

GA 37260

P. O. Box 280063
Northridge, CA 91328
July 6, 1998

DEPARTMENT OF TRANSPORTATION
98 JUL 13 AM 11:55
DOCKET SECTION

CERTIFIED FHWA-97-2979-12

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

Re: Marilyn J. Armentrout - Order 76-133-80 UNITED VAN LINES
Conejo Valley Moving & Storage, Thousand Oaks, CA
to Pruitt Moving & Storage, Findlay, Ohio - Final delivery to
Bowling Green, Ohio

It is my understanding that you are soliciting comments concerning the household goods moving industry. I submit the following:

My move by United Van Lines was a horrible experience. This matter has never been resolved even though there was evidence of vandalism, theft, lack of packing, destruction of household goods, etc., etc. The tactics used and treatment shown toward me were unbelievable.

This letter is somewhat lengthy, but this is necessary in order to explain at least part of the details. I will enclose pertinent documentation for your information.

So there is no confusion, I took my family name of "Powell" several years after this move rather than use the name "Armentrout" which had been my married name.

My move was from Canoga Park, CA to Ohio. (I was living in a very difficult situation in an apartment building and wished to move. I chose to return to my home state.)

United employees came to my apartment on September 18, 1980 to pick up my large items of furniture. Due to the fact that the United employees were indicating scratches on practically new furniture in prime condition, I became suspicious and I took their names and asked to see their driver's licenses. (I had divorced in 1979 and had purchased many new household goods including furniture after that time. I have receipts for such purchases.) The names, etc. of the United employees are as follows:

Robert Bruce Bond, Jr., 866 St. Charles Drive, Thousand Oaks, CA
Driver's License N8459697

**Docket Clerk
U.S. DOT Dockets, Room PL-401
400 Seventh Street, SW
Washington, DC 20590-0001
Page Two**

**David Roy Reading, 442 Wilbur Road, #104, Thousand Oaks, CA
Driver's License N 0328788 - Date of birth 10/15/52**

**Donald W. Walta (son of Ernie Walta owner of Conejo Valley Moving, Thousand Oaks, CA) - I. D. 76-2 - 705 Brossard Drive, Thousand Oaks, CA
Driver's License No. E 0783192 - Date of birth 7/30/54
Blond Hair, Brown eyes - 6'2", 190 pounds**

On September 30, 1980 United employees came for packing and balance of move from 8561 DeSoto Avenue, Canoga Park, CA.

I was required to give the packers \$100.00 in cash for packing. Receipt for this amount and the names of the individuals receiving same is noted on the shipping invoice.

On October 1, 1980 I gave a check in the amount of \$218.30 to Conejo Valley Moving at their place of business for packing and moving. (Copy enclosed) I gave this to Conejo Valley Moving at their place of business. Ernie Walta, the owner, Dave Campbell and a man by the name of Jack were all present when I gave them the check and the instructions. In fact, Dave Campbell is from Ohio (where my goods were being shipped) and we talked about Ohio at the time. He (Dave Campbell) stated he was from Marion, Ohio.

On October 7, 1980 I arrived by plane in Ohio. A few days later I called Conejo Moving and asked when I could expect my goods. I was told "Oh, we didn't think you wanted them." That was a ridiculous statement. Conejo Moving had even told me that my goods weighed 5,000 pounds and the move would cost less than \$3,000. I had traveled by plane to Ohio and was in desperate need of warmer clothing. After several calls to Conejo in California, I was told to contact my local United agent and have them coordinate the move. I did this--signing a form in blank. Larry Abbott of Pruitt Movers in Findlay, Ohio handled this detail.

The van finally arrived from California at Pruitt in Findlay, Ohio on October 21, 1980. Pruitt Moving had called me and instructed me to be at the warehouse when the van arrived. Upon arrival I was amazed to see open cartons of books, much damage, and loose items such as garment bags, a towel, a tablecloth, pictures and a pillow! When I began to comment on the marred top of my china cabinet, the driver of the van, James C. Sheehan, said "Don't say anything about it--your hutch will cover it!" Mr. Sheehan handed me various loose items such as a handful of

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

screws, a book, along with a purple button! Mr. Sheehan asked me if the book was mine. He said it was on the desk as one of the California warehousemen was reading it and that he thought it was mine so he brought it along! He handed me two crewel embroidery pictures which had broken loose from their frames. He asked if they were mine. (They were and were made by my mother who had died some years prior.) He said he thought the screws belonged to a wooden plant stand which he handed me in pieces. It was badly marred and was less than one year old--purchased January 8, 1980 at a cost of \$89.00. Because of its unique finish it could not be repaired. My microwave oven was not packed and the glass dish was still inside. My sewing machine was never packed but was just inside the cabinet. Beautiful velvet dining room chairs (just over one year old) were bound with cords making deep indentations. My beautiful furniture was water damaged, marred and scratched. Later I even found sheet music in my piano bench which did not belong to me! Mr. Sheehan handed me the pendulum from my cuckoo clock and asked me what it was! I took a towel and tablecloth into the office at Pruitt Moving and showed them to Mr. Lauck. He simply said "Why would the mover accept loose items?" The Bill of Lading, which both Mr. Lauck and Randy Hilkert (the warehouseman at Pruitt Movers) signed indicated that "Shipment was received in apparent good condition". The Bill of Lading also specified that "Shipper will do her own unpacking". I was not even given a choice. I still have a portion of a carton on which a United employee wrote my name as "Armentwat"--obviously as a further slur against me. I also have a portion of a research paper on which United employees wrote derogatory comments.

(I am enclosing a copy of my December 8, 1980 letter to Paul Corrigan, President of United Van Lines, which is self-explanatory and which goes into much more detail.)

I rented a townhouse at 901 Napoleon Road, Bowling Green, Ohio and delivery was made there on November 12, 1980. I was required to give United a Cashier's Check in the amount of \$3,550.48 on arrival. This was to cover a shipment of missing, badly damaged, vandalized, unpacked goods!

A United Van Lines claim representative of Crawford & Co., Toledo, OH came to my home to look at the damages. He stated that it looked as if "monkeys had packed my goods". The boxes were full of unpacked smashed items. I am enclosing a copy of his letter to United with which he submitted photos.

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

After much correspondence and many calls, I was sent a check for \$1,093.39 by United, but I returned it. The estimate just for the refinishing of some of my furniture was \$1,000.00 so this was a ridiculous amount to offer me. I was unable to use my dining room table as it had been damaged so badly. It merely lay on its side in two pieces the dining room of my townhouse for the ten months I stayed in Ohio. My practically new roll-top desk had been sawed and badly marred and damaged. What hadn't been taken had been horribly mistreated.

I made a decision to return to California in 1981. Before doing so, I secured permission from United and the ICC to move my household goods since settlement had not been made. I had my goods packed by North American Van Lines. The North American packer, Tom Fulton, commented on the unusual paper work for the move. He stated that he had never seen such a procedure. I then became somewhat suspicious and cancelled the move by North American. Some time later I found the enclosed Mexican cartoon in one of the cartons. I can only surmise what was planned for my household goods. Therefore, my son and I drove a van with the furniture to California where I placed it in storage. I paid considerable storage charges for over one year, waiting for United to settle the claim, but to no avail.

United transferred this case to a Federal Court and I hired attorney Miles Kavaller. He was then bombarded with paperwork by Grover Perrigue III, a Pasadena attorney for United. Mr. Perrigue not only slandered me but threatened my attorney if he continued to represent me. (See the enclosed letter).

In this letter dated December 26, 1985 from Grover A. Perrigue III, United's attorney, to my attorney, Miles L. Kavaller I was slandered by several untrue statements. They are as follows:

"...she warned the United employees not to drink the water provided to them by her son. She did say the water was poisoned and she was serious." (An untrue statement, to say the least.)

"Most certainly, she must have been serious when she made claim for the wrinkled paper napkins and the un-ironed jeans, and the accusations that someone wore her clothing during the course of the transportation and played cards on her table." (A totally untrue statement)

Docket Clerk
U.S. DOT Dockets, Room PL-401
400 Seventh Street, SW
Washington, DC 20590-0001
Page Five

"Predecessor counsel informed me that United Van Lines was supposed to have denied this claim based on the fact that your client was a rape victim." (An untrue statement. I am not a rape victim. I can only assume this was another effort to try to make me appear unfavorable.)

"Are you aware of the fact that the male contract driver has been accused of wearing your client's clothing during the course of transportation?" (Untrue. I wear size 6 and size 8 clothing. The United driver, James C. Sheehan, was a huge and quite heavy. However, s is an absurwhenement. my furniture finally arrived in Findlay, Ohio on October 21, 1980, the Van Driver, Mr. Sheehan, sheepishly handed me various articles belonging to me which he had in the cab of his truck. Among them were crewel embroidered pictures (made by my mother) a book, a plant holder in various pieces, etc.

"In any case, you get the point. Your client because of her obvious perceptual problems, maybe able to get off the hook but you won't if you assist her in a lot of the things she apparently intends to do." I was accused of having "perceptual problems". It may be of interest to note that at that time I had completed all but one class toward a B.A. as a Psychology major at a California University where I later graduated Summa Cum Laude. Later I earned a Master's Degree in Counseling with a 4.0 average and am working on a Ph.D. in Clinical Psychology. I believe my record speaks for itself.

Also, please note that in this letter my lawyer is being threatened concerning handling my case. Although I protested, the Judge permitted Mr. Kavaller to withdraw from my case shortly before the matter was to go to trial. I was later informed that this was not permissible legal procedure and I complained concerning the Judge's decision but got no results. Obviously, I could not act as my own attorney in a trial in Federal court. The Judge also said no punitive damages would be awarded and insisted I sign a release.

When the small settlement check arrived, it had another release on the back. I asked Mr. Perrigue, United's attorney, if I could have a check without another release. He agreed, stating that United should not have included such a release--even saying that was "stupid", so I returned the check to him. (I felt I had been so robbed, vandalized, mistreated, and underpaid that it was very difficult to sign another release. It seemed insulting and unnecessary.)

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

However, I never received another check from United as promised and have not to this day--many years later. After my many telephone calls, George Smith of United Van Lines promised to pay me the settlement amount, plus interest. However, two years passed and I never received anything. After many further calls, I was told to contact a Santa Monica attorney. They offered me a greatly reduced sum--not the amount promised.

I have never been paid by United Van Lines for this horrendous loss and abusive treatment. Obviously the replacement cost of my household goods has greatly increased in these nearly 20 years.

I was horribly victimized by United Van Lines. I was slandered, ridiculed and laughed at by United Van Lines employees. I was under a great deal of stress as the result of a recent divorce in a difficult marriage, the loss of my huge home, living in an unsatisfactory apartment situation, and full-time studies as a Psychology major and apparently was considered vulnerable.

I have continued to write United's President regularly concerning this case but my letters are ignored. I complied with all United's request, even furnishing photos of the damages. Their own representative from Crawford & Co. also sent them photos and secured a furniture refinisher to estimate the cost of repairs. United was given more than enough data to handle this case.

They used such tactics as having their attorney "bombard" my attorney with paperwork, slander me, and continue to insult me and avoid any settlement--apparently hoping to cause me to become exhausted with pursuing the matter and to finally give up. While I know these are tactics often employed by corporations, such methods should not be permitted. In addition to the loss of my household goods, I spent a considerable money on mileage, copies and postage. The resulting stress which I experienced was tremendous. I saw a psychologist in Ohio to talk of this loss after I received my household goods. You can imagine my shock and dismay when I opened box after box and found everything thrown together and smashed! Incidentally, I stopped opening boxes after seeing the condition of several of them until United's claim representative from Toledo, Ohio came to my townhouse where he personally opened further sealed cartons. (Incidentally, some things were merely shipped in open cartons, such as photo albums and a never-used custom table pad for my new diningroom table.)

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

I watched a program on television this week concerning problems encountered with movers. This particular woman's shipment was merely delayed. Mine was not only delayed, but apparently United never planned to deliver it. When they did, it was a disaster! I even found articles which were not mine such as a man's tee shirt! Words cannot express how badly they handled my household goods. I neglected to mention that when James C. Sheehan handed me some of my items, asking me if they belonged to me, he had these articles in the cab of his truck!! Why did United never investigate these circumstances? Also, why was Parks Van Lines (shown as 309) involved?

I have receipts for many of the newly-purchased items as I had just been divorced in 1979 and had replaced many new household goods, including furniture. I have copies of all pertinent letters, and documentation which I can provide.

Sincerely,



Marilyn J. (Armentrout) Powell

**P. O. Box 280063
Northridge, CA 91328**

**Encl: Cy of Oct. 1, 1980 and Nov. 12, 1980 checks to United Van
Cy. of Dec. 8, 1980 ltr. to Pres. of United Van Lines
Cy. of Dec. 22, 1980 Stevens Van Line claim report ltr. to United
Cy. of May 14, 1981 ltr. to Pres. of United Van Lines
Cy. of Dec. 26, 1985 United Atty. Grover Perrigue ltr. to my then Atty. Miles
Kavaller
Cy. of July/5, 1988 ltr. to George Smith, Legal Dept., United
Cy of Oct. 27, 1988 ltr. to George Smith, Legal Dept., United
Cy. of Feb. 1, 1990 ltr. to Pres. of United
Cy. of June 20, 1990 ltr. to George Smith, Legal Dept., United
Cy. of July 10, 1990 ltr. to Hillary Booth, Atty. for United
Cy. of September 9, 1990 ltr. to Hillary Booth, Atty.
Cy. of December 10, 1990 ltr. to Hillary Booth, Atty.
Cy. of Mexican cartoon found after being packed by North American Van Lines**

UNITED CALIFORNIA BANK

16-21(191) / 1220

pay to the order of *Mary Helen Perry* \$ *218.30*

Five hundred eighty four & 30/100 dollars



NORTH RIDGE OFFICE
19230 NORDHOFF STREET
NORTH RIDGE CALIF 91324

Marilyn Armentrout

⑆0000021830⑆

First National Bank
Of Findlay

No 099757

56-190
412

Nov. 12 19 80

PAY TO THE ORDER OF United Van Lines

\$350.40

REMITTER Marilyn Armentrout



Marilyn Armentrout
AUTHORIZED SIGNATURE

COPY NOT NEGOTIABLE

OFFICIAL CHECK

P, O. Box 645
Bowling Green Ohio 43402
December 8, 1980

Mr. Paul Corrigan
PRESIDENT
UNITED VAN LINES
1 United Drive
Fenton, Missouri 63026

Re: Marilyn J. Armentrout Order 76-133-80
Conejo Valley Moving & Storage, Thousand Oaks, CA
to Pruitt Moving & Storage, Findlay, Ohio - Final
delivery to Bowling Green, Ohio

Dear Mr. Corrigan:

First of all, I will apologize for writing such a long letter but I feel it is necessary and I hope you will give it your full attention. I think you will be very interested in what has occurred within your Company. I cannot possibly cover all the unfortunate details but I will relate some facts to you,

After your Conejo Valley Moving firm picked up goods at two locations and then packed goods at my apartment, I went to their office. This was on October 1st at which time I gave them a check for approximately \$280.90 to cover the packing at the apartment and I told them to ship my goods. Ernie, the owner, and Jack and Dave Campbell were all present when I gave these instructions. The office girl was also aware of my order and began preparing the necessary forms. In fact, Dave Campbell is from Ohio and we had a discussion, about that fact.

I arrived in Ohio on October 7th. A few days later I called Ernie in California (Conejo Moving) and asked how soon I could expect my goods. I was told "Oh, we didn't think you wanted them," This was a ridiculous statement as they had told me I had 5,000 lbs. and the move would cost less than \$3,000. I had even told them to repack all those things that had not already been packed. They told me that I had not signed the necessary form, They had not asked me to sign any form. I am a former Air Force wife and that procedure was always handled by the Base Transportation Office. Naturally, I was not given a copy of the booklet from the Interstate Commerce Commission. After several calls to Conejo (at my expense) I was told to contact my local United agent and have him coordinate the move. This I did, signing a form in blank; Larry Abbott of Pruitt handled this detail.

I finally received my furniture on October 21st. Pruitt Moving had instructed me to be at the warehouse when it arrived. When it arrived I was amazed to see open cartons of books, much damage,

and loose items such as garment bags, a towel, a tablecloth, pictures and a pillow! When I started to say something about the marred top on my china cabinet, the driver of the van said "Don't say anything about it-your hutch will cover it!" His name is Mr. Sheehan. He handed me loose items, and at one point he gave me a handful of screws, along with a purple button (which was not mine). He thought these belonged to a plant stand which he handed me in pieces. It is less than one year old and is badly marred. My microwave oven was not packed, scratched and the glass dish was still inside! Beautiful velvet dining room chairs (just over one year old) were bound with cords and the marks still show. The driver had two old metal chairs which he insisted were mine. He said he had picked them up in the California warehouse. He also told me that noise was with him in the warehouse when he loaded. He brought me a book and asked if it was mine. He said it was on the desk as one of the Calif. warehousemen was reading it. He thought it looked like one of mine, so he brought it along! Before he left he handed me two crewel embroidery pictures which had broken loose from their frames. (These were done by my mother who is now deceased.) He asked if they were mine. Later I saw a shipping label on one of them. They, of course, were never packed. He even handed me the pendulum from my cuckoo clock and asked me what it was! I took several of the items to the Pruitt office (a towel and tablecloth) and showed them to Mr. Lauck. He said "Why would the mover accept loose items?" On the Bill of Lading both he and Randy Hilker (the warehouseman) signed a statement that "Shipment was received in apparent good condition" even though both of them knew better. I was not given a copy of the inventory sheet at time of delivery-and have never seen a weight statement from the driver.

My Bill of Lading specified that "Shipper will do her own unpacking." I was not even given a choice. However, in order to determine in which room the cartons were to be placed, they were opened and the two movers witnessed the mess. Items such as huge vases, glassware, etc. were unpacked! It looks as though things were just thrown into boxes. Nearly everything I own is marred, broken or damaged and much is missing.

I have taken pictures of some of the boxes and some remain unpacked. I was instructed not to unpack by the I.C.C. When I called Conejo Moving in Calif. regarding the damage, the girl was very rude to me. When I called Pruitt Movers, they told me to unpack everything. However, I thought better of that and called the I.C.C.

I watched the packing of my kitchen items and various other items in my home in Calif. For example, a new Sony radio was packed there. It was not packed the same on arrival and it is badly scratched. A new stainless steel vacuum bottle has obviously been used as it is coffee stained and it was only used for water. Much of my furniture is covered with animal hair, along with some clothing. A pair of jeans had been ironed (badly) and I NEVER ironed them. My dining room table is on its side as the men could not put it together.

It is just over one year old and a very beautiful piece of furniture. Silver candlesticks are bent and mangled, kitchen items are missing, dishes are chipped and missing. A beautiful bouquet was packed (or placed) in a wig box and is smashed. What more can I say.....there is so much damage! I have found items that are not mine. I had two hammers, but only one of the hammers which I received is mine. They were placed on top of a box of items and were not wrapped. My sister and both of the movers witnessed this. Papers and books were obviously thrown in boxes, along with unwrapped toilet articles and various other items. My mixer was smashed, my Osterizer doesn't work, a ceramic Xmas tree was in its original container and not packed and it is destroyed. MERRY CHRISTMAS!! SOME BOXES DIDN'T EVEN HAVE A SHIPPING TAG. How I received as much as I did is more than I will ever know. One of my wardrobes had been opened and part of my air conditioner was thrown in it!

I talked with Customer Relations at your Company. I told them I would try to work this 'out without a lawyer, but at this point I just don't know, I have given the information to an attorney;

I sent in a claim form stating that I wanted an independent adjuster. All I received back was a form-type letter saying that United would investigate. There wasn't even a signature.

I talked to a Betty Hesler in Claims who advised me to call later for a Harry Borgfield. Then I was referred to a Gene Edley. He wanted me to deal with Pruitt Moving, but I refused. I asked for an independent adjuster. He stated that United would decide what is best. I first talked with him on November 26th. On December 2nd he advised me that the phones were out and he hadn't been able to talk with a Toledo adjuster. I called him again on December 3rd and he gave me the name of a "Susan" at Stevens Van Lines in Toledo. He didn't know her last name. I called her (her name is Susan Wineland) but she said she was not a Claims Adjuster as Mr. Edley had said. She said someone else would handle it but he wasn't in. I said I would call back. She told me she couldn't keep accepting any more long-distance calls (this was my first call). I told her I couldn't continue paying for more and perhaps I would have to go "higher". She then said to call collect anytime, but to be sure to ask for Susan.

I then called Customer Relations again and was given the name of Bill Sullivan, Mgr. of Claims. I called him December 4th. He was not in earlier in the day and then when I called later, his secretary was at the dentist and he was not at his desk. This was the case when I called several more times,

On December 5th I called for Mr. Sullivan again. I was told that neither party was there. (neither he nor his secretary).

I am tired of excuses, rudeness, dishonesty and this whole mess. I paid each time I was asked--\$100. on one move, approximately \$280. for one packing job, and over \$3,500 on delivery day--November 12th. Nearly a month has passed since that day and United has not helped me on this situation.

I am not a woman of means. I live on a fixed income and am attempting to finish college. I returned to my home state of Ohio due to various incidents in Los Angeles. I decided to return home and start a new life. This moving situation has not helped!

My furniture and goods have been gone through, repacked, used, abused, and treated with complete disregard and disrespect.

It has taken me some time to sit down and write this letter. You can imagine the shock at finding things in such a condition. I have not found many keepsakes. I am appealing to you for your help.

If I do not have a reply and action taken on this situation, I will proceed in another manner. Christmas is nearly here but I will find it difficult to enjoy.

Let me hear from you,

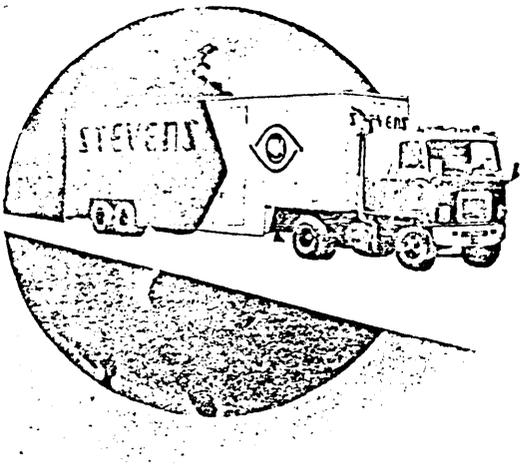
Very truly yours,

Marilyn J. Armentrout

I am also enclosing a copy of a letter I wrote to Mr. Pruitt.

Enclosure

cc: Interstate Commerce Commission



"ON THE DRIVE SINCE '05"

STEVENS

VAN LINES

5411 ROAN ROAD . SYLVANIA, OHIO 43560

PHONE 419/882-1861

December 22, 1980

Gene Eckele
United Van Lines, Inc
1 United Drive
Fenton, MO 63026

RE: Claim report **Merylyn Armentrout** (California to Ohio)

Dear Gene;

Enclosed you will find photographs documenting **damages** and packing problems for the above shipment. I have no idea as to the **order number** or condition as per the original inventory as I have **recieved** no copies of the paperwork. The damages on this shipment are too numerous to **catalogue** in this letter, but the shipper will be sending you a complete claim **form**. I will list only the most-severe problems that **I** saw.

- 1) Many of the shippers cartons were merely set in the carriers cartons and resealed with no repacking at all.
- 2) The shippers sterling silver set was packed with the shipper watching, when it arrived in Ohio, it was not wrapped in the same way. There is a possibility that **some** of the silver may be missing. After the shipper has unpacked everything, she will advise of any shortages.
- 3) Many items were thrown in cartons unwrapped with no continuity as to rooms or types of items packed (refer to enclosed photographs)
- 4) Some items show evidence of use while in transit- For **example**, a table which the shipper witnessed disassembled at origin arrived at hen new home assembled (it was assembled improperly).
- 5) The sewing machine head was shipped still in the sewing cabinet- All sewing accessories were left in the drawer of the cabinet unpacked, The sewing box was also shipped loaded and unpacked in any way.
- 6) Large desk shows many dents, scratches and flakes of wood inside typewriter compartment showing unusual wear. I would reconmend that a professional refinisher look at this piece and several others.
- 7) There are as many as three **UVL inventory tags** on **some** pieces. Shipper states that more than one inventory was done on here goods.
- 8) Driver allegedly **asked shipper "Is this yours?"** several times during the day, as if he had no idea what the shipment contained-



MOVING . STORAGE . PACKING . RENT-A-TRUCK

ICC CERTIFICATE MC-74681

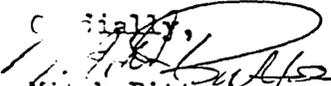
Driver also allegedly told shipper that at least one book was left out **from** her shipment and was read by several of the office personnel. Driver also made statements that suggest that possibly there was more than just the **one** item left out. Shipper is including a letter along with the claim **forms** that will be more specific.

- 9) Some dishes-that were packed at origin **are** apparently missing.
- 10) **Many** items (of all types from picture frames to vases) were not packed at **all** and were set loose on the floor of the **van**. Many items just set in cartons with no protective wrapping at all. **Many PBO** cartons shipped with no tops on carton. Some framed pieces (pictures, needlework, **etc.**) were removed from the frames.
- 11) Trunk which the shipper used store Christmas decorations and lights was shipped with no preparation at **all**. There is evidence of damage.
- 12) Several of the shippers quilts are apparently missing-
- 13) A pillow the shipper recieved is not hers. Several sheets the shipper recieved were not hers.
- 14) A wardrobe carton was opened up and a loose air conditioner part was placed **in the** bottom.
- 15) There was grease on some of the packed clothing **that** the shipper states was not there at origin.

In my opinion, Gene, the main problem with this shipment was with the packing and the performance of the driver. There is not much I can say in regard to the damages on the goods or the shortages because I have not seen the inventories, but several of the cartons I opened myself and the packing leaves much, much to be desired.

If I can be of any further help to you in regard to **this** matter, please feel free to contact me at your **convience**.

C Sially,



Mitch Rittenhouse

Asst. Operations Manager

CC Merylyn Armentrout

File

CERTIFIED

P. O. Box 645
Bowling Green, Ohio 43402
May 14, 1981

Mr. Paul Corrlgan
PRESIDENT
UNITED VAN LINES
1 United Drive
Fenton, Missouri 63026

Re: Marilyn J. Armentrout - Order 76-133-80
Conejo Valley Moving & Storage, Thousand Oaks, Ca
to Fruitt Moving & Storage, Flndlay, Ohio

Dear Mr. Corrigan:

Just as I had great difficulty writing my December 8, 1980 letter to you, so am I having much trouble with this letter. I really don't know where to begin--all the circumstances are so frustrating.

I received a letter from your Mr. Gene Edele of the United Claim Department. He enclosed United's Check No. 250700 In the amount of \$1,093.39. His letter is unbelievable. I am amazed at his attitude and the incorrect statements which he makes. He calls this settlement "fair and reasonable".

In his letter he states that "It is regrettable that you have been uncooperative in assisting and providing necessary figures and substantiation for claimed loss or damage." There is absolutely no validity to this statement. In fact, I volunteered extra information, and furnished Xerox copies of Invoices which were not even requested by George Toplk, your Crawford & Co. (Toledo, Ohio) adjuster. I later found more Invoices (my papers were scattered in boxes and required sorting) for items purchased and offered to send Xerox copies of them to Mr. Toplk, but he said this was not necessary--that he had sufficient information. In March Mr. Toplk spent 5 hrs. at my home examining damaged goods. On March 23rd Mr. Toplk brought a furnisher refinisher here to look at the damaged pieces. He said the diningroom table (which had been taken apart at my apartment) had been put together incorrectly. The underside is full of screw holes and when it was delivered here, Pruitt movers said that they couldn't assemble it as someone had tried to put it together and had done it incorrectly. As a result, this table has laid on its side, in two pieces, since delivery date--November 12th, 1980. Mr. Edele shows "disallowed" for this table!

I was assured by the I.C.C. and United Van Lines that after I unpacked, I should attempt to make a list of the missing items and my claim would be honored. Mr. Edele has shown "disallowed" for each missing article.

Mr. Edele also states that "some items were removed by you from that storage lot prior to the goods being arranged to United for transportation to Ohio." This **is** untrue. **NOTHING** was removed from the **Conejo Valley (Calif .)** warehouse prior to shipment! In fact, I took an air conditioner part to them as they 'had failed to take it. On delivery, it was found inside a clothes wardrobe! This was witnessed by your **Pruitt** movers.

Even my college notes were scattered and some had comments written on them! I had to wash many items as liquid was spilled on them.

The furniture refinisher said the typewriter compartment of my desk had been taken apart **and a portion filed or sawed!** He **said** the china cabinet had water damage, yet Mr. Edele allowed me **\$20.00!** There is no mention of the water damage.

A children's desk is shown as missing. I own no children's desk, and made no such claim.

My new Ice chest was not packed and the **"Blue Ice"** packets were inside and had leaked out. There were loose screws inside the chest and these had rusted inside the chest. I furnished Mr. **Topik** with proof of its purchase--shortly before I left **Calif.** Mr. Edele says "claim disallowed--**pre-existing** damage".

I did not claim for any scratches on my microwave oven. Your **Pruitt** representative, Larry Abbott, **said** he was shocked to **find** that at delivery the microwave had not been placed inside a box. The glass dish was still inside.

Yes, I have made serious charges and I believe that a complete **investi-**gation would reveal that my household goods were unpacked, used and then (apparently) when I began checking to see why the things **hadn't** arrived, those unknown people threw everything into boxes without packing them. They **didn't** include many of my items and they included some things that **aren't** mine--like a dirty **man's** T-shirt! You cannot imagine the mess. Your **Mr. Mitch Rittenhouse** of Stevens Van Lines opened three of the boxes and said **it** looked as **if** monkeys had **pack-**ed them. He took pictures and I did also and they were sent to your Mr. Edele.

I could have had a more successful move by packing my own things, hiring someone to load the large articles, and driving here to **Ohio** in a U-Haul.

I cannot believe that you will allow this incident to be passed over so lightly. I was patient and waited for your **"investigation"**. I believed you were sincere when you requested this Investigation. However, all it consisted of was obtaining statements from all the agents that handled my goods. Naturally, no one **knew** anything about what had happened.

Mr. Paul Corrigan
Page 3
May 14, 1981

Needless to say, I am **rejecting** United's offer of settlement and **will** pursue this matter until I am treated fairly.

I feel sure you will want to give this your attention.

Please let me hear from you.

Very truly yours,

Marilyn J. Armentrout

Enclosure

P.S. I am enclosing a copy of my December **8th** letter to you for your information. Also enclosed is a six-page list of damaged goods. I also submitted **12** completed claim sheets.

GROVER A. PERRIGUE III
A Law Corporation
3452 E. FOOTHILL BOULEVARD *SUITE 400
PASADENA, CALIFORNIA 91107-3142
TELEPHONE (818) 449-1 732

December 26, 1985

RECEIVED

DEC 30 1985

Ans'd.....

Mr. Miles L. Kavaller
Attorney at Law
Suite 315
315 South Beverly Drive
Beverly Hills, CA 90212

Re: Powell vs. United

Dear Mr. Kavaller:

I have enclosed a set of interrogatories for you pursuant your request. It is my understanding that this will be your set of interrogatories because your client has already indicated to Judge Takasugi that she had a set of interrogatories already and that she had not answered them because of her school schedule.

Although we do have a cordial relationship in this case, I will be following my client's instructions which are entirely correct. My instructions are to pursue both you and your client for any frivolous conduct engaged in in the prosecution of your client's claim. I make this statement because she has been offered far in excess of the value of her claim and it appears that we are going to have a trial so that she will have a forum in which to vent her spleen.

According to our witnesses, your client was deadly serious when she warned the United employees not to drink the water provided to them by her son. She did say the water was poisoned and she was serious. Most certainly, she must have been serious when she made claim for the wrinkled paper napkins and the un-ironed jeans, and the accusations that someone wore her clothing during the course of the Q-ansportation and played cards on her table. Predecessor counsel informed me that United Van Lines was supposed to

Mr. Miles L. Kaveller
December 26, 1985
Page Two

have denied this claim based on the fact that your client was a rape victim. Are you aware of the fact that the male contract driver has been accused of wearing your client's clothing during the course of transportation? In any case, you get the point. Your client because of her obvious perceptual problems, maybe able to get off the hook but you won't if you assist her in a lot of the things she apparently intends to do.

Very truly yours,

GROVER A. PERRIGUE, III

GAP/mmf

Enclosure

1875 Century Park E.,
#2593
Los Angeles, CA 90067
July 15, 1988

Mr. George Smith
Legal Department
UNITED VAN LINES
Fenton, Missouri 63026

Dear Mr. Smith:

I apologize for not responding to your telephone call sooner. I have been very busy with some other matters in my life which simply had to take precedent over this.

This letter will acknowledge my many telephone calls to you over the past few months in order to determine why you are holding the settlement check which was issued in 1986 and what we could do to correct the situation.

I appreciate your telephone call advising me that you would be willing to pay the \$1,600 interest for the two-year period on the \$8,000 amount which is due me.

Mr. Smith, in my recent move I simply have misplaced the sheet of paper on which I wrote the name of the law firm in Los Angeles that you asked I visit in order to sign another release. Would you please send me that name, along with a brief explanation of what is included on the new release and why it is necessary.

I will attempt to call you the first of the week so you may hear from me by telephone before receiving this letter.

Sincerely,

Marilyn Powell

1875 Century Park E.
#2593
Los Angeles, CA 90067
October 27, 1988

Mr. George Smith
Legal Department
UNITED VAN LINES
Fenton, Missouri 63026

Dear Mr. Smith:

I wrote you on July 15th, 1988 after making many telephone calls to you concerning the reason for your retaining my settlement check for the damage/vandalism to my household goods.

You had advised that you would pay me interest for keeping my check in the amount of \$1,600.00.

In my letter, I asked you to advise me of the name of the law firm that you wanted me to contact. I have never located the paper on which I noted the law firm's name and address.

Please let me hear from you.

Best regards,


Marilyn Powell

Please address me at P. O. Box 67944, Los Angeles, CA 90067

1875 Century Park E. .
#2593
Los Angeles, CA 90067
February 1, 1990

President, UNITED VAN LINES
Fenton, Missouri 63026

RE: UNITED VAN LINES VS MARILYN POWELL
AKA MARILYN ARMENTROUT

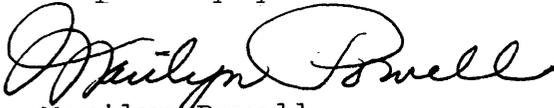
Dear Sir:

In 1980, my household-goods were damaged, vandalized with
some theft occurring while in the hands of your company.

I HAVE NEVER BEEN PAID FOR THESE DAMAGES AND YOUR MR. GEORGE
SMITH HAS NOT RESPONDED TO MY MANY LETTERS WRITTEN TO HIM
SINCE JULY 15, 1988.

Please let me hear from you in this regard.

Very truly yours;


Marilyn Powell

1875 Century Park E.
#2593
Los Angeles, CA 90067
June 20, 1990

Mr. George F. Smith
Staff Attorney
UNITED VAN LINES
One United Drive
Fenton, Missouri 63026

RE: MARILYN ARMENTROUT AKA MARILYN POWELL
vs. UNITED VAN LINES

Dear Mr. Smith:

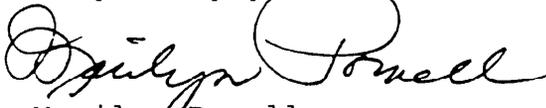
For nearly two years I have been writing you in an attempt to obtain the name and address of the attorney you referred me to in conjunction with this matter.

Yesterday I received a Certified letter from you which was a follow up to your May 17th letter, which I received today. There is no indication that it was lost in the mails so perhaps there was a problem in your mail room.

Please give me some time to write you further concerning this. Just for the record, I am somewhat displeased with the fact that you state the Release states that I refused the tender of the settlement checks. This is not true. I was surprised to find a release on the back of the check, and called your Mr. Perrigue who stated that the check should not have a release on it and to return it to him. I did that on two occasions after first checking with your attorney, Mr. Perrigue.

I am confused as to why you have waited two years to respond to my many letters. I assume interest would be due me for those years.

Very truly yours,


Marilyn Powell

1875 Century Park E.
#2593
Los Angeles, CA 90067
July 10, 1990

Hillary Booth, Esquire
BRYAN, CAVE, McPHEETERS & McROBERTS
3100 Crocker Center
333 South Grand Avenue
Los Angeles, CA 90071-3171

RE: UNITED VAN LINES VS. MARILYN ARMENTROUT
AKA MARILYN POWELL - CLAIM OF YEAR 1980

Dear Ms. Booth:

Please submit to me a figure that United is considering paying me for my claim.

I am compiling various costs but wanted to keep in touch with you and have an idea as to United's offer.

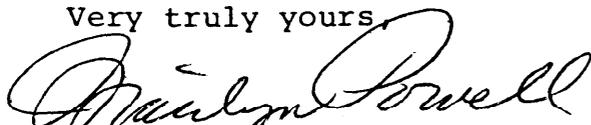
My file contains a letter from Mr. Perrigue which I consider to be seriously slanderous. Also, I was on a telephone extension when your company representative also stated that "He didn't mean to slander the woman, but he heard she was raped"? I paid for a move, gave \$100.00 to two of United's packers at their request, \$280. for one packing job and over \$3,500 on delivery date, November 12th. I paid for extra insurance which United never took under consideration. Pictures of the damage were sent to United by me and also by your company representatives. Both a Toledo, Ohio representative and Crawford & Company, an independent representative, inspected my goods and assessed the damages which were extensive.

I returned the checks at the request of Mr. Perrigue who actually referred to United as "stupid" for placing a release on the back of the check.

Along with paying for the goods to be returned to California so I could complete a degree, I paid storage costs for one year. United still refused to settle with me, offering me a little over \$1,000!!!

Please advise as to what United has in mind. Thanks very much, Ms. Booth!

Very truly yours,


Marilyn Powell

*He was referring to me when he made this untrue statement.

CERTIFIED - RETURN RECEIPT REQUESTED

1875 Century Park E.
#2593
Los Angeles, CA 90067
September 9, 1990

Hillary Booth, Esquire
BRYAN, CAVE, MC PHEETERS & MC ROBERTS
3100 Crocker Center
333 South Grand Avenue
Los Angeles, C A 90071-3171

RE: UNITED VAN LINES VS. MARILYN ARMENTROUT
AKA MARILYN POWELL - CLAIM OF YEAR 1980

Dear Ms. Booth:

On July 2, 1990 you called me concerning this ten-year old claim. I responded to your telephone call on July 3rd and confirmed our conversation by letter of July 4, 1990.

I wrote you on July 10th, 1990, asking for the figure United would consider paying me. Nearly two months have passed since I wrote you and I have not had a response.

Please let me hear from you.

Very truly yours,

Marilyn Powell

1875 Century Park E.
#2593
Los Angeles, CA 90067
December 10, 1990

MS . Hillary Arrow Booth
Attorney At Law
Bryan, Cave, McPheeters & McRoberts
Suite 500
120 Broadway
Santa Monica, CA 90401-2305

Dear Ms. Booth:

Re: MARILYN ARMENTROUT POWELL
VS UNITED VAN LINES

Dear Ms. Booth:

I wrote you on SEPTEMBER 29, 1990 concerning settlement with United Van Lines as a result of my loss which occurred. . . due to ~~the~~ negligence and mishandling by United Van Lines in 1980.

I have not had a reply to my letter and would greatly appreciate hearing from you.

Very truly yours,

Marilyn Powell

ves 10 de Octubre de 1974. 6-A

ODOGRAMA

o de los Santos Jr.
:tas que aquí vienen
rra cubana,
n su cine,
na semana.
lí a Fidel,
u paraiso,
sta al Jardín
vuf Dios hizo.
de encanto,
bres,
llende,
neores.

LOS
staño
ndose del
ellos que
expresó
y los
Mini-
cons-
tado,
por
las
la

el pan de cada día

..... puntadas de el pájar

PA QUE ALCANCEN LOS PARACAIDISTAS

LOS COLOMBIANOS
QUE MOVIERON
UN EDIFICIO
AHORA PRETENDEN
CAMBIAR UNA IGLESIA

"POS A VER
SI NOS CAMBIAN
A NOSOTROS
EL CERRO
DE LA SILLA
PAL TOPO."

