

DOCKET CLERK JTF 0100.
U.S. DOT Dockets, Room PL-401
400 Seventh Street, SW
Washington, D.C. 20590-0001

DANIEL H. PELTIER
24067 ALPINE RD.
CLINTON TOWNSHIP, MI.
48036-2806

7-10-98

DEPT. OF TRANSPORTATION
DOCKET SECTION
98 JUL 14 PM 2:36

RE: DOCKET NO. FHWA-97-2979-17

Dear Gentlemen and Gentlewomen;

I have been informed by Jeremiah W. Nixon, Attorney General of Missouri, that your office is developing new rules and regulations governing the household moving industry and that a history of my experience with a moving company would be of value, perhaps, in the formulation of new regulations. If you will bear with me, I should like to recount some relevant details.

I had contracted with Mayflower Transit Inc. to transport museum-quality, antique reproductions — unique pieces of custom design and hand craftsmanship — from York Harbor, Maine to Clinton Township, MICHIGAN, for a fee of \$2,043.⁰²* which included an insurance coverage premium of \$70.⁰⁰ to insure against loss or damage of \$15,000.⁰⁰ minus \$300.⁰⁰ deductible. I had also obtained an estimate from United Van Lines (\$1,700.⁰⁰) but with a recommendation that I insure for a minimum of \$30,000.⁰⁰. I chose Mayflower, solely because they promised a pick-up date during the month of June, whereas United could make no such guarantee.

The pick-up in York Harbor, Me. was courteously executed on 6-6-97.

The Mayflower Van did not arrive in Clinton Twp., MI. until 6-21-97, and my efforts to be informed of the date of arrival went unanswered.

The Mayflower Van arrived at about 5:00 p.m. on Saturday 6-21-97 without any prior telephone notification.

* I did not know of the exact insure until time of delivery in Michigan.

The driver said immediately that he could not begin unloading my furniture until he had a certified check in his possession for the full amount of the payment. As he had not given the required 24 hr. notice of arrival time, I had no check ready; but, fortunately, I had arranged with a late opening branch of my bank to expect me at any time for purposes of obtaining a certified check. This required driving time of about 30 minutes.

I returned, handed the driver in charge the check for \$2,043.⁰². He immediately turned my check over to a child, who appeared to be between 8 and 10 years of age, to deposit in the safety of the truck's cab, my flower property.

Subsequently, neighbor's, who were watching this, asked me who was the child running around the van during delivery? I would like to know also, for it seems to be a clear infraction of STATE and FEDERAL LAWS.

In my absence, and contrary to the driver's own demands, 3 irreparably damaged and destroyed pieces of furniture had been unloaded into my garage. My parents, aged 85 and 87, had to witness this, and it caused them great distress and upset.

The driver had secured my check with the child, out on the driveway by the public road; so I was overcome with shock when I entered the garage and viewed the extent of the damage and destruction.

I could not conceive what force could have smashed such strong, custom designed and sealed reproductions, constructed of imported hardwood mahogany, which also happened to be of very considerable size.

The driver's two assistants (in addition to the child) appeared to have no transit procedure experience: I personally had to leap forward and save a hand-detailed drawer from sliding out of its opening and crashing to the concrete floor of the garage as an assistant carelessly handled a Buddhist study desk of the KOREAN YI DYNASTY.

This desk was an exact reproduction of an original in a museum in Seoul, South Korea, and has suffered dents and scratches. Prior to this move by Mayflower, it was a brand new piece in pristine condition — as were the other pieces which were destroyed.

Progressively more and more of the damaged and destroyed pieces of high value furniture reproductions were moved into the garage in a hurried and careless manner. The driver made no effort to help me to determine if all of the furniture had been delivered. I had no opportunity to use the so-called "Binjo sheet".

The driver admitted to me that he had caused the destruction but would not tell me how it had come about. Even though sizable portions of my collection of brand new museum-quality reproductions, one-of-a-kind works of art created throughout by a single craftsman using hand tools, were in ruins, the driver was unsympathetic and uncooperative and made light of the situation: "These things happen", he said.

When it came to making an inventory of the destruction, the driver refused to acknowledge the extent and extreme nature of the damage, and, in several instances, refused to admit that any damage at all had occurred.

At this point, I said that I could not sign a release until the damage had been recorded; whereupon the driver became argumentative and immediately began writing "refused to sign" on all of the relevant papers — three in all.

The driver's behaviour as he performed these actions were such as to suggest that if I did not sign now, I would be jeopardizing any claim I might make in the future: Intimidated, and unprepared for such behaviour, I tried to make a few entries of my own, omitting several instances of damage because of the duress of the situation, and signed the release under protest.

The driver then refused to admit that I had listed the destroyed pieces as high value articles (exceeding \$100.00 per pound per article) on a HIGH VALUE INVENTORY SHEET.

The driver also refused to admit that I had insured the articles for \$15,000.00 under PLAN B. Perhaps, he had some hope that I had misplaced my copies of these important documents: in any case, his own order sheet showed the payment for insurance (and the PLAN selected) as incorporated in the \$2,043.02 fee.

I might add at this point that the staff at the Mayflower headquarters in FENTON, MD. also denied insurance coverage and HIGH VALUATION until I compelled them to admit it by sending copies to them, by certified mail, of the signed contract for PLAN B on the Order for Service Sheet G-0415-7243, and the HIGH VALUE INVENTORY SHEET listing the articles to be valued in excess of \$100.00 per pound per article.

The driver was uncooperative in regard to how I should proceed to report damage and to make a claim for compensation of my loss.

Time which should have been allocated to a serious and forthright assessment of damage in a professional and courteous manner was instead spent in an arrogant and unworthy refusal to take responsibility for the valuable articles in his care.

Confronted by such behavior, I made several attempts to telephone both M. Loughlin-Mayflower in New Hampshire and the Motor City Moving and Storage Co. in Clinton Township, Michigan; but, owing to the time of day chosen by the driver for delivery — 5:30-6:30 p.m. Saturday — I received no answer from either office.

Before several items had been taken out of their cardboard packing — glass doors to the corner cupboards, for example — the driver gathered up his two assistants and child and was off to Chicago before I or my parents knew quite what had hit us.

Two months after this event, my parents are still upset; my neighbors and associates in various art associations in New Hampshire and Maine find it difficult to grasp the wanton character of the destruction and Mayflower's arbitrary attitude.

Also, there remains the question of the inexplicable presence of the child-certified check-handler.

After the CLAIMS DEPARTMENT of MAYFLOWER finally admitted that I had listed the destroyed articles as HIGH VALUE, and that I do, indeed, have the insurance for which I contracted, they refuse to settle my claim for compensation for my loss.

Mayflower's Sales representative in New Hampshire, Mr. Perry C. Saunders, had suggested the nominal \$15,000⁰⁰ insurance coverage on the grounds of Mayflower's "excellent record"; he also promised that Mayflower would completely replace the full value of any pieces suffering destruction or loss.

I have obtained an independent fine antique appraisal of damage and value for the three destroyed pieces*. The expert appraisal deemed the three pieces irreparably and destroyed and valued them at:

\$17,950⁰⁰ for the FORMAL CHINESE SIDEBOARD

\$7,500⁰⁰ for the CARVED CHINESE TABLE

\$12,850⁰⁰ for the KOREAN XI DYNASTY CARVED STAND

which formed the base of a THREE-TIERED HIGH CHEST.

The MAYFLOWER CLAIMS DEPARTMENT has offered to pay a furniture touch-up worker \$700⁰⁰ each to glue the pieces — smashed, wrenched, broken, and missing — back together. These pieces left Maine as brand new HIGH VALUE Replacements of museum pieces: Mayflower offers me heaps of glued-up splintered wood as full compensation!!

It is very telling, that although the three pieces are of greatly differing size, weight, style, and purpose, and have been constructed differently, and suffered different devastation, the CLAIMS DEPARTMENT

* Please refer to copies of these appraisals attached below.

has presented an identical dollar amount for "gluing up the pieces" of each article; namely \$700⁰⁰. This indicates to me that no serious attempt to assess the damage was made, and that the \$700⁰⁰ was an arbitrary figure thrown out by Mayflower in an effort to intimidate me and to thwart a conscientious search for just compensation for my loss. Also, they offered no return of proportional freight charges as is required by law.

I then wrote to the Attorney Generals of the applicable states: Missouri, Michigan, and New Hampshire and to the Better Business Bureaus in each state. I was informed that under existing laws, I really had no recourse then to hire an attorney privately and proceed with litigation. In one instance, McLaughlin-Mayflower of New Hampshire replied to a BBB request by denying that they had any part in the actual moving of the furniture. I was present when their truck took delivery of my furniture and overheard the driver in telephone conversation with their office. Their denial is therefore false. In another instance, Mayflower's reply to an Attorney General's Office was demeaning in tone and implied that I was unreasonable. But for the most part, Mayflower refused to reply to inquiries or delayed doing so.

In September of 1997, I hired an attorney who, after fruitless correspondence with Mayflower, filed a civil action in the U.S. District Court for the Eastern District of Michigan Daniel Peltier v Mayflower Transit Inc. 97-75417 (Macomb County Case No 97-4533-CK).

Because of provision in the Michigan Consumer Protection Act to allow for claims for attorney's fees by plaintiffs, Mayflower countered by trying to move the case to Federal Court where there is no provision

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for reimbursement of attorney's fees. Also, the Federal Court is located in the same building (the Bull Building, downtown Detroit) as Mayflower's attorneys. I believe this was to discourage me from pursuing the just resolution of the case by introducing considerations of diminishing returns in the face of Mayflower's legal resources.

Although I was not present for the negotiations between the opposing law offices nor privy to their content, these negotiations were protracted over the course of 11 months from the date of my claim. Finally, there was an attempt to refer the matter to binding arbitration and a hearing date was set up. But before this took place, Mayflower hired an independent insurance adjuster, Crawford and Company of Southfield Michigan and another antique furniture appraiser to make another examination of the destroyed articles of furniture. The appraiser hired by Mayflower was the foremost authority in Michigan and was well known for appraising antiques on television. I regard this as another attempt by Mayflower to intimidate and overpower the authority of my own appraisals.

However, after 1 1/2 hours of examination with my lawyer present in my home, the adjuster and appraiser concluded that my claim that the pieces of furniture were unreparable was uncontested. Approximately one month later, and almost exactly one year from the date of delivery of my furniture, Mayflower sent me a check for the full amount of insurance coverage, \$15,000.00. My lawyer held the check and release papers, and from this amount was deducted \$3,000.00 for his legal services.

This left me with \$12,000⁰⁰. Although the destruction and damage to my furniture was \$19,250⁰⁰, my lawyer advised a settlement for Mayflower's latest offer, owing to escalating legal fees which under current law, could not be reimbursed.

My experience with Mayflower Transit Inc. has led me to make the following assessment. Although it is my personal opinion, I believe that anyone who has examined the history of Mayflower's behavior that I have outlined above, will very probably concur with me in most particulars. Mayflower's company policy appears to be:

1. Attempt to under-insure the value of shipped goods.
2. Deny the extent of the damage to goods, beginning with the driver's endorsement of the Bill of Lading.
3. Deny the existence of insurance coverage and HIGH VALUE DECLARATIONS, beginning with the driver and extending to the head office.
4. Attempt to confuse the consumer as to how to proceed with a claim for damages.
5. Mislead the consumer as to the competence and purpose of the examiner sent out to assess damages.
6. Move to Federal Circuit any action filed in Circuit Court which might reimburse the plaintiff for legal fees.
7. Disregard the authority of the customer's expert appraisal and, indeed, try to undermine it.

8. Assume the customer has neither the knowledge to initiate, nor the stomach to endure, a protracted litigation: assume the customer's resources are less than that of the corporation.
9. Assume that for every customer that resists the above tactics, a statistical multiple of that number will succumb and either make no claim for damages or agree to a grossly unfair settlement.
10. Portray the Corporation in the posture of a possible victim of customer fraud, while pursuing a corporate policy to defraud the customer at every stage of the transaction: bury the booklet "Your Rights and Responsibilities" among the promotional and advertisement brochures in the hope that the customer will not realize its importance. Attempt to shift the focus from the payment of insurance contracted by the customer, to the arena of adversarial confrontation between legal offices.

The degree of negligence and disregard for the valuable property of others is, in this case, so unconscionable, that I feel it is in the interest of your office, and in the interest of the public at large, to bring legislation into existence which will punish moving companies which attempt to victimize customers who, overwhelmingly, are innocent of such policy tactics coldly directed against them.

At the present time, and under the current laws, an almost insupportable burden rests upon the customer to merely obtain the insurance compensation for which he/she contracted.

When the policies outlined above become unprofitable to the moving companies, those policies will stop. In my opinion, the best way to make those policies unprofitable is to write legislation which punishes the companies practicing them.

I believe that companies should be required by law to pay insurance claims, within the amount covered by the policy, immediately upon receipt of the claim by the customer. Then, if fraud is suspected, the company may appeal to the court or arbitration for remedy. This would be fair to all concerned and would place the burden of litigation on the corporation which took the furniture into ~~their~~^{its} protection and which has a well staffed legal department to defend against the rare case of individual customer fraud.

I thank you for your current undertaking to revise the laws regulating the moving industry, and I thank you, most of all, for taking the time to read my letter and consider my observations.

Sincerely,
Daniel W. Peltor



GEORGE VALENTA
Fine Antiques

Mr. Daniel Peltier
24067 Alping Road
Clinton Township MI 48036

27 June 1997

Dear Mr Peltier:

Please find attached my evaluation appraisal of several of your furnishings which arrived in damaged condition. Please include this letter with those documents to indicate my further opinion regarding restoration. Thank you.

1. Shipping # 434 - Korean "Chang" carved stand: Due to the nature of its construction, this piece must be regarded as totally destroyed in terms of repair. My evaluation does not include the cost of shipping the remains out to the coast for duplication.
2. Shipping # 422 - Chinese table: The damage to this piece is irreparable. It would require total dismantling to replicate. Needs to be done over from the start with new lumber.
3. Shipping # 423 - Chinese formal sideboard: Once again this piece needs to be completely copied to duplicate. The damage is too extensive to try to repair.

Mr. Peltier, I am inclined to agree with you that the driver loaded your pieces back onto the truck without securing them. Hence when he stopped and started and turned the vehicle they slid around and crashed into things causing this damage. This also might account for his overbearing treatment of you when the damage report was being filled out at delivery time.

*Yours truly,
George Valenta*

Appraisal

THE ANTIQUE SHOPPE
"Antiques for the discriminating buyer"
309 South Main Street
ROYAL OAK, MICHIGAN 48067
(313) 545-9060

TO WHOM IT MAY CONCERN:

We are engaged in the wholesale and retail antique business.

We herewith certify that we have this day carefully examined the following listed and described articles, the property of:

NAME Mr. Daniel Peltier

ADDRESS 2406 ^{A1} Pine Road Clinton Township MI 48036

We estimate the value as listed for insurance or other purposes at the current retail value, excluding Federal and other taxes. In making this Appraisal, we DO NOT agree to purchase or replace the articles.

DESCRIPTION	APPRAISED VALUE
<p>Chinese formal sideboard: 6'4" x 18" x 33-3/4" constructed entirely by hand using ancient oriental techniques including pegging, dovetailing, tongue and groove, mortise and tenon, gluing, et al. Original design created after study of museum examples producing this custom piece made of carefully selected imported mahogany stock. The result is as one-of-a-kind masterpiece finished by hand in a multi-step process to assure permanent durability and utility.</p>	<p>\$7,950.⁰⁰</p>
<p>Value to duplicate or replace:</p>	

The foregoing Appraisal is made with the understanding that the Appraiser assumes no liability with respect to any action that may be taken on the basis of this Appraisal.

George Valenta
APPRAISER

7 June 1977
DATE

Appraisal

THE ANTIQUE SHOPPE
"Antiques for the discriminating buyer"
309 South Main Street
ROYAL OAK, MICHIGAN 48067
(313) 545-9060

TO WHOM IT MAY CONCERN:

We are engaged in the wholesale and retail antique business.

We herewith certify that we have this day carefully examined the following listed and described articles, the property of:

NAME Mr. Daniel Peltier

ADDRESS 24067 Alpine Road Clinton Township MI 48036

We estimate the value as listed for insurance or other purposes at the current retail value, excluding Federal and other taxes. In making this Appraisal, we DO NOT agree to purchase or replace the articles.

DESCRIPTION	APPRAISED VALUE
<p>Korean "Chang" carved stand: 4'2½" x 2'1" x 10" serving as the base for other objects constructed entirely by hand using ancient oriental techniques including pegging, dovetailing, tongue and groove, mortise and tenon, gluing, et al. Original design created after study of museum examples producing this custom piece made of carefully selected imported mahogany stock. The result is as one-of-a-kind masterpiece finished by hand in a multi-step process to assure permanent durability and utility.</p> <p>Value to duplicate or replace:</p>	<p>\$2,850.⁰⁰</p>

The foregoing Appraisal is made with the understanding that the Appraiser assumes no liability with respect to any action that may be taken on the basis of this Appraisal.

George Valenta
APPRAISER

27 June 1997
DATE

Appraisal

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DESCRIPTION	APPRAISED VALUE
<p>Chinese table: 4'5" x 2'4" x 32" constructed entirely by hand using ancient oriental techniques including pegging, dovetailing, tongue and groove, mortise and tenon, gluing, et al. Original design created after study of museum examples producing this custom piece made of carefully selected imported mahogany stock. The result is as one-of-a-kind masterpiece finished by hand in a multi-step process to assure permanent durability and utility.</p> <p>Value to duplicate or replace:</p>	<p>7,500.⁰⁰</p>

The foregoing Appraisal is made with the understanding that the Appraiser assumes no liability with respect to any action that may be taken on the basis of this Appraisal.

George V. Costa
APPRAISER

27 Nov 1997
DATE



RETURN TO:

Mayflower Transit, Inc.
P.O. Box 26150
Fenton, MO 63026-1350
314-305-4000 ICC No. MC-2934

Your Mayflower Agent

Claim Form

See reverse side for instructions

ORDER FOR SERVICE NUMBER:

G-04157243

Customer name Daniel Peltier

New address 24067 ALPINE RD. Apt City CLINTON TWP State MI. Zip 48036-2806

Old address 18 LOCK LANE Apt City YORK State ME. Zip 03909

Telephone numbers Home (810) 463-9764 Office () Fax ()

Pick up date? 6-21-97 Delivery date? 6-21-97 Was shipment in warehouse? yes no If yes, where? Portsmouth, NH, 03801

Did employer pay for move? yes no If yes, name of employer?

Valuation type declared \$.60/lb./article \$1.25 lump sum/depr. FVP-A FVP-B Valuation amount declared \$ 15,000

HOME OFFICE USE ONLY

Inventory number	Article weight	Article description	Description of loss / damage	Date of purchase/ Age of item	4 Cost to replace	5 Amount claimed	6 Was carton damaged? Yes or No	C/S \$ or R=repair	Expl.	Resp. party
38	40 LBS.	END TABLE	SCRATCHED AND MIPPLE	4 YRS	\$275.00	\$50.00	N/A			
422	175 lbs	CHINESE TABLE	IRREPARABLY DAMAGED	BRAND NEW	\$7,500	\$7,500	N/A			
423	80 lbs	CHINESE FORMAL SIDEBARD	IRREPARABLY DAMAGED	BRAND NEW	\$7,900	\$7,900	N/A			
434	45 lbs	KOREAN CHANG CARVED STAND	DESTROYED	BRAND NEW	\$2,550	\$2,550	N/A			
427	25 lbs	BUDDHIST SCHOLAR'S DESK	DENTS AND SCRATCHES TO CARVED TOP EDGE	BRAND NEW	\$4,000	\$2,000	N/A			
424	50 lbs	PAINTED W/ IRON DOWER CHEST (PENN)	DENT AND SCRATCHES AND SURFICIAL DAMAGE	3 YRS.	\$3,200	\$350	N/A			
421	220 lbs	PENNS DUTCH TALL CORNER CUPBOARD	DENTS AND SCRATCHES	4 YRS	\$10,000	\$2,000	N/A			
423	100 lbs	LARGE CHINESE FORMAL SIDEBARD	DENTS AND SCRATCHES / LOOSENED LEG JOINTS	BRAND NEW	\$9,500	\$2,175	N/A			

IMPORTANT NOTICE: If this form is not thoroughly completed or is submitted unsigned, it may be returned.

Signature: Daniel H. Peltier

Date 6-27-97



Mayflower Transit, Inc. (Carrier)
 P.O. Box 107
 Indianapolis, Indiana 46206-0107
 317-875-1000 . ICC No. MC-2934

High Value Inventory
 (Inventory of items valued
 in excess of \$100 per pound
 per article)

Owner/Shipper D. Peltier Order for Service number

All items included in your shipment that are considered to be of extraordinary (unusual) value must be specifically identified and the carrier must be advised that they are included in the shipment. Items of extraordinary value are defined as those having a value greater than \$100 per pound. Typical household goods items that frequently have a value in excess of \$100 per pound per article are: currency, coins, jewelry, precious metals, precious or semi-precious stones or gems, gold, silver or platinum articles including silverware and service sets, china sets, Crystal or figurines, fur or fur garments, antiques, oriental rugs or tapestries, rare collectible items or objects of art, computer software programs, manuscripts or other rare documents. Of course, other items may also fall into this category and must be identified as well.

The purpose of this inventory is to assist you in identifying articles of extraordinary or unusual value in order that the carrier will be aware of those items which require special handling and protection. Failure to identify such articles will result in limited carrier liability. Use additional pages as necessary.

list no.	Inventory number	Description of articles exceeding \$100 per pound per article	List no.	Inventory number	Description of articles exceeding \$100 per pound per article
1.	434	Mahogany Tall Chest	8.		
2.	433	Mahogany Tables	9.		
3.	438	Pine Dresser	10.		
4.	421	Corner Cupboard	11.		
5.			12.		
6.			13.		
			14.		

Owner (Shipper) agrees that any claim for loss or damage must be supported by proof of value and understands settlement will be based upon the information furnished on this inventory form and the declaration of value contained on the accompanying bill of lading, the bill of lading terms and conditions, the tariff in effect at the time of shipment, the household goods descriptive inventory, and all other pertinent information available to the carrier. If you have not listed articles having a value in excess of \$100 per pound per article on this inventory, your signature below attests to the fact that such articles are not included in your shipment. If through inadvertence or any other cause, items having a value in excess of \$100 per pound per article are included in your shipment and you fail to list those items on this inventory, or fail to sign this inventory, you expressly agree that the carrier's liability for loss or damage to those items will be limited to no more than \$100 per pound per article (based on the actual article weight).

At origin I certify the above listed information to be true, correct and complete. X <u>David H. Peltier</u> 6-6-97 Signature of Owner (Shipper) or Owner's (Shipper's) representative Date	At destination I acknowledge receipt of the above listed items with exception only as noted on the carriers descriptive inventory. X Signature of Owner (Shipper) or Owner's (Shipper's) representative Date
Carrier's representative acknowledges receipt of an executed copy of this inventory. X <u>[Signature]</u> 6/6/97 Signature of Carrier's representative Date	Carrier's representative acknowledges delivery of the above listed items. X Signature of Carrier's representative Date