

THE STATE OF SOUTH CAROLINA
In The Supreme Court

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APPEAL FROM SOUTH CAROLINA
Workers' Compensation Commission

S.C. Supreme Court

WCC File No. 1023143

Opinion No. 5307 (S.C. Ct. App. filed April 1, 2015)

George Ferguson, Employee, ... Petitioner,

v.

New Hampshire Insurance Company, Carrier for
AMERCO/U-HAUL International, and Sean P. Unterkoefer
d/b/a United Stand Moving, Employer, and S.C. Workers'
Compensation Uninsured Employers Fund, Defendants, ... Respondents.

APPENDIX

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EMPLOYER'S FUND

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d/b/a United Stand Moving, Employer, and S.C.
Workers' Compensation Uninsured Employers Fund,
Respondents.

Appellate Case No. 2013-001896

Appeal From The Workers' Compensation Commission

Opinion No. 5307

Heard January 13, 2015 – Filed April 1, 2015

AFFIRMED

Stephen Benjamin Samuels, of Samuels Law Firm, LLC,
of Columbia, and Natasha M. Hanna, of Myrtle Beach,
for Appellant.

Stanford Ernest Lacy, Peter H. Dworjanyn, and Christian
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Ashley Ryon Kirkham, of Turner Padgett Graham &
Laney, PA, of Columbia, for Respondents Amerco/U-
Haul International and New Hampshire Insurance
Company; Lisa C. Glover, of the Uninsured Employers'
Fund Division of the State Accident Fund, of Columbia,

SHORT, J.: In this appeal from the Workers' Compensation Commission, George Ferguson argues the Appellate Panel of the Workers' Compensation Commission (Appellate Panel) erred in finding he failed to carry his burden of proving (1) eMove, Inc. was his statutory employer; (2) he was an employee of Sean Unterkoefer d/b/a United Stand Moving (Unterkoefer); and (3) Unterkoefer employed four or more employees during the relevant period, making Unterkoefer an uninsured employer subject to the South Carolina Workers' Compensation Act (the Act). We affirm.

FACTS

eMove operates an internet marketplace where individuals or businesses renting moving trucks can search for and hire local moving companies to assist with loading and/or unloading rental trucks. eMove contracts with local moving companies to provide the loading and unloading services.¹ eMove customers sign up for the moving service on its website and select the moving company of their choice. eMove then sends a text message to the moving company informing them of the customer's booking information. After the job is completed, eMove releases the customer's payment for the services to the moving company, keeping fifteen percent of the total amount paid by the customer for its services.

Unterkoefer² executed a contract with eMove in March 2009 to provide moving help to eMove's customers.³ Unterkoefer testified he took part in a telephone training session with eMove and eMove gave him advice on how to keep its customers happy. eMove also explained what the moving companies could and

¹ On its website, U-Haul calls the subcontractor a "Moving Helper" and defines a "Moving Helper" as "an independent individual or company who participates in the Moving Help marketplace."

² Unterkoefer did not register his business with the South Carolina Secretary of State or file taxes for his business. eMove did not provide him with any tax forms, such as a W-2 or a 1099. Unterkoefer started the business by visiting eMove's website and signing up for an account.

³ Unterkoefer testified in his deposition he was not a subcontractor of eMove.

could not do, including making clear to Unterkoefler he could not have any side agreements or direct contact with a customer except through eMove.

Unterkoefler provided a labor service to his customers and did not have a moving truck or equipment. He used rental moving trucks, blankets, dollies, and other items supplied by his customers. He also set the days and times he would perform moving services and set his own rates, times, and coverage areas. Unterkoefler operated the moving business himself, and when he could not complete the job on his own due to the size or having multiple jobs at the same time, he asked for help or gave the job to someone else. He paid whomever he worked with per job in cash and did not take any money for himself unless he participated in the job. Ferguson testified he performed approximately ten to fifteen moving jobs between April/May 2010 and August 2010 and he worked with three other movers at various times.

Ferguson was working part time for Unterkoefler on August 21, 2010, when he injured his right hand while moving a washer/dryer unit. On August 27, 2010, Ferguson had surgery on his small right finger. He did not allege an injury to his right shoulder until after his deposition in March 2012.

Ferguson filed a Form 50, seeking workers' compensation benefits from the August 21 accident. He claimed injuries to his right hand and right arm. He served the form on United Stand Moving, eMove, New Hampshire Insurance Company, and the South Carolina Uninsured Employers Fund (the Fund).⁴ eMove and New Hampshire Insurance Company filed a Form 51, denying all allegations made by Ferguson. Ferguson filed an amended Form 50, claiming injuries to his right shoulder, right hand, right arm, and right knee. eMove and the Fund each filed a Form 51 in response. Unterkoefler did not make a formal appearance in the case and did not file any pleadings; however, his deposition was taken.

After a hearing, the single commissioner denied benefits and dismissed the case. The commissioner found Ferguson failed to prove he was an employee of Unterkoefler and failed to prove eMove was his statutory employer. Ferguson

⁴ Amerco/U-Haul, which owns eMove, is insured through the New Hampshire Insurance Company. Unterkoefler is uninsured; thus, the South Carolina Uninsured Employers Fund was added as a party. Unterkoefler did not purchase workers' compensation insurance, believing it was not required because he had less than three employees.

filed a Form 30 Notice of Appeal, and the Appellate Panel affirmed the single commissioner. This appeal followed.

STANDARD OF REVIEW

"The determination of whether a worker is a statutory employee is jurisdictional and therefore the question on appeal is one of law." *Harrell v. Pineland Plantation, Ltd.*, 337 S.C. 313, 320, 523 S.E.2d 766, 769 (1999). Thus, this court reviews the entire record and decides the jurisdictional facts in accord with the preponderance of the evidence. *Id.*

LAW/ANALYSIS

I. eMove

Ferguson argues the Appellate Panel erred in finding he failed to carry his burden of proving eMove was his statutory employer. We disagree.

The initial question is whether eMove has "owner" liability under section 42-1-400 of the South Carolina Code (2015). If so, eMove would be deemed Ferguson's "statutory employer" and liable for workers' compensation. *See Parker v. Williams & Madjanik, Inc.*, 275 S.C. 65, 72, 267 S.E.2d 524, 528 (1980) (holding an owner, in effect, becomes the employee's statutory employer, even though in law the owner is not the immediate employer of the injured worker).

Section 42-1-400 provides:

When any person, in this section and Sections 42-1-420 and 42-1-430 referred to as "owner," undertakes to perform or execute any work which is a part of his trade, business or occupation and contracts with any other person (in this section and Sections 42-1-420 to 42-1-450 referred to as "subcontractor") for the execution or performance by or under such subcontractor of the whole or any part of the work undertaken by such owner, the owner shall be liable to pay to any workman employed in the work any compensation under this title which he would have been liable to pay if the workman had been immediately employed by him.

This court must make two determinations in assessing whether owner workers' compensation liability will attach to eMove. First, eMove must qualify as a business under the Act. "For the purposes of workers' compensation, '[t]he test is not whether the employer is in business for profit, but whether the employer is in business at all. If he supplies a product or service, it is immaterial what he does with his profits, or whether he expects or gets any profits at all.'" *Harrell*, 337 S.C. at 321, 523 S.E.2d at 770 (quoting 4 Arthur Larson, *Workers' Compensation Law* § 50.44(a) (1998)).

Second, Ferguson's work must have constituted part of eMove's trade, business, or occupation. "The activity is considered 'part of [the owner's] trade, business, or occupation' for purposes of the statute if it (1) is an important part of the owner's business or trade; (2) is a necessary, essential, and integral part of the owner's business; or (3) has previously been performed by the owner's employees." *Olmstead v. Shakespeare*, 354 S.C. 421, 424, 581 S.E.2d 483, 485 (2003). "If the activity at issue meets even one of these three criteria, the injured employee qualifies as the statutory employee of 'the owner.'" *Id.* "Owners are treated as statutory employers in these situations because an owner should not be able to avoid workers' compensation liability by subcontracting out the work of their business." *Harrell*, 337 S.C. at 322, 523 S.E.2d at 771. "[A] subcontractor is an independent contractor contracting with the contractor to do part of the work which the contractor has previously agreed to perform." *Murray v. Aaron Mizell Trucking Co.*, 286 S.C. 351, 355, 334 S.E.2d 128, 130 (Ct. App. 1985).

Ferguson argues eMove's sole source of revenue is the fifteen percent it collects from the total amount paid by the customer for a moving job completed by the local moving company and "[i]f people like Unterkoefler and Ferguson did not do the moving jobs, eMove would have no revenue at all." Ferguson asserts:

eMove knew moving jobs require at least a two-person crew. Even if one member of the crew was an independent contractor, eMove knew the other was certainly an employee. eMove also knew that many, if not most, of its subcontractors were too small to require workers' compensation insurance. eMove cannot claim ignorance of the risks faced by the downstream employees engaged in a very physical, dangerous job.

Indeed, its contract seems knowingly designed to circumvent statutory employer liability.

eMove asserts the Appellate Panel properly relied on *Murray*. In *Murray*, this court held a trucker, who was injured while hauling lumber from a work site of a contract logger to a lumber manufacturer's plant, was the statutory employee of the contract logger rather than the lumber manufacturer because of the implied contract between the contract hauler and the contract logger whereby the contract hauler would transport lumber for the contract logger when needed. *Id.* at 356-57, 334 S.E.2d at 131. Further, eMove maintains unlike in *Murray*, Unterkoefer was not obligated to perform any work for eMove and was only obligated to perform jobs for customers that selected his company and scheduled an appointment for his services. Additionally, it argues the record contains no evidence to support Ferguson's assertion that eMove's marketplace fee is its sole source of revenue.

eMove contends it is not in the business of moving and eMove merely provides a service or marketplace in which U-Haul truck renters and movers can meet to assist with moving help. The Appellate Panel found the actual moving was not a part of eMove's trade, business, or occupation and eMove's business was to match U-Haul renters with moving help. The Appellate Panel further found Ferguson presented no evidence eMove contracted with anyone to move or engaged in any moving itself. Therefore, the Appellate Panel found Ferguson failed to prove eMove was his statutory employer.

Based on our review of the record, we find the Appellate Panel correctly found eMove was not Ferguson's statutory employer. While eMove does rely on the movers to receive fifteen percent of the total amount paid by the customer for the local mover's services, eMove is not a moving company. eMove's business or trade is to create a marketplace where U-Haul renters can meet movers.

II. Unterkoefer

Ferguson argues the Appellate Panel erred in finding he failed to carry his burden of proving he was an employee of Unterkoefer. We disagree.

Section 42-1-130 of the South Carolina Code (2015) defines an "employee" as:

[E]very person engaged in an employment under any appointment, contract of hire, or apprenticeship,

expressed or implied, oral or written, including aliens and also including minors, whether lawfully or unlawfully employed, but excludes a person whose employment is both casual and not in the course of the trade, business, profession, or occupation of his employer

Section 42-1-360 of the South Carolina Code (2015) provides the Workers' Compensation Law does not apply to:

- (1) a casual employee, as defined in Section 42-1-130;
or
- (2) any person who has regularly employed in service less than four employees in the same business within the State or who had a total annual payroll during the previous calendar year of less than three thousand dollars regardless of the number of persons employed during that period.

Thus, Ferguson must prove he was an employee of Unterkoefer and Unterkoefer regularly employed four or more employees. "Under settled law, the determination of whether a claimant is an employee or independent contractor focuses on the issue of control, specifically whether the purported employer had the right to control the claimant in the performance of his work." *Wilkinson ex rel. Wilkinson v. Palmetto State Transp. Co.*, 382 S.C. 295, 299, 676 S.E.2d 700, 702 (2009). "In evaluating the right of control, the Court examines four factors which serve as a means of analyzing the work relationship as a whole: (1) direct evidence of the right or exercise of control; (2) furnishing of equipment; (3) method of payment; (4) right to fire." *Id.*

At the hearing before the Commissioner, the Fund contended Ferguson was not an employee of Unterkoefer and, in the alternative, Unterkoefer subcontracted the jobs from eMove to Ferguson. The Commissioner found Ferguson failed to prove he was an employee of Unterkoefer.

Considering the first of the four factors of control, the right to control, Ferguson worked for Unterkoefer part time and helped him load and unload trucks rented by customers of Unterkoefer. In the few jobs Ferguson completed for Unterkoefer on his own, like the one when he was injured, Unterkoefer did not exercise control

over the work he performed. Unterkoefler merely gave Ferguson the customer's information. The customer dictated the date, time, and location of the job. When the job was completed, Unterkoefler gave Ferguson cash for the entire cost of the job. Unterkoefler testified he did not financially benefit from a job completed by Ferguson unless he performed the job with Ferguson.

Regarding the furnishing of equipment, Unterkoefler provided a labor service to his customers. He did not have his own moving truck or equipment, and he used the truck his customers rented and any equipment that came with their rental truck. He did not have a uniform for himself or anyone who helped him. He and his helpers also used their own transportation to travel to and from the customer's residence.

Concerning the method of payment, Unterkoefler was paid by the job and split his earnings with the number of helpers he had during the job, paying them in cash. Finally, as to the right to fire, Unterkoefler could choose to use someone other than Ferguson for a job. Ferguson could also decline or refuse to perform a job. There was no set schedule, and Ferguson did not work on a consistent basis.

Therefore, after reviewing the evidence, we find the Appellate Panel correctly found Unterkoefler was not Ferguson's employer.

III. Uninsured Employer

Ferguson argues the Appellate Panel erred in finding he failed to carry his burden of proving Unterkoefler employed four or more employees during the relevant period, making Unterkoefler an uninsured employer subject to the Act. We disagree.

Section 42-1-360(2) provides the Workers' Compensation Law does not apply to

any person who has regularly employed in service less than four employees in the same business within the State or who had a total annual payroll during the previous calendar year of less than three thousand dollars regardless of the number of persons employed during that period.

"Regularly employed" has been defined by this court as "employment of the same number of persons throughout the period with some constancy." *Hernandez-Zuniga v. Tickle*, 374 S.C. 235, 257, 647 S.E.2d 691, 702 (Ct. App. 2007).

"Where employment cannot be characterized as permanent or periodically regular, but occurs by chance, or with the intention and understanding on the part of both employer and employee that it shall not be continuous, it is casual." *Hernandez-Zuniga*, 374 S.C. at 248, 647 S.E.2d at 697-98. In determining the relevant time period, the Commission should consider "(1) the employer's established mode of operation; (2) whether the employer generally employs the jurisdictional number at any time during his operation, and (3) the period during which employment is definite and recurrent rather than occasional, sporadic, or indefinite." *Id.* at 257, 647 S.E.2d at 702.

Ferguson asserts the relevant time period in this case was the period during July and August 2010 when he was working with Unterkoefer with regularity. During July and August, Ferguson testified he worked as many as five jobs a week. He also testified he worked with three other movers at various times. Ferguson agreed he would defer to Unterkoefer's testimony on whether Unterkoefer had any employees. Unterkoefer testified he did not have any employees. He stated, "I pretty much operated myself . . . I had some friends here and there, but no one in particular person for a certain – for a long, lengthy time. It was kind of just based on when I got the work I found someone to help me." He further testified that at any given time, the most people doing a job were himself and three helpers.

The Appellate Panel found Ferguson failed to prove Unterkoefer regularly employed four or more employees, and therefore, he was not subject to the Act. After reviewing the evidence, we conclude Unterkoefer regularly employed less than four workers during the identified relevant time period. Thus, Unterkoefer was exempt from the Act when Ferguson sustained his injury, and the Appellate Panel did not have jurisdiction to consider his claim.

CONCLUSION

Accordingly, the decision of the Appellate Panel is

AFFIRMED.

HUFF and KONDUROS, JJ., concur.

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Compensation Uninsured Employers Fund, Defendants, ... Respondents.

PETITION FOR REHEARING

The Appellant, by and through his undersigned attorney, hereby files this Petition for Rehearing. On April 1, 2015, this Court issued an opinion affirming the Decision and Order of the South Carolina Workers' Compensation Commission. Ferguson v. New Hampshire Ins. Co., Op. No. 5307 (S.C.Ct.App. filed April 1, 2015)(Shearouse Adv.Sh. No. 13 at 31).

As grounds for granting his Petition, Appellant would respectfully show the Court may have overlooked or misapprehended the evidence and arguments raised on the issues of (1) the relationship between Unterkoeffer and U-Haul – specifically that U-Haul's subsidiary, eMove, provides labor for moving services which it delivers through subcontractors such as Unterkoeffer; (2) that Ferguson is Unterkoeffer's direct employee, thus he is the statutory employee of U-haul; ;

(3) Unterkoefer employed 4 or more employees, such that he is required to carry workers' compensation insurance; and (4) should the Court grant rehearing, a remand is required as Ferguson is entitled to temporary compensation and medical treatment for the injuries to his right hand, right arm, right knee, and right shoulder. Additionally, Appellant would note the Court inadvertently omitted AMERCO/U-HAUL International from the caption of its Opinion.¹

ARGUMENT

I. George Ferguson is the statutory employee of eMove.

The Court held:

the Appellate Panel correctly found eMove was not Ferguson's statutory employer. While eMove does rely on movers to receive fifteen percent of the total amount paid by the customer for the local mover's services, *eMove is not a moving company*. eMove's business or trade is to create a marketplace where U-haul renters can meet movers.

Ferguson v. New Hampshire Ins. Co., Op. No. 5307 (S.C.Ct.App. filed April 1, 2015)(Shearouse Adv.Sh. No. 13 at 31, 36)(emphasis added).

The Court asked the right question – what is eMove's business? More specifically, is eMove (and U-Haul) providing moving services or is eMove operating an online marketplace?

Respectfully, the Court's holding misapprehends the key point. The *single* service eMove provides (through its subcontractors) is "services, such as *moving services* and others, to the consuming public." [R. P. 231; paragraph 1]. It is this one service that generates revenue for eMove – specifically "a 15% cut from the total amount paid by the Customer for the Services." [R. P. 232; paragraph 9]. This arrangement is explicitly spelled out in the contract with the subcontractor. eMove makes its money from providing moving services; not advertising. See Glass v. Dow

¹The caption has included AMERCO/U-HAUL throughout the case. [R.P. 1, 39].

Chemical Co., 325 S.C. 198, 482 S.E.2d 49 (1997)(owners are statutory employers for injuries related to activities that: (1) are an important part of the trade or business of the employer [or] (2) are a necessary, essential, and integral part of the business of the employer).

If “eMove’s business or trade is to create a marketplace where U-Haul renters can meet movers,” then eMove would have used a different revenue model. It could have charged movers to advertise. It could have charged renters a membership fee. Instead, the contract between Unterkoefler and eMove provided “We allow You to sign up on the MarketPlace free of charge and allow you to advertise Yourself and Your Services free of charge.” [R. P. 231]. If that was all eMove did – without taking a 15% cut of the *moving services* sold by U-Haul on the website – then, and only then, it would be fair to say eMove is was in the advertising business.

eMove is a subsidiary of U-Haul. U-Haul created eMove to compete with conventional moving companies – such as Mayflower or Two Men and a Truck. U-Haul built its core business on renting trucks and moving equipment to do-it-yourself movers. However, U-Haul recognized that requiring their customers to do the lifting and drive a large truck substantially limited their customer base. U-Haul was unwilling to invest in the infrastructure necessary to operate a conventional moving service, nor did they want to move too far away from their core business.

The answer for U-Haul was to create eMove. eMove could have been just as the Court described it – a free online marketplace where U-Haul renters can meet movers. There was just one problem. U-Haul wanted more than just an expanded pool of U-Haul renters; they wanted eMove to make money from the actual *moving services*. So, instead of creating a free marketplace, they created a network of subcontractors – for which they took a 15% cut of the moving services sold.

U-Haul is now able to offer virtually the same services as the conventional moving companies. All the customer has to do is pack. The customer pays U-Haul for complete moving services – for which U-Haul provides the truck, the tools (dollies and pads), and the labor.

The method U-Haul uses to sell moving services may seem a little different than conventional moving companies because the contract is entered into online. That is merely a function of the technology. Even though the customer purchases the moving services from U-Haul on the eMove website, the actual delivery of the moving services is done in the real world by subcontractors at U-Haul's direction. Once the customer places the order on the website, U-Haul tells the subcontractor where to go, when to be there, and how to contact the customer. When the job is complete, U-Haul charges the customer's credit card and pays the mover (less U-Haul's "15% cut from the total amount paid by the Customer for the Services." [R. P. 232; paragraph 9].

All of this is confirmed in the contract and by Unterkoefer's testimony, "... I didn't have control financially of anything. I didn't deal directly with a customer. [eMove] dealt with the customer and passed the information on to me. [eMove] had control of releasing the funds based on the work I did..." [R. p. 159: Tr. P. 95, lines 1-18]. Unterkoefer confirmed "regarding the payment arrangements ... the customer paid eMove and then eMove paid [him]. [R. p. 159: Tr. P. 94, lines 8-11]. "[T]he customer made all those arrangements with eMove on their website." [R. p. 159: Tr. P. 94, lines 17-21].

These undisputed facts are conclusive evidence that eMove entered into contracts with customers for moving services. The Appellate Panels findings that "Ferguson presented no evidence eMove contracted with anyone to move" is simply wrong.

The point here is there are limited ways to provide labor services. A company providing labor to move household goods and drive trucks – which eMove plainly does – must deliver those services with people. People working in a trade, business or occupation are either employees or independent contractors. There is no other category. If we assume Unterkoeffler is not U-Haul's employee,² then he must necessarily be U-Haul's subcontractor. See Voss v. Ramco, Inc., 325 S.C. 560, 566, 482 S.E.2d 582, 585 (Ct.App.1997)(finding a manufacturer of small equipment was the statutory employer of field salespeople because selling the equipment was an essential part of the manufacturer's business without which it could not remain in business). And *ipso facto*, Ferguson must necessarily be U-Haul's employee.

U-Haul deserves credit for innovation in adapting moving services to a website based point of sale system. Yet, the mere fact the moving services are *sold* on-line does not change the ineluctable fact that the moving services are *delivered* by subcontractors and employees. As the sole

²Although not necessary under the facts of this case, it can be argued that Unterkoeffler himself was actually an employee of eMove rather than a subcontractor. See Crim v. Decorator's Supply, 291 S.C. 193, 352 S.E.2d 520 (Ct. App. 1986)(holding worker who worked only for employer was an employee because he "never owned a company himself, never received a federal employer's identification number, and never filed a partnership or proprietor's tax return. He neither maintained a business listing in the telephone book nor advertised his services as a carpet installer in any other way. He did not carry Workers' Compensation Insurance.").

Crim is factually quite similar to the instant case. Crim's employer exercised control over his activities in much the same way eMove exercised control over Unterkoeffler. "*The homeowner or contractor always contacted Lexington Floor Covering and selected the desired interiors. After measuring a home, Lexington Floor Covering gave Crim the client's address and sent him to install whatever materials the client ordered. It also gave Crim specific instructions regarding how the material was to be installed.*" Id. (Emphasis added). The italicized portions of the quote from Crim are virtually identical to the manner in which eMove contracted with its customers for moving services and then dispatched Unterkoeffler to complete the job as ordered. Moreover, Unterkoeffler was not in the moving business himself until he signed the contract with U-Haul, nor did he stay in the business after he left Myrtle Beach. This confirms that Unterkoeffler's at minimum was as a subcontractor, if not an outright employee.

source of revenue for U-Haul's eMove division, the "15% cut from the total amount paid by the Customer for the Services" could not be a more "necessary, essential, and integral part" of eMove's business. [R. P. 232; paragraph 9]. Creating a "business" for people like Unterkoefer - who lack the capital and ability to start a genuine business - is the very reason the Legislature enacted the statutory employee doctrine. Large companies should not be able to gain an unfair competitive advantage by misclassifying employees and avoiding the costs of providing labor.

Appellant respectfully requests the Court reconsider its decision and find Ferguson is the statutory employee of U-Haul/Amerco.

II. George Ferguson is the Direct Employee of Sean Unterkoefer d/b/a United Stand Moving.

The Court held the Appellate Panel correctly found Unterkoefer was not Ferguson's employer. It appears the Court focused on the jobs Unterkoefer did with a helper without considering the jobs Ferguson did with Unterkoefer. Respectfully, this approach skewed the analysis away from a fair appraisal of the entire employment arrangement. See Lewis v. L.B. Dynasty, LLC, Op. No. 27509 (S.C.Sup.Ct. filed March 18, 2015)(Shearouse Adv.Sh. No. 11 at 27).(Attempting to broadly characterize the nature of [employee's] profession prior to engagement in the analysis foretells a single result.").

All parties agree that whether Ferguson's relationship with Unterkoefer is as an employee or an independent contractor is controlled by the four factors which determine the right of control: 1) direct evidence of the right or exercise of control; 2) furnishing of equipment; 3) right to fire; and 4) method of payment. Wilkinson ex rel. Wilkinson v. Palmetto State Transp. Co., 382 S.C. 295, 676 S.E.2d 700 (2009). The Supreme Court recently pointed out that "The question before the Court is

a simple, fact-based consideration—did the [employer] exercise sufficient control over [the worker] to create an employee relationship . . .” Lewis v. L.B. Dynasty, LLC, Op. No. 27509 (S.C.Sup.Ct. filed March 18, 2015)(Shearouse Adv.Sh. No. 11 at 27).

Right or Exercise of Control

The Court began its analysis of the right to control factor with this statement: “Ferguson worked for Unterkoefer part time and helped him load and unload trucks rented by customers of Unterkoefer.” Respectfully, the Court overlooked that the customers were customers of U-Haul; not Unterkoefer. The customers contracted with U-Haul and paid U-Haul upon completion of the job; U-Haul paid Unterkoefer. There was neither money nor information exchanged between the customer and Unterkoefer – it was all controlled by U-Haul.

The Court’s opening statement – “Ferguson worked for Unterkoefer” -- makes it indelibly clear that Ferguson was subordinate to Unterkoefer. It is simply inaccurate to state that Unterkoefer’s sending Ferguson to “the date, time and location of the job” is not evidence of control. If that were the case, then anytime someone ordered a pizza delivered to their home, the pizza delivery driver would become an independent contractor; not an employee of the pizza company. The same is true for any other service job from plumbers to food servers – the mere fact the customer places an order does not make the customer the employer nor turn the person who fulfills the order an independent contractor. See Chavis v. Watkins, 256 S.C. 30, 180 S.E.2d 648 (1971)(“Each job was subject to change during its execution according to the customer’s wishes which, inferentially, were communicated to Watkins, who thereupon gave appropriate instructions to Chavis, with which the latter was obligated to comply.”)

The Court analyzed the *exercise or right* of control prong as follow:

In the few jobs Ferguson completed for Unterkoefer on his own, like the one when he was injured, Unterkoefer did not exercise control over the work he performed. Unterkoefer merely gave Ferguson the customer's information. The customer dictated the date, time, and location of the job. When the job was completed, Unterkoefer gave Ferguson cash for the entire cost of the job. Unterkoefer testified he did not financially benefit from a job completed by Ferguson unless he performed the job with Ferguson.

Ferguson v. New Hampshire Ins. Co., Op. No. 5307 (S.C.Ct.App. filed April 1, 2015)(Shearouse Adv.Sh. No. 13 at 31)

This description overlooks much of the evidence. First, Ferguson did some jobs working directly with Unterkoefer as Unterkoefer's helper. This is undisputed. It would be an absurd result for Ferguson to be considered an employee when working on a job with Unterkoefer, yet be considered an independent contractor when Unterkoefer sends Ferguson and another helper to do the identical work. Holloway v. G. O. Cooley & Sons, 208 S.C. 234, 243, 37 S.E.2d 666, 670 (1946)("Employment, like any other contract, presupposes understanding. The new relation cannot be thrust upon the servant without knowledge or consent."). Only Unterkoefer knew when and where the jobs were – and he only knew that because eMove told him. Unterkoefer told Ferguson where to go and what to do. [R. p. 46, line 23-page 47, line 1]. See Spivey v. D.G. Constr. Co., 321 S.C. 19, 467 S.E.2d 117 (Ct.App.1996)(employment relationship shown when employer instructed worker where to report and "explained to worker exactly what needed to be done").

Ferguson had no knowledge of the cost of each job. Even if we take Unterkoefer's testimony that he gave Ferguson cash for the entire cost of the jobs Ferguson worked with other helpers, this does not destroy the employment relationship. At most, it would make Ferguson "an employee-foreman, authorized to hire and pay the members of his crew, rather than an independent contractor." Chavis v. Watkins, 256 S.C. 30, 180 S.E.2d 648 (1971). See, also Harrell v. Pineland

Plantation, Ltd., 337 S.C. 313, 523 S.E.2d 766(1999) “If [the employer] supplies a product or service, it is immaterial what he does with his profits, or whether he expects or gets any profits at all.” (quoting 4 Arthur Larson, Workers’ Compensation Law § 50.44(a) (1998)).

The level of control here favors employment. It is exemplified by the facts that only Unterkoefler communicated with eMove. Only Unterkoefler knew the price of the job; the name of the customer; the number of people and hours required to perform the job; and the date, time and location of the job – information Unterkoefler alone received from eMove. It was entirely in Unterkoefler’s control as to whether to send Ferguson on a job either with himself or a helper. It was entirely in Ferguson’s control as to how much and when he paid Ferguson.

Furnishing of Equipment

All equipment on the job (truck, dollies, moving pads) was supplied by the upstream employer, eMove. The equipment was owned by U-Haul and rented from U-Haul by the customer - the same customer who contracted with U-Haul’s subsidiary, eMove, for the moving services. Ferguson supplied no equipment (nor did Unterkoefler).

The Court treats this factor as supporting an independent contractor arrangement because “Unterkoefler provided a labor service to his customers.”³ He did not have his own moving truck or equipment and he used the truck his customers rented and any equipment that came with their rental

³As noted earlier, the customers contracted with eMove/U-Haul; not Unterkoefler. As such, it is a mischaracterization to state that Unterkoefler “provided a labor service to *his* customers.” The customers were manifestly U-Haul customers. [R. P. 231; paragraph 1 (contract defines a “Customer” as an “individual who desires to obtain [moving services].”). “eMove located the customer . . . eMove would handle the order, they would send an e-mail to the customer with [the mover’s] contact information, as well as, you know, eMove would send [Unterkoefler] the details of the job.” Unterkoefler himself confirmed he “didn’t have a contract with the customer [and his] only contract was with eMove.” [R.P. 148, page 52, line 23-page 53, line 14].

truck.” Ferguson v. New Hampshire Ins. Co., Op. No. 5307 (S.C.Ct.App. filed April 1, 2015)(Shearouse Adv.Sh. No. 13 at 31, 38).

Respectfully, this analysis overlooks the fact that the upstream employer, eMove/U-Haul, owned and provided the truck and equipment used on the job. The fact the equipment was rented by the customer does not change the analysis. U-Haul provided complete moving services by bundling the rental of the truck and equipment along with supplied the labor via eMove’s subcontractors and their employees. Providing a moving truck is a specific example of furnishing equipment, as stated by Professor Larson: “When it is the employer who furnishes the equipment, the inference of the right to control is a matter of common sense and business. The owner of a \$100,00 truck who entrusts it to a driver is naturally going to dictate details such as speed, maintenance, and the like in order to protect his investment.” Lewis v. L.B. Dynasty, LLC, Op. No. 27509 (S.C.Sup.Ct. filed March 18, 2015)(Shearouse Adv.Sh. No. 11 at 27), *quoting* 3 Arthur Larson & Lex K. Larson, *Larson’s Workers’ Compensation Law* § 61.01 (2013).

In Lewis the Supreme Court noted that one’s body is not equipment. Id. In the instant case, Ferguson provided labor – nothing more. He is “far more closely akin to wage earners toiling for a living than to independent entrepreneurs seeking a return on their risky capital investments.” Lewis, *quoting* Terry v. Sapphire Gentlemen’s Club, , 336 P.3d 951, 959 (Nev. 2014). Unterkoefer testified he signed on with eMove because he did not have the money to start a business. [R.P. 138, page 10, line 22-page 11, line 6].

In holding the claimant was an employee in Lewis, the Supreme Court stated: “Because the [employer] and not [the employee], bore the risk of the capital investment in the equipment used by [the employee to perform her work, we find this factor weighs in favor of an employee relationship.”

Id. Respectfully, this Court should follow Lewis. As the upstream employer provided the equipment used by Ferguson,⁴ this factor should weigh in favor of an employee relationship.

Method of Payment

As to the method of payment, the Court overlooked Ferguson's testimony that he was paid \$17.50 per hour. [R. p. 47, lines 16-24]. Hourly wages are a strong indicator that the worker is an employee. See South Carolina Industrial Commission v. Progressive Life Ins. Co., 242 S. C. 547, 550, 131 S.E.2d 694, 695 (1963)(insurance agents who were paid guaranteed minimum wage were employees); Spivey v. D.G. Constr. Co., 321 S.C. 19, 467 S.E.2d 117 (Ct.App.1996)(fact worker was paid \$8.00 per hour was evidence that he was an employee).

Appellant acknowledges that there is a dispute in the testimony. Ferguson testified he believed he was paid by the hour; Unterkoefer testified he paid his helpers by the job. As the Court is permitted to resolve conflicts in the evidence on jurisdictional facts, Appellant recognizes that the Court found as a fact that "Unterkoefler was paid by the job and split his earnings with the number of helpers he had during the job, paying them in cash." Ferguson v. New Hampshire Ins. Co., Op. No. 5307 (S.C.Ct.App. filed April 1, 2015)(Shearouse Adv.Sh. No. 13 at 31, 38).

The question then is whether payment by the job favors employment or an independent contractor relationship. To make sense of it, one must look beyond the simple fact of splitting earnings to who determined the amount of the payment to the helper. Only Unterkoefer (and U-Haul) knew how much eMove paid Unterkoefer for any particular job. Unterkoefer had complete control of how much and when he paid his helpers.

⁴Ferguson was injured in the act of using U-Haul's appliance dolly. [R.P. 18, lines 15-25].

Ferguson had no negotiating power with U-Haul or the customer – his only relationship was with Unterkoefer. Ferguson was always paid directly by Unterkoefer. Sometimes he got paid the day after a job; sometimes he got paid weekly. He testified: “It just depended on when I saw him. If we were at different sites moving, you know, on different days, I might not see him that day, so it varied.” [R. p. 47, lines 7-24].

Ferguson was paid cash, so there are no written records recording how much he was paid. eMove paid Unterkoefer by PayPal after each job was completed. He would not pay Ferguson until he got the cash and saw Ferguson in person– which could be the end of the week or the next job. Ferguson testified when he worked with David Coates, “there were days that we got paid together, I mean, as far as the job that we would do and we’d seen Sean at the same time and *he would pay us together for the job* we did.” [R. P. 62, lines 19-24 (emphasis added)].

Professor Larson’s analysis was once again quoted in Lewis:

A moment’s reflection will show the realistic connection between payment and control. If an employer in a regular business or industry purchases personal labor by the hour, day, or week, it is almost certain to insist on the right to see that the time is well and efficiently spent. If it pays by the hour, the employer wants to see that it gets a full hours work, and that the hour is applied where it is most needed. . . .

By contrast, if the employer makes an agreement to pay a man one hundred dollars to clean out a well, it has no reason to care whether the worker is slow or fast, clumsy or efficient.

Lewis v. L.B. Dynasty, LLC, Op. No. 27509 (S.C.Sup.Ct. filed March 18, 2015)(Shearouse Adv.Sh. No. 11 at 27), *quoting* 3 Arthur Larson & Lex K. Larson, *Larson’s Workers’ Compensation Law* § 61.06 (2013).

Accepting that Ferguson was paid by the job, on the surface the method of payment prong seems to favor an independent contractor relationship. However, the jobs were priced assuming a

certain number of man-hours. [R. P. 198-208]. Unterkoefer himself worked on most of these jobs – only sending out a two-man crew when he had more than one job at the same time. As he was doing much of the labor himself, he had an interest in seeing that the time was well and efficiently spent. Moreover, since his ability to obtain more jobs from eMove depended in part on his customer reviews, he had an interest in seeing that the job was done well. As such, while method of payment is not the strongest factor here, given the totality of the circumstances, it only slightly weighs toward independent contractor – not enough to outweigh the other factors showing employment.

Right to Fire

As to the right to fire, the Court reasoned: “Unterkoefler could choose to use someone other than Ferguson for a job. Ferguson could also decline or refuse to perform a job. There was no set schedule, and Ferguson did not work on a consistent basis.” Ferguson v. New Hampshire Ins. Co., Op. No. 5307 (S.C.Ct.App. filed April 1, 2015)(Shearouse Adv.Sh. No. 13 at 31, 38).

The Court here seems to have focused more on the informality of the work schedule rather than on the right to fire. Working for Unterkoefer was Ferguson’s second part-time job. He could almost be considered “casual” labor – which is where the Court seems to be going with its analysis. However, the mere fact an individual may be employed on a casual basis means nothing so long as the work is done “in the course of the trade, business, profession or occupation of his employer.” S.C. Code Ann. § 42-1-130 (2007).

The Supreme Court reversed this Court on a similar analysis in Lewis. There, the Supreme Court stated “We recognize that Lewis had no set schedule, and came when she chose with no other repercussion than the loss of income. Nevertheless, once the Club engaged her for the evening, it exercised significant control over her work. Accordingly, we find this factor weighs in favor of a

finding of an employment relationship. Lewis v. L.B. Dynasty, LLC, Op. No. 27509 (S.C.Sup.Ct. filed March 18, 2015)(Shearouse Adv.Sh. No. 11 at 27).

The right to fire was essentially overlooked by both the Appellate Panel and the Court in the instant case. The right to fire discussed in detail in both Shatto and Lewis. “The absolute right to terminate the relationship without liability is not consistent with the concept of independent contract, under which the contractor should have the legal right to complete the project . . .” Shatto v. McLeod Regional Medical Center, Op. No. 27341 (S.C.Sup.Ct. filed December 18, 2013)(Shearouse Adv.Sh. No. 53 at 16, 25) *quoting* 3 Arthur Larson & Lex K. Larson, *Larson's Workers' Compensation Law* § 61.08[1] (2013).

On the specific evidence on right to fire, both Unterkoefer and Ferguson agreed Unterkoefer had the right to fire Ferguson. Ferguson testified he could have been fired had he committed any misconduct. [R. p. 46, lines 20-22].

Unterkoefer was asked if Ferguson “screwed up and, you know, messed up your rating system . . . breaking something or being late or being drunk or being rude to a customer, you basically had the right to fire him . . .” He responded, “I suppose I wouldn’t have him – I wouldn’t pass the job . . . I guess I wouldn’t pass on jobs to him anymore, no.” To clarify, he was then asked, “You could basically say I’m not going to use you again, you’re not working for United Stand ever again, correct?” He answered, “Yeah.” [R. p. 153: Tr. Page 70, line 17-page 71, line 7].

“The fact remains that [Unterkoefer] had the right to determine whether [Ferguson’s] work was satisfactory and the right to terminate that relationship if [he] was not satisfied.” Shatto. at 26. Even though because of the nature of the part-time job, Ferguson arguably “had the right not to show up at all because [he] had no set schedule, but once [he] was hired for the [job, Unterkoefer] could

end that relationship prior to [his] shift ending and leave [Ferguson] with no recourse for that firing.” Lewis v. L.B. Dynasty, LLC, Op. No. 27509 (S.C.Sup.Ct. filed March 18, 2015)(Shearouse Adv.Sh. No. 11 at 27). This central fact confirms the right to fire existed in the relationship, thus confirming that Ferguson was Unterkoefer’s employee.

Public Policy and the Employment Relationship

The Workers’ Compensation Act is to be construed liberally in favor of coverage. Id. Respectfully, the Court erred in following the strict construction of the employment relationship used by the Appellate Panel. “Common sense indicates that a compensation law passed to increase workers’ rights (because their common law rights were too narrow) should not thereafter be narrowly construed.” Pierre v. Seaside Farms, Inc., 386 S.C. 534, 540, 689 S.E.2d 615, 618 (2010).

Appellant respectfully asks the Court to reconsider the employment relationship in this case. A close look at the facts and circumstance in total, shows that Ferguson was an employee of Unterkoefer; not an independent contractor. Of the four factors showing an employee-employer relationship, the evidence of control, the furnishing of equipment, and the right to fire all point to employment. Only the method of payment factor arguably leans towards an independent contractor relationship – yet it could also be construed as neutral or even slightly favoring employment. As such, the Court should reverse and find Ferguson is an employee.

III. Sean Unterkoefer d/b/a United Stand Moving is subject to the Workers’ Compensation Act because he employed 4 or more employees during the relevant time period.

The Court concluded “Unterkoefler regularly employed less than four workers during the relevant time period.” Ferguson v. New Hampshire Ins. Co., Op. No. 5307 (S.C.Ct.App. filed April 1, 2015)(Shearouse Adv.Sh. No. 13 at 31, 38). Appellant asks the Court to reconsider this holding.

The evidence shows Unterkoefer employed 4 or more employees once his business picked up to where he could no longer handle it with himself and one helper. The Court never determined the critical period – which generally covers the time frame when the employee is injured. The relevant time period here was the period during July and August 2010 when Ferguson worked with regularity. See Harding v. Plumley, 329 S.C. 580, 584, 496 S.E.2d 29, 31 (Ct.App.1998)(where worker was injured on first day of employment, relevant time period for determining the number of regularly employed workers corresponded to the period of construction). During July and August, Ferguson worked as many as five jobs a week. [R. p. 49, lines 15-22]. When business picked up for United Stand, so did the number of employees.

Ferguson himself worked with 3 other employees at various times (plus Unterkoefer): David Coates, Arly Barr and Kenneth Hill. [R. p. 48, lines 19-25; R. p. 152: Tr. page 69, lines 19-25]. Unterkoefer testified to one other employee named Josh. [R. p. 152 Tr. page 69, lines 19-25]. The records from customer surveys show Josh working at least two jobs. They also mention various other employees by name including “David”, “Mark”, “Mike”, “CJ”, “Tyrone,” and “Josh.” [R. p. 241-252]. The surveys are particularly telling as they are from customers. Notably CJ and Tyrone did a job on August 19, 2010 – two days before Ferguson was injured. Ferguson, Barr, Coates, Hill, Josh, CJ and Tyrone all worked during that period. In fact, during the week Ferguson was injured, there are four specifically identifiable employees who worked: Ferguson and Hill on one crew; CJ and Tyrone on another.

In August, Unterkoefer was doing more one job every day. United Stand was scheduled to work 38 jobs – yet could only complete 32. A trickle of business was now a flood. Everyone who

worked for United Stand had other full time jobs. There was no way for Unterkoefer to do this much work without multiple crews – each crew included at least two men.

The rule is not that four employees must be working at one particular instant in time. For example, assume the employer is a convenience store open 24-hours per day, seven days a week. Each employee works 40 hours and only one employee works at a time. There are 168 hours in a week. It would require a minimum of 4 full-time employees and one part-time employee (working the extra 8 hours) to cover the store. The payroll for that given week would show all five employees – even though at any given time there would only be one employee actually on the job.

Surely the convenience store would be held subject to the Act. The same logic should apply to Unterkoefer. During the week Ferguson was injured, Unterkoefer's payroll included George Ferguson, Kenneth Hill, CJ and Tyrone. During the entire critical period from July to August 2010, nine different employees were identified in the record.

The Court stated "Ferguson agreed he would defer to Unterkoefer's testimony on whether Unterkoefer had any employees. Unterkoefer testified he did not have any employees." Ferguson v. New Hampshire Ins. Co., Op. No. 5307 (S.C.Ct.App. filed April 1, 2015)(Shearouse Adv.Sh. No. 13 at 31, 39). Respectfully, neither Ferguson nor Unterkoefer can state whether Ferguson and the other workers are employees. Ferguson candidly testified to his relationship with Unterkoefer; how he himself was paid; and the times he saw Unterkoefer pay other workers. [R.P. 60-67].

Any deferral to Unterkoefer's testimony about employment relationships was based on the predicate question asked of Ferguson by U-Haul's attorney: "You weren't an owner or a partner in United Stand Moving. Is that correct?" [R. P. 67, lines 9-10]. Once Ferguson answered "No," he was then asked "So, you would *have to defer* to Mr. Unterkoefer's definition" of what his

relationship was with eMove. Is that correct?" [R. P. 67, lines 11-15]. This line of questioning continued on to include "You would also have to defer to Mr. Unterkoefer in whether or not he had any employees." [R. P. 67, lines 24-25].

The Court overlooked the foundation on which these questions were asked and answered. The fact Ferguson deferred to Unterkoefer is because he *was an employee*. He had to defer to the superior knowledge of his employer. The fact he was neither partner nor owner in United Stand Moving supports an employment relationship. This entire line of questioning demonstrates that Unterkoefer demonstrated the control and superior knowledge that the employees lacked.

Furthermore, while Unterkoefer appeared to be coached by U-Haul's attorney to avoid claiming either that he was a subcontractor himself or that he had any employees, at many unguarded points in his testimony, he specifically referred to his workers as employees or described a working relationship akin to an employment relationship. For example, he was asked by U-Haul's counsel "do you have employees?" He answered: "No, I did not. I mostly just had people that would - were willing to help me do this. I didn't have any full-time employees." However, in the very next question, he was asked "What would *they have to do on the job?*" He responded "It was, you know, generally loading and unloading of a rental truck which the customer rented, you know, and packing and unpacking of boxes." [R. P. 139, page 15, lines 8-23 (emphasis added)]. This testimony describes doing a moving job with part-time employees.

Unterkoefer researched workers' compensation insurance on-line. He testified "it was mostly me running this company and, like I said, no particular employee for a large amount of time. I had less than three employees, and I was under - the interpretation of the law is if I had three or less employees, I didn't have to carry Workman's Compensation." [R.P. 146, page 42, lines 5-15].

Unterkoefer may have testified he had less than three employees – but he certainly testifies here he had some employees.

Ultimately the number of employees comes down to a finding of fact – a point acknowledged by Appellant. However, whether the people working for Unterkoefer are employees or independent contractors is a mixed question of law and fact. Ferguson and Unterkoefer can testify on the many details behind Unterkoefer's business and his relationship with his workers – but that ultimate question must be answered by the Court. Simply naming a worker as an employee, a subcontractor or an independent contractor is not controlling.

Appellant asks the Court to reconsider its Opinion and find Unterkoefer was an uninsured employer subject to the Act.

IV. The Commission has jurisdiction over U-Haul International [in Reply to Respondents' argument at pages 15-17].

Although not ruled on by the Court, eMove argued “Without evidence to establish United Stand Moving regularly employed four or more employees, Appellant cannot reach the question of whether eMove is Appellant's statutory employer.” [Brief of Respondents, page 17]. This issue is raised in the Petition for Rehearing to ensure the issue is preserved.

eMove's argument is an incorrect statement of the law. It has never been disputed that U-Haul International itself is subject to South Carolina's Workers' Compensation Act.⁵ eMove, through its parent U-Haul International, is insured for South Carolina workers' compensation. See S.C.Code Ann. § 42-5-20 (2007)(“every employer who accepts the provisions of this title relative

⁵The screenshots from eMove's computer system all bear the notation “Copyright 20012 [sic] U-Haul International, Inc.” [R. p. 187-197].

to the payment of compensation shall insure and keep insured his liability . . .”). Indeed, the Caption lists AMERCO/U-HAUL International as the employer; not eMove.

The legal question being raised by eMove is whether the employees of subcontractors other than Unterkoeﬂer count towards the jurisdictional limit. This suggestion should be rejected. The purpose of statutory employment is to protect employees of small employers who themselves are subcontractors of larger employers. An upstream employer cannot insulate itself from liability by spreading the work around to multiple tiny subcontractors – each of whom employs less than four employees. Nor should statutory employment for any particular employee depend on whether the direct employee was subject to the Act.

V. A remand is required as Ferguson is entitled to temporary compensation and medical treatment for the injuries to his right hand, right arm, right knee, and right shoulder.

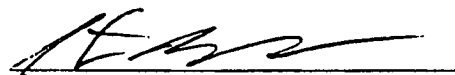
The Appellate Panel did not rule on all the injured body parts nor on the benefits to which Ferguson should be entitled. The evidence showed he injured his right hand, right arm, right knee, and right shoulder. [R. p. 53, line 14-page 55, line 19]. He is not at MMI and requires additional medical treatment, as well as a period of temporary compensation. [R. p.76-114].

No rulings were made on these issues, presumably because the claim was denied on the employment relationship issues. The Court should reverse on the employment issues and remand for a hearing to award benefits. See Pack v. State Dept. of Transp., 673 S.E.2d 461, 381 S.C. 526 (Ct. App. 2009)(remanding for additional findings on issues not addressed or incompletely addressed by Commission). It should be noted that a determination of the average weekly wage and compensation rate was held in abeyance, so the remand should also include that issue as a matter of judicial economy.

CONCLUSION

For the foregoing reasons, Appellant respectfully requests the Court grant the Petition for Rehearing and reverse the Decision and Order of the Appellate Panel. The Court should remand the case to the Commission for a hearing on the extent of injuries, medical treatment required, temporary total disability due, and average weekly wage.

Respectfully Submitted



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Columbia, South Carolina
April 13, 2015

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SOUTH CAROLINA
Workers' Compensation Commission

Appellate Case No: 2013-001896
WCC File No. 1023143

RECEIVED

MAY 04 2015

SC Court of Appeals

George Ferguson..... Claimant/Appellant.

v.

New Hampshire Insurance Company, Carrier for AMERCO/U-HAUL
International, Sean Unterkoefer d/b/a United Stand Moving,
Employer, and the S.C. Workers' Compensation
Uninsured Employers' Fund Defendants/Respondents.

**RESPONDENTS' RETURN TO
APPELLANT'S PETITION
FOR REHEARING**

TO: THE HONORABLE JUDGES OF THE SOUTH CAROLINA COURT
OF APPEALS:

Respondents eMove, Inc. and New Hampshire Insurance respond to
Appellant's Petition for Rehearing regarding the April 1, 2015, opinion of
this Court affirming the Decision and Order of the South Carolina Workers'

Compensation Commission. Ferguson v. New Hampshire Ins. Co., Op. No. 5307 (S.C. Ct. App. Filed April 1, 2015).

Respondents respectfully request the Court deny Appellant's Petition for Rehearing. Appellant's assertion the Court "overlooked or misapprehended" the evidence presented or arguments raised on appeal is erroneous. In contrariety to Appellants' position, Respondents aver, the Court correctly determined:

- Ferguson is not a statutory employee of eMove;
- Ferguson is not an employee of Sean Unterkoefler;
- Unterkoefler does not have four or more employees to be subject to the Act; and
- Ferguson is not entitled to benefits pursuant to the Act.

LAW/ANAYSIS

I. Ferguson Is Not a Statutory Employee of eMove

Moving individuals' belongings is not part of eMove's trade, business, or occupation. Thus, Ferguson is not a statutory employee of eMove. Intrad, eMove serves as a referral source, a clearing house, a marketplace and convenience for individuals looking for local moving help. The creation of a marketplace and serving as a referral source does not satisfy the

requirement of Ferguson's job constituting part of eMove's trade, business or occupation pursuant to S.C. Code Ann. § 42-1-400. See Murray v. Aaron Mizell Trucking Company, 286 S.C. 351, 334 S.E.2d 128 (Ct. App. 1985). There is no evidence in the record eMove's business has anything to do with direct moving services or that any eMove employee has performed any direct moving service for any customer.

Appellant also argues eMove's sole source of revenue is the 15% fee received when a customer uses a local moving company found on the eMove website, making this fee a necessary, essential, and integral part of eMove's business. Appellant also argues eMove would have used a different business model if it wanted to be viewed as an advertising business, arguing only an advertising business can be found to not meet the statutory employer statute. There is no evidence in the record of eMove's business model or the myriad of ways eMove derives income.

Appellant additionally maintains Unterkoefer is a subcontractor of eMove, making eMove the statutory employer of Ferguson. However, eMove does not subcontract out moving work on behalf of a customer to United Stand Moving or any other local moving company. The record before this Court evinces the same. eMove simply provides a marketplace for

interested customers to browse local moving companies that have met minimum guidelines, read reviews from other customers, and choose a local moving company to help with various tasks offered by the individual company.

II. Ferguson is Not a Direct Employee of Sean Unterkoefer d/b/a United Stand Moving

The Court correctly found Unterkoefer did not have the right to control Ferguson's work in order for Ferguson to be an employee of United Stand Moving. Ferguson only worked a few jobs with Unterkoefer/United Stand Moving. Ferguson had the right to reject the jobs offered, and Unterkoefer did not direct Ferguson's performance on the job—if he was even at the job's location.

Unterkoefler's only right to control was to offer Ferguson the job based on the location and times dictated by the customer, the same control any contractor would have over any independent contractor hired to perform any task. In addition, profit was split equally among Unterkoefer and Ferguson for work performed together, and Ferguson did not profit from Unterkoefer's work when they worked together or when Ferguson worked on his own. Unterkoefer provided no equipment to Ferguson and did not require

Ferguson to confirm his employment with United Stand Moving by wearing a uniform or presenting business cards. Finally, Unterkoefer's only right to fire was the same right any contractor would have—asking Ferguson to leave the job for poor work performance or not inviting Ferguson to subsequent job.

Appellant asserts the Supreme Court's decision in Lewis v. L.B. Dynasty, LLC, Op. No. 27509 (S.C. Sup. Ct. filed March 18, 2015), is applicable in the instant case on rehearing and demonstrates Ferguson is an employee of United Stand Moving because payment per hour rather than per job is evidence in favor of an employer-employee relationship. Appellant is in error. In the case at bar, United Stand Moving was paid by customers per hour based on the total number of hours worked for the job. Payment to Ferguson was made by the job based on Ferguson's portion of the work performed at the job. While payment for each job was determined by the customer based on the total number of hours the job took to complete, Ferguson was always paid his actual share of the total job profit.

Appellant also attempts to employ Lewis as evidence Unterkoefer provided equipment for Ferguson because the customer's rented truck came from the alleged upstream employer, U-Haul. Despite Appellant's assertions,

U-Haul has nothing to do with the analysis. Moreover, Unterkoefler, eMove, and U-Haul had no control over the method of transportation chosen by the customer for the moving of items. Unterkoefler admitted in his testimony he was hired by customers from the eMove website to move the belongings in vehicles not owed by U-Haul. Further, a customer of U-Haul was not required to use the eMove website or any local moving company's help with the rental of a truck, including United Stand Moving. Finally, the dollies, pads and other assistive devices provided by the customer to Ferguson varied by job and what each individual customer provided to Ferguson. Thus, Ferguson was not an employee of United Stand Moving to be entitled to benefits under the Act.

III. Sean Unterkoefler d/b/a United Stand Moving Is Not Subject to the Workers' Compensation Act Because It Does Not Regularly Employ Four or More Employees

This Court correctly found Unterkoefler did not regularly employ four or more employees to be subject to the Act. Unterkoefler testified that at any given time, the most people performing jobs were himself and three others. In July and August 2010, Unterkoefler only needed himself and three others to perform the work accepted by United Stand Moving a total of four out of fifty-four times. Of the thirty-two jobs completed in August 2010, United

Stand Moving's schedule shows only three times where a conflict required two jobs to be performed at the same time: the afternoon of August 5 and the mornings of August 21 and 30. Thus, there were only three occasions in August 2010 where Unterkoefler needed himself and three others to perform the moving jobs accepted by United Stand Moving. There is no evidence Unterkoefler ever needed four or more employees in August 2010.

Similarly, of the twenty-two jobs completed in July 2010, United Stand Moving's schedule showed only one time where two jobs were completed at the same time—the morning of July 22. Thus, in July 2010, Unterkoefler needed himself and three others to perform the moving jobs accepted by United Stand Moving only one time, and there is no evidence Unterkoefler ever needed four or more employees in July 2010. Accordingly, this Court correctly determined Unterkoefler did not regularly employ four or more employees to be subject to the Act.

IV. No Remand is Required to Determine Ferguson's Benefits Since He Is Not Entitled to Benefits Under the Act.

Since this Court correctly determined Ferguson was not an employee of Unterkoefler or a statutory employee of eMove, Ferguson is not entitled to

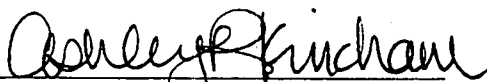
benefits under the Act. There is no need for a remand to determine Ferguson's entitlement to disability or medical benefits.

CONCLUSION

For the foregoing reasons, Respondents respectfully request the Court deny the Appellant's Petition for Rehearing and affirm the Decision and Order of the Appellate Panel.

Respectfully submitted

COLLINS & LACY, P.C.

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**ATTORNEYS FOR RESPONDENTS,
AMERCO/U-HAUL INTERNATIONAL
AND NEW HAMPSHIRE INSURANCE
COMPANY**

Columbia, South Carolina

May 4, 2015

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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APPEAL FROM SOUTH CAROLINA
Workers' Compensation Commission

Appellate Case No. 2013-001896
WCC File No. 1023143

Opinion No. 5307 (S.C. Ct. App. filed April 1, 2015)

George Ferguson, Claimant, ... Appellant,

v.

New Hampshire Insurance Company, Carrier for AMERCO/U-HAUL International,
and Sean P. Unterkoefer d/b/a United Stand Moving, Employer, and S.C. Workers'
Compensation Uninsured Employers Fund, Defendants, ... Respondents.

**REPLY TO RESPONDENTS' RETURN
TO APPELLANT'S PETITION FOR REHEARING**

ARGUMENT

I. George Ferguson is the statutory employee of eMove [in Reply to Respondents' argument at pages 2-4].

Respondents contend "[m]oving individuals' belongings is not part of eMove's trade, business or occupation." [Return, page 2]. Instead, they contend "eMove serves as a referral source, a clearing house, a marketplace and convenience for individuals looking for local moving help."

[Return, page 2]. This argument was accepted by the Court and is the basis for the holding. Nonetheless, the evidence demonstrates the fallacy in Respondents' argument.

U-Haul's eMove division is plainly in the business of moving. The single service eMove provides to its customers is labor for unloading and loading moving trucks, and driving those trucks. The contract between eMove and its subcontractors defines the business relationship as providing "services, such as *moving services* and others, to the consuming public." [R. P. 231; paragraph 1]. eMove may wish to characterize its business as something else, but the evidence on this point is undisputed. eMove cannot gainsay the definitions it wrote into the contract it required its subcontractors to sign. See, e.g., Simpson v. Msa of Myrtle Beach, Inc., 373 S.C. 14, 26-27, 644 S.E.2d 663, 669 (2007)("[U]nder general principles of state contract law, an adhesion contract is a standard form contract offered on a 'take-it-or-leave-it' basis with terms that are not negotiable."); see also Lackey v. Green Tree Fin. Corp., 330 S.C. 388, 394, 498 S.E.2d 898, 901 (Ct.App.1998)(observing adhesion contracts are agreements in which one party has virtually no voice in the formulation of the contract terms and language).

eMove then makes the curious argument that eMove's 15% markup of the moving services is not a necessary, essential and integral part of its business because "[t]here is no evidence in the record of eMove's business model or the myriad of ways eMove derives income." [Return, page 2]. This is precisely the problem with eMove's argument. The *only* evidence in the record is that eMove's sole source of revenue is the "15% cut from the total amount paid by the Customer for the Services." [R. P. 232; paragraph 9]. See Glass v. Dow Chemical Co., 325 S.C. 198, 482 S.E.2d 49 (1997)(owners are statutory employers for injuries related to activities that: (1) are an important part of the trade or business of the employer [or] (2) are a necessary, essential, and integral part of the

business of the employer); Counsel can suggest there are a “myriad of ways eMove derives income,” but this is unavailing. Argument of counsel is not evidence. In failing to produce evidence of other sources of income, eMove has failed to rebut the proof that the revenue from the 15% cut is an essential part of their business. See Voss v. Ramco, Inc., 325 S.C. 560, 566, 482 S.E.2d 582, 585 (Ct.App.1997)(finding a manufacturer of small equipment was the statutory employer of field salespeople because selling the equipment was an essential part of the manufacturer's business without which it could not remain in business).

The only case cited by U-Haul/eMove is Murray v. Aaron Mizell Trucking Co., 286 S.C. 351, 334 S.E.2d 128 (Ct. App. 1985). Murray was also cited by this Court and the Commission. Murray is inapposite to the instant case. As the Court explained:

In Murray, this court held a trucker, who was injured while hauling lumber from a work site of a contract logger to a lumber manufacturer's plant, was the statutory employee of the contract logger rather than the lumber manufacturer because of the implied contract between the contract hauler and the contract logger whereby the contract hauler would transport lumber for the contract logger when needed. Ferguson v. New Hampshire Ins. Co., Op. No. 5307 (S.C.Ct.App. filed April 1, 2015)(Shearouse Adv.Sh. No. 13 at 31, 36).

The issue in Murray was a dispute between two potential statutory employers: “whether Murray is the statutory employee of appellant Roy Davis or of respondent Dean-Dempsey Lumber Company for purposes of workers’ compensation.” Murray at 353, 334 S.E.2d at 129. There was no disagreement that Murray was the statutory employee of one of the upstream contractors – only over which one he was working for at the time of his accident.

To make sense of the Murray case, one has to follow the interlocking relationship between the parties. Murray was a truck driver employed by Mizell. Mizell was a subcontractor to Dempsey

– under a contract to deliver timber to Dempsey’s lumber plant. Mizell also had a contract with Davis to cut and haul timber from a certain tract of land to Dempsey’s plant – thus Davis was also Dempsey’s subcontractor.

On the date of Murray’s accident, he “drove Mizell’s truck to Davis’s work site; Davis loaded the truck with timber and Murray proceeded to deliver the timber to Dempsey’s plant. Once at the plant, a log fell from the truck and injured Murray.” Id. at 353-354, 334 S.E.2d at 129. As Murray’s direct employer, Mizell, had no workers’ compensation coverage, Murray filed a claim against Dempsey as his statutory employer. Dempsey denied that Murray was their employer; contending that Davis was the employer.

This Court stated the issue “is whether there was an actual or implied contract between Davis and Mizell that Mizell would haul for Davis. If so, the statute would make Murray the statutory employee of Davis.” Id. at 353-355, 334 S.E.2d at 130. The Court held there was such a contract and ruled Murray was the statutory employee of Davis.

Respondents cite this case for the proposition that because Davis was the statutory employer rather than Dempsey, that eMove is somehow not Ferguson’s statutory employer. This argument misunderstands the analysis in Murray. Dempsey was not liable because there was an intermediate subcontractor (Davis) who was responsible for the claim. The chain went up from Murray (employee) to Mizell (sub-subcontractor) to Davis (subcontractor) to Dempsey (owner). Mizell employed less than 4 persons; thus he was an employer not subject to the Act. See S.C. Code Ann. § 42-1-360 (2) (2007). The claim then moved to the next higher tier subcontractor (Davis). Davis was insured and subject to the Act, thus, responsibility for the injury fell to Davis as the statutory employer of Murray.

Once Davis was found responsible, the analysis stopped. Dempsey did not escape liability because it would not have been found to be an upstream statutory employer – Dempsey was not liable because the statutory employer analysis stopped at the lowest tier employer subject to the Act.¹

Murray is no different than Voss and the other statutory employer cases. The fundamental rule remains that owners are statutory employers for injuries related to activities that: “(1) are an important part of the trade or business of the employer [or] (2) are a necessary, essential, and integral part of the business of the employer.” See Glass v. Dow Chemical Co., 325 S.C. 198, 482 S.E.2d 49 (1997). U-Haul’s eMove subsidiary contracted with “Customers” to provide them “moving services” consisting of loading, unloading and driving moving trucks owned by U-Haul. U-Haul delivered these moving services through subcontractors for which it received a 15% markup (“cut”). Payment was made directly from the customer to eMove – who then paid the subcontractor upon completion of the moving job.

Appellant respectfully requests the Court reconsider its decision and find Ferguson is the statutory employee of U-Haul/Amerco.

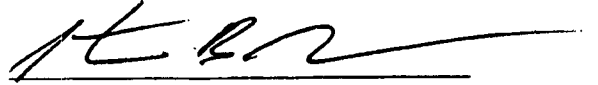
CONCLUSION

For the foregoing reasons and the reasons previously raised in this appeal, Appellant respectfully requests the Court grant the Petition for Rehearing and reverse the Decision and Order of the Appellate Panel. The Court should remand the case to the Commission for a hearing on the

¹Strictly speaking, all employers in the chain who are subject to the Act are fully liable for the claim. However, the Act allows the principal contractor to recover indemnity from an intermediate contractor. S.C. Code Ann. § 42-1-440 (2007). In Murray, Dempsey would have been able to recover indemnity from Davis. Moreover, Dempsey actually paid for Davis’ workers’ compensation insurance. Murray v. Aaron Mizell Trucking Co., 286 S.C. 351, 356, 334 S.E.2d 128, 131 (Ct. App. 1985).

extent of injuries, medical treatment required, temporary total disability due, and average weekly wage.

Respectfully Submitted



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Columbia, South Carolina
May 6, 2015

The South Carolina Court of Appeals

George Ferguson, Claimant, Appellant,

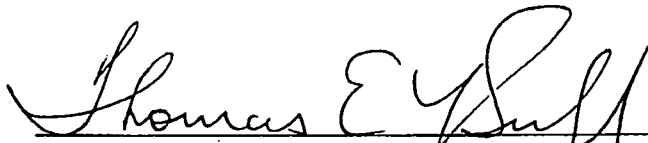
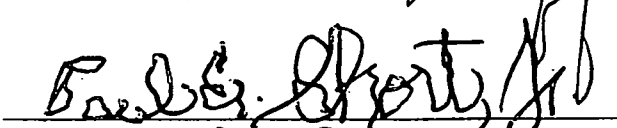
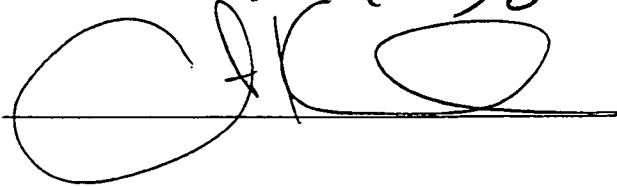
v.

New Hampshire Insurance Company, Carrier for
Amerco/U-Haul International, and Sean P. Unterkoefer
d/b/a United Stand Moving, Employer, and S.C.
Workers' Compensation Uninsured Employers Fund,
Respondents.

Appellate Case No. 2013-001896

ORDER

After careful consideration of the petition for rehearing, the Court is unable to discover that any material fact or principle of law has been either overlooked or disregarded, and hence, there is no basis for granting a rehearing. Accordingly, the petition for rehearing is denied.


_____. J.

_____. J.

_____. J.

Columbia, South Carolina

FILED

May 21, 2015

cc:

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Christian Stegmaier, Esquire

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Amy Bracy

Sean P. Unterkoefer

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SOUTH CAROLINA
Workers' Compensation Commission

WCC File No. 1023143

George Ferguson, Employee/Claimant, ... Appellant,

v.

Sean P. Unterkoefer d/b/a United Stand Moving, Employer,

and

AMERCO/U-HAUL International, Employer,

and

New Hampshire Insurance Company, Carrier for AMERCO/U-HAUL International,

and

S.C. Workers' Compensation Uninsured Employers' Fund Respondents.

RECORD ON APPEAL

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2. Medical records of Robert S. Leak, M.D., Carolina Bone & Joint Surgery Center (August 27, 2010)	91

3.	Medical records of Matthew Welsch, M.D., Pee Dee Orthopaedic Associates (March 26, 2012)	112
4.	Medical records of Robert S. Leak, M.D., Strand Orthopaedic Consultants (July 5, 2012)	114
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DECISION AND ORDER
BEFORE THE
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

WCC FILE NO.: 1023143

George Ferguson, EMPLOYEE/CLAIMANT,

vs.

Sean P. Unterkoefer d/b/a United Stand Moving, EMPLOYER,

AND

AMERCO/U-HAUL International, EMPLOYER,

AND

**New Hampshire Insurance Company, CARRIER FOR AMERCO/U-HAUL
INTERNATIONAL,**

AND

S.C. Workers' Compensation Uninsured Employers Fund, DEFENDANTS

DATE OF HEARING: Heard July 12, 2012, in Columbia, South Carolina.

APPEARANCES: Claimant George Ferguson was represented by Stephen B. Samuels, Esquire of Samuels Law Firm, LLC. Defendants AMERCO/U-HAUL International and New Hampshire Insurance Company were represented by Kristian M. Cross, Esquire, and Stanford E. Lacy, Esquire, of Collins & Lacy, P.C., and Defendant SCUEF was represented by Ajerenal Danley of The Danley Law Firm.

PURPOSE OF HEARING: To determine the issues as set forth in the Forms 50 and 51.

COMMISSIONER: The Honorable Andrea C. Roche, Commissioner

FILED: November 19, 2012

STATEMENT OF THE CASE

This is a denied claim. Claimant George Ferguson filed a Form 50 on April 5, 2012, naming United Stand Moving and eMove, Inc. Ferguson's employers and New Hampshire Insurance Company and the South Carolina Uninsured Employers' Fund ("SCUEF") as insurance carriers. The Form 50 alleges Ferguson sustained injuries to his right shoulder, right hand, right arm and right knee on August 21, 2010, while employed by Sean Unterkoefer d/b/a United Stand Moving. United Stand Moving does not have workers' compensation insurance.

AMERCO/U-Haul International d/b/a eMove, Inc. (hereinafter referred to as "eMove") and the SCUEF timely filed Form 51s denying liability. Sean Unterkoefer did not respond to the Form 50.

POSITION OF THE PARTIES

Claimant argues he sustained an injury by accident to his right arm, right hand, and right shoulder, arising out of the course and scope of his employment with Sean Unterkoefer d/b/a United Stand Moving on August 21, 2010. Claimant contends Sean Unterkoefer d/b/a United Stand Moving is subject to the Act, regularly employing four or more employees. In the alternative, Claimant contends Mr. Unterkoefer was a subcontractor of eMove, and therefore, a statutory employer of the Claimant. Claimant alleges he is entitled to temporary total disability benefits from August 21, 2010, through February 1, 2011, and temporary partial disability benefits from February 1, 2011, to the present and continuing until he reaches maximum medical improvement. Claimant further contends he is not at maximum medical improvement, that he is in need of additional medical treatment to include additional medical treatment to his shoulder and hand.

Mr. Unterkoefer did not appear for the hearing on behalf of Sean Unterkoefer d/b/a United Stand Moving.

eMove contends Sean Unterkoefer d/b/a United Stand Moving was not a subcontractor for eMove. eMove further contends it is not in the business of moving as eMove merely provides a service or marketplace in which U-Haul truck renters and movers can meet to assist with moving help. As such, eMove contends it is not George Ferguson's statutory employer.

The SCUEF's position is Claimant was not an employee of Sean Unterkoefer d/b/a United Stand Moving. The SCUEF contends Claimant was a casual employee. In the alternative, the SCUEF contends Claimant was a subcontractor and Mr. Unterkoefer received jobs from eMove and subcontracted the jobs to the Claimant. The SCUEF also contends Sean Unterkoefer did not regularly employ four or more persons in employment and was not, therefore, subject to the Act.

On July 12, 2012, the undersigned received APA Submissions, held a pre-hearing conference with counsel for the parties, and heard testimony regarding issues set forth above.

STIPULATIONS

Counsel for all parties stipulated at the hearing to the following:

1. The purpose of the hearing is to determine the issues set forth in the hearing notice and issues plead in the Forms 50 and 51.

2. Notice of the hearing was timely and properly served upon all parties of interest.

3. This claim arose out of an alleged accident that occurred in North Carolina. However, all parties consent to venue in Richland County, and therefore, venue is properly set in Richland County.

4. The issue of average weekly wage and compensation rate are held in abeyance by consent of the parties.

5. Without objection, the Commission's file is made a part of the record, excluding any unstipulated medical reports and/or self-serving statements.

APA SUBMISSIONS OF THE PARTIES

Pursuant to provisions of the South Carolina Workers' Compensation Act and the South Carolina Code, the following medical reports were submitted as direct evidence.

CLAIMANT'S APA SUBMISSIONS AND EXHIBITS

APA	NAME OF PROVIDER	DATE	PAGES
1)	New Hanover Regional Medical Center	8/21/2010	1-15
2)	Robert S. Leak, M.D. Carolina Bone & Joint Surgery Center	8/27/2010	16-36
3)	Matthew Welsch, M.D. Pee Dee Orthopaedic Associates	3/26/2012	27-38
4)	Robert Leak, M.D. Strand Orthopaedic Consultants	7/5/2012	39

Claimant introduced the following exhibits into evidence without objection from either party.

EXHIBIT	NAME OF EXHIBIT	DATE	PAGES
5)	W-2 OS Restaurant Services	2011	40
6)	SCDEW Wage Records	2005-2011	41-43

DEFENDANT eMOVE'S APA SUBMISSIONS AND EXHIBITS

Defendant eMove did not submit medical records as direct evidence. eMove introduced the deposition of Sean Unterkoefer without objection from either party.

EXHIBIT	NAME OF EXHIBIT	DATE	PAGES
A)	Deposition of Sean Unterkoefer	03/16/2012	1-118

DEFENDANT SCUEF'S APA SUBMISSIONS AND EXHIBITS

Defendant SCUEF did not submit medical reports as direct evidence or introduce exhibits into evidence.

EVIDENCE OF THE CASE

TESTIMONIAL EVIDENCE

George Ferguson – Ferguson is a divorced, 48 year old male with four children. (Hr'g Tr. p. 10, ll. 6-9). He has an associate's degree in nursing and was licensed as a registered nurse. (Hr'g Tr. p. 10, ll.10-12). In August 2010, Ferguson worked full-time as a waiter for Outback Steakhouse. (Hr'g Tr. p. 10, l. 22 – p. 11, l. 3) He worked part-time for Sean Unterkoefer loading and unloading U-Haul trucks. (Hr'g Tr. p. 11, ll. 6-10). Ferguson learned of Sean Unterkoefer d/b/a United Stand Moving through a friend, David Coates. (Hr'g Tr. p. 11, ll. 11-15).

Unterkoefer paid Ferguson, had the right to fire him if he committed misconduct, and told him where to go and what to do. (Hr'g Tr. p. 11, l. 20 – p. 12, l. 3). The equipment used for each moving job was provided with the U-Haul truck. (Hr'g Tr. p. 12, ll. 4-6). Ferguson was paid by the job and split his earnings with the number of men in the moving crew on that particular day. (Hr'g Tr. p. 7-24). Ferguson has worked with at least three other individuals on moving jobs other than Unterkoefer. (Hr'g Tr. p. 13, ll. 10-25). Ferguson does not know

whether the other individuals were employees, independent contractors, or held some other status with Sean Unterkoefer d/b/a United Stand Moving. (Hr'g Tr. p. 14, ll. 2-4; p. 28, ll. 22-25; p. 29, ll. 13-16).

Ferguson performed approximately ten to fifteen moving jobs between April/May 2010 and August 2010. (Hr'g Tr. p. 14, ll. 14-25). Ferguson was allowed to turn down moving jobs. (Hr'g Tr. p. 15, ll. 21-23).

On cross-examination, Ferguson agreed he would defer to Sean Unterkoefer's testimony on the definition of Sean Unterkoefer d/b/a United Stand Moving's relationship with eMove. (Hr'g Tr. p. 32, ll. 12-23). He agreed he would defer to Unterkoefer's testimony on whether Sean Unterkoefer d/b/a United Stand Moving had any employees. (Hr'g Tr. p. 32, l. 24 – p. 33, l. 2). He also agreed he would defer to Unterkoefer's testimony on the operation of his business, i.e., how he was paid, how much he was paid, and contact with customers. (Hr'g Tr. p. 30, ll. 15-24; p. 33, ll. 3-11).

Ferguson was injured on August 21, 2010, while performing a job in Carolina Beach, North Carolina. (Hr'g Tr. p. 18, l. 10 – p. 19, l. 6). He injured his right hand and recently discovered injuries to his right shoulder and scapula. (Hr'g Tr. p. 19, ll. 8-19). He did not allege injury to his right shoulder or mention such injury to a physician until after his deposition in March 2012. (Hr'g Tr. p. 31, l. 14 – p. 32, l. 1). He has limited range of motion on his right side from his wrist to shoulder. (Hr'g Tr. p. 19, ll. 15-24). His right little finger is deformed and bent. (Hr'g Tr. p. 20, ll. 7-11).

Ferguson was unable to work for approximately sixteen weeks following his surgery. (Hr'g Tr. p. 23, l. 19 – p. 24, l. 2). He returned to working at Outback Steakhouse in January or February 2011. (Hr'g Tr. p. 23, l. 19 – p. 24, l. 13). He was involved in an unrelated accident

resulting in injury to his right wrist and forearm in October 2011. (Hr'g Tr. p. 24, ll. 14-24). He was written out of work; however, he subsequently returned and is currently working at Outback Steakhouse. (Hr'g Tr. p. 25, ll. 2-10).

Sean Unterkoefer – Sean Unterkoefer testified via deposition transcript. Unterkoefer was deposed on March 16, 2012. Unterkoefer is 26 years old and resides in Lisbon Falls, Maine. Unterkoefer is the owner of United Stand Moving. (eMove's Exhibit A at p. 3, Depo. Tr. p. 8, ll. 20-24). Unterkoefer did not register his business with the South Carolina Secretary of State or file taxes for his business. (eMove's Exhibit A at p. 3, Depo. Tr. p. 9, ll. 4-11).

eMove operates a website known as movinghelp.com in which individuals renting U-Haul trucks (or other "do it yourself" trucks) can search for and hire local moving companies to assist with loading and unloading their belongings. (eMove's Exhibit A at p. 4-6, Depo. Tr. p.11, l.18 – p.12, l. 8; p. 19, ll.2-11; p. 18, ll. 18-23). Unterkoefer started United Stand Moving by visiting movinghelp.com and signing up for an account. (eMove's Exhibit A at p. 8, Depo. Tr. p. 28, l. 5 – p.29, l. 18). Before his account sign-up was complete, he had to check a box to agree to the terms and conditions contained in the "eMove Moving Help - Moving Helper Agreement". (eMove's Exhibit A at p. 9, Depo. Tr. p. 31, l. 14 – p. 32, l. 1; Defendants' Exhibit A at p. 97-106).

Sean Unterkoefer d/b/a United Stand Moving's services included loading and unloading, packing and unpacking, cleaning help, and driving help. (eMove's Exhibit A at pp. 5-6, Depo. Tr. p. 17, l. 5 – p. 18, l. 17). Sean Unterkoefer d/b/a United Stand Moving provided a labor service to its customers, and therefore, Unterkoefer did not have his own moving truck or equipment. (eMove's Exhibit A at p. 5, Depo. Tr. p. 14, ll. 11-16). He used the rental moving trucks, blankets, dollies, etc. supplied by his customers. (Id.) He set his own availability for

days and times he could perform moving services. (eMove's Exhibit A at p. 6, Depo. Tr. p. 20, ll. 5-7). He set his own rates and coverage area. (eMove's Exhibit A at p. 6, Depo. Tr. p. 20, ll. 8-10, 21-25) He used eMove for advertising. (eMove's Exhibit A at p. 4, Depo. Tr. p. 10, l. 3 – p. 11, l. 14). eMove received a 15% marketplace fee for each job completed by Sean Unterkoefer d/b/a United Stand Moving in exchange for Unterkoefer's business being listed on its website. (eMove's Exhibit A at p. 4, Depo. Tr. p. 11, ll. 11-14)

Unterkoefer was not employed by eMove, or its parent company AMERCO/U-Haul International. (eMove's Exhibit A at p. 6, Depo. Tr. p. 19, ll. 2-13). Unterkoefer was paid by the customer through direct deposit. (eMove's Exhibit A at p. 4, Depo. Tr. p. 12, l. 17 – p. 13, l. 4). Customers created accounts on movinghelp.com in which they were able to select Unterkoefer's moving company, the nature of the services needed, and the moving date and time. (eMove's Exhibit A at p. 4, Depo. Tr. p. 11, l. 18 – p. 12, l. 13). Upon booking an appointment, the customer submitted their credit card or other payment information and received a payment code. (eMove's Exhibit A at p. 4, Depo. Tr. p. 12, l. 17 – p. 13, l. 4).

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Sean Unterkoefler d/b/a United Stand Moving did not have employees. (eMove’s Exhibit A at p. 5, Depo Tr. p. 15, ll. 8-17). Unterkoefler operated Sean Unterkoefler d/b/a United Stand Moving himself and found “friends here and there” to help him perform jobs. (Id). When Unterkoefler could not complete a job on his own due to the size of the job or multiple jobs scheduled at the same time, he asked for help or gave the job to someone else like Ferguson. (eMove’s Exhibit A at pp. 10-11, Depo. Tr. p. 36, l. 19 – p. 39, l. 17). Unterkoefler did not take any money from a job unless he participated in the job. (Id). If Unterkoefler participated in the job, he split the proceeds equally with whoever he worked with. (Id). Ferguson was paid per job. (Id). Unterkoefler paid Ferguson the full amount of any job Ferguson performed unless Unterkoefler worked the job with him, in which case they would split the proceeds equally. (Id).

Unterkoefler was notified of Ferguson’s injury by Kenneth Hill. (eMove’s Exhibit A at p. 11, Depo. Tr. p. 39, ll. 20-25). Sean Unterkoefler d/b/a United Stand Moving did not purchase workers’ compensation insurance because he did not believe he was required to get it since he had less than three employees. (eMove’s Exhibit A at p. 12, Depo. Tr. p. 42, ll. 5-15).

MEDICAL EVIDENCE

Ferguson was admitted to New Hanover Regional Medical Center on August 21, 2010, with a right hand injury. (APA 1 at p. 2). The emergency department records indicate Ferguson fell down stairs while moving a washer/dryer unit resulting in a crush injury to the right hand. (APA 1 at p. 12). Several lacerations to the right hand were noted. (APA 1 at p. 2). X-rays

revealed fractures of the distal portion of the fifth metacarpal and the proximal portion of the proximal phalanx of the fifth digit. (APA 1 at p. 7). No other injuries were noted.

Dr. Robert S. Leak of Carolina Bone and Joint Surgery Center performed closed reduction and percutaneous pinning of the right small finger proximal phalanx fracture and metacarpal neck fracture on August 27, 2010. (APA 2 at pp. 16-17).

Dr. Matthew D. Welsch of Pee Dee Orthopaedics performed an independent medical examination on March 26, 2012. Dr. Welsch noted the surgical pins placed in Ferguson's hand were removed four to six weeks following his surgery. (APA 3 at p. 37). X-rays revealed well-healed fractures and normal MP and IP joints. (APA 3 at p. 38). Dr. Welsch diagnosed Ferguson with posttraumatic right small finger MP contracture and extensor tendon scarring with a slight rotational deformity. (Id).

The only medical record referencing injury to the right shoulder is nearly two years post accident. (APA 4 at p. 39). Ferguson returned to Dr. Leak for evaluation on July 5, 2012, with complaints of right upper extremity pain. (Id). Dr. Leak noted decreased range of motion in the right shoulder with inability to abduct overhead. (Id). Dr. Leak diagnosed Ferguson with right shoulder adhesive capsulitis with possible rotator cuff pathology, right wrist synovitis, and right small finger clinical rotational abnormality. (Id.)

FINDINGS OF FACT

Based upon the evidence submitted and the arguments presented the undersigned Commissioner finds the following facts based upon the preponderance of the evidence:

1. The South Carolina Workers' Compensation Commission has exclusive jurisdiction over this matter and pursuant to S.C. Code Ann. § 42-1-540.

2. Average weekly wage and compensation rate are held in abeyance as stipulated by the parties.
3. Ferguson suffered a crush injury to the right hand, resulting in fractures of the distal portion of the fifth metacarpal and the proximal portion of the proximal phalanx of the fifth digit, on August 21, 2010, while moving furniture.
4. Ferguson is not the statutory employee of eMove.
5. Claimant failed to carry his burden of proving he was an employee of Sean Unterkoefer d/b/a United Stand Moving.
6. Claimant failed to carry his burden of proving Sean Unterkoefer d/b/a United Stand Moving regularly employed four or more employees.
7. Claimant failed to carry his burden of proving Sean Unterkoefer d/b/a United Stand Moving was subject to the Act.
8. Claimant failed to carry his burden of proving eMove was a statutory employer of the claimant.
9. The actual moving was not a part of eMove's trade, business, or occupation.
10. eMove's business was to match U-Haul renters with moving help. There was no evidence that eMove contracted with anyone to move or engaged in any moving itself.
11. SCUEF is dismissed with prejudice as Unterkoefer is not an uninsured employer subject to the Act.
12. eMove is dismissed with prejudice as Ferguson failed to prove he is a statutory employee.

13. Because the resolution of the above issues are dispositive of the claimant's claim, it is not necessary to address the remaining issues raised by the parties. See Futch v. McAllister Towing of Georgetown, Inc., 335 S.C. 598, 613, 518 S.E.2d 591, 598 (1999).

CONCLUSIONS OF LAW

Based upon the evidence submitted and the arguments presented the undersigned Commissioner makes the following conclusions of law based upon the preponderance of the evidence:

1. The South Carolina Workers' Compensation Commission has exclusive jurisdiction over this matter pursuant to S.C. Code Ann. § 42-1-540.

2. In workers' compensation cases, the burden is on the claimant to prove all elements of his claim to entitle him to compensation. Herndon v. Morgan Mills, Inc., 246 S.C. 201, 143 S.E.2d 376 (1965).

3. Ferguson suffered a crush injury to the right hand, resulting in fractures of the distal portion of the fifth metacarpal and the proximal portion of the proximal phalanx of the fifth digit, on August 21, 2010, while moving furniture. However, Ferguson failed to carry his burden of proving he is entitled to benefits under the Act. S.C. Code Ann. §§ 42-1-130, -140, -150, -160, -360, -400, *et seq.*; McLeod v. Piggly Wiggly Carolina Company, 280 S.C. 466, 313 S.E.2d 38 (Ct. App. 1984) (an award under our Workers' Compensation Act will not be made unless an employment relationship existed at the time of the alleged injury for which the claim is made).

4. Ferguson is not the statutory employee of eMove. S.C. Code Ann. § 42-1-400, *et seq.*

5. Claimant failed to carry his burden of proving he was an employee of Sean Unterkoefer d/b/a United Stand Moving. S.C. Code Ann. §§ 42-1-130, -140, -150.

6. Claimant failed to carry his burden of proving Sean Unterkoefer d/b/a United Stand Moving regularly employed four or more employees. S.C. Code Ann. §§ 42-1-130, -140, -150, -360; Marlow v. E.L. Jones & Son, Inc., 248 S.C. 568, 151 S.E.2d 747 (1966).

7. Claimant failed to carry his burden of proving Sean Unterkoefer d/b/a United Stand Moving was subject to the Act. S.C. Code Ann. §§ 42-1-130, -140, -150, -360.

8. Claimant failed to carry his burden of proving eMove was a statutory employer of the claimant. S.C. Code Ann. § 42-1-400, *et seq.*; Marlow v. E.L. Jones & Son, Inc., 248 S.C. 568, 151 S.E.2d 747 (1966).

9. eMove's business was to match U-Haul renters with moving help. There was no evidence that eMove contracted with anyone to move or engaged in any moving itself. The actual moving was not a part of eMove's trade, business, or occupation. See Murray v. Aaron Mizell Trucking Company, 286 S.C. 351, 334 S.E.2d 128 (Ct. App. 1985).

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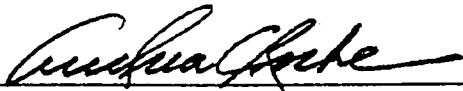
12. Because the resolution of the above issues are dispositive of the claimant's claim, it is not necessary to address the remaining issues raised by the parties. See Futch v. McAllister Towing of Georgetown, Inc., 335 S.C. 598, 613, 518 S.E.2d 591, 598 (1999).

ORDER

IT IS NOW THEREFORE ORDERED Claimant George Ferguson is not entitled to benefits under the South Carolina Workers' Compensation Act.

IT IS FURTHER ORDERED that AMERCO/U-Haul International, New Hampshire Insurance Company, and the South Carolina Uninsured Employers' Fund are dismissed from this claim with prejudice.

AND IT IS SO ORDERED!


Commissioner Andrea C. Roche

CERTIFICATE OF SERVICE

This is to certify the undersigned has this date served this order in the above entitled action upon all parties to this cause by sending an electronic copy hereof by electronic mail addressed to the attorney or attorneys for said parties or by depositing a copy hereof, postage paid, in the United States certified mail addressed to any unrepresented party.

November 19, 2012

By: Barbara Cheeseboro, Administrative Assistant to Commissioner Roche

DECISION AND ORDER
BEFORE THE FULL COMMISSION APPELLATE PANEL
of the
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION

WCC FILE NO.: 1023143

George Ferguson, CLAIMANT/APPELLANT,

vs.

AMERCO/U-HAUL International, EMPLOYER/RESPONDENT,

&

**New Hampshire Insurance Company, CARRIER FOR AMERCO/U-HAUL
INTERNATIONAL/RESPONDENT,**

AND

Sean P. Unterkoefer d/b/a United Stand Moving, EMPLOYER/RESPONDENT,

&

**S.C. Workers' Compensation Uninsured Employers Fund, DEFENDANTS/
RESPONDENT.**

DATE OF HEARING: Heard May 20, 2013, in Columbia, South Carolina.

APPEARANCES: Claimant George Ferguson was represented by Stephen B. Samuels, Esquire of Samuels Law Firm, LLC. Defendants AMERCO/U-HAUL International and New Hampshire Insurance Company were represented by Kristian M. Cross, Esquire.

**PURPOSE OF
HEARING:** Appeal from the Single Commissioner.

COMMISSIONERS: Avery B. Wilkerson, Jr., Chairperson
Melody L. James
Gene McCaskill

FILED:

8-7-13

STATEMENT OF THE CASE

This is a denied claim. Claimant George Ferguson filed a Form 50 on April 5, 2012, naming United Stand Moving and eMove, Inc. Ferguson's employers and New Hampshire Insurance Company and the South Carolina Uninsured Employers' Fund ("SCUEF") as insurance carriers. The Form 50 alleges Ferguson sustained injuries to his right shoulder, right hand, right arm and right knee on August 21, 2010, while employed by Sean Unterkoefer d/b/a United Stand Moving. United Stand Moving does not have workers' compensation insurance.

AMERCO/U-Haul International d/b/a eMove, Inc. (hereinafter referred to as "eMove") and the SCUEF timely filed Form 51s denying liability. Sean Unterkoefer did not respond to the Form 50.

A hearing was held on July 12, 2012 before Commissioner Andrea C. Roche. Commissioner Roche ultimately determined based on a review of the evidence and relevant law that the claim was not compensable. From that Decision & Order, Claimant appealed to the Full Commission Appellate Panel.

POSITION OF THE PARTIES

Claimant argues he sustained an injury by accident to his right arm, right hand, and right shoulder, arising out of the course and scope of his employment with Sean Unterkoefer d/b/a United Stand Moving on August 21, 2010. Claimant contends Sean Unterkoefer d/b/a United Stand Moving is subject to the Act, regularly employing four or more employees. In the alternative, Claimant contends Mr. Unterkoefer was a subcontractor of eMove, and therefore, a statutory employer of the Claimant. Claimant alleges he is entitled to temporary total disability benefits from August 21, 2010, through February 1, 2011, and temporary partial disability benefits from February 1, 2011, to the present and continuing until he reaches maximum medical

improvement. Claimant further contends he is not at maximum medical improvement, that he is in need of additional medical treatment to include additional medical treatment to his shoulder and hand.

Mr. Unterkoefler did not appear for the single Commissioner hearing on behalf of Sean Unterkoefler d/b/a United Stand Moving.

eMove contends Sean Unterkoefler d/b/a United Stand Moving was not a subcontractor for eMove. eMove further contends it is not in the business of moving as eMove merely provides a service or marketplace in which U-Haul truck renters and movers can meet to assist with moving help. As such, eMove contends it is not George Ferguson's statutory employer.

The SCUEF's position is Claimant was not an employee of Sean Unterkoefler d/b/a United Stand Moving. The SCUEF contends Claimant was a casual employee. In the alternative, the SCUEF contends Claimant was a subcontractor and Mr. Unterkoefler received jobs from eMove and subcontracted the jobs to the Claimant. The SCUEF also contends Sean Unterkoefler did not regularly employ four or more persons in employment and was not, therefore, subject to the Act.

STIPULATIONS

At the hearing before Commissioner Roche on July 12, 2012, Counsel for all parties stipulated to the following facts, which are incorporated into the Full Commission Decision & Order:

1. The purpose of the hearing is to determine the issues set forth in the hearing notice and issues plead in the Forms 50 and 51.
2. Notice of the hearing was timely and properly served upon all parties of interest.

3. This claim arose out of an alleged accident that occurred in North Carolina. However, all parties consent to venue in Richland County, and therefore, venue is properly set in Richland County.

4. The issue of average weekly wage and compensation rate are held in abeyance by consent of the parties.

5. Without objection, the Commission's file is made a part of the record, excluding any unstipulated medical reports and/or self-serving statements.

APA SUBMISSIONS OF THE PARTIES

Pursuant to provisions of the South Carolina Workers' Compensation Act and the South Carolina Code, the following medical reports were submitted as direct evidence at the hearing before the single Commissioner, and the reports and evidence are therefore subject to review by the Full Commission.

CLAIMANT'S APA SUBMISSIONS AND EXHIBITS

APA	NAME OF PROVIDER	DATE	PAGES
1)	New Hanover Regional Medical Center	8/21/2010	1-15
2)	Robert S. Leak, M.D. Carolina Bone & Joint Surgery Center	8/27/2010	16-36
3)	Matthew Welsch, M.D. Pee Dee Orthopaedic Associates	3/26/2012	27-38
4)	Robert Leak, M.D. Strand Orthopaedic Consultants	7/5/2012	39

Claimant introduced the following exhibits into evidence without objection from either party.

EXHIBIT	NAME OF EXHIBIT	DATE	PAGES

EXHIBIT	NAME OF EXHIBIT	DATE	PAGES
5)	W-2 OS Restaurant Services	2011	40
6)	SCDEW Wage Records	2005-2011	41-43

DEFENDANT eMOVE'S APA SUBMISSIONS AND EXHIBITS

Defendant eMove did not submit medical records as direct evidence. eMove introduced the deposition of Sean Unterkoefer without objection from either party.

EXHIBIT	NAME OF EXHIBIT	DATE	PAGES
A)	Deposition of Sean Unterkoefer	03/16/2012	1-118

DEFENDANT SCUEF'S APA SUBMISSIONS AND EXHIBITS

Defendant SCUEF did not submit medical reports as direct evidence or introduce exhibits into evidence.

EVIDENCE OF THE CASE

The following evidence was presented to the single Commissioner, and therefore was included in the review and analysis by the Full Commission Appellate Panel in reaching its decision regarding Claimant's appeal.

TESTIMONIAL EVIDENCE

George Ferguson – Ferguson is a divorced, 48 year old male with four children. (Hr'g Tr. p. 10, ll. 6-9). He has an associate's degree in nursing and was licensed as a registered nurse. (Hr'g Tr. p. 10, ll.10-12). In August 2010, Ferguson worked full-time as a waiter for Outback Steakhouse. (Hr'g Tr. p. 10, l. 22 – p. 11, l. 3) He worked part-time for Sean Unterkoefer loading and unloading U-Haul trucks. (Hr'g Tr. p. 11, ll. 6-10). Ferguson learned of Sean

Unterkoepler d/b/a United Stand Moving through a friend, David Coates. (Hr'g Tr. p. 11, ll. 11-15).

Unterkoepler paid Ferguson, had the right to fire him if he committed misconduct, and told him where to go and what to do. (Hr'g Tr. p. 11, l. 20 – p. 12, l. 3). The equipment used for each moving job was provided with the U-Haul truck. (Hr'g Tr. p. 12, ll. 4-6). Ferguson was paid by the job and split his earnings with the number of men in the moving crew on that particular day. (Hr'g Tr. p. 7-24). Ferguson has worked with at least three other individuals on moving jobs other than Unterkoepler. (Hr'g Tr. p. 13, ll. 10-25). Ferguson does not know whether the other individuals were employees, independent contractors, or held some other status with Sean Unterkoepler d/b/a United Stand Moving. (Hr'g Tr. p. 14, ll. 2-4; p. 28, ll. 22-25; p. 29, ll. 13-16).

Ferguson performed approximately ten to fifteen moving jobs between April/May 2010 and August 2010. (Hr'g Tr. p. 14, ll. 14-25). Ferguson was allowed to turn down moving jobs. (Hr'g Tr. p. 15, ll. 21-23).

On cross-examination, Ferguson agreed he would defer to Sean Unterkoepler's testimony on the definition of Sean Unterkoepler d/b/a United Stand Moving's relationship with eMove. (Hr'g Tr. p. 32, ll. 12-23). He agreed he would defer to Unterkoepler's testimony on whether Sean Unterkoepler d/b/a United Stand Moving had any employees. (Hr'g Tr. p. 32, l. 24 – p. 33, l. 2). He also agreed he would defer to Unterkoepler's testimony on the operation of his business, i.e., how he was paid, how much he was paid, and contact with customers. (Hr'g Tr. p. 30, ll. 15-24; p. 33, ll. 3-11).

Ferguson was injured on August 21, 2010, while performing a job in Carolina Beach, North Carolina. (Hr'g Tr. p. 18, l. 10 – p. 19, l. 6). He injured his right hand and recently

discovered injuries to his right shoulder and scapula. (Hr'g Tr. p. 19, ll. 8-19). He did not allege injury to his right shoulder or mention such injury to a physician until after his deposition in March 2012. (Hr'g Tr. p. 31, l. 14 – p. 32, l. 1). He has limited range of motion on his right side from his wrist to shoulder. (Hr'g Tr. p. 19, ll. 15-24). His right little finger is deformed and bent. (Hr'g Tr. p. 20, ll. 7-11).

Ferguson was unable to work for approximately sixteen weeks following his surgery. (Hr'g Tr. p. 23, l. 19 – p. 24, l. 2). He returned to working at Outback Steakhouse in January or February 2011. (Hr'g Tr. p. 23, l. 19 – p. 24, l. 13). He was involved in an unrelated accident resulting in injury to his right wrist and forearm in October 2011. (Hr'g Tr. p. 24, ll. 14-24). He was written out of work; however, he subsequently returned and is currently working at Outback Steakhouse. (Hr'g Tr. p. 25, ll. 2-10).

Sean Unterkoefer – Sean Unterkoefer testified via deposition transcript. Unterkoefer was deposed on March 16, 2012. Unterkoefer is 26 years old and resides in Lisbon Falls, Maine. Unterkoefer is the owner of United Stand Moving. (eMove's Exhibit A at p. 3, Depo. Tr. p. 8, ll. 20-24). Unterkoefer did not register his business with the South Carolina Secretary of State or file taxes for his business. (eMove's Exhibit A at p. 3, Depo. Tr. p. 9, ll. 4-11).

eMove operates a website known as movinghelp.com in which individuals renting U-Haul trucks (or other "do it yourself" trucks) can search for and hire local moving companies to assist with loading and unloading their belongings. (eMove's Exhibit A at p. 4-6, Depo. Tr. p. 11, l. 18 – p. 12, l. 8; p. 19, ll. 2-11; p. 18, ll. 18-23). Unterkoefer started United Stand Moving by visiting movinghelp.com and signing up for an account. (eMove's Exhibit A at p. 8, Depo. Tr. p. 28, l. 5 – p. 29, l. 18). Before his account sign-up was complete, he had to check a box to agree to the terms and conditions contained in the "eMove Moving Help - Moving Helper

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Dr. Matthew D. Welsch of Pec Dee Orthopaedics performed an independent medical examination on March 26, 2012. Dr. Welsch noted the surgical pins placed in Ferguson's hand were removed four to six weeks following his surgery. (APA 3 at p. 37). X-rays revealed well-healed fractures and normal MP and IP joints. (APA 3 at p. 38). Dr. Welsch diagnosed Ferguson with posttraumatic right small finger MP contracture and extensor tendon scarring with a slight rotational deformity. (Id).

The only medical record referencing injury to the right shoulder is nearly two years post accident. (APA 4 at p. 39). Ferguson returned to Dr. Leak for evaluation on July 5, 2012, with complaints of right upper extremity pain. (Id). Dr. Leak noted decreased range of motion in the

right shoulder with inability to abduct overhead. (Id.) Dr. Leak diagnosed Ferguson with right shoulder adhesive capsulitis with possible rotator cuff pathology, right wrist synovitis, and right small finger clinical rotational abnormality. (Id.)

FINDINGS OF FACT

Based upon the evidence submitted and the arguments presented, the Full Commission Appellate Panel hereby affirms in full the Findings of Fact of the single Commissioner, as set forth below:

1. The South Carolina Workers' Compensation Commission has exclusive jurisdiction over this matter and pursuant to S.C. Code Ann. § 42-1-540.
2. Average weekly wage and compensation rate are held in abeyance as stipulated by the parties.
3. Ferguson suffered a crush injury to the right hand, resulting in fractures of the distal portion of the fifth metacarpal and the proximal portion of the proximal phalanx of the fifth digit, on August 21, 2010, while moving furniture.
4. Ferguson is not the statutory employee of eMove.
5. Claimant failed to carry his burden of proving he was an employee of Sean Unterkoefer d/b/a United Stand Moving.
6. Claimant failed to carry his burden of proving Sean Unterkoefer d/b/a United Stand Moving regularly employed four or more employees.
7. Claimant failed to carry his burden of proving Sean Unterkoefer d/b/a United Stand Moving was subject to the Act.

8. Claimant failed to carry his burden of proving eMove was a statutory employer of the claimant.

9. The actual moving was not a part of eMove's trade, business, or occupation.

10. eMove's business was to match U-Haul renters with moving help. There was no evidence that eMove contracted with anyone to move or engaged in any moving itself.

11. SCUEF is dismissed with prejudice as Unterkoefer is not an uninsured employer subject to the Act.

12. eMove is dismissed with prejudice as Ferguson failed to prove he is a statutory employee.

13. Because the resolution of the above issues are dispositive of the claimant's claim, it is not necessary to address the remaining issues raised by the parties. See Futch v. McAllister Towing of Georgetown, Inc., 335 S.C. 598, 613, 518 S.E.2d 591, 598 (1999).

CONCLUSIONS OF LAW

Based upon the evidence submitted and the arguments presented, the Full Commission Appellate Panel hereby affirms the conclusions of law in full based on a preponderance of the evidence as set forth by the single Commissioner as follows:

1. The South Carolina Workers' Compensation Commission has exclusive jurisdiction over this matter pursuant to S.C. Code Ann. § 42-1-540.

2. In workers' compensation cases, the burden is on the claimant to prove all elements of his claim to entitle him to compensation. Herndon v. Morgan Mills, Inc., 246 S.C. 201, 143 S.E.2d 376 (1965).

3. Ferguson suffered a crush injury to the right hand, resulting in fractures of the distal portion of the fifth metacarpal and the proximal portion of the proximal phalanx of the fifth digit, on August 21, 2010, while moving furniture. However, Ferguson failed to carry his burden of proving he is entitled to benefits under the Act. S.C. Code Ann. §§ 42-1-130, -140, -150, -160, -360, -400, *et seq.*; McLeod v. Piggly Wiggly Carolina Company, 280 S.C. 466, 313 S.E.2d 38 (Ct. App. 1984) (an award under our Workers' Compensation Act will not be made unless an employment relationship existed at the time of the alleged injury for which the claim is made).

4. Ferguson is not the statutory employee of eMove. S.C. Code Ann. § 42-1-400, *et seq.*

5. Claimant failed to carry his burden of proving he was an employee of Sean Unterkoefer d/b/a United Stand Moving. S.C. Code Ann. §§ 42-1-130, -140, -150.

6. Claimant failed to carry his burden of proving Sean Unterkoefer d/b/a United Stand Moving regularly employed four or more employees. S.C. Code Ann. §§ 42-1-130, -140, -150, -360; Marlow v. E.L. Jones & Son, Inc., 248 S.C. 568, 151 S.E.2d 747 (1966).

7. Claimant failed to carry his burden of proving Scan Unterkoefler d/b/a United Stand Moving was subject to the Act. S.C. Code Ann. §§ 42-1-130, -140, -150, -360.

8. Claimant failed to carry his burden of proving eMove was a statutory employer of the claimant. S.C. Code Ann. § 42-1-400, *et seq.*; Marlow v. E.L. Jones & Son, Inc., 248 S.C. 568, 151 S.E.2d 747 (1966).

9. eMove's business was to match U-Haul renters with moving help. There was no evidence that eMove contracted with anyone to move or engaged in any moving itself. The actual moving was not a part of eMove's trade, business, or occupation. See Murray v. Aaron Mizell Trucking Company, 286 S.C. 351, 334 S.E.2d 128 (Ct. App. 1985).

10. SCUEF is dismissed with prejudice as Unterkoefler is not an uninsured employer subject to the Act.

11. eMove is dismissed with prejudice as Ferguson failed to prove he is a statutory employee.

12. Because the resolution of the above issues are dispositive of the claimant's claim, it is not necessary to address the remaining issues raised by the parties. See Futch v. McAllister Towing of Georgetown, Inc., 335 S.C. 598, 613, 518 S.E.2d 591, 598 (1999).

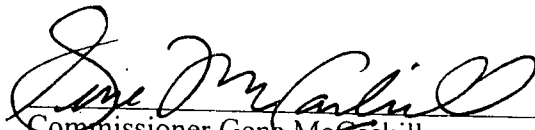
FULL COMMISSION APPELLATE PANEL ORDER

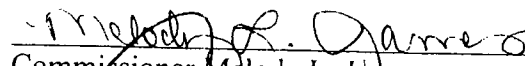
IT IS NOW THEREFORE ORDERED the Full Commission Appellate Panel considered Claimant's appeal and finds a FULL AFFIRMATION of the single Commissioner's Decision & Order.

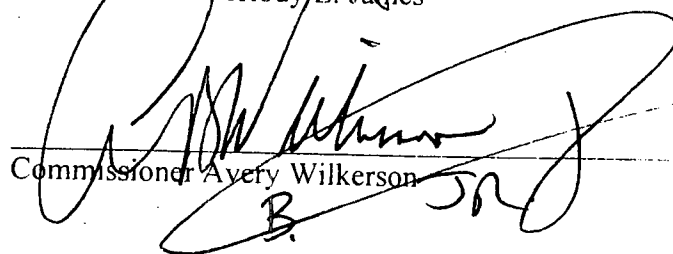
IT IS THEREFORE ORDERED that Claimant George Ferguson is not entitled to benefits under the South Carolina Workers' Compensation Act.

IT IS FURTHER ORDERED that AMERCO/U-Haul International, New Hampshire Insurance Company, and the South Carolina Uninsured Employers' Fund are dismissed from this claim with prejudice.

AND IT IS SO ORDERED!


Commissioner Gene McCaskill


Commissioner Melody L. James


Commissioner Avery Wilkerson

CERTIFICATE OF SERVICE

This is to certify that the undersigned has this date
served this order on the above entitled parties upon all
parties by e-mail or otherwise as copy is sent.
It goes to the State of South Carolina addressed to
attorney or attorneys for said parties.

is 7th day of August, 2013
Valerie D. Deller

Administrative Assistant to the Commissioner

Stephen B. Samuel's

Kristian M. Cross

Sean P. Unterkoefler dba United Stand Moving (Reg & cert)

South Carolina Workers' Compensation Commission
1612 Marion Street • Post Office Box 1715
Columbia, South Carolina 29202-1715
(803) 737-5739
www.wcc.sc.gov



File #: **1023143**
Carrier File #: **555-006306**
Carrier Code #: _____
Employer FEIN #: _____

Claimant's Name: George Ferguson SSN: _____
Address: _____
City: Myrtle Beach State: SC Zip: 29577
Home Phone: _____ Work Phone: () -
Date of Injury: 08/21/2010
Employer's Name: eMove
Address: Corporate Headquarters
City: Phoenix State: AR Zip: 85004
Insurance Carrier: New Hampshire Insurance Company
Preparer's Name: Kristian M. Cross, Attorney at Law Law Firm: Collins and Lacy, P.C. Preparer's Phone #: (803) 256-2660

Complete each information blank. Specify clearly when contentions are admitted in part and denied in part. The employer/carrier in answer to the claim, respectfully shows:

1. It is **Denied** the employee sustained an injury or illness on or about the date set forth in the Form 50. The reasons for denial are:
Defendants deny an employee/employer relationship existed between the parties.
2. It is **Denied** both the employer and employee were subject to the Workers' Compensation Act at the time in question. The reasons for denial are:
See number one above.
3. It is **Denied** the relationship of employer and employee existed at the time in question. The reasons for denial are:
See number one above.
4. It is **Denied** at the time in question the employee was performing services arising out of and in the course of employment. The reasons for denial are:
See number one above.
5. It is **Denied** notice of injury was given the employer. The reasons for denial are:
See number one above.
6. It is **Denied** the employee **Needs / Is Entitled to Additional** medical care as a result of injury or illness. The reasons for denial are:
See number one above.
7. It is **Denied** the employee is entitled to temporary total disability for the period(s) of :
See number one above.
8. It is **Denied** the employee is permanently disabled. The reasons for denial are:
See number one above.
9. It is **Denied** the employee has serious disfigurement.
10. It is contended that an average weekly wage of \$ **See Form 20** applies, according to attached Form 20 as provided by law.
11. Further contentions, grounds of defense, or unusual aspects are:
Defendants are investigating claimant's allegations related to this claim and discovery is ongoing. As such, Defendants expressly reserve the right to amend and/or supplement its response.
12. Estimated time needed for hearing: 1 hour

certify I have served this document pursuant to R.67-212 by delivering a copy to:

name: Stephen B. Samuels
address: 1527 Blanding Street, Columbia, SC 29250

on January 12, 2012, by ☒ first class mail ☐ personal service ☐ certified mail.
verify the contents of this form are accurate and true to the best of my knowledge.

Kristian Cross Attorney at Law kcross@collinsandlacy.com 1/12/2012
Preparer's Signature Title Email Date

Refer to R.67-204 through R.67-210 and R.67-601 through R.67-615. Questions about the use of this form may be directed to the Commission's Judicial Department. Pursuant to R.67-606, a Form 20 must be filed with the Claims Department at least 30 days from the date of filing this form.

WCC Form # 51
Revised 9/07

51

Employer's Answer to Request for Hearing



AMENDED

Claimant's Name: George Ferguson SSN: _____ Employer's Name: United Stand Moving/eMove
Address: _____ Address: 608 First Avenue South
City: Myrtle Beach State: SC Zip: 29577 City: Myrtle Beach State: SC Zip: 29577
Home Phone: _____ Work Phone: () - _____ Insurance Carrier: New Hampshire Ins. Co.; SC
Uninsured Employers Fund
Preparer's Name: Stephen B. Samuels Law Firm: Samuels Law Firm Preparer's Phone #: (803) 779 - 4000

Complete each information blank. To request a hearing, check Box 13b, indicate the kinds of benefits claimed by checking the box(es) at Lines 6, 7, 8, and 9, and file this form in duplicate.

A claim for workers' compensation benefits is made based on the following grounds:

Date of Injury or Illness: 08/21/10

☒ Injury ☐ Illness ☐ Repetitive Trauma

- 1a. The claimant sustained an injury to See Attachment (Part(s) of Body Injured) On 08/21/10 (Month/Day/Year) in New Hanover county, state of NC.
1b. Body part(s) affected are: See Attachment
Briefly describe how the accident occurred. Claimant's arm was crushed by falling equipment being moved when co-worker helping him lost his grip.
2. Both the claimant and the employer were subject to the South Carolina Workers' Compensation Act at the time of injury.
3. The relationship of employer and employee existed at the time of injury.
4. At the time of the injury the claimant was performing services arising out of and in the course of employment.
5. Notice of the accidental injury was given to the Employer on 08/21/10 (Month/Day/Year) in the following manner:
Verbally to Supervisor, Sean Unterkoefer

- ☒ 6. Due to injury, the claimant is in need of (check one):
☒ (a) medical examination and treatment for: right arm, right hand, right shoulder, right knee.
☒ (b) additional medical examination and treatment for: right arm and hand.
☒ 7. Due to injury, the claimant requests temporary total disability benefits because of lost compensable time from work and wages for the period of:
To be determined
☒ 8. Due to the injury, the Claimant has permanent disability of the following nature and extent (check one):
☐ (1) General Disability: ☐ Total ☒ (2) Specific Disability: ☐ Total
☐ (3) Wage Loss ☐ Partial ☒ Partial
☐ 9. Due to the injury, the Claimant has a serious bodily disfigurement consisting of:

10a. At the time of the injury, the Claimant was paid weekly wages of \$Form 20 Needed, and demands accounting of days worked and wages earned as provided by law.
10b. Give names and addresses of all employers for whom the Claimant has worked since the date of the accident:
Outback Restaurant, 7025 N. Kings Highway, Myrtle Beach, South Carolina SC 29572
11a. Further grounds or unusual aspects of claim:

11b. List names and addresses of all physicians or other medical specialists who have seen or treated the Claimant as a result of the accident:
See Attachment.
11c. To the best of your knowledge, did you have any prior permanent disability? No prior disability awards to affected body parts.
If yes, describe: _____
12. Appropriate benefits as provided in the Act for the above grounds and other relief as the Workers' Compensation Commission may direct as just and proper.
] 13a. I am filing a claim. I am not requesting a hearing at this time.
] 13b. I am requesting a hearing. A \$25 fee is required.
14. Estimated time needed for hearing: 1 hour

verify the contents of this form are accurate and true to the best of my knowledge.

Stephen B. Samuels
Preparer's Signature

Attorney for Claimant
Title

Stephen@samuelslawfirm.net
Email

April 5, 2012
Date

Refer to R.67-204 through R.67-210 and R.67-601 through R.67-615. Questions about the use of this form may be directed to the Commission's Claims Department.

ATTACHMENT TO AMENDED WCC FORM #50 HEARING REQUEST

George Ferguson v. United Stand Moving/eMove

WCC File No.: 1023143

- 1a. right hand, right arm, right shoulder, right knee
- 1b. right hand, right arm, right shoulder, right knee

- 11b. New Hanover Regional Medical Center
2131 S. 17th Street
Wilmington, North Carolina 28401

Robert S. Leak, M.D.
Carolina Bone and Joint Surgery Center
101 Surgeons Drive
Myrtle Beach, South Carolina 29579

Matthew D. Welsch, M.D.
Pee Dee Orthopaedic Associates, P.A.
901 E. Cheves Street, Suite 100
Florence, South Carolina 29506

South Carolina Workers' Compensation Commission
1612 Marion Street • Post Office Box 1715
Columbia, South Carolina 29202-1715
(803) 737-5739
www.wcc.sc.gov



File #: **1023143**
Carrier File #: **003332-004285-WC-01**
Carrier Code #: _____
Employer FEIN #: _____

Claimant's Name: George Ferguson SSN: _____
Address: _____
City: Myrtle Beach State: SC Zip: 29577
Home Phone: _____ Work Phone: () - _____
Date of Injury: 08/21/2010
Employer's Name: eMove, Inc.
Address: Corporate Headquarters
City: Phoenix State: AR Zip: 85004
Insurance Carrier: New Hampshire Insurance Company
Preparer's Name: Kristian M. Cross, Attorney at Law Law Firm: Collins and Lacy, P.C. Preparer's Phone #: (803) 256-2660

Complete each information blank. Specify clearly when contentions are admitted in part and denied in part. The employer/carrier in answer to the claim, respectfully shows:

1. It is **Denied** the employee sustained an injury or illness on or about the date set forth in the Form 50. The reasons for denial are:
Defendants deny an employee/employer relationship existed between the parties. See S.C. Code Sections 42-1-130, 42-1-150, 42-1-400, 42-1-410.
2. It is **Denied** both the employer and employee were subject to the Workers' Compensation Act at the time in question. The reasons for denial are:
Defendants deny claimant or eMove, Inc. are subject to the Act as the Commission has no jurisdiction over this matter. See S.C. Code Sections 42-1-130, 42-1-150, 42-1-400, 42-1-410.
3. It is **Denied** the relationship of employer and employee existed at the time in question. The reasons for denial are:
Defendants deny an employee/employer relationship existed between the parties. Defendants expressly deny eMove, Inc. is claimant's statutory employer. See S.C. Code Sections 42-1-130, 42-1-150, 42-1-400, 42-1-410.
4. It is **Denied** at the time in question the employee was performing services arising out of and in the course of employment. The reasons for denial are:
Defendants deny an employee/employer relationship existed between the parties. See S.C. Code Sections 42-1-130, 42-1-150, 42-1-400, 42-1-410.
5. It is **Denied** notice of injury was given the employer. The reasons for denial are:
Defendants deny an employee/employer relationship existed between the parties. See S.C. Code Sections 42-1-130, 42-1-150, 42-1-400, 42-1-410, 42-15-20.
6. It is **Denied** the employee **Needs / Is Entitled to Additional** medical care as a result of injury or illness. The reasons for denial are:
Defendants deny an employee/employer relationship existed between the parties. See S.C. Code Sections 42-1-130, 42-1-150, 42-1-400, 42-1-410.
7. It is **Denied** the employee is entitled to temporary total disability for the period(s) of :
Defendants deny an employee/employer relationship existed between the parties. See S.C. Code Sections 42-1-130, 42-1-150, 42-1-400, 42-1-410.
8. It is **Denied** the employee is permanently disabled. The reasons for denial are:
Defendants deny an employee/employer relationship existed between the parties. See S.C. Code Sections 42-1-130, 42-1-150, 42-1-400, 42-1-410.
9. It is **Denied** the employee has serious disfigurement.
10. It is contended that an average weekly wage of **\$ 75.00** applies, according to attached Form 20 as provided by law.
11. Further contentions, grounds of defense, or unusual aspects are:
Claimant has failed to produce wage information for the four quarters preceding his alleged accident. Defendants contend claimant's compensation rate is the minimum compensation rate for South Carolina based on discovery obtained to date. Defendants deny eMove, Inc. is claimant's statutory employer. Defendants expressly reserve the right to amend and/or supplement its response.
12. Estimated time needed for hearing: 1 hour

certify I have served this document pursuant to R.67-212 by delivering a copy to:

Name: Stephen B. Samuels, Esquire; Ajerenal Danley, Esquire; Sean Unterkoefer
Address: 1527 Blanding Street, Columbia, SC 29250; P.O. Box 1454, Columbia, SC 29202; 25 Wing Street, Lisbon Falls, Maine 04252

On April 16, 2012, by ☒ first class mail ☐ personal service ☐ certified mail.

verify the contents of this form are accurate and true to the best of my knowledge.

Kristian M. Cross Attorney at Law kcross@collinsandlacy.com 4/16/2012
Preparer's Signature Title Email Date

Refer to R.67-204 through R.67-210 and R.67-601 through R.67-615. Questions about the use of this form may be directed to the Commission's Judicial Department. Pursuant to R.67-606, a Form 20 must be filed with the Claims Department at least 30 days from the date of filing this form.

South Carolina Workers' Compensation Commission
1333 Main Street, Suite 500
P.O. BOX 1715
Columbia, SC 29202-1715
803-737-5675



WCC File #: 1023143
Carrier File #: 003332-004285-WC-01
Carrier Code #: _____
Employer FEIN #: _____

Claimant's Name: George Ferguson SSN: _____ Employer's Name: United Stand Moving/eMove
Address: _____ Address: 608 First Avenue South
City: Myrtle Beach State: SC Zip: 29577 City: Myrtle Beach State: SC Zip: 29577
Home Phone: _____ Work Phone: _____ Insurance Carrier: New Hampshire Ins. Co./SC Uninsured Employers Fund
Preparer's Name: Stephen B. Samuels Law Firm: Samuels Law Firm Preparer's Phone #: 803 779 4000

REQUEST FOR COMMISSION REVIEW

Request for Commission Review by ☒ claimant ☐ employer (check one) Date of injury: 08/21/2010

The undersigned makes application for review of the findings of the Commissioner in the above-captioned case. The request for review is based on the following grounds: (State the grounds of your appeal in the form of questions presented. Each question presented must contain a concise statement of one proposition of law or fact. Refer to evidence by title and exhibit number. Use additional pages if necessary).

Please see "Attachment to Request for Commission Review, WCC Form # 30"

(Check one) Oral argument ☒ is ☐ is not requested. Appellant's request for oral argument is waived if not indicated on this form.

I certify that I have served this document pursuant to R.67-211 by delivering a copy to Kristian M. Cross, Esq., P.O. Box 12487,

Name

Columbia, SC 29211; Ajerenal Danley, Esq., P.O. Box 1454, Columbia SC 29202; Sean Unterkoefer, 25 Wing Street, Lisbon Falls, ME 04252

on the 3rd day of December, 2012 by ☒ first class mail ☐ personal service ☐ certified mail.

[Signature]
Preparer's Signature

Attorney for Claimant
Title

December 3, 2012
Date

Check this box if you are not represented by an attorney. ☐

If the claimant appeals and is representing himself or herself, the Judicial Department will prepare the additional copies of this form and serve this form on the opposing party. R.67-701B. Otherwise, file the original and four copies of this form with the Judicial Department. The appeal must be postmarked no later than 14 days from the date of service of the Hearing Commissioner's decision. R.67-701 and R.67-205. Attach the filing fee to this form. Attach a Form 32 if you are unable to pay the filing fee. Refer to R.67-701 through R.67-711 for additional information.

WCC Form # 30
Rev. 3/97

30

REQUEST FOR COMMISSION REVIEW

ATTACHMENT TO REQUEST FOR COMMISSION REVIEW, WCC FORM # 30

George Ferguson v. Sean P. Unterkoefler d/b/a United Stand Moving, AMERCO/U-HAUL International, New Hampshire Insurance Company, and S.C. Workers Compensation Uninsured Employers Fund

WCC File No.: 1023143

Grounds of Appeal:

1. Whether the Single Commissioner erred as a matter of fact and law in finding that Claimant is not the statutory employee of eMove and that he failed to carry his burden of proving eMove was a statutory employer of the claimant?
2. Whether the Single Commissioner erred as a matter of fact and law in finding that Claimant failed to carry his burden of proving that he was an employee of Sean Unterkoefler d/b/a United Stand Moving?
3. Whether the Single Commissioner erred as a matter of fact and law in finding Claimant failed to carry his burden of proving Sean Unterkoefler d/b/a United Stand Moving regularly employed four or more employees and was subject to the Act?
4. Whether the Single Commissioner erred as a matter of fact and law in finding that the actual moving was not a part of eMove's trade, business or occupation; that eMove's business was to match U-Haul renters with moving help; and that there was no evidence that eMove contracted with anyone to move or engaged in any moving itself; and in failing to find that moving was an essential and important part of eMove's business?
5. Whether the Single Commissioner erred as a matter of fact and law in failing to rule on all of Ferguson's causally related injuries, specifically to his right hand, right arm, right knee, and right shoulder; such issue being raised but not ruled on?
6. Whether the Single Commissioner erred as a matter of fact and law in failing to find Claimant would be entitled to temporary total disability benefits from August 21, 2010, through February 1, 2011, and temporary partial disability benefits from February 1, 2011, to the present and continuing until he reaches maximum medical improvement; such issue being raised but not ruled on?
7. Whether the Single Commissioner erred as a matter of fact and law in failing to find Claimant is not at maximum medical improvement, and is in need of additional medical treatment to include additional medical treatment to his shoulder and hand; such issue being raised but not ruled on?
8. Whether the Single Commissioner erred as a matter of law in failing to make specific and detailed findings of fact sufficient for appellate review?

SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
COLUMBIA, SOUTH CAROLINA
WCC FILE NO. 1023143

EMPLOYEE/CLAIMANT: GEORGE FERGUSON

COPY

EMPLOYER: U-HAUL INTERNATIONAL, INC.

CARRIER: NEW HAMPSHIRE INSURANCE COMPANY

SOUTH CAROLINA WORKERS' COMPENSATION HEARING

PURSUANT TO NOTICE OF WORKERS' COMPENSATION
HEARING, THE WITHIN HEARING WAS TAKEN ON THE 12TH DAY
OF JULY, 2012, COMMENCING AT THE HOUR OF 12:04 P.M., IN
COLUMBIA, SOUTH CAROLINA, BEFORE THE HONORABLE ANDREA
C. ROCHE, ATTENDED BY COUNSEL AS FOLLOWS:

JILL BISHOP EDWARDS
VERBATIM REPORTER

TIMMI A. PARRISH
COURT REPORTING SERVICES
POST OFFICE BOX 551
ROEBUCK, SC 29376
864-921-8743

APPEARANCES

STEPHEN B. SAMUELS, ESQUIRE, OF THE FIRM
SAMUELS LAW FIRM, L.L.C.
1527 BLANDING STREET
POST OFFICE BOX 50349
COLUMBIA, SOUTH CAROLINA 29250

ATTORNEY FOR CLAIMANT,

KRISTIAN M. CROSS, ESQUIRE,
STAN LACY, ESQUIRE, OF THE FIRM
COLLINS AND LACY, P.C.
1330 LADY STREET, SIXTH FLOOR
POST OFFICE BOX 12487
COLUMBIA, SOUTH CAROLINA 29211

ATTORNEY FOR EMPLOYER/CARRIER,

AJERENAL DANLEY, ESQUIRE, OF
THE DANLEY LAW FIRM
240 STONERIDGE DRIVE, SUITE 401
COLUMBIA, SOUTH CAROLINA 29210

ATTORNEY FOR U.E.F.

I N D E X

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** DIGITAL RECORDING RETAINED FOR SIX (6) MONTHS FROM
 DATE OF CERTIFICATION.

1 PURSUANT TO NOTICE OF HEARING, THE WITHIN HEARING
2 WAS TAKEN BY THE ABOVE-NAMED COURT REPORTER, A NOTARY
3 PUBLIC FOR THE STATE OF SOUTH CAROLINA, IN COLUMBIA,
4 SOUTH CAROLINA.

5 * * * * * * * * * * * * * * *

6 BY COMMISSIONER ROCHE:

7 TODAY'S DATE IS JULY 12, 2012. THIS IS WCC
8 FILE NUMBER 1023143. THIS IS THE CASE OF THE
9 CLAIMANT, GEORGE FERGUSON, REPRESENTED BY ATTORNEY
10 STEPHEN B. SAMUELS. VERSUS THE EMPLOYER, SEAN
11 UNTERKOEFLER D/B/A UNITED STAND MOVING, AND ALSO E-
12 MOVE AND U-HAUL INTERNATIONAL, INCORPORATED, AND
13 AMERCO. MR. UNTERKOEFLER DOES NOT HAVE INSURANCE.
14 AL DANLEY IS HERE ON BEHALF OF THE UNINSURED
15 EMPLOYERS FUND. KRISTIAN CROSS AND STAN LACY ARE
16 HERE ON BEHALF OF U-HAUL INTERNATIONAL, E-MOVE,
17 AMERCO, THEY'RE ALL RELATED, AND THEIR CARRIER, NEW
18 HAMPSHIRE INSURANCE COMPANY. WE'RE HERE TODAY TO
19 DETERMINE THE ISSUES AS SET FORTH IN THE FORMS 50
20 AND 51. WE HAVE A DATE OF ACCIDENT OF AUGUST THE
21 21ST, 2010. WE'RE GOING TO HOLD AVERAGE WEEKLY WAGE
22 AND COMP RATE IN ABEYANCE AT THIS TIME.

23 ARE THERE ANY OBJECTIONS TO APAs - AND I DO
24 WANT TO SAY THERE WAS A MOTION TO AMEND THE CAPTION
25 TO CHANGE UNITED STAND MOVING TO SEAN UNTERKOEFLER

1 D/B/A UNITED STAND MOVING, AND I HAVE GRANTED THAT
2 MOTION AND NOBODY OBJECTED TO IT, EITHER, SO. ARE
3 THERE ANY OBJECTIONS TO APAs, JURISDICTION, VENUE OR
4 ANY OTHER ITEMS? ARE THERE ANY OBJECTIONS TO APAs
5 OR VENUE? I KNOW THERE'S AN OBJECTION TO
6 JURISDICTION.

7 **BY MR. SAMUELS:**

8 NONE FROM THE CLAIMANT, YOUR HONOR.

9 **BY MR. DANLEY:**

10 NONE FROM THE U.E.F.

11 **BY MS. CROSS:**

12 NONE FROM E-MOVE.

13 **BY COMMISSIONER ROCHE:**

14 ALL RIGHT. WITHOUT OBJECTION, THE COMMISSION'S
15 FILE BECOMES A PART OF THE RECORD WITH THE EXCEPTION
16 OF SELF SERVING DECLARATIONS AND UNSTIPULATED
17 MEDICAL REPORTS. BEFORE GOING ON THE RECORD, WE DID
18 HAVE A PRE-HEARING CONFERENCE.

19 IT IS THE POSITION OF THE CLAIMANT THAT HE
20 SUSTAINED AN INJURY BY ACCIDENT ARISING OUT OF THE
21 COURSE AND SCOPE OF HIS EMPLOYMENT WITH SEAN
22 UNTERKOEFLER D/B/A UNITED STAND MOVING WHERE HE
23 INJURED HIS RIGHT HAND, HIS RIGHT ARM AND HIS RIGHT
24 SHOULDER. IT IS THE POSITION OF THE CLAIMANT THAT
25 SEAN UNTERKOEFLER D/B/A UNITED STAND MOVING WAS

1 SUBJECT TO THE ACT, REGULARLY EMPLOYING FOUR OR MORE
2 EMPLOYEES. IN THE ALTERNATIVE, IT'S THE POSITION OF
3 THE CLAIMANT THAT MR. UNTERKOEFLER WAS A
4 SUBCONTRACTOR OF E-MOVE OR U-HAUL INTERNATIONAL,
5 INCORPORATED, OR AMERCO, AND I'M JUST GOING TO CALL
6 IT E-MOVE FROM HERE ON OUT. I KNOW THEY'RE ALL
7 RELATED. I THINK THEY'RE ALL PARENT COMPANIES,
8 ACTUALLY, E-MOVE, U-HAUL, AMERCO. AND IT WOULD BE
9 THE POSITION OF THE CLAIMANT THAT MR. UNTERKOEFLER
10 WAS A SUBCONTRACTOR OF E-MOVE AND, THEREFORE, A
11 STATUTORY EMPLOYER OF THE CLAIMANT. IT'S THE
12 POSITION OF THE CLAIMANT THAT HE WOULD BE ENTITLED
13 TO TEMPORARY TOTAL DISABILITY BENEFITS FROM AUGUST
14 21, 2010, THROUGH FEBRUARY 1, 2011, AND THAT HE
15 WOULD BE ENTITLED TO TEMPORARY PARTIAL DISABILITY
16 FROM FEBRUARY 1, 2011, TO THE PRESENT AND CONTINUING
17 UNTIL HE REACHES MAXIMUM MEDICAL IMPROVEMENT. IT'S
18 THE POSITION OF THE CLAIMANT THAT HE HAS NOT REACHED
19 MAXIMUM MEDICAL IMPROVEMENT, THAT HE IS IN NEED OF
20 ADDITIONAL MEDICAL TREATMENT TO INCLUDE ADDITIONAL
21 MEDICAL TREATMENT TO HIS SHOULDER AND TO HIS HAND.
22 I THINK THERE'S SOME MORE RECOMMENDED SURGERY.

23 IT IS THE POSITION - MR. UNTERKOEFLER IS NOT
24 HERE TODAY, AND IT'S MY UNDERSTANDING HE IS NOT
25 GOING TO BE HERE, FROM WHAT Y'ALL KNOW. IS THAT

1 TRUE?

2 BY MS. CROSS:

3 THAT'S OUR UNDERSTANDING.

4 BY MR. SAMUELS:

5 YES, YOUR HONOR.

6 BY COMMISSIONER ROCHE:

7 IT IS THE POSITION OF E-MOVE THAT MR.
8 UNTERKOEFLER WAS NOT, THAT THE CLAIMANT'S EMPLOYER
9 WAS NOT A SUBCONTRACTOR OF THEIRS, THAT THEY
10 PROVIDED MERELY A SERVICE OF HOOKING UP - HE WAS A
11 MOVER, OF HOOKING UP MOVERS WITH CUSTOMERS, AND THAT
12 THEY RECEIVED 15 PERCENT OF THE NEGOTIATED PRICE
13 FROM THAT. AND THAT THEY - HE WAS NOT A
14 SUBCONTRACTOR. THEY WERE NOT IN THE BUSINESS OF
15 MOVING, BUT THEY WERE ONLY MERELY PROVIDING A
16 SERVICE AND WOULD POINT ME TO THE CASE OF MURRAY
17 VERSUS DEAN DEMPSEY.

18 IT IS THE POSITION OF THE UNINSURED EMPLOYERS
19 FUND FIRST THAT THE EVIDENCE SUPPORTS THAT MR.
20 FERGUSON WAS A CASUAL EMPLOYEE AND THEREFORE WAS NOT
21 SUBJECT TO THE ACT. SECOND WOULD BE THAT MR.
22 FERGUSON WAS NOT AN EMPLOYEE OF MR. UNTERKOEFLER.
23 THAT, INSTEAD, MR. FERGUSON HIMSELF WAS A
24 SUBCONTRACTOR AND THAT MR. UNTERKOEFLER GOT THESE
25 JOBS FROM E-MOVE AND THEN SUBCONTRACTED THEM TO MR.

1 FERGUSON TO CARRY THEM OUT. IN THE ALTERNATIVE,
2 IT'S THE POSITION OF THE UNINSURED EMPLOYERS FUND
3 THAT MR. UNTERKOEFLER WAS NOT SUBJECT TO THE ACT.
4 HE DID NOT EMPLOY FOUR OR MORE EMPLOYEES AND IT
5 WOULD BE THE POSITION OF THE UNINSURED EMPLOYERS
6 FUND THAT ONCE THAT IS DETERMINED THAT MR.
7 UNTERKOEFLER WAS NOT SUBJECT TO THE ACT THAT HE
8 CAN'T GO ON UP THE LADDER TO ANY STATUTORY EMPLOYERS
9 BECAUSE THE DIRECT EMPLOYER WAS NOT SUBJECT TO THE
10 ACT.

11 BY MR. DANLEY:

12 COMMISSIONER?

13 BY COMMISSIONER ROCHE:

14 YES, SIR.

15 BY MR. DANLEY:

16 WITH ALL DUE RESPECT, I HAVE TO AGREE WITH ---

17 BY COMMISSIONER ROCHE:

18 STAN AND ---

19 BY MR. DANLEY:

20 YES, MA'AM. I'VE TRIED TOO MANY OF THESE CASES
21 IN THE PSAT, AND I REMEMBER HAVING ONE WHERE WE DID
22 GO UP THE CHAIN.

23 BY COMMISSIONER ROCHE:

24 ALL RIGHT. WE'LL TAKE THAT WHOLE THING OUT.

25 ALL RIGHT. IS THERE ANYTHING - I THINK I'VE DONE IT

1 ALL. IS THERE ANYTHING ANY OF YOU WOULD LIKE TO
2 ADD?

3 **BY MR. SAMUELS:**

4 I DON'T THINK SO, YOUR HONOR, UNLESS YOU WANT
5 DETAILED LEGAL ARGUMENTS THAT YOU ALREADY HEARD IN
6 PRE-TRIAL?

7 **BY COMMISSIONER ROCHE:**

8 NO, THANK YOU.

9 **BY MR. SAMUELS:**

10 OKAY.

11 **BY COMMISSIONER ROCHE:**

12 ALL RIGHT, MR. SAMUELS. I UNDERSTAND THAT THE
13 CLAIMANT IS YOUR FIRST WITNESS.

14 **BY MR. SAMUELS:**

15 THANK YOU, YOUR HONOR. THE CLAIMANT CALLS
16 GEORGE FERGUSON.

17 * * * * *

18 THE WITNESS WAS DULY SWORN TO TELL THE TRUTH, THE
19 WHOLE TRUTH, AND NOTHING BUT THE TRUTH CONCERNING THE
20 MATTER HEREIN:

21 **GEORGE FERGUSON,**

22 , BEING FIRST DULY SWORN, TESTIFIED ON HIS OATH AS
23 FOLLOWS:

24 **BY COMMISSIONER ROCHE:**

25 PLEASE STATE YOUR FULL NAME FOR THE RECORD.

1 **BY THE WITNESS:**

2 GEORGE BURTON TAYLOR FERGUSON.

3 **BY COMMISSIONER ROCHE:**

4 ALL RIGHT. MR. SAMUELS, YOUR WITNESS.

5 **DIRECT EXAMINATION BY MR. STEPHENS:**

6 Q. GEORGE, I UNDERSTAND YOU'RE 48 YEARS OLD, DIVORCED
7 AND HAVE FOUR CHILDREN DEPENDENT UPON YOU FOR
8 SUPPORT. IS THAT CORRECT?

9 A. YES.

10 Q. YOU HAVE AN ASSOCIATES IN NURSING AND AN R.N.
11 DEGREE?

12 A. I DO, YES, SIR.

13 Q. YOU LAST WORKED AS A NURSE IN 2003 OR 2004. IS THAT
14 RIGHT?

15 A. YES, SIR.

16 Q. AND YOUR LICENSE WAS SUSPENDED BECAUSE OF SOME
17 ACCUSATIONS MADE BY YOUR EX-WIFE THAT WERE DEEMED
18 UNFOUNDED, BUT YOU'VE NOT BEEN ABLE TO RESTORE YOUR
19 LICENSE BECAUSE OF THE FINANCIAL REQUIREMENTS IT
20 WOULD TAKE TO DO THAT. IS THAT CORRECT?

21 A. YES.

22 Q. LET ME GO BACK TO AUGUST OF 2010. WERE YOU WORKING
23 FOR OUTBACK STEAKHOUSE AT THAT TIME?

24 A. YES, SIR.

25 Q. AND WHAT WAS YOUR JOB THERE?

- 1 A. WAITER.
- 2 Q. HOW MANY HOURS A WEEK WERE YOU WORKING THERE?
- 3 A. I WAS FULL-TIME, 32 TO 40.
- 4 Q. DID YOU ALSO HAVE A SECOND PART-TIME JOB?
- 5 A. I DID.
- 6 Q. WHAT WAS THE SECOND PART-TIME JOB?
- 7 A. WORKING FOR SEAN WITH UNITED STAND MOVERS TO HELP
- 8 LOAD AND UNLOAD U-HAUL TRUCKS.
- 9 Q. IS SEAN, SEAN UNTERKOEFLER?
- 10 A. YES, SIR.
- 11 Q. HOW DID YOU FIND THE JOB WITH SEAN?
- 12 A. A FRIEND OF MINE, DAVID COATES, WAS WORKING FOR HIM
- 13 ALREADY AND THEY HAD - HE HAD APPROACHED ME. THEY
- 14 HAD MULTIPLE JOBS AT TIMES WHERE THEY NEEDED EXTRA
- 15 HELP.
- 16 Q. OKAY. AND WHEN DID YOU FIRST MEET SEAN
- 17 UNTERKOEFLER?
- 18 A. MARCH OR APRIL OF 2010, RIGHT AROUND THERE. MARCH,
- 19 APRIL, MAY.
- 20 Q. COULD - HAD YOU COMMITTED ANY MISCONDUCT OR
- 21 ANYTHING, COULD SEAN HAVE FIRED YOU?
- 22 A. YES.
- 23 Q. WHO TOLD YOU WHERE TO GO?
- 24 A. SEAN.
- 25 Q. WHO TOLD YOU WHAT TO DO?

1 A. SEAN.

2 Q. WHO PAID YOU?

3 A. SEAN.

4 Q. WHO SUPPLIED THE EQUIPMENT, LIKE DOLLIES AND PADS
5 AND SO FORTH, THAT YOU WOULD USE IN MOVING?

6 A. U-HAUL.

7 Q. AND HOW DID SEAN PAY YOU?

8 A. IT VARIED. I COULD GET PAID BY THE JOB. HE HAD THE
9 CODE FROM THE COMPUTER, YOU KNOW, THAT THE CLIENT
10 WOULD GIVE HIM WHEN WE FINISHED MOVING AND HE WOULD
11 ENTER THE CODE TO BE PAID, YOU KNOW, THE NEXT DAY.
12 I GOT PAID WEEKLY SOMETIMES. IT JUST DEPENDED ON
13 WHEN I SAW HIM. IF WE WERE AT DIFFERENT SITES
14 MOVING, YOU KNOW, ON DIFFERENT DAYS, I MIGHT NOT SEE
15 HIM THAT DAY, SO IT VARIED.

16 Q. HOW MUCH DID SEAN PAY YOU?

17 A. IT AVERAGED, IF IT WAS TWO OTHER PEOPLE BESIDES HIM,
18 ABOUT \$35 AN HOUR FOR THE PARTNERSHIP, FOR THE TEAM
19 THERE, ABOUT \$35 AN HOUR.

20 Q. OKAY. SO, IF YOU HAD A TWO-MAN CREW, IT WAS \$35 AN
21 HOUR FOR THE TWO MEN?

22 A. YES, SIR.

23 Q. SO, YOU WOULD GET \$17.50?

24 A. RIGHT. YES, SIR.

25 Q. DID SEAN HAVE ANY EMPLOYEES IN ADDITION TO YOURSELF?

1 A. YES, SIR.

2 BY MR. DANLEY:

3 OBJECTION. THAT'S A LEGAL CONCLUSION.

4 COMMISSIONER, I THINK THAT'S ONE OF THE ULTIMATE
5 QUESTIONS THAT THE COMMISSION HAS TO ANSWER.

6 BY COMMISSIONER ROCHE:

7 I'M GOING TO ALLOW THE QUESTION.

8 BY THE WITNESS:

9 YES, HE DID.

10 BY COMMISSIONER ROCHE:

11 YOU COULD REPHRASE IT, DID HE WORK WITH ANYBODY
12 ELSE. DO YOU KNOW OF ANYBODY ELSE THAT WORKED FOR
13 SEAN?

14 BY THE WITNESS:

15 YES, I DO.

16 BY COMMISSIONER ROCHE:

17 TELL ME ABOUT THAT.

18 BY THE WITNESS:

19 WELL, FIRST, IT WAS DAVID COATES THAT
20 INTRODUCED ME TO SEAN. HE WORKED FOR HIM AND,
21 ACTUALLY, THE DAY I WAS INJURED, I WAS WORKING WITH
22 A KENNETH, AND I DON'T RECALL HIS LAST NAME. AND I
23 DID ANOTHER MOVE WITH AN ARLY BARR, AND I WORKED
24 WITH SEAN HIMSELF. I WORKED WITH THREE OTHER
25 INDIVIDUALS BESIDES MYSELF ON MOVES OTHER THAN SEAN.

DIRECT EXAMINATION RESUMED BY MR. STEPHENS:

Q. DID ANY OF THOSE INDIVIDUALS YOU JUST NAMED WORK
FULL-TIME FOR SEAN?

A. I HAVE - I DON'T KNOW.

Q. DO YOU KNOW IF ANY OF THEM HAD OTHER JOBS?

A. I DON'T KNOW.

Q. DID SEAN WORK EVERY DAY THAT HE HAD A JOB?

A. NO, SIR.

Q. WERE THERE DAYS WHERE YOU WOULD DO A JOB WITH ONE OF
THESE OTHER EMPLOYEES BUT NOT WITH SEAN?

A. YES, SIR.

Q. DID SEAN WORK SOME OF THE JOBS HIMSELF?

A. HE DID, YES, SIR.

Q. HOW MANY JOBS DID YOU DO FOR SEAN'S COMPANY?

A. IT STARTED SLOW WHEN I FIRST MET HIM, NOT MANY. ONE
OR TWO OVER THE FIRST COUPLE OF MONTHS AND THEN IT
STARTED TO PICK UP AND THEN WE GOT TO WHERE I COULD
DO THREE, FOUR OR FIVE A WEEK, YOU KNOW, UP THROUGH
JULY AND AUGUST. WE GOT BUSY TO WHERE HE WAS DOING
TWO JOBS A DAY. SO, I WOULD DO ONE A DAY, YOU KNOW,
SOME DAYS FIVE DAYS A WEEK, SOME DAYS, DEPENDING ON
THE WORK LOAD.

Q. HOW MANY JOBS DO YOU THINK YOU DID IN TOTAL FOR
SEAN?

A. I'D SAY TEN OR 15.

1 Q. OKAY. LET ME ASK YOU TO SORT OF BREAK IT DOWN WITH
2 HOW MANY YOU DID WITH EACH OF THE OTHER PEOPLE THAT
3 WORKED THERE. HOW MANY DO YOU THINK YOU DID WITH
4 SEAN HIMSELF?

5 A. PROBABLY THREE OR FOUR.

6 Q. AND HOW MANY WITH DAVID?

7 A. HE, I WORKED THE MOST WITH. PROBABLY SIX, SEVEN.

8 Q. OKAY. HOW MANY WITH KEN?

9 A. JUST A FEW. TWO OR THREE.

10 Q. HOW MANY WITH ARLY?

11 A. THREE, EXACTLY.

12 Q. OKAY. AND YOUR HONOR, IT WAS DEMONSTRATIVE
13 EVIDENCE, BUT IF I COULD CALL YOUR ATTENTION TO THE
14 CHART I HANDED UP AND IT'S BASED ON THE OFFICIAL
15 RECORDS IN E-MOVE'S PAYMENTS TO MR. UNTERKOEFLER TO
16 SHOW HOW MANY JOBS PER DAY AND TO SHOW THE TREND.
17 HOW MUCH NOTICE DID YOU GET OF ANY PARTICULAR JOB?

18 A. YOU KNOW, IT COULD BE A COUPLE OF DAYS OR IT COULD
19 BE THE DAY OF IF I WAS ABLE TO DO IT. I MEAN, IT
20 VARIED.

21 Q. DID YOU HAVE TO ACCEPT JOBS OR DID YOU HAVE TO TURN
22 DOWN SOME JOBS BECAUSE OF YOUR OTHER JOB?

23 A. I HAD TO TURN DOWN SOME.

24 Q. WHEN YOU GOT HIRED BY SEAN, DID YOU HAVE A
25 CONVERSATION WITH HIM ABOUT HIS BUSINESS?

1 A. I DID.

2 Q. OKAY. WOULD YOU TELL THE COMMISSIONER ABOUT WHAT
3 SEAN TOLD YOU ABOUT HIS BUSINESS?

4 A. HE JUST STATED THAT BASICALLY IT WAS THROUGH THE
5 WEBSITE, THAT U-HAUL HAD A WEBSITE IN WHICH PEOPLE
6 WOULD SAY MOVE FROM - HE USED THE EXAMPLE OF
7 PENNSYLVANIA, THAT U-HAUL WOULD HAVE A CREW THAT
8 WOULD LOAD THE TRUCK IN PENNSYLVANIA AND IF THEY
9 WERE MOVING HERE, THEIR CREW, THAT HIS CREW WOULD BE
10 THE ONE TO UNLOAD WHEN THEY ARRIVED IN MYRTLE BEACH
11 AND VICE VERSA, THAT HE WOULD LOAD A TRUCK SOMETIMES
12 FOR PEOPLE MOVING OUT OF TOWN AND IT WENT BOTH WAYS.

13 Q. HOW DID HE CHARACTERIZE HIS RELATIONSHIP WITH U-
14 HAUL?

15 A. THAT THEY HAD TO SUBCONTRACT OUT THE WORK BECAUSE
16 THERE'S NO WAY FOR U-HAUL TO HAVE ENOUGH MANPOWER
17 THROUGHOUT THE COUNTRY TO BE ABLE TO DO THE WORK
18 THAT THEY DID.

19 Q. DID YOU - OF THE JOBS THAT YOU DID, DID THEY ALL
20 INVOLVE A RENTED U-HAUL TRUCK OR WERE THERE OTHER
21 MOVING RENTAL COMPANIES THAT ---

22 A. NO, EXCLUSIVELY U-HAUL.

23 Q. DID SEAN EXPLAIN TO YOU HOW HE GOT PAID FOR THE
24 JOBS?

25 A. HE DID.

1 Q. WHAT DID HE TELL YOU?

2 A. HE SAID THAT THEY JUST BASICALLY AT THE END OF THE
3 MOVE, IF THE, YOU KNOW, IF THE CUSTOMER WAS HAPPY
4 WITH THE MOVE, THEY GAVE HIM A CODE AND HE WOULD GO
5 BACK ON THE U-HAUL WEBSITE AND HE WAS PAID THROUGH A
6 PAYPAL ACCOUNT.

7 Q. DID ANYBODY EVER PAY YOU DIRECTLY, I MEAN, OTHER
8 THAN SEAN?

9 A. NO, SIR.

10 Q. DID YOU HAVE ANY EMPLOYEES OF YOUR OWN?

11 A. I DID NOT, NO, SIR.

12 Q. DID YOU EVER TALK TO SEAN ABOUT WORKERS' COMP?

13 A. I DID.

14 Q. WHEN DID YOU HAVE THAT CONVERSATION?

15 A. RIGHT WHEN I STARTED.

16 Q. AND WOULD YOU DESCRIBE THAT CONVERSATION FOR US?

17 A. WELL, IT BASICALLY CAME OUT OF MY CONCERN FROM
18 WORKING, KNOWING WHAT WE DID, YOU KNOW, IN MOVING
19 AND THE POSSIBILITY OF INJURIES. AND HE SAID THAT
20 HE WAS COVERED, HE HAD WORKMAN'S COMP AND LIABILITY
21 NOT ONLY FOR THE EMPLOYEES THAT WORKED FOR HIM BUT
22 FOR ALSO THE CUSTOMER IN CASE WE DAMAGED ANY OF THE
23 FURNITURE AND THINGS LIKE THAT, THAT THE FURNITURE
24 WOULD BE COVERED, ALSO, IF WE WERE TO DROP
25 SOMETHING. AND THAT WAS THE BASIS OF MY DECISION TO

1 WORK FOR HIM, KNOWING THAT, YOU KNOW, THERE WAS A
2 CHANCE OF INJURY AND I WANTED TO MAKE SURE THAT IF
3 SOMETHING DID HAPPEN THAT I WAS COVERED.

4 Q. AFTER YOUR INJURY, DID YOU HAVE ANY CONVERSATION
5 WITH SEAN ABOUT WORKERS' COMP?

6 A. HE WOULD NOT RETURN MY PHONE CALL.

7 Q. AND LET'S TALK ABOUT YOUR ACCIDENT. DID YOU HAVE AN
8 ACCIDENT WHILE YOU WERE WORKING FOR SEAN?

9 A. I DID, YES, SIR.

10 Q. WHAT WAS THE DATE OF THE ACCIDENT?

11 A. IT WAS AUGUST 21ST OF 2010.

12 Q. OKAY. WHO WERE YOU WORKING WITH ON THAT JOB?

13 A KENNETH, IN CAROLINA BEACH, NORTH CAROLINA.

14 Q. AND WOULD YOU DESCRIBE WHAT HAPPENED?

15 A. WE HAD GOT A DOLLY, AN APPLIANCE DOLLY AND WE WERE
16 COMING DOWN AN INTERIOR CONCRETE STAIRWELL, I DON'T
17 KNOW, 20, 25 STEPS ON THE INTERIOR. AND KEN WAS ON
18 TOP AND HAD THE APPLIANCE DOLLY AND I WAS UNDERNEATH
19 HOLDING IT. AND AS WE GOT DOWN TO THE SECOND STAIR,
20 HE LET GO OF IT AND I BACKTRACKED AND KIND OF RAN
21 AWAY FROM THE STACK, ALL THE WAY DOWN AND THE
22 EXTERIOR DOOR LEADING TO THE OUTSIDE HAD ONE OF THE
23 LOCKING BARS ON IT AND AS I PUSHED TO GET OUT, THE
24 WASHER AND DRYER PINNED MY WHOLE RIGHT SIDE UP
25 AGAINST THE WALL. AND TOOK THIS FINGERNAIL HERE, MY

1 LITTLE FINGER AND COMPLETELY INVERTED IT BACKWARDS
2 TO WHERE IT WAS HERE. IT CRUSHED MY HAND TO WHERE I
3 HAD TO HAVE STITCHES, AND I THINK IT WAS SOMEWHERE
4 AROUND THE NEIGHBORHOOD OF ABOUT 35 OR 40 STITCHES.
5 THIS HAND WAS - THIS FINGER WAS COMPLETELY CRUSHED.
6 I HAD STITCHES ON BOTH SIDES OF THIS FINGER, PLUS
7 ---

8 Q. IS THAT YOUR RING FINGER THAT YOU'RE SPECIFICALLY
9 POINTING TO?

10 A. YES, SIR, MY RING FINGER HERE. THERE WAS STITCHES
11 ON BOTH SIDES. IT COMPLETELY GOT CRUSHED. MY
12 LITTLE FINGER WAS THE ONLY ONE THAT CAME OUT. AND
13 IT WAS HERE AND THAT WAS BASICALLY IT, THE WAY IT
14 CRUSHED MY HAND UP AGAINST THE WALL.

15 Q. OKAY. DID YOU INJURE ANYTHING OTHER THAN WHAT YOU
16 HAVE JUST DESCRIBED?

17 A. I DID. MY SHOULDER, IT'S THE ROTATOR CUFF. NOW,
18 COME TO FIND OUT, AND MY SCAPULA. THE WHOLE RIGHT
19 SIDE WAS PINNED UP AGAINST THE WALL.

20 Q. OKAY. ANY OTHER PROBLEM WITH YOUR ARM?

21 A. MY ELBOW, EVERYTHING, JUST LIMITED MOVING. MY
22 WRIST, I'VE GOT THE KNOT HERE ON MY WRIST NOW TO
23 WHERE, YOU KNOW, DR. LEAK HAD EXAMINED THAT AND JUST
24 LIMITED MOVEMENT ON MY RIGHT SIDE.

25 Q. OKAY. AND WHILE WE'RE HERE, I'D LIKE YOU TO SHOW

1 SPECIFICALLY TO THE COMMISSIONER WHERE THE SCARS ARE
2 AND THE BUMP ON YOUR RIGHT WRIST.

3 A. IT'S ALL THROUGH HERE NOW, IT'S GOTTEN ---

4 **BY COMMISSIONER ROCHE:**

5 HE'S INDICATING ON THE TOP OF HIS WRIST.

6 **BY THE WITNESS:**

7 YOU CAN SEE WHERE IT'S COMING OUT NOW AND IT
8 LIMITS MY MOTION. I HAVE NO MOVEMENT AT ALL IN MY
9 LITTLE FINGER.

10 **BY COMMISSIONER ROCHE:**

11 THE LITTLE FINGER IS DEFORMED AND BENT.

12 **BY THE WITNESS:**

13 I HAD STITCHES ALONG THAT SIDE OF MY RING
14 FINGER HERE, THERE AND HERE. AND I HAD STITCHES
15 THERE ON THIS SIDE AND ALSO ON THIS SIDE HERE, PLUS
16 STITCHES ON THE PALM OF MY HAND FROM THE CRUSH
17 INJURY THERE.

18 **BY COMMISSIONER ROCHE:**

19 OKAY.

20 **DIRECT EXAMINATION RESUMED BY MR. SAMUELS:**

21 Q. DID YOU GO TO THE EMERGENCY ROOM IN CAROLINA BEACH?

22 A. I DID. I WENT TO NEW HANOVER MEDICAL CENTER IN
23 WILMINGTON ABOUT 45 MILES AWAY.

24 Q. HOW DID YOU GET THERE?

25 A. KENNETH DROVE ME.

1 Q. AND AFTER THAT, DID YOU FOLLOW UP WITH AN
2 ORTHOPAEDIC SURGEON IN MYRTLE BEACH?

3 A. I DID, DR. ROB LEAK, YES, SIR.

4 Q. DID YOU HAVE ANY WAY OF PAYING FOR DR. LEAK'S
5 SERVICES?

6 A. I DID NOT.

7 Q. WHY WAS DR. LEAK WILLING TO EVEN SEE YOU AT ALL?

8 A. I WAS A SOCCER COACH AT THE Y.M.C.A. AND COACHED HIS
9 DAUGHTER IN SOCCER.

10 Q. AFTER YOUR SURGERY, DID YOU HAVE ANY ADDITIONAL
11 TREATMENT THAT WAS RECOMMENDED THAT YOU WERE NOT
12 ABLE TO GET?

13 A. PHYSICAL THERAPY, YES, SIR. I CONTACTED THE
14 PHYSICAL THERAPIST COMPANY AND WITH THE INABILITY OF
15 NOT HAVING THE ABILITY TO PAY, THEY DECLINED TO
16 OFFER ME SERVICES.

17 Q. DO YOU STILL OWE MONEY FOR THE MEDICAL TREATMENT YOU
18 HAVE RECEIVED?

19 A. I DO AT ALL PLACES, CAROLINA MEDICAL PLUS GRAND
20 STRAND AND DR. ROB LEAK.

21 Q. NOW, SINCE THAT INITIAL TREATMENT IN 2010, HAVE YOU
22 BEEN ABLE TO RETURN TO DR. LEAK?

23 A. JUST RECENTLY, YES, SIR, I DID. I DID.

24 Q. AND WHAT IS YOUR UNDERSTANDING OF WHAT ADDITIONAL
25 TREATMENT YOU WILL NEED FOR YOUR SHOULDER AND YOUR

1 HAND AND ARM?

2 A. ACCORDING TO ROB LEAK, IT'S ROTATOR CUFF ---

3 BY MR. DANLEY:

4 OBJECTION.

5 BY THE WITNESS:

6 I'M NOT ABLE TO ---

7 BY MR. DANLEY:

8 UNLESS IT'S IN THE MEDICAL RECORDS, IT'S
9 OBVIOUSLY HEARSAY.

10 BY THE WITNESS:

11 YEAH, IT'S ON THE ---

12 BY COMMISSIONER ROCHE:

13 I'M GOING TO SUSTAIN THE OBJECTION TO HEARSAY.

14 BY THE WITNESS:

15 IT'S MY LIMITED RANGE ---

16 DIRECT EXAMINATION RESUMED BY MR. STEPHENS:

17 Q. I'M GOING TO STOP YOU FOR A SECOND. COMMISSIONER
18 HAS ASKED YOU TO - SHE SUSTAINED THE OBJECTION AND
19 YOU CAN'T SAY WHAT THE DOCTOR TOLD YOU.

20 A. OKAY.

21 Q. I WOULD ASK YOU WHAT IS YOUR UNDERSTANDING OF WHAT
22 YOU REQUIRE FOR ADDITIONAL TREATMENT?

23 A. I HAVE AN ADHESION ON MY RIGHT SCAPULA IN THE BACK
24 THAT LIMITS MY MOVEMENT OF MY ARM GOING UP TO ABOUT
25 RIGHT HERE. ADDITIONAL ROTATOR CUFF OR ARTHROSCOPIC

1 ROTATOR CUFF SURGERY. I HAVE - THIS BONE IS GOING
2 TO BE RE-BROKEN. THEY'RE GOING TO TURN MY FINGER
3 BACK IN AND REMOVE THE SCAR TISSUE OUT OF MY RIGHT
4 ---

5 **BY MR. DANLEY:**

6 YOUR HONOR, AGAIN, HIS UNDERSTANDING HAS TO
7 EITHER BE BASED ON RECORDS THAT ARE IN EVIDENCE OR
8 SOMETHING A DOCTOR TOLD HIM.

9 **BY COMMISSIONER ROCHE:**

10 YEAH, AND I'M GOING TO GET ALL THAT FROM THE
11 MEDICALS.

12 **BY MR. SAMUELS:**

13 OKAY.

14 **DIRECT EXAMINATION RESUMED BY MR. SAMUELS:**

15 Q. LET ME ASK YOU ABOUT YOUR CURRENT WORK SITUATION.
16 ARE YOU ABLE TO DO ANY FURNITURE MOVING BECAUSE OF
17 THE HAND, ARM AND SHOULDER INJURY?

18 A. NO, SIR.

19 Q. WAS THERE ANY PERIOD OF TIME WHERE YOU WERE
20 COMPLETELY OUT OF WORK BECAUSE OF THIS INJURY?

21 A. YES, SIR.

22 Q. AND WHAT PERIOD OF TIME WAS THAT?

23 A. PAST THE INITIAL INJURY AFTER SURGERY, I WAS IN A
24 HARD CAST FOR 12 WEEKS, HAD PINS FOR A FOLLOWING
25 FOUR WEEKS, WENT BACK AND HAD THE PINS REMOVED AND

1 THEN JUST THE RECOVERY TIME, SO UNTIL ABOUT JANUARY
2 OR FEBRUARY OF 2011.

3 Q. WOULD YOU HAVE BEEN ABLE TO WAIT TABLES WITH YOUR
4 RIGHT ARM IN A HARD CAST WITH PINS IN IT?

5 A. NO, SIR.

6 Q. AND YOU WERE ABLE TO WAIT TABLES AFTER THAT. IS
7 THAT CORRECT?

8 A. YES, SIR, I WAS.

9 Q. AND YOU RETURNED TO WORK AT OUTBACK?

10 A. I DID, YES, SIR.

11 Q. AND YOU WORKED CONTINUOUSLY AT OUTBACK THROUGH ABOUT
12 MID OCTOBER OF 2011.

13 A. YES, SIR, I DID.

14 Q. AT THAT POINT, DID YOU HAVE ANOTHER MINOR UNRELATED
15 ACCIDENT INVOLVING YOUR ARM?

16 A. I DID, YES, SIR.

17 Q. OKAY. WHAT HAPPENED?

18 A. I WAS RAKING BEHIND MY APARTMENT FENCE AND WAS
19 BACKING UP WITH A RAKE AND STEPPED ON A STUMP AND
20 THERE WAS AN OLD PIECE OF METAL FROM A BATHROOM AND
21 I FELL ON MY LEFT SIDE AND RAN MY RIGHT SIDE ACROSS
22 THE GROUND AND THEN SCRATCHED THE PIECE OF METAL,
23 WHICH I HAD TO HAVE SUTURES IN MY RIGHT WRIST AND
24 FOREARM.

25 BY MR. SAMUELS:

1 YOUR HONOR, WE'RE NOT ASKING FOR TEMPORARY
2 TOTAL. WE'RE JUST CLARIFYING THAT HE WAS OUT OF
3 WORK FOR A PERIOD OF TIME BECAUSE OF THIS UNRELATED
4 INJURY AND THEN RETURNED TO WORK.

5 **DIRECT EXAMINATION RESUMED BY MR. SAMUELS:**

6 Q. AND YOU DID RETURN TO WORK AT OUTBACK. IS THAT
7 CORRECT?

8 A. I DID, YES, SIR.

9 Q. AND YOU'RE WORKING THERE NOW?

10 A. I AM, YES, SIR.

11 Q. AND DID THAT CUT IN YOUR ARM AFFECT ANY OTHER PART
12 OF YOUR PREVIOUS INJURY?

13 A. NO, SIR.

14 **BY MR. SAMUELS:**

15 I HAVE NO FURTHER QUESTIONS. PLEASE ANSWER ANY
16 QUESTIONS THE OTHER ATTORNEYS HAVE FOR YOU.

17 **BY COMMISSIONER ROCHE:**

18 ALL RIGHT. MR. DANLEY?

19 **BY MR. DANLEY:**

20 THANK YOU, COMMISSIONER.

21 **CROSS EXAMINATION BY MR. DANLEY:**

22 Q. MR. FERGUSON, AS I UNDERSTAND IT, YOU WERE - YOU
23 BEGAN TO WORK FOR OR WITH SEAN UNTERKOEFLER SOMETIME
24 AROUND MAY OF 2010. IS THAT CORRECT?

25 A. YES, SIR, APPROXIMATELY, YES, SIR.

1 Q. AND FROM APPROXIMATELY MAY OF 2010 UNTIL AUGUST 21
2 OF 2010, YOUR TESTIMONY IS THAT YOU DID
3 APPROXIMATELY 17 JOBS. AND I ARRIVED AT THAT
4 BECAUSE YOU SAID YOUR - YOUR TESTIMONY WAS THAT WITH
5 DAVID COATES, YOU WORKED SIX TO SEVEN JOBS. WITH
6 KENNETH, WHOSE LAST NAME YOU DON'T RECALL, YOU DID
7 TWO TO THREE JOBS. ARLY BARR, YOU DID THREE JOBS.
8 AND WITH SEAN UNTERKOEFLER, YOU DID THREE TO FOUR
9 JOBS.

10 A. YES, SIR.

11 Q. SO, FROM MAY, JUNE, JULY TO AUGUST 21, YOU DID
12 APPROXIMATELY FIVE JOBS PER MONTH, ON AVERAGE.
13 SOUND ABOUT RIGHT? IS THAT CORRECT?

14 A. YES, SIR. A LITTLE SLOWER AT THE BEGINNING. I
15 MEAN, I ONLY DID - AND THEN, IT PICKED UP AT THE
16 END, YES, SIR. BUT AN AVERAGE, I GUESS YOU COULD
17 SAY YEAH, YES, SIR.

18 Q. AND OF COURSE, YOU WERE CONTINUING TO WORK FULL-TIME
19 FOR OUTBACK RESTAURANT, CORRECT?

20 A. YES, SIR.

21 Q. AND IF MR. FERGUSON, I APOLOGIZE, MR. UNTERKOEFLER
22 HAD A JOB THAT CONFLICTED WITH YOUR EMPLOYMENT AT
23 OUTBACK, OBVIOUSLY, YOU WOULDN'T HAVE BEEN ABLE TO
24 TAKE THE JOB THAT WAS OFFERED BY UNTERKOEFLER. IS
25 THAT CORRECT?

1 A. YES, SIR.

2 Q. YOU CAME TO KNOW MR. FERGUSON THROUGH DAVID COATES.
3 IS THAT CORRECT?

4 A. MR. UNTERKOEFLER?

5 Q. I APOLOGIZE. UNTERKOEFLER?

6 A. YES, SIR, I DID.

7 Q. AND YOU DON'T KNOW OF THE RELATIONSHIP - YOU DON'T
8 KNOW WHAT THE RELATIONSHIP WAS BETWEEN UNTERKOEFLER
9 AND DAVID COATES IN TERMS OF THEIR, HIS EMPLOYMENT.
10 IS THAT CORRECT? IN OTHER WORDS, ALL YOU KNEW IS
11 THAT DAVID COATES WORKED FOR OR WITH MR.
12 UNTERKOEFLER. IS THAT CORRECT?

13 A. WORKS FOR MR. UNTERKOEFLER IS WHAT HE SAID, THAT HE
14 WORKED WITH HIM AND COULD GET ME A JOB.

15 **BY MR. DANLEY:**

16 WELL, I MOVE TO STRIKE THAT AS HEARSAY,
17 COMMISSIONER.

18 **CROSS EXAMINATION RESUMED BY MR. DANLEY:**

19 Q. YOU WERE NEVER AROUND WHEN UNTERKOEFLER PAID DAVID
20 COATES FOR THE WORK THAT HE DID. IS THAT CORRECT?

21 A. THERE WERE DAYS THAT WE GOT PAID TOGETHER, I MEAN,
22 AS FAR AS THE JOB THAT WE WOULD DO AND WE'D SEE SEAN
23 AT THE SAME TIME AND HE WOULD PAY US TOGETHER AT THE
24 SAME TIME FOR THE JOB WE DID.

25 Q. ALL RIGHT. MR. FERGUSON, YOU RECALL THAT I TOOK

1 YOUR DEPOSITION BACK ON MARCH 8TH OF THIS YEAR IN
2 YOUR LAWYER'S OFFICE.

3 A. RIGHT.

4 Q. AND IN THAT DEPOSITION, I ASKED YOU, QUESTION, WERE
5 YOU EVER AROUND TO SEE HIM, REFERRING TO MR.
6 UNTERKOEFLER, PAY THE GENTLEMAN THAT YOU WORKED
7 WITH? AND YOUR ANSWER TO ME WAS NO, SIR. SO, YOU
8 WERE NEVER AROUND TO SEE UNTERKOEFLER EVER PAY DAVID
9 COATES. ISN'T THAT CORRECT?

10 A. WE WERE PAID AT THE SAME TIME ON CERTAIN OCCASIONS.
11 WHAT HE PAID HIM, I HAVE NO IDEA. I THOUGHT THE
12 QUESTION WAS DO I KNOW HOW MUCH MR. COATES GOT PAID.

13 Q. WELL, I DIDN'T ASK YOU IN THE DEPOSITION IF YOU KNEW
14 HOW MUCH HE PAID YOU, OR PAID HIM.

15 A. RIGHT.

16 Q. I ASKED YOU IF YOU WERE EVER AROUND WHEN MR.
17 UNTERKOEFLER PAID DAVID COATES, AND YOUR ANSWER WAS
18 NO. THAT BEING THE CASE, THEN, YOU DON'T KNOW HOW
19 DAVID COATES WAS PAID BY UNTERKOEFLER. IS THAT
20 CORRECT?

21 A. THAT'S TRUE, YES, SIR. YES.

22 Q. AND YOU DON'T KNOW WHETHER OR NOT DAVID COATES WAS
23 EVEN AN EMPLOYEE OF UNTERKOEFLER AS OPPOSED TO AN
24 INDEPENDENT CONTRACTOR. IS THAT CORRECT?

25 A. YEAH, THAT'S CORRECT.

1 Q. AND YOU INDICATED THAT THE OTHER EMPLOYEE WAS A
2 GENTLEMAN BY THE NAME OF ARLY BARR. YOU ONLY DID
3 THREE JOBS WITH ARLY BARR. IS THAT CORRECT?

4 A. YES, SIR.

5 Q. AND YOU WERE NEVER AROUND WHEN UNTERKOEFLER PAID
6 ARLY BARR. IS THAT CORRECT?

7 A. YES, SIR.

8 Q. TO MAKE SURE ---

9 A. THAT IS CORRECT.

10 Q. ALL RIGHT. YOU NEVER SAW UNTERKOEFLER PAY ARLY
11 BARR, CORRECT?

12 A. RIGHT, CORRECT.

13 Q. AND SO, YOU DON'T KNOW WHETHER OR NOT ARLY BARR WAS
14 AN EMPLOYEE OF UNTERKOEFLER AS OPPOSED TO AN
15 INDEPENDENT CONTRACTOR, CORRECT?

16 A. CORRECT.

17 Q. AND FROM WHAT I GATHERED FROM YOUR TESTIMONY ON
18 DIRECT EXAMINATION, IF WE EXCLUDED SEAN UNTERKOEFLER
19 IN THE COUNT OF EMPLOYEES, WE ONLY HAVE THREE
20 PERSONS WHO, ASSUMING THAT THEY WERE EVEN EMPLOYEES,
21 THERE WOULD BE ONLY THREE PERSONS WHO WORKED FOR
22 SEAN UNTERKOEFLER - WELL, STRIKE THAT. DAVID COATES
23 HAD ANOTHER JOB THAT HE WORKED FULL-TIME. IS THAT
24 CORRECT?

25 A. I HAVE NO IDEA.

1 Q. WHAT ABOUT KENNETH, THIS OTHER PERSON WHOSE NAME YOU
2 CAN'T RECALL?

3 A. I DON'T KNOW.

4 Q. ALL RIGHT. WHAT ABOUT ARLY BARR?

5 A. I HAVE NO IDEA.

6 Q. WEREN'T THERE TIMES WHEN SEAN UNTERKOEFLER WOULD GET
7 A JOB THROUGH E-MOVE AND WOULD JUST PASS THAT JOB ON
8 TO YOU TO HANDLE?

9 A. YES, THE JOB I GOT INJURED ON.

10 Q. EXCUSE ME?

11 A. LIKE THE JOB I GOT INJURED ON, RIGHT. HE WOULD CALL
12 ME AND LET ME KNOW THE LOCATION TO BE, CALL ME AND
13 GIVE ME THE ADDRESS AND THE NAME OF THE CLIENT AND
14 THEIR PHONE NUMBER AND TELL US TO BE THERE.

15 Q. ALL RIGHT. AND THE PAYMENT FOR THAT PARTICULAR JOB
16 THAT MR. UNTERKOEFLER PASSED ON TO YOU, YOU GOT ALL
17 OF THE MONEY FROM THAT JOB. ISN'T THAT CORRECT?

18 A. I HAVE NO IDEA. I MEAN, I GAVE HIM THE CODE. SEAN
19 DID EVERYTHING ON PAYPAL. I NEVER WENT IN AND GOT
20 PAID BY MYSELF. I NEVER HAD A CODE, EVER. THE
21 CLIENT WOULD ACTUALLY TALK TO SEAN ON THE PHONE.
22 THE CLIENT WOULD GIVE SEAN THE CODE. SEAN WOULD GET
23 THE MONEY AND THEN PAY US EVERY TIME. I NEVER GOT
24 MONEY DIRECTLY FROM ANYONE.

25 Q. ALL RIGHT. WEREN'T THERE TIMES WHEN MR.

1 UNTERKOEFLER WOULD GET PAYMENT USING THE CODE AND,
2 ASSUMING THE AGREED UPON PRICE FOR THE MOVE WAS
3 \$174, MR. UNTERKOEFLER WOULD PAY THAT \$174 TO YOU?

4 A. I NEVER KNEW WHAT THE EXACT TOTAL OF THE PAYMENT WAS
5 TO SEAN. I NEVER EVEN - HE WOULD NEVER SAY \$174 FOR
6 THIS. HE JUST PAID ME THE MONEY THAT HE PAID ME.

7 Q. WERE THERE TIMES WHEN YOU WERE PAID OTHER THAN JUST
8 BY THE HOUR BY SEAN UNTERKOEFLER?

9 A. NO.

10 Q. WERE THERE TIMES WHEN YOU HAD TO DO A PARTICULAR
11 MOVE AND YOU CALLED A PERSON TO ASSIST YOU IN MAKING
12 THAT MOVE?

13 A. NO, SIR.

14 Q. WHEN YOU INITIALLY FILED YOUR FORM 50 REQUEST FOR
15 HEARING, YOU DID NOT ALLEGE YOUR RIGHT SHOULDER AS
16 AN INJURED BODY PART. ISN'T THAT CORRECT?

17 A. I DID NOT, NO, SIR.

18 Q. IT WAS ONLY AFTER WE TOOK YOUR DEPOSITION ON MARCH
19 8TH OF THIS YEAR THAT YOU FIRST MENTIONED TO ANYONE
20 THAT YOU HAD SUSTAINED AN INJURY TO YOUR RIGHT
21 SHOULDER. ISN'T THAT CORRECT?

22 A. YES, SIR.

23 Q. AND YOU NEVER MENTIONED A RIGHT SHOULDER INJURY TO
24 ANY OF THE PHYSICIANS THAT WERE TREATING YOU FOR
25 YOUR RIGHT HAND INJURY. IS THAT CORRECT?

1 A. YES, SIR.

2 **BY MR. DANLEY:**

3 THANK YOU, COMMISSIONER. THOSE ARE ALL THE
4 QUESTIONS I HAVE FOR MR. FERGUSON AT THIS POINT.

5 **BY COMMISSIONER ROCHE:**

6 ALL RIGHT. MS. CROSS AND MR. LACY?

7 **CROSS EXAMINATION BY MS. CROSS:**

8 Q. I ONLY HAVE A FEW QUESTIONS FOR YOU, MR. FERGUSON.
9 YOU WEREN'T AN OWNER OR A PARTNER IN UNITED STAND
10 MOVING. IS THAT CORRECT?

11 A. NO.

12 Q. SO, YOU WOULD HAVE TO DEFER TO MR. UNTERKOEFLER'S
13 DEFINITION OF WHAT HIS RELATIONSHIP WAS WITH E-MOVE.
14 IS THAT CORRECT?

15 A. YES.

16 Q. AND YOU WOULD ALSO HAVE TO DEFER TO HIS
17 UNDERSTANDING AS TO WHETHER OR NOT HE WAS A
18 SUBCONTRACTOR OF E-MOVE OR NOT. IS THAT CORRECT?

19 A. YES.

20 Q. YOU WOULD ALSO HAVE TO DEFER TO MR. UNTERKOEFLER AS
21 TO WHETHER HE EXCLUSIVELY USED U-HAUL TRUCKS IN HIS
22 MOVES. IS THAT CORRECT?

23 A. YES.

24 Q. YOU WOULD ALSO HAVE TO DEFER TO MR. UNTERKOEFLER IN
25 WHETHER OR NOT HE HAD ANY EMPLOYEES. IS THAT

1 CORRECT?

2 A. YES.

3 Q. YOU WOULD ALSO HAVE TO DEFER TO MR. UNTERKOEFLER'S
4 TESTIMONY AS TO WHETHER HE HAD ANY DIRECT CONTACT
5 WITH HIS CUSTOMERS AND HOW MUCH CONTACT HE HAD WITH
6 HIS CUSTOMERS. IS THAT CORRECT?

7 A. YES.

8 Q. YOU WOULD HAVE TO DEFER TO MR. UNTERKOEFLER IN HOW
9 HIS PAYMENTS WERE RECEIVED BY HIM AND HIS COMPANY.
10 IS THAT CORRECT?

11 A. YES.

12 **BY MS. CROSS:**

13 THAT'S ALL THE QUESTIONS I HAVE, COMMISSIONER.

14 **BY COMMISSIONER ROCHE:**

15 OKAY. MR. SAMUELS?

16 **RE-DIRECT EXAMINATION BY MR. SAMUELS:**

17 Q. GEORGE, DO YOU HAVE ANY REASON TO BELIEVE ARLY BARR,
18 KENNETH HILL AND DAVID COATES WERE TREATED ANY
19 DIFFERENT THAN YOU IN TERMS OF THEIR EMPLOYMENT
20 RELATIONSHIP WITH SEAN UNTERKOEFLER?

21 A. NO, SIR.

22 Q. FROM YOUR OBSERVATIONS, PERSONAL OBSERVATIONS, WERE
23 THEY TREATED THE SAME WAY YOU WERE?

24 A. YES.

25 Q. AND WHO TOLD YOU WHERE YOU HAD TO GO TO DO A JOB?

1 A. SEAN.

2 Q. DO YOU KNOW WHO TOLD THEM WHERE TO GO TO DO A JOB?

3 A. SEAN.

4 Q. WHO TOLD YOU THE SCOPE OF WHAT THE JOB WAS?

5 A. SEAN.

6 Q. DID ARLY BARR, KENNETH HILL OR DAVID COATES SUPPLY
7 ANY EQUIPMENT THAT YOU SAW THEM USE ON A JOB?

8 A. NO, SIR.

9 Q. WHO SUPPLIED THE EQUIPMENT?

10 A. SEAN AND U-HAUL. EVERYTHING WE USED WAS THROUGH U-
11 HAUL.

12 Q. I WANT TO MAKE CLEAR, WHEN MR. DANLEY ASKED YOU IF
13 SEAN PASSED ANY JOBS ON TO YOU ---

14 A. RIGHT.

15 Q. DID YOU INTERPRET THAT QUESTION TO MEAN DID HE TELL
16 YOU WHERE TO GO AND WHAT TO DO, OR DID HE ACTUALLY
17 GIVE YOU THE JOB AS A SUBCONTRACTOR AND LET YOU DEAL
18 WITH ALL THE EXPENSES AND PAYING HELPERS AND SO ON?

19 A. NO, HE JUST TOLD ME WHERE TO GO AND WHAT TO DO.

20 Q. REGARDING THE NUMBER OF JOBS THAT YOU WERE DOING,
21 FROM THE RECORDS WE HAVE, IT APPEARS THAT SEAN ONLY
22 HAD, ONLY COMPLETED TWO JOBS IN MARCH, FOUR IN
23 APRIL, FOUR IN MAY, TEN IN JUNE, 22 IN JULY, AND 32
24 IN AUGUST. DOES THAT SOUND ABOUT RIGHT, WITH WHAT
25 YOUR UNDERSTANDING WAS AS FAR AS THE WORK LOAD IS?

1 A. YES, SIR.

2 Q. WHEN YOU TALKED ABOUT THE JOBS YOU DID, WHAT TIME
3 PERIOD WERE YOU THE MOST BUSY WORKING FOR SEAN?

4 A. JUNE, JULY AND AUGUST. BASICALLY, JULY AND AUGUST
5 UP UNTIL MY INJURY.

6 Q. NOW, YOU WERE ASKED ABOUT REPORTING TO DOCTORS.
7 WHAT WAS THE MOST ACUTE PROBLEM AT THE TIME OF YOUR
8 INITIAL ACCIDENT?

9 A. THE MULTIPLE FRACTURES IN MY LITTLE FINGER.

10 Q. DID THEY HAVE TO TREAT YOU IN THE EMERGENCY ROOM?

11 A. YES, SIR, THEY DID.

12 Q. AND WHERE WERE YOU HURTING THE MOST?

13 A. MY LITTLE FINGER.

14 Q. DID YOU ULTIMATELY HAVE THE OPPORTUNITY TO DISCUSS
15 YOUR SHOULDER WITH YOUR SURGEON?

16 A. YES, SIR, I DID.

17 Q. NOW, MS. CROSS ASKED YOU ABOUT VARIOUS ISSUES ON
18 WHICH YOU WOULD HAVE TO DEFER TO SEAN ABOUT THINGS
19 YOU MAY NOT HAVE HAD PERSONAL KNOWLEDGE OF. YOU'RE
20 NOT THE JUDGE OF CREDIBILITY OF MR. UNTERKOEFLER IN
21 HIS DEPOSITION TESTIMONY, ARE YOU?

22 A. NO, SIR.

23 Q. BUT MR. UNTERKOEFLER DID DISCUSS HIS BUSINESS AND
24 HIS RELATIONSHIP WITH E-MOVE WITH YOU. ISN'T THAT
25 CORRECT?

1 A. YES, SIR.

2 Q. AND HOW DID HE CHARACTERIZE HIS RELATIONSHIP WITH E-
3 MOVE?

4 A. THAT HE WAS A SUBCONTRACTOR FOR U-HAUL AND HE JUST
5 TOOK CARE OF THE MOVING ASPECT OF THE BUSINESS FOR
6 THEM.

7 **BY MR. SAMUELS:**

8 THANK YOU. I HAVE NO FURTHER QUESTIONS.

9 **BY COMMISSIONER ROCHE:**

10 OKAY. MR. DANLEY?

11 **RE-CROSS EXAMINATION BY MR. DANLEY:**

12 Q. MR. FERGUSON, WHEN IS IT THAT YOU SUSTAINED THE FALL
13 IN YOUR YARD?

14 A. OCTOBER 11, 2011. OR NO, OCTOBER OF 2010.

15 Q. SO, APPROXIMATELY TWO MONTHS AFTER YOUR INJURY AT,
16 YOUR INJURY WHILE ---

17 A. NO, IT WAS OCTOBER OF 2011. IT WAS AFTER - IT WAS
18 AFTER THE RECOVERY, AFTER I STARTED BACK AT OUTBACK
19 IN FEBRUARY OF 2011. IT WOULD HAVE BEEN THAT
20 OCTOBER OF 2011 WHEN I INJURED THIS RIGHT HERE WHEN
21 I FELL.

22 Q. ALL RIGHT, SIR. AND IT WAS ONLY AFTER THAT FALL,
23 THEN, THAT YOU BROUGHT UP THE PROBLEM WITH ANYBODY
24 ABOUT YOUR RIGHT SHOULDER. IS THAT CORRECT?

25 A. NO, SIR. THAT'S NOT, SIR. I HAD A PROBLEM WITH MY

1 SHOULDER, BUT I HAD BEEN - THE ORTHOPAEDIC SURGEON,
2 I COULDN'T SEE A DOCTOR FOR MY SHOULDER. NO ONE
3 WOULD SEE ME DUE TO MY OUTSTANDING BALANCES OF
4 STRAND ORTHOPAEDICS. I ATTEMPTED TO MAKE FIVE
5 ADDITIONAL APPOINTMENTS TO SEE DR. ROB LEAK AGAIN
6 AND THEY REFUSED TO SEE ME IN THE BUSINESS OFFICE.
7 I COULDN'T GET THROUGH THE BUSINESS OFFICE WITHOUT A
8 \$350 PAYMENT. THEY WOULD NOT SEE ME. THEY REFUSED
9 TO SEE ME.

10 Q. HAVE YOU HAD AN OPPORTUNITY TO REVIEW YOUR MEDICAL
11 RECORDS RELATING TO YOUR INJURY?

12 A NOT PERSONALLY, NO. THE MEDICAL RECORDS OF MY HAND.

13 Q. ALL RIGHT, SIR. SO, IF THE RECORDS DO NOT SHOW ANY
14 INDICATION OF ANY INJURY TO YOUR RIGHT SHOULDER, YOU
15 DON'T HAVE ANY PARTICULAR REASON TO DISAGREE WITH
16 THAT, CORRECT?

17 A. RIGHT. IT'S NOT IN THE MEDICAL RECORD.

18 Q. ALL RIGHT. AND THE REQUEST FOR HEARING THAT YOU
19 FIRST FILED WAS DATED DECEMBER 14TH OF 2011. ASSUME
20 THAT TO BE CORRECT.

21 BY MR. SAMUELS:

22 YOUR HONOR, THIS HAS BEEN ASKED AND ANSWERED
23 AND IS BEYOND THE SCOPE OF RE-DIRECT.

24 BY MR. DANLEY:

25 NO, IT'S NOT. HE ASKED HIM QUESTIONS ABOUT HIS

1 RIGHT SHOULDER AND I HAVE THE RIGHT TO GO BACK INTO
2 IT, COMMISSIONER. I'LL BE FINISHED IN JUST A
3 SECOND.

4 **BY COMMISSIONER ROCHE:**

5 OVERRULED.

6 **RE-CROSS EXAMINATION RESUMED BY MR. DANLEY:**

7 Q. YOUR REQUEST, YOUR FIRST REQUEST FOR HEARING IS
8 DATED DECEMBER 14TH OF 2011. I WANT YOU TO ASSUME
9 THAT TO BE CORRECT, OKAY?

10 A. OKAY.

11 Q. IN YOUR REQUEST FOR HEARING, DECEMBER 14, 2011, THE
12 ONLY INJURY THAT YOU MENTIONED WAS YOUR RIGHT HAND
13 AND YOUR RIGHT ARM. I WANT YOU TO ASSUME THAT TO BE
14 CORRECT.

15 A. I WILL.

16 Q. YOU HAD ALREADY SUSTAINED, FROM WHAT I'M
17 UNDERSTANDING, AN INJURY TO YOUR RIGHT SHOULDER FROM
18 THE FALL. I APOLOGIZE. FROM THE ACCIDENT.

19 A. RIGHT.

20 Q. WHY DIDN'T YOU - WELL, STRIKE THAT.

21 **BY MR. DANLEY:**

22 THAT'S ALL I HAVE, COMMISSIONER.

23 **BY COMMISSIONER ROCHE:**

24 OKAY. MS. CROSS?

25 **BY MS. CROSS:**

1 NO FURTHER QUESTIONS.

2 BY COMMISSIONER ROCHE:

3 MR. SAMUELS?

4 BY MR. SAMUELS:

5 NOTHING FURTHER, YOUR HONOR. CLAIMANT RESTS.

6 BY COMMISSIONER ROCHE:

7 ANY OTHER WITNESSES FOR THE CLAIMANT?

8 BY MR. SAMUELS:

9 CLAIMANT RESTS, YOUR HONOR.

10 BY COMMISSIONER ROCHE:

11 ALL RIGHT. ANY WITNESSES FOR THE U.E.F.?

12 BY MR. DANLEY:

13 NONE, COMMISSIONER.

14 BY COMMISSIONER ROCHE:

15 ANY WITNESSES FOR THE OTHER DEFENDANTS?

16 BY MS. CROSS:

17 NONE, COMMISSIONER.

18 BY COMMISSIONER ROCHE:

19 THAT CONCLUDES THE HEARING. THANK Y'ALL.

20 (THERE BEING NO FURTHER QUESTIONS, THIS HEARING WAS
21 CONCLUDED AT THE HOUR OF 12:43 P.M.)

CERTIFICATE OF NOTARY PUBLIC
SOUTH CAROLINA WORKERS' COMPENSATION COMMISSION
COLUMBIA, SOUTH CAROLINA
WCC FILE NO. 1023143

EMPLOYEE/CLAIMANT: GEORGE FERGUSON

EMPLOYER: U-HAUL INTERNATIONAL, INC.

CARRIER: NEW HAMPSHIRE INSURANCE COMPANY

I, JILL BISHOP EDWARDS, A NOTARY PUBLIC FOR THE STATE OF SOUTH CAROLINA, DULY COMMISSIONED AND QUALIFIED AS SUCH, DO HEREBY CERTIFY THAT THE FOREGOING **39** PAGES REPRESENTS A TRUE AND ACCURATE TRANSCRIPT OF THE FOREGOING HEARING OF **GEORGE FERGUSON** TAKEN ON THE 12TH DAY OF JULY, 2012.

THAT THE WITNESS WAS DULY PLACED UNDER OATH AND ADMONISHED TO SPEAK THE WHOLE TRUTH. THAT THE ORAL HEARING WAS DULY TAKEN AND TRANSCRIBED AS TO THE QUESTIONS PROPOUNDED AND THE ANSWERS GIVEN.

THAT ALL THE OFFERED EXHIBITS, STIPULATIONS AND OBJECTIONS, IF ANY, INVOLVED IN THIS CASE ARE DULY ATTACHED OR INCLUDED HEREIN.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL THIS 14TH DAY OF JULY, 2012.

JILL BISHOP EDWARDS
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 7-14-2020

* THIS TRANSCRIPT MAY CONTAIN QUOTED MATERIAL. SUCH MATERIAL IS REPRODUCED AS READ OR QUOTED BY THE SPEAKER.

PATIENT REGISTRATION RECORD



LAST MAINT: 00
BY: Automated

ACCOLIN# 5165386	MEDICAL RECORD # 12100170	F/C S	ADMIT DATE/TIME 08/21/2010 13:32		DISCH DATE		ADM BY Automated		PATIENT TYPE E		
PATIENT NAME FERGUSON, GEORGE			BIRTHDATE	AGE 046 Y	RACE W	SEX M	M.S. D	A/C	ROOM / BED -		
DEPARTMENT MYRTLE BEACH, SC 29572-3767 LOCAL / ALTERNATE MAILING ADDRESS			RELIGION C					SUPPRESS SWITCH BOARD			
			ALTERNATE PHONE NUMBER							SPID	
			PHONE #			SSN #					
			COUNTY								
PREVIOUS STAY			ADMIT DATE		DISCHARGE DATE		PREVIOUS ACCT #				

ADMITTING DIAG/COMPLAINT SKIN INJURY							
ISOLATION	TYPE OF ISOLATION		ADM SOURCE W	ADM TYPE ER	CLINIC CODE	MED SERVICE EMR	ARRIVAL MODE W
ADMITTING PHYSICIAN MINOR, MONIQUE		PHONE	REFERRING PHYSICIAN		PHONE		
ATTENDING PHYSICIAN MORGAN, DIANA		PHONE	PRIMARY CARE PHYSICIAN		PHONE		
ACCIDENT DATE / TIME			ACCIDENT TYPE			PLACE OF ACCIDENT	

RELATIVE NAME AND ADDRESS FOSTER, CHERYL		EMERGENCY CONTACT	
RELATIONSHIP FR	PHONE # (843)385-6146	RELATIONSHIP	PHONE #

GUARANTOR NAME AND ADDRESS FERGUSON		REL: PT	GUARANTOR'S EMPLOYER NAME AND ADDRESS GRAND STRAND MEDICAL CENTER	
MYRTLE BEACH, SC 29572	SSN #	SPID	EMPLOYER PHONE #	

PLAN NUMBER 999 50	POLICY NUMBER DEPE	GROUP NAME OUTPATIENT	GROUP #
INSURANCE NAME SELF PAY 09		COMMENT	AUTH #
INSURANCE PLAN ADDRESS			INS. PHONE #
SUBSCRIBER NAME FERGUSON, GEORGE B	CARDNAME	RELATIONSHIP PT	SPID

PLAN NUMBER	POLICY NUMBER	GROUP NAME	GROUP #
INSURANCE NAME		COMMENT	AUTH #
INSURANCE PLAN ADDRESS			INS. PHONE #
SUBSCRIBER NAME	CARDNAME	RELATIONSHIP	SPID

PLAN NUMBER	POLICY NUMBER	GROUP NAME	GROUP #
INSURANCE NAME		COMMENT	AUTH #
INSURANCE PLAN ADDRESS			INS. PHONE #
SUBSCRIBER NAME	CARDNAME	RELATIONSHIP	SPID

PRINTED BY: SRAGAN
DATE: 10/26/2010



DOB _____
Acct# _____

limited extension limited flexion



PRINTED BY: SRAGAN ➡
DATE : 10/26/2010

09

New Hanover Regional
Medical Center

- ☐ Cape Fear Hospital
☒ New Hanover Regional
Medical Center

EMERGENCY PHYSICIAN RECORD

Hand / Wrist Injury

FOREARM / ELBOW / ARM

☒ uninjured see diagram
above wrist tenderness soft-tissue / bony

swelling / ecchymosis
deformity / limited ROM

SKIN
☒ warm, dry see diagram
diaphoretic / cool / cyanotic
decubitus

HEAD / ENT

tenderness
swelling / ecchymosis

nmnl inspection
pharynx nmnl

NECK / BACK

tenderness
swelling / ecchymosis

nmnl inspection
non-tender

RESP / CVS

decreased breath sounds
wheezes / rales / rhonchi

heart sounds nmnl
tachycardia / bradycardia

ABDOMEN

tenderness / guarding
non-tender

no organomegaly

PROCEDURES

Wound Description / Repair

length 2 1/2 cm location (R) 5th - 4th fingers

linear stellate irregular flap into subcut / muscle

clean contaminated moderately / heavily

distal NVT neuro/vasc intact no tendon injury

anesthesia local topical lidocaine / bupivacaine epi / bicarb

digital block w/ MARCAINE Y 7

prep Shur-Clenz / Betadine

irrigated with saline debrided mod / extensive

wound explored wound margins revised

to base / in bloodless field multiple flaps aligned

no foreign body identified

foreign material removed

repair Wound closed with wound adhesive / sten-strips

SKIN- # 4 (total 28) -0 (nylon) / prolene / staples

SUBCUT- # 0 -0 vicryl / chromic

NAIL BED- # 0

Reduction / Splinting / Other

procedural sedation (see attached sheet)

local / regional anesthesia lidocaine bupivacaine

reduced with manipulation

post reduction NV intact alignment good

☒ splint Velcro OCL / Ortho-glass / Plaster Aluminum-foam

Volar Thumb spica Ulnar Wrist Sugar-Tong Cock-up Colles

(fingers buddy taped 4+5) + Boxes SPLINT

applied by ED Physician / MLP / (Tech) / Nurse

examined post splint application NV intact alignment good

☒ digital block (finger) bupivacaine lidocaine

subungual hematoma drained using electrocautery / burr

foreign body removed with forceps with incision with exploration

nail removed completely partially

FERRELLSON, GEORGE B

Name ACCT# 16 S 8/21/10 MRN 12100170
DOE WMD 046Y
/ED, PHYSICIAN

(Initial)

DOB

Acct#

LABS & XRAYs

CBC	Chemistries	UA	ETOH
normal except	normal except	normal except	TOX
WBC	Na		
Hgb	K		
Hct	CO2	HCG	
Platelets	Gluc	serum / urine	
	BUN	POS NEG	
	Creat		

XRAYs ☐ Interpret by me ☐ Reviewed by me ☐ Discsd w/ radiologist

(R) L hand wrist forearm finger
nmnl / NAD no fracture nmnl alignment no foreign body

Other

PROGRESS

Time unchanged improved re-examined

angulated, comminuted fracture of Proximal

5th phalanx (+) distal aspect of

5th METACARPAL.

pt to f/u E Dr. ROB Leck (HAWO Specialist)
in Myrtle Beach.

☒ referred to / discussed with Dr Hickey

will see patient in ED / hospital / office in days

Counseled patient / family regarding Additional history from
lab (rad results) diagnosis need for follow-up family caretaker paramedics

CRIT CARE TIME (excluding separately billable procedures) mn

CLINICAL IMPRESSION

Contusion / Laceration (R) L wrist hand finger(s) # 4+5

Dislocation / Sprain R / L wrist MCP PIP DIP #

Fracture open / closed displaced / non-displaced

(R) L radius distal / shaft / proximal Colles

ulna prox / shaft / distal / styloid

metacarpal # 5 → Distal

phalanx # 5 → Prox

prox / middle / distal / tuft

Extensive Repair (>60 minutes)

DISPOSITION- ☒ home ☐ transferred

☐ admitted POA decubitus / UTI (Foley)

Discharge Medication Keflex / Percocet

CONDITION- ☐ unchanged ☐ improved ☒ stable

Care transferred to Dr Time

PRINTED BY: SRAGAN

DATE : 10/26/2010

PHYSICIAN SIGNATURE- Dion C MargeDate 8/21/10 Time 5pm

Copy to Do

☒ Template Complete ☐ See Addendum (Dictated / Template #)





New Hanover Regional
Medical Center

NAME: FERGUSON, GEORGE B
ACCT 5185322 S 8/21/10 MRN 12100170
DOB: WMD 046Y
DC/ED, P. ...
AC: ...

(Middle Initial)

PHYSICIAN ORDERS
EMERGENCY DEPARTMENT

Orders preceded by a ☐ will be initiated only if checked. All others will be initiated unless deleted by a single line.

LABORATORY	☐ ED H & H	☐ CBC w/o diff	☐ Type & Cross _____ units
	☐ ED BMP w/ionized calcium (☐ Glucose, ☐ CO2, ☐ Sodium, ☐ K+ ☐ Chloride, ☐ Ca++, ☐ Creatinine, ☐ Anion Gap, ☐ BUN)	☐ CBC w/ diff	☐ Type & Rh
RADIOLOGY	☐ ED Lactate	☐ D-Dimer	☐ Type & Screen
	☐ ED Trauma (☐ ED BMP w/ ionized calcium ☐ ED H&H, ☐ ED pH)	☐ ETOH level	☐ Drug Screen/Urine
NURSING	☐ Cardiac Enzymes (☐ CK-MB, ☐ Total CK, ☐ Troponin)	☐ Flu swab	☐ Drug Level _____
	☐ BNP-Cardiac	☐ Rapid Strep	☐ Drug Screen/Serum
	☐ ABG ☐ RA ☐ O2 @ _____	☐ Liver Function Test	☐ UA/reflex micro
	☐ Blood Culture x _____ sets	☐ Lipase	☐ UA C&S
	☐ Other _____	☐ Amylase	☐ Pregnancy Serum/HCG quant
		☐ pH/Serum	☐ Pregnancy/Urine
		☐ PT/INR (pt on warfarin?) ☐ Y ☐ N	☐ DNA Probe (GC, Chlamydia)
		☐ Sputum Culture	☐ Wet Prep
		☐ Other _____	☐ Other _____
		☐ Other _____	☐ Other _____
		☐ Other _____	☐ Other _____
	☐ Acute Abd series (3 view)	☐ CT Head	☐ US Abd
	☐ Acute Abd series (2 view)	☐ CT C-spine	☐ US Pelvis
	☐ CXR PA & LAT	☐ CT Chest	☐ US RUQ
	☐ CXR (portable)	☐ CT Abd/Pelvis	☐ US-Doppler Venous/Duplex ☐ R ☐ L
	☐ C-Spine X-ray	☐ CT Renal Protocol	Reason _____
	☐ KUB	☐ CT Other _____	☐ Other _____
	☒ X-ray Other (R) HAND	Reason _____	☐ Other _____
	☐ Finger Stick BG	☐ IV - Saline Well	☐ Pelvic Exam/ Set Up
	☐ Catheter- Foley	☐ _____ mL NS bolus	☐ FHT
	☐ Catheter- straight	☐ _____ mL @ _____ mL/hr	☐ SPO2 spot check
	☐ Diet NPO	☐ Hydration ☐ Other _____	☒ Suture Set-up W/ MARCAINE
	☐ EKG	☐ Monitor/NIBP/sPO2 continuous	☐ Wound care to _____
	☐ EKG (repeat)	☐ NGT to low suction	
	☐ I&D Tray blade _____ packing _____	☐ O2 @ _____ /lpm via ☐ NC ☐ NRB	
		☐ Orthostatic VS	

MEDICATION	Time	Medication	Dose	Route	RN	MISC	Time	Orders		RN
	2PM	Delauid	1mg	SC				☐ Albuterol 5mg/ipratropium 0.5 mg X _____ via nebs		
		Zofran	4mg	ODT				☐ Albuterol 5 mg X _____ via nebs		
								☐ Albuterol 2.5 mg X _____ via nebs		
							5:25 PM	Boxer's splint / SLING		
								☐ _____ Protocol initiated		

Initials/Signature	Date/Time	Initials/Signature	Date/Time
		RA Roula Ammend (P)	
Signature/Credentials			
Diane C Morge			
Date 8/21/10 Time 2PM			

THIS FORM IS PART OF THE PERMANENT MEDICAL RECORD

PRINTED BY: SRAGAN
DATE : 10/26/2010
1491

ER-229 (11/09 v25)



(Maddox Initial)

**Date:**

8/21

Time:

1327

Patient Name:

George Ferguson

Chief Complaint:

⑫ Hand injury, crushed by wash/dry

☐ ESI 1: Life-saving intervention(s) required

☒ **ESI 2: Should not wait**

- high risk?

- confused/lethargic/disoriented?

- severe pain/distress?

~~Q~~ESI 3 Two or more resources

PT HR 99 RR 20 SaO₂ 97

[Under 36 months - fever?

☐ **ESI 4: One resource**

☐ ESI 5. No resources

☒ Patient advised of risk of leaving prior to evaluation by the physician, and to notify the RN if leaving

☒ Patient advised to report any changes in condition to the RN

RN Signature/Credentials

Date _____

Time

PRINTED BY: SRAGAN
THIS FORM IS PART OF THE PERMANENT MEDICAL RECORD
DATE: 10/26/2010

0734

P80

ER-234 (6/11)

P129

ExitCare® Patient Information - ID# 5165386 - MR# 12100170

New Hanover Regional Medical Center
17th Street Campus

FERGUSON, GEORGE B

ACCT 5165386 S 8/21/10 MRN 12100170
DOB WMD 046Y
/ED. PHYSICIAN



EXITCARE® PATIENT INFORMATION

Patient Information

Patient Name GEORGE FERGUSON	Patient Address MYRTLE BEACH, SC, 29577
Patient ID 5165386	Patient Email
Patient Medical Record Number 12100170	Patient Gender Male
Patient DOB	Responsible Adult GEORGE FERGUSON
Patient Phone Number (843)503-6535	Diag

Primary Caregiver Information

Attending Caregiver Diana Morgan, PA-C

Primary Follow-up Info (000)000-0000

User Information

Login ID dmorgan	User Name Diana Morgan, PA-C	Dept ED

>>>> Laceration Care - English - {A3FA8128-E337-4D16-B33D-90280106AE79}

Additional Follow-up caregivers

02 days DR ROB LEAK (ORTHOPEDIC HAND SPECIALIST)

>>>> Boxer's Fracture - English - {78A70AF9-EE29-4C69-A7A9-38C6A3549BB4}

Medication Summary / Reconciliation

Drug Summary Sheet was selected to be printed

Drug Allergies None Entered

The Patient was instructed to take these medications

NEW Keflex 500mg Capsule (Oral) 1 cap orally, 3 times a day by mouth Amount 21 Refills 0

NEW Percocet 10-650mg Tablet (Oral) 1 tab. Every 4 hours, as needed for pain Amount 30 Refills 0.

Signature/Credentials

Date

Time

Signature acknowledges that Patient or Patient Representative has received these instructions and understands them.

Patient or Patient Representative Signature Date

Time

Discharge Nurse

Date

Time



1492

PRINTED BY: SRAGAN

DATE : 10/26/2010

ED Patient Instructions Part of Medical Record

%%radrpt

DEPARTMENT OF RADIOLOGY
NEW HANOVER REGIONAL MEDICAL CENTER
WILMINGTON, NORTH CAROLINA

NAME: FERGUSON, GEORGE B

ROOM: NHR ED

ADDRESS:

MYRTLE BEACH, SC 29512-3767

PHONE: DOB:

46Y M

ACCOUNT#: 5165386

MR#: 12100170

EXAM: R RAD HAND, 3 OR MORE VIEWS

CPT CODES: 73130

REASON FOR EXAM: CRUSH INJURY

=====
Ordering Physician: MORGAN, DIANA PA
=====

=====
Order# R56387-10 Entered 08/21/2010 1407 Performed 08/21/2010 1511
THREE-VIEW RIGHT HAND:
=====

Three views of the right hand demonstrate an angulated mildly
comminuted fracture of the distal portion of the fifth metacarpal.

There is angulated mildly comminuted fracture of the proximal aspect
of the proximal phalanx of the fifth digit.

No other fractures are apparent.

CONCLUSION:

FRACTURE OF THE DISTAL PORTION OF THE 5TH METACARPAL, AND THE PROXIMAL
PORTION OF THE PROXIMAL PHALANX OF THE FIFTH DIGIT.

Interpreted by: 729 Lewis P. Warren Jr., MD

Dictated: 08/21/2010 15:22:11

Transcribed by: 1302 Lillian Sullivan

Signed by: 729 Lewis P. Warren Jr., MD

NHR ED

PRINTED BY: SRAGAN
DATE : 10/26/2010

Final
CHART COPY

P82

%%rad%%

P131

%%radrpt

DEPARTMENT OF RADIOLOGY
7W HANOVER REGIONAL MEDICAL CENTER
WILMINGTON, NORTH CAROLINA

NAME: FERGUSON, GEORGE R

ROOM: NHR ED

ADDRESS:

MYRTLE BEACH, SC 29577-3767

PHONE:

DOB:

46Y M

ACCOUNT#: 5165386

MR#: 12100170

EXAM: R RRAD HAND, 1-VIEW

CPT CODES: 73120

REASON FOR EXAM: REPEAT X-RAY, PAIN

=====
Ordering Physician: MORGAN, DIANA PA
=====

Order# R56417-10 Entered 08/21/2010 1702 Performed 08/21/2010 1721
SINGLE VIEW RIGHT HAND:

A single view right hand redemonstrates fractures of the distal fifth metacarpal and proximal phalanx of the fifth digit. No other fracture is identified.

Interpreted by: 729 Lewis P. Warren Jr., MD

Dictated: 08/21/2010 17:19:13

Transcribed by: 1302 Lillian Sullivan

Signed by: 729 Lewis P. Warren Jr., MD

NHR ED

PRINTED BY: SRAGAN
DATE : 10/26/2010

Final
CHART COPY

P83

%%rad%%

P132

FERGUSON, GEORGE B
 New Hanover Regional Medical Center
 Recreational Therapy
 FROM: 08/21/10 13:32 TO: 08/21/10 18:36
 ROOM: ** ADM: 08/21/10 13:32
 AGE: ** PAC: MORGAN, DIANA
 DOB: 5165386 MR: 12100170
 REQUESTED: 08/29/10 06:36
 OPT OUT: No

Page: 1

FLWSHEET	08/21	
Therapy Info	13:41	18:36
Presence of Pain	yes	yes
PAIN LEVEL	10	2
General Info	13:41	18:36
Presence of Pain	yes	yes
PAIN LEVEL	10	2
Medical History	13:41	18:36
Current meds	none	
Last Tetanus		&
08/21/10 13:41 Last Tetanus(CDWI): 2-3 YEARS		
Personal Data	13:41	18:36
Abusive Relation	pt states none	
Vital Signs	13:41	18:36
O2 SAT	98%	100%
RESPIRATIONS	18	16
BP(non-invasive)	148/90	133/64
CARE PROVIDERS	CDWI	RLSA

ARMAD, ROLLA S(RLSA)RN

WILLIAMS, CEDA(CDWI)RN

PRINTED BY: SRAGAN
 DATE : 10/26/2010

FERGUSON, GEORGE B
 New Hanover Regional Medical Center
 NHRMC Interdisciplinary Patient/Family E
 FROM: 08/21/10 13:32 TO: 08/21/10 18:36
 ROOM: ** ADM: 08/21/10 13:32
 AGE: 48Y SFX M PA-C: MORGAN, DIANA
 DOI : 5165386 MR: 12100170
 REC: 08/21/10 06:36
 OPT OUT: No

Page: 1

FLWSHEET	08/21
Education	18:36
ED education	
ED education	pain med prectns rest rx reviewed special MD ref &

08/21/10 18:36 ED education(RLSA): REVIEWED WITH PT BY MORGAN, PA

CARE PROVIDERS	RLSA

AHMAD, ROLLA S(RLSA)RN

PRINTED BY: SRAGAN
 DATE : 10/26/2010

FERGUSON, GEORGE B
 New Hanover Regional Medical Center
 NHRMC Emergency Care Flowsheet
 FROM: 08/21/10 13:32 TO: 08/21/10 18:36
 ROOM: ** ADM: 08/21/10 13:32
 AGE: 45Y SEX: M PA-C: MORGAN, DIANA
 DOB: 5165388 MR: 12100170
 REQUESTED: 08/23/10 06:38
 OPT OUT: No

Page: 1

FLOWSHEET		08/21				
Triage Assessment		13:41	14:21	16:09	17:30	18:36
Chief complaint	musculoskl inj &					
Arrived by	ambulatory private vehicle					
Received from	home					
Accompanied by	friend/s					
Past Med Hx	denies					
Current meds	none					
PMD	&					
Smoked past 12 m	yes					
Alcohol use	yes					
Social drug use	no					
Last Tetanus	&					
Abusive Relation	pt states none					
Triage Advisement	RprtChangesToRN AdvsdRisksLWBS Notify If Leaving					
Triage Class	Class 2					

08/21/10 13:41 Chief complaint(CDWI): CRUSH INJURY , CAUGHT HAND BETWEEN WASHER/DRYER AND WALL , + DEFORMITY , + lac, BLEEDING CONTROLLED, ICE APPLIED

08/21/10 13:41 PMD(CDWI): OUT OF TOWN

08/21/10 13:41 Last Tetanus(CDWI): 2-3 YEARS

Vital Signs		13:41	14:21	16:09	17:30	18:36
TEMP F	97.5F oral					
Pulse	84					70
BP(non-invasive)	148/90					133/64
RESPIRATIONS	18					16
O2 SAT	98%					100%
Room Air	Yes					Yes
Adult GCS						
Eye Opening						4 spontaneous
Best Verbal						5 oriented
Best Motor						6 obeys commands
Total Score						15

Presence of Pain		13:41	14:21	16:09	17:30	18:36
Presence of Pain	yes					yes
PAIN LEVEL	10					2
Comfort/PainGoal	5					
HCP Interaction						
HCP contacted						&
ED MD in room				&		

08/21/10 16:09 ED MD in room(RLSA): MORGAN, PA AT BEDSIDE TO SUTURE PT.

08/21/10 18:36 HCP contacted(RLSA): MORGAN, PA CONTACTING DR. HICKEY. MADE AWARE OF PT'S "BLUE PINKY FINGER" STATES OK TO DISCHARGE PT HOME. STATES IT IS DUE TO SWELLING. PT NOTIFIED AND DISCHARGE.

Musculoskeletal		13:41	14:21	16:09	17:30	18:36
Assessment			REPORTED BY: SRAGAN			
Symptoms			deformity	10/26/2010		
Injury history			&			
CARE PROVIDERS	CDWI	RLSA	RLSA			RLSA

AHMAD, ROLLA S(RLSA)RN

WILLIAMS, CEDA(CDWI)RN

CONTINUED

FERGUSON, GEORGE B
 ROOM: **

MR: 12100170 ID: 5165388 DOB:

NHRMC Emergency Care Flowsheet

Page: 1

PERM

FERGUSON, GEORGE B
 New Hanover Regional Medical Center
 NHRMC Emergency Care Flowsheet
 FROM: 08/21/10 13:32 TO: 08/21/10 18:36
 ROOM: ** ADM: 08/21/10 13:32
 AGE: 46Y SEX: M PA-C: MORGAN, DIANA
 DOI: 5165386 MR: 12100170
 REC: 08/21/10 13:36
 OPT OUT: No

Page: 2

Flowsheet	08/21				
Musculoskeletal Cont.	13:41	14:21	15:09	17:30	18:36
Injury location		other/annotate			
Motion		limited			
Sensation		Intact/normal			
Dist cap refill		normal			
Interventions		Xray requested		Xray requested	
Musculoskel note					

08/21/10 14:21 Injury history(RLSA): INJURY WHILE MOVING A WASHER/DRYER UNIT. FALL FROM STAIRS, CRUSHED LEFT HAND AND DEFORMITY TO LEFT PINKY

08/21/10 14:21 Injury location(RLSA): LEFT HAND AND LEFT PINKY

08/21/10 17:30 Interventions(RLSA): POST REDUCTION. PINKY TO RIGHT HAND REMAINS BLUE IN COLOR. SLOW CAPILLARY REFILL. MORGAN, PA NOTIFIED.

08/21/10 18:36 Musculoskel note(RLSA): DRESSING PLACED BY ADAM AND SLING APPLIED.

Medication Admin	13:41	14:21	15:09	17:30	18:36
Medication 1					
Medication		Zofran			
Dose/amt given		4 mg			
Route		oral			
Medication 2					
Medication		Dilaudid			
Dose/amt given		1 mg			
Route		subqu			
Site		specify			

08/21/10 14:21 Route(RLSA): ODT

08/21/10 14:21 Site(RLSA): LEFT UPPER ARM

ED Plan of Care	13:41	14:21	15:09	17:30	18:36
ED education					
ED education					pain med prectns rest rx reviewed special MD ref

08/21/10 18:36 ED education(RLSA): REVIEWED WITH PT BY MORGAN, PA

Discharge/Transf	13:41	14:21	15:09	17:30	18:36
Discharge					ambulatory D/C to home D/C with driver Info with pt
Condition of pt					stable
Instructions					explained to pt given to pt
CARE PROVIDERS		RLSA		RLSA	RLSA

AMMAD, ROLLA S(RLSA)/RN

PRINTED BY: SRAGAN
 DATE : 10/26/2010

FERGUSON, GEORGE
PID:19190GF, DOB [REDACTED]
8/21/2010 3:01 PM
RRAD HAND, 3 OR MORE VIEWS
1001/1

ACCESS MEDICAL CENTER
KV:0

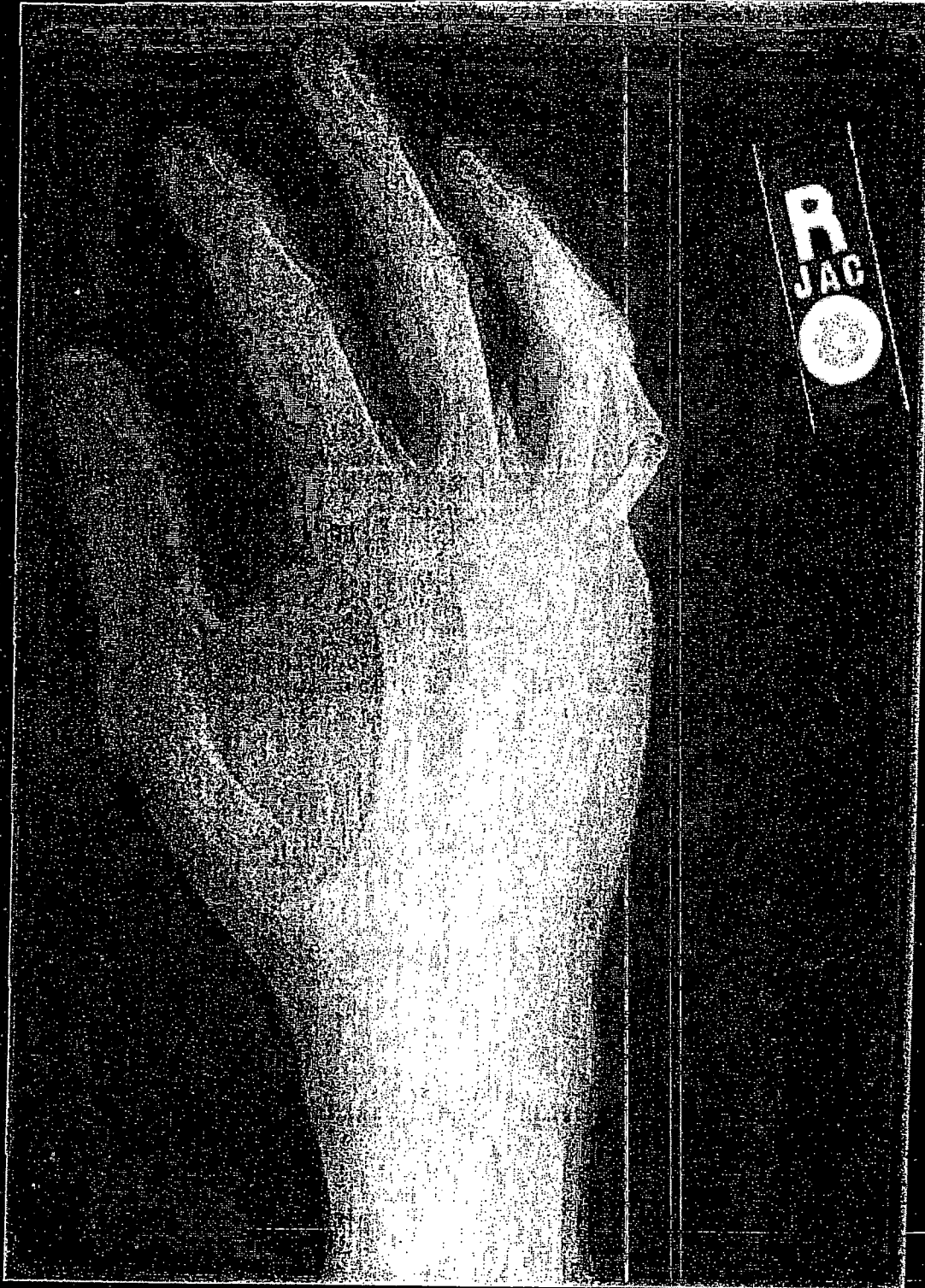


670X2010
sq: 0.47x
18381-604



FERGUSON, GEORGE
PID:19190GF, DOB: [REDACTED]
8/21/2010 3:01 PM
RRAD HAND, 3 OR MORE VIEWS
1002/1

ACCESS MEDICAL CENTER
kv:0



670X2010
ag: 0.47x
823 L:610

501171
P39
501171

FERGUSON, GEORGE
PID:19190GF, DGB
8/21/2010 3:01 PM
RRAD HAND, 3 OR MORE VIEWS
1003/1

ACCESS MEDICAL CENTER
KV:0



70X2010
g: 0.47x
6401:603

P90

**CAROLINA BONE AND JOINT SURGERY CLINIC
OPERATIVE REPORT**

PATIENT NAME: Ferguson, George
ID NUMBER: 14318
SURGEON: Robert S. Leak, M.D.

DATE OF OPERATION: 08/27/10

ANESTHESIA: General anesthesia.

PREOPERATIVE DIAGNOSIS:

1. Crush injury right hand.
2. Displaced right small finger proximal phalanx shaft fracture.
3. Displaced right small finger metacarpal neck fracture.

POSTOPERATIVE DIAGNOSIS:

1. Crush injury right hand.
2. Displaced right small finger proximal phalanx shaft fracture.
3. Displaced right small finger metacarpal neck fracture.

OPERATION PERFORMED:

1. Closed reduction and percutaneous pinning right small finger proximal phalanx fracture.
2. Closed reduction and percutaneous pinning right small finger metacarpal neck fracture.

INDICATIONS FOR PROCEDURE: The patient is a 46-year-old male who was lifting some heavy furniture when it fell, landing on his hand, crushing his hand. He has marked displacement of his right small finger. He also has some wounds in his right hand that look fairly good. They have been sewn together. They are on different digits. I talked to him about options for treatment. I think he would benefit from a pinning of these fractures.

DESCRIPTION OF PROCEDURE: The patient was taken to the operating room, placed in the supine position on the operating room table. General anesthesia was administered without complication. The right upper extremity was prepped and draped in the usual sterile manner. The tourniquet was applied but was not used. Fluoroscopy was brought in. I manipulated the right small finger. The metacarpal neck fracture went into alignment fairly well. I placed a 0.062 K-wire that went into the head of the metacarpal and down the shaft of the metacarpal ending at the base of the metacarpal. This stabilized the metacarpal neck fracture.

I then reduced the proximal phalanx fracture, held it reduced and placed a pin from the base of the proximal phalanx across the fracture site coming out the other side of the bone. This stabilized the bone nicely. I placed an additional K-wire in a crisscross fashion across the proximal phalanx again. This also provided additional stability to the digit. Final fluoroscopic pictures showed good alignment of the bones. Clinically the digit looked good. The K-wires were bent and cut off outside of the skin. Marcaine was infiltrated. Adaptic, 4x4's and an ulnar gutter splint were applied.

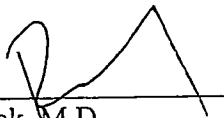
COMPLICATIONS: None known.

NAME: FERGUSON, GEORGE
ACCT#: 14318
DOB: AGE: 46
DR: LEAK, ROBERT S MD
DOS: 08/27/10

PATIENT NAME: Ferguson, George
OPERATIVE REPORT

PAGE 2

DISPOSITION: The patient was extubated and taken to the recovery room in satisfactory condition.



Robert S. Leak, M.D.

RSL/SN/bcorff/485xx4529xxcarolina100830001915N

D: 08/30/10 12:19 A

T: 08/30/10 06:34 A

NAME: FERGUSON, GEORGE
ACCT#: 14318
DOB: AGE: 46
DR: LEAK, ROBERT S MD
DOS: 08/27/10

Carolina Bone and Joint
Surgery Center
Medication and Medical / Surgical Problem List

NAME: FERGUSON, GEORGE

ACCT#: 14318

DOB:

AGE: 46

DR: LEAK, ROBERT S MD

DOS: 08/27/10

8/26/10

Allergies: (NKA) pr

Date	Medication	MD Ordering (if new)	# refills	RN Initial
8/26/10	Cephalexin 500mg po tid	STARTED x 9 days ago	2	AK
8/27/10	MOTRIN 200mg ii po	Stopped x 2 days		
	Tylenol 500mg ii po			
	PERICORT 5/500mg ii po	- out of Since yesterday		

Date	Medical Diagnosis	RN Initials
8/26/10	None	AK
8/27/10	D.O.E. Hx: Fall from 40 Ft. - Chipped Vertebrae x 2	AK

Date	Surgical Diagnosis	RN Initials
8/26/10	Repair D. small finger extensor tendon	AK
8/27/10	Wisdom teeth extraction	AK

Patient Name: George Ferguson

NAME: FERGUSON, GEORGE

ACCT#: 14318

DOB:

AGE: 46

DR: LEAK, ROBERT S MD

DOS: 08/27/10

Carolina Bone and Joint Surgery Center
History and Physical

Pre-op diagnosis Rt SF MTC neck Ft / prox Phx Ft

Planned Procedure(s) Rt SF MTC neck Ft and prox Phx Ft

Allergies E

Medications E

Medical History☐ Alcohol Abuse☐ Hyperlipidemia☐ Psych Hx☐ Arthritis☐ Hypertension☐ Renal Disease☐ Diabetes☐ Liver Disease☐ Thyroid Disease☐ GI☐ Lung Disease☐ Other _____☐ GU☐ Neurological☐ Heart Disease☐ OsteoporosisSurgical History☐ Appendectomy☐ Heart☒ Orthopaedic☐ Bladder☐ Hernia☐ Prostate☐ Breast☐ Hysterectomy☐ Tonsils/Adenoids☐ Cholecystectomy☐ Neurologic☐ Other _____Family History☒ Non-contributorySocial History☒ Non-contributoryPhysical Examination

Unremarkable

Remarkable

Unremarkable Remarkable

Abdomen

☒☐

Lungs

☒☐

Heart

☒☐

Neuro

☒☐

HEENT

☒☐

Skin

☒☐

Orthopaedic / Extremity

Based on my assessment, the patient is a candidate for the planned procedure and appears to be able to tolerate the planned procedure. He/She is aware of the risks, benefits, and alternatives to the planned procedure.

ASA I II III IV

Physician's Signature

Date 8/25/10 Time _____

Carolina Bone and Joint Surgery Center
Consent for Operation and Anesthesia

NAME: FERGUSON, GEORGE

ACCT#: 14318

DOB:

AGE: 46

DR: LEAK, ROBERT S MD

DOS: 08/27/10

PATIENT NAME: George Ferguson DOCTOR: Robert Leak

PATIENT NUMBER: 14318 DATE: 8/27/10 TIME: 0858

I hereby authorize the above surgeon, and the assistants of his/her choice to perform the following surgical procedure on me:

closed reduction internal fixation right small finger metacarpal neck
fracture and proximal phalanx fracture

The name of the procedure to be performed

If any unforeseen condition arises in the course of the operation calling for procedures in addition to or different from those now contemplated. I further request and authorize the surgeon and his/her assistants to do whatever he/she deems advisable.

- I hereby authorize Carolina bone and Joint Surgery Center, its professional staffs, employees, and agents to undertake the appropriate service and care necessary in conjunction with those procedures that I have authorized the above named physician to undertake in his/her efforts to alleviate my condition.
- The nature and purpose of the operation, possible alternative method of treatment, risks involved and the possibility of complication have been explained to me. I have had the opportunity to discuss this operation with the doctor or doctors concerned, and I have received answers to all the questions I have asked.
- I have also been informed that with the performance of any surgical procedure there is other risk, such as severe blood loss, infection, cardiac arrest, death, etc. I acknowledge that no guarantees or assurance have been made to me concerning the results of the operation or procedure.
- I acknowledge that I have, to the best of my ability, informed my surgeon, Dr. Leak of any previous unusual reactions to medications, radiopaque and radioactive media, and anesthetic agents.
- I consent to the administration of such anesthetics as may be considered necessary or advisable by the person responsible for such service, with the exception of: NONE

(state none, spinal anesthesia, etc)

I understand the use of anesthetic involves additional risks and hazards, but I request the use of anesthetics for the relief and protection from pain, this procedure. I realize anesthesia may have to be changed possibly without explanation to me. I understand that certain complications may result from the use of any anesthetics including respiratory problems, drug reactions, paralysis, brain damage, or even death. Other risks and hazards that may result from the use of general anesthetics range from minor discomfort to injury to vocal cords, eyes, or teeth. I understand that other risks and hazards resulting from spinal and epidural anesthetics include headache and chronic pain.

- The advantages and disadvantages of outpatient SURGERY have been explained to me. I realize that, following my operation, admission to a hospital might be advised.
- Following surgery, I will have a responsible adult drive me home as previously arranged. I realize that impairment of full mental alertness may persist for several hours following administration of anesthesia and I will not make decisions, or take part in activities that depend upon full judgment during the post operative period.

I CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND THE ABOVE CONSENT FOR THE OPERATION, THAT EXPLANATIONS THEREIN REFERRED TO WERE MADE AND THAT ALL BLANKS OR STATEMENTS WHICH REQUIRED INSERTION OR COMPLETION WERE FILLED IN AND INAPPLICABLE PARAGRAPHS IF ANY, WERE STRICKEN BEFORE I SIGNED.

I (Do) ☒ or I (Do not) ☐ consent to photographs being taken or utilized for teaching and/or marketing purposes.
I (Do) ☒ or I (Do not) ☐ consent for an observer(s) to be present for the purpose of education.

[Signature]
Patient or Authorized person
Self
Relationship

[Signature]
Physician

Carolina Bone and Joint Surgery Center

Pre-op Lab / EKG Requirements

Patient's Name:

Age:

Height:

Weight:

Bloodwork required if:				
Disease / Condition	Yes	No	Obtain and send results to CBJSC	RN Initial
Moderate blood loss expected			CBC	
History of Anemia			Hct, Hgb	
Diuretic therapy			BMP	
Diabetes			BMP, FSBS on arrival	
Renal disease			CBC, BMP	
Liver disease			CBC, BMP, LFTs, PT, PTT	
Digoxin / Lanoxin therapy			BMP, Digoxin level	
Coumadin / Heparin therapy			CBC, PT, PTT	
Female of childbearing age without birthcontrol or permanent sterilization			Pregnancy test	
EKG required if:				
Disease / Condition	Yes	No	Obtain and send results to CBJSC	RN Initial
CHF				
History of CAD				
Dysrhythmia / Irregular pulse				
Diabetes				
Hypertension				
Cardiology Clearance required if:	Yes	No	Obtain and send to CBJSC	RN Initial
Abnormal EKG showing NEW ischemia or infarction, or new onset A-fib				
Does the patient have:	Yes	No	Reschedule to hospital setting	RN Initial
Internal defibrillator				
Pregnancy				

Reminders:

The patient should be NPO afte

If the patient takes Cardiac, Blood Pressure, Cholesterol, Seizure, Reflux, or Asthma medications, they should take them with a small sip of water the morning of their surgery.

If the patient uses an inhaler or CPAP machine, or injectable Insulin they should bring these item(s) to the surgery center.

The patient should leave contact lenses and all jewelry at home.

All Offices Please Note:

Uninterpreted EKGs will be read by the Anesthesia department.

NAME: FERGUSON, GEORGE

ACCT#: 14318

DOB:

AGE: 46

DR: LEAK, ROBERT S MD

DOS: 08/27/10

**Carolina Bone and Joint
Surgery Center
Physician Pre-op Orders**

NAME: FERGUSON, GEORGE

ACCT#: 14318

DOB:

AGE: 46

DR: LEAK, ROBERT S MD

DOS: 08/27/10

Patient name: George Ferguson
Allergies: e

Surgery date: _____

RN Initials

1. Admit to Carolina Bone and Joint Surgery Center.

AK

2. NPO

AK

3. Nursing Assessment to include Vital signs.

AK

4. Consent patient for:

Closed reduction Internal FixationAK

Right Small Finger Metacarpal Neck Fracture
and Proximal Phalanx Fracture

5. Start IV LR 1000cc 0.9%NS 1000cc D5LR 500cc (Pediatric surgery) at KVOAK6. Start Bier Block Injection site in Right / Left upper extremity. N/A ✓AK

7. Lidocaine 0.5% 0.1 - 0.2 cc subcutaneous PRN prior to IV sticks.

AK

8. Preoperative Antibiotics to be given within one hour of surgical incision: NONE _____

Ancef 1 gram IVP

Clindamycin 300mg / 600mg (please circle) IVPB

(10cc sterile water; slow IVP)

(50cc NS; Infuse over 30 min)

Erythromycin 500mg IVPB

Gentamycin 80 mg IVPB

(50cc NS; Infuse over 30 min)

(50cc NS; Infuse over 30 min)

AK9. Preoperative testing per Anesthesia protocol. YES ✓ Other _____AK

10. Preoperative medication / sedation per Anesthesia.

AK11. Place SCDs / thigh high TEDS on right / left / bilateral lower extremities. (N/A)AK

12. Other _____

Physician's Signature: _____

Date: 8/27/10Admitting RN Signature: Daniel KeaneDate: 8/27/10

Carolina Bone and Joint
Surgery Center
Admission Assessment

patient sticker

NAME: FERGUSON, GEORGE
ACCT#: 14318
AGE: 46
DOB:
DR: LEAK, ROBERT S MD
DOS: 08/27/10

Allergies: NKA
Significant other / release of PHI: J.D. - friend
Phone number: 1-813-211-1111

Vital Signs:
BP 133/88
HR 75
RR 20
Temp 98.0
O2 sat 96% on 9L
NPO since 8/26/10 @ 2030
Blood sugar N/A
Meds taken today None

Skin
Pink / Pale / Cyanotic
Warm / Cool
Dry / Diaphoretic
LOC
Alert / Confused
Calm / Anxious
Cooperative / Agitated
Pain level (0-10) 10/10
Location RT Small finger
Unexplained bruises or lesions present?

Ambulation
Gait: Steady / Unsteady
Assist of: cane /
crutches / walker
wheelchair / None
Precautions
No BP or IV in R / L arm
LMP N/A Last void PFA
Pregnancy test result: N/A
MD notified: N/A

IV
Location Left forearm Size #20
Fluid LK Rate KVO
Attempts XT Initials D. Miller, RN

Block site N/A AK
Location Size
Attempts Initials

Antibiotic	N/A	Start	Finish	Initials
Ancef 1gm IV				<u>AK</u>
Clindamycin 300mg / 600mg IV				
Erythromycin 500mg IV				
Gentamycin 80mg IV				
Other:				

Medication	Dose	Route	Time	Initials

Regional Block Team TIME OUT

Interscalene Block performed by:
Femoral Block performed by:
Popliteal Block Performed by:
Ankle Block performed by:

MD Signature:

Date:

Time:

Pre op checklist	Yes	N/A
CQI sheets complete	<u>AK</u>	
Consent signed	<u>AK</u>	
Discharge agreement signed	<u>AK</u>	
ID / Allergy bands on	<u>AK</u>	
Operative site marked	<u>AK</u>	
Dentures / hearing aid removed		<u>AK</u>
Jewelry removed		<u>AK</u>
Glasses / contacts removed		<u>AK</u>
Med / surg problem list complete	<u>AK</u>	
Medication list complete	<u>AK</u>	
Lab, EKG, CXR results present		<u>AK</u>
Anesthesia evaluation complete	<u>AK</u>	
H&P present, signed, up to date	<u>AK</u>	
IV, BB, antibiotic complete	<u>AK</u>	
Pt belongings secured	<u>AK</u>	
Call light in place / SR up	<u>AK</u>	

Educational Assessment

Preferred mode of learning Reading
Highest level of schooling HS. Grad
Reading ability Good
Language barrier N/A
Interpreter used N/A
Information provided pertaining to:
Meds / Allergies N/A
Surgery / Procedure N/A
Community Resource: N/A

Carolina Bone and Joint Surgery Center
Intra-op Flowsheet

NAME: FERGUSON, GEORGE
CCT#: 14318
DOB: AGE: 46
DR: LEAK, ROBERT S MD
DOS: 08/27/10

Time in: 1041 Time Out: 1151
start: 1110 OR Stop: 1145

TIME OUTS: Surgical site 1108 Regional Block site AT
To OR via stretcher: ☒ Other: AT
Consent signed / witnessed ☒ OR#
Operative site marked / initialed by surgeon ☒
SCDs / TED hose R / L / Bilateral N/A (please circle)
ID / Allergy bands in place ☒
Allergies: N/A

Surgeon: Pak
Assistant(s): NA
Anesthesiologist: A. Kinson
CRNA: Kemo - Glapinski MD - xend
Anesthetic: M General MAC Local
Bier Block Femoral Block Ankle Block
Interscalene Block Popliteal Block Spinal
Scrub Tech: P. Shuckland
RN Circulator: K. Markon

Patient:
Mental Status: ☒ Alert ☒ Oriented ☐ Anxious ☒ Relaxed
Position: ☒ Safety Strap On ☒ Supine
☐ Prone ☐ Beach chair ☐ Lateral R L
☐ Leg Holder R L ☐ Well Leg Holder R L
☒ Arm Table R L ☐ Side post R L
Prep: Betadine ☒ Chloro-prep ☐ Other:
Operation: Pre-Operative Diagnosis: Right Small
Finger Metacarpal neck fracture
Proximal phalanx fracture

Procedure: Closed reduction Percutaneous
Pinning right small finger
metacarpal neck and proximal
phalanx fracture Right
Small finger
Post-Operative Diagnosis: Same

Dressings: 4x4 adhesive, Xcel, all splint
Implant(s) used: See X-ray Side
Bovie Machine #: 1 Bipolar: ☒ N
Cut: 14 Coag: 25 Pad site:
Lot #:
Expiration:
Bovie pad skin site without
redness? Yes ☒ Note:

Tourniquet Machine # 1 Placed By: KMM
Setting: 250 mm/hg Time up: Not used
Time down:
Note: Right Tarmac padding
Irrigation Solution: KMM NS Water
NaCl with 50,000 units Bacitracin
NaCl 3000ml w/ 1ml Epinephrine 1:1000
specimen:
To Lab Discarded ☒ None

Counts:	Beginning	Other	End	Initials
Sponge	10		10	W/RS
Laps				
Bovie tip				
Blades	1		1	W/RS
Sut. Needle				
Hyp. Needle	1		1	W/RS
Ves. Loops				
Spinal needle				
Scratch pad				
Scrub Tech:				

Precautions: SCD / TED hose placement checked ☒
Brakes applied / safety maintained. ☒
Sterile / aseptic technique followed. ☒
Positioning and pressure points monitored. ☒
Poor hygiene noted? yes ☐ no ☒
Unexplained bruises / lesions? yes ☐ no ☒
Location:

Medications: Marcaine 0.25%
15cc qm

Nurse's Notes: P+ to OR U A
Shuckland mixed suture
to OR table sutured
Sally Shuckland
Blanchard on

RN Circulator Signature: K. Markon
Patient to PACU room #: 2
via stretcher ☒ Other:

Carolina Bone and Joint Surgery Center
Anesthesia Pre-operative Assessment

NAME: FERGUSON, GEORGE
ACCT#: 14318
DOB: AGE: 46
DR: LEAK, ROBERT S MD
DOS: 08/27/10

Procedure: Closed reduction internal fixation @ small
finger HRC neck fx & proximal phalanx fx
BP: 133/88 HR: 75 RR: 20 O2 Sat: 96% Temp: 98.0
Age: 46 Height: 6'1" Weight: 175 lbs Drug Allergies: NKA Latex: Q Other: _____

	Y	N		Y	N		Y	N
High Blood pressure		✓	Burns, rash, bruise, skin tears / bruises easily		✓	Any contact with infectious or communicable disease		✓
Chest pain, angina, tightness, pressure, heart stent, pacemaker, defibrillator		✓	Bloodthinners, anti-clotting drugs, aspirin, (aspirin) Vitamin E in past 10 days		✓	Visual, hearing, or mobility impairment / restriction		✓
Heart attack, failure, surgery valve problem		✓	Alcoholic beverages Amount: <u>2-3x/wk</u>		✓	Artificial limb, implants, foreign objects, piercings		✓
Palpitations, irregular heartbeat		✓	Tobacco Use Amount: <u>1 pack/day x 15 yrs.</u>		✓	Glasses, contacts, hearing aid		✓
Blood clots, DVT, PE		✓	Any cocaine, crack, speed, meth, ecstasy, street drugs		✓	Dentures, loose / damaged teeth, caps, bridge work	2 caps at front	✓
Bleeding problems, transfusions		✓	A cold in past 2 weeks		✓	Kidney problems, stones, or dialysis		✓
Anemia, leukemia, sickle cell disease		✓	Back pain, sciatica, slipped disc, rods placed, scoliosis		✓	Chronic pain or arthritis (1-10)		✓
Use oxygen, breathing treatments / inhalers		✓	Polio, paralysis, stroke, TIA, seizures, muscle / nerve disease		✓	Cancers		✓
Shortness of breath with or without exertion	✓	ok	Taken steroids in past year		✓	Liver disease, hepatitis, yellow jaundice		✓
TB, asthma, emphysema, wheezing		✓	Ulcers, hiatal hernia, reflux, GERD		✓	Thyroid or adrenal disease, or diabetes		✓
Shortness of breath at night, sleep apnea, CPAP		✓	Difficulty opening mouth, moving neck, TMJ		✓	Depression, anxiety, panic disorder		✓
Possibility of pregnancy		✓	Hx: Fall from 40 ft - clipped @ vertebrae					

Previous Surgeries / type of anesthesia: repair @ small finger extensor tendon
Wisdom teeth extraction

Any problems with anesthesia with you or in your family: Q

Present medications: Cephalexin 500mg po tid - started x 4 days ago

Tylenol 325mg po q 4h
Motrin 200mg po q 4h - stopped x 2 days
Tylenol 500mg po q 4h
phosceal 500mg po q 4h

Anesthesia Personnel Use Only

(1) Fentanyl (1) Verbal - fx
(2) Succinylcholine

ASA 1 (2) 3 4 5 E

MP 1 (2) 3 4

(MD) CRNA

Date

My signature attests that I have reviewed the chart, interviewed the patient / caregiver, discussed anesthetic choices / risks / benefits, answered all questions regarding the anesthetic and obtained reasonable informed consent.

med today
at 11

8-27-10
8-27-10

CAROLINA BONE AND JOINT SURGERY CENTER
101 Surgeons Drive
Myrtle Beach SC 29579
843-236-6633

NAME: FERGUSON, GEORGE
ACCT#: 14318
AGE: 46
DOB:
DR: LEAK, ROBERT S MD
DOS: 08/27/10

NKDA

Developed by the American Association of Nurse Anesthetists - 1991

ANESTHESIA RECORD		Procedure	START	STOP
Date: 8/27/10 OR No. 1 Page 1 of 1		CRPP N SF MTC neck + proximal pharynx fx	Anesthesia 1045	1152
Surgeon(s): Leak		Pharynx fx	Procedure 1110	1145
PRE-PROCEDURE		MONITORS AND EQUIPMENT	AIRWAY MANAGEMENT	
☒ Identified: ☒ ID Band ☐ Questioning ☒ Chart Reviewed ☐ Permit Signed NPO Since: 2030 Pre-anesthetic State: ☐ Calm ☐ Asleep ☐ Awake ☐ Confused ☐ Uncooperative ☐ Unresponsive		☐ Steth: ☐ PreO2 ☐ Esoph ☐ Other ☐ Non-Invasive B/P: ☐ Left ☐ Right ☐ Continuous EKG ☐ V Lead EKG ☐ Pulse Oximeter ☐ Oxygen Sensor ☐ End Tidal CO2 ☐ Gas Analyzer ☐ Temp. ☐ Nerve Stimulator ☐ Warming Blanket ☐ EEG ☐ Doppler ☐ Airway Humidifier ☐ Fluid Warmer ☐ NG / OG Tube ☐ Foley Catheter	☒ General: ☒ Pre-Oxygenation ☐ L.T.A. ☐ Rapid Sequence ☐ Cricoid Pressure ☒ Intravenous ☐ Inhalation ☐ Intramuscular ☐ Rectal Regional: ☐ Spinal ☐ Epidural ☐ Axillary ☐ Bier Block ☐ Ankle Block ☐ Prep ☐ Position ☐ Needle ☐ Local ☐ Drug(s) ☐ Attempts x ☐ Site ☐ Level ☐ Catheter ☐ See Remarks Other: ☐ M.A.C. ☐	
PATIENT SAFETY		RECOVERY		
☒ Aries, Machine # 1 Checked ☐ Safety Belt On ☐ Axillary Roll ☐ Armboard Restraints ☐ Arms Tucked ☐ Pressure points checked and padded ☐ Eye Care: ☐ Ointment ☐ Saline ☐ Taped ☐ Pads ☐ Goggles		Location: PACU Time: 1151 B/P: 134/93 O2 Sat: 98% P: 80 R: 18 T: 36.8 ☐ Awake ☐ Stable ☐ Nasal Oxygen ☐ Drowsy ☐ Unstable ☐ Mask Oxygen ☐ Somnolent ☐ Intubated ☐ T-piece Oxygen ☐ Unarousable ☐ Ventilator ☐ Oral/nasal airway Recovery Notes: Report to RA		
TIME: 1045 1115 1130 1145 1200		FLUID TOTALS		
Oxygen (Umm) 10 1.5 N2O (Umm) 1.0 Desfl (Umm) 16.0 Versed 2 Fentanyl 5050 Dipriva 200 Anaf 1 Fentanyl 1000 Urine (ml) 100 EBL (ml) 100 EKG 8K 8K 8K 8K % O2 Inspired 100 52 15 100 O2 Saturation 96 100 100 100 End Tidal CO2 42 39 37 Temp - °C / °F 7 1		Crystalloid 700 EBL 0 Blood 10 Urine 0 TOTALS 2 100 200 160 700 REMARKS: xphn room up on monitor I-SIVI 2 straws LMA placed ET Torr RUL V @ Total = 1005 used		
Vital Signs		ANESTHESIA		
Baseline Values		OPERATION		
133/88 B/P		B/P DIFF PRESSURE		
75 P		ARTERIAL LINE PRESSURE		
80 P		MEAN ARTERIAL PRESSURE		
98.0 P		PULSE		
al Volume		SPONT RESP		
Rate		ASSISTED RESP		
Pressure		CONTROLLED RESP		
PEP		TOURNAQUET		
Symbols for Remarks		Pain Control per PACU Medication Protocol PACU Discharge per Protocol		
Position		Port Op Note		

Carolina Bone and Joint Surgery Center
Anesthesia Post-op Orders

NAME: FERGUSON, GEORGE
ACCT#: 14318
DOB: _____ AGE: 46
DR: LEAK, ROBERT S MD
DOS: 08/27/10

Allergies

NEOA

RN Initials

1. Vital signs per Surgeon's orders.
2. Maintain O2 saturation above 92%.
Oxygen 2 liters per nasal cannula PRN 100% humidified O2
Notify Anesthesiologist for O2 saturation below 92% which can not be maintained without O2 therapy.

3. Pain Management:
Notify Anesthesiologist before medicating for pain if respiratory rate is less than 12 or patient cannot maintain an O2 saturation of 90%.

Please Initial drug therapy requested:

- ☒ Morphine 4 mg IV every 5 min. PRN pain score >5; up to 20 mg in PACU.
☐ OR Demerol _____ mg IV every 5 min. PRN pain score >5; up to _____ mg in PACU.
☐ OR Dilaudid _____ mg IV every 5 min. PRN pain score >5; up to _____ mg in PACU.
☒ OR Fentanyl 50 mcg IV every 5 min. PRN pain score >5; up to 150 mcg in PACU.
☐ OR Toradol _____ mg IV or IM X 1 for pain score >3.

If pain is not managed by medication(s) ordered, notify Anesthesiologist.

4. Post op nausea / vomiting management:
Zofran 4mg IV PRN nausea / vomiting; may repeat X 1 in PACU.
Phenergan 12.5mg IV diluted in 10cc .9% NaCl X 1 PRN nausea / vomiting in PACU.
_____ mg IV X 1 PRN nausea / vomiting in PACU.

If nausea is not managed by medication(s) ordered, notify Anesthesiologist.

5. Post-op hypo / hypertension management:

Please Initial drug therapy requested:

- Hydralazine _____ mg. IV every _____ Min PRN HTN, NOT to exceed _____ doses in PACU.
☒ OR Labetolol _____ mg. IV every _____ Min PRN HTN, NOT to exceed _____ doses in PACU.

If HTN is not managed by medication(s) ordered, notify Anesthesiologist.

Ephedrine 5mg IV X 1 for symptomatic hypotension (SBP < 90mmHg) in PACU and notify Anesthesiologist IMMEDIATELY.

6. Bradycardia management:

Atropine 0.4mg IV for symptomatic bradycardia (HR < 40bpm) in PACU and notify Anesthesiologist IMMEDIATELY.

7. Extreme restlessness:

Versed 1mg IV for combativeness or emotional distress in PACU and notify Anesthesiologist.

8. Itching:

Benadryl 12.5mg IV for itching and / or rash in PACU and notify Anesthesiologist.

9. Shivering:

Demerol 12.5mg IV for severe shivering; may repeat X 1 in PACU.

10. IV fluids per Surgeon's order; D/C IV when patient is stable and ready for discharge.

11. Resuscitative measures and medication administration per ACLS / PALS protocols.

12. D/C patient to responsible party when patient meets established criteria and is released by Anesthesiologist.

Physician's Signature: _____

PACU RN Signature: _____

Date: 8-27-10

Date: 8/27/10

Carolina Bone and Joint Surgery Center

PACU Flowsheet

NAME: FERGUSON, GEORGE
 ACCT#: 14318
 DOB: AGE: 46
 DR: LEAK, ROBERT S MD
 DOS: 08/27/10

Allergies:

Physiologist / CRNA: Dr. [Signature] Surgeon: Dr. [Signature]

Procedure: Right Total Hip Replacement

Airway: Oral Nasal None Anesthesia: GA MAC Bier Block Local Spinal Popliteal Block Ankle Block

Dressing location: Right Hip Dry and Intact: Yes Drainage: None Interscalene Block

Lung Sounds: CTA without rales or rhonchi Other: None Femoral Block

Ice / elevation applied to Right Hip

Transported via stretcher / WC / other g Brakes applied / SR up / Bed lowered: Yes

Time	1131	1201	1211	1221	1231	1241
Temp	98.6	98.6	98.6	98.6	98.6	98.6
BP	130/80	130/80	130/80	130/80	130/80	130/80
Pulse	78	78	77	73	71	70
Resp	16	16	16	16	16	16
O2 Sat	95%	95%	95%	95%	95%	95%
Pain	1	1	1	1	1	1
N/V	1	1	1	1	1	1
EKG	OK	OK	OK	OK	OK	OK
Spinal level	N/A					
C/M/S	u	u	u	u	u	u

Pain: 0- No pain
 10- worst pain
 N/V: 1- No c/o; taking PO
 2- Nausea without vomiting
 3- Vomiting
 IV: Location Right Hip
 Appearance Good
 Fluid 2L
 Rate 400
 Total amount infused: 750

Medication	Dose	Route	Time	Initials	Response	RN Signature
<u>IV Morphine</u>	<u>4mg</u>	<u>IV</u>	<u>1152</u>	<u>[Signature]</u>	<u>Pain 4/5</u>	<u>[Signature]</u>
<u>IV Morphine</u>	<u>4mg</u>	<u>IV</u>	<u>1205</u>	<u>[Signature]</u>	<u>Pain 4/5</u>	<u>[Signature]</u>
<u>IV Morphine</u>	<u>2mg</u>	<u>IV</u>	<u>1212</u>	<u>[Signature]</u>	<u>Pain 4</u>	<u>[Signature]</u>

Aldrete Score								Activity	Circulation
Time	In	15	30	45	60	90	DC	2- Moves 4 extremities	2- BP 20 preop
Activity	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	1- Moves 2 extremities	1- BP 20-50 preop
Resp	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	0- Moves 0 extremities	0- BP 50 preop
Circ	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	Respiration	LOC
LOC	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	2- Deep Breathe / Cough	2- Fully awake
Color	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	1- Dyspnea or limited ability	1- Arousable
Total	<u>9</u>	<u>9</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	<u>10</u>	0- Apnea	0- Unresponsive
								Color 2-Pink 1-Pale	0-Cyanotic

Discharge: TED hose placement checked Yes
 Tolerating PO Yes Other None IV D/C @ 1240 Initials [Signature]
 Dressing location: Right Hip Dry and intact: Yes Drainage: None
 Sling applied to R / L arm N/A Post op shoe applied to R / L foot N/A
R / L Knee / Shoulder immobilizer in place: N/A Other: None
 Ambulatory Yes Assist of: W/K Crutches Walker Stretcher N/A Gait steady / unsteady
 Discharge instructions given to patient and [Signature] Time: 1250
 Physician at bedside for post operative evaluation [Signature] Time: 1205
 Discharged to home via Car accompanied by [Signature] Time: 1255

Physician's Signature: [Signature] Date: 8-27-10 Time: 1215
 PACU RN Signature: [Signature] Date: 8/27/10 Time: 1255

Carolina Bone and Joint
Surgery Center
Nurse's Notes

NAME: FERGUSON, GEORGE
ACCT#: 14318
DOB: AGE: 46
DR: LEAK, ROBERT S MD
DOS: 08/27/10

Date /Time

NAME: FERGUSON, GEORGE
ACCT#: 14318
DOB: AGE: 46
DR: LEAK, ROBERT S MD
DOS: 08/27/10

Carolina Bone and Joint
Surgery Center
Physician's Progress Note

Date /Time

Carolina Bone and Joint Surgery Center
Physician Post-op Orders

NAME: FERGUSON, GEORGE
ACCT#: 14318
DOB: _____ AGE: 46
DR: LEAK, ROBERT S MD
DOS: 08/27/10

Patient Name: _____ Surgery Date: _____

Allergies: NKA

Vital signs: Bier Block and MAC General Anesthesia
Every 10 minutes X 2 Every 10 minutes X 4
Then every 30 minutes until discharge. Then every 30 minutes until discharge
Must remain in PACU at least 30 minutes. Must remain in PACU at least 60 minutes.

RN Initials

Medicate for pain as per Anesthesia in PACU.

Discontinue IV s/p nausea; diet as before admission to center.

Apply ice to operative extremity / site for 24-48 hours

DO NOT apply ice.

Elevate the operative extremity for 48 hours.

Immobilizer to R L Knee Shoulder.

Sling to R L arm.

Post op shoe to R L foot.

Abduction pillow to R L shoulder.

Activity: Up as tolerated
Weight bear as tolerated on R L lower extremity using crutches or a walker.
Non-weight bearing on R L lower extremity using crutches or a walker.
Knee brace to R L side set at _____
Non-weight bearing R L side until sensation returns to toes, then weight bear
heel only in post-op shoe.

Wound Care: Keep dressing clean, dry and intact until follow-up appt.

Reinforce dressing PRN.

Remove dressing in _____ days; shower and cover with clean bandaids daily.

Resume all preoperative medications.

Except: _____

ASA 81mg PO QD

Prescriptions: _____

Give patient copy of Physician's discharge sheet; COA sheet _____ SOC sheet _____ CPA sheet _____

Schedule follow up with Dr. Leak in 6 days. 9/3/10

Date / Time: _____

Have patient schedule Physical Therapy appointment to start on _____

Patient must have prescription for PT and the physician's protocol for initial visit.

Other _____

Discharge from facility per Physician order following post operative evaluation.

Resuscitative measures and medication administration per A&LS / PALS protocols.

Physician's Signature: _____

Date: 8/27/10

PACU RN Signature: _____

Date: 8/27/10

Carolina Bone and Joint Surgery Center
Discharge Instructions

NAME: FERGUSON, GEORGE
ACCT#: 14318
DOB: _____ AGE: 46
DR: LEAK, ROBERT S MD
DOS: 08/27/10

You may receive sedation and or anesthesia today for your surgery. For
DO NOT operate any machinery or drink alcohol for 24 hours.

DO NOT make important decisions or sign legal papers for 24 hours.

3. DO NOT drive a motor vehicle for 24 hours or longer depending on post operative instructions.

The above instructions have been explained to me prior to receiving medication. I understand them.
I know the surgeon will explain his findings after my procedure, and I will receive a copy of this form.

Patient Signature: _____ Date: 8/27/10

Witness to signature: _____

Diet: _____ As before admission to center

Medication: _____ Resume home medication regimen.

Pain Medication: _____

Do not take the following medications:

Be sure that when taking a new prescription, you review the pharmacy provided warnings on the bottle.

Activity:

Rest for 24 hours; no heavy lifting or strenuous activity.

Do not drive until your follow up appointment with the surgeon.

Elevate your R L Arm Leg above your heart for 48 hours.

Please use your Sling Post op shoe as follows:

Please use your Shoulder Knee Immobilizer as follows:

You may weight bear as tolerated with your crutches walker N/A on the R L side.

You may NOT bear weight on the R L side when ambulating with your crutches / walker.

TED Hose Instructions:

Additional Instructions: _____

Wound Care:

Keep your dressing clean, dry and intact until your follow up appt.

Do not change the dressing; you may reinforce the dressing with clean gauze as needed.

You may remove the dressing in _____ days, shower (do not tub bathe), and cover with clean band-aids daily.

Apply ice to the surgical site for 24 - 48 hours (20 min on, 20 min off, etc).

Additional Instructions: _____

Signs and symptoms to call your Surgeon with:

Excessive bleeding on your dressing.

Pain that is not adequately relieved by the pain medication-prescription your Surgeon gives you.

Medication information provided on: _____

Nausea and vomiting that does not allow you to keep fluids down without vomiting within 24 hours.

Inability to urinate within 8 hours.

Temperature greater than 101 degrees.

The operative extremity becomes, cold, numb, discolored, or develops foul smelling drainage.

Please notify the center if you have not received your pathology results from your Physician within 14 days of your surgery.

Other: _____

Follow up appointment / Contact information:

I have a follow up appointment on _____

@ _____

with Dr. _____

Your Surgeon's phone number _____

CBJSC: 7A-5P M-F (843) 236-6633

Your initial Physical Therapy appointment is on _____

@ _____

Location: _____

PHI for the patient: _____

PACU RN Signature: _____

Date: _____

Date: _____

Carolina Bone & Joint Surgery Center

101 Surgeons Drive
Myrtle Beach, SC 29579

DRUG ADMINISTRATION RELEASE FROM RESPONSIBILITY

NAME: FERGUSON, GEORGE
ACCT#: 14212
AGE: 46
DOB:
DR: LEAK, ROBERT S MD
DOS: 08/27/10

I, the undersigned, assume full responsibility for transporting

who has been given a narcotic or similar drug at Carolina Bone & Joint Surgery Center, to their place of residence.

Cheryl Foster
Printed Name

8/27/10
Date & Time

[Signature]
Signature

[Signature]
Witness

STRAND ORTHOPAEDIC CONSULTANTS, LLC

Joe N. Jarrrett, Jr., M.D., P.A.
DEA A08312024

Richard W. Ward, M.D., P.A.
DEA AW1072405

Steven M. Callihan, M.D., P.A.
DEA A02542572

J. Clark Butler, M.D., P.C.
DEA BB4443508

Wayne B. Baerle, M.D., P.C.
DEA BB3712850

Robert S. Leak, M.D., P.C.
DEA BL6101579

James O. Martin, IV, MD
DEA BN6905191

Alexander J. Pappas, MD
DEA BP7910676

Kimberly A. Ceschini, Purovivor D.O.
DEA PC6523666

Joseph K. Bethle, P.A.-C
DEA MB1588978

David B. Lee, P.A.-C
DEA ML1573422

ORTHOPAEDIC SURGERY

(843) 236-3222
210 Village Center Blvd
Suite 200
Myrtle Beach, SC 29579

FOR

ADDRESS

R

DATE 8/27/10

LABEL

NR1-2-3-4-5-INF

Dispense As Written

M.D.

Substitution Permitted

M.D.

NAME: FERGUSON, GEORGE
ACCT#: 14318
DOB:
DR: LEAK, ROBERT S MD
DOS: 08/27/10
AGE: 46

Carolina Bone and Joint
Surgery Center
Physician Operative Note

NAME: FERGUSON, GEORGE
ACCT#: 14318
DOB: AGE: 46
DR: LEAK, ROBERT S MD
DOS: 08/27/10

Date:	8/27/10
Pre-Operative Diagnosis:	(N) SF MTE neck / Proximal fx
Surgical Procedure:	CARP (N) SF MTE neck / Proximal fx
Post-Operative Diagnosis:	
Findings:	
Specimens:	
Complications/ Additional Notes:	
Surgeon:	WJ
Assistant:	
Anesthesia:	LM
Estimated Blood loss:	to 1000
Drains:	

Physician's Signature

Dictation Confirmation #

NAME: JUSON, GEORGE

ACCT#: 14318

DOB:

AGE: 46

DR: LEAK, ROBERT S MD

DOS: 08/27/10

STRAND ORTHOPAEDIC
CONSULTANTS, L.L.C.

Medical History & Review of Systems

Name: George Ferguson MR #: _____What are you being seen for today? R Hand Fracture

Please Check If You Have Experienced Any of the Following:

☐ Change in Vision	☐ Bladder / Kidney Infection
☐ History of Cancer / What type _____	☐ Kidney Stones
☐ Heart Diseases / Murmur / Irregular Heartbeat	☐ Prostate Problems
☐ High Blood Pressure	☐ Sexually Transmitted Disease
☐ Stomach Ulcers / Heartburn / Reflux / Vomiting Blood	☐ Recent Change in Weight / Energy
☐ Change in Bowel Habits / Rectal Bleeding	☐ Skin Disease / Rash
☐ Fainting / Dizziness	☐ Complications from Anesthesia
☐ Stroke / Seizures	☐ Prolonged Bleeding
☐ Diabetes	☐ Depression / Anxiety
☐ Hepatitis	☐ Alzheimer's / Memory Loss
☐ Arthritis / Joint Pain	☐ Heart Block
☐ Shortness of Breath / Emphysema / Asthma	☐ Heart Bypass

Please Answer the Following Medical History Questions:

List All Hospitalizations / Surgeries (include dates): Left Hand Dr. Leak
1980

Family History of Illness: _____

Do You, or Have You Ever, Smoked? Yes Packs per Day: 1 Age Started: 18 Age You Quit: _____Do You Drink Alcohol? Yes Average Drinks per Day / Week: 3 BEERS / wk.Current Medications (include strength & dosage): NAAllergies to Medication: NRDA

Please Answer to the Best of Your Knowledge:

Do You Take Aspirin or Blood Thinners (i.e., Coumadin, Plavix)? (Please List) NODo you have a Family History of Osteoporosis? NOWhen was your last Bone Density? NO Where? _____Have You Ever Had an Allergic Reaction to Sulfu Drugs? NO

Have You Ever Taken Any of the Following?

TYPE OF MEDS	YES/NO	NAME	REACTION
Anti-Inflammatory Medication (Ibuprofen, Motrin, Aleve, Daypro, Relafen, Voltaren, Lodine, Celestam, Arthrolex, Celebrex, etc.)	<u>YES</u>	<u>NA</u>	
Acid Reducer / Ulcer Medication (Pepcid, Tagamet, Zantac, Prilosec, Prevacid, Protonix, Cytotec, Tums, Mylanta, Aciphex, Nexium, etc.)	<u>NO</u>		

Patient Signature: _____

Date: 8-23-10

(Reviewed & Annotated) Physician Signature: _____

Rev. 03/10

arb / bar



W.S. (Bill) Edwards, Jr., M.D. * Rakesh P. Chokshi, M.D.
 Patrick K. Denton, M.D. * Anthony W. Alexander, M.D. * Barry L. Clark, D.O.
 Nigel A.R. Watt, M.D. * Robert E. Elvington, Jr. M.D. *
 Matthew D. Welsch, M.D. * Jason B. O'Dell, M.D. * Dewey N. Ervin, M.D. *

901 E. CHEVES ST., SUITE 100 - FLORENCE, SC 29506-2769
 1580 FREEDOM BLVD., SUITE 100 - FLORENCE, SC 29505
 (843) 662-5233 - FAX (843) 678-9003 - WWW.PDOA.COM

Initial Examination

PATIENT ID: 333167

PATIENT: George Ferguson
 DOB:
 Employer:

Date of Service: 03/26/12
 Age: 48 years old
 Occupation: Unemployed

Referring Physician: Not Referred By
 Other Physicians:

Date of injury/onset:

Date: 08/22/2010
 Type: INJURY

Chief Complaint: Right pinky finger injury

HPI: George Ferguson is a 48 years old, left hand dominant white male who is currently unemployed who presents with right small finger dysfunction, for an independent medical examination. George suffered an injury at work on 8/22/10, where he was moving a stacked washer and dryer unit down the stairs. He was on the lower end, and the washer and dryer fell on rollers down 3 stairs, pinning his right hand in between it and the wall. He suffered lacerations over the volar aspect of the hand, as well as a hyperextension injury to the small finger. He was initially seen in the ER, underwent local wound debridement, and had stitches placed on the volar aspect of the hand. On 8/27/10, he underwent a closed reduction and percutaneous pin fixation of his small finger P1 fracture as well as his metacarpal neck fracture. He had the pins removed around 4-6 weeks; he did not have access to occupational therapy at the time. He developed progressive stiffness and dysfunction in the small finger, and currently is unable to make a fist, and also notes deformity in the PIP joint. He denies numbness or tingling in the fingertips. He has had no previous injury or surgery to the hand or wrist. He has difficulty with motion and gripping activities. The difficulty and soreness when present is a 4/10, and intermittent.

He has had no previous injury or surgery to the hand or wrist.

Allergies: .No Know Drug Allergies
 Current Meds: No data for Medication
 Past Med Hx: .None
 Surgical History: Hand: Right hand and Left hand pinky
 Family History: Parents: Father-Deceased; Parents: Mother-Deceased
 Social History: Alcohol use: Seldom; Drug Use: Never; Employment: Unemployed; Marital Status: Divorced; Tobacco: Cigarettes <1 PPD

REVIEW OF SYSTEMS:

General, neuro, psychiatric, respiratory, cardiovascular, GI, GU, blood and lymph, EENT, musculoskeletal, skin and endocrine systems are normal except what is noted: **.No abnormal findings known**

Report Date: April 04, 2012 Patient: Ferguson, George B T DOS: 03/26/12

PHYSICAL EXAM:

Vitals: HEIGHT: 6'0" WEIGHT: 165 lbs 0 oz BMI: 22.4
Appearance: Normocephalic, atraumatic. No apparent distress.
Psychiatric: Mood and affect were appropriate.
Neuro: Alert and oriented x 3.

FOCUSED EXAM:

Right small finger-MP motion +25/25, PIP motion 60/65 actively, 30/100 passively, DIP motion 0/30. Composite grip 5 cm from palmar flexion crease, slight internal rotation with attempted composite grip. Neurovascularly intact distally. Minimal swelling.

X-ray: 3 views right small finger on 3/26/12-fractures well-healed, normal appearing MP and IP joints

ASSESSMENT:

Diagnosis: -Posttraumatic right small finger MP contracture and extensor tendon scarring, slight rotational deformity

PLAN:

PRESCRIPTION: No data for Prescription

I had a long discussion with George regarding his medical condition. He suffered a crush injury at work, with fractures that required closed reduction and percutaneous pin fixation. With this type of surgery which is necessary to correct bony deformity, it is common to have posttraumatic joint contractures and extensor tendon scarring. Access to occupational therapy can often minimize this effect, however it is common after this type of surgery to require a second surgery for scar release and tendon adhesion release.

For George, to retain more normal motion and alignment, he may require a rotational osteotomy of the small finger metacarpal along with releases of the small finger dorsal capsule as well as extensor tendon. This will not create a normal finger, but may provide more functional motion especially with gripping activities. Risks of surgery include bleeding, infection, pain, stiffness, damage to surrounding structures, hardware prominence, hardware failure, malunion, nonunion, and the possible need for future surgeries, along with associated occupational therapy which would be required after surgery to optimize his outcome. Therapy generally requires 8 to 12 weeks after this type of surgery.

Again, after that type of surgery he may require a second procedure for scar release and possible hardware removal.

Permanent impairment results from persistent symptoms and motion deficits.



Matthew D. Welsch, MD

This document was electronically signed on 03/26/12

STRAND ORTHOPAEDIC CONSULTANTS

Patient ID: 19190GF

Patient Name: GEORGE B FERGUSON

Date of Birth:

Date of Service: 07/05/2012

MYRTLE BEACH OFFICE

HPI: Mr. Ferguson is seen today after a long absence. I have not seen him since 01/11. He continues to have problems with that right upper extremity. He has been having a lot of pain in his right hand. It runs up his forearm and also up into his shoulder. His shoulder has been limiting a lot of his current employment.

EXAM: On examination of his right small finger, he continues to have rotational abnormality of the right small finger. It overlaps the ring finger when he goes to clench his fist. He has good digital range of motion in the other digits. His wrist is swollen and painful as well. He has good elbow range of motion. His shoulder has decreased range of motion. He is unable abduct above his head. He has pain around his scapula posteriorly.

X-RAYS: X-rays of his right hand shows that his proximal phalanx and metacarpal neck fractures have healed. They are in fairly good alignment.

ASSESSMENT:

1. Right small finger clinical rotational abnormality.
2. Right shoulder adhesive capsulitis with possible rotator cuff pathology.
3. Right wrist synovitis.

PLAN: Discussed options for treatment with him. He really needs corrective osteotomy of that right small finger metacarpal in an attempt to realign the small finger with the other digits in his hand. This could be done as an outpatient. He also could do with an evaluation of his right shoulder. This was injured at the same accident back in 08/10 and the washer caused a significant traction injury to his right shoulder that needs to be addressed. We discussed all this. He is having his Worker's Compensation hearing soon. He needs to be covered for his entire right upper extremity. We discussed all this. He will require a minimum of two surgeries on his right hand to correct this problem as well. We discussed all this. I will see him back when his surgery has been approved.

Robert S. Leak, M.D.
RSL/rur/kvn

Frequently asked questions

Moving Help®

Truck rentals	<u>How does Moving Help work?</u>
SIRIUS XM Satellite Radio	<u>Who is a Moving Helper?</u>
Trailer/towing rentals	<u>What if I do not hear from the Moving Helper after my order is placed?</u>
Truck sales	<u>What if a Moving Helper accepts the order but does not show up on the scheduled day?</u>
Storage	<u>What happens if a Moving Helper damages my goods during the move?</u>
U-Box®	<u>Are Moving Helpers bonded or insured?</u>
Damage coverage	<u>How much does Moving Help service cost?</u>
Moving supplies	<u>How many hours of Moving Help do I need?</u>
Moving Help®	<u>Why is there a minimum service of two hours?</u>
Website	<u>What happens if the service takes longer than what I paid for?</u>
Arbitration	<u>What happens if a job is completed in less time than originally requested?</u>
	<u>What is a payment code?</u>
	<u>What if I misplace or lose the payment code?</u>
Related links	<u>How do I make changes to my Moving Help order?</u>
Find Moving Help	<u>How do I cancel my Moving Help order?</u>
Find a U-Haul location	<u>Should I tip a Moving Helper?</u>
Look up your order	
Contact us	

How does Moving Help work?

1. Compare customer rated Moving Helpers and place an order with your credit or debit card. We will charge your card for the services you have selected and give you a payment code for your Moving Helpers.
2. Contact your Moving Helpers to work out the scheduling details.
3. When you are totally satisfied that the work is completed as agreed, give the payment code to your Moving Helpers as payment.
4. Complete a review of your Moving Helpers for other customers to read. Your comments and rating are an important part of helping other families select the best Moving Helper for their needs.

Who is a Moving Helper?

A Moving Helper is an independent individual or company who participates in the Moving Help marketplace. All Moving Helpers go through a verification process and must complete the Moving Help certified training class to be active on our Web site. Our system of unedited customer reviews assure the best quality Moving Helpers are rated among the top in our marketplace so you can expect a high level of professionalism and quality service on the day of your move.

What if I do not hear from the Moving Helper after my order is placed?

You should contact your Moving Helper directly using the contact information provided on your order confirmation. Moving Helpers are often out on other jobs and may not respond immediately.

If you do not receive a response within 24 hours, please send us an email or call customer support at 1-866-748-4110.

What if a Moving Helper accepts the order but does not show up on the scheduled day?

We recommend you contact the Moving Helper the day before the job to confirm all service details. If the Moving Helper does not show up the day of the job, call them directly to determine if they are running late on a previous job. If you are unable to contact the Moving Helper, call customer support at 1-866-748-4110 immediately so we can assist you in finding alternate help.

What happens if a Moving Helper damages my goods during the move?

Customer reviews ensure that problems are extremely rare. Any possible damages should be worked out immediately with the Moving Helper. We recommend that you give out the payment code only when the issue has been resolved to your total satisfaction. You also have the ability to provide your feedback by placing your review of the Moving Helper. Your comments and rating are an important part of helping other families select the best Moving Helper for their needs.

Are Moving Helpers bonded or insured?

We encourage you to look carefully at the Moving Helpers' reviews to read what type of service other customers have experienced. Some Moving Helpers are bonded or insured, although it is not required. You can find out additional information on each Moving Helper in their individual

profiles. Our marketplace allows you to read reviews on all Moving Helpers so you can properly select the one who meets your needs.

How much does Moving Help service cost?

Moving Help is a marketplace that gives you the opportunity to shop for the best prices & service from independent customer-rated Moving Helpers in your area. The cost of service varies depending on the Moving Helper you select. Moving Helpers are required to display all fees, including taxes and service charges. This is to ensure that you are fully aware of all costs before your purchase.

How many hours of Moving Help do I need?

Based on your move size, our quick estimate is a starting point for the total number of hours you may require. If you have especially bulky or heavy items or any specialty items such as a piano, we recommend you increase your hours accordingly. Stairs, furniture that will need disassembling before loading, or having boxes and furniture unloaded in specific rooms are some other factors that will increase your total job time.

Why is there a minimum service of two hours?

Our experience shows that most Moving Help jobs require a minimum of two hours when the job is carefully done. It is not economically feasible for Moving Helpers to take jobs smaller than two hours.

What happens if the service takes longer than what I paid for?

No problem! We recommend you contact customer support at 1-866-748-4110 to place another order or you may work out the additional amount with the Moving Helper and pay them directly.

What happens if a job is completed in less time than originally requested?

Ask your Moving Helper what other work they are willing to do. Moving Helpers are compensated for the preset amount of time you purchased regardless of the actual time taken to perform the service, so take advantage of the "bonus time" to allow hard-working Moving Helpers to get additional work completed at your new home.

What is a payment code?

The payment code is your assurance that the service will be completed correctly. Once you are totally satisfied that the work is completed as agreed, give the payment code to your Moving Helper and authorize us to release payment.

What if I misplace or lose the payment code?

You can look up your order by your last name and order number to retrieve your payment code.

How do I make changes to my Moving Help order?

Please contact the Moving Helper(s) directly to make any necessary changes. Contact information for the Moving Helper can be found on your order confirmation email.

How do I cancel my Moving Help order?

You can cancel by looking up your order and from there you will be able to view, change or cancel your order. Please allow 5-7 business days for the refund to post to your account.

Should I tip a Moving Helper?

The best way to reward a Moving Helper is with a five star review. In addition to giving a great review, tipping is encouraged for the excellent service you received.

Our story

MovingHelp.com was created out of a need to provide individuals and families with reliable helpers that are better than movers at an affordable cost. As a result, an online marketplace was developed that today enables customers to shop and compare individuals who will provide a variety of labor services – loading, unloading, packing, unpacking, cleaning and driving. Each day, hundreds of people choose from a list of thousands of pre-screened Moving Helpers® throughout the U.S. and Canada.

What we do

We connect people with a reliable moving labor to do any of the following: packing help, unpacking help, loading help, unloading help, cleaning help and driving help. You can choose any or all of the moving labor services that you need and then simply select from a list of Moving Helpers available in your area. Our web site is like a labor only directory that ranks all Moving Helpers based on a five star rating system, as well as enables you to read numerous customer reviews from families who have used their services. You can compare prices and ratings and read customer comments about all Moving Helpers before you make your selection.

In the past customers have only had two options when it came to moving: (1) Hire full service moving companies and pay substantial prices (even if you tried to use flat rate movers or cheap movers) or (2) Do-It-Yourself by renting a truck and spending all your time moving. Today, there is a great, innovative third choice created by Moving Help that gives you the best of both worlds - (3) Moving Help - which enables you to save money by renting your own truck and saves your back by providing you with the muscles to move your boxes and more. Both the time and money saved by using Moving Help are incredible. We have had customers literally save thousands of dollars by using Moving Help.com rather than the full service moving companies.

But don't just take our word for it – click the "Find available Moving Helpers" button on the home page and you can read firsthand what others are saying about their experience. Keep in mind your customer reviews are unedited so you can hear the truth. Quite simply, we exist to make moving easier for everyone. Get a Moving Helper today and make the right move - an easy move - at movinghelp.com.

Discover the Moving Help® difference.

Read customer reviews - Select the best Moving Helper based on what others are saying. Write your own review after the move and receive cash back.

Stay in control - Your local Moving Helpers are paid when you are satisfied with the move and you authorize payment.

Save time and money - Cut your relocating time in half while saving up to 75% over traditional moving companies.

How does Moving Help® work?

1. **Search** - Compare moving labor prices and read customer reviews, then choose your Moving Helper®.
2. **Connect** - Receive contact information immediately on your Moving Helper and call them directly to discuss your plans for your move.
3. **Move** - You are in complete control of your move since payment will not be authorized until the move is completed and you have given the Payment Code to the Moving Helper.

Find Moving Helpers® in your area now

Moving Helper®
sign in

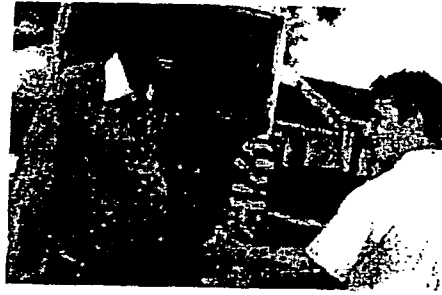
Email:

Password:

[Forgot your password?](#)

Sign in

Need work? Help others move.



Get connected to local moving families on the world's largest marketplace for moving.

More than customer leads - Moving Help® gives you real work with guaranteed payment!

Sign up now

What is Moving Help®?

Moving Help is an online marketplace for moving labor services. It provides a place for people who are moving to find and transact with people offering labor only services that can help them move.

Most customers are looking for help with loading/unloading, driving a rental truck, packing/unpacking, and cleaning. Moving Help is a labor only service.

What makes a good Moving Helper?

- Affordable Moving Helpers work in their local area. If you want to perform long distance moves, Moving Help is not for you.
- Moving Helpers provide labor only. Moving Help is not for businesses that own their own trucks, trailers or equipment.
- Know people needing work or extra cash? Work with your friends and family to help other families move.
- If you like to work onsite, directly with the people that hire you, you can be a successful Moving Helper.

So what are you waiting for? [Sign up now!](#)

[Frequently asked questions](#)

Search frequently asked questions:

Search

[Retrieve my Payment Code](#)

[Edit my moving labor services](#)

[Cancel my order](#)

[Review my Moving Helper](#)

[General feedback](#)

[Our privacy policy](#)

[Terms and conditions](#)

General Questions about Moving Help

How does Moving Help work?

1. Compare customer rated Moving Helpers and place an order with your credit or debit card. We will charge your card for the services you have selected and give you a payment code for your Moving Helpers.

2. Contact your Moving Helpers to work out the scheduling details.

3. When you are totally satisfied that the work is completed as agreed, give the payment code to your Moving Helpers as payment.

4. Complete a review of your Moving Helpers for other customers to read. Your comments and rating are an important part of helping other families select the best Moving Helper for their needs.

What is your privacy policy?

Your customer information is protected and secure. We do not sell or trade information with non-affiliated companies and we only share with the Moving Helper information required to complete your service. Please read our complete privacy policy.

What is the Moving Help Customer Agreement?

This Agreement outlines important legal information and the terms and conditions of your Moving Help transaction. Please take time to read the entire Customer Agreement.

About Moving Helpers

Who is a Moving Helper?

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What if I do not hear from the Moving Helper after my order is placed?

You should contact your Moving Helper directly using the contact information provided on your order confirmation. Moving Helpers are often out on other jobs and may not respond immediately. If you do not receive a response within 24 hours, please visit the Customer Service area of our Web site and let us know.

What if a Moving Helper accepts the order but does not show up on the scheduled day?

We recommend you contact the Moving Helper the day before the job to confirm all service details. If the Moving Helper does not show up the day of the job, call them directly to determine if they are running late on a previous job. If you are unable to contact the Moving Helper, call Customer Support at 1-866-748-4110 immediately so we can assist you in finding alternate help.

What happens if a Moving Helper damages my goods during the move?

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Placing your Moving Help Order

How much does Moving Help service cost?

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What happens if the service takes longer than what I paid for?

No problem! We recommend you contact Customer Support at 1-866-748-4110 to place another order or you may work out the additional amount with the Moving Helper and pay them directly.

What happens if a job is completed in less time than originally requested?

Ask your Moving Helper what other work they are willing to do. Moving Helpers are compensated for the preset amount of time you purchased regardless of the actual time

taken to perform the service, so take advantage of the "bonus time" to allow hard-working Moving Helpers to get additional work completed at your new home.

Payments, Changes, and Cancellations

What is a payment code?

The payment code is your assurance that the service will be completed correctly. Once you are totally satisfied that the work is completed as agreed, give the payment code to your Moving Helper and authorize us to release payment.

What if I misplace or lose the payment code?

Click the Customer Service tab and follow the instructions to retrieve your payment code, Moving Helper contact information, and other order details.

How do I make changes to my Moving Help order?

Please contact the Moving Helper(s) directly to make any necessary changes. Contact information for the Moving Helper can be found on your order confirmation email.

How do I cancel my Moving Help order?

You can cancel your order by filling out the form in the Customer Service section of our website. Please allow 5-7 business days for the refund to post to your account.

Can I tip a Moving Helper?

The best way to reward a Moving Helper is with a five star review. In addition to giving a great review, tipping is encouraged for the excellent service you will receive.

Moving resources

[Moving tips](#)

[Moving calendar](#)

[Tax information](#)

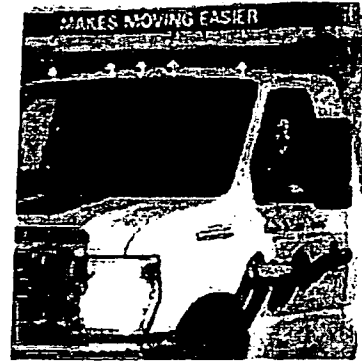
Moving tips

The most common mistakes people make when moving.

Waiting until the last minute to reserve a truck or trailer.

[U-Haul](#) recommends that you make your reservation 2 to 4 weeks ahead of time.

[MovingHelp.com](#) also recommends that you set up your moving labor services 2 to 4 weeks prior to your move date. Keep in mind that the summer months are the busiest months in the moving industry. **Nearly 45% of all moves occur between Memorial Day and Labor Day.**



You can avoid the busy weekends at rental centers if you move between Monday and Thursday. You also might get cheaper rates on your moving rental truck during non-peak times.

Not packing your boxes ahead of time.

Good packing is essential for a good move. Don't try to pack up your whole house all at once, start packing one room at a time. Start with the least used rooms and end with the rooms that you use every day. Don't forget to label your boxes.

[MovingHelp.com](#) offers moving labor service providers who will **pack and unpack for you**, saving you work and time!



Going through all of your things in advance will give you a good opportunity to get rid of all the things you don't want anymore. Be sure to check out our [moving calendar](#) for more helpful information. **Remember that the more you pack prior to moving day, the easier your moving day will be!**

Not having unloading help at your destination.

While friends and family can help out, sometimes it's just more practical to hire [local Moving Helpers](#) that can do the work fast and with the right amount of care. [MovingHelp.com](#) offers you **trained, experienced and local moving helpers** that can efficiently load and unload your belongings.



Hiring professional moving labor services is a great way to reduce the risk of personal injuries. A lot of the time, people without moving experience suffer back injuries while moving. For

that reason we highly recommend that you get Moving Helpers that can potentially save you an expensive trip to the hospital.

Make sure you have plenty of moving boxes & supplies.

People often underestimate the amount of boxes they will need for their move and keep in mind that U-Haul offers a buy back guarantee on all unused boxes.

Our story

MovingHelp.com was created out of a need to provide individuals and families with reliable helpers that are better than movers at an affordable cost. As a result, an online marketplace was developed that today enables customers to shop and compare individuals who will provide a variety of labor services – loading, unloading, packing, unpacking, cleaning and driving. Each day, hundreds of people choose from a list of thousands of pre-screened Moving Helpers® throughout the U.S. and Canada.

What we do

We connect people with a reliable moving labor to do any of the following: packing help, unpacking help, loading help, unloading help, cleaning help and driving help. You can choose any or all of the moving labor services that you need and then simply select from a list of Moving Helpers available in your area. Our web site is like a labor only directory that ranks all Moving Helpers based on a five star rating system, as well as enables you to read numerous customer reviews from families who have used their services. You can compare prices and ratings and read customer comments about all Moving Helpers before you make your selection.

In the past customers have only had two options when it came to moving: (1) Hire full service moving companies and pay substantial prices (even if you tried to use flat rate movers or cheap movers) or (2) Do-It-Yourself by renting a truck and spending all your time moving. Today, there is a great, innovative third choice created by Moving Help that gives you the best of both worlds - (3) Moving Help - which enables you to save money by renting your own truck and saves your back by providing you with the muscles to move your boxes and more. Both the time and money saved by using Moving Help are incredible. We have had customers literally save thousands of dollars by using Moving Help.com rather than the full service moving companies.

But don't just take our word for it – click the "Find available Moving Helpers" button on the home page and you can read firsthand what others are saying about their experience. Keep in mind your customer reviews are unedited so you can hear the truth. Quite simply, we exist to make moving easier for everyone. Get a Moving Helper today and make the right move - an easy move - at movinghelp.com.

Discover the Moving Help® difference.

Read customer reviews - Select the best Moving Helper based on what others are saying. Write your own review after the move and receive cash back.

Stay in control - Your local Moving Helpers are paid when you are satisfied with the move and you authorize payment.

Save time and money - Cut your relocating time in half while saving up to 75% over traditional moving companies.

How does Moving Help® work?

1. **Search** - Compare moving labor prices and read customer reviews, then choose your Moving Helper®.
2. **Connect** - Receive contact information immediately on your Moving Helper and call them directly to discuss your plans for your move.
3. **Move** - You are in complete control of your move since payment will not be authorized until the move is completed and you have given the Payment Code to the Moving Helper.

Find Moving Helpers® in your area now

Best Cheap Movers @ WARNING - don't get a mover before comparing Billy's moving quotes! www.Billy.com/Movers

Moving Out of State? 65% Discounts from Moving Companies Compare Moving Companies Now! www.Orbitz-Moving.com

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We are a family owned and operated company, We specialize in loading and unloading your rental truck. We work hard to ensure your moving is done in a timely and orderly fashion, Your belongings are handled with extra care, We will work hard to make your moving experience as stress free as possible.

Sean P. Unterkoefer

Details

Price:

75/HR Firm

Advertiser:

Owner

Posted By

[unitedstandmoving](#)



UNITED STAND MOVING

click above for more info on this user

Name:

sean unterkoefer

Address:

608 1st ave s.

Zip Code:

29577

City:

Myrtle beach

State > County: South Carolina > Other areas

Country:

United States

Phone:

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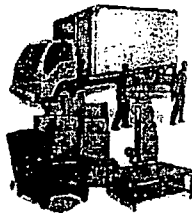
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Get connected to local moving families on the world's largest marketplace for moving.

More than customer leads - Moving Help® gives you real work with guaranteed payment!

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What is Moving Help®?

Moving Help is an online marketplace for moving labor services. It provides a place for people who are moving to find and transact with people offering labor only services that can help them move.

Most customers are looking for help with loading/unloading, driving a rental truck, packing/unpacking, and cleaning. Moving Help is a labor only service.

What makes a good Moving Helper?

- Affordable Moving Helpers work in their local area. If you want to perform long distance moves, Moving Help is not for you.
- Moving Helpers provide labor only. Moving Help is not for businesses that own their own trucks, trailers or equipment.
- Know people needing work or extra cash? Work with your friends and family to help other families move.
- If you like to work onsite, directly with the people that hire you, you can be a successful Moving Helper.

So what are you waiting for? [Sign up now!](#)

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COME VENTURE WITH US

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WHERE WILL U GO NEXT?	X SPORT
NUMBER ONE FAMILY MOVER	KAR-GO (Stylized)
THE INCREDIBLE ADVENTURES OF SAMMY U	MOVE LIKE A PRO
MOVING MADE EASIER	A & Design
SAMMY U	1-800-BE-4-U-TOW
RENT IT ALL AT U-HAUL	MOM'S ATTIC
BOXES TO YOUR DOOR	Roadway Logo
THE RIGHT EQUIPMENT AT THE LOWEST COST	EZ-LOAD RAMPS
AMERCO	U-HAUL RENTAL & Rectangle Roadway Design
MY FIRST U-HAUL	STEALTH and Design
MOVERS WORLD & Design (w/ Blue Color)	U-HAUL RENTAL & Square Roadway Design
U-DELIVER	BUILDING DESIGN (L-SHAPE)
AIR-CUSHIONED RIDE	VENTURE ACROSS AMERICA
TEAM U-HAUL	ADVENTURE IN MOVING
SAFEMOVE	EZ-LOAD
EZ-HAUL	U-HAUL MOVING CENTER
SAFESTOR & Design	U-HAUL TRUCK SALES OUTLET & Design (Colors Red...
U-STORE	U-HAUL SELF STORAGE BUILDING
SAFETRIP	U-MOVE U-STORE
SPORT TRAILER	U-Haul RENTALS & Design
KAR-GO	XTRAILER
HELPING HANDS ALONG THE WAY	U-MOVE
U & Design (Man & Color Red)	E-MOVE
U-HAUL MOVING MADE EASIER & Roadway Design	RIGHT EQUIPMENT/LOWEST COST
U Design (Color Red)	FRONT LINE
HELPING HANDS ALONG THE WAY	THE TOWING SYSTEMS EXPERTS SINCE 1945
U-HAUL & Design	U-HAUL with Orange Color
U-HAUL MOVING MADE EASIER & Roadway Design	Illustr. of a Family Posing in Front of an Open..Box.
U-HAUL & Design (with Wheel)	HITCH WARRANTY & Design
MAKING PACKING EASIER (Stylized)	HOW TO MOVE (Stylized)
SAFETOW	WINDOW DESIGN (no color)
WWW.UHAUL.COM	Illustr. of a Couple Posing in Front of an Open..Box.

AMERICA'S MOVING ADVENTURE	SHORTY WARDROBE
VENTURE ACROSS AMERICA	IN-TOWN
AIR-RIDE SUSPENSION	MASTER PAK
U-HAUL.COM	U-HAUL
Truck Design (Orange & White Color Combination)	BEDROOM KIT
WHERE WILL U GO NEXT?	HOW TO STORE (Stylized)
Design of Cargo Trailer & Chassis (Orange & Aluminum)...	HOUSEHOLD KIT
Wheel Design	1-800-GO-U-HAUL
E-STORAGE	PROTECTION PLUS KIT
A TO Z	C.A.R.D.
HAUL	SMART START KIT
AMFORM INC. and Design	B.E.S.T.
WEEKENDER	U-HAUL SPORT
Target Design	STORAGE MADE EASIER (Stylized)
Design on Moving Van	THE VAN THAT RIDES ON AIR
DU-HIKKI	Truck Design (Orange & White Color Combination)
Design in Shape of Half Circle (Orange and White Combination)	U-HAUL HITCH WORLD & Design
U-HAUL TOW DOLLY & Design	MAX & Design
WINDOW DESIGN (orange color)	U-HAUL'S HOUSEHOLD MOVING and Design
3 STRIPE: U-Haul TOW DOLLY TOWING MADE EASIER &...	THE TOWING SYSTEM EXPERTS SINCE 1945 & Design
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White w/ Red Inside: Outline of Wheel Well Shape	U-HAUL SELF STORAGE BUILDING
U-HAUL & Design (Cargo Trailer & Chassis...	U-HAUL HAS IT ALL
White w/ Black & Red Inside: Outline of Wheel...	U-HAUL & Design (Sign with Colors Blue & Orange)
ADVENTURE IN MOVING, Placement of Mark on Wheel Well	WEBSELFSTORAGE
GENTLE RIDE VAN	Jumbo Hauler
SUPER HITCH CENTER	

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1 STATE OF SOUTH CAROLINA) BEFORE THE S.C. WORKERS'
2) COMPENSATION COMMISSION
3 W.C.C. FILE NO. 1023143
4

5 George Ferguson,
6 Employee/Claimant,
7 vs.
8 eMove,
9 Employer,
10 and
11 New Hampshire Insurance Company,
12 Carrier/Defendants.
13
14
15
16

17 DEPOSITION of SEAN UNTERKOEFLER, taken
18 pursuant to notice, at the Ramada Inn, 490 Pleasant Street,
19 Lewiston, Maine, on March 16, 2012, commencing at 2:22
20 P.M., before Lisa A. Casper, Registered Professional
21 Reporter, a Notary Public in and for the State of Maine.
22
23
24
25

Page 2

1 APPEARANCES:

2 For the Employee/Claimant:

3 Stephen B. Samuels (by speakerphone)
4 Samuels Law Firm, 1527 Blanding Street
5 Columbia, SC 29250 - (803) 779-4000
6 Stephen@samuelslawfirm.net
7

8 For the Employer and Carrier/Defendants:

9 Kristian M. Cross (by speakerphone)
10 Collins & Lacy, P.C., 1330 Lady Street, 6th Floor
11 Columbia, SC 29201 - (803) 255-0497
12 KCross@collinsandlacy.com
13

14 For South Carolina Workers' Compensation Uninsured
15 Employers Fund:

16 Ajerenal Danley (by speakerphone)
17 The Danley Law Firm, 240 Stoneridge Drive, Suite 401
18 Columbia, SC 29210 - (803) 254-2269
19 adanley@thedanleylawfirm.com
20

21 Also Present: Lacey O'Neil
22
23
24
25

Page 4

1 SEAN UNTERKOEFLER, having been sworn by the Notary
2 Public, was examined and deposed as follows:

3 EXAMINATION BY MS. CROSS:

4 Q. Good afternoon, Mr. Unterkoefer. My name is Kristian
5 Cross. I'm the attorney for eMove and New Hampshire
6 Insurance Company in the Workers' Compensation claim filed
7 by George Ferguson. We are here today to take your
8 deposition. Do you understand that you are sworn to tell
9 the truth and are under oath just as if you were in a court
10 of law?

11 A. Yes, I do.

12 Q. Okay. Have you ever been deposed before?

13 A. Excuse me?

14 Q. Have you ever been deposed before?

15 A. No, I have not.

16 Q. Okay. So just a couple of things before we get
17 started. We may have some communications issues; we are
18 over the phone, but there is a court reporter there with
19 you in Maine who is taking down everything we all say, so
20 please make sure that all of your responses are verbal.

21 Obviously, it's over the phone; so uh-huhs and
22 un-huns can be muddled and appear unclear on the record.
23 And obviously, head nods I won't be able to see over the
24 phone, so if you can just make sure to respond verbally.
25 And if an affirmative or negative response is required, say

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1 INDEX

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3 EXAMINATION BY MS. CROSS

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9
10 EXHIBITS

11 NO. DESCRIPTION

PAGE

12 1 eMove Documents, Pages 1 Through 91

17

23 (The exhibit was contained in the original and
24 copies made.)
25

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1 yes or no as opposed to uh-hum or un-hun. Is that okay?
2 A. Absolutely.

3 Q. Okay. And to make the record clear so that everybody
4 understands what's going on because we're all in different
5 places, if you could wait until your - either I or one of
6 the other attorneys is finished asking our question before
7 you respond to the question and we will also let you finish
8 completely answering your question before we start asking
9 you another question, okay?

10 A. Okay.

11 Q. And if for any reason during the deposition a question
12 is asked of you that you don't understand, just let one of
13 us know in some way that you don't understand the question
14 and we will repeat it as many times as necessary for you to
15 understand and - and get a response that's appropriate to
16 the question that we ask, okay?

17 A. Absolutely.

18 Q. And so if you respond to my question, I'm going to
19 assume that you've understood my question and answered it
20 truthfully; is that fair?

21 A. Yes.

22 Q. Are you currently under the influence of any
23 medications that may affect your testimony here today?

24 A. No, I am not.

25 Q. Okay. And for the purposes of this deposition, unless

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1 there are any objections, if I use the word customer, I am
2 using that word to mean an individual or individuals moving
3 from one residence to another for the purposes of this
4 deposition.

5 A. Okay.

6 MS. CROSS: Is that okay with everybody?

7 A. Yup.

8 MR. SAMUELS: Stephen Samuels. It's okay with
9 me.

10 MR. DANLEY: Al Danley. It's okay with me.

11 MS. CROSS: Okay.

12 Q. Mr. Unterkoeffer, can you please give your full name
13 for the record?

14 A. Yes. Sean Patrick Unterkoeffer.

15 Q. And what is your current address?

16 A. My current address is 25 Wing Street, Lisbon Falls,
17 Maine.

18 Q. What is the zip code up there?

19 A. 04252.

20 Q. How long have you been at that address?

21 A. For the last eight months.

22 Q. Where were you before moving back to Maine or moving
23 to Maine?

24 A. I was in Myrtle Beach at 6507 Hawthorne Lane.

25 Q. What was the zip code there?

1 Q. So that was two years back, so was that in 2010?

2 A. Yeah. 2010. It was 2009. I believe December of 2009

3 I moved down there.

4 Q. What did you do after high school?

5 A. I had a few jobs. I first started at Maine Recycling

6 in Lisbon Falls, Maine; then I moved on to a masonry

7 company, Charlie Roberts Masonry; and worked for a year or

8 so at Walmart Distribution Center as a forklift operator

9 before I went to Myrtle Beach, South Carolina.

10 Q. You said you moved to Myrtle Beach in December of 2009
11 with a friend of yours?

12 A. Yes.

13 Q. Okay. And where did you live when you moved to Myrtle
14 beach?

15 A. I first moved to 608 First Avenue in Myrtle Beach.

16 That was my first address.

17 Q. Okay. Did you get a job when you got down here?

18 A. No, I did not. I was having a hard time finding work
19 for a quite a while.

20 Q. What was your first job in Myrtle Beach?

21 A. It was my self-employment, actually, with, you know,
22 my business, United Stand Moving.

23 Q. And when did you start that company?

24 A. It had to be March of 2010, I believe.

25 Q. Did you have a business partner or did you start the

Page 7

Page 9

1 A. 29572.

2 Q. How long were you at that address?

3 A. Six months.

4 Q. What's your date of birth?

5 A. It is 2/1, 1986.

6 Q. Do you have any family still in South Carolina?

7 A. No, I do not.

8 Q. Are you currently married?

9 A. No, I am not.

10 Q. Do you have any children?

11 A. No.

12 Q. How far did you go in school?

13 A. High school. Graduated high school.

14 Q. What year did you graduate?

15 A. 2004.

16 Q. What high school did you graduate from?

17 A. Lisbon High School in Lisbon Falls, Maine.

18 Q. Did you attend any college classes after graduating
19 from high school?

20 A. No, I did not.

21 Q. What brought you down to South Carolina?

22 A. Honestly, just a change. I had the opportunity to go
23 down there with a friend a few years back and, you know,
24 just wanted to go to a new place, basically, and landed in
25 Myrtle Beach.

1 business by yourself?

2 A. It was by myself. I had a few friends that helped out
3 here and there, but it was myself that started it.

4 Q. How was your business organized, was it an LLC, PC,
5 corporation?

6 A. No, it was not.

7 Q. None of those? Did you file any paperwork with the
8 South Carolina Secretary of State?

9 A. No, I did not.

10 Q. Did you file taxes for the business?

11 A. No, I did not.

12 Q. Did you have a tax ID number?

13 A. I have a tax ID number associated to myself, but --

14 Q. But did you use it for your business?

15 A. No, I did not.

16 Q. Is the company still in existence?

17 A. No, not right now, it is not. I was trying to get
18 things back up and running but haven't been able to.

19 Q. When did you terminate the business?

20 A. I would say last March would make it about a year ago.

21 Q. March 2011?

22 A. Yes.

23 Q. So you operated for about a year?

24 A. Yes.

25 Q. It is United Stand Moving, not United Strand Moving;

Page 10

1 is that correct?
2 A. It is United Stand Moving. That is correct.
3 Q. And how did you come up with the idea to start United
4 Stand Moving?
5 A. It was actually through a friend I had met down there
6 who had a moving business who gave me a lead on eMove's
7 website that did advertising and had told me it was a free
8 business to start up and that eMove, you know, did the
9 advertising and took a 15-percent fee for the advertising
10 of whatever, you know, business that I wanted to come up
11 with, and, you know, thought it sounded like a good idea.
12 Q. And what was that friend's name?
13 A. Wendell.
14 Q. Wendell. What's Wendell's last name?
15 A. I'm not sure his last name. It was Quality Movers.
16 He actually operated on the website, too. I'm not sure of
17 Wendell's last name.
18 Q. Okay. But it was Quality Movers?
19 A. It was Quality Movers, yes, ma'am.
20 Q. Were they located in Myrtle Beach as well?
21 A. Yes. Yes, they are.
22 Q. So how did you go about starting your moving company?
23 A. When he gave me the lead for the website on eMove, I
24 looked through everything. You know, obviously not having
25 money to start a business, it sounded like a good idea

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1 that, you know, eMove would just take a 15-percent
2 marketplace fee for advertising and, you know, the
3 advertisements were listed on U-Haul trucks, not my
4 personal business, but the website which I was listed on.
5 And, you know, it sounded like a good business to start,
6 and I just, you know, followed through with it.
7 Q. Did you -- did you do any other type of business -- I
8 mean advertising such as Yellow Pages or anything like
9 that?
10 A. No, nothing of that sort, just on the eMove website.
11 Q. And what was your relationship with eMove?
12 A. My relationship with eMove was basically eMove
13 advertised for my business and took a 15-percent
14 marketplace fee for the advertisement.
15 Q. Were you paid by eMove or the customer?
16 A. I was paid by the customer; however, the transactions
17 were released by eMove direct deposit into my bank account.
18 Q. So correct me if I'm wrong; if I'm understanding this
19 correctly, the customer would get on eMove's website and
20 create an account?
21 A. Well, the customer would get on there and there'd be a
22 list of moving companies in that area, and the customer
23 could choose through a series of ratings. You know,
24 customers have the ability to rate different companies
25 based on prior jobs all the way up to a 5-star rating.

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1 Like I said, there was a list of companies a
2 customer could choose from when they went on that website,
3 and basically they would retain the company they chose,
4 retain their services, eMove would book it for us and they
5 would release a payment code to the customer in which when
6 the job was completed I would go onto the eMove website,
7 put in my payment codes, and the funds would be released to
8 myself.
9 Q. Does eMove -- did eMove book the appointment times or
10 did the customer have a selection of available times that
11 you provided?
12 A. The customer had a selection of available times that I
13 provided.
14 Q. And you had an account set up on eMove's website; is
15 that correct?
16 A. Yes, I did.
17 Q. And so the customer put in what time they wanted you
18 to assist them and put in their payment on the website and
19 then they got a code --
20 A. Yes.
21 Q. -- is that correct?
22 A. They would get a -- what eMove would do is give the
23 customer -- I guess, you know, to make them feel better,
24 they would hold the payment until I got the code the job
25 was completed, you know, which was safer than giving cash.

Page 13

1 And once the job was completed, the customer physically
2 gave me the payment code and I would put that onto the
3 website and it would take about two to three days and it
4 was direct deposited into my bank.
5 Q. Upon completing the move or whatever service you were
6 providing to the customer, they would give you the code
7 after the services were done --
8 A. Well, after --
9 Q. -- so you had access to their money?
10 A. Right. Absolutely. They would -- eMove would release
11 the code to them, and that was just a confirmation code.
12 eMove would just hold the funds until I punched that code
13 in acknowledging that I have completed that job.
14 Q. eMove was never paying you; the customer was paying
15 you --
16 A. No. The customer was paying me.
17 Q. -- did I understand that correctly?
18 MR. SAMUELS: Object to the form of the question.
19 Object to leading.
20 Q. You can still answer the question.
21 A. Yes. I -- they would release -- just the payment code
22 they would give the customer. When the customer retained
23 my services through my business, eMove would release them a
24 payment code, okay, and the funds would not be direct
25 deposited into my bank account until I completed the job,

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Page 16

1 you know, and the customer was satisfied enough to give me
2 the payment code in which I would put the payment code when
3 the job was completed and the funds would be released. It
4 was the customer who purchased with a credit card to retain
5 my services.

6 Q. And out of the money you received from the customer,
7 you paid eMove 15 percent; am I understanding that
8 correctly?

9 A. They took 15 percent right off the top and then
10 released the rest to me.

11 Q. Did you have your own equipment for your business?

12 A. No, I did not. What I provided on the website was a
13 labor service, and the customer would supply things such as
14 dollies, blankets. You know, any equipment you could think
15 of that would entail moving someone, the customer would
16 supply that.

17 Q. Can you kind of walk me through from beginning to end
18 how this process works so we all understand what we're
19 talking about here?

20 Like from the time -- obviously, you're not the
21 customer, but a customer presumably gets on the website and
22 says -- you know, puts some information, I want to move on
23 X date, and they give the credit card information, they get
24 the code back, then what happens on your end?

25 A. What I would do is I would contact the customer to

1 A. Yes, we did.

2 Q. And when you got to the location, the U-Haul truck was
3 already there?

4 A. Yes. The rental truck was already there that the
5 customer had provided.

6 Q. So you got the call in, either yourself or your friend
7 would go to a particular location in your own personal
8 vehicle, and then you would pack up their items and load it
9 onto the truck?

10 A. Right. I'd load it onto the rental truck in which
11 they supplied. And it could be an unload, it could be a
12 load, it could be both. It could be just unpacking of
13 boxes and packing of boxes. It was basically just a labor
14 service that I provided.

15 MR. SAMUELS: Stephen Samuels. I'm going to
16 object to the question as counsel is testifying.

17 Q. And what do -- what were the typical services that you
18 provided --

19 A. It was --

20 Q. -- loading and unloading, which you've already
21 testified to?

22 A. Right. Loading and unloading of -- of a rental truck,
23 basically.

24 Q. In looking at this document that eMove has produced in
25 response to Mr. Danley's subpoena, they're numbered 1

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Page 17

1 verify the time of the job, the nature of the job, what the
2 job entailed, you know, the details of the job, you know,
3 confirm times and whatnot, and, you know, I would show up,
4 complete the job. And after I completed the job, the
5 customer would give me the payment code, and I would go on
6 to the website, punch in the payment code, and the funds
7 would be released to me.

8 Q. Can you describe the job to me? How -- like, for
9 instance, you said the customer supplied the dollies and
10 everything, so were -- did you have employees?

11 A. No, I did not. I mostly just had people that would --
12 were willing to help me do this. I didn't have any
13 full-time employees. I pretty much operated myself, you
14 know, and I found -- I had some friends here and there, but
15 no one in particular person for a certain -- for a long,
16 lengthy time. It was kind of just based on when I got the
17 work I found someone to help me.

18 Q. What would they have to do on the job? When -- when
19 you got a -- what was a typical job, was it unloading and
20 loading or describe that -- how that worked to me.

21 A. Yeah. It was, you know, generally loading and
22 unloading of -- of a rental truck which the customer
23 rented, you know, and packing and unpacking of boxes.

24 Q. Did you or your friend drive your own personal vehicle
25 to the location?

1 through 91; I want to identify all these documents, but for
2 right now, I just want to look at page 32. Let me know
3 when you get there.

4 A. Yes, ma'am. I'm on page 32.

5 Q. Okay. This -- it appears -- well, can you tell me
6 what this document is?

7 A. This document is what my hourly rates were to provide
8 moving services.

9 Q. Okay.

10 MS. CROSS: I'd like to introduce pages 32 and
11 33, and 33 is just page 2 of 2 in its length, but as
12 Exhibit 1 to the deposition.

13 MR. SAMUELS: This is Stephen Samuels. Kristian,
14 why don't we simply introduce all the documents as one
15 exhibit and refer to the --

16 MS. CROSS: Page numbers?

17 MR. SAMUELS: -- page numbers?

18 MS. CROSS: That works.

19 MR. DANLEY: Al Danley. I agree with that.

20 MS. CROSS: Okay. So pages 1 through 91 is
21 Exhibit 1 and we'll just refer to the pages.

22 (Exhibit No. 1, eMove Documents, Pages 1 Through 91,
23 marked for identification.)

24 Q. And page 32 lists loading and unloading as one
25 service?

Page 18

1 A. Yes, ma'am.
2 Q. And packing and unpacking is the second service?
3 A. Yes, ma'am.
4 Q. Cleaning help and maid service is the third service?
5 A. Yes.
6 Q. And driving help as a fourth service?
7 A. Yes.
8 Q. And out of those four services that you provided, what
9 did you do the most of?
10 A. Loading and unloading.
11 Q. And driving help, what does that mean?
12 A. Basically, the customer, if they didn't want to drive
13 the rented trucks, which was 95 percent of the time U-Haul,
14 a U-Haul truck, you know, they would retain my services to
15 drive. Like I could load and unload, and they also wanted
16 me to drive to the location to unload the truck, to drive
17 the rental truck.
18 Q. You said 95 percent of the time it was a U-Haul truck?
19 A. Yeah.
20 Q. What was the other 5 percent?
21 A. Sometimes it would be Penske. And Budget also would.
22 I would say close to 95 percent of the time it was a U-Haul
23 truck.
24 Q. Did you get all of your moving business from
25 advertising with Moving Help or eMove?

Page 19

1 A. Yes, I did.
2 Q. Was U-Haul your employer?
3 A. No. U-Haul wasn't my employer. You know, mostly, I
4 would generally say the reason why 95 percent of the time
5 it was U-Haul trucks is because eMove had an advertisement
6 on their -- excuse me -- U-Haul had an advertisement on
7 their trucks saying, Get Unload and Load Help Now, and
8 listed the eMove Moving Helper website on the rental truck
9 itself. So say somebody rented a U-Haul, they could look
10 at that and go onto the website and find movers in that
11 area.
12 Q. Was eMove your employer?
13 A. No, they were not.
14 Q. I want to go through the rest of these documents and
15 identify them, and I had a question -- question about some
16 of them.
17 A. Okay.
18 Q. I've put together pages 1 through 29. They -- they
19 appear to be the same thing, but -- or from a similar tab,
20 I guess, on a website. Can you identify those documents
21 for me?
22 A. Ma'am, did you say 1 through 29?
23 Q. I did.
24 A. Okay. Just let me look through.
25 Q. Okay.

Page 20

1 A. Yes, ma'am. They're in the same nature. What they
2 were is I would set -- on the website, I would set my
3 availability, you know, set the price of my services and
4 anything to that nature, my contact information.
5 Q. Did eMove or U-Haul have anything to do with your
6 availability to perform a move?
7 A. No. I would set my own availability.
8 Q. Did eMove or U-Haul have any say in the prices that
9 you set for your services?
10 A. Absolutely not.
11 Q. Page 30 of Exhibit 1, can you identify that document
12 for me, please?
13 A. Okay. Page 30 is a profile. This is basically --
14 when I started this, this is the format they gave me to
15 list the name of my business, address which is where I
16 lived, and a description of, you know, what I did.
17 Q. Can you identify page 31 for me, please?
18 A. Page 31 is among the same nature to the last page. It
19 is my user ID, that's how I logged into my account, my
20 password, business phone number, cellphone number.
21 Q. Did eMove or U-Haul have any control over your
22 territory or where you provided your services?
23 A. Absolutely not. The coverage area, you know, other
24 than providing the format, but I physically chose my
25 coverage area, you know, which reached from Wilmington to

Page 21

1 Charleston, South Carolina.
2 Q. Can you identify page 34, please?
3 A. Page 34 would describe my availability, dates and
4 times that I would be available or times of each day
5 through the workweek that I would be available.
6 Q. Other than the format here, did eMove or U-Haul have
7 anything to do with your starting and ending time?
8 A. Absolutely not.
9 Q. Did eMove or U-Haul have any control over or say in
10 the maximum number of jobs that you would perform in a
11 given day?
12 A. I don't -- I don't believe so, no. I had -- I'm
13 looking at page 34 right now. I had my max daily job set
14 between two and five jobs a day depending on, you know,
15 obviously how many hours and how much I could handle.
16 Q. What are pages 35 and 36?
17 A. Pages 35 and 36, they look like notes. They are notes
18 from any time I've had an issue with any of the services
19 that I provided. I would call Moving Help or eMove and,
20 you know, basically they would assist me; for instance, if
21 I had trouble with a payment or I had trouble with a
22 customer, anything to that nature. This looks like it was
23 all documented and who I spoke to on the phone.
24 Q. If a customer didn't have sufficient funds on their
25 credit card, what would happen?

Page 22 1 A. I never really got into that issue. I never had that 2 issue personally, so I'm not sure exactly what would 3 happen. I know that I did not personally take credit card 4 or credit card information. eMove made reservations for 5 me. So I don't know if there's a way which they could tell 6 if the person had sufficient funds or not. I never had an 7 issue with that. 8 Q. On page 35, on 4/6, 2011 -- 9 A. Yes, ma'am. 10 Q. -- it says, MH called trying to find out why he hasn't 11 been paid for jobs, and there's numbers of several jobs. 12 Do you know who MH is? 13 A. Yeah. That's moving helper. That would be me, the 14 moving helper. 15 Q. And you called and inquired about these -- do you 16 recall this transaction? It says, he was using a rush card 17 through JP Morgan Chase. Is that he, you, or the customer? 18 A. This is me. What happened -- and I still didn't 19 receive funds, but -- is I had a problem with a debit card 20 which the bank account had closed and some transactions had 21 gone through, and with my bank account being closed, they 22 weren't sent. 23 And I tried to buy a prepaid card from Walmart, 24 from -- a rush card from JP Morgan & Chase was the company 25 that had the card which I purchased, and I had problems	Page 24 1 provided the driving help service? 2 A. Yes, ma'am. 3 Q. And if you would like, I have this -- I made notes of 4 the page numbers, if you would like to count for yourself. 5 Does that sound correct to you? 6 A. Yes, it does. 7 Q. Okay. The majority of -- for the majority of the jobs 8 that you did, did you just perform one-third or did you 9 perform most of the services? 10 A. Most of it was load and unload. A few times I've done 11 a load and unload and the packing and unpacking, and just a 12 couple times -- I would have to look through here, but a 13 couple times I did the cleaning also. 14 Q. How would you or your friends get to the second 15 location for the customer? So I guess the -- you know, the 16 customer's moving out of his old residence and moving into 17 a new residence, presumably, and how would you or your 18 friends get from location one to location two? 19 A. It would be a personal vehicle. 20 Q. And if I'm not mistaken, page 48 appears to be the 21 same availability tab, if you will, from your -- the 22 account website; is that correct? 23 A. Yes, ma'am, it is. 24 Q. What is page 49 of Exhibit 1? 25 A. This appears to be my coverage area, the maximum
Page 23 1 putting in routing numbers and whatnot. It would only let 2 me put in a certain amount of numbers and it kept leaving 3 one off, so I never received funds for those jobs. I never 4 got paid. 5 Q. I'm now looking at pages 37 through 47. Can you 6 identify pages 37 through 47 for me? 7 A. Yup. I'm looking through them right now. 8 Q. Okay. 9 A. Yes. It appears to be of jobs in which I was paid for 10 and the job dates and I guess jobs that I've been paid for. 11 Q. Go back to April of 2009. 12 A. Okay. 13 Q. If I'm not mistaken, I think you said you operated the 14 business from March of 2010 to March of 2011? 15 A. It must have -- it must have been April, ma'am. I 16 just, you know, off the top of my head, can't remember when 17 exactly I started, but it must have been April 2009. 18 Q. Did you come to South Carolina in 2008 because you 19 said it was December 2009? 20 A. That's what it must have been. It must have been 21 2008, December of 2008 turning 2009, and I started in April 22 of that year. 23 Q. And I've gone through -- and you can take your time to 24 count for yourself. I believe I've gone through and 25 counted nine instances out of these 225 jobs where you	Page 25 1 distance that -- you know, that I would travel for a job. 2 Q. What is page 50? 3 A. Page 50 is a calendar in which eMove provided the 4 format in which I could -- it looks like I could -- it was 5 my scheduling; like when jobs would pop up, they would go 6 under this calendar. I could click on the customer's name, 7 it would bring up times and details of the move, contact 8 information. It also gave me the ability to block days 9 that I would not be available. 10 Q. What's page 51? 11 A. This looks like it was another format on the website 12 which I could go to job history to see jobs completed, jobs 13 that had been cancelled, financial records of the month's 14 earnings, last 90 days' earnings, and that's about it. 15 Q. What are -- I've grouped together pages 52 through 64. 16 If you could identify those documents for me, please. 17 A. This appears to be jobs that I had been paid for. 18 It's listed on the format as in the last 90 days on the 19 first page. I'm assuming that all the paper -- to page 64, 20 I believe you did say -- 21 Q. Yes. 22 A. -- was jobs completed in 90 days from 3/4, 2009, to -- 23 or actually, 3/4, 2009 to 2/29, 2012. So that's basically 24 the whole time I operated this account. 25 Q. The \$2,196.20 --

Page 26

Page 28

1 A. That must be from the -- at the top of the page, which
2 I'm sure everyone's looking at -- must be the last 90 days.
3 It also has start date, end date, but I guess the time
4 frame would be 90 days, so that was in a 90-day period.
5 Q. Do you know how much money you made from United Stand
6 Moving altogether?
7 A. No, I do not, ma'am. I was just aware of it when I
8 looked at this. I have receipts, I have everything
9 documented in which I need late filing taxes and all that,
10 but I have receipts and all that stuff.
11 Q. Are you in the process of filing taxes for that --
12 A. Yeah. I'm in the process of getting everything
13 together. Yes, ma'am.
14 Q. Do you know what form you're going to be filing your
15 taxes?
16 A. No, I do not.
17 Q. Can you identify page 65?
18 A. I'm not particularly certain on this, but I think
19 it's -- was the format in which I could look up any
20 information or any jobs that I did in the past.
21 Q. Do you know what page 66 is?
22 A. This was saying -- basically stating that my account
23 was inactive on the eMove website.
24 Q. And it also looks like the photos tab in that whole
25 screenshot of your account; is that accurate?

1 A. When did I sign up?
2 Q. Yes.
3 A. As we had talked about, I think it was -- I'll look
4 back. It was April of 2009.
5 Q. And explain to me or describe to me the process that
6 you went through in signing up to advertise on eMove's
7 website.
8 A. Basically what I interpreted as I read through the
9 eMove Moving Help Agreement that I'm sure we're all looking
10 at right now, I read the terms and conditions; you know,
11 and then basically submitted personal information in which
12 I believe there was a -- there was a couple-day wait, and I
13 had to do a phone hearing on the marketplace to set up an
14 account and how to start the business.
15 And that was a service that eMove provided to,
16 you know, help get on their website so they could advertise
17 and basically, you know, get the 15-percent marketplace
18 advertisement fee.
19 Q. Was that a phone hearing?
20 A. Yeah. There was a -- it was a conference over the
21 phone with multiple people on the line. I remember I had
22 to mute it. And it was any questions and concerns with
23 setting up the account to be a moving helper, you know,
24 stuff to that nature.
25 Q. What kind of things did they discuss on the conference

Page 27

Page 29

1 A. Can you repeat that?
2 Q. It also looks like the photos tab, like a screenshot
3 of the photos tab of your account; is that accurate?
4 A. Yes.
5 Q. Can you identify page 67, please?
6 A. This is basically the format on the website that I
7 operated off of to get any information such as my business
8 profile, the services I provided, when I was available,
9 ratings, my schedule, notes, any reports, any photos or any
10 files.
11 Q. Can you identify page 68 for me, please?
12 A. 68 looks like it's in the same nature, the same as 67.
13 Q. What about 69?
14 A. It's basically the same thing, besides on the bottom
15 of the page where it looks like it was selected all files
16 on one and one is inactive files which I don't know what
17 that pertains to.
18 Q. Pages 70 through 79, a document entitled, eMove Moving
19 Help, Moving Helper Agreement, have you ever seen that
20 document before?
21 A. Yes, I have. When I first had started this -- this
22 service, this was the contract which they provided on their
23 website.
24 Q. When did you sign up on the eMove or Moving Help
25 website?

1 call?
2 A. It was basically how to -- if I remember right, it was
3 how to be a successful moving helper, how -- how to come up
4 basically from start to finish, like how to -- you know,
5 you come up with your business name; you could link a
6 website directly to eMove website.
7 You know, it was basically like an informational
8 thing on starting your account. And I believe that was
9 done by Marcus Bethea if I remember correctly.
10 Q. Marcus who?
11 A. I believe Bethea. He's actually on page -- he's in
12 the notes when I spoke to eMove about any problems I had.
13 It's on the page where I wasn't paid for a few jobs. It's
14 on that. I don't know if I'm pronouncing his last name
15 correctly.
16 MR. SAMUELS: This is Stephen Samuels. It looks
17 like Bethea. It's on page 35.
18 THE DEPONENT: That's correct.
19 Q. You said there were several other people on the phone.
20 Who were the other people? Were they over movers?
21 A. There were other people starting a moving help account
22 to be a moving helper.
23 Q. You said they offered successful -- offered tips about
24 becoming a successful moving helper. What kind of tips did
25 they provide?

Page 30

1 A. There was one specifically I remember about creating a
2 link or a URL that would basically -- you know, for
3 instance, I could say unitedstandmoving@ -- I think I had
4 to use moving helper in that as the URL as the website. It
5 would directly -- so if I had a business card, it would
6 directly link it to the eMove website where they wouldn't
7 see other companies or competitors, they would just go
8 right directly to my home page and, you know, obviously
9 that would bring more business to eMove advertising. It
10 would bring it to them for me.

11 Advertising such as a business card or something
12 like that would link it back to their site so they were
13 getting a 15-percent marketplace fee.

14 Q. Were you allowed -- strike that.

15 What other tips did they offer?

16 A. Then it was basically -- if I remember right, it was
17 just an informational thing; any questions anyone had,
18 any -- to start, basically. If you, you know, were having
19 trouble starting it or, you know, figuring out how to set
20 everything up, the format, any kind of questions, any kind
21 of help, basically.

22 Q. Is that regarding setting up your account with them?

23 A. Right. It was people, per se, for all over the
24 country that had wanted to be part of the website in the
25 same general time frame. You know, who they were

Page 31

1 advertising, other companies that started on the website,
2 and it was just like an informational, if anyone needed
3 help, you know, and how to -- I apologize. I'm trying to
4 think here.

5 Basically, any -- any troubleshooting, you know,
6 they were there. Any kind of questions or concerns you had
7 in setting up your account on eMove, basically.

8 Q. Was your particular business discussed, like your
9 moving business?

10 A. No. No. You know, that was up to, I assume,
11 obviously, each individual person. It was more of just a
12 informational thing on how to set up the account on the
13 website.

14 Q. Moving Helper Agreement. How did you -- did you sign
15 the agreement?

16 A. Yes, I did, when I first started. Yes.

17 Q. How did you sign the agreement?

18 A. I believe it was when I went to the web page, that was
19 the first thing I had to do was read the agreement and
20 acknowledge that I read the agreement in order to start a
21 account on eMove's website.

22 Q. So did you check a box or did you have to --

23 A. I believe it was, yeah. I believe I checked a box
24 that -- there was a box, I believe, that said I've
25 acknowledged and read the terms and conditions, something

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1 to that nature.

2 Q. Were you a subcontractor of eMove or U-Haul?

3 A. No, I was not. Like I said, it was a -- basically
4 they just advertised, you know, for my business and
5 multiple businesses across the country and took a
6 15-percent marketplace fee for that advertisement. Their
7 advertisements are listed mostly on U-Haul trucks. I
8 haven't seen it on any other trucks.

9 It doesn't say one specific company on the truck.
10 It basically gives the information to the website in which
11 a customer could go on to retain moving services, you know,
12 in the area they're in, and they can pick through
13 competition, basically.

14 Q. Could a customer contact you directly?

15 A. No, they could not. They would have to contact eMove
16 to render my services, and then eMove would submit the
17 customer's contact information after our services were
18 rendered. I could -- once they rendered my services, yes,
19 I could contact them directly.

20 Q. Was that because of your particular business model?

21 Why couldn't they contact you directly?

22 A. Because when their call -- well, on the website, they
23 can submit -- after they retain my services, yes, they can
24 contact me directly, but they're calling eMove to make the
25 reservations and choose what -- you know, basically what

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1 company they wanted and the services they wanted, and eMove
2 would submit that information to me and, at that point, the
3 customer could call me or I could call them once I had --
4 you know, their information was documented on the computer
5 and I could see it in front of me.

6 Q. What I'm trying to ask is if -- because I played
7 around on the website a little bit.

8 A. Okay.

9 Q. If -- if you go onto the website, the first screenshot
10 you see is, you know, available dates or whatever?

11 A. Yeah.

12 Q. Once you put in dates, there's a list of -- there's a
13 list of movers that comes up with their numbers?

14 A. Yup.

15 Q. All right. Before your payment's put in, if a
16 customer goes to that screen and sees United Stand's Moving
17 number or another mover's number, can they call directly
18 and say I have a U-Haul, will you help me move my stuff?

19 A. I don't believe so. I don't remember ever seeing
20 that. The only thing I thought at the time that my phone
21 number would be given is if my services were actually
22 purchased and then my personal information was given. I
23 haven't looked at things from the other end on how a
24 customer -- because there's two ends of it, basically.
25 There's moving help and moving helper. I forget

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1 which one it is, but it's either moving help, I think, the
2 customer can go on and choose the companies or whatnot from
3 the area. That's basically it.
4 Q. Is there a particular reason why -- strike that.
5 Is it your understanding that they couldn't do it
6 or you couldn't do it or it just didn't happen very often?
7 A. It never happened. No one ever got my information.
8 Basically, I think that's because eMove was making a
9 15-percent market fee, so they would be cutting themselves
10 out by leaving direct information to someone else, you
11 know.
12 Q. Was it your understanding that you couldn't put your
13 number in the Yellow Pages?
14 A. I just never went that far. I operated on an eMove
15 website. I didn't advertise anywhere else. You know, I
16 didn't have my own truck, nor the, you know, financial
17 means to get a truck. So you know, like I said, I started
18 a labor service, it was free to start, and my
19 interpretation that, you know, I acknowledged that eMove
20 advertised for me and took a 15-percent marketplace fee.
21 Q. Did anyone at eMove or U-Haul ever tell you that you
22 couldn't advertise anyplace else like the Yellow Pages?
23 A. No. They never told me that I couldn't, no.
24 Q. Can you identify pages 80 through 91 for me, please?
25 A. Yes, ma'am. This is a rating system in which it gives

1 Workers' Comp claim here down in South Carolina for a date
2 of injury of August 21, 2010; is that correct?
3 A. Yes, ma'am.
4 Q. Is that your understanding?
5 A. Yes, ma'am.
6 Q. Okay. On page 42 and 43 --
7 A. Okay.
8 Q. -- it looks like on 8/21, 2010 --
9 A. Let's see.
10 Q. -- it looks like there were two jobs?
11 A. Okay. Right on the bottom? Yup.
12 Q. The last one on page 42 and the first one on page 43.
13 Are you familiar with Mr. Ferguson's accident?
14 A. Yes, I am.
15 Q. Do you know which one of these jobs he was on at that
16 time?
17 A. I'm not sure. On this page, it was a job in Carolina
18 Beach area of North Carolina.
19 Q. Do you recall how much you paid him for that job?
20 A. Yeah. I gave him the whole funds to the job.
21 Q. Which was how much?
22 A. I can't remember. Looking at it, I can't remember
23 which one it was. I know I had -- I was busy with jobs
24 that day and George said he needed some work and I gave
25 him, I think it was a three-hour job. It might have been

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1 the customers the ability to, you know, give some
2 reflection, some comments on your performance and how you
3 did, basically, your services.
4 Q. And why is this information available or on -- on this
5 website?
6 A. Because, like I said, you can go on -- when you go on
7 the eMove website or Moving Help website, it lists, you
8 know, competition, it gives a customer the ability to
9 choose the company, you know, they want to go with, and
10 then naturally they can see some reflection there upon your
11 performance, you know, to make their choice.
12 Q. Go back to the job history which is pages 37 through
13 47. Let me know when you're there.
14 A. Okay. I'm on -- page 37 through 47?
15 Q. Yes.
16 A. Okay. I'm looking through it right now. This looks
17 like financial records for the service I provided from the
18 calendar year, it looks like, it says from the 1st of 2009
19 to 2/22, 2012.
20 Q. The top of this -- or toward the top of the document,
21 it says United Stand Moving job history?
22 A. Yup.
23 Q. Am I reading that correctly? Okay.
24 A. Yes.
25 Q. And you are aware that Mr. George Ferguson has a

1 174. \$174.
2 Q. Do you think it's the job at the bottom of page 42?
3 A. Yes, ma'am. That actually could be either one because
4 they were both scheduled for the morning, so any of those
5 two, the last two.
6 Q. You mentioned you thought it was a three-hour job?
7 A. That's right. And there were just -- as I'm looking
8 here, it's -- I had two three-hour jobs that day. You
9 know, one of them I couldn't do so I gave the work to
10 George. So I can't remember if it was -- because they both
11 say morning -- or actually, that's 8/21. Okay. Yeah.
12 Three-hour job on 8/21, that's the one I believe it is.
13 Q. How do you know Mr. Ferguson?
14 A. I actually met George through a friend of mine by the
15 name of David Coats. And there was a few times where I
16 needed help on -- like I think George helped me out on two
17 or three jobs. He said he was, you know, hard up and
18 needed some money, and I said I couldn't handle, you know,
19 the workload and basically gave him the, you know, the jobs
20 to do.
21 Q. Do you recall how many jobs George helped you on?
22 A. I would say three or four at the most.
23 Q. Did you pay him -- how did you pay him?
24 A. With cash. I would type in the payment code, and most
25 of the time I told him if he needed help, someone else to

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1 help -- I gave him the job, gave him the address, basically
2 gave him the lead to the job and told him he could have the
3 funds to the job, you know, and if he had someone to help
4 him, he could get someone to help him, and it was his
5 business what he wanted to do with the money and how he
6 wanted to pay his help.
7 Q. Was it a set fee or how did you determine how much you
8 were going to pay him?
9 A. It was just the whole job. Like a three-hour job was
10 174 so I gave him \$174.
11 Q. So he was paid per job?
12 A. Yes, per job. Yeah. And then obviously I was -- I
13 had done probably two jobs myself with George and I would
14 split it in half. You know, he would take half of the 174,
15 per se, if it was 174 and, you know, I would take the other
16 half. On most of the jobs that I gave George, I gave him
17 all the funds for the job, you know, and he was responsible
18 for, you know, getting his own help however way, you know,
19 he would go about it, but you know, I'd give him the funds
20 to the job.
21 Q. On the jobs that Mr. Ferguson performed, he would take
22 the entire -- the entire amount?
23 A. Right. If I wasn't -- most of the jobs -- probably
24 once or twice I actually physically worked with George.
25 The other times I just had the workload or not the time to

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1 do it so I gave him the lead, the customer's name, the job,
2 directions, and told him -- you know, he was hard up, he
3 wanted to earn money, I told him he could have all the
4 money, he could have the job, you know, and I would pay him
5 whatever it was.
6 If it was a three-hour job for \$174, I'd give him
7 \$174. And a couple times he had a few guys help him. I
8 know once, it was a younger guy name Arly that he knew, and
9 he was responsible for paying them however he wanted to pay
10 them. It was his business at that point.
11 Q. You never made any money off of the jobs that he
12 performed?
13 A. Absolutely not.
14 Q. The ones you were with him?
15 A. The ones that I was with him; yeah, probably two, I
16 would say. One or two that I actually physically worked
17 with George, then yeah, I would split it in half with him.
18 Q. Were you with Mr. Ferguson on August 21st of 2010?
19 A. No, I was not.
20 Q. Okay. How did you find out he was injured?
21 A. It was actually the guy he was working with. I
22 believe it was Kenneth Hill.
23 MR. DANLEY: I'm sorry. This is Al Danley.
24 Could you repeat that name?
25 THE DEPONENT: Yes. Kenneth Hill.

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1 MR. DANLEY: Okay.
2 A. Who he was working with at the time, he called me and
3 said that, you know, George had got hurt.
4 Q. Do you have any contact information for Ken Hill?
5 A. I do not. Last I knew, he had moved to Arkansas, I
6 believe. I've kind of lost contact with Kenneth, so I
7 don't have any information on how to contact him or
8 anything. I do know the last state he resided in was
9 Arkansas.
10 Q. And what did Kenneth Hill tell you when he called you
11 to tell you that George got hurt?
12 A. He basically stated that George had an accident, he
13 was moving a washer and dryer and it came loose on the
14 dolly, I believe, and he ran down the stairs and it smashed
15 his hand or something to that nature.
16 Q. That particular job, like we said, you believe it's
17 the 8/21, 2010, job on the bottom of page 42 --
18 A. Yup.
19 Q. -- but there's also one at the top of page 43. What
20 kind of job was that? What services were being provided?
21 A. It was a load and an unload, I believe.
22 Q. What does that mean in regards to the U-Haul truck?
23 A. Basically they would load the U-Haul truck and then
24 unload it at another address that the person was moving
25 into.

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1 Q. Correct me if I'm mistaken, I don't see driving help
2 as a service. Is that -- am I reading the document
3 correctly?
4 A. Right.
5 Q. Does that mean that driving services were not
6 provided?
7 A. Right. Correct.
8 Q. Does that mean the customer drove the truck --
9 A. Yes.
10 Q. -- presumably?
11 A. That would be correct.
12 Q. Did you speak to Mr. Ferguson following his accident?
13 A. Yes, I did.
14 Q. When was that conversation?
15 A. I basically kept calling his phone after he got hurt.
16 You know, I was concerned for him and, you know, I called
17 and it kept going to voicemail, so I contacted Kenneth.
18 Naturally, you know, I was concerned to see how he was, and
19 I believe, I don't know if it was the same day or the day
20 after, you know, I asked him what went on, and he basically
21 explained the situation, that a washer, dryer came loose
22 and pinched his hand between the door, I believe.
23 And then I physically saw him when he went to
24 visit another friend of mine, David Coats, you know, and I
25 had talked to him face to face and just asked how he was

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1 and how he was doing, you know, told him that, you know, I
2 felt bad that he was hurt.
3 Q. Did he ask you to pay for his medical treatment?
4 A. Absolutely not.
5 Q. Did he ask if you have Workers' Comp insurance?
6 A. Yeah, I believe he said something to that nature about
7 Workman's Comp, but I was under the understanding — you
8 know, like I said, it was mostly me running this company
9 and, like I said, no particular employee for a large amount
10 of time. I had less than three employees, and I was
11 under — the interpretation of the law is if I had three or
12 less employees, I didn't have to carry Workman's
13 Compensation.
14 Q. How did you come to that understanding?
15 A. Through research online.
16 Q. Did you ever talk to an insurance agent or broker?
17 A. No, nothing like that. No. I was just — you know,
18 as a young man, finding out things about a business and
19 trying to do things, you know, the right way, so just stuff
20 I had researched, you know, general knowledge that I found
21 out before I even started, you know, this business, things
22 I checked up on.
23 Q. So what was the conversation between you and
24 Mr. Ferguson regarding Workers' Comp insurance?
25 A. At that point, I just told him, you know, I was

1 George after I told him I didn't have Workman's Comp.
2 Q. And that was the last conversation you had with
3 Mr. Ferguson?
4 A. Yes, ma'am.
5 Q. Do you still have contact with Mr. Coats?
6 A. Yes, I do. Yes.
7 Q. Do you have his contact information?
8 A. Yes, I do.
9 Q. Can I have that, please?
10 A. Yeah. His phone number is 843-222-7341.
11 Q. Do you know his address?
12 A. It is 1301 Prigden Road in Myrtle Beach, South
13 Carolina. I believe it is Apartment 704 or 705.
14 Q. Can you spell that street name for me, please?
15 A. That's Prigden, P-R-I-D-G-E-N.
16 MS. O'NEIL: P-R-I-G-D-E-N.
17 A. P-R-I --
18 MS. O'NEIL: Prig --
19 A. Prigden.
20 MS. O'NEIL: P-R-I-G-D-E-N.
21 THE DEPONENT: All right.
22 A. P-R-I-G-D-E-N. And that's located right off of 13th
23 Avenue South in Myrtle Beach.
24 Q. And Mr. Coats was there during that conversation that
25 we just talked about with Mr. Ferguson with -- about the

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1 just -- didn't know what my part was to play in it. You
2 know, I told him I didn't have Workman's Compensation, and
3 that's basically the last conversation I had with George
4 until, you know, a few months ago I received this notice of
5 deposition and -- you know, pertaining to this.
6 Q. How did the conversation regarding the Workers' Comp
7 insurance end with Mr. Ferguson, was he upset or how did
8 it --
9 A. No, not at all, you know. I just told him I didn't --
10 I didn't know what my part to play in this would be or if I
11 had a part. I said I didn't have Workman's Comp. And
12 basically, I felt like George wasn't an employee of mine.
13 You know, naturally, I was concerned about him. I like
14 George, you know, he's a really good guy. I gave him the
15 funds for the job. I gave him the job. I just didn't
16 know -- I guess, maybe through ignorance or whatever you
17 want to call it, but I didn't know what my part was to
18 play. And just, I told him I don't have Workman's Comp,
19 you know.
20 Q. Did he ask you about liability insurance?
21 A. I don't believe so, no. Last time I spoke with him he
22 was talking about, also in that same conversation, was
23 talking to the homeowner or doing something, that he had
24 medical bills and he was going to go after the homeowner or
25 something. That was the last conversation I had with

1 Workers' Comp insurance?
2 A. No. I don't recall David being right there. George
3 was coming over to see David, and I seen George outside and
4 approached him and asked him how he was. That's how I met
5 George is through a mutual friend, David Coats.
6 Q. Is that C-O-A-T-E-S?
7 A. It is C-O-A-T-E-S, yeah.
8 MS. O'NEIL: No. No E.
9 A. No E.
10 Q. You mentioned that you didn't think that he was your
11 employee. How did he come to -- how did Mr. Ferguson come
12 to help you with your moving job?
13 A. Like I said, I met him through a mutual friend, David
14 Coats. David had done several jobs with me, and there was
15 times where I couldn't handle the workload and he said, you
16 know, I have a really good guy that could help out if you
17 need him. And you know, that's when I contacted George.
18 And like I said, George has done two or three,
19 four jobs at the most for me. He said he was hard out.
20 The jobs that I did with him we split in half. The jobs
21 that I couldn't handle, you know, I gave him the customer
22 information, the address, and he was responsible for
23 finding help, you know, and gave him all the funds for the
24 jobs he worked on by himself.
25 Q. What other acquaintances or friends did you have

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1 helping with those jobs?
2 A. It was basically just David Coats and myself.
3 Q. Usually you and David Coats and the other -- did you
4 ever use anybody else other than David Coats and George
5 Ferguson?
6 A. Right.
7 Q. Who else -- do you recall who else you used?
8 A. What's that, ma'am?
9 Q. Do you recall who else you used?
10 A. Not really, no. That's about it. I mean, some guys
11 that, you know, like were hard up that needed a job for the
12 day or work for the day. You know, there's been a couple
13 guys. I had a Josh guy working for me, and that's about
14 it. I mean, other than that, I pretty much ran it myself.
15 Q. And the 225 jobs that you performed while operating
16 United Stand Moving, did you ever pay for a U-Haul truck
17 yourself?
18 A. No, I did not.
19 Q. Did you ever go pick up the U-Haul truck yourself?
20 A. No, I did not, other than if I was rendered to do the
21 driving. There's a few jobs where it was a couple of
22 elderly people, for instance, you know, didn't -- would ask
23 us to go pick the truck up and they'd pay us to drive it to
24 their house.
25 Q. And in those instances when you would go pick up the

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1 truck, how were the reservations filed?
2 A. It was in their name. They would just have to call
3 the U-Haul dealership in which they would reserve a truck
4 and leave a name at the front desk, and then I would have
5 to provide, you know, driver's license identification to
6 pick it up.
7 Q. Did you ever wear a T-shirt or any other type of
8 clothing with a U-Haul or eMove --
9 A. No, I did not.
10 Q. -- emblem on it?
11 A. No.
12 Q. That was no?
13 A. No.
14 Q. Did Mr. Ferguson or any of your friends assisting you
15 with working for or doing a moving job for United Stand
16 Moving, did any of them ever wear items or articles of
17 clothing with eMove or U-Haul's emblem on it?
18 A. No, absolutely not.
19 Q. Other than Mr. Bethea -- I think you said it was Mark
20 Bethea --
21 A. Yes, ma'am.
22 Q. -- have you ever had any other contact with U-Haul or
23 eMove, direct contact?
24 A. Listed on that page, you can see each time I called
25 and had a problem with my account such as payments or --

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1 there was one instance on here, I'm trying to go back,
2 where a customer, you know, like blatantly lied to me about
3 a job, and I called for them to document it. Just things
4 to that nature. I don't know what page it's on, but you
5 can see who I spoke with. The records are right there.
6 Q. That's pages 35 and 36?
7 A. Okay. Yes, ma'am.
8 Q. Other than -- and those would be with eMove. What
9 about U-Haul? Did you have any direct contact with U-Haul?
10 A. No, I did not.
11 Q. Outside of these instances listed on pages 35 and 36,
12 did you have any direct contact with eMove?
13 A. Other than that, no. Everything that's documented
14 here, as far as I can see, is any time I've ever called
15 them with any, you know, complaints or any issues.
16 Q. Mr. Ferguson, have you -- I'm sorry.
17 Mr. Unterkoefler, have you understood all the questions
18 I've asked you today?
19 A. Yes, I did.
20 Q. Okay. Well, Mr. Samuels and Mr. Danley may have some
21 questions for you. Thank you very much for your time.
22 A. Okay. Thank you.
23 MR. SAMUELS: All right, if it's okay with you -- this
24 is Stephen Samuels -- I'll go next, all right?
25 MR. DANLEY: That's fine.

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1 EXAMINATION BY MR. SAMUELS:
2 Q. Mr. Unterkoefler, this is Stephen Samuels. I
3 represent Mr. Ferguson.
4 A. Okay.
5 Q. Can you hear me okay?
6 A. Yes, I can, sir.
7 Q. Great. Before you had your deposition taken, have you
8 had any conversation with anybody regarding this case?
9 A. No, I have not.
10 Q. How were you contacted regarding the deposition?
11 A. It was actually through mail. It was actually when I
12 was in Maine, I found out about this. A friend that was
13 living at my old I address had said I had some mail, and I
14 asked them what it was pertaining to, and he read through,
15 and that's when I was contacted and -- through the mail
16 with all this paperwork.
17 Q. I'm assuming you spoke to somebody at Miss Cross's
18 office about sort of the logistics of getting set up with a
19 court reporter and where to go; is that correct?
20 A. That is correct, sir.
21 Q. As far as the substance of the case like the questions
22 you've been asked already so far in your deposition, have
23 you discussed those with anybody?
24 A. No, I have not.
25 Q. Have you had any contact with anybody at the South

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1 Carolina Workers' Compensation Commission?
2 A. No, sir.
3 Q. Let me start asking you some real questions, then.
4 A. Okay.
5 Q. Regarding -- and forgive me. I'm just taking a break
6 to make sure I don't go over ground that's already been
7 asked because we've already been at this quite a while.
8 A. Yeah.
9 Q. Do you have -- who does your taxes?
10 A. Excuse me, sir?
11 Q. Who does your taxes?
12 A. Myself. As far as my taxes for my business, that's
13 something I'm late on. I'm getting stuff together, and I'm
14 going to have to file late.
15 Q. Okay. Have you filed any tax returns for your
16 business?
17 A. No, sir.
18 Q. You have not filed any taxes for 2009, 2010, 2011
19 reflecting what you earned with United Stand; is
20 that correct?
21 A. No, not with United Stand, that's correct, sir.
22 Q. Did eMove provide you with any documents to help you
23 do your taxes?
24 A. No, they did not.
25 Q. Did you ever receive a W-2 or a 1099 from eMove?

1 Q. And that would include the wages paid to Mr. Coats and
2 Mr. Ferguson; is that correct?
3 A. Yes, sir. Well, I mean, not -- as far as wages, I
4 guess maybe that's through ignorance, I paid them cash, and
5 obviously, I would take the hit on the taxes. I didn't
6 1099 them their wages or anything like that. As far as --
7 you know, I don't know, I guess through ignorance and being
8 young and not doing my homework, you know, I just kind of
9 got overwhelmed and haven't filed and plan to do so.
10 Q. My intent is not to get you in trouble with the IRS.
11 I'm just trying to understand how all this works.
12 A. I understand, sir.
13 Q. But you did pay those people for the work they did for
14 you, correct?
15 A. Yes, sir.
16 Q. Now, as far as any -- as far as eMove and what eMove
17 provided to you, all right, eMove provided the advertising
18 to you; is that correct?
19 A. Yes, sir, it did.
20 Q. All right. And eMove paid you for the work you did,
21 correct?
22 A. Yes, sir.
23 Q. EMove located the customer; is that correct?
24 A. Yeah, eMove would. Once my services were rendered and
25 the customer had chose from a list of companies, so per se,

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1 A. No, sir.
2 Q. Did you receive any documentation as to how much they
3 paid you?
4 A. Other than me physically being able to go on their
5 format of their website, that's basically how I kept
6 records. It was all saved right there on the website as a
7 hard copy, and I could print material out, and that's how I
8 kept records.
9 Q. Well, with a situation when you paid your helpers such
10 as Mr. Ferguson and Mr. Coats, for the money you paid them,
11 did you report that as a wage expense to your business to
12 make it tax deductible?
13 A. No, I did not, sir. I paid cash. I didn't 1099
14 anyone or anything like that.
15 Q. Well, I understand that. I understand you may not
16 have good records, but you don't have a 1099 yourself from
17 anybody either, do you?
18 A. No, sir.
19 Q. Okay. So my -- my question is, you had some expenses
20 with operating this business; is that correct?
21 A. Absolutely, yeah.
22 Q. Okay. And when you get around to filing your taxes,
23 is it your intent to deduct those expenses as legitimate
24 business expenses from your income?
25 A. Yes, sir.

1 they chose United Stand Moving, eMove would handle the
2 order, they would send an e-mail to the customer with my
3 contact information as well as, you know, eMove would send
4 me the details of the job.
5 Q. And basically, all of this happened between the
6 customer and eMove first, and you only got involved once
7 the customer had selected you and guaranteed payment for
8 the job; is that correct?
9 A. That's correct.
10 Q. You didn't have a contract yourself with the customer,
11 did you?
12 A. No, sir.
13 Q. Your only contract was with eMove?
14 A. Correct.
15 Q. EMove would schedule the jobs for you just simply
16 based on the times that you reported you were available,
17 correct?
18 A. That is correct.
19 Q. They told you where to go and when to go; is
20 that correct?
21 A. Yes. They would -- like I said, when they got it
22 booked through the customer, I guess, they could book
23 online or they could book over the phone is how they could
24 choose, per se, me or any other company on there. And they
25 would basically take the details of the job; addresses and

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1 correspondence between me and the customer, send the
2 information to me on the website that I could see in front
3 of me and the customer, my contact information via e-mail.
4 Q. Now, in terms of the equipment, the customer didn't
5 own any of the equipment; they didn't own the truck or the
6 dollies or the blankets or anything, correct?
7 A. That's correct. It would be a rental truck. Like I
8 said, most of the time, like 95 percent of the time, it was
9 U-Haul trucks because they had the moving help
10 advertisement right on the truck, Get Moving Help Now,
11 so --
12 Q. And you were aware, were you not, that eMove is part
13 of U-Haul?
14 A. Yes. Yup.
15 MS. CROSS: Objection. They're not part of it.
16 They're just partners.
17 THE DEPONENT: Okay.
18 Q. Did you know that -- on the website that there's a lot
19 of mention of U-Haul on that website as well as eMove?
20 A. Yes. I guess -- like I said, I didn't do complete --
21 Q. And it was your understanding that eMove was a part of
22 U-Haul; is that correct?
23 A. That was my understanding based on the, I guess,
24 literature in -- on the website and on the U-Haul trucks
25 and the amount of services I provided with U-Haul trucks

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1 and seeing the advertisement right there to the website.
2 Q. Did you also happen to notice that eMove and U-Haul
3 both have the same address in Arizona?
4 A. I did not notice that, no.
5 Q. So essentially, the -- the equipment that was provided
6 to you to do the job was equipment provided through U-Haul;
7 isn't that true?
8 A. That would be correct, yeah. Because I provided a
9 labor service, it was up to the customer to, you know,
10 obtain dollies or furniture pads, and that was generally
11 with the rental truck, you know, which 95 percent of the
12 time was U-Haul. It was up to them to obtain anything that
13 we needed to do the job.
14 Q. And you didn't pay a fee up front to advertise or be
15 listed on the eMove website; is that correct?
16 A. No, I did not. It was absolutely free to start.
17 Q. So this isn't like the Yellow Pages or something where
18 you're purchasing advertising, is it?
19 A. No, nothing like that, no.
20 Q. And so far as you know, the only money that eMove made
21 was based on getting a cut of the job that you did,
22 correct?
23 A. Basically, yeah. They got a 15-percent marketplace
24 fee which I stated is, you know, for advertising of your
25 business which would be my business.

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1 Q. Advertising plus all the other services they provided
2 that we've already gone through just a minute ago, correct?
3 A. That is correct.
4 Q. And if you didn't do a job and you didn't get paid for
5 a job, they wouldn't get paid either, would they?
6 A. Absolutely. Absolutely not, yeah. If I didn't get
7 paid, you know, they wouldn't get paid.
8 Q. You -- you only provided labor services. This isn't
9 like e-Bay where you have a product that you sell and get a
10 commission on that. This is just for actually doing the
11 moving help, correct?
12 A. Right. Like I said, they listed -- whoever signs up
13 on the website, they list and advertise their -- their
14 company for free and take a 15-percent fee; but there's no,
15 like, bidding or anything. The customer has a choice in
16 which -- whose service they want provided to them, which
17 company, based on, like, the rating system you can see in
18 the paperwork, based on that, like, experience and whatnot.
19 Q. And that whole rating system, that -- that's set up by
20 eMove, correct?
21 A. That is correct.
22 Q. Mr. Unterkoefler, did you hear that question?
23 A. Yes, I did, sir. I said that is correct.
24 Q. Okay. I'm sorry. Could the customer pay you
25 directly?

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1 A. What it was is they could -- for how many hours they
2 retained our services, it had to be on the website. Like,
3 per se, I was scheduled to do a two-hour job and eMove sent
4 me the details, I contacted the customer, now if that job
5 went over, they can pay me cash, yes, but there's no way
6 for them to directly contact me because eMove doesn't give
7 that information out, you know, obviously, so they wouldn't
8 be making the 15 percent, you know.
9 Q. And if the job went over -- did the job ever go over
10 to where you got paid directly?
11 A. Yes. There has been a few times, yes, sir.
12 Q. Okay. And doesn't the contract with eMove require
13 that if there are any extra services that you provide that
14 you pay them 15 percent of what you receive?
15 MS. CROSS: Object to form.
16 A. I don't believe so, sir. I believe it was the
17 customer was just able to pay us cash. They didn't take 15
18 percent or I was unaware that I had to document or report
19 anything other than what was booked through them. And I
20 believe in the contract it's stated that the customer paid
21 cash. I don't believe -- remember it saying that I had to
22 report that to them.
23 Q. All right. Let me refer you, then, to the contract
24 that you signed or executed with eMove. If you'd look at
25 page 71, please?

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1 A. Okay. All right. Yes, sir. I'm here on 71 right
2 now:
3 Q. Let me ask you to look down to the bottom paragraph,
4 paragraph 12, additional services. Do you see that?
5 A. Yes, sir. I guess that's -- I interpreted it wrong, I
6 guess, or didn't read it carefully, but there has been jobs
7 that I've done that I -- I was under the interpretation
8 that the customer could pay me cash and I didn't have to
9 report that. Obviously seeing their contract, that's not
10 the case, but --
11 Q. And just to confirm it again, I'm not trying to get
12 you in trouble with anybody, I'm just --
13 A. No, that's fine, sir.
14 Q. -- trying to make sure we understand all the facts.
15 A. It's the truth. Absolutely.
16 Q. It's your testimony that now that you have read more
17 carefully paragraph 12 of your contract with eMove that you
18 do understand that they required you to report any
19 additional services you provided, the amount of money that
20 you charged for those additional services, and that you
21 would pay them 15 percent of what you receive within 10
22 days?
23 A. Yes, sir.
24 Q. I'm going to ask you a few more questions about the
25 contract. Let's move to the next page, page 72, and look

1 attempt to collect from the customer as an initial charge
2 to the total amount agreed upon for the services or
3 otherwise, their marketplace fee. Correct?
4 A. That's correct.
5 Q. So they were always entitled to their 15 percent based
6 on the total amount the customer paid, correct?
7 A. Correct.
8 Q. Would you agree that the work that you and the other
9 moving helpers did was an important part of eMove's
10 business?
11 MS. CROSS: Object to form. You can answer.
12 THE DEPONENT: Okay.
13 A. I would say yeah, because under my interpretation and
14 just my opinion is the reason it would be a free business
15 to start would be to get as many people listed on the
16 website as they can so they could obtain the 15-percent
17 fee, you know, for the work that was provided by, you know,
18 all the companies that exist on this website.
19 Q. So basically, they didn't get paid so much for
20 advertising, they got paid based on the work you actually
21 did and just collected some money from them, correct?
22 MS. CROSS: Object to the form.
23 A. Yes.
24 Q. If you didn't work and do the job, they didn't get
25 paid, correct?

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1 at paragraph 13. And would you agree that paragraph 13
2 confirms that eMove basically controlled the money?
3 MS. CROSS: Object to the form. You can answer
4 the question.
5 THE DEPONENT: Okay.
6 A. I'm just reading through. I mean, yes, looking at
7 this and, yeah, my personal opinion, once I released --
8 they held the money, so if I didn't have that payment code
9 or I lost it, I wouldn't get paid for a job. I put in the
10 payment code and it was disbursed by them. They held the
11 payment for the job until I completed it, put a set of
12 numbers in for a payment code that the customer gave to me
13 after completion of a job and then they would release the
14 funds to me.
15 Q. And they had the authority to withhold the money if
16 there was a customer dispute, chargeback fees, cost
17 deductions, adjustments, et cetera, they had the authority
18 to do that; would you agree with that?
19 A. Yes.
20 Q. And let me move, then, onto paragraph 14.
21 A. Okay.
22 Q. And there were other things that were prohibited by
23 eMove, would you agree with that?
24 A. Yes.
25 Q. Among those, you shall not charge to, or in any way

1 MS. CROSS: Object to the form.
2 A. That would be correct. And they were -- I couldn't
3 refund a customer or anything like that. I didn't, you
4 know, control credit card payments or nothing like that,
5 they did, so it would be up to them to give a customer a
6 refund, you know. And in a sense, they released the money
7 to me once I put that code in. If I didn't have the
8 payment code, I would not get paid for the job.
9 Q. And then moving onto the next part, 14B; you were
10 prohibited from basically making any side deal with a
11 customer where Moving Help would not get paid their 15
12 percent; is that correct?
13 A. That is correct.
14 Q. You were also prohibited from even communicating or
15 corresponding with, by written, verbal or electronic means,
16 with a customer for entering into any kind of transaction
17 that would have circumvented or avoided their 15-percent
18 fee, correct?
19 MS. CROSS: Object to the form.
20 A. That is correct.
21 MS. CROSS: You can answer.
22 A. Yes, that is correct.
23 Q. And it's explicitly stated, really, isn't it, at
24 paragraph 14B-1 almost exactly what I just said; isn't that
25 true?

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1 A. Yes, sir. 2 Q. Now, in terms of -- let me ask you something else. 3 We'll go to the next page, page 73. This is still part of 4 paragraph -- it's 14D. You were also prohibited from 5 having any kind of understanding, agreement, relationship 6 with yourself and any U-Haul center or U-Haul dealer 7 personnel, correct? 8 A. That is correct. 9 Q. Now, moving onto paragraph 16 on page 73, you were 10 required to provide certain information in your customer 11 profile or in your moving helper profile, rather, to be 12 accessible to the customer through eMove's marketplace; is 13 that correct? 14 A. That is correct. 15 Q. And moving down to the bottom of page 73 at paragraph 16 20 and going onto the next page, page 74, would you agree 17 that you were required to limit your business just to 18 eMove? 19 MS. CROSS: Object to the form. 20 A. Absolutely, yes. 21 Q. You weren't allowed to sort of open your own company 22 separately and get your own customers and do anything like 23 that, were you? 24 A. No. 25 MS. CROSS: Object to the form.	1 these arrangements to do the driving services, if it was 2 not pre -- well, if it was prearranged through eMove, did 3 the U-Haul affiliate already have paperwork that stated you 4 were the authorized driver in the rental agreement? 5 A. Any time that I've ever dealt with that is the 6 customer basically dealt with that. I never dealt with -- 7 never signed any agreements. Most of the time, like I 8 said, I would be loading the truck and then driving, so I 9 don't know if, on the other end, they had me listed as a 10 driver or how that contract was. 11 But all's I know is when I got paid for the 12 driving help, it was driving -- loading the truck, driving 13 to another location. I never signed any documents or 14 anything like that. I just received an additional payment 15 code for driving help in which I punched in and got paid 16 for the driving services. 17 Q. Okay. So you don't know one way or the other whether 18 you had to be a listed driver on this rental truck? 19 A. No, I do not. 20 Q. You would agree per your earlier testimony that if the 21 customer wanted to pay you directly for driving the truck 22 that you were required to pay 15 percent of that to -- to 23 eMove, correct? 24 A. Right. That's what I just became aware of, yeah. 25 That's -- like we were talking about earlier, if a job went

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1 A. If I remember correctly, in the contract, it stated 2 something to the nature that basically it had just talked 3 about no side deals or anything like that. 4 Q. You basically could only operate as a subcontractor of 5 eMove, correct? 6 MS. CROSS: Object. 7 A. I could operate on that website, yeah. 8 Q. You described a situation earlier in your testimony 9 where you did the driving, in particular, the U-Haul truck, 10 for an elderly couple, and I just want to make sure I 11 understand your testimony. 12 Was that something that was prearranged through 13 eMove or did that come up later once you actually were able 14 to directly communicate with the customer? 15 A. There's been instances -- I guess, both. A lot of 16 times I wouldn't charge a customer if they just wanted to 17 take the U-Haul -- they didn't -- per se, they didn't order 18 driving help, and once I contacted the customer, they said, 19 hey, would you be willing to pick up the U-Haul, it's five 20 miles from my house, you know, I've done that and charged 21 nothing. 22 And then there's other times where, you know, the 23 customer would render driving services and would pay for 24 it. 25 Q. Well, when you went to the U-Haul affiliate under	1 over, it was my interpretation, which I guess isn't the 2 truth in their contract, that I only had to pay the 15 3 percent based on the amount of time they reserved through 4 eMove. After reading through the contract more carefully, 5 that's not the case. 6 Q. When you made your contract with eMove, did they 7 require you to provide a tax ID number to them? 8 A. No, they did not. I believe it was just a social 9 security number. 10 Q. Okay. They required either a tax ID number or a 11 social security number? 12 A. Yes, sir. 13 Q. And you used your social security number because 14 you're not incorporated or anything like that, correct? 15 A. Yes, sir. 16 Q. But they did require you to give them your social 17 security number, correct? 18 A. I can't remember. I thought so, yes, to start the 19 account, that I had to have my social security number. 20 Q. You had testified earlier regarding a conference call 21 you had with a lot of people who were new subcontractors 22 for the eMove system, and you had a conference call where 23 you were on there with I believe it was Marcus Bethea; is 24 that correct? 25 MS. CROSS: Object to the form.

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1 A. Yes.
2 Q. Do you know where Marcus Bethea is actually located?
3 A. I believe he was calling from out of Arizona is where
4 eMove was located.
5 Q. And would you agree that that conference call was
6 basically a training session?
7 MS. CROSS: Object to the form.
8 A. Yes. In a sense, yeah. It was to get you to better
9 understand, you know, the website.
10 Q. And also how to be a successful mover, correct?
11 A. Yes, sir. That's correct.
12 Q. They gave you some advice on actual moving activities;
13 is that correct?
14 A. Yes, sir.
15 Q. Advice on how to keep their customers happy?
16 A. Yes, sir.
17 Q. Did they explain the ground rules of what you could
18 and couldn't do?
19 A. Yes, sir.
20 Q. Made it clear to you that you couldn't have any side
21 agreements or direct contact with a customer except through
22 eMove; is that correct?
23 A. That's correct.
24 Q. Did George Ferguson do any work for you after his
25 accident?

1 for him, but any time that there was extra work that I
2 couldn't handle, you know, I always thought of George.
3 Q. So during that time period, if you had extra work
4 George would be the guy who would do the extra job?
5 A. Absolutely.
6 Q. And other than that, basically you and one helper
7 would do the job yourself?
8 A. That is correct, sir.
9 Q. Did you ever do more than two jobs at the same time?
10 A. Yeah. When I got into those instances, that's when I
11 would, you know, call someone like George and give them the
12 job. You know, if I couldn't handle it, I'd give that
13 person the job and give them the money, and that's
14 basically it. The reward out of that would be they would
15 do a good job and I would get a good rating on the website.
16 Q. So you'd agree you would benefit from their labor if
17 they did a good job for you?
18 A. Absolutely, yeah. With the rating system that they
19 have, they could submit a review and that would help retain
20 more business.
21 Q. And I want to make sure you understood my question.
22 What I asked you is if you ever did more than -- more than
23 two jobs at the same time, in other words, did you do three
24 or four jobs at the same time?
25 A. In the same day?

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1 A. No, he did not.
2 Q. When did you first meet him?
3 A. I met him through a mutual friend. I couldn't tell
4 you, like, date-wise. I knew George for about, I don't
5 know, four or five months or so, and I met him through a
6 mutual friend, David Coats.
7 Q. All right. And I'm not going to hold you to specific
8 dates. I'm only just trying to get a ballpark here.
9 A. Okay.
10 Q. So if he got hurt on August 21st, 2010, and you met
11 him about four or five months earlier, that would put you
12 back to March or April of 2010; does that sound about
13 right?
14 A. That sounds about right, yeah.
15 Q. And Mr. Unterkoeffer, if you answered, I didn't hear
16 an answer, so let me --
17 A. Yes, sir. That is right.
18 Q. All right. And how much dealing did you have with
19 Mr. Ferguson through that period of four to five months up
20 until his accident?
21 A. Like I said, he'd done like three, four jobs probably
22 at the most. He had told me he was going through a hard
23 time, you know, he had kids, he had, you know,
24 responsibilities, and he needed some work. He called me
25 for a period of time. There was times where I had nothing

1 Q. No. I mean, at the same time to where you had to have
2 basically three separate crews operating.
3 A. No. No.
4 Q. So then the most crews you would ever have operating
5 on a day would be two; is that right?
6 A. Right. It would be myself -- if I was at a job, it
7 would be myself and another person and, like I said, if I
8 didn't -- if I couldn't do the job, I'd basically pass the
9 job up. I would give the information on to, you know,
10 mostly someone like George. David would help out, too.
11 You know, if I couldn't physically be there, then
12 I basically gave them the funds to the job, you know, and
13 it was up to them to find additional help.
14 Q. All right. So it's your testimony, then, that at
15 any -- at any given time, the most people that would be
16 working through United Stand Moving being paid by eMove
17 would be yourself and three helpers; is that correct?
18 A. That's correct.
19 Q. You've given us the names of David Coats, George
20 Ferguson, Kenneth Hill, somebody named Josh. Do you know
21 Josh's last name?
22 A. I do not, sir. Josh helped me out on a couple jobs.
23 He didn't really work for that long. I don't know how many
24 jobs he did but not very many. I do not know Josh's last
25 name.

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1 Q. Did anybody else work for United Stand Moving?
2 A. No, sir.
3 Q. And when -- when Mr. Ferguson did these couple of jobs
4 for you, did you tell him where and when to go?
5 A. I gave him the information, yes, that eMove submitted
6 to me. You know, I'd call him up and say, hey, if you want
7 to make some money, I can give you this job, and I gave him
8 the contact information, the address of the customer and
9 passed it onto him, yes.
10 Q. And like you, he would use the same -- if there was a
11 dolly or blankets, those would have also been rented from
12 U-Haul by the customer, correct?
13 A. That is correct.
14 Q. He didn't supply any dollies, blankets or any tools of
15 his own, correct?
16 A. No, sir.
17 Q. And, you know, if he -- if he screwed up and, you
18 know, messed up your rating system, you know, doing --
19 breaking something or being late or being drunk or being
20 rude to a customer, you basically had the right to fire
21 him, correct?
22 A. I suppose I wouldn't have him -- I wouldn't pass the
23 job --
24 MR. DANLEY: Hold on. I'm going to object to the
25 form of that question. You can go ahead and answer it.

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1 THE DEPONENT: Okay.
2 A. I guess I wouldn't pass on jobs to him anymore, no.
3 The only benefit --
4 Q. You could basically say I'm not going to use you
5 again, you're not working for United Stand ever again,
6 correct?
7 A. Yeah.
8 Q. And George wasn't -- George Ferguson, when he got
9 paid, he got paid directly by you, correct?
10 A. That is correct.
11 Q. He didn't -- you didn't have any kind of written
12 contract with him, did you?
13 A. No, I did not, sir.
14 Q. And he didn't get -- just like you, he didn't get paid
15 by the customer. The money -- the customer paid United
16 Stand, then United Stand paid you, and then you paid
17 George; is that correct?
18 A. That's correct.
19 Q. That's all the questions I have for now. Mr. Danley,
20 I'm sure, has some questions for you.
21 MR. DANLEY: Yes, sir.
22 EXAMINATION BY MR. DANLEY:
23 Q. Mr. Unterkoefer, I represent the South Carolina
24 Workers' Compensation Uninsured Employers Fund. That is a
25 state agency that, assuming you are -- your company is

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1 found liable for Mr. Ferguson's claim, and since you don't
2 have Workers' Comp coverage, I'm assuming you can't pay the
3 claim, the Uninsured Employers Fund would be required to
4 kick in and pay that claim.
5 A. Okay.
6 Q. Has anyone explained that to you?
7 A. No, sir.
8 Q. Okay. And of course, the Uninsured Employers Fund
9 will then have the right to come back after you and/or your
10 company to get reimbursed for what the Uninsured Employers
11 Fund has paid out in that claim. Do you understand that?
12 A. I understand.
13 Q. Okay. Mr. Ferguson testified in his deposition that
14 you paid him \$35 per hour. Is that correct?
15 A. That is incorrect, sir.
16 Q. All right. Now, referring to the documents that
17 Miss Cross has provided to us, going back to pages 37
18 through 47, do you have those?
19 A. Yes, sir. I'm looking through them right now. This
20 looks like jobs that have been paid out to me.
21 Q. All right. Those are jobs that were paid out. Those
22 documents do not reflect all the jobs that you did or they
23 just reflect the jobs for which you were paid?
24 A. I mean, I would say other than one incident I had on
25 the eMove website which was -- I'm not sure how many jobs.

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1 It's listed, I forget, back on page 35, I believe, where I
2 had an issue with payments that I never received from them,
3 but other than that -- I mean, other than those -- that
4 incident that's documented, no, I was paid for the
5 services.
6 Q. Well, I guess what I'm -- what I'm asking -- let's be
7 a little more precise. Pages 37 through 47, do these
8 documents adequately and accurately reflect the jobs that
9 you performed through eMove?
10 A. Yes, sir.
11 Q. Okay. And is there any way to determine from these
12 documents, pages 37 through 47, the particular jobs that
13 Mr. Ferguson worked either for you or with you?
14 A. No, sir.
15 Q. Of these jobs that are reflected on pages 37 through
16 47, do you know -- do you have an opinion as to
17 approximately how many of those jobs that would have been
18 performed by Mr. Ferguson by himself -- himself and another
19 helper or with you?
20 A. Like I said, it was just a few. I would say four at
21 the most.
22 Q. And I know we may have covered this, but I just want
23 to make certain that I'm clear on this. Of the few jobs
24 that Mr. Ferguson participated in, some of them were given
25 to him to work himself; is that correct?

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1 A. That's correct, sir.
2 Q. And it was left up to Mr. Ferguson to find help to
3 assist him in completing that particular job?
4 A. That is correct.
5 Q. But what I gathered from some of your testimony
6 earlier, it seemed as though there were times when
7 Mr. Ferguson would actually call you looking for work --
8 A. That is correct.
9 Q. -- is that correct?
10 A. That is correct.
11 Q. And were there times that you did not have any work
12 for Mr. Ferguson?
13 A. That is correct.
14 Q. Okay. When you had a job that you could not do and
15 you called Mr. Ferguson and asked if he could do it, could
16 he refuse to do the job?
17 A. Yes, he could.
18 Q. Now, do you have any documentation that shows the jobs
19 that you did through eMove other than the documentation
20 that has been provided to us by Miss Cross?
21 A. No, I do not. As I'm looking at it, to the best of my
22 knowledge from what I see, I haven't accurately gone back
23 and looked at records, but from what I'm seeing in front of
24 my face, it looks like it's listing every job which I've
25 done since I started the service on the website.

1 you understand that?
2 A. No, I don't.
3 Q. Okay. You did not -- your business was not a
4 partnership; in other words, you had no other individual
5 who was involved with you in the business of United Stand
6 Moving as an owner?
7 A. That's correct.
8 Q. Okay. And I think you already testified United Stand
9 Moving was not incorporated?
10 A. That is correct, sir.
11 Q. Not in South Carolina or any other state; is
12 that correct?
13 A. That is correct, sir.
14 Q. And I gather, then, that whenever you file your
15 business returns for United Stand Moving, you're going to
16 use your social security number?
17 A. That is correct.
18 Q. What is your social security number?
19 A. It is 004-90-6150.
20 Q. And from what I gathered from your testimony, the only
21 equipment that you used in your business as United Stand
22 Moving basically came with the U-Haul truck?
23 A. That's correct.
24 Q. And 95 percent of the moves that you all did was done
25 through a U-Haul -- or with a U-Haul truck?

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1 Q. Do you know if there were any times when Mr. Ferguson
2 called or used David Coats to assist him in performing a
3 job that you could not do?
4 A. Yes.
5 Q. And do you know about how many times Mr. Coats worked
6 with Mr. Ferguson? This is relating to jobs that you
7 assigned solely to Mr. Ferguson?
8 A. I would probably say a few times, one or two times
9 maybe. And then, like I said, I know George did a job
10 with -- it was a younger kid that he had known. You know,
11 when I'd give him the work that I couldn't handle, you
12 know, he would usually find someone else. There was a kid
13 by the name of Arly or something he used, Kenneth, and then
14 there was a time he did go with David Coats.
15 Q. All right. And when he did those jobs that you
16 assigned to him, he was allowed to keep the money that the
17 customer paid for that particular job?
18 A. Right. It would come through, you know, my bank
19 account, and it would take like two days, and then I would,
20 you know, call George up and give him all the funds for the
21 job.
22 Q. All right. You operated essentially as a sole
23 proprietorship?
24 A. Excuse me, sir?
25 Q. You operated essentially as a sole proprietorship? Do

1 A. That is correct, sir.
2 Q. You did not know George Ferguson until sometime
3 after -- or you did not come to know Mr. Ferguson until
4 sometime after you began to do business as United Stand
5 Moving; is that correct?
6 A. That is correct.
7 Q. And just to make certain that the record is clear,
8 based on the records that we have that have been provided
9 by Miss Cross, it looks like the first job that you did
10 would have been on or about April 2nd of 2009?
11 A. That is correct, yup.
12 Q. And so Mr. Ferguson would not have been introduced to
13 you by Mr. Coats most probably until sometime after April
14 2nd of 2009?
15 A. Yeah. It was after that. Like I said, I'd known
16 George for -- when George had had an incident and got hurt,
17 I'd probably known him for, I don't know, four or five
18 months, five months, something like that, prior to him
19 being hurt.
20 Q. All right. And you may have touched on this. When
21 Mr. Ferguson -- when you -- when you talked to Mr. Ferguson
22 for the first time, did he discuss with you his employment
23 status?
24 A. No, he did not. Like I said, I called him when -- I
25 believe it was Kenneth that called me and said he had

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1 gotten hurt. I tried to call George's phone and it went to
2 voicemail. And I talked to George -- he came to see David
3 Coats is how me and George met. He came over to see him.
4 I lived in the same building as David Coats, and that's
5 when he just had a conversation with me about Workman's
6 Comp or whatnot.
7 And, you know, I told him I didn't have Workman's
8 Comp. I didn't believe I was required to carry Workman's
9 Comp. You know, it was a friendly conversation, and I went
10 on. That was the last conversation I had with George, you
11 know. And then I would say just a few months back or even
12 sooner or earlier, I received, you know, the paperwork
13 about this deposition.
14 Q. So you never -- you never provided -- obviously
15 because you didn't have Workman's Compensation insurance
16 coverage, you never provided proof of Workman's
17 Compensation insurance coverage to eMove; is that correct?
18 A. That is correct.
19 Q. Did eMove ever request that you provide proof of
20 Workers' Compensation insurance coverage to it?
21 A. No, sir.
22 Q. You indicated that you have -- this is kind of early
23 in your testimony with Miss Cross, you indicated that you
24 had receipts and other documents, I'm assuming in relation
25 to your business as United Stand Moving?

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1 A. That is correct, sir.
2 Q. What documents do you have?
3 A. They're just expenses of mostly gas, travel, food.
4 That's basically it. Stuff to that nature that I thought
5 would be tax deductible.
6 Q. All right. And I understand from your testimony that
7 you paid all of the individuals that helped you, you paid
8 them by cash?
9 A. Yes, sir.
10 Q. Did you keep any record as to how much you paid them
11 in cash?
12 A. No, I did not.
13 Q. Do you recall if U-Haul had any other business
14 advertised on its trucks other than eMove?
15 A. Not that I recall, no, sir.
16 Q. Do you know if David Coats was employed anywhere
17 during the time period that you were actively working as
18 United Stand Moving?
19 A. I don't believe so, no, sir.
20 Q. And it is your testimony that assuming the persons who
21 worked with you were employees, that you had three or less
22 employees working for you as United Stand Moving?
23 A. Yes, sir.
24 Q. Did those three employees include yourself?
25 A. Yes, sir.

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1 Q. When you talked to Mr. Ferguson about his injury or
2 injuries as a result of this accident, do you recall what
3 he told you had been injured?
4 A. I believe he said it was his hand that was injured.
5 Q. Was there ever a guy who worked for you, with you or
6 worked for or with Mr. Ferguson whose first name was Jimmy?
7 A. Was who, sir?
8 Q. Jimmy.
9 A. No, not that I'm aware of.
10 Q. Thank you so much, Mr. Unterkoefer. Those are all
11 the questions I have.
12 A. Okay. Thank you, sir.
13 MS. CROSS: I have a few follow-up questions.
14 THE DEPONENT: Okay.
15 EXAMINATION BY MS. CROSS:
16 Q. Mr. Unterkoefer, Mr. Samuels asked you if you had
17 spoken with anyone in this case, specifically from my
18 office, regarding this. We have spoken before; have we
19 not?
20 A. Yes.
21 Q. And according to my notes, it was probably like March
22 the 6th or 7th; does that sound about right?
23 A. That sounds right.
24 Q. And when we spoke, I introduced myself as the attorney
25 for eMove and New Hampshire Insurance Company; is

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1 that correct?
2 A. That is correct.
3 MR. SAMUELS: I stopped you because you're
4 starting to testify. I don't think you want to make
5 yourself a witness in the case.
6 MS. CROSS: Okay.
7 Q. Will you tell -- will you describe the conversation
8 that we had?
9 A. It was in nature, I believe, to this deposition, and I
10 believe you were telling me that you were -- attained my
11 new address so that you could send some paperwork about
12 everything that was going on.
13 Q. Have we had any other discussions during this case?
14 A. I believe you had asked my relationship -- what my
15 relationship was with eMove.
16 Q. I mean, other than that March 6th or 7th conversation,
17 have we had any other discussions?
18 A. No, ma'am.
19 Q. I just want to be clear on a couple of things and then
20 we'll be done for the day, unless someone else has some
21 follow-up questions. In the document, the Moving Helper
22 Agreement --
23 A. Yes, ma'am.
24 Q. -- can you look at page 71 for me? And I'm
25 specifically looking at paragraph 10 where it says payment

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1 for services.
2 A. Yes, ma'am.
3 Q. And it says, the customer is solely responsible for
4 payment for the services and it is the sole responsibility
5 of the customer to provide you with the code. Did I read
6 that correctly?
7 A. That's correct.
8 Q. The payment -- you were paid by the customer. It was
9 the customer's fund paying --
10 A. They --
11 Q. -- is that correct?
12 MR. SAMUELS: Object to leading and suggesting an
13 answer.
14 Q. You can answer.
15 A. Like I said, they wouldn't -- I had no control of the
16 money other than the customer giving me the payment code.
17 You know, they couldn't pay me directly. eMove sent me
18 basically the payment after I -- they took the order,
19 submitted me the information, I completed the job, got the
20 payment code, and they released the payment to me upon
21 completing a job.
22 Q. What is your understanding of where the money came
23 from?
24 A. The customer. The customer would pay with a credit
25 card, make a reservation with a credit card or debit card.

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1 I didn't handle any accounts or numbers or credit cards or
2 have a credit card machine. That was handled through eMove
3 who did the reservation.
4 Q. Okay. So was it your understanding that the money was
5 coming from eMove or was it coming from the customer?
6 A. Coming from the customer.
7 MR. SAMUELS: Object to the form of the question.
8 Q. And on page 70, paragraph 5, and it's -- the title of
9 that paragraph is called Neutral Venue and Online
10 Clearinghouse, and that says: We and our Moving Help
11 Marketplace function solely as a neutral venue and online
12 clearinghouse. We are the neutral venue for the connection
13 between you and the customer. You do not work for us or
14 represent us.
15 You agree that we are not your employer. You
16 agree that we only operate a website. We do not provide
17 any endorsement for you or your services. You acknowledge
18 and agree that we do not provide the services and we are
19 not in any way responsible for assisting you in any manner
20 with your provision of the services. We cannot and will
21 not guarantee the ability of a customer to complete payment
22 for any of the provided services.
23 And there are a couple of other sentences, but to
24 the -- what is your understanding from that paragraph?
25 A. Basically, like I stated, under my interpretation is

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1 that the -- that the website was there to advertise a
2 business. You know, they said -- when I found out through
3 a friend it was free to start up, you know, it intrigued
4 me.
5 You know, I've always wanted to work for myself,
6 start a business, so the idea of it being free and them
7 just taking a 15-percent marketplace fee, you know,
8 intrigued me into starting it.
9 Q. They were just a neutral venue conduit between you and
10 the customer, correct?
11 MR. SAMUELS: Object to leading.
12 A. That would be correct.
13 Q. I'm sorry?
14 A. That would be correct.
15 MR. SAMUELS: Madame Court Reporter, that was
16 Stephen Samuels -- I'm sorry -- making that objection.
17 THE REPORTER: Thank you.
18 Q. Okay. Did eMove select you for the customer or did
19 the customer select you?
20 A. The customer would select me. Like I said, it was
21 advertised on -- the advertisement for them would be online
22 through the website, and they exposed that website on
23 U-Haul trucks, Get Load and Unload Help Now, you know, at
24 movinghelp.com, you know, so someone could see that.
25 And then through the rating system which they

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1 provided, they could choose, you know, a mover based on
2 their quality and efficiency and, you know, the rapport
3 that they develop with customers.
4 Q. And the -- correct me if I'm wrong, I believe you
5 testified the customer picked the time, the date and the
6 place according to the availability that you listed on the
7 website?
8 A. That is correct, ma'am.
9 Q. Okay. So eMove did not pick that for you, the
10 customer selected it based on what you put on there?
11 A. Right.
12 Q. Is that correct?
13 A. Yes. I had my availability. I'm not sure what it is.
14 It's in there. I believe it was early morning to, like,
15 11:00 at night. And I chose my availability and, you know,
16 the customer obviously would, you know, pick a company
17 based on their availability and corresponding times in
18 which they, you know, needed the service completed.
19 Q. It's not completely accurate that eMove told you where
20 to go, is it?
21 A. No. The information -- they would take the
22 reservation, per se. It wasn't done by myself. I wouldn't
23 take the reservation. I would get a job notification.
24 It's actually through text message mostly. There was a
25 little link on their website and it would say job

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1 notification, and I would go online and it was sent -- the
2 order form was sent to me through eMove that a customer has
3 rendered my services.
4 It gave contact information, the hours that they
5 purchased and that's about it. And, you know, like I said,
6 contact information so I could get details from the
7 customer.
8 Q. Okay. Correct me if I'm misunderstanding you. The
9 information that eMove sent you contained the information
10 chosen by the customer; is that correct?
11 A. That's correct. Like I said, they -- the reservation
12 process, they actually physically took the reservation, the
13 customer's name, what company they selected, how many hours
14 they selected and what kind of service they selected.
15 Q. And when you testified that eMove told you where to go
16 and when to go, were you referring to that text message?
17 A. Right. I would get a -- it would say job
18 notification, it would give me the customer, the address
19 and the contact information. They didn't physically tell
20 me. They submitted the order form; you know, took the
21 reservation, passed the information on to me.
22 Q. Right, but eMove in no way controlled the date, time
23 or the place; is that correct?
24 MR. SAMUELS: Object.
25 A. That's correct.

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1 MR. SAMUELS: I object. This is Stephen Samuels
2 again. Object to leading questions, suggesting an answer
3 and assuming facts not in evidence.
4 Q. Is that correct?
5 A. That would be correct.
6 Q. Was there ever a time where eMove facilitated a move
7 for you or a customer on their own?
8 A. Can you repeat that question, please?
9 Q. Yes. Was there ever -- the 225 jobs that you
10 performed -- moving jobs you performed while operating
11 United Stand Moving, in any of those 225 jobs, did eMove
12 control the time, the place, and the location of the move?
13 A. No. That was dictated by the customer. You know,
14 they would call eMove, make the reservation, and, you know,
15 basically tell them they, you know, chose United Stand
16 Moving and set up -- you know, and then they would get in
17 direct contact with me.
18 They would pass on the information such as the
19 time, how to correspond with the customer, phone numbers,
20 stuff like that.
21 Q. On page 73 of the exhibit that is also a part of the
22 Moving Helper Agreement; paragraph 20 --
23 A. Yes, ma'am.
24 Q. -- it says it's a -- Noncompetition is the title of
25 paragraph 20. If you could just read that. I'm not going

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1 to read the whole thing into the record.
2 A. Yes. I understand that.
3 Q. Okay. On the -- I think it's the third line of page
4 73 of that paragraph, it says, basically, you know, you
5 represent that the terms of this agreement, that you will
6 not engage in or assist other than the operation of an
7 internet-based moving help marketplace similar to our eMove
8 Moving Help Marketplace.
9 Is it your understanding from reading that
10 paragraph that eMove was prohibiting you from putting an ad
11 in the Yellow Pages?
12 A. No. I would say that's more along the lines of, like,
13 copying their business module, starting up a website, you
14 know, very similar to theirs. That's how I interpret it.
15 Q. Okay. Is there anything in that paragraph or anything
16 in your -- or any understanding of your relationship with
17 eMove, was there anything in your agreement that was your
18 understanding that you couldn't have a business card and
19 pass out your business card to people?
20 A. No.
21 Q. Okay. Is it your understanding that anything in this
22 agreement or your relationship with eMove or your -- any
23 conversations you had with eMove or U-Haul that said you
24 couldn't make phone call solicitations for your business?
25 A. No.

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1 Q. So it was your understanding that this agreement and
2 your relationship only prohibited you from using a similar
3 internet-based moving help marketplace?
4 A. That would be correct.
5 Q. You've previously testified, and correct me if I'm
6 wrong, that you didn't have the money for your own
7 equipment or to have a big-scale moving company like --
8 A. That's correct.
9 Q. If you had had the money for additional advertising
10 like a business card, there was nothing in this agreement
11 or from your understanding with eMove that would have
12 prohibited you from doing that, correct?
13 A. That's correct.
14 Q. So there could have been a situation if you had the
15 money and had a business card to hand that business card to
16 somebody and get a moving job if they had their own moving
17 truck; is that correct?
18 A. That would be correct.
19 Q. You testified -- in talking to Mr. Samuels, you were
20 talking about the session that you had with Mark Bethea --
21 A. Yes, ma'am.
22 Q. -- do you recall that?
23 A. Yes.
24 Q. You testified that moving advice was given. What kind
25 of moving advice did Mr. Bethea give you?

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1 A. It was -- basically, when it started, it was a
2 conference over the phone, and I remember we all had to
3 mute the phones, and I guess there was several people that
4 started companies at the same time on the website, and they
5 were there basically for, I would say, troubleshooting,
6 technical support, how to become a good moving helper in
7 the marketplace, you know, stuff to that nature.
8 Q. Was there specific moving advice given like about
9 lifting or how to operate your moving business?
10 A. No, nothing to that nature. I believe it was more so
11 troubleshooting on the website and how to set up the
12 account. I would say the advice was given through the
13 rating system. I remember saying, you know, obviously, the
14 more 5-star ratings you have, the more successful you'll be
15 on the website.
16 Q. You also testified that during that conference call
17 there was some discussion about prohibited side deals, I
18 think you -- I think you called it or maybe Mr. Samuels
19 called it and you agreed?
20 A. Right.
21 Q. What was -- what were the contents of that
22 conversation? What was said about that?
23 A. You know, that was basically -- like you can't
24 directly -- a customer -- say eMove gathers, you know, the
25 information, they take the reservation, and then I go to

1 Q. You also stated that there was a segment in the
2 conference call on how to keep customers happy or something
3 along those lines. What was that?
4 A. Right. Like I said, that was more about -- it was
5 like communication, communication skills with the customer,
6 calling them like in a timely manner once you get a
7 notification that you've received a job, you know,
8 obviously keeping 5-star ratings. It was something to that
9 nature.
10 Q. That's all the questions I have. Thank you.
11 A. Okay. Thank you.
12 MR. SAMUELS: Mr. Unterkoefer, I have a few more
13 followup to what Miss Cross just went over with you.
14 EXAMINATION BY MR. SAMUELS:
15 Q. She indicated that when she called you, she asked you
16 what was your relationship with eMove. This is in this
17 conversation she had with you prior to this deposition.
18 Did she give you any suggestions as to what you should say
19 your relationship was with eMove?
20 A. No. I believe she just asked me what my relationship
21 was or what I thought my relationship was and then, I
22 believe, compared it to -- like asked me if it was like
23 Priceline, you know, like the website Priceline where --
24 you know, or was it different than Priceline or was it like
25 Priceline was the reference that she gave me.

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1 the customer and say, hey, if you cancel that order, I'll
2 do it for less, you know, or something like that, or like
3 making a side deal with the customer, give me cash so I
4 don't have to wait for eMove to submit the transaction, you
5 know, if you pay me cash today, I'll give you a break, you
6 know, those kind of side deals.
7 Basically not being able to cut them out of their
8 15 percent would be what they would be opposed to.
9 Q. Did they ever tell you during that conference call
10 that you couldn't have your own business card and get
11 business on your own?
12 A. No, nothing like that. They gave a way to encourage a
13 link or create a URL, which if you made a business card
14 once you went on that website, it would directly say it
15 would, for instance, direct them to United Stand Moving on
16 the eMove marketplace which then, you know, I could then
17 target a bunch of people and they would get the 15 percent
18 off of, you know, me having that URL. They encouraged
19 that. They didn't --
20 Q. They -- I'm sorry. I didn't mean to interrupt you.
21 I'm sorry. You can finish.
22 A. That's okay. Go ahead.
23 Q. They encouraged you, but did they require you to do
24 that?
25 A. No, absolutely not.

1 Q. So she suggested Priceline as a possible answer for
2 you?
3 MS. CROSS: Object to form.
4 A. Not suggested, I would say, but compared. You know,
5 when she asked what my relationship was to eMove, she, I
6 believe, said was it like Priceline where people can go on
7 and, you know, see the deals that Priceline lists, you
8 know, something to that nature.
9 MS. CROSS: I further object to any suggestion or
10 insinuation that there was some ethical misconduct of any
11 kind by suggesting that I made a suggestion to an
12 individual about his testimony at deposition.
13 MR. SAMUELS: I assure you I'm not making any
14 sort of ethical question. I'm simply trying to find out
15 because it appears to be clear from the testimony that you
16 suggested at least one scenario. I'd like to find out what
17 else was said because it does affect ultimately how the
18 witness answered some of the questions, I believe.
19 Q. Mr. Unterkoefer, let me ask you, did Miss Cross make
20 any other suggestions for possible scenarios that would
21 describe your relationship between eMove and yourself?
22 A. No, sir.
23 MS. CROSS: Object to form.
24 Q. You can answer.
25 A. No, she did not.

1 Q. So the only scenario she suggested that was comparable
2 to your relationship with eMove was Priceline?
3 A. Yes, sir.
4 Q. She never suggested that your relationship with eMove
5 would have been akin to a subcontractor/general contractor
6 relationship?
7 A. I don't believe so, no, sir.
8 Q. Now, regarding the payment arrangements, let's make it
9 clear, the customer paid eMove and then eMove paid you,
10 correct?
11 A. That would be correct.
12 Q. And when you received a text telling you where the job
13 was, who it was with and when the job was, you received
14 that text from eMove, correct?
15 A. That would be correct, yeah. They -- they sent out
16 automated --
17 Q. So -- so to make it clear, the customer made all those
18 arrangements with eMove on their website?
19 A. That's correct.
20 Q. They didn't make those arrangement with you, did they?
21 A. That is correct.
22 Q. Okay. And it was eMove who then communicated with you
23 telling you where to go, when to go, and who your customer
24 was, correct?
25 A. That would be correct.

1 Q. That's all the questions I have. Thank you.
2 A. You're welcome.
3 MR. DANLEY: Mr. Unterkoefer, unfortunately I
4 have a few more. They're not really related to the
5 questions that were just asked of you by other counsel.
6 THE DEPONENT: Okay.
7 EXAMINATION BY MR. DANLEY:
8 Q. I understand that you are currently residing at 25
9 Wing, W-I-N-G, Street, Lisbon, Maine; is that correct?
10 A. That is correct.
11 Q. What kind of residence is that? Is that a house,
12 apartment or a condominium?
13 A. That's a house.
14 Q. Are you the owner or --
15 A. No, I'm not. It's actually my parents' house.
16 Q. Okay. Do you own a home?
17 A. No, I do not, sir.
18 Q. Do you own a vehicle?
19 A. No, I do not, sir.
20 Q. Do you know approximately how long you plan to reside
21 with your parents?
22 A. Currently I'm seeking employment, so you know, I'm
23 just trying to get on my feet.
24 Q. Okay.
25 A. It's kind of up in the air. I'm just trying to find

1 Q. Okay. So in essence, to sort of look at it another
2 way, I'll give you kind of a hypothetical scenario, the --
3 well, you're in Maine; so we'll say the furnace. The
4 furnace in your home is busted. You call ABC Heating and
5 Air-conditioning. ABC works for a subcontractor. They
6 send the subcontractor to your house.
7 They tell him where to go, when to go, who the
8 customer is. Customer comes to your house, fixes your
9 furnace, you then pay ABC Heating and Air who pays the
10 subcontractor service technician.
11 Wouldn't you agree that that's similar to the
12 relationship you had with eMove?
13 MS. CROSS: Object to form.
14 A. In a sense, yes, because I didn't have control
15 financially of anything. I didn't deal directly with a
16 customer. They dealt with the customer and passed the
17 information on to me. They had control of releasing the
18 funds based on the work I did, you know, that's about it.
19 Q. And -- and just like that furnace repair guy, you
20 couldn't go to the customer's house and say, look, don't
21 pay them, you know, you just pay me cash and you can just
22 pay me half what you pay them, you couldn't do that either,
23 could you?
24 MS. CROSS: Object to form.
25 A. That is correct, yeah.

1 employment.
2 Q. I understood from your testimony earlier that, I think
3 I heard this, that you have not had any communication with
4 the South Carolina Workers' Compensation Commission?
5 A. That is correct, sir.
6 Q. All right. Now, you understand that your business,
7 United Stand Moving, has been listed as a party to this
8 claim that Mr. Ferguson has brought. Do you understand
9 that?
10 A. Yes, sir.
11 Q. And that you are, as I understand it, the sole owner
12 of United Stand Moving?
13 A. Yes, sir.
14 Q. You understand that it's in your -- in your best
15 interest to keep the Workers' Compensation Commission,
16 knowing that this case is out there now, that you need to
17 keep them abreast of your whereabouts, your address, do you
18 understand that?
19 A. So if I were to move or something, it would be
20 recommended that I would -- you're saying --
21 Q. I'm not your lawyer, but I'm just kind of letting you
22 know that there is eventually going to be a hearing in this
23 case.
24 A. Okay.
25 Q. And you will need to be notified.

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1 A. Right.
2 Q. Will you contact the Workers' Compensation Commission
3 and provide them with your current address and contact
4 information?
5 A. Yes, absolutely. If anything changes, I'll let them
6 know.
7 Q. All right. So now, during the time period that you
8 were in South Carolina, did you purchase anything in South
9 Carolina such as a home or a condominium?
10 A. No, sir. No.
11 Q. All right. Do you have any kind of bank account
12 anywhere in your personal name?
13 A. No, I don't. I actually have to clear up some
14 overdraft fees to even be able to have a bank account,
15 so --
16 Q. Not in Maine nor South Carolina?
17 A. No. No, sir.
18 Q. All right. You are currently communicating with us by
19 a landline or a cellphone?
20 A. This is a landline, sir.
21 Q. And that's the landline at your parents' house?
22 A. No. This is the landline at the conference center.
23 Q. Oh, I apologize. What is the landline at your
24 parents' house?
25 A. It is 207-353 --

1 SIGNATURE OF DEPONENT
2
3 DEPONENT: Sean Unterkoefer
4 DEPOSITION DATE: March 16, 2012
5 REPORTER: Lisa A. Casper
6 CASE CAPTION: State of South Carolina vs. eMove and
7 New Hampshire Insurance Company
8
9 (Please return both Signature of Deponent pages.)
10
11 I, the undersigned, Sean Unterkoefer do
12 hereby certify that I have read the foregoing deposition
13 and find it to be a true and accurate transcription of my
14 testimony, with the following corrections, if any:
15
16 PAGE LINE CHANGE REASON FOR CHANGE
17
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1 Q. I apologize. Repeat that.
2 A. It is area code 207-353-4955.
3 Q. And you have a personal cellphone; is that correct?
4 A. Yes, I do, sir.
5 Q. What is your cellphone number?
6 A. It is area code 207-689-7653.
7 Q. All right. Repeat that for me again. I apologize.
8 A. Okay. Area code 207-689-7653.
9 Q. Thank you so much, Mr. Unterkoefer. Those are all
10 the questions I have.
11 A. Okay. Thank you, sir.
12 Q. And might I add, you have been an extremely patient
13 witness.
14 MS. CROSS: Yes, you have. Thank you very much,
15 Mr. Unterkoefer.
16 THE DEPONENT: No problem.
17 (The exhibit was contained in the original and
18 copies.)
19 (TIME: 5:11 P.M.)
20
21
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23
24
25

1 SIGNATURE OF DEPONENT (CONTINUED)
2 DEPOSITION DATE: March 16, 2012
3 REPORTER: Lisa A. Casper
4 CASE CAPTION: State of South Carolina vs. eMove and
5 New Hampshire Insurance Company
6
7 PAGE LINE CHANGE REASON FOR CHANGE
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Signature Date

1 I, Lisa A. Casper, a Notary Public for the State of
2 Maine at Large, do hereby certify that the deponent
3 personally was advised of his right to read and sign said
4 deposition both verbally and in writing. If the deponent
5 fails to execute and return foregoing Signature of Deponent
6 pages within the thirty (30) days allowed pursuant to the
7 Rules of Civil Procedure, the original transcript may be
8 filed with the court.

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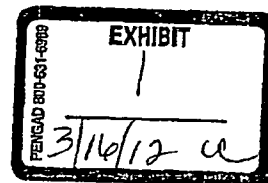
Lisa A. Casper, RPR
My Commission expires
May 24, 2018

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United Stand Moving

Inactive- Based out of Myrtle Beach , SC


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Notes

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Show only changes for:

Account

All profile changes

Date	Type	Action	Original value	New value	IP Address	Modified by
1/25/2012 4:18:30 PM	Status	Edit	Inactive	Inactive	"REDACTED"	BRIAN COXSON
8/30/2011 7:31:28 PM	Status	Edit		Can activate account		System Administrator Sean Unterkoefler
4/6/2011 8:32:24 AM	Availability	Add		3/13/2011 was blocked.		System Administrator Sean Unterkoefler
4/6/2011 8:32:10 AM	Availability	Delete	3/20/2011 was removed from blocked list.			System Administrator Sean Unterkoefler
4/6/2011 8:28:02 AM	Availability	Add		2/27/2011 was blocked.		System Administrator Sean Unterkoefler
4/6/2011 8:27:40 AM	Availability	Add		2/27/2011 was blocked.		System Administrator Sean Unterkoefler
4/6/2011 8:26:46 AM	Availability	Add		3/6/2011 was blocked.		System Administrator Sean Unterkoefler

4/6/2011 8:26:30 AM	Availability	Delete	3/13/2011 was removed from blocked list.		"REDACTED"	System Administrator Sean Unterkoefer
4/6/2011 8:26:23 AM	Availability	Delete	3/13/2011 was removed from blocked list.			System Administrator Sean Unterkoefer
4/6/2011 8:06:15 AM	Availability	Add		2/13/2011 was blocked.		System Administrator Sean Unterkoefer
4/6/2011 8:06:05 AM	Availability	Delete	2/20/2011 was removed from blocked list.			System Administrator Sean Unterkoefer
4/6/2011 8:01:51 AM	Availability	Delete	2/13/2011 was removed from blocked list.			System Administrator Sean Unterkoefer
4/6/2011 8:00:32 AM	Availability	Add		2/20/2011 was blocked.		System Administrator Sean Unterkoefer
4/6/2011 7:54:07 AM	Availability	Delete	1/24/2011 was removed from blocked list.			System Administrator Sean Unterkoefer
4/6/2011 7:54:02 AM	Availability	Delete	1/24/2011 was removed from blocked list.			System Administrator Sean Unterkoefer
4/6/2011 7:53:33 AM	Availability	Delete	2/5/2011 was removed from blocked list.			System Administrator Sean Unterkoefer
3/29/2011 8:22:24 PM	Payment Type	Edit	Direct deposit (checking account) - Routing: REDACTED Account: REDACTED	Direct deposit (checking account) - Routing: REDACTED Account: REDACTED		System Administrator Sean Unterkoefer
3/29/2011 8:20:12 PM	Payment Type	Edit	Direct deposit (checking account) - Routing: REDACTED Account: REDACTED	Direct deposit (checking account) - Routing: REDACTED Account: REDACTED		System Administrator Sean Unterkoefer
3/29/2011 11:06:16 AM	Payment Type	Edit	Direct deposit (checking account) - Routing: REDACTED	Direct deposit (checking account) - Routing: REDACTED Account: REDACTED		System Administrator Sean Unterkoefer
"REDACTED"						

			Account:			
3/29/2011 10:39:39 AM	Payment Type	Edit	Direct deposit (checking account) - Routing: REDACTED Account: REDACTED	Direct deposit (checking account) - Routing: REDACTED Account: REDACTED	"REDACTED"	System Administrator Sean Unterkoefer
3/29/2011 10:35:06 AM	Payment Type	Edit	Direct deposit (checking account) - Routing: REDACTED Account: REDACTED	Direct deposit (checking account) - Routing: REDACTED Account: REDACTED		System Administrator Sean Unterkoefer
3/29/2011 10:25:43 AM	Payment Type	Edit	Direct deposit (checking account) - Routing: REDACTED Account: REDACTED	Direct deposit (checking account) - Routing: REDACTED Account: REDACTED		System Administrator Sean Unterkoefer
3/28/2011 11:22:56 PM	Coverage areas	Edit				System Administrator Sean Unterkoefer
3/28/2011 11:16:59 PM	Coverage areas	Edit				System Administrator Sean Unterkoefer
3/28/2011 10:46:26 PM	Coverage areas	Edit				System Administrator Sean Unterkoefer
3/28/2011 10:13:53 PM	Coverage areas	Edit				System Administrator Sean Unterkoefer
3/28/2011 9:59:28 PM	Coverage areas	Edit				System Administrator Sean Unterkoefer
3/28/2011 9:23:56 PM	Zip	Edit	29577	29572		System Administrator Sean Unterkoefer
3/28/2011 9:23:56 PM	Address2	Edit		B2		System Administrator Sean Unterkoefer
3/28/2011 9:23:56 PM	Address1	Edit	1st Ave S.	6507 hawthorne ln		System Administrator Sean Unterkoefer
3/25/2011 3:58:26 PM	Services	Edit			"REDACTED"	

			Load/Unload - 2 man: Rate: 58.00	Load/Unload - 2 man: Rate: 60.00		System Administrator Sean Unterkoefer
3/20/2011 6:55:15 PM	Availability	Add		3/26/2011 was blocked.	"REDACTED"	System Administrator Sean Unterkoefer
3/18/2011 6:03:32 PM	Availability	Add		3/25/2011 was blocked.		System Administrator Sean Unterkoefer
3/18/2011 6:03:30 PM	Availability	Add		3/24/2011 was blocked.		System Administrator Sean Unterkoefer
3/18/2011 6:03:23 PM	Availability	Add		3/23/2011 was blocked.		System Administrator Sean Unterkoefer
3/11/2011 2:23:42 PM	Payment Type	Edit	Direct deposit (checking account) - Routing: REDACTED Account: REDACTED	Direct deposit (checking account) - Routing: REDACTED Account: REDACTED		System Administrator Sean Unterkoefer
3/9/2011 5:05:04 PM	Availability	Add		3/22/2011 was blocked.		System Administrator Sean Unterkoefer
3/9/2011 5:04:59 PM	Availability	Add		3/22/2011 was blocked.		System Administrator Sean Unterkoefer
3/9/2011 5:04:27 PM	Availability	Add		3/21/2011 was blocked.		System Administrator Sean Unterkoefer
3/9/2011 5:04:20 PM	Availability	Add		3/20/2011 was blocked.		System Administrator Sean Unterkoefer
3/9/2011 5:04:08 PM	Availability	Add		3/19/2011 was blocked.		System Administrator Sean Unterkoefer
3/9/2011 5:04:03 PM	Availability	Add		3/18/2011 was blocked.	"REDACTED"	System Administrator Sean Unterkoefer
3/9/2011 5:03:58 PM	Availability	Add		3/17/2011 was blocked.		System Administrator

					Sean Unterkoefler
3/9/2011 5:03:52 PM	Availability	Add		3/16/2011 was blocked.	"REDACTED" System Administrator Sean Unterkoefler
3/9/2011 5:03:47 PM	Availability	Add		3/15/2011 was blocked.	System Administrator Sean Unterkoefler
3/9/2011 5:03:30 PM	Availability	Add		3/12/2011 was blocked.	System Administrator Sean Unterkoefler
3/9/2011 5:03:24 PM	Availability	Add		3/11/2011 was blocked.	System Administrator Sean Unterkoefler
3/9/2011 5:03:21 PM	Availability	Add		3/10/2011 was blocked.	System Administrator Sean Unterkoefler
3/9/2011 5:03:21 PM	Availability	Add		3/10/2011 was blocked.	System Administrator Sean Unterkoefler
3/7/2011 10:57:04 AM	Availability	Add		3/14/2011 was blocked.	System Administrator Sean Unterkoefler
3/7/2011 10:56:56 AM	Availability	Add		3/14/2011 was blocked.	System Administrator Sean Unterkoefler
3/7/2011 10:56:46 AM	Availability	Add		3/14/2011 was blocked.	System Administrator Sean Unterkoefler
3/7/2011 10:55:49 AM	Availability	Add		3/9/2011 was blocked.	System Administrator Sean Unterkoefler
3/7/2011 10:55:27 AM	Availability	Add		3/9/2011 was blocked.	System Administrator Sean Unterkoefler
3/7/2011 10:55:18 AM	Availability	Add		3/9/2011 was blocked.	System Administrator Sean Unterkoefler
3/7/2011 10:53:51 AM	Availability	Add		3/13/2011 was blocked.	System Administrator
					"REDACTED"

						Sean Unterkoefler
3/7/2011 10:53:49 AM	Availability	Add		3/13/2011 was blocked.	"REDACTED"	System Administrator Sean Unterkoefler
3/7/2011 10:53:14 AM	Availability	Add		3/8/2011 was blocked.		System Administrator Sean Unterkoefler
3/7/2011 10:52:58 AM	Availability	Add		3/8/2011 was blocked.		System Administrator Sean Unterkoefler
3/7/2011 10:52:40 AM	Availability	Add		3/8/2011 was blocked.		System Administrator Sean Unterkoefler
3/7/2011 10:52:35 AM	Availability	Add		3/8/2011 was blocked.		System Administrator Sean Unterkoefler
3/7/2011 10:52:29 AM	Availability	Add		3/8/2011 was blocked.		System Administrator Sean Unterkoefler
3/7/2011 10:52:24 AM	Availability	Add		3/8/2011 was blocked.		System Administrator Sean Unterkoefler
3/7/2011 10:52:16 AM	Availability	Add		3/8/2011 was blocked.		System Administrator Sean Unterkoefler
3/7/2011 10:51:44 AM	Availability	Add		3/7/2011 was blocked.		System Administrator Sean Unterkoefler
3/7/2011 10:51:40 AM	Availability	Add		3/7/2011 was blocked.		System Administrator Sean Unterkoefler
2/13/2011 12:09:10 PM	Availability	Add		2/18/2011 was blocked.		System Administrator Sean Unterkoefler
2/13/2011 12:08:52 PM	Availability	Add		2/17/2011 was blocked.		System Administrator Sean Unterkoefler
2/13/2011 12:08:48 PM	Availability	Add		2/18/2011 was blocked.	"REDACTED"	System Administrator

					Sean Unterkoefler
2/13/2011 12:08:43 PM	Availability	Add		2/15/2011 was blocked.	"REDACTED" System Administrator Sean Unterkoefler
2/13/2011 12:08:39 PM	Availability	Add		2/14/2011 was blocked.	System Administrator Sean Unterkoefler
2/13/2011 12:08:37 PM	Availability	Add		2/13/2011 was blocked.	System Administrator Sean Unterkoefler
2/13/2011 12:08:36 PM	Availability	Add		2/13/2011 was blocked.	System Administrator Sean Unterkoefler
2/9/2011 8:36:29 PM	Availability	Add		2/12/2011 was blocked.	System Administrator Sean Unterkoefler
2/9/2011 8:36:25 PM	Availability	Add		2/11/2011 was blocked.	System Administrator Sean Unterkoefler
2/9/2011 8:36:21 PM	Availability	Add		2/10/2011 was blocked.	System Administrator Sean Unterkoefler
2/6/2011 7:47:53 PM	Availability	Add		2/9/2011 was blocked.	System Administrator Sean Unterkoefler
2/3/2011 9:49:28 PM	Availability	Add		2/8/2011 was blocked.	System Administrator Sean Unterkoefler
2/3/2011 9:49:23 PM	Availability	Add		2/7/2011 was blocked.	System Administrator Sean Unterkoefler
2/3/2011 9:49:19 PM	Availability	Add		2/6/2011 was blocked.	System Administrator Sean Unterkoefler
2/3/2011 9:49:14 PM	Availability	Add		2/5/2011 was blocked.	System Administrator Sean Unterkoefler
1/31/2011 12:46:38 PM	Availability	Add		2/4/2011 was blocked.	System Administrator

"REDACTED"

					Sean Unterkoefler
1/31/2011 12:46:34 PM	Availability	Add		2/3/2011 was blocked.	"REDACTED" System Administrator Sean Unterkoefler
1/31/2011 12:46:31 PM	Availability	Add		2/2/2011 was blocked.	System Administrator Sean Unterkoefler
1/28/2011 10:20:30 PM	Availability	Add		2/1/2011 was blocked.	System Administrator Sean Unterkoefler
1/28/2011 10:20:25 PM	Availability	Add		1/31/2011 was blocked.	System Administrator Sean Unterkoefler
1/28/2011 10:20:21 PM	Availability	Add		1/30/2011 was blocked.	System Administrator Sean Unterkoefler
1/28/2011 10:20:18 PM	Availability	Add		1/29/2011 was blocked.	System Administrator Sean Unterkoefler
1/25/2011 11:27:53 AM	Availability	Add		1/28/2011 was blocked.	System Administrator Sean Unterkoefler
1/25/2011 11:27:49 AM	Availability	Add		1/27/2011 was blocked.	System Administrator Sean Unterkoefler
1/25/2011 11:27:45 AM	Availability	Add		1/26/2011 was blocked.	System Administrator Sean Unterkoefler
1/25/2011 11:27:42 AM	Availability	Add		1/25/2011 was blocked.	System Administrator Sean Unterkoefler
1/23/2011 4:33:57 PM	Availability	Add		1/24/2011 was blocked.	System Administrator Sean Unterkoefler
1/7/2011 6:06:33 PM	Availability	Add		1/10/2011 was blocked.	System Administrator Sean Unterkoefler
12/23/2010 11:09:20 AM	Availability	Add		12/25/2010 was blocked.	System Administrator "REDACTED"

					REDACTED	Sean Unterkoefler
12/13/2010 9:37:28 AM	Contact Info	Add		Sean Unterkoefler phone: 8439971752		System Administrator Sean Unterkoefler
12/13/2010 9:37:28 AM	Contact Info	Add		Add contact phone		System Administrator Sean Unterkoefler
12/13/2010 9:35:22 AM	Contact Info	Delete	Sean Unterkoefler phone: 8439578166			System Administrator Sean Unterkoefler
12/13/2010 9:35:22 AM	Contact Info	Delete		Delete contact phone		System Administrator Sean Unterkoefler
12/13/2010 9:34:57 AM	Contact Info	Delete	Sean Unterkoefler phone: 8439578113			System Administrator Sean Unterkoefler
					REDACTED	
1	2	3	4			

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United Stand Moving

Inactive- Based out of Myrtle Beach , SC

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Notes

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Show only changes to:

Account

All profile changes

Date	Type	Action	Original value	New value	IP Address	Modified by
12/13/2010 9:34:57 AM	Contact Info	Delete		Delete contact phone	"REDACTED"	System Administrator Sean Unterkoefer
12/13/2010 9:34:15 AM	Contact Info	Add		Sean Unterkoefer phone: 8439971746		System Administrator Sean Unterkoefer
12/13/2010 9:34:15 AM	Contact Info	Add		Add contact phone		System Administrator Sean Unterkoefer
12/9/2010 9:09:49 AM	Availability	Add		12/12/2010 was blocked.		System Administrator Sean Unterkoefer
12/9/2010 9:09:40 AM	Availability	Add		12/11/2010 was blocked.		System Administrator Sean Unterkoefer
12/9/2010 9:09:32 AM	Availability	Add		12/10/2010 was blocked.		System Administrator Sean Unterkoefer
12/4/2010 2:45:11 PM	Availability	Add		12/5/2010 was blocked.		System Administrator Sean Unterkoefer
12/3/2010 1:57:43 PM	Availability	Add		12/4/2010 was blocked.		System Administrator

"REDACTED"

					Sean Unterkoefler
11/4/2010 8:06:50 PM	Availability	Add		11/17/2010 was blocked.	System Administrator Sean Unterkoefler
11/3/2010 12:28:34 PM	Business name	Edit	United stand Moving	United Stand Moving	System Administrator
10/22/2010 1:34:07 PM	Availability	Add		10/25/2010 was blocked.	System Administrator Sean Unterkoefler
10/21/2010 1:09:21 PM	Website	Edit		unitedstandmoving	System Administrator Sean Unterkoefler
10/15/2010 12:01:47 PM	Availability	Add		10/17/2010 was blocked.	System Administrator Sean Unterkoefler
10/15/2010 12:01:42 PM	Availability	Add		10/16/2010 was blocked.	System Administrator Sean Unterkoefler
10/8/2010 6:27:25 PM	Availability	Add		10/9/2010 was blocked.	System Administrator Sean Unterkoefler
10/6/2010 5:54:14 PM	Availability	Add		10/7/2010 was blocked.	System Administrator Sean Unterkoefler
10/6/2010 5:54:13 PM	Availability	Delete	10/7/2010 was removed from blocked list.		System Administrator Sean Unterkoefler
10/6/2010 5:43:01 PM	Availability	Add		10/7/2010 was blocked.	System Administrator Sean Unterkoefler
9/28/2010 3:42:35 PM	Availability	Add		9/29/2010 was blocked.	System Administrator Sean Unterkoefler
9/28/2010 3:42:32 PM	Availability	Delete	9/28/2010 was removed from blocked list.		System Administrator Sean Unterkoefler
9/28/2010 3:42:15 PM	Availability	Add		9/28/2010 was blocked.	System Administrator Sean Unterkoefler
9/23/2010 7:33:27 PM	Availability	Add		9/25/2010 was blocked.	System Administrator Sean Unterkoefler
9/23/2010 7:33:25 PM	Availability	Delete			System Administrator Sean Unterkoefler

REDACTED

REDACTED

			9/24/2010 was removed from blocked list.			System Administrator Sean Unterkoefer
9/22/2010 5:30:44 PM	Availability	Add		9/24/2010 was blocked.	"REDACTED"	System Administrator Sean Unterkoefer
9/20/2010 9:09:50 AM	Availability	Add		9/22/2010 was blocked.		System Administrator Sean Unterkoefer
9/20/2010 9:09:25 AM	Availability	Add		9/21/2010 was blocked.		System Administrator Sean Unterkoefer
9/17/2010 5:17:10 PM	Availability	Add		9/19/2010 was blocked.		System Administrator Sean Unterkoefer
9/17/2010 5:16:58 PM	Availability	Add		9/18/2010 was blocked.		System Administrator Sean Unterkoefer
9/13/2010 5:45:05 PM	Availability	Add		9/14/2010 was blocked.		System Administrator Sean Unterkoefer
9/10/2010 11:57:14 AM	Availability	Add		9/11/2010 was blocked.		System Administrator Sean Unterkoefer
9/6/2010 5:08:55 PM	Availability	Add		9/7/2010 was blocked.		System Administrator Sean Unterkoefer
9/6/2010 5:44:53 AM	Availability	Add		9/13/2010 was blocked.		System Administrator Sean Unterkoefer
9/2/2010 5:54:47 PM	Availability	Add		9/4/2010 was blocked.		System Administrator Sean Unterkoefer
9/1/2010 2:27:01 PM	Availability	Add		9/2/2010 was blocked.		System Administrator Sean Unterkoefer
8/30/2010 9:50:34 PM	Availability	Add		9/1/2010 was blocked.		System Administrator Sean Unterkoefer
8/27/2010 8:45:27 PM	Availability	Add		8/30/2010 was blocked.		System Administrator Sean Unterkoefer
8/27/2010 2:17:11 PM	Availability	Add		8/28/2010 was blocked.	"REDACTED"	

						System Administrator Sean Unterkoefer
8/26/2010 6:08:11 PM	Availability	Add		8/27/2010 was blocked.	"REDACTED"	System Administrator Sean Unterkoefer
8/24/2010 4:53:04 PM	Availability	Add		8/25/2010 was blocked.		System Administrator Sean Unterkoefer
8/22/2010 2:04:20 PM	Availability	Add		8/23/2010 was blocked.		System Administrator Sean Unterkoefer
8/20/2010 3:35:18 PM	Availability	Add		8/26/2010 was blocked.		System Administrator Sean Unterkoefer
8/19/2010 9:44:32 AM	Availability	Add		8/20/2010 was blocked.		System Administrator Sean Unterkoefer
8/14/2010 6:11:32 PM	Availability	Add		8/15/2010 was blocked.		System Administrator Sean Unterkoefer
7/29/2010 10:27:00 PM	Availability	Add		8/3/2010 was blocked.		System Administrator Sean Unterkoefer
7/29/2010 10:26:54 PM	Availability	Add		8/2/2010 was blocked.		System Administrator Sean Unterkoefer
7/29/2010 10:26:39 PM	Availability	Add		8/1/2010 was blocked.		System Administrator Sean Unterkoefer
7/29/2010 10:26:28 PM	Availability	Add		7/31/2010 was blocked.		System Administrator Sean Unterkoefer
7/28/2010 8:15:33 PM	Availability	Add		7/30/2010 was blocked.		System Administrator Sean Unterkoefer
7/18/2010 10:48:45 AM	Availability	Add		7/24/2010 was blocked.		System Administrator Sean Unterkoefer
7/18/2010 10:48:38 AM	Availability	Add		7/23/2010 was blocked.		System Administrator Sean Unterkoefer
7/18/2010 10:48:25 AM	Availability	Add		7/20/2010 was blocked.	"REDACTED"	

						System Administrator Sean Unterkoefler
7/16/2010 12:28:42 PM	Availability	Add		7/18/2010 was blocked.	"REDACTED"	System Administrator Sean Unterkoefler
7/16/2010 12:27:42 PM	Availability	Add		7/17/2010 was blocked.		System Administrator Sean Unterkoefler
7/12/2010 5:32:00 PM	Availability	Add		7/16/2010 was blocked.		System Administrator Sean Unterkoefler
7/10/2010 7:32:05 AM	Availability	Add		7/11/2010 was blocked.		System Administrator Sean Unterkoefler
7/10/2010 7:31:55 AM	Availability	Delete	7/10/2010 was removed from blocked list.			System Administrator Sean Unterkoefler
7/6/2010 2:10:39 PM	Availability	Delete	7/7/2010 was removed from blocked list.			System Administrator Sean Unterkoefler
7/6/2010 1:58:15 PM	Availability	Add		7/10/2010 was blocked.		System Administrator Sean Unterkoefler
7/6/2010 1:58:10 PM	Availability	Add		7/9/2010 was blocked.		System Administrator Sean Unterkoefler
7/6/2010 1:58:05 PM	Availability	Add		7/9/2010 was blocked.		System Administrator Sean Unterkoefler
7/6/2010 1:57:54 PM	Availability	Add		7/8/2010 was blocked.		System Administrator Sean Unterkoefler
7/6/2010 1:57:52 PM	Availability	Add		7/8/2010 was blocked.		System Administrator Sean Unterkoefler
7/6/2010 1:57:35 PM	Availability	Add		7/7/2010 was blocked.		System Administrator Sean Unterkoefler
6/30/2010 3:53:22 PM	Availability	Add		7/22/2010 was blocked.		System Administrator Sean Unterkoefler
6/30/2010 3:53:10 PM	Availability	Add		7/21/2010 was blocked.	"REDACTED"	

						System Administrator Sean Unterkoefer
6/30/2010 3:53:07 PM	Availability	Add		7/21/2010 was blocked.	"REDACTED"	System Administrator Sean Unterkoefer
6/29/2010 10:01:09 PM	Availability	Add		7/4/2010 was blocked.	3	System Administrator Sean Unterkoefer
6/28/2010 3:43:03 PM	Availability	Add		7/3/2010 was blocked.	3	System Administrator Sean Unterkoefer
6/28/2010 3:42:41 PM	Availability	Add		7/2/2010 was blocked.	3	System Administrator Sean Unterkoefer
6/26/2010 5:12:03 PM	Availability	Add		6/29/2010 was blocked.		System Administrator Sean Unterkoefer
6/23/2010 7:09:22 PM	Availability	Add		7/1/2010 was blocked.		System Administrator Sean Unterkoefer
6/23/2010 7:09:16 PM	Availability	Add		6/30/2010 was blocked.		System Administrator Sean Unterkoefer
6/23/2010 9:27:05 AM	Status	Edit		Can activate account		System Administrator Sean Unterkoefer
6/23/2010 9:09:59 AM	Contact Info	Add		Sean Unterkoefer phone: 8439578166		System Administrator Sean Unterkoefer
6/23/2010 9:09:59 AM	Contact Info	Add		Add contact phone		System Administrator Sean Unterkoefer
6/23/2010 9:09:04 AM	Contact Info	Delete	Sean Unterkoefer phone: 8435036083			System Administrator Sean Unterkoefer
6/23/2010 9:09:04 AM	Contact Info	Delete		Delete contact phone		System Administrator Sean Unterkoefer
6/23/2010 9:08:49 AM	Contact Info	Edit	Sean Unterkoefer email: united50@ymail.com	Sean Unterkoefer email: unitedstandmoving@yahoo.com		System Administrator Sean Unterkoefer
6/23/2010 9:08:22 AM		Delete			"REDACTED"	

	Contact Info		Sean Unterkoefer email: xmanlax3@aol.com			System Administrator Sean Unterkoefer
6/23/2010 9:08:22 AM	Contact Info	Delete		Delete contact email	"REDACTED"	System Administrator Sean Unterkoefer
6/23/2010 9:07:56 AM	Status	Edit		Can activate account		System Administrator Sean Unterkoefer
6/22/2010 6:26:12 PM	Availability	Add		6/26/2010 was blocked.		System Administrator Sean Unterkoefer
6/15/2010 8:52:50 PM	Availability	Add		6/18/2010 was blocked.		System Administrator Sean Unterkoefer
6/15/2010 8:52:36 PM	Availability	Add		6/19/2010 was blocked.		System Administrator Sean Unterkoefer
6/8/2010 11:14:15 AM	Custom availability	Add		6/8/2010 - 6/30/2010 Morning jobs 2 - Afternoon jobs 2 - Evening jobs 2		System Administrator Sean Unterkoefer
6/7/2010 1:22:41 PM	Features	Delete	Same day service deactivated			System Administrator Sean Unterkoefer
6/7/2010 1:22:05 PM	Services	Edit	Load/Unload - 2 man: Rate: 62.00	Load/Unload - 2 man: Rate: 58.00		System Administrator Sean Unterkoefer
6/7/2010 1:21:14 PM	Features	Edit	Travel fee amount: 45.00	Travel fee amount: 40.00		System Administrator Sean Unterkoefer
6/4/2010 1:31:03 PM	Availability	Add		6/5/2010 was blocked.		System Administrator Sean Unterkoefer
6/1/2010 10:03:02 PM	Custom availability	Add		6/1/2010 - 6/30/2010 Morning jobs 1 - Afternoon jobs 1 - Evening jobs 1		System Administrator Sean Unterkoefer
5/31/2010 12:21:05 PM	Contact Info	Edit	Sean Unterkoefer phone: 8439578113	Sean Unterkoefer phone: 8435036083		System Administrator Sean Unterkoefer
5/31/2010 12:21:05 PM	Contact Info	Edit		Update contact phone		System Administrator Sean Unterkoefer
5/31/2010 12:20:25 PM		Edit			"REDACTED"	

	Contact Info		Sean Unterkoeffer phone: 843-503-6083	Sean Unterkoeffer phone: 8439578113		System Administrator Sean Unterkoeffer
5/31/2010 12:20:25 PM	Contact Info	Edit		Update contact phone	"REDACTED"	System Administrator Sean Unterkoeffer
5/31/2010 12:18:03 PM	Availability	Delete	5/31/2010 was removed from blocked list.			System Administrator Sean Unterkoeffer
5/28/2010 4:41:03 PM	Availability	Add		5/31/2010 was blocked.		System Administrator Sean Unterkoeffer
5/28/2010 4:40:58 PM	Availability	Add		5/30/2010 was blocked.		System Administrator Sean Unterkoeffer
5/28/2010 4:40:51 PM	Availability	Add		5/29/2010 was blocked.		System Administrator Sean Unterkoeffer
5/25/2010 2:03:58 PM	Features	Edit	Travel fee amount: 50.00	Travel fee amount: 45.00		System Administrator Sean Unterkoeffer
5/25/2010 2:00:15 PM	Services	Edit	Load/Unload - 2 man: Rate: 70.00	Load/Unload - 2 man: Rate: 62.00	"REDACTED"	System Administrator Sean Unterkoeffer
1 2 3 4						

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United Stand Moving

Inactive- Based out of Myrtle Beach , SC

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Notes

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Show only changes to:

Account

All profile changes

Date	Type	Action	Original value	New value	IP Address	Modified by
5/20/2010 1:19:00 PM	Services	Edit	Load/Unload - 2 man: Rate: 65.00	Load/Unload - 2 man: Rate: 70.00	"REDACTED"	System Administrator Sean Unterkoefer
5/13/2010 6:26:27 PM	Availability	Add		5/18/2010 was blocked		System Administrator Sean Unterkoefer
5/12/2010 10:27:46 AM	Availability	Add		5/15/2010 was blocked.		System Administrator Sean Unterkoefer
5/10/2010 4:40:49 AM	Services	Edit	Load/Unload - 2 man: Rate: 68.00	Load/Unload - 2 man: Rate: 65.00		System Administrator Sean Unterkoefer
5/10/2010 4:40:14 AM	Features	Edit	Travel fee amount: 40.00	Travel fee amount: 50.00		System Administrator Sean Unterkoefer
5/10/2010 4:40:00 AM	Features	Add		Travel fee activated		System Administrator Sean Unterkoefer
5/10/2010 4:39:58 AM	Features	Delete	Travel fee deactivated			System Administrator

"REDACTED"

					Sean Unterkoefler
5/10/2010 4:39:32 AM	Features	Add	Same day service activated	"REDACTED"	System Administrator Sean Unterkoefler
5/10/2010 4:39:28 AM	Features	Delete	Same day service deactivated		System Administrator Sean Unterkoefler
5/7/2010 8:36:25 AM	Availability	Delete	5/4/2010 was removed from blocked list.		System Administrator Sean Unterkoefler
5/5/2010 4:29:46 AM	Availability	Add		5/5/2010 was blocked.	System Administrator Sean Unterkoefler
5/4/2010 5:54:02 AM	Availability	Add		5/4/2010 was blocked.	System Administrator Sean Unterkoefler
4/29/2010 4:51:45 AM	Job information	Edit	U-Haul Customer Oak Island, NC 28465		System Administrator Sean Unterkoefler
4/26/2010 10:43:52 PM	Availability	Add		4/29/2010 was blocked.	System Administrator Sean Unterkoefler
4/23/2010 6:49:02 PM	Availability	Add		4/24/2010 was blocked.	System Administrator Sean Unterkoefler
2/20/2010 10:21:36 PM	Contact Info	Edit	Sean Unterkoefler phone: 8439578113 8435036714	Sean Unterkoefler phone: 8439578113	System Administrator Sean Unterkoefler
2/20/2010 10:21:36 PM	Contact Info	Edit		Update contact phone	System Administrator Sean Unterkoefler
2/13/2010 4:10:06 PM	Availability	Delete	2/20/2010 was removed from blocked list.		System Administrator Sean Unterkoefler
2/2/2010 1:09:50 PM	Availability	Add		2/20/2010 was blocked.	System Administrator Sean Unterkoefler
1/27/2010 10:59:36 AM	Availability	Add			

"REDACTED"

				1/29/2010 was blocked.		System Administrator Sean Unterkoefer
1/4/2010 11:20:37 AM	Job Information	Edit	Charleston, SC 29410		"REDACTED"	System Administrator Sean Unterkoefer
1/4/2010 10:45:30 AM	Services	Edit	Load/Unload - 2 man: Rate: 70.00	Load/Unload - 2 man: Rate: 58.00		System Administrator Sean Unterkoefer
1/2/2010 9:55:11 AM	Services	Edit	Load/Unload - 2 man: Rate: 58.00	Load/Unload - 2 man: Rate: 70.00		System Administrator Sean Unterkoefer
12/30/2009 9:30:54 PM	Availability	Add		12/31/2009 was blocked.		System Administrator Sean Unterkoefer
12/26/2009 10:33:06 PM	Services	Edit	Load/Unload - 2 man: Rate: 60.00	Load/Unload - 2 man: Rate: 58.00		System Administrator Sean Unterkoefer
12/15/2009 4:12:06 PM	Features	Edit	Travel fee amount: 30.00	Travel fee amount: 40.00		System Administrator Sean Unterkoefer
12/15/2009 4:10:33 PM	Services	Edit	Cleaning Help/Maid Services - 2 man: Rate: 65.00	Cleaning Help/Maid Services - 2 man: Rate: 55.00		System Administrator Sean Unterkoefer
12/15/2009 4:10:10 PM	Services	Edit	Pack/Unpack - 2 man: Rate: 65.00	Pack/Unpack - 2 man: Rate: 55.00		System Administrator Sean Unterkoefer
12/15/2009 4:09:51 PM	Services	Edit	Load/Unload - 2 man: Rate: 65.00	Load/Unload - 2 man: Rate: 60.00		System Administrator Sean Unterkoefer
12/13/2009 10:05:57 PM	Services	Edit	Load/Unload - 2 man: Rate: 58.00	Load/Unload - 2 man: Rate: 65.00		System Administrator Sean Unterkoefer
12/7/2009 12:00:07 AM	Services	Edit	Load/Unload - 2 man: Rate: 65.00	Load/Unload - 2 man: Rate: 58.00		System Administrator Sean Unterkoefer
12/6/2009 8:40:40 AM	Services	Edit	Load/Unload - 2 man: Rate: 60.00	Load/Unload - 2 man: Rate: 65.00		System Administrator Sean Unterkoefer
					"REDACTED"	

12/2/2009 12:35:53 AM	Contact Info	Add		Sean Unterkoeffer phone: 8435036714	"REDACTED"	System Administrator Sean Unterkoeffer
12/2/2009 12:35:53 AM	Contact Info	Add		Add contact phone		System Administrator Sean Unterkoeffer
11/30/2009 10:49:27 AM	Services	Edit	Load/Unload - 2 man: Rate: 65.00	Load/Unload - 2 man: Rate: 60.00		System Administrator Sean Unterkoeffer
11/29/2009 9:50:28 PM	Features	Add		Same day service activated		System Administrator Sean Unterkoeffer
11/29/2009 9:50:25 PM	Features	Delete	Same day service deactivated			System Administrator Sean Unterkoeffer
11/27/2009 6:56:35 AM	Services	Edit	Load/Unload - 2 man: Rate: 70.00	Load/Unload - 2 man: Rate: 65.00		System Administrator Sean Unterkoeffer
11/24/2009 10:45:44 PM	Services	Edit	Load/Unload - 2 man: Rate: 75.00	Load/Unload - 2 man: Rate: 70.00		System Administrator Sean Unterkoeffer
11/23/2009 1:18:17 AM	Services	Edit	Load/Unload - 2 man: Rate: 60.00	Load/Unload - 2 man: Rate: 75.00		System Administrator Sean Unterkoeffer
11/17/2009 9:45:18 AM	Services	Edit	Load/Unload - 2 man: Rate: 65.00	Load/Unload - 2 man: Rate: 60.00		System Administrator Sean Unterkoeffer
11/13/2009 10:02:03 AM	Services	Edit	Load/Unload - 2 man: Rate: 75.00	Load/Unload - 2 man: Rate: 65.00		System Administrator Sean Unterkoeffer
11/11/2009 9:34:42 AM	Services	Edit	Load/Unload - 2 man: Rate: 65.00	Load/Unload - 2 man: Rate: 75.00	"REDACTED"	System Administrator Sean Unterkoeffer
10/31/2009 11:35:26 AM	Services	Edit	Cleaning Help/Maid Services - 2 man: Rate: 55.00	Cleaning Help/Maid Services - 2 man: Rate: 65.00		System Administrator Sean Unterkoeffer
10/31/2009 11:35:13 AM	Services	Edit	Pack/Unpack - 2 man: Rate: 55.00	Pack/Unpack - 2 man: Rate: 65.00		System Administrator

						Sean Unterkoefler
10/31/2009 11:35:01 AM	Services	Edit	Load/Unload - 2 man: Rate: 55.00	Load/Unload - 2 man: Rate: 65.00	REDACTED	System Administrator Sean Unterkoefler
10/13/2009 11:28:37 AM	Services	Edit	Pack/Unpack - 2 man: Rate: 65.00	Pack/Unpack - 2 man: Rate: 55.00		System Administrator Sean Unterkoefler
10/13/2009 11:28:27 AM	Services	Edit	Load/Unload - 2 man: Rate: 60.00	Load/Unload - 2 man: Rate: 55.00		System Administrator Sean Unterkoefler
10/13/2009 11:28:15 AM	Services	Edit	Cleaning Help/Maid Services - 2 man: Rate: 60.00	Cleaning Help/Maid Services - 2 man: Rate: 55.00		System Administrator Sean Unterkoefler
9/30/2009 8:44:05 PM	Services	Edit	Load/Unload - 2 man: Rate: 65.00	Load/Unload - 2 man: Rate: 60.00		System Administrator Sean Unterkoefler
9/20/2009 7:13:40 PM	Services	Edit	Pack/Unpack - 2 man: Rate: 60.00	Pack/Unpack - 2 man: Rate: 65.00		System Administrator Sean Unterkoefler
9/20/2009 7:13:18 PM	Services	Edit	Load/Unload - 2 man: Rate: 60.00	Load/Unload - 2 man: Rate: 65.00		System Administrator Sean Unterkoefler
9/13/2009 10:15:27 AM	Services	Edit	Cleaning Help/Maid Services - 2 man: Rate: 70.00	Cleaning Help/Maid Services - 2 man: Rate: 60.00		System Administrator Sean Unterkoefler
9/13/2009 10:15:04 AM	Services	Edit	Pack/Unpack - 2 man: Rate: 70.00	Pack/Unpack - 2 man: Rate: 60.00		System Administrator Sean Unterkoefler
9/13/2009 10:14:46 AM	Services	Edit	Load/Unload - 2 man: Rate: 70.00	Load/Unload - 2 man: Rate: 60.00		System Administrator Sean Unterkoefler
8/28/2009 1:34:09 PM	Services	Edit	Load/Unload - 2 man: Rate: 75.00	Load/Unload - 2 man: Rate: 70.00		System Administrator Sean Unterkoefler
8/18/2009 3:42:53 PM	Services	Edit	Cleaning Help/Maid Services - 2 man: Rate: 60.00	Cleaning Help/Maid Services - 2 man: Rate: 70.00		System Administrator Sean Unterkoefler

8/18/2009 3:42:37 PM	Services	Edit	Pack/Unpack - 2 man: Rate: 60.00	Pack/Unpack - 2 man: Rate: 70.00		System Administrator Sean Unterkoefler
8/18/2009 3:42:15 PM	Services	Edit	Load/Unload - 2 man: Rate: 70.00	Load/Unload - 2 man: Rate: 75.00		System Administrator Sean Unterkoefler
8/2/2009 8:13:54 PM	Availability	Add		8/4/2009 was blocked.		System Administrator Sean Unterkoefler
7/30/2009 12:15:27 PM	Availability	Add		8/1/2009 was blocked.		System Administrator Sean Unterkoefler
7/30/2009 12:15:07 PM	Availability	Delete	8/1/2009 was removed from blocked list.			System Administrator Sean Unterkoefler
7/30/2009 12:15:04 PM	Availability	Add		8/1/2009 was blocked.		System Administrator Sean Unterkoefler
7/12/2009 11:09:21 AM	Services	Edit	Load/Unload - 2 man: Rate: 75.00	Load/Unload - 2 man: Rate: 70.00		System Administrator Sean Unterkoefler
7/6/2009 3:17:50 PM	Services	Edit	Load/Unload - 2 man: Rate: 70.00	Load/Unload - 2 man: Rate: 75.00		System Administrator Sean Unterkoefler
7/6/2009 3:17:30 PM	Services	Edit	Load/Unload - 2 man: Rate: 60.00	Load/Unload - 2 man: Rate: 70.00		System Administrator Sean Unterkoefler
7/6/2009 3:17:09 PM	Features	Edit	Travel fee amount: 20.00	Travel fee amount: 30.00		System Administrator Sean Unterkoefler
6/8/2009 11:40:43 AM	Services	Edit	Load/Unload - 2 man: Rate: 65.00	Load/Unload - 2 man: Rate: 60.00		System Administrator Sean Unterkoefler
6/2/2009 10:58:21 AM	Services	Edit	Load/Unload - 2 man: Rate: 75.00	Load/Unload - 2 man: Rate: 65.00		System Administrator Sean Unterkoefler
6/2/2009 10:58:01 AM	Services	Edit				System Administrator Sean Unterkoefler

5/31/2009 11:13:05 PM	Services	Edit	Load/Unload - 2 man: Rate: 70.00	Load/Unload - 2 man: Rate: 75.00		System Administrator Sean Unterkoefler
5/31/2009 11:12:37 PM	Services	Edit	Cleaning Help/Maid Services - 2 man: Rate: 50.00	Cleaning Help/Maid Services - 2 man: Rate: 60.00		System Administrator Sean Unterkoefler
5/31/2009 11:12:15 PM	Services	Edit	Pack/Unpack - 2 man: Rate: 50.00	Pack/Unpack - 2 man: Rate: 60.00		System Administrator Sean Unterkoefler
5/31/2009 11:11:27 PM	Features	Edit	Piano moving amount: 0.00	Piano moving amount: 250.00		System Administrator Sean Unterkoefler
5/31/2009 11:10:20 PM	Features	Add		Piano moving activated		System Administrator Sean Unterkoefler
5/28/2009 7:33:25 AM	Services	Edit	Load/Unload - 2 man: Rate: 60.00	Load/Unload - 2 man: Rate: 70.00		System Administrator Sean Unterkoefler
5/7/2009 6:08:52 PM	Services	Edit	Pack/Unpack - 2 man: Rate: 40.00	Pack/Unpack - 2 man: Rate: 50.00		System Administrator Sean Unterkoefler
5/7/2009 6:08:34 PM	Services	Edit	Cleaning Help/Maid Services - 2 man: Rate: 40.00	Cleaning Help/Maid Services - 2 man: Rate: 50.00		System Administrator Sean Unterkoefler
5/7/2009 6:06:27 PM	Services	Edit	Load/Unload - 2 man: Rate: 50.00	Load/Unload - 2 man: Rate: 60.00		System Administrator Sean Unterkoefler
3/14/2009 1:59:50 PM	Services	Edit				System Administrator Sean Unterkoefler
3/14/2009 1:41:35 PM	Features	Delete	Piano moving deactivated			System Administrator Sean Unterkoefler
3/14/2009 1:40:22 PM	Services	Edit	Driving Help - 1 man: Rate: 1.50 Max distance: 100	Driving Help - 1 man: Rate: 1.50 Max distance: 200		System Administrator Sean Unterkoefler
3/14/2009 1:39:25 PM	Services	Edit	Load/Unload - 2 man: Rate: 58.00	Load/Unload - 2 man: Rate: 50.00		System Administrator

						Sean Unterkoefler
3/13/2009 12:05:06 AM	Availability	Delete	3/12/2009 was removed from blocked list.			System Administrator Sean Unterkoefler
3/13/2009 12:05:05 AM	Availability	Add		3/12/2009 was blocked.		System Administrator Sean Unterkoefler
3/12/2009 8:49:05 PM	Services	Add		Rental Truck Driving 1 - man Rate: 1.50 Max Distance: 100		System Administrator Sean Unterkoefler
3/12/2009 8:46:48 PM	Services	Add		Maid Services / Home Cleaning 2 - man Rate: 40.00		System Administrator Sean Unterkoefler
3/12/2009 8:45:56 PM	Services	Add		Pack/Unpack 2 - man Rate: 40.00		System Administrator Sean Unterkoefler
3/12/2009 8:43:58 PM	Features	Add		Piano moving activated		System Administrator Sean Unterkoefler
3/12/2009 8:41:31 PM	Features	Add		Piano moving activated		System Administrator Sean Unterkoefler
3/12/2009 8:40:57 PM	Features	Add		Piano moving activated		System Administrator Sean Unterkoefler
3/12/2009 8:40:49 PM	Features	Add		Piano moving activated		System Administrator Sean Unterkoefler
3/12/2009 8:40:47 PM	Features	Add		Piano moving activated		System Administrator Sean Unterkoefler
3/12/2009 8:40:36 PM	Features	Add		Piano moving activated		System Administrator Sean Unterkoefler
3/12/2009 8:40:31 PM	Features	Add		Piano moving activated		System Administrator Sean Unterkoefler
3/12/2009 5:26:49 PM	Payment Type	Edit		Direct deposit (checking account)		System Administrator

				Routing: 053904483 - Account: 223006089721		Sean Unterkoefler
3/12/2009 5:23:15 PM	Features	Edit	Travel fee amount: 40.00	Travel fee amount: 20.00		System Administrator Sean Unterkoefler
3/12/2009 5:22:44 PM	Features	Edit	Travel fee amount: 0.00	Travel fee amount: 40.00		System Administrator Sean Unterkoefler
3/12/2009 5:15:24 PM	Coverage areas	Edit				System Administrator Sean Unterkoefler
3/12/2009 5:12:39 PM	Availability	Edit	Wednesday start: Unavailable Wednesday end: Unavailable Wednesday Max Morning Jobs 0 Wednesday Max Afternoon Jobs 0 Wednesday Max Evening Jobs 0	Wednesday start: 6:00 AM Wednesday end: 11:00 PM Wednesday Max Morning Jobs 2 Wednesday Max Afternoon Jobs 2 Wednesday Max Evening Jobs 1		System Administrator Sean Unterkoefler
1 2 3 4						

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Show only changes to

Account

All profile changes

Date	Type	Action	Original Value	New value	IP Address	Modified by
3/12/2009 5:12:04 PM	Availability	Edit	Tuesday start: Unavailable Tuesday end: Unavailable Tuesday Max Morning jobs 0 Tuesday Max Afternoon jobs 0 Tuesday Max Evening jobs 0	Tuesday start: 6:00 AM Tuesday end: 11:00 PM Tuesday Max Morning jobs 2 Tuesday Max Afternoon jobs 2 Tuesday Max Evening jobs 2		System Administrator Sean Unterkoefler
3/12/2009 5:11:14 PM	Availability	Edit	Thursday start: Unavailable Thursday end: Unavailable Thursday Max Morning jobs 0 Thursday Max Afternoon jobs 0 Thursday Max Evening jobs 0	Thursday start: 6:00 AM Thursday end: 11:00 PM Thursday Max Morning jobs 2 Thursday Max Afternoon jobs 2 Thursday Max Evening jobs 1		System Administrator Sean Unterkoefler
3/12/2009 5:10:35 PM	Availability	Edit	Sunday start: Unavailable Sunday end: Unavailable Sunday Max Morning jobs 0 Sunday Max Afternoon jobs 0	Sunday start: 6:00 AM Sunday end: 11:00 PM Sunday Max Morning jobs 2 Sunday Max Afternoon jobs 2		System Administrator Sean Unterkoefler

			Sunday Max Evening jobs 0	Sunday Max Evening jobs 1		
3/12/2009 5:09:54 PM	Availability	Edit	Saturday start: Unavailable Saturday end: Unavailable Saturday Max Morning jobs 0 Saturday Max Afternoon jobs 0 Saturday Max Evening jobs 0	Saturday start: 6:00 AM Saturday end: 11:00 PM Saturday Max Morning jobs 2 Saturday Max Afternoon jobs 2 Saturday Max Evening jobs 1		System Administrator Sean Unterkoefer
3/12/2009 5:09:15 PM	Availability	Edit	Monday start: Unavailable Monday end: Unavailable Monday Max Morning jobs 0 Monday Max Afternoon jobs 0 Monday Max Evening jobs 0	Monday start: 6:00 AM Monday end: 11:00 PM Monday Max Morning jobs 2 Monday Max Afternoon jobs 2 Monday Max Evening jobs 1		System Administrator Sean Unterkoefer
3/12/2009 5:08:41 PM	Availability	Edit	Friday start: Unavailable Friday end: Unavailable Friday Max Morning jobs 0 Friday Max Afternoon jobs 0 Friday Max Evening jobs 0	Friday start: 6:00 AM Friday end: 11:00 PM Friday Max Morning jobs 2 Friday Max Afternoon jobs 2 Friday Max Evening jobs 1		System Administrator Sean Unterkoefer
3/12/2009 5:05:14 PM	Features	Add		Next day service activated		System Administrator Sean Unterkoefer
3/12/2009 5:05:12 PM	Features	Delete	Next day service deactivated			System Administrator Sean Unterkoefer
3/12/2009 5:05:10 PM	Features	Add		Next day service activated		System Administrator Sean Unterkoefer
3/12/2009 5:05:01 PM	Features	Add		Same day service activated		System Administrator Sean Unterkoefer
3/12/2009 5:04:41 PM	Features	Edit	Travel fee amount: 0.00	Travel fee amount: 0.00		System Administrator Sean Unterkoefer
3/12/2009 5:00:52 PM	Features	Add		Travel fee activated		System Administrator Sean Unterkoefer

3/12/2009 5:00:16 PM	Features	Delete	Travel fee deactivated			System Administrator Sean Unterkoefler
3/12/2009 5:00:08 PM	Features	Add		Travel fee activated		System Administrator Sean Unterkoefler
3/12/2009 4:59:41 PM	Services	Add		Load/Unload 2 - man Rate: 58.00		System Administrator Sean Unterkoefler
3/12/2009 2:45:08 PM	Status	Edit	Pending email confirmation	Active		MARCUS BETHEA
3/5/2009 7:46:26 AM	Status	Edit	Pending ID check	Pending email confirmation		MARCUS BETHEA
3/5/2009 7:42:48 AM	Business description	Edit	We are a experienced independent family owned and operated bussiness specializing in loading and unloading furniture in your rented truck. Also we have a truck available for smaller moves.	We are a experienced independent family owned and operated bussiness specializing in loading and unloading furniture in your rented truck.		MARCUS BETHEA
1 2 3 4						

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Profile

[Edit profile](#) | [Change status](#)

Business name: United Stand Moving

Current status: Inactive

Website URL: unitedstandmoving

Login status: InActive

Address: Sean Unterkoefer
6507 hawthorne ln
B2
Myrtle Beach , SC 29572

SSN: Redacted

Business type: Professional

Affiliation type: Independent

Description: We are a experienced independent family
owned and operated bussiness specializing
in loading and unloading furniture in your
rented truck.Verified No
insurance:Own moving No
truck:Licensed No
moving
company:

How you are paid

[Change payment method](#)

Method of payment	Routing number	Account number
Direct deposit (checking account)	REDACTED	REDACTED

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Contacts

Sean Unterkoefer

[Edit contact](#) | [Delete contact](#) | [Add phone](#) | [Add email](#)

Credentials

User ID: unitedstandmoving@yahoo.com

motivated

Email

unitedstandmoving@yahoo.com	☒ Job notification		

Phone

(843) 997-1746 - Business	☒ Job notification		
(843) 997-1752 - Cell	☒ Job notification		

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Services											
Offer a new service											
Service	Helpers	Rate	Edit	Delete							
Load/Unload	2 - man	\$60.00 per hour	☒								
Pack/Unpack	2 - man	\$55.00 per hour	☒								
Cleaning Help/Maid Services	2 - man	\$55.00 per hour	☒								
Driving Help (Max distance: 200 miles)	1 - man	\$1.50 per mile	☒								
Features and Fees											
Click on the button next to a feature to change the status. indicates features you offer, indicates a feature you do not offer.											
Active	Feature	Fee									
	Travel fee A fee all customers will pay in addition to the Job(s) total when you are hired.	\$40.00 ☒									
	Piano moving You are equipped to move a customer's grand or baby grand piano.	\$250.00 ☒									
	Same day service I offer same day service.										
	Next day service I offer next day service.										

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Custom availability and block dates

☒ [Add a new block date or custom availability](#)

Availability

Day	Start time	End time	Max morning jobs	Max afternoon jobs	Max evening jobs	Max daily jobs	Edit
Sunday	6:00 am	11:00 pm	2	2	1	5	☒
Monday	6:00 am	11:00 pm	2	2	1	5	☒
Tuesday	6:00 am	11:00 pm	2	2	2	6	☒
Wednesday	6:00 am	11:00 pm	2	2	1	5	☒
Thursday	6:00 am	11:00 pm	2	2	1	5	☒
Friday	6:00 am	11:00 pm	2	2	1	5	☒
Saturday	6:00 am	11:00 pm	2	2	1	5	☒

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Notes

Date	Note	Entered by
1/25/2012	Status changed from Inactive to Inactive Reason: Removing Log In Access Notes: Still able to login. Removing.	BRIAN COXSON
9/1/2011	emailed in about not being active, sent to reinstatement.	TREVER WALBORN
4/8/2011	Placed call to helper to inquire about payment issues no answer. Left vm to call me back.	MARCUS BETHEA
4/6/2011	Placed call to helper no answer left msg to return my call.	MARCUS BETHEA
4/6/2011	Mh called trying to find out why he hasn't been paid for job's #b06c84d3, b1b6928e, 45f6d9c3, 14a410f7, 846d114b, 350542bd. he is using a rush card - through JP Morgan and Chase. he entered 16# but only shows 15#. He tried to add the number # again. still won't accept it. I inform him this information will be forwarded to Admin to check out. Someone will call him back. I confirmed address, 2 telephone #'s. I spoke with Angelica about this.	NORMA LOVELADY
3/29/2011	Service provider has changed the bank account info 3 times in a month.	MARCUS BETHEA
3/15/2011	MH CALLED AND NOTES SAYS TO TRANSFER TO HIM. I TRIED WENT TO MESSAGE. THE # TO REACH MH IS 843-997-1752.	NORMA LOVELADY
10/13/2010	Called helper concerning payment for OR-4380DD65 but no answer. Please connect call to me when helper calls.	MARCUS BETHEA
7/8/2010	MH emailed because he is having problems setting up the URL, I explained it and advised him to view the training video.	ALYSSA ANDERSON
6/29/2010	JB-0AA23F0D MH Contact - No Other Code Applies mh advised that when he spoke with the customer she said that the job was for loading only and the order was booked for the two hours. then after the mover did the load the customer told him to follow her to off load the mover said that it may cost extra for the overtime when they arrived to the off loading location they stated the customer was acting shady and the husband took a bookcase so the movers left the job and the customer never paid for the overtime the movers want info documented.	TROY WILLIAMS
3/12/2009	Status changed from Pending email confirmation to Active -	

		MARCUS BETHEA
3/10/2009	Mh calling and asking about training class states he took it but did not provide state he was in advised mh to attend training again tomorrow.	NADINE DIAZ
3/5/2009	Status changed from Pending ID check to Pending email confirmation -	MARCUS BETHEA

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United Stand Moving Job History

Use the searches below to look up any current or past jobs.

From Date	To Date	Status
Last calendar year	01/01/2009	02/22/2012
		All

225 All jobs from 1/1/2009 to 2/22/2012

Job date	Completed	Status	Job Number	Order	Service	Rate Total
4/2/2009 Morning	4/2/2009	Completed	JB-376C7B25	"REDACTED"	Load/Unload 2 person crew 2 hours	100.0
4/4/2009 Afternoon	4/4/2009	Completed	JB-D492FE19		Load/Unload 2 person crew 2 hours	100.0
4/29/2009 Morning	4/29/2009	Completed	JB-5299557E		Load/Unload 2 person crew 3 hours	150.0
6/3/2009 Morning	6/2/2009	Cancelled	JB-7A336673		Pack/Unpack 2 person crew 2 hours	100.0
6/24/2009 Anytime	6/24/2009	Completed	JB-19A44A77		Load/Unload 2 person crew 3 hours	180.0
7/6/2009 Morning	7/6/2009	Completed	JB-8149BF9C		Load/Unload 2 person crew 5 hours	300.0
7/21/2009 Morning	7/21/2009	Completed	JB-5166B4A0		Load/Unload 2 person crew 2 hours	140.0
7/26/2009 Morning		Scheduled	JB-BA786DF0		Load/Unload 2 person crew 2 hours	140.0
7/29/2009 Morning	7/29/2009	Completed	JB-F2F359D9		Load/Unload 2 person crew 3 hours	210.0
7/30/2009 Anytime	7/24/2009	Cancelled	JB-5A504453		Load/Unload 2 person crew 3 hours	210.0
7/31/2009 Morning	7/31/2009	Completed	JB-5B833059		Pack/Unpack 2 person crew 3 hours	180.0
7/31/2009 Morning	7/31/2009	Completed	JB-28F0B733		Load/Unload 2 person crew 3 hours	210.0
7/31/2009 Afternoon	8/3/2009	Cancelled	JB-251E65AB		Load/Unload 2 person crew 3 hours	210.0
8/4/2009 Morning	8/4/2009	Completed	JB-E45B98D0		Load/Unload 2 person crew 2 hours	140.0
				"REDACTED"		

Job date	Completed	Status	JobNumber	Order	Service	RateTotal
8/5/2009 Morning	8/5/2009	Completed	JB-2A94E4CD	"REDACTED"	Load/Unload 2 person crew 2 hours	140.0
8/22/2009 Anytime	8/21/2009	Completed	JB-1F809BA1		Load/Unload 2 person crew 3 hours	210.0
9/19/2009 Morning	9/21/2009	Cancelled	JB-258DA6AE		Load/Unload 2 person crew 6 hours	360.0
9/21/2009 Morning	9/24/2009	Cancelled	JB-48F1E184		Load/Unload 2 person crew 4 hours	240.0
9/26/2009 Anytime	9/26/2009	Completed	JB-AE722025		Load/Unload 2 person crew 4 hours	260.0
10/10/2009 Afternoon	10/12/2009	Cancelled	JB-02232F32		Load/Unload 2 person crew 2 hours	120.0
10/30/2009 Morning	10/31/2009	Cancelled	JB-01254B0F		Load/Unload 2 person crew 6 hours	330.0
10/31/2009 Morning	10/31/2009	Completed	JB-FBA688E9		Load/Unload 2 person crew 2 hours	110.0
11/1/2009 Anytime	10/28/2009	Cancelled	JB-B9BCB78B		Load/Unload 2 person crew 4 hours	220.0
11/9/2009 Afternoon	11/9/2009	Completed	JB-829F20C3		Load/Unload 2 person crew 3 hours	165.0
11/14/2009 Afternoon	11/14/2009	Completed	JB-860D6C8D		Load/Unload 2 person crew 2 hours	130.0
11/24/2009 Anytime	11/23/2009	Completed	JB-DBFA24DF		Load/Unload 2 person crew 2 hours	130.0
11/29/2009 Afternoon	11/29/2009	Completed	JB-CCD49B5F		Load/Unload 2 person crew 2 hours	130.0
12/13/2009 Morning	12/13/2009	Completed	JB-C68F81B9		Load/Unload 2 person crew 4 hours	232.0
12/13/2009 Afternoon	12/14/2009	Completed	JB-C98E41A5		Load/Unload 2 person crew 2 hours	116.0
12/21/2009 Morning	12/21/2009	Completed	JB-3C2C13CC		Load/Unload 2 person crew 3 hours	174.0
12/29/2009 Morning	12/30/2009	Completed	JB-31073F5C		Load/Unload 2 person crew 5 hours	290.0
12/31/2009 Anytime	12/30/2009	Completed	JB-AB5C5AD4		Load/Unload 2 person crew 4 hours	240.0
1/1/2010 Anytime	1/1/2010	Completed	JB-82B962FE		Load/Unload 2 person crew 4 hours	232.0
1/15/2010 Afternoon	1/15/2010	Completed	JB-8B5AE80B		Load/Unload 2 person crew 2 hours	116.0
1/15/2010 Morning	1/15/2010	Completed	JB-8200BABC		Load/Unload 2 person crew 2 hours	116.0
1/16/2010 Morning	1/17/2010	Completed	JB-414AB1AB		Load/Unload 2 person crew 2 hours	116.0
1/16/2010 Morning	1/17/2010	Completed	JB-55B83090	"REDACTED"	Load/Unload 2 person crew 3 hours	174.0

Job date	Completed	Status	JobNumber	Order	Service	RateTotal
1/20/2010 Morning	1/20/2010	Completed	JB-30B6F7B8	"REDACTED"	Load/Unload 2 person crew 2 hours	116.0
1/23/2010 Morning	1/24/2010	Completed	JB-1F92F2EF		Load/Unload 2 person crew 2 hours	116.0
1/25/2010 Anytime	1/25/2010	Completed	JB-B6866DF5		Load/Unload 2 person crew 3 hours	174.0
1/28/2010 Anytime	1/30/2010	Completed	JB-4242A0BF		Load/Unload 2 person crew 4 hours	232.0
1/29/2010 Morning	1/28/2010	Cancelled	JB-03E0CEBA		Load/Unload 2 person crew 2 hours	116.0
1/30/2010 Morning	1/31/2010	Completed	JB-64DE716A		Load/Unload 2 person crew 2 hours	116.0
2/4/2010 Morning	2/4/2010	Completed	JB-1470C90A		Load/Unload 2 person crew 4 hours	232.0
2/12/2010 Morning	2/12/2010	Completed	JB-DD0F5320		Pack/Unpack 2 person crew 3 hours	165.0
2/13/2010 Morning	2/13/2010	Completed	JB-B7590AF6		Load/Unload 2 person crew 4 hours	232.0
2/15/2010 Anytime	2/15/2010	Completed	JB-01F6DA41		Load/Unload 2 person crew 2 hours	116.0
2/20/2010 Evening	2/26/2010	Cancelled	JB-6FA9A735		Load/Unload 2 person crew 2 hours	116.0
2/25/2010 Morning	2/25/2010	Completed	JB-3CA02F35		Load/Unload 2 person crew 4 hours	232.0
3/2/2010 Morning		Scheduled	JB-37AD5F83		Load/Unload 2 person crew 2 hours	116.0
3/5/2010 Afternoon	3/5/2010	Completed	JB-8048D9BB		Load/Unload 2 person crew 3 hours	174.0
3/10/2010 Morning	3/10/2010	Cancelled	JB-46156848		Pack/Unpack 2 person crew 4 hours	220.0
3/11/2010 Morning	3/10/2010	Cancelled	JB-C76E2988		Load/Unload 2 person crew 3 hours	174.0
3/11/2010 Morning	3/10/2010	Cancelled	JB-AE07A829		Cleaning Help/Maid Services 2 person crew 3 hours	165.0
3/14/2010 Anytime	3/13/2010	Cancelled	JB-E04C1D90		Load/Unload 2 person crew 4 hours	232.0
3/31/2010 Anytime	3/14/2010	Cancelled	JB-11E624CC		Load/Unload 2 person crew 2 hours	116.0
3/31/2010 Morning	3/31/2010	Completed	JB-41242BA5		Load/Unload 2 person crew 2 hours	116.0
4/4/2010 Anytime	4/3/2010	Completed	JB-F079A974		Load/Unload 2 person crew 3 hours	174.0
4/24/2010 Morning	4/25/2010	Cancelled	JB-2F989DBE		Load/Unload 2 person crew 2 hours	116.0
4/29/2010 Anytime	4/29/2010	Completed	JB-456E457A	"REDACTED"	Load/Unload 2 person crew 2 hours	116.0

Job date	Completed	Status	Job Number	Order	Service	Rate Total
4/29/2010 Anytime	4/28/2010	Completed	JB-C1A3E2E9	"REDACTED"	Load/Unload 2 person crew 2 hours	116.0
4/30/2010 Anytime	4/29/2010	Completed	JB-0C2DD67		Load/Unload 2 person crew 4 hours	232.0
5/1/2010 Morning	5/5/2010	Cancelled	JB-3934CBE1		Load/Unload 2 person crew 2 hours	116.0
5/2/2010 Afternoon	5/2/2010	Cancelled	JB-F01F2706		Load/Unload 2 person crew 2 hours	116.0
5/4/2010 Morning	5/4/2010	Cancelled	JB-B33DFEEB		Load/Unload 2 person crew 3 hours	174.0
5/9/2010 Afternoon	5/11/2010	Cancelled	JB-7B92E25B		Load/Unload 2 person crew 3 hours	174.0
5/10/2010 Morning	5/11/2010	Completed	JB-45716069		Load/Unload 2 person crew 3 hours	174.0
5/15/2010 Morning	5/15/2010	Cancelled	JB-DBD8D58B		Load/Unload 2 person crew 3 hours	174.0
5/17/2010 Anytime	5/18/2010	Completed	JB-46950DC3		Load/Unload 2 person crew 4 hours	260.0
5/30/2010 Anytime	5/29/2010	Completed	JB-E9835659		Load/Unload 2 person crew 3 hours	174.0
5/31/2010 Anytime	5/31/2010	Completed	JB-A9E3CB5F		Load/Unload 2 person crew 2 hours	130.0
6/4/2010 Morning	6/4/2010	Completed	JB-A438C34B		Load/Unload 2 person crew 3 hours	186.0
6/18/2010 Anytime	6/18/2010	Completed	JB-D2266FDC		Load/Unload 2 person crew 4 hours	232.0
6/18/2010 Evening	6/19/2010	Completed	JB-63DA9F01		Load/Unload 2 person crew 2 hours	116.0
6/19/2010 Afternoon	6/19/2010	Completed	JB-17050D09		Load/Unload 2 person crew 2 hours	116.0
6/26/2010 Afternoon	6/26/2010	Completed	JB-83E08E59		Load/Unload 2 person crew 2 hours	116.0
6/26/2010 Morning	6/24/2010	Cancelled	JB-78CD5FEE		Load/Unload 2 person crew 3 hours	174.0
6/26/2010 Morning	6/26/2010	Completed	JB-3AD371E8		Load/Unload 2 person crew 3 hours	174.0
6/26/2010 Morning	6/26/2010	Completed	JB-73AA0433		Driving Help 1 person crew 20 miles	30.0
6/29/2010 Anytime	6/29/2010	Cancelled	JB-762B863D		Load/Unload 2 person crew 3 hours	174.0
6/29/2010 Evening	6/29/2010	Completed	JB-5581141F		Load/Unload 2 person crew 2 hours	116.0
6/29/2010 Morning	6/29/2010	Completed	JB-0AA23F0D		Load/Unload 2 person crew 2 hours	116.0
6/30/2010 Afternoon	6/30/2010	Completed	JB-CF36ACAA	"REDACTED"	Load/Unload 2 person crew 4 hours	232.0

Job date	Completed	Status	JobNumber	Order	Service	RateTotal
7/1/2010 Morning	7/1/2010	Completed	JB-F9463701	"REDACTED"	Load/Unload 2 person crew 3 hours	174.0
7/2/2010 Morning	7/2/2010	Completed	JB-20040700		Load/Unload 2 person crew 7 hours	406.0
7/3/2010 Anytime	7/3/2010	Completed	JB-471D0DFB		Driving Help 1 person crew 10 miles	15.0
7/3/2010 Anytime	7/3/2010	Completed	JB-DF88FFDE		Load/Unload 2 person crew 3 hours	174.0
7/5/2010 Afternoon	7/5/2010	Completed	JB-F245EFCE		Load/Unload 2 person crew 3 hours	174.0
7/7/2010 Evening	7/6/2010	Cancelled	JB-B762F801		Load/Unload 2 person crew 4 hours	232.0
7/8/2010 Anytime	7/8/2010	Completed	JB-6CA3547D		Load/Unload 2 person crew 4 hours	232.0
7/9/2010 Morning	7/9/2010	Completed	JB-3613EBFC		Load/Unload 2 person crew 2 hours	116.0
7/10/2010 Morning	7/11/2010	Completed	JB-B42519BE		Load/Unload 2 person crew 2 hours	116.0
7/16/2010 Afternoon	7/16/2010	Completed	JB-A9664645		Load/Unload 2 person crew 4 hours	232.0
7/17/2010 Anytime	7/17/2010	Completed	JB-F8D18F19		Load/Unload 2 person crew 2 hours	116.0
7/21/2010 Morning	7/21/2010	Completed	JB-D629C5AE		Load/Unload 2 person crew 3 hours	174.0
7/22/2010 Morning	7/22/2010	Completed	JB-E6A8D8D7		ind Load/Unload 2 person crew 2 hours	116.0
7/22/2010 Morning	7/22/2010	Completed	JB-AE19D907		Load/Unload 2 person crew 4 hours	232.0
7/23/2010 Morning	7/23/2010	Completed	JB-95BD6E6C		Load/Unload 2 person crew 3 hours	174.0
7/24/2010 Afternoon	7/24/2010	Completed	JB-BBA59D95		Load/Unload 2 person crew 3 hours	174.0
7/24/2010 Morning	7/24/2010	Completed	JB-ADB975B0		Load/Unload 2 person crew 4 hours	232.0
7/26/2010 Anytime	7/11/2010	Cancelled	JB-AD175E60		Load/Unload 2 person crew 2 hours	116.0
7/28/2010 Morning	7/28/2010	Completed	JB-64DBE4ED		Load/Unload 2 person crew 4 hours	232.0
7/29/2010 Afternoon	7/29/2010	Completed	JB-D553EE11		Load/Unload 2 person crew 3 hours	174.0
7/30/2010 Afternoon	7/30/2010	Completed	JB-ACADA2CA		Load/Unload 2 person crew 2 hours	116.0
7/30/2010 Anytime	7/30/2010	Completed	JB-E0830B65		Load/Unload 2 person crew 3 hours	174.0
7/31/2010 Afternoon	7/31/2010	Completed	JB-7BFB1A45	"REDACTED"	Load/Unload 2 person crew 2 hours	116.0

Job date	Completed	Status	JobNumber	Order	Service	RateTotal
7/31/2010 Anytime	7/31/2010	Completed	JB-81739431	"REDACTED"	Load/Unload 2 person crew 2 hours	116.0
8/1/2010 Anytime	8/3/2010	Cancelled	JB-AFDFAD47		Load/Unload 2 person crew 2 hours	116.0
8/2/2010 Morning	8/2/2010	Completed	JB-225360E5		Pack/Unpack 2 person crew 2 hours	110.0
8/3/2010 Afternoon	8/4/2010	Completed	JB-9F84C587		Load/Unload 2 person crew 2 hours	116.0
8/3/2010 Morning	8/3/2010	Completed	JB-A2481A40		Load/Unload 2 person crew 2 hours	116.0
8/5/2010 Afternoon	8/6/2010	Completed	JB-584F5E41		Driving Help 1 person crew 10 miles	15.0
8/5/2010 Afternoon	8/6/2010	Completed	JB-BD101C47		Load/Unload 2 person crew 3 hours	174.0
8/5/2010 Morning	8/5/2010	Completed	JB-09495ED0		Load/Unload 2 person crew 2 hours	116.0
8/6/2010 Anytime	8/3/2010	Completed	JB-B98D51DA		Load/Unload 2 person crew 3 hours	174.0
8/7/2010 Afternoon	8/9/2010	Completed	JB-F60B27A0		Load/Unload 2 person crew 2 hours	116.0
8/11/2010 Morning	8/11/2010	Completed	JB-8BF29326		Load/Unload 2 person crew 3 hours	174.0
8/11/2010 Afternoon	8/11/2010	Cancelled	JB-27981C2D		Load/Unload 2 person crew 3 hours	174.0
8/12/2010 Afternoon	8/12/2010	Completed	JB-3E21643C		Load/Unload 2 person crew 2 hours	116.0
8/13/2010 Morning	8/13/2010	Completed	JB-9044AB19		Load/Unload 2 person crew 2 hours	116.0
8/14/2010 Morning	8/14/2010	Completed	JB-85342A25		Load/Unload 2 person crew 2 hours	116.0
8/15/2010 Anytime	8/12/2010	Completed	JB-7C8C5F8F		Load/Unload 2 person crew 3 hours	174.0
8/16/2010 Anytime	8/16/2010	Completed	JB-95CF3DAB		Load/Unload 2 person crew 4 hours	232.0
8/17/2010 Morning	8/19/2010	Completed	JB-1BB4F410		Load/Unload 2 person crew 2 hours	116.0
8/17/2010 Afternoon	8/17/2010	Completed	JB-CE494F3F		Load/Unload 2 person crew 3 hours	174.0
8/18/2010 Morning	8/18/2010	Completed	JB-03686BCD		Load/Unload 2 person crew 2 hours	116.0
8/19/2010 Evening	8/19/2010	Completed	JB-6847740F		Load/Unload 2 person crew 3 hours	174.0
8/19/2010 Morning	8/19/2010	Completed	JB-75F8A4FA		Load/Unload 2 person crew 3 hours	174.0
8/21/2010 Morning	8/21/2010	Completed	JB-48139DB4	"REDACTED"	Load/Unload 2 person crew 3 hours	174.0

Job date	Completed	Status	JobNumber	Order	Service	RateTotal
8/21/2010 Morning	8/22/2010	Completed	JB-FF8F41DE	"REDACTED"	Load/Unload 2 person crew 2 hours	116.0
8/22/2010 Morning	8/22/2010	Completed	JB-EC76803F		Load/Unload 2 person crew 2 hours	116.0
8/23/2010 Afternoon	8/23/2010	Completed	JB-0A788FA9		Load/Unload 2 person crew 4 hours	232.0
8/23/2010 Afternoon	8/24/2010	Completed	JB-80C5000E		Load/Unload 2 person crew 2 hours	116.0
8/26/2010 Anytime	8/26/2010	Completed	JB-2EC785B9		Load/Unload 2 person crew 4 hours	232.0
8/26/2010 Morning	8/26/2010	Cancelled	JB-11AABC4E		Load/Unload 2 person crew 2 hours	116.0
8/26/2010 Morning	8/24/2010	Cancelled	JB-CEBBE81A		Load/Unload 2 person crew 2 hours	116.0
8/27/2010 Morning	8/28/2010	Completed	JB-96CE8596		Load/Unload 2 person crew 4 hours	232.0
8/27/2010 Afternoon	8/26/2010	Cancelled	JB-26D67686		Load/Unload 2 person crew 3 hours	174.0
8/28/2010 Afternoon	8/28/2010	Completed	JB-43AFDDFF		Load/Unload 2 person crew 2 hours	116.0
8/29/2010 Morning	8/29/2010	Completed	JB-AB2D6D89		Load/Unload 2 person crew 3 hours	174.0
8/30/2010 Morning	8/30/2010	Completed	JB-C5752E4C		Load/Unload 2 person crew 3 hours	174.0
8/30/2010 Morning	8/29/2010	Completed	JB-AFAD7787		Load/Unload 2 person crew 3 hours	174.0
8/30/2010 Anytime	8/30/2010	Completed	JB-75CC00A5		Load/Unload 2 person crew 2 hours	116.0
8/30/2010 Afternoon	8/31/2010	Cancelled	JB-F7F3AC3F		Load/Unload 2 person crew 2 hours	116.0
8/31/2010 Morning	8/31/2010	Completed	JB-DD40753D		Load/Unload 2 person crew 5 hours	290.0
9/3/2010 Morning	9/3/2010	Completed	JB-180F7ABF		Load/Unload 2 person crew 2 hours	116.0
9/5/2010 Afternoon	9/5/2010	Completed	JB-685A51A7		Load/Unload 2 person crew 3 hours	174.0
9/6/2010 Morning	9/6/2010	Completed	JB-F2F43997		Load/Unload 2 person crew 4 hours	232.0
9/8/2010 Morning		Scheduled	JB-AFDD8E4E		Load/Unload 2 person crew 3 hours	174.0
9/9/2010 Morning	9/9/2010	Completed	JB-E4544BFD		Load/Unload 2 person crew 2 hours	116.0
9/12/2010 Morning	9/12/2010	Completed	JB-76C46576		Load/Unload 2 person crew 2 hours	116.0
9/13/2010 Morning	9/13/2010	Completed	JB-E234EEA9	"REDACTED"	Load/Unload 2 person crew 2 hours	116.0

Job date	Completed	Status	Job Number	Order	Service	Rate Total
9/13/2010 Morning	9/13/2010	Completed	JB-A9CCC22B	"REDACTED"	Driving Help 1 person crew 10 miles	15.0
9/13/2010 Morning	9/13/2010	Completed	JB-54476008		Load/Unload 2 person crew 4 hours	232.0
9/15/2010 Morning	9/8/2010	Cancelled	JB-1F7DAD0B		Load/Unload 2 person crew 2 hours	116.0
9/15/2010 Morning	9/15/2010	Completed	JB-C83CC866		Driving Help 1 person crew 10 miles	15.0
9/15/2010 Morning	9/15/2010	Completed	JB-D7A4FDF1		Pack/Unpack 2 person crew 2 hours	110.0
9/15/2010 Morning	9/15/2010	Completed	JB-DF071166		Load/Unload 2 person crew 2 hours	116.0
9/16/2010 Morning	9/16/2010	Completed	JB-64CBE24F		Load/Unload 2 person crew 2 hours	116.0
9/22/2010 Morning	9/22/2010	Completed	JB-17E79DA7		Driving Help 1 person crew 10 miles	15.0
9/22/2010 Morning	9/22/2010	Completed	JB-22A76C5E		Load/Unload 2 person crew 3 hours	174.0
9/24/2010 Morning	9/24/2010	Cancelled	JB-81B4C612		Driving Help 1 person crew 170 miles	255.0
9/24/2010 Morning	9/24/2010	Cancelled	JB-19E44547		Load/Unload 2 person crew 3 hours	174.0
9/25/2010 Morning	9/27/2010	Completed	JB-FEEF5E87		Driving Help 1 person crew 170 miles	255.0
9/25/2010 Morning	9/27/2010	Completed	JB-A3BDA801		Load/Unload 2 person crew 2 hours	116.0
9/26/2010 Morning	9/20/2010	Cancelled	JB-19FAD584		Load/Unload 2 person crew 3 hours	174.0
9/28/2010 Morning	9/28/2010	Completed	JB-704A2DBC		Load/Unload 2 person crew 6 hours	348.0
9/29/2010 Morning	9/30/2010	Cancelled	JB-83BA702A		Load/Unload 2 person crew 2 hours	116.0
10/1/2010 Morning	10/2/2010	Cancelled	JB-76F94ADA		Load/Unload 2 person crew 3 hours	174.0
10/2/2010 Morning	10/2/2010	Cancelled	JB-39C0F4F9		Load/Unload 2 person crew 3 hours	174.0
10/3/2010 Morning	10/5/2010	Completed	JB-97FEF138		Load/Unload 2 person crew 3 hours	174.0
10/3/2010 Morning	10/3/2010	Completed	JB-A46EA2BD		Pack/Unpack 2 person crew 6 hours	330.0
10/4/2010 Morning	10/6/2010	Completed	JB-A14CD74B		Load/Unload 2 person crew 5 hours	290.0
10/5/2010 Morning	10/6/2010	Completed	JB-38BC4828		Cleaning Help/Maid Services 2 person crew 6 hours	330.0
10/6/2010 Evening	9/1/2010	Cancelled	JB-8FCA6116	"REDACTED"	Load/Unload 2 person crew 3 hours	174.0

Job date	Completed	Status	JobNumber	Order	Service	RateTotal
10/8/2010 Morning	10/8/2010	Completed	JB-DEA524CA	"REDACTED"	Load/Unload 2 person crew 3 hours	174.0
10/16/2010 Morning	10/16/2010	Completed	JB-4172367B		Load/Unload 2 person crew 4 hours	232.0
10/17/2010 Morning	10/17/2010	Completed	JB-97657DB9		Load/Unload 2 person crew 2 hours	116.0
10/17/2010 Morning	10/17/2010	Completed	JB-5BAD6717		Load/Unload 2 person crew 4 hours	232.0
10/21/2010 Anytime	10/21/2010	Completed	JB-E7243BBA		Load/Unload 2 person crew 2 hours	116.0
10/25/2010 Morning	10/25/2010	Completed	JB-4913CB27		Load/Unload 2 person crew 2 hours	116.0
10/25/2010 Morning	10/25/2010	Completed	JB-468C610B		Load/Unload 2 person crew 2 hours	116.0
10/29/2010 Anytime	10/29/2010	Cancelled	JB-C07E8ABD		Load/Unload 2 person crew 3 hours	174.0
10/30/2010 Morning	10/31/2010	Cancelled	JB-82BCED45		Load/Unload 2 person crew 4 hours	232.0
10/31/2010 Evening	11/1/2010	Completed	JB-3A7A2D6D		Load/Unload 2 person crew 3 hours	174.0
11/6/2010 Afternoon	11/9/2010	Cancelled	JB-E08AE544		Load/Unload 2 person crew 2 hours	116.0
11/7/2010 Anytime	11/7/2010	Completed	JB-409C2731		Load/Unload 2 person crew 2 hours	116.0
11/9/2010 Afternoon	11/10/2010	Cancelled	JB-F8D9C2C9		Load/Unload 2 person crew 2 hours	116.0
11/11/2010 Anytime	11/11/2010	Completed	JB-418AA760		Load/Unload 2 person crew 2 hours	116.0
11/18/2010 Anytime	11/18/2010	Completed	JB-6AFD2262		Load/Unload 2 person crew 4 hours	232.0
11/22/2010 Anytime	11/23/2010	Completed	JB-66EB6DD3		Load/Unload 2 person crew 2 hours	116.0
11/22/2010 Morning	11/22/2010	Completed	JB-82FA1259		Drying Help 1 person crew 10 miles	15.0
11/22/2010 Morning	11/22/2010	Completed	JB-D8089638		Load/Unload 2 person crew 2 hours	116.0
11/24/2010 Morning	11/25/2010	Cancelled	JB-708273F5		Load/Unload 2 person crew 2 hours	116.0
11/24/2010 Anytime	11/24/2010	Completed	JB-79E6D881		Load/Unload 2 person crew 2 hours	116.0
11/28/2010 Morning	11/28/2010	Completed	JB-A1DC5ED2		Load/Unload 2 person crew 2 hours	116.0
11/29/2010 Afternoon	11/30/2010	Completed	JB-BCEFF8BF		Load/Unload 2 person crew 2 hours	116.0
11/29/2010 Morning	4/21/2011	Completed	JB-C890C327	"REDACTED"	Load/Unload 2 person crew 2 hours	116.0

Job date	Completed	Status	Job Number	Order	Service	Rate Total
12/8/2010 Morning	12/9/2010	Cancelled	JB-02E04705	"REDACTED"	Load/Unload 2 person crew 2 hours	116.0
12/8/2010 Morning	12/8/2010	Completed	JB-AE3F64F0		Load/Unload 2 person crew 4 hours	232.0
12/9/2010 Morning	12/9/2010	Completed	JB-C72847C8		Load/Unload 2 person crew 4 hours	232.0
12/9/2010 Morning	12/9/2010	Completed	JB-0F6E59B8		Load/Unload 2 person crew 2 hours	116.0
12/14/2010 Morning	12/11/2010	Cancelled	JB-628955F7		Load/Unload 2 person crew 3 hours	174.0
12/17/2010 Evening	12/17/2010	Completed	JB-EF0DCAB8		Load/Unload 2 person crew 2 hours	116.0
12/18/2010 Morning	12/18/2010	Completed	JB-58234A16		Load/Unload 2 person crew 3 hours	174.0
12/27/2010 Morning	12/27/2010	Completed	JB-5CA43EF5		Load/Unload 2 person crew 4 hours	232.0
12/28/2010 Afternoon	12/30/2010	Completed	JB-CE65EB5E		Load/Unload 2 person crew 2 hours	116.0
12/28/2010 Morning	12/28/2010	Completed	JB-DC30ACB4		Load/Unload 2 person crew 2 hours	116.0
12/30/2010 Morning	12/30/2010	Completed	JB-C607789F		Load/Unload 2 person crew 2 hours	116.0
12/31/2010 Morning	1/5/2011	Cancelled	JB-3FFCBA28		Load/Unload 2 person crew 2 hours	116.0
1/4/2011 Anytime	1/3/2011	Cancelled	JB-30944BD3		Load/Unload 2 person crew 2 hours	116.0
1/14/2011 Morning	1/14/2011	Completed	JB-99EE7E11		Load/Unload 2 person crew 2 hours	116.0
1/16/2011 Morning	1/17/2011	Completed	JB-33538E75		Load/Unload 2 person crew 2 hours	116.0
1/24/2011 Morning	1/24/2011	Completed	JB-1E276C2A		Load/Unload 2 person crew 3 hours	174.0
2/16/2011 Morning	2/16/2011	Cancelled	JB-7F8AB366		Load/Unload 2 person crew 2 hours	116.0
2/22/2011 Anytime	2/24/2011	Completed	JB-B06C84D3		Load/Unload 2 person crew 2 hours	116.0
2/24/2011 Afternoon	2/24/2011	Completed	JB-B1B6928E		Load/Unload 2 person crew 2 hours	116.0
2/26/2011 Anytime	2/26/2011	Completed	JB-45F6D9C3		Load/Unload 2 person crew 2 hours	116.0
3/26/2011 Anytime	3/23/2011	Cancelled	JB-CB369CA2		Load/Unload 2 person crew 2 hours	116.0
3/26/2011 Morning	3/26/2011	Completed	JB-14A410F7		Load/Unload 2 person crew 2 hours	116.0
3/26/2011 Morning	3/27/2011	Completed	JB-846D114B	"REDACTED"	Load/Unload 2 person crew 2 hours	116.0

Job date	Completed	Status	Job Number	Order	Service	Rate Total
3/27/2011 Morning	3/27/2011	Completed	JB-350542BD	"REDACTED" ↓ "REDACTED"	Load/Unload 2 person crew 4 hours	232.0
3/30/2011 Anytime	3/30/2011	Cancelled	JB-338A7FC6		Load/Unload 2 person crew 2 hours	116.0
4/2/2011 Morning	7/8/2011	Completed	JB-0B706136		Load/Unload 2 person crew 3 hours	174.0
4/3/2011 Morning	4/4/2011	Cancelled	JB-0A470224		Load/Unload 2 person crew 2 hours	120.0
					Total	\$35,925.0

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Custom availability and block dates

☒ Add a new block date or custom availability

Availability

Day	Start time	End time	Max morning jobs	Max afternoon jobs	Max evening jobs	Max daily jobs	Edit
Sunday	6:00 am	11:00 pm	2	2	1	5	
Monday	6:00 am	11:00 pm	2	2	1	5	
Tuesday	6:00 am	11:00 pm	2	2	2	6	
Wednesday	6:00 am	11:00 pm	2	2	1	5	
Thursday	6:00 am	11:00 pm	2	2	1	5	
Friday	6:00 am	11:00 pm	2	2	1	5	
Saturday	6:00 am	11:00 pm	2	2	1	5	

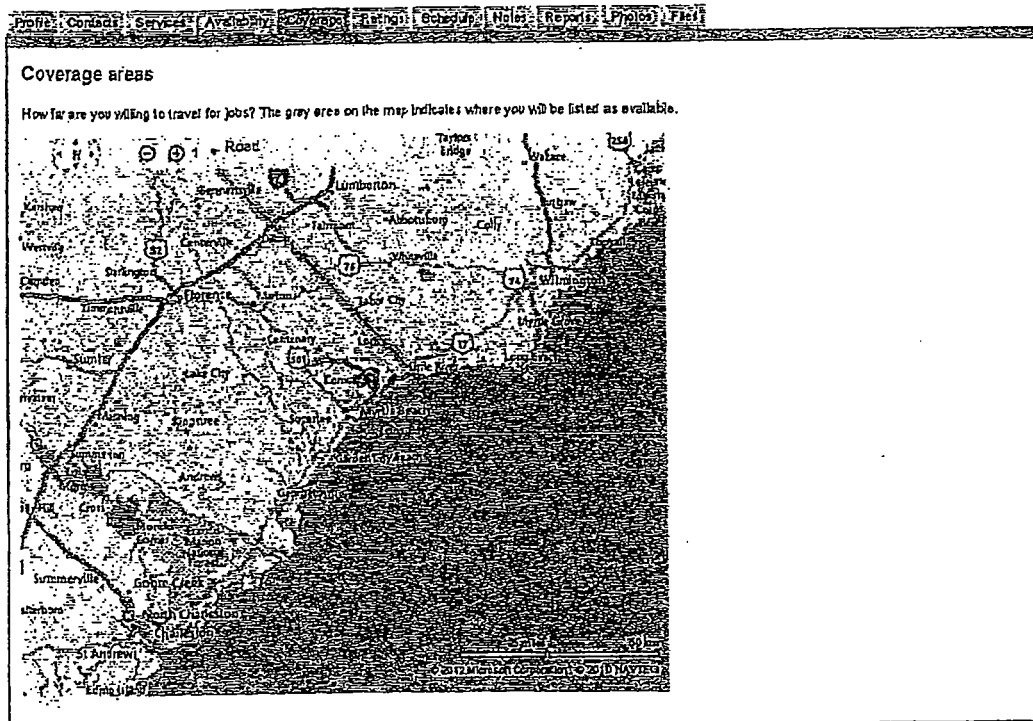
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◀ Feb 26, 2012 - Mar 03, 2012 ▶

Icon legend

Sunday 26	Monday 27	Tuesday 28	Wednesday 29	Thursday 01	Friday 02	Saturday 03
Morning	Morning	Morning	Morning	Morning	Morning	Morning
Afternoon	Afternoon	Afternoon	Afternoon	Afternoon	Afternoon	Afternoon
Evening	Evening	Evening	Evening	Evening	Evening	Evening
No preference	No preference	No preference	No preference	No preference	No preference	No preference

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Job history

- [Job history](#)
- [Job history - Completed last 90 days](#)
- [Job history - Cancelled last 90 days](#)

Earnings

- [This month earnings](#)
- [Last month earnings](#)
- [Last 90 day earnings](#)

Store order

- [All store orders](#)

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United Stand Moving Transaction History

Use the searches below to look up any current or past jobs.

Time frame	Start date	End date	Go
Last 90 days	03/04/2009	02/29/2012	

(**) REDACTED CUSTOMER NAMES

328 transactions from 3/4/2009 to 2/29/2012

Date Entered	Job	Reason	Payment	Credit
4/2/2009 9:11:38 AM	(**) JB-376C7B25	Job payment	85.00	
4/2/2009 9:11:38 AM		Travel fee payment	17.00	
4/4/2009 12:34:45 PM	(**) JB-D492FE19	Job payment	85.00	
4/4/2009 12:34:45 PM		Travel fee payment	17.00	
4/29/2009 9:33:46 AM	(**) JB-5299557E	Job payment	127.50	
4/29/2009 9:33:46 AM		Travel fee payment	17.00	
6/24/2009 12:22:05 PM	(**) JB-19A44A77	Job payment	153.00	
6/24/2009 12:22:05 PM		Travel fee payment	17.00	
7/6/2009 3:11:19 PM	(**) JB-8149BF9C	Job payment	255.00	
7/6/2009 3:11:19 PM		Travel fee payment	17.00	
7/21/2009 6:20:11 PM	(**) JB-5166B4A0	Job payment	119.00	
7/21/2009 6:20:11 PM		Travel fee payment	25.50	
7/29/2009 10:57:51 AM	(**) JB-F2F359D9	Job payment	178.50	
7/29/2009 10:57:51 AM		Travel fee payment	25.50	
7/31/2009 4:35:53 PM	(**) JB-26F0B733	Job payment	178.50	
7/31/2009 4:35:53 PM		Travel fee payment	25.50	
7/31/2009 4:37:05 PM	(**) JB-5B833059	Job payment	153.00	
7/31/2009 4:37:05 PM		Travel fee payment	25.50	

<u>Date Entered</u>	<u>Job</u>	<u>Reason</u>	<u>Payment</u>	<u>Credit</u>
8/4/2009 2:24:51 PM	(**) JB-E45B98D0	Job payment	119.00	
8/4/2009 2:24:51 PM		Travel fee payment	25.50	
8/5/2009 9:53:52 AM	(**) JB-2A94E4CD	Job payment	119.00	
8/5/2009 9:53:52 AM		Travel fee payment	25.50	
8/21/2009 5:40:11 PM	(**) JB-1F809BA1	Job payment	178.50	
8/21/2009 5:40:11 PM		Travel fee payment	25.50	
9/26/2009 1:36:19 PM	(**) JB-AE722025	Job payment	221.00	
9/26/2009 1:36:19 PM		Travel fee payment	25.50	
10/31/2009 11:31:08 AM	(**) JB-FBA688E9	Job payment	93.50	
10/31/2009 11:31:08 AM		Travel fee payment	25.50	
11/9/2009 4:34:20 PM	(**) JB-829F20C3	Job payment	140.25	
11/9/2009 4:34:20 PM		Travel fee payment	25.50	
11/14/2009 7:52:40 PM	(**) JB-860D8C8D	Job payment	110.50	
11/14/2009 7:52:40 PM		Travel fee payment	25.50	
11/23/2009 6:02:53 PM	(**) JB-DBFA24DF	Job payment	110.50	
11/23/2009 6:02:53 PM		Travel fee payment	25.50	
11/29/2009 3:25:08 PM	(**) JB-CGD49B5F	Job payment	110.50	
11/29/2009 3:25:08 PM		Travel fee payment	25.50	
12/13/2009 10:01:36 PM	(**) JB-C66F91B9	Job payment	197.20	
12/13/2009 10:01:36 PM		Travel fee payment	25.50	
12/14/2009 12:21:14 PM	(**) JB-C98E41A5	Job payment	98.60	
12/14/2009 12:21:14 PM		Travel fee payment	25.50	
12/21/2009 5:29:17 PM	(**) JB-3C2C13CC	Job payment	147.90	
12/21/2009 5:29:17 PM		Travel fee payment	25.50	
12/30/2009 1:32:25 AM	(**) JB-31073F5C	Job payment	246.50	
12/30/2009 1:32:25 AM		Travel fee payment	34.00	
12/30/2009 9:29:38 PM	(**) JB-AB5C5AD4	Job payment	204.00	
12/30/2009 9:29:38 PM		Travel fee payment	34.00	
1/1/2010 2:47:00 PM		Job payment	197.20	

<u>DateEntered</u>	<u>Job</u>	<u>Reason</u>	<u>Payment</u>	<u>Credit</u>
	(**) JB-82B962FE			
1/1/2010 2:47:00 PM		Travel fee payment	34.00	
1/15/2010 9:53:06 PM	(**) JB-8200BABC	Job payment	98.60	
1/15/2010 9:53:06 PM		Travel fee payment	34.00	
1/15/2010 9:53:47 PM	(**) JB-8B5AE80B	Job payment	98.60	
1/15/2010 9:53:47 PM		Travel fee payment	34.00	
1/17/2010 9:25:48 AM	(**) JB-55B83090	Job payment	147.90	
1/17/2010 9:25:48 AM		Travel fee payment	34.00	
1/17/2010 9:32:06 PM	(**) JB-414AB1AB	Job payment	98.60	
1/17/2010 9:32:06 PM		Travel fee payment	34.00	
1/20/2010 8:30:50 AM	(**) JB-3086F7B8	Job payment	98.60	
1/20/2010 8:30:50 AM		Travel fee payment	34.00	
1/24/2010 8:15:26 AM	(**) JB-1F92F2EF	Job payment	98.60	
1/24/2010 8:15:26 AM		Travel fee payment	34.00	
1/25/2010 12:31:55 PM	(**) JB-B8866DF5	Job payment	147.90	
1/25/2010 12:31:55 PM		Travel fee payment	34.00	
1/30/2010 8:09:53 AM	(**) JB-4242A0BF	Job payment	197.20	
1/30/2010 8:09:53 AM		Travel fee payment	34.00	
1/31/2010 4:29:04 AM	(**) JB-64DE716A	Job payment	98.60	
1/31/2010 4:29:04 AM		Travel fee payment	34.00	
2/4/2010 1:53:03 PM	(**) JB-1470C90A	Job payment	197.20	
2/4/2010 1:53:03 PM		Travel fee payment	34.00	
2/12/2010 6:59:53 PM	(**) JB-DD0F5320	Job payment	140.25	
2/12/2010 6:59:53 PM		Travel fee payment	34.00	
2/13/2010 4:08:20 PM	(**) JB-B7590AF6	Job payment	197.20	
2/13/2010 4:08:20 PM		Travel fee payment	34.00	
2/15/2010 6:04:35 PM	(**) JB-01F6DA41	Job payment	98.60	
2/15/2010 6:04:35 PM		Travel fee payment	34.00	
2/25/2010 11:45:56 PM		Job payment	197.20	

DateEntered	Job	Reason	Payment	Credit
	(**) JB-3CA02F35			
2/25/2010 11:45:56 PM		Travel fee payment	34.00	
3/5/2010 9:16:31 PM	(**) JB-8048D9BB	Job payment	147.90	
3/5/2010 9:16:31 PM		Travel fee payment	34.00	
3/31/2010 10:43:20 AM	(**) JB-41242BA5	Job payment	98.60	
3/31/2010 10:43:20 AM		Travel fee payment	34.00	
4/3/2010 10:12:36 AM	(**) JB-F079A974	Job payment	147.90	
4/3/2010 10:12:36 AM		Travel fee payment	34.00	
4/28/2010 8:20:56 AM	(**) JB-C1A3E2E9	Job payment	98.60	
4/28/2010 8:20:56 AM		Travel fee payment	34.00	
4/29/2010 4:23:45 PM	(**) JB-0C2DD67	Job payment	197.20	
4/29/2010 4:23:45 PM		Travel fee payment	34.00	
4/29/2010 4:42:19 PM	(**) JB-456E457A	Job payment	98.60	
4/29/2010 4:42:19 PM		Travel fee payment	34.00	
5/11/2010 9:04:08 AM	(**) JB-45716069	Job payment	147.90	
5/11/2010 9:04:08 AM		Travel fee payment	34.00	
5/18/2010 8:25:51 PM	(**) JB-45950DC3	Job payment	221.00	
5/18/2010 8:25:51 PM		Travel fee payment	42.50	
5/29/2010 6:26:51 PM	(**) JB-E9835659	Job payment	147.90	
5/29/2010 6:26:51 PM		Travel fee payment	34.00	
5/31/2010 12:16:53 PM	(**) JB-A9E3CB5F	Job payment	110.50	
5/31/2010 12:16:53 PM		Travel fee payment	42.50	
6/4/2010 1:27:23 PM	(**) JB-A438C34B	Job payment	158.10	
6/4/2010 1:27:23 PM		Travel fee payment	38.25	
6/18/2010 5:03:28 PM	(**) JB-D2266FDC	Job payment	197.20	
6/18/2010 5:03:28 PM		Travel fee payment	34.00	
6/19/2010 1:58:42 PM	(**) JB-17050D09	Job payment	98.60	
6/19/2010 1:58:42 PM		Travel fee payment	34.00	
6/19/2010 6:50:46 PM		Job payment	98.60	

<u>DateEntered</u>	<u>Job</u>	<u>Reason</u>	<u>Payment</u>	<u>Credit</u>
	(**) JB-63DA9F01			
6/19/2010 6:50:46 PM		Travel fee payment	34.00	
6/26/2010 9:16:36 AM	(**) JB-83E08E59	Job payment	98.60	
6/26/2010 9:16:36 AM		Travel fee payment	34.00	
6/26/2010 7:39:23 PM	(**) JB-73AA0433	Job payment	25.50	
6/26/2010 7:39:23 PM		Travel fee payment	34.00	
6/26/2010 7:42:57 PM	(**) JB-3AD371E8	Job payment	147.90	
6/29/2010 10:34:19 AM	(**) JB-0AA23F0D	Job payment	98.60	
6/29/2010 10:34:19 AM		Travel fee payment	34.00	
6/29/2010 9:50:55 PM	(**) JB-5581141F	Job payment	98.60	
6/29/2010 9:50:55 PM		Travel fee payment	34.00	
6/30/2010 3:54:54 PM	(**) JB-CF36ACAA	Job payment	197.20	
6/30/2010 3:54:54 PM		Travel fee payment	34.00	
7/1/2010 9:06:56 AM	(**) JB-F9463701	Job payment	147.90	
7/1/2010 9:06:56 AM		Travel fee payment	34.00	
7/2/2010 9:03:36 PM	(**) JB-20040700	Job payment	345.10	
7/2/2010 9:03:36 PM		Travel fee payment	34.00	
7/3/2010 4:21:54 PM	(**) JB-D188F1DE	Job payment	147.90	
7/3/2010 4:21:54 PM		Travel fee payment	34.00	
7/3/2010 4:22:36 PM	(**) JB-471D0DFB	Job payment	12.75	
7/5/2010 2:16:48 PM	(**) JB-F245EFCE	Job payment	147.90	
7/5/2010 2:16:48 PM		Travel fee payment	34.00	
7/8/2010 1:12:04 PM	(**) JB-8CA3547D	Job payment	197.20	
7/8/2010 1:12:04 PM		Travel fee payment	34.00	
7/9/2010 2:13:18 PM	(**) JB-3613EBFC	Job payment	98.60	
7/9/2010 2:13:18 PM		Travel fee payment	34.00	
7/11/2010 11:20:56 AM	(**) JB-B42519BE	Job payment	98.60	
7/11/2010 11:20:56 AM		Travel fee payment	34.00	

Date Entered	Job	Reason	Payment	Credit
7/16/2010 10:43:36 AM	(**) JB-A9664645	Job payment	197.20	
7/16/2010 10:43:36 AM		Travel fee payment	34.00	
7/17/2010 11:40:28 AM	(**) JB-F8D18F19	Job payment	98.60	
7/17/2010 11:40:28 AM		Travel fee payment	34.00	
7/21/2010 11:00:41 AM	(**) JB-D629C5AE	Job payment	147.90	
7/21/2010 11:00:41 AM		Travel fee payment	34.00	
7/22/2010 5:31:43 PM	(**) JB-AE19D907	Job payment	197.20	
7/22/2010 5:31:43 PM		Travel fee payment	34.00	
7/22/2010 5:35:33 PM	(**) JB-E6A8D8D7	Job payment	98.60	
7/22/2010 5:35:33 PM		Travel fee payment	34.00	
7/23/2010 3:03:13 PM	(**) JB-95BD6E6C	Job payment	147.90	
7/23/2010 3:03:13 PM		Travel fee payment	34.00	
7/24/2010 2:42:27 PM	(**) JB-ADB975B0	Job payment	197.20	
7/24/2010 2:42:27 PM		Travel fee payment	34.00	
7/24/2010 6:06:55 PM	(**) JB-BBA59D95	Job payment	147.90	
7/24/2010 6:06:55 PM		Travel fee payment	34.00	
7/28/2010 5:00:21 PM	(**) JB-64DBE4ED	Job payment	197.20	
7/28/2010 5:00:21 PM		Travel fee payment	34.00	
7/29/2010 5:59:48 PM	(**) JB-D553EE11	Job payment	147.90	
7/29/2010 5:59:48 PM		Travel fee payment	34.00	
7/30/2010 11:57:43 AM	(**) JB-E0830B65	Job payment	147.90	
7/30/2010 11:57:43 AM		Travel fee payment	34.00	
7/30/2010 3:18:20 PM	(**) JB-ACADA2CA	Job payment	98.60	
7/30/2010 3:18:20 PM		Travel fee payment	34.00	
7/31/2010 11:35:54 AM	(**) JB-S1739431	Job payment	98.60	
7/31/2010 11:35:54 AM		Travel fee payment	34.00	
7/31/2010 5:33:14 PM	(**) JB-7BF81A45	Job payment	98.60	
7/31/2010 5:33:14 PM		Travel fee payment	34.00	
8/2/2010 3:24:23 PM		Job payment	93.50	

<u>DateEntered</u>	<u>Job</u>	<u>Reason</u>	<u>Payment</u>	<u>Credit</u>
	(**) JB-225360E5			
8/2/2010 3:24:23 PM		Travel fee payment	34.00	
8/3/2010 7:41:25 AM	(**) JB-A2481A40	Job payment	98.60	
8/3/2010 5:30:54 PM	(**) JB-B98D51DA	Job payment	147.90	
8/3/2010 5:30:54 PM		Travel fee payment	34.00	
8/4/2010 8:29:50 PM	(**) JB-9F84C587	Job payment	98.60	
8/4/2010 8:29:50 PM		Travel fee payment	34.00	
8/5/2010 4:19:01 PM	(**) JB-09495ED0	Job payment	98.60	
8/5/2010 4:19:01 PM		Travel fee payment	34.00	
8/6/2010 1:59:01 PM	(**) JB-BD101C47	Job payment	147.90	
8/6/2010 1:59:01 PM		Travel fee payment	34.00	
8/6/2010 1:59:50 PM	(**) JB-564F5E41	Job payment	12.75	
8/9/2010 8:49:18 AM	(**) JB-F60B27A0	Job payment	98.60	
8/9/2010 8:49:18 AM		Travel fee payment	34.00	
8/11/2010 3:37:49 PM	(**) JB-8BF29326	Job payment	147.90	
8/11/2010 3:37:49 PM		Travel fee payment	34.00	
8/12/2010 5:35:10 PM	(**) JB-3E21643C	Job payment	98.60	
8/12/2010 5:35:10 PM		Travel fee payment	34.00	
8/12/2010 9:14:05 PM	(**) JB-7C8C5F8F	Job payment	147.90	
8/12/2010 9:14:05 PM		Travel fee payment	34.00	
8/13/2010 12:54:52 PM	(**) JB-9044AB19	Job payment	98.60	
8/13/2010 12:54:52 PM		Travel fee payment	34.00	
8/14/2010 6:14:11 PM	(**) JB-85342A25	Job payment	98.60	
8/14/2010 6:14:11 PM		Travel fee payment	34.00	
8/16/2010 11:20:36 AM	(**) JB-95CF3DAB	Job payment	197.20	
8/16/2010 11:20:36 AM		Travel fee payment	34.00	
8/17/2010 5:56:51 PM	(**) JB-CE494F3F	Job payment	147.90	
8/17/2010 5:56:51 PM		Travel fee payment	34.00	

Date Entered	Job	Reason	Payment	Credit
8/18/2010 4:24:10 PM	(**) JB-03686BCD	Job payment	98.60	
8/18/2010 4:24:10 PM		Travel fee payment	34.00	
8/19/2010 1:29:18 PM	(**) JB-75F8A4FA	Job payment	147.90	
8/19/2010 1:29:18 PM		Travel fee payment	34.00	
8/19/2010 7:10:47 PM	(**) JB-6B47740F	Job payment	147.90	
8/19/2010 7:10:47 PM		Travel fee payment	34.00	
8/19/2010 7:11:28 PM	(**) JB-1BB4F410	Job payment	98.60	
8/19/2010 7:11:28 PM		Travel fee payment	34.00	
8/21/2010 12:31:56 PM	(**) JB-4B139DB4	Job payment	147.90	
8/21/2010 12:31:56 PM		Travel fee payment	34.00	
8/22/2010 1:57:00 PM	(**) JB-EC76803F	Job payment	98.60	
8/22/2010 1:57:00 PM		Travel fee payment	34.00	
8/22/2010 4:30:45 PM	(**) JB-FF8F41DE	Job payment	98.60	
8/22/2010 4:30:45 PM		Travel fee payment	34.00	
8/23/2010 2:53:12 PM	(**) JB-0A789FA9	Job payment	197.20	
8/23/2010 2:53:12 PM		Travel fee payment	34.00	
8/24/2010 3:24:02 PM	(**) JB-80C5000E	Job payment	98.60	
8/24/2010 3:24:02 PM		Travel fee payment	34.00	
8/26/2010 1:12:20 PM	(**) JB-2EC785B9	Job payment	197.20	
8/26/2010 1:12:20 PM		Travel fee payment	34.00	
8/28/2010 11:28:37 AM	(**) JB-96CE8596	Job payment	197.20	
8/28/2010 11:28:37 AM		Travel fee payment	34.00	
8/28/2010 11:29:57 AM	(**) JB-43AFDDFF	Job payment	98.60	
8/28/2010 11:29:57 AM		Travel fee payment	34.00	
8/29/2010 11:53:42 AM	(**) JB-AB2D8D69	Job payment	147.90	
8/29/2010 11:53:42 AM		Travel fee payment	34.00	
8/29/2010 3:15:42 PM	(**) JB-AFAD7787	Job payment	147.90	
8/29/2010 3:15:42 PM		Travel fee payment	34.00	
8/30/2010 8:10:48 PM		Job payment	98.60	

<u>DateEntered</u>	<u>Job</u>	<u>Reason</u>	<u>Payment</u>	<u>Credit</u>
	(**) <u>JB-75CC00A5</u>			
8/30/2010 8:10:48 PM		Travel fee payment	34.00	
8/30/2010 8:11:27 PM	(**) <u>JB-C5752E4C</u>	Job payment	147.90	
8/30/2010 8:11:27 PM		Travel fee payment	34.00	
8/31/2010 2:13:40 PM	(**) <u>JB-DD40753D</u>	Job payment	246.50	
8/31/2010 2:13:40 PM		Travel fee payment	34.00	
9/3/2010 10:52:15 AM	(**) <u>JB-180F7ABF</u>	Job payment	98.60	
9/3/2010 10:52:15 AM		Travel fee payment	34.00	
9/5/2010 12:14:58 PM	(**) <u>JB-685A51A7</u>	Job payment	147.90	
9/5/2010 12:14:58 PM		Travel fee payment	34.00	
9/6/2010 4:09:24 PM	(**) <u>JB-F2F43997</u>	Job payment	197.20	
9/6/2010 4:09:24 PM		Travel fee payment	34.00	
9/9/2010 2:04:26 PM	(**) <u>JB-E4544BFD</u>	Job payment	98.60	
9/9/2010 2:04:26 PM		Travel fee payment	34.00	
9/12/2010 11:20:03 PM	(**) <u>JB-78C46576</u>	Job payment	98.60	
9/12/2010 11:20:03 PM		Travel fee payment	34.00	
9/13/2010 4:30:50 PM	(**) <u>JB-E234EEA9</u>	Job payment	98.60	
9/13/2010 4:30:50 PM		Travel fee payment	34.00	
9/13/2010 4:32:22 PM	(**) <u>JB-54476008</u>	Job payment	197.20	
9/13/2010 4:32:22 PM		Travel fee payment	34.00	
9/13/2010 4:32:42 PM	(**) <u>JB-A9CCC22B</u>	Job payment	12.75	
9/15/2010 2:19:50 PM	(**) <u>JB-DF071166</u>	Job payment	98.60	
9/15/2010 2:19:50 PM		Travel fee payment	34.00	
9/15/2010 2:20:43 PM	(**) <u>JB-D7A4FDF1</u>	Job payment	93.50	
9/15/2010 2:21:51 PM	(**) <u>JB-C83CC866</u>	Job payment	12.75	
9/16/2010 8:29:49 AM	(**) <u>JB-64CBE24F</u>	Job payment	98.60	
9/16/2010 8:29:49 AM		Travel fee payment	34.00	
9/22/2010 5:33:27 PM		Job payment	147.90	

Date Entered	Job	Reason	Payment	Credit
	(**) JB-22A76C5E			
9/22/2010 5:33:27 PM		Travel fee payment	34.00	
9/22/2010 5:33:59 PM	(**) JB-17E79DA7	Job payment	12.75	
9/27/2010 12:23:41 PM	(**) JB-A3BDA801	Job payment	98.60	
9/27/2010 12:23:41 PM		Travel fee payment	34.00	
9/27/2010 12:23:52 PM	(**) JB-FEEF5E87	Job payment	216.75	
9/28/2010 3:40:18 PM	(**) JB-704A2DBC	Job payment	295.80	
9/28/2010 3:40:18 PM		Travel fee payment	34.00	
10/3/2010 2:30:32 PM	(**) JB-A46EA2BD	Job payment	280.50	
10/3/2010 2:30:32 PM		Travel fee payment	34.00	
10/5/2010 6:36:05 AM	(**) JB-97FEF138	Job payment	147.90	
10/5/2010 6:36:05 AM		Travel fee payment	34.00	
10/6/2010 5:36:24 PM	(**) JB-38BC4828	Job payment	280.50	
10/6/2010 5:37:32 PM	(**) JB-A14CD74B	Job payment	246.50	
10/8/2010 6:36:35 PM	(**) JB-DEA524CA	Job payment	147.90	
10/8/2010 6:36:35 PM		Travel fee payment	34.00	
10/16/2010 1:49:26 PM	(**) JB-4172367B	Job payment	197.20	
10/16/2010 1:49:26 PM		Travel fee payment	34.00	
10/17/2010 1:10:24 PM	(**) JB-58AD6717	Job payment	197.20	
10/17/2010 1:10:24 PM		Travel fee payment	34.00	
10/17/2010 5:49:43 PM	(**) JB-97657DB9	Job payment	98.60	
10/17/2010 5:49:43 PM		Travel fee payment	34.00	
10/21/2010 6:24:55 PM	(**) JB-E7243BBA	Job payment	98.60	
10/21/2010 6:24:55 PM		Travel fee payment	34.00	
10/25/2010 10:04:30 AM	(**) JB-4913CB27	Job payment	98.60	
10/25/2010 10:04:30 AM		Travel fee payment	34.00	
10/25/2010 3:37:34 PM	(**) JB-488C610B	Job payment	98.60	

Date Entered	Job	Reason	Payment	Credit
10/25/2010 3:37:34 PM		Travel fee payment	34.00	
11/1/2010 2:33:53 PM	(**) JB-3A7A2D6D	Job payment	147.90	
11/1/2010 2:33:53 PM		Travel fee payment	34.00	
11/7/2010 6:52:47 PM	(**) JB-409C2731	Job payment	98.60	
11/7/2010 6:52:47 PM		Travel fee payment	34.00	
11/11/2010 3:11:39 PM	(**) JB-418AA760	Job payment	98.60	
11/11/2010 3:11:39 PM		Travel fee payment	34.00	
11/18/2010 3:11:04 PM	(**) JB-6AFD2262	Job payment	197.20	
11/18/2010 3:11:04 PM		Travel fee payment	34.00	
11/22/2010 3:28:53 PM	(**) JB-D8089638	Job payment	98.60	
11/22/2010 3:28:53 PM		Travel fee payment	34.00	
11/22/2010 3:29:34 PM	(**) JB-82FA1259	Job payment	12.75	
11/23/2010 6:17:31 PM	JB-66EB6DD3	Job payment	98.60	
11/23/2010 6:17:31 PM		Travel fee payment	34.00	
11/24/2010 4:59:27 PM	(**) JB-79E6D881	Job payment	98.60	
11/24/2010 4:59:27 PM		Travel fee payment	34.00	
11/28/2010 3:18:52 PM	(**) JB-A1DC5ED2	Job payment	98.60	
11/28/2010 3:18:52 PM		Travel fee payment	34.00	
11/30/2010 1:17:50 PM	(**) JB-BCEFF8BF	Job payment	98.60	
11/30/2010 1:17:50 PM		Travel fee payment	34.00	
12/8/2010 6:26:12 PM	(**) JB-AE3F64F0	Job payment	197.20	
12/8/2010 6:26:12 PM		Travel fee payment	34.00	
12/9/2010 7:43:46 AM	(**) JB-0F6E59B8	Job payment	98.60	
12/9/2010 7:43:46 AM		Travel fee payment	34.00	
12/9/2010 1:51:58 PM	(**) JB-C72847C8	Job payment	197.20	
12/9/2010 1:51:58 PM		Travel fee payment	34.00	
12/17/2010 3:27:46 PM	(**) JB-FF0DCAB8	Job payment	98.60	
12/17/2010 3:27:46 PM		Travel fee payment	34.00	
12/18/2010 1:12:43 PM		Job payment	147.90	

Date Entered	Job	Reason	Payment	Credit
	(**) JB-58234A16			
12/18/2010 1:12:43 PM		Travel fee payment	34.00	
12/27/2010 9:43:08 PM	(**) JB-5CA43EF5	Job payment	197.20	
12/27/2010 9:43:08 PM		Travel fee payment	34.00	
12/28/2010 2:51:39 PM	(**) JB-DC30ACB4	Job payment	98.60	
12/28/2010 2:51:39 PM		Travel fee payment	34.00	
12/30/2010 1:58:33 PM	(**) JB-C607789F	Job payment	98.60	
12/30/2010 1:58:33 PM		Travel fee payment	34.00	
12/30/2010 2:01:40 PM	(**) JB-CE65EB5E	Job payment	98.60	
12/30/2010 2:01:40 PM		Travel fee payment	34.00	
1/14/2011 8:48:55 AM	(**) JB-99EE7E11	Job payment	98.60	
1/14/2011 8:48:55 AM		Travel fee payment	34.00	
1/17/2011 9:46:45 AM	(**) JB-33538E75	Job payment	98.60	
1/17/2011 9:46:45 AM		Travel fee payment	34.00	
1/24/2011 4:00:18 PM	(**) JB-1E276C2A	Job payment	147.90	
1/24/2011 4:00:18 PM		Travel fee payment	34.00	
2/24/2011 11:37:09 AM	(**) JB-B06C84D3	Job payment	98.60	
2/24/2011 11:37:09 AM		Travel fee payment	34.00	
2/24/2011 2:30:19 PM	(**) JB-B1B6928E	Job payment	98.60	
2/24/2011 2:30:19 PM		Travel fee payment	34.00	
2/26/2011 6:47:30 PM	(**) JB-45F6D9C3	Job payment	98.60	
2/26/2011 6:47:30 PM		Travel fee payment	34.00	
3/26/2011 6:41:53 PM	(**) JB-14A410F7	Job payment	98.60	
3/26/2011 6:41:53 PM		Travel fee payment	34.00	
3/27/2011 5:31:51 PM	(**) JB-846D114B	Job payment	98.60	
3/27/2011 5:31:51 PM		Travel fee payment	34.00	
3/27/2011 5:36:38 PM	(**) JB-350542BD	Job payment	197.20	
3/27/2011 5:36:38 PM		Travel fee payment	34.00	
4/21/2011 9:06:40 AM		Job payment	98.60	

<u>Date Entered</u>	<u>Job</u>	<u>Reason</u>	<u>Payment</u>	<u>Credit</u>
	(**) JB-C890C327			
4/21/2011 9:06:40 AM		Travel fee payment	34.00	
7/8/2011 3:39:12 PM	(**) JB-DB706136	Job payment	147.90	
7/8/2011 3:39:12 PM		Travel fee payment	34.00	
		Total	2,196.20	0.0

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Orders for from 5/1/2002 to 3/1/2012

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eMove Moving Help - Moving Helper Agreement

AGREEMENT:

You acknowledge and agree to the following terms and conditions when You use the Moving Help MarketPlace. Our responsibilities are specific and limited to the terms of this Agreement. You must read, agree with, and accept all of the terms and conditions contained in this Agreement which are those terms, conditions and definitions expressly set out below

1. Definitions:

A. The following is a non-exhaustive list of definitions that shall apply to the use of this MarketPlace; other definitions are included through out the text:

- "You", "Your", "User", "mover", "moving helper", "service provider" - you, individually, or You for and on behalf of, an entity, organization or corporation, who desires to provide services, such as moving help services and others, to the consuming public;
- "We", "Us", "Our" - eMove, Inc., a Nevada Corporation with a principal place of business in Phoenix, Arizona;
- "Services" - The services that You offer to provide and/or provide to the consuming public;
- "Moving Help MarketPlace" or "MarketPlace": Our MarketPlace located at www.movinghelp.com
- "Customer(s)" - individual who desires to obtain Services;
- "Agreement" - the agreement for use of the Moving Help MarketPlace;

2. Free Sign up and Advertising Acknowledgement; Common Sense and Business Judgment: You acknowledge that We allow You to sign up on the MarketPlace free of charge and allow You to advertise Yourself and Your Services free of charge. You agree to use common sense and good business judgment when using the Moving Help MarketPlace.

3. Modification of Agreement: Once you accept the terms and conditions of this Agreement, You hereby agree and acknowledge that at anytime and in Our sole discretion, We may effectively modify the terms and conditions of this Agreement. The modified terms and conditions shall take effect immediately after posting to the Moving Help MarketPlace, You agree to regularly review the Moving Help MarketPlace for any modified terms and conditions. You agree and consent to any and all modified terms and conditions hereunder. This Agreement may not be modified, amended, and/or changed by You in any manner without the specific written consent of one of Our Officers

4. Other Terms and Conditions: You acknowledge and agree that We have the sole discretion to set forth and post additional terms and conditions for Your use of the MarketPlace at various places throughout the Moving Help MarketPlace. You agree that those additional terms and conditions shall be considered an effective amendment to this Agreement and said terms and conditions shall be incorporated herein.

5. Neutral Venue and Online Clearinghouse: We and Our Moving Help MarketPlace function solely as a neutral venue and online clearinghouse. We are the neutral venue for the connection between You and the Customer. You do not work for Us or represent Us. You agree that We are not your employer. You agree that We only operate a website. We do not provide any endorsement for You or Your Services. You acknowledge and agree that We do not provide the Services and We are not in any way responsible for assisting You in any manner with Your provision of the Services. We cannot and will not guarantee the ability of a Customer to complete payment for any of the provided Services. You acknowledge and agree that any and all communications, correspondence, verbal or written, or any warranties or representations made with regard to the Services are not provided by Us and are specifically and solely between You and the Customer.

6. **Labor Only:** You agree that the MarketPlace is a place where You offer labor services only and that the Services that You provide will only involve labor. You agree that You will not use Your participation in the Marketplace as a means to market or solicit services that involve something other than only labor..

7. **Disputes:** Because we are a neutral venue (as explained above), We are not responsible for resolving any disputes between You and the Customer regarding the Services. All disputes must be resolved between You and the Customer. Therefore, if We are contacted by a Customer who claims to have a dispute with You regarding the Services and they request Your contact information (including but not limited to any of Your provided phone numbers and/or addresses) to settle the dispute, You expressly authorize Us to release Your provided contact information to the Customer and You agree to release Us from any and all liability associated therewith.

8. **Effective Offer and Acceptance for Services:** You agree and acknowledge that when a request for the Services has been submitted to You by a Customer, the Customer has effectively communicated an offer to You to enter into a contract for the Services. Furthermore, if You accept the request, You and the Customer have entered into a contract for the Services.

9. **MarketPlace Fee:** We are the neutral venue for the connection between You and the Customer. When that connection results in a contract between You and the Customer for the Services and then, later payment by the Customer for the Services, You acknowledge and agree that We shall receive, and that We are entitled to receive, a "MarketPlace Fee". Our MarketPlace Fee is NOT an additional charge to the total amount to be paid by the Customer for the Services. Our MarketPlace Fee is calculated as a 15% cut from the total amount paid by the Customer for the Services. We reserve the right to change Our MarketPlace Fee from time to time. Our changes to the MarketPlace Fee are effective immediately after posting the changes on the MarketPlace.

REMEMBER: You agree that Our MarketPlace Fee is not an additional amount to be charged or collected in addition to the total amount charged for the Services.

10. **Payment for Services:** You acknowledge and agree that payment for the provided Services will be made pursuant to the provision of the Payment Authorization Code ("Code") to You by the Customer. Payments for the Services are to be released to You upon Your input of the Code. You acknowledge and agree that We do not have any responsibility for the payment for the Services nor are We responsible for provision of the Code. The Customer is solely responsible for payment for the Services and it is the sole responsibility of the Customer to provide You with the Code. Furthermore, We specifically disclaim any representation or warranty that the Customer will provide You with the Code. We can not and will not guarantee Customer's obligation to provide You with the Code. Finally, You agree and acknowledge that if for whatever reason the Services were not completed or the Customer was not satisfied with the performance of the Services, the Customer may choose not to present the Code to You.

11. **Your Financial Obligation to Us:** By entering the Code you represent and warrant the following: (1) The Customer has voluntarily and knowingly provided You with the Code; (2) The Services have been completed; (3) Your payment for the Services will be the total amount charged for such Services less Our MarketPlace Fee; and (4) You accept and agree to the MarketPlace Fee, and; (5) You have not otherwise violated the terms and conditions of this Agreement.

12. **Additional Services:** If at any time, and for any reason, the scope of the Services has changed in such a manner that in addition to the agreed upon Services, You provide additional Services, and You charge the Customer for those additional Services, You agree to do the following: (1) You will promptly report to Us the additional Services that were provided; (2) You will report to Us the total amounts charged for such Services, and; (3) You agree to remit payment to Us (as an additional MarketPlace Fee) calculated as a 15% cut from the total amount charged by You for those additional Services. Your obligations to report and remit payment to Us under this provision shall be performed no later than ten (10) calendar days from the date that the additional Services were provided.

13. Authorization to credit and debit Your identified account:

You irrevocably and expressly authorize Us to credit any monies to the account that You have identified for Us.

You irrevocably and expressly authorize Us to withhold any monies and/or debit any monies from any account that You have identified to Us for any customer disputes, charge backs, fees, costs, deductions, adjustments and any other amounts owed to Us.

We reserve Our rights to all actions and remedies in connection with any monies owed to Us.

You will indemnify, defend and hold Us harmless for any claims, demands or causes of actions that we take toward any identified account pursuant to this Section.

14. Additional and specific prohibited actions regarding the Moving Help Marketplace

A. Fees and Customers:

You shall NOT:

- Charge to, or in any way attempt to collect from, the Customer, as an additional charge to the total amount agreed upon for the Services or otherwise, Our Marketplace Fee.

B. Our right to Moving Help Marketplace Fees. You shall NOT, and shall NOT cause another person or entity to engage in any conduct, act or behavior, that is intended or designed to circumvent or avoid, in any manner, Our right to a Marketplace Fee.

1. Specifically, You shall NOT do the following:

- Enter into any transaction, letter of intent or memorandum of understanding, written or verbal, formal or informal agreement, with a Customer, that circumvents or avoids Our right to a Marketplace Fee;
- Communicate or correspond, whether by written, verbal, or electronic means, with a Customer, for the purpose of entering into an agreement or transaction that circumvents or avoids Our right to a Marketplace Fee.

C. Prohibited actions regarding Customer Reviews:

You acknowledge and agree that a critical component of the integrity of the Moving Help Marketplace is the ability of Customers to make comments about You and/or Your services (whether positive, neutral or negative) AND for other Customers to read and evaluate those reviews ONLY while on the Moving Help Marketplace and to make voluntary choices based upon those reviews. Therefore, in order to preserve a critical component of the integrity of the Moving Help Marketplace, You agree that You shall NOT:

- Improperly influence, or cause another to, improperly influence in any manner the review of the Customer;
- Post and/or cut and paste and/or copy, in whole or in part, the content of a Customer review from the Moving Help Marketplace to Your own personal or business website, to any other third party web site and/or on any of Your own personal, business or third party marketing/advertising materials regardless of the form;
- Post or attempt to post, in any manner or by any means, a review on Your own Moving Help account or the account of any other moving helper.

D. Prohibited Referral Relationships: You represent and warrant that there is no understanding, agreement or relationship, business or personal, between You and any U-Haul Center personnel and/or U-Haul dealer personnel whereby such personnel refers, to You, U-Haul customers for the purposes of Moving Help services ("referral relationship"). You agree not to communicate or correspond with, whether by written, verbal or electronic means, any U-Haul Center personnel and/or U-Haul dealer personnel, for the purpose of entering into or establishing such a referral relationship.

E. Multiple Accounts: You agree not to create, maintain and/or manage, or be associated directly or indirectly with, or receive payment from, more than one Moving Helper Account/Profile whether or not such additional profiles/accounts were created by You or by others at Your direction.

15. Unpaid Marketplace Fees: If, for any reason, any Marketplace Fees have not been received or in any manner realized by Us on amounts that have been released to You for the Services and any additional Services performed by You ("Unpaid Marketplace Fees"), You agree to pay such Unpaid Marketplace Fees immediately upon receipt of written demand by Us. You also agree to pay any legally appropriate interest charges, attorney fees, and other costs of collection incurred by Us with respect to any Unpaid Marketplace Fees. You also consent and authorize Us to in Our sole discretion make appropriate reports to credit reporting agencies, financial institutions, tax agencies and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution.

16. Moving Helper Profile: You acknowledge that the Moving Help Marketplace exists for the Customer to make a fully informed decision about Your rates, Services offering, policies and procedures. Therefore, You shall fully disclose to every Customer all of Your rates, Services offering, policies and procedures, and any fees that You will charge, including, but not limited to, taxes and/or other miscellaneous charges. However, You hereby acknowledge and agree that We are not obligated to allow You to post any information in Your profile that You may want including but not limited to Your business name, Your phone number and/or any other any information that We reasonably believe may be used to circumvent Our Marketplace Fee or as may otherwise violate this Agreement.

17. Changes & Cancellations: You acknowledge and agree that the Customer is entitled to make changes to, and cancellations of, the Services. If as a result of such changes by Customer, You are unable to perform the Services, You agree to use all reasonable efforts to timely inform the Customer. You agree to hold Us harmless from any claims, cost, expenses, losses, and liabilities resulting from Customer changes or cancellations.

18. Refund Policy: If the Customer presented the Code to You, he/she is not entitled to a refund unless the Customer files an official Better Business Bureau Complaint against you and on that basis the Customer demands a refund or the Customer performs a chargeback or You get the Code prior to performance of the Services.

19. Confidentiality/Non-Disclosure: As a result of the performance of this Agreement, We will disclose to You or You may otherwise learn of or discover, certain and some of Our documents, business practices, object code, source code, management styles, day-to-day business operations, capabilities, systems, current and future strategies, marketing information, financial information, software, technologies, processes, procedures, methods and applications, or other aspects of Our business ("Our Information"). You hereby agree and acknowledge that any and all of Our Information is confidential and shall be Our sole and exclusive intellectual property and proprietary information. You agree to use Our Information only for the specific purposes as allowed by this Agreement. Any disclosure of Our Information to a third party specifically including a competitor is strictly prohibited and will be vigorously challenged in a court of law.

Furthermore, You acknowledge and agree that any breach of this confidentiality/non-disclosure provision shall cause Us irreparable harm and as a result, We will have no adequate remedy at law. Therefore, You acknowledge and agree that We have the right to seek and to obtain injunctive relief for any breach of the confidentiality/non-disclosure provision.

20. Non-Competition: You represent, warrant and covenant that during the term of this Agreement, that You, for yourself, Your heirs, assigns, successors, shareholders, officers, directors, employees, principals, partners, agents, managers and members, shall not engage in, or assist others in, the operation of an internet based moving help marketplace similar to Our "eMove Moving Help Marketplace". Upon termination of this Agreement for any reason by either party, You represent, warrant and covenant that for a period of

one (1) year within the United States and Canada, You, for yourself, Your heirs, assigns, successors, shareholders, officers, directors, employees, principals, partners, agents, managers and members, shall not engage in, or assist others in, the operation of an internet based moving help marketplace similar to Our "eMove Moving Help Marketplace".

You acknowledge and agree that any breach of this non-competition provision shall cause Us irreparable harm and as a result, We will have no adequate remedy at law. Therefore, You acknowledge and agree that We have the right to seek and to obtain injunctive relief for any breach of the non-competition covenant. In the event any part of this provision is determined to be unenforceable by a court of law, the remainder of this provision shall be enforceable to the fullest extent permitted by such court.

Furthermore, You agree that any of the consideration set forth in this Agreement is sufficient for all of your promises under this provision.

21. Right to Reject or Remove Moving Help Affiliate: Because You are charged no "sign up" fee or other initial fee (among other provided consideration to You), to participate in the Moving Help Marketplace, You expressly allow Us to reserve the absolute right to reject Your participation, or remove you from your current participation, in the Moving Help Marketplace at any time and for any reason or for no reason and without prior notice to You. An event that may result in the rejection or removal of Your participation can include but is not limited to: any breach of this Agreement; any circumvention of the Moving Help Marketplace by You or by others at Your direction; any failures to verify Your identification verification information; Your circumvention of the Marketplace Fee; any attempt by You to improperly influence, or cause another to, improperly influence the review of the Customer; any attempt by You to harass, or cause another to harass, or commit inappropriate communications with a Customer and/or a failure to deliver the promised Services on time; any attempt by you to harass, or cause another to harass, or commit inappropriate communications with one of Our representatives; Your failure to make full disclosure on Your Moving Helper Profile as discussed above.

22. Petition for Reinstatement as a Moving Help Affiliate:

Upon Your removal from the Moving Help Marketplace, You may petition for reinstatement to the Marketplace ONLY if Your removal was NOT based upon the following:

- a. Any attempt by You to, or cause another to, improperly influence the review of a Customer;
- b. Any attempt by You to harass, or cause another to harass, or commit inappropriate communications with a Customer;
- c. Any attempt by You to harass, or cause another to harass, or commit inappropriate communications with one of Our representatives; or
- d. Where you have been charged or convicted of a felony and/or misrepresented the same;

We reserve the right to modify this list from time to time and You expressly agree that You are not entitled to any prior notice of any changes.

Your Petition for Reinstatement must include the following:

- a. A written statement as to why You should be reinstated as a Moving Help Affiliate;
- b. Your contact information;

Your Petition shall be reviewed by Moving Help at Our discretion and any determination as to Your reinstatement will be based on Our sole judgment.

Your submission of a Petition does not in any manner guarantee that You will be reinstated and We specifically disclaim any and all representations with respect to such guarantee.

We will contact You as to Our decision to reinstate You. We are not obligated to give You any reason or basis as to Our decision. You understand that any decision as to reinstatement may be a simple, yes or no. All decisions are final.

If the Decision is made to reinstate You, and depending upon the circumstances of Your removal, You may be required to pay a non-refundable reinstatement fee in an amount to be determined by eMove at its sole discretion which fee shall be paid via United States Postal Money Order made payable to eMove Inc. and mailed to:

eMove, Inc.
2727 N. Central Ave.
Phoenix, Arizona 85004

Account re-activation will be completed upon receipt of payment. Any reinstatement does not in any manner modify or change Your obligations as a Moving Helper as described in this Agreement (and/or later modifications thereof) or as described in the Moving Help Marketplace.

23. Taxes: You are responsible for collecting and remitting any and all taxes associated with the transaction for Services.

24. Record Keeping/Audit: We reserve the right to keep all records of any and all transactions and communications regarding the Moving Help Marketplace.

25. Non-Interference: You shall not otherwise interfere, or attempt to interfere, with any of Our other business relationships including those with Our Customers and other Moving Helpers.

26. Identification: You agree to submit to the identification verification process by Accurint ID. The verification of Your identity will NOT include a criminal background check or a credit background check.

27. No Felony Convictions: You represent and warrant that You, and any individuals associated with You who will perform the Services, have not been convicted of a felony. Furthermore, You represent or warrant that there are currently no legal proceedings, criminal, civil or administrative, instituted against You that will prevent You from performing the Services.

28. Protection of Intellectual Property Content: The Moving Help Marketplace contains copyrighted material, inventions, know how, potential patentable business method material, design logos, phrases, names, logos or HTML Code ("Intellectual Property Content") all of which, unless otherwise indicated and/or provided pursuant to a third party license, are Our sole property and We retain all appurtenant rights, interests and title thereto. We also claim ownership rights under the copyright and trademark laws with regard to the "look", "feel", "appearance" and "graphic function" of this Moving Help Marketplace including but not limited to its color combinations, sounds, layouts and designs. You agree and acknowledge that Your use of this Moving Help Marketplace does not confer upon You any license or permission to use Our (or any third party's) Intellectual Property Content. You shall not reproduce, modify, display, sell, or distribute the Intellectual Property Content, or use it in any other way for public or commercial purpose. All other trademarks, service marks and copyrights are held by their rightful owners.

29. Trademark and Domain Name Protection: The Moving Help Marketplace contains trademarks, tradenames, trade dress, service marks, domain names or other indicia of ownership (collectively the "Marks") owned or licensed for use by Us. Unless You have the specific written consent of one of Our Officers, You agree that no right, property, license, permission or interest of any kind in or to the Marks is given or transferred to You, or acquired by You, pursuant to the execution, performance or non-performance of this Agreement or any part thereof. You shall in no way contest or deny the validity of Our right of title to or license of use for the Marks, and You shall not encourage or assist others directly or indirectly to do so during the lifetime of this Agreement and thereafter. You shall not utilize the Marks in any manner that would diminish their value or harm their reputation. You shall not use or register any domain name that is identical to or similar to any of the Marks.

30. No Control of Communication or Information and Content: The Moving Help Marketplace acts as a passive conduit for any and all communication and/or distribution of information. We have no control, editorial or otherwise, over any communication, information, and specifically, over the content of such communication or information. We do not and will not ensure the accuracy or reliability of such communication or information nor will We act as a monitor over the content of such communication for information. However, We do reserve the absolute right to remove or restrict any communication or

information that You may post to the Moving Help Marketplace that is in violation of this Agreement, illegal, threatening, or lewd. You acknowledge and agree that this Moving Help Marketplace acts as a passive conduit for any of Your on line communication or distribution of content or information.

31. Your Information on the Marketplace:

You expressly represent and warrant the following: (1) You are the owner, with all appurtenant rights thereto, of any and all communication, content and/or information that You post on the Marketplace, or; (2) You are the legitimate and rightful grantee of a worldwide, royalty free, perpetual, irrevocable, sub-licensable, non-exclusive license to use, distribute, reproduce and distribute such communication, content and/or information. To only that extent to allow Us to use Your communication, content and/or information and not violate Your rights in the same, You grant to Us a royalty free, perpetual, irrevocable, sub-licensable, non-exclusive license to exercise the copyright, publicity and database rights that You have in Your communication, content and/or information. You further represent and warrant that any and all of Your online communication, content and/or information:

1. Will not violate any federal or state law, regulation, rule, or statute;
2. Will not violate the terms of this Agreement;
3. Will not infringe any third party's intellectual property rights including but not limited to copyright, patent or trademark rights;
4. Will not contain obscene, lewd, or suggestive content and under no circumstances will it contain child pornography;
5. Will not be libelous, threatening, harassing or defamatory;
6. Will not contain any computer hardware or software, viruses, trojan horses, worms, or any other computer programming that may interfere with the operation of Our Marketplace, operation of any of Our systems and or create or impose a large burden or load on Our Marketplace;
7. Will not scan or test the vulnerability or security of Our Marketplace or the system within which it operates;
8. Will not be used for commercial or public purposes outside of the requirements of this Agreement;
9. Will not create liability for Us in any manner whatsoever;
10. Will not frame or link to Our Marketplace without Our written permission;
11. Will not involve the upload, or insertion of, any programming language or code into or onto, Our Marketplace, including but not limited to any Moving Helper profiles.

You agree to use common sense and good judgment when conducting or posting any online communication or distribution of information. You assume legal responsibility for all damages incurred as a result of any of Your online communication or distribution of information.

32. Copyright Infringement Policy: Pursuant to 17 United States Code 512(c)(2) ("Digital Millennium Copyright Act of 1998"), Our designated agent for notice of alleged copyright infringement appearing on our Marketplace is:

Legal Dept.
eMove, Inc.
2727 N. Central Ave.
Phoenix, Arizona 85004
Phone: (602) 263-6811
Fax: (602) 277-5812

You need to fulfill the requirements specified in Title II of the Digital Millennium Copyright Act of 1998 to file a notice of infringement. The text of this statute can be found at the U.S. Copyright Office web site, <http://www.copyright.gov/copyright/>.

33. Release/Waiver of Liability: You expressly acknowledge and agree that the transaction and any resulting provision of Services are solely between You and the Customer. Therefore, You hereby waive and release Us and Our officers, directors, agents, representatives and employees and Our parent corporations and their officers, directors, agents, representatives and employees, and each of them, from any such claims, liabilities, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with any dispute between You and a Customer. If You are a California resident, You expressly waive California Civil Code § 1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

34. Liability Limit:

Some States do not allow the exclusion or limitation of incidental or consequential damages, so the below limitation or exclusion may not apply to You.

IN NO EVENT SHALL WE BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITE OR THIS AGREEMENT.

OUR LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES RECEIVED BY US FOR YOUR MOVING HELP TRANSACTIONS, OR (B) \$100.00.

35. Arbitration/Venue/Governing Law:

BOTH PARTIES EXPRESSLY AGREE THAT THE BELOW MENTIONED MANDATORY AND BINDING ARBITRATION OBLIGATIONS SHALL NOT APPLY TO SMALL CLAIMS COURT ACTIONS NOR SHALL IT APPLY TO THE PURSUIT OF EQUITABLE RELIEF SPECIFICALLY INCLUDING INJUNCTIVE RELIEF NECESSARY FOR THE PROTECTION AGAINST THE DISCLOSURE OF OUR CONFIDENTIAL INFORMATION, INFRINGEMENT OF OUR INTELLECTUAL PROPERTY, PROHIBITED ACCESS TO (OR ATTEMPTS TO ACCESS) THE MARKETPLACE, FRAUD COMMITTED AGAINST THE MARKETPLACE AND ANY PROHIBITED USE OF CUSTOMER REVIEWS.

Except as set forth above, both parties agree that any dispute, legal controversy, legal action or legal claim (collectively "Action") arising out of or relating to Our Marketplace or this Agreement shall be settled by mandatory and binding arbitration. The arbitration shall be conducted by one (1) independent arbitrator familiar with the online/e-commerce industry, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitrator shall be selected by the joint agreement of the parties, but if they do not so agree, the selection shall be made by AAA pursuant to the AAA Commercial Arbitration Rules. The findings of the arbitrator may not change the express terms of this Agreement and shall be consistent with the arbitrator's understanding of the findings a court of proper jurisdiction would make in applying the applicable law to the facts underlying the dispute. This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator shall be binding. The arbitrator shall at no time make an award of punitive damages and the parties hereby waive the right to recover punitive damages. Each party shall pay its own expenses of arbitration and the expense of the arbitrator shall be shared equally. Any such Action shall be arbitrated on an individual person or entity basis, and shall not be consolidated in any arbitration with any claim or action or controversy of any other party or otherwise proceed on an individual (non-class, non-representative) basis. Should either party file any Action contrary to this provision, the other party may recover reasonable attorney fees and reasonable costs.

EACH PARTY EXPRESSLY AGREES THAT THE COURTS IN MARICOPA COUNTY, PHOENIX, ARIZONA SHALL HAVE EXCLUSIVE JURISDICTION OVER THE PURSUIT OF EQUITABLE RELIEF SPECIFICALLY INCLUDING INJUNCTIVE RELIEF HEREUNDER AND EXCLUSIVE JURISDICTION OVER THE MANDATORY AND BINDING ARBITRATION OF AN ACTION HEREUNDER. FURTHERMORE, EACH PARTY AGREES THAT THIS AGREEMENT AND THIS PROVISION AND SPECIFICALLY THE RIGHTS TO EQUITABLE RELIEF INCLUDING INJUNCTIVE RELIEF AND MANDATORY AND BINDING ARBITRATION SHALL BE GOVERNED BY, AND INTERPRETED IN

ACCORDANCE WITH, THE LAWS OF THE STATE OF ARIZONA WITHOUT REFERENCE TO CHOICE OF LAW RULES.

EACH PARTY EXPRESSLY AGREES THAT BY ENTERING INTO THIS AGREEMENT THAT EACH PARTY IS DOING BUSINESS IN ARIZONA AND EACH PARTY WAIVES ANY OBJECTION TO PERSONAL JURISDICTION IN ARIZONA.

EACH PARTY ACKNOWLEDGES THAT EMOVE, INC. HAS ITS PRIMARY BUSINESS OPERATIONS IN PHOENIX, ARIZONA, THAT THE EMOVE, INC. EMPLOYEES ARE IN PHOENIX ARIZONA AND THAT EMOVE, INC AND ITS MOVING HELP.COM SERVERS AND CORPORATE RECORDS ARE IN PHOENIX, ARIZONA. THEREFORE, EACH PARTY EXPRESSLY AGREES THAT MARICOPA COUNTY, PHOENIX, ARIZONA, IS THE MOST CONVENIENT FORUM FOR ANY CLAIM, DISPUTE OR ACTION BETWEEN EACH PARTY ARISING UNDER THIS AGREEMENT.

36. Indemnification: You shall indemnify, defend and hold harmless, Us, Our directors, officers, agents, representatives and employees and Our parent corporations and their directors, officers, agents, representatives and employees, and each of them, from and against any and all claims, demands, causes of action, costs, damages, expenses, losses and liabilities (including reasonable attorney fees), incurred or to be incurred, arising out of or resulting from: the performance or non-performance of the Services undertaken to be performed directly or indirectly hereunder; Your negligent or intentional acts or omissions; any breach of this Agreement; the conduct of Your business; Your violation of and federal or state law, rule or regulation; or Your violation of any third party rights specifically including any third party intellectual property rights.

37. Qualification for Use of Our MarketPlace: In order to qualify to use Our MarketPlace, You must be able to enter into a legally binding contract under applicable law. You represent and warrant that You have the authority to enter into a legally binding contract on behalf of yourself, and/or on behalf of the group, entity, organization, or corporation that You represent. Our MarketPlace is not intended or provided for use by minors (persons under the age of eighteen). Our MarketPlace is also not intended to be accessed or used by a suspended or terminated Moving Help MarketPlace member.

38. Termination: We have the right to terminate this Agreement or the operation of the Moving Help MarketPlace at any time with or without cause and without any notice to You.

39. Our relationship with You: You hereby agree and acknowledge that Your execution of this Agreement, Your provision of the Services and/or Your use of the Moving Help MarketPlace, does not confer or imply any contractor (independent or otherwise), agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship with Us and furthermore that no affiliation, association or connection exists between You and Us.

40. Assignment: This Agreement may be assigned and transferred by Us to a third party at anytime and without notice to You. This Agreement may NOT be assigned by You. Any attempted assignment by You is void.

41. Amendment: No alteration or amendment of this Agreement, or waiver of any of its provisions shall be binding upon either party hereto unless the same be agreed to in writing by one of Our Officers.

42. Survival: The following provisions of this Agreement shall survive any termination of this Agreement or any termination of Your participation in the Moving Help MarketPlace:

5, 7, 9, 12, 13, 14, 15, 19, 20, 28, 29, 33, 34, 35, 36

43. Severability: Each provision of this Agreement is intended to be severable. If any term, covenant, condition, or other provision herein is unlawful, invalid or unenforceable for any reason whatsoever, and such illegality, invalidity or unenforceability does not affect the remaining parts of this Agreement, then all such remaining parts hereof shall be valid and enforceable and have full force and effect as though the invalid or unenforceable provisions had not been included. A waiver of any part of or performance under this Agreement shall not constitute a waiver of the whole.

44. Headings: The headings contained in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

45. Integration: This Agreement supersedes any and all prior discussions and agreements and the parties in this Agreement to the extent set forth herein contains the sole, final and complete expression and understanding between the parties hereto with respect to the transactions contemplated hereby.

46. No Third Party Beneficiaries: No person other than the parties hereto, shall have any rights or claims under this Agreement.

47. Compliance with Laws: You agree that it is Your sole obligation to comply with all laws, rules, statutes and regulations that may apply to You or Your Services including any and all state and federal licensing requirements.

48. Your Security Practices With Regard to Customer Information: You agree to immediately implement (if You have not done so already) and maintain commercially reasonable security procedures and practices to protect Customer information from unauthorized access, destruction, use, modification or disclosure.

Moving Help

[Home](#) | [Orders](#) | [Helpers](#) | [Reports](#) | [Admin](#)

United Stand Moving

Inactive- Based out of Myrtle Beach , SC

[Profile](#) | [Contacts](#) | [Services](#) | [Availability](#) | [Coverage](#) | [Ratings](#) | [Schedule](#) | [Notes](#) | [Reports](#) | [Photos](#) | [Files](#)

Performance

Criteria	Performance	Points
Average of last 10 reviews	★★★★★ 4.5 stars	4.4500
Percent Completed Last 25 jobs	18 out of 25 - 72%	1
No show jobs Last 90 days	0 job(s)	1
Percent SP Cancelled Last 25 jobs	6 out of 25 - 24.0 %	0
Total completed jobs this year	0 job(s)	
Total Points:		6.4500

Ratings

Active	Date	Service	Rating	Comment/Reply	Reply								
	3/28/2011	Load/Unload 4 hours	★★★★★ <table border="1"> <tr><td>Communication</td><td>10</td></tr> <tr><td>Professionalism</td><td>10</td></tr> <tr><td>Appearance</td><td>8</td></tr> <tr><td>Service</td><td>10</td></tr> </table>	Communication	10	Professionalism	10	Appearance	8	Service	10	<u>teresa c.</u> - these guys were hard working and did a great job even though the weather was bad. thanks so much	 3/28/2011 United Stand Moving: Thank you terry for your positive feedback it was a pleasure to work for such people god bless
Communication	10												
Professionalism	10												
Appearance	8												
Service	10												
	3/13/2011	Load/Unload 2 hours	★★★★★ <table border="1"> <tr><td>Communication</td><td>6</td></tr> <tr><td>Professionalism</td><td>8</td></tr> <tr><td>Appearance</td><td>8</td></tr> <tr><td>Service</td><td>10</td></tr> </table>	Communication	6	Professionalism	8	Appearance	8	Service	10	<u>Lynn F.</u> - We would recommend these guys, good job.	
Communication	6												
Professionalism	8												
Appearance	8												
Service	10												
	2/24/2011	Load/Unload 2 hours	★★★★★ <table border="1"> <tr><td>Communication</td><td>10</td></tr> <tr><td>Professionalism</td><td>10</td></tr> <tr><td>Appearance</td><td>10</td></tr> </table>	Communication	10	Professionalism	10	Appearance	10	<u>Jessica B.</u> - This was my second time hiring United Stand Moving. I knew that I would receive excellent service and I wasn't disappointed. Shawn and Jamie were very			
Communication	10												
Professionalism	10												
Appearance	10												

			Service	10	helpful, polite, and quick. Great Job!!	
☺	2/16/2011	Load/Unload 0 hours	★★★★★	Communication 10 Professionalism 10	Kelley C.- even though it was canceled the mover company was very helpful and super nice!!!! A+++++ Thanks! :)	
☺	1/28/2011	Load/Unload 3 hours	★★★★★	Communication 2 Professionalism 6 Appearance 6 Service 4	Michelle T.- I had to contact them. They worked hard but got sloppy at the end. Several things were broken. They paid me for broken piece on washer that day, but other things were not noticed until we arrived :(	
☺	1/17/2011	Load/Unload 2 hours	★★★★★	Communication 10 Professionalism 10 Appearance 10 Service 10	Pennington V.- Excellent!! These guys were fantastic, some of the best moving help I've EVER had. Great guys to do business with.	☺ 1/17/2011 United Stand Moving Thank you pennington for giving us some positive feedback it was a pleasure to work for you we hope all goes well in your new home and at your new job. sincerely, united stand moving.
☺	1/13/2011	Load/Unload 2 hours	★★★★★	Communication 10 Professionalism 10 Appearance 10 Service 10	Dennis W.- Sean and Mark were great. Had to reschedule because of snow storm up north, no problem. Helped me return moving truck. Not whiny, but good, hard workers and very courteous. Would easily recommend!	☺ 1/20/2011 United Stand Moving: Dennis congrats. On your retirement we wish u the best thanks for the feedback good luck on the golf course. Sincerely, united stand moving.
☺	1/6/2011	Load/Unload 2 hours	★★★★★	Communication 6 Professionalism 6 Appearance 10 Service 10	Bonnie C.- The guys were great! They kept as it until everything was finished!	
☺	12/29/2010	Load/Unload 2 hours	★★★★★	Communication 10 Professionalism 10 Appearance 10 Service 10	matt m.- Mark, Sean and their other helper were great, This is the second time we have used them and they were on time, polite, careful of our things and professional. Thanks again guys.	
☺	12/20/2010	Load/Unload 4 hours	★★★★★	Communication 10 Professionalism 10 Appearance 10 Service 10	Lynn W.- The two guides soars were posed! There are caughts and used.	
☺	12/17/2010	Load/Unload 0 hours	★★★★★	Communication 10	Debra E.- totally professional, will use again if needed	

			Professionalism 8	
12/13/2010	Load/Unload 0 hours	***** Communication 2 Professionalism 2	Richard D.- Mover was booked, but never showed up	12/14/2010 United Stand Moving: We recived a call from customer stating he was flexible and wanted it done two days from what we were scheduled for then next day called and wanted to change again to same hr ? How is this no show???
12/12/2010	Load/Unload 4 hours	***** Communication 2 Professionalism 2 Appearance 2 Service 2	Lori P.- They were lifesavers!! It was short notice and they were able to accomodate us. The furniture was handled with care and wrapped very well.	
12/11/2010	Load/Unload 3 hours	***** Communication 10 Professionalism 10 Appearance 10 Service 10	Dale H.- Shawn and Josh were excellent-on time and hard working-good attitude-worked fast	
12/1/2010	Load/Unload 1 hours	***** Communication 2 Professionalism 4 Appearance 4 Service 4	Reveann G.- The Moving Helper was average at best. I've tried typing a detailed response several times, but this space is not large enough to document my experience. I would not use Moving Helper again.	
11/23/2010	Load/Unload 2 hours	***** Communication 8 Professionalism 10 Appearance 8 Service 8	JAMIE M.- I was very pleased with United Stand Moving Company. They showed up on time & completed my move FROM the 3rd floor in two hours. Very impressive. Very polite and stayed on task. Highly recommended	
11/18/2010	Load/Unload 4 hours	***** Communication 10 Professionalism 10 Appearance 10 Service 10	Ashleigh R.- Sean and Josh did a fantastic job! They managed to get everything on the truck, while taking great care of our belongings. I would recommend this company to anyone needing loading or unloading help.	
11/12/2010	Load/Unload 2 hours	***** Communication 10 Professionalism 10 Appearance 10 Service 10	JAMES C.- the guys were respectful of our belongings and moved everything efficiently. I would recommend them to anyone!	
11/3/2010				

		Load/Unload 6 hours	★★★★★ <table border="1"> <tr><td>Communication</td><td>10</td></tr> <tr><td>Professionalism</td><td>10</td></tr> <tr><td>Appearance</td><td>8</td></tr> <tr><td>Service</td><td>8</td></tr> </table>	Communication	10	Professionalism	10	Appearance	8	Service	8	<u>Randy H.</u> - Only Issue was they were 2 hours late arriving. Scheduled at 8:00am and arrived at 10:00am.	☺ 11/3/2010 United Stand Moving: Thank you randy for the feedback we apoligze for the error on the order form. We hope all is well and wish u and your family the best in your new home. Sincerely, United Stand Moving.
Communication	10												
Professionalism	10												
Appearance	8												
Service	8												
☺	10/27/2010	Load/Unload 2 hours	★★★★★ <table border="1"> <tr><td>Communication</td><td>10</td></tr> <tr><td>Professionalism</td><td>10</td></tr> <tr><td>Appearance</td><td>10</td></tr> <tr><td>Service</td><td>10</td></tr> </table>	Communication	10	Professionalism	10	Appearance	10	Service	10	<u>Larry T S.</u> - People were courteous and did a good job. Would definitely hire them again.	
Communication	10												
Professionalism	10												
Appearance	10												
Service	10												
☺	10/16/2010	Load/Unload 4 hours	★★★★★ <table border="1"> <tr><td>Communication</td><td>10</td></tr> <tr><td>Professionalism</td><td>10</td></tr> <tr><td>Appearance</td><td>10</td></tr> <tr><td>Service</td><td>10</td></tr> </table>	Communication	10	Professionalism	10	Appearance	10	Service	10	<u>Allison C.</u> - United stand has moved us twice, and will move us for any move in the future. They are friendly, respectful and everything you want movers to be. We highly recommend them.	
Communication	10												
Professionalism	10												
Appearance	10												
Service	10												
☺	10/7/2010	Load/Unload 0 hours	★★★★★ <table border="1"> <tr><td>Communication</td><td>10</td></tr> <tr><td>Professionalism</td><td>6</td></tr> </table>	Communication	10	Professionalism	6	<u>Angela J.</u> - Also not able to use this company due them being "too far away" but still showed up on my zip code search.	☺ 10/14/2010 United Stand Moving: we appoligize angela we did call u right away to explain that we were in washington d.c. at the time and would have to change date. We hope everything worked out. Sincerely, United Stand Moving.				
Communication	10												
Professionalism	6												
☺	10/1/2010	Load/Unload 2 hours	★★★★★ <table border="1"> <tr><td>Communication</td><td>10</td></tr> <tr><td>Professionalism</td><td>10</td></tr> <tr><td>Appearance</td><td>10</td></tr> <tr><td>Service</td><td>10</td></tr> </table>	Communication	10	Professionalism	10	Appearance	10	Service	10	<u>Jim M.</u> - They were very friendly and accomodating, did an absolute excellent job of packing the truck which arrived with no detecible shifting, I highly recommend them a marked contrast to usual MB services.	☺ 11/17/2010 United Stand Moving: Thank you Jim for the positive feedback it means allot. We take great pride in what we do and appriciate the positive review. your great attitude and kindness made this move a very positive experience
Communication	10												
Professionalism	10												
Appearance	10												
Service	10												
☺	9/25/2010	Driving Help 10 miles	★★★★★ <table border="1"> <tr><td>Communication</td><td>10</td></tr> <tr><td>Professionalism</td><td>10</td></tr> <tr><td>Appearance</td><td>10</td></tr> <tr><td>Service</td><td>10</td></tr> </table>	Communication	10	Professionalism	10	Appearance	10	Service	10	<u>Barbara P.</u> - Very nice and capable of doing there job	
Communication	10												
Professionalism	10												
Appearance	10												
Service	10												
☺	9/25/2010	Load/Unload 3 hours	★★★★★ <table border="1"> <tr><td>Communication</td><td>10</td></tr> <tr><td>Professionalism</td><td>10</td></tr> <tr><td>Appearance</td><td>10</td></tr> </table>	Communication	10	Professionalism	10	Appearance	10	<u>Barbara P.</u> - Very nice and easy to work with. They did there job very well as far as placement of boxes and furniture. Excellent			
Communication	10												
Professionalism	10												
Appearance	10												

			Service	10		
☺	9/21/2010	Load/Unload 4 hours	★★★★★	Communication 10 Professionalism 10 Appearance 10 Service 10	Andrea P.- The two guys, who help me to loaded the truck; they do a perfect and professional job, they didn't broke anything both of them was very carefull with all my stuff. I recomend in full, to my friends!	
☺	9/20/2010	Load/Unload 0 hours	★★★★★	Communication 2 Professionalism 2	Kim K.- Couldn't get a hold of this company. As well as they didn't call us. Moving Help couldn't get a hold of them either.	
☺	9/16/2010	Driving Help 8 miles	★★★★★	Communication 10 Professionalism 10 Appearance 10 Service 10	Sally Y.- great job	
☺	9/16/2010	Pack/Unpack 1 hours	★★★★★	Communication 10 Professionalism 10 Appearance 10 Service 10	Sally Y.- excellent	
☺	9/16/2010	Load/Unload 4 hours	★★★★★	Communication 10 Professionalism 10 Appearance 10 Service 10	Sally Y.- Very professional and helpfull	
☺	9/10/2010	Load/Unload 2 hours	★★★★★	Communication 10 Professionalism 10 Appearance 10 Service 10	Patricia W.- We felt the loaders were quick, clean, polite and professional. We would recommend them to anyone who needs help moving.	
☺	9/8/2010	Load/Unload 0 hours	★★★★★	Communication 10 Professionalism 10	M P F.- mover had unexpected family emergency - but was apologetic and helped us book another crew.	
☺	8/27/2010	Load/Unload 3 hours	★★★★★	Communication 6 Professionalism 10 Appearance 10 Service 10	Janna L L.- Would use the service again.	☺ 8/27/2010 United Stand Moving: Thank you Janna for the positive feedback hope all is well Sincerely UNITED STAND MOVING.
☺	8/26/2010	Load/Unload 3 hours	★★★★★	Communication 10	Lisa M.- The guys were Awesome, very professional, courteous and	☺ 8/28/2010 United Stand Moving:

			<table><tr><td>Professionalism</td><td>10</td></tr><tr><td>Appearance</td><td>10</td></tr><tr><td>Service</td><td>10</td></tr></table>	Professionalism	10	Appearance	10	Service	10	friendly. They did an excellent job, worked at a fast pace and treated our belongings as if they were moving their own furniture.	Thank you so much lisa for your positive feedback. We wish you the best in your new location. Sincerely UNITED STAND MOVING		
Professionalism	10												
Appearance	10												
Service	10												
☺	8/24/2010	Load/Unload 4 hours	★★★★★ <table><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>8</td></tr><tr><td>Appearance</td><td>8</td></tr><tr><td>Service</td><td>10</td></tr></table>	Communication	10	Professionalism	8	Appearance	8	Service	10	Erika R.- Fast and courteous! A pleasure to work with!	
Communication	10												
Professionalism	8												
Appearance	8												
Service	10												
☺	8/23/2010	Load/Unload 3 hours	★★★★★ <table><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>10</td></tr><tr><td>Appearance</td><td>10</td></tr><tr><td>Service</td><td>10</td></tr></table>	Communication	10	Professionalism	10	Appearance	10	Service	10	william r.- Hard working & polite!	☺ 8/23/2010 United Stand Moving: Thank you william for your kind words it was a pleasure to work for such nice people. We wish u the best. Sincerely UNITED STAND MOVING
Communication	10												
Professionalism	10												
Appearance	10												
Service	10												
☺	8/23/2010	Load/Unload 2 hours	★★★★★ <table><tr><td>Communication</td><td>6</td></tr><tr><td>Professionalism</td><td>10</td></tr><tr><td>Appearance</td><td>6</td></tr><tr><td>Service</td><td>10</td></tr></table>	Communication	6	Professionalism	10	Appearance	6	Service	10	Erin W.- Great pair of guys. Did a excellent job.	
Communication	6												
Professionalism	10												
Appearance	6												
Service	10												
☺	8/20/2010	Load/Unload 1 hours	★★★★★ <table><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>10</td></tr><tr><td>Appearance</td><td>10</td></tr><tr><td>Service</td><td>10</td></tr></table>	Communication	10	Professionalism	10	Appearance	10	Service	10	xavier s.- Good guys did everything that I asked and needed!	
Communication	10												
Professionalism	10												
Appearance	10												
Service	10												
☺	8/19/2010	Load/Unload 1 hours	★★★★★ <table><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>10</td></tr><tr><td>Appearance</td><td>10</td></tr><tr><td>Service</td><td>10</td></tr></table>	Communication	10	Professionalism	10	Appearance	10	Service	10	Spring H.- Fast, kind, patient and STRONG. These two, CJ and Tyrone are a great team. Good job packing the truck and advised correctly what and how to load.	
Communication	10												
Professionalism	10												
Appearance	10												
Service	10												
☺	8/14/2010	Load/Unload 2 hours	★★★★★ <table><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>10</td></tr><tr><td>Appearance</td><td>10</td></tr><tr><td>Service</td><td>10</td></tr></table>	Communication	10	Professionalism	10	Appearance	10	Service	10	Betty S.- Sean and his helper were great. Helpful, courteous, willing to do what was needed to get the job done. Excellent experience. I would Use them again to help us.	
Communication	10												
Professionalism	10												
Appearance	10												
Service	10												
☺	8/2/2010	Load/Unload 2 hours	★★★★★ <table><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>10</td></tr><tr><td>Appearance</td><td>10</td></tr><tr><td>Service</td><td>10</td></tr></table>	Communication	10	Professionalism	10	Appearance	10	Service	10	Barbara P.- Movers were great. It was pouring rain when they arrived...they waited for the rain to stop and moved everything in quickly. Excellent!	
Communication	10												
Professionalism	10												
Appearance	10												
Service	10												

7/30/2010	Load/Unload 3 hours	★★★★★ Communication 10 Professionalism 10 Appearance 10 Service 10	<u>Joshua A.</u> - These guys were awesome! They unloaded our 26 foot moving truck in less than three hours, and were so careful with our furniture! They made this move a very positive experience!
7/26/2010	Load/Unload 4 hours	★★★★★ Communication 10 Professionalism 10 Appearance 8 Service 10	<u>Geoff W.</u> - Very helpful and positive attitudes, they said my stuff would fit in the truck and they made it happen!
7/25/2010	Load/Unload 3 hours	★★★★★ Communication 10 Professionalism 10 Appearance 8 Service 10	<u>Briana B.</u> - They worked very hard and were extremely nice. Definitely worth what I paid. I would recommend them to anyone.
7/24/2010	Load/Unload 6 hours	★★★★★ Communication 10 Professionalism 10 Appearance 10 Service 10	<u>Raymond L.</u> - United Stand Moving was absolutely fantastic. Arrived on time and did the job quickly and efficiently. I would recommend them to anyone in need of some much needed moving help. The guys were great!
7/23/2010	Load/Unload 7 hours	★★★★★ Communication 8 Professionalism 10 Appearance 10 Service 10	<u>Blorn M.</u> - They were both very polite and did a great job! Price was extremely reasonable. Very hard workers. Would highly recommend these guys!
7/17/2010	Load/Unload 1 hours	★★★★★ Communication 10 Professionalism 10 Appearance 10 Service 10	<u>Paul G.</u> - Very good, no complaints... Highly recommended
7/7/2010	Load/Unload 3 hours	★★★★★ Communication 10 Professionalism 10 Appearance 10 Service 10	<u>Fred S.</u> - Everything went very smoothly. They arrived at the specified time and got right to work.
7/7/2010	Load/Unload 4 hours	★★★★★ Communication 10 Professionalism 10 Appearance 10 Service 8	<u>Ramesh B.</u> - It was a great service provided by Sean and his team. Very professional and very diligent about what they do. Would definitely recommend them.

☺	7/5/2010	Load/Unload 3 hours	★★★★★ Communication 8 Professionalism 8 Appearance 10 Service 10	Dylan W.- Things didn't go as planned, and they got there late, but they more than made up for it. Very fast, friendly, and flexible when got a bit derailed. Highly recommended.	
☺	7/5/2010	Driving Help 15 miles	★★★★★ Communication 10 Professionalism 10 Appearance 10 Service 10	Dylan W.- Short trip across town. They did just fine.	
☺	7/4/2010	Load/Unload 2 hours	★★★★★ Communication 10 Professionalism 10 Appearance 10 Service 10	Jeff F.- They arrived on time and worked quickly. Finished in less than 2 hours and offered to help me assemble furniture and clean. Very pleased with the professionalism and speed.	
☺	7/3/2010	Load/Unload 7 hours	★★★★★ Communication 10 Professionalism 10 Appearance 10 Service 10	Lawrence S.- Sean and David were great. They took care moving our belongings and went above and beyond in good service by placing our things just where we wanted them in our new home. We are very pleased.	
☺	6/30/2010	Load/Unload 2 hours	★★★★★ Communication 4 Professionalism 4 Appearance 6 Service 4	Jennie d.- The crew arrived promptly and started off well. They did a good job but were much slower than other movers that we have had in the past.	☺ 6/30/2010 United Stand Moving: In my entire professional career I have never dealt with a person so difficult and deceiving. The customer lied about size of move. We did a terrific job this review is entirely un true.
☺	6/26/2010	Load/Unload 2 hours	★★★★★ Communication 8 Professionalism 8 Appearance 10 Service 8	Stephen A.- They were on-time and unloaded a 17' UHaul. Had a sofa with two recliners that was very heavy. It received some minor wear and tear getting in the door. Overall, had a very good unload.	
☺	6/21/2010	Load/Unload 1 hours	★★★★★ Communication 10 Professionalism 10 Appearance 10 Service 10	Matt E.- great all around...would recommend to anyone	☺ 6/23/2010 United Stand Moving: It was a pleasure to work for such nice people. We wish you and your family the best. Sincerely, United Stand Moving.
☺	6/20/2010	Load/Unload 2 hours	★★★★★ Communication 10 Professionalism 10	Karleen M.- These guys were great! They worked hard and quickly even in the Charleston SC	☺ 6/23/2010 United Stand Moving: Thank you karleen for the positive feedback we wish u

			<table><tr><td>Appearance</td><td>10</td></tr><tr><td>Service</td><td>10</td></tr></table>	Appearance	10	Service	10	heat. I would highly recommend them to anyone!!	the best in your new home. Sincerely, United Stand Moving			
Appearance	10											
Service	10											
5/30/2010	Load/Unload 3 hours	★★★★★ <table><tr><td>Communication</td><td>6</td></tr><tr><td>Professionalism</td><td>8</td></tr><tr><td>Appearance</td><td>10</td></tr><tr><td>Service</td><td>10</td></tr></table>	Communication	6	Professionalism	8	Appearance	10	Service	10	Jen B.- Outstanding service once we were in contact with them. Professional, courteous, and extremely efficient. Will definitely use their service again.	
Communication	6											
Professionalism	8											
Appearance	10											
Service	10											
5/20/2010	Load/Unload 4 hours	★★★★★ <table><tr><td>Communication</td><td>6</td></tr><tr><td>Professionalism</td><td>8</td></tr><tr><td>Appearance</td><td>6</td></tr><tr><td>Service</td><td>8</td></tr></table>	Communication	6	Professionalism	8	Appearance	6	Service	8	Chris S.- for the most part they did a very good job. only negatives were communication was a challenge and they were late getting here. they worked hard and took care not to harm walls and furniture.	
Communication	6											
Professionalism	8											
Appearance	6											
Service	8											
5/3/2010	Load/Unload 1 hours	★★★★★ <table><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>10</td></tr><tr><td>Appearance</td><td>10</td></tr><tr><td>Service</td><td>10</td></tr></table>	Communication	10	Professionalism	10	Appearance	10	Service	10	Catherine H.- Great guys, on time and very efficient. Would recommend this service to anyone!	
Communication	10											
Professionalism	10											
Appearance	10											
Service	10											
4/6/2010	Load/Unload 2 hours	★★★★★ <table><tr><td>Communication</td><td>6</td></tr><tr><td>Professionalism</td><td>8</td></tr><tr><td>Appearance</td><td>6</td></tr><tr><td>Service</td><td>8</td></tr></table>	Communication	6	Professionalism	8	Appearance	6	Service	8	Jalane V.- Did a great job	
Communication	6											
Professionalism	8											
Appearance	6											
Service	8											
3/31/2010	Load/Unload 1 hours	★★★★★ <table><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>10</td></tr><tr><td>Appearance</td><td>10</td></tr><tr><td>Service</td><td>10</td></tr></table>	Communication	10	Professionalism	10	Appearance	10	Service	10	Arlene K.- They were the most polite, upbeat, friendly gentlemen who really move fast!!!! Highly recommend them.	
Communication	10											
Professionalism	10											
Appearance	10											
Service	10											
3/17/2010	Load/Unload 0 hours	★★★★★ <table><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>10</td></tr></table>	Communication	10	Professionalism	10	Arlene K.- Although it was necessary that I cancel the United Stand Moving help, I did receive a quick refund. I certainly will use them in the event circumstances change for me, and I do move.					
Communication	10											
Professionalism	10											
3/16/2010	Load/Unload 0 hours	★★★★★ <table><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>10</td></tr></table>	Communication	10	Professionalism	10	wenku x.- they do good jobs					
Communication	10											
Professionalism	10											
3/5/2010	Load/Unload 0 hours	★★★★★ <table><tr><td>Communication</td><td>4</td></tr><tr><td>Professionalism</td><td>6</td></tr></table>	Communication	4	Professionalism	6	Roxane R.- I called to confirm that they would be there & to set up a time.. the guy was very nice, he was mean about it but told me they couldnt do the job & they were double booked by moving help & apologized	3/5/2010 United Stand Moving: We are very sorry we could not accomadate your needs we had a job that was scheduled prior for the same time frame. We cant				
Communication	4											
Professionalism	6											

					be in two places at the same time. We apologize and hope all is well.								
☺	2/27/2010	Load/Unload 2 hours	★★★★★ <table><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>10</td></tr><tr><td>Appearance</td><td>10</td></tr><tr><td>Service</td><td>10</td></tr></table>	Communication	10	Professionalism	10	Appearance	10	Service	10	Robert L.- The gentlemen were very accomadating with our schedule as it took longer then expected to arrive in town. They worked very quick in unloading everything	
Communication	10												
Professionalism	10												
Appearance	10												
Service	10												
☺	2/2/2010	Load/Unload 5 hours	★★★★★ <table><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>10</td></tr><tr><td>Appearance</td><td>10</td></tr><tr><td>Service</td><td>10</td></tr></table>	Communication	10	Professionalism	10	Appearance	10	Service	10	Justin M.- These guys did great for me. I had a tight deadline and really did not have time for complications or headaches. I am grateful that they were careful, considerate and diligent when packing our stuff	
Communication	10												
Professionalism	10												
Appearance	10												
Service	10												
☺	1/29/2010	Load/Unload 0 hours	★★★★★ <table><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>10</td></tr></table>	Communication	10	Professionalism	10	Kathy B.- Had to cancel order due to Movinghelp site allowing double booking on same day at same time. United Stand Moving was very friendly and tried to reschedule but was unable to accomadate us.					
Communication	10												
Professionalism	10												
☺	1/25/2010	Load/Unload 1 hours	★★★★★ <table><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>10</td></tr><tr><td>Appearance</td><td>10</td></tr><tr><td>Service</td><td>10</td></tr></table>	Communication	10	Professionalism	10	Appearance	10	Service	10	Thomas C.- Showed up on time. Handled everything in a very professional manner. All items arrived without any damage. Would hire them again (and have already recommended them to a neighbor).	
Communication	10												
Professionalism	10												
Appearance	10												
Service	10												
☺	1/24/2010	Load/Unload 2 hours	★★★★★ <table><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>10</td></tr><tr><td>Appearance</td><td>8</td></tr><tr><td>Service</td><td>10</td></tr></table>	Communication	10	Professionalism	10	Appearance	8	Service	10	Alvin G.- fast efficient and preat to work with.	
Communication	10												
Professionalism	10												
Appearance	8												
Service	10												
☺	1/18/2010	Load/Unload 2 hours	★★★★★ <table><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>10</td></tr><tr><td>Appearance</td><td>10</td></tr><tr><td>Service</td><td>10</td></tr></table>	Communication	10	Professionalism	10	Appearance	10	Service	10	Selma J S.- Mark and Sean were very efficient and courtious. Made loading a truck look easy. Would use them again. Thank you.	
Communication	10												
Professionalism	10												
Appearance	10												
Service	10												
☺	1/16/2010	Load/Unload 5 hours	★★★★★ <table><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>10</td></tr><tr><td>Appearance</td><td>10</td></tr><tr><td>Service</td><td>10</td></tr></table>	Communication	10	Professionalism	10	Appearance	10	Service	10	Cindy B.- They started out a little late, but after that they were AWESOME! I moyed 2 truckloads of 14' uhaul in about 5 hours. It was worth EVERY penny spent. They helped make our move stress free!	
Communication	10												
Professionalism	10												
Appearance	10												
Service	10												
☺	1/8/2010	Load/Unload 4 hours	★★★★★ <table><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>10</td></tr></table>	Communication	10	Professionalism	10	billie a.- We would definitely use they again!					
Communication	10												
Professionalism	10												

			<table><tr><td>Appearance</td><td>10</td></tr><tr><td>Service</td><td>10</td></tr></table>	Appearance	10	Service	10				
Appearance	10										
Service	10										
1/3/2010	Load/Unload 5 hours	★★★★★ <table><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>10</td></tr><tr><td>Appearance</td><td>10</td></tr><tr><td>Service</td><td>10</td></tr></table>	Communication	10	Professionalism	10	Appearance	10	Service	10	matt m.- mark and his helper were so helpful and polite. they moved our large terrarium twice even tho wendal would not even attempt it months earlier. they were careful with our things and very professional.
Communication	10										
Professionalism	10										
Appearance	10										
Service	10										
12/22/2009	Load/Unload 6 hours	★★★★★ <table><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>10</td></tr><tr><td>Appearance</td><td>10</td></tr><tr><td>Service</td><td>10</td></tr></table>	Communication	10	Professionalism	10	Appearance	10	Service	10	Linda A L- Went above and beyond what was expected. Very professional and very courteous. I would recommend this service provider.
Communication	10										
Professionalism	10										
Appearance	10										
Service	10										
11/23/2009	Load/Unload 2 hours	★★★★★ <table><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>10</td></tr><tr><td>Appearance</td><td>10</td></tr><tr><td>Service</td><td>10</td></tr></table>	Communication	10	Professionalism	10	Appearance	10	Service	10	Jessica B.- They were very helpful and fast when unloading my U-Haul. They were very nice and even helped me return my U-haul. I would recommend them to anyone with a move large or small.
Communication	10										
Professionalism	10										
Appearance	10										
Service	10										
11/11/2009	Load/Unload 5 hours	★★★★★ <table><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>10</td></tr><tr><td>Appearance</td><td>10</td></tr><tr><td>Service</td><td>10</td></tr></table>	Communication	10	Professionalism	10	Appearance	10	Service	10	Merritt B.- They did a great job, where able to take the time needed to do the job, as I didn't know how much I would be moving, and needed to dlyide the contents in three sections. Many Thanks! MB
Communication	10										
Professionalism	10										
Appearance	10										
Service	10										
11/9/2009	Load/Unload 2 hours	★★★★★ <table><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>10</td></tr><tr><td>Appearance</td><td>10</td></tr><tr><td>Service</td><td>10</td></tr></table>	Communication	10	Professionalism	10	Appearance	10	Service	10	Christine B.- Fast and very careful with all my things! Would use them again!
Communication	10										
Professionalism	10										
Appearance	10										
Service	10										
9/28/2009	Load/Unload 2 hours	★★★★★ <table><tr><td>Communication</td><td>6</td></tr><tr><td>Professionalism</td><td>8</td></tr><tr><td>Appearance</td><td>6</td></tr><tr><td>Service</td><td>10</td></tr></table>	Communication	6	Professionalism	8	Appearance	6	Service	10	Terri J.- Very helpful. They listened and responded to my needs.
Communication	6										
Professionalism	8										
Appearance	6										
Service	10										
8/2/2009	Load/Unload 3 hours	★★★★★ <table><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>10</td></tr><tr><td>Appearance</td><td>10</td></tr><tr><td>Service</td><td>10</td></tr></table>	Communication	10	Professionalism	10	Appearance	10	Service	10	stacy f.- One of the easiest moves I have every had to deal with. Thanks to Mike and his crew. They were willing to assist with anything. Very helpful, professional and accomodating. Would use them again.
Communication	10										
Professionalism	10										
Appearance	10										
Service	10										
7/28/2009	Load/Unload 2 hours	★★★★★ <table><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>10</td></tr></table>	Communication	10	Professionalism	10	ronald r.- Great job! Would recommend to everyone.				
Communication	10										
Professionalism	10										

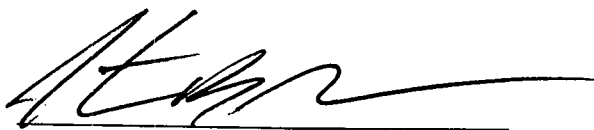
			<table border="1"><tr><td>Appearance</td><td>10</td></tr><tr><td>Service</td><td>10</td></tr></table>	Appearance	10	Service	10					
Appearance	10											
Service	10											
	7/12/2009	Load/Unload 5 hours	★★★★★ <table border="1"><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>10</td></tr><tr><td>Appearance</td><td>10</td></tr><tr><td>Service</td><td>10</td></tr></table>	Communication	10	Professionalism	10	Appearance	10	Service	10	<u>Linda K.</u> - We were very pleased with the movers and the job they did for us. It was a huge burden off of us having the help we needed.
Communication	10											
Professionalism	10											
Appearance	10											
Service	10											
	7/1/2009	Load/Unload 3 hours	★★★★★ <table border="1"><tr><td>Communication</td><td>10</td></tr><tr><td>Professionalism</td><td>10</td></tr><tr><td>Appearance</td><td>10</td></tr><tr><td>Service</td><td>10</td></tr></table>	Communication	10	Professionalism	10	Appearance	10	Service	10	<u>Jennifer C.</u> - Mark and Kenny were outstanding! They were very professional and courteous. We had a lot of stuff and they managed to pack all of it with great care.
Communication	10											
Professionalism	10											
Appearance	10											
Service	10											

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CERTIFICATE OF COUNSEL

The undersigned hereby certifies that this Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Stephen B. Samuels', written over a horizontal line.

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Columbia, South Carolina

May 19, 2014

RECEIVED

JUN 24 2014

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SOUTH CAROLINA
Workers' Compensation Commission

WCC File No. 1023143

George Ferguson, Claimant,

Appellant,

v.

New Hampshire Insurance Company, Carrier for Amerco/U-Haul International, and Sean P. Unterkoefler
d/b/a United Stand Moving, Employer, and S.C. Workers' Compensation Uninsured Employers Fund,

Respondents.

FINAL BRIEF OF APPELLANT

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STATEMENT OF ISSUES ON APPEAL

1. Whether U-Haul/Amerco (eMove) is the statutory employer of George Ferguson considering the moving work done by Ferguson's direct employer Sean Unterkoefer is:
 - A. an important part of the trade or business of the employer; or
 - B. is a necessary, essential, and integral part of the business of the employer.?
2. Whether the Commission erred in finding Ferguson failed to carry his burden of proving that he was an employee of Sean Unterkoefer d/b/a United Stand Moving?
3. Whether the Commission erred in finding Ferguson failed to carry his burden of proving that Sean Unterkoefer d/b/a United Stand Moving employed four or more employees during the relevant period, thus making Unterkoefer an uninsured employer subject to the Act?
4. Whether the case should be remanded due to the Commission's failure to rule on all of Ferguson's causally related injuries, specifically to his right hand, right arm, right knee, and right shoulder; such issue being raised but not ruled on?
5. Whether the case should be remanded due to the Commission's failure to rule on whether Ferguson would be entitled to temporary total disability benefits from August 21, 2010, through February 1, 2011, and temporary partial disability benefits from February 1, 2011, to the present and continuing until he reaches maximum medical improvement; such issue being raised but not ruled on?
6. Whether the case should be remanded due to the Commission's failure to rule on whether Ferguson is not at maximum medical improvement, and is in need of additional medical treatment to include additional medical treatment to his shoulder and hand; such issue being raised but not ruled on?
7. Whether the Appellate Panel erred as a matter of law in failing to make specific and detailed findings of fact sufficient for appellate review?

STATEMENT OF THE CASE

This workers' compensation appeal arises out of work-related injuries sustained by the Appellant, George Ferguson, on August 21, 2010. At the time of the accident, Ferguson was working on a furniture moving job moving for Respondent Sean P. Unterkoefler d/b/a United Stand Moving. Unterkoefler had contracted with Respondent Amerco/U-Haul International to provide moving services for its customers. Amerco/U-Haul provided the moving services through its subsidiary, eMove.

Amerco/U-Haul is insured through the New Hampshire Insurance Company. As Unterkoefler/United Stand is uninsured, the South Carolina Uninsured Employers Fund (hereinafter "Fund") was added as a party.

On December 14, 2011, Ferguson filed a Form 50 (Request for Hearing) seeking workers' compensation benefits for the August 21, 2010 injury by accident. Ferguson served the Form 50 on his direct employer United Stand Moving; on the upstream statutory employer (eMove) and its insurance carrier (New Hampshire Insurance Company); and on the South Carolina Uninsured Employers Fund (hereinafter "Fund").

On January 12, 2012, eMove and New Hampshire Insurance Company timely filed a Form 51 (Employer's Answer to Request for Hearing). eMove denied all allegations made by Ferguson.

On April 5, 2012, Ferguson filed an Amended Form 50 (Request for Hearing). [R. p. 31-32].

On April 16, 2012, eMove filed a Form 51 in response to the Amended Form 50. [R. p. 33].

On April 27, 2012, the Fund filed a Form 51 in response to the Amended Form 50.

On June 28, 2012, the Fund filed a Motion to Amend Caption, based on United Stand Moving being a sole proprietorship owned Sean Unterkoefler. On July 2, 2012, Commissioner

Andrea Roche issued a Consent Order changing the caption to "Sean P. Unterkoefer d/b/a United Stand Moving, Employer."

Unterkoefer made no formal appearance in the case and filed no pleadings. His trial deposition was taken on March 16, 2012.

The case was tried on July 12, 2012 before Commissioner Roche.

On November 19, 2012, Commissioner Roche issued a Decision and Order on November 19, 2012. The Commissioner denied benefits and dismissed the case. She found Ferguson failed to prove he was an employee of Sean Unterkoefer and failed to prove eMove was his statutory employer. [R. p. 1-14].

Ferguson timely filed his Form 30 (Notice of Appeal) on December 30, 2012. [R. p. 34-35] The Appellate Panel heard arguments on May 20, 2013. By Decision and Order dated August 7, 2013, the Appellate Panel affirmed the Single Commissioner's Order. [R. p.15-29].

This appeal followed.

STATEMENT OF THE FACTS

Respondent eMove is a wholly owned subsidiary of Amerco/U-Haul International. eMove's offices are located in U-Haul's main headquarters in Arizona. [R. p. 231]. U-Haul advertises for eMove services on its website, on its rental trucks and at its truck rental centers. [R. p. 149: Page 54, line 7-page 55, line 4].

eMove provides loading and unloading services to people who rent U-Haul trucks. The actual work is done by subcontractors who sign an on-line contract with eMove. eMove's sole source of revenue is a 15% markup of the moving services performed by its subcontractors. [R. p. 232].

eMove customers schedule a moving date with one of the subcontractors on eMove's website. The customer enters a credit card to secure payment and receive a verification code from eMove. eMove then sends a text message to the subcontractor telling them when to go; where to go; what services to provide; how long the job will take; and how many men are required. Jobs generally require a two man crew.

Upon completion of the job, the customer gives the verification code to the subcontractor – who enters the code into eMove's website. eMove then pays the subcontractor 85% of the price charged to the customer, keeping "a 15% cut from the total amount paid by the Customer for the Services." [R. p. 232].

People interested in becoming subcontractors for eMove sign an on-line contract. [R. p. 231-240]. Although not phrased in those terms, the contract establishes a classic owner-subcontractor relationship. The contract requires the subcontractors (identified as "moving helpers" or "service providers") to comply with all terms of the contract. [R. p. 231]. Most importantly, the contract

prohibits the subcontractors from making side agreements or accepting payment directly from eMove's customers – all Customer payments must be made to eMove. [R. p. 232-233]. All transactions are initiated directly with eMove. eMove does not allow the subcontractor and customer to contact each other until the moving services have been scheduled and secured with a credit card.

In March 2009, Sean Unterkoefer executed a contract with eMove to provide “moving help” to eMove's customers. [R. p. 231-240]. Unterkoefer identified his business as United Stand Moving. He operated the business until March 2011 – doing a total of 225 jobs for eMove. [R. p. 137: Tr. Page 8, line 21-page 9, line 21; R. p. 141: page 23, lines 9-22].

As required by eMove, Unterkoefer went through a training session. He was told how to be a successful mover, given advice on actual moving activities and “how to keep [eMove's] customers happy.” eMove also explained the ground rules of what the subcontractors could and could not do, including “mak[ing] it clear to [Unterkoefer] that [he] couldn't have any side agreements or direct contact with a customer except through eMove.” [R. p.152: Tr. Page 66, lines 5-23].

United Stand offered moving services for up to 5 jobs per day, seven days a week. [R. p. 195]. The first moving job was done on March 2, 2009. [R. p. 198]. From there, the work ebbed and flowed reaching a high point of 32 completed jobs in August 2010 – the month in which Ferguson was injured. [R. p. 203-206].

Appellant George Ferguson worked full-time as a waiter at Outback Steakhouse. In the spring of 2010, he took on a part-time job “working for Sean [Unterkoefer] with United Stand Movers to help load and unload U-Haul trucks.” [R. p. 46, lines 4-10].

Ferguson first met Unterkoefer somewhere around April of 2010. Ferguson was approached by a friend, David Coates, who was already working for Unterkoefer. Coates told him “They had

multiple jobs at times where they needed extra help.” [R. p. 46, lines 11-15].

At first, work was slow and Ferguson did not work many jobs – only one or two for the first couple of months. By July and August, Ferguson was doing as many as five jobs a week. [R. p. 49, lines 15-22].

To keep up with the increasing workload, Unterkoefer added people. Ferguson himself worked with 3 other employees at various times (plus Unterkoefer): David Coates, Arly Barr and Kenneth Hill. [R. p. 48, lines 19-25; R. p. 152: Tr. page 69, lines 19-25]. Unterkoefer testified to one other employee named Josh. [R. p. 152: Tr. page 69, lines 19-25]. The records from customer surveys show Josh working at least two jobs. They also mention various other employees by name including “David”, “Mark”, “Mike”, “CJ”, “Tyrone,” and “Josh.” [R. p. 241-252]. The surveys are particularly telling as they are from customers. Notably CJ and Tyrone did a job on August 19, 2010 – two days before Ferguson was injured.

This number of employees makes logical sense when you look at how many jobs Unterkoefer did during the critical period. The chart below shows how Unterkoefer’s workload substantially increased by August 2010 when Ferguson was injured:

	March	April	May	June	July	August
Days	31	30	31	30	31	31
Scheduled	8	5	9	12	24	38
Completed	2	4	4	10	22	32
% completed	25%	80%	44%	83%	92%	84%

In August, Unterkoefer was doing more than one job every day. He was scheduled to work 38 jobs – yet could only complete 32. His business had gone from a trickle to a flood. Unterkoefer could not handle it with just himself and a helper. Everyone who worked for United Stand had

other full time jobs. There was no way for Unterkoefer to do this much work without multiple crews – each crew included at least two men.

On August 21, 2010, Ferguson was working a job for United Stand in Carolina Beach, North Carolina. He and another employee, Kenneth Hill, were carrying a washer and dryer down a stairwell. Hill let go. The washer and dryer pinned Ferguson's "whole right side up against the wall." [R. p. 18, lines 7-25]. Ferguson injured several fingers, his right hand, arm and shoulder. [R. p. 53, line 25-page 55, line 17].

Ferguson received medical treatment from an orthopaedic surgeon. [R. p. 76-114]. He was unable to return to work as a mover. He also missed work from his full-time job at Outback. He has not completed his treatment, as he cannot afford further treatment and has been unable to obtain workers' compensation benefits.

STANDARD OF REVIEW

The existence of an employment relationship is a factual question that determines the jurisdiction of the Workers' Compensation Commission and is reviewable under the preponderance of the evidence standard. Brayboy v. WorkForce, 383 S.C. 463, 681 S.E.2d 567 (2009). When the issue involves jurisdiction, the appellate court may take its own view of the preponderance of the evidence. It is South Carolina's policy to resolve jurisdictional doubts in favor of inclusion rather than exclusion. White v. J.T. Strahan Co., 244 S.C. 120, 135 S.E.2d 720, 723 (1964).

"[T]he guiding principle undergirding our workers' compensation system [is] that the Act is to be liberally construed in favor of the claimant. The second is the equally compelling evidentiary principle that an award may not rest upon surmise, conjecture, or speculation." Hutson v. S.C. State Ports Authority, 399 S.C. 381, 732 S.E.2d 500 (2012).

ARGUMENT

1. George Ferguson is the statutory employee of eMove.

The Appellate Panel held “Claimant failed to carry his burden of proving eMove was a statutory employer of the claimant.”¹ Nowhere in the Order is there a single reference to the statute or case law stating the test for statutory employment.

eMove does all its work – and generates 100% of its revenue – through subcontractors like Unterkoefer. eMove’s business model is exactly the type of scheme the Legislature addressed by bringing employees of subcontractors within the ambit of workers’ compensation coverage. “Any doubts as to a worker’s status are to be resolved in favor of coverage under the Act.” Voss v. Ramco, Inc., 325 S.C. 560, 566, 482 S.E.2d 582, 585 (Ct.App.1997)

Section 42-1-400 provides:

When any person, in this section and §§ 42-1-420 and 42-1-430 referred to as “owner,” undertakes to perform or execute any work which is a part of his trade, business or occupation and contracts with any other person (in this section and §§ 42-1-420 to 42-1-450 referred to as “subcontractor”) for the execution or performance by or under such subcontractor of the whole or any part of the work undertaken by such owner, the owner shall be liable to pay to any workman employed in the work any compensation under this Title which he would have been liable to pay if the workman had been immediately employed by him. S.C. Code Ann. § 42-1-400 (2007).

Under this section, the Commission must determine if the work performed is part of the “trade, business, or occupation” of eMove. To make that determination, one of three tests must be met.

Owners are statutory employers for injuries related to activities that:

¹Under Conclusions of Law, the Commission relied on Murray v. Aaron Mizell Trucking Co., 334 S.E.2d 128, 286 S.C. 351 (Ct. App. 1985). However, in Murray, the Court of Appeals affirmed the Commission’s finding that the upstream contractor was the statutory employer of the claimant. As such, Murray demonstrates that the Commission’s holding was contrary to the law and thus erroneous.

(1) are an important part of the trade or business of the employer;
(2) are a necessary, essential, and integral part of the business of the employer; or
(3) have been previously performed by employees of the employer. Glass v. Dow Chemical Co., 325 S.C. 198, 482 S.E.2d 49 (1997).

The third test does not apply. However, the first and second are plainly applicable to eMove. eMove's sole source of revenue is the 15% it collects on every moving job done by its subcontractors.² If people like Unterkoefer and Ferguson did not do the moving jobs, eMove would have no revenue at all. See Voss v. Ramco, Inc., 325 S.C. 560, 566, 482 S.E.2d 582, 585 (Ct.App.1997)(finding a manufacturer of small equipment was the statutory employer of field salespeople because selling the equipment was an essential part of the manufacturer's business without which it could not remain in business). An employer's sole source of revenue is, by definition, "a necessary, essential, and integral part of the business of the employer." Glass.

Despite the self-evident nature of the issue, eMove "contends it is not in the business of moving as eMove merely provides a service or marketplace in which U-Haul truck renters and movers can meet to assist with moving help." [R. p. 3]. The Commission made two findings in line with this contention. The first was "The actual moving was not a part of eMove's trade, business, or occupation." [Finding of Fact 9, R. p. 26]. The second finding held "eMove's business was to match U-Haul renters with moving help. There was no evidence that eMove contracted with anyone

²eMove calls their 15% cut of the moving job a "marketplace fee." Regardless of how eMove identifies their revenue stream or how their contract with Unterkoefer is written, the facts control the analysis; not a self-serving contract written to avoid liability under the Act. See Harrell v. Pineland Plantation, Ltd., 337 S.C. 313, 322, 523 S.E.2d 766, 770 (1999) ("Whatever the parties contract to call their relationship is not controlling in a statutory employment analysis.").

to move or engaged in any moving itself.” [Finding of Fact 10, R. p.26].

The Commission’s findings have no true significance in this case. No one contends eMove’s Phoenix-based employees actually engaged in physical moving activities. As to the finding “There was no evidence that eMove contracted with anyone to move . . .,” that finding is patently incorrect. The customer contracted directly with eMove through its website – completing the contract by ensuring paying payment via credit card.³ eMove then sent a text message to their subcontractor telling them “where the job was, who it was with and when the job was.” [R. p. 159: Tr. P. 94, lines 12-25].

Unterkoefler testified, “. . . I didn’t have control financially of anything. I didn’t deal directly with a customer. [eMove] dealt with the customer and passed the information on to me. [eMove] had control of releasing the funds based on the work I did . . .” [R. p. 159: Tr. P. 95, lines 1-18]. Unterkoefler confirmed “regarding the payment arrangements . . . the customer paid eMove and then eMove paid [him]. [R. p. 159: Tr. P. 94, lines 8-11]. “[T]he customer made all those arrangements with eMove on their website.” [R. p. 159: Tr. P. 94, lines 17-21].

Unterkoefler confirmed he did not have a contract with the customers; his “only contract was with eMove.” [R. p.148: Tr. Page 52, lines 10-14]. Unterkoefler told Ferguson “That he was a subcontractor for U-Haul and he just took care of the moving aspect of the business for them.” [R. p. 71, lines 2-6]. Unterkoefler explained to Ferguson “That [U-Haul] had to subcontract out the work because there’s no way for U-Haul to have enough manpower throughout the country to do the work that they did.” [R. p. 51, lines 13-18].

³eMove’s “Moving Helper Agreement” defines “Customer(s)” as an “individual who desires to obtain Services.” [R. p. 231].

Unterkoefler confirms this in his own testimony. He agreed his relationship was comparable to a heating and air conditioning subcontractor “because I didn’t have control financially of anything. I didn’t deal directly with the customer. They dealt with the customer and passed the information on to me. They had control of releasing the funds based on the work I did, you know, that’s about it.”⁴

⁴In the initial line of questioning from eMove’s attorney, Unterkoefler pointedly claimed “My relationship with eMove was basically eMove advertised for my business and took a 15-percent marketplace fee for the advertisement.” [R. p. 138: Tr. Page 11, lines 11-14]. On cross-examination, Unterkoefler testified:

Q. Before you had your deposition taken, have you had any conversation with anybody regarding this case?

A. No, I have not.

* * *

Q. I’m assuming you spoke to somebody at [eMove’s attorney’s] office about sort of the logistics of getting set up with a court reporter and where to go; is that correct?

A. That is correct, sir.

Q. As far as the substance of the case like the questions you’ve been asked already so far in your deposition, have you discussed those with anybody?

A. No, I have not.

[R. p. 147: Tr. Page 49, lines 7-24].

These denials were proven false when eMove’s attorney (to her credit) confirmed that Unterkoefler had spoken to her nine or ten days prior. Their prior discussion included the central issue in this case – “what [Unterkoefler’s] relationship was with eMove.” [R. p. 155: Tr. Page 80, lines 16-page 81, line 15]. On recross, Unterkoefler confirmed that the relationship he described – and only that scenario – had been suggested to him. [R. p. 158: Tr. page 92, line 12-page 94, line 7].

There is no impropriety on the part of eMove’s counsel; interviewing potential witnesses and pro se parties is part of the normal due diligence of investigating a case. The issue is about the credibility of Unterkoefler’s self-serving testimony. Because we are dealing with jurisdictional facts, this Court takes its own view of the evidence – including the credibility of the witnesses.

eMove wants the Court to believe it is a marketing service or auction website, akin to eBay or Priceline. This argument must be rejected. First off, eMove is a captive company of U-Haul. U-Haul rents trucks and moving supplies to customers. eMove (through its subcontractors) provides moving services to people who rent trucks through U-Haul. Secondly, eMove is paid 15% of the job itself. This, unsurprisingly, is a typical markup for subcontracted work in the construction trades. It does not make money from selling advertising space on its website, nor is there a subscription fee.

eMove's sole source of revenue comes from moving services provided through its subcontractors. The focus should be on the work that generated the revenue; not on the fictional relationships set out in the Moving Help Agreement. "The 'trade, business, or occupation' analysis focuses on the work the owner has employed the subcontractor to complete." Harrell v. Pineland Plantation, Ltd., 337 S.C. 313, 321, 523 S.E.2d 766, 770 (1999). See also Boone v. Huntington and Guerry Elec. Co., 311 S.C. 550, 552, 430 S.E.2d 507, 508 (1993)("[W]hen an owner contracts with a subcontractor to perform or execute *any work* which is a part of his trade, business, or occupation, the subcontractor becomes a 'statutory employee' of the owner for the purposes of workers' compensation liability.")(emphasis added).

The South Carolina Supreme Court specifically addressed this "it's not really our business argument" in Harrell:

An owner could subcontract out all of his work . . . and greatly avoid any compensation responsibility. Under such an approach, a business that uses all subcontractors would not be liable for any workers' compensation coverage except for those specific acts that alone would rise to the level of the Glass analysis. The General Assembly's desire to prevent a business from avoiding the responsibility for workers' compensation by subcontracting out the work would be greatly frustrated by such a position. Such a rule would also exclude many workers and employers from the Act's coverage, which is against this Court's policy. Harrell v. Pineland Plantation, Ltd., 337 S.C. 313, 523 S.E.2d 766 (1999).

In this case, eMove knew moving jobs require at least a two-person crew. [R. p. 198-208]. Even if one member of the crew was an independent contractor, eMove knew the other was certainly an employee. eMove also knew that many, if not most, of its subcontractors were too small to require workers' compensation insurance. eMove cannot claim ignorance of the risks faced by the downstream employees engaged in a very physical, dangerous job. Indeed, its contract seems knowingly designed to circumvent statutory employer liability.

Ferguson was simply trying to earn a living on a part-time job. He was just an employee. He did not know the details of the relationship between Unterkoefer and eMove. See Fortner v. Thomas M. Evans Const. and Development, LLC, 741 S.E.2d 538, 402 S.C. 421 (Ct. App. 2013)(statutory employer doctrine applied even though employee "was not aware of" who was actually paying for his work). He is precisely the type of innocent worker the statutory employment doctrine is designed to protect.

The evidence overwhelmingly shows the work Unterkoefer and his employees did – and the revenue generated – was necessary, essential, and integral to eMove's business. Therefore, the Court should reverse the Appellate Panel and hold eMove is George Ferguson's statutory employer.

II. George Ferguson is the Direct Employee of Sean Unterkoefer d/b/a United Stand Moving.

The Appellate Panel found Ferguson failed to meet his burden of proving he was an employee of Sean Unterkoefer d/b/a United Stand Moving. This was error, as an application of the 4-factors shows Ferguson was Unterkoefer's employee. Unterkoefer himself testified that the reason he did not carry workers' compensation insurance was because, "I had less than three *employees*, and I was under – the interpretation of the law is if I had three or less *employees*, I didn't

have to carry Workman's Compensation." [R. p. 146: Tr. Page 42, lines 6-13 (emphasis added)].

Workers' compensation awards are authorized only if an employer-employee relationship exists at the time of the injury. "The general test applied is that of control by the employer. It is not the actual control then exercised, but whether there exists the right and authority to control and direct the particular work or undertaking, as to the manner or means of its accomplishment." Young v. Warr, 252 S.C. 179, 189, 165 S.E.2d 797, 802 (1969). There are four elements which determine the right of control: 1) direct evidence of the right or exercise of control; 2) furnishing of equipment; 3) right to fire; and 4) method of payment. These factors "should be evaluated in an evenhanded manner in determining whether the questioned relationship is one of employment or independent contractor." Wilkinson ex rel. Wilkinson v. Palmetto State Transp. Co., 382 S.C. 295, 676 S.E.2d 700 (2009). Ferguson is able to establish all four elements showing the right of control.

1. Direct Evidence of the Right or Exercise of Control.

The testimony of both Unterkoefer and Ferguson establishes the right of control by Unterkoefer. To begin with, only Unterkoefer knew when and where the jobs were. He told Ferguson where to go and what to do. [R. p. 46, line 23-page 47, line 1]. See Spivey v. D.G. Constr. Co., 321 S.C. 19, 467 S.E.2d 117 (Ct.App.1996)(employment relationship shown when employer instructed worker where to report and "explained to worker exactly what needed to be done"). The jobs were scheduled on eMove's website on the dates and times Unterkoefer listed United Stand as available.

Although the employment relationship was informal with no written documentation (which itself infers an employer/employee relationship), Unterkoefer was clearly the boss. Ferguson never dealt directly with eMove – he received his instructions directly from Unterkoefer. "The right to

control does not require the dictation of the thinking and manner of performing the work. It is enough if the employer has the right to direct the person by whom the services are to be performed, the time, place, degree, and amount of said service.” Nelson v. Yellow Cab Co., 343 S.C. 102, 110, 538 S.E. 2d 276, 280 (Ct. App. 2000), *overruled on other grounds by* Wilkinson ex rel. Wilkinson v. Palmetto State Transp. Co., 382 S.C. 295, 676 S.E.2d 700 (2009).

Other workers appeared to have the same relationship of working *for* Unterkoeﬂer rather than *with* him. David Coates speciﬁcally told Ferguson he “works *for* Mr. Unterkoeﬂer.”⁵ [R. p. 62, lines 16-17].

Unterkoeﬂer’s claim that Ferguson “was responsible for . . . getting his own help however way” is belied by the testimony about Kenneth Hill. Ferguson could not even remember Hill’s last name – only “the day I was injured, I was working with a Kenneth, and I don’t recall his last name.” [R. p. 48, lines 19-22].

Conversely, when Unterkoeﬂer was asked how he found out Ferguson was injured, he testified: “It was actually the guy he was working with. I believe it was Kenneth Hill. . . . Who he was working with at the time, *he called me* and said that, you know, George was hurt.” [R. p. 145: Tr. Page 39, line 18-page 40, line 3]. As to whether he had any contact information for Hill, Unterkoeﬂer testified:

I do not. Last I knew, he had moved to Arkansas, I believe. I’ve kind of lost contact with Kenneth, so I don’t have any information on how to contact him or anything. I do know the last state he resided in was Arkansas.” [R. p. 145: Tr. page 40, lines 4-9].

The testimony shows Unterkoeﬂer was the one who had an ongoing relationship with Hill; not

⁵The Fund’s counsel moved to strike this testimony, but did not obtain a ruling. [R. p. 62, lines 16-17].

Ferguson. Ferguson could hardly have recruited Hill to work as a helper when he did not even know his last name. Unterkoefler knew Hill's last name and knew enough about him to know he had moved to Arkansas sometime after the accident. Moreover, Hill had Unterkoefler's telephone number.

Ferguson even asked Unterkoefler about workers' compensation and liability insurance on the day he was hired. The illusory promise about workers' compensation coverage "was the basis of my decision to work for him, knowing that, you know, there was a chance of injury and I wanted to make sure that if something did happen that I was covered." [R. p. 52, line 12-page 53, line 6].

This evidence of direction and control over Ferguson and other workers, supports the existence of an employer/employee relationship.

2. Furnishing of Equipment.

Ferguson and Unterkoefler used equipment supplied by the upstream employer, U-Haul (eMove is a subsidiary of U-Haul). Equipment was provided pursuant to the contract between U-Haul and the consumer. This included dollies, hand trucks and moving pads. Indeed, Ferguson's injury occurred while using a furniture dolly supplied by U-Haul. Ferguson provided only his labor. "When it is the employer who furnishes the equipment, the inference of right of control is a matter of common sense and business." Shatto v. McLeod Regional Medical Center, Op. No. 27341 (S.C.Sup.Ct. filed December 18, 2013)(Shearouse Adv.Sh. No. 53 at 16, 24) *quoting* 3 Arthur Larson & Lex K. Larson, *Larson's Workers' Compensation Law* § 61.07[2] (2013). See, also South Carolina Industrial Commission v. Progressive Life Ins. Co., 242 S. C. 547, 550, 131 S.E.2d 694, 695 (1963)(insurance agents who "were furnished supplies, which included all forms" were employees).

The fact Ferguson furnished no equipment infers he is an employee. Although strictly speaking, Unterkoefer did also not furnish equipment, the fact the equipment was provided by the upstream employer – with whom only Unterkoefer had a contract – indicates Ferguson was Unterkoefer's employee.

3. Right to Fire.

“The absolute right to terminate the relationship without liability is not consistent with the concept of independent contract, under which the contractor should have the legal right to complete the project . . .” Shatto v. McLeod Regional Medical Center, Op. No. 27341 (S.C.Sup.Ct. filed December 18, 2013)(Shearouse Adv.Sh. No. 53 at 16, 25) *quoting* 3 Arthur Larson & Lex K. Larson, *Larson's Workers' Compensation Law* § 61.08[1] (2013).

Both Unterkoefer and Ferguson agreed Unterkoefer had the right to fire Ferguson. Ferguson testified he could have been fired had he committed any misconduct. [R. p. 46, lines 20-22].

Unterkoefer was asked if he “basically had the right to fire him . . .” He responded, “I suppose I wouldn't have him – I wouldn't pass the job . . . I guess I wouldn't pass on jobs to him anymore, no.” To clarify, he was then asked, “You could basically say I'm not going to use you again, you're not working for United Stand ever again, correct?” He answered, “Yeah.” [R. p. 153: Tr. Page 70, line 17-page 71, line 7].

“The fact remains that [Unterkoefer] had the right to determine whether [Ferguson's] work was satisfactory and the right to terminate that relationship if [he] was not satisfied. Id. at 26. This central fact confirms the right to fire existed in the relationship, thus confirming that Ferguson was Unterkoefer's employee.

4. Method of Payment.

The method of payment supports a finding that Ferguson is an employee. Independent contractors are typically paid a set price for a job from which they deduct the cost of materials and other expenses. See Marlow v. E.L. Jones & Son, Inc., 248 S.C. 568, 151 S.E.2d 747 (1966). Ferguson was paid by the hour. He testified Unterkoefer paid \$35.00 an hour for a two-man crew, so he was paid \$17.50 per hour. [R. p. 47, lines 16-24]. Hourly wages are a strong indicator that the worker is an employee. See South Carolina Industrial Commission v. Progressive Life Ins. Co., 242 S. C. 547, 550, 131 S.E.2d 694, 695 (1963)(insurance agents who were paid guaranteed minimum wage were employees); Spivey v. D.G. Constr. Co., 321 S.C. 19, 467 S.E.2d 117 (Ct.App.1996)(fact worker was paid \$8.00 per hour was evidence that he was an employee).

There is testimony from Unterkoefer that he paid Ferguson by the job. Although paying someone by the job could imply an independent contractor relationship, here the inference still points to an employer/employee relationship. Unterkoefer did not “actually give [Ferguson] the job as a subcontractor and let [him] deal with the expenses and paying helpers and so on.” Ferguson testified, “No, he just told me where to go and what to do.” [R. p. 69, lines 15-19]. Furthermore, Unterkoefer intended to deduct his business expenses from his taxes, including “the wages paid to Mr. Coats and Ferguson.”⁶ [R. p. 148: Tr. Page 51, line 9-page 52, line 3].

Ferguson emphasized that Unterkoefer was always the one who paid him. “Sean would get the money and then pay us every time.” [R. p. 65, lines 18-24]. If he did a job with someone other

⁶Unterkoefer qualified his answer noting he did not “1099 them their wages or anything like that,” explaining “I guess through ignorance and being young and not doing my homework, you know, I just kind of got overwhelmed and haven’t filed and plan to do so.” [R. p. 148: Tr. page 52, lines 5-9].

than Unterkoefer, Ferguson never paid his coworker,

Ferguson received his pay directly from Unterkoefer – sometimes right after a job, sometimes he got paid weekly. [R. p. 47, lines 8-15]. He was never paid by the customer nor was he paid by eMove. He relied entirely on Unterkoefer for payment – he had no way of knowing how much eMove paid Unterkoefer for any given job. [R. p. 65, lines 15-24]. Ferguson had no business license; no business cards; no website; no records – none of the indicia of running his own business. Moreover, he never took the affirmative steps to establish any sort of subcontractor relationship such as Unterkoefer took with eMove. Unlike United Stand Moving, he did not hold himself out as a business entity. Ferguson may have been a part-time employee, but he was nonetheless an employee.

III. Sean Unterkoefer d/b/a United Stand Moving is subject to the Workers' Compensation Act because he employed 4 or more employees during the relevant time period.

The evidence shows Unterkoefer employed 4 or more employees once his business picked up to where he could no longer handle it with himself and one helper. The Court must determine the critical period – which generally covers the time frame when the employee is injured. To be subject to the Act, the employer must regularly employ four or more employees during the relevant time period. “Regularly employed” is defined as “employment of the same number of persons throughout the period with some constancy.” Hernandez-Zuniga v. Tickle, 647 S.E.2d 691, 374 S.C. 235 (Ct. App. 2007). In determining the relevant time period, the Commission must consider: “(1) the employer's established mode of operation; (2) whether the employer generally employs the jurisdictional number at any time during his operation, and (3) the period during which employment is definite and recurrent rather than occasional, sporadic, or indefinite.” Id. The relevant time period here was the period during July and August 2010 when Ferguson worked with regularity. See

Harding v. Plumley, 329 S.C. 580, 584, 496 S.E.2d 29, 31 (Ct.App.1998)(where worker was injured on first day of employment, relevant time period for determining the number of regularly employed workers corresponded to the period of construction).

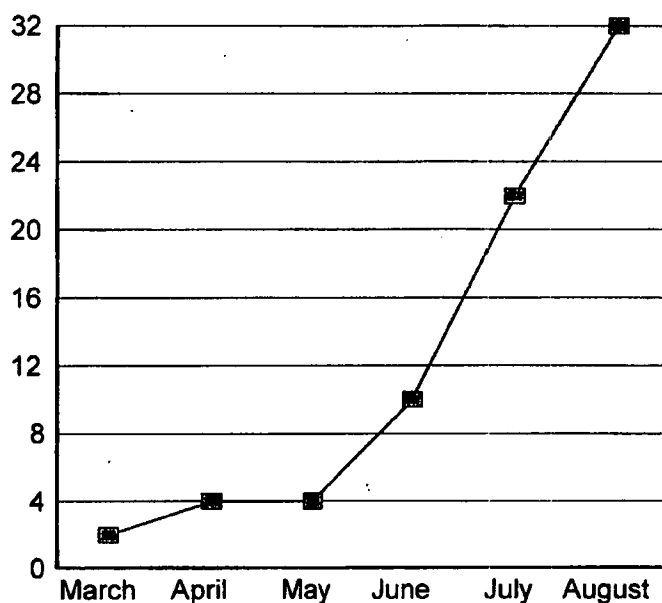
Ferguson only worked a couple of jobs during April, May and June 2010. During July and August, Ferguson worked as many as five jobs a week. [R. p. 49, lines 15-22]. When business picked up for United Stand, so did the number of employees.

Ferguson himself worked with 3 other employees at various times (plus Unterkoefer): David Coates, Arly Barr and Kenneth Hill. [R. p. 48, lines 19-25; R. p. 152: Tr. page 69, lines 19-25]. Unterkoefer testified to one other employee named Josh. [R. p. 152 Tr. page 69, lines 19-25]. The records from customer surveys show Josh working at least two jobs. They also mention various other employees by name including "David", "Mark", "Mike", "CJ", "Tyrone," and "Josh." [R. p. 241-252]. The surveys are particularly telling as they are from customers. Notably CJ and Tyrone did a job on August 19, 2010 – two days before Ferguson was injured.

In August, Unterkoefer was doing more one job every day. United Stand was scheduled to work 38 jobs – yet could only complete 32. A trickle of business was now a flood. Everyone who worked for United Stand had other full time jobs. There was no way for Unterkoefer to do this much work without multiple crews – each crew included at least two men.

This number of employees makes logical sense when you look at how many jobs Unterkoefer did during the critical period. The drastic increase is illustrated with the graph below:

Jobs per Month



The numerical data is on the chart:

	March	April	May	June	July	August
Days	31	30	31	30	31	31
Scheduled	8	5	9	12	24	38
Completed	2	4	4	10	22	32
% completed	25%	80%	44%	83%	92%	84%

These numbers confirm that July and August 2010 would be the relevant period. Ferguson, Barr, Coates, Hill, Josh, CJ and Tyrone all worked during that period. In fact, during the week Ferguson was injured, there are four specifically identifiable employees who worked: Ferguson and Hill on one crew; CJ and Tyrone on another. The Court should reverse the Commission and find Unterkoefler is an uninsured employer subject to the Act.

IV. A remand is required as Ferguson is entitled to temporary compensation and medical treatment for the injuries to his right hand, right arm, right knee, and right shoulder.

The Appellate Panel did not rule on all the injured body parts nor on the benefits to which Ferguson should be entitled. The evidence showed he injured his right hand, right arm, right knee, and right shoulder. [R. p. 53, line 14-page 55, line 19]. He is not at MMI and requires additional medical treatment, as well as a period of temporary compensation. [R. p.76-114].

No rulings were made on these issues, presumably because the claim was denied on the employment relationship issues. The Court should reverse on the employment issues and remand for a hearing to award benefits. See Pack v. State Dept. of Transp., 673 S.E.2d 461, 381 S.C. 526 (Ct. App. 2009)(remanding for additional findings on issues not addressed or incompletely addressed by Commission). It should be noted that a determination of the average weekly wage and compensation rate was held in abeyance, so the remand should also include that issue as a matter of judicial economy.

CONCLUSION

For the foregoing reasons, the Decision and Order of the Appellate Panel should be reversed.

The Court should remand the case to the Commission for a hearing on the extent of injuries, medical treatment required, temporary total disability due, and average weekly wage.

Respectfully Submitted



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Columbia, South Carolina
June 22, 2014

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SOUTH CAROLINA
Workers' Compensation Commission

WCC File No. 1023143

George Ferguson, Employee/Claimant, ... Appellant,

v.

Sean P. Unterkoefer d/b/a United Stand Moving, Employer,

and

AMERCO/U-HAUL International, Employer,

and

New Hampshire Insurance Company, Carrier for AMERCO/U-HAUL International,

and

S.C. Workers' Compensation Uninsured Employers' Fund Respondents.

CERTIFICATE OF COUNSEL

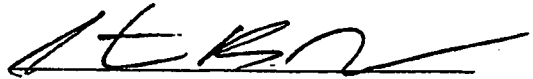
The undersigned certifies that this Final Brief of Appellant complies with Rule 211(b),
SCACR.

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SC Court of Appeals

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Columbia, South Carolina
June 22, 2014

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SOUTH CAROLINA
Workers' Compensation Commission
Andrea C. Roche, Commissioner

WCC File No. 1023143

Case Tracking No: 2013-001896

George Ferguson Claimant/Appellant.

v.

New Hampshire Insurance Company,
Carrier for AMERCO/U-HAUL International,
Sean Unterkoefer d/b/a United Stand Moving,
Employer, and the S.C. Workers' Compensation
Uninsured Employers' Fund Defendants/Respondents.

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SC Court of Appeals

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STATEMENT OF ISSUES ON APPEAL

1. Whether the Court should affirm the Appellant Panel's decision that eMove is not Appellant's statutory employer.
2. Whether the Court should affirm the Appellant Panel's decision that Appellant failed to carry his burden of proving that he was an employee of Sean Unterkoefer d/b/a United Stand Moving.
3. Whether the Court should affirm the Appellant Panel's decision that Appellant failed to carry his burden of proving Sean Unterkoefer d/b/a United Stand Moving employed four or more employees at the time of Appellant's accident.

STATEMENT OF THE CASE

Respondent eMove, Inc. is a wholly owned subsidiary of U-Haul International, Inc. (incorrectly referred to in the case caption as AMERCO/U-Haul International, Inc. d/b/a eMove, Inc.) insured by Respondent New Hampshire Insurance (hereinafter collectively referred to as "Respondents"). This appeal arises out of a workers' compensation claim filed by Appellant George Ferguson on April 5, 2012, naming Respondent United Stand Moving and eMove, Inc. as Appellant's employers and New Hampshire Insurance Company and the South Carolina Uninsured Employers' Fund ("SCUEF") as insurance carriers. Appellant alleges he suffered injuries to his right shoulder, right hand, right arm and right knee on August 21, 2010, while employed by Sean Unterkoefer d/b/a United Stand Moving. United Stand Moving does not have workers' compensation insurance.

Respondents filed a Response to Appellant's Hearing Request on January 12, 2012, denying liability. Appellant filed an Amended Hearing Request on April 5, 2012. Respondents filed a Response to Appellant's Amended Hearing Request on April 16, 2012. Respondent SCUEF filed its Response to Appellant's Amended Hearing Request on April 27, 2012. Respondent Sean Unterkoefer did not respond to Appellant's Hearing Request or Amended Hearing Request.

The case was heard before the Single Hearing Commissioner on July 12, 2012. By order filed November 19, 2012, the Single Hearing Commissioner determined, in pertinent part: (1) Appellant failed to carry his burden of proving he was an employee of Sean Unterkoefer d/b/a United Stand Moving; (2) Appellant failed to carry his burden of proving Sean Unterkoefer d/b/a United Stand Moving regularly employed four or more employees; and (3) eMove was not the statutory employer of Appellant.

Appellant filed an appeal with the South Carolina Workers' Compensation Appellate Panel (hereinafter referred to as "the Panel") on December 30, 2012. The Panel heard arguments on May 20, 2013. By Order dated August 7, 2013, the Panel affirmed the Single Hearing Commissioner's Order *in toto*.

This appeal follows.

STATEMENT OF FACTS

RELATIONSHIP OF THE PARTIES

eMove operates an internet marketplace (movinghelp.com or emove.com) with self-moving options upon which individuals or businesses renting moving trucks (or other “do it yourself” trucks) can search for and hire local moving companies to assist with loading and unloading their belongings. (R. p. 138, line 18; R. p. 140, lines 2-23). eMove serves as nothing more than a forum or referral source upon which an individual or business can search a list of local movers to schedule moving services. eMove is merely a conduit between the consumer and moving company.

Sean Unterkoefer d/b/a United Stand Moving is owned by sole proprietor Sean Unterkoefer. He moved to Myrtle Beach in his early 20s looking for employment. (R. p. 137, lines 21-25). He subsequently formed United Stand Moving and signed up for an account on movinghelp.com to advertise and obtain moving referrals. (R. p. 142 lines 5- 25). Before his account sign-up was complete, he checked a box agreeing to the terms and conditions contained in the “eMove Moving Help - Moving Helper Agreement”. (R. pp. 231-240; R. p. 143, lines 14-25).

United Stand Moving’s services included loading and unloading, packing and unpacking, cleaning help, and driving help. (R. p. 139, line 5–p. 140 line, 17). Unterkoefer did not have any employees. He mostly worked alone, but found friends “here and there” to help him if he had more than one job at a time. (R. p. 139, lines 8-17). Sean Unterkoefer d/b/a United Stand Moving provided only a labor service to its customers, and therefore, Unterkoefer did not have his own moving truck or equipment. (R. p. 139, lines 11-16). He used the rental moving trucks, blankets, dollies, etc. supplied by his customers. (*Id.*) He set his own availability

for days and times he could perform moving services. (R. p. 140, lines 5-7). He set his own rates and coverage area. (R. p. 140, lines 8-25). He used eMove for advertising and as a referral source to obtain business. (R. p. 138, lines 3– 25). Unterkoefer paid eMove a 15% marketplace fee for each job he completed in order to continue to use eMove's website to list his company and obtain referrals. (R. p. 138, lines 11-14).

Unterkoefer was not employed by eMove, or its parent company U-Haul International. (R. p. 140, lines 2-13). Unterkoefer was paid by the customer through direct deposit akin to PayPal®. (R. p. 138, lines 17–25). Customers created accounts on movinghelp.com in which they were able to view a list of local movers, select Unterkoefer's moving company, the nature of the services needed, and the moving date and time. (R. p. 138, lines 18–25). Upon booking an appointment, the customer submitted their credit card or other payment information and received a payment code. (R. p. 138, lines 17–25).

Once a customer scheduled a service, Unterkoefer received a text notification with the customer's booking information. (R. p. 157, lines 8-21). Unterkoefer called the customer to verify the time of the job, nature of the job, services requested, date, and time. (R. p. 139, lines 17–25). Unterkoefer and his friends drove their personal vehicles to each location as the customer provided the moving truck. (R. p. 139, lines 24–25; R. p. 147, lines 15–25).

The customer controlled payment for the job at all times. (R. pp. 232-233). When the moving job was completed to the satisfaction of the customer, the customer provided Unterkoefer with the payment code. (R. p. 138, lines 17–25). Unterkoefer could only receive payment for his services if the customer gave him their payment code. (Id.; R. pp. 232-233). Unterkoefer could then log on to his movinghelp.com account and enter the payment code for the funds to be released into his account. (R. p. 139, lines 17–25).

APPELLANT'S ALLEGED INJURIES

The parties do not dispute Appellant sustained an injury to his right hand on August 21, 2010, while moving a washing machine down a flight of stairs. Ferguson was admitted to New Hanover Regional Medical Center on August 21, 2010, with a right hand injury. (R. p. 77). No other injuries were noted. (R. pp. 76-81).

Dr. Robert S. Leak of Carolina Bone and Joint Surgery Center performed closed reduction and percutaneous pinning of the right small finger proximal phalanx fracture and metacarpal neck fracture on August 27, 2010. (R. pp. 91-92).

Dr. Matthew D. Welsch of Pee Dee Orthopaedics performed an independent medical examination on March 26, 2012. Dr. Welsch noted the surgical pins placed in Ferguson's hand were removed four to six weeks following his surgery. (R. pp. 112-113). X-rays revealed well-healed fractures and normal MP and IP joints. (R. p. 113). Dr. Welsch diagnosed Ferguson with posttraumatic right small finger MP contracture and extensor tendon scarring with a slight rotational deformity. (*Id.*) At no time did Ferguson mention right shoulder pain.

The only medical record referencing injury to the right shoulder is nearly two years post-accident on July 5, 2012. (R. p. 114).

STANDARD OF REVIEW

The determination of whether a worker is a statutory employee is jurisdictional, and therefore, the question on appeal is one of law. Edens v. Bellini, 359 S.C. 433, 440, 597 S.E.2d 863, 867 (Ct. App. 2004). “When deciding questions of law, such as this one, this court has the power and duty to review the entire record and decide the jurisdictional facts in accord with its view of the preponderance of the evidence.” Johnson v. Jackson, 401 S.C. 152, 159, 735 S.E.2d 664, 667 (Ct. App. 2012).

LAW/ANALYSIS

I. APPELLANT OFFERED NO EVIDENCE OF EMOVE'S BUSINESS, TRADE OR OCCUPATION OF MOVING.

To determine whether a statutory employment relationship exists, the Court uses three tests based on S.C. Code Ann. §42-1-400. "Owners" are treated as statutory employers for injuries related to activities that:

- (1) are an important part of the trade or business of the employer;
- (2) are a necessary, essential, and integral part of the business of the employer; or
- (3) have been previously performed by employees of the employer.

Glass v. Dow Chemical Co., 325 S.C. 198, 201, 482 S.E.2d 49, 50 (1997). If the activity at issue meets even one of the three tests, the injured worker is a statutory employer of the owner. Edens v. Bellini, 359 S.C. 433, 433, 597 S.E.2d 867, 868 (Ct. App. 2004).

The parties agree test three is unsupported by the evidence in this case. Respondents contend tests one and two are equally unsupported by the evidence because Appellant failed to depose eMove or otherwise obtain evidence regarding eMove's business structure, articles of incorporation, revenue stream, employment structure, service/business options, employee job duties or daily operations. The only evidence in the record indicates eMove merely operates a website serving as a referral source.

The Panel properly found moving individuals' belongings is not eMove's trade, business, or occupation. The Panel properly relied on Murray v. Aaron Mizell Trucking Company, 286 S.C. 351, 334 S.E.2d 128 (Ct. App. 1985), as it is directly on point regarding whether a referral source is an owner and statutory employer of an injured worker. In Murray, the sole issue on appeal was whether the injured worker was the statutory employee of Dean-Dempsey or Roy Davis. The Court of Appeals found Davis, not Dean-Dempsey was the statutory employer

because Dean-Dempsey merely served as a referral source and convenience for Davis. Murray, 286 S.C. at 356, 334 S.E.2d at 131. Similarly, eMove merely provides a convenience to consumers to list local movers on one internet site.

There is no evidence in the record that eMove's business has anything to do with direct moving services. Unlike Davis in Murray v. Aaron Mizell Trucking Company, United Stand Moving was not obligated to perform any work for eMove. The evidence shows Sean Unterkoefer d/b/a United Stand Moving was obligated to perform jobs for the consumers who selected his company and scheduled an appointment for his services. eMove only charged Unterkoefer 15% of any completed job in exchange for listing his company on its website. Appellant would have the Court believe eMove's 15% marketplace fee is indicative of statutory employment because it is "eMove's sole source of revenue." However, there is no evidence in the record to support Appellant's blanket assertion that eMove's marketplace fee is its "sole source of revenue. Edwards v. Lawton, 244 S.C. 276, 278, 136 S.E.2d 708, 709 (1964) ("statements of counsel in oral argument [] should have [a] reasonable foundation in the evidence or in inferences fairly arguable from the evidence.") (Internal citations omitted).

There is no testimony from eMove on its business' revenue sources in the record. In fact there is no testimony from eMove at all because Appellant failed to depose any representative from the company. Appellant's failure to depose eMove is fatal to his statutory employment argument, and therefore, his appeal against eMove.

Although Appellant admittedly sustained an injury to his hand, it is far-reaching and beyond reason to hold a website that simply provided advertising/referral services to the Appellant's alleged employer liable for his injuries. As such, the evidence can only support a determination that eMove is not Appellant's statutory employer.

II. APPELLANT FAILED TO ESTABLISH AN EMPLOYMENT RELATIONSHIP WITH UNITED STAND MOVING EXISTS.

To even reach the issue of statutory employment, Appellant must prove that (1) he was an employee of United Stand Moving and (2) United Stand Moving regularly employed four or more employees. Since there is no evidence in the record to establish eMove as Appellant's statutory employer, eMove does not need to reach the question of whether Appellant is an employee of United Stand Moving. However, United Stand Moving has failed to make an appearance in this case to respond to any of Appellant's allegations. Additionally, eMove has not received a brief or a request for an extension to file the same from the South Carolina Uninsured Employers' Fund. As such, eMove responds to Appellant's additional allegations and contends Appellant similarly failed to meet his burden of proving an employment relationship exists with United Stand Moving.

Appellant concedes all of eMove's employees are located in Arizona; and therefore, does not contend he was a direct employee of eMove. Appellant contends United Stand Moving was his direct employer at the time of his accident. Appellant bears the burden of proving the employment relationship. Dawkins v. Capitol Const. Co., 250 S.C. 406, 410, 158 S.E.2d 651, 653 (1967). The general test in determining the existence of an employer/employee relationship is whether the alleged employer has "the right and authority to control and direct the particular work or undertaking, as to the manner or means of its accomplishment." Young v. Warr, 252 S.C. 179, 189, 165 S.E.2d 797, 802 (1969). In determining the control issue, our courts use four factors: (1) direct evidence of the right or exercise of control; (2) method of payment; (3) furnishing of equipment; and (4) right to fire. Tharpe v. G.E. More Co., et al, 254 S.C. 196, 200, 174 S.E.2d 397, 399 (1970). Each factor is weighed evenly. Wilkinson v. Palmetto State Transp. Co., 382 S.C. 295, 676 S.E.2d 700 (2009).

RIGHT TO CONTROL

Courts universally recognize it is the right of control, not the actual exercise of control that is dispositive. Wilkinson v. Palmetto State Trans. Co., 382 S.C. 295, 299, 676 S.E.2d 700, 702 (2009). This rule does not mean an owner creates an employee/employer relationship with an independent contractor simply because some control is exercised. Id. at 302, 676 S.E.2d at 703. As Professor Larson recognizes, if a right of control of the details of the work goes no further than is necessary to ensure satisfactory end results, it does not establish employment. 3 Arthur Larson & Lex K. Larson, Larson's Workers' Compensation Law § 61.03 (2000). Specifically, Professor Larson states: "An owner, who wants to get work done without becoming an employer, is entitled to as much control of the details of the work as is necessary to ensure that he gets the end result from the contractor that he bargained for." Id. at § 61.03[1]; See also, e.g., Crim v. Decorator's Supply, 291 S.C. 193, 352 S.E.2d 528 (1987).

Appellant's full-time job was as a waiter at Outback Steakhouse. (R. p. 45, line 22– p. 46, line 3). He performed a few jobs for Sean Unterkoefer loading and unloading trucks rented by United Stand Moving between April/May 2010 and August 2010. (R. p. 46, lines 6-10; R. p. 144, lines 13-20). In the few jobs he completed for United Stand Moving, Unterkoefer did not exercise control over the work Appellant performed. (R. p. 144, line 21–p. 145, line 20). Unterkoefer called Appellant with the customer's information and Appellant followed up to complete the job without supervision. (Id.) The date and time of the job was strictly dictated by the customer. (R. p. 139, lines 17–25). Upon completion of the job, Appellant received cash for the entire cost of the job. (R. p. 144, line 21–p. 145, line 20). Unterkoefer did not financially benefit from any job Appellant performed unless Unterkoefer and Appellant performed the job together. (Id.)

METHOD OF PAYMENT

Long standing South Carolina law establishes that paying by the job and/or sharing profits and expenses with the alleged owner, is indicative of independent contractor status, not employee status. McDowell, et al. v. Stilley Plywood Co., et al., 210 S.C. 173, 41 S.E.2d 872 (1947); Tharpe, 254 S.C. at 200, 174 S.E.2d at 399.

Appellant was paid by the job and split his earnings with the number of men in the moving crew on that particular day. (R. p. 144, line 21-p. 145, line 20). As mentioned above, Appellant received cash for the entire cost of the each job and split profits with Unterkoefer when they performed jobs together. (R. p. 144, line 21-p. 145, line 20).

FURNISHING OF EQUIPMENT

Sean Unterkoefer d/b/a United Stand Moving provided a labor service to its customers, and therefore, Unterkoefer did not have his own moving truck or equipment. (R. p. 139, lines 11-16). United Stand Moving did not have a company uniform, nor did United Stand Moving provide Appellant with any equipment. (Id.) Appellant used his own transportation to travel to and from a customer's residence. (R. p. 141, lines 14-19). The moving equipment was provided by the customer. (R. p. 139). The customer rented and picked up a moving truck, which included a dolly and moving pads. (Id.) The equipment was paid for and provided by the customer through its rental agreement with the truck rental company. (R. p. 139).

RIGHT TO FIRE

Our Supreme Court in Tharpe made the following observations citing Larson, "the absolute right to terminate the relationship without liability is not consistent with the concept of independent contract, under which the contractor should have the legal right to complete the project contracted for and to treat any attempt to prevent completion as a breach of contract." Id.

at 201, 174 S.E.2d at 399. Ferguson could decline or refuse to perform a job. (R. p. 50, lines 21-23; R. p. 154, lines 14-17). Equally, Unterkoefer could choose to use someone other than Ferguson on a job. (Id.). There was no set schedule and Ferguson did not work on a consistent basis. (Id.)

Appellant was not an employee of United Stand Moving. He was an independent contractor at best. Appellant himself admitted he would defer to Unterkoefer on whether or not United Stand Moving had any employees. (R. p. 67, line 24–p. 68, line 2). Unterkoefer operated a sole proprietorship in which he performed most of the work and merely asked friends and friends of friends to assist him from time to time. Appellant would have the Court believe an employment relationship exists merely because Appellant assisted Unterkoefer on a few occasions.

The overwhelming weight of the evidence supports the Panel's determination that Appellant failed to meet his burden of proving he was an employee of United Stand Moving. Therefore, Appellant cannot even reach the question of whether a statutory employment relationship with eMove exists.

III. APPELLANT FAILED TO ESTABLISH UNITED STAND MOVING REGULARLY EMPLOYED FOUR OR MORE EMPLOYEES.

It is axiomatic the threshold question in determining whether a claim is properly before the South Carolina Workers' Compensation Commission is whether the employer has four or more employees regularly employed in the same business within South Carolina. If not, the employer is exempt. S.C. Code Ann. §42-1-360. It is also well-settled that subcontractors and statutory employees may be included in fulfilling the requirement. Ost v. Integrated Products, Inc., 296 S.C. 241, 371 S.E.2d 796 (1988).

There is no evidence in the record of eMove employing anyone in the State of South Carolina. Moreover, the preponderance of the evidence does not support Appellant's allegation that United Stand Moving was a subcontractor of eMove. Nevertheless, Appellant has the burden of proving eMove's purported subcontractor, United Stand Moving, regularly employed four or more employees. "Regularly employed" means employment of the same number of persons with some constancy throughout a relevant time period. See Hernandez-Zuniga v. Tickle, 374 S.C. 235, 647 S.E.2d 691 (Ct. App. 2007). Unterkoefler performed most of the moving jobs received through eMove.com/movinghelp.com by himself or with his friend David Coates. (R. p. 139, lines 8-17). On occasion, Unterkoefler asked other friends or acquaintances to assist him when he had more than one job at a time.

As the owner of United Stand Moving, Unterkoefler does not count in the calculation of the number of employees. S.C. Code Ann. §42-1-130. The only evidence Appellant has of any other "employees" of United Stand Moving is his own blind assertion. Appellant does not know how any other friend or acquaintance of Unterkoefler was paid to assist with moving jobs. (R. p. 63, line 16-p. 64, line 16). Moreover, he does not know the relationship between Unterkoefler and any other individual Appellant alleged to be an employee of United Stand Moving. (Id.)

As such, Appellant deferred to the testimony of Unterkoefler. Relying on Unterkoefler's testimony, United Stand Moving did not have any employees. (R. p. 139, lines 8-17). The evidence reflects Unterkoefler never had more than three people helping him at any given time and he performed most of the work himself. (Id.). Unterkoefler operated Sean Unterkoefler d/b/a United Stand Moving himself and merely found "friends here and there" to help him perform jobs. (Id.). When Unterkoefler could not complete a job on his own due to the size of the job or having multiple jobs scheduled at the same time, he asked for help or gave the job to

someone else like Appellant. (R. p. 144, line 19–p. 145, line 17). Unterkoefer did not take any money from a job unless he participated in the job. (Id). If Unterkoefer participated in the job, he split the proceeds equally with whoever he worked with. (Id).

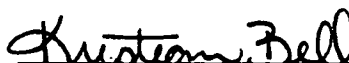
Even if Appellant is found to be an employee of Sean Unterkoefer d/b/a United Stand Moving, which the evidence does not support, there is no evidence to support a finding that anyone else served as an employee of United Stand Moving. The only evidence suggests Unterkoefer occasionally asked people to assist him, and therefore, Sean Unterkoefer d/b/a United Stand Moving did not regularly employ four or more employees. See Harding v. Plumley, 329 S.C. 580, 469 S.E.2d 29 (Ct. App. 1998) (the court found construction company with two employees paid on a consistent basis did not “regularly employ” four employees despite fact that employer occasionally hired two employees for footing and roofing subcontractors, where footing subcontractor was only paid twice during the relevant period and roofer was paid only once).

Without evidence to establish United Stand Moving regularly employed four or more employees, Appellant cannot reach the question of whether eMove is Appellant’s statutory employer. As such, Appellant’s appeal against eMove must fail and the Court should affirm the Appellate Panel’s decision.

CONCLUSION

Therefore, based on the arguments set forth above, and Appellant's lack of evidence establishing eMove as Statutory Employer, Respondents hereby respectfully request this Court affirm the Appellate Panel's decision *in toto*.

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June 9, 2014

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SOUTH CAROLINA
Workers' Compensation Commission
Andrea C. Roche, Commissioner

WCC File No. 1023143

Case Tracking No: 2013-001896

George Ferguson Claimant/Appellant.

v.

New Hampshire Insurance Company,
Carrier for AMERCO/U-HAUL International,
Sean Unterkoefer d/b/a United Stand Moving,
Employer, and the S.C. Workers' Compensation
Uninsured Employers' Fund Defendants/Respondents.

CERTIFICATE OF COUNSEL

The undersigned certifies that Respondents Final Brief complies with Rule 211(b), SCACR and the August 13, 2007 Order from the South Carolina Supreme Court entitled "Interim Guidance Regarding Personal Identifiers and Other Sensitive Information in the Appellate Court Filings."

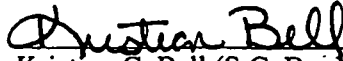
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SC Court of Appeals

[SIGNATURE PAGE TO FOLLOW]

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Columbia, South Carolina
June 9, 2014

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM SOUTH CAROLINA
Workers' Compensation Commission

WCC File No. 1023143

George Ferguson, Claimant,

Appellant,

v.

New Hampshire Insurance Company, Carrier for Amerco/U-Haul International, and Sean P. Unterkoefler
d/b/a United Stand Moving, Employer, and S.C. Workers' Compensation Uninsured Employers Fund,

Respondents.

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ARGUMENT

I. George Ferguson is the statutory employee of eMove [in Reply to Brief of Respondent at pages 9-10].

The parties agree eMove is Ferguson's statutory employer if revenue from moving activities "(1) are an important part of the trade or business of the employer [or] (2) are a necessary, essential, and integral part of the business of the employer . . ." Brief of Respondent, page 9, quoting Glass v. Dow Chemical Co., 325 S.C. 198, 482 S.E.2d 49 (1997). Although agreeing this is the correct test, eMove contends Ferguson failed to prove either test, arguing: "There is no testimony from eMove on its business' revenue sources in the record." Brief of Respondent, page 10.

As described in detail in Appellant's Brief, eMove's own documents prove its revenue came entirely from the 15% markup applied to the moving services performed by its subcontractors. Moreover, at the trial itself, eMove conceded "that they received 15% of the negotiated price" paid by the consumer. [R. p. 42, lines 7-13]. eMove produced no evidence to contradict, explain or rebut the documentary evidence or their admission at trial. The Court should reject eMove's reliance on its own failure to call a witness or otherwise rebut the documentary evidence. Cf. Canady v. Martschink Beer Distributors, 255 S.C. 119, 177 S.E.2d 475 (1970) (It is well settled in this State that if a party fails to produce the testimony of an available witness on a material issue in the cause, it may be inferred that such testimony, if presented, would be adverse to the party who fails to call the witness.).

For Ferguson to prove his statutory employment case, he only needed adduce evidence that the moving services were an important or essential revenue source for eMove. See Voss v. Ramco, Inc., 325 S.C. 560, 566, 482 S.E.2d 582, 585 (Ct.App.1997)(finding a manufacturer of small

equipment was the statutory employer of field salespeople because selling the equipment was an essential part of the manufacturer's business without which it could not remain in business). eMove's new assertion on appeal that it might have other unspecified sources of revenue is entirely unproven and irrelevant. eMove never denies it received a 15% markup on moving services performed by its subcontractors. Instead, it tries to recharacterize its revenue stream by arguing "eMove only charged Unterkoefer 15% of any completed job in exchange for listing his company on its website." [Brief of Respondents, page 10].

This argument must fail. eMove is not the telephone book; it is not a newspaper – it is not even a free review based website like TripAdvisor.com. eMove does not sell advertising; it does not charge for advertising. The subcontractors do not pay eMove; the consumers of moving services pay eMove. eMove did not *charge* Unterkoefer anything; eMove *paid* Unterkoefer.

The central purpose underlying the statutory employer doctrine "is to prevent owners and contractors from subcontracting out their work to avoid liability for injuries incurred in the course of employment." Fortner v. Thomas M. Evans Const. and Development, LLC, 741 S.E.2d 538, 402 S.C. 421 (Ct. App. 2013), *quoting* Glass v. Dow Chem. Co., 325 S.C. 198, 201 n. 1, 482 S.E.2d 49, 50 n. 1 (1997). Cases like this are exactly why we have the statutory employment doctrine.

The Court should reverse and find Ferguson was the statutory employee of eMove/U-Haul.

II. George Ferguson is the Direct Employee of Sean Unterkoefer d/b/a United Stand Moving [in Reply to Respondents' argument at pages 11-14].

The parties agree that whether Ferguson's relationship with Unterkoefer is as an employee or an independent contractor is controlled by the four factors which determine the right of control: 1) direct evidence of the right or exercise of control; 2) furnishing of equipment; 3) right to fire; and 4) method of payment. Wilkinson ex rel. Wilkinson v. Palmetto State Transp. Co., 382 S.C. 295, 676 S.E.2d 700 (2009).

Right of Exercise of Control

Respondents contend "Unterkoefler did not exercise control over the work [Ferguson] performed [because the] date and time of the job was strictly dictated by the customer." [Brief of Respondents, page 12]. However, the fact Unterkoefer told Ferguson when and where to go *supports* an employer/employee relationship. See Spivey v. D.G. Constr. Co., 321 S.C. 19, 467 S.E.2d 117 (Ct.App.1996)(employment relationship shown when employer instructed worker where to report and "explained to worker exactly what needed to be done"). Furthermore, there were some jobs where Ferguson was the only employee working directly under Unterkoefer on-site supervision. [[R. p. 61, lines8-9].

There is nothing in the relationships among the parties inferring that Ferguson was an independent contract. Unterkoefer had a written contract with eMove. eMove contracted with Unterkoefer to do the moving work – providing him with the date, time, location, and scope of the work. Ferguson had no contact whatsoever with eMove. His relationship was entirely to work as either a direct helper for Unterkoefer or as part of a two-man crew employed by Unterkoefer at Unterkoefer's direction. Merely because Ferguson's employment was his second part-time job does

not mean it was not employment – if anything, the part-time nature supports the inference of employer/employee. Ferguson had no business cards, no business license, no contract – in short, none of the indicia of operating as a contractor.

Method of Payment

As to the method of payment, Respondents overlook Ferguson's testimony that he was paid \$17.50 per hour. [R. p. 47, lines 16-24]. Hourly wages are a strong indicator that the worker is an employee. See South Carolina Industrial Commission v. Progressive Life Ins. Co., 242 S. C. 547, 550, 131 S.E.2d 694, 695 (1963)(insurance agents who were paid guaranteed minimum wage were employees); Spivey v. D.G. Constr. Co., 321 S.C. 19, 467 S.E.2d 117 (Ct.App.1996)(fact worker was paid \$8.00 per hour was evidence that he was an employee).

Ferguson did not know how much eMove paid Unterkoefer for any given job. However, he was always paid directly by Unterkoefer. Sometimes he got paid the day after a job; sometimes he got paid weekly. He testified: "It just depended on when I saw him. If we were at different sites moving, you know, on different days, I might not see him that day, so it varied." [R. p. 47, lines 7-24].

Ferguson was paid cash, so there are no written records recording how much he was paid. eMove paid Unterkoefer by PayPal after each job was completed. He would not pay Ferguson until he got the cash and saw Ferguson in person– which could be the end of the week or the next job. In total, the method of payment supports a finding that Ferguson was Unterkoefer's employee. There is no evidence to support eMove's contention that Ferguson "split profits with Unterkoefer when they performed jobs together." [Brief of Respondents, page 13].

Furnishing of Equipment

All equipment on the job (truck, dollies, moving pads) was supplied by the upstream employer, eMove. The equipment was owned by U-Haul and rented from U-Haul by the customer - the same customer who contracted with U-Haul's subsidiary, eMove, for the moving services. Ferguson supplied no equipment. This factor strongly supports an employee/employer relationship.

Right to Fire

Respondents argue:

Unterkoefer operated a sole proprietorship in which he performed most of the work and merely asked friends and friends of friends to assist him from time to time. Appellant would have the Court believe an employment relationship exists merely because Appellant assisted Unterkoefer on a few occasions. [Brief of Respondents, page 13].

Well, yes, Appellant would have the Court believe an employment relationship exists. Unterkoefer did operate a sole proprietorship. However, he plainly did not and could not perform "most of the work" – not by August 2010 when did 32 moving jobs. [R. p. 203-206]. At least five employees were mentioned by name in the testimony: George Ferguson, David Coates, Arly Barr, Kenneth Hill and Josh. [R. p. 48, lines 19-25; [R. p. 152: Tr. page 69, lines 19-25]. The records from customer surveys show Josh working at least two jobs, along with other named employees: "David", "Mark", "Mike", "CJ", "Tyrone," and "Josh." [R. p. 241-252]. Ferguson himself was working as many as five jobs a week during August before his accident on August 17, 2010. R. p. 49, lines 15-22].

Every job required a minimum of two men – which meant Unterkoefer had to use at least one employee on a job. By July and August, Unterkoefer was sending out two man crews.

Unterkoefer's operation was small – of that there is no doubt. It was nonetheless a moving

business with employees. Whether the employees were friends or friends of friends makes no difference. Unterkoefer did not merely *ask* people to help him do moving jobs for eMove – he paid them. That’s what employers do. Casual employees working in the owner’s trade business or occupation are still considered employees for workers’ compensation purposes. S.C. Code Ann. § 42-1-130 (2007). The fact Unterkoefer was a subcontractor doing moving work for a much larger employer – eMove/U-Haul – merely shows why the Legislature created the statutory employer doctrine.

The lack of a set schedule and less than consistent work does not vitiate the employee/employer relationship. Both Unterkoefer and Ferguson agreed Unterkoefer had the right to fire Ferguson. [[R. p. 46, lines 20-22; R. p. 153: Tr. Page 70, line 17-page 71, line 7]. Therefore, the Court should find the right to fire is present, thus confirming an employee/employer relationship.

III. The Commission has jurisdiction over U-Haul International [in Reply to Respondents’ argument at pages 15-17].

In their brief, for the first time in these proceedings, eMove argues “Without evidence to establish United Stand Moving regularly employed four or more employees, Appellant cannot reach the question of whether eMove is Appellant’s statutory employer.” [Brief of Respondents, page 17]. This is an incorrect statement of the law. It has never been disputed that U-Haul International itself is subject to South Carolina’s Workers’ Compensation Act.¹ eMove, through its parent U-Haul International, is insured for South Carolina workers’ compensation. See S.C. Code Ann. § 42-5-20 (2007)(“every employer who accepts the provisions of this title relative to the payment of compensation shall insure and keep insured his liability . . .”).

¹The screenshots from eMove’s computer system all bear the notation “Copyright 20012 [sic] U-Haul International, Inc.” [R. p. 187-197].

The legal question being raised by eMove is whether the employees of subcontractors other than Unterkoefer count towards the jurisdictional limit. This suggestion should be rejected. The purpose of statutory employment is to protect employees of small employers who themselves are subcontractors of larger employers. An upstream employer cannot insulate itself from liability by spreading the work around to multiple tiny subcontractors – each of whom employs less than four employees. Nor should statutory employment for any particular employee depend on whether the direct employee was subject to the Act.

To the extent there is any factual question regarding U-Haul being subject to the Act, U-Haul operates multiple moving centers throughout South Carolina.

eMove itself regularly used many subcontractors throughout South Carolina – all of whom worked each job with two man crews.² Thus, each subcontractor had one owner and at least one employee. Unterkoefer testified: “the customer would get on [eMove’s website] and there’d be a list of moving companies in that area.” [R. p. 138: Tr. Page 11, line 18-page 12, line 8]. He specifically identified one other Myrtle Beach based moving company (Quality Movers) listed on eMove’s website. [R. p. 138: Tr. Page 10, lines 3-21]. On questioning from eMove’s attorney, Unterkoefer further confirmed that once a customer puts in a moving date, “there’s a list of movers that comes up . . . “ [R. p. 143: Tr. Page 33, lines 6-14].

eMove’s website was set up with a rating system. “. . . when you go on the eMove website or Moving Help website, it lists . . . competition, it gives a customer the ability to choose the

²Although eMove disputes the legal question of whether its movers were subcontractors, eMove admits it used multiple moving companies within South Carolina. In eMove’s Statement of the Facts, “Customers created accounts on movinghelp.com in which they were able to view a *list of local movers*, select Unterkoefer’s moving company, the nature of the services needed, and the moving date and time.” [Brief of Respondents, page 5 (emphasis added)].

company . . . they want to go with, and then naturally they can see some reflection there upon your performance . . . to make their choice.” [R. p. 144: Tr. Page 34, line 25-page 35, line 11].

All of this was arranged through eMove. eMove located the customer. Unterkoefer testified: “Once my services were rendered and *the customer had chose from a list of companies*, so per se, they chose United Stand Moving, eMove would handle the order, they would send an e-mail to the customer with my contact information as well as, you know, eMove would send me the details of the job.” [R. p. 148: Tr. Page 52, line 23-page 53, line 4]. “[The customer] could choose, per se, me or any other company on there.” [R. p. 148: Tr. Page 53, lines 19-24].

As discussed in Appellant’s Brief, pages 20-22, the evidence shows Unterkoefer employed four or more persons during the critical period. In fact, he had two jobs requiring four persons (three of whom were employees) on the day Ferguson was injured. [R. p. 144: Tr. Page 36, line 1-page 37, line 12; R. p. 202-204]. In the period surrounding Ferguson’s date of accident (July 22, 2010-September 21, 2010), Unterkoefer worked scheduled or worked multiple jobs on 17 different days. On August 5th and September 13th, his company had three separate moving jobs; On August 30th and September 15th, it had four. [R. p. 202-204].

This evidence supports a finding that Unterkoefer’s business was subject to the Act. Even beyond that, it confirms eMove and the multiple moving companies it subcontracted must necessarily have collectively employed many more than four persons on a regular basis.

To summarize the issues, Ferguson can receive workers’ compensation benefits under two separate theories. Under either theory, he must prove he was an employee of Unterkoefer. If the Court finds he was an independent contractor, then his claim fails without further inquiry. Assuming he is Unterkoefer’s direct employee, he can prevail by (1) proving Unterkoefer regularly employed

four or more employees; or (2) by proving that Unterkoefer is a subcontractor for eMove/U-Haul's moving services, such that Ferguson is a statutory employee.

CONCLUSION

For the foregoing reasons, the Decision and Order of the Appellate Panel should be reversed. The Court should remand the case to the Commission for a hearing on the extent of injuries, medical treatment required, temporary total disability due, and average weekly wage.

Respectfully Submitted



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June 22, 2014

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SOUTH CAROLINA
Workers' Compensation Commission

WCC File No. 1023143

George Ferguson, Employee/Claimant, ... Appellant,

v.

Sean P. Unterkoefer d/b/a United Stand Moving, Employer,

and

AMERCO/U-HAUL International, Employer,

and

New Hampshire Insurance Company, Carrier for AMERCO/U-HAUL International,

and

S.C. Workers' Compensation Uninsured Employers' Fund Respondents.

CERTIFICATE OF COUNSEL

The undersigned certifies that this Final Reply Brief of Appellant complies with Rule 211(b), SCACR.

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JUN 24 2014

SC Court of Appeals

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