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A-2025-3055687

JUN 11 2025

Secretary
Pennsylvania Public Utility Commission
400 North Street, Second Floor
Harrisburg, PA 17120
717.787.3834
www.puc.pa.gov

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Application for Motor Common Carrier or Motor
Contract Carrier of Household Goods in Use.**

THIS APPLICATION IS REQUIRED TO REQUEST A CERTIFICATE OF PUBLIC CONVENIENCE (FOR COMMON CARRIERS) OR PERMIT (FOR CONTRACT CARRIERS) TO OPERATE AS A COMMERCIAL CARRIER OF HOUSEHOLD GOODS IN USE.

1. **Legal Name of Applicant** (Individual, Partnership or Corporation)

CarePhilly Movers, LLC

- If you are an individual who has not formed any type of corporate entity, you should enter your name **as it will appear on your insurance documents**.
- If you are filing for a partnership, but **not a limited liability partnership**, the names of all partners must be entered on this line. Those names should be entered **as they will appear on your insurance documents**. This includes husbands and wives filing jointly.
- If you are filing for a corporate entity (corporation, limited liability company, or limited liability partnership), **even if you are the sole shareholder member**, you must enter the name **exactly as it appears on the registration papers from the Corporation Bureau of the Pennsylvania Department of State.**

2. **Trade Name** (Attach a copy of fictitious name registration if applicable)

This is any name which you will be operating under which differs from the **LEGAL NAME OF APPLICANT**. A **TRADE NAME** is considered a **FICTITIOUS NAME** if the identity of the applicant cannot be readily determined. *EXAMPLE: John Doe is the applicant and wants to use the name "Johnboy Trucking" as his trade name. People cannot readily determine that John Doe is the actual operator; therefore, the name is fictitious and must be registered as such. Trade names such as "John Doe Trucking" or "J. Doe Trucking" are not considered fictitious and would not have to be registered.*

3. **Do you currently hold PUC Authority?** NO **Previous Authority?** NO

If YES, at PUC No. A- _____

4. **Are you a business entity registered with the PA Dept. of State?** NO

If NO, you must register (see checklist on how to register)

If YES, provide your PA Corporation Bureau Entity ID Number 6961860

(See checklist and indicate type of business entity registered)

5. **If either a Corporation or Limited Liability Company, please list members (LLC) or shareholders and officers (Corporation).**

Oleksandr Tsukanov _____

6. **Mailing Address**

1225 Norwalk Rd Apt 10

Street Address

Philadelphia, PA 19115

City, State and Zip Code

Philadelphia

County

(215) 501-3535

Telephone Number

Tsukanov31@mail.com

E-Mail Address

This is the e-mail address to which the Commission will send all official documents issued by the Commission until further notice.

7. **Physical Address** (if different from Mailing Address. Do not use a PO Box.)

Street Address

City, State and Zip Code

County

Telephone Number

E-Mail Address

The address entered here should reflect the actual location of the business. This is the address the Commission needs in order to dispatch Enforcement Officers to inspect equipment. If left blank, it will be assumed that the **PHYSICAL ADDRESS** is the same as the **MAILING ADDRESS**

8. **Attorney** (if applicable)

Attorney's Name & Telephone Number for this Filing

Attorney's Address

E-mail Address

An attorney's name should only be entered if an attorney is filing the application for a client and the application is being sent under the attorney's cover letter.

9. **Does applicant have a USDOT Number?**

X No _____ Yes, at No. _____

10. **Describe the service area proposed by this application.**
(Use the space below or attach additional sheet if space provided is not sufficient).

To transport household goods in use from points in Pennsylvania.

To haul away junk, as well.

Examples:

- *To transport household goods in use between points in Pennsylvania.*
- *To transport household goods in use from points in Centre County to points in Pennsylvania, and vice versa.*

11. **Certification:**

Applicant certifies that it is not now engaged in unauthorized intrastate transportation for compensation between points in Pennsylvania and will not engage in said transportation unless and until authorization is received from the Pennsylvania Public Utility Commission.

Applicant further certifies that it understands the requirements of the Pennsylvania Public Utility Commission, especially as they relate to safety and insurance and that it may be subject to civil penalties, suspension or cancellation of the Certificate for failure to comply with Commission requirements.

Applicant further certifies that it understands that it is subject to an annual assessment based upon its reported gross Pennsylvania intrastate revenues; said assessment to help defray expenses incurred in regulating Motor Common Carriers of Household Goods in Use; and acknowledges that failure to report revenue and pay its annual assessment may result in civil penalties, suspension or cancellation of the certificate.

Verification of Application

I/We hereby state that the statement(s) made in this application is/are true and correct to the best of my/our knowledge and belief.

The undersigned understands that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Oleksandr Tsukanov

(Print Name)



April 18, 2025

(Signature)

(Date)

The verification of the application must be completed by the applicant appearing on Line 1 of the application by the named individual, all partners if a partnership, a member (if a limited liability company), or by the President or Secretary (if a corporation).

VERIFIED STATEMENT OF APPLICANT

THE FOLLOWING INFORMATION IS REQUIRED BY THE COMMISSION TO DETERMINE THE APPLICANT'S FITNESS TO OPERATE. STATEMENTS SHOULD BE TYPED OR PRINTED. ILLEGIBLE STATEMENTS WILL DELAY YOUR APPLICATION.

CarePhilly Movers, LLC

Legal Name of Applicant

Trade Name, if any

1225 Norwalk Rd Apt 10 Philadelphia, PA 19115

Street Address (principal place of business)

City or Municipality

State

Zip Code

The Verified Statement of the Applicant factual details about your proposed transportation service. Your Verified Statement must answer all of the items listed below and on the following pages. Provide as much information as possible to prevent delay in processing your application. If you need more space to provide your answer, please attach additional pages identifying the appropriate item number.

1. Identify the person making the Verified Statement on behalf of the applicant. If an employee/officer of applicant is making the statement, give name, title, business address and telephone number.

Oleksandr Tsukanov

2. List the applicant's affiliation (owner, manager, controls) with any other carrier, with the description of affiliation.

Owner

3. Please provide evidence of minimum of two-years' experience with a licensed household goods carrier or the equivalent as required by 52 Pa. Code §3.381(c)(1)(iii)(A)(II)(-I-).

Delivered Goods for Regency Furniture Group from 2015-2024

4. Describe your facilities, record maintenance plan and your communication network. Please include a description of your physical location, to including office machines that will be utilized, and the facility to house vehicles. As a carrier of household goods in use, applicant should include a description of storage facilities, if applicable. Please include an explanation of your plan to maintain records required by the PUC, as well as normal business records. In regard to your communication network, please explain how you will receive customer requests for transportation, how you will dispatch the vehicles to fulfill the request, and how you will maintain continuous communication with your drivers.

attached

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5. Please state the number of drivers you intend to use or hire in your business and explain why that number of drivers is appropriate for the size of the territory you will be serving. In addition, please explain:
- a. Your hiring standards for drivers;
 - b. Your system for conducting criminal background checks;
 - c. Your driver training program;
 - d. Your system for conducting driver license checks;
 - e. Your policies regarding alcohol and drug use by your drivers.

attached

6. Please state the number of vehicles you plan to use in your business and why that number is appropriate to provide reasonable and efficient service to the territory you will be serving. If you have already obtained vehicles for your business, please list them in the chart below.

YEAR	MAKE	MODEL	SEATING CAPACITY*	VEHICLE ID #	MILEAGE
2008	Freightliner	Sprinter	2		

7. Describe your vehicle safety program. Please include the following in your explanation:
- a. Your periodic vehicle maintenance plan
 - b. Your system for ensuring your vehicles will continuously comply with applicable Pennsylvania vehicle equipment standards (67 Pa. Code, Chapter 175).

attached

8. Please explain what steps you have taken to determine if you can obtain insurance and pay the required insurance premiums.

attached

9. State whether the applicant has been convicted of a misdemeanor or felony. If applicant is partnership, limited liability partnership, corporation, or limited liability company this question applies to all members, officers, and/or shareholders. If "YES", explain.

 YES X NO

10. Financial Data. Complete the "Statement of Financial Position", which follows this page. Please feel free to also provide additional information explaining why you believe you have sufficient funds to ensure your transportation business can provide reliable service to the public in a safe manner.

Verification of Statement

The undersigned deposes and says that he/she is authorized to and does make this verification and that the facts set forth therein are true and correct to the best of his/her knowledge, information, and belief. The undersigned understands that false statements herein are made subject to penalties of 18 Pa. C. S. Section 4904 relating to unsworn falsification to authorities.



(Signature)

Oleksandr Tsukanov

(Name and Title, printed or typed)

April 18, 2025

(Date)

Statement of Financial Position (Balance Sheet)
As of (date) 04/18/25
(Must be less than 6 months old)

ASSETS

Current Assets		
Cash	40,000	
Other Current Assets (specify)		
Total Current Assets		_____
Tangible Assets		
Motor Vehicle Equipment	20,000	
Property (buildings, land, etc.)		_____
Office Equipment		_____
	TOTAL ASSETS	_____

LIABILITIES

Current Liabilities (Due within one year of date)		
Loans		_____
Credit cards/revolving credit		_____
Other Liabilities (Attach schedule)		_____
Total Current Liabilities		_____
Long Term Liabilities (Due after one year of date)		
Mortgage		_____
Long term commercial loan		_____
Other Liabilities (Attach Schedule)		_____
Total Long-Term Liabilities		_____
	TOTAL LIABILITIES	_____

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Certificate No. A-891 _____
Docket No. A-2017-26 _____

Freight Pa. P.U.C. No.1

CAREPHILLY MOVERS

Rates and Rules Governing the Transportation of Household Goods

To transport, as a common carrier, by motor vehicle, household goods in use, between points in Pennsylvania

Issued: November 11, 2023

Effective: November 12, 2023

Issued Under authority of 52 PA Code Section 23.42

By: Oleksandr Tsukanov
1225 Norwalk Rd
(215) 501-3535

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

RULES AND REGULATIONS

Advance Reservations: Advance reservations must be made prior to the service being rendered.

Hourly Rates: Rates begin from the time vehicle leaves carrier's place of business and ends at the time vehicle returns to carrier's place of business.

Coverage Offered:

OPTION 1: STANDARD VALUATION: There is no charge for this coverage. Carrier is only required to reimburse shipper for any damage to belongings at the rate of \$.60 per pound, per article.

OPTION 2: INCREASED VALUATION: Carrier offers shipper to declare a total dollar value at a premium rate of \$25.00 per \$1000.00 of requested valuation. Deductible required by shipper for this option is an additional \$250.

Carrier does not offer any 3rd party insurance.

Deposit & Refund Policy: Up to 48 hours prior to the scheduled move date, all deposits will be refunded to the shipper, minus a 25% cancellation fee.

Infestation: If any household goods transported by the carrier are found to be infested with ants, termites, cockroaches, bed bugs, or other dangerous or disease-bearing insects—due to the condition of the shipper's premises at the origin or destination—the carrier reserves the right to refuse shipment of such goods.

If an infestation results in contamination of the carrier's vehicle, any costs associated with fumigation or cleaning of the vehicle will be charged back to the shipper.

Fumigation: Any household goods transported by the carrier, infested with ants, termites, cockroaches, bed bugs, or any dangerous or disease bearing insects as a result of the condition of the shipper's premises, either at origin or destination, and the same having infested the moving vehicle as a result of the of the move, all costs resulting from any necessary fumigation of the vehicle will be charged back to the shipper.

RULES AND REGULATIONS

Impractical Operations: The carrier is not liable for the move, storage, or delivery, when any of the following impede or otherwise make impractical the same: acts of God, including any natural, geological, or meteorological occurrence or disaster; any acts of war, declared or undeclared; any civil disturbances, including insurrection, rebellion, riot; any labor dispute, strike or lockout; any act of state or federal government regarding nationalization, sanction, embargo, or blockade; any act of foreign invasion or hostilities; any act of terrorism; any failure or interruption of a public utility or Internet service; severely inclement weather; any inadequate or unsafe road, highway, street, or driveway conditions, or major construction or repair of the same or any major delays or detours arising therefrom; any failure or interruption of ferry, tunnel, or bridge service; any major access obstructions; the presence of any hazardous or dangerous materials; and any situations where the moving crew is or might be personally endangered or threatened with physical harm.

Articles of Extraordinary Value: Items of extraordinary value, as defined by contract law, including but not limited to, jewelry, coins, cash, documented antiques of any type, family heirlooms, documented artwork of any type, will not be moved and/or stored, unless accompanied by specific proof of insurance for the same provided by shipper written in their behalf in advance. Carrier will not be liable for anything beyond the identified legal liability coverage. These items should be identified to carrier prior to the move day and require special handling and a 3rd party insurance policy acquired by the shipper.

Articles: Conditionally Restricted: Perishable foods requiring refrigeration; plants over 20lbs. any tool or machines, unless the fuel has been emptied by the shipper.

Articles: Completely Restricted: Carrier will not ship any species of exotic and domestic animals; hazardous materials; explosives; live ammunition; firearms and weapons of any type; any items of extraordinary value.

SCHEDULE OF RATES

For moves under 40 miles from origin to destination.

HOURLY MOVING: The hourly rate begins when the moving vehicle and crew arrive at the point of origin of the contracted for move and ends when all of the goods are unloaded at the point of final destination, less any scheduled breaks and/or any vehicular breakdown, plus any applicable travel time defined below.

1. (Standard Hourly Rates)

Non-Peak: (October 2nd- March 24th)

Monday-Thursday: Hourly Labor & Travel Time Rates (2-hour labor minimum)

2 Men - \$129.00 per Hr. **3**

Men - \$169.00 per Hr. **4**

Men - \$199.00 per Hr.

Non-Peak: (October 2nd- March 24th)

Friday-Sunday: Hourly Labor & Travel Time Rates (2-hour labor minimum)

2 Men - \$139.00 per Hr. **3**

Men - \$179.00 per Hr. **4**

Men - \$209.00 per Hr.

Additional Unit: (Man and/or truck) \$44.00 per Hr.

Peak: (March 25th - October 1st)

Monday-Thursday: Hourly Labor & Travel Time Rates (2-hour labor minimum)

2 Men - \$139.00 per Hr. **3**

Men - \$179.00 per Hr. **4**

Men - \$209.00 per Hr.

Peak: (March 25th - October 1st)

Friday-Sunday: Hourly Labor & Travel Time Rates (2-hour labor minimum)

2 Men - \$149.00 per Hr. **3**

Men - \$199.00 per Hr. **4**

Men - \$229.00 per Hr.

Additional Unit: (Man and/or truck) \$44.00 per Hr.

**** Overtime hourly rates of time and a half apply after eight hours of labor Monday-Sunday****

Overnight Holds: \$300 per truck, per night, not to exceed 3 nights.

Governing References: The carrier's Client Management System (CMS), a move management software, will be used to track all mileage and logistics between moves.

Specialty Items:

Motorcycles	\$75.00	Pianos/ Pipe Organ	\$75.00
Safe	\$75.00	Hot Tub	\$75.00
Fish Tanks	\$75.00	Riding Mower	\$75.00
Canoe/ Small Boat	\$75.00		

Packing Materials:

Carton 1.5 cu. ft.	\$3.25	Mattress Bag	\$12.00
Carton 3 cu. ft.	\$3.75	Shrink-wrap (full roll)	\$25.00
Carton 4.5 cu. ft.	\$4.25	Tape (per roll)	\$4.50
TV Box	\$100.00	Moving Pad	\$20.00
TV Box Rental	\$50.00		

Note: Packing/unpacking labor, when requested by the shipper, will be performed using the hourly rates shown above. The total charges for packing/unpacking services will be based on the cost of containers and other packing materials supplied by the carrier plus applicable labor fees subject to two hours minimum.

Schedule of Rates

For moves 40 miles and over from origin to destination.

Rates are in dollars and cents per 100 pounds applied to actual weight and include loading and unloading and the actual movement or transportation of property from origin to destination.

Miles	1000 To 1999 Lbs.	Break Point	2000 To 3999 lbs.	Break Point	4000 To 7999 lbs.	Break Point	8000 To 11999 lbs.	Break Point
40-50	\$51.5	1575	\$41.5	3350	\$35	6281	\$28	10780
51-60	\$54	1630	\$44	3455	\$38	6316	\$30	11200
61-70	\$57	1579	\$45	3467	\$39	6359	\$31	11226
71-80	\$60	1567	\$47	3405	\$40	6600	\$33	10910
81-90	\$61	1574	\$48	3417	\$41	6635	\$34	10942
91-100	\$63	1556	\$49	3429	\$42	6667	\$35	10629
101-110	\$65	1570	\$51	3295	\$42	6858	\$36	10667
111-120	\$68	1500	\$51	3373	\$43	6884	\$37	10703
121-130	\$70	1543	\$54	3334	\$45	6578	\$37	10703
131-140	\$71	1550	\$55	3273	\$45	6756	\$38	10737
141-150	\$74	1514	\$56	3286	\$45	6783	\$39	10770

Question 4: Facilities, Record Maintenance, and Communication Network

CarePhilly Movers will primarily operate at customer locations, including homes and various points between pickup and delivery destinations. Junk removal services will also be performed at customer-designated locations. As a result, CarePhilly Movers does not require a traditional commercial facility, aside from a space to house the company vehicle, which is located at the owner's residence.

CarePhilly Movers will maintain both physical and digital job files, including the following documents:

Moving Estimate

Bill of Lading

Order for Service

Inventory Documentation

A Copy of "Your Rights and Responsibilities"

Explanation of Liability Options

Statement of Services (after delivery)

These documents will be stored in a standard filing system and digitally scanned for secure electronic storage.

For communication, CarePhilly Movers will utilize mobile phones (voice and text) for real-time coordination between customers and moving crews. Email and online platforms such as Yelp and Facebook will also be used for booking and customer service. Once a job is booked, customers will receive a confirmation email the same day, a confirmation call the day before the scheduled move, and a follow-up text message the day after service.

Since CarePhilly Movers does not offer storage services, no warehouse facility is needed. The company van is stored at the owner's residence. Office equipment includes a computer, a mobile phone, and a multifunction scanner/printer.

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Limited Liability Company Agreement of CarePhilly Movers
A Single Member Limited Liability Company**

This Limited Liability Company Agreement ("Agreement") of CarePhilly Movers, ("Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (individually, "Member" or collectively, "Members").

I. Formation.

(a) **State of Formation.** This Agreement is for CarePhilly Movers, a member-managed Pennsylvania limited liability company formed under and pursuant to Pennsylvania law.

(b) **Operating Agreement Controls.** To the extent that the rights or obligations of the Member, or the Company under provisions of this Agreement differ from what they would be under Pennsylvania law absent such a provision, this Agreement, to the extent permitted under Pennsylvania law, shall control.

(c) **Primary Business Address.** The location of the primary place of business of the Company is:

9511 Evans Street, Philadelphia, Pennsylvania 19115, or such other location as shall be selected from time to time by the Member.

The Company's mailing address is:

1225 Norwalk Rd, Philadelphia, Pennsylvania 19115

(d) **Registered Agent and Office.** The Company's initial registered office is 9511 Evans Street, Philadelphia, Pennsylvania 19115. The Company may change its registered office upon filing a statement with the Pennsylvania Department of State.

(e) **No State Law Partnership.** No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

(a) **Purpose.** The Company is created for the following business purpose:

Moving and Delivery

(b) **Powers.** The Company shall have all of the powers of a limited liability company set forth under Pennsylvania law.

(c) **Duration.** The Company's term shall commence upon the filing of an articles of organization and all other such necessary materials with the state of Pennsylvania. The Company will operate until terminated as outlined in this Agreement unless:

(i) The Member vote unanimously to dissolve the Company;

(ii) No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Pennsylvania law;

(iii) It becomes unlawful for either the Member or the Company to continue in business;

- (iv) A judicial decree is entered that dissolves the Company; or
- (v) Any other event results in the dissolution of the Company under federal or Pennsylvania law.

III. Member.

- (a) **Member.** The sole member of CarePhilly Movers at the time of adoption of this Agreement is Oleksandr Tsukanov.
- (b) **Initial Contribution.** The Member shall make an initial contribution to the company. The initial contributions shall be as described in Attachment A, "Initial Contributions of the Member."

No Member shall be entitled to interest on their initial contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their initial contribution.

- (c) **Limited Liability of the Members.** Except as otherwise provided for in this Agreement or otherwise required by Pennsylvania law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective initial contribution. The Member shall look solely to the Company property for the return of their initial contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such initial contributions, or value thereof, no Member shall have any recourse against any other Member, if any other Member exists, except as is expressly provided for by this Agreement.
- (d) **Creation or Substitution of New Members.** Any Member may assign in whole or in part its membership interest only with the prior written consent of all Members.
 - (i) **Entire transfer.** If a Member transfers all of its membership interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its Agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.
 - (ii) **Partial transfer.** If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.
 - (iii) **Voting.** Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.
- (e) **Member Voting.**
 - (i) **Voting power.** In the event that the Company has multiple Members simultaneously, the Company's Members shall each have voting power equal to its share of Membership Interest in the Company.
- (f) **Member's Duties.** The Member shall cause the Company to do or cause to be done all things

necessary to preserve and keep in full force and effect its existence, rights (charter and statutory), and franchises. The Member also shall cause the Company to:

- (i) Maintain its own books, records, accounts, financial statements, stationery, invoices, checks, and other limited liability company documents and bank accounts separate from any other person;
- (ii) At all times hold itself out as being a legal entity separate from the Member and any other person and conduct its business in its own name;
- (iii) File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
- (iv) Not commingle its assets with assets of the Member or any other person, and separately identify, maintain, and segregate all Company assets;
- (v) Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
- (vi) Maintain an arm's length relationship with the Member, and, with respect to all business transactions entered into by the Company with the Member, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;
- (vii) Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
- (viii) Allocate fairly and reasonably any overhead for shared office space;
- (ix) Not pledge its assets for the benefit of any other person or make any loans or advances to any person;
- (x) Correct any known misunderstanding regarding its separate identity;
- (xi) Maintain adequate capital in light of its contemplated business purposes;
- (xii) Cause the Member to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Pennsylvania limited liability company formalities;
- (xiii) Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
- (xiv) Not require any obligations or securities of the Member; and
- (xv) Observe all other limited liability formalities.

Failure of the Member to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Member.

(g) Fiduciary Duties of the Members.

- (i) **Loyalty and Care.** Except to the extent otherwise provided herein, the Member shall have a fiduciary duty of loyalty and care similar to that of members of limited liability companies organized under the laws of Pennsylvania.
- (ii) **Competition with the Company.** The Member shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company. The Member shall refrain from competing with the Company in the conduct of the Company's business.
- (iii) **Duties Only to the Company.** The Member's fiduciary duties of loyalty and care are to the Company and not to any future Members or officers. The Member shall owe fiduciary duties of disclosure, good faith, and fair dealing to the Company, but shall owe no such duties to the officers and to the other Members. A Member who so performs their duties shall not have any liability by reason of being or having been a Member.
- (iv) **Reliance on Reports.** In discharging the Member's duties, the Member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:
 - 1. One or more other Members, in the event that the Company has multiple Members, officers, or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented.
 - 2. Legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the persons' professional or expert competence.
 - 3. In the event that the Company has multiple Members, a committee of Members of which the affected Member is not a participant, if the Member reasonably believes the committee merits confidence.

IV. Accounting and Distributions.

- (a) **Fiscal Year.** The Company's fiscal year shall end on the last day of December.
- (b) **Distributions.** Distributions shall be issued, as directed by the Company's Treasurer or Assistant Treasurer, on a _____ basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of membership interest in the Company.

V. Tax Treatment Election.

- (a) **Tax Designation.** The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Member may elect for the Company to be treated as a C-Corporation or a S-Corporation at any time.

VI. Officers.

- (a) **Appointment and Titles of Officers.** The initial officers shall be appointed by the Member and shall consist of at least a Chairman, a Secretary and a Treasurer. Any additional or substitute officers shall be chosen by the Member. The Member may also choose one or more President, Vice-President, Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person, as permitted by Pennsylvania law. The Member may appoint such other

officers and agents as they shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Member. The officers and agents of the Company shall hold office until their successors are chosen and qualified. Any officer elected or appointed by the Member may be removed at any time, with or without cause, by the affirmative vote of a majority of the Member. Any vacancy occurring in any office of the Company shall be filled by the Member. Unless the Member decide otherwise, if the title of an officer is one commonly used for officers of a limited liability company formed under Pennsylvania law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office.

- (i) **Chairman.** The Chairman shall be the chief executive officer of the Company, shall be responsible for the general and active management of the business of the Company and shall see that all orders and resolutions of the Members are carried into effect. The Chairman shall execute all contracts on behalf of the Company, except:
 - 1. Where required or permitted by law or this Agreement to be otherwise signed and executed;
 - 2. Where signing and execution thereof shall be expressly delegated by the Member to some other officer or agent of the Company.
- (ii) **President.** In the absence of the Chairman or in the event of the Chairman's inability to act, the President shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The President shall perform such other duties and have such other powers as the Member may from time to time prescribe.
- (iii) **Vice-Presidents.** In the absence of the Chairman and President or in the event of their inability to act, any Vice-Presidents in the order designated by the Member (or, in the absence of any designation, in the order of their appointment by the Member) shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. Vice-Presidents, if any, shall perform such other duties and have such other powers as the Member may from time to time prescribe.
- (iv) **Secretary and Assistant Secretary.** The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary shall attend and record all the proceedings of the meetings of the Company and of the Member in a book to be kept for that purpose. The Secretary shall perform such other duties as may be prescribed by the Member or the Chairman, under whose supervision the Secretary shall serve. The Secretary shall cause to be prepared such reports and/or information as the Company is required to prepare by applicable law, other than financial reports. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Member (or if there be no such determination, then in order of their appointment by the Member), shall, in the absence of the Secretary or in the event of the Secretary's inability to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Member may from time to time prescribe.
- (v) **Treasurer and Assistant Treasurer.** The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company according to generally accepted accounting practices, using a fiscal year ending on the last day of the month of December. The Treasurer shall deposit all moneys and other valuable effects in the name and to the credit of the Company

in such depositories as may be designated by the Member. The Treasurer shall distribute the Company's profits to the Member. The Treasurer shall disburse the funds of the Company as may be ordered by the Member and shall render to the Chairman and to the Member, at regular intervals or when the Member so requires, an account of all of the Treasurer's transactions and of the financial condition of the Company. As soon as practicable after the end of each fiscal year of the Company, the Treasurer shall prepare a statement of financial condition as of the last day of the Company's fiscal year, and a statement of income and expenses for the fiscal year then ended, together with supporting schedules. Each of said annual statements shall be prepared on an income tax basis and delivered to the Member forthwith upon its preparation. In addition, the Treasurer shall keep all financial records required to be kept pursuant to _____ law. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Member (or if there be no such determination, then in the order of their appointment), shall, in the absence of the Treasurer or in the event of the Treasurer's inability to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Member may from time to time prescribe.

- (b) **Officers as Agents.** The officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Member not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business, and the actions of the officers taken in accordance with such powers shall bind the Company.
- (c) **Fiduciary Duties of the Officers.**
 - (i) **Loyalty and Care.** Except to the extent otherwise provided herein, each officer shall have a fiduciary duty of loyalty and care similar to that of officers of limited liability companies organized under the laws of Pennsylvania.

VII. **Dissolution.**

- (a) **Limits on Dissolution.** The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established above.

Notwithstanding any other provision of this Agreement, the bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

- (b) **Winding Up.** Upon the occurrence of any event specified in the earlier "Duration" section above, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. The Member, or in the event of multiple Members, one or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.
- (c) **Distributions in Kind.** Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such

asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

- (d) **Termination.** The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Member in the manner provided for under this Agreement and (ii) the Company's registration with Pennsylvania shall have been canceled in the manner required by Pennsylvania law.
- (e) **Accounting.** Within a reasonable time after complete liquidation, the Company Treasurer shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.
- (f) **Limitations on Payments Made in Dissolution.** Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its initial contribution and shall have no recourse for its initial contribution and /or share of profits (upon dissolution or otherwise) against any other Member, if any other such Member exists.
- (g) **Notice to Pennsylvania Authorities.** Upon the winding up of the Company, the Member with the highest percentage of membership interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Pennsylvania and any other appropriate state or federal authorities or agencies as may be required by law.

VIII. Exculpation and Indemnification.

- (a) No Member, officer, employee, or agent of the Company and no employee, agent, or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.
- (b) To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage, or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit, or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage, or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.
- (c) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company

by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(d) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.

(c) The foregoing provisions of this article shall survive any termination of this Agreement.

IX. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article VIII or under applicable law.

X. General Provisions.

(a) **Notices.** All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.

(b) **Number of Days.** In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

(c) **Execution of Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

(d) **Severability.** The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

(e) **Headings.** The Article and Section headings in this Agreement are for convenience, and they form no part of this Agreement and shall not affect its interpretation.

(f) **Controlling Law.** This Agreement shall be governed by and construed in all respects in accordance with the laws of Pennsylvania (without regard to conflicts of law principles thereof).

(g) **Application of State Law.** Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Pennsylvania law.

- (h) **Amendment.** This Agreement may be amended only by written consent of the Member. Upon obtaining the approval of any such amendment, supplement, or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed, and filed in accordance with Pennsylvania law.
- (i) **Entire Agreement.** This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Member has executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of October 15, 2019.

By: AT
Oleksandr Tsukanov

Date: April 18, 2025

Attachment A
Initial Contributions of the Member

The initial contributions of the Member of CarePhilly Movers are as follows:

Oleksandr Tsukanov Contribution:

Date of this notice: 10-15-2011

Employer Identification Number:
84-3361307

Form: SS-4

Number of this notice: CP 575 G

For assistance you may call us at:
1-800-829-4923

CAREFULLY MOVERS LLC
OLEKSANDR TSUKANOV SOLE MBR
4511 EVANS ST APT 11
PHILADELPHIA, PA 19115

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 84-3361307. 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 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 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 visit 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 write us, do not complete and return the stub.

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

Thank you for your cooperation.