

Q1A 37236

June 9, 1998

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

DEPARTMENT OF TRANSPORTATION

98 JUL 13 PM 1:24

DOCKET SECTION

To Whom It May Concern:

I am writing in reference to DOCKET NO. FHWA-97-2979<sup>11</sup> because I feel that information about my experience with Mayflower Transit Company may be of value to you as you formulate new regulations for the industry.

Because I have exhausted myself writing about this situation I am not rewriting my complaint. Instead, I am attaching copies of the various documents I generated for Mayflower Transit in regard to the claim which I filed under the Order for Service Number H-767-2748.

The May 28, 1997, document is my most succinct rendition. The letter references support documents which are attached to the June 1, 1994, letter. The most significant attachments are the two letters from Forrest R. Bailey, the art expert to whom the Mayflower agent referred me. The Mayflower agent then, after sending me to him twice, ignored his opinion and never bothered to pay him for his services.

The June 1, 1994, letter includes important support documents (see letter from Forrest R Bailey).

The March 2, 1992, document provides a blow by blow description of what I experienced as this nightmare initially unfolded. I think this document illustrates the run-around that Mayflower subjects customers to in hopes that they will give up.

To date, this situation remains unresolved. I have received no money for any part of the claim. This brings up another thing that I find very frustrating. The company would settle no part of the claim until I was willing to settle all of the claim.

If you would like to speak to me about this experience, I can be reached at 816-781-2081.

Thank you for your efforts to stop unethical practices.

Sincerely,

*Sylvia Nadler*

Sylvia Nadler  
1210 Scott Drive  
Liberty, Missouri  
64068

May 28, 1997

Patrick F. Carr  
President and Chief Operating Officer  
Mayflower Transit  
P.O. Box 107  
Indianapolis, Indiana 46206-0107

Dear Mr. Carr

The intent of this letter is for me to communicate to you my feelings regarding your customer service department with specific reference to Customer Service Team 2. After dealing with them for the last six years, I have decided that they are either illiterate or unethical. They are either incapable of reading and interpreting the support documents or they are purposefully misreading them.

For the past six years I have been trying to explain to them why I feel the enclosed settlement offer is unfair. They kept writing back that I must understand their decision. I did not understand the decision because it doesn't make sense given the facts, so I then appealed to upper level management. My letters were simply referred back to Customer Service Team 2. It is very frustrating that your company seems to have no appeal process, so I hope that you will at least read this letter. I know someone in your position can not be illiterate and should not be unethical, so I'm hoping you will be able to straighten this out.

I have spent hours writing about the past so I will not do it again. I will merely include copies of the most pertinent documents. I will, also, summarize the situation as follows:

- **In** June of 1991 I paid Mayflower to pack a painting which I purchased from artist Brenda Chisholm in 1982 for \$3937.50.
- \*Mayflower packers packed the painting in a box and stuffed packing paper in the box to cushion the painting.
- \*Mayflower movers drove the truck from Plainview, TX, via Houston, TX to Liberty, MO.
- \*Mayflower movers unpacked my painting and the packing paper was (and still is) stuck to the surface of the painting.
- \*Mayflower had me take the painting to the Nelson Art Gallery in Kansas City to have the damage assessed by Forrest Bailey (see documentation from Forrest Bailey).
- **Mr.** Bailey's letter says that "after treatment." (i.e., after the painting is restored,) the painting will always be devalued by 20%.
- Evaluators from Customer Service Team 2 completely overlooked the word "after treatment" and offered me a settlement of 20% of replacement cost value.
- **If** I accept the 20% settlement of **\$1,070.00**, I am left with a painting that still has packing paper stuck to the front of it. My options are:
  - \*Hang the painting in my living room with paper stuck to it--100% ruined
  - \*Pull the paper off and hang it up---100% ruined
  - **Take** it to the art gallery and have it treated---20% devalued and I am out the cost of treatment. (Mr. Bailey told me the cost of treatment **might** exceed the value of the painting)

The above should illustrate why I feel Mayflower at least owes me the amount I paid for the painting or the 20% plus the cost of "Treatment" me 20% of the replacement cost is misreading Mr. Bailey's letters.

Throughout this process, Customer Service Team 2 keeps trying to absolve Mayflower from responsibility for the damage.

- **In** one letter they state that Mayflower can not be held liable for heat and humidity. I would note

that if the movers hadn't placed packing paper against the surface of the oil painting, the heat and humidity would not have been a factor. Also, the heat and humidity might not have been a factor if the truck had gone straight from Plainview to Liberty instead of being routed through Houston. •In the same letter, Mayflower states that I should have had a museum pack the painting since it was so valuable. If so, why did Mayflower agent, Janie Willis, tell me I should let Mayflower pack my paintings, mirrors, and mattresses since they would have the know-how and appropriate packing boxes. She knew the value of the painting when she made that statement.

Based on the above, I reassert that Customer Service Team 2 is either illiterate or unethical. I ask you to point out to them that they are misreading/misinterpreting the letters from Forrest Bailey. I am aware that I have no legal recourse at this point (Actually, legal recourse was never a reasonable option because I was informed that the cost of going to court would exceed the value I would receive for the painting even if I won the full settlement--I'm certain this is no surprise to team 2). I am thus appealing to your sense of ethical fairness. I am willing to accept reimbursement for my original purchase price (**\$3,937,50**) rather than the replacement cost price (**\$5,000--in 1992**). This seems like a reasonable compromise, particularly since Mayflower has had the money tied up for six years.

If your method of dealing with this is refer me back to Customer Service Team 2, don't bother, because I have already been told enough times that it is not Mayflower's fault, even though Mayflower packed/unpacked the painting and routed the truck through Houston. If upper level management supports the decisions of Customer Service Team 2 and ignores the letters from Forrest Bailey, I must conclude that your company is incompetent and unethical from the bottom to the top. I will at that point be forced into accepting Mayflower's "goodwill gesture"--but I assure you that I will never use your company again, I will report you to the Better Business Bureau, and I will tell anyone who asks about moving companies, including William Jewell College, not to use your services. I have not done these yet in hopes that this matter can be resolved in a reasonable fashion.

If you choose to actually read and act on this matter according to the information from Forrest Bailey, you have my respect and sincerest appreciation.

Sincerely,

Sylvia Nadler

Enclosures:

Forrest Bailey 6/11/91  
Settlement offer 4/7/92  
Forrest Bailey 6/28/93  
Patrick F. Carr 6/15/94

June 1, 1994

Michael Smith, CEO  
Mayflower Group Incorporated  
9998 North Michigan Road  
Carmel, Indiana  
**46032**

Dear Mr. Smith,

I believe that companies that are successful put people and principles ahead of the bottom line and that the leaders of such companies should be aware of practices that impinge upon that ideal. Therefore I am writing to report an incident in which the Mayflower Transit Division ignored this practice and damaged the reputation of the company. The situation, in short form, is as follows.

In June of 1991, I moved from Plainview, Texas, to Liberty, Missouri. Janie Willis of Willis Moving and Storage Company in Lubbock, Texas, provided the estimate and set up the move. In doing the estimate, she recommended that if I could not afford to have Mayflower pack everything, I should at least have them pack the mirrors, the paintings, and the box springs and mattresses. I took her advice. I told Ms. Willis that the painting by Brenda Chisholm was valued at approximately \$7000. dollars. She told me to make the driver aware of that so he could supervise the packing. I did this. The driver asked me if I wanted Mayflower to unpack these items also. I said yes and was charged accordingly. In the unpacking, the surface of the painting was damaged.

I called Ms. Willis immediately. I asked Ms. Willis to explain where I stood in regard to coverage. She said that the item would be restored to its original condition or replaced. She set up an appointment to have Forrest Bailey of the Nelson Art Gallery in Kansas City assess the damage. She also told me to contact the painter and get a statement of replacement cost in case the painting could not be restored. Mr. Bailey said that the painting, after being restored, would always be "scarred" and would therefore be devalued by 20%. He did not give me a cost for restoration. He told me it would be expensive and that he couldn't tell me how expensive until he actually got into the restoration process. I submitted to Mayflower the documentation from the artist (\$5000. plus tax) and from the art gallery on 6/21/91 (see attachments). On 2/13/92, I received the attached settlement offer for \$1,070, i.e. 20% of the replacement cost value. As you can see, the settlement offer totally ignored a significant clause in Mr. Bailey's final sentence which stated: "In my judgment, the painting, **after treatment**, would be devalued by 20% of its worth." Mayflower's offer **never** addressed the cost of restoration.

At this point I turned the matter over to my college's attorney. In two plus years, with the exception of a settlement offer on the entertainment center for \$600 (see attachment 4/7/92), we have gotten nowhere. I have cooperated fully with Mayflower. I

provided the original purchase invoice to assure that I wasn't asking an unreasonable amount (see attached). I took the painting back to the art gallery to have Mr. Bailey reevaluate it and to send a second letter to clear up any confusion (see attached). In it Mr. Bailey states: "In other words, it would be worth 80% of its former value when it was in a pristine state of condition. Obviously, the cost of restoration is a loss over and above that." He also made comments regarding the packing of the painting. Hearing nothing from Mayflower in response to Mr. Bailey's (6/28/93) letter, I related my situation to the Attorney General of Missouri. Mayflower's response to the Attorney General is attached. Paragraph two is inaccurate in that only one art expert has ever viewed the painting, i.e., Forrest Bailey. Points one and two are drawn from his letters and are misrepresentations of his findings. The artist's technique and the climatic conditions would never have been a factor had tissue paper not been placed against the surface of the painting. In regard to paragraph three, if I should have had a museum crate the painting, why did neither Ms. Willis nor the driver inform me of this. Both were told my perceived value of the painting. The "goodwill gesture" mentioned in paragraph four is particularly annoying in that Mayflower charged me for packing and unpacking the painting.

Fairness dictates that I should be paid the replacement cost value of \$5,350. (or at the very least the original cost value of \$3937.50) or Mayflower should pay for having the painting restored and the 20% devaluation. (Paragraph three of Mr. Bailey's 6/28/93 letter indicates the problems involved in restoration. Also, I bought the painting as an investment and no one will want to buy a "scarred" painting, as per Bailey 6/11/91.)

I'm looking for a win/win paradigm. "Win" for me would be to receive a check from Mayflower for \$5,950. (includes entertainment center settlement) without having to incur additional legal expenses to get it. "Win" for you would come from the opportunity to take measures to assure that people and principles take precedent over the "bottom line." Most businesses are finding that when principles are followed and people are pleased, the bottom line takes care of itself.

Thank you for your consideration.

Respectfully,

Sylvia Nadler  
OFS Number H-0767-2748  
**1210** Scott Drive  
Liberty, MO 64068  
**816-781-2081**

Certified Mail Number: P 223 360 **913**



Bailey Art Conservation, Inc.

June 11, 1991

Dr. Sylvia Nadler  
204 N. Lightburne  
Liberty, MD 64068  
816-781-6477

Dear Dr. Nadler,

On June 11, 1991, I examined your damaged oil painting, Rainbows and Butterflies, Colors of Blue, by Brenda Chisholm, 1982, U.S. The surface film is a thick, transparent, toned varnish. It is meant to be part of the painting rather than a protective coating that could be removed when discolored with age or grime. The solvents that remove the paper stuck to it would also remove a small amount of this toned varnish. Some of the scratches penetrate the paint film. They can be filled and inpainted. But even if the inpainting matched perfectly, any additions on that transparent layer would be seen as a slight scarring of the surface. In my judgement, the painting, after treatment, would be devalued by 20% of its worth.

Sincerely,



Forrest R. Bailey  
Conservator of Paintings

Enclosure: Statement of Services

**MAYFLOWER**  
TRANSIT

Mayflower Transit Inc.  
PO Box 107  
Independence, Missouri 64601-0107  
317-375-1000 • CO No. MO-2934

February 13, 1992

Dr. Sylvia Nadler  
204 N. Lightburn  
Liberty, MO 64068

Dear Dr. Nadler:

This correspondence is in reference to your claim under Order for Service Number H-767-2748.

Your claim has been reviewed; based on the information in our file, the following offer is being extended:

<u>ITEM</u>	<u>AMOUNT ALLOWED</u>	<u>COMMENTS</u>
#483 Oil painting	\$1,070.00	20 percent of value amount
Bookcase and entertainment -0-		Not available for inspection

Enclosed are release forms reflecting our offer of \$1,070.00, as outlined above. You are requested to sign where indicated "Shipper" and return them to this office. Upon receipt, your check will be issued.

In regard to the damages you are claiming for the oil paint, we have taken the amount claimed of \$5,350.00 and have divided it by 20 percent, the loss of value. That is how we came up with the amount of \$1,070.00 for settlement on this part of your claim.

In regard to the damage you are claiming to the bookcase and entertainment, the repair firm has indicated that this was not available for their inspection and we will not be able to accept liability on this part of your claim. For us to be able to accept liability on damaged items, we do have a right to examine these items to determine whether transit related or not.

Although you may not agree with our position, we trust with the explanation given you will understand the basis for our decision.

Should you have any questions regarding your claim, please contact Customer Service Team 2, at 1-800-241-1322, referencing your Order for Service Number. Any of our Customer Service Representatives will assist you in answering your questions.

Sincerely,

  
Customer Service Team 2

TD/de043001.20

**MAYFLOWER**  
TRANSIT

April 7, 1992

Mayflower Transit, Inc.  
P.O. Box 1000  
Kansas City, MO 64101  
816-231-3071 • ICC No. MC-2934



Dr. Sylvia Nadler  
204 N. Lightburn  
Liberty, MO 64068

Dear Dr. Nadler:

This correspondence is in reference to your claim under Order for Service Number H-767-2748.

Your claim has been reviewed; based on the information in our file, the following offer is being extended:

<u>ITEM</u>	<u>AMOUNT ALLOWED</u>	<u>COMMENTS</u>
#483 Oil painting	\$1,070.00	20 percent of value amount
Entertainment center	\$600.00	Cosmetic allowance

Enclosed are release forms reflecting our offer of \$1,670.00, as outlined above. You are requested to sign where indicated "Shipper" and return them to this office. Upon receipt, your check will be issued.

In regard to the damages to the entertainment center, the repair firm has indicated that the replacement cost of this item is \$1,144.81. We are offering you a \$600.00 cosmetic allowance and this item will not be salvaged and brought into our office. If you are not in agreement with this please submit a copy of your purchase receipt and a replacement settlement at that time will be made.

Should *you* have any questions regarding your claim, please contact Customer Service Team 2, at 1-800-241-1322, referencing your Order for Service Number. Any of our Customer Service Representatives will assist you in answering your questions.

Sincerely,

Customer Service Team 2

TD/de098001.19

Enclosure



June 28, 1993

Dr. Sylvia Nadler  
1210 Scott Drive  
Liberty, MO 64068

Dear Dr. Nadler,

There seems to be some confusion in the interpretation of my last sentence in my letter to you dated June 11, 1991. It reads: "In my judgement, the painting, after treatment, would be devalued by 20% of its worth." In other words, it would be worth 80% of its former value when it was in a pristine state of condition. Obviously, the cost of restoration is a loss over and above that.

Most varnishes used by artists soften in a hot environment such as unventilated storage areas or vans without air conditioning. Wads of paper should never have been stuffed between the insides of the mirror crate used to pack the painting and the painting itself. Besides sticking to the surface film in hot weather, the wads could have caused a bulge or dent in the canvas support. The packing of your painting did not meet expected professional standards used in packing fine art.

I am declining to submit an estimate for restoration. In order to make an accurate estimate of the cost to repair, I would need to test the surface and I do not want to do this because I am not interested in doing the restoration work. While the artist used an unusual technique which we may not be able to satisfactorily duplicate, that fact had no effect on the value of the painting before the damage was done.

Sincerely,



Forrest R. Bailey

FRB/be

**MAYFLOWER**  
TRANSIT

April 26, 1994

Mayflower Transit, Inc  
7000  
CAMPBELL ROAD  
JEFFERSON CITY, MO 65102



SUSAN MACALADY  
ATTORNEY GENERAL OF MISSOURI  
PO BOX 899  
JEFFERSON CITY, MO 65102

**RECEIVED**

MAY - 3 '94

MISSOURI  
ATTORNEY GENERAL

Dear Ms Macalady:

RE: Ms Sylvia Nadler;  
Reference Number:CF-93-23904:  
OUR OFS NUMBER: H-0767-2748:

Your letter has been reviewed and we would like to explain the reasons we have denied any additional compensation on the picture that was claimed as damaged.

Two different experts in the art profession have stated that the damage to this painting is due to several factors; **1.The** varnish used on this painting should not have been used because it does not allow the picture to be cleaned for removal of dirt and grime; **2.Tissue** paper sticking was most likely due to the temperature and humidity since the shipment took place in june.This is a climatic condition and not our liability.

They have further stated that due to the value **Ms Nadler** has claimed on the painting it should have been crated by a museum that would have known the proper procedure to use when crating valuable paintings.

In conclusion we would like to state that we originally denied this part of **Ms. Nadlers** claim due to the fact that the damage was considered to be inherent-vice. This is a condition out of our control. We accepted and made a offer merely as a goodwill gesture. We hope this explains the basis for the settlement and denial for the amount being claimed.

If you have any further questions you may contact us at **317-875-1538.**



# WILLIAM JEWELL COLLEGE

L E A D E R S H I P 2 0 0 0

DEAN OF THE COLLEGE  
AND PROVOST

June 3, 1994

Michael Smith, CEO  
Mayflower Group Incorporated  
9998 North Michigan Road  
Carmel, Indiana 46032

Dear Mr. Smith:

Dr. Sylvia Nadler has asked me to write a letter supporting her appeal to you about her ongoing dispute with Mayflower. I am happy to do so.

While I cannot claim any particular knowledge of the facts in this case, nor any special insight into fairness or unfairness, I can say that in her four years here as a member of our faculty, Dr. Nadler has demonstrated herself to be an intelligent, rational campus leader. She is the kind of person whose word carries weight with her colleagues and peers, not a strident person with narrow interests and tunnel vision.

Because of William Jewell College's contractual relationship with Mayflower, I would prefer that all our employees feel they have been treated fairly by the company. I therefore urge you to give careful consideration to Dr. Nadler's request.

Sincerely,

Jim E. Tanner

JET:as

March 2, 1992

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

Dear Customer Service Team 2:

This correspondence is in reference to my claim under Order for Service Number H-767-2748.

I am rejecting your offer for settlement as I consider it ludicrous and your handling of my claim incompetent.

The fact that your correspondence of February 13, 1992 is signed "Customer Service Team 2" is the height of irony because I feel that for nine months I have been bounced around by the entire team having made no less than 25 phone calls regarding this claim. I feel like I have been the victim of either extreme negligence or avoidance--some customer service!

I find the third from the last paragraph in the February 13th letter, regarding the bookcase and entertainment center, particularly insulting. I related to several of your Customer Service Representatives, the first on 10/17/91 and the last (Judy O'Neil) on 1/16/92, that there were two drop off points and that the bookcase and entertainment center were at my parents home in Wellington, MO., 33 miles from Liberty. I explained to Ms. O'Neil that I had told the Jointery representative, both on the phone and upon pick-up and delivery of my chair seats, about the other items, and had given them my parents' phone number/address plus dates when they would be out of town. She responded that you hadn't had very good results with the Jointery and that she would try to find someone else to send to Wellington. Your paragraph insinuates that I have interfered in some way with your right to view these items and indicates no cognizance of my 1/16/92 conversation with Ms. O'Neil and others.

In regard to the painting, I declared its value both to Janie Willis of Willis Moving & Storage-Mayflower, Lubbock, Texas, and to the driver who supervised the packing and unpacking. The minute I realized there was a problem, I called Janie Willis and asked her what to do. She said she would make some calls and call me back. When she called back she told me that you had made arrangements with Nelson Art Gallery for Forrest Bailey to assess whether the

arrangements with Nelson Art Gallery for Forrest Bailey to assess whether the painting could be repaired and that I was to call Ria German for an appointment. I asked Janie, based on the fact that I had paid to have the painting packed and unpacked, what liability Mayflower would assume. She said that the painting would be repaired to its original condition or replaced. She suggested that I contact the painter and get a statement of replacement cost in case the painting could not be repaired. When I had documentation from both the painter and the Nelson Conservator of Painting, I called Janie and asked what to do next. She said to send her a copy and to submit a copy with the claim forms which would be sent by Jeannie Little. I submitted this on **6/21/91**. I received a postcard postmarked **6/27/91** indicating receipt of my claim. Then, I received absolutely no written correspondence regarding my claim until the February 13, 1992 letter. I also received no phone calls except those which I in some way initiated. The phone records (incomplete because I had no idea I would need to document this nightmare) are as follows:

**9/3/91**

I called Janie Willis to inquire about an overpayment and to report that I had heard nothing about my claim other than the postcard. She said she would call about it for me.

**10/11/91**

I called Janie Willis to report that I had heard nothing. She said she had called and that you were having trouble finding someone to send to look at my furniture. She said she would call again. She gave me 800 numbers for Team 1 and Team 2 so I could call them myself in case her call again got no results.

**10/17/91**

I called Team 1 and explained the complete circumstances involving the painting and the damaged items at the two drop off points. They referred me to Team 2. I called ~~the~~Team 2 number and again explained the circumstances. I was then referred to Jennifer. Jennifer stated: 'We've been trying to reach you for weeks. You don't have an answering machine and we didn't have a work number. (The claim form asks "Did employer pay for move?" YES "Employed by" William Jewell College. Thus, the number could easily have been obtained.) I inquired about the status of the painting and when I would receive the \$5000 plus dollars. She said the claim on the painting was documented in the file and that there were no problems with that part of the claim, but that, you didn't pay any part of a claim until everything was settled. I asked how long that would take. She didn't know but would have the Jointery call me to make an appointment to view the items. I told her that there had been two drop off points and that two of the items were at my parents' home in Wellington, which was 33 miles from Liberty. She said that she thought the Jointery would be willing to go

to both locations.

### **10/21/91**

The Jointery called to schedule an appointment. I explained about the items being in two places. He hadn't been informed about two drop offs. He wanted to schedule the Liberty items and said he would check with you about the Wellington items.

### **10/29/91**

The Jointer-y sent someone to pick up the Liberty items. I referred to the Wellington items and gave the man my parents' address/phone number and the dates within the next two weeks when my folks said it would be convenient for them to come.

### **12/10 91**

The Jointety returned the items. I inquired about the Wellington items. The man said that no one had authorized them to go to Wellington and that that was between me and the company.

Final exams and Christmas take precedence over this fiasco.

With my entire family recommending that I turn this over to our lawyer, I decided to try one more time to work this out.

### **1/9/92**

I again called Team 2, this time getting a man. I again explained the situation and stated that I am beginning to feel that Team 2 is either incompetent or that this claim is being purposefully delayed. He assured me that this was not the case and stated that they were hired to settle claims not to delay them. He told me that he would try to find out who had been working with me and said that if he couldn't find out, he would refer the matter to Judy O'Neil. He felt that if anyone could help me, she could.

### **1 /15192**

Not having heard from anyone, I called for Judy O'Neil. Tina stated that Judy was out and asked if she could help me. I explained the situation. Tina said she would have Judy call me tomorrow.

### **1 /16192**

Judy O'Neil called. (The first time the Mayflower claims department had made any effort to contact me.) I explained the whole situation including details about the status of the painting, the service of the Jointer-y, and the items at the first drop-off point which had never been looked at. I asked her if she thought I had

made a reasonable effort to settle this claim? She said: "Yes." I asked her if she thought it has taken an unreasonable amount of time to work this through? She said: "Yes." She was apologetic and said she would get back with me after she talked to the Jointery.

**1/23/92**

Having heard nothing, I called for Judy O'Neil. She was out so I talked with Kerry Dawson. She said she would have Judy call tomorrow.

**1/24/92**

Having heard nothing by 3:00 p.m. and knowing that your offices closed at **3:30** p.m. CST, I called Judy O'Neil. She said she had finally gotten a reply from the Jointery and had asked them to re-FAX their report. I again asked her about the items in Wellington. I explained that since your company refused to settle any part of the claim until you completed everything and since you had taken such an inordinate amount of time getting to the other items, you had managed to tie up over \$5000.00 of my money for eight months. I said that I didn't think this was fair. She concurred and said she would see if her supervisor would release the check on the painting.

**2/4/92**

I called Judy O'Neil to check on the status of the painting. She said she had given the file to her supervisor but had heard nothing.

**2/12/92 ?**

Ms. O'Neil called and stated that her supervisor wanted me to take the painting back to the Nelson Art Gallery for an estimate on repair. Her supervisor wanted to pay me for the 20% devaluation and have it repaired. This, she stated, would be the cheapest for the company. She said she tried to arrange for the gallery to pick the painting up but they wouldn't, so I would need to take it to the gallery.

I responded that it was my understanding that the painting was supposed to be repaired to its original condition or be replaced and that since it could not be repaired to its original condition that they were to pay me the replacement cost. I explained that I had been told that the settlement on the painting was already documented and that payment just awaited the completion of the claim. I asked why if Mayflower wanted an estimate on repair, one was not requested by the individual who set up the initial arrangement with the Nelson Art Gallery? All they requested at that point was a document stating whether or not it could be repaired to its original condition and a document indicating replacement cost, both of which were provided. Now eight months later the rules change and I am expected to jump through yet another set of hoops. Ms. O'Neil (still sympathetic) said she would relay this to her supervisor.

**2/19/92**

I called Judy O'Neil. She stated that her supervisor was firm about only paying 20%. I explained that I felt that this was very unfair and that I would like to speak to the supervisor. If not given that opportunity, I would seek legal counsel and my next correspondence would be through an attorney.

When I returned from class, I had a call on my voice mail from Cathy Kendall, Supervisor. I returned the call. She asked, 'Didn't you get our letter dated **2/13/92**?' (I subsequently received it on **2/21/92** and while dated **2/13/92**, it was postmarked **2/18/92**.) When I said no, she stated her position on the painting. I reiterated my **2/12/92** remarks and again asked why a repair cost wasn't requested eight months ago. She stated that possibly I just misunderstood; that they would have requested the same data in order to figure the 20%. I said (and rather loudly) that I didn't misunderstand. I was told that the painting would be repaired to its original condition or it would be replaced. I had provided documentation, through an appointment arranged by them, that the painting could not be repaired to its original condition and therefore, I wanted it replaced. She said back (and loudly also) "Dr. Nadler, do not yell at me." (Although I doubt that I was actually yelling, I think Team 2 truly deserves it if I were.) I told her that when I received her letter I would seek legal counsel as to how to proceed. I made mention of the items at Wellington and surmised by silence and lack of response that she had no knowledge of that part of the problem.

I called Janie Willis. She wasn't in but Rhonda said she would have her return the call.

**2/21/92**

The **2/13/92** letter arrives postmarked **2/18/92**.

**2/22/92**

Janie Willis returned the call. Her first comment was, "Are you still having trouble with your claim?" I read her the letter. Her word for it was "ridiculous." She said that with the insurance agreement that my college had with Mayflower, she thought I would have no trouble getting the painting replaced. She also could not believe the 'not available for inspection' clause. I told her that I was going to ask my school and school attorney to help me with this. She felt **thiswas** justified but asked for an opportunity to call the Vice President in charge of claims. I told her that I would be grateful for her help because she was the only person who knew how hard I had tried to get this worked out.

**2/26/92**

Janie Willis left the following message on my voice mail. "I talked with the Vice

President of Claims at Mayflower. They are now asking for a replacement cost on the painting from someone other than the painter's mother. He says that they are not set in concrete on anything that's been done. If you have not been contacted by them or received a letter to this effect, let me know."

I returned the call and thanked Janie for her efforts. I asked if she knew how one got a replacement cost on a painting without asking the artist ( the mother is the artist's official agent). She didn't. I said I guess I'd wait for a call or a letter. She said to keep her informed.

I had my meeting with Vice President Tanner requesting the school's help in this matter. He called Jim Moran, the agent which has the school's contract. Jim listened to the situation and although not involved in the move, agreed to look into the matter. Dean Tanner suggested that my next step should be to document my experience. I stated that that would be difficult because I didn't go into this expecting to need such documentation. Rather, I thought the matter settled on June 11, 1991, when I took the painting to Mr. Bailey at the Nelson Art Gallery to get the information requested, not by me but, by Mayflower. I had no idea that eight months later they would expect different information.

**2/28/92**

I am complying with Dean Tanner's request for documentation. Thanks to having routinely transcribed my voice mail calls onto my school calendar, I had more documentation than I thought. The above recounts only a portion of the calls made because no systematic attempt was made to chronicle, with all facetiousness, the expeditious and efficient manner in which Mayflower has handled my claim.

No letter has been received from Mayflower since Janie Willis's call.

I hope you will reconsider this matter and when the claim is finally settled I hope you will take into consideration all of the time you have wasted for me as I have chased this thing both today and for the past eight months.

I will copy both the Vice President for claims and the CEO of the company as I am sure they will be interested in the 'expeditious and efficient" manner in which you have handled this matter.

Sincerely,