

Route 3, Box 3285A  
Eldon, MO 65026  
July 5, 1998

DEPT. OF TRANSPORTATION  
DOCKET SECTION

98 JUL 10 PM 2:21

REFERENCE: DOCKET NO. FHWA-97-2979 - 8

Docket Clerk  
U.S. DOT Dockets, Room PL-401  
400 Seventh Street, SW  
Washington, D.C. 20590-0001

This letter is written in response to a letter dated June 26, 1998 which my husband and I received from Jay Nixon, Attorney General of the state of Missouri. The letter both acknowledged a consumer complaint form I submitted shortly after my husband retired from the University of Maryland and we moved to the Lake of the Ozarks and asked that we submit comments to you concerning the experience we had with Mayflower Movers.

We dealt with a Mayflower agent named Ken Ryland. When we signed a contract for moving our belongings from Maryland to Missouri, he assured us that the maximum cost of our expenses would be \$2894.07. However, when the movers (a man and woman from Mayflower) finished loading the truck, the driver told us he had an emergency and that he could leave our belongings in Scott Moving & Storage in Springfield, Missouri so that he and his partner could leave directly for their home emergency. He explained we would only be responsible for a storage fee which would not exceed \$250.00. My husband felt sorry for the couple and agreed to the additional fee. However, when we made contact with Scott Moving & Storage, they told us we would get none of our belongings unless we paid an additional delivery fee of \$1260.00.

We immediately called Ken Ryland who answered our first call and simply told us the driver should never have made such a request of us. The following paperwork (excepting a copy of the complaint form mailed to Missouri's Attorney General--which I did not keep) explains the steps we took:

1. Calling Ken Ryland repeatedly during the ensuing week--no calls were returned.
2. Contacting James A. Grantham, a lawyer from Tuscumbia, Missouri whom we did not know.
3. Submitting a complaint form to the Attorney General of the State of Missouri to ask his advice as to what course of action we might pursue.

We were naturally disturbed initially by the treatment we had received from Mayflower agent Ken Ryland. We were further disgusted with Mayflower when our request for damages was again totally ignored. What was also upsetting was the fact that both the Mayflowers drivers from Scott Moving & Storage and Lawyer James A. Grantham told us that they hoped we would receive the moneys we believed were owed us but that they felt nothing we did would receive any attention.

Thank you for looking into what we see as a large corporation taking advantage of ordinary citizens. I hope the legislation you are pursuing will reveal any fraudulent activity that exists in moving companies. You may contact me at any time at the above address.

Sincerely,

*Mary A. Luetkemeyer*

Mary A. Luetkemeyer



DEPT. OF TRANSPORTATION  
DOCKET SECTION

98 JUL 10 PM 2: 21

ATTORNEY GENERAL OF MISSOURI

JEREMIAH W. (JAY) NIXON  
ATTORNEY GENERAL

JEFFERSON CITY  
65102

REPLY TO:  
Wainwright State Office Bldg.  
111 N. 7th St.  
Suite 204  
St. Louis, Mo 63101  
(314) 340-6816  
Fax: (314) 340-7957

June 26, 1998

Mary Luetkemeyer  
Rt. 2, Box 285A  
Eldon, MO 65026

Dear Ms. Luetkemeyer:

Records in our office indicate that you have previously filed a consumer complaint regarding your experience with household goods moving. Please be advised that our office continues to pursue a number of allegations concerning alleged deceptive practices in this industry.

Meanwhile, you should be aware that the Federal Highway Administration (FHWA), the successor to the ICC for motor carrier regulation, is developing new rules and regulations governing the household goods moving industry. The FHWA has solicited public comments on those rules. There exists a window of opportunity for you as a member of the public to comment regarding this matter, if you wish to do so. Your comments must be received NOT LATER THAN July 14, 1998.

We are of the opinion that your relating your own experience with a moving company could be of considerable value in the formulation of new regulations. A narrative description, similar to that which you provided to us, will suffice in this regard. However, this communication must come directly from you.

If you choose to submit comments, they must be signed and must refer to DOCKET' NO. FHWA-97-2979. A response by mail should be sent to:

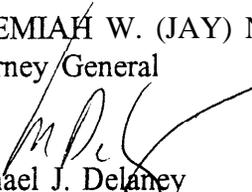
Docket Clerk  
U.S. DOT Dockets, Room PL-401  
400 Seventh Street, SW  
Washington, D.C. 20590-000 1

If you desire, you may download an electronic copy of the pertinent portions of the Federal Register using a personal computer, modem, and suitable communications software, from the Federal Register Electronic Bulletin Board Service. Internet users may reach the Federal Register's home page at URL: <http://www.access.gpo.gov/su-docs>. Telephone inquiries should be made to (202) 512-6611.

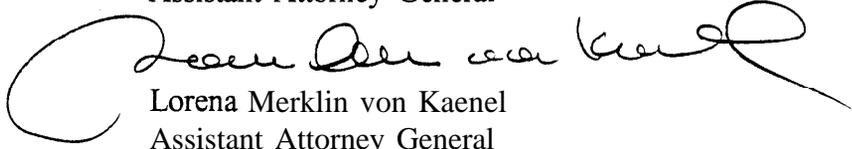
We believe this is a significant opportunity for your voice as a consumer to be heard, and we encourage your participation. Please feel free to contact Mr. Ron Bockenkamp, Investigator, at (3 14) 340-68 16, of our staff, if you have any questions or concerns. We would also appreciate it if you would forward to Mr. Bockenkamp a copy of any comments that you submit to the FHWA.

Very truly yours,

JEREMIAH W. (JAY) NIXON  
Attorney General



Michael J. Delaney  
Assistant Attorney General



Lorena Merklin von Kaenel  
Assistant Attorney General

P. O. Box 56  
Eldon, MO 65026  
August 28, 1990

Mayflower Transit  
P.O. Box 107  
Indianapolis, Indiana 46X6-0107

To Whom it May Concern:

My wife and I are writing this letter for two reasons: first to let you know within ninety days of the delivery of our belongings of the items broken and/or damaged during the move from Maryland to Missouri (as stipulated in the contract we signed with Mayflower Transit) and secondly to put into writing a complaint we have with your company concerning our moving expenses.

First, we purchased Option A (no deductible) for the insurance of our personal belongings--the option which is to cover any broken or damaged items. Only one item (a bedroom dresser) was damaged during the move. At least four heavy dents completely tore away the dark brown finish of the dresser; we have no idea what to claim for this damage and assume that a representative from your company will come to assess that damage. To our knowledge, no items are missing, and following is a list of the items broken as well as the approximate value of each. We have kept each item so that if there is any question you can have it examined.

<u>Item</u>	<u>Approximate Value</u>
1. 24" high Ceramic Tree	\$ 75.00
2. Glass Tube for Swag Lamp	100.00
3. Knob for Singer Sewing Machine to regulate stitch	10.00
4. Legs on Toy Horse	15.00
5. Horse bookend	25.00
6. Candy dish	5.00
7. Gravy dish to Dinnerware set	(irreplaceable/negotiate)
8. Cup to Christmas Dinnerware set	5.00
9. Water goblet	5.99

Second, and of much greater concern to us, is a serious complaint we have with your company. In Maryland we signed a contract with your agent Ken Ryland to have our personal belongings moved to Missouri. Mr. Ryland assured us that the maximum cost of our expenses would be \$2894.07--a figure we agreed to and signed a contract to that effect with him. We were given three days as possible days that movers would come to pack our belongings; they arrived on the second day and all seemed in order. We were impressed with the efficiency and courtesy of the three movers. However, when they were about to leave they told us that they had to be in Oklahoma by May 31 so would either have to

deliver our belongings immediately or have them put in storage for us at a Mayflower-associated storage company. Since we were committed to remain in Maryland for the next three days we asked the driver how much it would cost us for storage. He said it would be no more than two hundred dollars, and--trying to be accommodating--we agreed to that additional expense--and only that additional expense was formally written on our contract by one of the Mayflower movers and initialed by me.

As soon as we arrived in Missouri (June 1) we contacted the Scott Moving and Storage company. The person we spoke with said the earliest he could get our belongings to us, was June 6. Again, we tried to be accommodating and made no objection, although the delay meant that my wife and I and our daughter had to sleep on the floor for the five nights before our bedroom furniture arrived. Then he informed us that there would be an additional \$1260.00 delivery charge for their company. Needless to say, our being new in the area and having established no credit, raising that amount of money in cash posed a serious difficulty.

We immediately called long distance--at our expense--and I left a message for Ken Ryd and both at the office and at his home. Within hours he returned our call and learned of the situation and the additional expense. He immediately said that the movers should not have "broken the original contract" and assured us that he would get back to us. He did, within the hour, to ask more information about the movers. That was the last contact we had with him. The next morning we again called--again at our expense--and left messages both at his home and office. We left messages that requested his professional advice in our situation as well as his assistance in eliminating or reducing the second delivery charge. Mr. Ryder did not reply to either message. On June 6 the Scott Moving & Storage arrived in a large Mayflower truck; the movers themselves were courteous and efficient and sympathized with our situation as their supervisor had explained it to them. Before unloading a single box, however, they explained that it was their responsibility to receive the total fee of \$4396.31 from us--the \$2804.07 we had agreed through Ken Ryder to pay Mayflower, the \$203.00 we had agreed through the Maryland movers to pay Mayflower, and the \$1260.00 for "Delivery Out" and the \$129.00 "Whse handling" we had never agreed with anyone to pay.

After the truck left, my wife and I both felt certain that within days we would hear from Mr. Ryder or receive a check from Mayflower and an apology for the mistake that had been made. We have, however, waited almost the full ninety days and have heard nothing from anyone associated with Mayflower. Quite frankly, had the additional moving expense not been assessed us, my wife and I would not have made any claim to Mayflower for any item damaged or broken. We would simply have been grateful that personal belongings we, at our ages, could not have moved, had been moved for us. Now we are asking that we be reimbursed for \$240.00 for damages, the amounts to be negotiated for the gravy dish and damaged dresser as well as the \$1260.00 delivery charge, the

\$ 129.26 Warehouse handling--expenses that appear nowhere in any contract we signed.

We have not mentioned our situation to anyone to date, nor have we requested any legal assistance. We hope such action will not be necessary and that, within ten days, we hear from a representative from Mayflower. We have retained copies of the original contract--which shows a single addition: that only "Extra charges for sty. Shipper agrees. JL."

Sincerely,

  
Joseph Luetkemeyer

cc: K. Ryder

**JAMES A. GRANTHAM**  
**A Professional Corporation**

P.O. BOX 17  
TUSCUMBIA, MISSOURI 65082  
314-369-2351

October 4, 1990

Mayflower Transit, Inc.  
P.O. Box 107  
Indianapolis, IN 46206-0107

RE: Joseph F. Luetkemeyer  
Order #F-0638-6343

Gentlemen:

On April 17, 1990, Mr. Joseph F. Luetkemeyer signed a Contract with your corporation for the moving of his personal belongings from Lanham, Maryland to the Lake of the Ozarks in the State of Missouri.

This Contract stated that the maximum collection at time of delivery binding estimate amount would be the sum of \$2804.07.

On June 6, 1990, your agent delivered Mr. Luetkemeyer's personal belongings to his residence at Lake of the Ozarks, Missouri; however, your agent demanded payment in the sum of \$4,396.31 before he would unload Mr. Luetkemeyer's belongings.

It appears to me at this time that your company owes Mr. Luetkemeyer the sum of \$1,592.24. It would be appreciated if you would send your refund check in this amount to Mr. Luetkemeyer in care of me at the above address.

Very truly yours,

JAMES A. GRANTHAM  
Attorney at Law

JAG:ss

**MAYFLOWER  
TRANSIT**

**October 23, 1990**

Mayflower Transit, Inc.  
P.O. Box 17  
Tussockville, Maryland 21787  
301-875-1942 • FAX: 301-875-1734

James Grantham  
**A Professional Corporation**  
Attn: James Grantham  
PO Box 17  
Tussockville, MD 65082

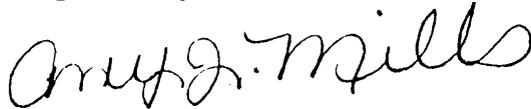
Dear Grantham:

**This letter is in reference to the relocation of Joseph Luetkeneyer, under Mayflower Order for Service Number F-0638-6343.**

**We have reviewed the charges for this relocation and have found them to be correct. Our records indicate that there were storage charges incurred at destination. We show this being the reason for the additional costs. Our paperwork indicates that Mr. Luetkeneyer did agree to these charges.**

**We do show that the binding estimate amount was \$2,804.07. However, this binding amount does not include any destination services incurred which were not on this estimate. We would advise that you contact the agency at which Mr. Luetkeneyer belongings were stored. Mayflower is not involved in the destination storage charges and we have no record of the charges for these services. At this time, we are denying the overcharge.**

Respectfully,



**Amy J. Mills**  
Revenue Analyst  
Revenue Accounting Department

AM/tw296005-3

**Copies: Smith's Moving & Storage Company  
Gaithersburg, Maryland**

**Overcharge Claims**

**JAMES A. GRANTHAM**  
*A Professional Corporation*

P.O. BOX 17  
TUSCUMBIA, MISSOURI 65082  
3 14-369-2351

November **12, 1990**

Mr. and Mrs. Joseph Luetkemeyer  
P.O. Box **56**  
Eldon, MO **65026**

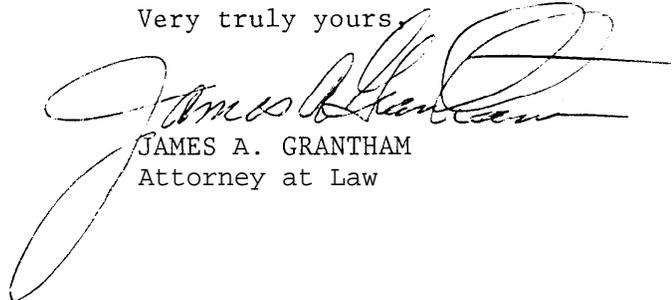
Dear Mr. & Mrs. Luetkemeyer:

Enclosed you will find a photocopy of the response which I have had from Mayflower Transit Company concerning the charges which you had to pay in order to get your furniture.

I am of the opinion that it is still possible that you can recover the excess payment which you had to make by filing a suit in the proper court; however, the cost of the suit would probably be as much as the overcharge which you paid. Also, there is always a possibility that you would lose the lawsuit and then you would just double your damages.

I am, at this time, closing my file; however, I will still be available to help you in any way possible, up until December 31, 1990, at which time I must close my office and assume the duties of the Associate Circuit Judge of Miller County.

Very truly yours,



JAMES A. GRANTHAM  
Attorney at Law

JAG:ss  
Encl