

LAW OFFICES OF  
**Barbara R. Kueppers**

1455W. Lake Street, Suite 302  
Minneapolis, Minnesota 55408  
phone (612) 827-1225  
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July 3, 1998

Mr. John F. Grimm, Director  
office of Motor Carrier Information Analysis  
Federal Highway Administration  
U.S. Department of Transportation  
400 Seventh Street, S.W.  
Washington, D.C. 20590

WA FAX AND U.S. MAIL  
Re: Notice of Proposed Rulemaking  
Concerning Transportation of  
Household Goods; Consumer Protection  
Regulations  
63 Fed. Reg. 27125 (May 15, 1998)

Dear Mr. Grimm:

This letter is to request an extension of at least 60 additional days concerning the proposed consumer protection rules at 49 CFR parts 375 and 377. The notice was issued May 15, 1998 with comments due by July 15, 1998. Considering that, pursuant to 49 U.S.C. §14708(g), the Secretary was to have completed a review of the dispute settlement program within 18 months of January 1, 1996, an extension will certainly work no prejudice on any party.

The 60 days allotted in the proposed notice is too brief to enable individual consumers, as opposed to industry lobbyists, to be aware of the rulemaking, to digest the contents of the proposed rules and to respond with meaningful comments.

Your office missed an unprecedented input for individual consumers when your office failed to inform the author of the recent Washington Post article concerning household goods movers of the proposed rule making.

Very truly yours,

  
Barbara R. Kueppers

LAW OFFICES OF  
**Barbara R. Kueppers**

1455 W. Lake Street, Suite 302  
Minneapolis, Minnesota 55408  
phone (612) 827-1225  
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July 6, 1998

Mr. Paul L. Brennan, Esq,  
Director, Office of Motor Carrier Research and  
Standards  
HCS - 1 Federal Highway Administration  
400 Seventh Street, SW  
Washington, D.C. 20590

VIA FAX AND U.S. MAIL

Re: Notice of Proposed Rule  
Making - Transportation  
of Household Goods

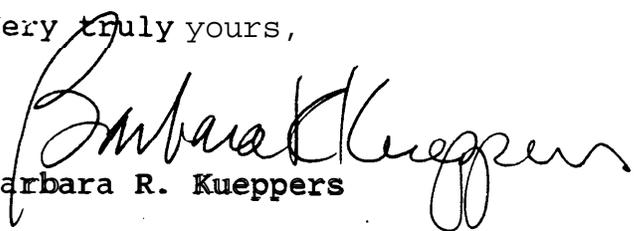
Dear Mr. Brennan:

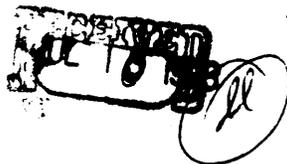
With this letter, I formally request an extension for comments to the Notice of Proposed Rulemaking concerning 49 CFR Parts 375 and 377, now Scheduled to close on July 14, 1998.

The reason for the extension is to provide adequate time for review of the proposed regulations by individual shippers, most of whom are unaware of the proposed regulations. Even for those of us who practice in the area, 60 days is too short a time to obtain a copy of the proposed rules, thoroughly review the content, receive meaningful input from individuals who may have an interest, and provide a response. Because individual shippers are not organized, attempting to solicit comments is extremely time consuming.

A minimum extension of sixty (60) days would be helpful in this regard. Thank you for your consideration.

Very truly yours,

  
Barbara R. Kueppers



**UNITED STATES POSTAL SERVICE  
MINNEAPOLIS, MN 55401-9997**

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We realize your mail is important to you and you have every right to expect it to be delivered intact and in good condition. The Postal Service makes every effort to properly handle the mail entrusted to it but due to the large volume, occasional damage may occur.

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If the enclosed was damaged during handling, we extend our sincere apologies for any inconvenience you may have experienced.

**PLANT MANAGER  
PROCESSING AND DISTRIBUTION**

BARBARA R. KUEPPERS  
Attorney at Law  
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TELECOPIER TRANSMITTAL

TELECOPY TO: Paul L. Brennan  
Director, Office of Motor Carrier Research &  
Standards  
DOT

FAX NUMBER: 202-366-8842

NUMBER OF PAGES (INCLUDING THIS COVER SHEET): 3

FROM: Barbara R. Kueppers

\*\*\*\*\*  
Please call (612) 827-1225 immediately if there  
are any problems with this transmission.

**CONFIDENTIALITY NOTICE.** The document(s) accompanying this fax  
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prohibited. If you have received this fax in error, please notify  
us immediately by telephone to arrange for return of the documents.  
\*\*\*\*\*

CLIENT/FILE NUMBER: Office

COMMENTS:

Elizabeth Richter called me this morning after speaking with  
you. She stated that you seemed unaware I had both faxed and sent  
to you a letter regarding an extension of proposed HHG rule making.

Accordingly, I am refaxing this letter- On July 6, 1998 I  
faxed the attached letter to 202-366-8842 and have attached the  
confirmation, if you have any doubts or if, for some reason you did  
not receive it.

Date: 7/10/98

# PHOTOGRAPHY - Elizabeth Richter

*Richter  
Richter*

TO: MR. PAUL BRENNAN  
US DOT

July 7, 1998

Dear Mr. Brennan:

'Thank you very much for giving me the opportunity to speak with you today, and urge you to give Barbara Kueppers (the intelligent transportation lawyer), the chance to make her suggestions regarding 49 CFR Parts 375 and 377. She needs more time to formulate her suggestions. Please don't let us miss this rare opportunity to establish "real" protection and remedy for consumers.

The horror stories are out there: the front page of the WASHINGTON POST Just a few weeks ago, DATELINE (NBC) last night on TV 20/20 (ABC) a few months ago. Attached again, is the very accurate reporting in the WASHINGTON POST in October of '97 about what my parents went thru with North American Van Lines.

I understand Barbara Kueppers would like a 60 day window to write up her suggestions; 30 days is the minimum amount of time she needs. Please give us, the public, your department this time. We must change the law; and your department must regulate a fair set of rules and laws with remedies. Consumers, as you said, have a very false sense of safety... which nearly killed my parents. Consumers are sitting ducks, mere victims and "suckers" to be taken advantage of, lied to, stolen from by the moving company industry. Barbara will help to change this with your help. Please.

Thank you for listening. I trust you will do what YOU can to get a 60 day extension. My elderly parents, Sally and Henry Richter, thank you too.

Sincerely,

*Elizabeth Richter*

Elizabeth Richter

986-7479

(Page 2 follows with the WASHINGTON POST article by Don Oldenberg.)

P. 2 from ELIZ. RICHTER TO PAUL BRENNEN - JULY 7, 1998

# The Washington Post

WEDNESDAY, OCTOBER 1, 1997

## Consummate Consumer

# Moving Nightmare

By Don Oldenburg  
Washington Post Staff Writer

When Sally and Henry Richter watched the huge North American Van Lines truck pull away from Leisure World in Silver Spring last Aug. 28, it never occurred to them that the driver wasn't hauling their earthly possessions straight to their new apartment in a luxury retirement community near Fort Lauderdale, Fla.

In choosing a moving company to handle only their third move in 55 years, the elderly couple tried to be smart consumers. They got several estimates. They studied the terms of the contracts. But most important, when the other companies wouldn't commit to exact pickup and delivery dates, North American did. The contract promised that their household goods would arrive at their new home on Sept. 3; the agent said delivery might even be a day earlier.

So the Richters signed with North American Van Lines, the nationally known mover that advertises "total satisfaction." Although its \$4,100 estimate was the highest, at their ages, and with their medical problems, they wanted reliability.

Instead, the Richters were, quite literally, moved to tears. "This was a nightmare," says 78-year-old Sally Richter. "It is just unreasonable for any company to handle people this way."

On the morning of Sept. 2, Sally Richter called North American's corporate offices from the hotel where she and her husband were staying. She

asked what time they should meet the truck at their apartment and was told there had been a delay; their property had been "bumped" from the truck and was still in Maryland, stored in a warehouse. North American told them not to expect delivery for 13 more days. Outraged and confused, the Richters called the company several times until North American again rescheduled the arrival, telling them it might arrive on the 10th—seven days late.

"There was no explanation and no certainty," recalls the Richters' daughter, Elizabeth, who accompanied them to Florida. A Washington photographer and artist, she had planned to stay a few days to help her parents move in.

In fact, the delay and the subsequent week's stay at a hotel was an unexpected hardship. Neither had packed more than a few days of clothing. Because they packed only enough of their medications for a brief stay-over, they ran out. Sally Richter is asthmatic and needs to avoid stress; her doctor also had advised her against long stays in poorly ventilated hotel rooms. Henry Richter, 87, is a diabetic with a heart condition. They tend not to go to restaurants because of their restricted diets.

"My parents are on a fixed-income budget, and nobody was offering to pick up the tab at the hotel or for their expenses due to this delay," says Elizabeth Richter. "They weren't sleeping well, not knowing when their possessions would catch up with them. Mother was constantly breaking down and crying. Father didn't know what to do."

In subsequent phone conversations with North American during the week's delay, Elizabeth Richter says she uncovered other glitches—the kinds of problems all consumers should beware of when contracting services. One executive, she says, admitted that the company knew on Aug. 28, the day before the pickup, that the arrival would be delayed. Another exec told her there were no definite guarantees of delivery dates.

Although the contract is clearly marked "C O D," it turned into a paid-in-advance deal when North American charged the full amount to the Richters' credit card number, which they say the agent asked them to provide only to verify their credit standing. And while they were told their load had been

North American's moves are on time, and those that are late are rarely delayed more than a day or so.

The moving van that picked up the Richters' household was overbooked, delaying their move until another trailer heading to South Florida could fit them in. "Ever been on an airline when they call out and say, 'We need passengers to stay behind? That's the same type of situation that occurs," says Seely, though he admits the Richters never volunteered to get bumped.

The reason North American didn't inform them of the delay until they called the company, he says, was because it didn't know where to reach them. The Richters' credit card was charged for the move in advance, despite a COD contract, he says, because Sally Richter signed a document authorizing it. He adds that North American now has credited the Richters a \$930 refund because it overestimated the cost of their move.

"We unfortunately did not deliver them on time," says Seely. "In the case of the Richters, we have offered compensation to them for the expense associated with the delay—that being paying for their hotel stay along with meal reimbursements ... \$45 a day plus the hotel."

But North American's offer only begins to pay for her parents' expenses and inconvenience—not to mention her own, says Elizabeth Richter. "I personally don't think my parents should have to pay for a service that they contracted for and didn't get," she says. "Frankly, they've paid for this move emotionally."

Consumer gripe? Send details by e-mail to [oldenburgd@washpost.com](mailto:oldenburgd@washpost.com) or by mail to Don Oldenburg, 1150 15th St. NW, Washington D.C. 20071.



overestimated by \$930, nobody volunteered that information or told them a refund would be made until Elizabeth Richter pressed for answers.

Blaine Seely, vice president of marketing services for North American Van Lines, says that problems with the Richters' move were compounded by high demand over Labor Day weekend.

To make moving affordable to the public, says Seely, North American and other major moving companies typically pack three or four different household shipments on a trailer heading to the same general destination. "The whole industry has challenges to get all those shipments to fit together to meet all the commitments to customers," he explains, adding that 95 percent of

Sally and Henry Richter

9320 Sunrise Lakes Blvd.

Bldg. 106, Apt. 207

Sunrise, Florida 33322

Tel: 954 - 746 - 2249

July 7, 1998

Paul Brennen

U. S. Dept of Transportation

400 7th St. S.W.

Wash. D.C. 20590

Dear Sir:-

Please help get an extension on the July 14th Deadline for Consumer Protection Regulations proposed Ruling 49CSR parts 375 - 377.

We demand as consumers an extension.

I really think you do not understand how badly the law is interpreted by the Court. It is a very restrictive law. It must be changed.

I know you can help.

Cordially

Sally Richter

P.S: I am in the middle of a law suit. We need the law corrected

cc: Attorney General  
Robert A. Butterworth

see attached enclosure

Consummate Consumer

## Moving Stories

By Don Oldenburg  
Washington Post Staff Writer

**L**est we think that Sally and Henry Richter's bad move, reported in this column recently ("**Moving Nightmare**," Oct. 1), was an aberration, several readers have recounted tales of their own tormented moving experiences—from late deliveries to lost and damaged possessions. The underlying message: Moving consumers beware.

Recapping brief@ The Richters' move to a Florida retirement community in September went haywire when North American Van Lines missed the delivery date by seven days—leaving them in the lurch. North American has since offered to reimburse their hotel bill and pay a meal allowance; the Richters' lawyer is preparing a claim.

When Melissa Worden moved this summer, a nationwide moving firm delivered too little too late. Worden signed with Atlas Van Lines to relocate her household from Illinois to here, 2-12 days after pickup. "Instead, I had to wait 36 days," says Worden, an editor at the American Institute of Architects.

When the shipment arrived, Worden says, boxes were missing and things were damaged. Atlas scheduled a second delivery because some of the shipment had been left in an Illinois warehouse. "They did not come at the arranged time and I was not there to accept the delivery," she explains. "Instead of leaving a note, they left all my belongings outside my door."

About eight weeks ago, Worden filed a claim for damages. Persevering through three months of arguing everything from liability to insurance coverage with Atlas, Worden believes her nightmare move is almost over. She received a check last week from Atlas.

Kathy Jung says she also thought her botched move was an isolated incident. Three summers ago, she hired the Bekins moving company to move her from Utah to Ohio, where she would start a new job as a college instructor.

While in transit to Ohio, Jung learned Bekins wanted to deliver her belongings three days earlier than scheduled. When she told the mover she couldn't get there that soon, Bekins stored her possessions more than 70 miles from their

destination. The shipment, she says, then was delivered a week late.

"I had to start a new job teaching five classes with no clothes, files, computer equipment, etcetera," says Jung. The company treated me like I was the problem for asking them to honor the contract"

This summer, Jim and Susan Sellers moved from one side of Rockville to the other. As agreed, Hyattsville-based Mid-Atlantic Moving and Storage picked up their belongings to store for a month before delivery. But the pickup hours and bill nearly doubled the written estimate. Susan Sellers says the moving crew was "unprofessional" and took long breaks. She paid the estimated amount but refused to pay more.

The dispute heated. The Sellers say Mid-Atlantic manager Bryan Funk wouldn't guarantee delivery of their belongings until they paid the disputed amount. "The estimate was incorrect," says Funk, who blames the long hours that day on the heat, and contends that contractually he can charge 125 percent of the estimate.

The Sellers filed a complaint with the Montgomery County Division of Consumer Affairs, which negotiated a delivery price. Mid-Atlantic delivered a day late, says Susan Sellers. And their furniture was damaged.

The Sellers have asked Mid-Atlantic and the moving insurance it sold them to cover damages and repairs. Funk insists on his own appraisal of damages but hasn't done it. The Montgomery County Consumer Affairs office recommended a dollar figure he pay the Sellers to end the dispute. "We've tried to do everything by the book," says a frustrated Susan Sellers.

**W**hy so little consumer protection in the moving industry? Deregulation. Lawrence Herzig, chief of the Surface Transportation Board's Section of Rates and Informal Cases, says since the Interstate Commerce Commission was abolished in 1995, moving companies mostly have regulated themselves. "It's a self-imposed penalty," Herzig says of compensations companies can make for late deliveries and damages. "If the carrier isn't willing to do it, where do you go from there? Well, you go to court."

For a self-addressed and stamped envelope, the Montgomery County Division of Consumer Affairs will send its free brochure, "It's Your Move," with tips on making smart moves. Call 301-217-7373.

Got a consumer complaint? E-mail details to oldenburgd@washpost.com or mail to Don Oldenburg, The Washington Post, 1150 15th St. NW, Washington, D.C. 20071.