

DEPT. OF TRANSPORTATION
DOCKET SECTION
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Thomas B. Bacon, Esq.
1623 Johnson St.
Hollywood, FL 33020
(954)925-7251
July 10, 1998

QA 37380

FHWA-97-2979-16

Docket Clerk
United States Department of Transportation
RM PL 401
400 7th St., S.W.
Washington, D.C. 20590-0001

Dear Sir/Madam:

It has come to my attention that your office is soliciting complaints against moving companies.

On December 17, 1997, my household was moved by Don Farr Moving & Storage, Don Farr Moving & Storage, 4920 Buttermilk Hollow Rd., West Mifflin, PA 15122, from Pittsburgh Pennsylvania to Hollywood Florida.

Our belongings arrived on a timely basis several days later. However, their condition was less than satisfactory, as set forth in the two correspondences attached hereto. I filed a claim for the loss of my belongings, as Don Farr had instructed. The response by the claims adjuster, however, was wholly inadequate. As described by my letter, attached hereto, several valuable items were broken by the movers before our own eyes, yet the claims adjuster denied liability.

I am requesting compensation for my property loss and such other further relief that your office deems just.

Sincerely,



Thomas B. Bacon, Esq.

CC: Don Farr Moving & Storage

Don Farr Moving & Storage

• ALLAN ARMOUR • GATEWAY MOVING
• SWEENEY MOVERS • LACEY MOVING

June 12, 1998

Mr. Thomas Bacon
1623 Johnson Street
Hollywood, Florida 33020

Re: B/L #23394
Household Goods Claim

Dear Mr. Bacon:

We are writing in regards to your presentation of claim for loss or damage filed as a result of your relocation.

Based upon our thorough review of all documentation representing your shipment we must respectfully deny liability. The basis for this denial are as follows:

1. No notations were indicated by you at time of delivery to substantiate the damages as claimed.
2. Your signature at time of delivery verifies that all items tendered to the carrier were received in good condition.
3. All boxes were (PBO/CU) packed by owner, contents unknown to carrier. In the absence of external noted damage to the box at delivery, it would deem that inadequate packing/protection was the sole cause of damage.
4. The carrier is not responsible for any items that were not packed in a box such as sabre saw in crate. (see enclosed waiver as signed by you).
5. The carrier cannot assume liability for damages which results solely from inherent characteristics. Electronic devices often fail for no apparent reason or as a result of the normal vibration incident to transportation. Our file contains no evidence of exterior damage or carrier mishandling.

Don Farr Moving & Storage

· ALLAN ARMOUR
· SWEENEY MOVERS

· GATEWAY MOVING
· LACEY MOVING

June 12, 1998

Mr. Thomas Bacon

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6. According to your descriptive inventories the furniture items claimed and the photographs depict that they have been subjected to above average usage or below average care. Also, this damage would have been clearly visible at time of delivery in order for you to substantiate and again, it was not noted at time of delivery.

We apologize, however., we must stand on our denial as outlined above.

Very truly yours,

DON FARR MOVING & STORAGE



Lynne Keiler
Claims Adjuster

Thomas B. Bacon, Esq.
1623 Johnson St.
Hollywood, FL 33020
(954) 925-7251
July 10, 1998

Don Farr
Don Farr Moving & Storage
4920 Buttermilk Hollow Rd.
West Mifflin, PA 15122

Dear Mr. Farr:

I am in receipt of the correspondence dated June 12, 1998 sent by your claims adjuster, Lynne Keller, which sweepingly rejects all claims filed for damaged belongings. Your position as stated by Ms. Keller in her letter and subsequent telephone conversation hints of a scam for several reasons.

1. One claim we filed was for a Black & Decker Sabre Saw, which was on the bottom of an open wire crate. In the crate, this item was secure for all modes of transportation. It was, however, visible to your workers. As it was visible, one of your workers stole the item and converted it to his own possession. Ms. Keller absurdly defended that your company cannot be responsible for items not packed in your own company box. To the contrary, this item was well packed in a secure container. Nothing excuses your company's own negligence for hiring workers with larcenous tendencies, for your company's failure to supervise your workers in preventing them from engaging in criminal conduct or from items stolen from your customers.

2. With regard to claims filed for the broken Yamaha turntable and Technics CD player (contained in the same box), Ms. Keller supposed that these items were either damaged from improper packing or their own inherent nature. Her supposition is incorrect. To the contrary, the box containing these two items was dropped before our own eyes. As my wife and I were standing in our new living room, your supervisor, Quint, wheeled in this and other boxes on a hand truck. After unloading the other boxes, Quint read aloud the special instructions I had written on the box: "Extremely Fragile, Stereo Equipment." He picked it up to his chest, then dropped the box sideways down to the level of his knee and kicked it with his thigh. With our own four ears, we heard the sound of electronics being smashed inside that box. There is no room for doubt as to the cause of our loss

in this regard.

3. Such mishandling made so apparent to us also explains the cause of four broken Fiesta Ware dishes.

4. We had also filed claims for two broken dressers. These were broken in front of my wife as your workers ported them into our new apartment. She looked on as one worker picked up a dresser in such a manner that the top ripped off. The worker simply stated that such things are taken care of by filing a claim. Upon his saying that, the other worker brought in the second dresser and attempted to move it by grasping the molding - which thereupon broke.

5. In the hour that your workers delivered many hundreds of our items, it was simply impossible to scrutinize the antique standup lamp. While it undoubtedly entered your care with a few normal scratches, it aged rapidly while in your possession. When I attempted to put a light bulb in it, it completely fell apart. The joints had been badly damaged and the threads too stripped for salvage. You had telephoned my wife several times and made many promises to secure our business. One such promise was that such things as standing lamps too large for boxes would be separately wrapped by your workers and handled carefully. Contrary to your promise, the lamp was not wrapped, but simply hoisted up and tossed on top of the heap of boxes.

I am greatly disappointed by your careless handling of our household goods and your offhand response to our claims. The language of your adjuster's letter leaves me with the impression that you routinely break your customers' items, then issue blanket denials of liability. I therefore demand that you reopen our claim and make good on it.

The United States Department of Transportation has recently advertised that it is soliciting complaints against moving companies. I am therefore forwarding a copy of this letter to them and will follow up with their office.

Sincerely,

A handwritten signature in black ink, appearing to be 'R. B. J.', written in a cursive style.

CC: Docket Clerk, U.S. Dept. of Transportation, RM **PL** 401, 400
7th St., S.W., Washington, D.C. 20590-0001.