\textbf{Sales and Marketing Practices:}

3.13 \textit{RESPONDENT’s} advertisements or other marketing tools shall not contain false statements regarding the experience and/or training of their employees.
who provide moving services. The Attorney General recognizes and agrees that some portion of any workforce may include trainees or less experienced professionals and that in such circumstances, the employment of those individuals will not be a violation of this section, provided that these individuals are being properly supervised by RESPONDENT.

3.14 The RESPONDENT’S advertisements or other marketing tools shall not falsely state or imply that the RESPONDENT is, or will be, providing moving services to the shipper/consumer as a “mover.” If, in fact, it is acting as, intends to act as, is utilizing or intends to utilize a “moving broker” in connection with such moving services, unless such “moving broker” services are fully disclosed to the consumer prior to the move.

3.15 Employees and other representatives of the RESPONDENT who provide or assist in providing moving services to any shipper/consumer in Florida, shall at all times during the household move to or from the shipper/consumers’ residences or businesses, wear some article of clothing which conspicuously states that the individual is an employee or other representative of the RESPONDENT.

3.16 Unless impracticable, RESPONDENT, in providing moving services to any shipper/consumer in Florida, shall at all times during the household move
utilize vehicles which clearly and conspicuously identify the vehicle as a business vehicle of the RESPONDENT.

3.17 RESPONDENT shall comply with all DOT/FMCSA requirements regarding background checks and drug testing of its personnel who drive trucks in connection with providing household goods moving services for any shipper/consumer in Florida. RESPONDENT shall conduct reasonable background checks of, and regular drug testing for, all other representatives, employees and other agents who regularly and directly are involved in providing household moving services for any shipper/consumer in Florida. RESPONDENT shall also implement and follow reasonable procedures designed to ensure that no person who (within five years of the date of a household move) has been convicted of a felony crime of violence or a felony crime of theft is permitted to enter the residence of any shipper/consumer in Florida, or otherwise have access to a shipper/consumer’s household goods, in connection with any moving services being offered or provided to shippers/consumers by the RESPONDENT.

3.18 For a period of at least two (2) years from the date that is 90 days after execution of this AVC, the RESPONDENT shall comply with all of the provisions relating to the providing of “Moving Services” set forth in paragraphs 3.19 through
3.34.

**Moving Services:**

3.19 **Binding Estimate:** Provided that nothing in this AVC shall be deemed to require RESPONDENT to accept business from or enter into a contract with any particular consumer, before executing a contract for service for a household move and subject to the provisions and conditions in this AVC, the RESPONDENT agrees to provide upon request by the consumer a written, binding estimate of the total charges, including, but not limited to, the loading, transportation or shipment, storage and unloading of household goods, and any accessorial services required or reasonably anticipated (hereinafter referred to as "Binding Estimate").

RESPONDENT may charge a one-time fee (not to exceed $150) for providing a Binding Estimate, provided that the fee is disclosed to, and agreed upon by, the shipper/consumer before the physical survey/inspection is conducted.

3.20 A Binding Estimate should be based on a physical survey/inspection; and at a minimum, a Binding Estimate must clearly and conspicuously include the following:

a. the date the Binding Estimate was prepared and any proposed date of the move;
b. total charges (if not an itemized breakdown) for the move including, but not limited to, the loading, transportation or shipment, storage and unloading of household goods, and any accessorial services required or reasonably anticipated.

c. a statement clearly indicating that the Binding Estimate is binding upon both the mover and the shipper and that the charges shown only apply to those services specifically identified in the Binding Estimate; and

d. acceptable forms of payment.

3.21 A Binding Estimate must clearly and legibly identify the employee or other representative of the RESPONDENT who is preparing the Binding Estimate, and must be signed by that individual, as well as by the shipper/consumer; a true and accurate copy of the Binding Estimate shall be provided to the shipper/consumer at the time the Binding Estimate is signed.

3.22 A Binding Estimate may only be amended before loading of any household goods for shipment and only upon mutual agreement, acknowledged in writing, by an employee or other representative of the RESPONDENT and the shipper/consumer. Once an employee or other representative of the RESPONDENT begins to load goods for a move, the failure to execute a new
Binding Estimate signifies the **RESPONDENT** has reaffirmed the original Binding Estimate.

3.23 Provided that the shipper/consumer has complied with the provisions of the Binding Estimate, the **RESPONDENT** may not collect more than the amount of the Binding Estimate, except as specifically provided in this paragraph, below:

(a) If at the time of the move, a shipper/consumer tenders a substantial amount of additional household goods (i.e., in excess of ten percent (10%) of the total of the measure reflected in the Binding Estimate), or requires other additional substantial services not identified in the Binding Estimate, the **RESPONDENT** is not required to honor the estimate as to those additional goods and/or services, unless an agreement can be reached as to the price or service requirements for the additional goods or services. If the **RESPONDENT** chooses to perform the move as to the additional goods and/or services tendered, before loading the additional goods the mover must either reaffirm the original Binding Estimate or negotiate a revised, written Binding Estimate accurately listing, in detail, the additional agreed-to household goods and/or services.
(b) If the RESPONDENT believes that additional services, including accessorional services, are necessary to properly perform a move after the Binding Estimate has been issued, the RESPONDENT must inform the shipper/consumer what the additional services are before performing those services. The RESPONDENT must allow the shipper/consumer a reasonable period of time to determine whether he or she wants the additional services performed. Thereafter:

i. if the shipper/consumer agrees to pay for the additional services, an employee or other representative of the RESPONDENT must execute a written attachment to be made an integral part of the bill of lading or contract for services and have the shipper/consumer sign the written attachment [This also may be done through fax transmissions; e-mail; electronic document, overnight courier; or certified mail, return receipt requested.]

ii. if the shipper/consumer does not agree to pay for the additional services, the RESPONDENT may, but shall not be obligated to, perform those additional services necessary to complete the delivery and bill the shipper/consumer for the additional
necessary services within fifteen (15) days from the delivery date; and

iii) If the shipper/consumer requests additional services after the Binding Estimate has been issued, the RESPONDENT shall inform the shipper/consumer of the additional charges involved, and whether full payment for the additional requested services will be required at destination. The RESPONDENT shall obtain a written acknowledgement from the shipper/consumer of these agreed upon terms before the additional services are provided. If the RESPONDENT and the shipper/consumer are unable to reach agreement, then the RESPONDENT may elect to cancel the move or proceed in any other manner set forth in the contract or bill of lading.

3.24 With respect to any services for which RESPONDENT has received or claims payment, the RESPONDENT shall retain a copy of any Binding Estimate and any amendments thereto for each move performed for at least two (2) years from the date the estimate was made, and shall keep it as an attachment to be made part of the contract for service and bill of lading.

INITIALS
3.25 Contract for Service and Bill of Lading: Before providing any household moving services or accessorial services, as defined herein, the RESPONDENT shall provide a written contract for service (and/or bill of lading) to the shipper/consumer, which must be signed and dated by the shipper/consumer and by an employee or other representative of the RESPONDENT, and shall, at a minimum, include:

a. The name, telephone number, and physical address where the RESPONDENT’S supervisor or office manager who will be responsible for the household move may be contacted during normal business hours;

b. The date the contract was prepared and the proposed date of the move;

c. The name and address of the shipper/consumer, the addresses where the articles are to be picked up and delivered, and a telephone number where the shipper/consumer may be reached;

d. The name, telephone number, and physical address of any location where the goods will be held pending further transportation, including situations where the RESPONDENT retains possession of goods pending resolution of a fee dispute with the shipper/consumer.
e. An itemized breakdown and description and total of all costs and services for labor, travel and storage, and any anticipated accessorial services, to be provided during a household move or storage of household goods.

f. The amount of charges to be paid by the shipper/consumer and the terms and conditions for payment of the total charges, including notice of any minimum charges.

g. The maximum amount the RESPONDENT will demand at the time of delivery to release possession of the goods, if the household goods are transported under a collection-on-delivery basis.

h. The forms of payment the RESPONDENT will accept (such as cash, cashier’s check, money order, personal check, traveler’s check or credit card), provided that the RESPONDENT shall accept payment by cash or credit card, in addition to any other forms of payment that are acceptable to RESPONDENT.

3.26 If RESPONDENT utilizes a contract separate from a bill of lading, the bill of lading must contain terms and conditions identical to the contract for services, and must accompany the household goods at all times while in the possession of the
The bill of lading must be in the possession, which may include electronic possession, of the driver responsible for the move before the RESPONDENT’S vehicle leaves the residence of origin.

3.27 The RESPONDENT shall retain all contracts for service and bills of lading for each move it performs for at least two (2) years from the date the contract for service and bill of lading were signed.

3.28 Delivery and/or Storage of Household Goods: The RESPONDENT shall relinquish household goods to a shipper/consumer and must place the goods inside a shipper/consumer’s dwelling or, if directed by the shipper/consumer, inside a storehouse or warehouse that is owned or rented by the shipper/consumer or their agent, unless: (1) the shipper/consumer has not tendered full payment of the charges set forth in the Binding Estimate, in the contract for service, or the bill of lading, plus agreed upon charges for any additional services requested by the shipper or (in the case of additional services, including accessorial services, determined necessary to properly perform a move after the bill of lading or contract for services has been issued) agreed to by the RESPONDENT and the shipper/consumer after the contract for service or bill of lading has been issued; or (2) RESPONDENT can establish that the shipper/consumer is not in compliance.
with its agreement with the RESPONDENT. Notwithstanding this paragraph:

a. The RESPONDENT shall not refuse to relinquish and deliver to the shipper/consumer as set forth above, prescription medicines, durable medical equipment and/or goods for use by children, including, but not limited to, children's furniture, clothing, or toys, under any circumstances, provided that RESPONDENT may require all such items to be identified and acknowledged in writing by the customer prior to the commencement of the move and shall be permitted to refuse to move any such items;

b. The RESPONDENT shall not refuse to relinquish and deliver to the shipper/consumer as set forth above, any household goods based on the RESPONDENT'S refusal to accept a previously disclosed acceptable form of payment.

c. The RESPONDENT shall not require the shipper/consumer to make any payment in cash to the RESPONDENT as a condition for the release of any household goods, unless this condition was expressly and previously agreed upon, in writing, by the shipper/consumer prior to the loading of any household goods. Nothing in this AVC shall be
construed to require RESPONDENT to agree to accept payment by check.

3.29 In the event that the RESPONDENT reasonably believes that it is entitled to lawfully refuse to relinquish a shipper’s/consumer’s household goods under the terms of this AVC, it may place those goods in storage until payment is tendered, provided that the RESPONDENT must notify the shipper/consumer of the location where the goods are stored and the amount due within five (5) days after receipt of a written request for that information from the shipper/consumer. A mover may not require a prospective shipper/consumer to waive any rights or requirements under this section. RESPONDENT shall maintain all pertinent records relating to its decision to withhold delivery of a consumer’s household goods for a minimum of two (2) years, and shall make such records available for inspection by the Attorney General in a manner consist with Section 6.13, below.

3.30 Provided that the shipper/consumer has complied with the contract or bill of lading, including but not limited to payment requirements, RESPONDENT must tender household goods for delivery to a shipper/consumer on the agreed delivery date, or within the period specified in the contract for service or bill of lading (unless waived by the request or concurrence of the shipper/consumer) and
unless such tender is impracticable.

3.31 If the RESPONDENT is unable to perform either the pickup or delivery of household goods on the dates or during the periods specified in a contract for service or bill of lading, or if an unreasonable delay will be required in the arrival to perform such services:

a. as soon as the delay becomes reasonably apparent to the RESPONDENT, the RESPONDER shall, at its own expense, (i) take reasonable measures to immediately notify the shipper/consumer of the delay by telephone, in person, via fax transmission, e-mail, overnight courier, or certified mail, return receipt requested, and (ii) prepare a written record of the date, time, and manner of the notification, and of the amended date or period for pick-up or delivery. These records shall be maintained as part of the file on the move for a period of at least two (2) years from the later of, the date of notification or the date the actual pick-up or delivery occurred.

b. as soon as the delay becomes reasonably apparent to the RESPONDENT, the RESPONDENT shall, at its own expense, advise the shipper/consumer of the dates or periods the RESPONDENT
expects to pick-up or deliver the goods, taking into account the needs of
the shipper/consumer in its advisement;

c. In the event that none of the shipper/consumer’s goods have been
loaded by RESPONDENT, the shipper/consumer shall be given the
option to cancel its contract and receive a full refund of any moneys
paid to the RESPONDENT in connection with the contract that is so
cancelled;
d. If the shipper/consumer cancels the contract, that cancellation shall be
confirmed in a writing provided to the shipper/consumer;
e. Any other remedies of the shipper/consumer shall be governed by
applicable law;
f. In the event that the shipper/consumer’s goods have been loaded by
RESPONDENT, the shipper/consumer shall be informed that they
may submit a claim for recompense pursuant to the contract or bill of
lading, based on the circumstances and inconvenience caused by the
delay in delivery, in an amount not to exceed ten percent (10%) of the
price paid for the move;

3.32 Any amounts due the RESPONDENT for charges that were not
collected upon delivery must be billed to the shipper/consumer within fifteen (15) days of the date of delivery of the household goods at its destination.

3.33 **Lost, Stolen or Destroyed Household Goods:** If a shipment of household goods is partially or completely lost, stolen or destroyed:

a. the shipper/consumer shall be entitled to submit a claim for recompense of the goods lost, stolen or destroyed in accordance with the requirements and limitations of the contract or bill of lading;

b. **RESPONDENT** shall clearly and conspicuously disclose to the shipper/consumer the limits of its liability insurance coverage for the loss or damage of household goods resulting from the negligence of the mover or its employees or agents, as well as any limitations on coverage as set forth in Section 507.04, Florida Statutes; and

c. If the shipper/consumer notifies the **RESPONDENT**, or the **RESPONDENT** reasonably believes, that the shipper/consumer is moving high value items, such as firearms, cash, jewelry, works of art, electronics and the like, prior to the commencement of the move, the **RESPONDENT** shall specifically advise the shipper/consumer of the availability of additional insurance coverage for the value of those items and the related costs thereof.
RESPONDENT shall be permitted to refuse to move any such high value items.

3.34 The terms and provisions of this AVC shall not impair the rights of the RESPONDENT and its customers to negotiate and enter into lawful contracts, provided that RESPONDENT may not require a prospective shipper/consumer to waive any rights, protections or requirements under this AVC.

IV. MONETARY TERMS AND CONDITIONS

4.1 RESPONDENT agrees to pay a total of NINETEEN THOUSAND DOLLARS AND ZERO CENTS ($90,000) in current and future attorneys’ fees, investigative fees and/or costs made payable by cashier’s check or other certified funds to the “Legal Affairs Revolving Trust Fund” and deliverable at the time upon which RESPONDENT and its attorney affix their signatures to this document and return it to the Office of the Attorney General.

4.2 The payment described above shall be paid as stated and shall be directed to the attention of Assistant Attorney General Howard Dargan, Office of the Attorney General, 1515 North Flagler Drive, Suite 900, West Palm Beach, Florida 33401.
4.3 The RESPONDENT represents that during the course of the Attorney General’s investigation, it has made payments to approximately 160 consumers who filed claims against RESPONDENT.

4.4 RESPONDENT shall use its best efforts to resolve, within 60 days of the effective date of this AVC, the claims of the consumers listed on the spreadsheet attached hereto as "Exhibit A" for claims filed after January 1, 2011. Within thirty (30) days thereafter, RESPONDENT agrees to present to the Office of the Attorney General a notarized statement: identifying each of the claims on Exhibit A that have been resolved, and providing a clear explanation as to the manner in which each such consumer complaint was resolved; or (2) identifying any such claims that RESPONDENT was unable to amicably resolve, and providing a clear explanation thereof, including disclosure of any and all settlement offers made and/or rejected by the parties involved. Nothing in this AVC shall be deemed to require that the RESPONDENT resolve any claims on any particular terms or any claims that the RESPONDENT can objectively establish are not meritorious. Likewise, nothing in the AVC shall require the Attorney General to accept RESPONDENT’S conclusion as to the merits of any particular claim or resolution.

4.5 RESPONDENT shall within thirty (30) days of the effective date of
this AVC and for a period of one (1) year thereafter, establish and maintain a restitution/claims fund in the amount of **ONE HUNDRED THOUSAND AND ZERO CENTS ($100,000)** ("the Restitution Fund") for the consideration and resolution of claims submitted by: (1) shippers/consumers who are identified on Exhibit A attached; and/or (2) shippers/consumers who file a complaint with the RESPONDENT, or the Office of the Attorney General or other government agencies within one (1) year of the effective date of this AVC (the "Claims Period"), for losses arising from or relating to moves that were completed after January 1, 2011 (collectively, the "Eligible Claims").

4.6 The Office of the Attorney General shall endeavor to provide the RESPONDENT with all such additional claims received from shipper/consumers during the Claims Period. With respect to the Eligible Claims, the RESPONDENT shall conduct a thorough and complete review of the shipper/consumer's claim and the relevant facts relating to their move. The RESPONDENT shall have thirty (30) days from the date of receipt of reasonably sufficient information from the shipper/consumer in which to investigate an Eligible Claim and determine whether it believes a payment from the Restitution Fund is appropriate. RESPONDENT shall provide the Office of the Attorney General

INITIALS
with copies of all records pertaining to such determination and to any claims resolution upon request by the Office of the Attorney General. In addition, in the event that RESPONDENT'S determination of a claim includes a recommendation of payment from the Restitution Fund, RESPONDENT shall provide the Office Attorney General with a writing setting forth the amount of the payment recommended and the name, address and other available contact information of the customer so that the Office of the Attorney General can make the required payment from the Restitution Fund. The RESPONDENT agrees that the final determination as to the amount, if any, to be paid from the Restitution Fund on an Eligible Claim shall be within the sole discretion of the Office of the Attorney General, giving due regard to the RESPONDENT'S recommendations.

4.7 The RESPONDENT shall establish the Restitution Fund with the Attorney General by transmitting a cashier's check or other certified funds in the amount of ONE HUNDRED THOUSAND AND ZERO CENTS ($100,000) payable to the “Department of Legal Affairs Escrow Fund ” within thirty (30) days of the effective date of this AVC. Any Eligible Claim resolutions shall be subject to payment by the Attorney General from the Restitution Fund in accordance with and as set forth above.
4.8 The **RESPONDENT** may seek to reduce or recover the amount of claims paid out of the Restitution Fund to the shipper/consumers through insurance and/or subrogation, and may increase their current insurance coverage amounts and/or obtain supplemental liability insurance for this purpose; provided, however, that this provision shall not extend the time limits set forth above, for **RESPONDENT** to investigate a claim and make a recommendation as to payment. At the end of the Claims Period, and after all Eligible Claims deemed meritorious have been resolved, the remaining balance, if any, of the Restitution Fund shall be released to **RESPONDENT**.

4.9 During the pendency of the Claims Period, **RESPONDENT** agrees to provide a notarized statement to the Office of the Attorney General every one hundred and twenty (120) days, which identifies all written claims received by **RESPONDENT** from the Office of the Attorney General during the prior one hundred and twenty (120) days and attests to the manner in which such claims have been resolved or are being resolved as of the date of the notarized statement. Nothing herein precludes the Attorney General from requesting such a notarized statement sooner than one hundred twenty (120) days should the Attorney General believe it appropriate under all of the existing facts and circumstances, and

**INITIALS**
RESPONDENT shall respond to such a request within ten (10) days.

4.10 To the extent that RESPONDENT has insufficient information upon which to resolve an Eligible Claim, RESPONDENT shall promptly notify Financial Investigator Alan Schacht, at (561) 837-5007 and/or alan.schacht@myfloridalegal.com (or a supervisor within the West Palm Beach Office of the Attorney General) so that he may determine if additional information is available to assist RESPONDENT in resolving a specific consumer claim.

4.11 The term “Resolved” may include, but not be limited to, any means of complaint resolution which was made to, and accepted by, a consumer in response to his/her claim against RESPONDENT, including but not limited to: 1) the return of a previously lost or stolen item; 2) the replacement of a lost, stolen or damaged item with the same or a substantially similar item; 3) the payment of a monetary amount covering the greater of the full replacement cost or appraised value of a lost, stolen or damaged item; 4) the return of monies previously paid by the shipper/consumer to the RESPONDENT under their contract for services; and/or 5) the payment (or credit on amounts owed by the shipper/consumer) of a monetary sum to recompense the shipper/consumer for their inconvenience or loss arising from any other alleged
breach of the terms of the contract for services with the RESPONDENT.

4.12 “Complaints” or “claims” as used in this section refers to the consumer complaints listed in Exhibit A, which the Attorney General represents are written requests for refunds or other relief, including affidavits, correspondence, and/or any other written communication which constitute a claim and were presented against RESPONDENT during the Claims Period.

4.13 The Parties agree that RESPONDENT shall not be responsible for the payment and/or resolution of any consumer complaints which are not valid or meritorious complaints against RESPONDENT, which have already been resolved as defined herein and/or which do not relate to an actual shipper/consumer of RESPONDENT.

4.14 Except as otherwise provided herein, RESPONDENT’S interest in funds paid to the Attorney General in conjunction with this AVC shall fully and completely divest when the AVC is fully executed by all Parties.

V. PENALTIES

5.1 Provided that RESPONDENT complies with the terms of this AVC, no civil penalties shall be sought against it or imposed hereunder for any conduct arising prior to the date of the execution of this AVC. However, in the event that

INITIALS
RESPONDENT fails to comply with the terms and conditions of this AVC, then such action is by statute *prima facie* evidence of a violation of Chapter 501, Part II, Florida Statutes, and may subject RESPONDENT to any and all civil penalties and sanctions authorized by law.

5.2 In the event that RESPONDENT fails to make any payment(s) required by the terms of this AVC within the time period provided by the AVC, then such non-payment shall constitute a material breach and default of the terms of the AVC.

5.3 RESPONDENT consents to venue and jurisdiction for the entry of a Final Judgment, or any other proceeding necessary to enforce the terms of the AVC, within the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida.

VI. MISCELLANEOUS TERMS

6.1 This is a voluntary agreement, and it shall not be construed as an admission of law, fact, liability, misconduct, or wrongdoing on the part of RESPONDENT, or any other person or entity. The parties acknowledge that there has been no finding of fact, law, or liability in favor of or against any party to this AVC and that the parties enter into this AVC to avoid the expense, inconvenience, and uncertainty of further legal proceedings. The Attorney General, acting on

INITIALS
behalf of the citizens of Florida, is willing to accept this AVC in lieu of commencing a statutory action. Nothing in this AVC, including this Paragraph, shall be construed to limit or to restrict the right of RESPONDENT to assert and maintain any legal or equitable defenses in any pending or future legal or administrative action or proceeding. Moreover, by entering into this AVC and agreeing to and implementing the terms and conditions provided herein, RESPONDENT does not intend to waive and does not waive any claims or defenses it may have in any other action or proceedings that has been or may be brought against it by any person, entity, and/or agency arising from or related to the Matters Investigated.

6.2 The parties hereto hereby consent to entry of this AVC, which shall constitute a settlement of the Matters Investigated. The parties further stipulate and agree that the execution of this AVC and the fulfillment of the monetary and non-monetary terms therein by RESPONDENT shall constitute a full, complete, and final settlement of this action as to the Matters Investigated.

6.3 Upon the parties' execution of this AVC and RESPONDENT'S compliance with the terms set forth in Sections 4.1 (payment of attorneys' fees and investigative fees or costs) and 4.6 above (establishment of Restitution Fund), the Attorney General on behalf of the State of Florida, hereby releases, acquits, and

INITIALS
forever discharges RESPONDENT from any and all actions, causes of action, obligations, liabilities, claims or demands for damages, civil penalties, claim for relief, or demand whatsoever in law or equity, civil or administrative, which were asserted or maintained, or could have been asserted or maintained, against RESPONDENT in any civil action, enforcement action or administrative action, or proceeding, based upon arising out of, related to, or connected with, directly or indirectly, the Matters Investigated.

6.4 If the Attorney General believes that RESPONDENT has failed to comply with any term of this AVC, the Attorney General may notify RESPONDENT in writing. Within 30 days thereafter, RESPONDENT shall provide a good faith, written response to any such notice from the Attorney General; provided, however, that the Attorney General may undertake investigations or other actions where the Attorney General determines that action in the public interest is warranted. RESPONDENT'S good-faith written response to the notification shall contain either: (i) a statement explaining why they believe it is in compliance with the AVC; or (ii) a detailed explanation of how the alleged violation occurred and a statement explaining that the alleged violation has been cured and how; or (iii) a statement that the alleged violation cannot be reasonably cured within twenty (30)
days from receipt of the notification, but that **RESPONDENT:** (a) has begun to take corrective action to cure the alleged violation; (b) is pursuing such corrective action with reasonableness and due diligence; and (c) has provided the Attorney General with a reasonable timetable for curing the alleged violation.

6.5 Nothing herein shall prevent the Attorney General from agreeing in writing to provide **RESPONDENT** with additional time to cure any alleged violation of this AVC, nor require the Attorney General to do so. Nothing in this provision shall preclude the Attorney General from instituting any action or proceeding to enforce this AVC in accordance with Florida Statute §501.207(6).

6.6 In the event that **RESPONDENT** concludes, based upon changed circumstances, that there is a need to modify this AVC in whole or in part, **RESPONDENT** may request modification of the terms of this AVC. The Attorney General shall make a good faith evaluation of the then existing circumstances and, after collecting the information necessary, make a prompt decision, but in no event more than ninety (90) days from the Attorney General’s receipt of a request for the same unless both parties agree in writing to a different schedule. At the request of either the Attorney General or **RESPONDENT** the parties shall meet to discuss the provision(s) at issue and an appropriate manner in which to resolve any potential
disagreement. The decision to modify this AVC shall rest solely within the discretion of the Attorney General. The Attorney General shall not unreasonably withhold consent to the requested modification of this AVC.

6.7 **RESPONDENT** does not waive any claim of confidentiality or trade secret regarding documents or materials made available for inspection or produced under this AVC. **RESPONDENT** may submit business sensitive and confidential documents pursuant to any applicable exemption from disclosure under the Florida public records law. Such designations are not dispositive of the issue whether such documents are business sensitive, confidential, or exempt from disclosure under Florida’s public records law.

6.8 In consideration of the agreements and undertakings set forth in this AVC, the Attorney General agrees that if any time within two (2) years after the Effective Date, it resolves by settlement, agreement or consent judgment (collectively “Resolution”) any claim or claims substantially similar to those relating to the Matters Investigated against a person or entity providing services or products substantially similar to those included in the Matters Investigated, **RESPONDENT** may make a written request to the Attorney General to substitute all of the non-monetary compliance terms (collectively “Substituted Terms”) in the

INITIALS

39
Resolution in place of all such paragraphs of this AVC, based on changed circumstances as provided for in this agreement.

6.9 To the extent that any changes in RESPONDENT’S business advertising materials and/or advertising or customer service practices are made to achieve or to facilitate conformance to the terms of this AVC, such changes shall not constitute any form of evidence or admission by RESPONDENT, explicit or implicit, of wrongdoing or failure to comply with any federal or state statute or regulation or common law.

6.10 Nothing in this AVC shall be construed as a waiver of or limitation on RESPONDENT’s right to defend itself from or to make agreements in any individual or class action, state, or federal claim, suit, arbitration or other proceeding relating to the subject matter of this AVC.

6.11 RESPONDENT and its representatives, agents, employees, successors, assigns and/or any other person(s) acting under, by, through or on behalf of RESPONDENT, directly or indirectly, or through any corporate or other device, shall comply with the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes.
6.12 **RESPONDENT** shall not implement any change in the form of doing business or the organizational identity of any of the existing business entities or create any new business entities to avoid the obligations, terms and conditions set forth in this AVC.

6.13 **RESPONDENT** agrees to preserve and to retain all business records in its possession at the time of the execution of this document which are related to the consumers who are the subject of the instant matter for a minimum of **two (2) years** from the Effective Date of the AVC. **RESPONDENT** agrees to provide any such records requested by the Attorney General and/or make them available for inspection within **fourteen (14)** business days of **RESPONDENT'S** receipt of the request from the Attorney General. Further, **RESPONDENT** agrees to honor any request by the Attorney General to provide or to make available such records without requiring legal process.

6.14 Nothing herein shall be construed as a general waiver of any private right, cause of action, or remedy of any private person against **RESPONDENT**. Similarly, nothing contained herein shall waive the right of **RESPONDENT** to assert lawful defenses in response to a consumer complaint. The Parties agree and state that there are no third party beneficiaries, intended or otherwise, to this AVC.
6.15 Subject to the full and complete compliance with this AVC the Attorney General will waive any claim for civil penalties for the alleged acts and practices which are the subject of the instant AVC, pursuant to Sections 501.2075 and/or 501.2077 of the Florida Statutes, that is, up to $15,000 per violation, in consideration of RESPONDENT’s entry into this AVC.

6.16 Upon entry of this AVC, confirmation that all consumer restitution has been resolved and payment of all funds required by this AVC the Office of the Attorney General for the State of Florida agrees to close its civil investigation into the activities of RESPONDENT.

6.17 Notwithstanding any other provision of this AVC, the Parties acknowledge that any future violations of either this AVC or Florida law by RESPONDENT may subject RESPONDENT to civil penalties and sanctions, as provided by law.

6.18 In the event that RESPONDENT is finally determined by a court of competent jurisdiction to have violated any of the terms and conditions of this AVC, RESPONDENT shall pay reasonable attorney's fees and/or investigative costs which arise from the future violation and shall be subject to any additional remedies available by law.

INITIALS
6.19 Although the Parties jointly participated in the negotiation of the terms articulated in this AVC, no provision herein shall be construed for or against either Party on the grounds that any one Party was more heavily involved in the preparation of the AVC and/or its terms.

6.20 To the extent that any term or requirement of this AVC is in conflict with applicable state or federal law, then such term or requirement shall be deemed ineffective and void, and the applicable law shall control.

6.21 The Parties agree that all notices required hereunder shall be sufficient if given as provided below:

**AS TO THE ATTORNEY GENERAL:**
Howard Dargan and/or Carol DeGraffenreidt
Assistant Attorney Generals – Consumer Protection Division
1515 North Flagler Drive # 900
West Palm Beach, FL 33401
Office Telephone Number: (561) 837-5007
Facsimile No.: (561) 837-5109
Electronic Mail Address: howard.dargan@myfloridalegal.com

Carol.degraffenreidt@myfloridalegal.com

**AS TO THE RESPONDENT:**
Attorney George Stephen LeMieux
Gunster, Yoakley & Stewart, PA
450 East Las Olas Boulevard, Suite 1400
Fort Lauderdale, FL 33301-4206
Office Telephone Number: (954) 462-2000
VII. EFFECTIVE DATE

7.1 The effective date of this AVC shall be the date of its execution and delivery by the Department of Legal Affairs. Acceptance by the Department of Legal Affairs shall be established by the signature of Patricia A. Conners, Deputy Attorney General. The receipt by the Department of Legal Affairs of any monies pursuant to the AVC does not constitute acceptance of the AVC by the Department of Legal Affairs, and any monies received shall be returned to RESPONDENT in the event that this AVC is not accepted and fully executed by the Department of Legal Affairs.

IN WITNESS WHEREOF, RESPONDENT has caused this Assurance of Voluntary Compliance to be executed by an authorized representative, as a true act and deed, in the county and state listed below, as of the date affixed thereon.

PARTIES’ SIGNATURES ON FOLLOWING PAGES
RVNB HOLDINGS, INC., All My Sons Moving and Storage of West Palm Beach, Inc., and All My Sons Moving and Storage of Fort Lauderdale, Inc.

Agreed to and signed this 14th day of March, 2016, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as an officer of RVNB HOLDINGS, INC., All My Sons Moving and Storage of West Palm Beach, Inc. and All My Sons Moving and Storage of Fort Lauderdale, Inc. and that by my signature I am binding RVNB HOLDINGS, INC., All My Sons Moving and Storage of West Palm Beach, Inc. and All My Sons Moving and Storage of Fort Lauderdale, Inc., to the terms and conditions of this AVG.

By: [Signature]

NICK BOURAS, as an officer of RVNB HOLDINGS, INC.; All My Sons Moving and Storage of West Palm Beach, Inc.; and All My Sons Moving and Storage of Fort Lauderdale, Inc.

STATE OF FLORIDA
COUNTY OF PALM BEACH
BEFORE ME, this 14th day of March, 2016, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared NICK BOURAS who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.

NOTARY PUBLIC
NICOLE DONNELLY
(print, type or stamp commissioned name of Notary Public)

Personally known or Produced Identification (check one)
Type of Identification Produced:

45 INITIALS
FOR THE ATTORNEY GENERAL’S OFFICE

Signed this 23rd day of March, 2016

Howard S. Dargan
Assistant Attorney General
Office of the Attorney General
Florida Bar No. 0494089
1515 North Flagler Drive, Suite 900
West Palm Beach, Florida, 33401
Telephone No.: (561) 837-5007
Facsimile No.: (561) 837-5109
Electronic mail: howard.dargan@myfloridalegal.com

Signed this 23rd day of March, 2016

Carol E. A. DeGraffenreidt
Assistant Attorney General
Office of the Attorney General
Florida Bar No. 0642101
1515 North Flagler Drive, Suite 900
West Palm Beach, Florida, 33401
Telephone No.: (561) 837-5000
Facsimile No.: (561) 837-5109
Electronic mail: carol.degraffenreidt@myfloridalegal.com

Accepted this 12th day of April, 2016

Patricia A. Conners
Deputy Attorney General
Department of Legal Affairs
Office of the Attorney General
The Capitol, Tallahassee, Florida 32399-1050

INITIALS

46
EXHIBIT A

Loss estimate at this point is $43,179.57

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Issue Description</th>
<th>Year</th>
<th>Location</th>
<th>Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aiello Richard</td>
<td>Unresolved</td>
<td>Increased costs/fees</td>
<td>2012</td>
<td>Melbourne</td>
<td>BBB</td>
</tr>
<tr>
<td>Anchors Shirley</td>
<td>Unresolved</td>
<td>Increased costs/fees; other/customer service; Non-delivery of items</td>
<td>2011</td>
<td>West Palm</td>
<td>BBB</td>
</tr>
<tr>
<td>Chalifour Zach</td>
<td>Unresolved</td>
<td>Increased costs/fees; damages</td>
<td>2012</td>
<td>Melbourne</td>
<td>BBB</td>
</tr>
<tr>
<td>Detray Greg &amp; Janie</td>
<td>Unresolved</td>
<td>Damages</td>
<td>2011</td>
<td>West Palm</td>
<td>Dept of Agriculture</td>
</tr>
<tr>
<td>Drew Jay</td>
<td>Unresolved</td>
<td></td>
<td>2013</td>
<td>Orlando</td>
<td>Dept of Agriculture</td>
</tr>
<tr>
<td>Duvall Melissa</td>
<td>Unresolved</td>
<td>Missing/Damaged items; other/customer service; Non-delivery of items</td>
<td>2011</td>
<td>Ft Lauderdale</td>
<td>BBB</td>
</tr>
<tr>
<td>Gallway Joseph</td>
<td>Unresolved</td>
<td>Increased costs/fees</td>
<td>2011</td>
<td>West Palm</td>
<td>Dept of Agriculture</td>
</tr>
<tr>
<td>Gariepy Kirsten</td>
<td>Unresolved</td>
<td>Increased costs/fees</td>
<td>2012</td>
<td>Orlando</td>
<td>BBB</td>
</tr>
<tr>
<td>Isrow Jordan</td>
<td>Unresolved</td>
<td>Other/customer service</td>
<td>2011</td>
<td>West Palm</td>
<td>BBB</td>
</tr>
<tr>
<td>Krueger Steven</td>
<td>Unresolved</td>
<td>Damages; customer service</td>
<td>2014</td>
<td>West Palm</td>
<td>BBB</td>
</tr>
<tr>
<td>Lawrence Robert</td>
<td>Unresolved</td>
<td>Damages; customer service</td>
<td>2011</td>
<td>Ft Lauderdale</td>
<td>BBB</td>
</tr>
<tr>
<td>Livesay Sheena</td>
<td>Unresolved</td>
<td>Damages</td>
<td>2013</td>
<td>Ft Lauderdale</td>
<td>BBB</td>
</tr>
<tr>
<td>Mastronmarion Joia</td>
<td>Unresolved</td>
<td>Increased costs/fees; damages</td>
<td>2012</td>
<td>West Palm</td>
<td>BBB</td>
</tr>
<tr>
<td>Munnall Rachel</td>
<td>Unresolved</td>
<td>Increased costs/fees; other/customer service</td>
<td>2013</td>
<td>Orlando</td>
<td>BBB</td>
</tr>
<tr>
<td>Morris Edward</td>
<td>Unresolved</td>
<td>Non-delivery of items</td>
<td>2013</td>
<td>West Palm</td>
<td>AG's office</td>
</tr>
<tr>
<td>Brinworth (Muirhead Steves) Suzanne</td>
<td>Unresolved</td>
<td>Damages; increased cost/fees</td>
<td>2011</td>
<td>West Palm</td>
<td>BBB</td>
</tr>
<tr>
<td>Murko Zoran</td>
<td>Unresolved</td>
<td>Damages</td>
<td>2011</td>
<td>Ft Lauderdale</td>
<td>BBB</td>
</tr>
<tr>
<td>Newman Shirley &amp; Gerri</td>
<td>Unresolved</td>
<td>Theft; Missing/Damaged items</td>
<td>2011</td>
<td>Ft Lauderdale</td>
<td>BBB</td>
</tr>
<tr>
<td>Overton-Morton Irene</td>
<td>Unresolved</td>
<td>Protracted loading/unloading</td>
<td>2012</td>
<td>West Palm</td>
<td>BBB</td>
</tr>
<tr>
<td>Lorenzetti Don</td>
<td>Unresolved</td>
<td></td>
<td>2011</td>
<td>West Palm</td>
<td>BBB</td>
</tr>
<tr>
<td>Reitz Frederick</td>
<td>Unresolved</td>
<td>Protracted loading/unloading; increased costs/fees</td>
<td>2014</td>
<td>Ft Lauderdale</td>
<td>BBB</td>
</tr>
</tbody>
</table>