

RECEIVED

Dano Guerrieri

MAR 13 2020

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

2345 Ridge Drive
Hellertown Pa 18055

March 13, 2020

Secretary PA Public Utility Commission
400 North St. 2nd floor
Harrisburg PA 17120

Notice of the Formation of a Limited Liability Company

3/13/2020

PUC Docket number A-2016-2529703

Dano Guerrieri is the sole member of the limited liability company Valley Wide Movers LLC.

Please see attached articles of incorporation.

This is to certify that no change in ownership has occurred as a result of the formation of the limited liability company, Valley Wide Movers LLC.

VERIFICATION

I, Dano Guerrieri, hereby state that the facts above set forth are true and correct (or true and correct to the best of my knowledge, information and belief) and that I expect to be able to prove the same at a hearing held in this manner. I understand that the statements here and are made subject to the penalties of 18 Pa.C.S §4904 (relating to unsworn falsification to authorities).

 _____ 3/13/20

Signature

Date

A-8918518

 **IRS** DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 03-09-2020

Employer Identification Number:
84-5034050

Form: SS-4

Number of this notice: CP 575 G

VALLEY WIDE MOVERS LLC
DANO GUERRIERI I SOLE MBR
2345 RIDGE DR
HELLERTOWN, PA 18055

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-5034050. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is VALL. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

VALLEY WIDE MOVERS LLC
ARTICLES OF ORGANIZATION

MARCH 7, 2020

THE UNDERSIGNED, in order to form a limited liability company under and by virtue of the Pennsylvania Limited Liability Company Law (15 Pa. C. S. 8913) (the "*LLC Act*"), does hereby acknowledge and certify as follows:

FIRST: The name of the limited liability company (which is hereinafter called the "*Company*") is:

VALLEY WIDE MOVERS LLC

SECOND: The Company shall have perpetual existence; *provided, however,* that the Company may be dissolved in accordance with the terms of its operating agreement (the "*Operating Agreement*").

THIRD: The purposes for which the Company is formed are:

- (i) provide services for the moving of household good and delivery of all types of goods.
- (ii) to do and perform all acts necessary or desirable to carry out any of the foregoing purposes; and
- (iii) to engage in any one or more businesses or transactions, or to acquire all or any portion of any entity engaged in any one or more businesses or transactions which the members may from time to time authorize or approve, whether or not related to the business described elsewhere in these Articles or to any other business at the time or theretofore engaged in by the Company.

The foregoing enumerated purposes shall be in addition to and not in limitation of the general powers of limited liability companies under the LLC Act.

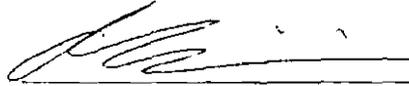
FOURTH. The present address of the principal office of the Company in the Commonwealth of Pennsylvania is 2345 Ridge Dr., Hellertown, Pa.

FIFTH: The Operating Agreement, and all modifications and amendments thereto, shall be in writing.

IN WITNESS WHEREOF, the undersigned, an authorized person within the meaning of the LLC Act, has signed these Articles of Organization, acknowledging the same to be his act, on the day and year first above written.

WITNESS:

AUTHORIZED PERSON:



Dano Guerrieri

OPERATING AGREEMENT
OF
VALLEY WIDE MOVERS LLC

THIS OPERATING AGREEMENT is entered into and adopted effective as of the 7 day of March 2020, by Dano Guerrieri (the "*Members*") in accordance with the terms set forth herein.

PRELIMINARY STATEMENT

The Members desire to form VALLEY WIDE MOVERS LLC (the "*Company*") as a limited liability company under the laws of the Commonwealth of Pennsylvania for the purposes set forth herein and, accordingly, desire to enter into this Operating Agreement to establish the manner in which the business and affairs of the Company shall be managed and to determine its respective rights, duties and obligations with respect to the Company.

NOW THEREFORE, the Members hereby acknowledge and agree that the Operating Agreement of VALLEY WIDE MOVERS LLC (this "*Agreement*") shall be as follows:

ARTICLE I

FORMATION; PRINCIPAL OFFICE; RESIDENT AGENT; PURPOSE; TERM

Section 1.1 Formation. The Members have formed a limited liability company to be known as VALLEY WIDE MOVERS LLC under the Pennsylvania Limited Liability Company Law, (15 Pa. C. S. 8913) (the "*LLC Act*").

Section 1.2 Office and Resident Agent. The present address of the principal office of the Company in the Commonwealth of Pennsylvania is 2345 Ridge Dr., Hellertown, Pa. 18055.

Section 1.3 Purpose. The purposes for which the Company is formed are (i) to provide services for the moving of household goods and the delivery of all types of goods and (ii) to engage in any other lawful act or activity which may be carried on by a limited liability company under the LLC Act which may from time to time be authorized or approved pursuant to the provisions of this Agreement, whether or not related to the business described elsewhere in this Section 1.3 or to any other business at the time or theretofore engaged in by the Company.

The foregoing enumerated purposes shall be in addition to and not in limitation of the general powers of limited liability companies under the LLC Act.

Section 1.4 Term. The Company shall have perpetual existence, except that the Company may be dissolved in accordance with Section 6.1.

ARTICLE II

MEMBERS; CAPITAL CONTRIBUTION; AND PERCENTAGE INTEREST

Section 2.1 Defined Terms. For all purposes of this Agreement, the following terms shall have the meanings given to them below:

Available Cash: for any fiscal period, cash available for distribution to the Member, of whatever source or nature, which the Board of Directors determines in the exercise of its sole discretion is available for distribution and is not necessary to pay expenses and obligations of the Company, to fund reserves, or to make any other expenditure by the Company.

Capital Contribution: the total amount of cash or the agreed fair market value of any property or services contributed by the Members (net of any liabilities assumed by the Company and any liabilities to which such property is subject) in accordance with this Agreement.

LLC Interest: the entire ownership interests of the Members in the Company at any particular time, including each Member's share of the profits and losses of the Company, the right to receive distributions from the Company and the right to any and all other benefits to which the Member may be entitled as provided in this Agreement and in the LLC Act, together with the obligations of the Members to comply with all the terms and provisions of this Agreement and the LLC Act.

Percentage Interest: the Members' percentage of certain specified rights, benefits, duties and obligations by virtue of being a Member of the Company and holding an LLC Interest in the Company as set forth on Exhibit A.

Section 2.2 Members; Capital Contribution and Percentage Interest.

A. The names, addresses, Percentage Interests and Capital Contributions of the Members are as set forth on Exhibit A.

B. One or more persons may be admitted to the Company as additional Members upon such terms and subject to such conditions as may be determined by the Board of Directors (*as such term is defined in Section 4.1*).

C. Exhibit A shall be amended from time to time to reflect any change of address, the admission of any additional Members or any changes to the information set forth thereon.

D. Other than the Capital Contribution of the Members shown on Exhibit A, the Members shall not be required to make any additional Capital Contributions to the Company or lend any funds to the Company, although the Members may agree and become obligated to do so.

ARTICLE III

DISTRIBUTIONS

Section 3.1 Distributions of Available Cash or Other Assets.

Except as provided in Section 3.1.B, the Board of Directors may distribute Available Cash or other assets of the Company to the Members at such times and in such amounts as shall be determined by the Board of Directors.

ARTICLE IV

ADMINISTRATIVE PROVISIONS

Section 4.1 Management of Business and Affairs.

A. The exclusive authority to manage, control and operate the Company shall be vested collectively in the individuals elected by the Members as Directors of the Company (the "**Directors**") in accordance with this Agreement. A Director must be a Member of the Company. The initial number of Directors shall be one (1), which number may be increased or decreased pursuant to this Agreement and the By-Laws of the Company. All powers of the Company may be exercised by or under the authority of the Directors acting collectively, and not individually (the "**Board of Directors**"). The Board of Directors shall have full and exclusive right, power and authority to manage the affairs of the Company and make all decisions with respect thereto, except for those matters expressly reserved to the Members by this Agreement or the LLC Act. The names of the initial Directors who will serve until their successors are elected and qualify are as follows:

Dano Guerrieri

For purposes of carrying out the business of the Company, the by-laws attached hereto as Exhibit B and incorporated herein by this reference (the "**By-Laws**") are adopted as the By-Laws of the Company.

Section 4.2 Officers.

A. The Board of Directors shall appoint or elect, as set forth in the By-Laws, officers of the Company ("**Officers**") for the purpose of managing the daily operations of the Company. The Officers shall have the powers as set forth in the By-Laws.

B. The names of the initial Officers serving the Company and the capacities in which they serve are as follows:

<u>Name</u>	<u>Offices</u>
Dano Guerrieri	President/Secretary
	Vice-President
Dano Guerrieri	Treasurer

Section 4.3 No Participation By Member in Business and Affairs of the Company.

The Members shall have no authority or right to act for or bind the Company or to participate in or have any control over Company business, except for (i) such rights to consent to or approve of the actions and decisions of the Board of Directors as are expressly provided for in this Agreement or the Articles and (ii) such authority to act for and bind the Company as the Board of Directors may, from time to time and in the exercise of its sole discretion, delegate to the Members in writing.

Section 4.4 Indemnification.

A. The Company shall indemnify (i) its Directors and Officers to the fullest extent permitted or authorized by the laws of the Commonwealth of Pennsylvania now or hereafter in force, including (without limitation) the advance of expenses under the procedures and to the full extent permitted by law, and (ii) other employees and agents of the Company to such extent as shall be authorized by the Board of Directors and is permitted by law. The foregoing rights of indemnification shall not be exclusive of any other rights to which those seeking indemnification may be entitled. The Board of Directors may take such action as is necessary to carry out these indemnification provisions and is expressly empowered to adopt, approve and amend from time to time such resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law. No amendment of the Articles or this Agreement or repeal of any of the provisions thereof shall limit or eliminate the right to indemnification provided hereunder with respect to acts or omissions occurring prior to such amendment or repeal. The indemnification shall be payable solely from the assets of the Company and the Members shall have not any personal or corporate liability therefor.

B. To the fullest extent permitted by Pennsylvania statutory or decisional law, as amended or interpreted, no Director or Officer of the Company shall be personally liable to the Company or the Members for money damages. No amendment of the Articles or this Agreement, or repeal of any of their respective provisions shall limit or eliminate the limitation on liability provided to Directors and Officers hereunder with respect to any act or omission occurring prior to such amendment or repeal.

ARTICLE V

TRANSFERABILITY OF LLC INTERESTS

Section 5.1 Restrictions on Transfer; No Restrictions or Withdrawal. Each of the Members shall be permitted to endorse, sell, give, pledge, encumber, assign, transfer or otherwise dispose of, voluntarily or involuntarily or by operation of law (hereinafter referred to as "*Transfer*") all or any part of its LLC Interest only with the unanimous consent of the other Members. The Members shall be permitted to voluntarily withdraw from the Company as Members without the consent of any other party. A withdrawing Member shall receive an amount equal to the lesser of his capital contribution or the Member's percentage interest in the Company as determined by an independent appraisal.

Section 5.2 Effect of Bankruptcy, Dissolution or Termination of the Members. The bankruptcy, dissolution, liquidation or termination of a Member shall not cause the termination or dissolution of the Company, and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver or administrator of such Member shall have all of the economic rights of an assignee of the LLC Interest of the Member for the purpose of settling or managing the former Member's property, but such trustee, receiver or administrator of such Member shall not serve as a Director or Officer of the Company without the unanimous consent of the other Members.

ARTICLE VI

DISSOLUTION OF THE COMPANY

Section 6.1 Dissolution.

A. The Company shall be dissolved upon the election by the Board of Directors to dissolve and terminate the Company.

B. The Company shall not be dissolved upon the occurrence, with respect to any Member, of any of the events specified under the LLC Act.

Section 6.2 Liquidation and Termination. Upon the dissolution of the Company, the Officers and Directors of the Company shall cause the Company to liquidate by converting the assets of the Company to cash or its equivalent and arranging for the affairs of the Company to be wound up with reasonable speed but with a view towards obtaining fair value for

Company assets, and, after satisfaction (whether by payment or by establishment of reserves therefor) of creditors, shall distribute the remaining assets to the Members.

ARTICLE VII

BOOKS AND RECORDS; ACCOUNTING

Section 7.1 Books, Records and Reports.

A. The Company shall keep correct and complete books and records of its accounts and transactions and minutes of the proceedings of the Members and the Board of Directors. The books and records of the Company may be in written form or in any other form which can be converted within a reasonable time into written form for visual inspection. Minutes shall be recorded in written form, but may be maintained in the form of a reproduction. The original or a certified copy of this Agreement shall be kept at the principal office of the Company. The books and records of the Company shall be maintained by the Secretary of the Company and shall be available for examination by the Members, or their duly authorized representatives, during regular business hours.

B. The President or other appropriate Officer shall prepare or cause to be prepared and shall furnish to the Members within ninety (90) days of the end of each fiscal year (i) a balance sheet and report of the receipts, disbursements, profits or loss of the Company, and (ii) information sufficient for the Members to report the profits and losses of the Company for income tax purposes. The cost of such financial and tax reports shall be an expense of the Company.

Section 7.2 Bank Accounts. The bank accounts of the Company shall be maintained in accounts in the name of the Company in such banking institutions as the Board of Directors shall determine. All checks, drafts and orders for the payment of money, notes and other evidences of indebtedness, issued in the name of the Company, shall be signed by such Officers as may be authorized by the Board of Directors from time to time.

Section 7.3 Fiscal Year; Method of Accounting. The fiscal year of the Company and the method of accounting to be used in keeping the books of the Company shall be determined by the Board of Directors upon advice of the Company's regular certified public accountant and in accordance with applicable law.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1 Notices. All notices, offers, requests and demands herein required or permitted to be given or made shall be made in writing and deemed to be effectively served and delivered when received by the party to whom it is addressed if delivered by hand or by overnight delivery service or three (3) days after the date of postmark if sent by registered or certified mail, postage prepaid, return receipt requested. If the notice, offer, request or demand is

intended for the Company, it shall be addressed to the Company at the principal office of the Company, or if intended for the Members, shall be addressed to the Members at their addresses appearing on Exhibit A or addressed to such other person or at such other address designated by written notice given to the Company and the Members.

Section 8.2 Binding Provisions. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the Members, Directors and Officers.

Section 8.3 Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect any other provisions of this Agreement.

Section 8.4 Rules of Construction. Unless the context clearly indicates to the contrary, the following rules apply to the construction of this Agreement:

(i) References to the singular, include the plural and references to the plural, include the singular.

(ii) Words of the masculine gender include correlative words of the feminine and neuter genders.

(iii) The headings or captions used in this Agreement are for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction, or effect.

(iv) References to a person include any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(v) Any reference in this Agreement to a particular "Article," "Section" or other subdivision shall be to such Article, Section or subdivision of this Agreement unless the context shall otherwise require.

(vi) When any reference is made in this document or any of the schedules or exhibits attached hereto to the Agreement, it shall mean this Agreement, together with all other schedules and exhibits attached hereto, as though one document.

Section 8.5 No Third Party Beneficiaries. No provision of this Agreement is intended to be for the benefit of any unrelated creditor to whom any debts, liabilities or obligations are owed by, or who otherwise has any claim against, the Company or the Members, and no such creditor shall obtain any right under any such provisions or shall by reason of such provisions make any claim in respect of any debt, liability or obligation (or otherwise) against the Company or the Member.

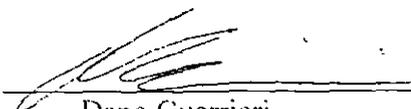
Section 8.6 Entire Agreement; Amendments. This Agreement constitutes the entire agreement with respect to the subject matter hereof. This Agreement and the Articles may only be modified or amended pursuant to a written amendment adopted by the Board of Directors and approved by the Members. Once an amendment to this Agreement and/or the Articles has been approved, the proper Officers of the Company shall authorize the preparation and filing, if necessary, of a written amendment to this Agreement and/or the Articles, as applicable.

Section 8.7 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflict of law principles.

IN WITNESS WHEREOF, the undersigned Members have caused this Agreement to be executed as of the date and year first above written.

WITNESS:

MEMBER:



Dano Guerrieri

Exhibit A 10:

**OPERATING AGREEMENT
OF
VALLEY WIDE MOVERS LLC**

Name, Address, Capital Contribution and Percentage Interest of Members

<u>Name and Address of Member</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Dano Guerrierri 2345 Ridge Dr. Hellertown, Pa. 18055	\$	100%
	\$	%

RECEIVED

MAR 13 2020

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Valley Wide Movers
1322 Main Street
Hellertown, Pa. 18055



1000



17120

U.S. POSTAGE PAID
FCM LETTER
HELLERTOWN, PA
18055
MAR 13, 20
AMOUNT

\$4.40

R2304M115198-03

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

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Secretary PA Public Utility Commission
400 North St. 2nd floor
Harrisburg PA 17120