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OFFICE OF THE  
GENERAL COUNSEL

DOCKET NO. 15-10

**REVOCATION OF OCEAN TRANSPORTATION INTERMEDIARY LICENSE  
NO. 017843 – WASHINGTON MOVERS, INC.**

**MOTION FOR A DETERMINATION OF THE INSUFFICIENCY OF REQUEST FOR  
ADMISSION RESPONSES AND TO COMPEL RESPONSE TO INTERROGATORIES  
AND REQUESTS FOR PRODUCTION DIRECTED TO WASHINGTON MOVERS,  
INC.**

Pursuant to Rules 207 and 210 of the Commission's Rules of Practice and Procedure, 46 C.F.R. § 502.207, 210, the Bureau of Enforcement (BOE) files this motion for a determination of the insufficiency of answers given by Washington Movers, Inc (Respondent) in response to BOE's First Requests For Admissions (RFA), and an order compelling Respondent to respond to the discovery demands contained in BOE's First Interrogatories and Requests for Production of Documents (IRP) BOE certifies that it has conferred with counsel in a good faith effort to obtain Respondent's compliance without the necessity of filing this motion.

In support of this motion, BOE states as follows.

- 1 On March 25, 2016, the Administrative Law Judge (ALJ) served a Discovery Schedule setting June 30, 2016 as the end of the discovery period.
- 2 On April 13, 2016, BOE served discovery requests on Respondent. *See* Exhibits 18 and 19 (BOE Certificates of Service) On May 13, 2016, Respondent provided responses to BOE's

discovery requests that were either incomplete, indefinite, or both. (Exs. 20, 21, and 22 )<sup>1</sup> Between May 13, 2016 and June 6, 2016, BOE discussed with Respondent's counsel the deficiencies of the responses on several occasions. On May 26, 2016, BOE provided Respondent's counsel with a list of specific deficiencies via email which are the subject of this motion.

3 On May 27, 2016, Respondent's counsel acknowledged receipt of the list and proposed the date of June 6, 2016 for producing additional documents to which BOE agreed.

4 On June 6, 2016, counsel again conferred via telephone on this issue, but were unable to reach resolution. No further responses have been provided by Respondent.

### **Respondent's Responses To Requests For Admission Are Insufficient**

Rule 207 of the Commission's Rules of Practice and Procedure requires that when a party to an action is served a written request to admit a matter, that party must either admit or specifically deny the requested admission. 46 C.F.R. § 502.207(a)(4) In 17 of its responses to BOE's First Requests For Admissions (RFA), Respondent states the matter is "Admitted in part and denied in part." However, when explaining what was "admitted," Respondent employed the word "may" (Ex. 20, Responses to RFAs Nos. 10, 11, 14, 15, 17, 19, 21, 23, 24, 27, 29, 30, 31, 35, 36, 37, and 41)

The word "may" has many meanings and uses including the contradictory meanings of concession and possibility<sup>2</sup> Respondent's inclusion of "may" in its RFA responses<sup>3</sup> obfuscates, neither clearly admitting nor clearly denying the matter, in contravention of Commission rules. In light of the above indefiniteness and ambiguity of Respondent's response to RFAs Nos. 10, 11,

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<sup>1</sup> Respondent's responses accurately recite all of BOE's discovery requests. Therefore, to eliminate the filing of repetitive submissions, BOE is not filing separate copies of its discovery requests. However, because Respondent has raised issues relating to the instructions in BOE's Interrogatories and Requests For Production, BOE is submitting those instructions and definitions as Exhibit 23

<sup>2</sup> <http://www.merriam-webster.com/dictionary/may>

<sup>3</sup> See e.g., Ex. 20, p 13, Respondent's response to RFA No 41 "Respondent admits that Sam Ghanem may have signed Amendment 1 to the service contract with MSC "

14, 15, 17, 19, 21, 23, 24, 27, 29, 30, 31, 35, 36, 37, and 41, pursuant to 46 C.F.R. §502.207(a)(6), BOE requests a determination that each response is insufficient and that the matter be ordered admitted or an amended answer be served.

**Respondent Has Failed To Fully Comply With BOE's Request For Documents**

Respondent served a compact disc (CD) containing 70 pages of documents in response to BOE's Request For Production of documents (RFP). A copy of the CD is submitted with this motion as Exhibit 24. A description of the documents prepared by BOE is included as Exhibit 25. The documents are not identified to correspond to RFPs making it difficult to determine whether responsive documents have been furnished with respect to any given RFP. A party must label documents to correspond to the categories in the request. 46 CFR 502.206(b)(2)(v)(A). BOE requests that Respondent be compelled to identify the request for production to which each document contained on the CD corresponds. Specific deficiencies and omissions in the responses are as follows:

**RFP 1** – BOE requested signed and dated copies of federal and state tax returns for 2014 and 2015. Respondent provided an unsigned and undated copy of federal form 1120 for 2014 and an unsigned, undated copy of Maryland form 500 for 2014. No returns were provided for 2015. Signed tax returns are relevant to Sam Ghanem's capacity and role as an officer of the company. Respondent raised this issue and was one of the reasons that the Commission assigned the case for resolution by the Administrative Law Judge. See *Order Regarding Preliminary Issues*, served February 12, 2016, slip op. at 9.

Respondent also asserted qualified privilege as a basis for not producing requested tax records, but fails to provide any evidence to support its claim. A proponent of a privilege must adduce competent evidence in support of its claims and "offer more than just conclusory statements,

generalized assertions, and unsworn statements of its counsel” *United States, v All Assets Held at Bank*, 2015 U S Dist. Lexis 148719 (D.D C 2015)(requiring disclosure of tax records in response to civil discovery) Returns filed with federal and state taxing authorities may show that Sam Ghanem was serving in an official capacity on behalf of Respondent at relevant time periods. BOE is therefore entitled to discover this information.

**RFP 3 and 4** – BOE requested copies of IRS forms W-2 and W-4 for 2014 and 2015 No documents were provided. Each of these forms would identify company employees in the requested years. This information is relevant to whether Sam Ghanem was still an employee involved in the company and also to identify all employees of the company This information may lead to the discovery of the identity of employees involved in the loading and transportation of the shipment identified in BOE Ex. 3 on behalf of Respondent, an issue identified in the Commission’s *Order Regarding Preliminary Issues, supra*. Respondent’s claim of qualified privilege must also be rejected for the reasons stated above

**RFP 5** – BOE requested copies of IRS Forms/Schedules 940, 941, and 1125E for 2014 and 2015 The requested documents were not provided. The documents are relevant to the issue of whether Sam Ghanem was signing tax returns on behalf of Respondent. Sam Ghanem’s involvement with the company was a stated issue by the Commission’s *Order Regarding Preliminary Issues, supra*. Respondent’s claim of qualified privilege must also be rejected for the reasons stated above.

**RFP 6** – BOE requested copies of IRS Form 1099-MISC issued by Respondent for 2014 and 2015 No documents were provided. The requested forms would identify independent contractors employed during the requested years. This information may lead to the identify of any independent contractors employed by Respondent who participated in the loading and/or transportation of the shipment identified in BOE Ex. 3, an issue that was identified in the Commission’s *Order*

*Regarding Preliminary Issues, supra.* Respondent's claim of qualified privilege must also be rejected for the reasons stated above.

**RFP 7** – BOE requested copies of all signed checks drawn on any bank or financial information for the years 2014 and 2015. Respondent furnished copies of 7 checks all dated in 2016. Respondent objected to furnishing other checks. These documents would show whether Sam Ghanem was signing checks on behalf of Respondent and therefore are relevant to the issue of Sam Ghanem's capacity with the company in 2014 and 2015. Checks signed by Norma Ghanem in 2016 are not responsive to the request. The claim of undue burden is not supported by any facts to permit a determination of the existence of an undue burden.

**RFP 8** – BOE requested copies of signature cards for all bank accounts in 2013, 2014 and 2015. Copies of bank signature cards for one account for 2015 and 2016 were furnished, but not for 2013, 2014, or for other accounts. Respondent asserted that the request exceeds the information identified in the Discovery Schedule served March 25, 2016, which has previously been furnished.

First, the Discovery Schedule did not or purport to limit the information either party could discover. Second, Respondent did not furnish the signature card for 2014 as requested in BOE's request or the Discovery Schedule. Third, information related to signature authority for other accounts is relevant because the one account for which signature cards were furnished was only opened in November 2014. Respondent has been an ongoing business for many years and presumably maintained at least one bank account prior to November 2014. Such other signature cards would establish whether Sam Ghanem has authority over such financial accounts. Finally, signature cards for 2013 would demonstrate whether there was any change in signature authority between 2013 and 2014.

**RFP 9, 10** – BOE requested copies of company by-laws and minutes of meetings. No documents were furnished notwithstanding that the response refers to the “enclosed disc” By-laws and minutes of any meetings are necessary to determine whether transfer of stock was accomplished in accordance with by laws. Respondent fails to present any facts to permit a determination that furnishing the requested information constitutes an undue burden.

**RFP 11** – BOE requested copies of all records related to transfer of stock reflected in WMI Ex. A and B Response referred only to WM Ex. A and B However, WM Ex. A refers to a “separate instrument” transferring all right, title, and interest in the shares, and also that such transfer will be “reflected on the books and records of the Corporation” Consequently, it appears that other records exist related to the stock transfer which have not been furnished.

**RFP 12** – BOE requested copies of all real estate, commercial or personal service contracts signed on behalf of WMI dating back to Jan. 1, 2014 Respondent refers to the “enclosed disc” without identifying the responsive documents. The requested documents are relevant to the issue of Sam Ghanem’s capacity in acting on behalf of the company Respondent fails to present any facts to permit a determination that furnishing the requested information constitutes an undue burden.

**RFP 13** – BOE requested copies of all service contracts signed between Jan. 1, 2014 and the present. None were furnished notwithstanding that the response refers to the “enclosed disc” Copies of the service contracts are relevant to the issues of Sam Ghanem’s capacity and the extent to which he acted on behalf of the company Respondent fails to present any facts to permit a determination that furnishing the requested information constitutes an undue burden.

**RFP 15** – BOE requested copies of documents related to the shipment identified in BOE Ex. 3 Respondent contends that no documents exist within the relevant time period described in the instructions to BOE’s RFP However, the instruction relied upon by Respondent is prefaced with

the phrase “Except as otherwise noted” (Ex. 23, p 2, No 2 ) The shipment identified in Ex. 3 for which documents are specifically requested occurred in 2013 As such, this request is a specific exception to the general time period covered in the discovery request. Therefore the production request falls within the exception phrase and documents related to the 2013 shipment must be provided.

**Respondent’s Answers To The Following Interrogatories Are Incomplete and Evasive**

**No. 1, 2, 3** – BOE requested the identity of any property owned, leased or used by Respondent dating back to Jan. 1, 2014 Respondent identified one property, owned solely by Norma Ghanem, and states that she has “an ownership interest in all property owned by her company ” This is not responsive to the interrogatory, i.e., to identify any property owned, leased or used by Respondent and the identity of all individuals with an ownership interest in the property The answer is not responsive to whether other persons, such as Sam Ghanem, may have ownership interests in other companies, which in turn, may have an ownership interest in Respondent. This information is relevant to Sam Ghanem’s interests, direct and indirect, that relate to Respondent’s operations. The response is incomplete and evasive in view of Response to Interrogatory 4 which states that Respondent “is affiliated with many different companies”

**No. 4, 5, 6** – BOE requested the identity of all companies affiliated (as defined in Definition No 19)<sup>4</sup> with Respondent. This information is relevant to Sam Ghanem’s interests in other companies whose affiliation with Respondent may lead to discovery of a continuing relationship between Sam Ghanem and Respondent. The response claims that Respondent has “many affiliations”, but identifies only 3 companies. Respondent cannot be allowed to pick and choose what it will

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<sup>4</sup> Ex. 23, p 5, No. 19

disclose. Respondent must disclose all companies that meet the definition of affiliation set forth in the instructions.

**No. 7, 8** – BOE requested the identity of all bank accounts maintained by Respondent dating back to 2013 and the identity of individuals authorized to withdraw, transfer, or pledge funds from such accounts. Respondent identified one bank account, which according to other documents furnished by Respondent was opened in November 2014. This information is relevant to Sam Ghanem's capacity to act on behalf of Respondent in the period prior to November 2014. Respondent maintains that it has been in business for more than 15 years. It has likely maintained at least one bank account prior to November 2014. Information dating back to 2013 is necessary to compare that period with 2014 to determine whether there was a change in control of bank accounts by company officials.

**No. 10** – BOE requested the identity of respondent's employees, officers and directors dating back to Jan. 1, 2014, with start and end dates. Respondent identified 4 individuals and objected to supplying more. The limited information available from Respondent's annual reports filed with Virginia State Corporation Commission indicates that this response is incomplete. The requested information is relevant to Sam Ghanem's position in the company at relevant times during the period in question, as well as involvement of other company employees in the shipment identified in BOE Ex. 3.

**No. 11** – BOE requested the identity of any officer, director, or owner of Respondent with an interest in any other entity. This information is relevant to determine whether any affiliations exist through which Sam Ghanem may be in a position to continue to control Respondent through any other affiliated companies. Respondent concedes that the requested information exists, but refuses

to disclose the same. However, it fails to present any facts to permit a determination that its objections have any validity

**No. 12** – BOE requested the identity of all real estate, commercial, or personal service contracts signed on behalf of Respondent between January 1, 2014 and the present. Respondent refers to the CD furnished with its response. BOE is unable to locate a document on the CD (Ex. 24) which is responsive to this request. The information sought is relevant to the issue of Sam Ghanem's involvement with the company in the relevant time period.

**No. 13** – BOE requested the identity of all service contracts signed on behalf of Respondent since Jan. 1, 2014. No service contracts were identified. Signed copies of Respondent's service contracts are relevant to the issue of Sam Ghanem's capacity to act on behalf of the company. Respondent has presented no facts to support its claim that the request is overly broad or unduly burdensome.

**No. 15** – BOE requested the identity of Mediterranean Shipping Company (MSC) individuals with whom Respondent communicated in arranging to book the shipment identified in BOE Ex. 3. Respondent asserts that no WMI employee communicated with an individual at MSC. In its response to interrogatory 14, Respondent identifies Sandra Rodriguez as the WMI employee who booked the shipment and possesses the knowledge of the information requested. As an employee and officer of Respondent, this information is imputed to Respondent and it must therefore be required to respond.

**No. 23** – BOE requested the identity of any inventory prepared by the federal government showing records and property taken in connection with execution of search warrant incident to Sam Ghanem's arrest. As a basis for non-compliance, Respondent asserted that BOE has access to this information from the law enforcement agency that investigated Sam Ghanem. The requested inventory is relevant as a means to determine the availability of records for examination in this

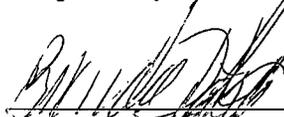
proceeding. Respondent does not deny the existence of such an inventory Respondent is incorrect that BOE has access to this information or is required to attempt to obtain it from a non-party As a party to this proceeding, Respondent is obligated to identify and furnish the requested documents.

**No. 24** – BOE requested the identity of records taken from Respondent by the federal government in connection with the arrest of Sam Ghanem. This information is relevant as a means to determine the availability of records for examination in this proceeding. Respondent is incorrect in asserting that BOE has access to this information or that BOE has a burden to obtain the information from an entity not a party to this proceeding.

### **Conclusion**

WHEREFORE, BOE respectfully requests that the ALJ (1) determine that the above identified RFA responses are insufficient and issue an order admitting those matters or requiring service of an amended answer; and (2) order Respondent to respond fully to the identified interrogatories and to produce all responsive documents sought in BOE's IRP within ten (10) days of the date of the order

Respectfully submitted,



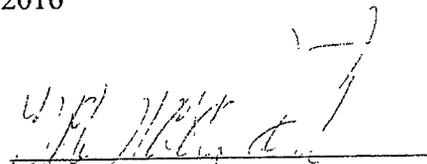
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Peter J. King, Director  
Brian L. Troiano, Deputy Director  
Brenda Doty, Attorney  
Bureau of Enforcement  
Federal Maritime Commission  
800 North Capitol St., N W  
Washington D C 20573-0001  
(202) 523-5783  
FAX (202) 523-5785  
[bdoty@fmc.gov](mailto:bdoty@fmc.gov)

**EXHIBIT 18**

## CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Bureau of Enforcement's First Requests For Admission Directed To Washington Movers, Inc. was served upon counsel for Respondent identified below by delivering the aforementioned document via email transmission and also by first class mail with postage prepaid this 13th day of April, 2016

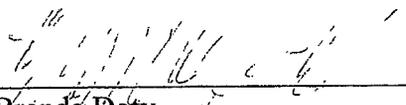
  
Brenda Doty

George R. A. Doumar  
Raj H. Patel  
2000 N 14<sup>th</sup> Street  
Suite 210  
Arlington, VA 22201  
[gdoumar@doumarmartin.com](mailto:gdoumar@doumarmartin.com)  
[rpatel@doumarmartin.com](mailto:rpatel@doumarmartin.com)

# **EXHIBIT 19**

### CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Bureau of Enforcement's First Interrogatories and Requests For Production Of Documents Directed To Washington Movers, Inc. has been served upon Counsel for Respondent identified below by email transmission and by first class mail with postage prepaid this 13<sup>th</sup> day of April, 2016

  
Brenda Doty

George R. A. Doumar  
Raj H. Patel  
2000 N 14<sup>th</sup> Street  
Suite 210  
Arlington, VA 22201  
[gdoumar@doumarmartin.com](mailto:gdoumar@doumarmartin.com)  
[rpatel@doumarmartin.com](mailto:rpatel@doumarmartin.com)

# **EXHIBIT 20**

**BEFORE THE  
FEDERAL MARITIME COMMISSION**

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**DOCKET NO. 15-10**

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**REVOCATION OF LICENSE NO. 017843  
WASHINGTON MOVERS, INC.**

**WASHINGTON MOVERS INTERNATIONAL, INC.'S OBJECTIONS AND  
RESPONSES TO THE BUREAU OF ENFORCEMENT'S REQUESTS FOR  
ADMISSIONS NOS. 1-52**

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Pursuant to 46 CFR 502.207 Respondent Washington Movers International, Inc. ("Washington Movers" or "Respondent") respectfully objects and responds to the Bureau of Enforcement's ("Petitioner" or the "BOE") requests for admissions nos. 1-52.

**GENERAL OBJECTIONS**

In its responses to the Bureau of Enforcement's requests, Washington Movers International, Inc. makes the following general objections:

1. Washington Movers objects to the BOE's definitions to the extent they seek to expand the requirements of, or are inconsistent with, the Federal Maritime Commission's Rules of Practice and Procedure.
2. Washington Movers objects to the BOE's requests to the extent that they seek information not in the possession, custody, or control of Defendant.
3. Because Washington Movers' investigation and discovery are continuing, Washington Movers reserves the right to supplement, amend, modify, correct or change its responses to any of the BOE's requests to the extent additional facts become known.

4. These general objections are referred to herein as "general objections" and are incorporated by reference into each of Washington Movers specific objections and responses set forth below. The following answers are made subject to and in reliance on the general objections set forth above.

### **RESPONSES**

1. The documents identified and admitted as BOE Ex. 3 are true copies of documents issued for the shipment which served as the basis for Sam Ghanem's conviction identified in BOE Ex.

2.

**RESPONSE: Admitted.**

2. The individual identified as Sandra in BOE Ex. 3 is Sandra Rodriguez.

**RESPONSE: Admitted.**

3. Sandra Rodriguez was an employee of Washington Movers at the time of booking the shipment identified in BOE Ex. 3

**RESPONSE: Admitted.**

4. Sandra Rodriguez booked the shipment identified in BOE Ex. 3 with Mediterranean Shipping Company (MSC).

**RESPONSE: Admitted.**

5. Sandra Rodriguez booked the shipment identified in BOE Ex. 3 on behalf of Washington Movers.

**RESPONSE: Admitted.**

6. The shipment identified in BOE Ex. 3 was booked to be transported under MSC service contract no 13-306ww

**RESPONSE. Admitted.**

7. MSC service contract no 13-306ww was a service contract between MSC and Washington Movers in effect at the time of booking the shipment described in BOE Ex. 3

**RESPONSE Admitted.**

8. MSC service contract no 13-306ww was signed by Sam Ghanem as President of Respondent.

**RESPONSE: Admitted.**

9 Respondent maintains facilities at 7913 Cryden Way, District Heights, MD, 20747, at which it conducts its NVOCC business.

**RESPONSE: Admitted.**

10. Shipping container number MSCU91 19445 identified in BOE Ex. 3 was transported to Respondent's facility on or about December 20, 2013, by an employee or contractor of Respondent.

**RESPONSE. Admitted in part and denied in part.**

Respondent admits that shipping container number MSCU91 may have been transported to its facilities. Respondent denies that said container was transported by any of its employees or contractors, who were given authority to do so or had knowledge of the contents of the container. Respondent denies any other facts, whether express or implied.

11. Shipping container number MSCU9119445 was loaded at Respondent's facility by one or more of Respondent's employees on or about December 21, 2013

**RESPONSE. Admitted in part and denied in part.**

Respondent admits that shipping container number MSCU91 may have been loaded at its facilities. Respondent denies that said container was loaded by any of its employees or contractors, who were given authority to do so or had knowledge of the contents of the container. Respondent denies any other facts, whether express or implied.

12. When loaded, shipping container number MSCU9119445 contained the prohibited articles that served as a basis for Sam Ghanem's conviction.

**RESPONSE. Admitted.**

13. The documents appended hereto as BOE Ex. 10 are true copies of email exchanges between Sam Ghanem and Sandra Rodriguez on behalf of Washington Movers in connection with the negotiation of a service contract with Turkon Container Transport and Shipping, Inc. (Turkon).

**RESPONSE: Admitted.**

14. On or about April 7, 2014, Sandra Rodriguez represented to Turkon that Sam Ghanem was President of Washington Movers, Inc.

**RESPONSE: Admitted in part and denied in part.**

Respondent admits that Ms. Rodriguez may have represented that Sam Ghanem was the President of Washington Movers. Respondent denies that Sam Ghanem, in fact, was the President of Washington Movers. Respondent denies any other facts, whether express or implied.

15. In the month of April, 2014, Sam Ghanem acted on behalf of Washington Movers in negotiating a service contract with Turkon.

**RESPONSE: Admitted in part and denied in part.**

Respondent admits that Sam Ghanem may have negotiated a service contract with Turkon. Respondent denies that Sam Ghanem was acting on behalf of Washington Movers, as its President. Respondent denies any other facts, whether express or implied.

16. The document appended hereto as BOE Ex. 11 is a true copy of Turkon Container Transport and Shipping Inc. service contract no 2014-667

**RESPONSE: Admitted.**

17. Turkon service contract no.2014-667 was signed on or about April 7, 2014 by Sam Ghanem as President of Washington Movers.

**RESPONSE: Admitted in part and denied in part.**

Respondent admits that Sam Ghanem may have signed a service contract with Turkon. Respondent denies that Sam Ghanem was acting on behalf of Washington Movers, as its President. Respondent denies any other facts, whether express or implied.

18. The document appended hereto as BOE Ex. 12 is a true copy of Amendment 4 to United Arab Shipping Co (UASC) service contract no. 252641

**RESPONSE: Admitted.**

19. Amendment 4 to UASC service contract no 252641 was signed on or about April 28, 2014 by Sam Ghanem as the duly authorized representative of Washington Movers, Inc.

**RESPONSE: Admitted in part and denied in part.**

Respondent admits that Sam Ghanem may have signed an amendment to a service contract with UASC Respondent denies that Sam Ghanem was acting as on behalf of Washington Movers, as its President. Respondent denies any other facts, whether express or implied.

20. The documents appended hereto as BOE Ex. 13 are true copies of email transmissions between Respondent and MSC

**RESPONSE: Admitted.**

21. In the month of July, 2014, Sam Ghanem as President of Washington Movers negotiated with Mr Randolph Armstrong, District Sales Manager of MSC for the renewal of a service contract between Respondent and MSC

**RESPONSE Admitted in part and denied in part.**

Respondent admits that Sam Ghanem may have negotiated a service contract with MSC. Respondent denies that Sam Ghanem was acting on behalf of Washington Movers, as its President. Respondent denies any other facts, whether express or implied.

22. The document appended hereto as BOE Ex. 14 is a true copy of pages 1-4 of Mediterranean Shipping Company (MSC) service contract no 14-425ww

**RESPONSE: Admitted.**

23. MSC service contract no. 14-425ww was signed on or about August 2, 2014 by Sam Ghanem as President of Washington Movers, Inc.

**RESPONSE Admitted in part and denied in part.**

Respondent admits that Sam Ghanem may have signed a service contract with MSC Respondent denies that Sam Ghanem was acting on behalf of Washington Movers, as its President. Respondent denies any other facts, whether express or implied.

24. In the month of October, 2014, Sam Ghanem as President of Washington Movers engaged in rate negotiations with Mr Randolph Armstrong, District Sales Manager of MSC

**RESPONSE: Admitted in part and denied in part.**

Respondent admits that Sam Ghanem may have negotiated rates with Mr Armstrong. Respondent denies that Sam Ghanem was acting on behalf of Washington Movers, as its President. Respondent denies any other facts, whether express or implied.

25. The document appended hereto as BOE Ex. 15 is a true copy of the signature page of Amendment 1 to MSC service contract no 14-425ww

**RESPONSE: Admitted.**

26. Amendment 1 to MSC service contract no 14-42S-ww was effective November 4, 2014

**RESPONSE: Admitted.**

27. Amendment I to MSC service contract no. 14-425ww was signed by Sam Ghanem as President of Washington Movers, Inc.

**RESPONSE: Admitted in part and denied in part.**

Respondent admits that Sam Ghanem may have signed Amendment I to the service contract with MSC Respondent denies that Sam Ghanem was acting on behalf of Washington Movers, as its President. Respondent denies any other facts, whether express or implied.

28. Sam Ghanem was authorized by Respondent to open bank or financial institution accounts on behalf of Respondent in 2014

**RESPONSE· Denied.**

29 The Industrial Bank corporate bank account identified in WMI 0004-0008 was opened on or about November 12, 2014 by Sam Ghanem as President of Respondent.

**RESPONSE. Admitted in part and denied in part.**

Respondent admits that Sam Ghanem may have opened a bank account for respondent in 2014 Respondent denies that Sam Ghanem was Washington Movers President, when he allegedly opened a bank account for Respondent in 2014 Respondent denies any other facts, whether express or implied.

30. In the month of March, 2015, Sam Ghanem on behalf of Washington Movers requested from Mr Randolph Armstrong, District Sales Manager of MSC the addition of certain freight rates to its existing service contract with MSC

**RESPONSE Admitted in part and denied in part.**

Respondent admits that Sam Ghanem may have asked Mr Armstrong for the addition of certain freight rates. Respondent denies that Sam Ghanem was acting on behalf of Washington Movers, as its President. Respondent denies any other facts, whether express or implied.

31. In the month of July, 2015, Sam Ghanem on behalf of Washington Movers communicated with Mr Randolph Armstrong, District Sales Manager of MSC for the renewal of its service contract with MSC

**RESPONSE: Admitted in part and denied in part.**

Respondent admits that Sam Ghanem may have communicated with Mr Armstrong regarding a service contract. Respondent denies that Sam Ghanem was acting on behalf of Washington Movers, as its President. Respondent denies any other facts, whether express or implied.

32. The document appended hereto as BOE Ex 16 is a true copy of pages 1-4 of MSC service contract no 15-1070TB

**RESPONSE: Admitted.**

33. MSC service contract no 15-1070TE was signed on or about August 2, 2015 by Sam Ghanem as President of Washington Movers, Inc.

**RESPONSE: Denied.**

BOE Ex. 16 indicates that the contract was effective as of August 2, 2015, however, the exhibit does not indicate when Mr Ghanem signed the contract.

34. On or about August 14, 2015, Sam Ghanem as President of Respondent authorized the addition of Norma Ghanem as Vice President of Respondent, to be an authorized signer on the corporate bank account with the Industrial Bank, Washington, D C. identified in WMI 0004-0008

**RESPONSE: Admitted in part and denied in part.**

Respondent admits that Norma Ghanem became a signatory to the bank account in August 2015 Respondent denies that Sam Ghanem, in fact, was Washington Movers' President at the time. Respondent denies any other facts, whether express or implied.

35. In signing the Bank Account Signature Card and the Corporate Authorization Resolution identified in WMI 0007-0008 on or about August 14, 2015, Sam Ghanem represented and certified to the Industrial Bank, Washington, D C that he was President of Respondent.

**RESPONSE: Admitted in part and denied in part.**

Respondent admits that Sam Ghanem may have represented that he was President of Washington Movers. Respondent denies that Sam Ghanem, in fact, was Washington Movers' President at the time. Respondent denies any other facts, whether express or implied.

36. In signing the Bank Account Signature Card and the Corporate Authorization Resolution identified in WMI 0007-0008 on or about August 14, 2015, Norma Ghanem, as an officer of Respondent, represented and certified to the Industrial Bank, Washington, D C., that Sam Ghanem was President of Respondent.

**RESPONSE: Admitted in part and denied in part.**

Respondent admits that Norma Ghanem may have signed as vice president of Washington Movers. Respondent denies that Norma Ghanem, in fact, was Washington Movers' vice president. Respondent denies any other facts, whether express or implied.

37. In signing the Bank Account Signature Card and the Corporate Authorization Resolution identified in WMI 0007-0008 on or about August 14, 2015, Norma Ghanem, as an officer of Respondent, represented and certified to the Industrial Bank, Washington, D C., that she was Vice-President of Respondent.

**RESPONSE: Admitted in part and denied in part.**

Respondent admits that Norma Ghanem may have signed as vice president of Washington Movers. Respondent denies that Norma Ghanem, in fact, was Washington Movers' vice president. Respondent denies any other facts, whether express or implied.

38. In the month of October, 2015, Sam Ghanem on behalf of Washington Movers sent to Mr Randolph Armstrong, District Sales Manager of MSC a request for ocean rates for the transportation of automobiles and household goods from Baltimore to Arica, Chile.

**RESPONSE. Denied.**

39 The document appended hereto as BOE Ex. 17 is a true copy of the signature page of Amendment 1 to MSC service contract no 15-1070TE.

**RESPONSE: Admitted.**

40 Amendment 1 to MSC service contract 15-1070TE was effective December 28, 2015

**RESPONSE: Admitted.**

41 Amendment 1 to MSC service contract 15-1070TE was signed by Sam Ghanem as President of Washington Movers, Inc.

**RESPONSE: Admitted in part and denied in part.**

Respondent admits that Sam Ghanem may have signed Amendment I to the service contract with MSC Respondent denies that Sam Ghanem was acting on behalf of Washington Movers, as its President. Respondent denies any other facts, whether express or implied.

42. The signature appearing on the signature page of Amendment I to MSC service contract no. 15-1070TE is the true signature of Sam Ghanem.

**RESPONSE: Respondent does not have sufficient information to authenticate Mr. Ghanem's signature, and thus admit or deny this request.**

43. On or about October 8, 2015, Sam Ghanem commenced his 18 month term of incarceration identified in BOE Ex. 2.

**RESPONSE. Admitted.**

44. Sam Ghanem continued to be employed by Respondent after January 1, 2014

**RESPONSE: Admitted.**

45. Sam Ghanem continued to act on behalf of Respondent after January 1, 2014

**RESPONSE: Admitted.**

46. Acting through its officers and employees, Respondent made oral and written representations to third parties that Sam Ghanem was authorized to act on its behalf after January 1, 2014

**RESPONSE Admitted.**

47 Respondent knew or had reason to know that Sam Ghanem continued to act on behalf of Respondent after January 1 2014

**RESPONSE: Admitted.**

48. Sam Ghanem signed one or more contracts on behalf of Respondent after January 1, 2014

**RESPONSE. Admitted.**

49. Between January 1, 2014 and December 28, 2015, no person employed by Washington Movers other than Sam Ghanem signed a service contract on behalf of Respondent.

**RESPONSE: Admitted**

50. Washington Movers' first notification to the State Corporation Commission of Virginia that Sam Ghanem was no longer an officer of Respondent was filed with and accepted by that Commission on February 16, 2016

**RESPONSE: Denied.**

51. Washington Movers' first notification to the State Corporation Commission of Virginia that Norma Ghanem was President of Respondent was filed with and accepted by that Commission on February 16, 2016

**RESPONSE. Denied.**

52. Sam Ghanem remained as an authorized signer on the corporate bank account identified in WMI 0004-0008 until March 23, 2016

**RESPONSE: Admitted.**

DATED May 13, 2016

Respectfully Submitted,

/s/ George R.A. Doumar  
George R.A. Doumar, VSB #26490  
Raj H Patel, VSB #87893  
Doumar Martin PLLC  
2000 N 14<sup>th</sup> Street - Suite 210  
Arlington, Virginia 22201  
Tel 703-243-3737  
Fax. 703-524-7610  
gdoumar@doumarmartin.com  
rpatel@doumarmartin.com

**CERTIFICATE OF SERVICE**

I certify that I served a copy of the foregoing document on May 13, 2016 via e-mail and first class mail, postage prepaid to

Peter J King  
Brian L. Troiano  
Brenda Doty  
Bureau of Enforcement  
Federal Maritime Commission  
800 N Capitol Street, NW  
Washington, DC 20573  
pking@fmc.gov  
btroiano@fmc.gov  
bdoty@fmc.gov

/s/ George R.A. Doumar  
George R.A. Doumar, VSB No. 26490  
Raj H Patel, VSB No 87893  
Doumar Martin PLLC  
2000 N 14<sup>th</sup> Street - Suite 210  
Arlington, VA 22201  
Tel 703-243-3737  
Fax 703-524-7610  
gdoumar@doumarmartin.com  
rpatel@doumarmartin.com

# **EXHIBIT 21**

**BEFORE THE  
FEDERAL MARITIME COMMISSION**

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**DOCKET NO 15-10**

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**REVOCATION OF LICENSE NO. 017843  
WASHINGTON MOVERS, INC.**

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**WASHINGTON MOVERS INTERNATIONAL, INC.'S OBJECTIONS AND  
RESPONSES TO THE BUREAU OF ENFORCEMENT'S REQUESTS FOR THE  
PRODUCTION OF DOCUMENTS NOS. 1-16**

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Pursuant to 46 CFR 502.206 Respondent Washington Movers International, Inc. ("Washington Movers" or "Respondent") respectfully objects and responds to the Bureau of Enforcement s ("Petitioner" or the "BOE") requests for the production of documents nos. 1-16 Washington Movers International, Inc. reserves its right to supplement or amend his objections and responses.

**GENERAL OBJECTIONS**

In its responses to the Bureau of Enforcement's requests, Washington Movers International, Inc. makes the following general objections:

1 Washington Movers objects to the BOE's definitions to the extent they seek to expand the requirements of, or are inconsistent with, the Federal Maritime Commission s Rules of Practice and Procedure.

2. Washington Movers objects to the BOE's requests to the extent they are unduly burdensome, call for information that is not relevant or reasonably calculated to lead to the

discovery of admissible evidence, or to the extent that they seek information equally available from sources accessible by the BOE.

3. Washington Movers objects to each request to the extent that it seeks identification or production of "all," "each," or "any" persons, documents or things responsive to the request on the ground that such request is overly broad and unduly burdensome, and calls for information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence.

4. Washington Movers objects to all requests seeking materials which "concern," "refer to," or "relate to" a general subject matter, in that such requests are vague, overbroad, unduly burdensome, and seek identification of materials protected by the attorney-client, and/or attorney work-product privileges.

5. Washington Movers objects to each request to the extent that it seeks disclosure of information that is publicly available.

6. With regard to requests to which Washington Movers has objected to on the basis that they are vague or overbroad, Washington Movers, without waiving these objections, will produce such information that it believes is responsive to each such request as reasonably construed and only for periods of time, products, and/or methods relevant to the present litigation.

7. Washington Movers objects to all requests that call for information protected by the attorney-client privilege, joint defense privilege, or any other privilege recognized by law, or the work product doctrine. Such information will not be provided in response to requests, and any inadvertent disclosure thereof shall not be deemed a waiver or any privilege with respect to such information of any work product doctrine that may be attached thereto

8. Washington Movers objects to the BOE's requests to the extent that they seek information not in the possession, custody, or control of Defendant.

9 A statement by Washington Movers that he will produce responsive documents is not a representation that any such document exists.

10. Because Washington Movers' investigation and discovery are continuing, Washington Movers reserves the right to supplement, amend, modify, correct or change its responses to any of the BOE's requests to the extent additional facts become known.

11 These general objections are referred to herein as "general objections" and are incorporated by reference into each of Washington Movers specific objections and responses set forth below. The following answers are made subject to and in reliance on the general objections set forth above.

### **SPECIFIC OBJECTIONS AND ANSWERS**

**REQUEST FOR PRODUCTION NO. 1:** Produce signed copies of all U S Federal, state, and local income tax and business tax returns including all attachments and supporting schedules filed by or on behalf of Respondent for the years 2014 and 2015, including any part year returns.

#### **RESPONSE· Objection – relevance, qualified privilege to tax returns**

Washington Movers International, Inc. objects to this request to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence. Respondent's tax returns do not make the fact that Respondent was never convicted of any wrongdoing by a court of the United States more or less likely

Washington Movers International, Inc. also holds a qualified privilege as to its tax returns.

Notwithstanding the foregoing, please see the enclosed disc.

**REQUEST FOR PRODUCTION NO. 2.** Produce copies of all payroll journals, ledgers, books or records of any type listing the employees and officers employed by Respondent at any time during the period January 1, 2014 through the present.

**RESPONSE: Objection – relevance.**

Washington Movers International, Inc. objects to this request to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence Respondent s payroll records do not make the fact that Respondent was never convicted of any wrongdoing by a court of the United States more or less likely

Notwithstanding the foregoing, please see the enclosed disc.

**REQUEST FOR PRODUCTION NO. 3:** Produce copies of all IRS Form W-2s issued by Respondent to its employees for the following years: (a) 2014, and (b) 2015

**RESPONSE: Objection – relevance, qualified privilege to information submitted to the IRS**

Washington Movers International, Inc. objects to this request to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence. Respondent’s employees Form W-2s do not make the fact that Respondent was never convicted of any wrongdoing by a court of the United States more or less likely

Washington Movers International, Inc. also holds a qualified privilege as to the tax information it submits to the IRS Tax documents, besides the tax documents provided in Respondent’s April 7, 2016 production and Washington Movers’ business tax returns, will not be produced.

**REQUEST FOR PRODUCTION NO. 4:** Produce copies of all IRS Form W-4s for Respondent's employees and in effect in for (a) 2014, and (b) 2015

**RESPONSE: Objection – vague, relevance, qualified privilege to information submitted to the IRS**

Washington Movers International, Inc. objects to his request to the extent that it is vague. Respondent does not understand what "in effect in for" means.

Washington Movers International, Inc. also objects to this request to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence. Respondent's employees Form W-4s do not make the fact that Respondent was never convicted of any wrongdoing by a court of the United States more or less likely

Washington Movers International, Inc. also holds a qualified privilege as to the tax information it submits to the IRS Tax documents, besides the tax documents provided in Respondent's April 7, 2016 production and Washington Movers' business tax returns, will not be produced.

**REQUEST FOR PRODUCTION NO. 5:** Produce signed copies of all IRS Forms 940, 941, 1120 and 1125E filed with the IRS on behalf of Respondent for the year (a) 2014, and (b) 2015

**RESPONSE: Objection –relevance, qualified privilege to information submitted to the IRS**

Washington Movers International, Inc. objects to this request to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence. Respondent's employees tax documents do not make the fact that Respondent was never convicted of any wrongdoing by a court of the United States more or less likely

Washington Movers International, Inc. also holds a qualified privilege as to the tax information it submits to the IRS Tax documents, besides the tax documents provided in Respondent's April 7, 2016 production and Washington Movers' business tax returns, will not be produced.

**REQUEST FOR PRODUCTION NO. 6:** Produce copies of all IRS Form 1099-MISC issued by Respondent for the years (a) 2014, and (b) 2015

**RESPONSE: Objection –relevance, qualified privilege to information submitted to the IRS**

Washington Movers International, Inc. objects to this request to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence. Respondent's employees tax documents do not make the fact that Respondent was never convicted of any wrongdoing by a court of the United States more or less likely

Washington Movers International, Inc. also holds a qualified privilege as to the tax information it submits to the IRS Tax documents, besides the tax documents provided in Respondent's April 7, 2016 production and Washington Movers' business tax returns, will not be produced.

**REQUEST FOR PRODUCTION NO. 7:** Produce signed copies of all checks drawn on any bank or financial institution account maintained by Respondent for the years 2014 and 2015

**RESPONSE: Objection –relevance, overly broad, unduly burdensome.**

Washington Movers International, Inc. objects to this request to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible

evidence. Respondent's check records do not make the fact that Respondent was never convicted of any wrongdoing by a court of the United States more or less likely

Washington Movers International, Inc. also objects to the extent that this request is overly broad and unduly burdensome. Respondent is longstanding and active business, which routinely writes checks in the ordinary course of business; for example, Respondent sometimes pays its rent or electric bill via check. Such information has nothing to do with the BOE's claims in this matter. It is unduly burdensome for Respondent to produce checks for a time period ranging approximately 30 months.

Notwithstanding the foregoing, please see the enclosed disc.

**REQUEST FOR PRODUCTION NO. 8:** Produce signed copies of all signature cards executed by any officer, director, or employee of Respondent for all bank or financial institution accounts maintained by Respondent at any time in the years 2013, 2014, and 2015

**RESPONSE: Objection –relevance, overly broad, unduly burdensome.**

Washington Movers International, Inc. objects to this request to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence. Respondent's signature cards do not make the fact that Respondent was never convicted of any wrongdoing by a court of the United States more or less likely

This request is also overly broad, as it exceeds the information requested by Judge Guthridge's March 25, 2016 request. This request is unduly burdensome as responsive documents to Judge Guthridge's March 25, 2016 were already produced and serve to the BOE on April 7, 2016

**REQUEST FOR PRODUCTION NO. 9:** Produce copies of Respondent's by-laws and amendments thereof since its incorporation.

**RESPONSE· Objection –relevance, overly broad, unduly burdensome.**

Washington Movers International, Inc. objects to this request to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence. Respondent's by-laws do not make the fact that Respondent was never convicted of any wrongdoing by a court of the United States more or less likely

Washington Movers International, Inc. also objects to the extent that this request is overly broad and unduly burdensome. Respondent has been in existence since the late 1990s. Copies of its by-laws and amendments dating back 20 years are unrelated to the claims at hand.

Notwithstanding the foregoing, please see the enclosed disc.

**REQUEST FOR PRODUCTION NO. 10:** Produce copies of minutes held pursuant to the Respondent's by-laws.

**RESPONSE· Objection –relevance, overly broad, unduly burdensome.**

Washington Movers International, Inc. objects to this request to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence. Respondent's meeting minutes do not make the fact that Respondent was never convicted of any wrongdoing by a court of the United States more or less likely

Washington Movers International, Inc. also objects to the extent that this request is overly broad and unduly burdensome. Respondent has been in existence since the late 1990s. Copies of its meeting minutes dating back 20 years are unrelated to the claims at hand.

Notwithstanding the foregoing, please see the enclosed disc.

**REQUEST FOR PRODUCTION NO. 11:** Produce copies of all records relating to the issuance and/or transfer of Respondent's common shares of stock from its incorporation through its present.

**ANSWER:**

Please review WM Ex. A and B

**REQUEST FOR PRODUCTION NO. 12:** Produce copies of all real estate, commercial, or personal service contracts signed on behalf of Respondent at any time during the period January 1, 2014 through the present.

**ANSWER: Objection – Relevance, overly broad, unduly burdensome.**

Washington Movers International, Inc. objects to this request to the extent that it seeks irrelevant information, which is not likely to lead to the discovery of admissible evidence. Respondent's real estate, commercial, or personal service contracts are unrelated to the matter at hand. Such information does not make the fact that Washington Movers International, Inc. was never convicted of any wrongdoing in any court in the United States, more or less likely.

Washington Movers International, Inc. also objects to this request as overly broad and unduly burdensome, as it covers a period of approximately 30 months.

Notwithstanding the foregoing, please see the enclosed disc.

**REQUEST FOR PRODUCTION NO. 13:** Produce signed copies of all service contracts signed on behalf of Respondent at any time during the period January 1, 2014 to the present.

**ANSWER: Objection – Relevance, overly broad, unduly burdensome.**

Washington Movers International, Inc. objects to this request to the extent that it seeks irrelevant information, which is not likely to lead to the discovery of admissible evidence.

Respondent's service contracts are unrelated to the matter at hand. Such information does not make the fact that Washington Movers International, Inc. was never convicted of any wrongdoing in any court in the United States, more or less likely

Washington Movers International, Inc. also objects to this request as overly broad and unduly burdensome, as it covers a period of approximately 30 months.

Notwithstanding the foregoing, please see the enclosed disc.

**REQUEST FOR PRODUCTION NO. 14:** Produce copies of all documents, including but not limited to emails, correspondence, and notes memorializing oral or written conversations and communications, issued by or to any employee or contractor of Respondent related to the contracts produced in response to Production Request 13

**ANSWER:** Objection- vague, relevance, unduly burdensome, overly broad.

Washington Movers International, Inc. objects to the extent that this request is vague. Respondent does not understand what documents the BOE is referring to, when the BOE requests "emails, correspondence, and notes memorializing written conversations and communications". To the best of Respondent's knowledge no emails, correspondence, or notes memorialize written conversations or communications.

Respondent further objects to the extent that this request seeks irrelevant information, which is not likely to lead to the discovery of admissible evidence. Employee and contractor e-mails regarding Washington Mover's transportation arrangements does not make the fact that Washington Movers International, Inc. was never convicted of any wrongdoing in any court in the United States, more or less likely

Washington Movers International, Inc. also objects to this request as overly broad and unduly burdensome, as it covers a period of approximately 30 months.

Notwithstanding the foregoing, please see the enclosed disc.

**REQUEST FOR PRODUCTION NO. 15:** Produce copies of all documents, including but not limited to shipping documents, emails, correspondence, notes memorializing oral or written conversations and communications, issued by or to any employee or contractor of Respondent related to the shipment identified in BOE Ex 3

**ANSWER:**

No such documents exist. BOE instruction number 2 states "Except as otherwise noted, discovery responses may be limited to the time period from January 1, 2014 to the present." To the best of Respondent's knowledge, since January 1, 2014 no shipping documents, emails correspondence, notes, or communications regarding the transportation arrangement reflected in BOE Ex. 3 have occurred or been made.

**REQUEST FOR PRODUCTION NO. 16:** Produce copies of all documents identified in responses to Interrogatories 1-26 that have not been otherwise produced in the above discovery requests.

**ANSWER- No objection.**

Please see the enclosed disc.

DATED May 13, 2016

Respectfully Submitted,

/s/ George R.A. Doumar  
George R.A. Doumar, VSB #26490  
Raj H. Patel, VSB #87893  
Doumar Martin PLLC  
2000 N 14<sup>th</sup> Street - Suite 210  
Arlington, Virginia 22201  
Tel 703-243-3737  
Fax. 703-524-7610  
[gdoumar@doumarmartin.com](mailto:gdoumar@doumarmartin.com)  
[rpatel@doumarmartin.com](mailto:rpatel@doumarmartin.com)

**CERTIFICATE OF SERVICE**

I certify that I served a copy of the foregoing document on May 13, 2016 via e-mail and first class mail, postage prepaid to

Peter J King  
Brian L. Troiano  
Brenda Doty  
Bureau of Enforcement  
Federal Maritime Commission  
800 N Capitol Street, NW  
Washington, DC 20573  
[pking@fmc.gov](mailto:pking@fmc.gov)  
[btroiano@fmc.gov](mailto:btroiano@fmc.gov)  
[bdoty@fmc.gov](mailto:bdoty@fmc.gov)

/s/ George R.A. Doumar  
George R.A. Doumar, VSB No 26490  
Raj H. Patel, VSB No 87893  
Doumar Martin PLLC  
2000 N 14<sup>th</sup> Street - Suite 210  
Arlington, VA 22201  
Tel 703-243-3737  
Fax. 703-524-7610  
[gdoumar@doumarmartin.com](mailto:gdoumar@doumarmartin.com)  
[rpatel@doumarmartin.com](mailto:rpatel@doumarmartin.com)

# **EXHIBIT 22**

**BEFORE THE  
FEDERAL MARITIME COMMISSION**

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**DOCKET NO. 15-10**

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**REVOCATION OF LICENSE NO. 017843  
WASHINGTON MOVERS, INC.**

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**WASHINGTON MOVERS INTERNATIONAL, INC.'S OBJECTIONS AND ANSWERS  
TO THE BUREAU OF ENFORCEMENT'S INTERROGATORIES NOS. 1-26**

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Pursuant to 46 CFR 502.205 Respondent Washington Movers International, Inc. ("Washington Movers" or "Respondent") respectfully objects and answers the Bureau of Enforcement's ("Petitioner" or the "BOE") interrogatories nos. 1-26 Washington Movers International, Inc. reserves its right to supplement or amend his objections and responses.

**GENERAL OBJECTIONS**

In its responses to the Bureau of Enforcement's interrogatories, Washington Movers International, Inc. makes the following general objections.

- 1 Washington Movers objects to the BOE's definitions to the extent they seek to expand the requirements of, or are inconsistent with, the Federal Maritime Commission's Rules of Practice and Procedure.
2. Washington Movers objects to the BOE s interrogatories to the extent they are unduly burdensome, call for information that is not relevant or reasonably calculated to lead to the

discovery of admissible evidence, or to the extent that they seek information equally available from sources accessible by the BOE.

3. Washington Movers objects to each interrogatory to the extent that it seeks identification or production of "all," "each," or "any" persons, documents or things responsive to the interrogatory on the ground that such interrogatory is overly broad and unduly burdensome, and calls for information that is not relevant or reasonably calculated to lead to the discovery of admissible evidence.

4. Washington Movers objects to all interrogatories seeking materials which "concern," "refer to," or "relate to" a general subject matter, in that such interrogatories are vague, overbroad, unduly burdensome, and seek identification of materials protected by the attorney-client, and/or attorney work-product privileges.

5. Washington Movers objects to each interrogatory to the extent that it seeks disclosure of information that is publicly available.

6. With regard to interrogatories to which Washington Movers has objected to on the basis that they are vague or overbroad, Washington Movers, without waiving these objections, will produce such information that it believes is responsive to each such interrogatories as reasonably construed and only for periods of time, products, and/or methods relevant to the present litigation.

7. Washington Movers objects to all interrogatories that call for information protected by the attorney-client privilege, joint defense privilege, or any other privilege recognized by law, or the work product doctrine. Such information will not be provided in response to interrogatories, and any inadvertent disclosure thereof shall not be deemed a waiver or any privilege with respect to such information of any work product doctrine that may be attached thereto

8. Washington Movers objects to the BOE s interrogatories to the extent that they seek information not in the possession, custody, or control of Defendant.

9. A statement by Washington Movers that he will produce responsive documents is not a representation that any such document exists.

10. Because Washington Movers' investigation and discovery are continuing, Washington Movers reserves the right to supplement, amend, modify, correct or change its answers or responses to any of the BOE s interrogatories to the extent additional facts become known.

11. These general objections are referred to herein as "general objections" and are incorporated by reference into each of Washington Movers specific objections and responses set forth below. The following answers are made subject to and in reliance on the general objections set forth above.

#### **SPECIFIC OBJECTIONS AND ANSWERS**

**INTERROGATORY NO. 1:** Identify every person who owns or has an ownership interest in any property owned, leased, or used by Respondent at any time during the period of January 1, 2014 through the present and identify said property

#### **ANSWER.**

Name: Mrs. Norma Ghanem

Title: President, Secretary, & Treasurer

Employer: Washington Movers International, Inc.

Business Address: 7913 Cryden Way, District Heights, MD 20747

Business Phone: 301-516-3000

Business E-mail: norma@wmius.com

Mrs. Ghanem owns 100% of Washington Movers International, Inc. and has an ownership interest in all property owned by her company

**INTERROGATORY NO. 2:** If any person identified in Interrogatory 1 is a company, identify all owners and officers of the company

**ANSWER:**

No company is identified in Respondent's answer to the BOE's Interrogatory 1

**INTERROGATORY NO. 3:** If title or right of ownership or right of possession to any property identified above was transferred after January 1, 2014, identify every individual involved in such transfer and explain the nature of the change.

**ANSWER:**

No title or right of ownership or right of possession to any property identified above was transferred after January 1, 2014 to or from Mrs. Norma Ghanem.

**INTERROGATORY NO. 4:** Identify every company that is affiliated with Respondent.

**ANSWER: Objection- relevance, overly broad, unduly burdensome.**

Respondent objects to this interrogatory to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence. Respondent further objects to this interrogatory as overly broad and unduly burdensome.

Respondent has conducted business for over 15 years and is affiliated with many different companies. Moreover, it is unduly burdensome to ask a long-standing business to compile a list of every other company that it is affiliated with for a period of over 2 years.

Notwithstanding the foregoing, Respondent is affiliated with.

- 1 Mediterranean Shipping Company  
Address 2200 Broening Hwy # 260, Baltimore, MD 21224  
Tel 410- 631-7567
  
2. Twin Movers of Annapolis  
Address: 9184 E Hampton Dr., Capitol Heights, MD 20743  
Tel. 202-487-1376
  
- 3 Four Seasons Trading, Inc  
Address. 3100 Kaverton Rd., Forestville, MD 20747  
Tel. 202-321-5679

**INTERROGATORY NO. 5:** For every company identified in response to Interrogatory 4, identify the persons who have an ownership interest in the affiliate and Respondent.

**ANSWER.**

No person has an ownership interest in Washington Movers International, Inc. and any company referenced by Washington Movers International, Inc. in its answer to the BOE's Interrogatory 4

**INTERROGATORY NO. 6:** For every company identified in response to Interrogatory 4, identify the persons who are officers, directors, or members of the affiliate and Respondent.

**ANSWER:**

No person is an officer, director, or member in Washington Movers International, Inc. and any company referenced by Washington Movers International, Inc. in its answer to the BOE's Interrogatory 4

**INTERROGATORY NO. 7:** Identify all bank and financial accounts which Respondent has maintained individually or jointly at any time during the period January 1, 2013 through the present by describing the type of account, name, address, and telephone number of the financial institution maintained custody of such account.

**ANSWER. Objection – relevance, overly broad.**

Washington Movers International, Inc. objects to this interrogatory to the extent that it seeks irrelevant information, which is not reasonable calculated to lead to the discovery of admissible evidence. Washington Movers International, Inc.'s bank account information for the past three years does not make the fact that Washington Movers International, Inc. was never convicted of any wrongdoing in any court in the United States, more or less likely

Washington Movers International, Inc. further objects to the extent that this interrogatory is overly broad as it requests information from 2013

Notwithstanding the foregoing, Respondent maintains the following bank account:

Name: Industrial Bank  
Account. Small Business Checking  
Address 4812 George Ave., NW, Washington, DC 20011  
Tel 202-722-2000

**INTERROGATORY NO. 8:** For each account identified in Interrogatory No 7, identify every individual authorized to withdraw, transfer, or pledge funds in any manner at any time during the period of January 1, 2014 through the present, and for each individual include the start and/or end dates of his/her authority with respect to such account.

**ANSWER:**

Name: Mrs. Norma Ghanem  
Title. President, Secretary, & Treasurer  
Employer Washington Movers International, Inc.

Business Address. 7913 Cryden Way, District Heights, MD 20747  
Business Phone: 301-516-3000  
Business E-mail norma@wmius.com

Name: Sam Ghanem  
Title: Former President of Respondent

Mrs. Norma Ghanem maintains control/authority over the bank account(s) referenced in Washington Movers International, Inc.'s answer to the BOE's interrogatory 7 Sam Ghanem was a signatory to the account from November 2014 through March 2016

**INTERROGATORY NO. 9:** Identify every individual who possessed an ownership interest in Respondent by any means at any time during the period January 1, 2014 through the present. For each individual identified, describe the type of interest held, the extent of such interest and if less than the entire period, the start and end dates of such interest.

**ANSWER.**

Name: Mrs. Norma Ghanem  
Title: President, Secretary, & Treasurer  
Employer Washington Movers International, Inc.  
Business Address. 7913 Cryden Way, District Heights, MD 20747  
Business Phone: 301-516-3000  
Business E-mail norma@wmius.com

As of January 1, 2014, Mrs. Norma Ghanem was the sole shareholder of Respondent.

**INTERROGATORY NO. 10:** Identify every individual who was or is an employee, officer or director of Respondent at any time during the period January 1, 2014 through the present. For each individual identified, state his/her title or description of position. If employed for less than the entire period, please provide start and/or end dates of such employment.

**ANSWER. Objection – Relevance, overly broad.**

Washington Movers International, Inc. objects to this interrogatory to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence. Washington Movers International, Inc. is a long standing business and sometimes employs transient employees for basic clerical or manual tasks (i.e. cleaning) To the extent that this request asks for such information it is overly broad. Notwithstanding the foregoing:

Name: Mrs. Norma Ghanem  
Title: President, Secretary, & Treasurer  
Employer: Washington Movers International, Inc.  
Business Address: 7913 Cryden Way, District Heights, MD 20747  
Business Phone: 301-516-3000  
Business E-mail. norma@wmius.com

Name: Sandra Rodriguez  
Title. Office Manager  
Employer: Washington Movers International, Inc.  
Business Address. 7913 Cryden Way, District Heights, MD 20747  
Business Phone: 301-516-3000  
Business E-mail airdocs@wmius.com

Name: Larry Black  
Title Warehouse attendant  
Employer: Washington Movers International, Inc.  
Business Address 7913 Cryden Way, District Heights, MD 20747  
Business Phone. 301-516-3000  
Business E-mail N/A  
Mid-2013 to Early 2016

Name: Sam Ghanem  
Title: Former President of Respondent

**INTERROGATORY NO. 11:** Identify any other entity in which any officer, director, shareholder, or employee of Respondent has any interest by ownership or control of such entity and for each describe the nature and time period of such interest.

**ANSWER. Objection – relevance, overly broad, unduly burdensome.**

Washington Movers International, Inc. objects to this interrogatory to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence. Respondent's officers, directors, shareholders, and employees have ownership interests in various entities, for example, Ms. Ghanem possibly holds stock in several blue-chip companies. To the extent that this requests asks for such information, it is overly broad. Furthermore, requesting that Respondent interrogate each of its employees for their ownership interests in third-party businesses and then compile a list of these businesses is unduly burdensome, especially as this information is unrelated to the claims at hand.

**INTERROGATORY NO. 12:** Identify all real estate, commercial, or person service contracts signed on behalf of Respondent at any time during the period January 1, 2014 to the present.

**ANSWER. Objection – Relevance, overly broad, unduly burdensome.**

Washington Movers International, Inc. objects to this interrogatory to the extent that it seeks irrelevant information, which is not likely to lead to the discovery of admissible evidence. Respondent's real estate, commercial, or personal service contracts are unrelated to the matter at hand. Such information does not make the fact that Washington Movers International, Inc. was never convicted of any wrongdoing in any court in the United States, more or less likely

Washington Movers International, Inc. also objects to this interrogatory as overly broad and unduly burdensome as it covers a period of approximately 30 months. Notwithstanding the foregoing, please refer the disc produced with Respondent s responses to the BOE's requests for production of documents.

**INTERROGATORY NO. 13:** Identify all service contracts signed on behalf of Respondent at any time during the period of January 1, 2014 to the present.

**ANSWER: Objection – Cumulative, relevance, overly broad, unduly burdensome.**

Washington Movers International, Inc. objects to this interrogatory to the extent that it seeks irrelevant information, which is not likely to lead to the discovery of admissible evidence. Respondent's service contracts are unrelated to the matter at hand. Such information does not make the fact that Washington Movers International, Inc. was never convicted of any wrongdoing in any court in the United States, more or less likely

Washington Movers International, Inc. also objects to this interrogatory as overly broad and unduly burdensome as it covers a period of approximately 30 months.

**INTERROGATORY NO. 14.** Identify all individuals who participated in any manner on behalf of Respondent in the booking and making of any related transportation arrangements for the shipment identified in BOE Ex. 3 For each individual named, please identify their title or positions.

**ANSWER: Objection – relevance, cumulative.**

Washington Movers International, Inc. objects to this interrogatory to the extent that it seeks irrelevant information, which is not likely to lead to the discovery of admissible evidence. BOE Ex. 3 is a series of unsigned documents, including a dock receipt, certificate of salvage for a vehicle, a booking receipt, and documents under the "Mediterranean Shipping Company (USA), Inc." letterhead. These documents do not make the fact that Washington Movers International, Inc. was never convicted of any wrongdoing in any court in the United States, more or less likely

Notwithstanding the foregoing, one of the documents in BOE ex. 3 states "Contact: Sandra. Although it does not specify Sandra Rodriguez, referenced in Respondent's answer to BOE Interrogatory 10, Respondent will answer this interrogatory as if the document did state 'Contact: Sandra Rodriguez.'" Ms. Rodriguez is Respondent's office manager and provides administrative support to the company. However, she exercises no control over Respondent. She is often listed as a general contact. Ms. Rodriguez had no knowledge of any wrongdoing with respect to the transportation arrangement reflected in BOE Ex.3, as is implied by the BOE.

**INTERROGATORY NO. 15.** Identify all individuals employed by Mediterranean Shipping Company with whom the individuals named in response to Interrogatory 14 communicated by any means in booking the shipment and making all related transportation arrangements for the shipment identified in BOE Ex. 3. For each individual named, please provide their address, title or position.

**ANSWER:**

To the best of Respondent's knowledge, no one individual acting on behalf of Respondent communicated with a specific individual at MSC regarding BOE. Ex. 3

**INTERROGATORY NO. 16:** Identify all employees or contractors of Respondent who participated in any manner in the loading of property on or about December 20 and 21, 2013 into shipping container number MSCU9119445 identified in BOE Ex. 3

**ANSWER:**

Respondent is unaware of any employee or contractor or employee who participated in the loading of container MSCU9119445

**INTERROGATORY NO. 17:** Identify all employees or contractors of Respondent who participated in any manner in picking up shipping container MSCU9119445 at Seagirt Marine Terminal in Baltimore, MD and transporting it to Respondent's facility on or about December 20, 2012.

**ANSWER:**

Respondent is unaware of any employee or contractor or employee who participated in the picking up of container MSCU9119445

**INTERROGATORY NO. 18:** Identify all individuals employed by Respondent who were authorized to negotiate the terms of service contracts on behalf of Respondent during the period from January 1, 2014 through the present.

**ANSWER:**

Name: Mrs. Norma Ghanem  
Title: President, Secretary, & Treasurer  
Employer: Washington Movers International, Inc.  
Business Address: 7913 Cryden Way, District Heights, MD 20747  
Business Phone: 301-516-3000  
Business E-mail: [norma@wmius.com](mailto:norma@wmius.com)

Name: Sandra Rodriguez  
Title: Office Manager  
Employer: Washington Movers International, Inc.  
Business Address: 7913 Cryden Way, District Heights, MD 20747  
Business Phone: 301-516-3000  
Business E-mail: [airdocs@wmius.com](mailto:airdocs@wmius.com)

Name: Sam Ghanem  
Title: Former President

**INTERROGATORY NO. 19:** Identify all individuals employed by Respondent who were authorized to sign service contracts on behalf of Respondent during the period from January 1, 2014 through the present.

**ANSWER:**

Name: Mrs. Norma Ghanem  
Title: President, Secretary, & Treasurer  
Employer: Washington Movers International, Inc.  
Business Address 7913 Cryden Way, District Heights, MD 20747  
Business Phone: 301-516-3000  
Business E-mail. norma@wmius.com

Name: Sam Ghanem  
Title: Former President

**INTERROGATORY NO. 20:** Identify the device(s) on which the documents contained in WM Ex. A and B were originally created. For purposes of this interrogatory, the response should describe the type of device (e.g. computer word processor, typewriter, smart phone, etc.) the specific location of such device, and the person or persons authorized to use of have such access to such device.

**ANSWER: Objection –relevance, unduly burdensome, cumulative.**

Washington Movers International, Inc. objects to the extent that this interrogatory seeks irrelevant information, which is not likely to lead to the discovery of admissible evidence. Further this interrogatory is unduly burdensome and cumulative. Respondent produced the metadata of WM Ex. A and B, pursuant to Judge Guthridge s March 2, 2016 request. Such data confirms that WM Ex. A and B were created in December 2013 and January 2014

Notwithstanding the foregoing, WM Ex. 1 and 2 were created with word processing software, and subsequently converted to portable document format by the computers of Doumar Martin, PLLC. Said computers are located at the offices of Doumar Martin PLLC.

**INTERROGATORY NO. 21:** Identify the individual who initially created the documents contained in WM Ex. A and B

**ANSWER. Objection –relevance, unduly burdensome, cumulative.**

Washington Movers International, Inc. objects to the extent that this interrogatory seeks irrelevant information, which is not likely to lead to the discovery of admissible evidence. Further this interrogatory is unduly burdensome and cumulative. Respondent produced the metadata of WM Ex. A and B, pursuant to Judge Guthridge's March 2, 2016 request. Such data confirms that WM Ex. A and B were created in December 2013 and January 2014

Notwithstanding the foregoing, WM Ex. 1 and 2 were created by

Name: George R.A. Doumar

Title: Founder/Partner

Employer: Doumar Martin PLLC

Business Address: 2000 14 Street, North, Ste. 210, Arlington, VA 22201

Business Phone: 703-243-3737

Business E-mail. gdoumar@doumarmatin.com

**INTERROGATORY NO. 22:** Identify the date on which the documents contained in WM EX.

A and B were initially created.

**ANSWER: Objection –relevance, unduly burdensome, cumulative.**

Washington Movers International, Inc. objects to this interrogatory to the extent that it seeks irrelevant information, which is not likely to lead to the discovery of admissible evidence. Further this interrogatory is unduly burdensome and cumulative. Respondent produced the

metadata of WM Ex. A and B, pursuant to Judge Guthridge's March 2, 2016 request. Such data confirms that WM Ex. A and B were created in December 2013 and January 2014

Notwithstanding the foregoing, WM Ex. 1 and 2 were created on December 31, 2013 and January 1, 2014, respectively. At the latest, the documents were scanned and saved in portable document format on January 2, 2014

**INTERROGATORY NO. 23:** Identify any inventory of corporate records and/or property prepared by the federal government in connection with the execution of search warrants incident to the arrest of Sam Ghanem.

**ANSWER: Objection – relevance, unduly burdensome.**

Washington Movers International, Inc. objects to this interrogatory to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence. Sam Ghanem's arrest has nothing to do with Respondent. As of January 1, 2014, Mrs. Norma Ghanem is the sole owner of Respondent.

This interrogatory is also unduly burdensome because upon information, the BOE is communicating with the law enforcement agency that investigated Mr. Ghanem's alleged misconduct. Respondent should not have to produce documents or provide inventories of documents to which the BOE already has access.

**INTERROGATORY NO. 24:** Identify all records taken from Respondent by the federal government in connection with the execution of search warrants incident to the arrest of Sam Ghanem that have not been returned to Respondent.

**ANSWER: Objection – relevance, unduly burdensome.**

Washington Movers International, Inc. objects to this interrogatory to the extent that it seeks irrelevant information, which is not reasonably calculated to lead to the discovery of admissible evidence. Sam Ghanem's arrest has nothing to do with Respondent. As of January 1, 2014, Mrs. Norma Ghanem is the sole owner of Respondent. This request is also unduly burdensome as Respondent did not keep an inventory of the documents which the federal government confiscated, thus, Respondent does not know which, if any documents, were returned or not returned. Also, upon information, the BOE is communicating with law enforcement agency that investigated Mr Ghanem's alleged misconduct. Respondent should not have to provide inventories of documents to which the BOE already has access.

**INTERROGATORY NO. 25:** Describe all efforts made by Respondent to recover records taken but not returned by the federal government and identify the individuals who have undertaken such efforts including the dates of such efforts.

**ANSWER:**

Respondent relied on Sam Ghanem's counsel to recover the taken documents, but is uncertain as to the specific attempts made by said counsel to recover the taken documents.

**INTERROGATORY NO. 26:** Identify each person who furnished or assisted in furnishing information responsive to any Interrogatory or portion thereof, and identify the Interrogatories to which such person furnished information or records.

**ANSWER:**

Name: Mrs. Norma Ghanem

Title: President, Secretary, & Treasurer

Employer: Washington Movers International, Inc.

Business Address: 7913 Cryden Way, District Heights, MD 20747

Business Phone: 301-516-3000  
Business E-mail [norma@wmius.com](mailto:norma@wmius.com)

Name: George R.A. Doumar  
Title: Founder/Partner  
Employer: Doumar Martin PLLC  
Business Address: 2000 14 Street, North, Ste. 210, Arlington, VA 22201  
Business Phone: 703-243-3737  
Business E-mail. [gdoumar@doumarmartin.com](mailto:gdoumar@doumarmartin.com)

Name: Raj H. Patel  
Title: Associate  
Employer: Doumar Martin PLLC  
Business Address: 2000 14 Street, North, Ste. 210, Arlington, VA 22201  
Business Phone: 703-243-3737  
Business E-mail. [rpatel@doumarmartin.com](mailto:rpatel@doumarmartin.com)

DATED May 13, 2016

Respectfully Submitted,

/s/ George R.A. Doumar  
George R.A. Doumar, VSB #26490  
Raj H. Patel, VSB #87893  
Doumar Martin PLLC  
2000 N 14<sup>th</sup> Street - Suite 210  
Arlington, Virginia 22201  
Tel. 703-243-3737  
Fax. 703-524-7610  
[gdoumar@doumarmartin.com](mailto:gdoumar@doumarmartin.com)  
[rpatel@doumarmartin.com](mailto:rpatel@doumarmartin.com)

**CERTIFICATE OF SERVICE**

I certify that I served a copy of the foregoing document on May 13, 2016 via email and first class mail, postage prepaid to

Peter J King  
Brian L. Troiano  
Brenda Doty  
Bureau of Enforcement  
Federal Maritime Commission  
800 N Capitol Street, NW  
Washington, DC 20573  
pking@fmc.gov  
btroiano@fmc.gov  
bdoty@fmc.gov

/s/ George R.A. Doumar  
George R.A. Doumar, VSB No. 26490  
Raj H. Patel, VSB No 87893  
Doumar Martin PLLC  
2000 N 14<sup>th</sup> Street - Suite 210  
Arlington, VA 22201  
Tel 703-243-3737  
Fax 703-524-7610  
gdoumar@doumarmartin.com  
rpatel@doumarmartin.com

**VERIFICATION**

I hereby verify that Respondent Washington Movers International, Inc.'s answers to the Bureau of Enforcement's Interrogatories Nos. 1-26 are true and correct, to the best of my current knowledge, information, and belief, based on information either known to me or on a review of Respondent Washington Movers International, Inc.'s records.

Dated. May 13<sup>th</sup>, 2016

  
\_\_\_\_\_  
Norma Ghanem  
President

# **EXHIBIT 23**

**FEDERAL MARITIME COMMISSION**

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**DOCKET NO. 15-10**

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**REVOCATION OF OCEAN TRANSPORTATION INTERMEDIARY  
LICENSE NO. 017843 – WASHINGTON MOVERS, INC.**

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**BUREAU OF ENFORCEMENT'S  
FIRST INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS  
DIRECTED TO WASHINGTON MOVERS, INC.**

The Bureau of Enforcement requests the above-named Respondent to answer separately and fully in writing, under oath, the interrogatories set forth below in accordance with Rules 201 and 205 of the Commission's Rules of Practice and Procedure, 46 C.F.R. §§ 502.201 and 502.205, and to produce and permit the Bureau of Enforcement to inspect and copy the documents identified below, in accordance with Rule 206, 46 C.F.R. § 502.206

A. INSTRUCTIONS AND DEFINITIONS

The following general instructions and definitions shall apply to the interrogatories and requests for production herein.

- 1 If an interrogatory consists of a number of separate subdivisions, or related parts or portions, a complete response is required to each part or portion with the same effect as if it were propounded as a separate interrogatory. Should an objection to an interrogatory be interposed, it should clearly indicate to which part or portion of the interrogatory it is directed.

2. Except as otherwise noted, discovery responses may be limited to the time period from January 1, 2014 to the present.
- 3 The terms “to the present” or “the present”, when referring to a time period, mean the date on which the responses hereto are signed.
- 4 The term “Respondent” means Washington Movers, Inc. a/k/a Washington Movers International, Inc
- 5 Reference to an exhibit or exhibits identified as “BOE Ex. \_\_\_” shall be to the exhibit so identified by Administrative Law Judge Guthridge in the Exhibits And Preliminary Findings of Fact, served in this proceeding on March 25, 2016, exhibits in BOE’s response thereto, or to exhibits so identified and attached hereto
- 6 Reference to an exhibit or exhibits identified as “WM Ex. \_\_\_” shall be to the exhibit so identified by Administrative Law Judge Guthridge in the Exhibits And Preliminary Findings of Fact, served in this proceeding on March 25, 2016, or to exhibits so identified and attached hereto
- 7 Reference to exhibit or exhibits identified by Bates number “WMI\_\_\_” shall be to the exhibits so identified by Respondent in its Production Pursuant To March 25, 2016 Discovery Schedule & Response To Exhibits And Preliminary Findings Of Fact, filed in this proceeding on April 7, 2016
- 8 The terms “documents,” “documentation,” or “record” are to be construed broadly and include, but are not limited to, all forms, whether or not privileged, of typewritten, handwritten, computer-generated, or reproduced hard copy and electronic records, notes, minutes, letters, facsimile transmissions, telexes, memos, notices, electronic mail, ledgers, invoices, correspondence, and proposals.

- 9 The term "correspondence" means Respondent's internal and external communications, including but not limited to all forms of letters, notes, records of telephone conversations, electronic mail, instant messages, facsimile transmissions, telexes, and memos.
- 10 The term "ownership interest" includes the right to convey, a lien, an interest in, or a right to use, occupy, enjoy, profit, benefit, or receive any advantage that is proprietary, financial, or equitable from the whole or any part.
- 11 The term "asset" means real and personal property of any kind, tangible and intangible, including but not limited to accounts of all kinds, certificates of title or ownership, judgments, liens, leases and rental agreements.
- 12 The term "shipment records" means all documents issued, prepared, processed or received by Respondent including, but not limited to ocean bills of lading (including house or master bills of lading), correspondence, telexes, e-mail, purchase orders, invoices, packing lists, dock receipts, shipping orders or instructions, booking notices, arrival notices, commercial invoices or documents supporting import valuation, export declarations, freight bills, records reflecting payment of freight charges by or to any ocean common carrier or non-vessel-operating common carrier, and any other documentation relating to shipments identified herein.
- 13 If any document which is requested to be described or produced hereunder is no longer in Respondent's possession because such document has been destroyed or transferred to another person beyond Respondent's custody or control, Respondent shall state what disposition was made of such document, to whom such document was transferred for

retention or destruction, and the date on which such document was transferred and/or destroyed.

- 14 The term “identify” when used with respect to a document or written communication means (a) state the date of the document; (b) state the name of the person to whom such document was addressed and the name of each person to whom such document or copy thereof was sent; (c) state the general nature or description of such document (e.g. letter, memorandum, minutes of meeting, etc ) and a summary of the contents thereof; (d) state the form and format of the document (e.g., paper, Microsoft Excel, etc.), and (e) identify the location of the document at the present time and the person having possession or custody thereof.
- 15 The term “identify” when used with respect to a bill of lading or service contract, means. (1) to state the date of the document; (2) to state the shipper and carrier shown on the document as being parties thereto, (3) to identify the document by bill of lading number or service contract number; and (4) to identify the location of the document at the present time.
- 16 The term “identify,” when used to refer to a natural person, means (a) the person's present or last known title and employer or other business affiliation, (b) the person's business address, business telephone number, business fax number, and business email address at the time of the actions to which each interrogatory is directed, and (c) the person's title and employer or other business affiliation at the time of the actions to which each interrogatory is directed.
- 17 The term “identify”, when used to refer to a corporation or other business entity, means (a) the corporation or other business entity's name, and (b) the corporation or other

business entity's address, telephone number, fax number and e-mail address at the time of the actions to which each interrogatory is directed.

18. Unless otherwise indicated, the term "company" includes corporations, limited liability entities, partnerships, and sole proprietorships.
- 19 Unless otherwise indicated, the terms "affiliated" or "affiliate" when used in connection with a relationship between or among companies, means related through common control, common ownership interest, common officers or directors, or a parent/subsidiary relationship
- 20 The term "produce" means to provide any requested document, documentation, record, correspondence, or shipment record in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.
- 21 Unless otherwise indicated, the term "person" shall have the same meaning as set forth in 1 U S C 1, i.e., individuals, corporations, companies, associations, firms, partnerships, societies, and joint stock companies.
- 22 All discovery responses are continuing in character If further or different information is obtained after initial responses are filed (but prior to hearing in this docket), Respondents must file a supplementary response.
- 23 Should you claim privilege for any information or documents requested by any of the following Interrogatories or Requests for Production of Documents, such documents or information shall be described in a manner sufficient for identification for subsequent discovery In addition to supplying the above-noted information covering such documents or information, you shall indicate that you claim privilege therefore and shall specify in detail all the grounds on which the claim of privilege rests.

24 All responses shall be due within thirty (30) days of service thereof

# **EXHIBIT 24**

U.S. Corporation Income Tax Return

For calendar year 2014 or tax year beginning 2014, ending 2014, ending Information about Form 1120 and its separate instructions is at www.irs.gov/form1120.

2014

A Check if: 1 a Consolidated return (attach Form 851) b Life/nonlife consolidated return 2 Personal holding co. (attach Sch PH) 3 Personal service corp (see instrs) 4 Schedule M-3 attached TYPE OR PRINT WASHINGTON MOVERS INC 7913 CRYDEN WAY DISTRICT HEIGHTS MD 20747 E Check if: (1) Initial return (2) Final return (3) Name change (4) Address change

INCOME 1 a Gross receipts or sales 1 a 737,760 1 b Returns and allowances 1 b Balance. Subtract line 1b from line 1a 1 c 737,760. 2 Cost of goods sold (attach Form 1125-A) 2 638,154. 3 Gross profit. Subtract line 2 from line 1c 3 99,606. 4 Dividends (Schedule C, line 19) 4 5 Interest 5 6 Gross rents 6 7 Gross royalties 7 8 Capital gain net income (attach Schedule D (Form 1120)) 8 9 Net gain or (loss) from Form 4797, Part II, line 17 (attach Form 4797) 9 10 Other income (see instructions - attach statement) 10 11 Total income. Add lines 3 through 10 11 99,606.

FOR LIMITATIONS ON DEDUCTIONS 12 Compensation of officers (see instructions - attach Form 1125-E) 12 13 Salaries and wages (less employment credits) 13 14 Repairs and maintenance 14 4,794. 15 Bad debts 15 1,186. 16 Rents 16 71,000. 17 Taxes and licenses. 17 6,531. 18 Interest. 18 6,308. 19 Charitable contributions 19 20 Depreciation from Form 4562 not claimed on Form 1125-A or elsewhere on return (attach Form 4562) 20 21 Depletion. 21 22 Advertising 22 308. 23 Pension, profit-sharing, etc, plans 23 24 Employee benefit programs 24 25 Domestic production activities deduction (attach Form 8903) 25 26 Other deductions (attach statement) See Other Deductions Statement 26 71,575. 27 Total deductions. Add lines 12 through 26. 27 161,702. 28 Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11 28 -62,096. 29 a Net operating loss deduction (see instructions) 29 a 29 b Special deductions (Schedule C, line 20) 29 b 29 c Add lines 29a and 29b 29 c

TAXES AND PAYMENTS 30 Taxable income. Subtract line 29c from line 28 (see instructions) 30 -62,096. 31 Total tax (Schedule J, Part I, line 11) 31 32 Total payments and refundable credits (Schedule J, Part II, line 21) 32 33 Estimated tax penalty (see instructions). Check if Form 2220 is attached 33 34 Amount owed. If line 32 is smaller than the total of lines 31 and 33, enter amount owed 34 35 Overpayment. If line 32 is larger than the total of lines 31 and 33, enter amount overpaid 35 36 Enter amount from line 35 you want: Credited to 2015 estimated tax Refunded 36

Sign Here Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge. Signature of officer Date Title Ashraf Gadelrab Ashraf Gadelrab May the IRS discuss this return with the preparer shown below (see instructions)? Yes No Paid Preparer Use Only Print/Type preparer's name Preparer's signature Date Check self-employed if PTIN Firm's name AFG FOR ACCOUNTING SERVICES, INC Firm's EIN Firm's address 6000 STEVENSON AVENUE-SUITE # E ALEXANDRIA VA 22304 Phone no.

Schedule C Dividends and Special Deductions (see instructions)	(a) Dividends received	(b) Percentage	(c) Special deductions (a) x (b)
1 Dividends from less-than-20%-owned domestic corporations (other than debt-financed stock)		70	
2 Dividends from 20%-or-more-owned domestic corporations (other than debt-financed stock)		80	
3 Dividends on debt-financed stock of domestic and foreign corporations		see instructions	
4 Dividends on certain preferred stock of less-than-20%-owned public utilities		42	
5 Dividends on certain preferred stock of 20%-or-more-owned public utilities		48	
6 Dividends from less-than-20%-owned foreign corporations and certain FSCs		70	
7 Dividends from 20%-or-more-owned foreign corporations and certain FSCs		80	
8 Dividends from wholly owned foreign subsidiaries		100	
9 Total. Add lines 1 through 8. See instructions for limitation			
10 Dividends from domestic corporations received by a small business investment company operating under the Small Business Investment Act of 1958		100	
11 Dividends from affiliated group members		100	
12 Dividends from certain FSCs		100	
13 Dividends from foreign corporations not included on lines 3, 6, 7, 8, 11, or 12			
14 Income from controlled foreign corporations under subpart F (attach Form(s) 5471)			
15 Foreign dividend gross-up			
16 IC-DISC and former DISC dividends not included on lines 1, 2, or 3			
17 Other dividends			
18 Deduction for dividends paid on certain preferred stock of public utilities			
19 Total dividends. Add lines 1 through 17. Enter here and on page 1, line 4			
20 Total special deductions. Add lines 9, 10, 11, 12, and 18. Enter here and on page 1, line 29b			

**Schedule J Tax Computation and Payment** (see instructions)

**Part I - Tax Computation**

1	Check if the corporation is a member of a controlled group (attach Schedule O (Form 1120))	<input type="checkbox"/>	
2	Income tax. Check if a qualified personal service corporation (see instructions)	<input type="checkbox"/>	2
3	Alternative minimum tax (attach Form 4626)		3
4	Add lines 2 and 3		4
5a	Foreign tax credit (attach Form 1118)		5
5b	Credit from Form 8834 (see instructions)		
5c	General business credit (attach Form 3800)		
5d	Credit for prior year minimum tax (attach Form 8827)		
5e	Bond credits from Form 8912		
6	Total credits. Add lines 5a through 5e		6
7	Subtract line 6 from line 4		7
8	Personal holding company tax (attach Schedule PH (Form 1120))		8
9a	Recapture of investment credit (attach Form 4255)		9
9b	Recapture of low-income housing credit (attach Form 8611)		
9c	Interest due under the look-back method - completed long-term contracts (attach Form 8697)		
9d	Interest due under the look-back method - income forecast method (attach Form 8866)		
9e	Alternative tax on qualifying shipping activities (attach Form 8902)		
9f	Other (see instructions - attach statement)		
10	Total. Add lines 9a through 9f		10
11	Total tax. Add lines 7, 8, and 10. Enter here and on page 1, line 31		11

**Part II - Payments and Refundable Credits**

12	2013 overpayment credited to 2014.		12
13	2014 estimated tax payments.		13
14	2014 refund applied for on Form 4466		14
15	Combine lines 12, 13, and 14		15
16	Tax deposited with Form 7004		16
17	Withholding (see instructions).		17
18	Total payments. Add lines 15, 16 and 17		18
19	Refundable credits from:		19
a	Form 2439		
b	Form 4136		
c	Form 8827, line 8c		
d	Other (attach statement - see instructions)		
20	Total credits. Add lines 19a through 19d		20
21	Total payments and credits. Add lines 18 and 20. Enter here and on page 1, line 32		21

**Schedule K Other Information** (see instructions)

1	Check accounting method	a	<input checked="" type="checkbox"/> Cash	b	<input type="checkbox"/> Accrual	c	<input type="checkbox"/> Other (specify) ▶	Yes	No	
2	See the instructions and enter the:									
a	Business activity code no. ▶	493100								
b	Business activity ▶	MOVING & STORAGE								
c	Product or service ▶	MOVING & STORAGE								
3	Is the corporation a subsidiary in an affiliated group or a parent-subsi-dary controlled group? If 'Yes,' enter name and EIN of the parent corporation ▶									X
4	At the end of the tax year									
a	Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of the corporation's stock entitled to vote? If 'Yes,' complete Part I of Schedule G (Form 1120) (attach Schedule G)									X
b	Did any individual or estate own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of the corporation's stock entitled to vote? If 'Yes,' complete Part II of Schedule G (Form 1120) (att Schedule G)									X

Schedule K Other Information continued (see instructions)

Table with 2 columns: Yes, No. Row 1: a Own directly 20% or more... X

Table with 4 columns: (i) Name of Corporation, (ii) Employer Identification Number, (iii) Country of Incorporation, (iv) Percentage Owned in Voting Stock

Table with 2 columns: Yes, No. Row 1: b Own directly an interest of 20% or more... X

Table with 4 columns: (i) Name of Entity, (ii) Employer Identification Number, (iii) Country of Organization, (iv) Maximum Percentage Owned in Profit, Loss, or Capital

Main table with 2 columns: Yes, No. Rows 6-18 containing various questions about dividends, foreign ownership, NOL carryover, etc.

**Schedule L Balance Sheets per Books**

Assets	Beginning of tax year		End of tax year	
	(a)	(b)	(c)	(d)
1 Cash		291,453.		163,566
2a Trade notes and accounts receivable			147,734.	
b Less allowance for bad debts				147,734
3 Inventories				
4 U.S. government obligations				
5 Tax-exempt securities (see instructions)				
6 Other current assets (attach statement) Ln. 6. Stmt.		1,244.		55,041.
7 Loans to shareholders				
8 Mortgage and real estate loans				
9 Other investments (attach statement)				
10a Buildings and other depreciable assets	222,019.		222,019.	
b Less accumulated depreciation	162,119	59,900.	162,119.	59,900.
11a Depletable assets				
b Less accumulated depletion				
12 Land (net of any amortization)				
13a Intangible assets (amortizable only).				
b Less accumulated amortization				
14 Other assets (attach statement)				
15 Total assets		352,597		426,241.
<b>Liabilities and Shareholders' Equity</b>				
16 Accounts payable		310,094.		447,024.
17 Mortgages, notes, bonds payable in less than 1 year				
18 Other current liabilities (attach stmt) Ln. 18 Stmt.		4,012		2,822
19 Loans from shareholders				
20 Mortgages, notes, bonds payable in 1 year or more				
21 Other liabilities (attach statement). Ln. 21 Stmt.		19,796		19,796
22 Capital stock: a Preferred stock	37,500.		37,500.	
b Common stock		37,500.		37,500.
23 Additional paid-in capital				
24 Retained earnings - Approp (all stmt)				
25 Retained earnings - Unappropriated		-18,805.		-80,901
26 Adjmt to shareholders' equity (all stmt)				
27 Less cost of treasury stock				
28 Total liabilities and shareholders' equity		352,597.		426,241

**Schedule M-1 Reconciliation of Income (Loss) per Books With Income per Return**

Note: The corporation may be required to file Schedule M-3 (see Instructions).

1 Net income (loss) per books	-62,096	7 Income recorded on books this year not included on this return (itemize): Tax-exempt interest \$ _____	
2 Federal income tax per books			
3 Excess of capital losses over capital gains			
4 Income subject to tax not recorded on books this year (itemize):			
5 Expenses recorded on books this year not deducted on this return (itemize):		8 Deductions on this return not charged against book income this year (itemize):	
a Depreciation \$ _____		a Depreciation \$ _____	
b Charitable contributions \$ _____		b Charitable contribns \$ _____	
c Travel & entertainment \$ _____			
6 Add lines 1 through 5	-62,096	9 Add lines 7 and 8.	
		10 Income (page 1, line 28) - line 6 less line 9	-62,096

**Schedule M-2 Analysis of Unappropriated Retained Earnings per Books (Line 25, Schedule L)**

1 Balance at beginning of year	-18,805	5 Distributions	a Cash	
2 Net income (loss) per books	-62,096	b Stock	c Property	
3 Other increases (itemize):		6 Other decreases (itemize):		
4 Add lines 1, 2, and 3	-80,901.	7 Add lines 5 and 6.		
		8 Balance at end of year (line 4 less line 7)		-80,901

Form **1125-A**

(Rev December 2012)

Department of the Treasury  
Internal Revenue Service

**Cost of Goods Sold**

▶ Attach to Form 1120, 1120-C, 1120-F, 1120S, 1065, or 1065-B.  
▶ Information about Form 1125-A and its instructions is at [www.irs.gov/form1125a](http://www.irs.gov/form1125a).

OMB No. 1545-2225

Name

Employer identification number

WASHINGTON MOVERS INC

1	
2	610,367.
3	27,787
4	
5	
6	638,154.
7	
8	638,154

- 1 Inventory at beginning of year
- 2 Purchases
- 3 Cost of labor
- 4 Additional section 263A costs (attach schedule)
- 5 Other costs (attach schedule).
- 6 Total. Add lines 1 through 5
- 7 Inventory at end of year
- 8 **Cost of goods sold.** Subtract line 7 from line 6. Enter here and on Form 1120, page 1, line 2 or the appropriate line of your tax return (see instructions)

9 a Check all methods used for valuing closing inventory:

- (i)  Cost
- (ii)  Lower of cost or market
- (iii)  Other (Specify method used and attach explanation)

b Check if there was a writedown of subnormal goods

c Check if the LIFO inventory method was adopted this tax year for any goods (if checked, attach Form 970)

d If the LIFO inventory method was used for this tax year enter amount of closing inventory computed under LIFO

9d  Yes  No

Yes  No

e If property is produced or acquired for resale, do the rules of section 263A apply to the entity (see instructions)?

f Was there any change in determining quantities, cost, or valuations between opening and closing inventory? If "Yes," attach explanation

**BAA For Paperwork Reduction Act Notice, see instructions.**

Form 1125-A (Rev 12-2012)

Total old law

WASHINGTON MOVERS INC

### Net Operating Loss Summary

NOL Carryover Year	A NOL Carryover Available	B Deduction Allowed in Current Year	C Adjustment Under Section 172(b)(2)	D Remaining Carryover 20 Years	E Remaining Carryover 15 Years*
2013					
2012					
2011					
2010					
2009					
2008					
2007					
2006					
2005					
2004					
2003					
2002					
2001					
2000					
1999					
1998					
1997					
Totals					
Less: Carryover expiring due to 15-year limitation					
Add: Current year net operating loss					
Less: Carryback of current year net operating loss					62,096
Net operating loss carryover to next year					62,096.

\* The 15 year carryover based on the Old Law reached it's final carryover year

Form 1120, Page 1, Line 26  
**Other Deductions Statement**

IMPORT CLEARANCE FEE	450
AUTO AND TRUC EXPENSES	10,240
BANK SERVICE CHARGES	5,964
OFFICE EXPENSES	4,548
INSURANCE	14,664
OFFICE SUPPLIES	10,913
PROFESSIONAL FEES	14,619.
UTILITES	10,177
<b>Total</b>	<u>71,575</u>

Form 1120, Page 5, Schedule L, Line 6  
**Ln 6 Stmt**

<b>Other Current Assets:</b>	Beginning of tax year	End of tax year
EMPLOYEE ADANCEMENTS	0	634
UNDEPOISTED FUND	0.	54,407.
<b>Total</b>	<u>0.</u>	<u>55,041.</u>

Form 1120, Page 5, Schedule L, Line 18  
**Ln 18 Stmt**

<b>Other Current Liabilities:</b>	Beginning of tax year	End of tax year
PAYROLL LIABILITIES	4,012.	2,822
<b>Total</b>	<u>4,012.</u>	<u>2,822</u>

Form 1120, Page 5, Schedule L, Line 21  
**Ln 21 Stmt**

<b>Other Liabilities.</b>	Beginning of tax year	End of tax year
LONG TERM LIABILITIES	19,796.	19,796.
<b>Total</b>	<u>19,796</u>	<u>19,796.</u>

Name  
WASHINGTON MOVERS INC

Employer Identification Number  
[REDACTED]

**CURRENT LAW** Two year carryback, twenty year carryover

NOL Carryover Year	A Carryover	B Less Carrybacks/ Carryovers	C Adjusted Carryover
2013			
2012			
2011			
2010			
2009			
2008			
2007			
2006			
2005			
2004			
2003			
2002			
2001			
2000			
1999			
1998			
1997			
Total new law			

**OLD LAW** Three year carryback, fifteen year carryover

NOL Carryover Year	A Carryover	B Less Carrybacks/ Carryovers	C Adjusted Carryover
2011			
2010			
2009			
2008			
2007			
2006			
2005			
2004			
2003			
2002			
2001			
2000			
1999			
1998			
1997			

**MARYLAND CORPORATION INCOME TAX RETURN FORM 500**



**2014**

OR FISCAL YEAR BEGINNING 2014, ENDING

Print using blue or black ink.

Name <b>WSHINGTON MOVERS INC</b>			
Number and street <b>7913 CRYDEN WAY</b>			
City / town <b>DISTRICT HEIGHTS</b>		State <b>MD</b>	ZIP code <b>20747</b>
Federal Employer Identification No. (9 digits) [REDACTED]		Do not write in this space <b>ME ▶</b>	
FEIN Applied for date		<b>YE ▶</b>	
Date of Organization or Incorporation (MMDDYY) <b>▶ 05/08/96</b>		Business Activity Code No. (6 digits) <b>▶ 493100</b>	

CHECK HERE IF:  NAME OR ADDRESS HAS CHANGED  INACTIVE CORPORATION  FIRST FILING OF THE CORPORATION  FINAL RETURN  
 THIS TAX YEAR'S BEGINNING AND ENDING DATES ARE DIFFERENT FROM LAST YEAR'S DUE TO AN ACQUISITION OR CONSOLIDATION.

**SEE CORPORATION INSTRUCTIONS. ATTACH A COPY OF THE FEDERAL INCOME TAX RETURN THROUGH SCHEDULE M2.**

**1 a** Federal Taxable Income (Enter amount from Federal Form 1120 line 28 or Form 1120-C line 25c.)  
See Instructions. Check applicable box:

1120  1120-REIT  990T  
 Other: \_\_\_\_\_ IF 1120S, FILE ON FORM 510

**1 a** -62,096

**b** Special Deductions (Federal Form 1120 line 29b or Form 1120-C line 26b.) **1 b** \_\_\_\_\_

**c** Federal Taxable Income before net operating loss deduction (Subtract line 1b from 1a.) **1 c** -62,096

**MARYLAND ADJUSTMENTS TO FEDERAL TAXABLE INCOME (All entries must be positive amounts.)**

**ADDITION ADJUSTMENTS**

**2 a** Section 10-306.1 related party transactions **▶2a** \_\_\_\_\_  
**b** Decoupling Modification Addition adjustment (Enter code letter(s) from instructions.)  **▶ b** \_\_\_\_\_  
**c** Total Maryland Addition Adjustments to Federal Taxable Income (Add lines 2a and 2b.) **2c** \_\_\_\_\_

**SUBTRACTION ADJUSTMENTS**

**3 a** Section 10-306.1 related party transactions **▶3a** \_\_\_\_\_  
**b** Dividends for domestic corporation claiming foreign tax credits (Federal form 1120/1120C Schedule C line 15). **▶ b** \_\_\_\_\_  
**c** Dividends from related foreign corporations (Federal form 1120/1120C Schedule C line 13 and 14) **▶ c** \_\_\_\_\_  
**d** Decoupling Modification Subtraction adjustment (Enter code letter(s) from instructions.)  **▶ d** \_\_\_\_\_  
**e** Total Maryland Subtraction Adjustments to Federal Taxable Income (Add lines 3a through 3d.) **3e** \_\_\_\_\_

**4** Maryland Adjusted Federal Taxable Income before NOL deduction is applied (Add lines 1c and 2c, and subtract line 3e.) **4** -62,096  
**5** Enter Adjusted Federal NOL Carry-forward available from previous tax years (including FDSC Carry forward) on a separate company basis (Enter NOL as a positive amount.) **▶ 5** \_\_\_\_\_  
**6** Maryland Adjusted Federal Taxable Income (If line 4 is less than or equal to zero, enter amount from line 4) (If line 4 is greater than zero, subtract line 5 from line 4 and enter result. If result is less than zero, enter zero.) **6** -62,096

**MARYLAND ADDITION MODIFICATIONS (All entries must be positive amounts.)**

**7 a** State and local income tax **▶ 7a** \_\_\_\_\_  
**b** Dividends and interest from another state, local or federal tax exempt obligation **▶ b** \_\_\_\_\_  
**c** Net operating loss modification recapture (Do not enter NOL carryover See instructions.) **▶ c** \_\_\_\_\_  
**d** Domestic Production Activities Deduction **▶ d** \_\_\_\_\_  
**e** Deduction for Dividends paid by captive REIT **▶ e** \_\_\_\_\_  
**f** Other additions (Enter code letter(s) from instructions and attach schedule.)  **▶ f** \_\_\_\_\_  
**g** Total Addition Modifications (Add lines 7a through 7f) **7g** \_\_\_\_\_



Name WASHINGTON MOVERS INC FEIN [REDACTED]

**MARYLAND SUBTRACTION MODIFICATIONS**  
 (All entries must be positive amounts.)

8 a Income from US Obligations ▶8a \_\_\_\_\_  
 b Other Subtractions (Enter code letter(s) from instructions and attach schedule.) ▶ b \_\_\_\_\_  
 c Total Subtraction Modifications (Add lines 8a and 8b.) 8c \_\_\_\_\_

**NET MARYLAND MODIFICATIONS**

9 Total Maryland Modifications (Subtract line 8c from 7g. If less than zero, enter negative amount.) 9 \_\_\_\_\_  
 10 Maryland Modified Income (Add lines 6 and 9.) 10 -62,096

**APPORTIONMENT OF INCOME**  
 (To be completed by multistate corporations whose apportionment factor is less than 1, otherwise skip to line 13.)

11 Maryland apportionment factor (from page 3 of this form) (If factor is zero, enter .000001.) ▶11 \_\_\_\_\_  
 12 Maryland apportionment income (Multiply line 10 by line 11.) 12 \_\_\_\_\_

13 Maryland taxable income (from line 10 or line 12, whichever is applicable.) 13 -70,607  
 14 Tax (Multiply line 13 by 8.25%) 14 \_\_\_\_\_

15 a Estimated tax paid with Form 500D, Form MW506NRS and/or credited from 2013 overpayment ▶15a \_\_\_\_\_  
 b Tax paid with an extension request (Form 500E) ▶ b \_\_\_\_\_  
 c Nonrefundable business income tax credits from Part W (See instructions for Form 500CR.) **You must file this form electronically to claim business tax credits from Form 500CR.**  
 d Refundable business income tax credits from Part Z. (See instructions for Form 500CR.) **You must file this form electronically to claim business tax credits from Form 500CR.**  
 e The Sustainable Communities Tax Credit is claimed on line 1 of Part Z on Form 500CR. Check here  if you are a non-profit corporation.  
 f Nonresident tax paid on behalf of the corporation by pass-through entities (Attach Maryland Schedule K-1.) ▶ f \_\_\_\_\_  
 g Total payments and credits (Add lines 15a through 15f) 15g \_\_\_\_\_

16 Balance of tax due (If line 14 exceeds line 15g, enter the difference.) ▶ 16 \_\_\_\_\_  
 17 Overpayment (If line 15g exceeds line 14, enter the difference.) ▶ 17 \_\_\_\_\_  
 18 Interest and/or penalty from Form 500UP \_\_\_\_\_ or late payment interest \_\_\_\_\_ Total ▶ 18 \_\_\_\_\_  
 19 Total balance due (Add lines 16 and 18, or if line 18 exceeds line 17 enter the difference.) 19 \_\_\_\_\_  
 20 Amount of overpayment to be applied to estimated tax for 2015 (not to exceed the net of line 17 less line 18) ▶ 20 \_\_\_\_\_  
 21 Amount of overpayment TO BE REFUNDED (Add lines 18 and 20, and subtract the total from line 17) ▶ 21 \_\_\_\_\_

**DIRECT DEPOSIT OF REFUND** (See instructions.) **Be sure the account information is correct.**

To comply with banking rules, check here  if this refund will go to an account outside the United States. If checked, see instructions.

22 For the direct deposit option, complete the following information clearly and legibly:

a Type of account:  checking  savings  
 b Routing number (9 Digits) ▶ \_\_\_\_\_  
 c Account number ▶ \_\_\_\_\_

**INFORMATIONAL PURPOSES ONLY (LINES 23 & 24)**

23 NOL generated in Current Year - Carryforward 20 Years and back 2 Years (If line 6 is less than zero, enter on line 23.) 23 -62,096  
 24 NAM generated in Current Year - Carried Forward/Back with the Loss on Line 23 per Section 10-205(e) (If line 6 is less than zero AND line 9 is greater than zero, enter the amount from line 9 on line 24) 24 \_\_\_\_\_



145000249

Name WASHINGTON MOVERS INC FEIN [REDACTED]

**SCHEDULE A - COMPUTATION OF APPORTIONMENT FACTOR**

(Applies only to multistate corporations. See instructions.)

NOTE: Special apportionment formulas are required for rental/leasing, financial institutions, transportation and manufacturing companies.

	Column 1 TOTALS WITHIN MARYLAND	Column 2 TOTALS WITHIN AND WITHOUT MARYLAND	Column 3 DECIMAL FACTOR (Column 1 ÷ Column 2 rounded to six places)
<b>1A. Receipts</b> a. Gross receipts or sales less returns and allowances ▶			
b. Dividends			
c. Interest			
d. Gross rents			
e. Gross royalties			
f. Capital gain net income			
g. Other income (Attach schedule.)			
h. Total receipts (Add lines 1A(a) through 1A(g), for Columns 1 and 2.) ▶			
<b>1B. Receipts</b> Enter the same factor shown on line 1A, Column 3. Disregard this line if special apportionment formula used			
<b>2. Property</b> a. Inventory			
b. Machinery and equipment			
c. Buildings			
d. Land			
e. Other tangible assets (Attach schedule.)			
f. Rent expense capitalized (multiplied by eight)			
g. Total property (Add lines 2a through 2f, for Columns 1 and 2.) ▶			
<b>3. Payroll</b> a. Compensation of officers			
b. Other salaries and wages			
c. Total payroll (Add lines 3a and 3b, for Columns 1 and 2.) ▶			
<b>4. Total of factors</b> (Add entries in Column 3.)			
<b>5. Maryland apportionment factor</b> Divide line 4 by four for three-factor formula, or by the number of factors used if special apportionment formula required. (If factor is zero, enter .000001 on line 11 page 2.)			

**SCHEDULE B - ADDITIONAL INFORMATION REQUIRED (Attach a separate schedule if more space is necessary.)**

- Telephone number of corporation tax department: 3015161616
- If a multistate operation, provide the following:
  - Address of principal place of business in Maryland (if other than indicated on page 1) \_\_\_\_\_
  - Brief description of operations in Maryland \_\_\_\_\_
  - Has the Internal Revenue Service made adjustments (for a tax year in which a Maryland return was required) that were not previously reported to the Maryland Revenue Administration Division?  Yes  No  
If "yes", indicate tax year(s) here: \_\_\_\_\_ and submit an amended return(s) together with a copy of the IRS adjustment report(s) under separate cover.
  - Did the corporation file employer withholding tax returns/forms with the Maryland Revenue Administration Division for the last calendar year?  Yes  No
  - Is this entity part of a federal consolidated filing?  Yes  No
  - Is this entity a multistate corporation that is a member of a unitary group?  Yes  No
  - Is this entity a multistate manufacturer with more than 25 employees?  
If so, complete and attach Form 500MC to your Form 500.  Yes  No

**SIGNATURE AND VERIFICATION:** Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements and to the best of my knowledge and belief it is true, correct and complete. If prepared by a person other than taxpayer, the declaration is based on all information of which the preparer has any knowledge. Check here  if you authorize your tax preparer to discuss this return with us.

Officer's signature \_\_\_\_\_ Date \_\_\_\_\_

Preparer's PTIN (required by law) \_\_\_\_\_ Preparer's signature \_\_\_\_\_

Officer's Name and Title \_\_\_\_\_

Preparer's name, address and telephone number \_\_\_\_\_

Make checks payable and mail to:  
 Comptroller of Maryland, Revenue Administration Division  
 110 Carroll Street  
 Annapolis, Maryland 21411-0001  
 (Write FEIN on check using blue or black ink.)  
 COM/RAD-001

CODE NUMBERS (three digits per box)

# COMMONWEALTH OF VIRGINIA



Office of the

## Secretary of the Commonwealth

I, Katherine K. Hanley, Secretary of the Commonwealth, and as such, Keeper of the Great and Lesser Seals, do hereby certify that Joel H Peck

whose name is signed to the within Certificate bearing the date of October 28, 2008

is and was at the time of signing same

Clerk of the State Corporation Commission, Commonwealth of Virginia,

and is authorized by the laws of this Commonwealth to make and sign such instrument and to all

official acts full faith, credit and authority are due and ought to be given.

Given under my hand and under the Great Seal of the Commonwealth, at Richmond, on, November 19, 2008 and in the 233<sup>rd</sup> year of the Commonwealth.

Secretary of the Commonwealth



2330513

ARTICLES OF INCORPORATION  
OF  
WASHINGTON MOVERS, INC.

TO: Secretary of State  
State Corporation Commission  
Commonwealth of Virginia

Attention: Clerk's Office

I, the undersigned natural person of the age of eighteen years or more acting as incorporator to set forth the following:

First: The name of the corporation (which is hereafter called "The Corporation") is:

WASHINGTON MOVERS, INC.

Second: The period of its duration is perpetual.

Third: The purposes for which the corporation is formed are as follows:

(a) To engage in moving, freight forwarding and cargo handling in the United States as business demand. Delivery/pick up of cargo and other related services.

(b) To purchase, lease or otherwise acquire all or any part of the property rights, businesses, contracts, good will franchises and assets of every kind, of any corporation, co-partnership or individual carrying on or having carried on in whole or in part of the aforesaid businesses that the corporation may be authorized to carry on, and to undertake, guarantee, assume and pay the indebtedness and liabilities thereof, and to pay for any such property, rights, business, contracts, goodwill, franchises, or assets by

the issue, in accordance with the laws of Virginia, of stock bonds, or other securities of the corporation or otherwise.

(c) To loan or advance money with or without security, without limit as to amount; and to borrow or raise money for any of the purposes of the Corporation and to issue bonds, debentures, notes, or other obligations of any nature, and in any manner permitted by law, for money so borrowed or in payment or property purchased, or for any other lawful consideration, and to secure the payment thereof and of the interest thereon, by mortgage upon, or pledge or conveyance or assignment in trust of, the whole or any part of the property of the Corporation, real or personal, including contract rights, whether at the time owned or thereafter acquired right; and to sell, pledge, discount or otherwise dispose of such bonds, notes or other obligations of the Corporation for its corporate purposes.

(d) To carry on any of the businesses hereinbefore enumerated for itself, or for account of others, or through others for its own account, and to carry on any other business which may be deemed by it to be calculated, directly or indirectly, to effectuate or facilitate the transaction of the aforesaid objects or businesses, or any of them, or any part thereof, or to enhance the value of its property, business or rights.

(e) To carry out all or any part of the aforesaid purposes, and to conduct its business in all or any of its branches in any or all states, territories, districts, colonies, and dependencies of the United States of America and in foreign countries; and to maintain offices and agencies, in any or all States, Territories, Districts, Colonies, and dependencies of the United States of America and in foreign countries.

(f) To engage in business and to engage in any proper and legal commercial activity;

(g) To do all aspects and everything necessary, suitable and proper for the accomplishment of any of the purposes or the attainment of any of the powers hereinbefore set forth, either alone or in association with other corporations, firms, or individuals, and to do every act or acts, thing or things incidental or appurtenant to or growing out of or connected with the aforesaid objects or purposes or any part or parts thereof, provided the same be not inconsistent with the laws of the State of Virginia under which the corporation is organized.

The foregoing enumeration of the purposes, objects and business of the corporation is made in furtherance, and not in limitation, of the powers conferred upon the corporation by law, and is not intended, by the mention of any particular purpose, object or business in any manner to limit or restrict the generality of any other purpose, object or business mentioned, or to limit or restrict any of the powers of the corporation, the corporation is formed upon the articles, conditions and provisions herein expressed and subject in all particulars to the limitations relative to corporations which are contained in the general laws of this State.

Fourth: The post office and address of the initial registered office of the Corporation in this State is 6196 Edsall Road #219, Alexandria, Virginia 22304. The county where the business address of the initial registered office is located is City of Alexandria. The name of its initial registered agent is Norma Ghanem, who is a resident of Virginia and whose business address is the same as the registered office of the corporation and who is one of the Board of Directors of the corporation.

Fifth: The total number of shares of stock which the Corporation has authorized is to issue 4,000 common shares with nominal or par value at \$1.00 per share. Full pre-emptive rights are reserved. Each holder of said stock is to have one vote for each share of such stock held by him, and shall participate equally in the assets upon dissolution and shall have all rights,

*powers and restrictions conferred by statute.*

*Sixth: The number of directors constituting the initial Board of Directors are three (3) and the name of the persons who are to serve the initial directors are:*

*Rashad Salim Maysaud  
5752 Drake Ct  
Alexandria, VA 22311*

*Sam R. Ghanem  
6196 Edsall Rd #219  
Alexandria, VA 22304*

*Norma Ghanem  
6196 Edsall Rd #219  
Alexandria, VA 22304*

*Seventh: The following provisions are hereby adopted for the purpose of defining, limiting and regulating the powers of the Corporation, and of the directors and stockholders:*

*(a) The Board of Directors of the Corporation is hereby empowered to authorize the issuance from time to time of shares of its stock, with or without par value, of any class, and securities convertible into shares of its stock, with or without par value or of any class, as such considerations as said Board of Directors may deem advisable, irrespective of the value or amount of such considerations, but subject to such limitations and restrictions, if any, as may be set forth in the By-Laws of the Corporation.*

(b) No contract or other transaction between this Corporation and any other corporation and not act of this Corporation shall in any way be affected or invalidated by the fact that any of the Directors of this Corporation are pecuniarily or otherwise interested in or are directors or officers of such corporation; any directors individually, or any firm of which any director may be a member, may be a party to, or may be pecuniarily or otherwise interested in any contract or transaction of this Corporation, provided that the fact that he or such firm is so interested shall be disclosed or shall have been known to the Board of Directors or a majority thereof; and any director of this Corporation, who is also a director or officer of such other corporation, or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this corporation, which shall authorize any such contract or transaction, and may vote thereat to authorize any such contract or transaction, with like force and effect as if he were not such director or officer of such other corporation or not so interested.

(c) The Board of Directors shall have power, from time to time, to fix and determine and to vary the amount of working capital of the Corporation, to determine whether any, and, if any, what part of the surplus of the Corporation or of the net profits arising from its business shall be declared in dividends and paid to the stockholders, subject, however, to the provisions, of the charter, and to direct to and to determine the use and disposition of any such surplus or net profits. The Board of Directors may in its discretion use and apply any of such surplus the stock of the Corporation, or any of its bonds or other evidences of indebtedness, to such extent and in such manner and upon such lawful terms as the Board of Directors shall deem expedient.

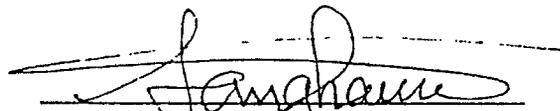
(d) Notwithstanding any provision of law requiring any action to be taken or authorized by the affirmative vote of the holders of a designated

proportion of the shares of stock of the Corporation, or to be otherwise taken or authorized by vote of the stockholders, such action shall be effective and valid if taken or authorized by affirmative vote of majority of the total number of votes entitled to be cast thereon, except as otherwise provided in this charter

(e) The Board of Directors shall have power, subject to any limitation or restrictions herein set forth or imposed by law, to classify or re-classify any unissued shares of stock, whether now or hereafter authorized, by fixing or altering in any one or more respects, from time to time, before issuance of such shares, the preferences, rights, voting powers, restrictions and qualifications of, the dividends on, the times and prices of redemption of, and the conversion of rights of, such shares.

(f) The Board of directors shall have power to declare and authorize the payment of stock dividends, whether or not payable in stock of one class of holders of stock, of another class or classes; and shall have authority to exercise, without a vote of stockholders, all powers of the Corporation, whether conferred by law or by these Articles, to purchase, lease or otherwise acquire the business assets of franchises, in whole or in part, of other corporations or unincorporated business entities.

I hereby verify that the statements and contents of this Articles of Incorporation are true and accurate to the best of my personal knowledge.

  
Incorporator Sam R. Ghanem

Dated: June \_\_\_\_, 1996.

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

July 11, 1996

The State Corporation Commission has found the accompanying articles submitted on behalf of

WASHINGTON MOVERS, INC.

to comply with the requirements of law, and confirms payment of all related fees

Therefore, it is ORDERED that this

CERTIFICATE OF INCORPORATION

be issued and admitted to record with the articles of incorporation in the Office of the Clerk of the Commission, effective July 11, 1996

The corporation is granted the authority conferred on it by law in accordance with the articles, subject to the conditions and restrictions imposed by law

STATE CORPORATION COMMISSION

By



Commissioner

CORPACPT  
CIS20423  
96-07-10-0086

# Commonwealth of Virginia



## State Corporation Commission

*I Certify the Following from the Records of the Commission:*

The foregoing is a true copy of all documents constituting the charter of WASHINGTON MOVERS, INC on file in the Clerk's Office of the Commission

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:  
October 28, 2008*

*Joel H. Peck*  
\_\_\_\_\_  
*Joel H. Peck, Clerk of the Commission*



## ***Receipt for Authentications Services***

**Case Service Number** 09005784

**Date.** 11/21/2008

---

Received, from Washington Movers Inc., the amount of \$8 00 for the authentication of 1 document.

**Authentications Office  
U.S. Department of State**

## BEST PICK PROGRAM MASTER AGREEMENT

This master agreement ("Agreement") is made by and between EBSCO Research LLC, a Delaware limited liability company, located at Suite 1050, 1447 Peachtree Street, Atlanta, GA 30309 ("EBSCO Research") and Washington Movers International, a Maryland corporation with the address 7913 Cryden Way, District Heights, MD 20747 ("Washington Movers International") Hereinafter, EBSCO Research and Washington Movers International are referred to as the "Parties."

Whereas, EBSCO Research is an independent research firm that conducts consumer research to evaluate and document the performance of home service providers. In its publication, *Best Pick Reports*, EBSCO Research designates as a Best Pick<sup>TM</sup> those companies which excel in consumer research by meeting all Best Pick requirements.

Whereas, Washington Movers International agrees to be considered for inclusion in *Best Pick Reports* which is premised on Washington Movers International becoming eligible through meeting all Best Pick requirements which shall be determined by EBSCO Research in its sole discretion

NOW THEREFORE, in consideration of the premises contained herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are acknowledged, IT IS HEREBY AGREED AS FOLLOWS.

### 1. Best Pick Eligibility and Requirements

- 1.1. Washington Movers International agrees to provide the information necessary for EBSCO Research to conduct its research to determine if Washington Movers International meets the Best Pick requirements ("Requirements") including, without limitation
  - a. Washington Movers International must excel when compared to competitors based on EBSCO Research's consumer research.
  - b. Washington Movers International's rating will be based on more than fifty (50) customer reviews. Upon request from EBSCO Research, Washington Movers International will provide EBSCO Research a complete copy of its customer jobs database for the immediately preceding twelve (12) months or longer as necessary to obtain sufficient customer reviews.
  - c. Washington Movers International will carry comprehensive general liability insurance with customary limits and will add EBSCO Research as a certificate holder. Washington Movers International will also carry workers' compensation insurance.
  - d. Washington Movers International will hold proper professional licenses.
  - e. Washington Movers International will deliver prompt and high-quality services to all of its customers.
  - f. Washington Movers International will honor all contracts made with homeowners.

and suppliers.

If Washington Movers International meets all Best Pick Requirements as stated in this section and is selected by EBSCO Research for inclusion in the Best Pick program, Washington Movers International agrees to participate in the Best Pick program. Attached Exhibit A represents the Best Pick Company Pledge

However, if Washington Movers International meets all Best Pick Requirements as stated in Section 1 with the exception of meeting the minimum number of reviews as stated herein, and is still selected by EBSCO Research for inclusion in the Best Pick Program, Washington Movers International agrees to participate in the Best Pick Program listed as "Honorable Mention."

By way of example, if EBSCO Research is unable to interview more than 50 Washington Movers International customers, EBSCO Research at its sole discretion will determine if Honorable Mention status has been achieved. If so, EBSCO Research will list Washington Movers International as "Honorable Mention."

- 1.2. Upon conclusion of EBSCO Research's consumer research with respect to Washington Movers International, EBSCO Research shall notify Washington Movers International in writing of its decision to include or not include Washington Movers International as a Best Pick. If EBSCO Research selects Washington Movers International as a Best Pick, Washington Movers International acknowledges that it has earned its good rating and has not purchased this recognition. Washington Movers International agrees to the publication of its good rating and other Washington Movers International information in *Best Pick Reports* for the benefit of customers and potential customers.
- 1.3 If at any time during the term of this Agreement Washington Movers International fails to meet the Requirements, as determined solely by EBSCO Research, Washington Movers International agrees that EBSCO Research may immediately terminate this Agreement based on Washington Movers International's ineligibility. Without limiting the generality of the foregoing, in the event Washington Movers International is not included in any *Best Pick Reports* publication (or with respect to any particular category or region), or if *Best Pick Reports* is not published for any reason, Washington Movers International agrees that EBSCO Research shall have no liability whatsoever to Washington Movers International for such exclusion or non-publication.

## **2. Leads and Direct-Answer**

- 2.1. If EBSCO Research selects Washington Movers International as a Best Pick or Honorable Mention for *Best Pick Reports*, Washington Movers International desires to be listed for the categories and regions listed below. Washington Movers International will provide input on the descriptive write-up to be included in *Best Pick Reports*; however, the final listing shall be determined by EBSCO Research. Washington Movers International consents to the use of its name and descriptive text in *Best Pick Reports*. Washington Movers International agrees to service all areas that it is published in and also agrees not to decline leads from within any of these areas.

	Montgomery	Howard	Anne Arundel	Prince George's	DC
Movers	✓	✓	✓	✓	✓

2.2 EBSCO Research agrees to obtain a unique local phone number(s) for Washington Movers International ("Phone Number") which will be forwarded to Washington Movers International. EBSCO Research may, in its sole discretion, set up, use, and maintain one or more additional Phone Numbers that will be forwarded to Washington Movers International. Subject to Washington Movers International's continuing to meet the Best Pick Requirements, EBSCO Research agrees to maintain the Phone Number printed in *Best Pick Reports* and continue forwarding calls to Washington Movers International.

2.3 Washington Movers International will answer ("Direct Answer") each inbound call in a manner similar to the following: "Hello, Washington Movers International, may I help you?" Within the first 60 seconds of the call, the operator will prompt the caller to take the caller's name, address, phone number, and type of work needed. EBSCO Research will listen to recordings of the calls and transcribe the caller's contact information to maintain a log which will be used by EBSCO Research for consumer research purposes as well as to track leads ("Call Log"). Washington Movers International will be responsible for working the Lead. EBSCO Research will own the information contained in the Call Log and may interview some or all of the Leads contained in the Call Log to measure customer satisfaction. Calls will be recorded and/or monitored for quality assurance and information collection through the Best Pick Reports Call Tracking System (Washington Movers International's *Best Pick Report's* line). As is required by state law, Washington Movers International agrees it will notify and regularly remind its call operators of the practice of telephone call recording and consents on behalf of itself as well as its call operators to such recording.

For any call where the operator has not attempted to collect contact information (name, address, phone number, and type of work needed) within the first sixty (60) seconds of the call, a per-call rate of fifty-eight dollars (\$58) will be charged for that call in lieu of the percentage of the revenue from that job as outlined in Section 3.1. For any call where the operator has made an attempt to collect contact information within the first sixty (60) seconds of the call, Washington Movers International agrees to pay EBSCO Research the percentage of the job as outlined in Section 3.1 if Washington Movers International performs any work for the caller.

2.4 The *Best Pick Reports* website includes an email option for users to request more information. This option generates leads in the event that homeowners prefer initial contact via email, rather than by telephone. This feature will not be activated unless Washington Movers International specifically requests to do so by signing attached Exhibit B and providing a web Lead email address. All web Leads will be treated as calls and/or inbound Leads, according to the terms and conditions of this Agreement including without limitation Section 3, Fees and Notices. Washington Movers International may choose to activate or deactivate the website leads program on a one-time annual basis only.

- 2.5 Washington Movers International agrees not to refer any Lead obtained through the Direct-Answer of EBSCO Research lines or email to any other entity
- 2.6 It is understood between the parties that Washington Movers International may have customers outside of the Leads generated through the terms of this Agreement. For the purposes of this Agreement, a previous customer is defined as any homeowner or entity that is not in the twelve-month EBSCO Research Payment Window, as defined herein, and for which Washington Movers International has completed work for in the previous eighteen (18) months ("Previous Customer") In the event Washington Movers International believes a call received qualifies as a Previous Customer, Washington Movers International will fax a copy of the customer contract to EBSCO Research by midnight of the next business day If that customer is determined by EBSCO Research to be a Previous Customer of Washington Movers International and not a Lead as defined herein, Washington Movers International will not be required to pay a fee based on a job completed for that customer or a fee for a Lead of that customer
- 2.7 EBSCO Research may in its sole discretion suspend or terminate the forwarding of Leads to Washington Movers International, or redirect Forwarding Inbound Calls to another Best Pick participant as determined solely by EBSCO Research, at any time that Washington Movers International has committed and failed to cure a breach of this Agreement. For the purposes of this agreement, Forwarding Inbound Calls is defined as using a Call Tracking System that forwards inbound customer calls to Washington Movers International.

### **3. Fees and Notices**

- 3.1 Washington Movers International agrees to pay EBSCO Research ten percent (10%) of the revenue of each job (before tax) acquired through a Lead provided by EBSCO Research. Revenue is defined as the total amount the customer pays Washington Movers International for the job(s) generated from the Lead [before sales tax]
- 3.2 Washington Movers International agrees to pay EBSCO Research a fee as defined in the immediately preceding paragraph for each additional job performed for the Lead for which work begins within twelve (12) months of the initial job date (the "First Job") for the Lead On the 366<sup>th</sup> day following the First Job, the Lead will convert to an "Acquired Customer" for a period of eighteen (18) months (the "Acquired Customer Period").
- 3.3 Washington Movers International agrees to pay EBSCO Research as defined herein for each additional job performed for the Lead for which work begins within twelve (12) months of the receipt of the initial job date (the "First Job") for the Lead This twelve (12) month period shall be called the twelve-month EBSCO Research Payment Window
- 3.4 Washington Movers International agrees that it will treat all payments due to EBSCO Research as marketing expenses and will not charge such costs to customers/homeowners. Any indication that *Best Pick Reports* fees are being discussed with homeowners will constitute a breach in the confidentiality clause as stated herein.
- 3.5 Washington Movers International agrees that payments for all jobs completed during a

given month are due to EBSCO Research by the tenth day of the following month ("Due Date"), regardless of when the customer pays Washington Movers International. With the payment to EBSCO Research, Washington Movers International will include an accurate list of all jobs completed for Leads that month ("Report") and will include the following information in the Report: job description, Customer Name, address and phone number, call ticket, date call received, date job completed, amount of revenue, copies of sales agreements, and final invoices for jobs. EBSCO Research will provide the preferred format for the Report.

- 3.6 Washington Movers International agrees to pay one point five percent (1.5%) interest per month on the total amount of fees due that have not been paid within thirty (30) days after the Due Date. Washington Movers International agrees to pay one hundred dollars (\$100) for each whole or partial month that a monthly Report is overdue. After forty-five (45) days of non-payment and/or non-reporting, EBSCO Research may at its own discretion stop forwarding Leads to Washington Movers International, or redirect Forwarding Inbound Calls to another Best Pick participant as determined solely by EBSCO Research. For the purposes of this agreement, Forwarding Inbound Calls is defined as using a Call Tracking System that forwards inbound customer calls to Washington Movers International.
- 3.7 EBSCO Research and Washington Movers International agree (1) that if Washington Movers International intentionally fails to report as outlined in this Agreement, Washington Movers International would be in breach of this Agreement and damage would occur to EBSCO Research, and the injury to EBSCO Research caused by such a breach would be difficult or impossible to accurately estimate in advance, (2) that Washington Movers International intends to provide for the payment of damages for such a breach and does not intend for a penalty to be paid in the event of a breach; and (3) that the parties have agreed in advance that if such a situation occurs, Washington Movers International will pay EBSCO Research five hundred dollars (\$500) for each Lead received during the term of this Agreement less the amount already paid by Washington Movers International for jobs resulting from Leads received during the term of this Agreement.
- 3.8 All notices, requests, and other communications shall be provided in writing by hand delivery, U.S. registered or certified mail, email, or overnight carrier to the addresses above written, or faxed to EBSCO Research (404-355-7896). Additionally, Washington Movers International agrees to include an email or fax number as requested on the signature page of this agreement. This information will be used by EBSCO Research to forward Leads to Washington Movers International.

#### **4. Term and Termination**

4.1 The term of this Agreement is defined as follows:

- a. "Initial Period"

The Initial Period begins on the date of the first mailing of the spring edition of *Best*

*Pick Reports*, (estimated to be between February and April of 2016) and ends on the date of next year's mailing of the spring edition of *Best Pick Reports* (estimated to be between February and April of 2017)

b. "First Renewal Period"

This Agreement will automatically renew on December 1, 2016 for the period beginning on the date of the first mailing of the next edition of *Best Pick Reports* (estimated to be between February and April 2017) unless Washington Movers International or EBSCO Research notifies the other party of its intent not to renew this Agreement by November 1, 2016.

4.2 The termination of Initial Period:

If Washington Movers International or EBSCO Research terminates this Agreement during the Initial Period by giving notice to the other party as provided herein, Washington Movers International agrees to be responsible for continuing to pay EBSCO Research fees for Jobs acquired through a Lead for a period of eighteen (18) months after the end of the Initial Period as stated herein. Therefore, if this Agreement is terminated, Washington Movers International will continue to make fee payments to EBSCO Research through August 31, 2018.

4.3 The term of future renewal periods ("Renewal Periods") is defined as follows:

a This Agreement will automatically renew on December 1 for the period that begins on the date of the next mailing of the spring edition of *Best Pick Reports*, (estimated to be between February and April of 2017) and ends on the date of next year's mailing of the spring edition of *Best Pick Reports* (estimated to be between February and April of 2018). Therefore, Renewal Periods subsequent to the First Renewal Period, as defined herein, begin on the date of the first mailing of the next edition of *Best Pick Reports* and end on the date of the next mailing of the spring edition of *Best Pick Reports*, unless Washington Movers International or EBSCO Research notifies the other party of its intent not to renew this Agreement by November 1 of the then current Renewal Period.

b. If Washington Movers International or EBSCO Research terminates this Agreement by giving notice to the other party as provided herein, Washington Movers International agrees to continue making fee payments to EBSCO Research for Jobs acquired through a Lead for a period of eighteen (18) months after the end of the First Renewal or subsequent Renewal Period.

4.4 EBSCO Research will send a "Term Sheet" to Washington Movers International at least forty-five (45) days prior to November 1 of the current term in the event that the terms and conditions of this Agreement are amended. This Term Sheet will require signature by an authorized representative of Washington Movers International and will be considered an addendum to this master Agreement. Further, Washington Movers International's execution of the Term Sheet shall serve as a waiver of Washington Movers International's right to terminate the Agreement for the Initial Renewal Period or any subsequent Renewal Period, as applicable.

- 4.5 EBSCO Research may terminate this Agreement immediately, in whole or in part, in the event that Washington Movers International defaults on any payments due EBSCO Research under this Agreement or if Washington Movers International breaches any term of this Agreement.
- 4.6 EBSCO Research may terminate this Agreement at any time if Washington Movers International: (i) becomes or is declared insolvent or is the subject of any liquidation or insolvency proceedings, including, but not limited to, the appointment of a receiver or similar officer for Washington Movers International; (ii) makes an assignment for the benefit of all or substantially all of its creditors; (iii) enters into an agreement for the composition, extension, or readjustment of all or substantially all of its debts or obligations; or (iv) files a voluntary bankruptcy petition or has an involuntary bankruptcy petition filed against it and either the voluntary or involuntary petition is not dismissed within sixty (60) calendar days of the petition's filing.
- 4.7 In the event this Agreement is terminated for any reason, Washington Movers International shall not be relieved of its obligation to pay EBSCO Research for fees associated with Jobs. Washington Movers International's obligation to continue paying fees for Jobs acquired from a Lead shall continue as provided in this section.

## **5. Intellectual Property**

- 5.1 All of EBSCO Research's intellectual property including, but not limited to, trademarks, symbols, ratings, comments from interviews, the name "Best Pick Reports," the name "Best Pick," and all information published in Best Pick Reports (collectively referred to herein as "Intellectual Property"), are the sole property of EBSCO Research or its parent company, and may not be used by Washington Movers International, or any entity associated with Washington Movers International, without the express written permission of EBSCO Research. Please refer to the Best Pick Reports Intellectual Property Guidelines as they explain our policy in greater detail. During the Term, Washington Movers International is hereby granted a license to use the Intellectual Property pursuant to and in accordance with the Best Pick Reports Intellectual Property Guidelines. The Parties agree and acknowledge that any misuse of EBSCO Research's Intellectual Property constitutes a breach of this Agreement and that EBSCO Research will have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement. EBSCO Research hereby disclaims any right, title, ownership or other interest in and to the name "Washington Movers International" or in any of the trademarks, logos, symbols and the like used by Washington Movers International.
- 5.2 Washington Movers International agrees to indemnify, defend, and hold harmless EBSCO Research and its affiliates, officers, employees, managers, members, agents, and representatives from and against any and all damages, costs, expenses, suits or other liabilities, including but not limited to attorneys' fees, arising out of any claim of infringement of trademark, copyright, or other intellectual property rights by a third party

due to Washington Movers International's material published in *Best Pick Reports*.

- 5.3 In consideration of this Agreement and in order to safeguard the trade secrets of EBSCO Research, Washington Movers International hereby represents and warrants that it and its officers, directors and employees do not currently and will not during the term of this Agreement and one year following termination of this Agreement ("Restriction Period"), regardless of the manner in which the Agreement is terminated, directly or indirectly own, manage, operate, finance, join, control or participate in any enterprise engaged in any business or activities, which compete with or adversely affect EBSCO Research, including hiring or soliciting any current or former EBSCO Research employee, anywhere in the United States, including without limitation to the state of Maryland/District of Columbia.

**6. Indemnification**

Washington Movers International irrevocably covenants, promises, and agrees to indemnify, defend, and hold EBSCO Research and its affiliates, officers, employees, managers, members, agents, and representatives harmless from and against any and all losses, claims, expenses, suits, damages, costs, demands, or liabilities of whatever kind or nature arising out of or relating to (1) the breach of any of Washington Movers International's obligations under this Agreement or (2) the negligence or willful misconduct in performance of services by Washington Movers International or its employees, agents, representatives, or subcontractors.

EBSCO Research irrevocably covenants, promises, and agrees to indemnify, defend, and hold Washington Movers International and its affiliates, officers, employees, managers, members, agents, and representatives harmless from and against any and all losses, claims, expenses, suits, damages, costs, demands, or liabilities of whatever kind or nature arising out of or relating to (1) the breach of any of EBSCO Research's obligations under this Agreement or (2) the negligence or willful misconduct in performance of services by EBSCO Research or its employees, agents, representatives, or subcontractors.

**7 Confidentiality & Exclusivity**

- 7.1 Neither EBSCO Research or Washington Movers International, or such Party's affiliates shall disclose any confidential information ("Confidential Information") to any third party during the term of this Agreement or at any time thereafter or use any of the Confidential Information for the benefit of themselves or others. Such party shall only permit disclosure of the Confidential Information to the other party's directors, officers, employees, agents, and advisors who have a need to know such information (it being agreed that such directors, officers, employees, agents, and advisors shall be informed in writing by the parties of the confidential nature of such information and that by receiving such information they are agreeing to be bound by this Agreement) and shall not use the Confidential Information for any purpose other than the purpose contemplated by this Agreement.
- 7.2 The parties agree that any misuse of the other party's Confidential Information constitutes

a material breach of this Agreement and that the other party will have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief; provided however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement. At EBSCO Research's discretion, misuse of Confidential Information may also result in termination of the Receiving Party's participation in Best Pick Reports.

- 7.3 Confidential Information does not apply to any information which: (1) is disclosed pursuant to applicable laws, regulations, or court order, provided that Washington Movers International shall give EBSCO Research prompt notice of such request so that EBSCO Research has an opportunity to defend, limit, or protect such disclosure, or (2) is established to be in the public domain other than as a consequence of a breach of an obligation undertaken not to disclose the information, or (3) is made public by EBSCO Research.
- 7.4 For purposes of this Agreement, Confidential Information includes, but shall not be limited to.
- a This Agreement and its contents.
  - b Distribution/ mailing schedules for *Best Pick Reports*.
  - c Distribution/ mailing quantities of *Best Pick Reports*.
  - d Distribution zip codes and distribution map of *Best Pick Reports*.
  - e *Best Pick Reports* criteria for selecting homeowners to which to mail.
  - f Pricing and payment terms for payments from Washington Movers International to EBSCO Research
  - g. Methodology of pricing and payment terms regarding EBSCO Research and Washington Movers International.
  - h. Information concerning the function and capabilities of the *Best Pick Reports* call tracking/ billing system and details of how calls are counted
  - i. Invoices and call logs from *Best Pick Reports*.
  - j. *Best Pick Reports* expansion markets or plans.
  - k. Details of *Best Pick Reports* research process.
  - l. Washington Movers International's report card
  - m. Washington Movers International's response and effectiveness rates on *Best Pick Reports* Leads.
  - n. Any information, including the foregoing, which is a trade secret of EBSCO Research by virtue of EBSCO Research's efforts to maintain its secrecy and which gives EBSCO Research a competitive advantage by not being generally known to the public. Disclosure to Washington Movers International under the terms of this agreement does not diminish the trade secret status of such information
  - o. The customer jobs database provided to EBSCO Research by Washington Movers International pursuant to Section 1 of this Agreement.
- 7.5 Washington Movers International agrees not to join or to be published in any other research-based/pre-screened services guide programs analogous to Best Pick Reports (a

"Program"). If company joins or is listed in any such Program, Washington Movers International will be in breach of this agreement and EBSCO Research may in its sole discretion terminate this agreement. If you have any questions whether listing with a Program which has solicited you would violate this provision, please contact EBSCO Research for guidance. NOTICE By agreeing to this provision, Washington Movers International agrees and understands that breach of this provision will give rise to irreparable harm to EBSCO Research and other Best Pick participants, by lessening the value of publication in Best Pick Reports. Washington Movers International agrees that immediately upon learning of Washington Movers International's breach of this provision, EBSCO Research, at its discretion and without notice, may redirect company's published phone lines to EBSCO Research and may advise any customer calling on such lines that Washington Movers International has been removed from the Best Pick Reports. Washington Movers International further agrees that EBSCO Research may advise the customer of alternative Best Pick Reports participants.

## **8. Dispute Resolution**

- 8.1 Subject to this Agreement, any and all controversies, claims, and disputes concerning this Agreement shall be resolved by binding and final arbitration to be conducted under the American Arbitration Association Commercial Arbitration Rules (the "Rules") then in effect, except that the said rules shall be modified and augmented as follows: (i) the number of arbitrators shall be one, the Parties shall mutually agree to the arbitrator within fourteen (14) calendar days following the referral of the dispute to arbitration; if the Parties do not agree, the arbitrator shall be selected in accordance with the Rules; the arbitrator shall have substantial expertise in arbitrating commercial and contractual disputes; (ii) the locale for all arbitration hearings and proceedings shall be in Atlanta, Georgia; (iii) all expenses of the arbitration, including administrative fees and arbitrator's fees and expenses, shall be shared equally among the Parties, and all other costs and expenses shall be borne by the Party incurring the same, including attorneys' fees, witness fees, and other costs of preparation and attendance, (iv) any such arbitration proceedings shall be and remain confidential, (v) the written decision and reason of the arbitrator shall be delivered to each of the Parties no later than thirty (30) calendar days after the close of argument in the arbitration. The written decision of the arbitrator shall be final and binding upon the Parties in respect of all matters relating to the arbitration. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction.
- 8.2 The foregoing notwithstanding, either party shall be entitled, in addition to the exercise of other remedies, to seek from any court of competent jurisdiction, and (subject to court approval) obtain, specific performance and/or injunctive or other equitable relief, without necessity of posting a bond, restraining either party from breaching any provision of the Intellectual Property or the Confidentiality Sections of this Agreement.

## **9. Miscellaneous**

- 9.1 Neither party shall assign or otherwise transfer any of its rights, interests, or obligations under this Agreement without the prior written consent of the other party. No amendment to this Agreement will be effective unless made in writing and signed by each

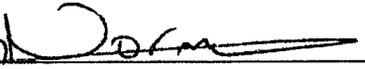
of the Parties.

- 9.2 This Agreement shall be governed by, construed under, and enforced in accordance with, the laws of the State of Georgia without regard to its conflict-of-laws principle
- 9.3 Should any clause, sentence, section, or paragraph of this Agreement be declared to be invalid, unenforceable, or void by any court of competent jurisdiction or any arbitrator duly authorized to bind the Parties, all remaining portions of this Agreement will remain in full force and effect, and any provision held invalid, unenforceable, or void only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable (it being agreed that such court or arbitrator shall have the authority to revise such provision to render it enforceable to the maximum extent possible)
- 9.4 No failure or delay by either party in exercising any right under this Agreement shall operate as a waiver thereof, nor shall a single or partial exercise thereof preclude any further exercise of any right under this Agreement.
- 9.5 Headings of articles and of provisions of this Agreement are for convenience only and do not alter the meaning of this Agreement.
- 9.6 The provisions regarding Confidentiality, Intellectual Property, Fees and Notices, Indemnification, Dispute Resolution, and Miscellaneous shall survive the termination of this Agreement.
- 9.7 This Agreement may be executed in counterparts and each shall be deemed an original of this Agreement.
- 9.8 This Agreement constitutes the entire agreement of the parties and supersedes all previous agreements, written or oral, between the Parties. No statement, promise, or inducement made by either party, or the agent of a party, either written or oral, which is not provided for in this Agreement or any addendums or amendments thereto, is binding upon that party

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Best Pick Program Master Agreement, on the dates indicated below

Washington Movers International

EBSCO Research Representative

By: 

By: \_\_\_\_\_

Title Director of Operations

Title: \_\_\_\_\_

Date: 02-10-16

Date: \_\_\_\_\_

EBSCO Research, LLC

By: \_\_\_\_\_

Washington Movers International agrees to provide a working phone number on the space below indicating where EBSCO Research will forward phone lines to Washington Movers International for Direct-Answer, as well as an email address to receive regular copies of Call Logs and other communications relevant to Direct-Answer

Phone Line: 301-516-1616

Email Address: Sam@wmius.com

EXHIBIT A

**BEST PICK<sup>TM</sup> COMPANY PLEDGE**

As a Best Pick<sup>TM</sup> program participant, we understand our company has earned a good rating in the *Best Pick Reports* research, and we have not purchased this recognition. The only way any company can obtain a good rating from *Best Pick Reports* by EBSCO Research LLC is to earn it by having a high number of satisfied customers along with good reviews. So that we can directly benefit from our good rating, we have elected to participate in the Best Pick program. As a Best Pick program participant, we agree to have *Best Pick Reports* publicize our rating and other company information to customers and prospective customers.

We agree to treat any and all payments made to EBSCO Research LLC as a marketing expense and will not directly pass such payment costs through to homeowners. We agree to continue delivering the same high-quality service to our customers that enabled us to earn a good rating. We agree to maintain our company and professional licenses. We agree to maintain our workers' compensation and liability insurance. Additionally, we agree to respond directly to EBSCO Research within 4 business days any time a concern, issue, or complaint is brought to our attention by EBSCO Research, LLC.

Washington Movers International:

Signature: 

Name (printed): Norma Ghaneh

Title Director of Operations

Date. 02-10-16

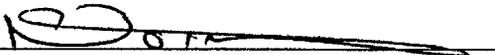
**EXHIBIT B Web Leads**

The *Best Pick Reports* website includes an email option for users to request more information. This option generates email leads in the event that homeowners prefer initial contact via email, rather than telephone. This feature will not be activated unless Washington Movers International specifically requests to do so by providing a web Lead email address. All web Leads will be treated as calls and/or inbound leads, according to the terms and conditions of this Agreement including, without limitation, those sections regarding fees to be paid to EBSCO Research. Washington Movers International may choose to activate or deactivate the website leads program on a one-time annual basis only.

Washington Movers International agrees to the inclusion of the email option on the *Best Pick Reports* website as evidenced by the signature of its authorized representative below. The email address to be used for Washington Movers International is also indicated below.

Washington Movers International

By: Norma Gharem

Signature. 

Date 2/16

Email address: norma@wmius.com

Different departments of EBSCO Research will be reaching out to **Company Name** throughout the year for various purposes related to its account. Please provide EBSCO Research with the best people within **Company Name** to contact.

**Main Contact Person**

Name Norma Ghanem  
Title Director of Operations  
Phone. 301-516-3001  
Email Norma@wmius.com  
cell - 202-498-6454

Check this box if the main contact person above will handle all Best Pick Reports communication, as detailed below

**Data Contact Person**

*(who will provide us with your customer list)*

Name. NA  
Title \_\_\_\_\_  
Phone \_\_\_\_\_  
Email \_\_\_\_\_

**Marketing Contact Person** *(who will review your company profile prior to publication and handle other marketing initiatives)*

Name: NA  
Title: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Accounting/Billing Contact Person**

Name. N/A  
Title. \_\_\_\_\_  
Phone \_\_\_\_\_  
Email. \_\_\_\_\_

**Other Point of Contact**

Name. Sandra Rodriguez  
Title. Office Manager  
Phone. 301-516-3000  
Email. airdocs@wmius.com  
240-277-1254

**Other Point of Contact**

Name. \_\_\_\_\_  
Title. \_\_\_\_\_  
Phone \_\_\_\_\_  
Email. \_\_\_\_\_

Washington Movers, Inc  
7913 Cryden Way  
District Heights, MD 20747

Industrial Bank  
15-88540

0694

2/25/2016

PAY TO THE ORDER OF: F.N B EQUIPMENT FINANCE \$437.80  
Four Hundred Thirty-Seven and 80/100 DOLLARS

FNS 3 COMMERCIAL LEASING  
1853 HWY 315  
PITTSBURGH, PA 15260

MEMO Lease #: 1812 FML3

*[Signature]*  
AUTHORIZED SIGNATURE

694 \$437 80 3/8/2016

Washington Movers, Inc  
7913 Cryden Way  
District Heights, MD 20747

Industrial Bank  
15-88540

0695

2/26/2016

PAY TO THE ORDER OF: Gary Savoy \$71.50  
Seventy-One and 50/100 DOLLARS

Gary A Savoy  
3818 Regency Pkwy Apt 201  
Suffland, MD 20748

MEMO 6.5 Hours / Loading Job

*[Signature]*  
AUTHORIZED SIGNATURE

695 \$71 50 2/26/2016

Washington Movers, Inc  
7913 Cryden Way  
District Heights, MD 20747

Industrial Bank  
15-88540

0698

2/29/2016

PAY TO THE ORDER OF: KEITH WILTSHIRE \$400.00  
Four Hundred and 00/100 DOLLARS

KEITH WILTSHIRE  
6652 WHITFIELD CHAPEL RD  
LANHAM, MD 20708  
TEL: 202-685-6885

MEMO MSCUVH376617 / TCKU2157094

*[Signature]*  
AUTHORIZED SIGNATURE

699 \$400.00 2/29/2016

Washington Movers, Inc  
7913 Cryden Way  
District Heights, MD 20747

Industrial Bank  
15-88540

0702

3/3/2016

PAY TO THE ORDER OF: Gary Savoy \$93.50  
Ninety-Three and 50/100 DOLLARS

Gary A Savoy  
3818 Regency Pkwy Apt 201  
Suffland, MD 20748

MEMO 6.5 Hours / Loading Job

*[Signature]*  
AUTHORIZED SIGNATURE

702 \$93.50 3/3/2016

Washington Movers, Inc  
7913 Cryden Way  
District Heights, MD 20747

Industrial Bank  
15-88540

0703

3/4/2016

PAY TO THE ORDER OF: LARRY BLACK \$729.50  
Seven Hundred Twenty-Nine and 50/100 DOLLARS

LARRY BLACK  
214 OAKWOOD LANE  
DISTRICT HEIGHTS, MD 20747

MEMO Pay Period: 02/15/2016 - 02/28/2016

*[Signature]*  
AUTHORIZED SIGNATURE

703 \$729 50 3/7/2016

Washington Movers, Inc  
7913 Cryden Way  
District Heights, MD 20747

Industrial Bank  
15-88540

0704

3/4/2016

PAY TO THE ORDER OF: Sandra B Rodriguez \$1,000.53  
One Thousand and 53/100 DOLLARS

Sandra B Rodriguez  
2541 Glenallen Ave  
Apt 104  
Silver Spring, MD 20906

MEMO Pay Period: 02/15/2016 - 02/28/2016

*[Signature]*  
AUTHORIZED SIGNATURE

704 \$1,000 53 3/9/2016

Washington Movers, Inc  
7913 Cryden Way  
District Heights, MD 20747

Industrial Bank  
15-88540

0709

3/4/2016

PAY TO THE ORDER OF: KEITH WILTSHIRE \$400.00  
Four Hundred and 00/100 DOLLARS

KEITH WILTSHIRE  
6652 WHITFIELD CHAPEL RD  
LANHAM, MD 20708  
TEL: 202-685-6885

MEMO 038BAL1034325/MEDU8182889

*[Signature]*  
AUTHORIZED SIGNATURE

709 \$400.00 3/7/2016

10:04 AM  
06/13/16

**Washington Movers Inc**  
**Payroll Summary**  
January 2014 through December 2015

	LARRY BLACK.		Norma Ghanem		Sandra B Rodr	
	Hours	Rate	Hours	Rate	Hours	Hours
<b>Employee Wages, Taxes and Adjustments</b>						
Gross Pay	399.41665	11.00	535	19.00	506.08334	
Hourly	399.41665	4,393.60	535	4,393.60	10,165.00	
<b>Total Gross Pay</b>		<b>4,393.60</b>		<b>4,393.60</b>	<b>10,165.00</b>	
Adjusted Gross Pay	399.41665	4,393.60	535	4,393.60	10,165.00	506.08334
Taxes Withheld						
Federal Withholding		-338.00				-356.00
Medicare Employee		-63.71				-147.39
Social Security Employee		-272.40				-630.23
MD - Withholding		-151.70				0.00
VA - Withholding		0.00				-426.00
Medicare Employee Addl Tax		0.00				0.00
<b>Total Taxes Withheld</b>		<b>-825.81</b>				<b>-1,559.62</b>
<b>Net Pay</b>	<b>399.41665</b>	<b>3,567.79</b>	<b>535</b>		<b>8,605.38</b>	<b>506.08334</b>
<b>Employer Taxes and Contributions</b>						
Federal Unemployment		26.36				42.00
Medicare Company		63.71				147.39
Social Security Company		272.40				630.23
MD - Unemployment Company		3.95				7.65
<b>Total Employer Taxes and Contributions</b>		<b>366.42</b>				<b>827.27</b>

10:04 AM

05/13/16

**Washington Movers Inc**  
**Payroll Summary**  
 January 2014 through December 2015

		Sandra B Rodriguez		TOTAL	
	Rate	Jan '14 - Dec 15	Hours	Rate	Jan '14 - Dec 15
<b>Employee Wages, Taxes and Adjustments</b>					
Gross Pay					
Hourly	15.00	7,591.25	1,440.50		22,149.85
<b>Total Gross Pay</b>		<u>7,591.25</u>	<u>1,440.50</u>		<u>22,149.85</u>
<b>Adjusted Gross Pay</b>		7,591.25	1 440.50		22,149.85
<b>Taxes Withheld</b>					
Federal Withholding		-813.00			-1,507.00
Medicare Employee		-110.07			-321.17
Social Security Employee		-470.66			-1,373.29
MD - Withholding		-303.59			-455.29
VA - Withholding		0.00			-426.00
Medicare Employee Addl Tax		0.00			0.00
<b>Total Taxes Withheld</b>		<u>-1,697.32</u>			<u>-4,082.75</u>
<b>Net Pay</b>		<u><u>5,893.93</u></u>	<u><u>1,440.50</u></u>		<u><u>18,067.10</u></u>
<b>Employer Taxes and Contributions</b>					
Federal Unemployment		42.00			110.36
Medicare Company		110.07			321.17
Social Security Company		470.66			1,373.29
MD - Unemployment Company		6.83			18.43
<b>Total Employer Taxes and Contributions</b>		<u><u>629.56</u></u>			<u><u>1,823.25</u></u>

**From:** Sandra Rodriguez  
**To:** MANSOUR ALHAMMADI  
**Cc:** sam@wmius.com  
**Subject:** 20ft Import Container  
**Attachments:**

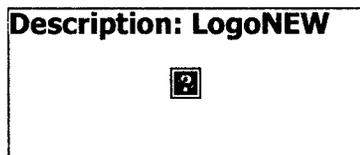
---

Good afternoon Mr Mansour,

Per your conversation with Mrs. Norma, please find the invoice with the remaining amount for the 20ft import container

If you have any questions or concerns, please don't hesitate to ask.

***Best Regards,***



***Sandra Rodriguez***  
***Air Documentation***  
***7913 Cryden Way***  
***District Heights , MD 20747***  
***T 301.516.3000.Ext.14***  
***F.301.516.1515***  
***Email: [airdocs@wmius.com](mailto:airdocs@wmius.com)***  
***[www.wmius.com](http://www.wmius.com)***

## Sam Ghanem

---

**From:** JayDrury@aol.com  
**Sent:** Friday, April 1, 2016 2:49 PM  
**To:** sam@wmius.com  
**Subject:** Tenant

Norma, my commission deal is this. I get 6% for 3 year leases. I was offering 4% for the 5 year lease. The last tenant was shaky so I did agree to 4%. This is a tenant that is more than qualified. I will prove that to you. He has 4 locations. They would invest a significant amount in setting up the space. My bottom line for this lease is \$6,000 or I will move them down the street. If they move in the will stay at least 6 years. I will not deliver the deal to you for \$4,000. The initial term is worth over \$150,000 6% of that is \$9,0000 you are getting a \$3,000 break.

Pete

## Sam Ghanem

---

**From:** Sam Ghanem <sam@wmius.com>  
**Sent:** Friday, March 4, 2016 1:06 PM  
**To:** 'Sandra'  
**Subject:** FW: Packaging supplies quote

-----Original Message-----

From: Tom Page [mailto:tpage@arnoldsfactory.com]  
Sent: Thursday, March 3, 2016 7:36 PM  
To: norma@wmius.com  
Cc: sam@wmius.com  
Subject: Packaging supplies quote

Norma,

Thank you for speaking with me today I am pleased to quote the following.

250 pads 60"x 72" 3 ply paper pads  
(25 pads per bundle)  
\$0.77 per pad or \$19.25 per bundle

18" x 1500' x 70 gauge Stretch Wrap  
( 4 rolls per case )

Please note: you are currently using a 65 gauge, my 70 gauge is thicker  
\$44.00 per case

2" x 55 yards Tan carton sealing tape. ( 36 rolls per case)  
\$0.74 per roll or \$26.64 per case.

25lb. White Newsprint  
\$11.50 per 25lb. Per bundle

24" x 1/2" x 250' Large Bubble Wrap  
( 2 rolls per bundle )  
\$29.00 per roll or \$58.00 per bdl

24" x 3/16" x 750 Small Bubble Wrap  
( 2 rolls per bundle)  
\$68.00 per roll or \$136.00 per bdl

All items above are stock items and can be delivered next day if notified before 2.30.  
All prices are delivered prices with a \$200.00 minimum order  
Prices are firm for thirty days.

Thank you.

Tom Page 703-967-5871  
Arnold's Factory Supplies  
3101 Washington Blvd.

Baltimore, Md. 21230

Sent from my iPhone

Sent from my iPhone

## Sam Ghanem

---

**From:** Jamie Cox <jamiec@pridebaltimore.com>  
**Sent:** Friday, November 13, 2015 9:22 AM  
**To:** airdocs@wmius.com; norma@wmius.com; 'Sam Ghanem'  
**Subject:** Total for Pride

Good Morning Norma,

Thanks for your call!

I confirmed with accounting the amount due will be \$1,858.27.

Thanks!

*Jamie Lee Cox*

*CCS / Certified Customs Specialist*

Pride International, Inc.  
2200 Broening Highway Suite 230  
Baltimore Maryland 21224  
Tel: 410-633-0033  
Fax: 410-633-0036

\*\*The importer Security Filing (ISF 10+2) is now mandatory. Untimely and inaccurate ISF's are subject to a penalty of \$5,000.00 per violation. A 10+2 form must be provided to us for each and every ocean import shipment. We can provide you with a template form upon request. You can visit the U.S. Customs website for further details

at [http://www.customs.gov/xp/cgov/trade/cargo\\_security/carriers/security\\_filing/](http://www.customs.gov/xp/cgov/trade/cargo_security/carriers/security_filing/)

Contact us if you have any questions regarding 10+2.\*\*\*\*\*

## Sam Ghanem

---

**From:** Sam Ghanem <sam@wmius.com>  
**Sent:** Tuesday, November 3, 2015 12:11 PM  
**To:** 'Didith Perez'  
**Subject:** RE: Shipping to Doha, Qatar

Hi Didith

We need the dimension of the boxes because it's 7 hours away from our warehouse.  
After we get it we will give her full price pick up and shipping unless she wants to deliver it to us.

Norma

**From:** Didith Perez [mailto:wmius@outlook.com]  
**Sent:** Tuesday, November 3, 2015 9:24 AM  
**To:** Sam Ghanem  
**Subject:** RE: Shipping to Doha, Qatar

We can handle it Door to Door in a shared ctr

I'll contact her But how we about the charges? How much you will charge her

---

**From:** [sam@wmius.com](mailto:sam@wmius.com)  
**To:** [wmius@outlook.com](mailto:wmius@outlook.com)  
**Subject:** FW: Shipping to Doha, Qatar  
**Date:** Tue, 3 Nov 2015 09:17:01 -0500

**From:** Paula Marie Young [mailto:pyoung@qu.edu.qa]  
**Sent:** Sunday, October 25, 2015 7:34 AM  
**To:** [info@wmius.com](mailto:info@wmius.com)  
**Subject:** Shipping to Doha, Qatar

I need to ship a number of boxes (about 25), including a bike and some artwork, to The Pearl, Doha, Qatar. The boxes are currently located in Grundy, VA 24614, but I could bring them to you in Maryland. Please let me know if you can handle this shipment and if you handle all the customs issue on the Qatar end. Thanks.

**Paula Marie Young, J.D., LL.M.**  
Clinical Professor  
College of Law

Qatar University  
Office. +974-4403-7787  
Fax: +974-4403-5253  
Mobile: +974-3063-5603  
P O Box 2713, Doha-Qatar  
[pyoung@qu.edu.qa](mailto:pyoung@qu.edu.qa)  
[www.qu.edu.qa](http://www.qu.edu.qa)



كلية القانون  
College of Law  
جامعة قطر QATAR UNIVERSITY

## Sam Ghanem

---

**From:** Josh Kalowick <jkalowick@gerrywoodauto.com>  
**Sent:** Thursday, October 22, 2015 5:24 PM  
**To:** 'Sam Ghanem'  
**Subject:** RE: WIRE ACCOUNT INFO.docx

We received the original copy

---

**From:** Sam Ghanem [mailto:sam@wmius.com]  
**Sent:** Wednesday, October 21, 2015 12:24 PM  
**To:** 'Josh Kalowick'  
**Subject:** RE: WIRE ACCOUNT INFO.docx

I'm sending the driver in now

Thanks.

Norma Ghanem

---

**From:** Josh Kalowick [mailto:jkalowick@gerrywoodauto.com]  
**Sent:** Wednesday, October 21, 2015 12:02 PM  
**To:** 'Sam Ghanem' <sam@wmius.com>  
**Subject:** RE. WIRE ACCOUNT INFO.docx

Just received your wire!

---

**From:** Sam Ghanem [mailto:sam@wmius.com]  
**Sent:** Wednesday, October 21, 2015 11:58 AM  
**To:** 'Josh Kalowick'  
**Subject:** RE. WIRE ACCOUNT INFO.docx

Josh,

Any update from your bank?

Let me know please

Thanks!

Norma Ghanem  
301-516-3000

---

**From:** Josh Kalowick [mailto:jkalowick@gerrywoodauto.com]  
**Sent:** Wednesday, October 21, 2015 10:41 AM  
**To:** 'Sam Ghanem' <sam@wmius.com>  
**Subject:** RE. WIRE ACCOUNT INFO.docx

Thank you, do you have the confirmation #?

---

**From:** Sam Ghanem [<mailto:sam@wmius.com>]  
**Sent:** Wednesday, October 21, 2015 10:37 AM  
**To:** 'Josh Kalowick'  
**Cc:** 'Brad Wood'  
**Subject:** RE: WIRE ACCOUNT INFO.docx

Good morning Joshua,

Wire was just made. Please find the attached wire receipt.

Please check with your bank shortly and confirm if you've received the funds.

Let me know please, I have my driver on standby

Thank you!

Norma Ghanem  
Office 301-516-3000  
Cell: 202-294-1000

**From:** Josh Kalowick [<mailto:jkalowick@gerrywoodauto.com>]  
**Sent:** Wednesday, October 21, 2015 9:13 AM  
**To:** 'Sam Ghanem' <[sam@wmius.com](mailto:sam@wmius.com)>  
**Subject:** WIRE ACCOUNT INFO.docx

Here is the wiring instructions you requested. Please send over the confirmation # as soon as you send. Thanks!

Joshua Kalowick  
Sales Manager  
gerryWood Auto Group  
704-637-9090  
704-638-9099 fax

**From:** [Sam Ghanem](#)  
**To:** "Sandra"  
**Subject:** FW: CaseStack Logistics, New Contact  
**Date:** Tuesday, March 08, 2016 3:45.35 PM  
**Attachments:** [image001.png](#)

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**From** John Parks [mailto:[jparks@casestack.com](mailto:jparks@casestack.com)]  
**Sent:** Tuesday, March 8, 2016 3 15 PM  
**To:** [sam@wmius.com](mailto:sam@wmius.com), [norma@wmius.com](mailto:norma@wmius.com)  
**Subject:** CaseStack Logistics, New Contact

Hi Norma,

Thank you for taking the time to speak with me today. Per our conversation, here's my email and contact info.

We at CaseStack specialize in LTL & Truckload shipments, and we also do Air, Rail, Ocean & International freight. We ship all across the US, Canada & Mexico through an array of national & regional carriers. On top of our very competitive pricing, we also provide an online system at your disposal, you can run LTL quotes, create BOLs, track shipments and much more, all in one place. If you'd like to get some more information on CaseStack, you can visit our website, [www.casestack.com](http://www.casestack.com)

If you have a shipment that you're working on, or if anything comes up, please send the details over and I'll be happy to work on it for you and see what benefits we can provide to your company.

I look forward to hearing from you,

## John Parks

**Account Representative**  
**Transportation Services Division**  
**Tel 479-856-6140 x2223**  
**Fax: 479-856-6150**  
[jparks@casestack.com](mailto:jparks@casestack.com)  
[www.casestack.com](http://www.casestack.com)



**3739 N. Steele Blvd., Suite 120,  
Fayetteville, AR 72703**

Terms of Service

THIS QUOTE IS ONLY FOR THE SERVICE DISCUSSED, AND BASED ONLY ON THE INFORMATION

PROVIDED BY YOU PLEASE REVIEW ALL INFORMATION NO ASSESSORIALS ARE INCLUDED, UNLESS STATED ANY CHANGES TO THE ORDER DURING PICK-UP AND TRANSIT NULLIFIES QUOTE AND YOU AGREE TO PAY IN FULL ANY AND ALL ADDITIONAL CHARGES. CaseStack's liability for losses, damage, destruction or theft of Goods while under the direct control CaseStack's subcontracted carrier shall be limited to those subject to a "valid claim" as determined under the claims recovery procedures of such carrier. Legal limits on carrier liability shall be applicable to any liability of CaseStack for carrier act or omission. \*Used or antique products are not covered in the per-pound per-package rates listed. The maximum liability for used or antique products is \$0.10 per-pound per-package unless Excess Declared Value Coverage is requested and the additional charges are paid. For a full description of General Liability visit <http://ww2.CaseStack.com/TermsOfService.aspx> Claim Filing - Minimum Allowable Claim = \$50.00

YOU ARE RESPONSIBLE FOR PAYING ALL APPLICABLE FEES AND TAXES YOU INCUR FOR TRANSPORTATION AND/OR WAREHOUSE SERVICES, INCLUDING WITHOUT LIMITATION ALL APPLICABLE SALES, USE, AND EXCISE TAXES

**From:** Sandra Rodriguez  
**To:** [uaeeves@hotmail.com](mailto:uaeeves@hotmail.com)  
**Cc:** [norma@wmius.com](mailto:norma@wmius.com)  
**Subject:** Int'l Shipping Application  
**Attachments:** [NEW INDUSTRIAL BANK Account Receivable Info for Deposit.pdf](#)

---

Good afternoon Mr Nael,

First I would like to thank you for choosing Washington Movers for your shipping needs.

Per your conversation with Mrs Norma, please find attached our shipping application We will need you to please fill it out with the exporter and consignee information I will also need you to please provide me proof copy the EIN number (Federal ID #) for Prestige Import Inc.

Please make sure to mail the original titles to the address below

Washington Movers Int'l  
7913 Cryden Way  
District Heights, MD 20747  
Tel 301-516-3000

If you have any questions or concerns, please don't hesitate to ask.

Thank you for your business, we appreciate it very much!

***Best Regards,***

**Description: LogoNEW**



***Sandra Rodriguez***  
***Air Documentation***  
***7913 Cryden Way***  
***District Heights , MD 20747***  
***T 301.516.3000.Ext.14***  
***F:301.516.1515***  
***Email: [airdocs@wmius.com](mailto:airdocs@wmius.com)***  
***[www.wmius.com](http://www.wmius.com)***

**From:** [Sandra Rodriguez](mailto:Sandra.Rodriguez@wmius.com)  
**To:** [richnatee@gmail.com](mailto:richnatee@gmail.com)  
**Cc:** [norma@wmius.com](mailto:norma@wmius.com)  
**Subject:** Monrovia Rate  
**Attachments:** [INTERNATIONAL SHIPPING APPLICATION.pdf](#)

---

Good afternoon Mr Richard,

Hope this email finds you well

Per your conversation with Mrs Norma, the rate for a 40ft HC container to Monrovia, Liberia will cost \$4,500 This rate includes shipping, trucking to Woodbridge (2 hour live load), and documentation

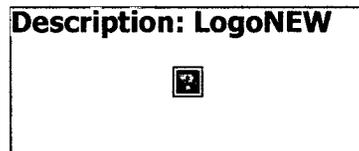
To add you to the schedule please fill out the attached shipping application and send back to me along with copy of passport or EIN, scanned copy of titles, and please send me the loading address.

(Please have 4 copies of the titles front and back ready for the driver upon pick up)

If you have any questions or concerns, please don't hesitate to give us a call, we would be more than happy to assist.

Thank you for your continued business, we appreciate it very much!

***Best Regards,***



***Sandra Rodriguez***  
***Air Documentation***  
***7913 Cryden Way***  
***District Heights , MD 20747***  
***T 301.516.3000.Ext.14***  
***F:301.516.1515***  
***Email: [airdocs@wmius.com](mailto:airdocs@wmius.com)***  
***[www.wmius.com](http://www.wmius.com)***

**From:** Sandra Rodriguez  
**To:** [ng@tcecargoservices.com](mailto:ng@tcecargoservices.com); [customerservice@tcecargoservices.com](mailto:customerservice@tcecargoservices.com)  
**Subject:** RE: rates From Baltimore

---

Good morning Mr Nati,

My name is Sandra, I work with Mrs. Norma Thank you for your rates.

I wanted to get the Year, Make, and Model for the three cars you are trying to load as well as the count of boxes to send you a proposal

Please let me know at your earliest convenience

Thank you in advanced and have a blessed day!

***Best Regards,***

**Description: LogoNEW**



**Sandra Rodriguez**  
**Office Manager**  
**7913 Cryden Way**  
**District Heights , MD 20747**  
**T 301.516.3000.Ext.11**  
**M:240.277.1254**  
**F:301.516.1515**  
**Email: [airdocs@wmius.com](mailto:airdocs@wmius.com)**  
**[www.wmius.com](http://www.wmius.com)**

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**From** Nati Gonen [<mailto:ng@tcecargoservices.com>]  
**Sent:** Thursday, February 4, 2016 2 13 PM  
**To:** [sam@wmius.com](mailto:sam@wmius.com)  
**Cc:** [customerservice@tcecargoservices.com](mailto:customerservice@tcecargoservices.com), [ng@tcecargoservices.com](mailto:ng@tcecargoservices.com)  
**Subject:** rates From Baltimore

Good afternoon Norma I'm 5 minutes late It seems like "women are always faster" For someone who has 4 daughters (me) knows better Your rates from Baltimore to Douala \$3300 - to Djibuti \$3200 - for 40' H/C weekly sailing on Delmas service  
Take care and have a nice day

Regards,

Nati Gonen

Trading Concepts Exchange Inc.  
8461 Lake Worth Road, Suite 173  
Lake Worth, FL 33467

**As agent for Panmet Group Inc.**

Telephone: 561.847.2869

Fax: 561.847.2870

On the web: [www.tcecargoservices.com](http://www.tcecargoservices.com)

**From:** Tony Hajjar  
**To:** sam@wmius.com, airdocs@wmius.com  
**Subject:** RE: RE: RE: RE: shipping a car to Doha  
**Date:** Thursday, December 03, 2015 5:53:44 PM

---

This vessel is fine, possibly we will use it to ship the car and bikes and some furniture that we might order soon

But want to make sure that the delivery date of the furniture is before the vessel departure

I will get back to you very soon

By the way, how much are you charging us for parking the car in your warehouse

Regards,

Tony

**From** sam@wmius.com [mailto:sam@wmius.com]  
**Sent:** 03 December 2015 10:25 PM  
**To** Tony Hajjar; airdocs@wmius.com  
**Subject:** RE RE RE shipping a car to Doha

Good afternoon Mr Tony,

There is a vessel cutting off on December 23rd that will be sailing on December 30th and arriving to Doha on February 6th, 2016 Do these dates work better for you?

Let me know if you have any further questions or concerns.

Thank you!

Best Regards,

Norma Ghanem

On Thu, 3 Dec, 2015 at 1 55 12 AM, Tony Hajjar <t.hajjar@ezdanholding.qa> wrote

To [sam@wmius.com](mailto:sam@wmius.com)

! Good morning Norma,  
||

There are few more items that I need to order such as outdoor furniture, pool table besides the Jaguar

Can you please provide the dates for shipping options and date of arrivals during end of December I think we will be able to ship the car and furniture towards end of Dec, as the furniture will take 2-3 weeks to arrive to your warehouse

Thank you and kind regards,

Tony

**From:** [sam@wmius.com](mailto:sam@wmius.com) [mailto:[sam@wmius.com](mailto:sam@wmius.com)]

**Sent:** 03 December 2015 12:05 AM

**To:** Tony Hajjar

**Subject:** RE RE shipping a car to Doha

**Importance:** High

Good afternoon Mr Toni,

Hope this email finds you well.

The next sailing date with MSC is 12/15 arriving 1/17 and with MAERSK its sailing 12/14 arriving on 1/13

Please advise if you wish to load the 20FT with just the Jaguar so the container can arrive before January 15th.

Your prompt response will be greatly appreciated.

Best Regards,

Norma Ghanem

Tel 202-294-1000

On Tue, 24 Nov, 2015 at 3:31 56 AM, Tony Hajjar <[t.hajjar@ezdanholding.qa](mailto:t.hajjar@ezdanholding.qa)> wrote

To [sam@wmius.com](mailto:sam@wmius.com)

Dear Norma,

Every how often do you have a vessel heading to Doha and when in the second vessel  
We have not ordered much of our needs yet, but we should within the next 10 days  
Please do not ship the car yet

Regards,  
Tony

**From:** [sam@wmius.com](mailto:sam@wmius.com) [mailto:[sam@wmius.com](mailto:sam@wmius.com)]

**Sent:** 23 November 2015 7:08 PM

**To:** Tony Hajjar

**Subject:** RE shipping a car to Doha

Good morning Toni,

Hope this email finds you well.

I wanted to advise you that we received a notice that the vessel cutting this week will be arriving to Doha, by January 8th, 2016 Per our previous conversations, you advised that you'd like the shipment to arrive by January 15, 2016 We would need to load the container by this Wednesday in order for the container to make the current vessel arriving on January 8th.

Please advise how you wish you proceed.

Thank you for your prompt response.

Best Regards,

Norma Ghanem

Tel 202-294-1000

On Mon, 16 Nov, 2015 at 11.30.23 AM, Tony Hajjar <[t.hajjar@ezdanholding.qa](mailto:t.hajjar@ezdanholding.qa)> wrote

[ To Sam Ghanem

Dear Norma, please do not ship the car till I instruct you  
Regards,  
Tony

**From:** Sam Ghanem [<mailto:sam@wmius.com>]  
**Sent:** 16 November 2015 6.52 PM  
**To:** Tony Hajjar  
**Subject:** RE shipping a car to Doha

Hello toni,  
I will not ship it until first week of December

**From** Tony Hajjar [<mailto:t.hajjar@ezdanholding.qa>]  
**Sent:** Monday, November 16, 2015 10:35 AM  
**To:** Sam Ghanem  
**Subject:** RE shipping a car to Doha

Hi Norma,

Please do not ship the car yet, we plan to delivery some items to your office which shall be shipped with the car  
My number is +974 55517126  
Regards,  
Tony

**From** Sam Ghanem [<mailto:sam@wmius.com>]  
**Sent:** 16 November 2015 5 47 PM  
**To:** Tony Hajjar  
**Subject:** RE shipping a car to Doha

Good morning Toni,

The Jaguar is ready to be shipped I have the title in hand if you want us to do the clearance in Doha let me know  
Email me your phone number if possible

Regards.  
Norma Ghanem

**From:** Tony Hajjar [<mailto:t.hajjar@ezdanholding.qa>]

**Sent:** Sunday, November 15, 2015 5:00 AM

**To:** Sam Ghanem

**Subject:** RE shipping a car to Doha

Good morning Norma,

How about the clearance to ship and all other relevant papers

I would like to make sure that the car is ready to be shipped when we wish

Regards,

Tony

---

**From:** Sam Ghanem [<mailto:sam@wmius.com>]

**Sent:** 14 November 2015 6:53 PM

**To:** Tony Hajjar

**Subject:** RE shipping a car to Doha

Hello Toni,

The Jaguar at my warehouse I will take photos on Monday

Best regards

---

**From:** Tony Hajjar [<mailto:t.hajjar@ezdanholding.qa>]

**Sent:** Saturday, November 14, 2015 2:16 AM

**To:** Sam Ghanem <[sam@wmius.com](mailto:sam@wmius.com)>

**Subject:** RE shipping a car to Doha

Good morning Norma,

Have you received the Jaguar, are the car documents/title all cleared for shipping, can you please email me pictures and store the car in your warehouse till shipping date

We have not yet sent any items to your warehouse, will let you know once we do

Thank you much and kind regards,

Tony

---

**From:** Sam Ghanem [<mailto:sam@wmius.com>]

**Sent:** 14 November 2015 12:16 AM

**To:** Tony Hajjar

**Subject:** RE shipping a car to Doha

Good evening Toni,

Update

I just received the title for the Jaguar We didn't receive items to our warehouse yet.

Norma

**From** Sam Ghanem [<mailto:sam@wmius.com>]  
**Sent:** Wednesday, November 4, 2015 9:56 AM  
**To:** 'Tony Hajjar'  
**Subject:** RE: shipping a car to Doha

Good morning Toni,

I will receive the car on Monday Nov 9. The dealer said it's going to take 10 days for the title to be cleared.

I don't think it can be done before the 15 of this month.

I looked at all the containers that we shipped to Doha the past 4 months; it all arrived within 40 days.

Best Regards,  
Norma Ghanem

**From:** Tony Hajjar [<mailto:t.hajjar@ezdanholding.qa>]  
**Sent:** Wednesday, November 4, 2015 1:13 AM  
**To:** Sam Ghanem  
**Subject:** RE: shipping a car to Doha

Good morning Norma,

How long does it take for the car to arrive in your warehouse and be ready for shipping, I mean clearing off the title as well and all custom works?

Could it be before 15 of this month?

Thank you  
Tony

**From:** Sam Ghanem [<mailto:sam@wmius.com>]  
**Sent:** 04 November 2015 1:05 AM  
**To:** Tony Hajjar  
**Subject:** RE: shipping a car to Doha

Hi Toni,

I did receive the wire today , I paid the dealer and I arranged the pick-up for the Jaguar

Thank you

**From** Tony Hajjar [<mailto:t.hajjar@ezdanholding.qa>]

**Sent:** Tuesday, November 3, 2015 1 57 PM

**To:** Sam Ghanem

**Subject:** RE shipping a car to Doha

Dear Norma,

My apologies for the delays

I will check with the office and I will get back to you in due time

Regards,

Tony

**From:** Sam Ghanem [<mailto:sam@wmius.com>]

**Sent:** 02 November 2015 5 36 PM

**To:** Tony Hajjar

**Subject:** RE shipping a car to Doha

Hi Toni,

I Hope my email finds you well

Please send me a copy of the wire transfer ,I didn't receive the wire yet

The dealer are rushing me

Thank you

Norma Ghanem

**From** Tony Hajjar [<mailto:t.hajjar@ezdanholding.qa>]

**Sent:** Thursday, October 29, 2015 2 29 PM

**To:** Sam Ghanem

**Subject:** RE shipping a car to Doha

Dear Norma,

We have not ordered car breaks, but will let you know once we order anything that is to be

delivered to your address  
Please check again in the bank to see if funds are in  
Regards,  
Tony

---

**From:** Sam Ghanem [<mailto:sam@wmius.com>]  
**Sent:** 29 October 2015 9 11 PM  
**To:** Tony Hajjar  
**Subject:** RE shipping a car to Doha

Hi Toni,

I have received car parts ( breaks )under sam s name

Please let me know if all remaining items will be under sam s name too

For the Jaguar the wire didn't hit the account yet, can you send me a copy of it if possible.

Thank you

---

**From:** Tony Hajjar [<mailto:t.hajjar@ezdanholding.qa>]  
**Sent:** Tuesday, October 27, 2015 3:05 PM  
**To:** Sam Ghanem  
**Subject:** RE shipping a car to Doha

Referring to our discussion thank you for making the correction into the car price  
Money will be wired to your account tomorrow morning  
Regards,  
Tony

---

**From:** Sam Ghanem [<mailto:sam@wmius.com>]  
**Sent:** 27 October 2015 9 57 PM  
**To:** Tony Hajjar  
**Subject:** RE shipping a car to Doha

Good Afternoon Tony,

Per our conversation, if agreed, the Jaguar cost will be  
\$35,000 00  
\$500 00 Buyer fee  
\$700 00 Towing Fee (IL to MD)  
\$200 00 Chamber Fee

\$3,200 00 Ocean Freight (Includes receiving, loading, and 1 month storage)

-----  
\$39,600 00 Total Due

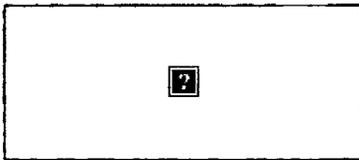
As mentioned in our conversation, we will be loading any items received in our warehouse including two motorcycles and the Jaguar We guarantee that the container will sail in first week and a half of December to reach Doha before January 15<sup>th</sup>, 2016.

Please let me know if you agree with the rate provided above If yes, I have attached the wire instructions for the payment.

If you have any questions or concerns, please don't hesitate to ask.

Thank you for your continued business, we appreciate it very much!

**Best Regards,**



**Norma Ghanem**  
**7913 Cryden way**  
**District Height, MD 20747**  
**Main Tel 301 516 3000**  
**[www.wmius.com](http://www.wmius.com)**

**From:** Tony Hajjar [<mailto:t.hajjar@ezdanholding.qa>]

**Sent:** Tuesday, October 27, 2015 7 21 AM

**To:** 'Sam Ghanem' ([sam@wmius.com](mailto:sam@wmius.com))

**Subject:** shipping a car to Doha

Dear Sam,

We want to purchase this car, please see link bellow

Can you purchase it for us and safe keep in your store and ship in the same container which we plan to ship to Qatar by first week in December

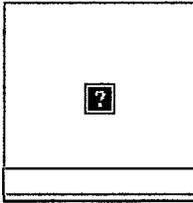
We need to container to arrive in Doha before end of January 2016, can you guarantee the delivery date

I will call you today to discuss, I am in NY now till this afternoon

Thank you

Tony

<http://www.gatewayclassiccars.com/chicago/1959/jaguar/mk-1-S722.html>



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**From:** Sandra Rodriguez  
**To:** [HALSUBEHAT@YAHOO.COM](mailto:HALSUBEHAT@YAHOO.COM)  
**Cc:** "Norma Ghanem"  
**Subject:** Shipping Application  
**Attachments:** [INTERNATIONAL SHIPPING APPLICATION.PDF](#)

---

Good morning Mr Haroun,

Per your conversation earlier today with Mrs. Norma, please find the attached shipping application

Please fill out and send back via fax or email along with copy of your passport and if possible a scanned copy of the title

As agreed, your vehicle will be shipped in the HOEGH LONDON V 63 sailing on May 7<sup>th</sup>, 2016 for the amount of \$1,500 This rate includes pick up in College Park, MD

If you have any questions or concerns, please don't hesitate to ask.

Thank you for your business, we appreciate it very much!

***Best Regards,***

**Description: LogoNEW**



***Sandra Rodriguez***  
***Office Manager***  
***7913 Cryden Way***  
***District Heights , MD 20747***  
***T 301.516.3000.Ext.11***  
***M:240.277.1254***  
***F:301.516.1515***  
***Email: [airdocs@wmius.com](mailto:airdocs@wmius.com)***  
***[www.wmius.com](http://www.wmius.com)***

**From:** [Sandra Rodriguez](#)  
**To:** [qaq500@hotmail.com](mailto:qaq500@hotmail.com)  
**Cc:** "Norma Ghanem"  
**Subject:** Shipping Application  
**Attachments:** [INTERNATIONAL SHIPPING APPLICATION.PDF](#)  
[WAIVER AND RELEASE OF LIABILITY FOR CONTAINERS.PDF](#)

---

Good afternoon Mr Ahmed,

Per your conversation earlier with Mrs. Norma today, please find the attached shipping application and waiver

Please fill out and send back via fax or email along with copy of your passport.

As agreed, the shipping rate is \$3,600 to Riyadh for 40ft HC container with HHG loaded in our warehouse. If you need additional pick-up in VA, the rate will be \$4,600

If you have any questions or concerns, please don't hesitate to ask.

Thank you for your business, we appreciate it very much!

***Best Regards,***

**Description: LogoNEW**



***Sandra Rodriguez***  
***Office Manager***  
***7913 Cryden Way***  
***District Heights , MD 20747***  
***T 301.516.3000.Ext.11***  
***M:240.277.1254***  
***F:301.516.1515***  
***Email: [airdocs@wmius.com](mailto:airdocs@wmius.com)***  
***[www.wmius.com](http://www.wmius.com)***

**From:** [Sandra Rodriguez](#)  
**To:** [ktvhmm1390@hotmail.com](mailto:ktvhmm1390@hotmail.com)  
**Cc:** "Norma Ghanem"  
**Subject:** Shipping Application  
**Attachments:** [INTERNATIONAL SHIPPING APPLICATION.PDF](#)  
[WAIVER AND RELEASE OF LIABILITY FOR CONTAINERS.PDF](#)

---

Good afternoon Mr Masoud,

Per your conversation earlier with Mrs. Norma today, please find the attached shipping application and waiver

Please fill out and send back via fax or email along with copy of your passport.

As agreed, the shipping rate is \$4,400 to Jeddah, Saudi Arabia for 40ft HC container with HHG loaded in our warehouse and the additional pick up and packing.

If you have any questions or concerns, please don't hesitate to ask.

Thank you for your business, we appreciate it very much!

***Best Regards,***

**Description: LogoNEW**



***Sandra Rodriguez***  
***Office Manager***  
***7913 Cryden Way***  
***District Heights , MD 20747***  
***T 301.516.3000.Ext.11***  
***M:240.277 1254***  
***F:301.516.1515***  
***Email: [airdocs@wmius.com](mailto:airdocs@wmius.com)***  
***[www.wmius.com](http://www.wmius.com)***

**From:** [Sandra Rodriguez](#)  
**To:** [gaq500@hotmail.com](mailto:gaq500@hotmail.com)  
**Cc:** "Norma Ghanem"  
**Subject:** Shipping Application  
**Attachments:** [INTERNATIONAL SHIPPING APPLICATION.PDF](#)  
[WAIVER AND RELEASE OF LIABILITY FOR CONTAINERS.PDF](#)

---

Good afternoon Mr Ahmed,

Per your conversation earlier with Mrs Norma today, please find the attached shipping application and waiver

Please fill out and send back via fax or email along with copy of your passport.

As agreed, the shipping rate is \$3,600 to Riyadh for 40ft HC container with HHG loaded in our warehouse. If you need additional pick-up in VA, the rate will be \$4,600

If you have any questions or concerns, please don't hesitate to ask.

Thank you for your business, we appreciate it very much!

***Best Regards,***

**Description: LogoNEW**



***Sandra Rodriguez***  
***Office Manager***  
***7913 Cryden Way***  
***District Heights , MD 20747***  
***T 301.516.3000.Ext.11***  
***M:240.277.1254***  
***F:301.516.1515***  
***Email: [airdocs@wmius.com](mailto:airdocs@wmius.com)***  
***[www.wmius.com](http://www.wmius.com)***

**From:** Sandra Rodriguez  
**To:** [zaid.naib@gmail.com](mailto:zaid.naib@gmail.com)  
**Cc:** [sam@wmius.com](mailto:sam@wmius.com)  
**Subject:** Shipping Documents  
**Attachments:** [INTERNATIONAL SHIPPING APPLICATION.PDF](#)  
[WAIVER AND RELEASE OF LIABILITY FOR CONTAINERS.pdf](#)

---

Good afternoon Mr Naib

Hope this email finds you well First I'd like to thank you for giving us the opportunity to serve your shipping needs

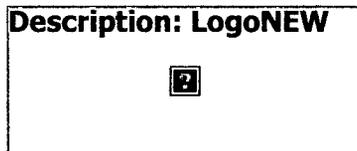
Please find attached the shipping application that we need you to please complete and send back signed along with a copy of your passport and the signed attached WAIVER.

Commodity: Household Goods for the rate of \$3200 20ft container to Jebel Ali, U.A.E. This rate includes pick up from your door and loading in our warehouse  
If you only wish for the loading in our warehouse and receiving your items here, the rate is \$2,800 plus a receiving fee that you would need to discuss with Mrs. Norma

If you have any questions or concerns, please don't hesitate to give her a call anytime Her direct line is 202-294-1000 or call the office 301-516-3000 ext 13

Thank you for your business, we appreciate it very much!

***Best Regards,***



***Sandra Rodriguez***  
***Air Documentation***  
***7913 Cryden Way***  
***District Heights , MD 20747***  
***T 301.516.3000.Ext.14***  
***F.301.516.1515***  
***Email: [airdocs@wmius.com](mailto:airdocs@wmius.com)***  
***[www.wmius.com](http://www.wmius.com)***

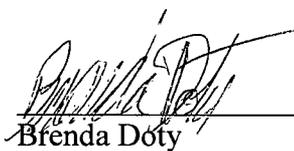
# **EXHIBIT 25**

**CONTENTS OF CD CONTAINING DOCUMENTS IN RESPONSE TO BOE REQUEST  
FOR PRODUCTION OF DOCUMENTS**

<b><u>Document Description</u></b>	<b><u>WMI Bates No.</u></b>
2014 Form 1120 Federal Tax Return of WMI (unsigned)	0017 – 0025
2014 Md. Form 500 of WMI (unsigned)	0026 – 0028
Virginia Certified Copy of WMI Articles of Incorporation	0029 – 0038
Best Pick Program Master Agreement between WMI and EBSCO for evaluation of consumer service provider	0039 – 0053
Copies of 7 checks dated in 2016	0054
WMI Payroll Summary	0055 – 0056
Email from Sandra Rodriguez to shipper	0057
Email from Jay Drury to Sam/Norma	0058
Email from Sam to Sandra	0059 – 0060
Email from Jamie Cox to Norma	00061
Email from Sam to Didith Perez	0062 – 0063
Email from Josh Kalowick to Sam	0064
Email from Sam to Josh Kalowick	0065
Email from John Parks to Sam	0066 – 0067
Email from Sandra to shipper	0068
Email from Sandra to shipper	0069
Email from Sandra to shipper	0070 – 0071
Email from shipper to Sam	0072 – 0075
Email from shipper to Sam	0076 – 0081
Email from Sandra to shipper	0082
Email from Sandra to shipper	0083
Email from Sandra to shipper	0084
Email from Sandra to shipper	0085
Email from Sandra to shipper	0086

**CERTIFICATE OF SERVICE**

I hereby certify that on this **13th** day of June, 2016, a copy of the foregoing **Motion For A Determination Of The Insufficiency Of Request For Admission Responses And To Compel Response To Interrogatories And Requests For Production Directed To Washington Movers, Inc. and Exhibits** has been served upon counsel for Respondent via email and by first class mail with postage prepaid.

  
Brenda Doty

George R. A. Doumar, Esq  
Raj H. Patel, Esq  
Doumar Martin PLLC  
2000 N 14<sup>th</sup> Street, Suite 210  
Arlington, VA 22201  
[gdoumar@doumarmartin.com](mailto:gdoumar@doumarmartin.com)  
[rpatel@doumarmartin.com](mailto:rpatel@doumarmartin.com)