BEFORE THE DEPARTMENT OF TRANSPORTATION,
FEDERAL HIGHWAY ADMINISTRATION

DEPARTMENT OF TRANSPORTATION
98 JUL 10 AM 11:06
DOCKET SECTION

In the Matter of Notice of Rulemaking	)	
Governing Motor Vehicle Transportation	)	**Docket No. FHWA 97-2979 - 6**
of Household Goods, 49 C. F. R. Parts	)	
375 and 377	)	

COMMENTS OF THE NATIONAL ASSOCIATION OF CONSUMER AGENCY ADMINISTRATORS

The National Association of Consumer Agency Administrators ("NACAA") seeks to support public agencies responsible for ensuring a fair and informed marketplace and representing the interests of consumers. NACAA represents 165 consumer agencies at all levels of government in both the United States and other countries and also has Corporate Subscribers from leading businesses and trade organizations who recognize the value of learning about consumer concerns, discussing issues with consumer protection officials, and promoting consumer awareness in cooperation with the Association.

Consistent with its goals, NACAA respectfully submits the following comments in response to the Department of Transportation Federal Highway Administration's ("FHWA") proposal to amend the regulations governing the motor vehicle transportation of household goods.

NEED FOR REGULATION

NACAA supports FHWA's proposed Consumer Protection Rules for household goods transportation. The promulgation of these Rules is a vital step toward establishing a level playing

field where legitimate movers and consumers can interact with reasonable assurance that services will be provided fairly and honestly. The practices prescribed in the proposed regulations establish basic rules of fair dealing that will benefit, not burden, the moving industry.

Moving one's household goods is often a highly stressful and expensive undertaking for many consumers. Most consumers do not possess the experience or expertise to protect themselves adequately from unscrupulous movers. It is vitally important to both the public and the moving industry that this experience does not become a nightmare of deception, fraud, damage, and loss. In extreme cases, the economic and emotional toll on consumers who lose all their belongings during a move can be devastating. In NACAA's experience, a minority of movers is causing enormous harm to a growing number of consumers through deceptive, misleading and unfair business practices. FHWA's proposed rules mark an important effort to quell this developing trend and have the potential to restore the image of legitimate movers for the benefit of all concerned.

The attached exhibit contains 15 sample consumer complaints[1] that illustrate some of the problems consumers experience with interstate movers. Local consumer protection agencies are contacted by consumers on a daily basis and need the assistance of the FHWA to deal effectively with this nation-wide problem. While FHWA may lack the resources necessary to resolve individual consumer complaints of overcharge, loss, and damage, there remains an important role for national oversight of this industry. Through establishing basic standards of fair practice and enforcing these regulations when serious violations occur, FHWA can effectively protect consumers and movers alike. FHWA should cooperate and partner with state and local

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[1]This is a small portion of the over 600 complaints we reviewed from several states.

governmental efforts in efficiently policing the interstate moving industry.

ENFORCEMENT

The most critical aspect of whatever rules FHWA adopts in this area is the willingness of the agency to enforce the law. Without enforcement of FHWA's regulations, widespread noncompliance will be inevitable, as economic incentives will discourage legitimate movers from adhering to fair practices that a growing segment of their competition ignores. A set of regulations that movers ignore without fear of FHWA sanctions would ill-serve the public. Therefore, whatever regulations FHWA adopts, they must enforce them to be worthwhile as consumer protections. Since the termination of the Interstate Commerce Commission ("ICC"), a very negative state of affairs has developed in the moving industry. Although the former ICC consumer protections remained in effect during the pendency of the FHWA's current rule making deliberations, the absence of enforcement has resulted in an escalating state of noncompliance, to the growing harm of consumers. On the local and state level, governments' remedial actions can be stymied by jurisdictional limitations inadequate to control interstate movers. The need for federal cooperation in enforcement efforts is paramount.

NACAA has seen increasing instances of unscrupulous movers preying on consumers, who then turn in vain to FHWA for action. Typically, these dishonest movers lure unsophisticated consumers with low ball cost estimates well below what legitimate movers will bid. Then, they pad the charges by dragging out hourly-rated moves, employing vast quantities of unnecessary and unwanted packing materials and adding a variety of undisclosed charges. Contrary to all regulatory requirements, these movers frequently have consumers sign blank contractual documents. The movers later fill in these documents with outrageous charges several

times the amount quoted in their estimates. No rational consumer would agree to pay such fees if told in advance. However, by springing these demands for enormous charges on consumers after all their household goods have been loaded onto the moving van, crooked movers have consumers "over a barrel." By threatening to keep consumers' property and add storage fees until paid in full, these movers all too often succeed in coercing consumers to pay. When consumers seek intervention (either from local police during the move, or by protesting the charges to credit card companies after the fact), these dishonest movers present the altered contract documents as a defense. As a result, consumers face a difficult and expensive task in seeking private civil remedies. When they successfully sue, consumers often find that they cannot collect the judgments as the movers have skillfully hidden their assets.

FHWA's proposed rules prohibit many of these unfair, misleading and deceptive business practices, and thus are urgently needed. In this vein, NACAA strongly supports provisions requiring that:

(1) estimates be given in writing (§§375.401(a) and 375.231(a)(2));

(2) all prices, terms and services be presented in written documents signed by the mover and delivered to the consumer before the household goods are packed and loaded (§§375.501(order for service) and 375.503 (bill of lading));

(3) the allowable form(s) of payment be specified in writing (§375.503(a)(9));

(4) all goods be released upon payment of no more than 110% of the estimated charge (§375.407);

(5) movers cannot be released from liability for damages as part of their routine paperwork (§§375.701(a)and 375.709(b));

(6) movers provide all prospective customers with the booklet: "Your Rights and Responsibilities When You Move" containing the text specified by

FHWA (§375.213 and Appendix A);

(7) movers retain shipping records, including written cost estimates, orders for service, bills of lading, weight tickets, complaint inquiry records, notices and arbitration files for a period of one year (§§375.405(c), 375.501(d), 375.503(d), 375.519(c), 375.605(a)(5), and 375.609(f));

(8) movers obtain weight tickets and afford consumers an opportunity to observe the weighing of their shipments (§§375.513 and 375.519);

(9) movers comply with consumers' requests for notice of the shipment weight and charges prior to delivery (§375.521);

(10) movers notify consumers of service delays (§375.605);

(11) movers transport goods in a timely manner (§375.601);

(12) movers maintain a procedure for handling consumer complaints (§§375.213(a)(4) and 375.209);

(13) movers maintain an arbitration program for consumers' loss and damage claims (§§375.213(a)(3) and 375.211); and

(14) movers are subject to statutory penalties for failure to comply with these regulations (§375.1001).

FHWA can have an effective enforcement role without resolving individual consumer disputes. In order to accomplish this, FHWA should review the practices of interstate movers that generate a high volume of complaints. These complaints could come from the public or from state and local consumer protection agencies like the members of NACAA. Without addressing the private economic claims of the consumers involved, FHWA should evaluate whether these problem movers are substantially complying with the statutes and regulations applicable to their business. Where FHWA documents noncompliance, enforcement action ranging from penalties to license revocation is in order. Where unlicensed movers who ignore the Rules' basic fair practices are doing interstate moves, FHWA should prevent these abuses from continuing.

State and local law enforcement agencies stand willing and ready to cooperate with FHWA to forge an effective enforcement program that uses scarce public resources efficiently. NACAA urges FHWA to coordinate with the efforts of state and local agency programs that deal with interstate movers. Through pooling information, FHWA would be able to focus remedial efforts only in those instances where an agency with national scope is needed.

PRIVATE AND GOVERNMENT ACTIONS

Given that FHWA is taking a hands-off position regarding individual consumers' disputes with movers, NACAA strongly recommends that the regulations expressly state that consumers retain individual rights under applicable law and that other federal, state, and local agencies and enforcement authorities retain jurisdiction over movers' acts and practices.

NACAA supports the arbitration program that movers are required to establish and maintain (more fully discussed below) however, NACAA has concerns that stem from (1) the lack of remedies available to consumers if the arbitration process fails or if the carrier fails to establish and maintain an arbitration process, and (2) FHWA's position that it will neither assist a consumer settle a dispute with a carrier nor seek injunctive relief on a consumer's behalf to obtain the consumer's household goods if the mover is withholding the consumer's goods. To dissuade movers from thwarting amicable resolutions, the regulations must make it clear that consumers retain individual rights under applicable law and that other federal, state, and local agencies and enforcement authorities are ready and willing to resolve disputes.

As such, NACAA requests that the regulations be amended to explicitly state that consumers may elect to arbitrate their claims, but to do so shall not limit the rights or remedies that are otherwise available to a consumer under any other law. The regulation should explicitly

state: "In no event shall a consumer who has resorted to the carrier's arbitration procedure be precluded from seeking the rights or remedies available by law nor shall any federal, state or local agency or enforcement authority be precluded from taking action because consumer claim(s) have been submitted to arbitration."

Further, the regulations must explicitly inform movers that other federal, state, or local agencies or enforcement authorities may pursue actions against them if they fail to abide by the regulations. First, the regulations should include a provision that states: "The regulations are supplementary law; that is, the remedies provided herein shall be cumulative and supplementary to all other remedies otherwise provided by federal, state, and local law." It should be clear in the regulation that the invocation of one power or remedy afforded herein shall not be construed as excluding or prohibiting the use of any other available remedy.

The regulations should inform movers that a violation of the regulations, in addition to the penalties stated in section 375.1001, may subject them to actions brought pursuant to the federal or a state's unfair or deceptive acts or practices prohibitions. The regulations should make it clear that a violation of the regulations, including but not limited to failure to establish and maintain an arbitration process, failure to provide a written estimate of the total, or failure to deliver goods after the consumer offers to pay 110 percent of the written estimate, will be an unfair, misleading or deceptive practice or act subject to injunctions and civil penalties pursuant to federal, state, or local law.

The regulation must also warn movers that violations of the regulations will not be tolerated. The regulations must unequivocally and unambiguously inform movers that if they violate the regulations, they are subject to penalties provided for under the regulations, private

actions and other federal, state, or local government law. Only when movers understand that there are methods to enforce the regulations will they follow them.

ARBITRATION

The greatest number of consumer complaints about interstate movers involve claims of goods damaged and lost in transit. NACAA supports the approach proposed by FHWA to replace the presently required annual performance reports with annual arbitration reports. These statements have the potential to greatly improve the problems involved in loss and damage claims.

These annual arbitration reports have the potential of establishing which movers have good claims histories, and which movers do not. This information can be an invaluable tool. It can assist consumers in shopping for a reliable mover. Also, they can encourage movers to keep such claims to a minimum and make satisfactory settlements to establish good service reputations.

However, the potential value of these reports is dependent on whether and how movers make them available to consumers. FHWA proposes (at NPRM p. 27158) that the pamphlets "Your Rights and Responsibilities When You Move" describe the annual arbitration report, and suggest that the consumer ask for a copy from the mover. The pamphlet also gives an address where a mover's arbitration report can be obtained by mail from FHWA. This does not recognize the real life time limits that are involved in many interstate household moves. Writing to the FHWA's Licensing and Insurance Division is not likely to get this valuable claims history data to consumers before they have to finalize their selection of a mover. Therefore, NACAA recommends two improvements to the proposed rules:

1. Movers should be required to insert their prior two years' arbitration reports in the "Your Rights and Responsibilities When You Move" pamphlet that they must give consumers before booking a move. This will enable consumers to examine the

claims history of a prospective mover in time to consider this valuable information before becoming obligated to move with any specific company. The expense to interstate movers of this requirement will be a negligible increment to the cost of printing and delivering the pamphlets that have been required for many years. At the same time, this modification would conserve FHWA resources, which can be better used in enforcement, as discussed herein.

2. FHWA should post all interstate movers' annual arbitration reports on the Internet, and insert information in the "Your Rights and Responsibilities When You Move" pamphlet explaining how to access this data via the Internet. This will enable consumers to compare movers' claims histories when selecting a moving company. The cost to FHWA would be insignificant, and likely offset by the savings resulting from not having to provide these materials by mail. In addition, this information would be available to local news and consumer advocacy organizations which could employ such arbitration histories to compile useful consumer education materials to aid consumers in selecting a mover.

NACAA submits that FHWA must be prepared to perform random audits of movers' arbitration reports, to verify their completeness and accuracy. This effort need not be administratively burdensome. The moving industry must be adequately advised of potential adverse consequences (such as loss of licenses) for noncompliance. Once filing of these annual arbitration reports becomes the norm, FHWA could limit data accuracy reviews to those movers which generate numerous consumer complaints about damage or loss claims practices.

As with all of FHWA's consumer protection rules, enforcement is crucial for the regulatory intent to be accomplished. This is especially so in the area of arbitration of consumer claims, where NACAA has found widespread failure on the part of interstate movers to establish arbitration programs, provide consumers with claim forms, or inform consumers of the availability of arbitration to resolve their disputes. FHWA should require that movers prominently disclose to all consumers information necessary for them to file claims with movers and file arbitration claims. NACAA also urges FHWA to take necessary steps to ensure that fair and impartial arbitration

procedures are afforded in all instances.

RELEASE OF LIABILITY CLAUSE

NACAA supports the proposed provision in §375.701 (a) forbidding "any language purporting to release or discharge" movers from liability on delivery receipts or shipping documents. This is a vital principle which preserves consumers' rights to obtain neutral adjudication of any claims for lost or damaged goods, either through arbitration or in a court action. As FHWA notes, such claims generate the majority of consumer complaints about interstate movers. However, FHWA's proposal in §375.701(b) to allow "a statement [that] the property was received in apparent good condition except as noted on the shipping documents" is not justified and can lead to serious consumer harm.

In many cases, consumers are required to sign declarations confirming completion of their move before they have had a chance to examine the condition of their goods or determine if items are missing. Often, damages are not discoverable until after wrapping is removed from furniture or items are removed from cartons. Therefore, it is unreasonable to require consumers to make any declarations of the condition of their property before they have had an opportunity to unpack.

In NACAA's experience, movers frequently employ such "all goods received in good condition" clauses to unfairly justify denying consumers' claims. All too often, the practical effect of §375.701(b) is to undermine the principle established in §375.701(a). Such abuse of the claims process places unjustified burdens on consumers in their efforts to obtain compensation.

NACAA proposes that movers be prohibited from requiring consumers to sign such statements as are described in §375.701(b). In the alternative, we propose that FHWA require such declarations be accompanied with clear and conspicuous alternative check-box options like

"I have not had an opportunity to open all boxes to verify the condition of their contents or determine if anything is missing." At the very least, FHWA should mandate inclusion of a companion statement that "mover remains liable for all losses suffered by shipper" with an explanation of the procedure and time limit for making a claim.

HOSTAGE FREIGHT

The FHWA has received an increasing number of consumer complaints regarding movers who refuse to deliver the consumer's household goods unless the consumer pays the mover an amount greater than the pre-move estimate provided to the consumer from the mover. In effect, the mover holds the consumer's household goods hostage until the consumer, who has no choice, caves and pays an amount that can be substantially greater than the original estimate. NACAA supports the FHWA proposal that requires that the mover provide the consumer with a written estimate and requires that the mover deliver the household goods upon the consumer's offer to pay the mover 110 percent of the estimate. NACAA also supports FHWA's regulation that provides claims under 49 C. F. R. 370 for hostage freight situations. FHWA's proposals, however, fall short of what is required in this area.

First, the regulations should explicitly state that if a consumer offers to pay the mover 110 percent of the estimate, the consumer is not agreeing that the extra ten percent is a legitimate expense and that the consumer in not waiving any rights to proceed against the mover in a private action. Additionally, such action by a consumer would also not waive a state or local enforcement agency from taking action against a mover.

Second, the regulations should also provide for greater penalties in hostage freight situations. In addition to providing penalties pursuant to 49 C. F. R. 370, the regulations should

state that it is an unfair, misleading or deceptive act or practice for a mover to fail to deliver household goods to a consumer who offers to pay 110 percent of the written estimate.

METHOD OF PAYMENTS

NACAA fully supports FHWA's proposal that movers must deliver a consumer's household goods when the consumer offers to pay 110 percent of the estimate. A problem arises, however, in allowing the mover to specify the method of payment--the regulations should allow consumers to pay by cash, check or credit card.

Interstate moves, in contrast to intrastate ones, are extremely expensive, typically costing several thousand dollars; as such, ten percent of the cost can be a substantial amount of money. Additionally, this is a time when the consumer's affairs are usually in disarray, and adequate banking needs are not yet established. Now more than ever the consumer needs flexibility in payment methods. To require a consumer who is unexpectedly faced with an additional cost of several hundred dollars to pay in cash is unreasonable at best and impossible at worst. The regulations should allow that a mover may specify two forms of payment--only one being cash or a cash equivalent such as a money order or certified or cashier's check. NACAA requests that section 375.217(b) be modified to state that a mover "may specify two forms of payment acceptable, only one being cash or a cash equivalent."

REOUIREMENT FOR GOODS INVENTORY

Consumers are frequently frustrated in their efforts to obtain compensation for goods lost in shipment by the fact that movers have failed to provide an itemized inventory of what was shipped. NACAA believes that preparation of such inventories is a fundamental part of a professional mover's business practice. FHWA's regulations should mandate inventories to

protect consumers and movers. By recording what items were shipped, honest movers are also protected by written inventories, should subsequent disputes arise. NACAA recommends that:

1. All weight-rated interstate moves be required to include an itemized inventory that identifies every box and item consigned for shipment. An identification number must be placed on each item shipped that corresponds to the inventory. Such inventories must be prepared at the time the goods are loaded in a manner permitting the consumer to observe and verify the accuracy of the record. A copy of the inventory signed by mover and consumer should be provided to the consumer before the goods are driven from their site of origin. Upon delivery, the mover must verify in writing whether each item on the shipment inventory was delivered and record the apparent condition of the item in a manner that affords the consumer an opportunity to observe and verify its accuracy. At the conclusion of the delivery, the mover must provide to the consumer a written copy of the delivery notes, signed by the mover, verifying the status of all items on the inventory. If the mover asks for the signature of the consumer on any statement describing the delivery and condition of the inventoried items, said form must: (a) clearly and conspicuously note in writing whether consumer has opened all the cartons to verify their contents, (b) provide space for the consumer to record comments on the condition or status of missing or damaged items, and (c) provide the consumer a copy of his/her written statement at the time it is signed.

2. For short-haul moves which are billed on an hourly basis, movers must offer consumers the option to have the shipment inventoried as described above. No shipment may be made without an inventory unless the consumer has signed a clear and conspicuous written waiver of the inventory that is printed in at least 12-point bold type containing the following language: **I understand that I have the right to have my mover give me a written list of my goods to prove what is in my shipment. By agreeing <u>not</u> to have this inventory made, I do not excuse my mover from loss or damage to my goods while in the mover's possession.**

<u>CONCLUSION</u>

NACAA appreciates the opportunity to provide these comments to the FHWA to assist in the development of a regulation that will provide protection for consumers in their dealings with the moving industry. NACAA invites the FHWA to contact our association for further clarification of our position or to request that NACAA respond to any questions that the FHWA may have regarding these comments.

RESPECTFULLY SUBMITTED,

LARRY KAPLAN, President
NATIONAL ASSOCIATION OF CONSUMER
AGENCY ADMINISTRATORS
1010 Vermont Avenue, N. W.
Suite 514
Washington, D.C. 20005
(202) 347-7395

AFFIDAVIT

STATE OF NEW YORK }
:SS.:
COUNTY OF Nassau }

ALTAGRACIA BELERITA CANNEGIETER
Notary Public, State of New York
No. 4702867
Qualified in Nassau County
Commission Expires December 31, 1999

SHARON GORDON, being duly sworn, deposes and says:

1. I reside at ***791 CEDAR LANE, TEANECK NJ 07666***.

2. The attached complaint or report accurately states my dispute with 3863 ***STRONG & GENTLE***, and/or its agents.

3. The attached copies of correspondence and other documents are true and accurate copies of documents related to my complaint.

4. Since the date of the attached complaint or report, the following has happened:

Letters were sent to Department of Transportation, Department of Law, Consumer Affairs, and The Bank of New York. Copies of Records were mailed separately.

5. The amount of my claim for overcharges is: $ 1711.00
The amount of my claim for property damages. is $ _____
The amount of my claim for other losses is: $ 322.25 2 days pay

Explain damages claim(s) below and attach receipts/estimates/proof of amount.

_____

_____

Sharon Gordon
SHARON GORDON

Sworn to before me this

24th day of April, 1998.

Altagracia Belerita Cannegieter
Notary Public

ALTAGRACIA BELERITA CANNEGIETER
Notary Public, State of New York
No. 4702867
Qualified in Nassau County
Commission Expires December 31, 1999

DEPARTMENT OF TRANSPORTATION
RECEIVED
APR 1 1997
INDUSTRIAL ASSISTANCE SECTION
Long Island City, NY

March 27, 1997

NYS Department of Transportation
47-40 21st Street
Long Island City, NY 11101
Attention: Amy Benjamin

Dear Ms. Benjamin:

As per a telephone conversation with your office on March 25, I am issuing a complaint against Strong and Gentle Moving. Apparently they are not licensed with you and they are running a giant scam.

Unfortunately, I got their name from a flyer (attachment 1). I called and spoke to a man named Steve and he gave me an estimate of $187.00 according to the list attached that I faxed to them (attachment 2) to move me from my two bedroom apartment at 1020 Grand Concourse, Apt. 12-O, Bronx, NY 10451 to 791 Cedar Lane, Teaneck, NJ 07666.

The following is the breakdown he gave me:

1. 3 men at $17 per hour each ($51 per hour)
2. 1 truck at $10 per hour
3. $14 for tolls

He told me that the move would take 2 ½ to 3 hours costing me $187.00.

The men arrived at 9:30am and started wrapping everything. I questioned them about the wrapping and they kept saying to speak to the foreman and he did not say much of anything. I tied to get them to move faster as their estimated time got closer and they were assuring me everything would be OK. I asked them several times how much this would cost since they were there longer than planned. The foreman kept saying he would tell me when he returned from the truck (which turned into a 25 minute trip every time they went downstairs). They ended up finishing at 3pm. .

According to their original breakdown the new total should have been $380. Needless to say, after they moved everything on the truck they refused to move unless I gave them $1,700; they told me if I did not pay them, they would take my things to storage in Brooklyn. They proceeded to sit in the truck for two hours (which they charged me for) until I could get someone to charge the amount. When my friend, Cathy Grier, got there, she had spoken to Steve who told her that the new total was $1,950 and that amount was subject to change depending upon what time they finished in New Jersey. We finally left

the Bronx about 6: 10pm, and they finished unloading at 8:30pm. They never gave me the final receipt. I do have the initial sheet Listing supplies and contract without a total my sister made them give her before we left for New Jersey. (Attachments 3 & 4)

Apparently the moving company tried to charge Ms. Grier's credit card twice for the charge. First when they said that they were only verifying that the card was valid. The second time before they emptied the truck (they refused to open the truck until they charged her card). They also charged the wrong (higher) amount which Ms. Grier was able to have adjusted; the final total being $1,898. Also note, attachment 5, you can see where the description on ticket is "porches" and Ms. Grier filled in the name Strong and Gentle Moving because they refused to put down the name, address of the moving company and the description as moving furniture.

My dilemma now is I would like to be reimbursed for the overcharge of this move. I have advised my friend to call her credit card company and dispute the charge. I would appreciate it if you notify the Bank of New York about this investigation. I spoke to a Ms. Brenda Ball at l-800-942-1977 who was very helpful and said the forms were sent to Ms. Grier to file a notice of dispute.

During the wait for Ms Grier, I called my father. He in turn called Steve trying to clarify the situation and/or negotiate payment. Steve was nasty and vulgar to the point that my father went to 1734 2nd Avenue, 10021 (the address Steve gave of this company) with police officer Arthur Bowles (who can be roached at 718-562-6287) only to find a candy store and no one in the neighborhood who knew of this company. Officer Bowles also called the number acting like a prospective customer in order to get the correct address and was given the same 1734 2nd Avenue.

Any and all help you can give to resolve this matter is appreciated. I can be reached at the above New Jersey address. My home phone number is 201-907-0634, my work number is 2 12-576-48 10.

Thank you,

Sharon Gordon

Cc: Cathy Grier

Bank of New York, Credit Card Division

TO STRONG AND GENTLE MOVING CO..

I AM CURRENTLY RESIDING AT 1020 GRAND CONCOURSE (E. 165TH STREET) IN THE BRONX I AM MOVING TO TEANECK, NEW JERSEY ~~NEXT WEEK FRIDAY~~. THE PLACE IS LOCATED AT THE END OF CEDAR LANE. THE FOLLOWING IS A LISTING OF THE THINGS I WILL NEED TO HAVE MOVED:

A FOUR PIECE SECTIONAL
A GLASS LIVINGROOM TABLE
A WOOD 3 PIECE ENTERTAINMENT CENTER (TBII)
A DESK WITH CHAIR
TWO ~~FOUR~~ MATTRESSES
ONE NIGHTSTAND
ONE DRESSER WITH MIRROR
ONE LARGE STORAGE HEADBOARD
ONE ~~TWO~~ ENTERTAINMENT CENTERS (ONE SMALL ~~ONE WIDE BUT~~ SMALL)
TWO GLASS END TABLES
ONE SMALL SAFE WITH A WOODEN COVER
TWO ~~FOUR~~ TELEVISIONS
THREE VCRS
FOUR LAMPS
ONE VACCUUM
ONE WHEELBARREL GARBAGE CAN
APPROX. 12 BOXES

HERE IS AN ESTIMATE OF THE THINGS THAT I CAN REMEMBER AT THE MOMENT. PLEASE GIVE ME AN ESTIMATE OF THE COST AND IF YOU WOULD BE ABLE TO DO THE JOB ON FRIDAY MARCH 8TH BETWEEN 9 AND 5. YOU CAN CALL ME AT (212) 576-4810 IN THE DAY AND (718) 538-0412 AT NIGHT. THANK YOU.

SHARON GORDON

AFFIDAVIT

STATE OF NEW YORK }
:SS.:
COUNTY OF New York }

ANDREW GUTTERMAN, being duly sworn, deposes and says:

1. I reside at ***61 WEST 74TH ST., NEW YORK NY 10023***.

2. The attached complaint or report accurately states my dispute with 4006 ***MIFA MOVING***, and/or its agents.

3. The attached copies of correspondence and other documents are true and accurate copies of documents related to my complaint.

4. Since the date of the attached complaint or report, the following has happened:

I have made numerous attempts to resolve this matter with Mifa privately. My letters were returned unopened and my phone calls were dismissed by company representatives.

R224
REA/SER2/DA

ATTORNEY GENERAL DENNIS C. VACCO
OFFICE OF THE ATTORNEY GENERAL
BUREAU OF CONSUMER FRAUDS AND **PROTECTION**
120 BROADWAY, 3RD FLOOR
NEW YORK, NY 10271
TEL: (212) 416-8345 FAX: (212) 416-8362

COMPLAINT FORM

consumer Hotline I (800) 771-7755
For Hearing Impaired TDD (212) 416-8940

1. **PLEASE BE SURE TO COMPLAIN TO TEE COMPANY OR INDIVIDUAL BEFORE FILING.**
2. **PLEASE TYPE OR PRINT CLEARLY IN DARK INK.**
3. YOU **MUST** COMPLETE **THE ENTIRE FORM. INCOMPLETE OR UNCLEAR FORMS WILL BE RETURNED TO YOU.**
4. **MAKE SURE YOU ENCLOSE COPIES OF IMPORTANT** PAPERS **CONCERNING** YOUR **TRANSACTION.**

CONSUMER

Your Name: ANDREW GUTTERMAN + MERYL NAPACH — Home Tel. 212-721-2924

Street Address: 61 WEST 74th St. — Bus. Tel. Gutterman: 212-969-3957 NAPACH: 212-687-8506

City/Town: NEW YORK — County: NY — State: NY — Zip: 10023

COMPLAINT

Name of Seller or Provider of Services: MIFA MOVING CO.
Street Address: 1122 Avenue K
City/Town: Brooklyn — State: NY — Zip: 11230
Tel.#: 718-768-7307, 1-800-400-0011

Name of Other Seller or Provider of Services: (or) Strong + Gentle Moving Co
Street Address: 1734 Grand Ave
City/Town: New York — State: NY — Zip: 10013
Tel.#:

Date of Transaction: 11/2/96 — Cost of Product or Service: $965 + $300 damaged moving expenses — How paid (Check those which apply): () Cash () Check (✓) Credit card () Other

Did you sign a contract? (✓) Yes () No — Where? Hoboken NJ — Date 11/2/96

Was product or service advertised? () Yes (✓) No — Where? — Date

Type of Complaint (e.g., car, mail order, etc. Use reverse. to provide details): Overcharge for moving expenses + DAMAGED FURNITURE

Date you complained to company or individual: 11/11/96, 12/4/96, 12/12/96 — Person Contacted: Steve, Frank Grec — Job Title: Dispatcher, Claims manager

(✓) By Mail (✓) By Telephone () In Person (✓) Other

Nature of Response: Claim for insurance sent back to us unopened 2x, we were given incorrect address by dispatcher 2x — Date of Response

Has matter been submitted to another agency or attorney? () Yes (✓) No — If yes, give name and address:

Is court action pending? () Yes (✓) No

ADDITIONAL INFORMATION

Manufacturer of Product

Address

Product Model or Serial Number _____ Warranty Expiration Date _____

Did business arrange financing? () Yes () No — If yes, name and address of bank or finance company _____

PLEASE DESCRIBE COMPLAINT ON REVERSE SIDE

Briefly describe your complaint My husband + I hired Mifa Moving Co., a New York Corporation to move us from Hoboken NJ to New York City on November 2 1996. We signed a contract with Mifa, and paid Mifa an additional $25 for insurance to cover any & all damage caused by Mifa during the move. During the move, the movers dragged our sofa along the sidewalk, destroying the upholstery. We were also grossly overcharged for supplies. A copy of our bill & contract is attached. After the move, we called Mifa to report the damage. We were told by the dispatcher, Steve, to put our claim in writing. We wrote to Frank Opicy Claims Dept, at 1734 2nd Avenue NY, NY 10018, as instructed. Our letter was returned to us, unopened, with a notation from the post office stating "Box Closed No order". We called Mifa again, spoke to Steve. We were given another address of the Claims department, sent a letter, and again received it back unopened, return to sender.

What form of relief are you seeking? (e.g., exchange, repair or money back, etc.) We are seeking damages to pay for the re-upholstery of the sofa in addition to the amount we were overcharged. We have attached copies of our letters, contract, & returned envelopes for your review.

Who referred you to this office? A former intern of your office

READ THE FOLLOWING BEFORE SIGNING BELOW:

PLEASE ATTACH TO THIS FORM **PHOTOCOPIES** of any papers involved (contracts, warranties, bills received, cancelled checks correspondence, etc.) **DO** NOT **SEND ORIGINALS.**

NOTE: In order to resolve your complaint, we may send a copy of this form to the person or firm about whom you are complaining

In filing this complaint, I understand that the Attorney General is not my private attorney, but represents the public in enforcing laws designe to protect the public from misleading or unlawful business practices. I also understand that if I have any questions concerning my legal right or responsibilities, I should contact a private attorney. I have no objection to the contents of this complaint being forwarded to the busines or person the complaint is directed against. The above complaint is true and accurate to the best of my knowledge.

I also understand that any false statements made in this complaint are punishable as a Class A Misdemeanor under Section 175.30 and/c Section 210.45 of the Penal Law.

Signature: [illegible] Date: [illegible]

HAVE YOU ENCLOSED COPIES OF IMPORTANT PAPERS? Yes

Return to: **New York State Department of Law**
Bureau of Consumer Frauds and Protection
120 Broadway, 3rd Floor
New York, NY 10271

Andrew M. Gutterman
61 West 74th Street
Apartment 6C
New York, N.Y. 10023

November 11, 1996

Frank Opec
Claims Department
Strong & Gentle Moving
1734 Second Avenue
New York, N.Y. 10128

Dear Mr. Opec:

I am writing to make a claim against Mifa Moving Company with respect to the services they provided to my wife and me on Saturday, November 2, 1996, in moving us from Hoboken, New Jersey to New York City.

I booked the services of Mifa in early October after a phone conversation with Steve of Mifa Moving. During that conversation, I gave Steve specific details about the items that we would need moved. Steve estimated that the job would take three hours--one hour to load up in Hoboken, one hour to travel to Manhattan, and one hour to unload at our new apartment.

When I pressed Steve to tell me in advance about any other costs that might be associated with the move, he indicated that one hour of travel time would be added to the move, and he estimated that I would need about $50.00, in materials, of which the first $30.00 would be provided free of charge. When I asked specifically about wardrobe boxes, Steve represented to me that such boxes could be rented for the move at a cost of $10 per box. He estimated that I would need two such boxes (one for each wardrobe closet in our apartment), the cost of which he included in his estimate of $50.00 for materials.

Before booking my move with Mifa, I explained to Steve my need to be out of my apartment by Noon on Saturday. I scheduled the move to start by 9:00 a.m. to ensure that there would be ample time to meet this Noon deadline. During this conversation--and two additional conversations I had with Steve during the days leading up to move to confirm my retention of Mifa's services--I impressed upon Steve my need to remain on schedule. To that end, I also provided Steve with explicit instructions of where we lived in Hoboken and where the movers should park their truck during the move.

To our dismay, the movers did not show up until 11:25 a.m. on Saturday--almost two and a half hours later than scheduled. To make matters worse, no one had the courtesy to call us and tell us that there was a problem or that the movers would be late. When we called Mifa on Saturday morning, 'no one

answered until after 10:00 a.m. At that point, I spoke to Steve and asked him why the movers had not arrived. After contacting the crew, Steve informed us that they were delayed at a job in Brooklyn because a customer had much more to move than he had told Mifa. Steve assured us that the movers would be in Hoboken by 11:00 a.m., and would be able to meet our deadline of leaving the apartment by 12:00.

When the movers finally showed up at 11:25, they did not even offer an apology. The foreman, Serge, curtly informed me that they were late because they were looking for our apartment on Washington Street in downtown New York, and not in Hoboken. (Why it would take them over two hours to figure out that we lived in Hoboken I will never understand). Serge told me that Steve had misinformed us about their being at a different job in Brooklyn.

My wife's concerns about the movers were aroused when she smelled alcohol on the breath of one of the two men assisting Serge. Our uneasiness grew when it took the three men two and a half hours to load their truck with our belongings. While Serge was working in the apartment, the other two men were working at an alarmingly slow and casual pace in bringing belongings to the truck. (In fact, my wife and I even carried some belongings from the apartment to the truck because of our frustration with the very slow pace of the move). The movers' tardiness in arriving and slowness in moving meant that we would have to pay rent on the apartment for that day.

The aforementioned informationis merely a prelude to our two overriding claims against Mifa Moving Company for which we seek compensation. The first claim relates to the blatant overuse of boxes and packing materials which resulted in a cost to us of over $450 for materials alone. This amount is over nine times the cost that Steve had estimated for the job based on our discussion about the items that my wife and I would be moving. Although we had some of our belongings safely packed in milk crates and boxes, the movers saw fit to re-pack these items in boxes they provided. They even re-packed several pieces of luggage by placing them inside boxes. The materials cost was further inflated by the fact that the wardrobe boxes were sold to us for $16.00 per box rather than rented to us for $10.00 per box as promised. As a result of these charges, and of the additional time it took to move us, the original estimate of $264 plus tip for the entire move became an exorbitant $905 plus tip!

Secondly, as you can see from the enclosed pictures, the movers' negligence caused substantial damage to our couch and mattresses. The upholstery on our large couch/sofa-bed was severely torn and soiled when the two movers (not Serge) attempted to transport the couch down the sidewalk on a dolly. The movers' lack of care resulted in the couch tipping over and dragging along the cement sidewalk. (I offer this description

because I witnessed the incident as it occurred). The fact that an incident like this transpired with these movers is not surprising. Not only did we detect alcohol on the breath of Serge's assistants, we witnessed these men drinking cans of beer and smoking cigarettes during the course of the move.

Although the couch was covered in plastic, the accident caused both the plastic and upholstery on the couch to tear. As you can see from the enclosed pictures, both corners as well as the top middle portion of the couch were severely damaged by the movers. Moreover, the corners of both our queen size mattress and box spring were scuffed and soiled in a similar, though less severe, manner (see enclosed pictures).

The couch was purchased twelve months ago from Jennifer Convertibles and was in impeccable condition, It has a value of approximately $900. When we called Jennifer Convertibles to inquire about repairing the damage, we were told by Dominique in Customer Service that it would cost approximately $300 plus tax to repair (she based her estimate on a cost of approximately $200 in fabric and $100 in labor). The mattress and box spring, which were purchased twelve months ago from Mattress Discounters, were also in excellent condition. They have a value of approximately $500.

I have enclosed a copy of our bill and paperwork from Strong and Gentle Moving (a/k/a Mifa Moving Company). I have also enclosed pictures showing the damage to our couch and mattress. As you can see, we paid $25 to insure our belongings against loss or damage. We were instructed by Steve to write to you in order to resolve this matter amicably and expeditiously.

If you wish to discuss this claim with me, I can be reached during the day at work at the law firm of Proskauer Rose Goetz and Mendelsohn at 212-969-3957. In the evenings, I can be reached at home at 212-721-2924. Thank you in advance for your prompt attention to this matter. I look forward hearing from you at your earliest convenience.

Very truly yours,

Andrew M. Gutterman

enclosures

Andrew M. Gutterman
61 West 74th Street #6C
New York, N.Y. 10023

December 12, 1996

Edward Ctsicron
Mifa Moving Company
1122 Avenue X
Brooklyn, N.Y. 11230

Dear Mr. Ctsicron:

I am writing to you due to my inability to make any progress in resolving my dispute with Mifa Moving Company. After having a series of problems with my November 2, 1996 move from Hoboken, N.J. to Manhattan, I was instructed to write to Frank Opec and enclose pictures and details regarding my complaints. I did so on November 11, 1996, only to have my letter returned to me marked "Box Closed -- No Order" on December 3, 1996. After speaking with Steve at your customer service office, I proceeded to write again to Frank Opec on December 4, 1996. That letter was also returned to me marked "Boxed Closed -- No Order" on December 11, 1996.

I spoke to Steve again today about these problems. He told me that he could not provide me with either a phone number or a new address for Mr. Opec. He did, however, instruct me to write to you at the above address so that you could forward this letter to Mr. Opec or whoever handles customer claims for your company. I have enclosed my original letter which details the difficulties I had with my move. I am also enclosing pictures showing the damage that was done to my couch and mattress during the move, as well as copies of my contracts with Strong & Gentle Moving Company, and photocopies of my failed attempts to contact Frank Opec.

It is my hope that you will either personally handle this matter or forward it immediately to someone who will do so. Due to the fact that I have spent six weeks attempting to amicably resolve this dispute, I expect you to handle this matter on an expedited basis.

If you have any questions or would like to discuss this matter in more detail, I can be reached during the day at 212-969-3957. If I do not hear from you, Mr. Opec, or one of your colleagues at Strong and Gentle Moving, I will be forced to take legal action to protect my right to recovery.

Very truly yours,

Andrew M. Gutterman

Andrew M. Gutterman
61 West 74th Street
Apartment 6C
New York, N.Y. 10023

April 7, 1997

Frank Opec
Claims Manager
Strong & Gentle Moving
1734 Second Avenue
New York, N.Y. 10128

Dear Mr. Opec:

I am once again writing to you in an effort to resolve my claim against Mifa Moving Company for damage to my belongings that was caused by your movers during my November 1996 move from Hoboken, N.J. to Manhattan. As you can see from the enclosed documentation, this my fifth attempt to send this letter and accompanying materials to you for your review and resolution. On each occasion my letters have been returned as "undeliverable."

I have contacted the New York Department of State and the Attorney General's Office and communicated my concerns to them. I have also placed this claim in dispute with the NationsBank Visa Gold Claims Department and have sent them the accompanying documentation. The Supervisors at NationsBank who I have been reviewing my claim have requested that I make one more effort to send you these materials.

I have enclosed a copy of our bill and paperwork from Strong and Gentle Moving (a/k/a Mifa Moving Company). I have also enclosed pictures showing the damage to our couch and mattress. As you can see, we paid $25 to insure our belongings against loss or damage. We were instructed by your dispatcher Steve to write to you in order to resolve this matter amicably and expeditiously.

It is my hope that we can resolve this matter privately. If, however, I do not hear from you, I will be forced to take legal action to protect my right to recovery. If you wish to discuss this claim with me, I can be reached during the day at work at the law firm of Proskauer Rose Goetz and Mendelsohn at 212-969-3957.

Thank you in advance for your prompt attention to this matter. I look forward hearing from you at your earliest convenience.

Very truly yours,

Andrew M. Gutterman

Enclosures

Carlotta Gladding

P.O. Rox 244 Wilmington, Vermont 05363
(802) 464-2892
e-mail gladding@sover.net

October 17, 1997

Administrator Gloria Jeff
Federal Highway Administration Office of Motor Carriers
400 7th St. SW
Washington, D.C. 20590

Dear Ms. Jeff:

I am writing you and enclosing various letters and documents on behalf of my daughter, Miranda, who is too overwhelmed at work to follow up on this complicated, tangled bureaucratic circle she is caught in regarding both North American Moving Company in California and Strong & Gentle Moving & Storage in Brooklyn. Both are unlicensed businesses who continue to operate and rip off the public even after fines have been imposed on them and their licenses revoked. Every agency and legal authority 1 have contacted turn their backs, and take no action, instead complaining they don't have the jurisdiction or manpower or money because of government downsizing. Because this is an interstate move, I seek the federal government's attention and help.

We have been given the runaround by almost every agency we have contacted: the NY DOT, the N.Y. Attorney General, the N.Y. (Brooklyn) District Attorney, N.Y. senators and representatives, N.Y. Consumer Affairs Dept., N.Y. and California Better Business

Bureaus, Calif. Public Utilities Commission. Everyone is passing the buck saying this situation is not in their realm of authority, their hands are tied, it's an interstate federal government problem, we have no legal enforcement power, it's a consumer problem etc. Criminals such as the Russian thieves from Strong & Gentle who have been cited in N. Y. Councilman Anthony Weiner's enclosed report on N.Y. moving & Storage Companies are ripping off the public. How this can continue to go on with the government's full knowledge? Practically every legal bureau including the police, the DA and the state and federal agencies is aware of these crooks but noone stops them in their tracks. They continue to operate even though they are unlicensed and agencies have piles of consumer complaints ranging from holding peoples' possessions hostage for exorbitant fees or just plain damage and then take off with items. This highlights the problem of the govcmment's system of bureaucratic, pass the buck, red tape. Even if the elimination of the ICC left the DOT with no manpower or money or lawyers to follow up with consumer complaints, there should be some means to stop this criminal activity. It's unconscionable that there is no legal means (or at least an agency with any power) to put a stop to this criminal action undertaken by unlicensed moving and storage companies.

Why can't the federal government take responsibility and take action to protect the innocent consumer like myself?

Our last hope is to turn to you, the federal government, as this was an illegal interstate move by an unlicensed moving company calling itself North American. These criminals deceitfully represented themselves over the telephone by being listed through 800

Directory Assistance, a regulated govt. authority, as North American, the big well-known(and well-respected) moving company. North American (Isaac Assayag) contra&d with Miranda to move her worldly goods from Bethesda, Maryland, (on May 30, 1997) to storage in Maryland for $2700 (see enclosed estimate) with $85 mo. storage costs after the first month, Some of her belongings were to be dropped off in NYC once she found an apartment, with the remaining items that did not fit were to be delivered to her mother's storage bin in Massachusetts. Instead, her entire shipment (furniture and all) was packed in cartons by Russians from Strong & Gentle Moving & Storage in Brooklyn, N.Y., like North American, another unlicensed mover who have had their license revoked a number of times. Strong & Gentle owes N.Y. over $200,00 in fines yet they continue to operate and rip off the public by extorting money, taking off with goods, damaging items and not paying insurance claims. When the authorities try to subpoena safety records as recently as October 2, these crooks up and move in the middle of the night to avoid the authorities. Neither the police nor the DA's office care'or pursue these crooks. All the federal and state Depts. of Transportation concern themselves with are safety violations of the trucking industry. These government agencies and legal entities should be protecting the public who pays for their very existence and salaries. Where does the ripped off public fit in? Nowhere, so we've been told since there is an excuse or loophole in every agency.

Miranda's goods were illegally shipped to and put into storage in Strong & Gentle's warehouse in Brooklyn even though we were contracted with North American to store

our things in Maryland. The packers from Strong & Gentle left us with no paperwork whatsoever yet we were told we'd get it once the things were unloaded at the warehouse-we didn't for over a month. When I asked where the warehouse was, they said Hagerstown, a nearby town so I didn't think anything of the Ryder truck they used. After numerous repeated phone calls to Mike Greenberg, the supposed owner of North American, requesting an inventory list, Miranda received by fax the enclosed inflated bill on June 19 for $6 159, far exceeding the original estimate of $2720, North American billed her for $3,000 for packing materials (boxes were used to pack all the furniture) which was NEVER mentioned to us in relephone conversations with the salesman, Isaac, in the original estimate. Therefore, we are refusing to pay this additional excessive amount, which is a repeated practice of this company according to other complaints various agencies have received. Finally, on July 7, Miranda received a faxed inventory list (see attached) which showed her things being stored at Strong & Gentle in Brooklyn, N.Y., not Maryland. Needless to say we blew up at Mike Greenberg, the supposed owner of North American, who answered our complaint by saying that since the: shipment was going to New *York* eventually, he decided to store it there. I'm sure he did so knowing that he could cut a deal with the crooks from Strong & Gentle, the Russians who were our packers and movers. Greenberg told us to send him some money to pay the packers. We have sent him no money-thank goodness! When selecting a mover, one criteria was that Miranda needed to have access to the storage facility to take measurements of furniture once she was ready to move into an apt. in NY. She also needed to get clothes out for weddings she was in throughout the summer in Maryland. Isaac, the person who wrote the original estimate told us that there was no problem accessing the warehouse. Of

course, her things were all boxed up and then ended up in Brooklyn not Maryland, yet another breach of contract.

All along we thought we were dealing with the reputable North American Van Lines since I did get the number from 800 Directory Assistance. I finally called the President of North American based in Indiana to complain and found out that I had not been dealing with the" real" North American at ail. The legitimate company was, in fact, suing the California company for use of name and that they had received numerous similar complaints. It wasn't until after I was informed of and read with astonishment N. Y. City Councilman Anthony Weiner's in-depth press conference on September 7, 1997 (see enclosed) about the unscrupulous moving and storage industry in N.Y. (which officialdom turns their backs on) did I find out that my daughter's worldly belongings were in the hands of crooks calling themselves Strong & Gentle (they bad operated under various aliases over the years, including Mifa Movers). The owner also goes by different names, Eddie, Etienne, Frank, Moses.

There is obviously a link between these two scam operators who continue to operate but we can't get any immediate action from any agency or legal authority. The last contact I had with Mike Greenberg at North American on the phone was about 6 weeks ago when he told me to send a check for $2500 and then Miranda could go to the storage site and get some things out. He threatened a second time to sell her things if we didn't comply. I was advised by various agencies not to send any money as then they'd have our things

and money. Plus I have an ethical problem of sending money to an unauthorized mover who showed blatant disregard for her wishes violated the agreed-upon estimate/contract that they sent us by storing her things in Brooklyn with yet other crooks, inflating the bill over 2 ½ times and now not even providing us with any proof where her things are and whether they still exist. I have repeatedly asked for weigh slips and other documents I have a legal right to see. The warehouse on 48th Street where Strong & Gentle supposedly last operated has been vacated as of October 10, according to both the N.Y. and U.S. Dept. of Transportation.

The N.Y. DOT has been as helpful as they can offering to help Miranda get her belongings through a"sting" at Strong & Gentle yet the DOT received no police and legal backup from the N.Y. DA or the N.Y. Attorney General. On I 0/9 Thomas at Strong & Gentle told us we have to deal with North American to resolve the bill and arrange for delivery (which the N.Y. DOT can't help us with since North American is in Califomia)which leaves us further frustrated and angry and in limbo. My daughter needs an official with authority to deal with the crooks at North American who are just going to tell us to send a check and then she'd get her things. October 2, Lawrence Hawthorne from the US DOT Dept. of Motor Carriers went to Strong & Gentle's warehouse at 146 48th Street to subpoena their records. He would return there I 0/1 6 to retrieve them. In the interim, Thadius Flint from the N.Y. DOT visited the warehouse on 1 0/1 0 only to find the warehouse emptywith some boxes literally left on the sidewalk. The Gladding shipment was not there and at this moment the address of the new warehouse (if one

exists) and the employees is unknown although phone records are being investigated. My daughter plans to move into an apt. in NYC on Nov. 1 and she now doesn't know whether she has any belongings to move in; plus, as the weather turns colder she is stuck with all of her entire fall and winter wardrobe trapped in storage, as well!

We can't seem to get anyone to find the Strong & Gentle crooks, and to legally demand that they show her and the authorities where her goods are and to arrest these crooks and padlock their warehouse. If they have in fact gotten rid of her shipment then at least she can accept that and plan accordingly (to purchase a bed and other necessities), as well as to start filing lawsuits and claims. This situation has dragged on for months because we are dealing with state and federal agencies and the bureaucratic red tape. Isn't there some legal authority that can step in on Miranda's behalf?

This gets so complicated because of an interstate aspect. Yet, my daughter's things continue to be held hostage by illegally operating companies who should be regulated and policed by SOMEONE even if the local authorities continue to turn their backs on consumers for legal, regulatory or other reasons. The N.Y. DOT says their hands are tied because ours is not an intrastate move, but rather interstate, the N.Y. Dept. of Consumer Affairs which oversees storage facilities, says it can't act because they haven't determined whether Strong & Gentle is charging for pay for storage(we are being charged $85 storage according to our "bill") and the legal authorities, the police and DA and Attorney Genera!, won't intercede for "political" reasons beyond my comprehension. WHO

WILL-not just for my daughter, but on behalf of many other consumers who are being ripped off and their lives turned upside down.

By the way, I just found out from the California Public Utilities Commission, which has enforcement power for intrastate moves in Calif, that Strong & Gentle has an operation in California at 10350 Santa Monica Blvd. in Los Angeles. These are slick characters government officials have said they might be the Russian mafia and Middle Eastern crooks who probably don't even have legal immigration papers. Aren't you embarrassed that they are outwitting you officials? Doesn't the voting public have a right to be protected by enforcement agencies against crooks such as these? I hope an upcoming report done by ABC's 20/20 will deluge federal offices with complaints and bring some sort of federal action. But in the meantime, I hope you will give me the courtesy of answering this letter and letting me know what action will be taken specifically on my daughter's behalf. We intend to file legal charges and would like to know whether the Attorney General would act on our behalf since we are not financially prepared to hire a competent transportation attorney to handle this complicated case which involves two states. How would you like this to happen to one of your family members?

Sincerely,

Carlotta Gladding
On behalf of Miranda

cc: Mac Mann, George Reagle, Bill Waldorf', Att. Gcn. Daniel Lungren, Atty. Gen.Dennis Vacco, Paul Vianni, Sen. Alfonse D'Amato, Councilman Anthony Weiner, Congresswoman Carolyn Maloney, Gary Almond, Charles I lynes, Rich Clark, Lawrence Hawthorne, Mayor Giuliani, N.Y. BBB

MIRANDA GLADDING
440 East 57 Street Apt. 20A
New York. New York 10022
(914)834-7180 - work
(212)755-7076 - home

September 23,1997

Congreswoman Caroline Maloney
1 LO East 39th St. 2nd floor
New York, N.Y. 10022

Dear Congresswoman Maloney:

I hope you can help me quickly resolve the very complicated moving and storage issues that have been outlined in the enclosed letters. Can you follow through with contacting the U.S. DOT and N.Y. State DOT and attorneys general in both New York and California to address this major problem with illegal, unlicensed moving and storage companies? Neither DOT agencies have the manpower or authority or legal expertise to pursue any criminal actions against these unfortunate consumer nightmares ever since the Interstate Commerce Commission (ICC)was dissolved December 31, 1995. Both New York and California have been the states with the worst consumer complaints regarding extortion, 'inflated bills and illegal companies 'handling peoples' lives in a box, sometimes never to see their personal belongings again. It was suggested by these agencies to contact mv state congressmen for assistance to bring this to the Federal Government's attention. Somebody-needs to be the watchdog agency to protect the consumer, not just to have the DOT oversee the trucking industry's safety violations. There is no central authority who has any power to handle consumer complaints.

My mother. Cariotta, has been kind enough to help me with this case but as a New York resident now. I am looking to my representatives to intercede so that I can pull my thing out of Strong & Gentle as soon as possible and relocate them into Chelsea Mini Storage in Manhattan. I don't want anyone from Strong & Gentle to know where I am going to be living. These people should be behind bars and closed down. I am hoping the Attorney General's office will also step in with legal authorization to advise me what to do. I am presently living with my grandmother here in Manhattan until I sign my lease in November.

This is a very complicated case involving both 'interstate and intrastate issues. Northamerican Moving & Storage based in California was unlicensed when they moved me May 30. They somehow got their license July 28 even after tons of complaints to the BBB of Calif. and also are being sued by North American Van Lines for use of name. I don't feel I should pay an illegal mover for an inflated bill of $6159.24 which includes $3000 worth of packing materials which was never mentioned to me when I first agreed upon the written estimate they provided. Of course, I just found out in mid July they were not licensed. After all, I thought I was dealing with the "real?, reliable, legitimate Northamerican Van Lines-The fraudulent Northamerican also now got me hooked up with yet another unscrupulous illegally operating company, Strong & Gentie in New York ,who is supposedly storing my things. mv life. Northamerican wants me to send them a check for $2500 before I can even go and look at my things. If I don't, they have threatened on several occasions to sell my belongings. Of course, my things were supposed to be stored in Maryland and they ended up in the hands of Strong & Gentle. thanks to Northamerican. There is obviously a connection between the two companies. I want to nab these guys on both coasts and prevent other innocent consumers from becoming victims.

I am enclosing a copy of City Councilman Anthony Weiner's scathing press conference which hopefully will add fuel to exposing and creating awareness for the consumer. Lawrence

Hawthorne the investigator for the U.S. DOT is investigating the link between the two companies and perhaps others. He can do nothing though, regarding the criminal process which I hope the attorneys general will intercede. Could you please follow up with the status at Mr. Vacco's office'? Bill Leonard from the NY DOT has also tried to get him involved but feet are being dragged and every day that goes by 1 feel I'll never see my belongings again. The tv show. **20/20,** also plans to do a segment on the nationwide probiems within the moving and storage industry which has gotten totally out of hand.

I hope I can count on you to follow up with the appropriate authorities to close these people down, but mostly I want my 6 lbs. of my life back. I've been told that once politicians step in, things happen and agencies are put on their toes. I hope I am right.

Looking forward to hearing from you soon.

Sincerely.

Yvonne Gardner

Carlotta Gladding

P.O. Box 244 • Wilmington, Vermont 05363
(802) 464-2892 fax # (802) 464-2184
e-mail gladding@sover.net

September 8, 1997

To: Robert Ryback - Attorney for NY DOT (518)457-2411
Bill Leonard NY. State DOT (800)786-5368
Lawrence Hawthorne - Investigator for U.S. DOT. (609)637-4229
Mac Mann - US. Dept. of Transportation, California (909)653-2299
Miranda Gladding (914)834-7180
Attorney General's office of New York- Dennis Vacco(518)4744-7330
Attorney General's office of California -Daniel Lungren(916)445-9555
Better Business Bureau of California (714)527-0783
Better Business Bureau of New York (212)533-6200
Rich Clark, counsel for North American Van Lines 1(800)348-2111

You will find enclosed copies of estimate, inventory and certified letter written to Mike Greenberg, owner of North American Moving Storage Inc. which outlines the terrible situation my daughter, Miranda, has been caught in regarding her move form Bethesda, Maryland to storage at Strong & Gentle in Brooklyn, N.Y. Her original request to be stored in Maryland as is shown on the estimate was ignored. When she located an apt in NYC some of her things would be delivered there, with the remainder to be delivered to another storage facility in Masschusetts. Everything that could go wrong did, and then some, knowing now that **we** were dealing firstly with **an unauthorized mover,** North American, based in Los Angeles and owned by Mike Greenberg, phone (888) 888-8107 and then another fraudulent **unlicensed storage company** they are in cahoots with, Strong & Gentle, 146 48th St. Brooklyn, (800) 3004432 & (718) 768-7307 supposedly owned by Etienne Tsitron who also goes by various other names, Eddie, Frank etc. etc.

Needless to say, I never got a response from Mike at North American to my letter despite further repeated phone calls-he was "not in the office," "out of the country", "on the phone" etc. etc. The last time I spoke with him was on September 4 and he denied ever receiving my certified letter of July 23 because he was out of the country although I did receive the return receipt. I told him my daughter in New York needed to get access to her storage bin at Strong & Gentle. He said we needed to send him a check for $2500 and then we could go to S & G. If we didn't, he threatened, a second time., to sell our stored things

claiming he a had a legal right to do so. At the time, I had no knowledge of the illegal, unauthorized situation involving Strong & Gentle as was recently exposed in a press conference by City Councilman Anthony Weiner (718)332-9002 in front of Strong & Gentle, the worst unlicensed offender yet still operating. I told Mike that I had called S&G (800)300-6432 and Scotty at the NYC office of S&G referred me to "Richie" at the warehouse (718)768-4849 answered the phone "AAA Moving" told me I **couldn't** go to the storage facility to look at and remove some of my things because it was a commercial facility and the public was banned. Mike, of course told me differently and ended up hanging up on me saying he would refuse to talk with me until I sent him a check By the way we have never have received a bill or any correspondence from him. When I asked Richie about "AAA"s" affiliation with S & G he said S&G used to be in their warehouse although he refused to give me the address, and also said they had 6 warehouses and didn't know where our things were, I asked Richie who the owner/ manager of S &G was he said Frank Opeck-apparently a signal to whomever answers a call asking for Frank to refuse the call.

This nightmare never would have happened if I hadn't called the "800" toll free information operator and asked for the listing for "North American" the moving company, and she gave me the fly by night, scam N.AM. Calif. phone number. A month later, after getting no response or cooperation from that company, I decided to complain to the North American headquarters in Ft Wayne, Indiana where I spoke with Cindy Balestra in the President's office who informed me that they had received numerous complaints from other people who were also given the Calif # and were being taken for a ride. She told me that the real N. American was filing a suit against the California company for duplicating use of their name.

Meanwhile we are caught with a double problem, **interstate, and intrastate** big moving scams with no common regulatory agency to complain to and to help watchdog the household goods moving industry because the ICC was abolished on Dec. 31, 1995. There are no longer any Lawyers or personnel to handle consumer complaints. Now to find out we were dealing with an illegitimate moving company in Calif., N. American, which was **UNLICENSED** and illegally agreed to move us on May 30-(somehow they were given authorization on July 28 after many previous attempts) plus last week finding out the scoop on S&G has sent us over the edge, realizing this is way over our heads, knowing that all kinds of agencies are investigating these two companies. Being a strong consumer advocate, I would like to see justice brought against these two companies, I don't understand why the police can't shut down S&G and N. Am. and any other companies they are in cahoots with, knowing that a multitude of complaints and fines have been filed against them. We have lost all faith in the state, local and federal agencies who should be protecting the public from low lifes such as these. Can't someone help us and other victims of such

illegal operations of jacking up costs-such as 2 1/ 2 times our original quote plus eliminating these illegal, unauthorized companies. Why was N.Am. even given their authorization to operate on July 28?

I hope someone can intervene and help us in this complicated situation. We would be glad to go on record to file a formal complaint, file a class action suit along with the other victims to nab these crooks. I want to get my things out of Strong & Gentle and placed in Chelsea Mini Storage in NYC until I move into an apt.

Looking forward to hearing from any of you ASAP as to how to proceed and what is being done, legally to stop these crooks

Sincerely,

PINELLAS COUNTY
DEPARTMENT OF CONSUMER AFFAIRS
P.O. Box 17268
Clearwater, FL 3462200268
(813) 530-6200

Ref. # 9302163

COMPLAINT

PLEASE PRINT

YOUR NAME Richard R. Follett

Address 501 East Ryder Avenue

City Landis, State NC Z I P 28088

Home Telephone (704) 855-1304 Business Telephone (704) 786-4204

COMPLAINT IS AGAINST: A AABCO Moving Company/Sunshine Movers

Person Dealt Uith

Address P.O. Box 10236

City St. Petersbura, State FL ZIP 33733-0236

Telephone

Oate of Transaction Product/Service

STATE COMPLAINT • Attach copies of all Documents: Contract, Checks (both sides), Receipts, Bills, Estimates, and Invoices.
(Use Additional Pages if Necessary)

SEE ATTACHED

Signature of Canplainant Date

What Adjustment do you consider fair?

OFFICE USE

Disposition INF

11	7	3

Ref./Adj. $

Deb, Please do reply indicating co. closed & owners moved out of state give any forwarding address you may have. Tell them state can't represent them in court for damages.

Richard R. & Patricia L. Follett
501 East Ryder Avenue
Landis, NC 28088
Home: (704) 855-1304
Office: (704) 786-4204

February 15, 1993

State Attorney's Office
STATE OF FLORIDA
P.O. **Box 5028**
Cleanvater, FL 34618

State Attorney's Office
Consumer Fraud Division

RE: Complaint against A. AABCO Moving Company and Sunshine Movers of St. Petersburg

Dear District Attorney Representative:

Over the past nine months we have sought some degree of restitution against above referenced ~~one and the same~~ moving companies with respect to business improprieties and damages. To date we have been virtually ignored with any overtures on their part extracted and unacceptable.

At the end of April 1992, we contracted with Sunshine/A. AABCO to have our household goods professionally moved from Indian Rocks Beach, Florida, to North Carolina The companies breeched their agreement regarding shipment schedule, ignored our inquiries, and delivered furnishings with documented damages in excess of $1000. Sunshine/A. AABCO continue to be uncommunicative and uncooperative, and to date we have unable to attain satisfactory remedy.

Therefore, we request initiation of appropriate action toward (1) applying Florida Law as is bears on public consumer protection and welfare, (2) publicly recognizing Sunshine Movers and its interstate subsidiary, A. AABCO Moving Company, as one acting with apparent impropriety and professional negligence, and (3) gaining pecuniary restitution for damages incurred through improper wrapping and handling.

As previous twenty year residents of Pinellas County, continued property owners and taxpayers in Florida, we request and will greatly appreciate any assistance you may provide. Enclosed correspondence and documentation should provide a complete dialogue of the problem we have and continue to encounter.

With best regards,

Richard R. Follett

Enclosures

cc: A. AABCO Moving Company/Sunshine Movers

filed with: Florida Public Service Commission, Tallahassee, FL
Florida Department of Consumer Services, Tallahassee, FL
Florida State Attorney's Office, Clearwater, FL
8 on Your Side, Channel 8 News, Tampa, FL

Richard R. & Patricia L. Follett
501 East Ryder Avenue
Landis, NC 28088
Office (704) 786-4204

October 12, 1992

Ms. Jane Eaton
GREAT AMERICAN INSURANCE
P.O. Box 3748
Cincinnati, OH 45201-3748

RE: A. AABCO Moving Company/Sunshine Movers
St. Petersburg, FL

Dear Ms. Eaton:

Please excuse my being remiss in furnishing the documents you have requested. It is somewhat encouraging that we have not been the only parties taken afield by the above mover(s). As a point of clarification, A. AABCO is the interstate carrier arm of Sunshine Movers which, to the best of our knowledge, are owned one and the same.

We will continue to offer Great American any assistance in settling this matter as we hope you will reciprocate. Please understand that we will join any individual or class action designed to bring the matter of damages to a successful conclusion.

We sincerely thank you for your timely interest.

With best regards,

COPY

RICHARD R. FOLLETT
Claimant

CC: Interstate Commerce Commission
A. AABCO/Sunshine Movers

Attachments

Richard R & Patricia L. Follett
5 10 Crystalwood Court
Concord, NC 28027
Home: (704) 784-3397
Office: (704) 786-4204

September 12, 1992

Spencer W. White
BAREFOOT & WHITE
Carrier's Agent for Service Process
3 14 South Eugene Street
Greensboro, NC 27402-0570

and

Attn: Joan Lowery
GREAT AMERICAN INS., CO.
Cargo Insurance Carrier
P.O. **Box 2757**
Cincinnati, OH 45201

RE: A. **AABCO Moving Company/Sunshine Movers**
St. Petersburg FL

Dear Mr. White and Ms. Lowery:

The Interstate Commerce Commission's Atlanta Office has been kind enough to forward me your names and addresses with respect to affiliation with the **above named** moving company, although, I understand Great American cancelled coverage July 28, 1992. A. AABCO has and continues to be unresponsive, unprofessional and non-communicative with respect to our claim for damages to household goods pursuant to moving services between May 1 and May 26, 1992 from Indian Rocks Beach, Florida, to our present address. Through apparent mishandling, we have sustained in excess of $1000 in damages either figured under elected "Full Value Protection" insurance or standard of 60 cents per pound The carrier is offering an insulting $75.00 settlement.

If either of your firms could be of assistance in bringing this matter to a satisfactory conclusion my wife and I would be greatly appreciative. **The avenues** for relief are rapidly diminishing and, although recourse through the courts or media are not options we are looking forward to exercising, there appears little alternative left, Again, we would appreciate any guidance you might have to offer.

With best regards,

COPY

RICHARD R **FOLLETT**

cc: Heather Siegel, Claims
A. AABCO/Sunshine

INTERSTATE COMMERCE COMMISSION
1371 Peachtree Street, N. E.
Room 638
Atlanta, Georgia 30309
(404) 347-2169
August 21, 1992

Mr. Richard R. Follett
510 Crystalwood Court
Concord, NC 28027

Re: A.AABCO MOVING COMPANY/SUNSHINE MOVERS
St. Petersburg, FL

Dear Mr. Follett:

Attached is a copy of my letter to the above-named carrier in regard to your claim.

This Commission has no authority to decide the merits of disputed claims for inconvenience and loss and damage. If you cannot reach a satisfactory settlement with the carrier, your recourse is through the courts. The carrier's agent for service of process in the state of North Carolina is listed below. You may also wish to file a claim with the carrier's cargo insurance carrier. That information is also shown below.

Spencer W. White
BAREFOOT AND WHITE
314 South Eugene Street
Greensboro, NC 27402-0570

Cargo Insurance:
Great American Insurance Co.
Attn: Joan Lowery
P. 0. Box 2757
Cincinnati, OH 45201
Effective 2/3/92-Cancelled 7/28/92

I regret I cannot be of further assistance to you in this matter. However, if you have any questions, you may contact me at the above address or telephone number.

Sincerely,

Alma Bowles
Transportation Industry Analyst

Attachment:

INTERSTATE COMMERCE COMMISSION
1371 Peachtree Street N.E., Room 638
Atlanta, Georgia 30309
Area Code 404-347-2169
August 21, 1992

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

A.AABCO MOVING COMPANY/SUNSHINE MOVERS
2301 3rd. Avenue, South
St. Petersburg, FL 33712

Attention: Brian McDuffey

Re: Richard Follett - Loss and Damage Claim
From: Indian Rocks Beach, FL to Concord, NC
Delivery Date: 5-25-92

Dear Mr. McDuffey:

Please advise me in writing of your handling of the above claim, furnishing me copies of any correspondence you have sent to claimant.

Your prompt attention to this matter will be appreciated.

Sincerely,

Alma Bowles

Alma Bowles
Transportation Industry Analyst

cc: Richard R. Follett
510 Crystalwood Court
Concord, NC 28027

RELEASE

In consideration, on the sum of $ 75.00 .
I, Richard Tolleyt do hereby release
and forever discharge, A. AABCO Moving company
and it's agents from any claim of any nature of
any kind what so ever.

Signature._____

Date._____

M.D.

STANDARD FORM FOR PRESENTATION OF LOSS AND DAMAGE CLAIMS UNDER UNIFORM HOUSEHOLD GOODS BILL OF LADING

See Other Side For Instructions (What other side?)

TO SUNSHINE MOVERS DATE 7/18/ 1992

Name of Carrier on Bill of Lading

P.O. Box 10236, St. Petersburg, FL 33733 NO None

Street City State Bill of Lading or Shipment

Claim is made against your company for ☒ DAMAGE ☐ LOSS In Connection with Following Shipment

Claimant No.

Carrier B/L No.

FROM	TO
Richard R. & Patricia L. Follett	Richard R. & Patricia L. Follett
Shipper or Consignor on Bill of Lading	Consignee
2406 Gulf Blvd., #102	510 Crystalwood Court
Street Address	Street Address
Indian Rocks Beach, FL 34635	Concord, NC 28027
City and State	City and State
Warehouse Name Loaded From	Warehouse Name if Delivered to Warehouse

Total value of goods shipped on this bill of lading $____ Replacement cost $____

Total transit insurance secured by carrier for you $ Full Value Did you pay premium X Yes — No

Released value shown on bill of lading 60 Cts. per pound per article.

State where shipment was temporarily detained in storage either at origin, or destination: Florida

Has notice of loss been forwarded to any agent of the company. Yes No Name of Agent Yes/Owner/via Certified Mail/Carrier

If claim u for breakage or shortage to items packed in containers give following information:

By whom packed ____ By whom unpacked ____ Date Unpacked ____

Was packing container damaged? ____

When was damage or shortage discovered ____ By wham discovered ____

Do you have your own personal property insurance Yes ____ No X Amount of policy $____ No. ____

Name and address of company writing thu policy ____

DETAILED STATEMENT SHOWING HOW AMOUNT CLAIMED IS DETERMINED

LIST NUMBER, DESCRIPTION OF ITEM, NATURE AND EXTENT OF LOSS OR DAMAGE	DATE ACQUIRED	ORIGINAL COST	WEIGHT	AMOUNT CLAIMED
Blueprint Cabinet, Lamination broken & chipped	05/84	$ 300	175	$ 98.50
Antique Oriental Trunk, scratched & gouged	06/88	450	45	91.50
Coffee Table, scratched & gouged	06/88	150	35	110.00
Oek Hutch, scratched & chipped	06/88	320	110	78.50
Oak Desk, scratched & gouged	06/88	475	190	92.25
Antique Stool, scratched & joints loosened	06/88	125	20	51.50
Oak Entertainment Center, scratched & [illegible] ose	06/88	465	260	75.00
Set of Antique Stack Tables, scratched & joints	06/88	165	45	60.OC

CONTINUED ON REVERSE SIDE CONTINCED ON REVERSE SIDE CONTINUED ON REVERSE SIDE

Your claim cannot be settled unless freight charges are paid and paid Bill attached to this claim, or Indemnity Bond made against duplicate claim. Your claim can be handled qui[illegible] attach a repair Estimate from a reliable repairman.

Reference should be made to number in the [illegible] and corner of this form in all correspondence pertaining to this claim. Claimant will please explain under "Remarks" the absence of any of the [illegible] called for in connection with this claim. When for any reason it is impossible for claimant to produce original bill of lading or paid freight bill [illegible] should indemnify carrier or carriers against duplicate claim, supported by original document.

NOTE: IF CLAIM IS TO BE [illegible] WITH ANOTHER PARTY, SO AUTHORIZE UNDER "REMARKS"

REMARKS: The Carrier has never furnished any substantiating Bill of Lading.

The undersigned, signer of the foregoing statement, hereby ma[illegible] to and that no material fact is withheld that should be included in th[illegible] $____ which is to be considered as a full rele[illegible] particularly from any and all claims and demands rising out of the [illegible]

[illegible]emn oath to the truth of statements contained herein, and exhibits attached here[illegible] For the purpose of obtaining money on the above claim I hereby demand [illegible] discharge from any and all claims and demands accruing prior to this date, and [illegible]en described in the foregoing statement.

STATE OF ____

COUNTY OF ____

Sworn to before me this ____ day of ____

(Notary Public)

My Commission expires ____

Form 215 — Stock Printing Corp.

(Signature of Claimant)

510 Crystalwood Ct, Concord, NC 2802'

Present address

See over before signing.

DAMAGES DESCRIPTION (Continued)

Description	Date	Cost	Weight	Claimed
Antique, Hand Made Hutch, scratched & gouged	1972	$ 1500	70	$ 110.00
Antique Grandfather Clock (1600s), scratched	1980	6500	90	45.00
4 Piece Bedroom Suite, scratched	06/88	1600	575	121.50
3 Piece Computer Desk, finish marred	08/90	100	90	140.00
Sub-Total, Furniture		12150	1705	1222.25
Stereo receiver 8 amp, signal failure	08/88	250	30	120.00
Total		$ 12400	17355	$ 1342.25

A AABCO Moving Company
P.O. Box 10236
St Petersburg, Florida 33733

[
[
[

Dear Sire,

In order for out company to process your claim we must have claim form completely filled out including weight on each item.

Please complete and return to above address at your earliest conveince so that we may properly handle your claim.

Thank You

Sincerly,

Heather Siegel
Claims

vb/HS

RICHARD R & PATRICIA L. FOLLET
5 10 Crystalwood Cou
Concord, NC 280:
(704) 784-33

August 8, 1992

Heather Siegel, Claims
A AABCO Moving Company
P.O. Box 10236
St. Petersburg, FL 33733

RE: Damages Claim

Dear Ms. Siegel:

Please find amended and completed *Standard Form for Presentation of Loss and Damage Claims* p your letter of request, undated. You are in previous receipt of damage repair estimates. I trust you and AABCO will proceed in a timely manner to bring this matter to conclusion and to our mutual satisfactio

Best regards,

RICHARD R. FOLLETT

230188

Annie's Cane Shop
Hwy 601 south Bypass
782-4937

Customer's Order No. _____ Date July 14, 1992

Name Richard Patty Follett

Address 310 Crystalwood Ct.
Concord 784-3397

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	PRICE	AMOUNT
1	Trunk - Refinish		225.00
1	coffee Table Mh. Refinish		150.00
1	Grandfather clock Touch up		25.00
1	Stool oak Refinish uph. Bottom		50.00
2	pieces oak Sec. Touch up		30.00
1	Entry Center touchup		30.00
3	Nesting Tables oak Refinish		100.00
1	Mint. China Hutch Touch up		30.00

ALL claims and returned goods MUST be accompanied by this bill.

Rec'd By

230189

Annie's Cane Shop
Shop Hwy 601 South Bypass
782-4937

Customer's Order No. _____ Date July 14, 1992

Name Richard Patty Follett

Address 310 Crystalwood Ct.
Concord 784-3397

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	PRICE	AMOUNT
1	Dresser Base oak finish Touchup		25.00
1	Bed Frame + closet units Touchup		30.00
1	computer center		
1	computer file cabinet Needs replacement Cost.		
	25.00 Est. Fee		
	Total		720.00

ALL claims and returned goods MUST be accompanied by this bill.

Rec'd By Annie Young

Ray's Upholstery

2506 Dawson Street
KANNAPOLIS, NORTH CAROLINA 28081
Telephone Day or Night 932-2164

SHOP CORNER OF DAWSON AND SPRING GARDEN

Name Richard Follett

Address Kensington Apt 510

City Concord N C

CASH

CHECK

Quan.	Description	Amount	
	Damaged Furniture.		
1	Secretary Desk	100	0
1	Antique Grandfather Clock	50	0
1	Wood Stool	25	0
1	Coffee Table	70	0
1	Chest/Trunk	75	0
1	Entertainment Center	75	0
1	Computer Center	100	0
1	Blueprint File Cabinet	150	0
1	4 Piece Bedroom Suite	150	0
1	Set of (3) Stack Tables	50	0
1	Antique Hutch	75	0
1	Antique Clock	60	0
	Total	980	0
	Total		
	Tax		
	Total Amt.		

If we meet and you forget me
You have lost nothing
But if you meet JESUS CHRIST
And Forget Him
You Have Lost Everything

By Ray Green
Owner

SALES SLIP

Crafted By
CLASSIC COUNTRY LTD.
1410 South Main Street
KANNAPOLIS, NORTH CAROLINA 28081

Estimate of repairs

Customer's Order No. _____ Phone No. _____ Date 7-11-92 19__

Sold To Patti + Richard Follette

Address 510 Crystalwood Ct KNN.

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD	PAID OUT
	Estimate on Repairs					

QUAN.	DESCRIPTION	PRICE	AMOUNT
1	Antq Trunk	(1)	91.50
1	42" Coffee tbl	(2)	110 00
1	Antq Hutch	(3)	319 25
1	Antq Stool	(4)	51 50
1	OAK Entertainmt Ctr	(5)	75 00
1	4 PC Bed RM Suit	(9)	121 50
1	Antq Grandfather Clk	(8)	45 00
1	Set 3 pc Stk Tbl	(6)	60 00
1	Antq Handmade Hutch	(7)	110 00
1	Computer Desk	(10)	140 00
	Cont Next Pg	TAX	
		TOTAL	

ALL claims and returned goods MUST be accompanied by this bill.

1985774 Rec'd by

GrayLine PRODUCT OF WILSON JONES, U.S.A. CARBONLESS PAPER FORM 50-461

Crafted By
CLASSIC COUNTRY LTD.
1410 South Main Street
KANNAPOLIS, NORTH CAROLINA 28081

SALES SLIP

Cont. From Previous Page

CLASSIC COUNTRY LTD.
1410 South Main Street
KANNAPOLIS 28081

Customer's Order No. _____ Phone No. _____ Date 7-11-92 19__

Sold To Patti + Richard Follette

Address _____

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD	PAID OUT
	Estimate					

QUAN.	DESCRIPTION	PRICE	AMOUNT
1	Blueprint Calumet 3X24X48	(11)	98 50
	(See Attached Descriptions)		
		TAX	
		TOTAL	

ALL claims and returned goods MUST be accompanied by this bill.

1985773 Rec'd by

GrayLine PRODUCT OF WILSON JONES, U.S.A. CARBONLESS PAPER FORM 50-461

SUNSHINE MOVERS

P.O. Box 10236, St. Petersburg, Florida 33733-0236, St.Pete./Clw. (813)791-7164, Tampa (813)225-1352

Dear Sir,

Please fill out the enclosed claim form and return at your earliest convenience.

thank you

H Siegel

RICHARD R. & PATRICIA L. FOLLETT
510 Crystalwood Court
Concord, NC 28027
(704) 784-3397

July 18, 1992

H. Siegel'
SUNSHINE MOVERS
P.O. Box 10236
St. Petersburg, FL 33733-0236

RE: Loss and Damage Claim

Dear Mr./Ms. Siegel:

We are in receipt of Form 215, "Standard Form for Presentation of Loss and Damage Claims under Uniform Household Goods Bill of Lading" postmarked July 2, 1992, from St. Petersburg. In consideration that your company never prepared a completed or itemized Bill of Lading with respect to content, weight, or State and Federal law, it is not possible to provide full information requested. I would also question the legality of the pre-notarization stamp found at the bottom of the form.

Please find attached two bonified estimates for furniture and household good repairs necessitated by damages caused through the neglect of Sunshine Movers. I would like to emphasize that none of the furniture was blanketed coming off the delivery truck on May 26. We are entitled to full reimbursement under the terms of our Full Value Protection agreement.

As I am sure you are aware by our previous correspondence, we are. at best, extremely displeased with the lack of professionalism, disregard for customer courtesy, delays, neglect, and possible legal infringements exhibited by Sunshine Movers with respect to this move. Should you make prompt payment on the enclosed claim, we will reconsider any further restitution. If we again experience your historical attitude and approach, please be assured additional remedy will be sought.

With best regards,

COPY

RICHARD R. FOLLETT

enclosures

cc: Teressa Marra, Esq.
S.A. Grossman, Esq.

RICHARD R. & PATRICIA L. FOLLETT
510 Crystalwood Court
Concord, NC 28027
(704) 784-3397

June 17, 1992

INTERSTATE COMMERCE COMMISSION
800 Briar Creek Road
Charlotte, NC 28205

RE: Inquiry

Dear Charlotte Office:

My wife and I relocated from Indian Rocks Beach, Florida, in May to the above address. We contracted with Sunshine Movers, P.O. Box 10231, St. Petersburg, FL, 33733, (813) 581-7154, who picked up our goods on April 29, 1992. It is our understanding the company does business as A. AABCO Interstate Transfer for long distance, out-of-Florida moving.

Despite an agreed 10 to 12 "day delivery period, our furniture and household goods never left the warehouse until Saturday afternoon' evening, May 23. They arrived Memorial Day, May 25, in the late afternoon by private hauler in a leased U-Haul van. With the exception of our name and Florida address, no completed shipping document was ever furnished pursuant to contents and terms.

It is our understanding the ICC is designed to protect the public with respect to interstate transactions. We are bringing this matter to your attention to inquire as to whether or not Sunshine Movers has acted consistent with law and your regulations. It may require your further investigation for which we will be most cooperative, or, if not within the ICC'S jurisdiction, we would appreciate any alternative Federal or state agency attention.

This inquiry has the purpose of being solely in the public interest regarding present and future interstate transactions by Sunshine Movers and is not intended as a personal vendetta. As a courtesy, we are furnishing a copy of this inquiry to that company, although it has failed to reply to our direct, certified correspondence of May 29 regarding damages. Your timely assistance is most appreciated.

Sincerely,

COPY

RICHARD R. FOLLETT

cc: Sunshine Movers

RICHARD R. & PATRICIA L. FOLLETT
510 Crystalwood Court
Concord, NC 28027
(704) 784-3397

June -15, 1992

LETTER TO THE EDITOR, The St. Petersburg Times
P.O. Box 1121
St. Petersburg, FL 33731

RE: Know Your Mover

Dear Times Editor:

After nearly a twenty year tenure on the west coast of Florida, my wife Patti and I relocated to North Carolina's greater Charlotte area in May. After contacting several moving companys, it appeared Sunshine Movers of St. Petersburg offered the best bargain at $750, not including packing. The bargain ended with the price, and from the day our furniture and household goods were picked up (April 29) the service could be anything but from Heaven.

The agreement embraced 10 to 12 days delivery, reassembly of furniture upon arrival, and full coverage insurance for damages. For the 26 days the goods were in transit, the mover never initiated any communication with respect to a date of delivery. Those calls that I made to the company were received without ever any management available, and I was repeatedly lied to by sales or dispatch employees regarding date of shipment, method of shipment and arrival.

Our goods were delivered in a contracted U-Haul van on Memorial Day. Everything had remained in storage until the evening two days beforehand. The furniture was not wrapped, and an estimated 80 percent was damaged to one degree or another. Boxes marked fragile were handled like stuffed pillows. We spent the next two days reassembling.

Sunshine Movers has neither acknowledged nor responded to a certified letter dated May 29 which outlines our humiliation, damages, and need for good faith restitution. We caution anyone, and particularly those moving out of region, to be very particular as to agreed terms, ensure they are in writing, and not hesitate to contact the Better Business Bureau, Department of Consumer Affairs, and previous customers for reference. I believe the Folletts got what they paid for and less.

With best regards,

COPY

RICHARD R. FOLLETT

cc: Sunshine Movers

RICHARD R. & PATRICIA L. FOLLETT
510 crystalwood court
Concord, NC 28027
(704) 784-3397

May 29, 1992

SUNSHINE MOVERS, INC.
A. AABCO INTERSTATE TRANSFER
P.O. Box 10231
St. Petersburg, FL 33733

ATTN: Ross Skaley, Co-Owner, Sunshine
Brian McDuffy, Co-Owner, Sunshine
Shelly McDuffy, Owner, A. AABCO

RE: Registration of Complaint

Dear Mr. Skaley, Mr. McDuffy, and Ms. McDuffy:

I can count on one hand the number of times my wife and I have been humiliated as consumers. We have never been so humiliated to the degree you and your companies have placed us as the result of apparent disregard for the customer and total lack of coordination and courtesy.

Our goods were picked up at 2406 Gulf Boulevard, Indian Rocks Beach, Florida, Wednesday, April 30, 1992, at which time I made full payment in the amount of $750. While the pick up drivers were courteous and friendly, they presented incomplete shipping documents and had not brought numbered piece/carton labels. It had been agreed with your agent Hora (whom I have since been able to contact) that the shipment would be sent at the "carrier's convenience" but not to exceed 10 to 12 days.

The goods were delivered Memorial Day afternoon, after 26 days of storage and shipment. During the past two weeks I have made numerous long distance telephone calls to the company inquiring as to the status of our household goods. Rarely was I able to talk to anyone in a position of responsibility and never to either of the three of you. The two times I was fortunate enough to converse with your dispatcher, it was always just a few more days. For example, in my telephone call of Tuesday, May 19, he confirmed the goods were in transit and would be coming Friday. Subsequently, when we had heard nothing by that Friday, May 22, I again called and was told by Sunday.

Interestingly enough, your dispatcher and another employee told me three separate and blatant lies on May 19 and again on Sunday, May 25. I specifically inquired if the interstate shipment was being carried by separate, contract hauler or by Sunshine vehicle. He stated that all shipments are made using company trucks and not

dispatched until fully loaded. Our household goods were delivered, in fact, by a private contractor using a U-Haul van who indicated that he did not depart your warehouse until Saturday evening, May 24. Your on-call representative on Sunday, May 25, indicated the truck had been delayed as the result of malfunctioning tail lights on the trailer. There was neither a trailer nor did the contract driver have any difficulties. Never were either my wife or I extended the courtesy of any communication originating from your offices.

The consequences of this delay are numerous:

(1) We have had to rent a standard bed for two additional weeks at a cost of $14.00 per week;

(2) We have assumed the cost of not less than six long distance phone call inquiries including a collect call from your drivers south of Charlotte on the day of delivery;

(3) As the result of two previous major back surgeries, Patti has had to suffer the discomfort of being deprived our water bed;

(4) I have not had full access to resume and work sample materials during a period in which I have been actively seeking gainful employment in the greater Charlotte area;

(5) We have been unreasonably denied the fruitful use of our new home for unnecessary and reasons beyond our knowledge or control with respect to essential furnishings, kitchenware, and clothing.

Not only have we been injured from a personal and emotional standpoint, our furniture has also been shamefully damaged. Little care was observed during loading and unloading and, apparently, even less during storage and shipment. Here to follow is an itemized list of damaged property which is covered under our agreement's "Insurance/Full Value Protection" clause which I signed on the day of pick-up:

1) Waterbed mattress and box springs - unreasonably soiled;
2) Oil painting - canvas and frame damaged:
3) Coffee table - scratched, dented and gouged;
4) Parson tables - scratched and gouged:
5) Computer component unit - scratched, scraped, doors misaligned, back unfastened:
6) Hutch, toy and bottom - wood chipped, scratched, leaded glass pushed in;

7) Waterbed frame and head cabinets - gouged and scratched;
8) Chinese chest (antique) - gouged and scratched;
9) Bookcases - gouged and scratched;
10) Stereo receiver - frequency display inoperative.

Should I have scheduled those items that were not damaged to some degree, this list would virtually be non-existent. Additionally, part of our agreement was that your crew would set up dismantled furniture such as the bed. The drivers barely gave us enough time to make a preliminary assessment of damages before leaving.

We do not comprehend how your companies can continue to operate in this manner. There appears to be little or no management discipline within your organization. As customers, we earnestly feel that we have been cheated financially and without regard to service, and have been consciously lied to by your staff.

By copy I am seeking the advice of my attorney with respect to restitution. If your company continues in the uncooperative manner it has exhibited to date, upon my ettorney's direction, further action through the media, Interstate Commerce Commission, Florida Department of Transportation, Florida Department of Consumer Affairs and Better Business Bureau may be warranted. While I have a strong distaste for litigation, at this juncture and if absolutely necessary, I cannot be opposed to seeking further remedy through the Federal judicial system in that this is a matter of interstate commerce.

I do not take pride in writing an emoticnally charged letter of this nature. However, It appears you have almost intentionally tampered with our quality cf life and disregarded any respect for our personal property. I do hope you have enough interest in your companies and customers, past and future, to resolve this matter in good faith.

Cordially,

COPY

RICHARD R. FOLLETT

cc: Teressa Marra, Esq.

Document issued at

Date Serv Req'd ____ A.M. P.M.
Pack Date ____ A.M. P.M.
Delivery Date Req'd. ____ A.M. P.M.
ORDER TAKEN BY:

SHIPPER IS REQUESTED TO READ THIS DOCUMENT BEFORE SIGNING AND ASK FOR AN EXPLANATION [illegible] NOT CLEAR OR INCOMPLETE [illegible] AND OR PERFORM THE SERVICE [illegible]

FROM: Richard Folkett FLOOR: ____ APT. NO. #102
2406 Gulf Blvd
PHONE 738-1856

TO: ____ FLOOR: ____ APT. NO. ____
PHONE ____

SPECIAL INSTRUCTIONS

Notifying and Billing Address

Shipper is requested to Supply an Address and Contact Method. (If no address or phone is available, write "None")

Indian Rock Beach

STORAGE ORDERED ☐ In Transit ☐ Regular

A charge will be made for handling in and out of storage and for wrapping, moth treating and accessorial services.

NOTICE OF CHANGE OF ADDRESS OF DEPOSITOR MUST BE GIVEN TO COMPANY IN WRITING. GOODS MAY BE STORED IN ANY DEPOSITORY IN:

Name of ____
Also subject to order of ____
Spec. Stge. Instructions ____

Description of Property:

ITEMS	CONTAINERS QUANTITY	CONTAINERS RATE	CONTAINERS AMOUNT	PACKING QUANTITY	PACKING RATE	PACKING AMOUNT	UNPACKING QUANTITY	UNPACKING RATE	UNPACKING AMOUNT
BARREL, DISH-PACK DRUM, ETC.									
CARTONS: LESS THAN 3 CUBIC FEET									
3 CUBIC FEET									
4½ CUBIC FEET									
6 CUBIC FEET									
6½ CUBIC FEET									
WARDROBE CARTON, NOT LESS THAN 10 CU. FT.									
MATTRESS CARTON, CRIB									
MATTRESS CARTON (NOT EXCEEDING 39" x 75")									
MATTRESS CARTON (NOT EXCEEDING 54" x 75")									
MATTRESS CARTON (EXCEEDING 54" x 75")									
MATTRESS CARTON (39" x 80")									
MATTRESS COVER (PLASTIC OR PAPER)									
CORRUGATED CONTAINERS:									
CRATES:									
GROSS MEASUREMENT OF CRATE OR CONTAINER.									
	TOTAL CONTAINER CHARGES			TOTAL PACKING CHARGES			TOTAL UNPACKING CHARGES		

$750.00 paid

SUNSHINE MOVERS
TAMPA - 225-1852
ST. PETE - 822-5992
X CLEARWATER - 581-7154

WEIGHT OF SHIPMENT (Weight tickets attached)

Gross Weight ____ Lbs. Weighmaster ____
Tare Weight ____ Lbs. Weighmaster ____
Actual weight of shipment ____ Lbs.

PACKING ____ hours @ ____
UNPACKING ____ hours @ ____
TOTAL $ ____
Sales Tax ____

INSURANCE/FULLVALUE PROTECTION

The shipper declares the actual cash value of this shipment to be $____

☐ Transit Rate $____ per $100.00 Premium $____
☐ Storage Rate $____ per $100.00 Premium $____ per mo.

Authorized Signature X [signature]

[illegible] DECLARED VALUE AND LIMIT OF COMPANY'S LIABILITY
Since rates are based on the declared value of the property and the customer (shipper) is required to declare in writing the released value of the property, the agreed or declared value of the property is hereby specifically stated to be not exceeding 60 cents per pound per article for transportation purposes.

OR 60 cents per pound per article for regular storage purposes.

Release shipment at higher valuation for entire shipment at $ 60 per lb.

Signature X ____

The customer (shipper) hereby declares valuations in excess of the above limits on the following articles ____

TIME RECORD

Left Whse ____ A.M. P.M. Start ____ A.M. P.M. Finish ____ A.M. P.M.
Travel ____ A.M. P.M. Back Whse ____ A.M. P.M. ____ Off Hrs.
TOTAL HOURS ____ @ ____

Transportation	miles	lbs.	per cwt.
Vans	men	hrs.	per hr.
	men extra	hrs.	per hr.
Overtime rate		hrs.	per hr.
Cartage (in or out)	miles	lbs.	per cwt.
Warehouse handling		lbs.	per cwt.
Storage in transit	days	lbs.	per cwt.
Storage			per mo.

INSURANCE/FULL VALUE PROTECTION

TOTAL PACKING ____
TOTAL $ ____

ALL CHARGES PAYABLE IN CASH, CERTIFIED CHECK OR MONEY ORDER BEFORE PROPERTY IS RELIQUISHED BY CARRIER

I have read this contract under stand and agree to the limit of liability as set forth above, to the provisions on both sides and received a copy.

Goods received in good condition except as noted hereon

Sign Here [signature] Customer
Receipt for Goods ____ Driver Date ____

Delivery Receipt [signature] Customer
Received Payment For Company [signature] Driver Date ____

[illegible] Corp. Los Alamitos, CA [illegible]

TERMS AND CONDITIONS

Sec. 1. OWNERSHIP OF PROPERTY: [illegible] has represented and warranted to the company that he is the legal owner or in lawful possession of the [illegible] legal right [illegible] services for all the property tendered, upon provisions, limitations, terms and conditions herein set forth [illegible] that there are no existing [illegible] said property. [illegible] litigation as a result of the breach of this clause customer agrees to [illegible] charges that may be due [illegible] costs and expenses including attorney fees which this company may reasonably incur or become liable to pay in [illegible] therewith and this company shall have a lien on said property for all charges that may be due them as well as for said costs and expenses.

Sec. 2. PAYMENT: [illegible] payable monthly in advance. Interest will be charged on accounts unpaid [illegible] a period of 3 months after they [illegible] stored to secure payment for charges for all services rendered. All charges must be paid in cash, money [illegible] deposited under this contract and no transfer of title will be recognized unless entered on the books of this [illegible]

Sec. 3. LIABILITY OF THE COMPANY: [illegible] The company when transporting to or from the warehouse for permanent storage acts as a private carrier only, [illegible] right to refuse any order for transportation and in no event is a common carrier.

(b) [illegible] or damages caused by war, insurrection, labor troubles, strikes, Act of God or the public enemy, riots, [illegible] beyond the control of the company.

(c) The company is not responsible for fragile articles injured or broken, unless packed by its employees and unpacked by them at the time of delivery and in no event shall the company be liable except for its own negligence. The company will not be responsible for mechanical or electrical functioning of any [illegible] but not limited to, pianos, radios, phonographs, television sets, clocks, barometers, mechanical refrigerators or air conditioners whether or not such [illegible] packed or unpacked by the company.

(d) No liability of any kind shall attach to this company for any damage caused to the goods by inherent vice, moths, vermin or other insects, rust, fire, [illegible] or normal wear [illegible]

(e) Unless a greater value [illegible] the depositor or owner [illegible] the value in case of loss or damage arising out of storage, transportation, packing, unpacking [illegible] cleaning or handling of the goods and the liability of the company for any claim for which it may be liable for each [illegible] shall not exceed, and is limited to that amount per lb. designated on the front of this contract, or, if no amount is [illegible] 60 cents per lb. per article [illegible] contents of the storage lot, upon which declared or agreed value the rates are based, the depositor or owner having been given the opportunity to declare a higher valuation without limitation in case of loss or damage from any cause which would make the company liable and to pay the higher rate based thereon, and in no event shall the company be liable except for its own negligence.

(f) In the event the company shall be requested by the customer to engage the services of others with respect to the transportation, repair, cleaning or servicing of any article, the company shall act as agent for the customer and shall not be liable for any damage arising out of such services rendered by others and shall [illegible] be liable for failure to execute any instructions except for such instructions that are in writing and acknowledged in writing by the company. In the event the goods are delivered to another carrier, the company shall not be liable for loss or damage for any cause to said goods unless exception is noted in writing on the delivery receipt of this company when delivery is made.

(g) The company shall not be responsible for loss of or damage to any article contained in drawers, or in packages, cases or containers not packed and unpacked by the employees of the company unless such containers are opened for the company inspection and then only for such articles that are specifically listed by [illegible] customer and are receipted for the company or its agent.

(h) In no event shall the company be responsible for loss or damage to documents, stamps, securities, specie or jewelry unless a special agreement in [illegible] between the customer and the company with respect to such articles.

Sec. 4. MINIMUM PERIOD FOR STORAGE: On storage accounts three months storage will be charged for any fraction of the first three months period. [illegible] storage will be charged for each month or fraction thereof.

Sec. 5. TERMINATION OF STORAGE: The company reserves the right to terminate storage of the goods at any time by giving the depositor thirty days written [illegible] to do so, and [illegible] within that period, the company is hereby empowered to have the same removed at the cost and expense of the depositor, and [illegible] the company shall be relieved of any liability with respect to such goods therefore or thereafter incurred.

Sec. 6. ADDRESS AND CHANGE: [illegible] The address of the depositor of goods for storage is as given on the front side of this contract and shall be [illegible] until change of address is given in writing to the company and acknowledged in writing by the company [illegible] binding upon the company if given or acknowledged in any other manner.

Sec. 7. TIME FOR FILING CLAIMS: (a) As a condition precedent to recovery, claims must be filed in writing with the company within ten days after delivery [illegible] property and [illegible] arbitration, in accordance with the provisions of this contract, must be instituted within six months from the day when notice in writing is given [illegible] company to the customer [illegible] has disallowed the claim or any part thereof.

(b) Where claims are [illegible] arbitration instituted in accordance with the provisions of this contract, the company shall not be liable for such claims [illegible]

(c) The company shall [illegible] to inspect and repair [illegible] damaged articles.

Sec. 8. GENERAL TERMS AND CONDITIONS: (a) If goods cannot be delivered in the ordinary way by stairs or elevators, the owner agrees to pay an additional charge for hoisting or lowering or other necessary labor to effect delivery. Customer shall arrange in advance for all necessary elevator and other services and [illegible] customer agrees to pay hourly charges [illegible] for waiting time caused by lack of sufficient elevator service.

(b) Packing or [illegible] include the taking down or putting up of [illegible] mirrors, fixtures, [illegible] electric or other fittings [illegible] such services are ordered a charge will be made therefor.

(c) Company will [illegible] materials supplied [illegible] warehouse.

(d) [illegible] delivered [illegible]

Sec. 9. CORRECTION OF ERRORS: The depositor agrees that unless notice is given in writing to the company within 15 days after receipt of the inventory [illegible] of including any [illegible] as to the condition of the property when received for [illegible] inventory list shall be deemed [illegible] correct and complete.

Sec. 10. CONTROVERSY OF CLAIMS: [illegible] or claim arising [illegible] to this contract, the breach thereof, or the goods affected thereby [illegible] shall be settled by arbitration [illegible] place of business of the company and under [illegible] provisions.

Sec. 11. AGREEMENT: [illegible] entire agreement between [illegible] cannot be modified except in writing and shall [illegible] any other [illegible] company may now or any time in the future store, pack [illegible]

INSURANCE/FULL VALUE PROTECTION

STORAGE-LIMITED FULL COVERAGE - This evidence protects against all risk of direct physical loss of or damage to the described property [illegible] external cause including incidental pick up and delivery by the warehouseman's vehicles within a radius of fifty miles for household goods held on deposit incidental to transportation. No Insurance/Full Value Protection is placed unless requested and coverage appears on face hereof and premium is paid. If protection so placed subject to existing conditions and values [illegible] contained in the Master Policy of Insurance and/or Certificate of Full Value Protection, a copy of which is available for inspection at the office of the company [illegible] the property for storage. Coverage applies to Household Goods as defined in such Master Policy and/or Certificate, subject to property [illegible] and excluding accounts, bills, currency, deeds, evidences of debt, money, jewelry, notes or securities, furs or garments trimmed with fur. [illegible] the Master Policy and/or Certificate does not insure the described property against:

(a) Loss or damage from [illegible] inherent vice, [illegible] dampness of atmosphere, extremes of temperature, nor from ordinary wear and tear or damage sustained [illegible] repairing, restoration or retouching process, unless caused by fire or spoilage of the contents of deep freezers, however caused, the mechanical or electrical derangement of television sets, refrigerators, deep freezers, washing machines, unless evidenced by external damage to such equipment.

(b) Nor against those perils [illegible] the Nuclear Exclusion Clause and War Risk Exclusion Clause set forth in the printed "Conditions" of the Master Policy and/or Certificate.

Unless caused by accident [illegible] and there is physical evidence of breakage of brittle articles same is not covered unless goods have been packed and unpacked by our Company. [illegible] covered to full value. In event the actual cash value of the property [illegible] in excess of the amount declared [illegible] agreed that the shipper shall [illegible] own insurer for the difference and shall bear that portion of any loss which the non covered amount bears [illegible] cash value of [illegible]

[illegible] Full Value [illegible] cancelled at any time [illegible] the Company in compliance [illegible] these sections of the Master Policy and/or Certificate of Full Value [illegible] mailed to the last [illegible] address of the customer shall be deemed sufficient notice.

PINELLAS COUNTY
DEPARTMENT OF CONSUMER AFFAIRS
P. 0. Box 17268
Clearwater, Fl 34622-0268
(813) 464-6200

Ref. # 9409166

COMPLAINT

PLEASE PRINT

YOUR NAME: L.M. Simmons

Address 4750 Dolphin Cay Lane South #203

City St. Petersburg, State FL ZIP 33711

Home Telephone 867-0722 Business Telephone

COMPLAINT IS AGAINST: Fogarty Van Lines

Person Dealt With

Address 1103 Cumberland Avenue

City Tampa, State FL ZIP 33602

Telephone

Date of Transaction Product/Service

STATE COMPLAINT • Attach copies of all Documents: Contract, Checks (both sides), Receipts. Bills. Estimates. and Invoices.
(Use Additional Pages if Necessary)

SEE ATTACHED

Signature of Complainant Date

What Adjustment do you consider fair'? -

OFFICE USE

Disposition FWD 11 7 8 Ref./Adj. $

September 25, 1994

RECEIVED

SEP 28 1994

PINELLAS COUNTY
CONSUMER AFFAIRS

Consumer Affairs
P.O. Box 17268
Clearwater, Fl., 34622
Attn: Duty Officer

Re: Phone Conversation of 9/21/94
Complaint against Fogarty Van Lines of Tampa; OK Transfer of Wichita, Ks.;
and Bekins Van Lines

Dear Sir,

Per your request, we present this complaint regarding loss and damage during our move from Wichita, Ks. to St. Petersburg, Fl., in writing.

Fogarty Van Lines was contacted to move us because they had been recommended by acquaintances now residing in Tampa and New Port Richey. Fogarty also had a newly purchased couch of ours in storage awaiting our arrival. We contacted Mr. L. Williams of Fogarty (Tampa) along with Wichita representatives of North American Van Lines and United Van Lines for cost estimates in April of 1994. After several phone conversations with Mr. Williams we felt assured that Fogarty could handle our June move.

The enclosed copy of CARRIER ESTIMATE AND MOVING AGREEMENT sent us from Fogarty was the only paper work we received. We completed the form and returned it along with our letter dated May 9. All other communications taking place between April and June were initiated by us by phone. Absolutely no information on company policy, insurance options, brochures on "What and How to Pack" or "What Could or Could Not be Transported" were sent us. In early June we phoned Mr. Williams to verity that the contract and letter had been received. On June 20th we, again, phoned Fogarty in regard to specific time and date of pick up. It was during this conversation that we were informed that OK Transfer of Wichita would be picking up our belongings on 6/24/94 at 9 A.M. We were very disappointed about Fogartys decision to sub contract our move. North American and United required two weeks notice; so, we felt we could not reverse the arrangements made with Fogarty.

We continued to prepare for our move. We purchased numerous boxes and heavy white paper for packing. Everything was packed properly and with great care. Upon OK Transfers arrival on 6/24 we inquired whether all boxes were properly packed. They insisted all boxes were fine. They proceeded to pack our mirrors, beds and four 7 foot silk trees, Two of the trees were mounted in ceramic pots. Our belongings were then thrown into a truck to be taken to their warehouse, unloaded and reloaded into a larger moving van. We assume this is where Bekin Van Lines entered the picture as our

furniture arrived on their truck on July 5th (copies of tekphone directory advertising for Fogarty & OK are enclosed....neither appear to be a Bekin representative).

As our possessions were unloaded, we were keenly aware of the companies negligence. Wardrobes were brought in upside down; boxes were damaged; silk trees had broken branches and shattered pots; and very little plastic wrap remained on the upholstered furniture.

OUR CLAIM;

Enclosed is a copy of the claim form that we received plus a cover letter. For the first time, we were given instructions and the requirements for filing a claim.....all stated on the reverse side of the form.

We had purchased additional insurance to assure compensation for any damage due to negligence. The cost to us was approximately $350.00 (see enclosed B of L #6438).

The letter &ted 9/15/94 describes settlement made... . .we feel this is totally inadequate as follows:

See STATEMENT OF CLAIM UNDER UNIFORM HOUSEHOLD GOODS BILL OF LADING.

Ref: Inventory #'s 001 & 030 (packed by movers)
We repaired the tree branches cleaned and reshaped. Both pots were shattered and inspected by Kevin Blizman of Carrier Consultants.
NO Compensation has been allowed...we request $90.00.

Ref: Inventory #111 (plastic wrapped upon pick up by movers)

This chair is only 5 years old; recovered approximately 2 years ago; no visible soil; in excellent condition. The plastic wrap was off upon arrival with holes in the upholstery.

Settiement was issued for a depreciated amount of $160.00 (10% a year for a 6 year period). We were told by C. Pugh of Fogarty and K. Glizman of Carrier Consultants that a check for $260.00 (7% a year for a 5 year period) would be forthcoming..

Further compensation is requested in the amount of $100.00.

Ref: Inventory #'s 118,013 and 078 (packed by owner)

These items were all carefully packed with heavy white paper in very sturdy boxes. OK Transfer approved all boxes per our request. All items were valuable and we were not careless when packing them. One item was glued together by Kevin of Carrier with no consideration given to the value of the item. The picture glass has been inspected by them also, and replaced by us so we could use the pictures in our home (copy of receipt for $28.18 is attached). Since antiques and collectibles APPRECIATE in value we feel compensation should be issued accordingly.

We request compensation in the amount of $368.18.

Ref: Inventory #003 (plastic wrapped upon pick up)

As stated on settlement letter, Fogarty has allowed an additional $75.00 for cleaning. Previously. the cushion was dry cleaned to remove the grease spot. That was successful; however. the cushion is now several shades lighter than the rest of the couch.

This couch was in excellent condition upon leaving Wichita; so. if dry cleaning does not improve the appearance, what do we do, then? This item should be depreciated at a 7% rate for a 3 year period, less the $75.00 already received.

Adjusted compensation for this item is requested in the amount of $636.00 to recover.

Nearly three months have passed since our arrival in Florida. We are unable to settle into our new home and enjoy our retirement because of all these soiled, ripped and broken belongings. We've had to endure the inconvenience and expense of making numerous phone calls to Fogartys Claims Dept.; we've had to be available for Carrier Consultants; and have driven all over town looking for lamp knobs, picture glass and bed rollers. We would appreciate an end to all of this as soon as possible. The information enclosed is completely accurate and what we feel to be a fair adjustment of the original settlement. Please review the enclosed paperwork. I have circled or highlighted pertinent information..

We have NOT and do not intend to cash the check received from Fogarty until re-evaluation by your office is complete.

Thank you for your prompt attention in this matter.

Sincerely,

L.M. Simmons

L.M. Simmons
4750 Dolphin Cay Ln. S. #203
St. Petersburg, Fl. 33711
Phone No. 867-0722

cc: Fogarty Van Lines-Tampa
OK Transfer-Wichita

I.C.C. No. – MC-65 112

VAN LINES

FREE 1-800-237-7529
FLORIDA 1-800-282-9787
FAX # (813) 228-9100

April 25, 19 94
DATE

- - - W -LORIS WIL A
CARRIER'S AUTHORIZED REPRESE AT

TARIFF RATES.. . . FROM SECTION I I I - - TARIFF NO. 4 - BASED ON 1,305 MILES

Transportation charge is based on actual weight. To compute charges add the base t t t excess weight multiplied by the rate per 100 lbs.

	1000 lbs. Base	ADD'L CWT Excess	2000 lbs Base	ADD'L CWT Excess	4000 lbs. Base	AD T	8000 lbs Base	ADD'L CWT Excess	12000 lbs. Base	ADD'L CWT Excess
Estimated weight 4,000 lb (1,500 lb. minimum chg.)	589.00	41.36	1002.00	35.13	1705.0	6	3027.00	31.46		

A small shipment charge of 54.00 cwt will apply on all shipments of 2.500 lbs. or less.

Additional Transporta: c r for special area when applicable per 1 lbs c be added to Vans-poftation cost.

ORIGIN	DEST
.45 CWT	-0- CWT

INSTRUCTIONS TO PLACE YOUR ORDER SIMPLY COMPLETE STEPS 1 THROUGH 7 ON BOTH SIDES OF THIS FORM. MAKE CERTAIN YOU HAVE SIGNED IN BLOCKS 4 & 5. RETURN THE ORIGINAL FORM TO US IN THE ESCLOSED POSTAGE PAID ENVELOPE.

(1) SHIPPER Lawr Si[redacted]n
STREET ADDRESS 2726 South Emporia
FLOOR _____ APT. SO. 1201 TEL.rj16-263-4883
CITY Wichita
COUNTY Sedgwick STATE Ka. ZIP 67216
"Shores" apt complex (So. 2 blks of Pawnee & St. Francis streets)

SPECIAL INSTRUCTIONS FOR EXTRA PICK UP OR DELIVERY

NAME _____
STREET ADDRESS Couch-Fogarty Warehouse
CITY _____ TEL. _____
STATE Tampa, Fl. ZIP _____

SHIPPERS CONTACT EN ROUTE OR PERSON TO NOTIFY OF CHARGES

NAME B. Manisco or (see attached letter)
STREET ADDRESS 4737 Dolfin Cay Ln. S #209
CITY St Petersburg TEL. 813-816-3299
STATE Florida ZIP 33711

CONSIGNED TO Lawrence Simmons
STREET ADDRESS 4750 Dolphin Cay Lane South
FLOOR 2 APT. NO. 203 TEL. _____
CITY St. Petersburs
COUNTY Penellas STATE Fl. ZIP 33711

SPECIAL INSTRUCTIONS

Example Estimated Charges:

4,000 lb. Base Charge	$1,705.00
Add'l. Transp. @ $.45 CWT	18.00
Containers & Packing	63.20
TOTAL:	$1,786.20

Plastic Shield on upholstered pcs.
See attached letter.

(2) PREFERRED LOADING DATE

Indicate your preferred loading date plus two or **more consecutive alternate** dates. When dispatch schedules are completed, you will he notified **exactly** which day the van will arrive to **load. Normally, any packing services you** request will be performed by the van crew on the same date as loading. **If** you have ordered extensive packing, **the service may be scheduled for the day** before loading. **Please** indicate your packing requirements on the reverse side of this order.

LS
June 24, 1994 / June 24/25, 1994
PREFERRED DATE FOR LOADING
ALTERNATE DATES. TWO OR MORE. IF SCHEDULES REQUIRE USE OF ONE OF THESE DATES-YOU WILL BE NOTIFIED IN ADVANCE.

(3) PREFERRED DELIVERY DATE

Unless agreed in advance orders arc **accepted with delivery** based on our **"standard** delivery schedule' as indicated below. If **you have** special **requirements** for delivery dates, you must contact our dispatch office before completing this portion of **your** order. To discuss your requirements. telephone: 1-800-237-7529.

not before July 1, 1994

[X] STANDARD 3 TO 12 DAYS

[ ] SHIPMENT TO BE PLACED IN STORAGE

SPECIAL
Agreed delivey dates *or* period of time. Do not indicate dates **in the space unless they have been agreed to as instructed above.**

(4) VALUATION

[X] 60¢ PER LB. PER ARTICLE, NO CHARGE. See page 3

[ ] LUMP SUM EQUAL TO $1.25 OR MORE PER LB FOR DEPRECIATED VALUE @ A COST OF $7.00 PER $1,000 OF VALUATION, WITH A MAXIMUM VALUE OF $100,000.

[ ] LUMP SUM EQUAL TO $3.50 OR MORE PER LB FOR FULL VALUE REPLACEMENT @ A COST OF $8.50 PER

(5) TO PLACE YOUR ORDER . . .

The shipper (or his representative) by his signature hereby orders the services **outlined** herein to be performed on his behalf; and **further** acknowledges that **all arrangements regarding** contact while en route and/or at destination, method of **payment**, and **notification** of charges are as designated by him. Service is **subject to terms** and condition, of **carrier's bill** of lading, **current tariff** provisions and ICC **regulations.**

X Lawrence M. Simmons

MAY 9, 1994

FOGARTY VAN LINES
1103 CUMBERLAND AVE.
TAMPA, FLORIDA 33602

DEAR SIR,

PLEASE BE ADVISED THAT AFTER SPEAKING WITH SEVERAL LOCAL AGENTS HERE IN WICHITA, WE'D LIKE TO USE FOGARTY FOR OUR MOVE TO ST. PETERSBURG IF OUR NEEDS CAN BE MET AS FOLLOWS:

WE WILL REQUIRE "PLASTIC SHIELD" ON SEVEW CHAIRS AND OUR HIDE-A-BED; BOXES FOR TWO QUEEN SIZE BEDS, ONE DRESSER MIRROR AND ONE FLOOR MIRROR, WE WILL HAVE PLASTIC COVERING ON FOUR 6' SILK TREES BUT.WILL NEED CONTAINERS TO PUT THEM IN. ALL OTHER PACKING WILL BE COMPLETE BY PICK UP DATE.

WICHITA PICK UP DATE REQUIREMENTS ARE:
FRIDAY, JUNE 24TH OR (IF NECESSARY) JUNE 25TH, A SATURDAY.
WE HAVE A COUCH THAT IS IN STORAGE AT YOUR TAMPA WAREHOUSE IN THE NAME OF:

B. MANISCO
4737 DOLPHIN CAY LANE S #209
ST. PETERSBURG, FLORIDA 33711

PLEASE PICK UP AND DELIVER WITH THE REST OF OUR BELONGINGS.

WE'D APPRECIATE DELIVERY ON:
FRIDAY, JULY 1 ST. OR JULY 5TH-A TUESDAY IS OUR SECOND CHOICE AS THE JULY 4TH WEEKEND FALLS BETWEEN THESE WORK DAYS. ALSO, BE ADVISED THAT THE USE OF AN ELEVATOR IS NECESSARY AT DELIVERY POINT.

WE WILL NOTIFY YOUR OFFICE OF OUR ST. PETERSBURG PHONE NUMBER AS SOON AS WE OBTAIN ONE.

WHEN SCHEDULING IS COMPLETE, PLEASE NOTIFY US WHAT DELIVERY ARRANGEMENTS CAN BE MET SO WE CAN MAKE OTHER ARRANGEMENTS IF NECESSARY.

REGARDS,

L.M. SIMMONS
2726 S EMPORIA #1201
WICHITA, KANSAS 67216

FOGARTY VAN LINES

1103 CUMBERLAND AVENUE . TAMPA, FLORIDA 33602
TELEPHONE 813/228-7481 . I.C.C. No. MC-651 12

B/L NO. 6438
NOT NEGOTIABLE

IN CASE OF NEED CONTACT: GENERAL OFFICES AT ABOVE ADDRESS OR TELEPHONE

CONNECTING OR INTERLINING CARRIER (IF ANY) _____ ADDRESS _____ PHONE _____

SHIPPER SIMMONS, LAWRENCE
ADDRESS 2726 S EMPORIA #1201
CITY WICHITA STATE KS ZIP _____
PHONE # 263/4883

CONSIGNED TO SIMMONS, LAWRENCE #RM-2 03
ADDRESS 967-0722
CITY ST FETE STATE FL ZIP _____
PHONE # _____

AGREED PICKUP DATE or period of time 6/24/94
AGREED DELIVERY DATE or period of time 7/1/94 7/5

RECEIVED, subject to classifications, lawfully filed tariffs, rules and regulations including all terms printed or stamped hereon or on the reverse side hereof in effect on the date of issue of this bill of lading.

TARIFF _____ SECTION _____

	ORIGINAL	REWEIGH
Gross		
Tare		
Net		
Min. Wt.		

NO PERSONAL CHECKS ACCEPTED FOR MOVING CHARGES
ALL CHARGES TO BE PAID IN CERTIFIED CHECK, MONEY ORDER, *TRAVELER'S CHECK OR CASHIER'S CHECK MADE PAYABLE TO FOGARTY VAN LINES, INC. BEFORE PYOPERTY IS RELINQUISHED BY THE CARRIER, UNLESS OTHERWISE STATED. DRIVERS NOT AUTHORIZED TO ACCEPT CASH.

NOTIFICATION OF CHARGES OR DELAY
Shipper requests notification of actual charges ☐
Delay ☐ to party shown below.
NAME _____
ADDRESS/CITY, STATE _____
TELEPHONE NO. _____

SHIPPERS DECLARATION OF VALUE
☐ 60¢ PER LB, PER ARTICLE. NO CHARGE.
☐ LUMP SUM EQUAL TO $1.25 OR MORE PER LB FOR DEPRECIATED VALUE @ A COST OF $5.00 PER $1,000 OF VALUA I ION, WITH A MAXIMUM VALUE OF $ 100,000.
☐ LUMP SUM EQUAL TO $3.50 OR MORE PER LB FOR FULL VALUE REPLACEMENT @ A COST OF $6 50 PER $1000, WITH A $300.00 DEDUCTIBLE. $15,000 MINIMUM. $100,000 MAXIMUM.
☐ LUMP SUM EQUAL TO $3.50 OR MORE PER LB FOR FULL VALUE REPLACEMENT @ A COST OF $9.50 PER $1300, NO DEDUCTIBLE. $20,000 MINIMUM, $100,000 MAXIMUM.

CARRIER SHALL NOT BE LIABLE FOR LOSS TO ACCOUNTS, BILLS, CURRENCY, DEEDS, EVIDENCES OF DEBT, MONEY, NOTES, SECURITIES, JEWELRY, PRECIOUS STONES OR OTHER SIMILAR VALUABLES.

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 60 CENTS PER POUND PER ARTICLE. THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR AN AMOUNT EQUAL TO $1.25 FOR EACH POUND OF WEIGHT IN THE SHIPMENT, WHICHEVER IS GREATER.

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF.

SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO 98

Miles _____ Est. wt. _____ lbs.

	RATE	CHARGES
Base Cost . . . . . Weight -- lbs. = $	LH	1918 00
Excess weight _____ lbs. @ _____ cwt. = $		2288 72
L.I. SURCHARGE		
ADDT'L TRANS (SURCHARGE) - ORG. _____ DEST. 340' ans		
VALUATION		
PIANO OR ORGAN HANDLING		
EXCESSIVE CARRY 225 Ft Lift		92 00
ELEVATOR CHARGE Dest.		64 40
STAIR CHARGE		
EXTRA PICK/UP DELIVERY AT		
APPLIANCE SERVICING		
ADD'L LABOR _____ MEN FOR _____ MAN HOURS		
OTHER SERVICES		
		[illegible]

TRANSIT STORAGE: FROM _____ TO _____

When it's your move

FOGARTY VAN LINES

DON'T BE MISLED
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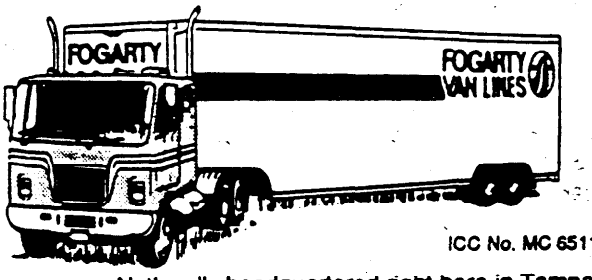

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Clearwater 725-7500
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Clearwater 461-2562
Glackin Moving
Clearwater .....

Not Given

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OK

LET US MOVE IT!

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- Computer Moving
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264-3391

TOLL FREE 1-800-835-0112

ICC MC #177209

FOGARTY VAN LINES

Tampa, Florida 33602
Telephone 813/228-7481

JOB PERFORMANCE REPORT

NAME SIMMONS, LAWRENCE DATE PICKUP 7/1/94

ADDRESS @ P.U. 2726 S. IMPERIAL #1101 TOWN WICHITA STATE KS

ADDRESS @ DELIVERY TOWN ST PETE STATE FL

UNPACKING CERTIFICATE

Containers Unpacked: Barrels ____; Wardrobes ____; Small Cartons; Medium Cartons ____

Large Cartons ____, Crates ____; Mattress Cartons ____; Wood Boxes ____.

The undersigned acknowledges that the above unpacking services were performed

Customer

(This form must be signed by customer in order to obtain credit for unpacking services.)

If unpacking is NOT DESIRED by customer at destination, customer, is requested to sign below;

Customer

Customer Please initial

Number containers at origin ____

Number containers at delivery ____

DESTINATION SERVICES

1. Upon delivery did driver unpack goods packed by our company or Agent? ..... Yes ____ No ✓
2. Did driver reassemble furniture and place goods on the premises as requested? ..... Yes ✓ No ____
3. Did driver deservice appliances that were serviced at origin by the customer? ..... Yes ____ No N/A
4. Excessive Distance, Elevator or Stairs at destination? ..... Yes ✓ No ____

   Description (CUSTOMER PLEASE INITIAL) [illegible]

5. Over-ail Rating of Shipment: Excellent ____ Good ____ Fair ✓ [illegible]
6. Was there any exterior damage to cartons at time of delivery? ..... Yes ✓ No ____

   (IF ANSWER IS YES PLEASE LIST INVENTORY NUMBER AND CONDITION BELOW)
7. Were there damages and/or shortages? ..... Yes ✓ No ____

   (IF ANSWER IS YES PLEASE NOTE INVENTORY NUMBER AND CONDITION BELOW)

REMARKS: (Loss-Damage) **CLAIMS MUST BE NOTED ON LOCAL MOVES AT TIME OF DELIVERY.**

[illegible]

CARRIER MUST BE NOTIFIED OF ALL DAMAGE AND LOSS WITHIN 10 DAYS FROM THE DATE OF DELIVERY ON INTERSTATE SHIPMENTS, EITHER IN WRITING OR TELEPHONICALLY.

PLEASE COMPLETE THE ABOVE AND RETURN THIS FORM TO THE DRIVER. KEEP ONE COPY FOR YOUR RECORDS. THE DRIVER IS INSTRUCTED TO TURN IN THIS FORM ON EACH MOVE. WE STRIVE FOR 100% SATISFIED CUSTOMERS! THE ONLY WAY WE CAN IMPROVE OUR SERVICES IS FROM YOUR COMMENTS. COMMENDATORY OR DEROGATORY REMARKS WILL BE APPRECIATED SO THAT THE WORK PERFORMED BY OUR EMPLOYEES CAN BE EVALUATED AND THE NECESSARY ACTION TAKEN.

Date Delivered : 7-5-94

Driver's Signature

Company Name

Please sign at time of delivery.

Customer's Signature

IMPORTANT NOTICE:

This form does not constitute a claim for loss and/or damage. If you wish to file a claim please notify Fogarty Van Lines, Inc. IN WRITING, in order that claim forms may be forwarded to you. Due to increased phone costs and the need for documentation in our files, we regret that our claim department may not accept collect phone calls and ask your patience in carrying on all correspondence through the mail.

CUSTOMER COPY

FOGARTY VAN LINES

1103 Cumberland Avenue
Tampa, Florida 33602-4290
Telephone 813/228-7481

P.O. Box 3402
Tampa, Florida 33601

July 5, 1994

Lawrence Simmons
4750 Dolphin Cay Ln. S. #203
St. Petersburg, FL 33711

Dear Sir or Madam,

This will confirm our phone conversation regarding the damage and/or loss reported this dated. Enclosed is a Statement of Claim Under Uniform Household Goods Bill of Lading. Be sure you have furnished all required information on each item before returning your form. If all required information is not furnished your claim may not be honored. Please sign, date and return the original (white) copy to this office. Retain the yellow copy- for. your records. Please also attach a copy of your Bill of Lading contract. This will enable us to locate your file to begin processing your claim as soon as possible.

FOR ADDITIONAL INFORMATION ON FILING YOUR CLAIM, PLEASE READ THE REVERSE SIDE OF THE CLAIM FORM. PLEASE NOTE ABOVE YOUR SIGNATURE IS A FULL RELEASE. FROM ANY AND ALL CLAIMS AND DEMANDS. CLAIMS FOR ADDITIONAL DAMAGE AND/OR LOSS WHICH DOES NOT APPEAR ON THE ORIGINAL CLAIM FORM WILL NOT BE HONORED.

Once the completed claim form is received, your claim will be processed.

Sincerely,

Carolyn Pugh
Claim Department

/cp

STATEMENT OF CLAIM UNDER UNIFORM HOUSEHOLD GOODS BILL OF LADING

TO BE TYPED OR PRINTED **FOR** CLARITY

Lauren O [illegible] Dave [illegible]
CLAIMANT'S NAME (Include name on B/L Contract if different)

4750 Dolphin Bay Lane [illegible]
Present Street Address

St Petersburg Fl 33711
CITY, AND STATE — ZIP CODE

(813) 867-0722 ( ) Retired
HOME PHONE NUMBER — BUSINESS PHONE NUMBER

TYPE OF COVERAGE/VALUATION — DELIVERY DATE 7/5/91

3316 S Empire St 33201 Tampa Fl
SHIPMENTS ORIGIN

TYPE OF SHIPMENT:

GOVERNMENT ____
CIVILIAN ✓

✓ LONG DISTANCE MOVE
____ LOCAL MOVE
____ OUT OF FOGARTY STORAGE
____ OUT OF OTHER WAREHOUSE (SIT)

CLAIM NO. (FOR OFFICE USE ONLY) 6438
BILL OF LADING CONTRACT #

INVENTORY NUMBER	NAME OF ARTICLE	NATURE OF CLAIM (If damaged, describe)	APPROX WEIGHT	PURCHASED MO / YR	COST	AMOUNT CLAIMED	RESERVED FOR FOGARTY
001	Hat Tree	Chipped Paint	30#	3/94	155.00	65.00	✓
030	Hat Tree	Broken Brass Leaves	25#	6/92	90.00	75.00	✓
010	Table Leaf	[illegible]	35#	approx	[illegible]	[illegible]	
035	Table [illegible]	Chipped/Rubbed edges	100#	5/87	500	Repair	
032	Bench Seat	Scratched	30#	Antique	—	Repair	
017	Stool	Broken	10#	gift	[illegible]	30.00	
087	Chest Drawer	Mirror [illegible]	100#	82	300.00	Repair	
111	Chair	Torn Upholstery	50#	4/89 6/94	400.00	300.00	$ [illegible]
118	Lamp (pair)	Lost Shade [illegible]	1#	10/92	[illegible]	Replace [illegible]	
142	Mirror Frame	Scratched [illegible]	40#	6/92	100.00	Repair	
003	Hatted	Crack in [illegible]	200#	6/92	[illegible]	Clean/Repair	$ clean ?
013	PBO Hanging [illegible]	Chipped	25#		25.00	75.00	
078	PBO Figurines (2)	Broken	30#	12/91	210.00	100.00	
012	Headboard [illegible]	Missing by Purchase		5/92	Receipt attached	4.58	

If this form is not thoroughly completed, is illegible, or is submitted unsigned, it may not be honored.

WHITE-OFFICE CANARY-CUSTOMER

I em the owner of the property described. I dld not cause or contribute to the damage set forth herein. All statements made in this statement of claim and any e tloched documents are true and correct lo the best of my knowledge and belief, and constitute my complete and entire claim. No information has been withheld. The above will be considered as a lull release and discharge from any and all claims and demands accruing prior lo this date.

[illegible] — CUSTOMER'S SIGNATURE

7-[illegible]-91 — DATE

of liability or present other evidence, in **writing**, which would justify reopening our investigation, we would be willing to proceed further in this matter.

Sincerely,

Carolyn Pugh
Claims Clerk

/cp
enc: copy of report
check for $239.58

FOGARTY VAN LINES

P.O. Box 3402
Tampa, Florida 33601

1103 Cumberland Avenue
Tampa, Florida 33602-4290
Telephone 813/228-7481

September 15, 1994

Lawrence Simmons
4750 Dolphin Cay Ln. S. #203
St. Petersburg, FL 33711

Re: Claim #94-0554

Dear Mr. Simmons,

Reference is made to your claim for loss and/or damage of your personal property.

Our settlement is based on the coverage you requested on your shipment and for which you were charged, which was depreciated value. We are concluding your claim as follows.

CHAIR - this item depreciates 10% per year and has depreciated 60%. We have allowed 40% of the value furnished or $160.00.

HIDE-A-RED - based on the estimated cleaning cost, we have allowed $75.00.

CASTERS - based on the replacement cost, we have allowed $4.58.

Please refer to the reverse side of your claim form, as stated in Item 7, the carrier or claims representative reserves the right of inspection of all items claimed. Accordingly, we must respectfully disallow payment of your mirror brace as this item was unavailable for the repairman to perform the duties of inspection as indicated in the attached repair report.

The balance of your property claimed damaged was in cartons packed by individuals who were not employees of Fogarty Van Lines. No notations were made at the time of delivery for external damage to any cartons. In the absence of evidence of external damage to cartons while in our possession, we cannot accept liability for damage caused as a result of the negligence of individuals not associated with our firm. You should pursue your claim. for damaged packed property against the person or persons who actually packed; your shipment.

Our check for $239.58 is enclosed, representing final payment of our legal liability on claim.

Our settlement is based on our contractual liability as determined by documentation in your file. If you are able to correct our interpretation

FOGARTY VANLINES
1103 Cumberland Avenue
Tampa, Florida 33602-4290
Telephone 813/228-7481

PO Box 3402
Tampa, FL 33601

October 5, 1994

RE: SIMMONS, L M
Your RE: 9409166

Dept of Consumer Affairs
ATTN: James B Lewis
PO Box 17268
Clearwater, FL 34622-0268

Dear Mr. Lewis,

Please refer to your letter of September 30, 1994, received in our office on October 4, 1994.

The enclosed letter should answer any questions you may have.

Sincerely,

BOBBY L CATES
Vice President

encl:
1. Your Ltr, 30 Sep 94
2, Our Ltr, 3 Oct 94

RECEIVED
OCT 0 6 1994

RECEIVED
OCT 0 6 1994
PINELLAS COUNTY
CONSUMER AFFAIRS

PO Box 3402
Tampa, FL 33601

October 3, 1994

Mr. Lawrence Simmons
4750 Dolphin Cay Lane S
Unit 203
St Petersburg, FL 33711

Dear Mr. Simmons,

We recently received a copy of ,a letter you addressed to "Consumer Affairs" in Clearwater. We are unaware of a "Consumer Affairs" in Clearwater, but we assume that since you forwarded a copy of your letter to this office that you wish us to reconsider your claim.

We regret you had cause for complaint as a result of your move for we strive to deliver every shipment tendered loss and damage free. We accomplish that goal on 13 of every 14 shipments tendered for shipment. When loss/damage does occur, we have a moral obligation to settle that claim as expeditiously as possible within contractual liability limitations as established by our customer. In your case, you released your property at the depreciated value option and were charged for valuation protection at the depreciated value rate based on your declaration of value of $50,000.

Our claims department did settle your claim as expeditiously as humanly possible. You have questioned some of the settlements made on your claim. We will attempt to address each area you have pointed out in your letter of September 25, 1994 to "Consumer Affairs" as if your letter had been addressed to this office.

Inventory item 1 and 30, Settlement was made based on a report received from the repairman. Your cracked/broken ceramic pots were overlooked. You are entitled to receive the $90.00 requested.

Inventory item 111. You have questioned the depreciation applied. Furniture depreciates at a rate of 7% per your. This includes items such as tables, lamps, wall units, etc. Upholstered furniture depreciates at a rate of 10% per year. The depreciation factor applied by our claims department was

correct.. The number of years was incorrect; Depreciation should have been for five years, not six.. This portion of your claim is apprdved for an additional $40.00.

Inventory items 118, 13 and 78. No award can be made. As you state in your letter, these items were not packed by this firm. Ok Transfer did accept the cartons you packed. They did not accept the manner in which the cartons were packed. They reported they did not open any carton you had personally packed. In order for this firm to be liable, the carton itself would have had to sustain damage. You tendered a carton in good condition and you received a carton in the same condition as tendered. Under these circumstances, the damage sustained is a result of the way the items were packed. Since there was no damage to the carton itself, we have no liability.

Inventory item 3. The $75.00 settlement was to clean the rest of the sofa, not the cushion again. The repairman reports the cushion was lighter because of the removal of previous soilage as well as the dark spot. Cleaning of the entire sofa by the same firm that cleaned the cushion should place all of the sofa in the same condition as the cushion.

Again, we regret you had cause for complaint. We trust this settlement meets with your satisfaction.

Sincerely,

BOBBY L CATES
Vice President

encl: Check for $130.00

NAME: Ellen Howard

MAILING ADDRESS: 1739 Azalea ~~Street~~ DRIVE #4

CITY: FT. Collins STATE: Colorado ZIP: 80526 TELEPHONE: (303) 416-0028 All times
(HOME) (WORK OR DAY NUMBER)

COMPANY OR PERSON COMPLAINED AGAINST: Father & Son Moving, Nick Colton Mgr.

ADDRESS: 3719 Corporex Park Drive

CITY: Tampa STATE: Florida ZIP: 33619 TELEPHONE: (813) 895-5800

BRIEFLY EXPLAIN THE NATURE OF YOUR COMPLAINT:

Father and Son Moving of Tampa Florida overcharged me for shipping my personal possesions to Denver, Colorado in a manner I did not want them shipped (truck freight rather than a moving van).

I was given a price based on 1,000 pounds, and then told there was an additional charge to be paid COD. The goods arrived I paid the extra money, and the shipping bill from Overnight Freight stated the load was 1,000 pounds.

See attached letter for other problems and elaboration.

RECEIVED
AUG 15 1994
COMMERCE DEPARTMENT
FEDERAL & STATE LIAISON

WHAT DO YOU CONSIDER A FAIR RESOLUTION? **Cash settlement of $472.00.**

$278.76 additional shipping charges paid COD
16.00 phone charges to trace shipment.
177.24 refund difference between truck freight charges which I could have done myself and the amount charged by F&S. This allow $150.00 for the only service rendered, pick-up and delivery to a local freight company.

THIS FORM MUST BE SIGNED AND NOTARIZED

State of ~~Florida~~ COLORADO
County of ~~Hillsborough~~ LARIMER

Before me this day personally appeared Ellen T Howard who, being duly sworn, deposes and says that he is the Complainant in the above complaint.

Ellen Howard
Signature of Person Making Affidavit

Sworn to and subscribed before me this 11 day of August, 19 94

Barbara J. Barker
Notary Public
State of ~~Florida~~ COLORADO

My Commission Expires: My Commission Expires 11/30/96

ELLEN HOWARD

*1739 **Azalea Drive #4** • **Ft. Collins, CO 80526** • **Telephone** 303-416-0028*

August 7, 1994

To whom it may concern,

When planning a move from St. Petersburg, Florida to Aurora, Colorado, I contacted Father & Son Moving & Storage of Tampa, Florida. I was responding to an advertisement in the yellow pages which offered local & long distance moving at sensible prices, free friendly estimate, furniture quilt pad wrapped at no extra charge, furniture uncovered, placed and set up at new location, and courteous, quality trained personnel. (Copy of advertisement enclosed)

After listing the items to be moved, I was told there was a 1,000 pound minimum and that they (Father & Son) would estimate the weight to be within or near the minimum. I was quoted a price of $606.00 as the minimum with an additional charge of 60¢ per pound for any amounts over 1,000 pounds. I was told the $606.00 was payable in cash or cashier's check at the time of pickup. They also estimated the time from pick up to delivery to be about 7 days. Based on these estimates (in comparison to other estimates I had gotten), I went ahead and made arrangements with Father & Son to move my property.

The movers arrived at my home on **May 13th**, 1994 for pick up. At that time my property was listed on the bill of lading and was notated as "paid in full" with the signature of the driver indicating prepayment of **$606.00.**

My mother and I then left to drive to Aurora, Colorado arriving two and 1/2 days later on May 16th.

On **May l&h,** I phoned Father & Son to check on the delivery schedule of my property. I was told that the shipment was 1800 pounds and would cost an additional $429.00. I was asked if I really needed to ship the mattress and box spring as that would save about 100 pounds. I told them to ship it all. The date of delivery was not determined as yet.

I contacted Father & Son by phone during regular business hours on **May 19th, 23rd (3 times, no return call), 24th, 25th, 26th, 29th, June 7th and 9th** with a total cost on these calls of $15.92. Numerous additional calls were made by my father from his place of business to attempt to determine the whereabouts and delivery date of my belongings.

SUMMARY OF **CONTACTS**

May 18th- I spoke with Nick Colton, office manager, and was told "there's a trucking strike. I'm not sure what effect it will have on your shipment. It should arrive within 7 days of pick-up. We will call for the next delivery day which will probably be June 20th."

I was also told during this conversation that there was excess weight in the amount of 800 pounds and an additional sum of $429.00 would be due, in cash, before delivery.

23rd - No delivery received on the 20th. I spoke to Nick and was told: "Your property is enroute but there is no way to speak with the driver. He has to call in to the dispatcher. I'll get more information and call you back". No return call received.

25th - I called F&S 3 times with a return call promised each time. No return call received.

26th - Nick is not in. Secretary called back and promised to find out from dispatcher location of truck. No return call received.

28th - Spoke to Nick who assured me that "shipment is enroute. There is still no way to get in touch with the driver". I inquired about changing the delivery destination to Ft. Collins, Colorado (I w&supposed to take possession of a new apartment so I could start school for the summer session) and was told that this was not possible since there was no service to Ft. Collins (about 60 miles north of Denver).

30th - Spoke with Nick who reported that "shipment is enroute". I pressed the issue since I had been without my property for 17 days with no confirmed delivery in sight, and Nick became rude to me saying "I don't have time to argue with you" at which time he hung up on me.

I then called my father who called F&S. Nick was not available so he left a message to "call back collect if necessary, it was important". No return call received.

3 1st - I decided to call the Better Business Bureau to see if there were complaints against this company. None were listed on the automated system.

My father then decided to get more actively involved and called F&S to work something out. He spoke to Lynn, Nick's personal secretary who was surprised that anyone had estimated a 7 day delivery. The usual time should be about 5-18 business days. She said "if you don't hear from the driver by tomorrow at Noon, call me back and 1'11 get more information". An office number and an 800 voice mail number were left for her to facilitate communication in any way possible.

June 1st - No delivery call was received by noon so dad called Lynn and she promised to call back in 45 minutes or less. No return call received.

2nd - Dad spoke to Nick with me on a conference call. Nick could offer no additional information about the location of my property but suggested we might want to call Overnight Freight ourselves (this is the first time we knew that the property was no longer in F&S possession and in fact had been freighted). We were given an 800 number and the "TMP327232743" shipment ID number and told that the shipment consisted of 3 pallets and 2 large boxes.

My father immediately called Overnight Freight with me on the phone and we found out within minutes that the shipment **was enroute** to Kansas City and that **the shipment had been received by Overnight Freight on May 25th, a full 13 days after Father & Son had picked it up and at least 9 days after F&S had told me directly on May 18th that it was already enroute.**

3rd - From this point on it seemed best to call Overnight Freight since they were so co-operative and seemed to know exactly where the shipment was.

6th - Overnight Freight notified us that there was a C.O.D. amount of $884.00 due on the shipment. I called my Dad and he was furious. We called Nick and demanded to know what exactly was going on with these charges. He said that the charges should not be that much and he would call Overnight and straighten things out. Half an hour later he called my dad and said the additional charges had been reduced to $278.76 but offered no explanation as to how the original C.O.D. charge appeared in the first place.

We then called Overnight Freight to confirm this and were told "Total charges are $60.60 per

hundred weight or $606.00 for 1,000 pounds (oddly enough, the amount I was quoted initially). However, Father & Son receives a 54% discount of $327.24 which leaves a balance due of $278.76. This is the C.O.D. charge listed on the shipment which I must pay before delivery. The shipment was listed at 1,000 pounds" (confirmation enclosed).

Dad called Nick back to discuss the COD charges as being inconsistent with the bill of lading and the quotes received. Nick asked Dad if he had a binding contract to the effect that total charges could only be $606.00. Nick stated that he would speak to him only after he faxed a copy of the contract to him. At that time, my father realized he was not dealing with someone in good faith who valued his customer. We would need to file formal complaints against Father & Son.

8th My mother made a call to Nick and requested an explanation of the additional charges. He said they were "based on size of the load", and that "changes were made in the amount of property moved after estimate was given". However, he could not be specific on how these charges were determined. She specifically asked if it was by weight, volume, square footage, or number of items. Nick would not provide this information on the phone. **My mother then requested that he send an explanation of the breakdown of charges or a reason why he could not explain the charges. Nick agreed to do this. As of this date, no explanation has been received.**

June 9th My property finally arrived at my parents house soiled and damaged, 28 days after it had been picked up. No one was available to unload the truck or to unwrap and place the items in the house as stated in the advertisement.

ATTEMPT TO RECONCILE

After receiving my property, my father wrote a letter to Nick Colton at Father & Son expressing his and my displeasure with the service received, stating the reasons why, and requesting contact from Mr. Colton to work out these differences or a formal complaint would be filed. No contact was forthcoming from Mr. Colton.

COMPLAINTS

1) Bill of lading states that "reasonable dispatch" would be used. We contend 28 days for personal property transportation from Tampa, Florida to Denver, Colorado is not "reasonable dispatch".

2) 7 day delivery was estimated and my selection of movers was made on that estimate. Estimate was not even close and Father and Son repeatedly refused to be truthful as to the whereabouts of my property. I contend that this is misrepresentation.

3) It was not disclosed that my property would be freighted with a trucking company. I selected a mover over a freight company and reasonably expected movers service, i.e.; goods moved on the same truck, someone to pick-up, unload and set-up items at the destination. I only received the pick-up service.

4) Bill of lading states "Paid in full". The "additional" charges of $278.76 we contend were obtained fraudulently by sending the shipment C.O.D.

5) I was lied to regarding the whereabouts of my shipment and when and how it was shipped as evidenced by the confirmation from Overnight Freight within 3 minutes of reaching customer service.

6) Mr. Colton was rude, insensitive, and unwilling to assist in resolution of our complaints or concerns.

ACCEPTABLE RESOLUTION

1) $278.76 additional charges paid directly to Overnight Freight by me to cover freight costs in full. (Already paid in full)

2) Reimbursement of $16.00 for phone charges from Father & Son.

3) Reimbursement of $456.00 of the $606.00 paid originally to Father & Son for non-receipt of "movers service". This will compensate F&S $150.00 for picking up, putting on pallets and delivering the shipment to the local freight company.

TOTAL SETTLEMENT OFFER: $472.00 to be paid by Father & Son Moving to Ellen T. Howard.

Thank you for your attention and assistance in this matter!

Sincerely,

Ellen Howard

Ellen Howard

CONSIGNEE	INBOUND TRAILER	SHIPPER
ELLEN HOWARD PH#303/661237 18347 BASSAN DRIVE AURORA CO 80013 13024653	283059 UPM FREIGHT BILL NUMBER 327 232 749 CITY RTE/BYD SCAC: 4R DEST: DUP	ATHER & SON MOVING & STORA [illegible] TX PARK PIC [illegible] IL 33619 [illegible] (81[illegible])626-0204 ADV CAR

PO# NONE	OVERNITE PHONE NUMBER	PICK UP DATE	ORIG	BL# NONE
	(303)286-7500	05/25/94	IMP	AD OV 278.76 BD

COLLECT THIS AMOUNT

OTC $278.76
$.00
DRIVER COLLECT

DELIVERY RECEIPT COPY: 1

OVERNITE TRANSPORTATION COMPANY

327 232 749

# PCS	HM	PT	DESCRIPTION OF ARTICLES AND SPECIAL MARKINGS	WEIGHT	NMFC	RATE	CHARGES
37		3%	3 HANDLING UNIT(S) USED HOUSEHOLD GOODS 54.00% DISCOUNT 37 PIECES SIGNED FOR ON [illegible] OVNT [illegible] [illegible] 00152	1000	100240-01	60.60 LESS	606.00 (327.24)

OVERNITE

Avid [illegible] 1087

TTL PCS ◄ TTL WT ► 1000

ODOM	ARRIVE	DEPART	TOTAL CHARGES
[illegible]	[illegible]		278.76 COL
DATE	PCS	INITIALS	
[illegible]	3	EW	

DELIVERY EXCEPTIONS	SIGNATURE	FIRM
[illegible]	[illegible]	

RECEIVED THE ABOVE PROPERTY IN GOOD CONDITION EXCEPT AS NOTED

JOHN READING
SUSAN HOWARD
B ILL DATE: JUN 16, 1994
ACCOUNT NUMBER: 303-766-1227-710R

AT&T

MONTHLY SERVICE - JUN 16 THRU JUL 15
1 AT&T 1HR EVENING-DAY PLAN 0.70
AT&T SUBTOTAL OF MONTHLY SERVICE CHARGES $8.70

ITEMIZED CALLS

NO.	DATE	TIME	TO PLACE	TO AREA NUMBER	TYPE	MINUTES	AMOUNT
2	MAY 16	10:16A	COLORDOSPG CO	719 633-7831	=D	3	.79=
3	MAY 16	10:22A	STPETERSBG FL	813 577-662 1	#D	1	.27#
4	MAY 16	8:53P	STPETERSBG FL	813 577-6621	#E	16	2.72#
5	MAY 17	7:41P	FRAMINGHAM MA	508 879- 1916	#E	23	3.91#
6	MAY 18	8:42A	STPETERSBG FL	813 895-5800	#D	12	3.24#
7	MAY 18	1:37P	COLORDOSPG CO	719 633-7831	=D	1	.29=
8	MAY 19	10:50A	STPETERSBG FL	813 895-5800	#D	3	.81#
9	MAY 19	6:27P	STPETERSBG FL	813 577-6621	#E	1	.17#
10	MAY 19	8:53P	STPETERSBG FL	813 577-6621	#E	32	5.44#
11	MAY 20	10:22A	COLORDOSPG CO	719 633-7831	=D	13	3.29=
12	MAY 21	9:55A	COLORDOSPG CO	719 633-7831	=N	1	.17=
13	MAY 21	11:23A	COLORDOSPG CO	719 633-7831	=N	2	.33=
14	MAY 22	5:18P	PICKENS SC	803 878-2058	#E	10	1.70#
15	MAY 23	10:22A	STPETERSBG FL	813 895-5800	#D	2	.54#
16	MAY 23	3:21P	STPETERSBG FL	813 895-5800	#D	2	.54#
17	MAY 23	6:20P	STPETERSBG FL	813 895-5800	#E	1	.17#
18	MAY 24	11:12A	STPETERSBG FL	813 895-5800	#D	3	.81#
19	MAY 25	2:56P	STPETERSBG FL	813 895-5800	#D	5	1.35#
20	MAY 26	5:35P	S'TPETERSBG FL	813 577-6621	#E	1	.17#
21	MAY 26	6:04P	COLOROOSPG CO	719 633-7831	=E	1	.25=
22	MAY 26	8:46P	SARASOTA FL	813 351-3209	#E	1	.17#
23	MAY 28	8:40A	STPETERSBG FL	813 895-5800	#N	4	.56#
24	MAY 29	10:27A	COOKEVILLE TN	615 528- 1040	#N	1	.14#
25	MAY 30	12:50P	STPETERSBG FL	813 895-5800	#E	4	.68#
26	MAY 30	1:17P	STPETERSBG FL	813 895-5800	#E	2	.34#
27	MAY 31	7:25A	DIR ASST FL	813 555- 12 12		0	.75
28	MAY 31	7:26A	TAMPA FL	813 854- 1154	#N	3	.42#
29	MAY 31	7:32A	STPETERSBG FL	813 895-5800	#N	12	1.68#
30	MAY 31	2:00P	STPETERSBG FL	813 894-8181	#D	1	.27#
31	MAY 31	2:05P	STPETERSBG FL	813 894-8181	#D	2	.54#
32	MAY 31	2:08P	WINSTN SAL NC	910 770-2000	#D	7	1.89#
33	MAY 31	2:15P	STPETERSBG FL	813 894-8181	#D	5	1.35#
34	MAY 31	2:27P	WINSTN SAL NC	910 770-2000	#D	2	.54#
35	MAY 31	4:04P	DIR ASST FL	813 555- 12 12		0	.75
36	MAY 31	4:05P	TAMPA FL	813 871-7375	#D	1	.27#
37	MAY 31	8:30P	PLAINFIELD NJ	908 757-7707	#E	16	2.72#
38	JUN 05	7:12P	BETHLEHEM NH	603 869-2244	#E	15	2.55#
39	JUN 05	7:30P	PICKENS SC	803 878-2058	#E	12	2.04#
40	JUN 06	1:45P	DIR ASST FL	813 555-1212		0	75
41	JUN 06	1:46P	BRADENTON FL	813 755-1511	#D	2	.54#
42	JUN 06	1:48P	DIR ASST FL	813 555- 12 12		0	.75
43	JUN 06	1:49P	STPETERSBG FL	813 341-3600	#D	3	.81#
44	JUN 06	1:52P	BRADENTON FL	813 755- 1511	#D	3	.81#
45	JUN 07	9:08A	STPETERSBG FL	813 895-5800	#D	7	1.891
46	JUN 07	5:54P	FRAMINGHAM MA	508 879- 19 16	#E	13	2.21#
47	JUN 08	9:20P	STPETERSBG FL	813 577-6621	#E	30	5.10#
48	JUN 09	10:13A	STPETERSBG FL	813 895-5800	F	11	6.08
		3RD # FROM AURORA CO 303 363-7200					
49	JUN 10	7:53A	STPETERSBG FL	813 577-6621	#N	7	.98#
50	JUN 10	7:53A	STPETERSBG FL	813 577-6621	#D	29	7.831
				SUBTOTAL	14.20		

AT&T REACH OUT (SM) AMERICA CHARGE NOT INCLUDED IN SUBTOTAL
+ INTERNATIONAL DISCOUNTED CALL - CHARGES SUMMARIZED BELOW CHARGE NOT INCLUDED IN SUBTOTAL

FOR AT&T
Billing inquiries call 1 800 222-0300 (NO CHARGE)
Bill page inquiries call

PRINTED ON RECYCLABLE PAPER

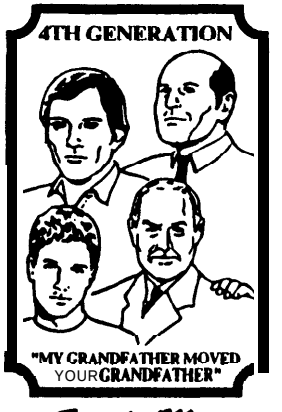
FATHER & SON
MOVING & STORAGE

FAMILY OWNED & OPERATED SINCE 1908

- **FURNITURE** QUILT-PAD WRAPPED **BEFORE REMOVAL** FROM HOME AT NO EXTRA CHARGE
- **FURNITURE UNCOVERED, PLACED & SET UP IN NEW HOME**
- **WE DO NOT REQUIRE ALL** DRAWERS TO BE **EMPTIED**
- **COURTEOUS & QUALITY TRAINED PERSONNEL** • **NEW** PADDED FLOAT PAR VANS AUTOMATIC **LIFTS**
- VANS **FUMIGATED DAILY**
- LICENSED PIANO MOVERS

- SENIOR **CITIZEN DISCOUNT**
- MODERN FIREPROOF **BUILDINGS**
- **SANITIZED PRIVATE ROOMS**
- **LOW MONTHLY RATES**
- **RELIABLE IN HOME INVENTORY**
- NOT READY7 **LEASE PROBLEMS? FAST STORAGE SERVICE**
- **YOU'LL LOVE OUR STORAGE RATES**

SENIORS DISCOUNT



Family Men on Every Van

SHORT NOTICE & SATURDAY MOVING

MODERN MOVING WITH OLD FASHIONED CARE

OFFICE MOVING SPECIALISTS

LOCAL **MOVING EXPERTS**

LOCAL MOVING EXPERTS

SAME DAY SERVICE

7 DAYS

LICENSED & INSURED

NEW YORK EXPRESS

FLA DOT ICC # 225621

LOCAL & LONG DISTANCE MOVING
$ AT SENSIBLE PRICES $

FOR FREE FRIENDLY ESTIMATE and ADVICE IN:

- ST PETERSBURG
- SOUTH PASADENA
- GULFPORT
- PINELLAS PARK
- KENNETH CITY
- SEMINOLE
- ST PETE BEACH
- TREASURE ISLAND
- TIERRA VERDE
- MADEIRA BEACH
- REDINGTON BEACH
- NO REDINGTON BEACH
- REDINGTON SHORES

DIRECT TRIPS TO NEW YORK & NEW JERSEY

AND ALL PARTS OF FLORIDA

CALL

895-5800 OR 896-1400

FLORIDA INCORPORATED

GES

PINELLAS COUNTY
DEPARTMENT OF CONSUMER AFFAIRS
P.O. Box 17268
Clearwater, Fl 34622-0268
(813) 464-6200

Ref. # 9409111

COMPLAINT

PLEASE PRINT

YOUR NAME: Ellen Howard

Address 1739 Azalea Drive #4

City Ft. Collins, State CO ZIP 80526

Home Telephone (303) 416-0028 Business Telephone

COMPLAINT IS AGAINST: Father & Son Movinq

Person Dealt With

Address 3719 Corporex Park Drive

City Tampa, State FL ZIP 33619

Telephone 895-5800

Date of Transaction Product/Service

STATE COMPLAINT - Attach copies of all Documents: Contract, Checks (both sides), Receipts, Bills, Estimates, and Invoices.
(Use Additional Pages if Necessary)

SEE ATTACHED

Signature of Complainant Date

What Adjustment do you consider fair?

OFFICE USE

Disposition Fwd 11 7 2 Ref./Adj. $

HILLSBOROUGH COUNTY

Florida

Office of the County Administrator
Frederick B. Karl

BOARD OF COUNTY COMMISSIONERS
Phyllis Busansky
Joe Chillura
Lydia Miller
Jim Norman
Jan Platt
Ed Turrnchik
Sandra Wilson

Senior Assistant County Administrator
Patricia Bean

Assistant County Administrators
Edwin Hunzeker
Cretta Johnson
Jimmie Keel
Robert Taylor

Dear Consumer:

The Hillsborough County Commerce Department, Consumer Protection Section, has reviewed your complaint.

In accordance with Hillsborough County Ordinance #94-5, this office has no jurisdiction in this matter. We are sorry we could not assist you. We are returning your complaint and any documentation received and suggest you contact the agency indicated on the reverse side for possible assistance.

Sincerely,

COMMERCE DEPARTMENT
CONSUMER PROTECTION SECTION

Attachment

RECEIVED
SEP 19 1994
PINELLAS COUNTY
CONSUMER AFFAIRS

Post Office Box 1110 . Tampa, Florida 33601
An Affirmative Action/Equal Opportunity Employer

CA006

CALL THE AGENCY MARKED ✓

☐	Bankruptcy, U. S. District Court	(8 13) 225-7064	
☐	Better Business Bureau of West Florida, Inc.	(813) 854-l 154	
☐	Building Department	(8 13) 272-5600	Hillsborough County
		(813) 757-3808	Plant City
		(813) 989-7020	Temple Terrace
		(813) 223-8321	Tampa
☐	Cable Television Administration	(813) 272-5217	
☐	Community Codes Enforcement	(813) 744-5557	
☐	Department of Professional Regulation	(800) 342-7940	
☐	Entomology Department	(813) 871-7020	
☐	Environment Protection Agency	(813) 272-5960	
☐	Federal Trade Commission	(404) 347-4836	
☐	Human Resources & Equal Opportunity	(813) 272-6053	
☐	Insurance Commissioner	(8 13) 272-2330	
☐	Lawyer Referral Service	(8 13) 229-8349	
☐	Mediation Diversion Services	(813) 272-5642	
☐	Minimum Standards, City of Tampa	(813) 223-8211	
☐	Pasco County Consumer Affairs	(813) 847-8110	
☑	Pinellas County Consumer Affairs	(813) 464-6200	Consume Af
☐	Postal Inspection Services	(813) 281-5200	PO-Box 17268
☐	Public Service Commission	(813) 744-6093	Clearwater, Fla
☐	Secretary of State	(813) 272-2552	34622-0268
☐	Sheriffs Office	(8 13) 247-8000	
☐	Small Claims Court	(813) 276-8100	
☐	State Comptroller	(813) 272-2565	
☐	State Attorney's Office	(813) 272-5400	
☐	State Consumer Affairs	III State (800) 435-7352	Out of State (904) 488-2221
☐	Wage and Hour Division	(813) 228-2154	

CA006back

BUSINESS REPLY FORM

Reference No. _____

Complainant:
Ellen Howard

FATHER & SON
MOVING & STORAGE
OF TAMPA, INC.
3719 CORPOREX PARK DRIVE, SUITE 300
TAMPA, FL 33619
PHONE: (813) 626-0200

Complete name of Firm or Individual: _____

Address: _____

_____ Telephone: _____

Name of President: _____

Name of Owner: _____

Name, address, and telephone number of person to contact for additional information:
Nick Brieger (813) 626-0200

Please state your position below or you may respond on separate letterhead.

see enclosed letter

Please return completed form to:
Pinellas County Department of Consumer Affairs
P.O. Box 17268
Clearwater, FL 3462200268

_____
(Signature)

RECEIVED

OCT 03 1994

PINELLAS COUNTY
CONSUMER AFFAIRS

FATHER & SON
h oving & S or ge
c Ta pa, In .

"Since 1908"

Tampa (813) 239-3501 • St. Pe [illegible] • Clearwater (813) 449-1301 • Brandon (813) 626-0200
[illegible] (813) 6[illegible]-3502

Four thly , the amoun tha t Ms. Howard would have paid had she sent 1,000 pounds with Ov rnite transportation would have been $606.00. Father & Son does in eed have a contract with Overnite that entitles us to a 54% discount The difference covers the cost to inventory the goods, pick them up at the residence and bring them to our warehouse, and prepare the goods for shipping. It also covers the cost of various supplies used such as mattress and other cartons, cardboard, tape, plastic wrap, and skids.

In conclusion, we feel that Ms. Howard was given a fair estimate of cost and delivery of the goods under the circumstances. If Ms. Howard did indeed pay the additional money to Overnite she would be due a refund of $278.76. We have placed several calls to Overnite and are waiting for verification. We will keep you informed as to the results of our investigation into this matter. If you have any questions, or feel we may be of service to you, please call. our office at (813)626-0200.

Sincerely,

H.A. Nicholas Brieger, Jr.
Operations Manager

3719 Corporex Park Drive Suite 300 Tampa, Florida 33619

FATHER & SON
Moving & Storage
of Tampa, Inc.

"Since 1908"

Tampa (813) 239-3501 • St. Petersburg (813) 895-5801 • Clearwater (813) 449-1201 • Brandon (813) 626-1201
Fax (813) 620-3502

September 29, 1994

Pinellas County Department
of Consumer Affairs
P.O. Box 17268
Clearwater, FL 34622-0268

Dear Sirs,

This letter is reply to Ellen Howard's letter dated August 7, 1994. There are several issues I would like to respond to in reference to the shipping of Ms. Howard's goods.

First, there were additional. items added to the shipment when our driver picked up the goods -- including a mattress and boxspring. The actual number of items almost doubled from the original list we were given over the telephone. Our driver was told not to worry about the extra items or charges at the point of pick up. The driver mistakenly wrote balance due paid in full instead of deposit as is our usual policy. The estimate Ms. Howard was given was for 1,000 pounds, but the actual weight of the shipment was 1640 pounds. The original quote was $606.00; the additional weight brought the amount up to $1035.00 -- a difference of $429.00. When I realized that the driver had written in paid in full for the $606.00 I called the home office and local terminal to tell them not to collect the $429.00 due since our driver had indeed made the mistake.

Secondly, Ms. Howard claims she was told that the shipment went out on May 18, 1994, but in the letter she wrote dated August 7, 1994 she states that on that same date "I was asked if I really needed to ship the mattress and box spring." On May 18th we were giving her the option as to what she would like shipped; obviously the shipment could not have already been picked up.

Thirdly, Ms. Howard was never given a guaranteed delivery date. In the Overnite Transportation service guide it states about six days for delivery from Tampa to Denver. She was told that there was a trucking strike, but normally it takes around seven days from the day Overnite picks up and that she would be contacted when the shipment arrived at the Colorado terminal. This information was repeated to Ms. Howard and her family each time they called. Ms. Howard kept demanding immediate delivery and I kept telling her that I could not make that happen; she would be contacted by the local. dispatcher.

3719 Corporex Park Drive Suite 300 Tampa, Florida 33619

PINELLAS COUNTY
DEPARTMENT OF CONSUMER AFFAIRS
P.O. BOX 17268
CLEARWATER, FL 3462200268
(813) 464-6200

Ref.# 9412043

COMPLAINT

YOUR NAME: Mary K. Newton

Address: 12929 128th Ave. N
Largo, FL 34644

Home Telephone: 813-595-9187 Bus: 581-2824 Ext. 3040

COMPLAINT IS AGAINST: United Van Lines

Address: One United Drive
Fenton, MO 63026

Telephone: 314-326-3100

Date of Transaction: _____ Product/Service _____

STATE COMPLAINT: - Attach copies of all Documents: Contract, Checks (both sides), Receipts, Bills, Estimates, and Invoices.

PLEASE SEE ATTACHED LETTER

Signature of Complainant Date

What Adjustment do you consider fair? _____

Disposition _____ Ref./Adj. $_____

Dec. 6, 1994

United Van Lines World Headquarters
One United Drive
Fenton, MO 63026

I am writing to inform you of what I believe was a case of low bidding an estimate to get business. Although it happened to us months ago there's not a month that goes by when I don't think of what happened and feel angry, hence this letter.

In Sept. 93 Dennis Gagnon of United Van Lines, Hartford, CT. visited our home in Terryville, CT. to give us an estimate on our move to Clearwater, FL. I personally walked Mr. Gagnon through every room and closet in the house pointing out everything that would be going. He gave us an estimate of 3,500 pounds and $ 1,463.78. We were impressed with Mr. Gagnon and the estimate fit right into our budget, so we decided to go with United Van Lines.

The morning of our move the truck arrived on time and the moving men were courteous, however no protection was placed on the carpet or railings as promised to prevent soiling. That evening I called United Van Lines to find out the exact dollar figure to make the money order for and was told $ 2,107.93 which was $ 644.15 above the estimate. Needless to say I was in shock!! There must be some mistake. The following morning I phoned and spoke with Dennis Gagnon expressing my feelings. He was very rude and said, " That's what happens when you add things." I was appalled. "What are you talking about? What things?" I asked. He said, looking at the list I can see an ironing board and an air conditioner. I know that I showed him the ironing board hanging in the linen closet and the air conditioner in the garage when he came to our home. Regardless, there would have had to have been alot of ironing boards and air conditioners to add up to an extra 2,000 pounds!

Needless to say we felt as if our belongings were being held hostage. What could we do but pay the money, it was his word against ours.

When the truck arrived in Clearwater we had the truck weighed, which really proved nothing except that it weighed 5,500 pounds. It proved to us that Mr. Gagnon grossly under estimated the weight to get our business.

My sister and her husband moved to Clearwater in Feb. 1991 and had used the same moving company. After our incident I asked to see their estimate and invoice and I remember it also being between $600 to $700 over estimate. A coincidence?? I think not.

Enclosed please find copies of our estimate and invoice.

Unfortunately we can no longer locate my sisters paperwork, however if you care to research their name is Whisher and they moved from Bristol, CT in Feb. 1991.

I would greatly appreciate a reply from you regarding this matter. Thank you for your time. Looking forward to hearing from you.

Sincerely,

Mary K. Newton

Mrs. Mary K. Newton
12929 128th Ave. N
Largo, FL 34644
813-595-9187

enclosures

cc: Consumer Affairs
State Attorneys Office
P.O. Box 17268
Clearwater, FL 34622-0268

1 UNITED DRIVE
FENTON, MO 63026
PHONE (314) 326 3100

DELIVERING CARRIER (IF ANY)

I C C NO. 67234

UNITED. 609 729 3

THIS SHIPMENT IS NAMED SHIPPER OPTION — SHIP HOUSEHOLD GOODS DESCRIBED BELOW

F SHIPPER MR TIM NEWTON 203-584-5993
R COMPANY (ASSOCIATED WITH) C O D
O STREET ADDRESS 64 FALL MOUNTAIN RO
M ORIGIN TERRYVILLE HARTFORD 002 C T
EST# 06786

CONSIGNEE SAME
T 813-785-3550 SELF STOR 813/785-765
() STREET ADDRESS 29712 U.S. 19 NORTH SELF STORE
DEST. CLEARWATER PINELLAS 052 FL
06802 34621

DATE LOADED FROM RESID OR PERM STGE 10/04/93

AGREED PICK UP PERIOD		AGREED DEL PERIOD	
EARLIEST	LATEST	EARLIEST	LATEST
10/04	10/04	10/08	10/13

XX ☒ GUARANTEED SERVICE DATES (IF APPLICABLE) DAILY ALLOWANCE (IF APPLICABLE) _____

XX ☒ C.O.D. ☐ PPD ☐ GOV ☐ NAT ACCT. NO.

NOTIFY IN CASE OF: ☐ DELAY ☐ CHARGES
NAME C/O RON WISHER 813/785-3550
ADDRESS OR 789-2459
CITY

BILL TO: C O D,,CASH OR CERTIFIELD CHECK
P.O. BOX PAYABLE TO UNITED VAN LINES, INC
STREET: PRIOR TO UNLOADING. . .
CITY & STATE
ATTN:

☐ EXCLUSIVE USE OF A VEHICLE ORDERED (MIN. 1400 CU. FT.)
☐ SPACE RESERVATION CU. FT. ORDERED (MIN. 300 CU. FT.)
☐ FOR SELECTED DELIVERY DATE (SERVICE REQUESTED) SHIPMENT TO BE TRANSPORTED AT AGREED MINIMUM WEIGHT OF _____ POUNDS.
SIGNATURE OF SHIPPER OR THEIR AGENT X

COST OF CONTAINERS, AND PACKING AND UNPACKING SERVICES	CONTAINERS NUMBER	BY AGT	PER EACH	TOTAL	PACKING SCHEDULE ( ) NUMBER	BY AGT	PER EACH	TOTAL	UNPACKING SCHEDULE ( ) NUMBER	BY AGT	PER EACH	TOTAL
TOTAL CONTAINERS ▶					TOTAL PACKING ▶				TOTAL UNPACKING ▶			

Maxpack _____ lbs _____ cwt _____ ▲ TOTAL CONTAINERS PACKING & UNPACKING

1 All terms written, and printed, stamped or typed on the front or back of this form, are agreed to by both parties.
2 If credit is extended by the carrier by agreeing to bill an employer or other party, and in the event that any or all of the charges are not paid, the owner of the goods and/or beneficiary of the services acknowledges he remains primarily liable for payment.
3 The above named shipper agrees that this carrier shall transport the goods and effects tendered by the shipper subject to the preceding

	ORIGINAL	REWEIGH
LBS. GROSS	43,780	
LBS. TARE	38,280	
LBS. NET	5,500	
MIN. WT.		

☐ SHIPPER REQUESTED REWEIGH

VALUATION

THIS IS A TARIFF LEVEL OF CARRIER LIABILITY • IT IS'NOT INSURANCE. *UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 60 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP-SUM VALUE DECLARED BY THE SHIPPER OR AN AMOUNT EQUAL TO $1.25 FOR EACH POUND OF WEIGHT IN THE SHIPMENT, WHICHEVER IS GREATER. THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF.*

SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING $ VAL 5000
(TO BE COMPLETED BY PERSON SIGNING BELOW)

THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "60 CENTS PER POUND PER ARTICLE". OTHERWISE, THE SHIPMENT WILL BE DEEMED RELEASED TO A MAXIMUM VALUE EQUAL TO $1.25 TIMES THE WEIGHT OF THE SHIPMENT IN POUNDS.

OR

The shipper may declare this shipment released with full Value Protection (with at least a $3.50 per pound minimum value indicated above) by checking and initialling one of the following:
Tariff Full Value Protection no deductible ☐ _____
Tariff Full Value Protection $250 deductible ☐ _____
Tariff Full Value Protection $500 deductible ☐ _____
Note: If Full Value Protection is checked and initialled but no value is stated above then the shipment will be deemed released with a maximum value of $3.50 per pound.

SIGNED X Mary K Newton
SHIPPER DATE

▶ EXTRAORDINARY (UNUSUAL) VALUE ARTICLE DECLARATION ◀

I acknowledge that I have prepared and retained a copy of the "Inventory of Items Valued in Excess of $100 Per Pound Per Article" that are included in my shipment and that I have given a copy of this Inventory to the carrier's representative. I also acknowkdge that the carrier's liability for loss of or damage to any article valued in excess of $100 per pound will be limited to $100 per pound for each pound of such lost or damaged article (based on actual article weight), not to exceed the declared value of the entire shipment, unless I have specifically identified such articles for which a claim for loss or damage is made on the attached Inventory. The "Inventory of Items Valued in Excess of $100 Per Pound Per Article" is hereby incorporated herein by reference.

SIGNED X _____
SHIPPER DATE

AGENT CODE	NAME	PHONE NO.
Book	609 CAPITOL MOVING &	2032417900
Dest.	4 COOK/SARASOTA MOV	8137552631
Origin	609 CAPITOL MOVING &	2032417900
G-11	VAN NO	MILES / AUTH BY

BILL OF LADING COMPLETED BY _____ DATE _____

DRIVER ID	VAN NO.	PICKUP DATE	FROM	TO
711-20	507/711	10/8/3	G-11 WHSE	DEST

DRIVER SIGNATURE FOR BILL OF LADING _____ DRIVER CODE _____ DATE _____
DELIVERED BY DRIVER SIGNATURE _____ DRIVER CODE _____ DATE _____

DELIVERY ACKNOWLEDGMENT

SHIPMENT WAS RECEIVED IN APPARENT GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES ORDERED WERE PERFORMED.
SIGNED X Mary K Newton (Consignee) DATE 10-12-93
REQUEST FOR STORAGE _____ Warehouse _____
(Consignee's Signature) Date Control No.

CONTRACT NO	TARIFF	SECT	EXCEPTION	MILES	PERCENT	RATE
	400I	3	BL48	1,214		

TOTAL WEIGHT	BASE WEIGHT	BASE CHARGE	EXCESS WEIGHT	EXCESS RATE	TOTAL LINEHAUL CHARGES
5,500	4000	2860.00	1500	5.30	7829.50

AGENT	DESCRIPTION		RATE	OTHER CHARGES
609	ADD'L TRANORIG	5500@	1.50	82.50
609X711	FL ADDL TRANSP	5500@	.75	41.25
	SUBTOTAL			3813.25
	DISC. BOTTOMLINE	48.00%		1830.36
	NET TOTAL			1982.89
8000	VALUATION $	6,900	.70	48.30 **
	INS REL REV	1,918.50	4.000	76.74 **
8000				**

MILES	WEIGHT	CHARGE	WEIGHT	RATE

1ST DAY _____ DATE IN _____
2ND DAY _____ TO _____ NO. DAYS _____
WAREHOUSE HANDLING
EXTENDED VALUATION

PAYMENT ACKNOWLEDGMENT

PREPAYMENT REC'D _____ DATE _____ CODE _____ TOTAL PREPAID 2107.93
BY
PAYMENT REC'D AT DESTINATION _____ DATE _____ CODE _____ BAL. DUE
$ 2107.93 BY Bob Moore 711-20

A
B 2107.93 TOTAL ESTIMATE
C 110% OF ESTIMATE

COLLECT SHIPMENTS Collect shipments must be paid in U.S. funds by cash, money order or certified check before property is relinquished by carrier. Money orders and traveler's checks must be in amounts of $100 or less. Personal checks will not be accepted.

TEL 1 (REV 7/93)

2 FREIGHT BILL CONSIGNEE'S COPY IF C.O.D. TO CONSIGNEE ON PAYMENT

1 UNITED DRIVE FENTON, MO 63026
PHONE (3 14) 326-3 100

ICC NO.67234

UNITED UNITED. Van Lines

IN ANY CORRESPONDENCE ORDER NUMBER: 609 | 729 | 3

THIS SHIPMENT IS A NAMED SHIPPER OPTION**

SHIPPER MR T I M NEWTON 203-584-5993

COMPANY (ASSOCIATED WITH) C O D

STREET ADDRESS 64 FALL MTN. RD.

ORIGIN TERRYVILLE LITCHFIELD 003 CT

EST# 609 5845993 06786

CONSIGNEE SAME

Tropicana Mini Storage

STREET ADDRESS 29712 U.S. 19 NORTH

DEST. CLEARWATER PINELLAS 052 FL

06717

PACKING DATE	AGREED PICK UP PERIOD EARLIEST	LATEST	PREFERRED	AGREED DEL. PERIOD EARLIEST	LATEST	PREFERRED
10/04	10/04	10/04	10/04	10/08	10/13	10/08

NOTIFY IN CASE OF: XX DELAY ☐ CHARGES

NAME MR RON WISHER 813-785-3550

ADDRESS OR 789-2459

CITY

XX GUARANTEED SERVICE DATES (IF APPLICABLE) DAILY ALLOWANCE (IF APPLICABLE)

XX C.O.D. ☐ PPD. ☐ GOV. ☐ NAT. ACCT NO.

BILL TO: C O D. CASH OR CERTIFIED CHECK

P.O. BOX PAYABLE TO UNITED VAN LINES, INC

STREET: PRIOR TO UNLOADING...

CITY & STATE

ATTN:

☐ EXCLUSIVE USE OF A _____ CU. FT. VEHICLE ORDERED (MIN. 1400 CU. FT.)

☐ SPACE RESERVATION _____ CU. FT. ORDERED (MIN. 300 CU. FT.)

☐ SELECTED DELIVERY DATE SERVICE REQUESTED. SHIPMENT TO BE TRANSPORTED AT AGREED MINIMUM WEIGHT OF _____ POUNDS

SIGNATURE OF SHIPPER OR THEIR AGENT X

CUSTOMERS COPY

609 CAPITOL MOVING & STORAGE 203-241-7900
420 LEDYARD ST. HARTFORD CT

4 COOK/SARASOTA MOVING SYST 813-755-2631
4505 30TH STREET WEST BRADENTON FL

COST OF CONTAINERS, AND PACKING AND UNPACKING SERVICES	CONTAINERS NUMBER	PER EACH	TOTAL	PKG SCHEDULE ( ) NUMBER	PER EACH	TOTAL	UNPKG SCHEDULE ( ) NUMBER	PER EACH	TOTAL	COMMODITY CODE
										HHGD
	TOTAL CONTAINERS			TOTAL PACKING			TOTAL UNPACKING			TOTAL CONTAINERS PACKING & UNPACKING

BULKY ARTICLE (SPECIFY)

MaxPack lbs. cwt.

IF AUTO. ENTER
YEAR
MAKE
MODEL

MIN. WT.	CUBIC FEET	CONTRACT NO.	TARIFF	SECT	EXCEPTION	MILES	PERCENT	RATE
	500		400J	3	BL4800	1,214		

WEIGHT HHG'S	AUTO	TOTAL	BASE WEIGHT	CHARGE	EXCESS WEIGHT	RATE	TOTAL LINEHAUL CHARGES
3,500		3,500	2,000	1685.00	1500	58.75	2566.25

SPECIAL INSTRUCTIONS/COMMENTS

SHIPPER REQUESTS TO VIEW WEIGHINGS: ☐ YES ☐ NO XX

ADDITIONAL SERVICES

DESCRIPTION	RATE	OTHER CHARGES
ADD'L TRANORIG 3500@	1.50	52.50
FL ADDL TRANSP 3500@	.75	26.25
VALUATION $ 5,000	.70	35.00 **
INS REL REV 1,334.50	4.000	53.38 **

X DENNIS GAGNON MOVING CONSULTANT 609
CARRIER'S REPRESENTATIVE AGENT CODE

I. Shipper hereby makes, constitutes and appoints Tel.
Name _____ Add. _____ No. _____
as true end lawful agent for shipper to act in shipper's name, place and stead, to give carrier Instructions, perform all acts and to execute all documents pertaining to the transportation and services ordered until such time as said transportation and services are performed.

2. The rules, regulations and carrier's Provisions regardtng estimates as set out in the Tariff currently in effect on the date applicable as filed with the Interstate Commerce Commission shall govern this shipment.'

3. All terms written. and printed. stamped or typed on the front or back of this form, are agreed to by both parties.

4 Unless credit approval is completed in advance,of shipment, all monies must be paid in U.S funds, by cash, cashier's check. certified check or money order at or before the time of delivery.

5. If credit is extended by the carrier by agreeing to bill an employer or other party, and in the event that any or all of the charges are not paid, the owner of the goods and/or beneficiary of the services acknowledges he remains primarily liable for payment.

6. The sbove named shipper agrees that this carrier shall transport the goods and effects tendered by the shipper subject to the preceding.

7 In the event storage-in-transit services are not estimated but are provrded. the cost of these services will be in addition to the amount stated. Such services and applicable charges will be based upon the actual weight of the shipment for actual days in storage

ESTIMATE SUMMARY-

A. If this shipment is a binding estimate. then this amount covers only the services and quantities shown in the estimate. If items are added to the shipment or additional services are oerformed. additional coat may result.

B. Important Notice: If this shipment is a non-binding estimate, then this amount covers only the articles and services listed in the estimate. It is not a guarantee that the actual charges will not exceed the amount of the estimate. Common carriers are required by law to collect transportation and other incidental charges computed on the basis of rates shown in their lawfully published tariffs regardless of prior rate quotations of estimates made by the carrier or its agents. Charges for loading, transporting, and unloading are based upon the actual weight of the goods transported. Such charges cannot be determined prior to the time the goods are loaded on the van and weighed. Charges for additional services will be added to the transportation charges.

C. If the total charges for the listed articles, and services exceed the amount of the non-binding estimate (Item B) by more than ten percent, then, upon your request, the carrier must relinquish possession of your shipment upon payment of the estimate plus ten percent, plus payment in full for nny services not shown in tho estimate. You are obligated to pay the balance of the total charges within thirty days of delivery.

X Mary K. Newton DATE 9/24/93
CUSTOMER'S SIGNATURE FOR ESTIMATE AND ACKNOWLEDGEMENT OF RECEIPT OF ICC FORMS OCP-100 (YOUR RIGHTS & RESPONSIBILITIES WHEN YOU MOVE) AND OCP-101 (ANNUAL PERFORMANCE REPORT)

ESTIMATE VALID THROUGH

☐ SIT P/D

MILES	BASE WEIGHT	CHARGE	EXCESS WEIGHT	RATE

1ST DAY DATE IN
N 0 DAY TO NO DAYS
WAREHOUSE HANDLING

☐ EXTFNOEO VALUATION **

-TOTAL SUBJECT TO DISCOUNT $ 2,645.00
ADISCOUNT 48.00% $ 1,269.60
BNET TOTAL S - Q - -
- TOTAL EXCLUDED ITEMS $ 88.38 **
B.TOTAL ESTIMATE S-1,461&.28-

C. $ 1

You should sign below only if you wish this carrier to perform all the services required. By signing, shipper also acknowledges receipt of the Order for Service

X Mary K. Newton 9/24/93

TABLE OF MEASUREMENTS

Quan Orig	Quan Damage	ARTICLE	CU. FT.	Quan Orig	Quan Damage	ARTICLE	CU. FT.	Quan Orig	Quan Damage	ARTICLE	CU. FT.
		LIVING ROOM				**BEDROOM**				**APPLIANCES**	
		Bar, Portable	15			Bed Incl Sp/Matt				Air Cond/Window Sm	15
		Bench, Frsd/Piano	5			Waterbed Base	10			Large	20
		Bookcase	20			Rollaway	20			Dehumidifier	10
		Bookshelves, Sect.	5			Single/Hollywood	40			Dishwasher	20
		Cabinet, Curio	10			Std/Dbl.	60			Freezer	
		Chair, Straight	6			Queen	65			10 or less	30
		Arm	10			King	70			11 to 15	45
		Rocker	12			Bunk (Set 2)	70			16 or Over	60
		Occasional	15			Bookshelves, Sect.	5			Range, 30" Wide	15
		Overstuffed	25			Chair, Boudoir	10			36" Wide	30
		Chest, Cedar	15			Str/Rocker	5			Refrigerator (CuCp)	
		Clock, Grandfather	20			Chaise Lounge	25			6cu. ft or less	30
		Day Bed	30			Chest, Bachelor	12			7 to 10cu. ft.	45
		Desk, SM/Winthrop	22			Cedar	15			11cu. ft over	60
		Secretary	35			Armoire	30			Trash Compactor	15
		Fireplace Equip.	15			Desk, SM/Winthrop	22			Vacuum Cleaner	5
		Footstool	2			Dresser/Vanity Bch	3			Washing Machine	25
		Hall Tree Rack	2			Vanity	20			Dryer	25
		Large	12			Single	30				
		Lamp, Floor	3			Double	40			**MISCELLANEOUS**	
		Pole	3			Triple	50			Baby Carriage	4
		Magazine Rack	2			Lamp, Floor	3			Barbells lbs.	
		Music Cabinet	10			Night Table	5			Basket (Clothes)	5
		Organ, Small	20			Rug or Pad Small	3			Bicycle	5
		Piano, Baby Gr/Upr	70			Large	10			Tricycle	2
		Parlor Gr.	80			Wardrobe, Small	20			Bowling Ball/Bag	3
		Spinet/Console	60			Large	40			Card Table	2
		Radio, Table	2							Folding Chairs	1
		Rec. Player, Port.	2							Clothes Hamper	5
		Rug or Pad Small	3			**NURSERY**				Cot, Folding	10
		Large	10			Bathinette	5			Desk, Office	30
		Sofa, Rattan/Wicker	10			Bed, Youth	30			Fan	5
		Sec., Per Sec.	30			Chair, Childs	3			Fern/Plant Stands	2
		Loveseat	35			High	5			Filing Cab. Crdbd.	3
		3 Cushion	50			Chest	12			2 door	10
		Hide, 4 Cush.	60			Chest, Toy	5			4 door	20
		Stereo Component	8			Crib, Baby	10			Footlockers	5
		Console	15			Table, Childs	5			Game Table	15
		Tables, Drop/Occas	12			Playpen	10			Golf Bag	4
		Coffee	5			Rug, Large, or Pad	10			Heater, Gas/Elec.	5
		End	5				3			Metal Shelves	5
		Telephone Stand	5							Ping Pong Table	40
		TV, Portable	5							Pool Table Comp.	40
		Table Model	10							Slate	100
		Console	15			**PORCH & OUTDOOR**				Power Tool Hand Ea	3
		Combination	25			BBQ Grill, Small	2			Tool Stand	15
		Stand	3			Large	10			Sewing Mach., Port	5
		Trunk	5			Chairs, Aluminum	1			w/Cabinet	20
						Metal				Sled	2
						Wood	5			Suitcase	5
						Gard. Hose & Tools	10			Table, Utility	5
		DINING ROOM				Glider or Settee	20			Tackle Box	1
		Bench, Harvest	10			Ladder, 6' Step	3			Tire	3
		Buffet (Base)	30			8' Metal	2			Tire w/Rim	5
		Hutch (Top)	20			Extension	8			Toolchest, Small	5
		Cabinet, Corner	20			Lawn Edger	3			Medium	10
		Dining Table	30			Mower, Hand	5			Large	15
		Chair	5			Mower, Power	15			Trash Can	7
		Leaf	2			Mower, Riding (HP)	35			Wagon, Child's	5
		Server	15			Leaf Sweeper	5			Wastepaper Basket	2
		Tea Cart	10			Outdoor Child Slide	10			Work Bench	20
		Rug or Pad Small	3			Child Gym	20				
		Large	10			Dry. Racks	5				
						Swing Set	30			Automobile	
		KITCHEN				Picnic Table	20			Boat/Motorcycle	
		Bkft. Suite, Chairs	5			Bench	5				PCS / CUB
		Breakfast Table	10			Roller, Lawn	15			Total This Column	
		Chair, High	5			Rug or Pad Small	3				
		Ironing Board	2			Large	7				
		Kitchen Cabinet	30			Sand Box	10				
		Microwave Oven	10			Spreader	2				
		Serving Cart	15			Table, Small	2				
		Stool	3			Large	4			Total	
		Table	5			Umbrella	5				
		Utility Cabinett	10			Wheelbarrow	8				
		Total Cal. 1				Total Col. 2					

PACKING		CARRIER PACKED	OWNER PACKED	Tot. Ctn.	Cb.	Tot. Cb.
Dish-pack					10	
CARTONS	1½ cubic feet				1.5	
	cubic feet				3	
	4½ cubic feet				4.5	
	6 cubic feet				6	
	6½ cubic feet				6.5	
Wardrobe Ctn.					10	
MATTRESS CARTONS	Crib					
	Single (TO 39"X75")					
	Double (TO 54"X75")					
	Qn/Kg (Over 54"X75")					
CORRUGATED MIRROR CONTAINERS						
Crates & Containers						

Planes / Glider / Ultralight ___ Lin Ft x 120 lbs = ___
Boat / Sailboat under 14 ft ___ Qty x 700 lbs = ___
Boat / Sailboat 14 ft & over ___ Qty x 2500 lbs
Boat Trailers, any length ___ Qty x 1600 lbs = ___
Travel Camper / Horse Traders ___ Qty x 7000 lbs = ___
Other ___ Qty x ___ lbs = ___

Total Wt. Additive ___

Total Est. Weight

Signing below acknowledges receipt of an estimate your move based on the Table of Measurements a other Information listed on the reverse side. Only t items listed ere included in the cost. Any items add or additional services may result in additional cost

x Mary K. Newton 9/24/9

Shipper Signature Date

Carrier's Representative

Feb. 9, 1995

C er Affairs
.torneys Office
. box 17268
Clearwater, FL 34622-0268

Re: Case # 9412043

Attn: Debra Berry

I am writing this letter in reply to United Van Lines letter [illegible] Jan. 19, 1995 and Dennis Gagnon's letter dated Dec. 13, 1994.

Both letters claim that I added items to the list, here is my version of Mr. Gagnons walk through. I showed him 4 full closets, one of which was a double and informed him all contents were to be packed and moved, the same was also true of 1 cedar chest, 3 large bureaus, 2 desks, 1 bookcase, 1 gun cabinet, 5 rooms of wall hangings and knacks, 15 kitchen cupboards and 6 drawers. And all that according to Mr. Gagnon was suppose to fit into 50 cartons! I know now that was impossible.

My husband is a carpenter and I showed all his tools, and ladders be moved and even mentioned the wood tool box was full and heavy. The generator was in the garage and I explicitly said that was to be moved because we'd probably need it where we were going. He was showed the items he claims he wasn't and claims we moved 2 kitchen tables! We sold our one and only kitchen table and 4 chairs in Connecticut to a woman I worked with. As of this date we still have not purchased a kitchen table, we are using a small drop leaf telephone table and resin chairs as a kitchen set which we did move from Ct.. My brother did ask us last minute to take his fishing gear which we did add. I'll stop here.

'll stand by my claim of low bidding an estimate to get business

hank you for your time and if you should have any questions please feel free to contact me.

incerely,

Mary K. Newton

s. Mary K. Newton

RECEIVED

FEB 0 9 1995

PINELLAS COUNTY
CONSUMER AFFAIRS

United Van lines, Inc.
One United Drive
Fen ton, Missouri 63026
(314) 326-3100

RECEIVED
JAN 23 1995
PINELLAS COUNTY
CONSUMER AFFAIRS

UNITED UNITED UNITED®
Van Lines

January 19, 1995

James B. Lewis
Department of Consumer Affairs
Pinellas County, Florida
P.O. Box 17268
Clearwater, FL 34622-0268

Re: Order No. 609-729-3

Dear Mr. Lewis:

Thank you for your inquiry regarding the relocation of Ms. Mary K. Newton, from Connecticut to Florida. As a Customer Service Specialist, it is my responsibility to respond to concerns regarding costs and services.

In getting the original letter from Ms. Newton, I began my investigation. Because your inquiry came before my response to the customer, my response will be to you with a copy to the customer.

I contacted Mr. Gagnon, of Capitol Moving & Storage, and obtained copies of the paperwork and his response to the customer's allegations. I am enclosing the copies for your reference; however, I will also explain the situation.

The customer received a non-binding estimate, based on the items the salesperson was told were to be moved. Interstate movers are regulated by the Interstate Commerce Commission, and as such are required to assess and collect charges based on the actual weight of a shipment and the actual services performed. The number of items moved by the customer were certainly more than were estimated, and the actual weight was, of course, used to calculate the actual charges. Mr. Gagnon did try to explain this to the customer.

The items listed on the Table of Measurements also included many items that Mr. Gagnon viewed at the residence, but had been advised were not going to be moved. These items were marked in the "not to go" columns. Some of these items did move, along with items that were never viewed at the residence. Not only 'did I go by the paperwork sent to me by the salesperson, but I also did a reconstruction of the items that were listed on the inventory, and compared them to the items listed on the Table of Measurements.

For your convenience, I have enclosed my listing of the items on the form we use for a constructive weight analysis. The items with a- check mark were listed as moving, on the Table of Measurements, and the items marked with an "X", were either additions to the items estimated or never mentioned at all on any of the paperwork for the estimate. Examples would be: 3 air conditioners listed as "not to go" and 1 was shipped---l ironing board was listed "to go", but 2 were shipped, In all, the estimate reflected that 123 items were being shipped, which included 52 owner packed cartons. The inventory reflects 232 items were shipped, which included 112 owner packed cartons.

I regret that the actual charges were more than what was estimated; however, United must calculate the charges on the items. a customer actually decides to move. The customer had been given the opportunity to have the shipment re-weighed, at the time of the delivery, and that was done. The reweigh confirmed the original weight of 5,500#. I have enclosed both sets of weights.

I regret that Mrs. Newton feels that the salesperson under-estimated their weight, intentionally. This was not done, and regardless of which moving company she chose, the actual weight would have been calculated. We do not know if Mrs. Newton had other estimates, or how they may have compared with the actual weight of her shipment.

There is nothing in our computers regarding a move for Whisher, in 1991. If they could supply us with a correct order number, we could check to see if there is a file for this relocation in our storage. We would be happy to then check out their concerns regarding that move, but we would need the request from the actual shipper. We would be unable to release any information, without consent, regarding another customer's relocation.

We sincerely regret that all aspects of this move did not meet with the customer's expectations; however, the tariff charges for the move are correct. Thank you for giving us the opportunity to look into this matter for you.

Sincerely,

Betty Sue Pelizzari

Betty Sue Pelizzari
Customer Assistance

bp
cc: 609 Capitol Moving & Storage - Kenneth Gagnon
Mary K. Newton - 12929 128th Ave. N. - Largo, FL 34644

CONVENIENTLY LOCATED OFF AIRPORT ROAD

Capitol
Moving & Storage Co., Inc.

420 Ladyard Street • Hartford, CT 06114

December 13, 1994

TO: Betty Pelizzari

FROM: Dennis Gagnon, Agent 609

RE: Mary Newton, 609-729-3

I am writing in response to Ms. Newton's letter of December 6, 1994.

To follow is a copy of the original cube sheet which was tabulated on the date of the survey 8/9/93.

After comparing my driver's inventory with the cube sheet I found several differences between the items the customer said would be shipped as to the items which actually were shipped. I had this list prepared and available at the time Ms. Newton called for the charges. I went through this list over the phone and stated that the increase in cost is due to the increase in the number of items she added to the shipment. The list of added items is as follows:

62 PBO cartons (60 were included in the estimate 162 shipped)
1 Step ladder (only two were in the estimate)
1 air conditioner (3 checked off in the not to go column)
2 wall boards
1 garden hose and reel
several assorted garden tools
plastic outdoor tables
1 large tarp
1 table saw
1 floor jack
1 bandsaw
1 rowing machine
2 card tables
1 coffee table
1 foot stool
1 rocker

1 kitchen table (only one was to go, two were shipped)
1 toy chest
1 Towel rack/v&t
1 ironing board
fishing rods
1 generator

I can certainly understand Ms. Newton's concern over the difference between the actual price as compared to the original estimate. However, I can not understand how she would not expect the price to go up after adding the above items; most of which are significant in terms of weight. When I met with the Newtons I explicitly stated that the actual charges would be based upon the actual weight. Ms. Newton assured me that she understood

Betty, I have been in sales for four years, and in the moving business for over 16 years. I do 6-7 estimates per day. I approach a survey the same way each time. I go room by room with the customer and I let the customer point out the items they want shipped. Before leaving the room I point to any items the customer did not mention and ask them if they intend to ship them. I performed the survey with Ms. Newton in the same manner. Ms. Newton specifically said all of the above items would not go.

Ms. Newton was responsible for telling me which items would be shipped and was responsible for making certain that only those items were shipped. How was I to know that she would change her mind and ship more items. The fact that the bill went over the estimate was her responsibility, as is the payment of the bill.

Please call me if you have any questions &need further information.

Dennis E Gagnon
Residential Business Manager
Capitol Moving & Storage Co., Inc.

United Van Lines, Inc.
One United Drive
Fen ton, Missouri 63026
(3 14) 326-3 100

UNITED UNITED UNITED®
Van Lines

December 29, 1994

RECEIVED
JAN 0 4 1995
PINELLAS COUNTY
CONSUMER AFFAIRS

Mr. James B. Lewis
Chief Investigator
Department of Consumer Affairs
Pinellas County
P.O. Box 17268
Clearwater, FL 34622-0268

Re: Consumer Complaint of Mary K. Newton

Dear Mr. Lewis

Your letter of December 13, 1994 has been forwarded to me for response.

It is indicated on the above referenced Complaint form that there was a letter attachment, however, the attachment itself was not included in the materials sent to United Van Lines. If you will forward to the undersigned a copy of Mary Newton's complaint information, we will then be in a position to provide you with a written statement of our position in the matter.

Very truly yours,

Richard B. Lindenberger
Staff Attorney

RBL:jkp
1228.1

PINELLAS COUNTY
DEPARTMENT OF CONSUMER AFFAIRS
P. O. Box 17268
Clearwater, Fl 34622-0268
(813) 464-6200

Ref. # 9409159

COMPLAINT

PLEASE PRINT

YOUR NAME: Arlene Renda

Address 2184 Clover Hill Road

City Palm Harbor, State FL ZIP 34683

Home Telephone 934-1727 Business Telephone

COMPLAINT IS AGAINST: Accredited Movers / North American Van Lines
P.O. Box 988
Fort Wayne, IN 46801-0988

Person Dealt With Denise Spada

Address 1 Eastman Road

City Parsippany, State NJ ZIP 07054

Telephone (201) 887-7300

Date of Transaction Product/Service

STATE COMPLAINT - Attach copies of all Documents: Contract, Checks (both sides), Receipts. Bills, Estimates. and Invoices.
(Use Additional Pages if Necessary)

SEE ATTACHED

Signature of Complainant -- Date

What Adjustment do you consider fair?

OFFICE USE

Disposition FWD 11 7 8 Ref./Adj. $

RECEIVED
SEP 27 1994
PINELLAS COUNTY
CONSUMER AFFAIRS

Mrs. Arlene Renda
2184 Clover Hill Road
Palm Harbor, FL 34683
813-934-I 727

September 24, 1994

Consumer Affairs
P.O. Box 17268
Clearwater, FL 34622

Dear Consumer Affairs,

On April 6, 1994, my husband and I signed a contract with Denise Spada of Accredited Movers (agent for North American Van Lines), to move the contents of our home from Parsippany, New Jersey to Palm Harbor, Florida. The agreed loading/pick up date was to be from 08/29/94 to 08/30/94, and Denise Spada informed us we would be notified exactly one week prior to pick-up of our definite date.

On August 23, we had not been notified of our pick-up day, so we called North American Van Lines 800# ourselves. We were then told they were having a problem with available drivers, and they did not know when our contents would be picked up. On August 25, Jenny Links advised us that there was still no driver available for our pick-up *or* for the delivery down in Florida.

On Friday August 26, we made a physical visit to Accredited Movers in Parsippany, New Jersey. We spoke with Mr. Frank Omilian and he assured us a truck would be to our house on Tuesday, August 30, but to call later that day to verify. We called that afternoon and did not receive a confirmation. On Monday August 29 we met again with Mr. Omilian, and were still unable to get a confirmed date and time of pick-up. We explained to him that we were on a very definite time schedule and had to be out of our New Jersey residence on August 30, and checked in on the Amtrak Auto Train on an already confirmed booking in order to arrive in Florida on the day we had scheduled over four months prior. We were run around Mr. Omilian's office, laughed at, and told to deal with North American, not Accredited.

Finally, after great effort and much emotional aggravation, our contents were picked up with less than 24 hours notice on August 30, and we were again told there were no available drivers for the shipment to Florida and our contents would be put into storage until a driver was found.

Our Agreed Delivery Date (as stated in our contract) was to be from 09/02/94 to 09/06/94. On September 2, we called the North American 800# to check on our delivery. We were told at that time it had not yet left the state of New Jersey and we should wait until September 6. On September 7, we called again and were informed that the location of our shipment was not known and the driver would notify us at least 24 hours in advance of our delivery date. On September 9, when we had *still* not heard from anyone, we called again and were told our shipment would arrive on Monday September 12. We then called Accredited Movers in Largo to verify this and they informed us that the driver had not contacted them about setting up labor to unload, so they knew nothing of this estimated arrival.

On Monday September 12, we called North American in hopes of any positive information regarding our shipment. We were told the driver's satellite was out and they did not know of the driver's location at that time.

At this point our shipment was already delayed six days past the last agreed *upon delivery date.* We were then able to talk to Customer Service Manager Roy Sysma, who assured us that our delivery would be made no later than Wednesday, September 14. He informed us that the driver was to make his deliver in Melbourne on Tuesday, then to come here for our delivery on Wednesday, and then to head to Miami for two deliveries.

On Tuesday September 13, we received a call from the North American driver, Mr Steve Eckert, informing us that he would not be able to make our delivery tomorrow (Wednesday), he did not tell us his location or leave a phone number and he said he would *try* to make our delivery on Thursday September 15. We then called Roy Sysma and told him of the phone message. His explanation for the further delivery delay was that Steve had made the Melbourne delivery first as planned, but then for some unknown reason bypassed our delivery and went to Miami instead.

At this point we had enough of getting the run-around. We called the direct North American number in Ft. Wayne Indiana to try to speak to the President of the company. We were unable to speak to the President, but we did speak to two of his assistants Carol Russell and Cindy Ballestro. Each one assured us they would do their bestk get our shipment to us as soon as possible. We then stressed to them it was already *14* days since the furniture had been picked up in New Jersey, and it was 7 *days later* than their agreed upon date of delivery. (We were living without almost all of our personal belongings - We had no cooking utensils, no more clothing, no more personal products, and we were on a very strict schedule. Our shipment was also booked to go to another location after our delivery to drop off belongings of our daughter's who also lives in Palm Harbor. Needless to say, her work schedule was greatly hindered due to this delay in shipment.)

Wednesday evening the North American driver phoned us to advise he would be delivering the next morning. He apologized for the inconvenience, and informed us that North American had given him four deliveries plus an automobile delivery on very short notice. They had contacted him on Saturday September 10 while he was in Tennessee and offered him $500 in extra cash to drive back up to New Jersey to pick up these warehouse items and to drive them back down to the Carolinas and Florida.

When the driver arrived he did nothing but complain about North American and told us for months they were understaffed and did not hire enough drivers to fulfill all the contract moves they had booked. Upon asking for our certified check for $2,186.15, he told us we should not even be paying for this move since it had been so unorganized, had arrived so late, and did not meet the contract dates and guidelines.

He also informed us that the North American trailer he was given was at least ten years old, and as a consequence incurred damage from wind and rain during his deliveries in the Carolinas and in Florida, resulting in water damage to his shipments. As our contents were unloaded during the day on Thursday September 15, we watched with amazement how almost every box labeled "Fragile- Glass- Handle With Care" was bashed in and crushed, how parts of our bed frames were missing, and how worst of all our sofa, love seat, and mattress and box spring were soaking wet with water.

In North American's booklet 'Your Rights and Responsibilities When You Move" it states on Page 6 under "Picking Up and Delivering Shipments on the Agreed Dates," that *"once* your

goods are loaded, the mover is contractually bound to provide the service described in the bill of lading. The only defense for not providing the service on the dates called for in the contract is the 'defense of force majeure.' This is a legal term which means that if circumstances which could not have been foreseen and which are beyond the control of the mover prevent the performance of the service as agreed to in the bill of lading, the mover is not responsible for damages resulting from the non-performance."

We feel since North American knew *well in* advance they did not have enough drivers, that this was a *foreseeable circumstance.* We were greatly inconvenienced throughout our entire moving experience with North American Van Lines. Along with the constant inconvenience we were also mentally and physical drained, and on top of it received our shipment in such horrendous condition we are still in a state of disbelief and shock. Based on North American's contractual agreed shipment delivery dates stated, and the actual date of arrival, we feel that they are in a definite breech of contract, and we should not have to pay to them our hard earned money for such a disastrous outcome.

We have had no positive responses from North American, but we feel it is totally unfair to do this to people and we hope you can help us to get our money back. We thank you in advance for your attention to our concern.

Sincerely,

Arlene Renda

Arlene Renda

---

1) North American Van Lines 800# - l-800348-21 11

2) North American Van Lines - Direct # - l-219-429-3092
P.O. Box 988
Fort Wayne, IN 46801-0988

3) Accredited Movers (Agent for North American Van Lines)
1 Eastman Road
Parsippany, NJ 07054
201-887-7300

4) Accredited Movers
7325 Ulmerton Road
Largo, FL 34641
813-535-0705

4620 LBS PER CARD

northAmerican®

LCC MC-107012

P.O. BOX 988
FORT WAYNE, INDIANA 46801-0988
(219) 429-2511

PLEASE REFER TO THIS NUMBER → WHEN CORRESPONDING

CONTRACT NBR. LP 7991

RELOCATION SERVICES

ORDER FOR SERVICE

CUSTOMER RENDA A
COUNTY MORRIS
STREET ADDR. 1480 Rt 46 - APT 370
CITY/ST. PARSIPPANY NJ ZIP 07054
PHONE 201-335-7466 FLOOR
AGREED LOADING DATE (OR PERIOD OF TIME) FROM 08/29/94 TO: 08/30/94
BOOKING AGENT ACCMOVERS CODE 1224
ESTIMATING AGENT ACCREDITED MOVERS CODE 1224
DESTINATION AGENT ACCREDITED MOVERS CODE 1187
DEST. AGT. CITY/ST ARGO, FL PH. 813-535-0705
AMOUNT of NON-BINDING ESTIMATED CHARGES $ 2384.30
* If Written Estimate Waived By Customer, Customer's Initials →
IF CUSTOMER REQUESTS NOTICE OF ACTUAL CHARGES, NOTIFY:
NAME
ADDRESS
CITY/ST. PH.

CONSIGNEE RENDA A
COUNTY PINELLAS
STREET ADDR.
CITY/ST. PALM HARBOR, FL ZIP 33563
NOTIFY RENDA A PH. ~~813-535-0705~~
AGREED DELIVERY DATE (OR PERIOD OF TIME FROM 09/02/94 TO 09/06/94
LOCATION OF CERTIFIED SCALE TO BE USED AT ORIGIN IF AVAILABLE BOONTON (CITY/STATE) ~~813-938-042~~
CUSTOMER'S CONTACTS ☐ ENROUTE ☐ AT DESTINATION
NAME
ADDR
CITY/ST. PH.
OTHER CONTACT * THIS ORDER ACCEPTED ONLY UPON
ADDR. RECEIPT OF SIGNED FORM AMF1 *******
CITY/ST. PH.

CHARGES BASED ON:
☐ MINIMUM SHIPMENT 1000 LBS. ☐ EXPEDITED SERVICE 5000 LBS.
☐ SPACE RESERVATION LBS. (CU. FT. x 7 LBS.)
☐ EXCLUSIVE USE LBS. (CU FT. x 7 LBS.)

CUSTOMER TO OBSERVE WEIGHTS ☐ YES ☐ NO

ADDITIONAL COMMENTS:
ISOBOTTOM L INE DISCOUNT

BILLING INSTRUCTIONS (Charges payable in cash or certified check made payable to North American Van Lines) IF NATIONAL ACCOUNT APPROVED FOR CREDIT:

☐ Prepaid ☒ COD
☐ Invoice ☐ NAPP #
☐ CC Type Auth #

P.O. NO.
GBL NO.
NOAM NO.

INVOKE TO: CASH OR CERTIFIED CHECK
STREET ADDRESS DUE BEFORE DELIVERY
CITY & STATE PAYABLE TO ZIP
ATTN: "North American Van Lines"

1. ON COLLECT (C.O.D.) SHIPMENTS. CUSTOMER IS LIABLE AT DELIVERY FOR TOTAL CHARGES IN ACCORD WITH THE RULES, TERMS AND CONDITIONS OF CARRIER'S TARIFF. HOWEVER, CUSTOMER MAY REQUEST DELIVERY UPON PAYMENT OF $ 2,785.26 (estimated charges plus 10%). IF CUSTOMER REQUESTS AND IS GRANTED CREDIT FOR THE EXCESS DUE, HE PROMISES TO PAY TO THE ORDER OF THE CARRIER THE BALANCE OF THE CHARGES THIRTY (30) DAYS AFTER DELIVERY. AND TRANSFERS A SECURITY INTEREST IN THE GOODS TO THE CARRIER AND AUTHORIZES CARRIER TO FILE A FINANCING STATEMENT WITHOUT CUSTOMER'S SIGNATURE
2. ON COLLECT (C.O.D.) SHIPMENTS, CUSTOMER IS LIABLE FOR 110% OF REVISED ESTIMATE IF ARTICLES OR SERVKES ARE ADDED TO SHIPMENT AFTER THE ESTIMATE HAS BEEN GIVEN.
3. ON EMPLOYER PAID MOVES, CUSTOMER IS LIABLE AT DELIVERY FOR PAYMENT OF SERVKES NOT AUTHORIZED BY EMPLOYER.
a. ON EMPLOYER PAID MOVES. CUSTOMER IS LIABLE FOR ALL CARRIER CHARGES IF EMPLOYER FAILS TO MAKE PAYMENT AS PROMISED.
5. CUSTOMER ACKNOWLEDGES, CONSENTS TO AND IS BOUND BY THE TERMS AND CONDITIONS OF THE UNIFORM HOUSEHOLD GOODS BILL OF LADING (see reverse side of this document).
6. CUSTOMER ACKNOWLEDGES PRIOR RECEIPT OF REQUIRED LCC INFORMATION MATERIAL INCLUDING 'YOUR RIGHTS AND RESPONSIBILITIES WHEN YOU MOVE' OCP 100, 'HOUSEHOLD GOODS DISPUTE SETTLEMENT PROGRAM'. THE CARRIER'S PAST ANNUAL PERFORMANCE REPORT. OCP 10 I. AND 'INVENTORY OF ITEMS VALUED' IN EXCESS OF $100 PER POUND PER ARTICLE.

X (Customer or Customer's Representative) (Date)

X DENISE SPADA (AGENT FOR NORTH AMERICAN VAN LINES, INC.) 04/05/94 (DATE ACCEPTED)

☒ C.O.D. SHIPMENT
☐ ACCOUNT (EMPLOYER) WILL PAY FOR ALL SERVICES
☐ ACCOUNT (EMPLOYER) WILL PAY FOR ALL SERVICES EXCEPT AS INDICATED BELOW
ACCOUNT (EMPLOYER) IS SELF-INSURED. CUSTOMER MUST SIGN FOR 60¢ PER POUND RELEASED VALUATION ON THE BILL OF LADING

CUSTOMER ACKNOWLEDGES LIABILITY FOR PAYMENT AT DELIVERY OF THE FOLLOWING SERVICES NOT AUTHORIZED BY EMPLOYER

Acc't will NOT pay		Acc't will NOT pay		Acc't will NOT pay	
Packing	c l	Overtime	c l	Bulky Articles: Auto.	c l
Unpacking	☐	Labor	c l	Grandfather Clock	☐
Valuation OVER $	☐	Appliance Servicer		Ridii Mower/Motorcycle	☐
or $ per lb.	☐	Tariff	☐	Boat or Boot Trailer	☐
Xtra PU/Delv	c l	3rd Party	☐	Other Bulk	c l
S.I.T.	☐	3rd Party (other than appliance)	☐	Other	c l

Customer Not Available To Sign This Document

X (NORTH AMERICAN REPRESENTATIVE)

NAT'L ACCT. NUMBER CREDIT APP'L NO.

OTHER BILLING INSTRUCTIONS AND DOCUMENTATION REQUIREMENTS
THIS O/S COVERS ONLY PACKING & MOVING THE ITEMS LISTED ON THE ATTACHED ESTIMATE FORM & PROVIDING ONLY THE SERVICES LISTED. PLEASE CHECK IT FOR ACCURACY BEFORE SIGNING.*

PLEASE INITIAL HERE . . . A R.

FORM 424 18 REV. 3 93

B - CUSTOMER COPY

CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

This contract is subject to all the rules, regulations, rates and charges, in carrier's currently effective applicable tariffs on file with the Interstate Commerce Commission including, but not limited to, the following terms and conditions:

A **SECTION 1:** The Carrier or party in possession of the property shall be liable for physical loss of or damage to any articles from external cause while being carried or held in storage-in-transit EXCEPT loss, damage, or delay caused by or resulting:

(a) From an act, omission or order of customer;

(b) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;

(c) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack (A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (8) by military, naval or air forces: or (C) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade;

(d) (1) For shipments of household goods as defined in 49 C.F.R. 1056.1 (a) (2) and (a) (3), from strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder.

(2) For shipments of household goods as defined in 49 C.F.R. 1056.1 (a) (1), from delay caused by strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder, and from loss or damage when carrier, after notice to customer or consignee of a potential risk of loss or damage to the shipment from 'such causes, is instructed by the customer to proceed with such transportation and/or delivery, notwithstanding such risk.

(e) From acts of God.

SUBJECT, in addition to the foregoing, to the further following limitations on the carrier's or the party's in possession of the property' liability:

The carrier's or the party's in possession of the property maximum liability shall be either:

(1) The amount of the actual loss or damage not exceeding $1.25 times the actual weight (in pounds) of the shipment, or the lump sum declared value, whichever is greater; or

(2) The actual loss or damage not exceeding sixty (60) cents per pound of the weight of any lost or damaged article when the customer has released the shipment to carrier, in writing, with liability limited to sixty (60) cents per pound per article.

SECTION 2. The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier; nor shall the carrier be bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

SECTION 3.

(a) The customer, upon tender of the shipment to carrier, and the consignee, upon acceptance of delivery of shipment from carrier, shall be liable, jointly and severally, for all unpaid charges payable on account of a shipment in accordance with applicable tariffs including, but not limited to, sums advanced or disbursed by a carrier on account of such shipment. The extension of credit to either customer or consignee for such unpaid charges shall not thereby discharge the obligation of the other party to pay such charges in the event the party to whom credit has been extended shall fail to pay such charges.

(b) The customer shall indemnify carrier against loss or damage caused by inclusion in the shipment of explosives or dangerous articles or goods.

A **SECTION 4**. If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof,% at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it at the point of delivery or at other available points, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

SECTION 5. If shipment is refused by consignee at destination, or if customer, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to customer and consignee at post office addresses shown on face hereof, or if customer fails or refuses to pay lawfully applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) at public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier: thirty (30) days notice of which sale shall have been given in writing to customer and consignee, and there shall have been published at least once a week for two consecutive weeks in a newspaper Of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising and sale, and of storing, caring for and maintaining property prior to sale, and the balance, if any shall be paid to owner of property: PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

SECTION 6. As a condition precedent to recovery, a claim for any toss or damage, injury or delay, must be filed in writing with carrier within nine (9) months after delivery to consignee as shown on face hereof, or in case of failure to make delivery, then within nine (9) months after a reasonable time for delivery has elapsed; and suit must be instituted against carrier within two (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim or any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid.

NOTE: Under item 17 of the applicable interstate tariff, storage in transit (SIT) under this interstate Bill of Lading can not exceed an aggregate of 90 days At the end of 90 days the interstate character of the shipment ceases and the warehouse shall be considered destination of the property, the warehouseman shall be agent for the customer, and the property shall then be subject to the rules regulations and charges of the warehouseman. Any liability of the Carrier (North American Van Lines. Inc.) for loss or damage incurred to the property shall cease beyond the period of interstate transportation and 90 day SIT term. All loss or damage occurring beyond this period shall be the sole responsibility of the warehouseman.

You have the right to observe every weighing. The mover is required to inform you of the specific location of each scale that will be used and to allow you a reasonable opportunity to be present. If you desire to observe either or both of the weighings. you should tell the mover at the time the order of service Is prepared or, In any event, before the day of your move. This will enable the mover to contact you before the weighing to advise you of the location of the scale.

Reweighing of Shipments

If your shipment is weighed at origin and you agree with the mover that you will pay the charges at time of delivery, the mover is required to give you written notice of the weight and charges on your shipment before commencing to unload at your destination residence. If you believe that the weight is not accurate, you have the right to request that the Shipment be reweighed before unloading.

The mover is not permitted to charge for the reweighing. If the weight of your shipment at the time of the reweigh is different from the weight determined at origin, the mover must recompute the charges based on the reweigh weight.

Before requesting a reweigh, you may find it to your advantage to estimate the weight of your shipment using the following method:

1. Count the number of items in your shipment. Usually there will be either 30 or40 items listed on each page of the inventory. For example, if there are 30 items per page and your inventory consists of four complete pages and a fifth page with 15 items listed, the total number of items will be 135. If an automobile is listed on the inventory, do not include that Item in the count of the total Items.
2. Subtract the weight of any automobile included in your shipment from the total weight of the shipment. If the automobile was not weighed separately, its weight can be found on its title or license receipt.
3. Divide the number of items in your shipment into the weight. If the average weight resulting from this exercise ranges between 35 and 45 pounds per article, it is unlikely that a reweigh will prove beneficial to you and could result in your payment of higher charges.

Experience has shown that the average shipment of household goods will weigh about 40 pounds per item. If a shipment contains a large number of heavy items, such as cartons of books, boxes of tools or heavier than average furniture, the average weight per Item may be 45 pounds or more.

Picking Up and Delivering Shipments on the Agreed Dates

Agree with your mover on set times for pickup and delivery. You and your mover must reach an agreement as to when your shipment is to be picked up and delivered. It is your responsibility to determine on what date, or between what dates, you need to

have the shipment picked up and on what date or between what dates, you require delivery. It is the mover's responsibility to tell you If the service can be provided on or between those dates, or, if nut, on what other dates the service can be provided.

In the process of reaching an agreement whh a mover, it may be necessary for you to alter your moving and travel plans If no mover can provide service on the specific dates you desire.

Do not agree to have your shipment picked up or delivered *as soon as possible" The dates or periods of time you and the mover agree on should be definite.

Once an agreement is reached on the dates service is to be provided, the mover is required to enter those dates on the order for service. Do not sign or accept an order for service that does not have the agreed dates for service entered on the form. Do not sign or accept an order for service which has dates for the pickup or delivery entered on it which are different from those dates to which you have agreed. Tho dates you have agreed upon must also be entered on the bill of lading and become part of your contract with the mover.

Once your goods are loaded, the mover is contractually bound to provide the service described in the bill of lading. The only defense for not providing the service on the dates called for in the contract is the "defense of force majeure." This is a legal term which means that if circumstances which could not have been foreseen and which are beyond the control of the mover prevent the performance of the service as agreed to In the bill of lading, the mover Is not responsible for damages resulting from the non-performance.

FORM 142301 0594

PRINTED BY STANDARD REGISTER U.S.A. ZIPSET ®

CUSTOMER COPY

Barnett Bank

No. 05073335

63-568/631

DATE September 14, 1994

AFFILIATE NAME Barnett Bank of Pinellas County

OFFICE NAME HighlandLakes 043 RE: Denise Kunschaft

NOTICE TO CUSTOMER

The purchase of an indemnity bond may be required at Bamett's discretion before the check will be replaced or refunded in the event it is lost, misplaced or stolen.

PAY $***2,186.15***

TO THE ORDER OF ***North American Van Lines***

Bamett Check Services. inc.
Payable at Barnett Bank of Tallahassee
1-800-824-3257

northAmerican®
Relocation Services

RECEIVED

OCT 17 1994

PINELLAS COUNTY
CONSUMER AFFAIRS

October 14, 1994

Department of Consumer Affairs
Pinellas County, Florida
Attn: James B. Lewis
PO Box 17268
Clearwater, FL 3462200268

Re: Contract LP 7991
Customer Renda

Dear Mr. Lewis:

Enclosed is a copy of my letter to Mrs. Arlene Renda. I believe my letter has addressed Mrs. Renda's concerns. I am sorry that she could not report a more favorable moving experience.

Sincerely,

Cindy Balestra

Cindy Balestra
Assistant to the President

lk

cc: Connie Reiter

DIVISION OF NORTH AMERICAN VAN LINES, INC
P 0 BOX 988 I FORT WAYNE. INDIANA 46801-0988
TELEPHONE 219-429-25 11

Mrs. Renda, your claim for damages was settled based on the type of valuation that you purchased at the time that your contract was signed..

Sincerely,

Cindy Balestra
Assistant to the President

lk

cc: Alan Brogan
Better Business Bureau
Department of Consumer Affair?
Law Department

October 14, 1994

Mrs. Arlene Renda
2184 Clover Hill Road
Palm Harbor, FL 34683

Re: Contract LP 7991
File 094 4306 8

Dear Mrs. Renda:

Our President, Alan Brogan, has requested I respond to your recent letter.

First of all, I apologize for the difficulties that you encountered during your recent move. Please be assured that this is not typical of northAmerican service. Unfortunately, as explained to you by our customer service staff, we had an unexpected shortage of available drivers in your area.

Because of the random nature of our business and unexpected variances in the size of shipments and transit time, we were unable to inform you of the difficulty with finding an over-the-road hauler until you contacted our office.

As indicated on the reverse side of the bill of lading, in Section II, the carrier is not bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. We certainly try to comply with the schedule dates that the customer requests, however, in your case we were unable to do so.

According to your conversation on September 19, 1994 with Carol Russell, a check for $200.00 was issued for out-of-pocket expenses incurred due to the delay. According to the Interstate Commerce Commission, the customer is required to pay transportation charges based 'on the actual weight of the shipment, as well as the carrier's other charges for services rendered. The carrier is not permitted to reimburse or delete tariff charges, as this could be construed as an illegal rebate.

CONSUMER COMPLAINT
OFFICE OF ATTORNEY GENERAL - CONSUMER PROTECTION DIVISION
SFN 7418 (I-96)

Name of Person or Firm Complained Against		
Reile's Transfer + Storage (Ken Reile)		
Address		
4201 32nd St NW		
City	State	Zip Code
Fargo	ND	58102
Telephone No. (Include Area Code)		
701 232-5109		

Your Name		
Timothy L. Duna		
Address		
PO Box 339		
City	State	Zip Code
Victorville	CA	92392
Home Telephone No.	Business Telephone No.	
760 505-3298	760-241-5053	
Please complete these three items which are used for statistical purposes only	Age	Sex	Race
	45	m	W

PLEASE TYPE OR PRINT WITH BLACK INK: When *filling* out this *form, please* keep *in mind that a copy of this complaint* form may be forwarded to the party or *firm* complained against.

Date of Transaction	Product or Service Involved
21 January 1997	Interstate Move

Amount of money you have already paid: $ 2400.00

Amount of money person or firm says you still owe: $ N/A

How would you like to have your complaint resolved?
I would like the company to settle my claim for damaged/destroyed goods ($20000) and missing goods (up to 150 missing inventoried boxes and items of furniture) for $40,000. They have not responded to repeated phone calls or correspondence from me and their corp. office.

FIRST CONTACT BETWEEN YOU AND PERSON OR FIRM
(CHECK THE MOST APPROPRIATE ANSWER)

- ☐ I contacted or went to the firm's regular place of business.
- ☑ The firm contacted me in person at my home or place of work.
- ☐ I contacted or went to the firm's temporary place of business.
- ☐ I received a telephone call from the firm.
- ☐ I responded to a radio/TV ad.
- ☐ I responded to a written advertisement.
- ☐ I received information in the mail from the firm.
- ☐ Yellow pages of telephone book.

WHERE DID THE TRANSACTION TAKE PLACE?
(CHECK THE MOST APPROPRIATE ANSWER)

- ☐ At the firm's place of business.
- ☑ At my home.
- ☑ Away from the firm's place of business (for example, at your place of employment, etc.).
- ☐ Over the telephone.
- ☐ By mail.
- ☐ There was no transaction.

Did you sign a contract or written agreement? ☐ NO ☑ YES -- If "YES" attach a copy

Did you receive a contract or a receipt? ☐ NO ☑ YES -- If "YES" attach a copy

Name of person(s) with whom you dealt, if any.
Byron, Brad Johnson, Mark Johnson

Have you contacted a private attorney or another agency? ☐ NO ☑ YES -- If "YES", identify below.
Global Van Lines Corporate office. I have also consulted but not as of yet retained an attorney. This is negligence. They have insurance

Is court action pending or completed? ☑ NO ☐ YES -- If "YES", what was the result?
This should not have to be settled through the courts. They violated the contract and are liable.

CONTINUE WITH EXPLANATION ON OTHER SIDE OF FORM

977875

TIMOTHY L. DURA
PO BOX 1339
Victorville, CA 92392
760 805-3298

State of North Dakota
Office of the Attorney General
600 E. Boulevard
Bismarck, ND

12 December 1997

Dear Ma'am or Sir,

I am writing you because I really have no where else to turn anymore. 25 years of my life was lost or destroyed by Reile's Transfer and Storage of Fargo, ND. For the last 11 months now, they have refused to offer any kind of compensation for what they have done. Nor will the principle owners, Ken and Roger Reile, take any of my calls, respond to any of my messages, respond to any written correspondence or in any other way attempt to acknowledge their responsibility in the lost and destruction of over 2/3s of my personal property under a storage contract with them at their licensed and bonded warehouse.

In April of 1995, various items of mine where placed into storage with them in preparation for my retirement from the United States Air Force. I personally signed the inventory sheets and the contract for storage of these items. No other signatory was authorized for the release of these items from their warehouse. Again, in January of 1996, additional items were placed into storage with them.

In March of 1996, about 14 items were obtained by me from the warehouse to take along on a move to Tucson, AZ. The rest of my property was visually inspected at that time and was all present. At this time, my ex-wife demanded entrance to the storage area. It was refused when Reile's Transfer and Storage representative, Byron, contacted their legal department and was informed that if my name was the sole signatory on the bill of lading and inventory sheets (see atch 1 and 2), that she had no access or claim on any items in storage with Reile's. Certain items were placed aside in a separate storage crate but no permission or authorization was given Reile's to release these items without my permission.

On November 18th, 1997, all items under my control (everything in storage) was awarded to me by divorce decree CV 96-2048.

In January of 1997, I had switched jobs and was residing in Crystal Lake, IL. I arranged with Reile's Transfer and Storage for the delivery of my personal property still in storage with them. When the delivery arrived, more than several pieces of furniture had been destroyed, either in storage or shipment and 2/3s of what was on the inventory sheets was missing. At that time I put in a claim ($2000.00) for the items damaged and destroyed and an additional claim for the 126 confirmed items that were missing (estimated replacement value in the $50,000 range). There are up to 180 items total because two of the inventory sheets were missing and there are 35 lines per sheet that can be filled. At that time, I learned that they had allowed my ex-wife access to the warehouse on 26 November, 1997, eight days after our divorce was final and all access to items in storage was awarded to me and me alone. An undisclosed amount of my possessions were reieased at that time with no authorization from me and no signed contract signature. Further, the items

given away were not recorded or accounted for in any way by Reile's Transfer and Storage personnel.

In summation, up to 180 items/boxes, filled with now priceless and unreplaceable items, 25 years of my life are now unaccounted for. Reile's Transfer and Storage was contractually bound to store and protect my property. Through negligence and possible collusion they violated the terms of the contract and now refuse to make any attempt at restitution. Since they are an affiliate of Global Van Lines, I personally went to Global's corporate headquarters 3 1 Oct of 1997 to ask their assistance. I was informed at that time that Reile's had pulled my claim requests with Global's insurance company, Mover Management Services, Inc., elected to "settle'* the claim on their own and never informed me of their action. It is Global corporate's position that since my property was in permanent storage, they have no jurisdiction in the matter. They however did contact Reile's Transfer and Storage and directed them to get in contact with me. As of this date, no attempt has been made by Reile's Transfer and Storage to comply with their corporate office's directive to establish communications. Ken and Roger Reile continue to refuse to do so in any way to discuss the missing property, leaving a costly legal, civil suit action as my only recourse.

Reile's is in clear violation of their storage contract, in clear violation of their contractual obligations to replace destroyed and damaged goods, negligence and possible collusion in the release of an undetermined amount of my property to an unauthorized party, violating every code of business and moral ethics by not attempting to make any restitution, ignoring directives from their corporate offices to establish communications with me, further refusing to even acknowledge what they have done for the last 11 months and offer any plans they may have in the settlement of my claims. These items represent 25 years of my life in the USAF. There are many items obtained overseas that are pricelss to me and unreplaceable. I can't with good conscience just turn my back on them like nothing happened.

I respectfully request any help you may offer in getting Roger and Ken Reile of Reile's Transfer and Storage to honor their contractual obligations and do the right thing verses making me go through an already overtaxed court system to obtain some kind of relief from them for what they have done. Attached are supporting documents in my behalf. Thank you for your time and consideration. I can be reached in Fargo, ND from 18 Dec. 1997 to 1 January 1998 at 70 1 232-4976 if you have further questions. Otherwise, the number at the top of this letter is valid.

Sincerely,

TIMOTHY L. DURA

Atch

Copy of Packet Sent to ND Consumer Protection Agency

Complaint #: 98-00292 Analyst Name : GOLDFEDER, RONALD
Filing Date: 02/03/98 Legal #: _____

Complainant

Last Name : MEANY Middle Initial:-
First Name: JOSEPHINE
Street : 12710 SW 96 ST Apt #: _____
City : MIAMI
Telephone #: (876)952-4554 State: FL Zip: 33186

Vendor

Owner Last name: _____ Owner First Name: _____
Company Name: YANNI/MAYFLOWER EXPRESS/MAJESTIC MOVING
Street : 2714 NW 30 AVE Suite: _____
City : LAUDERDALE LAKES State: FL Zip: 33311
Telephone : (305)717-0999 Occp. Lic. Chk: / / Active (Y/N): _
Complaint Type: 250002 Description : MOVING
Protection Disposition: - TO ANOTHER
Case Status: CLOSED Closing Date: 02/04/98 Date to Legal: / /
Disposition Date: 02/04/98 Settlement Amount: 0 . 0 0
Notes:

Last Update: 02/04/98 Updated by: RGOLDFEDER

Consumer Protection Notes

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Consumer contracted with the vendor to move from Coral Gables to Phoenix Arizona. This interstate move commenced in Dade County and has no relationship to Broward County except that the vendor is located here. CAD lacks jurisdiction over this case.

Rationale: No Jurisdiction.
Disposition: REFERRED TO DADE COUNTY CAD, CC TO CORAL GABLES POLICE DEPT.

Low balling - additional packing charges
Documents signed under pressure
Mover pressures for blank check

BROWARD COUNTY
FLORIDA

Consumer Affairs Division
115 S. Andrews Avenue, Annex, **Room** A460
Fort Lauderdale. FL 3330 1
(954) 765-5350 • FAX (954) 7654309

Date: **February** 4, 1998
File No: 98-0292

Dade Consumer Protection
140 W. Flagler Street **#902**
Miami, FL 33130

To Whom It May Concern:

The enclosed consumer complaint has been **received** by the Broward County Consumer **Affairs** Division for consideration.

Inasmuch as the subject matter appears to come within your jurisdiction, we are forwarding the complaint for such action as you consider appropriate.

Thank you for your cooperation.

Sincerely,

Ronald S. Goldfeder
consumer Analyst

Dear **Consumer**: Please be advised that **further** communication on this matter should be directed to the person or organization to whom this letter is addressed.

RSG/jas

ENCL

CC: **Yanni/Mayflower Exp/Majesty** Moving
2714 NW 30 Avenue
Lauderdale, **Lakes,** FL 333 11

CC: Josephine **Meany**
12710 SW **96** Street
Miami, FL 33186

CC: coral Gables Police **Department**
Attn: Detective in Charge
2801 **Salzedo** Street
Coral Gables, FL 33 134

BROWARD COUNTY
FLORIDA

CONSUMER AFFAIRS.DIV
BOWARD COUNTY, FL.
1998 FEB -2 AM 11: 17

Consumer Affairs Division
115 S. Andrews Avenue, Annex, Room A460
Fort Lauderdale, FL 3330 1
(954) 765-5350

98000292

COMPLAINT FORM

(Please fill in all blanks)

Print your name and address

Name: JOSEPHINE MEANY

Address: 12710 SW 96 ST

City: MIAMI

State: FLORIDA Zip: 33186

Home Telephone No.: 305-386-2741

Business Telephone No.: 876-952-4554

Print name and address of the party against whom you have a complaint

Name: YANNI/MAYFLOWER TOP MAJESTY/ho.

Address: 2714 NW 30 AVE

City: LAUDERDALE LAKES

State: FLORIDA Zip: 33311

Telephone No.: 305-717-0999
954-485-2444

Please Provide the Following Information

(1) Date of transaction DEC. 17-1997

(2) Have you contacted the vendor about this complaint? ☑ Yes ☐ No

(3) Did you sign a contract, lease, or document? ☑ Yes ☐ No

(4) Have you previously filed this complaint with this office? ☐ Yes ☑ No

(5) Is this complaint now pending with any other Agency? ☑ Yes ☐ No
If yes, please give the name and address of the Agency:

OFFICE OF THE ATTORNEY GENERAL
DEPT. LEGAL AFFAIRS, THE CAPITOL, TALLAHASSEE, FLORIDA

Please furnish a copy of all documents, contracts, receipts, letters, etc.

Important!...In order for your complaint to be processed, copies of all relevant documents **must** be submitted with this complaint. These documents may include receipts, contracts, estimates or invoices, authorizations to perform work, advertisements/circulars, warranties, guarantees, any correspondence relative to this complaint, etc.

(6) What action would you like the vendor/company to take to resolve your complaint?

REFUND
STEPS TAKEN TO ENSURE THAT THIS DOES
NOT HAPPEN TO SOMEONE ELSE.

(over)

BROWARD COUNTY BOARD Of COUNTY **COMMISSIONERS — An Equal Opportunity Employer and Provider of Services**
Norman Abramowitz Scott I. Cowan Suzanne N. Gunzburger Ilene Lieberman Lori Nance Parrish Sylvia Poitier John E. Rodstrom, Jr.
World Wide Web: http://www.co.broward.fl.us/consumer

ORDER FOR DELIVERY

Complaint Form (continued)

Please type or print in ink and sign at the bottom.
A copy of your complaint form will be forwarded to the vendor.

Description of your Complaint:

I contracted to have my goods moved, packed & delivered to Phoenix. Quotation was $1350 for goods & $1200 for car. Packing date was Dec 17/97 delivery date was to be Jan 9/98 in Phoenix Arizona guaranteed. When the packers arrived I had to pay a total of $3404. I had not been told packing was extra. Earlier in the day on Dec 17 I was told to give them a check for $2550 — On Jan 6 I was told by Yanni that he would not deliver the goods to me until a week or two after the guaranteed delivery date. He agreed to refund me only $750 & I had to sign a document, under pressure, in order for him to release the goods. He then charged me $750 to pack what had not been properly packed earlier. Therefore he has collected $3404 from me & has not fulfilled his side of the contract. He also made me give him a blank check. I attach sequence of events in more detail, documents & copy of shipping instructions which were taped to each item.

Please use additional paper if necessary

Under penalty of perjury, I declare the facts contained herein are true, correct and complete.

Date: Jan 26/98 Signature: [signature]

PLEASE READ DISCLOSURE STATEMENT

All information provided to the Consumer Affairs Division is of public record and is available for inspection by the public under the Florida Public Records law. This includes all of the information you have included in this complaint and supporting documentation.

FRIDAY, JANUARY 9, 1998.

NAME: MRS M. JOSEPHINE MEANY

ADDRESS:-
P.O. BOX 399,
MONTEGO BAY,
JAMAICA.

TEL# 876-952-4554
FAX# 876-952-6504

ADDRESS:-
12710 SW 96 STREET,
MIAMI,
FLORIDA 33186.

TEL# 305-386-2741
FAX# 305-386-1279

MY SON, DERMOT JOHN MEANY, GRADUATED FROM UNIVERSITY OF MIAMI ON DECEMBER 18, 1997, FROM THE SCHOOL OF BUSINESS. HE HAS BEEN LIVING IN THE SOUTH FLORIDA AREA FOR THE PAST 8 YEARS. HE IS CONTINUING HIS EDUCATION IN PHOENIX ARIZONA AS OF JANUARY 1998. BECAUSE WE ARE NOT RESIDENTS OF THE U.S.A. IT WAS IMPORTANT FOR US TO FIND A MOVING AND SHIPPING COMPANY THAT COULD PACK, STORE AND MOVE HIS POSSESSIONS TO PHOENIX, ARIZONA, WITH CONFIRMED AND GUARANTEED DATES OF PACKING AND DELIVERY. I TOOK SEVERAL NAMES FROM THE YELLOW PAGES AS A START POINT.

IN LATE OCTOBER/EARLY NOVEMBER 1997, MY SON CALLED THREE MOVERS. ONE MOVER COULD NOT TRANSPORT HIS CAR SO HE DID NOT PURSUE THAT ONE FURTHER. ALLIED COULD DO EVERYTHING BUT COULD NOT GIVE A GUARANTEED DATE OF DELIVERY IN PHOENIX WITHOUT CHARGING A HIGH FIGURE AND WE FELT THIS FIGURE WAS A BIT UNAFFORDABLE FOR US. I HAVE A WRITTEN QUOTATION FROM ALLIED FOR $3405.54. ONE OF THE MOVERS HE CALLED WAS MAYFLOWER EXPRESS, TEL# 305-717-0999, AS LISTED IN THE YELLOW PAGES. WE MADE SEVERAL INQUIRIES AND WERE ASSURED THAT MAYFLOWER WAS A REPUTABLE NAME. WHEN HE CALLED MAYFLOWER, HE SPOKE TO A MAN CALLED YANNI, WHO QUOTED HIM, OVER THE PHONE, AN ESTIMATE OF $1350.00. MY SON ASKED YANNI TO VISIT HIS APPARTMENT TO MAKE A PHYSICAL CHECK OF HIS POSSESSIONS TO BE SURE THAT THIS FIGURE WAS ACCURATE. YANNI ASSURED HIM THAT THIS WAS NOT NECESSARY, THE FIGURE WAS GUARANTEED, AND THAT HE WOULD BEAT ANYONE ELSES PRICE. YANNI ALSO ASSURED HIM THAT HE WOULD GUARANTEE ANY PICK-UP DATE AND DELIVERY DATE THAT WE REQUESTED. HE COULD ALSO LOOK ABOUT TRANSPORTING THE CAR, A HONDA ACCORD LICENCE #PMK19C, AND WOULD SEARCH AROUND FOR THE BEST RATE AND LET MY SON KNOW THE AMOUNT NEARER THE TIME.

ON NOVEMBER 28, 1997, I PERSONALLY SPOKE WITH YANNI AND DOUBLE-CONFIRMED ALL THE ABOVE. I CAN CONFIRM THIS WITH MY TELEPHONE BILL. IN THIS CONVERSATION, HE GUARANTEED ME PRICE OF $1350.00 TO PACK, STORE AND DELIVER TO PHOENIX. HE GUARANTEED PICK-UP AND PACKING AT APT 2216, 1280 S ALHAMBRA CIRCLE, CORAL GABLES, FLORIDA, ON DECEMBER 17, 1997 AT 12.00 NOON, WITH CONFIRMED DELIVERY TO APT 326, THE INGLESIDE, 4502 E INDIAN SCHOOL ROAD, PHOENIX, ARIZONA, ON JANUARY 9, 1998. HE ALSO SAID HE WOULD ARRANGE FOR THE CAR BUT COULD NOT GIVE ME A DEFINITE FIGURE UNTIL NEARER THE TIME, BUT THAT IT WOULD NOT EXCEED $1000.00. I SPOKE WITH HIM AT LEAST ONCE MORE BEFORE DECEMBER 17, 1997, WHICH I WILL BE ABLE TO CONFIRM WHEN I GET MY NEXT TELEPHONE BILL.

ORDER FOR DELIVERY

DELIVERY RECEIPT

I ARRIVED IN MIAMI ON DECEMBER 17, 1997, AND WENT STRAIGHT TO MY SON'S APPARTMENT. I SPOKE WITH YANNI TWO OR THREE TIMES THAT DAY AS THE PACKERS WERE LATE. HE TOLD ME HE COULD GET THE CAR TO PHOENIX FOR ME IN THE CONTAINER WITH THE GOODS AT A COST OF $1200.00. TO MOVE THE CAR SEPARATELY WOULD COST LESS, BUT HE ADVISED THAT IT WOULD BE SAFER TO MOVE IT IN THE CONTAINER AND I AGREED. HE THEN TOLD ME THAT I SHOULD GIVE THE PACKERS A CHECK FOR $2550.00, BEING $1350.00 FOR THE GOODS AND $1200 FOR THE CAR. THE PACKERS ARRIVED AT 1.50PM. THE PAPERWORK THEY SHOWED ME DID NOT MAKE ME FEEL CONFIDENT AS THERE SEEMED TO BE NO GUARANTEE OF ANYTHING ON IT FOR ME AND THE NAME OF THE COMPANY SAID "MAJESTY MOVING & STORAGE" AND I HAD CONTRACTED WITH "MAYFLOWER". AT THE END OF THE PACKING, THEY PRESENTED ME WITH A BILL FOR $3404.00. WHEN I QUERIED THIS, THEY TOLD ME THAT PACKING WAS NOT INCLUDED IN THE QUOTAION. I WAS FURTHER DISTURBED THAT I WAS INSTRUCTED TO LEAVE THE PAYEE ON THE CHECK BLANK.

IN OTHER CIRCUMSTANCES, I WOULD HAVE CANCELLED THE WHOLE THING AT SOME POINT DURING THE PROCEEDINGS THAT TOOK PLACE ON DECEMBER 17, 1997. I COULD NOT DO SO AS MY SON HAD TO MOVE OUT OF THE APPARTMENT BY DECEMBER 19, 1997, AND THERE JUST WOULD NOT HAVE BEEN ENOUGH TIME TO MAKE OTHER ARRANGEMENTS. WE HAD TO BE BACK IN JAMAICA ON DECEMBER 19, 1997, AS ALL FLIGHTS WERE FULLY BOOKED AND WE COULD NOT GET ANOTHER SEAT ON A FLIGHT UNTIL JANUARY.

WHEN I RETURNED TO JAMAICA, I SPOKE WITH YANNI AGAIN. HE ASSURED ME NOT TO WORRY, EVERYTHING WAS FINE, HE AGAIN GUARANTEED DELIVERY IN PHOENIX ON JANUARY 9, 1998. HE TOLD ME TO CALL AGAIN ABOUT A WEEK BEFORE IF I WAS CONCERNED. I SPOKE WITH HIM ON MONDAY, DECEMBER 29, 1997. HE ASSURED ME AGAIN AND .I CONFIRMED WITH HIM THAT THE DELIVERY DATE OF JANUARY 9, 1998, AND ADDRESS WAS CORRECT. I ASKED IF HE COULD TELL ME WHAT TIME THE DELIVERY WOULD BE, WHETHER MORNING OR AFTERNOON. HE SAID IT WAS TOO EARLY TO TELL ME BUT IF I CALLED TWO OR THREE DAYS BEFORE HE WOULD HAVE A BETTER IDEA.

I CALLED YANNI AGAIN ON TUESDAY, JANUARY 6, 1998, TO ASK IF HE NOW HAD ANY IDEA OF TIME OF DAY OF DELIVERY. THE FOLLOWING I S WHAT THEN HAPPENED OVER SEVERAL PHONE CALLS THROUGHOUT THE DAY. THESE PHONE CALLS CAN BE CONFIRMED WHEN I RECEIVE MY PHONE BILL.

HE INFORMED ME THAT HE WOULD NOT BE DELIVERING UNTIL NEXT WEEKEND (JANUARY 17-18) OR THE WEEK AFTER.
HE TOLD ME HE HAD NEVER GUARANTEED ANYTHING TO ME AND THAT MY SON HAD NOT TOLD ME THE TRUTH.
I INFORMED HIM THAT I HAD SPOKEN TO HIM AND THAT HE HAD GUARANTEED EVERYTHING TO ME. HE TOLD ME I WAS LYING.
HE TOLD ME THERE WAS NOTHING I COULD DO ABOUT IT AND THAT HE HAD UP TO 60 DAYS TO DELIVER THE GOODS TO ME.
HE HUNG UP THE PHONE ON ME TWICE.
HE REFUSED TO TALK TO ME WHEN I GOT SOMEONE ELSE ON THE PHONE.
HE WOULD NOT GIVE ME HIS LAST NAME.
HE TOLD ME THAT MY GOODS WERE NOTHING OF ANY VALUE AND THAT HE COULD NOT BE BOTHERED TO DEAL WITH ME ANY MORE.

ORDER FOR DELIVERY

DELIVERY RECEIPT

T

HE TOLD ME THAT IT DID NOT MATTER IF I DID NOT GET THE GOODS AS I WAS A MILLIONAIRE!!!!!!
HE TOLD ME I KNEW NOTHING ABOUT BUSINESS.
HE TOLD ME HE HAD NO FAX.

MY SON TRIED TO SPEAK TO HIM AND HE WAS RUDE AND ABUSIVE. MY DAUGHTER TRIED TO SPEAK TO HIM ALSO WAS TOLD HE WAS NOT THERE. SHE SPOKE TO SOMEONE CALLED ZACH, WHO WAS ALSO NON-COOPERATIVE.

THROUGH A FRIEND IN MIAMI, I WAS ABLE TO GET HELP. THIS FRIEND ARRANGED FOR SHIPPERS TO GO TO YANNI'S PLACE OF BUSINESS AND COLLECT OUR GOODS AND CAR AND GET THEM TO PHOENIX FOR ME. YANNI REFUSED TO RELEASE THE GOODS UNTIL I SIGNED A DOCUMENT SAYING I WOULD NOT SUE HIM OR CLAIM AGAINST HIM, AND UNLESS I SENT HIM WRITTEN INSTRUCTIONS BY FAX. HE HAD TOLD ME ON THE PHONE EARLIER IN THE DAY THAT HE HAD NO FAX! HE WOULD ONLY AGREE TO REFUND ME $750.00. WHEN I TRIED TO REASON WITH HIM THAT THIS WAS MOST UNREASONABLE AND THAT THE MOVING OF THE CAR ALONE, FOR WHICH I HAD PAID HIM $1200.00, SHOULD BE REFUNDED, HE GOT ABUSIVE AGAIN AND HUNG UP THE PHONE. I EVENTUALLY HAD TO AGREE TO THIS AMOUNT OF REFUND AND TO SIGN THIS DOCUMENT IN ORDER TO GET MY GOODS BACK FROM HIM. HE FAXED ME THE DOCUMENT WHICH I DULY SIGNED AND FAXED BACK TO HIM. THE SHIPPERS WENT TO COLLECT THE GOODS ON TUESDAY, JANUARY 6, 1998, BUT COULD NOT DO SO AS THE GOODS WERE NOT IN BOXES. I SPOKE WITH YANNI AGAIN AND HAD TO AGREE THAT HE WOULD BOX THE GOODS FOR A CHARGE OF $750.00. AGAIN I HAD TO CONFIRM THIS BY FAX. THE SHIPPERS WENT BACK FOR THE GOODS ON WEDNESDAY, JANUARY 7, 1998. AND COLLECTED WHAT THEY WERE GIVEN BY YANNI. I HAVE NO WAY OF KNOWING WHETHER YANNI HANDED OVER ALL THE GOODS OR IF ANYTHING WAS DAMAGED, UNTIL I RECEIVE THEM IN PHOENIX NEXT WEEK. THE CAR WAS COLLECTED FROM YANNI ON THURSDAY, JANUARY 8, 1998. FROM WHAT MY FRIEND TELLS ME, THE CAR IS ALRIGHT AND EVERYTHING THAT WAS IN IT IS STILL THERE BUT I CANNOT CONFIRM THIS UNTIL I SEE THE CAR IN MIAMI WEEK AFTER NEXT (JANUARY 22, 1998).

AGAIN, UNDER DIFFERENT CIRCUMSTANCES, I WOULD HAVE BEEN ABLE TO DO SOMETHING DIFFERENT RUT I HAD NO TIME TO DO SO. MY SON IS SUPPOSED TO START AT SCHOOL IN PHOENIX ON MONDAY, JANUARY 12, 1998. THE SCHOOL HAS REEN VERY KIND AND UNDERSTANDING AND IS ALLOWING HIM TO REGISTER LATER.

WE ARE NOW UNABLE TO GET THE CAR TO PHOENIX FOR ANOTHER 10-14 DAYS FROM MONDAY, JANUARY 12, AND MY SON WILL BE UNABLE TO MOVE IN TO HIS APPARTMENT UNTIL HIS GOODS ARRIVE. THIS MEANS HE HAS TO STAY IN A HOTEL AND RENT A CAR - ALL AT GREAT EXPENSE AND INCONVENIENCE. THERE IS ALSC THE ADDED EXPENSE OF HAVING TO PAY AGAIN FOR THE GOODS TO BE SHIPPED ANC THE CAR ALSO.

M. J. MEANY

P.O.BOX 399.
MONTEGO BAY,
JAMAICA.

TEL#: 876-952-4554
FAX#: 876-952-6504

TO: MAJESTY MOVING & STORAGE
ATTN: YANNI/ZACH

DATE: 01/06/98
FAX #: 305-717-099

FROM: M.J.MEANY

PAGES: 1

FURTHER TO OUR TELEPHONE CONVERSATIONS OF TODAY, PLEASE RELEASE ALL GOODS CONSISTINGOF FURNITURE, HOUSEHOLD EFFECTS AND PERSONAL EFFECTS THAT YOU HAVE IN STORAGE FOR ME, M.J.MEANY AND/OR D.J.MEANY, TO:-

A.B.F.FREIGHT LINES

A.B.F. FREIGHT LINES WILL COLLECT THE GOODS ON BEHALF OF PAN AMERICAN TEXTILES, c/o D.J.MEANY.

YOU ALSO HAVE IN STORAGE 1989 HONDA ACCORD LICENCE # PMK19C. I WILL FAX YOC LATER TODAY WITH THE NAME OF THE COMPANY WHO WILL COLLECT THIS CAR AND ALL CONTENTS THEREIN. IF YOU RECEIVE A CALL FROM BRIAN HALPERN, PAN AMERICAF TEXTILES, YOU MAY TAKE THIS AS AUTHORITY TO RELEASE THE CAR OR THE GOODS ON ANY INSTRUCTIONS YOU RECEIVE FROM HIM.

PLEASE CALL ME IMMEDIATELY AT 876-952-4554 IF YOU HAVE ANY QUERIES ABOU" THESE INSTRUCTIONS.

Mfo Cyprine Meany.

P.O.BOX 399.
MONTEGO BAY,
JAMAICA.

TEL#: 876-952-4554
FAX#: 876-952-6504

TO: MAJESTY MOVING & STORAGE
ATTN: YANNI

DATE: 01/06/98
FAX #:954-735-477

FROM: M.J.MEANY

PAGES: 3

FURTHER TO OUR MOST RECENT TELEPHONE CONVERSATION. WE HAVE AGREED THAT YO WILL REFUND ME $750.00. PLEASE MAKE YOUR CHECK PAYABLE TO M.J.MEANY, AND MAI SAME TO ME AT 12710 SW 96 STREET, MIAMI, FLORIDA 33186. I WILL BE IN MIAM NEXT WEEK AND WILL EXPECT TO RECEIVE THE'CHECK BY THEN.

ATTACHED PLEASE FIND THE DOCUMENT THAT YOU FAXED TO ME. I DO NOT HOLD YOU RESPONSIBLE FOR MY GOODS AFTER THEY LEAVE YOUR WAREHOUSE STORAGE,

M.J. Stephen Meany

RELEASE

KNOW ALL MEN BY THE PRESENTS, that the undersigned, Dr. J. MEANS (hereinafter referred to as "Releasor"), for and in consideration of Sixty-Seven Dollars & Fifty ($150 —) and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, does hereby forever discharge and fully release Majesty Moving & Storage, Inc. (hereinafter referred to as "Releasee"), from any and all liability now accrued or hereafter to accrue on account of any and all claims, defenses, damages, demands, and or causes of action, which Releasor has or might have against Releasee from the beginning of time, including, without limitation, from any such claims, defenses, damages and/or causes of action arising out of or relating to the matters relating to the moving of Goods after delivery and any adversary matters relating thereto, specifically give up my right to file any complaints, claims, cross-claims or counterclaims which were or could have been filed therein.

REPRESENTATIONS

In connection with this Release and to induce Releasee to execute a reciprocal general release, Releasor makes the following representations:

a. CONSIDERATION: Releasor hereby expressly states that the above-stated consideration is in full satisfaction of this Release. There is no understanding or agreement of my kind for any further or future consideration whatsoever, either implied and/or expected.

2. VOLUNTARY EXECUTION: Releasor has not been influenced or coerced in any manner of to my extent to execute this Release by any representations or statements of the Releasee or its representationes regarding any matters, and has voluntarily executed same.

3. ADVICE OF COUNSEL: Releasor has had the benefit and advice of counsel of his own attorney and Releasor fully understands the terms of thir Release; and that ha has been advised by his attorneys that he is making full and final settlement of all claims of every nature and character by or against the Releasee.

4. FULL UNDERSTANDING: Releasor hereby declares that he suffers from no legal disabilities or mental/physical disability which would render him unable to execute this Release. Releasor further states that ha has not taken any drug or medication prior

to the execution of this Release which would prevent him from understanding the terms herein.

5. ENFORCEMENT: Releasor hereby acknowledges that in the event he institutes any action in contravention of this Release, Releasee may incur attorney's fees and costs in defending that action and in seeking to enforce the terms of this Release. If Releasee is successful in enforcing this Release in ouch an action, Releasor agrees to pay all attorney's fees and costs incurred by Releasee in any and all such actions, including attorney's fees and costs on appeal.

(Wherever a term is used herein to refer to a party to this Release, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders, as applicable.)

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 6 day of January, ~~1997~~. 1998

WITNESSES:

P. FOWLES

[signature]

[signature]

RELEASOR

P.O.BOX 399.
MONTEGO BAY,
JAMAICA.

TEL#: 876-952-4554
FAX#: 876-952-6504

TO: MAJESTY MOVING & STORAGE
ATTN: YANNI

DATE: 01/06/98
FAX #:954-735-477

FROM: M.J.MEANY

PAGES: 1

FURTHER TO OUR LATEST TELEPHONE CONVERSATION, PLEASE WOULD YOU BE SO KIND A TO HAVE ALL OUR FURNITURE, HOUSEHOLD ITEMS AND PERSONAL EFFECTS PUT IN BOXE FOR THE SHIPPERS TO COLLECT TOMORROW BY 1PM. AS AGREED ON THE PHONE YOU WIL LET ME KNOW WHAT THE COST OF TH-IS WILL BE BUT YOU WILL NOT CHARGE ME MOR THAN $750.00 (SEVEN HUNDRED AND FIFTY DOLLARS). AS STATED PREVIOUSLY, I WIL NOT HOLD YOU RESPONSIBLE FOR THE GOODS ONCE THEY LEAVE YOUR POSSESSION.

I AM STILL UNCERTAIN OF WHO WILL COLLECT THE CAR BUT I WILL LET YOU HAVE THI INFORMATION AS SOON AS POSSIBLE.

M.J. Lynne Meany

P.O.BOX $99.
MONTEGO BAY,
JAMAICA.

TEL#: 8X5-952-4554
FAX#: 876-952-6504

TO: MAJESTY MOVING & STORAGE
ATTN: YANNI

DATE: 01/07/98
FAX #:954-735-4772

FROM: M.J.MEANY

PAGES: 1

PLEASE BE SO KIND AS TO RELEASE OUR CAR, HONDA ACCORD LICENCE #PMK19C AND ANY CONTENTS THEREIN, TO MR BRIAN HALPERN OF PAN AMERICAN TEXTILES OR ANY REPRESENTATIVE THAT HE MAY SEND TO YOU. I AM ASKING MR HALPERN TO HAVE HIS REPRESENTATIVE BRING A FAX COPY OF THIS WITH THEM TO YOU WHEN THEY COME TO GET THE CAR.

M.J. Meany

Ck Jay 1417

DERMOT J. MEANY SR. OR
M. JOSEPHINE MEANY
1121 N.E. 85 ST. 305-758-1065
MIAMI, FL 33138

0327

Dec 17 1997

63-398/670
139

PAY TO THE ORDER OF CASH $ 3404.00

Three thousand four hundred & four — DOLLARS

Barnett 637-139
Private Banking Division
701 Brickell Avenue
Miami, Florida 33131

FOR

M. Josephine Meany

⑆067003985⑆0327 1464237867⑈

©Corbis American

Peretz Rivka

Bus No. 5951300

DOB P632 720 769610

Tran 00009 12-18-97 11:27
Bk 009 Br 125 Tlr 006
Account 1464237867
Cash Check
FL 0 Wp632720769610/5951300

BARNETT SFL
800-5239498>067003985<
52 272833 1389
C1 462 272833 12-18
02

>067003985<
1389
62 272833

MRS. M JOSEPHINE MEANY
C/O DERMOT MEANY.
APT 306
INGLESIDE APARTMENTS.
4502 E. INDIAN SCHOOL RD
PHOENIX
ARIZONA 85018.
PH# 602-956-7806

TO BE DELIVERED ON.
JAN 9-1998 - FRIDAY.

[illegible] phone from now
Jan 8 - JAMAICA.
876-952-4554

Office phone for Ingleside
602-927-1313.

NON-NEGOTIABLE WAREHOUSE RECEIPT

RECEIPT AND INVENTORY

Date of Issue 12/1/95

Lot No. JJ1010 No. of Pages 1

Consecutive No. 155

Wt. of HHG

Wt. of Books

TOTAL WEIGHT

Basic Agreement No.

Service Order No.

Received for the Account of M. J. McANY

whose latest known address is APT 301 INGLESIDE, 4502 EINDIAN SCHOOL RD PHOENIX ARIZONA 85018

the following goods and chattels enumerated and described in schedule below, in condition described herein, to be stored et warehouse at

upon the Terms and Conditions on the back of this Receipt.

Rate of Storage per Month or fraction thereof _____ Cartage _____

Warehouse Labor _____ Other _____ Packing _____

By _____ for

DESCRIPTIVE SYMBOLS

B/W - BLACK & WHITE TV
C - COLOR TV
CP - CARRIER PACKED
PBO - PACKED BY OWNER
CD - CARRIER DISASSEMBLED
DBO - DISASSEMBLED BY OWNER
PB - PROFESSIONAL BOOKS
PE - PROFESSIONAL EQUIPMENT
PP - PROFESSIONAL PAPERS
MCU - MECHANICAL CONDITION UNKNOWN

EXCEPTION SYMBOLS

BE - BENT
BR - BROKEN
BU - BURNED
CH - CHIPPED
CU - CONTENTS & CONDITION UNKNOWN
D - DENTED
F - FADED
G - GOUGED
L - LOOSE
M - MARRED
MI - MILDEW
MO - MOTHEATEN
P - PEELING
R - RUBBED
RU - RUSTED
SC - SCRATCHED
SH - SHORT
SO - SOILED
T - TORN
W - BADLY WORN
Z - CRACKED

LOCATION SYMB

1. ARM
2. BOTTOM
3. CORNER
4. FRONT
5. LEFT
6. LEGS
7. REAR
8. RIGHT
9. SIDE
10. T
11. V
12. E
13. C
14. F
15. B
16. D
17. D
18. B

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	CR.REF.	ARTICLE	CONDITION
1			
2			
3			
4			
5			
15 6		End Table	Not Covered
7		End Table	"
8		Coffee table	"
9		Table Cover	
160		Table Top	
1		Chair (Black)	
2		" "	
3		" "	
4		Bike	
5		Iron Board	
6		Vacuum	
7		Golf Bag	
8		Box	C.P.
9		Box	C.P.
170		Bedroom	
1		Chair	
2		Chair Parts	
3		TV	
4		Cabinet on wheels	C.P.
5		White Shelves	"
6		" "	"
7		~~Book Case~~ "	~~P.B.O.~~ C.P.
8		Book Case	P.B.O.
9		Book Case	
1800		Box	

ITEM NO.	CR.REF.	ARTICLE	CONDITION
18 1			CD
2		Pay stand.	CD
3		Box	CD
4		Box	CD
5		Harness	CD
6		Box Springs	CD
7		Table	CD
8		Bed Frame	CD
9		Desk Top	CD
190		Desk	
1		Desk Cabinet	
2		Box	P.B.O.
3		Recliner Chair	[illegible]
4		Figure Box	CD
5		" "	CD
6		Sofa	CD
7		Lamp	Not Covered
8		Basket	" "
9		Board	" "
800		Bird Cage	
1			
2			
3			
4			
5			
6			
77			
8			
9			
0			

I have checked all the items listed and numbered _____ to _____ inclusive and acknowledge that this is a true and complete list of the goods tendered and of the state of the goods received.

Driver _____ Date _____

I acknowledge that the condition of the goods at the time of the loadin noted on this inventory and that I have received a copy of this inventor Owner or Authorized Agent Sign. and Date.

ORDER FOR DELIVERY

Kindly deliver goods on this warehouse receipt to

_____ on _____

In case good8 are delivered to truckmen other than the Company's Trucks, the responsibility of the Warehouse ceases when goods are delivered to said truckmen.

Goods for places where receipts are customarily refused or where no authorized person is present to sign for them, may be left at my risk.

If goods cannot be delivered in the ordinary way by the stairs or elevator, I agree to pay for any end all extra charges for hoisting or other necessary labor.

Date _____ Signed [signature] CUSTOMER OR AGENT'S SIGNATURE

DELIVERY RECEIPT

The undersigned hereby acknowledges the delivery and receipt of property as listed and described in this warehouse receipt and/or any supplemental list attached hereto and certifies that the same has been received on the above date in good condition and order unless otherw indicated hereon in writing.

I further certify that all property so delivered is owned by me and th delivery to me includes all property stored by the undersigned except otherwise indicated hereon in writing.

Date _____ Signed [signature] CUSTOMER OR AGENT'S SIGN

© COPYRIGHT 1975, MILBIN PRINTING, INC., 1290 MOTOR PKWY., HAUPPAUGE, NY 11788 (516) 582-8800

FORM 360-2 REV '94

MAJESTY
MOVING & STORAGE
2714 NW 30TH AVE
LAUDERDALE LAKES FL 33311
954-485-2444

MAJESTY MOVING & STORAGE

- Local & Long Distance
- Commercial - Residential
- Last Minute Jobs
- 24 Hour Service

I, the Shipper, hereby acknowledge that placing an order to move under 72 hours does not require a written estimate

X

BILL OF LADING

COMM. ACCT. NO	LOT NO.	DATE	EST.

ORIGIN

NAME M. J. McANY
ADDRESS 1280 S ALHAMBRA CR APT. 2216
CITY CORAL GABLES FLA
PHONE 305-666-8412 WORK
AUTHORIZED AGENT

DESTINATION

NAME STORAGE
ADDRESS
CITY
PHONE
AUTHORIZED AGENT

Start X 1:50 AM PM Customer Initial

Finish AM PM X Customer Initial

ALL CHARGES TO BE PAID IN CASH, MONEY ORDER OR CHECK BEFORE PROPERTY IS RELINQUISHED BY CARRIER.

DECLARATION OF VALUE

The Customer hereby declares the value of all goods, including the contents of containers received or transported, or later received and/or transported for the Customer, as set forth below. Such value to be the agreed value for all purpose whatsoever: EITHER A of B.

A) I hereby declare the value of the goods tendered to the Company to be $.60 ___ per pound per article, and agree to the Company's limited liability as set forth in Section 1, Subdivision (A) & (B) on the reverse side hereof.

Signature

"By signing this form, you are waiving certain valuable coverage which protects your possessions above the minimum amounts set by law. Please read carefully.

B I hereby declare the value of the goods deposited with the company to be $and agree in the alternative to the limitation of the Company's liability as set forth in Section 1, Subdivision (A) & (C) on the reverse sive hereof and agree to pay the additional valuation charge of ___f___ per hundred dollars of valuation, the value herein declared shall not be less than for each pound of weight in the shipment. If the value specified is less then the value and the charge thereof shall be increased to meet the minimum requirement of ___f___ times the weight of the shipment in pounds. If not weighed, a constructive weight, based upon seven pounds per cubic foot, will be used in addition to the foregoing. If the shipment contains any article, thevalue of which is In excess Of $_____ such item(s) andits (their) value(s) must be listed immediately below, and such declaration will be in addition to the above declared value.

Signature
Total Declared Value of All Articles: $

PLEASE READ CAREFULLY:
THIS CONTRACT FOR SERVICE IS REQUIRED BY COUNTY ORDINANCE AND MUST INCLUDE THE TERMS AND COSTS ASSOCIATED WITH YOUR MOVE. IN ORDER FOR THE CONTRACT FOR SERVICE TO BE ACCURATE YOU MUST DISCLOSE ALL INFORMATION RELEVANT TO THE MOVE TO THE MOVER. COUNM ORDINANCE REQUIRES THAT A MOVER RELINQUISH POSSESSION OF YOUR GOODS AND COMPLETE YOUR MOVE UPON PAYMENT OF NO MORE THAN THE SPECIFIED MAXIMUM AMOUNT DUE AT DELIVERY.

- This price is based upon the inventory attached to your contract. Please note that any change will reflect the estimate cost.
- Packing materials are not included and will be charged per items ordered.

X Shipper Signature Date

LONGDISTANCE CUSTOMERS
Price quote is a flat rate based on the items that were provided by you. Any additional items will be charged by the rate per cu.ft. (between $3.00 - $5.00 per cu.ft.). Additional packing materials are not included. Payment by cash, cashiers check, money order or a valid credit card upon approval.

X Date ____ Time

SERVICES	CHARGES
MOVING ____HOURS @ $____PER HOUR	
OVERTIME ____HOURS @ $____PER HOUR	
TRAVEL TIME ____HOURS @ $____PER HOUR	
PACKING	
LOCAL HRS. & TRAVEL ____HRS. AT ____PER HR.	
INTRASTATE ____CU.FT. ____PER CU.FT.	255.00
INTERSTATE ADDIT'L CF____CU.FT.____PER CU.FT.	
INTERNTL. ____ CONTAINER PORT TO ____	
MATERIALS (BELOW)	854.00
LONG CARRY $50.00 PER 50 FEET	
ELEVATOR & STAIRS $50.00	
PICK-UP/DELIVERY	
EXTRA STOP $50.00	
PIANO HANDLING $75.00	
STORAGE HANDLING (One Time Charge)	
OTHER Plus Car with Stereo HAULING	
TOTAL	3441.00
DEPOSIT	
0 CASH 0 CREDIT ☐ PAID	
(☐ CASH CI CREDIT) BALANCE DUE	

PACKING MATERIALS ARE NOT INCLUDED

MATERIALS PRICE LIST	CONTAINERS			PACKING		
Linen Box		$9.00			$5.00	
China/Dish Pack Box	6	$15.00	90	6	$5.00	30
Wardrobe		$15.00			$8.00	
Picture/Mirror Box Per Side	6	$10.75	64	6	$5.75	35
Mattress Covers	5	$15.00	75	5	$7.00	35
PVC Tape Roll	12	$3.00	36		N/A	
Packing Paper Per Bundle15lb.		$24.00			N/A	
Bubble Per Ft.	110	$2.00	220		N/A	
Storage Pads Rent	7	$12.00	84		N/A	
TV Box		$15.00			$9.00	
Shrink Wrap Per Item	9	$15.00	135		N/A	
Appliances Handling Per Piece		$45.00			N/A	
Stairs Per Level	1	$50.00	50		N/A	
Hoisting/Lowering per item per level		$75.00			N/A	
Long Carry Over 50 Feet		$75.00			N/A	
Elevator flat Fee		$75.00			N/A	
	TOTAL		754	TOTAL		100

TOTAL PACKING & CONTAINERS

DELIVERY ACKNOWLEDGEMENT:
The Shipper hereby acknoledges that the shipment was received in apparently good condition except as noted on the inventory list. Furthermore, the Shipper acknowledges that all the serveces that were ordered have been performed, have been fully satisfied, and the truck was inspected and nothing has been left behind.

AT DELIVERY

X Date Time

CONSUMER PROTECTION PROFILE PAGE: 1

Complaint #: 98-00980 Analyst Name: GOLDFEDER, RONALD
Filing Date: 04/28/98 Legal #:

Complainant

Last Name: JONES JR Middle Initial: T
First Name: SAMUEL
Street: 65 SAWMILL RD E Apt #:
City: PINEHURST
Telephone #: (910) 215-0682 State: NC Zip: 28374

Vendor

Owner Last name: Owner First Name:
Company Name: ECONOMY MOVING INC
Street: 1521 ALTON RD Suite: 190
City: MIAMI BEACH State: & Zip: 33139
Telephone: Occp. Lic. Chk: / / Active (Y/N):
Complaint Type: 250002 Description: INTERSTATE MOVING
Protection Disposition: NOVIOLATION
Case Status: CLOSED Closing Date: 04/29/98 Date to Legal: /
Disposition Date: 04/29/98 Settlement Amount: 0.00
Notes:

Last Update: 04/29/98 Updated by: RGOLDFEDER

Consumer Protection Notes

==========

Consumer obtained an estimate of $838 to move from Coral Springs to North. Carolina. The mover DID NOT MEET THE SCHEDULED DELIVERY DAY AND TIME, arrived late (1:30AM), made a cash demand for $1652, an increase of $814 over hrs alleged binding estimate, was extremely rude, vendor refused to accept Postal Money Orders, and finally settled for payment of $1472 CASH. The vendor also required the consumer to release any and all damage claims before the truck was unloaded.

Rationale: Interstate move-no jurisdiction.
Disposition: NO VIOLATION.

Lowballing - increase after goods loaded
Cash demand

BROWARD COUNTY
FLORIDA

Consumer Affairs Division
115 S. Andrews Avenue, Annex, Room A460
Fort Lauderdale, FL 33301
(954) 765-5350 • FAX (954) 765-5309

April 29, 1998

Samuel T. Jones, Jr.
65 Sawmill Road East
Pinehurst, N.C. 28374-0682

Re: File No. 98-00930
Economy Moving, Inc.

Dear Mr. Jones:

This will acknowledge receipt of the above subject complaint relative to your daughter's move from Coral Springs, Florida to Southern Pines, NC. You state that your daughter had received form this vendor a binding estimate of $838 but was required to pay $1472 (cash), with a release of any and all claims for damages, before the vendor would unload her belongings.

While you have described a very regrettable situation, this agency has no jurisdiction over this case since it involves an interstate move which falls under federal law; however, at the present time there is no agency that addresses complaints on a federal level.

The only recourse that you may have is to pursue this matter through the court system. This complaint will remain on file as public record and will be available to consumers in our office. If you have any questions, please feel free to contact me at 954-765-5350, extension 244.

Sincerely,

Ronald S. Goldfeder
Consumer Analyst

cc: Economy Moving, Inc. (W/ Enclosure)

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS — An Equal Opportunity Employer and Provider of Services
Norman Abramowitz Scott I. Cowan Suzanne N. Gunzburger Ilene Lieberman Lori Nance Pamsh Sylvia Poitier John E. Rodstrom, Jr.
World Wide Web: http://www.co.broward.fl.us/consumer

25°°, RG

Samuel T. Jones, Jr.
65 Sawmill Road East
Pinehurst, North Carolina 28374-9649
(910) 215-0682

98000930

April 16, 1998

To: Attorney General's Office
Broward County Commissioner Guazburger
Broward County Consumer Affairs Division
Better Business Bureau

Re: Economy Moving, Inc.
1521 Alton Road #190
Miami Beach, FLA 33 139

CONSUMER AFFAIRS DIV
BOWARD COUNTY, FL.
1998 APR 27 PM 3:43

Dear Sir/Madam:

We are writing to you to register an incident involving the above-mentioned moving company.

Our daughter (Janis Zarkowsky) had obtained an estimate of $838 from the above company to move her goods from Coral Springs, Florida to an apartment in Southern Pines, North Carolina. They stated she had a total of 500 cubic feet. After they loaded up her goods, they wrote out their bill for $1,652. Since we, as her parents, were paying for this move upon destination, we began discussion of this amount with the moving company: however, the movers quickly began shouting (an individual named Nick), and refusing to honor their original guaranteed quote of $838. They claimed that the additional charges were for the tape, bubble wrap and blankets they had used to cover her few belongings. After much discussion and argument, they agreed to reduce the bill by $180 or a total of $1,472. Even after this reduction we considered the charge exorbitant ($634 for tape, some bubble wrap and a few blankets??), but since the goods were already loaded in the truck, there was not much our daughter could do at her end.

They agreed to deliver the goods on March 30, 1998 around noon time. The day went by and no delivery. At midnight of that day (at 12:15 a.m. to be exact), we were awakened by a telephone call from their driver, a Mr. Meir Binyamin Levi, asking if we could accept delivery at 1:00 a.m. We said we could not get up at that hour of the night and meet him at our daughter's apartment, and he said he would deliver the next day. Incidentally, he was still in Georgia, some 6-7 hours away from destination when he called at 12: 15 a.m. proposing to deliver at 1:00 a.m. He then proceeded to scream in a very threatening manner that we better have cash for him and hung up.

During a telephone conversation with Nick in Florida, after our daughter had arrived in North Carolina, she had asked him if he would accept postal money orders since we bank out of state and could not secure a cashier's check. He stated "postal money orders are perfect." Thus, we obtained postal money orders in the amount of $1,472. When his driver arrived the next day (in a Ryder truck) the fun began. He demanded in an extremely rude way that we were to pay him before he unloaded (which we know is normal procedure having moved some seven times from coast to coast with more reliable, professional movers) and that it would have to be in cash and nothing else. Plus we were to sign a statement his company had prepared stating that the $180 reduction would be considered to cover damages and that there would be no further claims for damages no matter what was damaged. This before the shipment had been placed in the apartment or inspected in any way. By the way, we were not given a copy of this statement.

Mr. Levi refused to accept the money orders and we went around and around with him assuring him that money orders were as good as cash anywhere in the U.S.A., that his supervisor, Nick, had told us on the phone that "money orders are perfect", and that we would not sign any such statement because the truth of the matter was that the $180 was not to cover damages but a reduction from their exorbitant fee.

The arguing and shouting continued with the driver and with his people back in Florida, from our home in Pinehurst, where we brought the driver so he would have the use of our telephone. At times Nick was not there so we spoke to Nick's co-worker (also a supervisor) named David, who yelled and was just as rude as the others. Since we could not come to any kind of reasonable agreement, the driver said he would take the shipment with him and proceed to New Jersey for his next delivery. At that point, he left with our daughter's goods still in the truck.

We then contacted the local police for suggestions as to how to resolve this problem, and their reaction was non-committal, since they claimed no crime had been committed. So much for our police force and their public service.

The driver in the meantime did not proceed to New Jersey as he threatened but contacted his people in Florida and we, in turn, received another call from Nick. We stated that we had to resolve this problem and suggested that we would take their driver with us to the post office so he could cash the money orders. He instructed his driver to return. We finally accomplished this much and he pocketed the $1,472 cash. We then drove him back to the apartment where he had left the Ryder truck so he could unload the goods. He then realized he had left the truck keys in a cafe where he had had some refreshments so we had to drive him back to the restaurant to find his keys.

Then we drove him back to the apartment where the hassle started all over again over the statement they wanted us to sign claiming that they had paid $180 for all damages and would not honor additional claims, if any. He remained adamant and sat on the steps outside the apartment and would not unload the shipment. Out of desperation, our daughter finally said she would sign anything to put an end to this ordeal.

The stress and aggravation caused us by these people is indescribable. We were at our wits' end and near exhaustion. All of this took up most of the day. The driver was taken by us in our car to two post offices (one did not have enough cash), our home to use the telephone, to a cafe, all around town looking for public phones so he could contact his people again and again, and back and forth to our daughter's apartment. After my daughter finally signed the statement to end this ordeal, the mover finally unloaded the truck; however, by this time, it was well after 6:00 p.m. An entire day had been spent arguing with the moving company and their driver over a fee that had originally been "guaranteed" by Nick (the fee being $838 TOTAL), and in ferrying the moving company's driver from place to place in order to cash in the money orders that Nick had told us were "perfect" etc. etc.

These individuals were rude, demanding, vociferous, threatening and unprofessional in every respect. How people are granted licenses so indiscriminately to conduct business in this country is appalling.

We hope the authorities receiving a copy of this letter will take some action/sanction to stop such unbusiness-like practices from being experienced by other unsuspecting customers.

Very truly yours,

Samuel T. Jones, Jr.

cc: Economy Moving, Inc.

BROWARD COUNTY

Consumer Aff airs Division
115 S. Andrews Avenue, Annex, Room A460
Fort Lauderdale. FL 3330 1
(954) 765-5350 • FAX (954) 765-5309

April 29, 1998

Samuel T. Jones, Jr.
65 Sawmill Road East
Pinehurst, N.C. 28374-0682

Re: File No. 98-00930
Economy Moving, Inc.

Dear Mr. Jones:

This will acknowledge receipt of the above subject complaint relative to your daughter's move from Coral Springs, Florida to Southern Pines, NC. You state that your daughter had received form this vendor a binding estimate of $838 but was required to pay $1472 (cash), with a release of any and all claims for damages, before the vendor would unload her belongings.

While you have described a very regrettable situation, this agency has no jurisdiction over this case since it involves an interstate move which falls under federal law; however, at the present time there is no agency that addresses complaints on a federal level.

The only recourse that you may have is to pursue this matter through the court system. This complaint will remain on file as public record and will be available to consumers in our office. If you have any questions, please feel free to contact me at 954-765-5350, extension 244.

Sincerely,

Ronald S. Goldfeder
Consumer Analyst

cc: Economy Moving, Inc. (W/ Enclosure)

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25°, RG

Samuei T. Jones, Jr.
65 Sawmill Road East
Pinehurst, North Carolina 28374-9649
(910) 215-0682

98000930

April 16, 1998

To: Attorney General's Office
Broward County Commissioner Gunzburger
Broward County Consumer Affairs Division
Better Business Bureau

Re: Economy Moving, Inc.
1521 Alton Road #190
Miami Beach, FLA 33139

CONSUMER AFFAIRS DIV
BOWARD COUNTY, FL.
1998 APR 27 PM W 4:3

Dear Sir/Madam:

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Our daughter (Janis Zarkowsky) had obtained an estimate of $838 from the above company to move her goods from Coral Springs, Florida to an apartment in Southern Pines, North Carolina. They stated she had a total of 500 cubic feet. After they loaded up her goods, they wrote out their bill for $1,652. Since we, as her parents, were paying for this move upon destination, we began discussion of this amount with the moving company: however, the movers quickly began shouting (an individual named Nick), and refusing to honor their original guaranteed quote of $838. They claimed that the additional charges were for the tape, bubble wrap and blankets they had used to cover her few belongings. After much discussion and argument, they agreed to reduce the bill by $180 or a total of $1,472. Even after this reduction we considered the charge exorbitant ($634 for tape, some bubble wrap and a few blankets??), but since the goods were already loaded in the truck, there was not much our daughter could do at her end.

They agreed to deliver the goods on March 30.1998 around noon time. The day went by and no delivery. At midnight of that day (at 12:15 a.m. to be exact), we were awakened by a telephone call from their driver, a Mr. Meir Binyamin Levi, asking if we could accept delivery at 1:00 a.m. We said we could not get up at that hour of the night and meet him at our daughter's apartment, and he said he would deliver the next day. Incidentally, he was still in Georgia, some 6-7 hours away from destination when he called at 12: 15 a.m. proposing to deliver at 1:00 a.m. He then proceeded to scream in a very threatening manner that we better have cash for him and hung up.

During a telephone conversation with Nick in Florida, after our daughter had arrived in North Carolina, she had asked him if he would accept postal money orders since we bank out of state and could not secure a cashier's check. He stated "postal money orders are perfect." Thus, we obtained postal money orders in the amount of $1,472. When his driver arrived the next day (in a Ryder truck) the fun began. He demanded in an extremely rude way that we were to pay him before he unloaded (which we know is normal procedure having moved some seven times from coast to coast with more reliable, professional movers) and that it would have to be in cash and nothing else. Plus we were to sign a statement his company had prepared stating that the $180 reduction would be considered to cover damages and that there would be no further claims for damages no matter what was damaged. This before the shipment had been placed in the apartment or inspected in any way. By the way, we were not given a copy of this statement.

Mr. Levi refused to accept the money orders and we went around and around with him assuring him that money orders were as good as cash anywhere in the U.S.A., that his supervisor, Nick, had told us on the phone that "money orders are perfect", and that we would not sign any such statement because the truth of the matter was that the $180 was not to cover damages but a reduction from their exorbitant fee.

The arguing and shouting continued with the driver and with his people back in Florida, from our home in Pinehurst, where we brought the driver so he would have the use of our telephone. At times Nick was not there so we spoke to Nick's co-worker (also a supervisor) named David, who yelled and was just as rude as the others. Since we could not come to any kind of reasonable agreement, the driver said he would take the shipment with him and proceed to New Jersey for his next delivery. At that point, he left with our daughter's goods still in the truck

We then contacted the local police for suggestions as to how to resolve this problem, and their reaction was non-committal, since they claimed no crime had been committed. So much for our police force and their public service.

The driver in the meantime did not proceed to New Jersey as he threatened but contacted his people in Florida and we, in turn, received another call from Nick. We stated that we had to resolve this problem and suggested that we would take their driver with us to the post office so he could cash the money orders. He instructed his driver to return. We finally accomplished this much and he pocketed the $1,472 cash. We then drove him back to the apartment where he had left the Ryder truck so he could unload the goods. He then realized he had left the truck keys in a cafe where he had had some refreshments so we had to drive him back to the restaurant to find his keys.

Then we drove him back to the apartment where the hassle started all over again over the statement they wanted us to sign claiming that they had paid $180 for all damages and would not honor additional claims, if any. He remained adamant and sat on the steps outside the apartment and would not unload the shipment. Out of desperation, our daughter finally said she would sign anything to put an end to this ordeal.

The stress and aggravation caused us by these people is indescribable. We were at our wits' end and near exhaustion. All of this took up most of the day. The driver was taken by us in our car to two post offices (one did not have enough cash), our home to use the telephone, to a cafe, all around town looking for public phones so he could contact his people again and again, and back and forth to our daughter's apartment. After my daughter finally signed the statement to end this ordeal, the mover finally unloaded the truck; however, by this time, it was well after 6:00 p.m. An entire day had been spent arguing with the moving company and their driver over a fee that had originally been "guaranteed" by Nick (the fee being $838 TOTAL), and in ferrying the moving company's driver from place to place in order to cash in the money orders that Nick had told us were "perfect" etc. etc.

These individuals were rude, demanding, vociferous, threatening and unprofessional in every respect. How people are granted licenses so indiscriminately to conduct business in this country is appalling.

We hope the authorities receiving a copy of this letter will take some action/sanction to stop such unbusiness-like practices from being experienced by other unsuspecting customers.

Very truly yours,

Samuel T. Jones, Jr.

cc: Economy Moving, Inc.

Complaint #: 97-01945 Analyst Name : GOLDFEDER, RONALD
Filing Date: 10/13/97 Legal #: _____

Complainant

Last Name : RIGGS Middle Initial: -
First Name: MICHELLE
Street : 1342 WELLESLEY AVENUE Apt #: 201
City : W LOS ANGELES
Telephone #: (310)326-3100 State: CA Zip : -

Vendor

Owner Last name: SWIZA Owner First Name: SHIMON (SHAWN)
Company Name: COAST TO COAST EXPRESS
Street : 2516 SW 30 AVENUE Suite: _____
City : HALLANDALE State: FL Zip: 33009
Telephone : (954)454-3333 Occp. Lic. Chk: / / Active (Y/N): _
Complaint Type: 250002 Description: INTERSTATE MOVING
Protection Disposition: COMPANY OUT OF BUSIN
Case Status: CLOSED Closing Date: 10/31/97 Date to Legal: / /
Disposition Date: 10/31/97 Settlement Amount: 0 . 0 0
Notes:

Last Update: 10/31/97 Updated by: RGOLDFEDER

Consumer Protection Notes

==========

Long distance move from Quincy, Mass. to Los Angeles, Calif. Delivery of furniture and vehicle was delayed, vendor was uncooperative and extremely rude, consumer feared that goods were stolen, and when delivered there was extensive damage. No jurisdiction over this case-however, Notice Letter issued to vendor 10/14 with copy to A/G and to Hallandale Police Department.

10/21-called the consumer to discuss her case. She paid the vendor $605+815=$1420; the damage to her items occurred while they were stored in Florida during the delay in this move. She paid $169 for blankets and $30 for matress covers-these become wet/damaged resulting in the damage to her furniture. She would like this $199 refunded, + $340 for a love seat, missing bed frame $70, a bookcase $30 and file cabinet $30 both of which were crushed. Total request=$669. I advised her that no one has jurisdiction over interstate moves and CAD has no jurisdiction over damage claims; however, we would contact the vendor on her behalf-the likelihood of any success is very very slim. The consumer also stated that she has called the vendor on numerous ocassions but never has had the courtesy of a return call to discuss her loss and claim.

10/20-called the vendor and left a message for Shawn at 4:00PM. 10/23-called the vendor and Shawna said that the owner, Shawn, was in NYC for about 10 days. Called the vendor 10/31-phone has been disconnected, no additional information; Division of Corp. printout reveals that the vendor was dissolved on 8/14/97; A/G trying to verify a rumor that the vendor has filed bankrupcy. Called the consumer and gave her the above news and advised that we are closing our file.

Rationale: Interstate move and damage claim over which CAD has no jurisdiction; unable to contact the vendor in an attempt to mediate a settlement on behalf of the consumer.

Lowballing
Delayed delivery

Bank certified check

==========

Disposition: COMPANY OUT OF BUSINESS.

INSURANCE - FREE OF CHARGE

DECLARATION OF VALUE: The Customer hereby declares the value of all **goods**, including the contents of containers received or transported, or later received and/or transported for the Customer, as set forth below. Such value to be agreed value for the all purpose whatsoever:

EITHER A or B

A. I hereby declare the value of the goods tendered to the Company to be $ .60 ___ per pound per article, and agree to the Company's limited liability as set forth in Section 1, Subdivision (A) & (B) on the reverse side hereof.

Signature X Michelle Riggs

B. I hereby declare the value of the goods deposited with the Company to be $_____ ⊛■♎ agree in the ● ♦●‖□■⊛•□ ●□ the limitation of the Company's liability as set forth in Section 1, Subdivision (A) & (C) on the reverse side hereof and agree to pay the additional valuation charge of $_____ per hundred dollars of valuation, the value herein declared shall not be less than $_____ for each pound of weight in the shipment. If the value specified is less, then the value and the charge thereof shall be increased to meet the minimum requirement of $ times the weight of the shipment in pounds. If not weighted, a constructive weight, based won seven pounds per cubic foot, will be used in addition to the foregoing. If the shipment contains any article, the value of which is a excess of $_____ such item(s) and its (their) value(s) must be listed immediately below, and such declaration will be in addition to the above declared value.

Signature _____

Total Declared Value of All Articles: $ _____

COST OF PACKING MATERIALS, AND PACKING AND UNPACKING SERVICES			PACKING MATERIALS NO.	Per Each	TOTAL	PACKING NO.	Per Each	TOTAL	UNPACKING NO.	Per Each	TOTAL
BOOK	box	1.5 cubic feet									
MISC.	box	3.1 cubic feet									
LINEN	box	4.5 cubic feet									
DISH PACK	box	5.25 cubic feet	1	25	25	1	12.5	12.5			
GENERAL	box	6.1 cubtc feet									
WARDROBE	box										
PICTURE	box	per section									
FURNITURE	pads										
WRAPPING PAPER		10 lbs.									
POLY FURNITURE COVERS											
MATTRESS COVER			2	15	30	2	7.5	15			
BUBBLE WRAP	per foot	12 in. x 12 in.									
TAPE		50 yards pvc									
BLANKETS - for rent only			13	13	169	13	6.5	84.5			
OTHER											
OTHER											
			MATERIAL COSTS		$ 224	PACKING COSTS		$ 112	UNPACKING COSTS		$

PLEASE READ CAREFULLY:

THIS CONTRACT FOR SERVICE IS REQUIRED BY COAST TO COAST EXPRESS MOVING & STORAGE CO., INC. WHEN SHIPPER REQUIRES ADDITIONAL ACCESSORIAL SERVICES AND/OR ANY EXTRA ITEMS TO BE SHIPPED WITH THE-ORIGINALLY SPECIFIED ITEMS STATED ON THE WRITTEN ESTIMATE.

By signing this document, I, the customer of GREENBERG VAN LINES MOVING & STORAGE CO., INC. (hereinafter referred to as "mover") hereby acknowledge that I have read BOTH sides of this Agreement and do understand and agree to be bound by the terms and conditions of this agreement.

SIGNATURE X Michelle Riggs

ADDITIONAL TRANSPORTATION SERVICES (Item NOT originally specified)		CHARGES
Extra Cubic Feet	71 cubic ft $3.79 $ ft	269.09
Additional Labor	Men Hours $ per hr	
Additional Packing/Wrapping Material Charges		336.00
Destination Elevator Charge	$per floor	
Destination Stair Charge	$per 8 Stairs	
Destination Long Carry	$per 75 ft.	
Extra Stop		
Other Charges / Discounts		
Sub Total		605.00
Deposit Paid	~~Cash / Card (circle one)~~	0
BALANCE DUE	Cash / Card (circle one)	605.00

See inventory 1 and 2

The final settlement of this amount must be made in ~~0~~

☐ Cash, Cashier's Check, Money Order, Travelers Check

or

☐ Valid credit card

Payment in full of all charges is required before delivery.

Paid Dec

DELIVERY ACKNOWLEDGMENT

The customer hereby acknowledges that he/she has inspected the truck to be empty of his/her belongings and the shipment was received in ~~apparently good~~ condition except as is herein above noted.

Furthermore, the customer hereby acknowledges that all the services that were ordered have been performed by Coast to Coast Express Moving & Storage Co., Inc. and [redacted] not ~~sett~~ satisfied.

X Michelle Riggs Date 7-9-97 Time 4:45pm

After signing here the Customer has 48 hours to file in writing a claim against Coast to Coast Express Moving & Storage Co., Inc. A failure to file a written claim in above manner will result-in releasing Coast to Coast Express Moving & Storage Co., Inc. form any and all liability.

In case of dispute, any form of payment 25% of total bill will charged additional to original charge.

WHITE COPY-ORIGINAL-NOT NEGOTIABLE YELLOW COPY-SHIPPER COPY PINK COPY-RECORD

25 on / Ke

BROWARD COUNTY

CONSUMER AFFAIRS DIV
BOWARD COUNTY FL
1997 OCT 10 PM 4:51

Consumer Affairs Division
113 S. Andrews Avenue, Annex, Room A460
Fort Lauderdale, FL 33301
(954) 765-5350

COMPLAINT FORM

(Please fill in all blanks)

97001945

Print your name and address

Name: Michelle Riggs
Address: 1342 Wellesley Ave #201
City: W. Los Angeles
State: CA Zip: 90025
Home Telephone No.: 310 207 8635
Business Telephone No.: 310 326 3100 x 294

Print name and address of the party against whom you have a complaint

Name: Coast to Coast Express
Address: 2516 So. West 30th Ave
city: Hallandale
State: FL Zip: 33009
Telephone No.: 954-454-3333

Please Provide the Following Information

(1) Date of transaction _____

(2) Have you contacted the vendor about this complaint? ☑ Yes ☐ No

(3) Did you sign a contract, lease, or document? ☑ Yes ☐ No

(4) Have you previously filed this complaint with this office? Cl Yes ☑ No

(5) Is this complaint now pending with any other Agency? ☑ Yes ☐ No
If yes, please give the name and address of the Agency:

Better Business Bureau.

Please furnish a copy of all documents, contracts, receipts, letters, etc.

Important!...In order for your complaint to be processed, copies of all relevant documents **must** be submitted with this complaint. These documents may include receipts, contracts, estimates or invoices, authorizations to perform work, **advertisements/circulars,** warranties, guarantees, any correspondence relative to this complaint, etc.

(6) What action would you like the vendor/company to take to resolve your complaint?

What I would like is to be reimbursed for the money I paid for the blankets used to cover my furniture (they caused all the damage), $30 for the bookcase, $30 for the file cabinet, the cost of replacing the Dresser

(over)

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS — An Equal **Opportunity Employer** and **Provider of Services**
Norman Abramowitz Scott I. Cowan Suzanne N. Gunzburger Ilene Lieberman Lori Nance Parrish Sylvia Poitier John E. Rodstrom, Jr.
World **Wide** *Web:* **http://www.co.broward.fl.us/consumer**

Complaint Form (continued)

Please type or print in ink and sign at the bottom.
A copy of your complaint form will be forwarded to the vendor.

Description of your Complaint: the cost to re-upholster the love seat $70 for the Bed Frame - reimbursement for the cost of shipping 10 Boxes - because the items in most of my boxes were crushed (lamp, crystal glasses - 5 out of 16 glasses survived, candle holders, porcelain clowns etc.). I would also like to be compensated for all the aggravation I've gone thru and the time I've spent trying to get answers from this company. - see attached letter

Please use additional paper if **necessary**

Under penalty of perjury, I declare the facts contained herein are true, **correct** and complete.

Date: 10-7-97 Signature: Michelle Lugo

PLEASE READ DISCLOSURE STATEMENT

All information provided to the Consumer Affairs Division is of public **record** and is available for inspection by the public under the Florida Public Records law. This includes all of the information you have included **in this** complaint and supporting documentation.

ISURANCE • FREE OF CHARGE

ECLARATION OF VALUE: The **Customer** hereby declares the value of , goods, including the contents of contamers **received or** transported, later received **and/or** transported for the **Customer, as set** forth below. uch value **to be** agreed **value** for the **all purpose** whatsoever:

ITHER A or B

. I hereby declare the value of the goods tendered to the ompany to be $ .60 per pound per article, and agree) the Company's limited liability as set forth in Section 1, ubdivision (A) & (8) on the reverse side hereof.

Signature X Michelle Reggi

B. I hereby declare the value of the goods deposited with the Company to be $_____ and agree in the alternative to the limitation of the Company's liability as set forth in Section 1, Subdivision (A) & (C) on the reverse side hereof and agree to pay the additional valuation charge of $_____ per hundred dollars of valuation, the value herein declared shall not be less than $_____ for each pound of weight in the shipment. If the value specified is less, then the value and the charge thereof shall be increased to meet the minimum requirement of $_____ times the weight of the shipment in pounds. If not weighted, a constructive weight, based upon seven pounds per cubic km. will be used in addition to the foregoing. If the shipment contains any article, the value of which is in excess of $_____, such item(s) and its (their) value(s) must be listed immediately below, and such declaration will be in addition to the above declared value.

Signature _____

Total Declared Value of All Articles: $ _____

COST OF PACKING MATERIALS AND PACKING AND UNPACKING SERVICES			PACKING MATERIALS NO.	PACKING MATERIALS Per Each	PACKING MATERIALS TOTAL	PACKING NO.	PACKING Per Each	PACKING TOTAL	UNPACKING NO.	UNPACKING Per Each	UNPACKING TOTAL
BOOK	box	1.5 cubic feet									
MISC.	box	3.1 cubic feet									
LINEN	box	4.5 cubic feet									
DISH PACK	box	5.25 cubic feet									
GENERAL	box	6.1 cubic feet									
WARDROBE	box										
PICTURE	box	per section									
FURNITURE	pads										
WRAPPING PAPER		10 lbs.									
POLY FURNITURE COVERS											
MATTRESS COVER											
BUBBLE WRAP	per foot	12 in. x 12 in.									
TAPE		50 yards PVC									
BLANKETS - for rent only											
OTHER											
OTHER											
			MATERIAL COSTS	$		**PACKING** COSTS	$		UNPACKING COSTS	$	

PLEASE READ CAREFULLY:
THIS CONTRACT FOR SERVICE IS REQUIRED BY COAST TO COAST EXPRESS MOVING & STORAGE CO., INC. AND MUST INCLUDE THE TERMS AND COSTS ASSOCIATED WITH YOUR MOVE. IN ORDER FOR THE CONTRACT FOR SERVICE TO BE ACCURATE YOU MUST DISCLOSE ALL INFORMATION RELEVANT TO THE MOVE TO THE MOVER.

PLEASE READ CAREFULLY:
THE TOTAL CHARGES OF THIS CONTRACT WILL NOT EXCEED THE WRITTEN ESTIMATED COSTS. SHOULD SHIPPER REQUIRE ADDITIONAL ACCESSORIAL SERVICES AND/OR ANY EXTRA ITEMS TO BE SHIPPED WITH THE ORIGINALLY SPECIFIED ITEMS STATED ON THE **WRITTEN** ESTIMATE COAST TO COAST EXPRESS MOVING & STORAGE CO., INC. WILL OPEN A NEW CONTRACT FOR THESE ADDITIONAL ITEMS.

By signing this document, I, the **customer of COAST TO COAST EXPRESS** MOVING & STORAGE CO., INC. **(hereinafter referred to as 'mover') hereby** acknowledge that I **have read BOTH** sides **of** this **Agreement** and do understand and agree to be bound by the terms and conditions of this agreement.

SIGNATURE X Michelle Reggi

Justification to exceed up to 10%: _____

TRANSPORTATION SERVICES					CHARGES
Pick up Charge					
Labor	Men	Hours	$	per hr	
Travel Time		Hours	$	per hr	
Packing/Wrapping Material Charges					
Warehouse Handling					
Line Haul 215 miles		3.79			815.-
Weight					
Extra Labor	Men		$	per hr	
Piano Handling:			Lower or Hoist		
Destination Elevator Charge			$per floor		
Destination Stair Charge			$per 8 Stairs		
Destination Long Carry			$per 75 ft.		
Extra Stop					
Other Charges / Discounts					
Sub Total					$815.00
Deposit Paid		Cash / Card (circle one)			$100.00
BALANCE DUE		Cash / Card (circle one)			$715.00

The final settlement of this amount must be made in

☐ *Cash, Cashier's Check, Money Order, Traveler's Check*

or

☐ *Valid credit card*

paid

Payment in full of all charges is required before delivery.

In case of dispute, any form of payment 25% of total bill will charged additional to original charge.

DELIVERY ACKNOWLEDGMENT

The customer hereby acknowledges that h&he has inspected the truck to be empty of his/her belongings and the shipment was received in apparently [redacted] except as is herein above noted.

Furthermore, the customer hereby acknowledges that all the services that were ordered have been performed by Coast to Coast Express Moving & Storage Co., Inc. and have been ~~satisfied~~ not satisfied.

X Michelle Reggi Date 7-9-97 Time 945pm

After signing here the Customer has 60 days to file in writing a claim against Coast to Coast Express Moving & Storage Co., Inc. A failure to file a written claim in above manner will result in releasing Coast to Coast Express Moving & Storage Co., Inc. form any and all liability.

WHITE COPY - ORIGINAL-NOT NEGOTIABLE . SHIPPER COPY PINK COPY - RECORD

COAST TO COAST EXPRESS
MOVING & STORAGE CO., INC.

199 10th Street • Brooklyn, New York 11251
(718) 445-5344 • Fax (800) 282-4007
J.C.C. MC. 283030 D.O.T. 581366

have not been-able to get any information
Regarding del. of my furn - she said
I needed to speak to Sean - dispatcher
left my # for him to call me - about 2 hrs.
didn't return my call. called again
at 208 on hold for 3 mins hung up

TIME RECORD
LOADING DATE: 5 30 97.
Start 1555 AM (M) Customer Initials
Finish 1800 AM (M) Customer Initials

ENCLOSE TO JOB NO.

ADDITIONAL LONG DISTANCE CONTRACT FOR SERVICE

ORIGIN		DESTINATION	
NAME	MICHELLE RIGGS	NAME	MICHELLE RIGGS.
ADDRESS	91 BROOK RD. #3	ADDRESS	
CITY	QUINCY MASS.	CITY	LOS ANGELES.
PHONE	617 479 5721	PHONE	310 207 8635.
AUTHORIZED AGENT		AUTHORIZED AGENT	

ALL THE RATES AND COSTS RELATED TO THIS NEW EXTRA ITEMS SERVICES, ACCESSORIAL WILL BE ACCORDINGLY TO THE COMPANY SPECIAL TARIFF. THE LEGAL MATTER OF THE NEW CONTRACT WILL BE AS A REQUEST FOR SERVICE WITHIN SEVENTY-TWO HOURS.

INSURANCE • FREE OF CHARGE

DECLARATION OF VALUE: The Customer hereby declares the value of all goods, including the contents of containers received or transported, or later received and/or transported for the Customer, as set forth below. Such value to be agreed value for the all purpose Whatsoever:

EITHER A or B

A. I hereby declare the value of the goods tendered to the Company to be $ .60 per pound per article, and agree to the Company's limited liability as set forth in Section 1, Subdivision (A) & (B) on the reverse side hereof.

Signature X Michelle Riggs

B. I hereby declare the value of the goods deposited with the Company to be $_____ and agree in the alternative to the limitation of the Company's liability as set forth in Section 1, Subdivision (A) & (C) on the reverse side hereof and agree to pay the additional valuation charge of $_____ per hundred dollars of valuation, the value herein declared shall not be less than $_____ for each pound of weight in the shipment. If the value specified is less, then the value and the charge thereof shall be increased to meet the minimum requirement of $_____ times the weight of the shipment in pounds. If not weighted, a constructive weight, based upon seven pounds per cubic foot, will be used in addition to the foregoing. If the shipment contains any article, the value of which is in excess of $_____, such item(s) and its (their) value(s) must be listed immediately below, and such declaration will be in addition to the above declared value.

Signature _____

Total Declared Value of All Articles: $ _____

COST OF PACKING MATERIALS AND PACKING AND UNPACKING SERVICES			PACKING MATERIALS NO.	Per Each	TOTAL	PACKING NO.	Per Each	TOTAL	UNPACKING NO.	Per Each	TOTAL
BOOK	box	1.5 cubic feet									
MISC.	box	3.1 cubic feet									
LINEN	box	4.5 cubic feet									
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GENERAL	box	6.1 cubic feet									
WARDROBE	box										
PICTURE	box	per section									
FURNITURE	pads										
WRAPPING PAPER		10 lbs.									
POW FURNITURE COVERS											
MATTRESS COVER			2	15	30	2	7.5	15			
BUBBLE WRAP	per foot	12 in. x 12 in.									
TAPE		50 yards pvc									
BLANKETS - for rent only			13	13	169	13	6.5	84.5			
OTHER											
OTHER											
			MATERIAL COSTS		$ 224	PACKING COSTS		$ 112	UNPACKING COSTS		$

PLEASE READ CAREFULLY:
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By signing this document, I, the customer of GREENBERG VAN LINES MOVING & STORAGE CO., INC. (hereinafter referred to as "mover") hereby acknowledge that I have read BOTH sides of this Agreement and do understand and agree to be bound by the terms and conditions of this agreement.

ADDITIONAL TRANSPORTATION SERVICES (rate NOT originally specified)		CHARGES
Extra Cubic Feet	71 cubic ft $ 3.79 $ ft	269.09
Additional Labor	Men Hours $ per hr	
Additional Packing/Wrapping Material Charges		336.00
Destination Elevator Charge	$per floor	
Destination Stair Charge	$per 8 Stairs	
Destination Long Carry	$per 75 ft.	
Extra Stop		
Other Charges / Discounts		
Sub Total		605.00

INSURANCE • FREE OF CHARGE

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Signature X Michelle Riggs

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Signature _____

Total Declared Value of All Articles: $ _____

COST OF PACKING MATERIALS, AND PACKING AND UNPACKING SERVICES			PACKING MATERIALS			PACKING			UNPACKING		
			NO.	Per Each	TOTAL	NO.	Per Each	TOTAL	NO.	Per Each	TOTAL
BOOK	box	1.5 cubic feet									
MISC.	box	3.1 cubic feet									
LINEN	box	4 S cubic feet									
DISH PACK	BOX	5.25 cubic feet									
GENERAL	BOX	6.1 cubic feet									
WARDROBE	box										
PICTURE	box	per section									
FURNITURE	pads										
WRAPPING PAPER		10 lbs.									
POLY FURNITURE COVERS											
MATTRESS COVER											
BUBBLE WRAP	per foot	12 in. x 12 in.									
TAPE		50 yards pvc									
BLANKETS • for rent only											
OTHER											
OTHER											
			MATERIAL COSTS	$		PACKING COSTS	$		UNPACKING COSTS	$	

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By signing this document, I, the customer of COAST TO COAST EXPRESS MOVING & STORAGE CO., INC. (hereinafter referred to as "mover") hereby acknowledge that I have read BOTH sides of this Agreement and do understand and agree to be bound by the terms and conditions of this agreement.

SIGNATURE X Michelle Riggs

Justification to exceed up to 10%: _____

TRANSPORTATION SERVICES					CHARGES
Pick up Charge					
Labor	Men	Hours	$	per hr	
Travel Time		Hours	$	per hr	
Packing/Wrapping Material Charges					
Warehouse Handling					
Line Haul 215		3.79	$		815.-
Weight			$		
Extra Labor	Men		$	per hr	
Piano Handling:		Lower or Hoist			
Destination Elevator Charge			$per floor		
Destination Stair Charge			$per 8 Stairs		
Destination Long Carry			$per 75 ft.		
Extra Stop					
Other Charges / Discounts					
Sub Total					$815.00
Deposit Paid		Cash / Card (circle one)			$800.00
BALANCE DUE		Cash / Card (circle one)			$15.00

The final settlement of this amount must be made in
☐ Cash, Cashier's Check, Money Order, Travelers Check
or Bank Certified Check
☐ Valid credit card
Payment in full of all charges is required before delivery.

In case of dispute, any form of payment 25% of total bill will charged additional to original charge.

DELIVERY ACKNOWLEDGMENT

The customer hereby acknowledges that he/she has inspected the truck to be empty of his/her belongings and the shipment was received in apparently good condition except as is herein above noted.

Furthermore, the customer hereby acknowledges that all the services that were ordered have been performed by Coast to Coast Express Moving & Storage Co., Inc. and have been fully satisfied.

X _____ Date _____ Time _____

After signing here the Customer has 60 days to file in writing a claim against Coast to Coast Express Moving & Storage Co., Inc. A failure to file a written claim in above manner will result in releasing Coast to Coast Express Moving & Storage Co., Inc. form any and all liability.

WHITE COPY - ORIGINAL-NOT NEGOTIABLE YELLOW COPY - SHIPPER COPY PINK COPY - RECORD

COAST TO COAST EXPRESS
MOVING & STORAGE CO., INC.

199 10th Street • Brooklyn, New York 11251
(718) 445-5344 • Fax (800) 282-4007
J.C.C. MC. 283030 D.O.T. 581366

TIME RECORD
LOADING DATE: 8 30 97
Start 3:55 AM (N)
Finish 4:00 AM (M)

LONG DISTANCE CONTRACT FOR SERVICE

ORIGIN	DESTINATION
NAME Michelle Riggs	NAME MICHELLE RIGGS.
ADDRESS 91 Brook Rd. #-3	ADDRESS 11625 OLYMPIC BLVD (Public Storage)
CITY Quincy MA	CITY WEST LA Los Angeles CA
PHONE 617-1479 5721	PHONE (310) 207 8635 (8/9/97)
AUTHORIZED AGENT	AUTHORIZED AGENT

☐ C.O.D. ☐ BILL ☐ PREPAID	PACKING DATE	PICKUP DATE(S)	DELIVERY DATE	VAN NO.	DRIVER
		5/28/97.			

INSURANCE • FREE OF CHARGE

DECLARATION OF VALUE: The Customer hereby declares the value of all goods, including the contents of containers received or transported, or later received and/or **transported** for the Customer, as set forth below. Such value to be agreed value for the all purpose whatsoever:

EITHER A or B - -

A. I hereby declare the value of the goods tendered to the Company to be $ .60 per pound per article, and agree to the Company's limited liability as set forth in Section 1, Subdivision (A) & (B) on the reverse side hereof.

Signature X Michelle Riggs

B. I hereby declare the value of the goods deposited with the Company to be $_____ and agree in the alternative to the limitation of the Company's liability as set forth in Section 1, Subdivision (A) & (C) on the reverse side hereof and agree to pay the additional valuation charge of $_____ per hundred dollars of valuation, the value herein declared shall not be less than $_____ for each pound of weight in the shipment. If the value specified is less, then the value and the charge thereof shall be increased to meet the minimum requirement of $_____ times the weight of the shipment in pounds. If not weighted, a constructive weight, based upon seven pounds per cubic foot, will be used in addition to the foregoing. If the shipment contains any article, the value of which is in excess of $_____, such item(s) and its (their) value(s) must be listed immediately below, and such declaration will be in addition to the above declared value.

Signature _____

Total Declared Value of All Articles: $ _____

COST OF PACKING MATERIALS AND PACKING AND UNPACKING SERVICES			PACKING MATERIALS NO.	PACKING MATERIALS Per Each	PACKING MATERIALS TOTAL	PACKING NO	PACKING Per Each	PACKING TOTAL	UNPACKING NO.	UNPACKING Per Each	UNPACKING TOTAL
BOOK	box	1.5 cubic feet									
MISC.	box	3.1 cubic feet									
LINEN	box	4.5 cubic feet									
DISH PACK	box	5.25 cubic feet									
GENERAL	box	6.1 cubic feet									
WARDROBE	box										
PICTURE	box	per section									
FURNITURE	pads										
WRAPPING PAPER		10 lbs.									
POLY FURNITURE COVERS											
MATTRESS COVER											
BUBBLE WRAP	per foot	12 in. x 12 in.									
TAPE		50 yards pvc									
BLANKETS - for rent only											
OTHER											
OTHER											
			MATERIAL COSTS	$		PACKING COSTS	$		UNPACKING COSTS	$	

PLEASE READ CAREFULLY:
THIS CONTRACT FOR SERVICE IS REQUIRED BY COAST TO COAST EXPRESS MOVING & STORAGE CO., INC. AND MUST INCLUDE THE TERMS AND COSTS ASSOCIATED WITH YOUR MOVE. IN ORDER FOR THE CONTRACT FOR SERVICE TO BE ACCURATE YOU MUST DISCLOSE ALL INFORMATION RELEVANT TO THE MOVE TO THE MOVER.

PLEASE READ CAREFULLY:
THE TOTAL CHARGES OF THIS CONTRACT WILL NOT EXCEED THE WRITTEN ESTIMATED COSTS. SHOULD SHIPPER REQUIRE ADDITIONAL ACCESSORIAL SERVICES AND/OR ANY EXTRA ITEMS TO BE SHIPPED WITH THE ORIGINALLY SPECIFIED ITEMS STATED ON THE WRITTEN ESTIMATE COAST TO COAST EXPRESS MOVING & STORAGE CO.,, INC. WILL OPEN A NEW CONTRACT FOR THESE ADDITIONAL ITEMS.

By signing this document, I the customer of COAST TO COAST EXPRESS

TRANSPORTATION SERVICES		CHARGES
Pick up Charge		
Labor	Men Hours $ per hr	
Travel Time	Hours $ per hr	
Packing/Wrapping Material Charges		
Warehouse Handling		
Line Haul 215	3.79 $	815.-
Weight	$	
Extra Labor	Men $ per hr	
Piano Handling:	Lower or Hoist	
Destination Elevator Charge	$per floor	
Destination Stair Charge	$per 8 Stairs	
Destination Long Carry	$per 75 ft	

INSURANCE • FREE Of CHARGE

DECLARATION OF VALUE: The Customer hereby declares the value of all goods. including the contents of containers received of transpørted, or later received **and/Of** transported for the Customer, a3 set forth below. Such value to **be agreed value** for the all purpose whatsoever:

EITHER A or B

A. I hereby declare the value of the goods tendered to the Company to be $ .60 per pound per article, and agree to the Company's limited **liability** as set forth in Section 1, Subdivision (A) & (B) on the reverse side hereof.

Signature X Michelle Reggi

B. I hereby declare the value of the goods deposited with the Company to be $_____ and agree in the alternative lo the limitation of the Company's liability as set forth in Section 1. Subdivision (A) & (C) on the reverse side hereof and **agree to pay** the additional valuation charge of $_____ per hundred dollars of valuation, the **value** herein declared shall not be less than $_____ for each pound of weight in the shipment. If the value specified is less, then the value and the charge thereof shall be increased lo meet the minimum requirement of $_____ times the weight of the shipment in pounds. If not weighted, a constructive weight, based upon seven pounds per cubic foot. will be used in addition to the foregoing. If the shipment contains any article, the value of which is in excess of $_____, such item(s) and its (their) value(s) must be listed immediately below, and such declaration will be in addition to the above declared value.

Signature _____

Total Declared Value of All Articles: $ _____

COST OF PACKING MATERIALS. AND PACKING AND UNPACKING SERVICES			PACKING MATERIALS NO.	PACKING MATERIALS Per Each	PACKING MATERIALS TOTAL	PACKING NO.	PACKING Per Each	PACKING TOTAL	UNPACKING NO.	UNPACKING Per Each	UNPACKING TOTAL
BOOK	box	1.5 cubic feet									
MISC.	box	3.1 cubic feet									
LINEN	box	4.5 cubic feet									
DISH PACK	box	5.25 cubic feet									
GENERAL	box	6.1 cubic feet									
WARDROBE	box										
PICTURE	box	per section									
FURNITURE	pads										
WRAPPING PAPER		10 lbs.									
POLY FURNITURE COVERS											
MATTRESS COVER											
BUBBLE WRAP	per foot	12 in. x 12 in.									
TAPE		50 yards pvc									
BLANKETS - for rent only											
OTHER											
OTHER											
			MATERIAL COSTS		$	PACKING COSTS		$	UNPACKING COSTS		$

PLEASE READ CAREFULLY:
THIS CONTRACT FOR SERVICE IS REQUIRED BY COAST TO COAST EXPRESS MOVING & STORAGE CO., INC. AND MUST INCLUDE THE TERMS AND COSTS ASSOCIATED WITH YOUR MOVE. IN ORDER FOR THE CONTRACT FOR SERVICE TO BE ACCURATE YOU MUST DISCLOSE ALL INFORMATION RELEVANT TO THE MOVE TO THE MOVER.

PLEASE READ CAREFULLY:
THE TOTAL CHARGES OF THIS CONTRACT WILL NOT EXCEED THE **WRITTEN** ESTIMATED COSTS. **SHOULD SHIPPER** REQUIRE ADDITIONAL ACCESSORIAL SERVICES AND/OR ANY **EXTRA** ITEMS TO BE SHIPPED WITH THE ORIGINALLY SPECIFIED ITEMS STATED ON THE **WRITTEN** ESTIMATE COAST TO COAST EXPRESS MOVING & STORAGE CO., INC. WILL OPEN A NEW CONTRACT FOR THESE ADDITIONAL ITEMS.

By signing this document, I, the **customer** of COAST TO COAST **EXPRESS** MOVING & STORAGE CO., INC. (hereinafter referred to as 'mover') hereby acknowledge that I have read BOTH sides of this Agreement and do understand and agree to be bound by the terms and conditions of this agreement.

SIGNATURE X Michelle Reggi

Justification to exceed up to 10%: _____

TRANSPORTATION SERVICES					**CHARGES**
Pick up Charge					
Labor	Men	Hours	$	per hr	
Travel Time		Hours	$	per hr	
Packing/Wrapping Material Charges					
Warehouse Handling					
Line Haul	215	miles or minimum charge	3.79	$ per mile	815.-
Weight		lbs	$ per lb		
Extra Labor	Men		$	per hr	
Piano Handling:			Lower or Hoist		
Destination Elevator Charge			$per floor		
Destination Stair Charge			$per 8 Stairs		
Destination Long Carry			$per 75 ft.		
Extra Stop					
Other Charges / Discounts					
Sub Total					$815.00
Deposit Paid					$800.00
BALANCE DUE		Cash / Card (circle one)			$15.00

The final settlement of this amount must be made in
☐ *Cash, Cashier's Check, Money Order, Traveler's Check*
or
☐ *Valid credit card*
Payment in full of all charges is required before delivery.
In case of dispute, any form of payment 25% of total bill will charged additional to original charge.

paid Ard

DELIVERY ACKNOWLEDGMENT

The customer hereby acknowledges that he/she has inspected the truck to be empty of his/her belongings and the shipment was received in apparently - - a 3 i s herein above noted.

Furthermore, the customer hereby acknowledges that all the services that were ordered have been performed by Coast to Coast Express Moving & Storage Co., Inc. and have been ~~fully satisfied~~ not satisfied

X Michelle Reggi Date 7-9-97 Time 945pm

After signing here the Customer has 60 days to file in writing a claim against Coast to Coast Express Moving & Storage Co., Inc. A failure to file a written claim in above manner will result in releasing Coast to Coast Express Moving & Storage Co., Inc. form any and all liability.

WHITE COPY • ORIGINAL-NOT NEGOTIABLE YELLOW COPY • SHIPPER COPY PINK COPY • RECORD

COAST TO COAST EXPRESS
MOVING & STORAGE CO., INC.

199 10th Street . Brooklyn, New York 11251
(718) 445-5344 . Fax (800) 282-4007
J.C.C. MC. 283030 D.O.T. 581366

have not been able to get any information
Regarding del. of my furn - she said
I needed to speak to Sean - dispatcher
left my # for him to call me - about 2 hrs.
didn't return my call - called again
pg. 208 on hold for 3 mins Hung up

TIME RECORD
LOADING DATE: 5 30 97
Start 1555 AM (M) Customer Initials
Finish 1800 AM (M) Customer Initials

ENCLOSE TO JOB NO.

ADDITIONAL LONG DISTANCE CONTRACT FOR SERVICE

ORIGIN		DESTINATION	
NAME	MICHELLE RIGGS	NAME	MICHELLE RIGGS.
ADDRESS	91 BROOK RD. #3	ADDRESS	
CITY	QUINCY MASS.	CITY	LOS ANGELES.
PHONE	617 479 5721	PHONE	310 207 8635.
AUTHORIZED AGENT		AUTHORIZED AGENT	

ALL THE RATES AND COSTS RELATED TO THIS NEW EXTRA ITEMS, SERVICES, ACCESSORIAL WILL BE ACCORDINGLY TO THE COMPANY SPECIAL TARIFF. THE LEGAL MATTER OF THE NEW CONTRACT WILL BE AS A REQUEST FOR SERVICE WITHIN SEVENTY-TWO HOURS.

INSURANCE . FREE OF CHARGE

DECLARATION OF VALUE: The Customer hereby declares the value of all goods, including the contents of containers received or transported, or later received and/or transported for the Customer, as set forth below. Such value to be agreed value for the all purpose whatsoever:

EITHER A or B

A. I hereby declare the value of the goods tendered to the Company to be $ .60 per pound per article, and agree to the Company's limited liability as set forth in Section 1, Subdivision (A) & (B) on the rev/else side hereof.

Signature X Michelle Riggs

B. I hereby declare the value of the goods deposited with the Company to be $_____ and agree in the alternative to the limitation of the Company's liability as set forth in Section 1, Subdivision (A) & (C) on the reverse side hereof and agree to pay the additional valuation charge of $_____ per hundred dollars of valuation, the value herein declared shall not be less than $_____ for each pound of weight in the shipment. If the value specified is less, then the value and the charge thereof shall be increased to meet the minimum requirement of $_____ times the weight of the shipment in pounds. If not weighted, a constructive weight, based upon seven pounds per cubic foot, will be used in addition to the foregoing. If the shipment contains any article, the value of which is in excess of $_____, such item(s) and its (their) value(s) must be listed immediately below, and such declaration will be in addition to the above declared value.

Signature _____

Total Declared Value of All Articles: $ _____

COST OF PACKING MATERIALS AND PACKING AND UNPACKING SERVICES			PACKING MATERIALS NO.	Per Each	TOTAL	PACKING NO.	Per Each	TOTAL	UNPACKING NO.	Per Each	TOTAL
BOOK	box	1.5 cubic feet									
MISC.	box	3.1 cubic feet									
LINEN	box	4.5 cubic feet									
DISH PACK	box	5.25 cubic feet	1	25	25	1	12.5	12.5			
GENERAL	box	6.1 cubic feet									
WARDROBE	box										
PICTURE	box	per section									
FURNITURE	pads										
WRAPPING PAPER		10 lbs.									
POLY FURNITURE COVERS											
MATTRESS COVER			2	15	30	2	7.5	15			
BUBBLE WRAP	per foot	12 in. x 12 in.									
TAPE		50 yards pvc									
BLANKETS - for rent only			13	13	169	13	6.5	84.5			
OTHER											
OTHER											
			MATERIAL COSTS	$ 224		PACKING COSTS	$ 112		UNPACKING COSTS	$	

PLEASE READ CAREFULLY:
THIS CONTRACT FOR SERVICE IS REQUIRED BY COAST TO COAST EXPRESS MOVING & STORAGE CO., INC. WHEN SHIPPER REQUIRES ADDITIONAL ACCESSORIAL SERVICES AND/OR ANY EXTRA ITEMS TO BE SHIPPED WITH THE ORIGINALLY SPECIFIED ITEMS STATED ON THE WRITTEN ESTIMATE.

By signing this document, I, the customer of GREENBERG VAN LINES MOVING & STORAGE CO., INC. (hereinafter referred to as 'mover*) hereby acknowledge that I have read BOTH sides of this Agreement and do understand and agree to be bound by the terms and conditions of this agreement.

ADDITIONAL TRANSPORTATION SERVICES		CHARGES
Extra Cubic Feet	71 cubic ft $3.79 $ ft	269.09
Additional Labor	Men Hams per hr	
Additional Packing/Wrapping Material Charges		336.00
Destination Elevator Charge	$per floor	
Destination Stair Charge	$per 8 Stairs	
Destination Long Carry	$per 75 ft.	
Extra Stop		
Other Charges / Discounts		
Sub Total		605.00

INSURANCE • FREE OF *CHARGE*

DECLARATION OF VALUE The Customer hereby declares the value of all goods, including the contents of containers received or transported, or later received and/or transported for the Customer, as set forth below. Such value to be agreed value for the all purpose whatsoever:

EITHER A or B

A. I hereby declare the value of the goods tendered to the Company to be $.60 per pound per article, and agree to the Company's limited liability as set forth in Section 1, Subdivision (A) & (B) on the reverse side hereof.

Signature X Michelle Rogg

B. I hereby declare the value of the goods deposited with the Company to be $_____ and agree in the alternative to the limitation of the Company's liability as set forth in Section 1, Subdivision (A) & (C) on the reverse side hereof and agree to pay the additional valuation charge of $_____ per hundred dollars of valuation, the value herein declared shall not be less than $_____ for each pound of weight in the shipment. If the value specified is less, then the value and the charge thereof shall be increased to meet the minimum requirement of $_____ times the weight of the shipment in pounds. If not weighted, a constructive weight, based upon seven pounds per cubic foot, will be used in addition to the foregoing. If the shipment contains any article, the value of which is in excess of $_____, such item(s) and its (their) value(s) must be listed immediately below, and such declaration will be in addition to the above declared value.

Signature _____

Total Declared Value of All Articles: $ _____

COST OF PACKING MATERIALS AND PACKING AND UNPACKING SERVICES			PACKING MATERIALS			PACKING			UNPACKING		
			NO.	Per Each	TOTAL	NO.	Per Each	TOTAL	NO.	Per Each	TOTAL
BOOK	box	1.5 cubic feet									
MISC.	box	3.1 cubic feet									
LINEN	box	4.5 cubic feet									
DISH PACK	box	5.25 cubic feet									
GENERAL	box	6.1 cubic feet									
WARDROBE	box										
PICTURE	box	per section									
FURNITURE	pads										
WRAPPING PAPER		10 lbs.									
POLY FURNITURE COVERS											
MATTRESS COVER											
BUBBLE WRAP	pw foot	12 in. x 12 in.									
TAPE		50 yards PVC									
BLANKETS • for rent only											
OTHER											
OTHER											
			MATERIAL COSTS	$		PACKING COSTS	$		UNPACKING COSTS	$	

PLEASE READ CAREFULLY:
THIS CONTRACT FOR SERVICE IS REQUIRED BY COAST TO COAST EXPRESS MOVING & STORAGE CO., INC. AND MUST INCLUDE THE TERMS AND COSTS ASSOCIATED WITH YOUR MOVE. IN ORDER FOR THE CONTRACT FOR SERVICE TO BE ACCURATE YOU MUST DISCLOSE ALL INFORMATION RELEVANT TO THE MOVE TO THE MOVER.

PLEASE READ CAREFULLY:
THE TOTAL CHARGES OF THIS CONTRACT WILL NOT EXCEED THE WRITTEN ESTIMATED COSTS. WOULD SHIPPER REQUIRE ADDITIONAL ACCESSORIAL SERVICES AND/OR ANY EXTRA ITEMS TO BE SHIPPED WITH THE ORIGINALLY SPECIFIED ITEMS STATED ON THE WRITTEN ESTIMATE COAST TO COAST EXPRESS MOVING & STORAGE CO., INC. WILL OPEN A NEW CONTRACT FOR THESE ADDITIONAL ITEMS.

By *signing* this document, I, the customer of COAST TO COAST EXPRESS MOVING & STORAGE CO., INC. (hereinafter referred to as "mover") hereby acknowledge that I have read BOTH sides of this Agreement and do understand and agree to be bound by the terms and conditions of this agreement.

SIGNATURE X Michelle Rogg

Justification to exceed up to 10%: _____

TRANSPORTATION SERVICES					CHARGES
Pick up Charge					
Labor	Men	Hours	$	per hr	
Travel Time		Hours	$	per hr	
Packing/Wrapping Material Charges					
Warehouse Handling					
Line Haul 215				$	815.-
Weight				$	
Extra Labor	Men		$	per hr	
Piano Handling:			Lower or Hoist		
Destination Elevator Charge			$per floor		
Destination Stair Charge			$per 8 Stairs		
Destination Long Carry			$per 75 ft.		
Extra Stop					
Other Charges / Discounts					
Sub Total					815.00
Deposit Paid			Cash / Card (circle one)		800.00
BALANCE DUE			Cash / Card (circle one)		15.00

The final settlement of this amount must be made in
☐ *Cash, Cashier's Check, Money Order, Traveler's Check*
or Bank Certified Check
☐ *Valid credit card*
Payment in full of all charges is required before delivery.

In case of dispute, any form of payment 25% of total bill will charged additional to original charge.

DELIVERY ACKNOWLEDGMENT

The customer hereby acknowledges that he/she has inspected the truck to be empty of his/her belongings and the shipment was received in apparently good condition except as is herein above noted.

Furthermore, the customer hereby acknowledges that all the services that were ordered have been performed by Coast to Coast Express Moving & Storage Co., Inc. and have been fully satisfied.

X _____ Date _____ Time _____

After signing here the Customer has 60 days to file in writing a claim against Coast to Coast Express Moving & Storage Co., Inc. A failure to file a written claim in above manner will result in releasing Coast to Coast Express Moving & Storage Co., Inc. form any and all liability.

WHITE COPY - ORIGINAL-NOT NEGOTIABLE YELLOW COPY - SHIPPER COPY PINK COPY - RECORD

TERMS AND CONDITIONS

SECTION 1.

Liability of the Company: (a) The Company is not responsible for injury or damage to any fragile articles (articles suscsptibb to breakage or crushing), unless such fragile articles an both packed and unpacked by its employees and subject to the further conditions that such packing. unpacking or other handling is performed in a negligent manner by the company.

The company will not carry and/or be liable in any way for the bss or damage to currency, precious stones, documents, stamps. securities. species. silverware. jewelry, or any article of extraordinary value unless such article of value was agreed to n writing, and unbss additional valuation charges are assumed by the customer. as indicated thereon.

The company shall not be charged with knowledge or the contents of containers or the condition thereof.

The company shall be immediately notified of all claims for concealed and/or external damage in original package.

The Company shall reimburse the customer in case of loss/missing Items with the amount of $ .60 per pound per article. A constructive weight based upon seven (7) pounds per cubic foot will be used in addition lo the foregoing.

The company shall not be liable for loss or damage occurring after the property has been delivered to or receipted for by the consignee or shipper or the authorized agent of either. When the company is directed lo unload or to deliver property (or render any services) at a place or places at which the customer or its agents is not present the property shall be at the risk of the customer after unloading or delivery.

Where the company is directed to load property from (or render any services at) a place or places at which the customer or its agent is not present the property shall be at the risk of the customer before loading.

(b) Should the customer not declare a specified value and not pay the additional valuation charge thereon then the customer hereby agrees to the company's limited responsibility as specified above in Section 1 (a) and as further set forth below in the subdivision (b).

Where the shipment has been released to the company at a value not exceeding $ .60 per pound per article as per declaration of value on the face hereof it Is agreed that sad property be moved packed shipped. forwarded, or otherwise handled with the company's liability specifically limited to $ .60 per pound per article. All of the said services specified heron in excess of the company's liability are assumed totally by the customer and said services over and above me company's liabilities are solely customer's responsibility with respect to any damage toss or delay for any reason whatsoever. The company shall be liable only for its failure to use ordinary care and then only on the basis of customers declared valuation of the goods. The burden of proving negligence or failure to use ordinary care required by law shall be on the customer. The company will not be responsible with the respect to damage loss or delay caused by acts of God or the public enemy war insurrection strikes labor trouble, riots, fire. earthquake, nature of the property or defects or inherent vice therein deterioration by time, moths, termites or other insects, vermin, rodents, wear and tear. leakage. fire or any cause beyond the company's control or any other cause unless such damage results from the company's failure to exercise the degree of reasonable care required by law of a reasonabb prudent person.

The company is not responsible for the mechanical or electrical function or any article such as. but not limited to piano, radio. television set. barometer, refrigerator, phonograph. clock, air conditioner or other instrument or appliance whether or not such articles are packed or unpacked by the company.

(c) Where the shipment has been released to the company at a value in excess of $ .60 per pound per article as per declaration of value on the face hereof and in consideration of the additional charge for such valuation scheduled thereon it is agreed that the company will be responsible for all loss and damage to customer's property except as otherwise provided in Section 1 (a) above and except further that the company will not be liable for toss or damage caused by ordinary wear and tear, mildew, termites, vermin and other insects. rust, fumigations, ● bWB#Wic conditions, natural deterioration, inherent vice or defect of the property or for loss or damage or delay contributed to or caused by the act or omissions of the customer or by acts of war or nuclear fission or strikes, labor disturbances, riots or by acts of God in the event of loss or damage for which the company has assumed liability as herein provided the company will pay customer for actual cash value of the property at the time of loss or damage or the costs to repair the property or to replace it with material of the like kind or quality whichever is less and provided however that in no event shall the company's liability for all loss and damage to customer's property exceed 51.25 times the actual weight (ii pounds) of the shipment.

Sec. 2 Services To Tendered **Goods:** The services undertaken lo be performed by the Company are limited to packing incidental moving and shipping and the Company does not accept responsibility in respect to additional attention or service. Should the Company however in its sob discretion determine that moth treating fumigation or otherwise treating or handling all or any portion of the goods stored hereunder is necessary for the protection of the goods it may render such additional services and ad its charges therefore to the amount payable by the customer--.

Sec. 3 Time for Filing Claims: The Company shall not be liable for the loss or destruction of or damage to the goods tendered hereunder or any part thereof unless claim is made in writing supported by a paid delivery bill and filed with the Company within forty-eight (48) hours after the date the goods are delivered or demand thereof is refused. Shipper may communicate with the Company at 718-445-5344. All calls on Shipper expenses.

Sec. 4 Delivery / Pickups: If the Company provides notice of the arrival of the property at the destination (which may be anytime during day or night) to which they have been instructed to deliver, and no party is available to receive said movabbs (it is the responsibility of the shipper or the recipient of the movables to be present at the destination at the time notified that the truck will be at the destination), mover may keep the movables in a vehicle, warehouse, or place of business of the mover, subject to all the lawful charges; or at the option of the mover, the property may be removed and stored in a warehouse at the point of delivery or at other available points. The goods will be held without liability on the part of mover and the goods will be subject to a lien for all transportation and other lawful charges. including a reasonable charge for storage. transportation to the place of storage and back to the place of deliver, loading, and unloading, and an hourly rate of $180.00 per hour shall be charged for all time spent waiting, transporting, badhg and unloading. Notice of the placing of the goods in one of the above elected places shall be left at the address give or delivery and mailed to any other address given on the bill of lading for notification, showing the place in which said property has been placed, subject to the provisions of this paragraph.

Sec. 5(a) Where the company is directed to take property from a place or places at which the shipper or his agent is not present, the property shalt be at the risk of the owner, before loading, during transit and upon deliver.

(b) If the Company is directed to unload or delivery property at a place or places at which the shipper or its agent is not present. the property shall be at the risk of the owner, after unloading or delivery.

Sec. 6 Explosives or dangerous goods will not be accepted for shipments. The shipper shall be liable for and will indemnify the company against any and all loss or damage, fines, government penalties, and the costs of defending any and all such claims, caused by such goods or the transportation thereof, and the Mover will not be responsible for the safe delivery of said shipment.

Sec. 7 Any alteration, addition or erasure in this proposal for service and bill of lading, which shall be made without the special notation herein by the shipper or owner and mover, the company shall be without effect, and this proposal for service if bill of lading shaft be enforceable according to the letter of this agreement and me laws of the State of New York. Venue for any action to enforce the agreement or seek damages from mover shall be n Brooklyn, New York. Signature by on spouse shall be deemed to be execution on behalf of both spouses where the shipment wolves household goods

COAST TO COAST EXPRESS
MOVING & STORAGE CO., INC.

199 10th Street . Brooklyn, New York 11251
(718) 445-5344 • Fax (800) 282-4007
I.C.C.MC.283030 D.O.T. 581366

TIME RECORD
LOADING DATE: 8 30 97
Start 3:55 AM (N)
Finish 4:00 AM (M)

LONG DISTANCE CONTRACT FOR SERVICE

ORIGIN	DESTINATION
NAME Michelle Riggs	NAME MICHELLE RIGGS.
ADDRESS 91 Brook Rd #-3	ADDRESS 11625. OLYMPIC BLVD (Public Storage)
CITY Quincy MA	CITY WEST LA Los Angeles CA
PHONE 617-1479 5721	PHONE (310) 207 8635 (8/9/97)
AUTHORIZED AGENT	AUTHORIZED AGENT

❑ C.O.D. ❑ BILL ❑ PREPAID	PACKING DATE	PICKUP DATE(S) 5/28/97.	DELIVERY DATE	VAN NO.	DRIVER

INSURANCE • FREE OF CHARGE

DECLARATION OF VALUE: The Customer hereby declares the value of all goods, including the contents of containers received of transported, or later received and/or transported for the Customer, as set forth below. Such value to be agreed value for the all purpose whatsoever:.'

EITHER A or B

A I hereby declare the value of the goods tendered to the Company to be $ .60 per pound per article, and agree to the Company's limited liability as set forth in Section 1, Subdivision (A) & (8) on the reverse side hereof.

Signature X Michelle Riggs

B. I hereby declare the value of the goods deposited with the Company to be $_____ and agree in the alternative to ths limitation of the Company's liability as set forth in Section 1, Subdivision (A) & (C) on the reverse side hereof and agree to pay the additional valuation charge of $_____ per hundred dollars of valuation, the value herein declared shall not be less than $_____ for each pound of weight in the shipment. If the value specified is less, then the value and the charge thereof shall be increased to meet the minimum requirement of $_____ times the weight of the shipment in pounds. If not weighted, a constructive weight, based upon seven pounds per cubic foot, will be used in addition to the foregoing. If the shipment contains any article, the value of which is in excess of $_____, such item(s) and its (their) value(s) must be listed immediately below, and such declaration will be in addition to the above declared value.

Signature _____

Total Declared Value of All Articles: $ _____

COST OF PACKING MATERIALS AND PACKING AND UNPACKING SERVICES			PACKING MATERIALS NO	Per Each	TOTAL	PACKING NO	Per Each	TOTAL	UNPACKING NO.	Per Each	TOTAL
BOOK	box	1.5 cubic feet									
MISC.	box	3.1 cubic feet									
LINEN	box	4.5 cubic feet									
DISHPACK	box	5.25 cubic feet									
GENERAL	box	6.1 cubic feet									
WARDROBE	box										
PICTURE	box	per section									
FURNITURE	pads										
WRAPPING PAPER		10 lbs.									
POLY FURNITURE COVERS											
MATTRESS COVER											
BUBBLE WRAP	per foot	12 in. x 12 in.									
TAPE		50 yards pvc									
BLANKETS - for rent only											
OTHER											
OTHER											
			MATERIAL COSTS	$		PACKING COSTS	$		UNPACKING COSTS	$	

PLEASE READ CAREFULLY:
THIS CONTRACT FOR SERVICE IS REQUIRED BY COAST TO COAST EXPRESS MOVING & STORAGE CO., INC. AND MUST INCLUDE THE TERMS AND COSTS ASSOCIATED WITH YOUR MOVE. IN ORDER FOR THE CONTRACT FOR SERVICE TO BE ACCURATE YOU MUST DISCLOSE ALL INFORMATION RELEVANT TO THE MOVE TO THE MOVER.

PLEASE READ CAREFULLY:
THE TOTAL CHARGES OF THIS CONTRACT WILL NOT EXCEED THE WRITTEN ESTIMATED COSTS. SHOULD SHIPPER REQUIRE ADDITIONAL ACCESSORIAL SERVICES AND/OR ANY EXTRA ITEMS TO BE SHIPPED WITH THE ORIGINALLY SPECIFIED ITEMS STATED ON THE WRITTEN ESTIMATE COAST TO COAST EXPRESS MOVING & STORAGE CO.,, INC. WILL OPEN A NEW CONTRACT FOR THESE ADDITIONAL ITEMS.

TRANSPORTATION SERVICES		CHARGES
Pick up Charge		
Labor	Men Hours $ per hr	
Travel Time	Hours $ per hr	
Packing/Wrapping Material Charges		
Warehouse Handling		
Line Haul 215	3.79 $	815.-
Weight	$	
Extra Labor	Men $ per hr	
Piano Handling:	Lower or Hoist	
Destination Elevator Charge	$per floor	
Destination Stair Charge	$per 8 Stairs	
Destination Long Carry	$per 75 ft	

By signing this document I the customer of COAST TO COAST EXPRESS

places at which the customer or its agents is not present the property snarl be at the risk of the customer after unloading or delivery.

Where ma company is directed to bad property from (or render any services at) a place or places at which the customer or its agent is not present the property shall be at the risk of the customer before loading.

(b) Should the customer not declare a specified value and not pay the additional valuation charge thereon then the customer hereby agrees to the company's limited responsibility as specified above in Section 1 (a) and as further set forth below in the subdivision (b).

Where the shipment has been released to the company at a value not exceeding $ .60 per pound per article as per declaration of value on the face hereof it la agreed that said property be moved packed shipped,forwarded,orotherwise handled with the company's liability specifically limited to $ 60 per pound per article. All of the said services specified herein in excess of the company's liability are assumed totally by the customer and said services over and above the company's liabilities are solely customer's responsibility with respect to any damage loss or delay for any reason whatsoever. The company shall be liable only for its failure to use ordinary care and then only on the basis of customers declared valuation of the goods. The burden of proving negligence or failure to use ordinary care required by law shall be on the customer. The company will not be responsible with the respect to damage loss or delay caused by acts of God or the public enemy war insurrection strikes labor trouble, riots, fire, earthquake. nature of the property or defects or Inherent vice therein deterioration by time, moths. termites or other insects, vermin. rodents, wear and tear, leakage, fire or any cause beyond the company's control or any other cause unless such damage results from the company's failure td exercise the degree of reasonable care required by law of a reasonable prudent person.

The company is not responsible for the mechanical or electrical function or any article such as, but not limited lo piano, radio. television set, barometer. refrigerator. phonograph. clock, air conditioner or other instrument or appliance whether or no4 such articles are packed or unpacked by the company.

(c) Where the Shipment has been released to the company at a value in excess of $ .60 per pound per article as per declaration of vafw on the face hereof and in consideration of the additional charge for such valuation scheduled thereon it is agreed mat the company will be responsible for all loss and damage to customer's properly except as otherwise provided in Section 1 (a) above and except further mat me company will not be liable for bsa or damage caused by ordinary wear and tear, mildew, termites. vermin and other insects, rust. fumigations, atmospheric conditions. natural deterioration, inherent vice or defect of the property or for loss or damage or delay contributed to or caused by the act or omissions of the customer or by acts of war or nuclear fission or strikes, labor disturbances, riots or by acts of God in the event of baa or damage for which the company has assumed liability as herein provided the company will pay customer for actual cash value of the property at the time of loss or damage or me coats to repair the property or to replace it with material of the like kind or quality whichever is less and provided however that in no event shall the company's liability for all loss and damage to customer's property exceed $1.25 times the actual weight (in pounds) of the shipment.

Sec. 2 Services To Tendered Goods: The services undertaken to be performed by the Company are limited lo packing incidental moving and shipping and the Company does not accept responsibility in respect to additional attention or service. Should the Company however in its sok discretion determine that moth treating fumigation or otherwise treating or handling all or any portion of the goods stored hereunder is necessary for the protection of the goods it may render such additional services and ad its charges therefore to the amount payable by me Customer hereunder.

Sec. 3 Time for Filing Claims: The Company shall not be liable for the loss or destruction of or damage to the goods tendered hereunder or any part thereof unbss claim is made in writing supported by a 'paid delivery bill and filed with me Company within forty-eight (48) hours after the date the goods are delivered or demand thereof is refused. Shipper may communicate with the Company at 7184456344. Al calls on Shipper expenses.

Sec. 4 Delivery / Pickupe: If the Company provides notice of the arrival of the property at the destination (which may be anytime during day or night) to which they have been instructed to deliver, and no party is ● vsibbfe to receive said movables (it is the responsibility of the shipper or the recipient of the movables to be present at the destination at the time notified that the truck will be at the destination), mover may keep the movables in a vehicle, warehouse, or place of business of the mover, subject to all the lawful charges; or at the option of the mover, the property may be removed and stored in a warehouse at the point of delivery or at other available points. The goods will be held without liability on the part of mover and me goods will be subject to a lien for all transportation and other lawful charges. including a reasonable charge for storage. transportation to the place of storage and back to the place of deliver, loading, and unloading, and an hourly rat8 of $180.00 per hour shall be charged for all time spent waiting, transporting, loading and unloading. Notice of the placing of the goods in on8 of the above elected places shall be left at me address give or delivery and mailed to any other address given on me bill of lading for notification, showing the place in which said property has been placed, subject to the provisions of this paragraph.

Sec. 5(a) Where the Company is directed to take property from a place or placer at which me shipper or his agent is not present, the property shall be at the risk of the owner, before loading, during transit and upon deliver.

(b) If the Company is directed to unload or delivery property at a place or places at which the shipper or its agent is not present, me property shall be at the risk of the owner, after unloading or delivery.

Sec. 6 Explosives or dangerous goods will not be accepted for shipments. The shipper shall be liable for and will indemnify the company against any and all loss or damage, fines, government penalties, and the costs of defending any and all such claims, caused by such goods or the transportation thereof, and the Mover will not be responsible for the safe delivery of said shipment.

Sec. 7 Any alteration, addition or erasure in this proposal for service and bill of lading, which shall be made without the special notation herein by the shipper or owner and mover, the company shall be without effect, and this proposal for service if bill of lading shall be enforceable according to the letter of this agreement and the laws of the State of New York. Venue for any action to enforce the agreement or seek damages from mover shall be in Brooklyn, New York. Signature by on spouse shall be deemed to be execution on behalf of both spouses where the shipment involves household goods.

Sec. 8a Shipper guarantees that the Mover shall have access to the place of destination upon arrival. The goods being moved may be moved in tractor trailer trucks which will require roads of sufficient width and turning radius to allow ingress and egress of the truck. Should the truck be unable to gain access to the specified destination, then delivery shall be complete to the closes point of access to the destination and it shall be the responsibility of the shipper, owner, or recipient to transport said good from the point of access to the point of destination at the expense of the shipper.

Sec. 8b Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

Should you elect to take the $ .60 per pound insurance valued declared totally damaged/missing your goods will be salvaged by the Company.

Sec. 9 CHARGES MUST BE PAID IN FULL PRIOR TO COMPLETE DELIVERY. UNLESS PAID IN FULL, SHIPMENT WILL GO INTO LOCAL STORAGE AND THERE WILL BE CHARGES FOR HANDLING INTO WAREHOUSE, PAPER & PADDING GOOOS INTO THE WAREHOUSE. FUMIGATION AND MONTHLY STORAGE CHARGES, PLUS HANDLING CHARGES OUT OF THE WAREHOUSE AND A RE-DELIVERY CHARGE.

Sec. 10 In case shipper requires additional accessorial services and/or any extra items to be shipped with originally specified item stated on the written estimate, the charge per cubic foot will be between $4.25 - $5.75 per cubic foot. All other packing materials, packing, unpacking and other ● [illegible] will charge accordingly to company tariff.

R TV
RIER PACKED
CKED BY OWNER
RIER DISASSEMBLED

PE-PROFESSIONAL
PP-PROFESSIONAL PAPERS

CH-CHIPPED
CU-CONTENTS & CONDITION UNKNOWN
L-LOOSE
RU-RUSTED
Z-CRACKED

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

HSE. R. REF	ARTICLES	CONDITION AT ORIGIN	DELIVERY AT RESIDENCE CHECK ✓		EXCEPTIONS (IF ANY) AT DESTINATION
INV	BOX	PBO Cu.			
INV					
INV					
INV					
INV					
INV					
INV					
INV					
INV					
INV	BOX	PBO Cu.			
INV					
INV					
3					
3					
3					
3					
3					
3					
3					
3	BOX	PBO Cu.			
3					
3					
3					
3					
3					
3	25				
8	GARBAGE BIN PLASTIC				
7 3.5	PL BIN				
8	GARBAGE BIN PLASTIC	PBO Cu.			
9 INV	TABLE B				
0 INV	~~BRIEFCASE~~ B				
1 INV	CHAIR B				
2 INV	CHAIR B				
3 INV	CHAIR B				
4 INV	CHAIR B				
5 INV	SOFA LOVESEAT RB				
6 INV	TV BOX				
7 INV	END TABLE B				
8 INV	FILE CABINET B				
9 INV	BED FRAMES.				
0 INV	BED FRAMES.				

REMARKS/EXCEPTIONS

IMPORTANT NOTICE TO SHIPPERS

THIS IS AN INVENTORY AND DESCRIPTION OF THIS SHIPMENT AT ORIGIN AND DESTINATION. ALL CLAIMS FOR MISSING ITEMS AND EXTERIOR DAMAGE ARE TO BE SUPPORTED BY EXCEPTIONS NOTED ABOVE.

"WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO _____ INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED."

WARNING [redacted]

BEFORE SIGNING — CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

AT ORIGIN	CONTRACTOR, CARRIER OR REPRESENTATIVE (DRIVER) (SIGNATURE)	DATE TIME	AT DESTINATION	CONTRACTOR, CARRIER OR REPRESENTATIVE (DRIVER) (SIGNATURE)	DATE TIME
	OWNER OR AUTHORIZED AGENT (SIGNATURE)	DATE TIME		OWNER OR AUTHORIZED AGENT (SIGNATURE)	DATE TIME

CDS 1190

2

TAG LOT NO. [illegible] TAG COLOR RED NOS. 89 THRU 127 — 2 OF 2

AGENT [illegible]

CARRIER'S REFERENCE NO.

MICHELLE RIGGS.
OWNER'S GRADE OR RATING AND NAME

CONTRACT OR G.B.L. NO.

91 BROOK ROAD QUINCY MASS.
ORIGIN LOADING ADDRESS — CITY — STATE

GOV'T SERVICE ORDER NO.

LOS ANGELES.
DESTINATION

VAN NUMBER

DESCRIPTIVE SYMBOLS
B/W-BLACK & WHITE TV
C-COLOR TV
CP-CARRIER PACKED
PBO-PACKED BY OWNER
CD-CARRIER DISASSEMBLED
DBO-DISASSEMBLED BY OWNER
PB-PROFESSIONAL BOOKS
PE-PROFESSIONAL EQUIPMENT
PP-PROFESSIONAL PAPERS

EXCEPTION SYMBOLS
BE-BENT
BR-BROKEN
BU-BURNED
CH-CHIPPED
CU-CONTENTS & CONDITION UNKNOWN
D-DENTED
F-FADED
G-GOUGED
L-LOOSE
M-MARRED
MI-MILDEW
MO-MOTHEATEN
R-RUBBED
RU-RUSTED
SC-SCRATCHED
SH-SHORT
SO-SOILED
T-TORN
W-BADLY WORN
Z-CRACKED

LOCATION SYMBOLS
1. Arm
2. Bottom
3. Corner
4. Front
5. Left
6. Legs
7. Rear
8. Right
9. Side
10. Top
11. Veneer
12. Edge
13. Center
14. Inside

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	WHSE. CR. REF.	ARTICLES	CONDITION AT ORIGIN	DELIVERY AT RESIDENCE CHECK ✓	EXCEPTIONS (IF ANY) AT DESTINATION
12 1	INV	BOX SPRING			
2	INV	MATTRESS			
3	6	~~GARBAGE~~ BIN PLASTIC	PBO Cn.		
4	6	GARBAGE BIN PLASTIC	PBO Cn.		
5	1.5	BOX	PBO Cn.		
6	3	PLASTIC BIN	PBO Cn.		
7	INV	DRESSER BB			
8	INV	END TABLE B			
9		~~PLASTIC BAG~~ (1)	PBO Cn.		
13 0					
1					
2					
3					
4			LOVED	Barrolls - other 3	
5				#4	
6			2		2
7					
8					
9					
0					
1					
2					
3					
4					
5					
6					
7					
8					
9					
0					
1					
2					
3					
4					
5					
6					
7					
8					
9					
0					

REMARKS/EXCEPTIONS

IMPORTANT NOTICE TO SHIPPERS

(2)

OWNER'S GRADE OR RATING AND NAME	CONTRACT OR GBL NO.
[illegible]	

ORIGIN LOADING ADDRESS	CITY	STATE	GOVT. SERVICE ORDER NO.
	LOS ANGELES		

DESTINATION	VAN NUMBER

DESCRIPTIVE SYMBOLS

BW-BLACK & WHITE TV
C-COLOR TV
CP-CARRIER PACKED
PBO-PACKED BY OWNER
CD-CARRIER DISASSEMBLED
DBO-DISASSEMBLED BY OWNER
PB-PROFESSIONAL BOOKS
PE-PROFESSIONAL EQUIPMENT
PP-PROFESSIONAL PAPERS

EXCEPTION SYMBOLS

BE-BENT
BR-BROKEN
BU-BURNED
CH-CHIPPED
CU-CONTENTS & CONDITION UNKNOWN
D-DENTED
F-FADED
G-GOUGED
L-LOOSE
M-MARRED
MI-MILDEW
MO-MOTHEATEN
R-RUBBED
RU-RUSTED
SC-SCRATCHED
SH-SHORT
SO-SOILED
T-TORN
W-BADLY WORN
Z-CRACKED

LOCATION SYMBOLS

1. Arm
2. Bottom
3. Corner
4. Front
5. Left
6. Legs
7. Rear
8. Right
9. Side
10. Top
11. Veneer
12. Edge
13. Cushion
14. Inside

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	WHSE. CR. REF.	ARTICLES	CONDITION AT ORIGIN	DELIVERY AT RESIDENCE CHECK	EXCEPTIONS (IF ANY) AT DESTINATION
1				Crushed	
2				Crushed	
3				Crushed	
4				Crushed	
5				Crushed	
6					
7	INV				
8	INV				
9	INV				
10	INV				
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25				Crushed	
26	60	CARTAGE FEE / BATTERY			
27					
28	60	CARTAGE FEE / BATTERY			
29	INV			Legs + top loose & cracked	
30	INV	TABLE		Crushed - ruined	
31	INV	CHAIR		OK	
32	INV	CHAIR		OK	
33	INV	CHAIR		OK	
34	INV	CHAIR		Left arm loose	
35	INV	LOVE SEAT	Missing one leg	Left arm loose ruined	
36	INV			Crushed	
37	INV	END TABLE		Crushed	
38					
39	INV	END PLANTER		Missing	
40	INV	END PLANTER		Missing	

REMARKS/EXCEPTIONS

IMPORTANT NOTICE TO SHIPPERS

THIS IS AN INVENTORY AND DESCRIPTION OF THIS SHIPMENT AT ORIGIN AND DESTINATION. ALL CLAIMS FOR MISSING ITEMS AND E ERIOR DAMAGE ARE TO BE SUPPORTED BY EXCEPTIONS NOTED ABOVE.

WE HAVE CHECKED ALL THIS ITEMS LISTED AND NUMBERED 1 TO_____ INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED A THE STATE OF THE GOODS RECEIVED"

TAG LOT NO. [illegible]
TAG COLOR [illegible] NOS. [illegible] TRUCK 179
AGENT [illegible]

MICHELLE RIGGS.
OWNER'S GRADE OR RATING AND NAME

CARRIER'S REFERENCE NO.

91 BROOK ROAD QUINCY MASS.
ORIGIN LOADING ADDRESS — CITY — STATE

CONTRACT OR GBL NO.

DESTINATION LOS ANGELES.

GOV'T SERVICE ORDER NO. (1)

VAN NUMBER

DESCRIPTIVE SYMBOLS
BW-BLACK & WHITE TV
C-COLOR TV
CP-CARRIER PACKED
PBO-PACKED BY OWNER
CD-CARRIER DISASSEMBLED
DBO-DISASSEMBLED BY OWNER
PB-PROFESSIONAL BOOKS
PE-PROFESSIONAL EQUIPMENT
PP-PROFESSIONAL PAPERS

EXCEPTION SYMBOLS
BE-BENT
BR-BROKEN
BU-BURNED
CH-CHIPPED
CU-CONTENTS & CONDITION UNKNOWN
D-DENTED
F-FADED
G-GOUGED
L-LOOSE
M-MARRED
MI-MILDEW
MO-MOTHEATEN
R-RUBBED
RU-RUSTED
SC-SCRATCHED
SH-SHORT
SO-SOILED
T-TORN
W-BADLY WORN
Z-CRACKED

LOCATION SYMBOLS
1. Arm
2. Bottom
3. Corner
4. Front
5. Left
6. Legs
7. Rear
8. Right
9. Side
10. Top
11. Veneer
12. Edge
13. Center
14. Inside

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	WHSE. CR. REF.	ARTICLES	CONDITION AT ORIGIN	DELIVERY AT RESIDENCE CHECK	EXCEPTIONS (IF ANY) AT DESTINATION
1	[illegible]	[illegible]		Dirty	
2	[illegible]	MATTRESS		Dirty	
3	[illegible]	[illegible]		Crushed	
4	[illegible]	[illegible]	[illegible]	missing wheels	
5		[illegible]	[illegible]	Crushed	
6		[illegible]	[illegible]		
7	[illegible]	[illegible]	[illegible]		
8	[illegible]	[illegible]		Crack on top & back - mildew - water	
9		~~[illegible]~~ (2)	[illegible]	legs + top loose - cracked	
0				legs are cracked	
1					
2					
3					
4					
5					
6					
7					
8					
9					
0					
1					
2					
3					
4					
5					
6					
7					
8					
9					

REMARKS/EXCEPTIONS

THE COMMUNITY PLASTIC
COVERING UPHOLSTERY CO.
3122 W LORENCE AVE,
LA CA 90 13 (213) 752-9108

INVOICE

INVOICE NO.
267198

SOLD TO	SHIPPED TO
Ms Michell Rigg	
STREET & NO. 1342 Wesley # 201	STREET & NO.
CITY Santa monica STATE ZIP	CITY STATE ZIP

CUSTOMER'S ORDER	SALESMAN	TERMS	F.O.B.	DATE
	A. Carr	COD 170.00		9-20-97

1	Lone Seat 2-C Resp. Patt. Ida		
	Color Cream		
	New Foam Rubber		
	Refinish wood Sam color		315
		tax	25
		total	340
		Less Down	170
		Bal. COD	170

Consumer Affairs Division
115 S Andrews Ave
Annex, Room A460
Fort Lauderdale, FL 33301

Oct 7, 1997

To whom it may concern,

I am writing this letter of complaint against **Coast to Coast Express, Inc.** at 25 16 South West 30th Avenue, Hallandale FL 33009. Phone number 954-454-3333. I originally spoke with William Austin in the beginning of May to set up arrangements to have my car and furniture shipped across country from Quincy, MA to Los Angeles, CA. The arrangement was made to have both my car and furniture picked up on May 30th, my car delivered on June 9th and furniture on June 10th. My furniture was fmally delivered on July 9th; most of my things were ruined. My claim was received on July 21st. After several attempts, I fmally got a call from the woman who handles the claims on Aug 4th. By Sept 9th, I still have not received or heard from them, I have left several messages. It is now Oct 7th and I still have not received an update, just the run around. This is the worst company to deal with; they should not be in business. I realize this is a long letter but it explains the type of people and the hassles I have had to endure dealing with this company. Enclosed are copies of contracts, letters and receipts.

June 9, 1997
I called Coast to Coast because I had not heard from them. They told me my car would be delivered on June 1 lth or 12th. My car arrived in CA on Thursday (12th) but was not delivered; I had to pick it up in Burbank, CA. I was informed on the 12th that my furniture would be delivered on Mon. (16th) or Tues. (17th). On Monday when I called them, I was told my furniture would not be delivered until Thursday (19th) or Friday (20th), that I would receive a phone call.

June 18, 1997
I called Coast to Coast again because I had not received a phone call from them. I spoke with Ronnie McGee (the dispatcher) and he was unable to give my any information. He told me the computer was blocked and couldn't tell me anything. I told him I would like a call first thing in the morning no later than 11:00 am his time letting my know the status of my furniture. He told me no problem he would call me.

June 19, 1997
8: 12 am PAC. time once again I had to call Coast to Coast because they didn't call me. I spoke with David Liddkin because Ronnie was not in yet and wouldn't be in until after 12:O0. I wanted to know why I was not told this when I spoke to him yesterday. First David told me my things would be delivered on the 26th PM or 27th AM. My things

were on trailer number 53. He was not able to tell me when it left NY. I explained the situation to David, I was very upset and demanded answers. Once again I had to give them my phone number. I asked David who was in charge, he told me Ronnie was. Ronnie had told me in a previous conversation the he was only the dispatcher. I then asked who the president of the company was and he told me it was Joseph Serther. When I asked to speak to him, I was told he was on his honeymoon until August. At this point I really felt I was getting the run around and said that to David, that is when he told me he would look into this and call me back even if I didn't like what he had to tell me.
9:00 am I received a call from David who told me to call Casey King at 800- 926-8244 and tell him I was a customer of Coast to Coast. I then asked who this person was; David told me this was the big guy. I called Casey who explained to me that he was an independent adjustment agent for Coast to Coast's insurance Co. and that the trailer my things were on was stolen from Coast to Coast's lot on June 15th.
11: 10 am once I was able to calm down enough to talk with out getting upset, I called Coast to Coast again to speak with Ronnie McGee, who was not in. I spoke with David. I told him I wanted to know what happened to my things from the day it was picked up on May 30th, What it was doing in Florida on the 15th when I was told it would be delivered on the 10th in California and that I wanted a check cut today for my deposit of $800 and sent to me ASAP. He said he would have Ronnie call me.
1:00 p.m. I called coast to coast and asked for Ronnie. David picked up the phone but I thought it was Ronnie. I asked him how he was doing. He said, "fine, How are you?" I said "not very good considering." He said, "considering what." I said, "considering all my things were stolen." He said, "he had good news for me that my things were not on the trailer that was stolen. That my things were on trailer number 48 that went to GA and is on it's way to CA. I should get my things on June 26th or 27th." I was floored that they knew this information and did not bother to call me to let me know. I had gone through so much grief over what I thought was lost. I told David that I expected compensation for this. He told me that he could not authorize that, only Ronnie could. I told him I wanted to know what state my things were in and that I would be calling on a daily basis to get an update on what state my things were in. David told me that he would not answer that and by law they only had to let me know 48 hours in advance when my things would be delivered. I told him not to give me that by law crap, he then told me I was bothering him and hung up on me.

At this point I was extremely irate so I thought I would give it a day or two before I called them again.

June 24, 1997
8:25 am pac. time I called Coast to Coast and asked for Ronnie, who was not in. The woman told me I needed to speak with David. I told her I did not want to deal with him because he hung up on me the other day. She said there was no one else there who could help me. When David picked up the phone I told him I wanted to confirm the delivery of my furniture on Thursday. He told me that was correct and they would be calling me. I wanted to confirm the delivery address. I was put on hold for 6 minutes, he came back saying that my folder was in the trailer. I gave him the delivery address. I also had to

give him my day and evening phone numbers again. I told him that they would have to deliver my things after 4 p.m. He told me I should hear from them tomorrow. I said if I didn't receive a call by noon eastern time I would call them. At this point I contacted an acquaintance that is a lawyer and explained the situation.

June 25, 1997

12:57 pac time I hadn't heard from Coast to Coast, so I called them. I was put on hold for 5 minutes and finally spoke with David who told me that my lawyer called and just got off the phone with the boss. I said that was fine but I wanted to know when my furniture was being delivered. He refused to give me this information, he told me that they gave the information to my lawyer and was not going to deal with 2 people. Per my lawyer, they told him that my things left Florida last night (6-24) and will be delivered no later than Wednesday July 2nd. My lawyer said that they were extremely rude and uncooperative. He felt that I may never receive my things. He was told by whomever he spoke with at Coast to Coast, that they have been storing my things waiting for a large enough load to send to CA. They seem to be giving both of us the run around. **They have been lying to me all along. How can they tell me my things are being delivered on a date they know is not correct because they have been holding it waiting for a large enough shipment. I was never informed of this, I would not have used this company had they told me I would have to wait to have my things delivered. On May 23rd I called and confirmed the delivery date of June 10. I was told that was correct and there would be no problem.**

July 2, 1997

12:35 p.m. pac. time, Once again I did not receive a phone call from Coast to Coast so I called them. There was no one there who could give me any information on the delivery of my furniture. I left my name and phone number with Karen to have the dispatcher call me when he got in which was around 1:00 pac. time 4:00 their time.

2: 18 pac. time - I called them because no one returned my call to get the status of the delivery of my furniture. I was told to call after 3 :30 pac time 6:30 eastern time and speak to Ronnie that there was no one there at that time.

July 3, 1997

7:27 am pac time - I called and spoke with David who told me my furniture will be delivered tom (Friday) between 2-4 p.m. that I should receive a call sometime today. I confirmed both my home and work phone numbers.

1:48 p.m. pac time - I called and spoke with David again who told me he just got off the phone with the driver and I should be receiving a call in about an hour. I confirmed the balance due of $620, He told me I would need a Bank Certified check, not a cashiers check. I explained to him that the contract states a cashier check or money order, He said I am telling you a bank certified check. I asked him if the contract was incorrect. He said I am telling you a bank certified check made out to Coast to Coast Express. He was very rude.

4:40 p.m. pac time - I called them again because I did not receive a phone call. Per Ronnie the trailer my things are on is in Oklahoma and that it will not be delivered tom. I

asked him for the trailer # he told me it was #67 and that it left Florida 6 days ago, there was a problem with the truck. **I said to him so when David told me he spoke with the driver today and that my things would be delivered tom. he lied to me. Ronnie said "He doesn't know but the trailer is in Oklahoma. I told him I would call them on Monday July 7th.** I also asked Ronnie if they move furniture from trailer to trailer, I was told no they do not. Well if that is true them they lied to me about the trailer number in the past. I have received 3 different trailer numbers from them.

July 7, I997
11:54am pac time I spoke with David who told me that truck was currently in Arizona and my things should be delivered by tomorrow. I said "you told me on Thursday my things would be delivered on Friday but it wasn't. He said " the driver was in Arizona on Friday but did not continue. I said " when I talked to Ronnie on Thursday, he told me the truck was in Oklahoma. He said "That's right." I said "you just told me it was in Arizona.". He said "No the truck was in Colorado then Arizona and will be delivering in CA tomorrow. I should receive a phone call today or tom. morning. I told him that if I did not receive a call they would be hearing from me. **Either they have no idea where the truck is or they are lying to me again.**

July 8, 1997
3:09 p.m. pac time Once again no phone call from Coast to Coast. I called them and was. told by a woman that there was no one there who could help me. The dispatcher is gone. I asked to speak with David, she told me he was not there. I asked to speak to Ronnie, she told me he would be in at 7:00 their time (4:00 pac time). She told me to call back.

July 9, 1997
7:58 am pac time I called to get an update. Per Rosette, the dispatcher (David) is not available, he is in the stock room. There is no one else who can help me. I left my name and number to have him call me.
9:22 am pac time I received a message on my voice mail from the driver from Coast to Coast. He said he was in LA and will be delivering my things this afternoon, he left me his beeper number. I could not understand his name.
10: 14 am pac time I beeped the driver.
10:22 am Assas returned my call. I gave him directions to Public Storage. He told me he would be there between 3-4 p.m..
approx. 1:20 p.m. I spoke with Assas, he called to let me know that they will be delivering my things earlier, around 2:30pm.

2:35 p.m. pac time - I met the drivers at the storage area. They would not unload my things until I gave them the bank certified check. I had to wait approx. 15 min.'s so they could move a different person's items to get to mine. Ail of my boxes were crushed. My love seat was ruined. The movers had wrapped all of my furniture in blankets, which cost me $13 each, the blankets must have gotten wet causing the off white love seat to be stained, mildewed and warped. Only 3 legs of the chair touch the ground. I had a bookcase and file cabinet that got crushed and cracked, the drawers on the file cabinet

just fell off. The top of my dresser is cracked and scratched, 2 of the legs are cracked and the outside of the bureau has mildew all over it causing damage to the wood. My bed frame could not be located, it is missing. I documented this on the inventory sheets that the driver had. I was told if I did not sign this form I would not be eligible to put in a claim to their insurance.

July lb, 1997

approx. 9:30 am pac time - I called Coast to Coast to find out what I needed to do to file a complaint. The woman on the phone(I think it was Rosette) told me I needed to speak to Karen who wouldn't be in for another hour. She said she could not help me only Karen could.

2:55 p.m. pac. time - I called Coast to Coast again Karen is not in and will not be in until tom. morning. Per the woman I spoke with she could not help me only Karen. I explained to her that I only had 48 hours to make this complaint that I needed to speak to someone. Again she said I needed to speak with Karen.

July 11, 1997

8:47 a.m. pac. time - I called and spoke with Karen about making a complaint against Coast to Coast. She told me I would need to send a certified letter with a copy of the contract, inventory list, list of damaged items with a description and pictures and a list of missing item. The address I was given by you was 25 16 South West 30th Ave, Hallandale FL 33009. I mentioned it states I need to file a complaint in writing within 48 hours, that I would not be able to get pictures within that time frame. She said that my phone call was sufficient to comply with the 48-hour limit on making a complaint. I told her I would fax over a confirmation of our phone conversation as back up. I made a type 0 in the address on my fax I put 39th Ave instead of 30th.

July 21, 1997

I sent list of destroyed and missing items (copy enclosed) to Coast to Coast via Fed Ex #5442192722, received on 7-22-97 at 10:05 am by L Ahroni.

July 29, 1997

11: 10 a.m. pac time - I called and spoke with Donna who took my name and number and told me I should be receiving a call from Shawna who handles the claims. Per Donna she was going to fax my name and number to her. She said I should receive a call in an hour or two.

July 30, 1997

9:3 1 a.m. pac time, I called to get a status on my claim and spoke with Alan, he told me I would need to call back after 5:00 p.m.eastern time and speak with Shawna. I asked to have her call me. I gave him my name and number, he asked me for my reference or job number. I told him I didn't have that information.

2:39 p.m. pac time I called and asked for Shawna. I spoke with Donna who asked for my name and number, I told her that I had left this information earlier in the day and no one got back to me. She told me Shawna didn't work at that office. I asked for Shawna's

number and was told by Donna she didn't have a number, that she faxes any requests to her. She gave me the fax number 561-361-2854. I tried several times but was unable to get through with this number.

July 31, 1997
8:57 am pac time – I called and spoke with Donna to confirm the fax number because I was not able to get through. She confirmed that I had the correct number and told me that it takes a long time for the fax to pick up. She told me to fax my request to her and she would forward it to Shawna. I asked her again to fax Shawna and ask her to call me. I faxed a letter to Donna for Shawna, copy enclosed.

August 1, 1997
9:55 am pac time – I called Coast to Coast again because I still haven't heard from anyone. I spoke with Jennifer because Donna was on the phone. I told her I was expecting a call from Shawna but had not received one, I told her I had left several messages. She told me Donna did fax the letter I sent to her to Shawna and I should receive a call. I asked her for a phone number to reach Shawna, she told me there wasn't one, I told her I found that very hard to believe. She said that Shawna was pregnant and worked at home. I asked for their insurance company. She told me she didn't know it, that I would have to get that information from Shawna. I told Jennifer that I wanted a call today, that I have left messages since Tuesday and here it is Friday and I have no more information than I did on Tuesday. She told me she would fax Shawna and ask her to call me. I told her I was getting the same run around I got regarding the delivery of my furniture.

August 4, 1997
10:43 am pac time – Shawna finally called me and told me the woman who was handling claims was fired for various reasons, one being that nothing was getting done regarding claims. She asked for my home phone number and address. She confirmed that I sent copies of the contracts, pictures, list of items and a sales receipt from Sears. I asked for her phone number, she told me I could get in touch with her through the main number. I told her I had a problem with that because I called 6 days ago and left a message for her to call me and she just returned my call. She said she just received my fax on Sat. She told me I should be receiving something in the mail in a few days, that she is starting to work on my claim. I thanked her for calling me.

August 26, 1997
9: 14 a.m. pac time - I haven't received anything or heard from Coast to Coast so I called them to get an update on my claim. I spoke with Eddie who said he couldn't help me he was there to answer the phone. He took my name and number and said he would have the manager call me when he returned.

Sept. 4, 1997
1: 16 p.m. pac time - I called because once again no one returned my call and spoke with Michelle. She told me that claims was closed at this time. I told her I was looking for an

update or status of my claim. She must be new; she wasn't sure what to do. I explained that I have already submitted a claim back in July, that I spoke with Shawna on Aug 4th and have not received or heard from anyone since. She told me she would pass this info. on to Shawna when she saw her. I asked if Shawna was still working from home and she said yes. I then asked her if she went to her house, she said no that Shawna comes into the office twice a week to pick up her messages or they fax them to her. I asked her to fax Shawna and ask her to call me ASAP, that I am very irate and want a call back. She said she would pass the message on.

Sept 9, 1997

8:40 a.m. pac. time – I called again because no one has gotten back to me. I spoke with Toni(woman) who was unable to locate my information. When I told her I spoke with Michelle last Thursday she transferred me to her. Per Michelle she passed my message on to the claims dept. I asked her for Shawna's fax number, she told me she was not allowed to give that to me. I told her I received it before, she said that she couldn't give it to me. She asked for my job number. I told her she wasn't able to locate it when I talked to her on Thursday. She took my number again and said she would pass this on. I told her I wanted a call today.

8:56 am pac time – I received a message from a Sean on my voice mail he was returning my call, he left his number.

9:29 am pac time _ I called and asked for Sean, he just left per Michelle, how convenient. I asked when he would be back and she said in about 1 hour. I asked her to have him call . me.

10: 15 am pac time - I tried sending a fax to Shawna using the number I received before (56 l-36 l-2854) but was not able to send it, there was no answer, the fax never picked up.

11:35 a.m. I called and was put on hold for 5 minutes waiting for Sean. 11:42 I called back, spoke with Sean who put me on hold looking for my file and I was disconnected. I called back again and spoke with Sean. I told him they received my claim on July 22nd at 10:05. He said I received a letter from Shawna, I told him I didn't receive anything from her that is why I have been calling. He couldn't locate my paper work but said he was going to see Shawna this afternoon and would speak with her. He took my home phone number. I asked him if I should expect a call today, he said either to&y or tomorrow morning. I asked for my job number but never got it. He asked me if I sent a fax today and I said yes. After I hung up I realized that the fax didn't go through. I asked Sean for his last name, it's Swisa. He sounds like someone I've talk to before.

Sept 12, 1997

8:39 a.m. pac time – Still haven't heard from Coast to Coast so I called and spoke with Sean. I told him I have not heard from Shawna. He said he gave her the message and that she should have called me. I asked him what was going to be done since she hasn't called. He told me he would call her and she would call me in a few minutes. I-gave him my phone number again.

Sept 17, 1997

10:56 am pac time – I had to call them again because I haven't received anything or heard from Coast to Coast. I spoke with Sean after giving him my number again and telling him we went over all of this last week. He said he would call me back before 6:00 pm his time. He did not have my folder, I asked for the job number, he said he would give it to me when he calls me back.

2:36 pm pac time – Sean did not call me so I called and per Mike he was gone for the day. I asked to speak to his supervisor. He said everyone was gone. I explained that I spoke with Sean earlier & he was suppose to call me back. He took my name & number. I told him I expect a call first thing in the morning.

2:55 pm pac time – Sean called me. He told me that Shawna sent me a letter on Sept 9th. I told him I have not received it. I asked for my job number. He gave me #2628 as my job number. After getting the run around about Shawna not having a fax, he realized I already knew she had one from a previous conversation with some one else. I asked to have Shawna fax me a copy of the letter that she sent. Sean then said that a letter was sent to me on Aug 4th. He confirmed my address but said apt #2 10 I said it was #20 1. I then told him I would rather have anything Shawna send me faxed over and gave him my fax number 3 10-784-l 135. He confirmed that I would receive a fax tom. I told him this was getting beyond ridicules. He told.me it takes 60 days for a claim. I told him they received my claim on July 22. He then went into how Karen who used to handle claims was fired and Shawna had to start from scratch. Well that is their problem no mine. I told him if I didn't receive that fax tom. I'll be calling him.

Sept 22, 1997

7:52 am pac time – I called and spoke with Sean because once again I have not heard or received anything from them. He took my fax number again and said he would fax me right now.

Oct 6, 1997

9: 14 am pac time - I still have not received anything or heard from Coast to Coast so I called and asked for Sean. He was not in. I said I was calling to get an update on my insurance claim He (Max Sorrie) asked for my name and number and told me Sean would call me in about 1 hr. I told him that I have heard that before but no one ever returns my call. He said Sean would call me. He never called.

Sincerely,

Michelle Riggs
1342 Wellesley Ave. #20 1
W Los Angeles, CA 90025

Coast to Coast Express
ATTN.: Karen
25 16 South West 30th Ave.
Hallandale, FL 33009.

Dear Karen,

Listed below are the items damaged/ruined or missing when delivered to me on July 9, 1997 from your company. Please call or write to me letting my know what happens once you receive this letter. You have my address and telephone number on file. I gave this information atleast 7 times during the month and a half you had my things. I have enclosed copies of the contract, inventory list and photo's of the damaged items.

All of the below items were wrapped in blankets by the movers that picked up the furniture

Love **Seat -** this was an antique off white love seat, approx. 28 years old. The movers wrapped the love seat in blankets which got wet, they were still damp when delivered, causing stains and mildew on the upholstery. The love seat is now warped, only 3 legs touch the ground. This is ruined.

Book Case - the book case got crushed, the top of the book case is no longer attached, the back is crushed.

File Cabinet - the file cabinet got crushed. The front of the top file cabinet drawer is no longer attached. The bottom drawer is coming apart. The back of the cabinet is all mildew because of the wet blankets.

Small Table - leg of table is cracked

Dresser - the top of the dresser is cracked on one side and missing a chunk of wood on the other side. This was covered with mildew from the wet blankets. The back of the dresser is split opened. There are cracks in 2 of the legs. One drawer has rotted and broke apart.
This dresser is 30 years old. One and a half months in your care and it is ruined. Unfortunately I washed off the mildew before I took the pictures. The whole dresser was covered and smells terrible.

Box Spring and mattress - these were wrapped in plastic by the movers. During shipment the plastic was tom and got wet causing mildew and stains on the edges of both the mattress and box spring. There is a hole/tear in the mattress and mildew on the front of it. The box spring and mattress are less than a year old. See attached copy of receipt.

Boxes - all of the boxes were crushed, some worse than others. These boxes are marked with a crush test of 32 pounds. Most of my crystal glasses are broken. There was an old

July 11, 1997

Coast to Coast Express,
ATTN: Karen

I am sending this as confirmation of our phone conversation today at 8:47 a.m. pacific time. I called and spoke to you regarding the necessary action to be taken to place a complaint against your company on the items that were damaged and missing when delivered to me. Per our conversation, you informed me that my phone call was sufficient to comply with the 48 hour limit on making a complaint. I was also informed that I would need to send a certified letter with a copy of the contract, inventory list, list of damaged items with a description and picture and a list of missing item. The address I was given by you was 2516 South West 30th Ave, Hallandale FL 33009.

Michelle Riggs

This was faxed and received on July 11th

white glass lamb that got cracked. This happened out of complete disregard of my items by your company. There was a brand new blender still in it's original box that got wet. There was water on it when I took it out of the box. When I went to use it, it is not working.

Missing Item

Bed Frame for a queen size bed. This was not delivered to me. The cost of this item was $70.00, see enclosed copy of receipt.

I was informed by the movers that I would need to wrap all my furniture in blankets or damages would not be covered by the insurance. I paid $13 each for these blankets. Most of the damage done to my furniture was done because the blankets got wet while my items were in your possession. I am not sure how this happened, were these things left out in the rain?. When I originally made arrangements with William Austin of your company to move my things, I was informed there would be no problem with having my furniture delivered on June 10th. I was never informed that my items would be stored by your company until there was a large enough load to send across country. Had I been known this, I would not have used Coast to Coast to ship my things and my furniture would not be ruined.

Michelle Riggs
1342 Wellesley Ave #20 1
W. Los Angeles, CA 90025

BROWARD COUNTY
FLORIDA

Consumer Affairs Division
115 S. Andrews Avenue, Annex. Room A460
Fort Lauderdale. FL 33301
(954) 765-5350 • FAX (954) 765-5309

October 3 1, 1997

Michelle Riggs
1342 Wellesley Avenue
Apt. 201
W. Los Angeles, California 90025

Re: File No. 97-1945
Coast To Coast Express

Dear Ms. Riggs:

Confirming our conversation of 10/3 1, upon receipt of your complaint, we contacted the vendor but have not received any response. As I explained to you, this office does not have any jurisdiction over interstate moves and also lacks jurisdiction over damage claims; we accepted your complaint and contacted the vendor in an attempt to see if we could mediate a settlement on your behalf

On 10/3 1, I attempted to contact the vendor but discovered that his phone has been disconnected; and, according to the Division of Corporations in Tallahassee, the vendor was administratively dissolved on 8/14/97. In view of these facts, we are unable to enforce any settlement on your behalf; the only recourse that you may have is through the court system.

We are closing our file and regret that we were unable to assist you.

Sincerely,

Ronald S. Goldfeder
Consumer Analyst

Enclosure
cc: Heidi Perlett, Office of the Attorney General

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS — An Equal Opportunity Employer and Provider of Services
Norman Abramowitz Scott I. Cowan Suzanne N. Gunzburger Ilene Lieberman Lori Nance Parrish Sylvia Poitier John E. Rodstrom, Jr.
World Wide Web: http://www.co.broward.fl.us/consumer

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RON

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10/31/97 CORPORATE DETAIL RECORD SCREEN 11:12
NUM: P94000074147 ST:FL INACTIVE/FL PROFIT FLD: 10/10/1994
LAST: ADMIN DISSOLUTION FOR REGISTERED AGENT FLD: 08/14/1997
FEI#: 65-0525983
NAME : COAST TO COAST EXPRESS, INC.
PRINCIPAL: 2516 SW 30TH AVENUE CHANGED: 12/16/9
ADDRESS HALLANDALE, FL 33009
MAILING : 2880 S. PARK RD. CHANGED: 04/07/9
ADDRESS PEMBROKE PARK, FL 33009 US
RA NAME :
RA ADDR : RESIGNED: 03/21/9
ANN REP : (1995) B 04/07/95 (1996) BY 04/12/96

10/31/97 OFFICER/DIRECTOR DETAIL SCREEN 11:13
CORP NUMBER: P94000074147 CORP NAME: COAST TO COAST EXPRESS, INC.
TITLE: PST NAME: SWISA, SHIMON
899 NE 124TH LN #3
MIAMI, FL 33179

----- THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT ---

BROWARD COUNTY
FLORIDA

Consumer Affairs Division
115 S. Andrews Avenue, Annex, Room A460
Fort Lauderdale, FL 33301
(954) 765-5350 • FAX (954) 765-5309

October 31, 1997

Michelle Riggs
1342 Wellesley Avenue
Apt. 201
W. Los Angeles, California 90025

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Coast To Coast Express

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ADDRESS HALLANDALE, FL 33009
MAILING : 2880 S. PARK RD. CHANGED: 04/07/95
ADDRESS PEMBROKE PARR, FL 33009 US
RA NAME :
RAADDR : RESIGNED: 03/21/97
ANN REP : (1995) B 04/07/95 (1996) BY 04/12/96

10/31/97 OFFICER/DIRECTOR DETAIL SCREEN 11:13 A

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BROWARD COUNTY

Consumer Affairs Division
115 S. Andrews Avenue, Annex, Room A460
Fort Lauderdale, FL 33301
(954) 765-5350 • FAX (954) 765-5309

Send to BSO
10/29

DATE: October 14, 1997
File No: **97-1945**

Coast to Coast Express
2516 S. W 30th Avenue
Hallandale, FL 33009

NOT our jurisdiction (BSO)

To Whom It May Concern:

We are enclosing, for your information, a **copy** of a complaint which has been filed with this Office.

This **information** is being **forwarded** to you to advise you of the wmplaint. Since all complaints are public **record** and are available to consumers in our office, it would be in your best interest to **reply** to the allegations made by the wnsumer. Your response will be an official part of this wmplaint **file**.

Thank you for your cooperation.

Sincerely,

Ronald S. Goldfeder

Ronald S. Goldfeder
Consumer Analyst

RSG/jas

ENC

cc: Michelle Riggs
1342 **Wellesley** Avenue **#201**
W. Los **Angeles,** CA 90025

cc: Hallandale Police Department
100 SW 4 Street
Hallandale, FL 33309

cc: Office of the Attorney General
Ms. Heidi **Purlett**
110 SE 6 Street, 9th Floor
Fort Lauderdale, **FL** 33301

BROWARD COUNTY
FLORIDA

Consumer Affairs Division
115 S. Andrews Avenue, Annex, Room A460
Fort Lauderdale, FL 33301
(954) 765-5350 • FAX (954) 765-5309

DATE: October 14, 1997
File No: 97-1945

Coast to Coast Express
2516 S. W 30th Avenue
Hallandale, FL 33009

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Thank you for your cooperation.

Sincerely,

Ronald S. Goldfeder
consumer Analyst

RSG/jas

ENC

cc: Michelle Riggs
1342 Wellesley Avenue #20 1
W. Los Angeles, CA 90025

cc: Hallandale Police Department
100 SW 4 Street
Hallandale, FL 33309

cc: Office of the Attorney General
Ms. Heidi Purlett
110 SE 6 Street, 9th Floor
Fort Lauderdale, FL 33301

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BROWARD COUNTY
FLORIDA

Consumer Affairs Division
115 S. Andrews Avenue, Annex. Room A460
Fort Lauderdale. FL 3330 1
(954) 765-5350 • FAX (954) 765-5309

DATE: October 14, 1997
File No: 97-1945

Coast to Coast Express
2516 S. W 30th Avenue
Hallandale, FL 33009

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Sincerely,

Ronald S. Goldfeder
Consumer Analyst

RSG/jas

ENC

cc: Michelle Riggs
1342 **Wellesley** Avenue **#201**
W. Los **Angeles,** CA 90025

cc: **Hallandale** Police Department
100 SW 4 Street
Hallandale, FL 33309

cc: **Office** of the Attorney General
Ms. Heidi Purlett
110 SE 6 Street, 9th Floor
Fort Lauderdale, FL 33301

PINELLAS COUNTY
DEPARTMENT OF CONSUMER PROTECTION
P.O. BOX 17268
CLEARWATER, FL 34622-0268
(813) 464-6200

Ref.# 9507035

COMPLAINT

YOUR NAME: Dr. Erwin P. Geiger

Address: 3577 Indigo Pond Dr.
Palm Harbor, FL 34685

Home Telephone: 813-787-4274

COMPLAINT IS AGAINST: Mid State Moving & Storage

Address: 13755 US Hwy. 19 N
Clearwater. FL 34624

Telephone:

Date of Transaction: Product/Service

STATE COMPLAINT: Attach copies of all Documents: Contract, Checks (both sides), Receipts, Bills, Estimates, and Invoices.

PLEASE SEE ATTACHED LETTER

Signature of Complainant Date

What Adjustment do you consider fair?

Dr. Erwin P. Geiger
Consultant: Economics, *Privatization* and Management
(bus):3438 East Lake Road, #14-676, *(h)* **3577 Indigo Pond Drive**
Palm Harbor, FL **34685**
Ph: **1 - (813)** 787 **4274;** *Fax:* **1 - (813) 786** 7795

July 7, 1995

Pinellas County Consumer Affairs
Consumer Affairs Appeal
Box 17268
Clcarwater, FL 34622-0268 Ph:464-6200

Dear Madam or Sir:

I contacted you a few days ago by phone to report the bad business practices of Mid State Moving and Storage, the local agent of National Van Lines, Inc. Their address is13755 US Highway 19 N, Clearwater (near the crossing with Ulmerton Rd).

At that time you advised that, in order to act, you would need a letter of complaint from me. Attached is my letter of complaint to National Van Lines, which lists all the important data and events, and will serve as my letter of complaint to you.

Kindly advise what action you might be able to take.

Yours truly,

Dr. Erwin P. Geiger

RECEIVED
JUL 10 1995
PINELLAS COUNTY
CONSUMER AFFAIRS

Dr. Erwin P. Geiger
Consultant: Economics, Privatization and Management
(bus):3438 East *Lake* Road, #14-676, *(h)* 3577 Indigo Pond Drive
Palm Harbor, FL **34685**
Ph: **1 - (813) 787 4274;** *Fax:* **1 - (8 13) 786 7795**

Copy to Consumer Affairs Appeal

July 5, 1995

The President
National Van Lines, Inc
National Plaza
Broadview, Illinois 60 142-377 1 **Bill of Lading # 288839**

Re: Shipment belonging to my stepson, Charles Downie, from Palm Harbor, Fla to Phoenix/Chandler, Arizona.

Dear Sir:

Arrangements were finalized today to ship the above belongings. This was the final outcome of unbusiness-like, devious and unscrupulous manoevers by your representative for this area, Mid State Moving and Storage. However, all the paper work was on National Van Lines forms and stationary and, thus, your good name is involved in these incredibly unethical doings of your agency.

It started about two weeks ago when I asked for an estimate of the cost of the shipment to Phoenix. The terms for delivery were to be on the basis of COD and the signed estimate was on this basis, as a matter of course. I did not even have to ask for it as it is standard business practice and this was confirmed to me when the shipment was being loaded. Shortly thereafter I was told that the shipment would not leave town unless I paid in advance by cashier's check. I pointed out that this is a violation of the original agreement and contrary to any normal and ethical business practice. To this I was told that I must either pay or the stuff would get returned to me and that I would be charged for a local move, with the cost of hundreds of dollars set entirely at your agent's whim.

I want to go on record that I did not make the advance payment voluntarily but was forced into it by being held to ransom. Mid State now has possession of the goods and the money, without having moved the shipment, a despicable abuse.

Another major case of highly devious and suspect practices deals with the weighing and pricing of the move.
About 2 weeks ago I asked for an estimate and on June 23 Mr. Kelly Murphy visited us to inspect the shipment, i.e., the 7 pieces at home and the 40 pieces at the United Storage, which were in a 4' by 10' storage unit filled to a certain height (see attatchment). We both arrived at about 170 cubic feet, using separate measurements. This, times the standard 7 lbs per cubic foot, lead to an estimate of about 1150 pounds by him - in line with my expectations - and a dollar cost of $1257 incl. several charges. This was the written and signed estimate.

Shortly after they loaded the shipment I was advised that the shipment weighed over 2000 lbs; a

weighing I could not witness and which could have been a complete fabrication - in fact, it turned out to be grossly wrong. My stepson's belongings are used clothes and mementos (video cassettes, games, etc.) i.e., stuff he had accumulated in the Army (where he had highest security clearances). Some of the bigger boxes were a printer and a VCR, packed in styrofoam, obviously extremely light items. If anything, the shipment should be lighter than the average of 7 lbs per cbc ft.

I asked for a return of the shipment to our storage, and was told I would be liable for a costly local move but that they might re-weigh it. They did, and advised that the shipment was now about 1600 lbs. Again, a number that might have been picked out of thin air and which I could not verify in any way.
Again I was told that I had the choice of either paying dearly for the return of the shipment or paying whatever weight and price they saw fit to charge, as they had possesion of our goods.

With this gun to my head, I delivered the cashier's check for $1,600 and $41 in cash. Ms. Martinez, the office supervisor, declined to give me a note saying that Mid State was insisting that I pay in advance; again, it was devious that they refused to put their practices - blackmail - in writing. When I asked Ms. Martinez who had made the decision about having to pay in advance she said that it was Mr. Doug Prescott. I asked to see him, or the owners, and my requet was refused.

I am a retired manager of Mobil Oil overseas affiliates and Mobil entrusted millions of dollars to my management. I am now a consultant to the World Bank and the State Department. Abrogating the original COD convention after taking possession of the goods, and asking for pre-payment, adds insult to injury.

The details of other bad business practices encountered in this case are attached, together with the manner in which the volume measurements were anived at, which leave no doubt that only 170 cbc ft were involved.

As your good name is involved, I hope you will take appropriate action. And please, do not tell me again, as Mr. Steve Millfep did the other day when I called Illiniois after receiving the false 2000lbs-plus "weighing", that National could do nothing, alleging that due to the existence of FCC rules you must respect the reported weights and consider nothing else. The weighing has proven to be a sham. Everything was conducted in your, National's, name.

I am sending copy of this letter to the Pinellas County Consumer Protection office and to my lawyer for further action.

Yours truly,

Erwin P. Geiger

Dr. Erwin P. Geiger

cc: Pinellas County Consumer Affairs, Consumer Affairs Appeal, Box 17268, Clearwater, FL 34622-0268

Mr. David F. Kern, J.D., Attorney

Dr. Erwin P. Geiger
Consultant: Economics, Privatization and Management
*(bus):*3438 East Lake Road, #14-676, *(h)* 3577 Indigo Pond Drive
Palm Harbor, FL 34685
Yh: 1 - (813) 787 4274; *Fax:* 1 - (8 13) 786 7795

Volumes Involved:

The storage unit at United Storage was 47 inches wide.	
The 3.3 feet in the back were loaded to a height of 7.4 feet (3.3*7.4*4)	= 97.7 cbc ft
The next 3.3 feet were loaded to a height of 4.3 feet	= 56.5 cbc ft
The 7 items at home (2 were flat sides of the taken-apart wardrobe) were estimated by Mr. Murphy and myself at	= 16.0 cbc ft
Total Volume	= 170 cb ft

This total is incontrovertible and was easily verifiable given the size of the storage unit.

Logic of the Approximate Weight and Mid State's Fake Weights

170 cbc ft x 7 lbs/cbc ft normally equates to roughly 1150-l 200 pounds. Many of Charles' belongings were light.
The 2000 lbs weighing was, at best, an unpardonable mistake by people who supposedly know the business, but more likely was fraudulent.

When I (Geiger) challenged the 2000 lbs+ weighing, Ms. Martinez insinuated that I had added 22 more items, i.e. changing the shipment from 40 to 62. I was able to prove immediately that Mr. Murphy knew there were exactly 40 items in the storage, detailed by type of package, and the 7 items at home, totalling 47 and counting the wardrobe as one. The loaders counted the taken-apart wardrobe as 11 pieces and used 57 number labels. This is another instance of Mid State resorting to deviousness, insinuation and falsehoods.

Misc. Unbusinesslike Practices of Mid State

When the inventory was taken on June 23 we had wanted earliest possible pickup and moving. I was virtually promised that this small shipment could be fitted in some morning between the the 26th and the 28th. Finally, I was promised early morning delivery on June 29, but I said I must rely on it, as I have to leave at 2 PM that day for the airport..

I called on June 28th to get confirmation that everything was on schedule. The office acted as if they never heard of the shipment. I was promised advice by return phone. None ever came even though I called repeatedly. In the morning of June 29 I called again. Nothing was planned. It became a cliffhanger. Finally when I said do not come after 12 noon, as we won't be through by 2 PM they said they'd come. Again nothing until about 1 PM.

We loaded in a hurry, I could not read any of the fine print and had to dash off for the airport.

The subsequent "negotiations" about re-weighing involved again call after call, no return calls and nothing was accomplished for a week. Hair-raising and frustrating. All dealings with Mid State became disagreeable ordeals.

BUSINESS REPLY FORM

Reference No. _____

Complainant:
GEIGER/MID-STATE MOVING & STG

Complete name of Firm or Individual: MID-STATE MOVING & STG

Address: 13755 US HWY 19 NORTH CLEARWATER FLORIDA 34624

ANGELA MARTINEZ Telephone: 535-1423

Name of President: GERALD PRESCOTT

Name of Owner: GERALD PRESCOTT

Name, address, and telephone number of person to contact for additional information:

SAME AS ABOVE

Please state your position below or you may respond on separate letterhead.

SEE ATTACHED LETTER

RECEIVED
JUL 19 1995
PINELLAS COUNTY
CONSUMER AFFAIRS

Please return completed form to:
Pinellas County Department of Consumer Affairs
P.O. Box 17268
Clearwater, FL 34622-0268

Angela Martinez
(Signature)
Operations Mgr.

MID-STATE MOVING & STORAGE, INC.

NATIONAL

73755 U.S. HIGHWAY 19 NORTH / CLEARWATER, FLORIDA 34624 / (813) 535-7423
TOLL FREE 800-237-8326

July 17, 1995

Department Of Consumer Protection
P.O.Box 17268
Clearwater Florida 34622-0268
Attn: James B Lewis

Dear Mr Lewis,

I am sorry Mr Geiger is not pleased with the service on his move to Arizona. I rated his charges wrong the first time I gave him his charges. When he questioned his charges I went to the warehouse foreman and checked the weight of Mr Geiger's shipment. It weighed 1680 pounds, Mr Geiger is entitled to a reweigh at destination at no charge to him. If this weight differs National Van Lines will refund any money owed to him.

Sincerely,

Angela Martinez
Operations Manager

FINELLAS COUNTY
DEPARTMENT OF CONSUMER PROTECTION
P.O. BOX 17268
CLEARWATER, FL 34622-0268
(813) 464-6200

Ref.# 9508127

COMPLAINT

YOUR NAME: COLONEL LOUIE O. MCFERON (USAF RETIRED)

Address: 11661 68th Ave N., SEMINOLE, FL. 34642

Home Telephone: (813) 392-1679

COMPLAINT IS AGAINST: (1) AARON TRANSFER & STORAGE INC. (HEADQUARTERS,
(2) " " " " " (BRANCH)

Address: (1) 3524 LISTON LANE EULESS, TEXAS 76040
(2) 3545 MC CALL PLACE, SUITE "F" DORAVILLE, GA. 30340

Telephone: (1) (214) 220-0333 PRESIDENT- PHILIP D. NICHOLS
(2) BRANCH 51-099 MGR- DAVID MORGAN

Date of Transaction: APR 19 - JULY 31, 1995

Product/Service: TRANSFER OF HOUSEHOLD GOODS, MARIETTA, GA TO SEMINOLE, FLA

STATE COMPLAINT: - Attach copies of all Documents: Contract, Checks (both sides), Receipts, Bills, Estimates, and Invoices.

1. SEE ATTACHED LTR. TO COMPANY PRESIDENT (PHILIP D. NICHOLS) DOCUMENTING $5800.00 IN LOSSES. LTR. DTD 7-5-95
2. PHOTOS ATTACHED
3. REQUEST THIS COMPLAINT BE REPORTED TO STATES OF GEORGIA & TEXAS ATTORNEY GENERALS & TO U.S. DEPTS OF TRANSPORTATION & COMMERCE.

Louie O. McFeron — Signature of Complainant

8-16-95 — Date

What Adjustment do you consider fair? $5500.00 XX

L.O. MC FERON
77661 68 AVE. N.
SEMINOLE, FL. 34642
TEL.: (813) 392-7679
JULY 4, 7995

MR. PHILIP D. NICHOLS
PRESIDENT
AARON TRANSFER & STORAGE INC.
3524 LISTON LANE
EULESS, TEXAS 76040

MR. NICHOLS,

The purpose of this letter Is to officially document the many problems and damage to our household goods caused by AARON TRANSFER & STORAGE INC. [Manager, David Morgan] of Doraville, Georgia during our move from Marietta, Ga. to Seminole, Fl. during the period May 22, 1995 to date (we are still missing many items and significant damage, documented in attachments, still exist). I'm quite sure you do not condone this type operation after your review of this letter, pictures enclosed, and a consolidated listing of damages and missing items, caused by inattention and complete lack of supervision by David Morgan [your manager In Doraviile, Ga.].

A. SEQUENCE OF EVENTS [MOVE FROM MARIETTA, GEORGIA HOME], Apr. 19 - Jun 19, 1995:

1. APRIL 79, 1995: Signed a contract with David Morgan, AARON TRANSFER & STORAGE INC., Manager, Doraville, Ga. for movement of Household goods, clothing, paintings/pictures, lawn equipment, etc. from Marietta, Ga. to Seminole, Fl. to commence on or about May 22, 1995. David Morgan came to our home in Marietta, Ga. at approximately 7:30 p.m. and after a cursory 20 minute inspection submitted a price to us of $1610.00 for the move.

2. MAY 22, 1995: This was the date provided to Mr. Morgan, a week in advance [May 15, 1995] to commence the move from our Marietta home with a delivery date of June 21, 1995 to our home in Seminole, Florida. We also Informed Mr. Morgan that it was vital that he show early in the morning since the new owners and we had agreed that they could take occupancy that evening. Mr. Morgan informed us that there would be no extra charge for holding our belongings in a climate controlled and secure location until delivery to Fla. Mr. Morgan also assured us that wardrobes would be provided for clothing; boxes for mattresses and box springs; crates for paintings and pictures; and boxes for lamps, lamp shades and to pack lawn equipment and other ancilliary items (approximately 45 - 50 wardrobes, crates and boxes). He also assured us that blankets, pads, etc. would be provided to protect our valuable possessions. Mr. Morgan also assured me that supervision would be provided at the loading along with a detailed inventory of our belongings at final loading.

a. 09:30 a.m. May 22, 7995: Two(2) teenagers (Roy Wilburn & Sean ?) arrived in a 24 ft. truck (obviously too small to accommodate our belongings) two hours after the agreed to time. When questioned about this, Roy stated that he was only 78 yrs. old and was not legal to drive the large van. Boxes, wardrobes, crates, and protective equipment were not provided for these kids to use for protection of our belongings. As *loading was started, an inventory was not taken (Roy stated that David Morgan had told him to disregard the Inventory - it would be done at the warehouse) not in accord with terms of our contract with* AARON *TRANSFER & STORAGE INC.- Doraville, Ga. David Morgan did not come at any time to supervise these underage/inexperienced teenagers in their activities.*

b. 7 1:30 a.m. May 22, 7995: The truck was loaded and returned to AARON's wrehouse in Doraville for off load. Roy Wilburn informed me that they would be back to load the remaining belongings within two(2) hours [by 1:30 p.m.]. When they had not returned by 3:30 p.m., I called David Morgan who stated "they're on the way". I called David Morgan at least 2 - 3 more times, receiving the same response ["they're on the way"], when they did not arrive.

c. 7:30 p.m. May 22, 7995: The truck finally arrived for onload of the remaining items of our household goods without boxes,crates,other protective equipment and an inventory of the first load of belongings (not IAW the contract). Roy and Sean stated that David Morgan had expended his supply of these items and did not have time to complete the inventory. When I tried to call David Morgan at his place of business there was no answer, so I called his home and tried to report the deficincies. This call was terminated because of the extreme arrogant attitude of Mr. David Morgan. I'm sure you do not condone this type treatment of your valued customers.

d. 12:30 a.m. May 23, 7995: Once again, the truck was loaded in a typical teenage irresponsible manner. However, lawn and garden equipment, all clothing and two(2) vaccum cleaners still remained at the house. My wife and I still needed to clean the house of the mess these kids made when removing our belongings. We were finally able to depart the premises at 3:00 a.m., missing our promise to the new owners to vacate early that day. An inventory of goods was still not provided.

e. 07:30 a.m. May 23, 7995: Phone call to David Morgan to pick up remaining items. He informed me that he would be there within the hour. So I left the motel and proceeded direct to the house. Mr. Morgan did not show until after 10:00 a.m. still without wardrobes for the clothing and a completed inventory, which was to be submitted as specified by the contract David Morgan wrapped all our clothing in a Saran Wrap material and threw them on the back of a flat bed truck along with lawn equipment, vaccum cleaners, and other items not picked up the night before.

f. 08:00 a.m. June 73, 7995: Called David Morgan regarding non receipt of inventory. Informed me that he would get to it that day [over 3 weeks after pick up].

g. 10:00 a.m. June 15, 1995: David Morgan called and said inventory was complete and that it would be mailed to Florida right away.

h. 1:30 p.m. June 19,1995: Received undated and unsigned inventory in Florida. Ail items on inventory are marked in good condition except a few of the older pieces are marked as having minor scratches. items missing from the inventory are listed in attachment 1.

B. SEQUENCE OF EVENTS [TRANSFER FROM AARON's, Doraviiie, Ga. to Seminole, Fia.] June 13 - June 29, 1995:

1. JUNE 13, 1995: informed David Morgan that furniture was required in Seminole, Fia. not later than early morning June 21, 1995. i also informed him that Roy Wiiburn and Sean ? were not acceptable for this move and were not to accompany the load. He agreed to this. This date was set because I had to return to Ga. for my job not later than the morning of June 26, 1995.

2. JUNE 21, 1995 to date (July 4, 1995):

a. 9:00 a.m. June 21, 1995: Truck arrived from Georgia, with only part of our household goods on board, and with Roy Wilburn and Sean ? in charge (as you recalled earlier, I had told David Morgan not to entrust our valuable belongings to these kids). Some pictures [annotated] of this "shoddy" operation and loading are enclosed. Please note that Sean ? slept in the truck cab ail day while Roy Wiibum offloaded the truck by himself. I'm sure much of the damage was caused by one teenage kid handling ail the heavy pieces of furniture. When I questioned Roy about the truck, he reiterated that he was only 18 yrs. old and did not have a permit to operate the larger van which would have accommodated all of our belongings. Numerous telephone calls to David Morgan in Doraville, Ga. were met with an aura of arrogance and "I could care less". Mattresses and Box Springs [water damaged] were delivered without head and foot boards consequently Mrs. McFeron and I were required to sleep on the floor until delivery of the second load on June 26,1995. Please note that we both had influenza during this period. Damages occuring during this portion of the move are deiienated in attachment 2.

> Note: Roy Wiibum did not unpack boxes and other items or assemble beds, refrigerator doors, and other items, as one would expect of a quality nationwide co. As a matter of fact, hardware to reassemble the refrigerator was lost Additional/y, the refrigerator [in perfect condition on pick up, is marred and scarred].

> Please note that I tendered the following to Roy Wilburn for 1/2 the charge for the move since so much damage was done and because so many items were missing.

- *Certified Check : $605.00*
- *Cash: 200.00 (David Morgan Instructions)*

TOTAL(1/2 MOVE COST) $805.00

The other 1/2 ($805.00) to be tendered on satisfactory delivery of the remaining McFeron belongings.

b. 4:30 a.m. June 26,1995: AARON *deiapidated truck arrived in front of our home in Seminole, Fia. Roy Wiibum was the on-site agent in charge even though I once again had specifically requested [by telephone call with David Morgan] that Roy not be allowed* to *deliver this load. I also have pictures of this haphazard load. Mr. Sam Martin of* AMERICAN *REPAIRS & REFINISHING* COMPANY, *ATlanta, Ga., telephone (404)351-4727 was employed by David Morgan to accompany this load and make on site repairs. His attempts to repair the damage were noteworthy, however, it was readily apparent that the proper equipment and'materiais were not available to do the job right* A *consolidated listing of repairs attempted and furniture returned to Atlanta, Ga, for repair is in attachment 3. Additionaiiiy, I was required to expend three(3) extra days of vacation time* [not *planned and at a cost of $240.00 per day] because of my on site need to observe the delivery of this second load of our belongings with items noted in attachment 1. [still missing as of this date]. it must be noted that Roy Wiibum did assemble beds, however he did not unpack boxes and crates packaged by AARON of Doraville, Ga. [delivered with this load] as required by contract and espoused in the enclosed advertisement Additionally, he did not return with hardware to reassemble, repair and move the refrigerator into.* the *house. As of this date, the refrigerator remains unusable in the garage. As Roy Wiibum, on site agent for David Morgan, was ready for his rushed departure for return to Atlanta, I presented him with a certified check for $805.00 as the remaining 1/2 of our contracted charge for this move and with the understanding that this in no way completed AARON's obligated responsibility for missing items and damage to our valuable belongings.*

c. 6:00 a.m. June 29, 1995: Returned to work in Atlanta, Georgia [three days late] and placed call to David Morgan at 0:800 a.m. After a lengthy discussion regarding the move [in general], missing items, and damage David Morgan indicated that he was returning the $805.00 certified check to me plus a $214.00 AARON TRANSFER and STORAGE check for upholstery cleaning services provided by Sears upholstery cleaners [negotiated by Sam Martin, American Repairs and Refinishing] and that no other reimbursements would be forthcoming from AARON's of Doraville, Ga. This is of course unacceptable to we, the McFerons and these checks will be held [uncashed] until AARON's fully complies with their obligations to us for this absolutely unsatisfactory performance by AARON's TRANSFER & STORAGE INC. of Doraviiie, Ga.

Mr. Nichols, I appeal to your honesty, integrity and belief in quality performance and regard for anothers possessions as one Texan [native] to another to insure this total disaster Is rectified. During my forty odd years in the business world, including 30 years in the United States Air Force [with more than 20 moves nationwide from coast to coast] I have never experienced such an unfortunate event as this.

My wife and I worked long and hard to save money and purchase quality belongings to use in our retirement years. Money alone cannot replace the heartache and stress your Mr. David Morgan has caused. I'm confident that the Federal Trade Commission , Departments of Commerce and Consumer Affairs, Better Business Bureau, American Association of Retired Persons, United Services Automobile Association, etal would be appalled with this operation by an advertised QUALITY NATIONWIDE TRANSFER & STORAGE COMPANY. For your information, I have provided a summary of views relating to this move as attachment no. 5.

Sincerely,

LOUIE 0. MCFERON

5 Attachments
2 Enclosures (pictures and Atlanta yellow page advertisement)
cc: United Services Automobile Assn.[Household Insurance], San Antonio, Texas

ITEMS MISSING FROM INVENTORY AFTER MOVE TO SEMINOLE, FLA. [May 22, 1995 - June 26, 1995]:

1. BAKERS RACK: Condition at pick up - new Cost to replace - $739.95 [includes delivery-charge, Ga. state tax and basic cost, I have receipts for purchace.

2. CRAFTSMAN MINI ROTOR TILLER & CULTIVATOR: Condition at pick up - almost new [used 4 times] - $209.99 [includes basic cost plus Ga. state tax of 5%($10.00). Replacement cost and description attached.

3. HARDWARE ATTACHMENTS FOR REFRIGERATOR (20 cubic ft.): In event the hardware cannot be provided and dents, scratches, etc. cannot be repaired, the cost to replace with like appliance is $776.00 [includes Ga state tax, delivery, basic cost and installation. The refrigerator [still in our garage and unusable] was in new condition on pick up.

4. CUSTOM DINING ROOM TABLE PADS: Condition at pick up was new(used once or twice no marks or stains). Cost to replace (from Haverty's Furniture, Marietta, Ga.) is $125.00. However, it is doubtful that a replacement is available since the pads are special made to fit shape of the table when it is made.

5. CUSTOM PICTURES IN CUSTOM FRAMES: No damage at pick up. These 10 pictures of the family were made circa 1964 - 1969 and are irreplaceable at any cost We can never recapture our young lives in any photograph.

6. ANTIQUE WHITE WOODEN BENCH: Gift from Mrs. McFeron's 83 year old mother. In excellent condition at pick up. Irreplaceable.

7. VACCUM CLEANER ATTACHMENTS AND HOSES FOR 2 VACCUM CLEANERS: Condition - new at pickup.

> Hoover, Cannister type: hoses, attachments, carpet attachment, and extention wands missing. Cost to order and replace unknown. Cost of new vaccum same type - $173.25 (basic cost + Ga. state tax).

> Dirt Devil Deluxe, upright: telescopic wand, dust brush, crevice & upholstery tools missing. Cost to order and replace unknown. Cost of new vaccum, same type - $156.25 (basic cost + Ga. state tax).

8. DECORATIVE SCREWS TO MOUNT DRESSING MIRROR INTO FLOOR STAND(2 MISSING): Condition at pick up - excellent Cost to replace is unknown. Estimate - $20.00(from furniture maker, Marietta, ga.). Sam Martin,American Repairs and Refinishing Co. indicated he can secure replacements.

9. DECORATIVE INSERTS FOR HEADBOARD (2 missing & 1 returned to Atlanta with Sam Martin to fabricate new ones) - excellent condition at pick up. No cost provided the fabrication and shipment to Fia. is at cost to AARON's.

10. SHOE RACKS FOR CLOSET (2, COLOR WHITE, PURCHASED AT K-MART @ $15.00 EACH): Condition on pick up - new. Total Cost to *replace is $30.00.*

11. BOXES, (2) OF KITCHEN DISHES: Condition on pickup: excellent, Estimated cost to replace: $225.00.

Attachment no. 2, letter to Mr. Philip D. Nichols, President AARON TRANSFER 6 STORAGE, dated July 4, 1995 *pg. 2.7*

ITEMS DAMAGED BY AARON TRANSFER & STORAGE IN TRANSFER OF MCFERON's HOUSEHOLD GOODS FROM MARIETTA, GA. TO SEMINOLE, FLA. [May 22, 7995 - June 26, 1995]

1. LIVING ROOM COUCH [Cover/Upholstery is heavy Moire & Taffeta]: Condition on pick up - like new. Both arms are "smudged" with grease. Entire back and skirt are water damaged. Three back pillows and three seat pillows dirty and water damaged. Sears upholstery cleaner (Engaged by Sam Martin) signed statement that material cannot be cleaned - "The couch and pillow covers are ruined". Cost to replace couch $2100.00. Estimated cost to re-upholster is $7250.00.

2. FAMILY ROOM COUCH: Left hand end is broken, caused by one of David Morgan's employees using the couch as a step stool (the foot print is there to prove this point). pillow securing clip on end of couch broken off. Condition on pick up - like new. The cost to replace this couch (flame stitch material) is $375.00. Cost to repair unknown. Estimate $125.00.

3. ANTIQUE CHAIR WITH CANE SEAT: Cane seat destroyed. Condition on pick up - excellent This chair was returned to Atlanta, Ga. with Sam Martin for repair at cost to AARON's, I trust, to be returned to the McFeron's in Seminole, Fl. at the very earliest

4. KENMORE REFRIGERATOR(20 Cubic ft. combination freezer and ice maker): Condition on pick up - like new. Discussed in attachment 2. Sam Martin indicated hardware to attach doors, matching almond colored enamel to touch up dents and scratches, and a service man to effect repairs, move the refrigerator into the house from the garage and attach water line to ice maker would be provided on delivery by AARON's, Otherwise, the cost to replace the unit is $776.99 (includes Ga. state tax, color charge, delivery fee, and basic cost of the refrigerator with ice maker.

5. LIBRARY TABLE (SOLID CHERRY WOOD): Condition on pick up - like new. Top marred and scarred, front broken, side pulled apart, end piece for back and side panel broken off. This piece was returned to Atlanta, Georgia with Sam Martin since he could not effect repairs on site. I trust that AARON's will return this piece to the McFeron's in Seminole, Fla. at no cost to the McFeron's and in the condition it was in when we entrusted it to AARON's for shipment Otherwise, the cost to replace this valuable piece is $476.00.

6. COFFEE TABLE (SOLID MAHOGANY): Condition on pick up - like new. A large dent exists in the top due to mishandling during the move. Sam Martin tried to repair the damage on site but stated it was not reparable. Replacement cost is $225.00.

7. DINING ROOM TABLE (SOLID CHERRY): Condition on pick up - new (used only 3 or 4 times with no spills or scratches). Sam Martin tried to repair on site, but a large dull spot still exists which we tried for at least 4 hours to buff out without success. The table top either needs to be completely refinished or the table replaced at a cost of $1288.00 (Haverty's Fine Furniture, Marietta, Georgia).

8. LAMP SHADES [four(4) silk]: Condition on pick up - like new. All are water damaged or crushed because of poor packing by David Morgan and Group. Cost to replace $45.00 each + Ga. state tax - total cost $189.00.

9. MATTRESSES & BOX SPRINGS (1 QUEEN SET, 2 SINGLE SETS, & 1 DOUBLE BED SET) . Condition on pick up - like new. Queen mattress and box springs water damaged. Single sets extremely dirty. Double set contains dirty smudges top and bottom. Damage caused by not placing these units in boxes or crates with cover during shipment

10. DINING ROOM BUFFET (SOLID PECAN WOOD): Condition on pickup - excellent Scratched on top & finish peeling off. There is an indication on all furniture that it was not held in an environmentally controlled facility as was promised by David Morgan at contract initiation. Costs to refinish top (self) [materials and time] $50.00.

Il. MEN & WOMEN's CLOTHING (not placed in wardrobes): Condition on pick up - ail recently cleaned. Total cost for dry cleaning is $95.00.

12. CERAMIC SCULPTED EAGLE WITH CHERRY WOOD BASE (Pesented to me at 30 year retirement from USAF). Condition at pick up - like new. Broken. Cost to replace is $125.00.

13. DINING ROOM CHAIR (SOLID CHERRY WOOD) MATCHES NEW DINING ROOM SET. Condiffon at pick up - new. The back center piece was broken at right lower side. Sam Martin returned this chair to Atlanta for repair at all costs *to AARON's. In event it is not returned in presentable condition the cost to replace is $778.50.*

14. WALL CLOCK: Condiffon at pick up - excellent The clock had just been repaired and was in excellent running condition. It does not work now, caused by puffing the clock into a cardboard box without packing and part protruding from the box. When these teen age kids (Roy and Sean) loaded this into the truck they promised to pack it properly at off load at the AARON's warehouse. I claim $60.00 repair cost for the clock.

15. COMMENTS: Damages to these listed items was caused in large part by the poor quality loading, packing by AARON's, and handling during loading, storage, transportation, and off load In Fla. Additionally: proper packing materials and a climactic controlled facility was not provided when the belongings were in AARON's holding facility in Doravilie, Ga as was promised by David Morgan. Additional damage was most likely Incurred in the broken down van used for the trip to Fla. In short quality management appears to be severally lacking in the Doraville branch of AARON TRANSFER AND STORAGE INC.

ITEMS RETURNED TO AARON TRANSFER & STORAGE, DORAVILLE, GA., IN TRUST OF MR. SAM MARTIN [AMERICAN REPAIRS AND REFINISHING] FOR RECONDITIONING REPAIR, JUNE 26,1995:

The following items were returned to AARON's for repair, at AARON's cost, when the van departed for Ga. on the date indicated. Replacement costs for these items will not be charged, as deiienated in summary at attachement no. 4, unless the repairs are not acceptable or some are not returned to the McFerons in an expeditious & timely manner.

1. ANTIQUE CHAIR FOR SEAT REPLACEMENT (RECANING)

2. LIBRARY TABLE (SOLID CHERRY WOOD): Repair must be acceptable, otherwise, a full replacement cost of $475.00 will be claimed.

3. DINING ROOM CHAIR (SOLID CHERRY WOOD): Repair must be acceptable, othenuise a full replacement cost of $178.50 will be claimed.

4. KENMORE REFRIGERATON [ALMOND COLOR, 20 CU. FT. WITH ICE MAKER]: Although the refrigerator was not returned to AARON's for repair, we trust that materials to repair and a qualified service 6 repairman will be sent by AARON's to install the doors, touch up dents and scratches with a matching almond color enamel, move the refrigerator into the house, make connections & insure the refrigerator is operating properly before they depart Otherwise a replacement claim will be submitted for $776.99.

Attachment no. 4, letter to Mr. Philip D. Nichols, President, AARON TRANSFER & STORAGE, dated July 4, 1995 *pg. 4.1*

SUMMARY OF CLAIMS TO AARON TRANSFER & STORAGE INC., DORAVILLE, GA. RELATING TO PICK UP, TEMPORARY STORAGE & DELIVERY OF L.O. & R.M. MCFERON's FROM MARIETTA, GA. TO SEMINOLE FLORIDA, May 22 - July 4, 1995.

A. ITEMS STILL MISSING: If these items are found and delivered to the McFerons, in Seminole, Fla., in acceptable condition, the claim(S) will be deleted.

1. BAKERS RACK	$139.95
2. CRAFTSMAN MINI ROTOR TILLER	209.99
3. REFRIGERATOR (Hardware, repain, & locate to house) If unit is in good condition, claim will be deleted.	776.00
4. CUSTOM DINING ROOM TABLE PADS	125.00
5. CUSTOM FAMILY PICTURES IN CUSTOM FRAMES(irreplaceable)	250.00
6. ANTIQUE WHITE WOODEN BENCH (irreplaceable)	125.00
7. VACCUM CLEANERS(HOOVER & DIRT DEVIL hoses/attachments) If missing hoses & attachments are found claim will be deleted	339.50
8. DECORATIVE SCREWS FOR FLOOR MIRROR	20.00
9. DECORATIVE INSERTS FOR HEADBOARD(3)	20.00
10. SHOE RACKS FOR CLOSET (2 COLOR WHITE)	30.00

B. DAMAGE CLAIMS:

1. LIVING ROOM COUCH (WHITE, HEAVY MOIRE & TAFFETA) Heavy grease marks and water damage to back and skrt and ditt on pillows and rest of couch cannot be cleaned as stated by Sears upholstery cleaning service, hired by AARON agent Sam Martin. Cost to replace couch is $2100.00.	$1250.00
2. FAMILY ROOM COUCH (FLAME STITCH MATERIAL) BROKEN END & ATTACHMENT. ESTIMATED COST TO REPAIR. The cost to replace the couch is $375.00	150.00
3. 'ANTIQUE CHAIR WITH CANE SEAT BROKEN BY AARON's Item returned to AARON's for recaning by Sam Martin, on site repair agent for AARON's. If this chair is returned to the McFeron's in acceptable condition, this claim will be droppred.	175.00

4. LIBRARY TABLE (SOLID CHERRY WOODJ: Item returned to AARON's for repair by Sam Martin, on site repair agent for AARON's. If the table is returned to the McFeron's in acceptable condition, this claim will be dropped. 475.00

5. COFFEE TABLE (SOLID MAHOGANY): Large dent in top not repairable as stated by Sam Martin, AARON on site repair agent 225.00

6. DINING ROOM TABLE(SOLID CHERRY): Sam Martin attempted on site repair, however, a large dull mark remains in the damaged area. Attempts to buff this area to blend with the other finish were without success. This claim is to have the table refinished. 200.00

7. LAMP SHADES (Silk, 4): Water damaged & broken, cannot be cleaned or fixed. 189.00

8. MATTRESSES & BOX SPRiNGS(Queen Bed set): Water damage on both sides cannot be cleaned or repaired. 600.00

9. DINING ROOM BUFFET(SOLID PECAN WOOD): Scratched due to handling and finish is peeling due to storage in a non climactic environment while awaiting shipment Claim is for materials and my time to refinish. 50.00

10. WALL CLOCK: Will not run. Claim is for recent repairs we had done. 60.00

II. CLEANING CHARGES FOR CLOTHING AND UPHOLSTERY: Clothing damage done by improper packing (wrapped in Satin Wrap outside wardrobes) - Cost to Clean $95.00. Upholstery cleaning to chairs and other upholstered items was done by Sears upholstery cleaning arranged by Sam Martin, AARON on site repair agent The cost for this service, which we paid, was $214.00. Should David Morgan keep his word to pay this charge, then $214.00 will be deducted from the claim shown. 309.00

12. CERAMIC EAGLE WITH WOOOEN BASE: Broken 725.00

C. SUMMARY OF TOTAL CLAIMS: $5823.44

D. SUMMARY OF CLAIMS IF LOST ITEMS(WITHOUT DAMAGE) & ITEMS ENTRUSTED TO AARON'S FOR REPAIR ARE RETURNED IN GOOD FAITH AND IN ACCEPTABLE CONDITION: $2735.00

Attachment no. 5, letter to Mr. Philip D. Nichols, President, AARON TRANSFER & STORAGE, dated July 4, 1995 *pg. 5.7*

The following outlines my perception of Total Quality Management principles, which most successful American businesses adhere to and practice in todays environment of competition, which do not appear to be in existence at AARON's Doraville, Ga. division, managed by David Morgan. This perception is based on our experience with this division and the said manager during our recent movement of our household goods from Marietta, Ga. to Seminole, Fla. [May 22, 1995 to date].

1. At contract initiation, Mr. Morgan did not conduct an indepth survey of our household belongings to insure all materials were available to pack and protect our valuables. Additionally, he underestimated the size and type of truck van required to move these belongings. He also insured me that climactic controlled facilities would be used to protect the belongings while they were being held awaiting shipment to Florida. This very obviously was not so considering the amount of dirt and moisture damage experienced.

2. An undersized moving truck was sent to the house on date of move without packing materials [Crates, boxes, blankets, etc.] to insure protection of our belongings. The movers he dispatched were 2 inexperienced teenagers. Even though an inventory was promised at end of loading, one was not prepared. In fact it was not completed and forwarded to us until some 3 weeks after our belongings had been picked up. Mr. Morgan failed to insure that our belongings were moved from the house by early evening so new owners could take occupancy. Delays in return by the inexperienced teenagers with the second truck until 7:30 p.m. caused us to stay at the house until 3:00 a.m. and still our clothing, vaccum cleaners, and lawn equipment remained at the house. Not once did Mr. David Morgan visit the site to supervise these teenagers or check on progress. Is this the Quality Manager that AARON's condones?

3. The transfer to Florida was equally disastrious. These two (2) same teenagers [whom I requested not be used for this part of the move] showed at our home with a deiapidated van [pictures enclosed] with only part of our belongings. They were both exhausted as evidenced by one sleeping in the van in front of the house all day long [picture attached]. Roy Wilburn stated that they had been required, by David Morgan, to load the van in the early evening then depart for Seminole, Fla. [a distance of 500 miles] so as to make delivery the next morning. Roy also stated that they were not allowed to use the larger van, to accommodate all our belongings, because he was not old enough to get a permit. Is it not against Federal and State laws to launch exhausted drivers onto our highways in such a condition? At what speed must he have driven to traverse this distance (500+ miles) in less than 10 hrs? Does AARON's tolerate this type performance?

4. , The same van was used to transport the second load to our doorsteps with Roy Wilburn still at the wheel. This time Roy slept half the day while Mr. Sam Martin attempted, without proper materials and equipment to make on site damage repairs.

5. Never did anyone,[from AARON's], in either move , even attempt to inventory any of our belongings or unpack the few boxes, crates, wardrobes, etc., they had packed , to check condition of belongings. Thank goodness my wife and I had our own

inventory list and were able to do a cursory inventory of items amongst the mess created by lack of supervision from AARON's of Doravilie, Ga.

In closing I would like to say this was the most shoddy performance, by a major American business firm, I have ever experienced. AARON TRANSFER AND *STORAGE INC. OF DORAVILLE, Ga. needs help if they are to survive.*

Fortunately Mr. Nichols, my friends and I packed china, crystal and some priceless articles. My husband and I rented a truck from Atlanta, rented a storage locker and left it for a month.

We are not paid, professional movers or packers but everything that we brought was in perfect order. It doesn't take a rocket scientist to do a good move, just care and responsibility, primarily good quality control and management.

I have not listed all of the marks on all of the furniture because I have washed and polished and stained some-things. I realize after moving for 43 yrs. all cannot come out perfectly but blatant destruction of quality goods is not acceptable to me.

Certain things have no monetary value and they are lost also. I cannot replace things my mother has given to me. So they are not listed.

My husband and I are not destitute, but I cannot understand why we should have to replace anything with our money. We organized & planned for many

years this retirement move.

Mr. Morgan came to our home, saw what Arrons had to move. If he had been too busy, I would have gladly called another company. I am not a huge, mean or vindictive person. I am just a little older ex cookie maker that trusted what he said.

I have survived without a ice maker for over a month now. I can survive but it does bother me that we worked, sent children through school and this is the end result. I worked for a year to buy the living room tables. The library table can be replaced but I will never get one to match the end tables.

We also hoped to help our children put a downpayment on a home for their young family. We cannot do everything.

I spoke to David today and told him he was using a ~~that~~ truck with outdated tags. He asked what that had to do with the move. I replied, "It's just one more thing to show poor organization and putting the drivers at risk of being delayed when they want to get home. It's not the crime of the

century but in the management realm."

My husband and Mr. Morgan cannot communicate any longer. They have come to an impasse and both are becoming ungentlemanly.

My husband said he will only work with your Legal office or the States Attorney in Clearwater or other attorneys. None of us want this. This is not our way of handling things, but if we receive no satisfaction we must stand up for our rights also. We are not bullies, but we are not wimps either.

My husband is asking for $5,500. We would out of that amount, get some things organized, cleaned up and repaired. All of the services require deposits for estimates so that has already come out of our pockets.

We in return will send receipts but this is a separate bank account and return the unused portion to you. You can count on our word. I have had a brain tumor and my husband has had heart surgery. We are in no position to make God angry with

us. That is the reason we moved here. To see our grandson grow for as long as we have left.

My husband keeps meticulous records, paper work and receipts. He will send you a detailed account of what is used. This amount does not include stress, phone calls etc. I feel this is fair and hope that you do also.

We have set Aug 15 '95 as a target date for some reply, preferably a check. By then we feel we have endured enough stress and will need help in settling this. It has worn me out, caused many sleepless nights and embarrassment for my new neighbors to see our home.

Material things are not everything but we cannot let people take advantage either. I hope you take this letter as sincerely written as it is. I also hope that your company will be sincere and prompt in your reply.

Respectfully
Rose Marie McCleon

Card table cover torn

10 mattress water damaged

New dining room chair broken and seat needs to be replaced
All three other chairs need to be recovered to match

2 Pecan dining rm table, in perfect condition for our children, spray painted with silver paint

Coffee table deeply scratched, repaired by Mr Sam Martin but still highly visible

New dining room table, deep scratch, repaired by Mr. Martin, dull spot highly visible

Living rm couch, water marks and wheel tracks on fabric $225 already pd by me

Cleaning for some furniture from Sears $213 already paid by me.

Refrigerator in pieces in garage

missing pots and pans, Revere ware or equivalent

Tools for vacuum, hoses

statue and box from garage

table pads for marred dining table

antique white bench

Hendredon library table

Front hall clock

Glass tops & legs for small tables

3 broken 9X12 dishes in pieces in box

Cords for kitchen appliances

Hardware for beds

Black floor lamp, bent & scratched

All clothing wrapped in filthy Saran wrap, has to be cleaned or washed, including fur jacket

VCR missing

Day bed, no hardware

4 lamp shades, were wet, torn, dirty approximately $40 each

PINELLAS COUNTY
DEPARTMENT OF CONSUMER AFFAIRS
P. 0. Box 17268
Clearwater, Fl 34622-0268
(813) 464-6200

Ref. # 9409133

COMPLAINT

PLEASE PRINT

YOUR NAME: James J. Morello

Address 7501 142nd Avenue North Whispering Pines #599

City Largo, State FL ZIP 34641

Home Telephone 538-5141 Business Telephone

COMPLAINT IS AGAINST: Family Moving & Storage, Inc. of South Florida

Person Dealt With

Address 3551 Northwest 15th Street

City Lauderdale, state FL ZIP 33311-4268

Telephone (305) 792-5600

Date of Transaction Product/Service

STATE COMPLAINT • Attach copies of all Documents: Contract, Checks (both sides), Receipts. Bills, Estimates, and Invoices.
(USC Additional Pages if Necessary)

SEE ATTACHED

Signature of Complainant Date

What Adjustment do you consider fair?

OFFICE USE

Disposition FWD

11 | 1 | 4

Rcf./Adj $

RECEIVED

SEP 21 1994

PINELLAS COUNTY
CONSUMER AFFAIRS

September 9,1994

To Whom It May Concern:

I am writing to explain the events that occured during our move from Winthrop, Ma. and Largo, Fl. The moving company's are Father and Son Movers and Family Moving and Storage.

The appraisal for this job took place on 7-19-94 at 53 Beacon St. in Winthrop, Ma., by a Mr. Joe Hogan of Father and Son Movers of Cambridge, Ma. in the presence of myself and my wife. Mr. Hogan estimated our load weight at 7250 lbs. as indicated on (attachment #1) for a cost of $2800.88, stating it could go up or down depending on the weight when the truck was weighed in after pick up. Upon further discussion Mr. Hogan stated he would be willing to lock in the price of $2800.88 via a binding offer/estimate, (attachment #2), plus any insurance we chose to purchase. The insurance was explained to us as $21,000.00 value of replacement insurance being the minimum we could purchase for a cost of $178.50, which we decided to purchase. The deal was to be closed via the phone in 1-2 days if we were to use this company. Before leaving I asked Mr. Hogan to look outside our home as it was located on a narrow one way street with limited access to large trucks, (knowing this ourselves from prior delivery's during the eight years we lived there),Mr. Hogan stated this was no problem and the truck and driver could park around the corner and load the truck, stating further "this was a routine job". The distance around the corner was approximately the distance between 2 telephone/utility poles. Mr. Hogan reassured us this was not a problem and a "routine job'. Because of his confidence and reassurance we decided to book this company (Father and Son Movers of Cambridge, Ma.) for our moving, the order was placed after recieving and reviewing the binding estimate supposedly locking in opur price at $2,800.88 on 7-21-94 by myself via the telephone to Mr. Hogan.

The nightmare now began for us! The moving truck was scheduled to arrive at 10 AM on 7-27-94 and never showed up till 1:30PM when I was greeted at my front door at 53 Beacon St., Winthrop, Ma., by a driver named Butch who was from Family Moving and Storage Co. stating there was a problem with him being able to access our house with his truck because the street was narrow and one way. I asked why he was there from Family Moving and Storage when we had booked with Father and Son Movers and he stated the work was all subcontracted out to other movers. Butch then became angry stating he wanted to turn down the job and was sick of the

appraisers arranging difficult picks ups for him, he asked to use our phone and called Father and Son Movers to complain about our location. Butch spoke with a person named Fancis of Father and Son who we later learned was there dispatcher. We were now in a desperate situation as we were scheduled to pass papers on 7-28-94, so Butch handed the phone to me and I spoke with Francis from Father and Son who stated they could not move us unless we either hired 3 of there men at $100.00 a piece to load or hire a shuttle truck to load on from the house to the truck for an additional $600.00, having just lost both our jobs and barely breaking even on selling our house we had no choice but to hire the 3 men and pay in cash on the company's insistance the men. The men took 2 more hour to arrive to our house and then they started loading our belongings. Ofcourse my wife and I were thoroughly disgusted with this situation by now and we tried multiple times to call Mr. Joe Hogan at Father and Son and were he was unavailable!!! It was now 5;30Pm and the truck was loaded and it was time to sign the shipping documents (attachment #3 and #4) when I noticed there were two different amounts of money on the total column, $2979.38 and 3277.32 when I questioned Butch about this he stated "your set at the $2929.38 with the insurance you bought". He then related there may or may not be a further charge for a "long Carry", when questioned he tole me this was for carrying furniture any distance, however we payed an additional $300.00 to hire 3 more men at there insistance.. Upon leaving Butch asked us if we could have the bill $2979.38 in cash for him in Florida as the company was 60 days behind in paying its independent drivers. This was a complete shock to us as Mr. Hogan informed us when asked they were all company trucks and drivers. This was a concern as we had heard previously stories of horror regarding interstate movers.

It was now time to deliver our things to our new home in Largo, Fl. Butch did call me prior to coming to arrange a convienant delivery time and date as previously requested. He arrived to my home at 7501 142nd. Ave. Nothe #599, Largo, Fl. on 8-7-94 and insists he be paid in cash and in full before they would unload our belongings. I was then presented another sheet with a new total of $3130.63 for the shipment, an additional $103.73 for excessive distance carry and a written over insurance figure increasing without my authorization the insurance from $21,000.00 to $25,000.00 at a cost of $221.00. When I questioned this Butch stated the weight was more and they automatically adjust the insurance and I would have to pay him before my things would be brought in, related I could call "Brenda" at Family Moving and Storage at the Florida office on 8-6-94, which is what I did and she confirmed Butch's explanation but could not tell me the increase in weight over our binding 7250lb. estimate, see attachment #5 for these figures.

My complaints are as follows and are being entered to

protect other people from such tactics and possibly retrieve our money paid over our binding estimat of $2900.88 as with there adjustmant cost me a total of $3430.63.

Complaint #1 The appraisal and binding estimate to ship my belongings for $2979.38 complete with the agreed $21,000.00 value replacement insurance, then paying an additional $300.00 to hire 3 additional men when I was told on appraisal our job was routine and locked in by Mr. Hogan.

Complaint #2 Having the insurance figure increased without our authorization from$178.50 for $21,000.00 to $221.00 for a $26,000.00 value which again was not authorized.

Complaint #3 Having to pay $108.75 for a long carry when the company insisted we hire 3 men at $100.00 a piece totalling $300.00 payed already.

Complaint #4 Being unable to reach Mr. Hogan on 7-27-94 and calling him from Florida the falling week and was informed he would get back to me...I'm still waiting ite 9-9-94.

I feel this company owes us a sum of $451.00 which is the difference from $2979.38 and the amount I was forced to pay to retreive my belongings $3430.63.

Additionally several items were damaged during the move and I have recieved nothing but a run around to date regarding our damages.

After much deliberation and unnecessary thought I find myself no other alternative but to alert other poor suspecting people regarding these practices. Infact I was handed the enclosed article from the St. Peterburg Times related a similiar situation with another long distance company. I will pursue this matter with each office of the moving company in Cambridge,Ma. and Lauderhill, Florida as well as the Attorney General and Better Business Bureau in Ma. and Florida. Additionally I have forwarded a copy to Channel 8 News in St. Peterburg for assistance.

In closing I would ad that we decided to hire a moving company to alleviate stress and are left with a memory of complete horror!

Regretfully,

James J. Morello

James J. Morello
813-538-5141

CONTRACTOR OR CARRIER

HOUSEHOLD GOODS DESCRIPTIVE INVENTORY

PAGE NO. 2 NO. OF PAGES 3

AGENT Family Moving

CARRIER'S REFERENCE NO.

OWNERS GRADE OR RATING AND NAME Morello

CONTRACTOR GBL. NO

ORIGIN LOADING ADDRESS CITY STATE

GOVT SERVICE ORDER NO

DESTINATION

VAN NUMBER 921-922

DESCRIPTIVE SYMBOLS

B/W BLACK & WHITE TV
C COLOR TV
CP CARRIER PACKED
PBO PACKED BY OWNER
CD CARRIER DISASSEMBLED
DBO DISASSEMBLED BY OWNER
PB PROFESSIONAL BOOKS
PE PROFESSIONAL EQUIPMENT
PP PROFESSIONAL PAPERS
MCU MECHANICAL CONDITION UNKNOWN

EXCEPTION SYMBOLS

BE BENT
BR BROKEN
BU BURNED
CH CHIPPED
CU CONTENTS & CONDITION UNKNOWN
D DENTED
F FADED
G GOUGED
L LOOSE
M MARRED
MI MILDEW
MO MOTHEATEN
R RUBBED
A U RUSTED
SC SCRATCHED
SH SHORT
SO SOILED
T TORN
W BADLY WORN
Z CRACKED

LOCATION SYMBOLS

1 ARM
2 BOTTOM
3 CORNER
4 FRONT
5 LEFT
6 LEGS
7 REAR
8 RIGHT
9 SIDE
10 TOP
11 VENEER
12 EDGE
13 CENTER
14 INSIDE

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	CR. REF.	ARTICLES	CONDITION AT ORIGIN	EXCEPTIONS (IF ANY) AT DESTINATION	ITEM NO.	CR. REF.	ARTICLES	CONDITION AT ORIGIN	EXCEPTIONS (IF ANY) AT DESTINATION
71	✓	4.5		106		✓	25" C TV Zenith Mod		
2	✓	End Table Sc 9 10 6 10 12		7		✓	Sofa Green So M		
3	✓	End Table Sc 10 9 6 10 4		8		✓	So-Chair So M		
4	✓	Table Sc 10 9 12, 6 10		9		✓	Love Seat So M		
5	✓	6.0		110		✓	Mirr-Pack		
6	✓	Iron Board Blue R, Sc All		1			Bundle on (3)		
7	✓	Plastic Tubs		2		✓	Hamper Brown So		
8	✓			3		✓	Bench So Sc 9 5		
9	✓			4		✓	Lamp CTN Cu		
80	✓			5		✓	Lamp CTN Cu		
1	✓			6		✓	Lamp CTN Cu		
2	✓			7		✓	Lamp CTN Cu		
3	✓			8		✓	Sm-CTN Cu		
4	✓			9		✓	1.5		
5	✓			120		✓	Dish-Pak		
6	✓			1		✓	W/Chair		
7	✓			2		✓	W/Chair		
8	✓			3		✓	Table Leaf So Sc 5 10 12		
9	✓			4		✓	Dish Pak		
90	✓	Plastic Tubs		5		✓	4.5		
1	✓	3.0		6		✓	4.5		
2	✓	3.0		7		✓	4.5		
3	✓	3.0		8		✓	6.0		
4	✓	3.0		9		✓	Red Cooler So		
5	✓	3.0		130			3.0		
6	✓	3.0		1		✓	1.5		
7	✓	6.0		2		✓	1.5		
8	✓	Rack		3		✓	4.5		
9	✓	Pole		4		✓	4.5		
100	✓	Flag		5		✓	1.5		
1	✓	Flag		6		✓	1.5		
2	✓	6.0		7		✓	1.5		
3	✓	4.5		8		✓	Dish-Pak		
4	✓	Book Case Sc 10 4 12 9 5		9		✓	3.0		
5	✓	Book Case Sc 10 4 12 9 5		140		✓	3.0		

ITEM NO. REMARKS/EXCEPTIONS

"WE HAVE *CHECKED ALL THE* ITEMS LISTED AND NUMBERED 1 TO *INCLUSIVE AND* ACKNOWLEDGE *THAT* THIS *IS A* TRUE AND *COMPLETE LIST OF THE GOODS TENDERED AND* OF THE STATE OF THE GOOOS RECEIVED"

TAPE LOT NO. TAPE COLOR

WARNING *BEFORE SIGNING CHECK SHIPMENT. COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.*

NOS. FROM THRU

	CONTRACTOR/CARRIER OR AUTHORIZED AGENT (DRIVER) (SIGNATURE)	DATE		CONTRACTOR/CARRIER OR AUTHORIZED AGENT (DRIVER) (SIGNATURE)	DATE
AT ORIGIN	OWNER OR AUTHORIZED AGENT (SIGNATURE) James Morello	DATE 7/24/94	AT DESTINATION	OWNER OR AUTHORIZED AGENT (SIGNATURE) James Morello	DATE 8/7/

CONTRACTOR OR CARRIER

HOUSEHOLD GOODS DESCRIPTIVE INVENTORY

PAGE NO. 3 NO. OF PAGES 3

AGENT Family Moving

Morello

OWNER'S GRADE OR RATING AND NAME

CARRIER'S REFERENCE NO.

CONTRACT OR GBL MO

ORIGIN LOADING ADDRESS CITY STATE

GOVT SERVICE ORDER NO

DESTINATION

VAN NUMBER 921-922

DESCRIPTIVE SYMBOLS

B/W BLACK & WHITE TV
c COLOR TV
CP CARRIER PACKED
PBO PACKED BY OWNER
CD CARRIER DISASSEMBLED
DBO DISASSEMBLED BY OWNER
PB PROFESSIONAL BOOKS
PE PROFESSIONAL EQUIPMENT
PP PROFESSIONAL PAPERS
MCU MECHANICAL CONDITION UNKNOWN

EXCEPTION SYMBOLS

BE BENT
BR BROKEN
BU BURNED
CH CHIPPED
cu CONTENTS & CONDITION UNKNOWN
D DENTED
F FADED
G GOUGED
L LOOSE
M MARRED
MI MILDEW
MO MOTHEATEN
R RUBBED
RU RUSTED
SC SCRATCHED
SH SHORT
SO SOILED
T TORN
W BADLY WORN
Z CRACKED

LOCATION SYMBOLS

1 ARM
2 BOTTOM
3 CORNER
A FRONT
5 LEFT
6 LEGS
7 REAR
8 RIGHT
9 SIDE
10 TOP
11 VENEER
12 EDGE
13 CENTER
14 INSIDE

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	CR. REF.	ARTICLES	CONDITION AT ORIGIN	EXCEPTIONS (IF ANY) AT DESTINATION	ITEM NO.	CR. REF.	ARTICLES	CONDITION AT ORIGIN	EXCEPTIONS (IF ANY) AT DESTINATION
14 1	✓	6.0 CTN CU		16	6	✓	1.5 CTN CU		
2	✓	Black Case M So			7	✓	1.5		
3	✓	4.5 CTN			8	✓	1.5		
4	✓	4.5			9	✓	1.5		
5	✓	6.0		18	0	✓	1.5		
6	✓	1.5			1	✓	1.5		
7	✓	1.5			2	✓	1.5		
8	✓	1.5			3	✓	1.5		
9	✓	1.5			4	✓	6.0		
15 0	✓	1.5			5	✓	6.0		
1	✓	1.5			6	✓	6.0		
2	✓	1.5 CTN CU			7	✓	4.5		
3	✓	Toy Pink PBO			8	✓	4.5		
4	✓	Toy Pink PBO			9	✓	6.0 CTN CU		
5	✓	1.5 CTN CU		19	0	✓	3.0 CTN CU		
6	✓	3.0			1	✓	K-Chair Sc 6 So		
7	✓	1.5			2	✓	K-Chair Sc 6 So		
8	✓	1.5			3	✓	K-Chair Sc 6 So		
9	✓	1.5			4	✓	K-Chair Sc 6 So		
16 0	✓	1.5			5	✓	Table K So Sc 10, 9, 12, 13		
1	✓	1.5			6	✓	Table K-Legs on (4) Sc 6 9		
2	✓	Dish-Pink			7	✓	Folding Table Sc All		
3	✓	1.5			8	✓	Hutch Top Sc 10 9 12 17 14		
4	✓	1.5			9	✓	Hutch Base Sc 10 9 12 14		
5	✓	1.5		20	0	✓	Ext. Bike Thin		
6	✓	1.5			1	—	Tool Box		
7	✓	1.5			2	—	Tool Box		
8	✓	1.5			3		4.5		
9	✓	1.5			4	—	Exit Cards on (2)		
17 0	✓	1.5			5				
1	✓	1.5			6				
2	✓	1.5			7				
3	✓	1.5			8				
4	✓	1.5			9				
5	✓	1.5 CTN CU		21	0				

ITEM NO. REMARKS/EXCEPTIONS

"WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED"

TAPE LOT NO. TAPE COLOR

WARNING BEFORE SIGNING CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

NOS. FROM THRU

	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)	DATE		CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER)	DATE
AT ORIGIN	(SIGNATURE)	7/27/94	AT DESTINATION	(SIGNATURE)	8/5/94
	OWNER OR AUTHORIZED AGENT (SIGNATURE) James Morello	DATE 7/27/94		OWNER OR AUTHORIZED AGENT (SIGNATURE) James Morello	DATE 8/5/94

FAMILY MOVING AND STORAGE
3551 N.W. 15th STREET
LAUDERHILL, FL 33311
(305) 792-5600

Date AUGUST 22, 1994 Claim # FM 94167

Dear MR. MORELLO,

We are sorry to learn that you experienced some problems during your recent relocation with our company. In order to process your claim, the enclosed form must be properly completed.

Any available pictures of damaged items may be submitted. If known, you may include the weight of each item claimed. However, if you art unable to provide this information, we will obtain the weights as deemed in the AMC Weights and Depreciation Guide.

The above claim reference number has been assigned to your file, please include this number on all future correspondence.

Your completed claim form must be notarized and returned to this office along with a copy of your Bill of Lading.

Upon receipt of ALL information requested, your claim will be processed.

Thank You,

Noelia Smith

NOELIA SMITH
Claims Department

CLAIM FORM 4 FM 94167

NOTE: THANK YOU FOR THE CONFIDENCE YOU DISPLAYED IN ALLOWING US TO PARTICIPATE IN YOUR RELOCATION.

THIS CLAIM FORM IS IN ACKNOWLEDGEMENT OF YOUR LETTER DATED 8-9 STATING THAT A DAMAGE WAS SUSTAINED TO YOUR HOUSEHOLD GOODS DURIN YOUR MOVE WITH OUR COMPANY.

WE SINCERELY, REGRET THAT THE MOVE WAS NOT TO YOUR COMPLETE SATISFACTION.

YOUR IMMEDIATE RETURN OF THIS CLAIM FORM, COMPLETE NOTARIZED, WIL ENABLE US TO PROCESS YOUR CLAIM PROMPTLY.

DATE OF CLAIM: 8-31-94

NAME OF CLAIMENT: JAMES J. MORELLO

PRESENT ADDRESS: 7501 142ND. AVE. NORTH #599 LARGO, FL. 3464

MOVED FROM: 53 BEACON ST. WINTHROP, MA. 02152

LOSS OR DAMAGE DISCOVERED BY: JAMES J. MORELLO + DRIVER BUT

DATE OF DISCOVERY: 8-7-94

HOW DAMAGE OCCURED: SHIPMENT IN YOUR CO. TRUCK

TELEPHONE #: home: 813-538-5141 work:

MOVING DATE: 7-27-94 - 8-7-94

* IF CLAIM IS FOR BREAKAGE TO ITEMS PACKED IN CONTAINERS, PLEASE GI THE FOLLOWING INFORMATION. ALSO, PLEASE BE ADVISED THAT WE ARE N RESPONSIBLE FOR GOODS THAT WERE PACKED BY THE SHIPPER, AND NOT PA ED, UNPACKED AND INSPECTED BY OUR COMPANY.

TOTAL VALUE OF GOODS SHIPPED ON THIS BILL OF LADING: $ 21,000.0 INSURED

I WAS NOT INFORMED OF THIS STATEMENT WHEN PURCHASED ADDITIONAL INSUR. FOR MY BE LONGING

**** FALSE OR FRAUDULENT CLAIMS ****

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE OR OTHER PERSON, FILES A STATEMENT OF CLAIM CONTAINING ANY MATERI FALSE INFORMATION, OR CONCEAL.'; FOR THE PURPOSE OF MISLEADING INFO MATION CONCERNING ANY FACT MATERIAL THERETO COMMITTING A FRAUDULE INSURANCE ACT, WHICH IS A CRIME.

DETAILED STATEMENT SHOWING HOW AMOUNT CLAIMED IS DETERMINED

(List number, description of items, nature and extent of loss or damage, etc.)	Weight	Acquired Date	Original Cost	Value at Time of Loss	Am Now
1 WHITE COMPUTER DESK		5/94	189.50	189.50	189.
1 CRYTAL BASKET ANTIQUE		6/85	UNKNOWN	OVER $100.00	100.
1 PINK DEPRESS. GLASS GOBLET		6/85	" "	UNKNOWN	50.
1 CRYSTAL PEDESTAL DISH		6/90	" "	200.00	150.
1 CRYSTAL GLASS		6/93	" "	25.00	25.

UNKNOWN ORIG. COST IS BECAUSE ITEMS WERE GIFTS!

THE UNDERSIGNED, SIGNER OF THE FOREGOING STATEMENT, HEREBY MAKES SOLEMN OATH TO THE TRUTH OF STATEMENTS CONTAINED HEREIN. THE UND SIGNED UNDERSTANDS THAT THIS IS TO BE A COMPLETE AND ACCURATE LIS OF DAMAGE TO BE CLAIMED IN CONNECTION WITH THE TRANSPORTATION DES IN THE FOREGOING STATEMENT. IN NO WAY DOES THIS DOCUMENT CONSTRU GUILT UPON THE MOVER OR RESPONSIBILITY TO REIMBURSE UNTIL PROPER INVESTIGATION HAS BEEN RENDERED.

SIGNATURE OF CLAIMENT: James J. Morello

SIGNATURE OF NOTARY: Cynthia Baird Herring

STATE OF: Florida

COUNTY OF: Pinellas

CYNTHIA BAIRD HERRING
MY COMMISSION # CC 361192
EXPIRES: April 4, 1998
Bonded Thru Notary Public Underwriters

NON BINDING ESTIMATED COS

I.C.C. No. MC 225621

3651 NORTHWEST 15th STREET
LAUDERHILL, FLORIDA 33311-4268
(305) 792-5600

FAMILY MOVING & STORAGE, INC. OF SOUTH FLORIDA

Date 7/19/91

Name of shipper James Morello Phone No. 848-0947
Address of shipper 53 Beacon St. Zip code
Shipment moving from Winthrop, Ma. to Clearwater Fla
Shipper's destination contact Phone No.
Packing Date Requested Loading Date Requested July 27 28 Delivery Date or period of time requested not B4 6th Aug

IMPORTANT NOTICE This non binding estimate covers only the articles and services listed. It is not a guarantee that the actual charges will not exceed the amount of the estim Common carriers are required by law to Collect transportation and other incidental charges computed on the basis of rates shown in their lawfully published tariffs, regardless of prior quotations or non-binding estimates made by the carrier or its agents Exact charges for loading, transporting, and unloading are based upon the weight of the goods transported such charges may not be determined prior to the time the goods are loaded on the van and weighed Charges for additional services will be added to the transportation charges

ESTIMATED COST OF SERVICES (Based on tariff HGB No. _____ Section)

Estimated Wt. _____ lbs. | 'Boat Linear Ft. _____ x 115 = wt. additive _____ lbs.
'Bulky Article Wt Additive _____ lbs. | 'Boat Trailer Lin. Ft. x 75 = wt. additive _____ lbs.
Total Estimated Chargeable Wt. _____ lbs. | *Sailboat Lin. Ft. _____ x 125 = wt. additive _____ lbs.

RULE	SEC.	ITEM	SERVICES REQUIRED	BASE	ADD'L CWT	ESTIMATED CHARGES	TOTAL ESTIMATED COST
			Transportation: Est. wt 7250 lbs.: 1333 mi.; @ $ 5.13.35			$ 2567.67	$ 2x00
501			Transportation: Est. vol _____ @ $ _____ per _____				
Discount			Add'tl. Trans.(surcharge) Per Cwt ☐ Orig. 1.00 ☐ Dest. .90			130.50	
on Linehaul			Cartage: To Whse _____ From Whse _____ Mi. _____				
			Extra Pick ups or Deliveries: No. _____ At _____				
			Excessive Carry - Total Feet: _____ Less 75 Feet _____ Ft. -				
			Elevators, NBR of Elevators at Orig. _____ NBR of Elevators at dest. _____				
			Stair Carry - Orig. - NBR Flights _____ - Dest. - NBR Flights _____				
			Piano Handling: Out _____ In _____ Hoist _____				
			Warehouse Handling _____				
			Transit Storage: From _____ To _____				
			_____ lbs. @ _____ cwt first day; _____ cwt each additional day _____				
			S.I.T. Valuation Charge (10% of Storage Charge) _____				
			Valuation (Additional Liability) Charges 50¢ per $100 of declared value $ _____				
			Replacement value Protection $ _____ @ _____ per $100.00. _____				
			Appliance Services _____				
			containers (see below) _____				
			Packing (see below) _____				
			Unpacking (see below) _____				
			Labor _____ man/men for _____ hrs.; @ _____ (per man per hour)				
			Other services Federal Trans. related surcharge 4%			102.71	

If the total tariff char for the listed articles services exceed this r binding estimate by m than ten percent, th upon your request. carrier must relinqu possession of your sh ment upon delivery in vance of the paymen the total amount of ta charges shown on the of lading or freight bill. Y are still obligated to p the balance of the to charges within 30 day

Maximum amount to paid on delivery of y C.O.D. shipment in ca certified check or mon order is

$ _____

TOTAL ESTIMATED COST S $

ESTIMATED COST OF CONTAINERS, AND PACKING AND UNPACKING SERVICES	CU. FT.	CONTAINERS ESTIMATED NUMBER	CONTAINERS PER EACH	CONTAINERS TOTAL	PACKING ESTIMATED NUMBER	PACKING PER EACH	PACKING TOTAL	UNPACKING ESTIMATED NUMBER	UNPACKING PER EACH	UNPACKING TOTAL
Drum Dish Pack, Barrel (of not less than 5 cu. ft.)	5			$			$			$
Cartons Less than	3									
Cartons	3									
Cartons	4 1/2									
Cartons	6									
Cartons	6 1/2									
Wardrobe, Carton	10									
Crib Mattress Ctn.										
Mattress Carton, Twin Size (Not Exceeding 39" x 75")										
Mattress Carton, Regular Size (Not Exceeding 54" x 75")										
Mattress Carton, King /Queen (Exceeding 54" x 85")										
Mattress Carton (39" x 80")										
Mattress Cover										
Corrugated Containers										
Crates (Show Total Cu. Ft. Chargeable when cu. ft. rate applies)										
Crates when minimum rate applies										
		ESTIMATED CONTAINER	COSTS	$	ESTIMATED PACKING	COSTS	$	ESTIMATED UNPACKING	COSTS	$

NOTE TO CUSTOMER: Packing containers and materials are your property. The unpacking service Includes removal of these items unless you direct otherwise An additional charge will be assessed for disposal of packing materials from items unpacked by shipper or carrier on a date other than at delivery time.

Remarks: _____

NOTICE: Articles not to be shipped should be indicated by a 'check mark' in the column provided on the table of measurements.
If the prospective individual shipper has not previously been furnished with the publication OCP-100, Your Rights and Responsibilities When You Move, a written description of the carrier's customer and inquiry handling procedures, a concise accurate summary of any dispute settlement procedures in which the carrier participates, and a copy of Form OCP-101 Annual Performance Report if the carrier has delivered 100 or more C.O.D shipments to individual shippers in the preceding year. as required by the interstate Commerce Commission, he should be furnished them at this time.

(SIGNATURE OF SHIPPER OR HIS REPRESENTATIVE) DATE

MILBIN PRINTING INC P O BOX 160 FARMINGDALE, NY 11735 (516) 293-7300 FORM # --

BINDING ESTIMATE OF COST

I.C.C. No. MC 225621

3551 NORTHWEST 15th STREET
LAUDERHILL, FLORIDA 33311-4268
(305) 792-5600

FAMILY MOVING & STORAGE, INC. OF SOUTH FLORIDA

Date 7/20/94

Name of shipper James Morello Phone No. 846-0944
Address of shipper 53 Boggan St. Zip code
Shipment moving from Winthrop Ma to Clearwater Fla
Shipper's destination contact Phone No.

Packing Date Requested	Loading Date Requested	Delivery Date or period of time requested	Daily allowance
	July 27, 28	not B4 Aug 6	

COST OF SERVICES (Based on tariff HGB No. Section)

Wt. lbs.	'Boat Linear Ft. x 115 = wt. additive lbs.
'Bulky Article Wt. Additive lbs.	'Boat Trailer Lin. Ft. x 75 = wt. additive lbs.
Total Chargeable Wt lbs.	'Sailboat Lin. Ft. x 125 = wt. additive lbs.

RULE SEC. ITEM	SERVICES REQUIRED (BASE / ADD'L CWT)	CHARGES
50%	Transportation: Est. wt. 7250 lbs.; 1353 mi.; @ $135.35 $	$2567.67
Discount	Transportation: Est. vol @ $ per	
on linehaul	Add'tl. Trans. (surcharge) Per cwt ☒ Orig. 1.00 ☒ Dest. .80	130.50
	Cartage: To Whse From Whse. Mi.	
	Extra Pick ups or Deliveries: No. At	
	Excessive Carry - Total Feet: Less 75 Feet Ft.	
	Elevators, NBR of Elevators at Orig. NBR of Elevators at dest.	
	Stair Carry - Orig. - NBR Flights - Dest. - NBR Flights	
	Piano Handling: Out In Hoist	
	Warehouse Handling	
	Transit Storage: From To	
	lbs. @ cwt first day; cwt each additional day	
	S.I.T. Valuation Charge (10% of Storage Charge)	
	Valuation (Additional Liability) Charges 50¢ per $100 of declared value $	
	Replacement Value Protection $ 24,000 @ 8.50 per $100.00. 1000.00	172.50
	Appliance Services	
	Containers (see below)	
	Packing (see below)	
	Unpacking (see below)	
	Labor man/men for hrs.; @ (per man per hour)	
	Other services Fuel Tax related surcharge 4.1 cent	102.71
		$2774 TOTAL C

COST OF CONTAINERS, AND PACKING AND UNPACKING SERVICES	CU. FT.	CONTAINERS NUMBER	PER EACH	TOTAL	PACKING NUMBER	PER EACH	TOTAL	UNPACKING NUMBER	PER EACH	TOTA
Drum Dish Pack, Barrel (of not less than 5 cu. ft.)	5			$			$			$
Cartons Less than	3									
Cartons	3									
Cartons	4 1/2									
Cartons	6									
Cartons	6 1/2									
Wardrobe, Carton	10									
Crib Mattress Ctn.										
Mattress carton, Twin Size (Not Exceeding 39" x 75")										
Mattress Carton, Regular Size (Not Exceeding 54" x 75")										
Mattress Carton, King/Queen (Exceeding 54" x 85")										
Mattress Carton (39" x 80")										
Mattress Cover										
Corrugated Containers										
Crates (Show Total Cu Ft Chargeable when cu ft rate applies)										
Crates when minimum rate applies										
		CONTAINER COSTS		$	PACKING COSTS		$	UNPACKING COSTS		$

NOTE TO CUSTOMER. Packing containers and materials are your property. The unpacking service includes removal of these items unless you direct otherwise. An additional charge will be assessed for disposal of packing materials from items unpacked by shipper or carrier on a date other than at delivery time

NOTICE: Articles not to be shipped should be indicated by a "check mark" in the column provided on the table of measurements.

Remarks

FOR BINDING ESTIMATES: This binding estimate represents the charges for only those services listed hereon. Charges for any additional services will be added to the binding estimate price.

(SIGNATURE OF SHIPPER OR HIS REPRESENTATIVE) DAT

FORM # 983

MILBIN PRINTING. INC P O BOX 160. FARMINGDALE, NY 11735 (516) 293-7300

(SIGNATURE & TITLE OF ESTIMATOR)

Brenda

UNIFORM HOUSEHOLD GOODS BILL OF LADING AND FREIGHT BILL

I.C.C. No. MC 225621

I.C.C. NO.

3561 NORTHWEST 15th STREET
LAUDERHILL, FLORIDA 33311-4268
(305) 792-5600

FAMILY MOVING & STORAGE, INC. OF SOUTH FLORIDA

(5)

VEHICLE NO 921-922 Budd 921-922

08816

IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER

CONNECTING OR INTERLINING CARRIER (IF ANY) _____ ADDRESS _____ PHONE _____

RECEIVED, subject to classifications, tariffs, rules and regulations including all terms printed or stamped hereon or on the reverse side hereof in effect on the date of issue of this bill of lading.

SHIPPER JAMES MORELLOO DATE 7-27-94
ADDRESS 53 BEACON ST
FLOOR _____ ELEV _____ TEL 846-0944
CITY WINTHROP COUNTY _____ STATE MA

CONSIGNED TO SAME
ADDRESS _____
FLOOR _____ ELEV. _____ TEL. _____
CITY CLEARWATER COUNTY _____ STATE FLA.

ACTUAL PICKUP DATE	AGREED PICKUP DATE or period of time	GUARANTEED PICKUP DATE	AGREED DELIVERY DATE	GUARANTEED DELIVERY DATE
	7/27/28 (If applicable)	(If applicable)	CARRIERS CONV (If applicable)	(If applicable)

Daily Allowance

NOTIFICATION OF CHARGES

SHIPPER REQUESTS NOTIFICATION OF ACTUAL CHARGES TO PARTY SHOWN BELOW ☐ (C.O.D. SHIPPERS ONLY)

NOTIFY SAME
ADDRESS _____ TEL. _____

IN CASE OF DELAY, OR IF CHARGES EXCEED ESTIMATE BY MORE THAN 10%
NOTIFY SAME
ADDRESS _____ TEL. _____

Payment in Cash or Certified Check, Money Order Traveler's Check or Cashier's Check

BILLING INFORMATION
C.O.DD.

NAME
ADDRESS
CITY & STATE
ATTENTION OF

INSURANCE. The shipper declares the actual cash value of the shipment to be $ _____
Insurance Rate $ _____ per hundred dollars, premium $ _____
Signature _____

Tariff 400J
Section Net 3

	ORIGINAL	REWEIGH
Gross		
Tare		
Min. Wt.		

SERVICES	RATE BASE	RATE ADD'L CWT	CHARGES
Transportation 7250 Miles			2567.6
Cartage: To Whse From Whse Mi			
Total Containers Packing & Unpacking			
Add Transp. Charge - Orig 41.00 Dest 80	$1.80		130.5
Storage-In-Transit From To			
Warehouse Handling			
Extra Pickups or Deliveries: No. By			
Extra Labor Men Man Hrs.			
Flight Charge			
Excessive Distance Carry: 1 Feet	150		108.75
Valuation			
Piano Handling			
Appliance Servicing			
Elevator Stairs			
Weight Additive			
Other Charges 4% INS SC			102.7
Advanced Charges 26K INS SC	8.50		228.00
21,000 FWS			

SPECIAL SERVICES

☐ EXPEDITED SERVICE ORDERED BY SHIPPER DELIVERED ON OR BEFORE _____
☐ SHIPMENT COMPLETELY OCCUPIED A _____ CU. FT. VEHICLE
☐ EXCLUSIVE USE OF A CU. FT. VEHICLE ORDERED
☐ SPACE RESERVATION CU. FT. ORDERED
☐ AIR CONDITIONER ☐ WASHER
☐ _____ ☐ _____

AGENT AND SERVICE DATA

DATE LOADED AT RES.
BY
DATE LOADED AT WHSE
BY
BOOKED BY
ORIGIN AGENT
PACKED BY
HAULER 1.
FROM TO
HAULER 2.
FROM TO
UNPACKING
DATE DELIVERED
DRIVER

Agt. Code No.		CONTAINERS CU. FT	QTY.	RATE	EXT.	PACKING SCHEDULE CU. FT	QTY.	BY AGT.	RATE	EXT.	UNPACKING SCHEDULE CU. FT	QTY.	BY AGT.	RATE	EXT
	DRUM DISH PACK, BARREL (OF NOT LESS THAN 5 CU. FT.)	5				5					5				
	CARTONS LESS THAN	3				3					3				
	CARTONS	3				3					3				
	CARTONS	4 1/2									4 1/2				
	CARTONS	6				6					6				
	CARTONS	6 1/2				6 1/2					6 1/2				
	WARDROBE, CTN.	10				10					10				
	CRIB MATTRESS CARTON														
	MATTRESS CTN., TWIN SIZE (NOT EXCEEDING 39" X 75")														
	MATTRESS CTN., REG SIZE (NOT EXCEEDING 54" X 75")														
	MATTRESS CTN., KING/QU. (EXCEEDING 54" X 75")														
	MATTRESS CTN. (39" X 80")														
	MATTRESS COVER														
	CORRUGATED MIRROR CARTONS														
	CRATES														
	CRATES WHEN MINIMUM RATE APPLIES														
	TOTAL CONTAINERS					TOTAL PACKING					TOT. UNPACKING				

TOTAL CONTAINERS PACKING AND UNPACKING

"UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 60 CENTS PER POUND PER ARTICLE THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR AN AMOUNT EQUAL TO $1.25 FOR EACH POUND OF WEIGHT IN THIS SHIPMENT WHICHEVER IS GREATER
THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING $ _____
(TO BE COMPLETED BY PERSON SIGNING BELOW)

NOTICE THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT OR THE WORDS "60 cents per pound per article" OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A MAXIMUM VALUE EQUAL TO $1.25 TIMES THE WEIGHT OF THE SHIPMENT IN POUNDS

Replacement 21,000 7/27/94
SHIPPER DATE

Extraordinary (Unusual) Value Article Declaration
I acknowledge that I have prepared and retained a copy of the "Inventory of Items Valued in Excess of $100 Per Pound Per Article" that are included in my shipment and that I have given a copy of this inventory to the carrier's representative. I also acknowledge that the carrier's liability for loss of or damage to any article valued in excess of $100 per pound will be limited to $100 per pound for each pound of such lost or damaged article (based on actual article weight) not to exceed the declared value of the entire shipment unless I have specifically identified such articles for which a claim for loss or damage is made on the attached inventory.

Shipper _____ Date 7/27/94

Minimum Weight or Volume Charge	7250
Terms & Conditions for Payment of Total Charges Charges ☐ Prepaid ☐ C.O.D. XX	
Maximum amount to be paid at time of delivery to obtain delivery of an estimated C.O.D. shipment	
BALANCE DUE (30 Working Days, Credit Extended If Requested)	
Prepayment Collected By	
Paid in Full 3/30 — BALANCE DUE ▶	3130.

DELIVERY ACKNOWLEDGEMENT: SHIPMENT WAS RECEIVED IN APPARENT GOOD CONDITION EXCEPT AS NOTED ON INVENTORY, AND SERVICES ORDERED WERE PERFORMED
SIGNED _____
REQUESTED STORAGE _____ WAREHOUSE _____ CONSIGNEE _____
BY _____ MOVERS SIGNATURE _____ DATE _____ PER _____

MILBIN PRINTING INC P O BOX 160, FARMINGDALE, NY 11735 (516) 293-7300 FORM # 875

2. SHIPPING ORDER

CONTRACTOR OR CARRIER

HOUSEHOLD GOODS DESCRIPTIVE INVENTORY

PAGE NO 1 NO OF PAGES 5

Morello

OWNER'S GRADE OR RATING AND NAME

AGENT Family Mover

CARRIER'S REFERENCE NO.

CONTRACTOR BBL. NO.

ORIGIN LOADING ADDRESS CITY STATE

GOVT SERVICE ORDER NO

DESTINATION

VAN NUMBER 921-922

DESCRIPTIVE SYMBOLS

B/W BLACK & WHITE TV
C COLOR TV
CP CARRIER PACKED
PBO PACKED BY OWNER
CD CARRIER DISASSEMBLED
DBO DISASSEMBLED BY OWNER
PB PROFESSIONAL BOOKS
PE PROFESSIONAL EQUIPMENT
PP PROFESSIONAL PAPERS
MCU MECHANICAL CONDITION UNKNOWN

EXCEPTION SYMBOLS

BE BENT
BR BROKEN
BU BURNED
CH CHIPPED
CU CONTENTS & CONDITION UNKNOWN
D DENTED
F FADED
G GOUGED
L LOOSE
M MARRED
MI MILDEW
MO MOTHEATEN
R RUBBED
RU RUSTED
SC SCRATCHED
SH SHORT
SO SOILED
T TORN
W BADLY WORN
Z CRACKED

LOCATION SYMBOLS

1 ARM
2 BOTTOM
3 CORNER
4 FRONT
5 LEFT
6 LEGS
7 REAR
8 RIGHT
9 SIDE
10 TOP
11 VENEER
12 EDGE
13 CENTER
14 INSIDE

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR.

ITEM NO.	CR. REF.	ARTICLES	CONDITION AT ORIGIN	EXCEPTIONS (IF ANY) AT DESTINATION	ITEM NO.	CR. REF.	ARTICLES	CONDITION AT ORIGIN	EXCEPTIONS (IF ANY) AT DESTINATION
1	✓	Dresser Sc 48 9 5s 2 12 Sc 10 G 3 CH 5 6			6	✓	Speaker So Sc 95 10 4		
2	✓	Dresser Sc 3 9 10, 12, Sc 5 4, G 5 10			7	✓	Speaker So Sc 95-10 Br 3 W		
3	✓	Night Stand Sc 3 9 5 4 2, Sc 3 12 5			8	✓	Flat CTN / CU		
4	✓	Brass Head Board Sc 4			9	✓	1.5 CTN CU		
5	✓	Bed Frame on (5)		40		✓	7.5		
6	✓	Glass Top So			1	✓	1.5		
7	✓	Glass Top So			2	✓	1.5		
8	✓	Dresser Sc 10 9 4, Sc 3 4 All			3	✓	1.5 CTN CU		
9	✓	Desk w/w Sc 5 9 5 2			4	✓	Brown Bag		
10	✓	Office Chair w/w So M			5	✓	Brown Bag		
1	✓	Dresser Sc 10 9, 12 Sc 3			6	✓	6.0		
2	✓	Glass Top			7	✓	6.0		
3	✓	Glass Top			8	✓	4.5		
4	✓	Book Case w/w			9	✓	Dish Pack		
5		W/ Void OUT		50		✓	Plastic TWB		
6	✓	Pink Dresser Sc 10 9, Sc 12 All			1	✓	4.5		
7	✓	Head Board Sc 5 4 12			2	✓	1.5		
8	✓	Bed Frame on (2)			3	✓	1.5		
9	✓	Box Matt Single So			4	✓	1.5		
20	✓	Matt Single So			5	✓	1.5		
1	✓	Glass Top Sc			6	✓	1.5		
2	✓	Pink Book Case Sc All on (2) Shelves			7	✓	Mirror - Plate		
3	✓	Pink Dresser Sc 3 All 10 9 12 4 1			8	✓	4.5		
4	✓	White Header Board Sc 3 4			9	✓	1.5		
5	✓	Bed Frame on (2)		60		✓	1.5		
6	✓	Single Matt So			1	✓	1.5		
7	✓	Single Box So			2	✓	1.5		
8	✓	6 Clothes Baskets on (6)			3	✓	1.5		
9	✓	Plastic Tub Blue			4	✓	1.5		
30	✓	Plastic Tub Blue			5	✓	1.5		
1	✓	1.5 CTN CU			6	✓	4.5		
2	✓	1.5 CTN CU			7	✓	1.5		
3	✓	1.5 CTN CU			8	✓	Flat		
4	✓	1.5 CTN CU			9	✓	6.0		
5	✓	1.5 CTN CU			70	✓	6.0		

ITEM NO. REMARKS/EXCEPTIONS

"WE HAVE CHECKED ALL THE ITEMS LISTED AND NUMBERED 1 TO INCLUSIVE AND ACKNOWLEDGE THAT THIS IS A TRUE AND COMPLETE LIST OF THE GOODS TENDERED AND OF THE STATE OF THE GOODS RECEIVED"

WARNING BEFORE SIGNING CHECK SHIPMENT, COUNT ITEMS AND DESCRIBE LOSS OR DAMAGE IN SPACE ON THE RIGHT ABOVE.

TAPE LOT NO. TAPE COLOR

NOS. FROM THRU

	CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER) (SIGNATURE)	DATE		CONTRACTOR, CARRIER OR AUTHORIZED AGENT (DRIVER) (SIGNATURE)	DATE
AT ORIGIN		7/27/94	AT DESTINATION		8/7/
	OWNER OR AUTHORIZED AGENT (SIGNATURE)	DATE		OWNER OR AUTHORIZED AGENT (SIGNATURE)	DATE
		7/27/94			8/7/

(4)

SHIPPING DOCUMENTS

ICC No. MC 225621

3551 NORTHWEST 15th STREET
LAUDERHILL, FLORIDA 33311-4268
(305) 731-5400

FAMILY MOVING & STORAGE, INC.

DATE 7/27/94

ORDER NUMBER No 08816	ORIGIN MASS
SHIPPER Morello J	DESTINATION FLA
DATE OF LATEST BINDING ESTIMATE PRICE	

CHANGES AFFECTING COST

Prior Total Weight _____ / _____

Prior Total Cost $ _____

Description of Changes:

3 MEN ONE DAY

Shipper Angered to Paul & Long Charly

Amount

$ _____
$ 300 00
$ _____
$ _____
$ _____
$ _____
$ _____

(Changes in transportation charges shall include all applicable tariff items such as fuel surcharge, etc.)

Total Cost Changes $ _____

New Total Weight _____

New Total Cost $ _____

CHANGES NOT AFFECTING COST

Previous Dates For:		New Dates For:	
Packing		Packing	
Loading		Loading	
Unloading		Unloading	

New Delivery Address _____

I hereby appoint _____ as true and lawful agent for shipper, in shippers' name, place and stead, to give carrier instructions, perform all acts and to execute all documents pertaining to the transportation and services ordered until such time as said transportation and services are performed.

Change request made: ☐ Prior to Loading ☐ While Loading ☐ Enroute ☐ At Destination ☐ Other

By: ☐ Phone ☐ Wire ☐ In Person ☐ Representative ☐ Other

Representative _____

I have read the contents of this document and I agree to the changes noted herein as they affect my shipment.

Shipper _____ 7/27/94

MILBIN PRINTING, INC

If you're moving, learn to avoid costly mistakes

When we retired last year, we hired Terminal Van Lines of Clearwater to move us from Chicago to Florida.

Although a guaranteed-price contract was signed for $3,238, the driver increased the price to $3,600 because of alleged overweight. We paid that without complaint.

But many of our things are missing or broken, including a dresser mirror that the movers deny damaging even though we saw them do it. Many of the missing items were listed only as "boxes" on the bill of lading even though the contents were clearly marked on the outside of each box.

We are missing a boombox, linens and bedspreads, new tools, cookware and new clothes.

When our shipment arrived at our new home, the driver and his assistants were in a hurry and would not, when asked, check to see if everything was accounted for.

Terminal Van Lines refuses to make any settlement, not even a partial one. We would appreciate it if you could get something for our loss.

F.P.

Response: The people who suffer the biggest losses from moves are people like you who may only make one major move in their lives — usually when they retire.

Unless they educate themselves or get advice from an experienced friend, they will make big mistakes that will cost them big money.

Your first mistake:

Mary Williams of Terminal Van Lines Customer Service says you agreed to standard carrier liability — moving insurance — of 60 cents per pound per article. That is the least amount of coverage you can get and does not cost you anything. It is also nearly worthless.

Could you replace anything you own for 60 cents a pound? Even if your mover accepted your claim, that is all you would get.

Second mistake:

Your boxes should also have been numbered on the outside and, more important, when they arrived, *you*, not the movers, should have taken the time to check them off, **along with every** stick of furniture, **before** signing the inventory.

Naturally the driver and his **assistants will** not want to sit around and wait for you to do that. And some movers will intimidate you into signing without checking because they do not want you to discover any losses (or theft).

The inventory sheet clearly says, "WARNING — before signing check shipment, count items and describe loss or damage." You signed without indicating any loss or damage. Therefore, you have no basis for a claim.

Third mistake:

Your order for service gives a "guaranteed" moving price of $3,238. Your estimated cost of service sheet has the word "binding" written in front of the $3,238 total.

A binding estimate means the mover cannot

ACTION

JUDY GARNATZ HARRIMAN

charge you more, even if your shipment turns out to weigh more than estimated. But when the driver objected to the weight, you agreed to pay an additional $362. You did not need to do that.

Ms. Williams said her company was unable to locate any of your missing boxes. The driver said there was a good deal of confusion over what was to be transported. You chose a very limited valuation coverage and made no notations of missing or damaged items at delivery. For these reasons, your claim was denied.

We doubt you have any chance of collecting on the lost boxes, but you might consider filing a complaint with Interstate Commerce Commission over the $362 that was added to your binding estimate. Write to the commission at 3535 Market St., Suite 16400, Philadelphia, PA 19104.

Call maker for hard-to-find part

I have tried, among other places, Radio Shack and Bananas to find a replacement cartridge and needle for my turntable. A friend gave it to me some time ago and I'm told it is excellent equipment.

I would like to have it working when he returns from a trip to Russia, but nobody has the part.

The manufacturer is Bang & Olufsen of Denmark. Can you help?

Jack Lamb

Response: Bang & Olufsen of America Inc. has a toll-free number — *(800)* 323-0378.

Reaction

I got cards from *both* Hanes T-shirt offers. The, revised shipping dates.

At least now I have an address I can write to if I don't get them. Thanks. I'll keep you informed.

Sylvia Hohscheid

Action solves problems and gets answers for you. If you have a question, or your own attempts to resolve a consumer complaint have failed, write: Times Act&n, P.O. Box 1121) St. Petersburg, FL 33731) or call your Action number, 8934171, to leave a recorded request for Action.

Requests will be accepted only by mail or on our voice mail system; calls cannot be returned. We will not be responsible for personal documents, so please send only photocopies. If your complaint concerns merchandise ordered by mail, we need copies of both sides of your canceled check.

We may require additional information or prefer to reply by mail; therefore, provide a full mailing address, including ZIP code. Upon request, names will not be published.

ORDER FOR SERVICE

I.C.C. No. MC-225621

3561 NORTHWEST 15th STREET
LAUDERHILL, FLORIDA 33311-4213
(305) 792-5600

BEKINS STORAGE, INC.
OF SOUTH FLORIDA

Butch

CARRIER'S REG. NUMBER
921-922

IN CASE OF NEED: CONTACT TRAFFIC CONTROL MGR. AT ABOVE ADDRESS OR TELEPHONE NUMBER — REFER TO THIS REG. NO.

SHIPPER: JOSEPH MORELLO
ADDRESS: 53 BEACON ST
FLOOR ____ ELEV. ____ TEL. 617-846-0944
CITY: WINTHROP STATE: MA

CONSIGNED TO: SAME
ADDRESS ____
FLOOR ____ ELEV. ____ TEL. ____
CITY: CLEARWATER STATE: FLA.

CARRIER'S DELIVERING AGENT OR INTERLINING CARRIER (IF ANY)
NAME ____ ADDRESS ____ CITY ____ STATE ____ PHONE ____

LOCATION OF CERTIFIED SCALE TO BE USED IN WEIGHING SHIPMENT AT ORIGIN

PACKING DATE REQUESTED (if applicable)	AGREED PICKUP DATE OR PERIOD OF TIME	GUARANTEED PICKUP DATE (if applicable)	AGREED DELIVERY DATE OR PERIOD OF TIME (if applicable)	GUARANTEED DELIVERY DATE (if applicable)	GUARANTEED SERVICE DATES (if applicable)
	7-27-28		CARRIERS CONV.	Daily Allowance	

SHIPPER'S CONTACT EN ROUTE

NAME: SAME
ADDRESS ____
CITY ____ STATE ____ PHONE ____

SHIPPER'S CONTACT AT DESTINATION

NAME: SAME
ADDRESS ____
CITY ____ STATE ____ PHONE ____

SHIPPER DOES NOT ☐ DOES ☐ REQUEST NOTIFICATION CHARGES PRIOR TO DELIVERY AT
NAME ____
ADDRESS ____
CITY ____ STATE ____ PHONE ____

7250 2979.38

BINDING ESTIMATE CHARGES ☒ YES ☐ NO

Transportation ____ Oest. Services ____
Origin Service ____ Valuation Chg. ____
Total Charges ____

Total Charges above cover only the articles and services indicated on binding estimate accompanying this order for service, signed by representatrve of both the carrier and shipper Total charges are guaranteed for ____ days from date of signing.

Non-Binding Estimated Charges $2979.38
110% Collection Option (COD) $3277.32

BALANCE DUE 30 DAYS AFTER DELIVERY

Payable To C.O.D.

BILLING INFORMATION — Type of Shipment ☐ Chge ☐ PPD ☒ COD
NAME ____
ADDRESS ____
CITY ____ STATE ____
ATTENTION OF: ____

SERVICES TO BE PERFORMED ON THIS SHIPMENT

SPECIAL SERVICE ORDER BY SHIPPER

APPLIANCE SERVICING
☐ Air Conditioner
☐ Television ☐ Record Player
☐ Dishwasher ☐ Range
☐ Refrigerator ☐ Washer
☐ Freezer ☐ Dryer

☐ Exclusive Use of Vehicle ____ Cu. Ft.
☐ Space Reservation ____ Cu. Ft.
☐ Length of Space Ordered ____ Ft.
☐ Expedited Service ☐ Complete Occupancy
☐ Excessive Carry ☐ Elevator ☐ Stairs
☐ Piano or Organ Carry ☐ Labor
☐ Hoisting or Lowering ☐ Auxiliary Service
Transit Storage: ____ Origin ____ Destination ____

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 60 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR AN AMOUNT EQUAL TO $1.25 FCR EACH POUND OF WEIGHT IN THE SHIPMENT, WHICHEVER IS GREATER.

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING $____ (to BE COMPLETED BY PERSON SIGNING BELOW).

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE. IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE Of THE SHIPMENT. OF THE WORDS "60 cents per pound per article." OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A MAXIMUM VALUE EQUAL TO $1.25 TIMES THE WEIGHT OF THE SHIPMENT IN POUNDS.

X James Morello 7/27/84
SHIPPER DATE

Shipper may elect this protection option excluding the released rate and declared value options by signing below. (BY so doing shipper assents to the terms of replacement value protection plan as provided in carriers tariffs.) Otherwise the shipment is released as provided in MC-SOS, elsewhere declared herein.

Shipper hereby releases the entire shipment to a value not exceeding $____ Per lb. or $____, whichever is greater.

SIGNATURE OF SHIPPER OR HIS AGENT

ADDITIONAL INFORMATION:

THE SHIPPER (OR HIS REPRESENTATIVE) BY HIS SIGNATURE HEREBY ORDERS THE SERVICES OUTLINED HEREIN TO BE PERFORMED ON HIS BEHALF; AND FURTHER ACKNOWLLDGPS THAT ALL ARRANGEMENTS ARRANGEMENTS CONTACT WHILE EN ROUTE AND/OR AT DESTINATION, METHOD OF PAYMENT, AND NOTIFICATION OF CHARGES ARE AS DESIGNATED BY HIM.

7/27/84 James Morello
SHIPPER OR HIS REPRESENTATIVE

THE CARRIER, BY SIGNATURE OF ITS REPRESENTATIVE, HEREBY ACCEPTS THIS ORDER FOR SERVICES AND AGREES TO PERFORM THE SERVICES OUTLINED HEREIN AND TO COMPLY WITH SUCH OTHER ARRANGEMENTS ARE SPECIFIED.

DATE ____ CARRIER'S REPRESENTATIVE

BUSINESS REPLY FORM

Reference No. 9409133

Complainant:
JAMES MORELLC

Complete name of Firm or Individual: FAMILY MOVING AND STORAGE

Address: 3551 N.W 15 STREET LAUDERHILL, FLORIDA 33311

Telephone: 305-792-5600

Name of President: JOHN PORCARO

Name of Owner: JOHN PORCARO

Name, address, and telephone number of person to contact for additional information:
NOELIA SMITH 305-792-5600, 3551 N.W 15 street LAUDERHILL, FL

Please state your position below or you may respond on separate letterhead.

WE ARE IN RECEIPT OF YOU&LETTER CONCERNING MR. MORELLO'S COMPLAINT FOR POOR SERVICES AND DAMAGES. WE ARE AWARE OF THE TROUBLES MR. MORELLO EXPERIENCED DURING HIS MOVE AND EXTEND OUR DEEPEST APOLOGIES. I HAVE SENT MR. MORELLO A RELEASE FOR COMPENSATION AS WELL AS FOR HIS CLAIM OF DAMAGES. (SEE ATTACHED) WE ARE WAITING FOR THE COMPLETED RELEASE AND UPON RECEIPT WE WILL ISSUE A DRAFT IN SETTLEMENT. PLEASE CONTACT ME IF WE CAN BE OF ANY FURTHER SERVICE TO YOU.

THANK YOU.

Please return completed form to:
Pinellas County Department of Consumer Affairs
P.O. Box 17268
Clearwater, FL 34622-0268

(Signature)
Noelia Smith

RECEIVED
OCT 03 1994
PINELLAS COUNTY
CONSUMER AFFAIRS

FAMILY MOVING AND STORAGE
3551 N.W. 15th STREET
LAUDERHILL, FL 33311
(305) 792-5600

THIS AGREEMENT BETWEEN FAMILY MOVING AND STORAGE AND _____
JAMES. MORELLO
WILL READ AS FOLLOWS: THREE HUNDRED DOLLARS....
CONSIDERATION FOR THE SUM OF $ 300.00 I HEREBY RELEASE FAMILY MOVING AND STORAGE FROM ANY AND ALL CLAIMS', OF WHAT SO EVER NATURE, CONCERNING THE MOVING AND STORAGE OF MY ACCOUNT. PAYMENT DOES NOT CONSTITUTE ANY ADMISSION BY SECOND PARTY THAT WE IMPROPERLY OR WRONGFULLY ACTED IN ANY MATTER OR FASHION.

I HAVE MADE THIS 'SETTLEMENT AGREEMENT WITH FAMILY MOVING AND STORAGE IN GOOD FAITH AND HEREBY RELEASE, ACQUIT AND FOREVER DISCHARGE SAID FAMILY MOVING AND STORAGE, THEIR AGENTS, INSURERS, HEIRS, EXECUTORS, EMPLOYEES AND REPRESENTATIVES AND ESPECIALLY ANY AND ALL MATTER IN CONNECTION WITH THE MOVING AND STORAGE OF MY ACCOUNT WITH FAMILY MOVING AND STORAGE TOTALLY ADJUSTED TO MY COMPLETE SATISFACTION.

I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT AND AGREE TO THE ABOVE SETTLEMENT RELEASE, AND HEREBY ACKNOWLEDGE RECEIPT OF THIS RELEASE.

SIGNATURE _____

STATE OF _____
SWORN TO ME ON THIS _____ DAY OF _____ 19_____
BEFORE ME AND PERSONALLY CAME _____
TO ME KNOWN AND KNOWN TO ME TO BE THE SAME PERSON NAMED ABOVE ON AND WHO EXECUTED THE FOREGOING APPLICATION AND ACKNOWLEDGES TO ME THAT HE HAS EXECUTED THE SAME

SIGNATURE _____

_____
PRINTED NAME OF NOTARY