

QA 37362

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DEPT. OF TRANSPORTATION
DOCKET SECTION

98 JUL 14 PM 12:17 8 July 1998

IN RE: DOCKET NO. FHWA-97-2979 - 14

To Whom It May Concern,

I am writing to report two incidents connected with a use of **EHMKE/KC** Movers, Inc, an agent company of Allied Van Lines, in 1993 . I feel that these incidents reveal an intention to misrepresent what the customer thinks he is buying, and may be fraudulent. These comments are intended to assist in the formulation of new regulations governing the household goods moving industry.

My parents, Mr. and Mrs. B. W. Dean, moved their household from 12333 W. 105th Terrace, Overland Park, KS to 9018 Mullen Road, Lenexa, KS, in 1993. My mother is in her **70's**; my father died in December 1997 at age 81. My mother is diabetic and a stroke victim. She lives modestly on a fixed income. This move from their duplex to a life-care retirement community was a deliberate effort to control expenses,

INCIDENT NUMBER 1: My father solicited competitive bids from two moving companies in order to choose the best company. Prior to the move, an EHMKE representative came to my parent's home, inspected the contents of cabinets and closets, and wrote up an estimate of the cartons, other materials, labor, and time needed to pack, load, transport, and unload their household. She arrived at a **dollar** estimate derived from those figures.

Based on that dollar estimate, my father decided to use EHMKE for his move instead of another moving company. He reasonably assumed that the final cost of the work would be close to the dollar amount on the bid. He and my mother began packing boxes and clothing wardrobes in the days before the packers were scheduled to appear. I flew in from New Mexico the day before the move to help out.

On 24 March 1993, a packing team of 2 people showed up at **8:30** AM and made a tour of the house before beginning work. I overheard Linda, the boss, say to the other, "This is going to be a tough 75 [boxes]." She even asked if the estimator had opened any cabinets in arriving at the figures. By the end of the afternoon, we all knew that the amount of materials and labor needed to complete the packing had been grossly underestimated. At **5:30** PM the packers quit work, having used up everything they had been issued. They left, after a full day's work, explaining that the moving crew would bring more boxes and other materials to **complete** the packing the next morning.

A moving crew of 4 men in 2 trucks appeared between **8:30** and 9:00 the next morning and began packing the remaining items. They worked much less efficiently than did the first 2 packers, and boxes did not begin to be loaded on the truck in seriousness

until nearly noon. After driving about 3 1/2 miles to the new residence, the moving trucks began unloading at about 2:00 PM; unloading was not completed until after 5:00 PM. The loading and transportation job alone, estimated by EHMKE at 5 hours, actually took more than 8 hours to complete.

Yet the packers could tell within 15 minutes that the job had been underbid by EHMKE's estimator, and casually remarked during the day that they had been sent out before on other jobs with insufficient materials because people back in the office were "stingy." EHMKE's paperwork estimated that the job would require 2 packers for 1 day, and 5 hours for 4 men to load and physically transport the household (for a total of \$1,335.50). In actuality, 2 packers were not enough, nor were 4 movers, nor were 5 hours. The final bill came to \$1,719.57, an increase of nearly 30%. The bill even included a \$95.00 charge for transportation to a new location less than 5 miles away. My father objected to EHMKE's demand that he pay for the overages in time, materials, and labor because of their own estimator's mistakes, but was forced to pay the invoice on the spot.

INCIDENT NUMBER 2: To add insult to injury, my father showed Floyd, the moving crew leader, a hole that had been knocked in the upstairs bedroom door during his crew's activities. Neither my father, my mother, nor I had moved any furniture in the months prior to this day, and the hole must have been made by the movers. Even Floyd remarked that the damage appeared to be fresh. That bedroom door was across a narrow hall from my father's office. The only way the movers could maneuver my father's roll-top desk out of that office and around the hall corner was to carry one end of it into the bedroom and past the now-damaged door.

My father filed a claim for the damaged door with EHMKE, but received a letter informing him that his claim would not be paid because Floyd's men denied having seen or caused the damage. I understand that crew leader Floyd officially stated that the damage appeared to have been made "going into the room," as if this observation somehow exonerated his crew. Yet the damage is consistent with having happened while one man was carrying his end of the desk backward into the bedroom, past the open door, in order for the man carrying the other end of the desk to exit the office. EHMKE's denial of the claim is despite my father's having paid for \$18,000 worth of liability insurance.

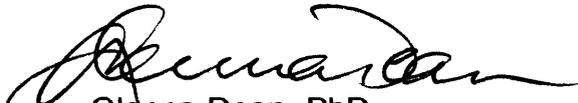
I feel strongly that these two incidents show that EHMKE took deliberate advantage of elderly people at one of their weakest moments. After strangers had come into their home, packed and loaded and moved all their possessions to a strange new place, my parents were forced to pay a grossly inflated bill with their material possessions held hostage on trucks. My father had invaded his savings to cover the estimated cost of the move. As it turned out, he had to dip in even further: first, to cover the 30% overrun of the bid; second, to cover the cost of replacing the damaged bedroom door because EHMKE did not honor my father's claim despite his having paid for \$18,000 in liability insurance. The figures may not seem very significant, but every dollar in reduced principal meant reduced interest income for my parents -- a reduction in their budget to pay for food and other necessities of life.

I am still outraged by this whole affair. The series of events outlined above suggests a system for EHMKE to win bids: underestimate the job at the start, then send the packing crew out with insufficient materials so that the moving crew has to take time to finish packing before the truck can be loaded, thereby running expenses up as much as possible. Then, charge the overage to the customer because the "estimate" is not a binding contract except in cases where the move crosses a state line (thus avoiding scrutiny of the Interstate Commerce Commission?).

I informed the Kansas State Attorney General's Office, the Missouri State Attorney General's Office, and the Better Business Bureau of Greater Kansas City at the time but they were unable to take any action during my father's lifetime. Allied Van Lines and EHMKE/KC Movers, Inc. flatly denied any responsibility or wrongdoing.

PLEASE seriously consider how new rules and regulations governing the household goods moving industry could save another elderly couple from a distressing and inordinately expensive ordeal such as this one.

Sincerely,



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cc: Ron Bockenkamp, Investigator, Missouri State Attorney General's Office