

19CV000696

STATE OF NORTH CAROLINA  
WAKE COUNTY

FILED IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION

2019 JAN 16 A 9:52 NO. 19 CV \_\_\_\_\_

STATE OF NORTH CAROLINA *ex rel.* )  
JOSHUA H. STEIN, Attorney General, )

WAKE CO., C.S.C. )

JE

COMPLAINT

Plaintiff, )

v. )

NATIONAL EMERGENCY )  
RESTORATION SERVICES, LLC and )  
RICARDO ALEXANDER ALEMAN, a/k/a )  
RICK ALEMAN, Individually, )

Defendants. )

**INTRODUCTION**

This is an action by the State of North Carolina to enforce its laws against price gouging during a state of emergency, and unfair and deceptive trade practices.

Plaintiff State of North Carolina, on relation of Joshua H. Stein, Attorney General (“the State”), brings this action against defendants NATIONAL EMERGENCY RESTORATION SERVICES, LLC and RICARDO ALEXANDER ALEMAN, a/k/a RICK ALEMAN, individually (“defendants”). The State alleges that defendants (1) price gouged a homeowner in North Carolina for tree removal services in the wake of Hurricane Michael; and (2) used deceptive practices by falsely representing to the homeowner that defendants were sent by his insurance company, which induced the homeowner not to have them quote a price.

The State therefore alleges that the defendants violated North Carolina’s prohibition on price gouging during a state of emergency, N.C. Gen. Stat. § 75-38, and North Carolina’s Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1. The State seeks temporary,

preliminary, and permanent injunctive relief against defendants, together with restitution for the victim, civil penalties, attorneys' fees, and other relief.

### **PARTIES**

1. The State of North Carolina, acting on the relation of its Attorney General, Joshua H. Stein, brings this action pursuant to authority granted by Chapters 75 and 114 of the North Carolina General Statutes.

2. Defendant National Emergency Restoration Services, LLC is a Florida limited liability company, with its principal place of business at 6800 Bird Road, Suite 454, Miami, Florida. On information and belief, its manager/owner is Gustavo E. Oliva.

3. On information and belief, defendant Ricardo Alexander Aleman a/k/a Rick Aleman resides at 148 NW 60th Avenue, Miami, Florida. On information and belief, defendant Aleman at all times relevant to this Complaint was a managing agent of National Emergency Restoration Services, LLC, with the title of "Director of Operations." On information and belief, his acts or practices alleged herein were done under the supervision or control of, or with the approval of, defendant National Emergency Restoration Services, LLC.

### **JURISDICTION AND VENUE**

4. The Court has subject matter jurisdiction pursuant to N.C. Gen. Stat. §§ 75-1.1 and 75-15 because the acts or practices alleged herein are in or affecting commerce in North Carolina.

5. The Court has personal jurisdiction over defendants because their acts or practices alleged herein occurred in the State of North Carolina.

6. Venue is proper in Wake County pursuant to the Attorney General's selection under N.C. Gen. Stat. § 75-14.

## FACTUAL ALLEGATIONS

7. On September 7, and again on October 10, 2018, North Carolina Governor Roy Cooper declared states of emergency because the approach of Hurricane Florence, and then the approach of remnants of Hurricane Michael, posed an “imminent threat” to North Carolina. The declarations, which covered various counties including Guilford, specifically noted that North Carolina’s price gouging statute, N.C. Gen. Stat. § 75-38, was in effect. (The declarations are attached as **State’s Exhibit 1**.) These states of emergency were in effect at all times relevant to this Complaint.

8. On the morning of Saturday, October 20, 2018, homeowners Dennis Peck and his wife were at their home at 8105 Buzz Aldren Court, Browns Summit, Guilford County, North Carolina. Hurricane Michael the night before had blown down three trees on the property, including one that was leaning against the house. A representative from George of the Jungle Tree Service came by unsolicited and gave Peck a written quote of \$800.00 to remove the trees. (**Exhibit 2**)

9. After Peck called his homeowner’s insurance company, USAA, a crew with National Emergency Restoration Services, LLC stopped at his home. One of them stated that Peck’s insurance company had sent them. Peck believed him because Peck had just been in touch with USAA about the down trees. That man handed Peck a business card indicating his name was “Rick Aleman” and his title was “Operations Manager” for National Emergency Restoration Services, LLC. (**Exhibit 3**)

10. Peck signed a contract and a direct pay authorization (**Exhibit 4**) without discussing the price of the work because he believed the company had a contract with his insurance company.

11. Four men from National Emergency Restoration Services, LLC started on the job at about 10:00 a.m. that day, working on tree removal until dusk at about 7:00 p.m. The only equipment they used were chain saws and a bucket truck.

12. Four men times 9 hours yields 36 man-hours.

13. The next day the same crew of four men returned at about 2:00 or 3:00 p.m., and worked again until dusk at about 7:00 p.m. tacking a tarp on about one-half of the roof that had been affected by one of the trees. They used the bucket truck for the tarping.

14. Four men times 5 hours yields 20 man-hours.

15. When Peck later got in touch with his insurance company, he first learned that National Emergency Restoration Services, LLC had submitted an invoice totaling \$37,200.00 for the tree removal and tarping. (**Exhibit 5**) He also learned at this time that his insurer had not sent defendant National Emergency Restoration Services, LLC to do the work.

16. Dividing \$37,200.00 by 56 man-hours, the number of man-hours for the tree work and tarping, yields a pay rate of \$664.29 per man-hour.

17. The tree portion of the bill is \$23,914.44 (36 man-hours multiplied by the hourly rate of \$664.29), in comparison to George of the Jungle Tree Service's quote of \$800.00 for doing the tree work.

18. Unless defendants are restrained and enjoined, they will continue to irreparably harm the State by violating North Carolina law, to the detriment of the State and its citizens.

**CLAIMS FOR RELIEF**

**CLAIM I**

**PRICE GOUGING**

**N.C. GEN. STAT. §§ 75-38 and 75-1.1**

19. The demand of defendant National Emergency Restoration Services, LLC, to Peck and his insurer for payment of \$37,200.00 for tree and tarping work, was done with the knowledge and intent to charge an unreasonably excessive price for services used as a direct result of an emergency, in violation of N.C. Gen. Stat. §§ 75-38 and 75-1.1.

**CLAIM II**

**UNFAIR AND DECEPTIVE TRADE PRACTICES**

**N.C. GEN. STAT. § 75-1.1**

20. The false representation of defendants Aleman and National Emergency Restoration Services, LLC, that the company had been sent to Peck's residence by his insurer, constitutes an unfair or deceptive act or practice in violation of N.C. Gen. Stat. § 75-1.1.

**PRAYER FOR RELIEF**

**WHEREFORE, THE STATE PRAYS THE COURT** for the following relief:

21. That defendants, together with their agents, employees, representatives, subcontractors, successors and assigns, and any persons acting in concert with them, be permanently enjoined, under N.C. Gen. Stat. § 75-14, from:

- i. engaging in unfair or deceptive acts or practices in violation of N.C. Gen. Stat. § 75-1.1, including but not limited to falsely representing that they had been sent by a property owner's insurance company.
- ii. charging or receiving payment for goods or services used as a direct result of an emergency with the knowledge and intent that the charge is an unreasonably excessive price under the circumstances, in violation of N.C. Gen. Stat. §§ 75-38 and 75-1.1;

- iii. directly or indirectly attempting to collect on any claimed debt for tree removal and related services provided in North Carolina on and after September 7, 2018;
- iv. advertising, offering, soliciting, or entering into contracts, or receiving payment for any tree removal and related services in North Carolina;
- v. performing or providing any tree removal and related services in North Carolina;

22. That defendants be ordered, pursuant to N.C. Gen. Stat. § 75-15.1, to pay restitution to all consumers and insurers who suffered injury due to defendants' unlawful acts and practices set forth above;

23. That defendants be ordered to disgorge all amounts they or their agents, employees, representatives, subcontractors, successors and assigns have received, or in the future do receive, in connection with the tree removal and related services set forth above, under N.C. Gen. Stat. § 75-14;

24. That the Court, pursuant to N.C. Gen. Stat. § 75-15.1, cancel all express, implied or constructive contracts between defendants, acting as contractors or subcontractors, and the owners of the properties described above, including that the Court extinguish all statutory lien rights and all common law *quantum meruit* rights of defendants against all property owners and/or their insurers for flood remediation work and related services set forth above;

25. That the defendants be ordered to pay civil penalties of \$5,000.00 for each instance of price gouging and unfair and deceptive trade practices, pursuant to N.C. Gen. Stat. § 75-15.2;

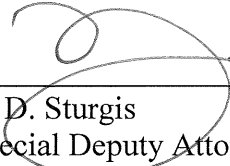
26. That defendants be ordered to reimburse the State for attorneys' fees and litigation expenses in this action, pursuant to N.C. Gen. Stat. § 75-16.1;

27. That costs of this action be taxed to defendants; and

28. That the State be granted such other and further relief as to the Court seems just and appropriate.

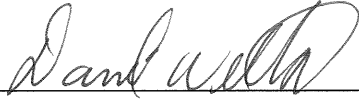
This the 16th day of January, 2019.

JOSHUA H. STEIN  
ATTORNEY GENERAL



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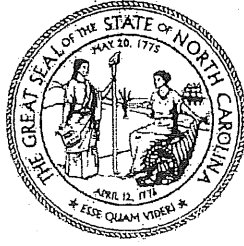
K. D. Sturgis  
Special Deputy Attorney General  
State Bar No. 9486  
[ksturgis@ncdoj.gov](mailto:ksturgis@ncdoj.gov)



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Daniel T. Wilkes  
Assistant Attorney General  
N.C. State Bar No. 46500  
[dwilkes@ncdoj.gov](mailto:dwilkes@ncdoj.gov)

N.C. Department of Justice  
Post Office Box 629  
Raleigh, North Carolina 27602  
Phone: (919) 716-6000  
Facsimile: (919) 716-6050



# State of North Carolina

ROY COOPER  
GOVERNOR

September 7, 2018

EXECUTIVE ORDER NO. 51

DECLARATION OF A STATE OF EMERGENCY

BY THE GOVERNOR OF THE STATE OF NORTH CAROLINA

WHEREAS, the State of North Carolina is under imminent threat from Tropical Storm Florence, which has the potential to make landfall next week; and

WHEREAS, it is expected that the people of North Carolina in the storm's path will be exposed to a substantial risk of injury or death; and

WHEREAS, it is expected that the tropical storm will cause significant damage to public and private property and may seriously disrupt essential utility services and systems; and

WHEREAS, the potential impacts from Tropical Storm Florence constitute a state of emergency as defined in N.C. Gen. Stat. § 166A-19.3(19); and

WHEREAS, certain measures are necessary to ensure the protection and safety of North Carolina residents and coordinate the emergency response among state and local entities and officials; and

WHEREAS, N.C. Gen. Stat. §§ 166A-19.10 and 166A-19.20 authorize the Governor to declare a state of emergency and exercise the powers and duties set forth therein to direct and aid in the response to, recovery from, and mitigation against emergencies.

NOW, THEREFORE, by the authority vested in me as Governor by the Constitution and the laws of the State of North Carolina, IT IS ORDERED:

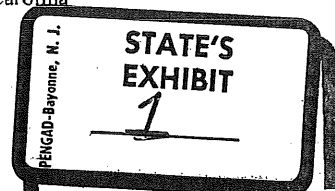
Section 1.

I hereby declare that a state of emergency, as defined in N.C. Gen. Stat. §§ 166A-19.3(6) and 166A-19.3(19), exists in the State of North Carolina.

The emergency area, as defined in N.C. Gen. Stat. §§ 166A-19.3(7) and 166A-19.20(b), is the State of North Carolina. ("the Emergency Area").

Section 2.

I order all state and local government entities and agencies to cooperate in the implementation of the provisions of this declaration and the provisions of the North Carolina Emergency Operations Plan ("the Plan").





Section 3.

I delegate to Erik A. Hooks, the Secretary of the North Carolina Department of Public Safety, or his designee, all power and authority granted to and required of me by Article 1A of Chapter 166A of the North Carolina General Statutes for the purpose of implementing the Plan and deploying the State Emergency Response Team to take the appropriate actions necessary to promote and secure the safety and protection of the populace in North Carolina.

Section 4.

Further, Secretary Hooks, as Chief Coordinating Officer for the State of North Carolina, shall exercise the powers prescribed in N.C. Gen. Stat. § 143B-602.

Section 5.

I further direct Secretary Hooks or his designee to seek assistance from any and all agencies of the United States Government as may be needed to meet the emergency and seek reimbursement for costs incurred by the State in responding to this emergency.

Section 6.

I hereby order that this declaration be: (1) distributed to the news media and other organizations calculated to bring its contents to the attention of the general public; (2) promptly filed with the Secretary of the North Carolina Department of Public Safety, the Secretary of State, and the superior court clerks in the counties to which it applies, unless the circumstances of the state of emergency would prevent or impede this; and (3) distributed to others as necessary to ensure proper implementation of this declaration.

Section 7.

This declaration does not prohibit or restrict lawfully possessed firearms or ammunition or impose any limitation on the consumption, transportation, sale or purchase of alcoholic beverages as provided in N.C. Gen. Stat. § 166A-19.30(c).

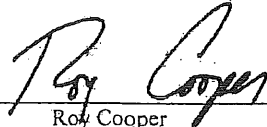
Section 8.

Pursuant to N.C. Gen. Stat. § 166A-19.23, this declaration triggers the prohibition against excessive pricing as provided in N.C. Gen. Stat. §§ 75-37 and 75-38 in the Emergency Area.

Section 9.

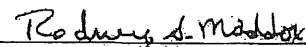
This declaration is effective immediately and shall remain in effect until rescinded.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the Great Seal of the State of North Carolina at the Capital in the City of Raleigh, this 7th day of September in the year of our Lord two thousand and eighteen.



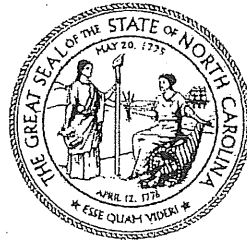
Roy Cooper  
Governor

ATTEST:



Rodney S. Maddox  
Chief Deputy Secretary of State





# State of North Carolina

ROY COOPER  
GOVERNOR

October 10, 2018

EXECUTIVE ORDER NO. 74

## DECLARATION OF A STATE OF EMERGENCY

### BY THE GOVERNOR OF THE STATE OF NORTH CAROLINA

WHEREAS, the State of North Carolina is under imminent threat from the remnants of Hurricane Michael ("Hurricane"); and

WHEREAS, the State of North Carolina remains under a state of emergency to assist with the recovery from Hurricane Florence; and

WHEREAS, it is expected that the Hurricane may cause significant damage to public and private property and seriously disrupt essential utility services and systems; and

WHEREAS, it is expected that North Carolinians in the storm's path will be exposed to a substantial risk of injury or death; and

WHEREAS, the potential impacts from Hurricane Michael constitute a state of emergency as defined in N.C. Gen. Stat. §§ 166A-19.3(6) and 166A-19.3(19); and

WHEREAS, certain measures are necessary to ensure the protection and safety of North Carolina residents and coordinate the emergency response among state and local entities and officials; and

WHEREAS, N.C. Gen. Stat. §§ 166A-19.10 and 166A-19.20 authorize the Governor to declare a state of emergency and exercise the powers and duties set forth in the North Carolina Emergency Management Act to direct and aid in the response to, recovery from, and mitigation against emergencies.

NOW, THEREFORE, by the authority vested in me as Governor by the Constitution and the laws of the State of North Carolina, **IT IS ORDERED:**

#### Section 1.

I hereby declare that a state of emergency, as defined in N.C. Gen. Stat. §§ 166A-19.3(6) and 166A-19.3(19), exists in the following counties in North Carolina: Alamance, Anson, Beaufort, Bertie, Bladen, Brunswick, Camden, Carteret, Caswell, Chatham, Chowan, Columbus, Craven, Cumberland, Currituck, Dare, Davidson, Davie, Duplin, Durham, Edgecombe, Forsyth, Franklin, Gates, Granville, Greene, Guilford, Halifax, Harnett, Hertford, Hoke, Hyde, Johnston, Jones, Lee, Lenoir, Martin, Montgomery, Moore, Nash, New Hanover, Northampton, Onslow, Orange, Pamlico, Pasquotank, Pender, Perquimans, Person, Pitt, Randolph, Richmond, Robeson, Rockingham, Sampson, Scotland, Stokes, Surry, Tyrrell, Vance, Wake, Warren, Washington, Wayne, Wilson, and Yadkin ("the Emergency Area").

Section 2.

I order all state and local government entities and agencies to cooperate in the implementation of the provisions of this declaration and the provisions of the North Carolina Emergency Operations Plan ("the Plan").

Section 3.

I delegate to Erik A. Hooks, the Secretary of the North Carolina Department of Public Safety, or his designee, all power and authority granted to and required of me by Article 1A of Chapter 166A of the North Carolina General Statutes for the purpose of implementing the Plan and deploying the State Emergency Response Team to take the appropriate actions necessary to promote and secure the safety and protection of the populace in North Carolina.

Section 4.

Further, Secretary Hooks, as Chief Coordinating Officer for the State of North Carolina, shall exercise the powers prescribed in N.C. Gen. Stat. § 143B-602.

Section 5.

I further direct Secretary Hooks or his designee to seek assistance from any and all agencies of the United States Government as may be needed to meet the emergency and seek reimbursement for costs incurred by the State in responding to this emergency.

Section 6.

I hereby order that this declaration be: (1) distributed to the news media and other organizations calculated to bring its contents to the attention of the general public; (2) promptly filed with the Secretary of the North Carolina Department of Public Safety, the Secretary of State, and the superior court clerks in the counties to which it applies, unless the circumstances of the state of emergency would prevent or impede this; and (3) distributed to others as necessary to ensure proper implementation of this declaration.

Section 7.

This declaration does not prohibit or restrict lawfully possessed firearms or ammunition or impose any limitation on the consumption, transportation, sale or purchase of alcoholic beverages as provided in N.C. Gen. Stat. § 166A-19.30(c).

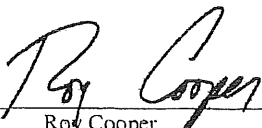
Section 8.

Pursuant to N.C. Gen. Stat. § 166A-19.23, this declaration triggers the prohibition against excessive pricing as provided in N.C. Gen. Stat. §§ 75-37 and 75-38 in the Emergency Area.

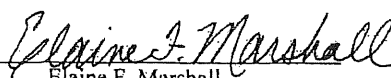
Section 9.

This declaration is effective immediately and shall remain in effect until rescinded.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the Great Seal of the State of North Carolina at the Capitol in the City of Raleigh, this 10<sup>th</sup> day of October in the year of our Lord two thousand and eighteen.

  
\_\_\_\_\_  
Roy Cooper  
Governor

ATTEST:

  
\_\_\_\_\_  
Elaine F. Marshall  
Secretary of State



951-9176

Estimate

Contractors Invoice

WORK PERFORMED AT: 9105 Bazz Alder Ct.

TO: Dennis Peck  
336-656-4692

Barbara Bennett

DATE: 10-17-18

YOUR WORK ORDER NO.

OUR BID NO.

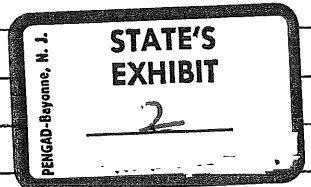
DESCRIPTION OF WORK PERFORMED

1) Removal of large pine tree from roof of home.

2) Remove logs and wood.

Total \$ 800.00

[Signature]

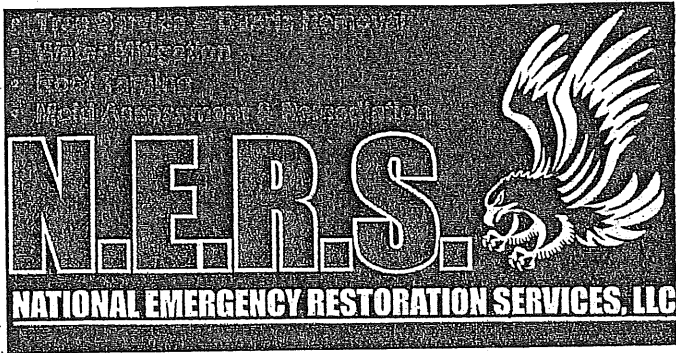


All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_).

This is a  Partial  Full invoice due and payable by: \_\_\_\_\_

in accordance with our  Agreement  Proposal No. \_\_\_\_\_ Dated \_\_\_\_\_



NATIONAL EMERGENCY RESTORATIONS SERVICES, LLC.  
Disaster Relief Services Contractor



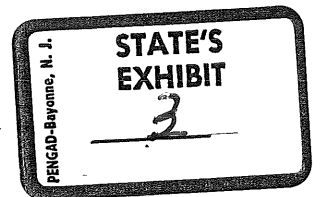
"A Proud American Company"

**Rick Aleman**

Director of Operations  
admin@nerservices.net

3350 Hughes Gap Rd  
Bakersville, NC 28705  
www.nerservices.net

800.316.0464 Toll Free  
336.740.9141 Office  
305.402.7777 Fax



NATIONAL EMERGENCY RESTORATION SERVICES, LLC.

Client: DENNIS PECK Cell: 336-337-1531  
Address: 6105 BUZZALDRUP CT. City: BROWN SWAN State: FL Zip: 32712-1  
Insurance Company: USAA Policy #: 00283011590A  
Claim #: 29

WORK ORDER AGREEMENT TO PERFORM SERVICES AND/OR REPAIRS  
DIRECT PAY AUTHORIZATION-ASSIGNMENT OF BENEFITS - HOLD HARMLESS AGREEMENT

This Agreement is made between the Client listed above (hereinafter referred to as "The Client") and NATIONAL EMERGENCY RESTORATION SERVICES, LLC. (hereinafter referred to as "NERS"). I, the Owner/Insured for the job site listed above, authorize NERS to enter my property, furnish material, supply all equipment and perform all labor necessary to preserve and protect my property from further damage. The Client has suffered a sudden and unexpected loss to property due to Water, Mold, Smoke, Fire. The Client hereby authorizes NERS to perform the following services to mitigate the loss and/or maintain a suitable living condition and/or comfort level. The Client certifies that the damaged property has the appropriate insurance coverage to cover this loss and that The Client is responsible for payment of any deductible (due upon first visit) as well as any charges on the final billing for this service not covered by The Client's insurance policy or not paid by the Client's insurance company for any reason. If there is no insurance billing provided, NERS will collect an equipment deposit fee of \$\_\_\_\_\_.

ASSIGNMENT OF INSURANCE BENEFITS

I, the Client, hereby assign any and all insurance rights, benefits, proceeds and any causes of action under any applicable insurance policies to NERS, for services rendered or to be rendered by NERS. In this regard, I waive my privacy rights. I make this assignment in consideration of NERS's agreement to perform services and supply materials and otherwise perform its obligations under this contract, including not requiring full payment at the time of service. I also hereby direct my insurance carrier(s) to release any and all information requested by NERS, its representatives, and/or its attorney for the direct purpose of obtaining actual benefits to be paid by my insurance carrier(s) for service rendered or to be rendered. I believe the appropriate insurance carrier to be USAA

DIRECT PAYMENT AUTHORIZATION

I, the Client, also hereby authorize and unequivocally instruct direct payment of any benefits or proceeds to NERS. I also authorize NERS be given irrevocable Power of Attorney and my express permission to endorse my name on any and all checks received from an insurance company on my behalf for services provided by NERS. I agree that any portion of work, deductibles, betterment, depreciation or additional work requested by the undersigned, not covered by insurance, must be paid by the undersigned on or before its completion. The Client further authorizes and instructs The Client's insurance company to pay directly to NERS (or to include NERS as a co-payee on the check or draft) the amount shown on the final billing for work done by NERS in connection with this Claim. The Client also understands that the insurance company is billed as a courtesy and convenience to the Client. Should the Client's insurance company fail to honor this agreement, The Client will pay NERS any balance due. The Client completely understands that NERS is working for The Client and not The Client's insurance company, therefore, it is understood that The Client is ultimately responsible to NERS for payment of said services. The Client understands that NERS rates are structured from the estimated costs by area zone. The Client will provide clear and continuous access to job site for period when work is scheduled. The Client's electric and water are to be made available for NERS use during the process of the work at no cost to NERS. NERS shall return to Client's property to adjust and/or re-install roof tarps for thirty (30) days from date of installation. After thirty (30) days from date of installation, new and/or repairs/adjustments of tarp will have to be invoiced to the Client or insurance carrier (if services are/were performed under an assignment of benefits).

AUTHORIZED ANTIMICROBIAL AGENTS- HOLD HARMLESS

I understand that in the best judgment of NERS, materials may be treated with a commercial antimicrobial agent to inhibit the growth of microorganisms during the drying process. I have received advanced notice of the use of antimicrobial and/or antimicrobial products as part of the restoration process. By authorizing the contract, the Client allows NERS to disinfect, cleanse, decontaminate, deodorize, fumigate, purify, sanitize and sterilize any of the premises. The Client understands it is beyond the expertise of NERS to determine if someone is sensitive to its application and will hold NERS harmless for its use.

STOP WORK- HOLD HARMLESS

In the event NERS is not allowed to perform its recommended procedures and/or drying equipment is removed prematurely, Client agrees to release and hold NERS harmless, and indemnify NERS against all claims or actions that may result from such procedures. No verbal arrangements will be considered binding. It is agreed that all material furnished, and labor performed at the authorization of The Client not specified in the estimate must be in writing in the form of an additional contract and will be charged in addition to the price herein agreed upon. All work provided for in the agreement applies to the installation and placement only. The Client has read the above and understands that this form constitutes a Contract for services performed. Should it be necessary to institute legal proceedings to enforce collection, the prevailing party shall be entitled to reasonable Attorney's fees.

Dated: 10/20/18

Signature of Insured: Dennis Peck

Printed Name of Insured: DENNIS PECK

# NATIONAL EMERGENCY RESTORATION SERVICES, LLC.

## DIRECT PAY AUTHORIZATION

Insured Name: Dennis Peck Cell Phone: 336-337-1531  
Address: 8105 BUZZALDREN CT City: Brownsumner State: NC Zip: 27214  
Insurance Company: USAA  
Policy #: 00283011590A Insurance Phone: \_\_\_\_\_  
Claim #: 29  
Email Address: \_\_\_\_\_  
Adjuster Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Email Address of Insurance Company: \_\_\_\_\_

Category of damage:  1  2  3

The signature below hereby authorizes my insurance company to discuss the details with \_\_\_\_\_ and \_\_\_\_\_ to directly pay or name \_\_\_\_\_ for the payment of said claim. I am also authorizing my insurance company to discuss my claim even if I have a public adjuster or attorney attached.

Date: 10/20/18 Authorized Signature: Dennis Peck  
Printed Name: DENNIS PECK

6800 Bird Road, Suite 454, Miami, FL 33155  
786.349.3133 PH - 305.402.7777 FAX

admin@nerservices.net

USAA Confidential  
USAA Confidential

**From:** admin@nerservices.net  
**Date/Time:** 10/23/2018 10:30 AM CDT  
**To:** 55L9KL372XPK@claims.usaa.com  
**CC:**

**Subject:**EXTERNAL: CLAIM NO. 029 PECK, DENNIS 8105 BUZZ ALDREN CT, BROWN SUMMIT, NC 27214

TO WHOM IT MAY CONCERN:

Please find attached AOB, Invoice and Report for the claim listed above. Please advise when will we be receiving payment for our emergency services rendered.

**Thank you for your business.**

**National Emergency Restoration Services, LLC.**

**6800 Bird Rd, Suite 454**

**Miami, FL 33155**

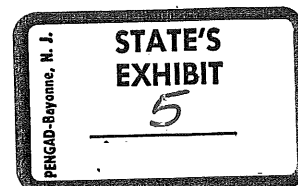
**1.800.316.0464 Toll Free**

**786.349.3133 Office**

**305.402.7777 Fax**

**admin@nerservices.net**

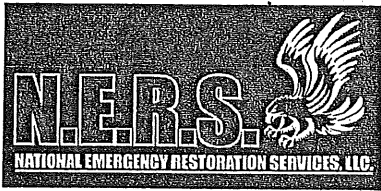
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USAA Confidential

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6800 Bird Road  
 Suite 454  
 Miami, FL 33155

# Invoice

|            |           |
|------------|-----------|
| Date       | Invoice # |
| 10/20/2018 | 746       |

|   |
|---|
| Bill To   |
| Dennis Peck<br>8105 Buzz Aldren Court<br>Brown Summit, NC 27214 |

|          |       |         |
|----------|-------|---------|
| P.O. No. | Terms | Project |
|          |       |         |

| Quantity | Description   | Rate      | Amount    |
|----------|---|-----------|-----------|
| 3,000    | SHINGLE ROOF - Full roof tarp - Materials & Labor                               | 4.25      | 12,750.00 |
|          | Boom Lift - SPECIALTY   | 750.00    | 750.00    |
|          | Tree REMOVAL - TREE #1 - Off of front left elevation 95ft long X 3ft diameter   | 12,500.00 | 12,500.00 |
|          | Tree REMOVAL - TREE # 2 - Off of left side elevation 80ft long X 2.5ft diameter | 10,200.00 | 10,200.00 |
| 2        | Tree HAULING  | 500.00    | 1,000.00  |
|          | Bill to Carrier: USAA<br>POLICY # 00283011590A<br>CLAIM # 29                    |           |           |

|                                    |              |                       |              |             |
|------------------------------------|--------------|-----------------------|--------------|-------------|
| We appreciate your prompt payment. |              |                       | <b>Total</b> | \$37,200.00 |
| Phone #                            | Fax #        | E-mail                |              |             |
| 786-349-3133                       | 305-402-7777 | admin@nerservices.net |              |             |