

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,

Plaintiff,

v.

PRTAYLOR ENTERPRISES LLC d/b/a
FATHER & SON MOVING & STORAGE,

Defendant.

Civil Action No. 20-cv-11551-RWZ

CONSENT ORDER

I. INTRODUCTION

1. This Consent Order resolves the allegations in the United States' Complaint that Defendant PRTaylor Enterprises LLC d/b/a Father & Son Moving & Storage (hereinafter "Defendant" or "PRTaylor") violated the Servicemembers Civil Relief Act ("SCRA"), 50 U.S.C. §§ 3901-4043, by enforcing a lien on the property or effects of United States Air Force Technical Sergeant (TSgt.) Charles Cornacchio without a court order.

2. The United States and Defendant (hereinafter collectively "the Parties") agree that this Court has jurisdiction over this case pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1345, and 50 U.S.C. § 4041.

3. The Parties agree that, to avoid costly and protracted litigation, the claims against Defendant should be resolved without further proceedings. Therefore, as indicated by the signatures appearing below, the Parties agree to the entry of this Consent Order.

It is hereby ORDERED, ADJUDGED, and DECREED:

II. INJUNCTIVE RELIEF¹

4. Defendant, its officers, employees, agents, representatives, assigns, successors-in-interest, and all persons and entities in active concert or participation with Defendant are hereby enjoined from enforcing storage liens on the personal property of SCRA-protected servicemembers during a period of military service or within ninety (90) days thereafter without a court order.² This injunction specifically includes Defendant's managers listed with the Secretary of the Commonwealth of Massachusetts (hereinafter "Managers"), Bryan Taylor and Keith Taylor, and P M & S, Inc. d/b/a Personal Movers.³

III. SALE OR TRANSFER OF INTEREST

5. The sale or transfer of interest in Defendant, in whole or in part, by PRTaylor including, but not limited to, the 2020 sale or transfer of certain assets from Defendant to P M & S, Inc. d/b/a Personal Movers, shall not affect the continuing obligations of Defendant and its managers to comply with all provisions of this Consent Order.

IV. COMPLIANCE WITH THE SCRA

New Storage Customers

6. Within thirty (30) days of the date of entry of this Consent Order, Defendant shall ensure that all its new written contracts for storage include an Addendum in at least 12-point font containing the following three (3) questions for every new customer:

¹ Nothing in this Consent Order shall preclude Defendant from offering greater protections to servicemembers than those afforded by this Consent Order or the SCRA.

² For purposes of this Consent Order, the terms "military service" and "period of military service" shall have the definitions set forth in Section 3911 of the SCRA, 50 U.S.C. § 3911(2) and (3).

³ P M & S, Inc. is a Massachusetts Corporation with a principal place of business at 159 Ferry Road in Haverhill, Massachusetts. Bryan Taylor and Keith Taylor, Defendant's managers listed with the Secretary of the Commonwealth of Massachusetts, also serve as officers of P M & S, Inc. In about August 2020, the Defendant transferred or sold certain assets to P M & S, Inc. d/b/a Personal Movers.

1) "Are you or any members of your household currently serving in the military or absent from military duty due to sickness, wounds, leave, or other lawful cause?";

2) "Are you or any members of your household currently a Reservist or a member of the National Guard?"; and

3) "Are you or any members of your household an active service commissioned officer of the Public Health Service or the National Oceanic and Atmospheric Administration?" Defendant shall keep a list ("Servicemember List") of every customer who responds "yes" to any of these questions by name, date contract was signed, and customer number, and produce the Servicemember List to the United States upon request.

7. Within thirty (30) days of the date of entry of this Consent Order, all of Defendant's new written customer contracts for storage shall also include a notice ("Military Notice") in at least twenty (20) point font type asking customers to contact Defendant if they or a household member join(s) the military, is called to active duty military service, or becomes an active service commissioned officer of the Public Health Service or the National Oceanic and Atmospheric Administration during the term of the contract. The Military Notice shall include a telephone number, electronic mail address, mailing address, and appropriate point of contact for Defendant. Defendant shall provide all new storage customers with a copy of their storage contract that includes the notice. Defendant shall add to the Servicemember List the names and customer numbers of any customer who contacts Defendant pursuant to the Military Notice and notifies Defendant of a change in military status for themselves or a family member.

Enforcing Storage Liens

8. During the term of this Consent Order, prior to enforcing any storage lien against any existing or new customer (including, but not limited to, customers who entered into the

storage contracts required by paragraph 6), Defendant shall submit to the United States⁴ all documents associated with that customer, including the storage contract, evidence of nonpayment, and evidence of attempts to gain payment.

9. The United States shall attempt to determine whether the customer is an SCRA-protected servicemember by searching commercially available databases and the Department of Defense Manpower Data Center (“DMDC”) website for evidence of current military service or military service within the past ninety (90) days.

10. The United States shall provide Defendant with the results of the DMDC search, and shall respond to the Defendant within fifteen (15) business days of its receipt of the submission.

11. If the United States informs Defendant that a customer is in military service or has left a period of military service within the past ninety (90) days, Defendant shall not foreclose or otherwise enforce the lien against the servicemember’s property without first obtaining a court order allowing it to do so. If Defendant chooses to seek a court order to enforce a lien against a servicemember, it shall inform the United States before doing so.

12. If Defendant pursues a storage lien action in court and the SCRA-protected owner fails to answer the action, before seeking default judgment, Defendant shall file an affidavit of military service with the court prepared in accordance with 50 U.S.C. § 3931(a) and (b). The affidavit must be signed and prepared only after taking the actions necessary to comply with

⁴ All materials required by this Consent Order to be sent to counsel for the United States shall be sent by commercial overnight delivery addressed as follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, U.S. Department of Justice, 4 Constitution Square, 150 M Street, Northeast, Suite 8.125, Washington, DC 20002, Attn: DJ 216-36-2.

paragraphs 8 and 11, and must be executed no more than two (2) business days prior to the date that the request for default judgment is made in the matter.

V. TRAINING

13. During the term of this Consent Order, Defendant shall provide annual SCRA compliance training to all its employees who are involved in the rental, management, or disposal of Defendant's storage units. Defendant shall also provide SCRA compliance training to any new employee involved in the rental, management, or disposal of Defendant's storage units within thirty (30) days of his or her hiring. Any expenses associated with the trainings shall be paid by Defendant.

14. The United States shall provide Defendant with at least two options for completing this training, and Defendant shall choose from the available options. Defendant will ensure its employees complete the initial annual training within ninety (90) days of the date of entry of this Consent Order.

15. Defendant shall secure a signed statement in the form attached as Exhibit A from each employee at the trainings required by paragraph 13 acknowledging that he or she has completed the training and received, read, and understands the Consent Order, has had the opportunity to have his or her questions about the SCRA answered, and agrees to abide by the SCRA. Defendant shall maintain proof of the employee training required by this paragraph in each employee file. For the duration of this Consent Order, copies of those signed statements shall be provided to the United States upon request.

VI. COMPENSATION FOR AGGRIEVED SERVICEMEMBER

16. Defendant shall provide a total of sixty thousand dollars (\$60,000.00) in compensation to TSgt. Charles Cornacchio. Within thirty (30) calendar days of the date of entry

of this Consent Order, Defendant shall provide thirty-five thousand dollars (\$35,000.00) in compensation to TSgt. Charles Cornacchio, by delivering a certified check made payable to "Charles Cornacchio" to counsel for the United States at the address specified in Footnote 4. Thereafter, and within ninety (90) days of the entry of this Consent Order, Defendant shall provide an additional five-thousand dollars (\$5,000.00) in compensation to TSgt. Charles Cornacchio, by delivering a certified check made payable to "Charles Cornacchio" to counsel for the United States at the address specified in Footnote 4. Thereafter, and within one-hundred and eighty (180) days of the entry of this Consent Order, Defendant shall provide an additional ten-thousand dollars (\$10,000.00) in compensation to TSgt. Charles Cornacchio, by delivering a certified check made payable to "Charles Cornacchio" to counsel for the United States at the address specified in Footnote 4. Thereafter, and within two-hundred and seventy (270) days of the entry of this Consent Order, Defendant shall provide an additional ten-thousand dollars (\$10,000.00) in compensation to TSgt. Charles Cornacchio, by delivering a certified check made payable to "Charles Cornacchio" to counsel for the United States at the address specified in Footnote 4.

The United States agrees that it will consider reasonable good faith requests by the Defendant to extend the periods of time for payment of the sums set forth above, based on reasonable assurances provided by the Defendant and its managers.

17. In order to receive each compensation check under Paragraph 16, TSgt. Cornacchio will execute a copy of the Release attached as Exhibit D. A separate Release will be executed for each compensation check.

18. When counsel for the United States receives a certified check identified in paragraph 16 above, from Defendant payable to Charles Cornacchio, and the corresponding

signed Release from TSgt. Cornacchio, counsel for the United States shall deliver that check to TSgt. Cornacchio, and the original, signed Release to Defendant.

VII. CREDIT REPAIR AND OTHER RELIEF

19. Defendant shall not pursue, and must indemnify TSgt. Cornacchio against any third-party's pursuing, any deficiency that was remaining on his storage contract after his belongings were auctioned off. Defendant shall not report, or cause to be reported through a third-party, any negative information concerning TSgt. Cornacchio's storage contract to any credit bureau, and shall immediately seek to remove any negative information it caused to appear in the public records section of any credit bureau report for TSgt. Cornacchio.

VIII. CIVIL PENALTY

20. Within thirty (30) calendar days of the date of entry of this Consent Order, Defendant shall pay a total of five-thousand dollars (\$5,000.00) to the United States Treasury as a civil penalty pursuant to 50 U.S.C. § 404(b)(3) and 28 C.F.R. § 85.5 to vindicate the public interest. The payment shall be made in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States within ten (10) days of the date of entry of this Consent Order.

IX. ADDITIONAL REPORTING AND RECORDKEEPING REQUIREMENTS

21. For the duration of this Consent Order, Defendant shall retain all records relating to its obligations hereunder, including its records with respect to all storage lien auctions and all records relating to compliance activities as set forth herein. The United States shall have the right to review and copy any such records, including electronic data, upon reasonable request during the term of this Consent Order.

22. During the term of this Consent Order, Defendant shall send copies of any SCRA or military-related complaint within five (5) business days of receipt. Defendant shall promptly produce any documents related to the complaint to the United States upon reasonable request. Defendant shall inform the United States in writing of its proposed resolution of the complaint prior to responding to the complainant and no later than fourteen (14) days after receiving the complaint. If the United States raises any objections to Defendant's proposed resolution, the Parties shall meet and confer to consider appropriate steps to address the concerns raised by the United States. If the Parties are unable to come to an agreement regarding such objections or concerns, either party may bring the dispute to this Court for resolution.

X. SCOPE OF CONSENT ORDER

23. The provisions of this Consent Order shall apply to Defendant and any of its subsidiaries, predecessors, acquired companies, or successors. It shall also apply to the officers, employees, managers, agents, representatives, assigns, successors-in-interest, and all persons and entities in active concert or participation with any of those persons and entities, including, specifically, Bryan Taylor, and Keith Taylor.

24. The Defendant represents and warrants that it has the legal authority and financial capacity to perform and complete all of its obligations under the terms of this Consent Order and in the timeframes so specified. Bryan Taylor and Keith Taylor separately and as set forth in Exhibits B and C declare under the penalty of perjury that Defendant has the legal authority and financial capacity to perform and complete all of its obligations under the terms of this Consent Order and in the timeframes so specified.

25. This Consent Order does not release claims for practices not addressed in the Complaint's allegations, and it does not resolve or release claims other than claims for violations

of 50 U.S.C. § 3958 that may be brought by the United States with respect to TSgt. Cornacchio.

This Consent Order does not release any claims that may be held or are currently under investigation by any other federal or state agency or entity. The Department of Justice warrants that it is not aware of any other current claims or investigations of Defendant under the SCRA.

26. Nothing in this Consent Order will excuse Defendant's compliance with any currently or subsequently effective provision of law or order of a regulator with authority over Defendant that imposes additional obligations on it.

27. The Parties agree that, as of the date of entry of this Consent Order, litigation is not "reasonably foreseeable" concerning the matters described above. To the extent that either party previously implemented a litigation hold to preserve documents, electronically stored information ("ESI"), or things related to the matters described above, the party is no longer required to maintain such litigation hold. Nothing in this Paragraph relieves either party of any other obligations imposed by this Consent Order.

XI. MODIFICATIONS, ATTORNEY'S FEES AND COSTS, AND REMEDIES FOR NON-COMPLIANCE

28. Any time limits for performance imposed by this Consent Order may be extended by the mutual written agreement of the Parties.

29. The Parties shall be responsible for their own attorney's fees and court costs, except as provided for in Paragraph 30.

30. The Parties shall endeavor in good faith to resolve informally any differences regarding the interpretation of, and compliance with, this Consent Order prior to bringing such matters to the Court for resolution. However, in the event the United States contends that there has been a failure by Defendant, whether willful or otherwise, to perform in a timely manner any act required by this Consent Order or otherwise to comply with any provision thereof, the United

States may move the Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring the performance of such act or deeming such act to have been performed, and an award of any damages, costs, and attorney's fees which may have been occasioned by Defendant's violation or failure to perform.

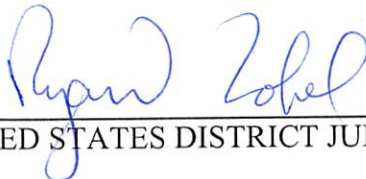
XII. RETENTION OF JURISDICTION

31. The Court shall retain jurisdiction over all disputes between the Parties arising out of the Consent Order, including, but not limited to, interpretation and enforcement of the terms of the Consent Order.

32. This Consent Order shall be in effect until December 31, 2023, after which time this case shall be dismissed with prejudice. The United States may move the Court to extend the duration of this Consent Order in the interests of justice.

SO ORDERED

This 2d day of November, 2021.



UNITED STATES DISTRICT JUDGE

By their signatures below, the Parties consent to the entry of this Consent Order.

For Plaintiff United States:

Dated: September 16, 2021

NATHANIEL R. MENDELL
Acting United States Attorney
District of Massachusetts

/s/ Torey B. Cummings
TOREY B. CUMMINGS, BBO #664549
Assistant United States Attorney
United States Attorney's Office
Moakley U.S. Courthouse
One Courthouse Way, Suite 9200
Boston, Massachusetts 02210
Phone: (617) 748-3281
Email: torey.cummings@usdoj.gov

KRISTEN CLARKE
Assistant Attorney General
Civil Rights Division

/s/ Tanya I. Kirwan
SAMEENA SHINA MAJEED, Chief
ELIZABETH A. SINGER, Director
U.S. Attorneys' Fair Housing Program
TANYA I. KIRWAN, Trial Attorney
Housing and Civil Enforcement Section
Civil Rights Division
U.S. Department of Justice
4 Constitution Square
150 M Street, N.E., Suite 8.125
Washington, D.C. 20530
Phone: (202) 305-4973
Email: tanya.kirwan@usdoj.gov

For Defendant PRTaylor Enterprises LLC d/b/a Father & Son Moving & Storage:

/s/ Aaron R. White

Aaron R. White, Esq. BBO#650918

awhite@boyleshaughnessy.com

Matthew J. Baker, Esq. BBO #698819

mbaker@boyleshaughnessylaw.com

Boyle | Shaughnessy Law PC

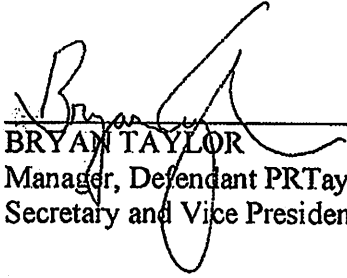
695 Atlantic Avenue, 11th Floor

Boston, MA 02111

Tel.: (617) 451-2000

Fax: (617) 541-5775

For Defendant PRTaylor Enterprises LLC d/b/a Father & Son Moving & Storage:

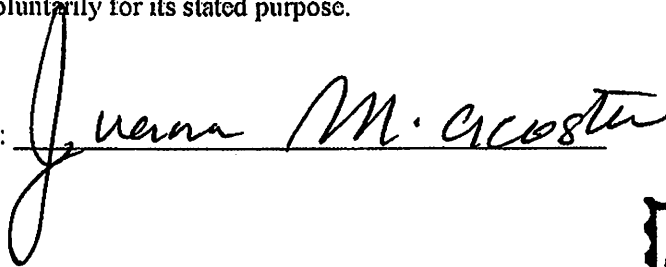

BRYAN TAYLOR

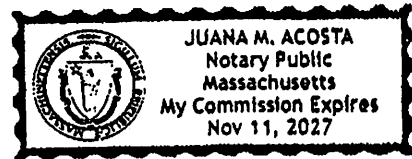
Manager, Defendant PRTaylor Enterprises LLC d/b/a Father & Son Moving & Storage
Secretary and Vice President of P M & S, Inc. d/b/a Personal Movers

COMMONWEALTH OF MASSACHUSETTS

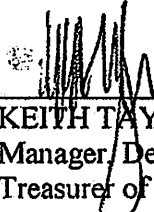
On this 13th day of September, 2021, before me, the undersigned notary public, personally appeared Bryan Taylor, proved to me through satisfactory evidence of identification, which were MA driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:





For Defendant PRTaylor Enterprises LLC d/b/a Father & Son Moving & Storage:

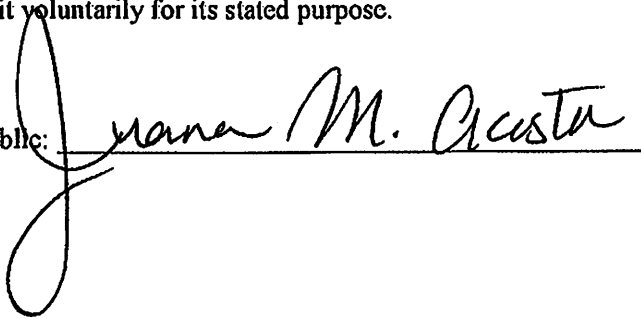


KEITH TAYLOR
Manager, Defendant PRTaylor Enterprises LLC d/b/a Father & Son Moving & Storage
Treasurer of P M & S, Inc. d/b/a Personal Movers

COMMONWEALTH OF MASSACHUSETTS

On this 13th day of September, 2021, before me, the undersigned notary public, personally appeared Keith Taylor, proved to me through satisfactory evidence of identification, which were MA Drivers license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:



Juana M. Acosta

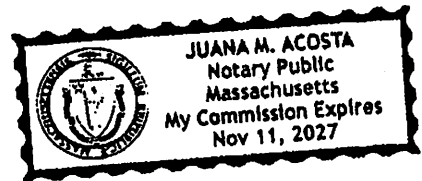


EXHIBIT A

EMPLOYEE ACKNOWLEDGMENT

I acknowledge that on _____, 20__, I was provided training regarding Servicemembers Civil Relief Act (SCRA) compliance and this Consent Order. I have read and understand these documents and have had my questions about these documents and the SCRA answered. I understand my legal responsibilities and shall comply with those responsibilities.

[PRINT NAME]

[SIGNATURE]

[JOB TITLE]

EXHIBIT B

DECLARATION OF ABILITY TO COMPLY WITH CONSENT ORDER

I, Bryan Taylor, individually and as Manager of PRTaylor Enterprises LLC d/b/a Father & Son Moving & Storage declare and state as follows:

I currently serve as, and am listed as in the Massachusetts Secretary of the Commonwealth's Corporations Division records as, a current Manager of Defendant PRTaylor Enterprises LLC d/b/a Father & Son Moving & Storage.

I currently serve as the Secretary and Vice President of P M & S, Inc. d/b/a Personal Movers.

In about August 2020, Defendant PRTaylor Enterprises LLC d/b/a Father & Son Moving & Storage transferred or sold certain assets to P M & S, Inc. d/b/a Personal Movers.

I understand fully the terms of this Consent Order and the obligations of Defendant PRTaylor Enterprises LLC d/b/a Father & Son Moving & Storage under this Consent Order.

I, Bryan Taylor, further declare and state that PRTaylor Enterprises LLC d/b/a Father & Son Moving & Storage has the financial capacity to make all of the payments, both to the aggrieved servicemember, TSgt. Charles Cornacchio, and to the United States, in accordance with terms of, and timing specified in, Paragraphs 16 and 20 of the Consent Order.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 13th day of September, 2021.

Bryan Taylor
Bryan Taylor, Individually and as Manager of
PRTaylor Enterprises LLC d/b/a Father & Son Moving & Storage

COMMONWEALTH OF MASSACHUSETTS

On this 13th day of September, 2021, before me, the undersigned notary public, personally appeared Bryan Taylor, proved to me through satisfactory evidence of identification, which were MA driver's license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public: Juana M. Acosta

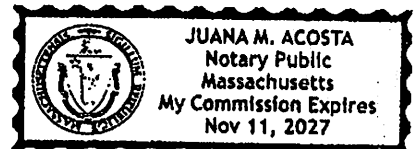


EXHIBIT C

DECLARATION OF ABILITY TO COMPLY WITH CONSENT ORDER

I, Keith Taylor, individually and as Manager of PRTaylor Enterprises LLC d/b/a Father & Son Moving & Storage declare and state as follows:

I currently serve as, and am listed as in the Massachusetts Secretary of the Commonwealth's Corporations Division records as, a current Manager of Defendant PRTaylor Enterprises LLC d/b/a Father & Son Moving & Storage.

I currently serve as the Treasurer of P M & S, Inc. d/b/a Personal Movers.

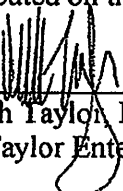
In about August 2020, Defendant PRTaylor Enterprises LLC d/b/a Father & Son Moving & Storage transferred or sold certain assets to P M & S, Inc. d/b/a Personal Movers.

I understand fully the terms of this Consent Order and the obligations of Defendant PRTaylor Enterprises LLC d/b/a Father & Son Moving & Storage under this Consent Order.

I, Keith Taylor, further declare and state that PRTaylor Enterprises LLC d/b/a Father & Son Moving & Storage has the financial capacity to make all of the payments, both to the aggrieved servicemember, TSgt. Charles Cornacchio, and to the United States, in accordance with terms of, and timing specified in, Paragraphs 16 and 20 of the Consent Order.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed on this 13 day of September, 2021.

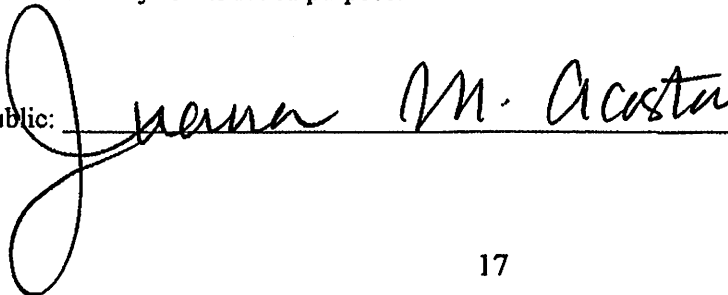


Keith Taylor, Individually and as Manager of
PRTaylor Enterprises LLC d/b/a Father & Son Moving & Storage

COMMONWEALTH OF MASSACHUSETTS

On this 13th day of September, 2021, before me, the undersigned notary public, personally appeared MA Drivers license Keith Taylor who proved to me through satisfactory evidence of identification, which were MA Drivers license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public:



Juana M. Acosta

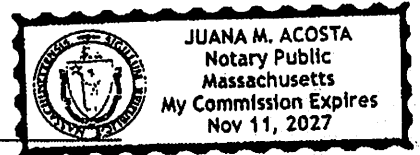


EXHIBIT D

RELEASE

In consideration for the Parties' agreement to the terms of the Consent Order resolving the United States' allegations in *United States v. PRTaylor Enterprises LLC d/b/a Father & Son Moving & Storage*, Case No. 20-cv-11551-RWZ (D. Mass.), I, Charles Cornacchio, agree to hereby release and forever discharge all claims, arising prior to the date of this Release, related to the facts at issue in the litigation referenced above that pertain to alleged violations of Section 3958 of the Servicemembers Civil Relief Act, 50 U.S.C. § 3858, that I may have against PRTaylor Enterprises LLC d/b/a Father & Son Moving & Storage, and all related entities, parents, predecessors, successors, subsidiaries, and affiliates and all of their past and present directors, officers, agents, managers, supervisors, shareholders, and employees and their heirs, executors, administrators, successors or assigns once I have received a total payment of \$60,000.00 from PRTaylor Enterprises LLC d/b/a Father & Son Moving & Storage. I, Charles Cornacchio, state that as of this _____ day of _____, 20____, I have received \$_____ of the total payment of \$60,000.00 that is due to me from PRTaylor Enterprises LLC d/b/a Father & Son Moving & Storage, n/k/a Personal Moving and Storage Service, Inc.

Executed this _____ day of _____, 20____.

SIGNATURE: _____

PRINT NAME: _____

MAILING ADDRESS: _____

PHONE: _____

EMAIL: _____