

Ref: #97252

July 25, 2006

Ms. Jennifer Kinder  
PO Box 8882  
Tacoma, WA 98418

Dear Ms Kinder:

I am following up from our phone conversation of July 12, 2006 where we discussed your complaint against All My Sons Moving and Storage ( #97252). You had called Chairman Sidran's office earlier in the week and since he was unable to return your call right away, I was asked to contact you in a prompt manner. During our conversation, you asked me to respond to several issues in writing and I'll do my best to address all your issues.

First, I'm very sorry to learn about the poor service you received from All My Sons Moving & Storage (All My Sons). After reviewing your complaint and reading your initial letter to the Commission, I realize you had a very bad experience and are understandably upset. As we discussed, many of your issues are outside our regulatory authority.

I also understand that you originally sent your letter of complaint to the Department of Transportation (DOT) on November 21, 2005, where nothing happened. The letter was not forwarded to us and I have no way of knowing why not. We did receive your second letter on May 15, 2006, along with a copy of the November 21, 2005, letter. We opened a complaint against All My Sons on May 15, 2006.

During our investigation of your complaint, we noted six violations of the Washington Administrative Code (WAC) against All My Sons. These violations were brought to the attention of Business Practices staff that recently completed an investigation of All My Sons.

Additionally, I asked one of my senior staff to review your complaint to see if there is anything else we can do to help. After that review, we noted two more violations against All My Sons. The first for providing a verbal estimate which is not allowed and the second for having incorrect information on their claim form. We found no other violations of the WACs.

I will address your issues in a question and answer format below.

**Q- Why wasn't I told about All My Sons' history of complaints when I first contacted the Commission?**

A- As a practice, we do not go into the complaint history of a company unless asked. It is not something that is asked of us very often. We regulate hundreds of companies and my staff cannot always know about specific companies until they open a complaint against that company and look at its history. I am receptive to your suggestion that my staff should provide more historical information about companies and we will look into implementing something to accomplish that. We do provide information about complaint history on our web site and it can be accessed at [www.wutc.wa.gov/consumer/stats](http://www.wutc.wa.gov/consumer/stats). You and I discussed where this information is located on our web site and I will work to make that information easier to find.

**Q- Why doesn't the UTC have the authority to shut down All My Sons for repeated violations of Commission rules?**

A- The Washington State Legislature writes and authorizes the laws we implement. We can only take compliance action when we have legislative authority and we must provide technical assistance to companies who violate the WACs before we can pursue other actions. As you know from the compliance report you received, we just finished an investigation of All My Sons and the results indicated multiple violations of the WACs. We recommended monetary penalties and that matter is currently being reviewed by our Commissioners for a decision.

If you want to ask the legislature to enact tougher laws you can contact one of your legislators. Based on the address you provided, your state legislators are: Senator Debbie Regala, (360) 786-7652, Representative Dennis Flannigan, (253) 593-2345, and Representative Jeannie Darneille, (253) 593-2343. Your federal legislators are: US Representative Adam Smith, (253) 896-3775, US Senator Maria Cantwell, (253)572-2281, and US Senator Patty Murray, (206) 553-5545.

**Q- What is your role and the role of the Attorney General?**

A- The role of the Commission is to regulate the rates, services, and practices of privately-owned utilities and transportation companies, including electric, telecommunications, natural gas, water, and solid waste collection companies, pipeline safety, private commercial ferries, buses, and motor carriers. Our consumer affairs office helps consumers resolve disputes with regulated companies. We have oversight over the services the companies provide, the prices charged and some aspects of service delivery.

The primary function of the Attorney General's Consumer Protection Division is to enforce Washington State's Unfair Business Practices Act—Consumer Protection Act, RCW 19.86. The Consumer Protection Act prohibits unfair and deceptive business practices occurring in trade or commerce. The division also enforces various other trade and consumer protection laws by initiating lawsuits against businesses which harm the public by repeatedly using unfair and deceptive business practices. The Attorney General's Office is authorized to bring legal action only in the name of the state of Washington, and is prohibited from serving as an attorney for individual consumers.

**Q- I expect full replacement to be paid by All My Sons immediately.**

A- You were contacted by the insurance company for All My Sons and will need to work through its claims process to resolve your claim. The insurance company is VanLiner Insurance Company and can

Ms. Kinder  
July 25, 2006  
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be reached at 1-800-325-3619. You stated in your letter to the Commission that your landlady took digital pictures when your furniture was being unloaded. You should be able to use these photos as evidence of the damage. If not, the Office of the Insurance Commissioner may be able to help with your claim. You can reach them at 1-800-562-6900.

On May 19, 2006, you called the commission and stated that Mr. Kermit Escribano, President of All My Sons, contacted you and offered to sell you additional insurance/valuation for up to \$500 that would allow him to pay for the damage claim. You told me you contacted the National Insurance Crime Bureau to report this offer. You also might consider contacting the Office of the Insurance Commissioner and VanLiner Insurance Company to report this offer.

**Q- I expect the Department of Transportation to investigate everything about this business. I request that the DOT look at the All My Sons personnel records and their training methods and their claims of customer service that they do not provide.**

A- The Utilities and Transportation Commission (UTC) has recently completed an investigation of All My Sons' business practices. You were mailed the final report of that investigation on June 30, 2006. We are doing everything under our jurisdiction to hold this company accountable and treat its customer's right.

**Q- I assert that they are abusive to employees by not making arrangements for eating breaks and proper training, and especially by having young men out working until midnight with no contact with their company, no one to call if they should be injured or have truck problems.**

A- As we discussed on the phone, the Department of Labor and Industries (L&I) has jurisdiction over working hours and meal periods. You mentioned that you contacted L&I to report All My Sons. If you want to follow up with L&I, they have a 1-800-426-7233 safety toll free number that you can call.

Enclosed is a complete copy of your complaint and all the documents that are part of the file. You should have received all this information after your last request, but if not, here is a copy of all the documents. I'm sorry we weren't able to help you more.

Sincerely,

David Pratt,  
Assistant Director for Consumer Affairs

Attachments

cc: Dennis Shutler, Consumer Program Specialist  
Steve King, Director, Safety and Consumer Protection  
Mark Sidran, Chairman

Washington UTC Complaint

97252

Company: ALL MY SONS MOVING & STORAGE OF SEATTLE INC

Customer: Account# BL 25943

Michael and Jennifer Kinder

Contact:

2930 39th NE

Tacoma, WA 98422

Phone: (253) 921-3975

Complaint: 97252

Serviced by: Dennis Shutler

Opened on: 05/15/2006

Grouped by: Quality Of Service

Closed on: 07/20/2006

Disposition: Company upheld

Description:



On 9-29-05 All My Sons Moving & Storage of Seattle, Inc. (All My Sons) provided a residential household goods move for Ms, transporting her household goods from her old residence located on 44th Street in Tacoma to her new residence located at 39th NE in Tacoma. During Ms' relocation, numerous personal items were damaged during due to the negligence of All My Sons employees.

Ms called All My Sons numerous times requesting a damages claim form and All My Sons always promised a claim form but failed to provide Ms with the form. Ms wants All My Sons to provide the claim form as it has promised on numerous occasions.

Results:

The company did eventually provide Ms the requested damages claim form. Ms' claim for damages has been turned over to All My Sons insurance company and only they will process the matter further. Ms should likely expect to receive a contact by the insurance company early during the week of 7-03-06.

Staff reopened and recorded two additional violations on 7-20-06. Reclosed same date.

Activity:

Activity Links

\*\*\* 05/15/2006 10:05 AM Letter: Dennis Shutler >> Ms



I received a 10-page letter from Ms.

SEE ATTACHMENTS:

*See Attachment 1*

\*\*\* 05/15/2006 01:45 PM Email: Dennis Shutler >> Email Complaints; describano



Passing a new complaint.

Please provide staff photocopies of all documentation pertinent to this customer's move, this documentation should at a minimum include, but not be limited too: bill of lading(s); estimate(s); driver's records of duty status or time cards; itemized list of goods shipped; etc.

\*\*\* 05/15/2006 01:46 PM Email: Dennis Shutler << Auto Response



Thank you, your message has been received

\*\*\* 05/18/2006 04:09 PM Fax: Dennis Shutler << All My Sons



I received a 4-page fax from All My Sons.  
I called Kermit and requested an additional mailed legible copy of their bill of lading.  
Kermit stated he would mail me a legible copy as soon as possible.

SEE ATTACHMENTS: *See Attachment 2*

\*\*\* 05/19/2006 10:24 AM Phone: Dennis Shuttler >> Ms



Ms called and stated Kermit called her and offered to sell her additional insurance/valuation for up to \$500 to allow him to then pay Ms for her damage claim.

Ms asked about the damages/claims process and she appeared to be disappointed to find the UTC is limited in its abilities by the current rules (WAC), to make a mover settle a complaint to the customer's satisfaction.

I told Ms that ultimately, she may choose to take further action against this mover through the civil court system.

Ms asked that I send her copies of the rules pertinent to claims/damages and Ms provided her e-mail address for me to forward the information to.

\*\*\* 05/25/2006 09:55 AM Letter: Dennis Shuttler << All My Sons



I received a 3-page letter from Kermit.

SEE ATTACHMENTS: *See Attachment 3*

\*\*\* 05/26/2006 04:09 PM Violation: 480-15-740(1) -



VIOLATION: One (1) violation of Washington Administrative Code (WAC) 480-15-740(1) / Tariff 15-A, Item 95(2)(e), Bills of Lading, against All My Sons Moving & Storage of Seattle, Inc. (All My Sons) for failing to list the exact dates of the packing, loading, transporting, delivering, unloading, and unpacking upon this customer's bill of lading.

\*\*\* 05/26/2006 04:18 PM Violation: 480-15-740(7) -



VIOLATION: One (1) violation of Washington Administrative Code (WAC) 480-15-740, Bills of Lading, against All My Sons Moving & Storage of Seattle, Inc. (All My Sons) for failing to list the total mileage between the origin and destination, including any intermediate stops upon the customer's bill of lading.

\*\*\* 05/26/2006 04:25 PM Violation: Tariff 15-A, Item 95(2)(o) -



VIOLATION: One (1) violation of Washington Administrative Code (WAC) 480-15-740(8) / Tariff 15-A, Item 95(2)(o), Bills of Lading, against All My Sons Moving & Storage of Seattle, Inc. (All My Sons) for failing to make a notation upon the company's bill of lading rather than this consumer was given or this consumer refused the commission's brochure "Your Rights and Responsibilities as a Moving Company Customer." This customer requested a copy of the commission's brochure but All My Sons' employee did not have one to give Ms and he then tried to verbally state issues from the commission's brochure. All My Sons employees never provided this customer the commission's brochure she requested.

\*\*\* 05/26/2006 04:47 PM Violation: Tariff 15-A, Item 80(4) -



VIOLATION: One (1) violation of Washington Administrative Code (WAC) 480-15-490(5) / Tariff 15-A, Item 80(4), Payment of charges, against All My Sons Moving & Storage of Seattle, Inc. (All My Sons) for failing to accept the method of payment which was agreed to at the initial phase of the shipper's move, upon

payment of the final bill.

\*\*\* 06/02/2006 12:05 PM Email: Dennis Shutler << JC Beaulac



cc: to Dennis

Cynthia (company)-

After repeated emails and calls, I still don't have a response from you. I tried to reach someone again today. The person(s) who answer your corporate phones are as confused as everyone else I worked with at All My Sons. First, they told me the CEO is named Bobby and he could be reached at 301/483-8556. Then I was told that the Claims Department Supervisor is Erika Kelly and I was connected to the Maryland office!!!

Finally, I called your office again and asked for the supervisor. I was told it was you and put on hold and promptly disconnected. Although the person knew my name, she did not bother to call back after she disconnected me. Yesterday I was given a different name for the supervisor of claims. I left a message on a man's answering machine yesterday whom I was told is the supervisor. Of course, he never returned my call. My telephone records will document all the calls I have made trying to get assistance. This is just what happened in Tacoma in the months following the move.

My experience with All My Sons continues to be a nightmare. Eight months of a nightmare.

I asked that you have this situation remedied by June 1. You asked for more time. It is noon in Tacoma and I will wait one more hour to hear from you. At that point I will be compelled to make the calls I was instructed to make.

\*\*\* 06/02/2006 12:08 PM Phone: Dennis Shutler << Company



The company called and will offer Ms \$3000 as a one time customer courtesy refund to satisfy her complaint.

The company is to copy me on its offer.

\*\*\* 06/09/2006 04:57 PM Email: Dennis Shutler >> kescribano



On 6-02-06, I received a call where I was told All My Sons will offer Ms \$3000 as a one time customer courtesy refund to satisfy this customer's complaint, and the company was to copy me on its offer.

Has this check been drafted and sent to the customer?

On what date was this check sent to the customer?

\*\*\* 06/12/2006 01:10 PM Fax: Dennis Shutler << All My Sons



I received a 34-page fax from All My Sons.

*See Attachment 4*

SEE ATTACHED COMPANY LETTER TO THE CUSTOMER AND SUPPORTING DOCUMENTS:

\*\*\* 06/14/2006 09:56 AM Email: Dennis Shutler >> Cynthia Taylor



Please provide an update.

Regarding this documentation you have provided me, what is the total weight of all the items listed in the customer's damages claim which All

My Sons is making a settlement offer towards?

Please define all steps in your determining your settlement proposal, and the total settlement to be offered to this customer.

Also, please provide the check number, the amount it is written for, and the date it is mailed to this customer.

\*\*\* 06/14/2006 10:30 AM Phone: Dennis Shutler << All My Sons



Ms Taylor called regarding the proposed settlement offer.

I asked Ms Taylor what LOB I noticed on her settlement sheets stood for and Ms Taylor defined LOB as Loss Of Beauty.

I told Ms Taylor that All My Sons was not allowed to value a customer's property by the "LOB" as is addressed within the documentation she faxed to me.

I told Ms Taylor that All My Sons was required to value the damaged property at \$0.60 per lb as is stated in the Tariff.

I told Ms Taylor the Tariff does not list LOB as an option for valuating a customer's property.

I directed Ms Taylor to obtain weights for all claimed items All My Sons was liable for, as is outlined in the Tariff, and provide me the total weight to be valuated at the \$0.60 per lb.

Ms Taylor stated she would revise the statement and get back to me with the total of the revised refund to be provided to this customer.

\*\*\* 06/14/2006 12:53 PM Email: Dennis Shutler << JC Beaulac



Hi Dennis - I still am waiting to hear about the lawsuits history of All My Sons and the info about who will look at the consumer complaint issues. Thanks. Jennifer Beaulac Kinder 253/921-3975

\*\*\* 06/14/2006 01:13 PM Email: Dennis Shutler >> JC Beaulac



We will have no information or documentation pertaining to any civil cases brought forth against All My Sons.

We will have other consumer's informal complaints which will be provided to you.

For what specific time period are you requesting information/documentation for?

\*\*\* 06/14/2006 01:51 PM Email: Dennis Shutler >> Records Center; Vicki Elliott



I have a complainant who is requesting information and documentation regarding staff investigations, and formal/informal complaints completed and filed against All My Sons.

Vicki, has BP completed any investigation on AMS that we may be able to provide a copy to my complainant?

RC, have any formal complaints been filed against AMS that I could have copies of to provide a copy to my complainant?

\*\*\* 06/14/2006 02:24 PM Email: Dennis Shutler << JC Beaulac



Dennis: The AG's office told me you have the information on the many lawsuits against All My Sons and when you and I spoke Friday, you were going to get back to me about it. It sounds like you are not remembering my complaint situation.

Jenny

\*\*\* 06/14/2006 03:24 PM Email: Dennis Shutler << Cynthia Taylor



Here is the information that you requested. Please let me know your decision ASAP.

\*\*\* 06/14/2006 03:30 PM Email: Dennis Shutler >> JC Beaulac



Good afternoon again Ms Beaulac:

Like I said in my previous e-mail, as I'm told by my supervisor, we have no information or documentation pertaining to any civil cases brought against All My Sons. (regardless of that which your contact at the AG's office is telling you)

I am in the process of gathering all information and documentation we have regarding any staff investigations, formal complaints, and informal complaints, for your use.

Your complaint is still open and active, consequently, I'm unable to provide either yourself or All My Sons that information until I close your complaint with both yourself and All My Sons.

I will contact you once I've gathered all the documentation.

Not to worry, I fully remember your complaint issues and I'm nearing the final portion of my investigation. Once your complaint is both completed and closed with both you and All My Sons, I will e-mail you the text of your complaint for your use.

Please have a little more patience, All My Sons legally has ten business days to respond to my every inquiry.

I'm currently awaiting another response regarding the proposed settlement All My Sons intends to offer you.

\*\*\* 06/14/2006 04:08 PM Email: Dennis Shutler >> Cynthia Taylor



During our phone conversation on 6-02-06 you stated All My Sons was intending to offer this customer a \$3000 settlement.

Is this offer no longer being considered by All My Sons?

All My Sons must offer and then provide this customer a settlement that at a minimum meets the stipulations outlined in the Tariff. (i.e.: the \$0.60 per lb, or a larger amount to satisfy)

Please provide me the check number, date it was sent, amount it is written for, and the means by which All My Sons determined that amount.

\*\*\* 06/14/2006 05:42 PM Email: Dennis Shutler << JC Beaulac



The WUTC is handling a complaint I have made against All My Sons Moving Company. There has been quite a bit of confusion about who handles the consumer issues such as false advertising and customer service. The Attorney General's office tells me all moving companies are handled by the UTC. The UTC says they don't handle consumer issues and that L & I handles employee issues. I have forwarded my complaint to L & I, but am being shuffled back and forth about the consumer issues. Additionally, I was told by your office that the WUTC has information about other lawsuits against this company, but they say they do not. I request the information about other lawsuits and complaints. Please help me find out who is actually in charge of those records as well as consumer issues with moving companies.

Thank you. Jenny Beaulac Kinder 253/921-3975

\*\*\* 06/14/2006 05:43 PM Email: Dennis Shutler << JC Beaulac



Thank you, Dennis. Probably the last three years. Jenny

\*\*\* 06/15/2006 02:59 PM Email: Suzanne Stillwell << Baker, Kathleen/Manager AG's office



-----Original Message-----



From: Baker, Kathleen (ATG)  
Sent: Thursday, June 15, 2006 2:50 PM  
To: Alexander, Kristin (ATG)  
Subject: RE: All My Sons Info

I will follow up with my contact at the UTC. Kathleen

-----Original Message-----

From: Alexander, Kristin (ATG)  
Sent: Thursday, June 15, 2006 9:50 AM  
To: Baker, Kathleen (ATG)  
Subject: FW: All My Sons Info

Hi Kathleen, Looks like this one could use your finesse. Thanks,  
Kristin Alexander  
Public Information Officer  
Washington State Attorney General's Office  
(206) 464-6432/fax: (206) 587-5636  
kalexander@atg.wa.gov  
www.atg.wa.gov

-----Original Message-----

From: JC Beaulac [mailto:jcbeulac@comcast.net]  
Sent: Wednesday, June 14, 2006 5:42 PM  
To: Alexander, Kristin (ATG)  
Cc: Dennis Shutler  
Subject: Fw: All My Sons Info

The WUTC is handling a complaint I have made against All My Sons Moving Company. There has been quite a bit of confusion about who handles the consumer issues such as false advertising and customer service. The Attorney General's office tells me all moving companies are handled by the UTC. The UTC says they don't handle consumer issues and that L & I handles employee issues. I have forwarded my complaint to L & I, but am being shuffled back and forth about the consumer issues. Additionally, I was told by your office that the WUTC has information about other lawsuits against this company, but they say they do not. I request the information about other lawsuits and complaints. Please help me find out who is actually in charge of those records as well as consumer issues with movng companies.  
Thank you. Jenny Beaulac Kinder 253/921-3975

----- Original Message -----

From: "Dennis Shutler" <dshutler@wutc.wa.gov>  
To: "JC Beaulac" <jcbeulac@comcast.net>  
Sent: Wednesday, June 14, 2006 1:13 PM  
Subject: Re: All My Sons Info

Good afternoon Ms Beaulac: We will have no information or documentation pertaining to any civil cases brought forth against All My Sons. We will have other consumer's informal complaints which will be provided to you. For what specific time period are you requesting information/documentation for? Thank you.

Dennis D. Shutler  
WUTC Consumer Program Specialist  
Safety & Consumer Protection Division  
(360) 664-1108 phone  
(360) 664-4291 fax

"JC Beaulac"  
<jcbeulac@comcas

t.net>

To "Dennis Shutler"

06/14/2006 12:53 <dshutler@wutc.wa.gov>

Subject All My Sons Info

Hi Dennis - I still am waiting to hear about the lawsuits history of All My Sons and the info about who will look at the consumer complaint issues. Thanks. Jennifer Beaulac Kinder 253/921-3975

\*\*\* 06/15/2006 04:00 PM Phone: Suzanne Stillwell << customer



Called customer to help her to understand the UTCs role, its jurisdiction, and limitations, too. I explained the informal complaint process, and discussed that the company has rules it must follow, and that Dennis is reviewing the complaint to ensure the company is in compliance, and to point out where they are not. I talked about the recent business practices investigation as a result of complaints like hers. Dennis will be sending her a copy of the investigation. I also explained that we will do the best we can do to assist her in her claim; however, we have no jurisdiction over the amount of the settlement. If she is not satisfied with it, she will need to go to court to fight for more.

She is pleased with the work Dennis has done so far. She was going to contact Kermit directly, and I recommended that she wait until Dennis completes his investigation since he is attempting to negotiate with the company.

She also talked about doing a class-action suit, and I explained that she can do this, however, she would have to carry the burden of proof.

\*\*\* 06/15/2006 10:41 PM Email: Dennis Shutler << JC Beaulac



I had an informative phone call from Susan Stilwell today. I appreciated hearing that the documentation of the other complaints, etc. against All My Sons Moving is being sent to me.

I am, however, really blown away to learn the numbers of complaints against All My Sons and the level to which it has escalated and yet this information is apparently not available to the consuming public! Even after I sent in my complaint to the WUTC last November, I was never informed about this situation until now!! It would have been very helpful in my dealings with this disreputable business to have known that they are in trouble at this magnitude. What is the point of having the WUTC and its investigative processes -informal or otherwise- when the citizens of the State don't even benefit from such critical information and activities? I tried again to locate anything about this issue on the internet tonight. Nothing. And I am pretty good at internet research.

I believe this information should have been the very first thing I was told when I originally called your office in the days after this horrible move.

I did find Better Business Bureau information. The majority of the remarks seem to indicate that All My Sons made settlement offers which were declined, but because they made the offer, the BBB closed the case. My wild guess is that this was the fabulous 60 cents per pound offer which I also would reject. Powerful lobbies must have made a stupid compensation like that into Washington State law. Not much in my house has that low of a value. This was the ONLY amount I was allowed to select by All My Sons at the time they demolished my belongings. I will be calling the BBB tomorrow for more information.

I am still confused about the seeming gap between help for consumer issues such as the Attorney General's Office is supposed to provide, and the protection for consumers that is the jurisdiction of the WUTC. I will be waiting to see how that works out.

An additional concern I now have is the easy confusion between the Washington Utilities and Transportation Commission and the Washington State Department of Transportation. After my letter was sent to you in November, many emails were sent to the wrong agency. Apparently, they do not see fit to respond to the emailer that they have the wrong address or to forward the email to the WUTC in case it is for them. The confusion is understandable and based on the informal poll I conducted at a school meeting this evening, not too many people would know the difference OR know where to complain or get information about a moving company.

These are troubling discoveries for me and I am also troubled at the way the resolution of my problem is going with All My Sons. I hope that in this coming week you will be very aggressive in getting this settled for me so that I can think about other things.

\*\*\* 06/16/2006 08:44 AM Email: Dennis Shutler << Cynthia Taylor



The offer that was extended to the shipper was for the \$2080.00 FINAL. That amount is supported in the documentation I emailed you. That settlement offer was based on the .60 per LB per article.

She rejected the offer on the telephone, and then asked for our Insurance information - which I provided.

Are you saying that we still need to issue her a check for the \$2080.00?

If I sent that settlement offer out to her she would first need to sign our settlement offer paperwork, then a check would be issued. Please clarify....

\*\*\* 06/19/2006 02:06 PM Email: Dennis Shutler << Danielle Hunich



I would like to take a few minutes to respond to your e-mail and clarify a few points you referenced. It is the BBB's mission and goal to provide consumers with referrals as much as we can when appropriate. You mentioned that was not offered during your initial call to our office and we have addressed this with our department and are sorry that was your experience. You inquired about complaints closed as "administratively closed" which is defined on our website to mean "BBB determined the company made a reasonable offer to resolve the issues, but the consumer did not accept the offer. During our conversation I provided a few referrals and thought I would put them in this e-mail to you.

Federal Trade Commission (877-382-4357)

Chamber of Commerce (253-627-2175).

Please let us know if we can be of any further assistance. You will hear from us directly when we get response from the business.

\*\*\* 06/19/2006 03:47 PM Email: Dennis Shutler >> Cynthia Taylor



Within the 34-page fax, you provided me on 6-12-06, that documentation included items All My Sons was estimating the value through the items at its LOB.

Does your revised settlement offer completely address all items addressed as LOB and only the items All My Sons is liable for under the tariff?

If it does not, please provide a revised settlement sheet.

\*\*\* 06/19/2006 03:54 PM Email: Dennis Shutler << JC Beaulac



Dennis, I am waiting to hear from you. The woman from your office asked me to hold off contacting All My Sons until I heard from you today because you were gone last Friday.

Cynthia Taylor has now asked me for photos, contrary to what she told me when she asked for the list.

I'm waiting to hear from you. Thanks.

\*\*\* 06/19/2006 04:33 PM Email: Dennis Shutler >> JC Beaulac



I am still waiting for All My Sons to respond to me regarding my most recent inquiry to them. I'm unable to close with either yourself or All My Sons until I receive that response. Hopefully, All My Sons will respond in the morning. I will respond to you promptly afterwards.

\*\*\* 06/19/2006 07:02 PM Email: Dennis Shutler << JC Beaulac



Thanks!

\*\*\* 06/20/2006 10:24 AM Email: Dennis Shutler << Cynthia Taylor



Just checking in to see how things are progressing with this claimant.

\*\*\* 06/20/2006 10:49 AM Email: Dennis Shutler << JC Beaulac



Today I called the NICB again and filled in missing information about Kermit Escribano, President of All My Sons and gave his contact information to the National Insurance Crime Bureau regarding his demand that I pay him \$500 to obtain back-date insurance on my household goods for the move his company made for me last November. I have added NICB to the email list. Their contact number is 1-800-835-6422.

Additionally, I called the Tacoma-Pierce County Chamber of Commerce, as I was directed to do by Danielle at the Better Business Bureau. The Chamber had no idea at all why I would call there. They stated that the Better Business Bureau takes complaints on businesses and they have nothing to do with anything like that. This troubles me because I again run into the problem of misinformation and lack of communication between consumer protection entities. Chamber of Commerce (253-627-2175)

I also called the FTC based on the BBB suggestion. Danielle gave me the phone number of Federal Trade Commission (877-382-4357). Carol at the FTC took my lengthy report, including my problems with the many complaints about AMS on file with different agencies, and no way for the consumer to have easy access to this information. My complaint number is #845-6720. I filed a "Freedom of Information Act" request for the FTC's information on All My Sons. There may be a charge to receive this information. I will be curious to compare the information on file for the UTC/FTC/BBB/L&I/and whether or not the AG's office keeps a record of how many complaints it has sent on to the UTC, as they say they do.

Today I am waiting to hear from Dennis at the UTC. I was asked to wait to contact All My Sons again until I heard from him.

\*\*\* 06/20/2006 11:50 AM Email: Dennis Shutler >> Cynthia Taylor



M. Taylor:

You say you are just checking in with me, however:  
Here is the text of the inquiry I sent to you just yesterday afternoon.  
Please respond.  
Thank you.


Ms Taylor:

Within the 34-page fax, you provided me on 6-12-06, that documentation included items All My Sons was estimating the value through the items at its LOB.

Does your revised settlement offer completely address all items addressed as LOB and only the items All My Sons is liable for under the tariff?  
If it does not, please provide a revised settlement sheet.  
Thank you.

Dennis D. Shutler  
WUTC Consumer Program Specialist  
Safety & Consumer Protection Division  
(360) 664-1108 phone  
(360) 664-4291 fax

\*\*\* 06/20/2006 12:08 PM Email: Dennis Shutler << Cynthia Taylor

 Yes it does.....all items contained in her claim that we are liable for, were calculated at .60 cents per LB.


Not the Loss of Beauty .

I corrected it after I spoke to you and before I submitted the revised document to you.


I hope this helps.

Please advise.

\*\*\* 06/20/2006 04:03 PM Email: Dennis Shutler << Cynthia Taylor

 Why did you send me this ? I sent you a reply to your question. What am I missing?


\*\*\* 06/20/2006 04:28 PM Email: Dennis Shutler >> Cynthia Taylor

 Check to ensure you're pulling my messages (every message) in the order I've sent them to you. Your responses seem to skip around as you merely checked in before responding to my question. You could better follow all our correspondences to see what I'm talking about when I forward you a copy of the text of my investigation actions.

As I will forward to Ms at the conclusion of my investigation, I will also forward you a copy of the entire text of Ms' complaint once I've closed this complaint with both you and the complainant.


I had several lengthy meetings today and was unable to close this complaint today, however, I intend to close this complaint tomorrow morning.

\*\*\* 06/21/2006 10:51 AM Email: Dennis Shutler << Cynthia Taylor

 Thanks for your reply. I will wait for the updates. I am sorry for any confusion on my part. It is not my intention to make either of our jobs any harder than it already is (at times) :)

Thanks for your involvement. Have a Blessed Day!

\*\*\* 06/21/2006 11:25 AM Phone: Dennis Shutler >> Ms

 I called Ms to discuss the closing settlement offered by All My Sons. Ms stated she has only been offered a settlement of \$500 and now All My Sons is requesting pictures and is also sending out a representative to view the damaged items.

Ms questions why All My Sons has offered staff a final settlement offer yet All My Sons is sending out a claims representative.

I told Ms I would contact All My Sons and find out why she hasn't been offered the \$2080 settlement offer I was given.

\*\*\* 06/21/2006 11:34 AM Email: Dennis Shutler >> Cynthia Taylor



I called Ms to discuss the final settlement of \$2080 she has been offered by All My Sons.  
Ms stated she has only been offered a settlement of \$500 and now All My Sons is requesting pictures and is also sending out a representative to view the damaged items.  
Ms questions why All My Sons has offered staff a final settlement offer yet All My Sons is sending out a claims representative.  
Is this customer's settlement amount still being reviewed and subject to change, or is the \$2080 a final-final settlement offer?  
Please respond.

\*\*\* 06/23/2006 11:47 AM Voice Mail: Dennis Shutler << Cynthia Taylor



Ms Taylor called and requested I return her call in order to better clarify a few issues.

\*\*\* 06/23/2006 01:51 PM Email: Dennis Shutler >> Cynthia Taylor



I've called to talk with you but have not gotten through to a live body.  
Please respond via e-mail.

\*\*\* 06/26/2006 08:42 AM Phone: Dennis Shutler >> Cynthia Taylor



I called and asked Ms Taylor to tell me what the final settlement to be offered to Ms; when Ms is offered that amount; and what was Ms' response in acceptance to the final settlement offer.  
Ms Taylor stated she would get back to me today.

\*\*\* 06/28/2006 11:57 AM Email: Dennis Shutler >> Cynthia Taylor



I've not yet received a response regarding the last offer submitted to Ms.  
Please respond.

\*\*\* 06/30/2006 08:17 AM Email: Dennis Shutler << Cynthia Taylor



I spoke with Judy from Vanliner, our insurance company. I have learned that any settlement offer previously extended to Ms. Kinder has been revoked. The insurance company has their procedures for processing a claim. Part of that does include an inspection of the damage items contained in the claim.  
A company has been assigned to go out and complete an inspection. There has been no offer of \$500 from the insurance company. All communication from Ms. Kinder should be directed to the insurance company's claim adjuster; not to any representative of All My Sons Moving & Storage.

The adjuster's contact information is listed below. Please feel free to contact her for any additional information.

\*\*\* 06/30/2006 09:26 AM Email: Dennis Shutler >> Cynthia Taylor



Thank you for your response.  
However, staff will not be corresponding directly with All My Sons insurance company.  
The insurance company may very well be working with your customer towards an eventual settlement, however, All My Sons will continue to respond to staff regarding any and all actions regarding this customer's complaint and All My Sons will provide staff updates pertinent to any settlement to be offered to this customer.  
All My Sons will notify me once a settlement is determined and offered to this complainant, with the complainant's response.  
I look forward to reviewing the final settlement to be offered to this customer.

\*\*\* 06/30/2006 09:35 AM Email: Dennis Shutler << Cynthia Taylor



Yes Sir.

\*\*\* 06/30/2006 10:30 AM Phone: Dennis Shutler << Ms



Ms called and stated All My Sons insurance company has not contacted her to further the settlement process.

\*\*\* 06/30/2006 10:34 AM Email: Dennis Shutler >> Cynthia Taylor



Ms called and stated All My Sons insurance company Vanliner has not contacted her to further the settlement process.

Please notify me when Vanliner has contacted this customer as initiated its determination process.

\*\*\* 06/30/2006 11:13 AM Action: Dennis Shutler



Today, I mailed Ms:

BP Audit dated April 2005

Example of Formal Complaint, Docket TV-021248

Examples of all Informal Complaints on file to date

\*\*\* 06/30/2006 11:22 AM Email: Suzanne Stillwell >> customer



Customer is increasingly unhappy that nothing is happening with her complaint. Last Friday in a discussion with Dennis he said that there have been discrepancies, and was going to call the company now and call her right back. He did not, and she is calling again today. Also, the info that was requested earlier was never sent. I advised her that it will be sent today.

She wonders why no one knows about the UTC, why information about complaints isn't on the website, etc. I explained that we do not have a budget for advertising, however, we are listed in the phone directories, we partner with other organizations to get our word out, we make presentations, attend home shows & fairs, etc. We're trying our best to see that more people know about what we do so that we can help.

I explained that if she is not satisfied with the end result of our investigation, that she will need to go to court. She wants me to provide names & numbers to lawyers because she can't afford one. I explained that I will get back to her with the name of an orgn. that helps low income. And, she can call around to see if an attorney would represent her. Ask for referrals for someone who works with low income.

\*\*\* 06/30/2006 12:20 PM Voice Mail: Suzanne Stillwell >> customer



LM w/number of NW Justice Project for low income legal assistance.

\*\*\* 06/30/2006 01:46 PM Phone: Dennis Shutler >> All My Sons



I called Cynthia Taylor, to see if the initial settlement offer of \$2080 would be offered today in an attempt to resolve this customer's complaint.

Ms Taylor said "Absolutely not, this matter has been turned over to our insurance company and only they will process the matter further"

Ms Taylor stated Ms should likely expect to receive a contact by the insurance company early next week.

I told Ms Taylor that I would contact the customer and relay that information, and then I would close out my investigation with both the complainant and All My Sons.

\*\*\* 06/30/2006 03:18 PM Phone: Dennis Shutler >> Ms

I called Ms and told her that her claim for damages has been turned over to All My Sons insurance company and only they will process the matter further. I told Ms that All My Sons stated she should likely expect to receive a contact by the insurance company early during the week of 7-03-06. I told Ms I was closing her complaint.

\*\*\* 06/30/2006 03:33 PM Email: Dennis Shutler >> kescribano; Cynthia Taylor

Mr. Kermit Escibano and Ms. Cynthia Taylor, All My Sons Moving & Storage of Seattle, Inc. (All My Sons):

Thank you for your time and efforts in working this consumer's complaint issue. I called Ms and told her that All My Sons stated this matter has been turned over to its insurance company and only they will process her damages claim further. I told Ms that All My Sons stated she should likely expect to receive a contact by the insurance company early next week. I told Ms that I was closing her complaint and you too may now consider this consumer's complaint closed as well. Again, I thank you.

However, during my investigation into this consumer's move, I have recorded violations of the commission's rules against All My Sons, as follows:

One (1) violation of Washington Administrative Code (WAC) 480-15-740(1) / Tariff 15-A, Item 95(2)(e), Bills of Lading, against All My Sons Moving & Storage of Seattle, Inc. (All My Sons) for failing to list the exact dates of the packing, loading, transporting, delivering, unloading, and unpacking upon this customer's bill of lading.

WAC 480-15-740(1) Information required on a bill of Lading. You must list on the bill of lading all information necessary to determine tariff rates and charges. Any element that you use in determining transportation charges must be clearly shown on the bill of lading. This information includes, but is not limited to: (1) The date the shipment was packed, loaded, transported, delivered, unloaded and unpacked.

One (1) violation of Washington Administrative Code (WAC) 480-15-740, Bills of Lading, against All My Sons Moving & Storage of Seattle, Inc. (All My Sons) for failing to list the total mileage between the origin and destination, including any intermediate stops upon the customer's bill of lading.

WAC 480-15-740(7) Information required on a bill of Lading. You must list on the bill of lading all information necessary to determine tariff rates and charges. Any element that you use in determining transportation charges must be clearly shown on the bill of lading.

One (1) violation of Washington Administrative Code (WAC) 480-15-740(8) / Tariff 15-A, Item 95(2)(o), Bills of Lading, against All My Sons Moving & Storage of Seattle, Inc. (All My Sons) for failing to make a notation upon the company's bill of lading rather this consumer was given or this consumer refused the commission's brochure "Your Rights and Responsibilities as a Moving Company Customer." This customer requested a copy of the commission's brochure but All My Sons' employee did not have one to give Ms and he then tried to verbally state issues from the commission's brochure. All My Sons employees never provided this customer the commission's brochure she requested.

Tariff 15-A, Item 95(2)(o) Bills of Lading, If the shipment will be rated under hourly rates, states: (2)



Information that must be included on Uniform Household Goods Bill of Lading: (o) A notation that the customer was provided a copy of the brochure "Your Rights and Responsibilities as a Moving Company Customer" or that the customer refused a copy when it was offered.

One (1) violation of Washington Administrative Code (WAC) 480-15-490(5) / Tariff 15-A, Item 80(4), Payment of charges, against All My Sons Moving & Storage of Seattle, Inc. (All My Sons) for failing to accept the method of payment which was agreed to at the initial phase of the shipper's move, upon payment of the final bill.

Tariff 15-A, Item 80(4) Payment of charges, states: (4) The method of payment must be determined before the move and must be shown on the bill of lading. Carriers may require a cash, cashier's check or money order, or may choose to accept credit cards, debit cards or personal checks. The method of payment that is agreed upon must be accepted during all phases of the move, including payment of the final bill.

In addition, All My Sons must discontinue the practice of placing an "X" on its bills of lading, specifically directing the consumer where to initial in each section. Consumers must be allowed the opportunity to make their own choices, not simply accept the direction or choices selected for them by the company.

Please ensure the above listed items will be implemented into All My Sons future practices and operations.

\*\*\* 06/30/2006 03:38 PM Action: Dennis Shutler



Upon closing with both Ms and All My Sons, Ms requested I e-mail her the text of her complaint.

\*\*\* 06/30/2006 03:47 PM Email: Dennis Shutler >> Michael and Jennifer Kinder



Good afternoon Ms. Beulac:

As you've requested, here is the text of your complaint.  
Thank you.

\*\*\* 06/30/2006 04:12 PM Action: Dennis Shutler



Text would not e-mail, had to print and mail.

\*\*\* 07/01/2006 09:45 AM Email: Dennis Shutler << Cynthia Taylor



Yes, Sir.

\*\*\* 07/05/2006 09:09 AM Email: Dennis Shutler << Cynthia Taylor



Thank you Mr. Shutler. I appreciate your involvement. These items will be taken care of.

\*\*\* 07/11/2006 02:10 PM Phone: David Pratt >> Email Complaints



I attempted to contact the Ms today per request from the Chairman's office.  
Left message asking her to call me back.

\*\*\* 07/12/2006 11:11 AM Phone: David Pratt >> Email Complaints



I called Ms today and talked to her about her complaint. She was upset that I returned her call instead of Mark Sidran. I explained that he was very busy and he wanted someone to get back to her in a timely manner and that's why I


was calling. She then went on to tell me that she was disgusted with the Commission and our lack of doing something for her. She suggested that staff should have told her about All My Sons bad record when she first called and we were negligent for doing so. She also expressed disappointment that the UTC is not well known and we should be doing a better job of informing citizens of our existence. I explained that we are in the process of expanding our outreach program to do just that.

We had a very long conversation with her repeatedly telling me the commission was worthless and asking why we even existed if we could not put All My Sons out of business. I tried to explain that it is not our job to put them out of business but to ensure that they are following state rules. She then asked, what's the point if they don't and you don't do anything about it. I explained that we note violations and can assess monetary penalties. She had just read the Business Practices compliance report on their investigation of All My Sons and told me she was upset that we hadn't notified the public of this firm when they had such a bad history of complaints. I was unable to tell her more about the compliance actions because I don't know the status.

She went on to review her bad experience with All My Sons and provided many of the details already contained in this complaint record. She then demanded that I write her a letter admitting that staff should have told her about All My Sons history on the first call and address each specific item in her original complaint letter. It should be noted that the original letter received from this consumer was dated November 31, 2005 but we did not receive it until May 15, 2006. She evidently sent it to the Department of Transportation in November 2005 and it got lost. When she finally contacted us with another letter dated May 8, 2006, she included the original letter dated November 31, 2005 and wanted to know why she hadn't heard back from us. She knew we hadn't received any letter but kept insisting we should have been doing something.


I closed the conversation by agreeing to write her a letter addressing her specific issues in the November 21, 2005 letter.

\*\*\* 07/20/2006 01:48 PM Violation: 480-15-640(1) -

 VIOLATION: One (1) violation of Washington Administrative Code (WAC) 480-15-640(1) / Tariff 15-A, Item 85(5), Verbal Estimates, against All My Sons Moving & Storage of Seattle, Inc. (All My Sons) for providing this customer a verbal estimate prior to performing this customer's residential move. In Ms' letter to staff dated 11-21-05, Ms states that on either 11-26-05 or 11-27-05, she booked a move through Laurie of All My Sons for 10-29-05 at \$90 per hour and Laurie helped Ms estimate four hours to load and unload the truck.

This alleged violation is further substantiated by Ms' statement that on the day of the move, 10-29-05, the payment arrangement was to be in cash for what had been calculated was to be about \$400. Ms had this in cash. That's what Ms expected the job to cost. Jake (All My Sons employee) then told Ms that she needed to have a credit card, that he wanted payment before he would unload the truck. Ms gave him the \$400 in cash and took out her check-book to write the check for the difference but Jake then demanded a credit card, wanting almost \$700. Ms reminded Jake it was agreed that she would pay the difference with a check, Jake refused, telling Ms that he was afraid she would stop payment on the check.

\*\*\* 07/20/2006 02:05 PM Violation: 480-15-800 -

 VIOLATION: One (1) violation of Washington Administrative Code (WAC) 480-15-800, What must I do if a shipper is not satisfied with my service?, against All My Sons Moving & Storage Of Seattle Inc (All My Sons) for providing this customer a damages claim form with language listing the incorrect time period (30

days from date of delivery) by which a customer must submit their claim to the company. The language on All My Sons claim form does not meet the requirements set forth by commission rule, which clearly states a customer has nine (9) months from the date of the move to file a damages claim with the company. All My Sons must revise the language on its claim form to meet the commission's rule requirements.

\*\*\* 07/20/2006 02:45 PM Email: Dennis Shutler >> kescribano; ctaylor



Mr. Kermitt Escribano and Ms. Cynthia Taylor, All My Sons Moving & Storage of Seattle, Inc. (All My Sons):

After further review of this customer's complaint with staff and management, I find I must reopen this customer's complaint to correct the record by recording a violation of the commission's rules, as follows:

In Ms' letter to staff dated 11-21-05, Ms states that on either 11-26-05 or 11-27-05, she booked a move through Laurie of All My Sons for 10-29-05 at \$90 per hour and Laurie helped Ms estimate four (4) hours to load and unload the truck.

This alleged violation is further substantiated by Ms' statement that on the day of the move, 10-29-05, the payment arrangement was to be in cash for what had been calculated was to be about \$400.

Ms had this in cash.

That's what Ms expected the job to cost.

One (1) violation of Washington Administrative Code (WAC) 480-15-640(1) / Tariff 15-A, Item 85(5), Verbal Estimates, against All My Sons Moving & Storage of Seattle, Inc. (All My Sons) for providing this customer a verbal estimate prior to performing this customer's residential move.

WAC 480-15-640(1) Verbal Estimates. (1) May I give verbal estimates to prospective shippers? states: Verbal estimates are not allowed. Household goods carriers must provide all estimates to perspective shippers in writing.

The language on All My Sons Claim Form does not meet the requirements set forth by commission rule, which clearly states a customer has nine (9) months from the date of the move to file a damages claim with the company.

One (1) violation of Washington Administrative Code (WAC) 480-15-800, What must I do if a shipper is not satisfied with my service?, against All My Sons Moving & Storage Of Seattle Inc (All My Sons) for providing this customer a damages claim form with language listing the incorrect time period (30 days from date of delivery) by which a customer must submit their claim to the company.

WAC) 480-15-800, What must I do if a shipper is not satisfied with my service? States, in part: The shipper has nine months from the delivery date or the date the household goods should have been delivered, to file a claim for loss and damage.

In addition, Ms alleged to staff on 5-19-06 that Kermitt Escribano called her and offered to switch her valuation coverage from the \$.60 per lb. Ms had signed off on the bill of lading for, to that of a higher level of valuation if Ms would pay an additional \$500 or \$600. Such an action or offer by the company is not allowed by commission rule, law, or tariff.

All My Sons must revise the language on its claim form to meet the commission's rule requirements.  
All My Sons must not provide potential shippers a verbal estimate of the total charges for their move.  
All My Sons may not offer to change the level of the shipper's chosen valuation coverage after the move has taken place.

You may now again consider this customer's complaint reclosed.

*Attachment #1*

Jennifer Beulac Kinder  
PO Box 8882  
Tacoma, WA 98418  
253/921-3975

May 8, 2006

Washington Utilities & Transportation Commission  
Consumer Affairs  
PO Box 47250  
Olympia, WA 98504  
Attn: Dennis  
360/604-1108  
Fax: 360/664-4291

Dear Mr. Dennis:

I wrote a letter of serious complaint to you last November. I assumed that you were investigating and resolving this complaint for me. I have heard nothing from you or from All My Sons Moving these months.

I am requesting immediate response and resolution. I am still suffering the consequences of this calamity and I am expecting compensation within the next two weeks.

Please help me with this outrage. When consumers have these type of experiences and loss, it seems impossible to be compensated without the help of a greater authority. I am really asking for your immediate assistance.

Sincerely,

*Jennifer Kinder*  
Jennifer Beulac Kinder

RECEIVED  
DISTRIBUTION CENTER

2006 MAY 15 AM 7:34

STATE OF WASH.  
WUTC

RECEIVED

MAY 15 2006

CONSUMER AFFAIRS

Jennifer Beaulac Kinder  
PO Box 8882  
Tacoma, WA 98418  
253/921-3975

November 21, 2005

Washington Utilities & Transportation Commission  
Consumer Affairs  
PO Box 47250  
Olympia, WA 98504  
Attn: Dennis  
360/604-1108  
Fax: 360/664-4291

**COPY**

Dear Dennis:

I have recently experienced one of the most overwhelming and malicious experiences I have ever had at the hands of All My Sons Moving and Storage. As a result of being moved by this company, I have lost \$400 in cash, suffered terrible stress and emotional trauma, many of our furnishings are damaged and forever gone, and indirectly, I was injured trying to finish the job they were hired to do.

We moved from 1651 South 44<sup>th</sup> Street to 2930 - 39<sup>th</sup> Avenue NE, both in Tacoma. We had to move on short notice because our house was sold as part of my father's estate and the court approved the sale unexpectedly early.

I called All My Sons Moving and Storage two or three days before we needed to move. I called them based upon their full-page ad in the phone directory, and their TV advertisements. In the ads and on their telephone messages while holding, All My Sons promises the following, among other claims:

Services:

Old-fashioned care

We care about you

We won't be happy until you are

If you need to move into a hurry, we can provide the service

We can move you on Saturday

Courteous and well-trained staff

We wrap your furniture at no extra charge

Your furniture is as important to us as it is to you

We don't require drawers to be emptied

We uncover, place, and set up your belongings in your new home

We are licensed piano movers

We have modern trucks with lifts  
If you need to solve a problem, we can help

On September 26 or 27, 2005, I booked the move for two movers and a truck at 4 PM, October 29 for \$90 per hour. The person who booked this for me was named Laurie. I explained to her that the probate court required me to move by the 30<sup>th</sup> of September, and that my spouse was having total knee replacement surgery on September 28th and would not be there to help. I was really under the gun. She assured me that everything would be fine. She helped me estimate four hours to load and unload the truck.

At that appointed time, two "movers" arrived, smoking at my door and saying that they were here for an "inventory job". One was named Jake. I told them I had hired a move. They returned to their van, made a call on a cell phone, and came back from their truck with a contract. These two young men were dirty and sweaty and they looked and behaved like they were utterly exhausted. I learned that they had just come from another moving job that they had been on all day. This disturbed me, but I was in the stressed-out mode of packing and moving, and having my husband in the hospital with a major surgery, so I did not have the concentration or the time leeway to send them away or confront their company. **I HAD TO MOVE!**

As the clock had started, I was concerned about the long time it took to review and sign the contract. I was surprised that all of this had not been done prior to the move with the woman on the phone. It was full of things I did not understand, or had not been told prior to booking the move. This was very upsetting, because **I HAD TO MOVE!!** The house would become someone else's at midnight on September 30. Jake pretended to explain the contract to me, but he could not answer any of my questions. He said the first statement on the contract, "Rights and Responsibilities Guide," is what he was explaining to me. The contract says I was given a book. I marked that I had a verbal explanation and then asked questions about the insurance. Jake called someone again, (walking away from me with the cell phone) and returned saying it was Washington State law. I was trapped into either signing the contract, or having no movers. I had no way of knowing at the time I initialed the insurance statement that I was stepping into one of the worst nightmares of my life.

The payment arrangement was to be in cash for what had been calculated was to be about \$400. I had this in cash. That's what I expected the job to cost. Jake then told me that I had to have a credit card. I asked to speak with someone at his company, and Jake gave me a Seattle number to call. The person I spoke with said my check for the balance, if it was over \$400, would be fine. Additionally, Neal, to whom I spoke, said that I would not be required to pay a fuel surcharge because no one had notified me of this. **I wrote this on the contract signed it.** Jake also signed it and the loading began. (copy of contract attached)

I gave the movers a tour of the house. It took them a long time to get started. They seemed disoriented, tired, and inexperienced. They finally began to carry smallish things

into the truck. I was disturbed by their lack of organization in loading, but did not want to alienate them, and so I said nothing.

After almost three hours of loading, I called the Tacoma All My Son's office and expressed my concern with the slowness and disorderliness of the loading. I felt trapped. I had to move and these movers were spending great amounts of time inside the truck trying to arrange and rearrange the haphazard load. They took a lot of smoke breaks. They were slow and wandered around the house and yard a lot. The office told me that when it came time to do the payment, "Dave" would be back and "knock off a few hours." I was told the owner had gone to pick up his sick wife from Arizona. I resigned myself to the process. I was getting more and more worried and more uncomfortable with these movers as time went by, but I was afraid to say anything.

It was pouring rain. I looked out the window to see my furniture and boxes piled in the yard getting soaked as the movers pulled things out of the truck and rearranged constantly. They would carry things out of the house, set it on the parking strip, and go back into the house, leaving things to be rained on. The floor of the van was soaked and muddy. I did not know they were setting my bed and furniture in this mud.

While moving the washing machine, Jake caused a small flood in the basement. The other mover turned off the water main when I showed him where I thought it was. They said nothing more and I thought they had reattached the pipe. It turned out they had broken the pipe. (When I came back at midnight, there was no water available in the house. They did not clean up the water. They did not even move the things that ended up sitting in the water and various items and boxes were loaded soaking wet.)

It was after 9 PM when they finished loading and left me with much more to do, including large items I could not move by myself, including a refrigerator from the basement, all my large lamps, chairs, everything in the garage, all the food in the kitchen, and many boxes. We left for the new house. I could not believe how long this loading took and I had no idea what to do about all that was left in the old house.

Jake was totally starving and told me to stop at a gas station mini-mart so that he could get some "dinner."!!! I know he had not eaten in all these hours and I suspect they had not eaten much all day. I was so uncomfortable with this idea of stopping with the huge van and two men I didn't know. By this time, I was also exhausted and stressed beyond thinking very clearly about what to do with these movers. On the short trip, we passed two gas station mini-marts and both were closed. So I drove directly to the house and told Jake he could drive around the area for his food stop on his own. I wondered if they would deduct this from their time, but he said he would rather just unload the truck.

I began unpacking my car. Jake said he wanted payment before unloading. He said he guessed at the time he would be done as 12:15. I gave him the \$400 in cash and took out my checkbook to write the check for the difference. I expected him to call his boss for the correct amount minus "a few hours". But after his phone call, Jake demanded a credit card. He wanted almost \$700 immediately! I reminded him it was agreed that I would

pay the difference with a check. He refused, saying that he was afraid I would stop payment on the check! He said he could not afford the loss because he hardly makes anything for his work. I told him to check with "Dave" who was going to arrange the discount and he got angry. In the meantime, Jake's original partner had disappeared, and a new person appeared in my house for the unloading.

**Jake then told me he was going to drive the truck WITH ALL MY BELONGINGS to the "shop". He refused to tell me where the "shop" was. He refused to give me the name or phone number of whom he was calling for these instructions! He refused to unload my belongings!**

I tried to call the Tacoma office of All My Sons and got nothing – just ringing – no answering machine or service. I called numerous times while Jake sat in the truck. I did not at that time have a copy of the paperwork with the Seattle office phone number on it and kept calling the number I had from the phone book. Jake had all the paperwork. Jake was unable to give me any other contact information. I was feeling stunned. I called the police.

Jake would not wait for the police, would not take my check, got angry when I asked him why he even loaded my household belongings onto the truck if he had questions about the payment arrangements. He said he was told he did not have to wait for the police. **HE LEFT WITH ALL MY BELONGINGS TO AN UNKNOWN DESTINATION.** There was no answer at the All My Sons office, I had no other contact information, and I was left in an empty house. This company had drivers and trucks out and there was no one in the office. These employees were exhausted, confused, hungry, had no experience or training and had erratic behavior. I was completely helpless in the situation.

The police arrived a good while later and I reported the theft of my belongings, as well as the \$400, which I had given Jake. (Incident Notification Report # 05-2721369) Since there was nothing at all in the new house, I returned to the old house because at least I had a blanket there. My bed, my medications, my refrigerator were on the truck. All my food was rotting in the kitchen. I had expected to return there many hours earlier to transport it to the new house in my car. There was no water to flush the toilet or take a shower available in the old house due to the pipe I discovered was broken. I had to lay on the floor in a sleeping bag and never was able to get to the hospital to visit my husband. I also never slept. I could not believe this was happening to me.

From here, things actually got worse. Early the next day, I reached the office. It seemed in confusion. I finally learned that the mysterious "Dave" was David Escrabano who is the general manager. I also spoke with a Steve and finally Neal, who was the original person I had talked to about taking my check for the difference.

They said they would send my belongings back to the house, that Jake had been fired, and that they wanted another nearly \$400 and that they could not verify that my \$400 had



been taken!!! They did agree to move the rest of the household items that were not loaded due to the poor packing of Jake and his partner.

A short while later, as I was getting ready to leave for the new house, the All My Sons truck pulled up! Three men got out and said they were here to deliver the things. I was amazed. The office had sent them back to the house it was taken from. The three men told me how Jake had been fired and that they were All My Sons "best team." I showed them everything that was left to move and explained that they were at the wrong location to unload. The names of this crack team were Malik Brand, Justin Crockett, and Larry Ellis.

I was FORCED to pay the additional amount because I had to get my whole life's possessions back from All My Sons. We went to the new location and the three "best team" members began to unload the truck.

Now I had the experience of watching my damaged belongings being unloaded. It was truly unbelievable. My new landlady was present with her digital camera and took photos of much of it. She also made notes as the things easily identified as damaged came off the crazily packed truck.

Additionally, she provided another ramp for the movers. One mover was wearing shoes that slipped on the moving van ramp and we were terrified for his safety. The team "boss", Malik, was vocal about his shock at the packing. Everything was shoved willy-nilly in the truck, precarious, and for the most part, unpadded and unwrapped. Here is some of what they did:

My queen mattress and box spring had been stacked on end on the truck floor which was truly covered in mud and water from the rain and the movers shoes, old dirt, etc. The ends of the box spring and mattress had soaked up this muck and are stained. Malik said the 'training video' they watch teaches them to plastic wrap the ends of these. As well, a brand new twin bed had the same treatment.

The TV screen has numerous very large scratches on it. We have not been able to replace it and watch TV through the damage. It was not wrapped and was just stacked in the truck.

The computer monitor and CPU were broken. They worked absolutely when I unplugged them for the move at the old house and never worked again. We lost very important work during the attempt to download the hard drive and have not recovered from this loss. We still have to attempt to retrieve an email database, but have not been able to afford the cost yet.

Almost every piece of wooden furniture had dented corners, including two consoles, a computer desk, two dressers, and three open bookshelves.

Two vintage chairs were stuck together due to the moisture. Much of the damage came from the truck sitting overnight in the "shop" because everything had been heartily rained on during the loading and the refrigerator was sitting in there.

The cushions on two black microfiber sofas were torn in several places. They also had been stood on end in the muck.

The coffee table was dented and scratched.

An exercise trampoline was torn and a foot was missing.

Four upholstered dining room chairs were dirty.

The cassette door to one of the bookshelf stereos is broken. It also was simply stacked in the truck with no padding.

The computer desk keyboard shelf was broken.

A bookcase was cracked in several places.

The refrigerator has dents and scratches on the sides and door.

So I learned that the All My Sons "experienced" movers were all new, unskilled, and were trained by watching a video. The truck was unloaded under enormous stress because the three movers were angry at the loading job, angry with the company, and truly had no experience at what they were doing. Malik tried to make me sign off for the unloading. I asked him if he thought I should do that before I could see the condition of my stuff. He said he would "find out." These papers were never signed, as he was to disappear. He told me he actually had never been a team leader before and never done the paperwork before. There was much dissension, criticism, and stress among the three team members. It would get worse.

They left to bring the rest of the household items to the new house as agreed that morning with Dave. I gave them a list of what to look for at the house. By now, these guys were so stressed out; I did not know what to say to them. To make things worse, a crazy neighbor in the new neighborhood (whom I did not know) kept walking by watching them ineptly unloading the truck. He apparently called the All My Sons company and complained about the way they were handling my furniture. The company called Malik, who stressed out about the complaint, and he began to talk about "hostility." It was a zoo. Needless to say, not one item was "uncovered, placed, or set up" as they promise. These movers just set things down in the middle of rooms and took off.

Many hours later they returned. I could not believe it. I have no idea what they were doing all that time, except there were only two. Malik told me that there was so much arguing among these professional movers about how to do things, neighbors in the old neighborhood who heard them, laughed. Larry Ellis had walked off never to return. It is

my belief that at least two of this team were on their first moving job ever and had no experience or training in moving. I said little, as I just wanted this all to be over.

Imagine my final shock to see that they had not brought but half of the remaining items back with them! The truck was nearly empty. I still have the list I gave them. Among the items never retrieved are: all the food in the kitchen (hundreds of dollars worth), a white cabinet that matches one that was moved, boxes of kitchen items, all the patio items that had been set out by the parking strip for loading, lamps, and many other things. Upon their arrival, they told me they couldn't transport the lawn mower or other things with gas in them! I was never informed of this and had no way to move these things myself.

Now it is very late again. Again, these movers and their truck have no way to contact their company. They are making calls about going back for all the remaining items. I am blown away that still my house is not moved. The movers cannot reach anyone. **All My Sons is abusive to its employees.** Neither of these moving teams had any support from their company. Malik considered driving the truck to the place it is rented from. He is panicked because he says he needs the job, but he cannot deal with the company's treatment of him. Many calls are made on my phone because his phone battery is dead. There is confusion and anger. Finally, Malik reaches another worker who has a number for the owner. I speak with Dave on the phone and he tells the movers to go back and get the remaining items. I asked Dave to come to the site and see for himself what was going on. He told me, "We don't do that." There are threats and exchanges I am not clear about between all of them. I change my clothes as they unload the truck and just leave to go visit my husband in the hospital.

When I leave the hospital, I drive by the old house. No truck is there. When I return to the new house, no truck is there. Malik and Justin never went back for the last items. They just drove off and I doubt they worked for All My Sons again. I never signed for the delivery. I lost many items and many were damaged. After numerous calls, especially to Laurie, who supposedly is also the claims person, I cannot get All My Sons to send me a claim form.

As one last horror, in the week that followed I searched all over the house that was filled with a disarray of piled-up boxes and furniture in the middle of rooms. Thank goodness for one friend who helped me put the bed together so that I had a place to sleep. I had my husband newly home from the hospital and was required to try and move all these things around by myself. That first week, I fell on the stairs and suffered very serious injury because I was doing something guaranteed to me to be done by the movers.

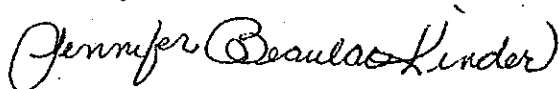
I was extremely upset not to find a huge box containing six of my favorite lamps. I called and called All My Sons. This box had been in the passenger seat of the van taken to the "shop". All My Sons basically told me 'tough luck' because they did not have my box. After about a week, I got a strange phone call. It was from Jake, the first mover. He was calling to apologize. I only cared about my lamps. **He had them at his home.**

The next day, he returned them to me. I have never even heard of this type of thing happening before. Still in the retelling, I am stunned.

I am working on a total of my loss. I expect full replacement to be paid by All My Sons immediately. I expect the Department of Transportation to investigate everything about this business. I request that the DOT look at the All My Sons personnel records and their training methods and their claims of customer service that they do not provide. I assert that they are abusive to employees by not arranging for eating breaks and proper training, and especially by having young men out working until midnight with no contact with their company, no one to call if they should be injured or have truck problems. It was the most ridiculous and heinous business I have ever seen.

Please let me know the results of your investigation immediately.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Beaulac Kinder". The signature is written in dark ink and is positioned above the printed name.

Jennifer Beaulac Kinder

**y Sons Moving & Storage**  
 7 S. 212th St.  
 Rent, WA 98031  
 (206) 444-9000 Fax (253) 437-1228

Order **25943**  
 Pack \_\_\_\_\_  
 Load \_\_\_\_\_  
 Del \_\_\_\_\_  
 Sales \_\_\_\_\_  
 Coord \_\_\_\_\_  
 Job Code \_\_\_\_\_

**Uniform Household Goods Bill of Lading**

Customer: this bill of lading establishes a contract between you and the household goods carrier. It confirms instructions and authorizes the carrier to move, pack, store and/or perform services shown. Before you sign this document it is important that you read the entire document, including the back, and that you ask for an explanation of anything that is not clear or that is different from any previous information received from the carrier or carrier's representative(s). This contract is subject to conditions on the back of the form.

<b>From:</b> Michael Kinder (Laure) Jennifer <b>Customer:</b> 4551 S 44th Street <b>Address:</b> Tacoma WA 98410 <b>City/State/Zip:</b> 253-921-3875 <b>H/Phone:</b> _____ <b>Cell:</b> _____ <b>W/Phone:</b> _____ <b>Page:</b> _____ <b>Email:</b> _____ <b>Add'l Pickup:</b> code word: drum <b>Billing Address:</b> _____	<b>To:</b> Michael Kinder (Laure) Jennifer <b>Customer:</b> 2830 35th Ne <b>Address:</b> Tacoma WA <b>City/State/Zip:</b> 253-921-3875 <b>H/Phone:</b> _____ <b>Cell:</b> _____ <b>W/Phone:</b> _____ <b>Page:</b> _____ <b>Email:</b> _____ <b>Extra-Stop:</b> _____ <b>Billing Address:</b> _____
---	---

**Hourly Rated Moves**

98005	Vans	Personnel	Start	Arrive	Breaks	Depart	End	Total Hrs	\$00.00	\$ 00.00
		2	3:15	3:45		10:00				

**Storage**  
 If shipment will be picked up into storage, the customer must initial option selected.  
 Shipment is to be placed in storage for a period of less than 90 days (Storage-in-Transit); I understand that on the 91st day of storage the shipment becomes permanent storage.  
 Shipment is to be placed in storage for more than 90 days.  
 I certify that I have requested Storage-in-Vehicle for a period of \_\_\_\_\_ days at an agreed upon rate of \$ \_\_\_\_\_ per day.

<b>Storage in transit:</b>	<b>Cuft</b>		
trans to/from Warehouse	lbs at		Cwt
Storage per month	lbs at		Cwt
Warehouse Handling in/out	lbs at		Cwt
Add'l Valuation \$	at		per \$100
<b>Permanent Storage:</b>	<b>Cuft</b>		
Labor	at		per hour
Storage per month	lbs at		Cwt
Warehouse Handling in/out	lbs at		Cwt
Add'l Valuation \$	at		per \$100
Pickup/Load Vaults	at		per vault
Oversized Items	at		ea
Storage	months		per month
Delivery of Vaults			

**Mileage Rated Moves**

	Tare	Net
Actual Shipment Weight (lbs) Gross		
Expedited Shipment Wt. (cust sign here)		
Billed shipment weight	lbs at	Cwt
Stairs	lbs at	Cwt
Distance Carry	lbs at	Cwt
Elevator	lbs at	Cwt
Extra pickup/del	lbs at	Cwt
Plano	lbs at	Cwt
Plano carry	lbs at	Cwt
Overtime Labor	lbs at	Cwt
Mileage	lbs at	Cwt
Fuel Surcharge	lbs at	Cwt

**Materials, Additional Services**

Dishpacks	at	per unit
Less than 3.0 cuft ctns	at	per unit
3.0 cuft ctns	at	per unit
4.5 cuft ctns	at	per unit
6.0 cuft ctns	at	per unit
Wardrobe ctns	at	per unit
Crib matt	at	per unit
Single matt	at	per unit
Double matt	at	per unit
Queen matt	at	per unit
King mat	at	per unit
King box ctn	at	per unit
Mirror ctn	at	per unit
Crates cuft	at	per unit
Appliances	at	per unit
Add'l Labor	at	per hour
Ferry or bridge Toll	at	

**Declarations (customer must initial preferences)**  
 Rights and Responsibilities Guide: The carrier gave me, or I declined a copy of the brochure "Your Rights and Responsibilities as a Moving Customer"  
 Valuation: The customer must initial option selected:  
 **Basic valuation:** I release this shipment to a value of \$.60 per pound per article  
 **Depreciation Valuation:** I release this shipment to a value of \$2 per pound times the shipment wt. at rate of \$ \_\_\_\_\_ per \$100 of declared value. Or:  
 I declare a lump sum total dollar valuation of this entire shipment of \$ \_\_\_\_\_ and select the following:  
 **Replacement Cost Coverage / \$300 Deductible:** I release this shipment to a value of \$3.50 per pound times the shipment wt. at a rate of \$ \_\_\_\_\_ per \$100 of declared value.  
 **Replacement cost Coverage / No Deductible:** I release this shipment to a value of 3.50 per pound times the shipment wt. at a rate of \$ \_\_\_\_\_ per \$100 of declared value.  
**Estimates: The customer must initial option selected**  
 I did not request a written estimate on this shipment and understand I will be required to pay charges as shown on this estimate.  
 I understand this shipment is moving under a binding estimate and that I will be required to pay charges as shown on this contract.  
 I understand this shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on the non-binding estimate given me by the carrier, the carrier must release the shipment to me upon payment of no more than 110% of the estimated charges and will extend credit for 30 days in which I must pay the remainder due. In no case will I be required to pay more than 115% of the estimate (plus any supplements) for mileage rated shipment, or more than 125% of the estimate plus supplements for hourly rated shipments.

Subtotal Moving, Packing, Materials, Storage Charges	5225.911.5
Additional Valuation	
<b>Total Relocation Charges</b>	
Total Amount Paid	
<b>Balance Due</b>	

**Payment (Customer must initial):** The customer and carrier agree that payment, at time of delivery, will be made by:  
 Cash  Business Other  Debit  Check  
**Comments**

I have read and understand this contract thoroughly, and release my goods to carrier subject to the terms and conditions above.  
 Release of Goods/Customer: *Michael Kinder* Date: *Sept. 29, 2005*  
 Release of Goods/Driver: \_\_\_\_\_ Date: *9-29-05*

All goods were received in good condition, except as noted on this contract or on the inventory form.  
 Release of Goods/Customer: \_\_\_\_\_ Date: \_\_\_\_\_

# ALL MY SONS

## MOVING & STORAGE

"LET OUR FAMILY MOVE YOURS"

### FACSIMILE TRANSMITTAL SHEET

TO: *Deputies Shuttles* FROM: *Kenneth Eschbans*  
 COMPANY: DATE:  
 FAX NUMBER: TOTAL PAGES INCL. COVER:  
 PHONE NUMBER:  
 RE: *Call me for any questions 206-423-8213*

URGENT  FOR REVIEW  PLEASE COMMENT  PLEASE REPLY  PLEASE RECYCLE

### CONFIDENTIAL

This message and material that follows is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient or the employee/agent responsible for delivering the material to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication and the material that follows is neither allowed nor intended and is prohibited. If you have received this communication in error, please notify the sender immediately by telephone and destroy this communication and all material's transmitted with it.

21506 86<sup>TH</sup> AVE S  
 KENT, WA 98031  
 (206) 444-9000 FAX (253) 437-1280

414 WA 98031  
206) 444-8000 Fax (253) 437-1228

Order 25343  
Pack  
Load  
Del  
Sales  
Coord  
Job Code

NG 58848

### Uniform Household Goods Bill of Lading

Customer (the bill of lading establishes a contract between you and the household goods carrier. It contains instructions and authorizes the carrier to move, pack, store and/or perform services shown. Before you sign this document it is important that you read the entire document, including the back, and that you ask for an explanation of anything that is not clear or that is different from any previous information received from the carrier or carrier's representative. This contract is subject to conditions on the back of this form.

From: William Kramer (Laurie) Jesurun  
 Customer: 1654 S 4th Street  
 Address: Tacoma WA 98404  
 City/State/Zip: 98402  
 Hi/Phone: 253-221-3975  
 W/Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Email: \_\_\_\_\_ Page: \_\_\_\_\_  
 Add'l Phone: 604-870-1111  
 Billing Address: \_\_\_\_\_  
 Hourly Rated Moves: 328000 Vans \_\_\_\_\_ Personnel 3 SHS 2/1/2 Breaks 12:00-12:45 Total Hrs 12.00 \$ 4260.00

To: William Kramer (Laurie) Jesurun  
 Customer: 2020 4th Ave  
 Address: Tacoma WA  
 City/State/Zip: 98402  
 Hi/Phone: 253-221-3975  
 W/Phone: \_\_\_\_\_ Cell: \_\_\_\_\_  
 Email: \_\_\_\_\_ Page: \_\_\_\_\_  
 Add'l Phone: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_

Storage: 328000 Vans \_\_\_\_\_ Personnel 3 SHS 2/1/2 Breaks 12:00-12:45 Total Hrs 12.00 \$ 4260.00

Storage: \_\_\_\_\_  
 Storage is to be placed in storage for a period of less than 90 days (Storage-in-transit). I understand that on the 91st day of storage the shipment becomes permanent storage.  
 Shipment is to be placed in storage for more than 90 days.  
 I certify that I have requested Storage-in-Vehicle for a period of \_\_\_\_\_ days at an agreed upon rate of \$ \_\_\_\_\_ per day.

Mileage Rated Moves			This	Net
Actual Shipment Weight (lbs) Gross				
Expected Shipment Wt. (must sign here)				
Billed shipment weight				
Stairs	lbs at			Cwt
Distance Carry	lbs at			Cwt
Elevator	lbs at			Cwt
Extra Disrupt/Rel	lbs at			Cwt
Piano	lbs at			Cwt
Piano carry	lbs at			Cwt
Overtime Labor	hrs at			Cwt
Mileage	lbs at			Cwt
Fuel Surcharges	lbs at			Cwt

Storage in transit	Rate	Unit	Charge
Transit from Warehouse	lbs at		Cwt
Storage per month	lbs at		Cwt
Warehouse Handling Input	lbs at		Cwt
Add'l Valuation \$	lbs at		Cwt
Emergency Storage	at		per \$100
Labor	at		per hour
Storage per month	at		Cwt
Warehouse Handling Input	lbs at		Cwt
Add'l Valuation \$	lbs at		Cwt
Pickup/Load Van/Truck	at		per \$100
Overhead Items	at		per val
Storage	at		per month
Delivery of Van/Truck	at		per month

Materials/Additional Services			This	Net
Dishpacks				
Less than 3.0 cuft ctns	at			per unit
3.0 cuft ctns	at			per unit
4.5 cuft ctns	at			per unit
6.0 cuft ctns	at			per unit
Wardrobe ctns	at			per unit
Crb matt	at			per unit
Single matt	at			per unit
Double matt	at			per unit
Queen matt	at			per unit
King matt	at			per unit
King box ctn	at			per unit
Mirror ctn	at			per unit
Crates cwt	at			per unit
Appliances	at			per unit
Add'l Labor	at			per hour
Ferry or bridge Toll	at			per hour

Declarations (customer must initial preferences)  
 Release and Responsibility: The carrier gave me, or I declined a copy of the brochure "Your Rights and Responsibilities as a Moving Customer."  
 Valuation: The customer must initial option selected.  
 Basic valuation: I release this shipment to a value of \$60 per pound per article.  
 Declaration valuation: I release this shipment to a value of \$2 per pound times the shipment wt. at rate of \$ \_\_\_\_\_ per \$100 of declared value. Or, I declare a lump sum total dollar valuation of this entire shipment of \$ \_\_\_\_\_ and select the following:  
 Replacement Cost Coverage (RCC) Declaration: I release this shipment to a value of \$2.50 per pound times the shipment wt. at a rate of \$ \_\_\_\_\_ per \$100 of declared value.  
 Replacement Cost Coverage (RCC) Declaration: I release this shipment to a value of \$50 per pound times the shipment wt. at a rate of \$ \_\_\_\_\_ per \$100 of declared value.  
 Release: The customer must initial option selected.  
 I did not request a written estimate on this shipment and understand I will be required to pay charges as shown on this estimate.  
 I understand this shipment is moving under a binding estimate and that I will be required to pay charges as shown on this contract.  
 I understand this shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on the non-binding estimate given me by the carrier, the carrier must release the shipment to me upon payment of no more than 110% of the estimated charges and will extend credit for 30 days in which I must pay the remainder due. In no case will I be required to pay more than 115% of the estimate (plus any supplements) for mileage rated shipment, or more than 125% of the estimate plus supplements for hourly rated shipments.

Subtotal Moving, Packing, Materials, Storage Charges 291.50  
 Additional Valuation \_\_\_\_\_  
 Total Enclosed Charges 891.50  
 Total Amount Paid 687.00  
 Balance Due 202.54

Payments (Customer must initial): The customer and carrier agree that payment, at time of delivery, will be made by:  
Cash  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I have read and understand this contract thoroughly, and release my goods to carrier subject to the terms and conditions above.  
 Release of Goods/Customer: \_\_\_\_\_ Date: 5-19-05  
 Receipt of Goods/Driver: \_\_\_\_\_ Date: \_\_\_\_\_

All goods were received in good condition, except as noted on this contract or on the inventory form.  
 Release of Goods/Customer: \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

White: Original Bill of Lading

Yellow: Original Freight Bill

Pink: Carrier Shipping Order

**"Best Remote Access"**  
-- PC World Magazine

**GoToMyPC**  
Access Your PC From Anywhere™



kescribano@qwest.net

English



Reply - Reply All - Forward - View Source - Previous - Next - Message: 21 / 26

From: Dennis Shutler <dshutler@wutc.wa.gov>  
To: Email Complaints <kescribano@qwest.net>, <describano@allmysons.com>  
Subject: Fw: WA - UTC complaint 97252 for Michael and Jennifer Kinder  
Date: Mon, 15 May 2006 13:45:45 -0700  
mail2web.com Enhanced Email based on Microsoft Exchange for only \$1.99/month!

Passing a new complaint.

Please provide staff photocopies of all documentation pertinent to this customer's move, this documentation should at a minimum include, but limited too: bill of lading(s); estimate(s); driver's records of duty status or time cards; itemized list of goods shipped; etc.

Thank you.

Dennis D. Shutler  
WUTC Consumer Program Specialist  
Safety & Consumer Protection Division  
(360) 664-1108 phone  
(360) 664-4291 fax

----- Forwarded by Dennis Shutler/WUTC on 05/15/2006 01:44 PM -----  
Washington UTC Complaint

Company: ALL MY SONS MOVING & STORAGE OF SEATTLE INC

Customer: Account# BL 25943

Michael and Jennifer Kinder  
Contact:  
2930 39th NE



Tacoma, WA 98422  
Phone: (253) 921-3975

Complaint: 97252 Serviced by: Dennis Shutler  
Opened on: 05/15/2006 Grouped by: Quality Of Service

**Description:**

On 9-29-05 All My Sons Moving & Storage of Seattle, Inc. (All My Sons) provided a residential household goods move for Ms, transporting her household goods from her old residence located on 44th Street in Tacoma her new residence located at 39th NE in Tacoma. During Ms' relocation, numerous personal items were damaged during due to the negligence of Sons employees.

Ms called All My Sons numerous times requesting a damages claim form. All My Sons always promised a claim form but failed to provide Ms with form. Ms wants All My Sons to provide the claim form as it has promise numerous occasions.

**Activity:**



Attachment # 3

5/23/2006 11:23:00 PM

Ericka Kelly

No call result or status change. Possible data change.  
Logged on Seattle's L/D Claims Register. CMT

5/18/2006 7:16:00 PM

Cynthia Taylor

Status change: from 'Claim Letter Received' to 'Claim Package Sent'

5/18/2006 7:16:00 PM

Cynthia Taylor

Status change: from 'Phone Call Received' to 'Claim Letter Received'

5/18/2006 7:15:00 PM

Cynthia Taylor

No call result or status change. Possible data change.  
05/15/06

Kermit spoke with Mrs. Kinder in an attempt to come to a resolution for her claim.

Mrs. Kinder stated that she would call back the following day.

Mrs. Kinder called back 05/18/06 am, while Kermit was out the office, he received an email dated 05/18/06 to please call her back, she was called immediately, at which time a claim was initiated and claim package was sent via US Mail.

5/18/2006 5:12:00 PM

Cynthia Taylor

No call result or status change. Possible data change.  
sent Claims Package via US Mail today 05/18/06 cmt

5/18/2006 4:39:00 PM

Cynthia Taylor

Status change: from 'New' to 'Phone Call Received'  
Per Kermit sent claims package today via US Mail. CMT

## Loss and Damage Claims Register

Claim No.	Date Received	Date Acknowledged	Name / Address of Claimant	Type of claim		Date Claim Resolved**	Comments
				Loss	Damage		
0647	04-27-06	04-27-06	Jennifer Robbin 606 1/2 255th Court East Graham, WA 98338	✓		Pending	Sent Claims Pkg 04-27-06
0648	05-02-06	05-03-06	Sandy Shernick 2204 35th Court Andover, WA 98112	✓		Pending	Sent Claims Pkg 05-3-06
0649	05-04-06	05-04-06	883 1/2 Kuhn 17th place Seattle, WA 98118	✓	Apt. 201	Pending	Sent Claims Pkg 05-04-06
0650	05-11-06	05-11-06	Roseann Keck 7425 59th Ave SE Burien, WA 98148			Pending	Sent Claims Pkg 05-11-06
0651	05-12-06	05-12-06	Gannie / Robert Waite 17301 81st Dr NE Bellevue, WA 98023	✓		Pending	Sent Claims Pkg 05-12-06
0652	05-16-06	05-16-06	Julie Gibbons 24033 Issaquah Fall Issaquah, WA 98029	✓		Pending	Sent Claims Pkg 05-16-06
0653	05-17-06	05-17-06	Kachel Gibb 519 Regents Blvd. Forest, WA 98166	✓		Pending	Sent Claims Pkg 05-17-06
0654	05-18-06	05-18-06	George Camp 16647 SE 12th Street Bellevue, WA 98008	✓		Pending	Sent Claims Pkg 05-18-06
0655	05-18-06	05-18-06	Jennifer Kinder P.O. Box 9882 Tacoma, WA 98418	✓		Pending	Sent Claims Pkg 05-18-06

1. All claims for loss or damage must be acknowledged within 30 days.
2. Carrier must institute a thorough investigation without delay and shall pay the claim, refuse payment, or make a compromise offer within 120 days. If carrier cannot settle claim within 120 days, then carrier must inform claimant in writing each 60 days the reason the claim cannot be settled.
3. Carrier must maintain a claim register, all claims must be numbered in consecutive order.
4. Claim record, and all paperwork relating to the claims on the record, must be retained for at least 6 years from the date the claim was filed.

111 WA 98031  
(206) 444-9000 Fax (253) 437-1228

Order 25843  
Pack \_\_\_\_\_  
Load \_\_\_\_\_  
Del \_\_\_\_\_  
Sales \_\_\_\_\_  
Coord \_\_\_\_\_  
Job Code \_\_\_\_\_

### Uniform Household Goods Bill of Lading

Customer this bill of lading establishes a contract between you and the household goods carrier. It contains instructions and authorizes the carrier to move, pack, store and/or perform services shown. Before you sign this document it is important that you read the entire document, including the back, and that you ask for an explanation of anything that is not clear or that is different from any previous information received from the carrier or carrier's representative. This contract is subject to conditions on the back of the form.

From: **Michael Kinzer (Laurie) Jennifer**  
Customer: **4654 5 4th Street**  
Address: **Tacoma WA 98446**  
City/State/Zip: **253 424-2875**  
HiPhone \_\_\_\_\_ Cell \_\_\_\_\_  
WiPhone \_\_\_\_\_ Page \_\_\_\_\_  
Email \_\_\_\_\_  
Add'l Pickup **code word: drent**  
Billing Address \_\_\_\_\_

To: **Michael Kinzer (Laurie) Jennifer**  
Customer: **2920 35th St**  
Address: **Tacoma WA**  
City/State/Zip: **253 424-2875**  
HiPhone \_\_\_\_\_ Cell **90422**  
WiPhone \_\_\_\_\_ Page \_\_\_\_\_  
Email \_\_\_\_\_  
Extra-Stop \_\_\_\_\_  
Billing Address \_\_\_\_\_

Hourly Rated Moves	Van	Personal	SPS	Auto	Breaks	Other	Weight	Rate	Total
32905			3.15	305		12.00	12.00	9.00	\$9000
									\$ 875.00

**Storage**  
 Shipment will be picked up by the carrier. The customer must initial location selected.  
 Shipment is to be placed in storage for a period of less than 90 days (Storage-In-Transit). I understand that on the 91st day of storage the shipment becomes permanent storage.  
 Shipment is to be placed in storage for more than 90 days.  
 I certify that I have requested Storage-In-Vehicle for a period of \_\_\_\_\_ days at an agreed upon rate of \$ \_\_\_\_\_ per day.

**Mileage Rated Moves**

	This	Net
Actual Shipment Weight (lbs) Gross		
Expeditied Shipment Wt. (just sign here)		
Billed shipment weight		
Stairs	lbs at	Cwt
Distance Carry	lbs at	Cwt
Elevator	lbs at	Cwt
Extra pickup/del	lbs at	Cwt
Piano	lbs at	Cwt
Piano carry	lbs at	Cwt
Overtime Labor	lbs at	Cwt
Mileage	lbs at	Cwt
Fuel Surcharge	lbs at	Cwt

Storage in transit	Cwt	per hour
trans to/from Warehouse	lbs at	Cwt
Storage per month	lbs at	Cwt
Warehouse handling in/out	lbs at	Cwt
Add'l Valuation \$	lbs at	Cwt
Permanent Storage	lbs at	Cwt
Labor	at	per \$100
Storage per month	at	per \$100
Warehouse handling in/out	at	per \$100
Add'l Valuation \$	at	per \$100
Pickup/Load Vaults	at	per \$100
Oversized Items	at	per \$100
Storage	at	per \$100
Delivery of Vaults	at	per \$100

**Materials, Additional Services**

Dishpacks	at	per unit
Less than 3.0 cuft ctns	at	per unit
3.0 cuft ctns	at	per unit
4.5 cuft ctns	at	per unit
6.0 cuft ctns	at	per unit
Wardrobe ctns	at	per unit
Orb matt	at	per unit
Single matt	at	per unit
Double matt	at	per unit
Queen matt	at	per unit
King mat	at	per unit
King box ctn	at	per unit
Minor ctn	at	per unit
Crates cft	at	per unit
Appliances	at	per unit
Add'l Labor	at	per unit
Ferry or bridge Toll	at	per hour

**Declarations (customer must initial preferred)**  
 Rights and Responsibilities Guide: The carrier gave me, or I declined a copy of the brochure "Four Rights and Responsibilities as a Moving Customer."  
 Valuation: The customer must initial location selected.  
 Basic valuation: I release this shipment to a value of \$50 per pound per article.  
 Declaration valuation: I release this shipment to a value of \$2 per pound times the shipment wt. at rate of \$ \_\_\_\_\_ per \$100 of declared value. Or:  
 I declare a lump sum total dollar valuation of this entire shipment of \$ \_\_\_\_\_ and select the following:  
 Replacement Cost Coverage (RCC) Deductible: I release this shipment to a value of \$3.50 per pound times the shipment wt. at a rate of \$ \_\_\_\_\_ per \$100 of declared value.  
 Replacement Cost Coverage / No Deductible: I release this shipment to a value of \$50 per pound times the shipment wt. at a rate of \$ \_\_\_\_\_ per \$100 of declared value.

**Estimates: The customer must initial location selected**  
 I did not request a written estimate on this shipment and understand I will be required to pay charges as shown on this estimate.  
 I understand this shipment is moving under a binding estimate and that I will be required to pay charges as shown on this contract.  
 I understand this shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on the non-binding estimate given me by the carrier, the carrier must release the shipment to me upon payment of no more than 110% of the estimated charges and will extend credit for 30 days in which I must pay the remainder due. In no case will I be required to pay more than 115% of the estimate (plus any supplements) for mileage rated shipment, or more than 125% of the estimate plus supplements for hourly rated shipments.

Subtotal Moving, Packing, Materials, Storage Charges **291.50**  
 Additional Valuation \_\_\_\_\_  
 Total Relocation Charges **891.50**  
 Total Amount Paid **669.00**  
 Balance Due **202.50**

Payment (Customer must initial): The customer and carrier agree that payment, at time of delivery, will be made by:  
 Cash \_\_\_\_\_ Other **TACOMA**  
 Comments \_\_\_\_\_

All goods were received in good condition, except as noted on this contract or on the inventory form.  
 Release of Goods/Driver \_\_\_\_\_ Date **9-29-05**

Release of Goods/Customer \_\_\_\_\_ Date \_\_\_\_\_  
 Release of Goods/Carrier \_\_\_\_\_ Date \_\_\_\_\_

White: Original Bill of Lading

Yellow: Original Freight Bill

Pink: Carrier Shipping Order

Cynthia Taylor

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From: kescribano@qwest.net  
Sent: Monday, June 12, 2006 12:05 PM  
To: ctaylor@allmysons.com  
Subject: FW: No update regarding complaint 97252, for Michael and Jennifer Kinder

Original Message:

From: Dennis Shutler dshutler@wutc.wa.gov  
Date: Fri, 9 Jun 2006 16:57:44 -0700  
To: kescribano@qwest.net  
Subject: No update regarding complaint 97252, for Michael and Jennifer Kinder

TO

Mr. Escribano:

On 6-02-06, I received a call where I was told All My Sons will offer Ms \$3000 as a one time customer courtesy refund to satisfy this customer's complaint, and the company was to copy me on its offer.  
Has this check been drafted and sent to the customer?  
On what date was this check sent to the customer?  
Thank you.

Dennis D. Shutler  
WUTC Consumer Program Specialist  
Safety & Consumer Protection Division.  
(360) 664-1108 phone  
(360) 664-4291 fax

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mail2web - Check your email from the web at <http://mail2web.com/>.

To: Dennis Shutler  
From: Cynthia Taylor  
3/pgs

email me @ ctaylor@allmysons.com.

# ALL MY SONS

## MOVING & STORAGE

"LET OUR FAMILY MOVE YOURS"  
FACSIMILE TRANSMISSION SHEET

Date: 06/08/06

To: Sarah

From: Cynthia M. Taylor  
Claims Management

Company: The Quarles Group

800-934-9478 Tele  
972-367-1065 Fax

Fax Number: 770-333-9095

Total pages inc. cover: 30

Phone Number: 770-333-9091

Re: Jennifer Beaulac- Kinder  
Ref# 154326

URGENT  For Review  Comment  Reply

Sarah,

Thank you speaking with me this morning. You were so helpful to me. Please find attached the documents you requested for this claimant.

<u>Document</u>	<u>Description</u>
A	Chronological Correspondence from Claimant dated 05/08/06 She wrote the Washington State Utilities & Transportation Commission, they did not reply to her letter dated 11/21/05, this letter is basically demanding a response and resolution.
B	Chronological Correspondence from Claimant dated 05/15/06.
C	Chronological Correspondence from Claimant dated 05/30/06.
D	Chronological Correspondence from Claimant dated 06/01/06.
E	Chronological Correspondence from Claimant dated 06/02/06.
F	Chronological Correspondence from Claimant dated 06/06/06.
G	Chronological Correspondence from Claimant dated 06/07/06.
H	Chronological Correspondence from Claimant dated 06/08/06.
I	Chronological Correspondence from Claimant dated 06/08/06.

J  
K  
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V

Screen print from our Claims Management System.  
Notes from our Claims Management System for Ms. Beaulac's Claim.  
Loss and Damage Claims Register for the Seattle, WA Local Office.  
Fax coversheet from Ms. Beaulac's Claim package, when totaled up her claim  
settlement amount would pay out at \$6,815.00.  
Signed Bill of Lading from the move for Ms. Beaulac dated 09/29/05  
Claim Package ..... sent to claimant on 05/18/06. Page 1.  
Claim Package ..... sent to claimant on 05/18/06. Page 2.  
Claim Package ..... sent to claimant on 05/18/06. Page 3.  
Chronological Correspondence from Claimant dated 06/02/06.  
Claim Package ..... sent to claimant on 05/18/06. Page 4.  
Claim Package ..... sent to claimant on 05/18/06. Page 5  
Claim Package ..... sent to claimant on 05/18/06. Page 6  
Claim Package ..... sent to claimant on 05/18/06. Page 7

Thank you !!!  
Cynthia M. Taylor  
Claims Management

5/8/06

[A]  
Jennifer Beaulac Kinder  
PO Box 8882  
Tacoma, WA 98418  
253/921-3975

May 8, 2006

Washington Utilities & Transportation Commission  
Consumer Affairs  
PO Box 47250  
Olympia, WA 98504  
Attn: Dennis  
360/604-1108  
Fax: 360/664-4291

Dear Mr. Dennis:

I wrote a letter of serious complaint to you last November. I assumed that you were investigating and resolving this complaint for me. I have heard nothing from you or from All My Sons Moving these months.

I am requesting immediate response and resolution. I am still suffering the consequences of this calamity and I am expecting compensation within the next two weeks.

Please help me with this outrage. When consumers have these type of experiences and loss, it seems impossible to be compensated without the help of a greater authority. I am really asking for your immediate assistance.

Sincerely,

Jennifer Beaulac Kinder



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Jennifer Beaulac Kinder  
PO Box 8882  
Tacoma, WA 98418  
253/921-3975

November 21, 2005

Washington Utilities & Transportation Commission  
Consumer Affairs  
PO Box 47250  
Olympia, WA 98504  
Attn: Dennis  
360/604-1108  
Fax: 360/664-4291

Dear Dennis:

I have recently experienced one of the most overwhelming and malicious experiences I have ever had at the hands of All My Sons Moving and Storage. As a result of being moved by this company, I have lost \$400 in cash, suffered terrible stress and emotional trauma, many of our furnishings are damaged and forever gone, and indirectly, I was injured trying to finish the job they were hired to do.

We moved from 1651 South 44<sup>th</sup> Street to 2930 - 39<sup>th</sup> Avenue NE, both in Tacoma. We had to move on short notice because our house was sold as part of my father's estate and the court approved the sale unexpectedly early.

I called All My Sons Moving and Storage two or three days before we needed to move. I called them based upon their full-page ad in the phone directory, and their TV advertisements. In the ads and on their telephone messages while holding, All My Sons promises the following, among other claims:

Services:

Old-fashioned care  
We care about you  
We won't be happy until you are  
If you need to move into a hurry, we can provide the service  
We can move you on Saturday  
Courteous and well-trained staff  
We wrap your furniture at no extra charge  
Your furniture is as important to us as it is to you  
We don't require drawers to be emptied  
We uncover, place, and set up your belongings in your new home  
We are licensed piano movers

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We have modern trucks with lifts  
If you need to solve a problem, we can help

On September 26 or 27, 2005, I booked the move for two movers and a truck at 4 PM, October 29 for \$90 per hour. The person who booked this for me was named Laurie. I explained to her that the probate court required me to move by the 30<sup>th</sup> of September, and that my spouse was having total knee replacement surgery on September 28th and would not be there to help. I was really under the gun. She assured me that everything would be fine. She helped me estimate four hours to load and unload the truck.

At that appointed time, two "movers" arrived, smoking at my door and saying that they were here for an "inventory job". One was named Jake. I told them I had hired a move. They returned to their van, made a call on a cell phone, and came back from their truck with a contract. These two young men were dirty and sweaty and they looked and behaved like they were utterly exhausted. I learned that they had just come from another moving job that they had been on all day. This disturbed me, but I was in the stressed-out mode of packing and moving, and having my husband in the hospital with a major surgery, so I did not have the concentration or the time leeway to send them away or confront their company. **I HAD TO MOVE!**

As the clock had started, I was concerned about the long time it took to review and sign the contract. I was surprised that all of this had not been done prior to the move with the woman on the phone. It was full of things I did not understand, or had not been told prior to booking the move. This was very upsetting, because **I HAD TO MOVE!!** The house would become someone else's at midnight on September 30. Jake pretended to explain the contract to me, but he could not answer any of my questions. He said the first statement on the contract, "Rights and Responsibilities Guide," is what he was explaining to me. The contract says I was given a book. I marked that I had a verbal explanation and then asked questions about the insurance. Jake called someone again, (walking away from me with the cell phone) and returned saying it was Washington State law. I was trapped into either signing the contract, or having no movers. I had no way of knowing at the time I initialed the insurance statement that I was stepping into one of the worst nightmares of my life.

The payment arrangement was to be in cash for what had been calculated was to be about \$400. I had this in cash. That's what I expected the job to cost. Jake then told me that I had to have a credit card. I asked to speak with someone at his company, and Jake gave me a Seattle number to call. The person I spoke with said my check for the balance, if it was over \$400, would be fine. Additionally, Neal, to whom I spoke, said that I would not be required to pay a fuel surcharge because no one had notified me of this. I wrote this on the contract signed it. Jake also signed it and the loading began. (copy of contract attached)

I gave the movers a tour of the house. It took them a long time to get started. They seemed disoriented, tired, and inexperienced. They finally began to carry smallish things

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into the truck. I was disturbed by their lack of organization in loading, but did not want to alienate them, and so I said nothing.

After almost three hours of loading, I called the Tacoma All My Son's office and expressed my concern with the slowness and disorderliness of the loading. I felt trapped. I had to move and these movers were spending great amounts of time inside the truck trying to arrange and rearrange the haphazard load. They took a lot of smoke breaks. They were slow and wandered around the house and yard a lot. The office told me that when it came time to do the payment, "Dave" would be back and "knock off a few hours." I was told the owner had gone to pick up his sick wife from Arizona. I resigned myself to the process. I was getting more and more worried and more uncomfortable with these movers as time went by, but I was afraid to say anything.

It was pouring rain. I looked out the window to see my furniture and boxes piled in the yard getting soaked as the movers pulled things out of the truck and rearranged constantly. They would carry things out of the house, set it on the parking strip, and go back into the house, leaving things to be rained on. The floor of the van was soaked and muddy. I did not know they were setting my bed and furniture in this mud.

While moving the washing machine, Jake caused a small flood in the basement. The other mover turned off the water main when I showed him where I thought it was. They said nothing more and I thought they had reattached the pipe. It turned out they had broken the pipe. (When I came back at midnight, there was no water available in the house. They did not clean up the water. They did not even move the things that ended up sitting in the water and various items and boxes were loaded soaking wet.)

It was after 9 PM when they finished loading and left me with much more to do, including large items I could not move by myself, including a refrigerator from the basement, all my large lamps, chairs, everything in the garage, all the food in the kitchen, and many boxes. We left for the new house. I could not believe how long this loading took and I had no idea what to do about all that was left in the old house.

Jake was totally starving and told me to stop at a gas station mini-mart so that he could get some "dinner."!!! I know he had not eaten in all these hours and I suspect they had not eaten much all day. I was so uncomfortable with this idea of stopping with the huge van and two men I didn't know. By this time, I was also exhausted and stressed beyond thinking very clearly about what to do with these movers. On the short trip, we passed two gas station mini-marts and both were closed. So I drove directly to the house and told Jake he could drive around the area for his food stop on his own. I wondered if they would deduct this from their time, but he said he would rather just unload the truck.

I began unpacking my car. Jake said he wanted payment before unloading. He said he guessed at the time he would be done as 12:15. I gave him the \$400 in cash and took out my checkbook to write the check for the difference. I expected him to call his boss for the correct amount minus "a few hours". But after his phone call, Jake demanded a credit card. He wanted almost \$700 immediately! I reminded him it was agreed that I would

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pay the difference with a check. He refused, saying that he was afraid I would stop payment on the check! He said he could not afford the loss because he hardly makes anything for his work. I told him to check with "Dave" who was going to arrange the discount and he got angry. In the meantime, Jake's original partner had disappeared, and a new person appeared in my house for the unloading.

Jake then told me he was going to drive the truck **WITH ALL MY BELONGINGS** to the "shop". He refused to tell me where the "shop" was. He refused to give me the name or phone number of whom he was calling for these instructions! He refused to unload my belongings!

I tried to call the Tacoma office of All My Sons and got nothing - just ringing - no answering machine or service. I called numerous times while Jake sat in the truck. I did not at that time have a copy of the paperwork with the Seattle office phone number on it and kept calling the number I had from the phone book. Jake had all the paperwork. Jake was unable to give me any other contact information. I was feeling stunned. I called the police.

Jake would not wait for the police, would not take my check, got angry when I asked him why he even loaded my household belongings onto the truck if he had questions about the payment arrangements. He said he was told he did not have to wait for the police. **HE LEFT WITH ALL MY BELONGINGS TO AN UNKNOWN DESTINATION.** There was no answer at the All My Sons office, I had no other contact information, and I was left in an empty house. This company had drivers and trucks out and there was no one in the office. These employees were exhausted, confused, hungry, had no experience or training and had erratic behavior. I was completely helpless in the situation.

The police arrived a good while later and I reported the theft of my belongings, as well as the \$400, which I had given Jake. (Incident Notification Report # 05-2721369) Since there was nothing at all in the new house, I returned to the old house because at least I had a blanket there. My bed, my medications, my refrigerator were on the truck. All my food was rotting in the kitchen. I had expected to return there many hours earlier to transport it to the new house in my car. There was no water to flush the toilet or take a shower available in the old house due to the pipe I discovered was broken. I had to lay on the floor in a sleeping bag and never was able to get to the hospital to visit my husband. I also never slept. I could not believe this was happening to me.

From here, things actually got worse. Early the next day, I reached the office. It seemed in confusion. I finally learned that the mysterious "Dave" was David Escrabano who is the general manager. I also spoke with a Steve and finally Neal, who was the original person I had talked to about taking my check for the difference.

They said they would send my belongings back to the house, that Jake had been fired, and that they wanted another nearly \$400 and that they could not verify that my \$400 had

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been taken!!! They did agree to move the rest of the household items that were not loaded due to the poor packing of Jake and his partner.

A short while later, as I was getting ready to leave for the new house, the All My Sons truck pulled up! Three men got out and said they were here to deliver the things. I was amazed. The office had sent them back to the house it was taken from. The three men told me how Jake had been fired and that they were All My Sons "best team." I showed them everything that was left to move and explained that they were at the wrong location to unload. The names of this crack team were Malik Brand, Justin Crockett, and Larry Ellis.

I was FORCED to pay the additional amount because I had to get my whole life's possessions back from All My Sons. We went to the new location and the three "best team" members began to unload the truck.

Now I had the experience of watching my damaged belongings being unloaded. It was truly unbelievable. My new landlady was present with her digital camera and took photos of much of it. She also made notes as the things easily identified as damaged came off the crazily packed truck.

Additionally, she provided another ramp for the movers. One mover was wearing shoes that slipped on the moving van ramp and we were terrified for his safety. The team "boss", Malik, was vocal about his shock at the packing. Everything was shoved willy-nilly in the truck, precarious, and for the most part, unpadded and unwrapped. Here is some of what they did:

My queen mattress and box spring had been stacked on end on the truck floor which was truly covered in mud and water from the rain and the movers shoes, old dirt, etc. The ends of the box spring and mattress had soaked up this muck and are stained. Malik said the 'training video' they watch teaches them to plastic wrap the ends of these. As well, a brand new twin bed had the same treatment.

The TV screen has numerous very large scratches on it. We have not been able to replace it and watch TV through the damage. It was not wrapped and was just stacked in the truck.

The computer monitor and CPU were broken. They worked absolutely when I unplugged them for the move at the old house and never worked again. We lost very important work during the attempt to download the hard drive and have not recovered from this loss. We still have to attempt to retrieve an email database, but have not been able to afford the cost yet.

Almost every piece of wooden furniture had dented corners, including two consoles, a computer desk, two dressers, and three open bookshelves.

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Two vintage chairs were stuck together due to the moisture. Much of the damage came from the truck sitting overnight in the "shop" because everything had been heartily rained on during the loading and the refrigerator was sitting in there.

The cushions on two black microfiber sofas were torn in several places. They also had been stood on end in the muck.

The coffee table was dented and scratched.

An exercise trampoline was torn and a foot was missing.

Four upholstered dining room chairs were dirty.

The cassette door to one of the bookshelf stereos is broken. It also was simply stacked in the truck with no padding.

The computer desk keyboard shelf was broken.

A bookcase was cracked in several places.

The refrigerator has dents and scratches on the sides and door.

So I learned that the All My Sons "experienced" movers were all new, unskilled, and were trained by watching a video. The truck was unloaded under enormous stress because the three movers were angry at the loading job, angry with the company, and truly had no experience at what they were doing. Malik tried to make me sign off for the unloading. I asked him if he thought I should do that before I could see the condition of my stuff. He said he would "find out." These papers were never signed, as he was to disappear. He told me he actually had never been a team leader before and never done the paperwork before. There was much dissension, criticism, and stress among the three team members. It would get worse.

They left to bring the rest of the household items to the new house as agreed that morning with Dave. I gave them a list of what to look for at the house. By now, these guys were so stressed out; I did not know what to say to them. To make things worse, a crazy neighbor in the new neighborhood (whom I did not know) kept walking by watching them ineptly unloading the truck. He apparently called the All My Sons company and complained about the way they were handling my furniture. The company called Malik, who stressed out about the complaint, and he began to talk about "hostility." It was a zoo. Needless to say, not one item was "uncovered, placed, or set up" as they promise. These movers just set things down in the middle of rooms and took off.

Many hours later they returned. I could not believe it. I have no idea what they were doing all that time, except there were only two. Malik told me that there was so much arguing among these professional movers about how to do things, neighbors in the old neighborhood who heard them, laughed. Larry Ellis had walked off never to return. It is

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my belief that at least two of this team were on their first moving job ever and had no experience or training in moving. I said little, as I just wanted this all to be over.

Imagine my final shock to see that they had not brought but half of the remaining items back with them! The truck was nearly empty. I still have the list I gave them. Among the items never retrieved are: all the food in the kitchen (hundreds of dollars worth), a white cabinet that matches one that was moved, boxes of kitchen items, all the patio items that had been set out by the parking strip for loading, lamps, and many other things. Upon their arrival, they told me they couldn't transport the lawn mower or other things with gas in them! I was never informed of this and had no way to move these things myself.

Now it is very late again. Again, these movers and their truck have no way to contact their company. They are making calls about going back for all the remaining items. I am blown away that still my house is not moved. The movers cannot reach anyone. All My Sons is abusive to its employees. Neither of these moving teams had any support from their company. Malik considered driving the truck to the place it is rented from. He is panicked because he says he needs the job, but he cannot deal with the company's treatment of him. Many calls are made on my phone because his phone battery is dead. There is confusion and anger. Finally, Malik reaches another worker who has a number for the owner. I speak with Dave on the phone and he tells the movers to go back and get the remaining items. I asked Dave to come to the site and see for himself what was going on. He told me, "We don't do that." There are threats and exchanges I am not clear about between all of them. I change my clothes as they unload the truck and just leave to go visit my husband in the hospital.

When I leave the hospital, I drive by the old house. No truck is there. When I return to the new house, no truck is there. Malik and Justin never went back for the last items. They just drove off and I doubt they worked for All My Sons again. I never signed for the delivery. I lost many items and many were damaged. After numerous calls, especially to Laurie, who supposedly is also the claims person, I cannot get All My Sons to send me a claim form.

As one last horror, in the week that followed I searched all over the house that was filled with a disarray of piled-up boxes and furniture in the middle of rooms. Thank goodness for one friend who helped me put the bed together so that I had a place to sleep. I had my husband newly home from the hospital and was required to try and move all these things around by myself. That first week, I fell on the stairs and suffered very serious injury because I was doing something guaranteed to me to be done by the movers.

I was extremely upset not to find a huge box containing six of my favorite lamps. I called and called All My Sons. This box had been in the passenger seat of the van taken to the "shop". All My Sons basically told me 'tough luck' because they did not have my box. After about a week, I got a strange phone call. It was from Jake, the first mover. He was calling to apologize. I only cared about my lamps. He had them at his home.

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The next day, he returned them to me. I have never even heard of this type of thing happening before. Still in the retelling, I am stunned.

I am working on a total of my loss. I expect full replacement to be paid by All My Sons immediately. I expect the Department of Transportation to investigate everything about this business. I request that the DOT look at the All My Sons personnel records and their training methods and their claims of customer service that they do not provide. I assert that they are abusive to employees by not arranging for eating breaks and proper training, and especially by having young men out working until midnight with no contact with their company, no one to call if they should be injured or have truck problems. It was the most ridiculous and heinous business I have ever seen.

Please let me know the results of your investigation immediately.

Sincerely,

Jennifer Beaulac Kinder

CC:

Better Business Bureau of OR & Western WA  
PO Box 1000  
Dupont, WA 98327  
206/431-2222  
[info@bbb.org](mailto:info@bbb.org)

Washington State  
Department of Labor and Industries  
Workplace Safety & Health  
ATTN: Kelly  
[Dres235@lni.wa.gov](mailto:Dres235@lni.wa.gov)  
PO Box 44000  
Olympia, WA 98504-4000  
360/902-5588

called All My Sons corporate office  
Monday, May 15, 2006  
1-800-807-0081  
spoke to receptionist; left name & number  
Cynthia will call back



B

Cynthia Taylor

5/15/06

From: JC Beaulac [jcbeulac@comcast.net]  
Sent: Monday, May 15, 2006 10:19 PM  
To: Cynthia Taylor  
Subject: Complaint Against

Dear Cynthia,

Thank you for your help today. My letter to the Washington Utilities & Transportation Commission about **All My Sons Moving and Storage** is attached. I was told they are the agency that monitors moving companies. The complaint apparently fell through the cracks at this office and is now finally being investigated. Therefore, I was just told that the employee issues of this incident should be addressed by L & I and I have also sent them a copy and called them. As well, I am mailing today a copy to the Better Business Bureau and researching every single other avenue and agency of complaint. I am working on an Internet posting of my experience, opinion, and responses from each agency. It will go up by the end of the week.

This was a truly horrible experience for us. As well, we are still living with the damage to our belongings. I had other family issues that arose and diverted my attention from pursuing this grievance. My attention is now refocused and I am going to go after resolution of this experience and compensation with an uncompromising energy in hope that I will find additional help and resources from the community. This was an unforgivable incident. I have never in my life experienced this kind of treatment by a service company. I have never been able to obtain a claims form or a compensatory phone call or letter. The owner of this company REFUSED to come out and see the way the truck was packed and the damage done to our belongings.

As well, these employees were a serious danger to themselves and others due to their work situation. I hope you will investigate about these workers and this event aggressively. Very simply and politely, let me assure you that if your corporate office does not take immediate and satisfactory action, the State of Washington and other agencies will.

I look forward to your phone call.

Sincerely,

Jenny Kinder

6/8/2006

C

Cynthia Taylor

5/30/06

From: JC Beaulac [jbeaulac@comcast.net]

Sent: Tuesday, May 30, 2006 7:10 PM

To: Cynthia Taylor

Subject: No response

I did not hear from All My Sons yesterday or today. Yesterday was a holiday, although if this were my problem, I would have been in working on it anyway.

I don't know why there was no response today, except that it has been my experience for the past 9 months. The deadline is two days away.

Thanks. Jenny

6/8/2006

D

6/1/06

**Cynthia Taylor**

---

**From:** JC Beaulac [jcbeaulac@comcast.net]  
**Sent:** Thursday, June 01, 2006 7:49 PM  
**To:** Cynthia Taylor  
**Subject:** Re: No response

I did not get any response.

----- Original Message -----

**From:** Cynthia Taylor  
**To:** 'JC Beaulac'  
**Sent:** Thursday, June 01, 2006 9:41 AM  
**Subject:** RE: No response

I will be responding to you today Mrs. Beaulac. I appreciate your patience.

**Cynthia M. Taylor**  
Claims Management  
15851 N. Dallas Pkwy Suite 370  
800-934-9478 Tele  
972-980-3732 Fax  
[ctaylor@allmysons.com](mailto:ctaylor@allmysons.com)

---

**From:** JC Beaulac [mailto:jcbeaulac@comcast.net]  
**Sent:** Tuesday, May 30, 2006 7:10 PM  
**To:** Cynthia Taylor  
**Subject:** No response

I did not hear from All My Sons yesterday or today. Yesterday was a holiday, although if this were my problem, I would have been in working on it anyway.

I don't know why there was no response today, except that it has been my experience for the past 9 months. The deadline is two days away.

Thanks. Jenny

6/8/2006

E

Cynthia Taylor

6/2/06

From: JC Beaulac [jbeaulac@comcast.net]  
Sent: Friday, June 02, 2006 2:05 PM  
To: Cynthia Taylor  
Cc: Dennis Shutter  
Subject: No Response

Cynthia-

After repeated emails and calls, I still don't have a response from you. I tried to reach someone again today. The person(s) who answer your corporate phones are as confused as everyone else I worked with at All My Sons. First, they told me the CEO is named Bobby and he could be reached at 301/483-8556. Then I was told that the Claims Department Supervisor is Erika Kelly and I was connected to the Maryland office!!!

Finally, I called your office again and asked for the supervisor. I was told it was you and put on hold and promptly disconnected. Although the person knew my name, she did not bother to call back after she disconnected me. Yesterday I was given a different name for the supervisor of claims. I left a message on a man's answering machine yesterday whom I was told is the supervisor. Of course, he never returned my call. My telephone records will document all the calls I have made trying to get assistance. This is just what happened in Tacoma in the months following the move.

My experience with All My Sons continues to be a nightmare. Eight months of a nightmare.

I asked that you have this situation remedied by June 1. You asked for more time. It is noon in Tacoma and I will wait one more hour to hear from you. At that point I will be compelled to make the calls I was instructed to make.

Jennifer Beaulac Kinder

6/8/2006

F

Cynthia Taylor

6/6/07

**From:** JC Beaulac [jcbeaulac@comcast.net]

**Sent:** Tuesday, June 06, 2006 2:21 PM

**To:** Cynthia Taylor

**Subject:** Insurance Information

June 5, 2006

Please email the name and contact information for your insurance company. This information is required by the National Insurance Crime Bureau. Thank you.

Jennifer Beaulac

6/8/2006

G

Cynthia Taylor

6/7/06

---

**From:** JC Beaulac [jcbeaulac@comcast.net]  
**Sent:** Wednesday, June 07, 2006 12:51 PM  
**To:** Cynthia Taylor  
**Subject:** Fw: Insurance Information

## Second Request

— Original Message —

**From:** JC Beaulac  
**To:** Cynthia Taylor  
**Sent:** Tuesday, June 06, 2006 12:21 PM  
**Subject:** Insurance Information

June 5, 2006

Please email the name and contact information for your insurance company. This information is required by the National Insurance Crime Bureau. Thank you.

Jennifer Beaulac

6/8/2006



Cynthia Taylor

6/8/06

**From:** Cynthia Taylor [ctaylor@allmysons.com]  
**Sent:** Thursday, June 08, 2006 12:36 PM  
**To:** 'Cynthia Taylor'; 'JC Beaulac'  
**Cc:** ormando@allmysons.com  
**Subject:** RE: Insurance Information



06/08/06

Our Insurance Company is Van Liner Insurance Company.

An adjuster from that company will contact you within 10 business days.

I spoke with our agent this morning.

Cynthia M. Taylor  
Claims Management  
15851 N. Dallas Pkwy Suite 370  
800-934-9478 Tele  
972-980-3732 Fax  
[ctaylor@allmysons.com](mailto:ctaylor@allmysons.com)

---

**From:** Cynthia Taylor [mailto:ctaylor@allmysons.com]  
**Sent:** Wednesday, June 07, 2006 6:01 PM  
**To:** 'JC Beaulac'  
**Cc:** Cynthia Taylor  
**Subject:** RE: Insurance Information

I am getting the correct contact information for you Ms. Beaulac.

Thank you for your patience.

I will call you or email you tomorrow with the complete information.

Cynthia M. Taylor  
Claims Management

6/8/2006

141

15851 N. Dallas Pkwy Suite 370  
800-934-9478 Tele  
972-980-3732 Fax  
ctaylor@allmysons.com

---

**From:** JC Beaulac [mailto:jcbeaulac@comcast.net]  
**Sent:** Tuesday, June 06, 2006 2:21 PM  
**To:** Cynthia Taylor  
**Subject:** Insurance Information

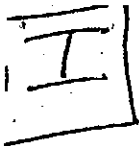
June 5, 2006

Please email the name and contact information for your insurance company. This information is required by the National Insurance Crime Bureau. Thank you.

Jennifer Beaulac

6/8/2006





# ALL MY SONS MOVING & STORAGE

Jennifer Beaulac Kinder  
P.O. Box 8882  
Tacoma, WA 98418

Cynthia M. Taylor  
Claims Management  
15851 N. Dallas Pkwy Suite 370  
Addison, Texas 75001

June 6, 2006

Reference: All My Sons Moving & Storage  
21506 86<sup>th</sup> Ave. S  
Kent, WA 98031

Dear Jennifer Beaulac Kinder,

This letter is in response to your correspondence dated May 26, 2006. Thank you for expressing your concerns and for providing information regarding a claim with our company.

For us to fully review and consider your claim, our paperwork would need to be completed in its entirety.

Please provide pictures of the items reported to demonstrate the damage.

Thank you in advance for your cooperation. We are eager to process your claim and provide you with a timely resolution.

Respectfully,

Cynthia M. Taylor  
Claims Management

CC: File

CC: Local Office

J

# AUL DAY SOONS : CLIENT MANAGEMENT SYSTEM

Customer Name **JENNIFER KINDER** Customer ID **154326**

Office **Seattle**

### Address After Move

Address **P.O. BOX 882** Apt/Suite  Home Phone **253-921-3975**

City **TACOMA** State **WA** Zip **98418** Cell

Work Phone

Weight	State Valuation Multiplier	Valuation Total	Claimed Amount	Maximum Settlement Amount	Offer An
0	x 0.6 =	\$0			

Salutation **-- Select --**

Urgency **Low**

Claim Type  Damaged  Items Missing  Other

Claims Rep. **Cynthia Taylor**  Do not re-assign

Next Call  Time **-- Select --**

Call Result **None**

Current Status **Claim Package Sent**

New Status **-- No Change --**

### Internal Notes

Paragraph	Size

### Documentation

- Signed Bill Of Laden
- Signed Insurance Waiver
- Have Inventory Sheet

### Insurance

- Paid Deductible
- None/Unknown
- Option 1 - Basic \$300.00 Maximum Valuation
- Option 2A - Replacement Value w/ NO Deductable
- Option 2B - Replacement Value w/ \$300.00 Deductable

### Saved Documents

**Claims Package**  
**Cynthia Taylor**  
**5/18/2006 4:41:00 PM**  
[View/Print Delete](#)

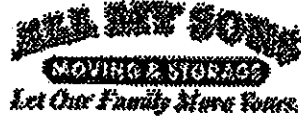
### Claim History

**5/23/2006 11:23:00 PM**  
**Ericka Kelly**  
 No call result or status change. Possible data change.  
 Logged on Seattle's I/D Claims Register. CMT

K

### Notes from Jennifer Kinder Beaulac's Claim File in our Computer System.

Claim Handling Notes For Seattle



5/23/2006 11:23:00 PM  
 Ericka Kelly  
 No call result on status change. Possible data change. Logged on Seattle's I/P Claims Register, CLS.

5/18/2006 7:16:00 PM  
 Cynthia Taylor  
 Status change from Claim Letter Received to Claim Package Sent.

5/18/2006 7:16:00 PM  
 Cynthia Taylor  
 Status change from Phone Call Received to Claim Letter Received.

5/18/2006 7:16:00 PM  
 Cynthia Taylor  
 No call result on status change. Possible data change. 05/15/06

Kermit spoke with Mrs. Kinder in an attempt to come to a resolution for her claim.

Mrs. Kinder stated that she would call back the following day.

Mrs. Kinder called back 05/18/06 am, while Kermit was out the office. He received an email dated 05/18/06 to please call her back, she was called immediately, at which time a claim was initiated and claim package was sent via US Mail.

5/18/2006 5:12:00 PM  
 Cynthia Taylor  
 No call result on status change. Possible data change. Sent claim package via US Mail today 05/18/06 am.

5/18/2006 4:10:00 PM  
 Cynthia Taylor  
 Status change from Mail to Phone Call Received. Kermit sent claim package today via US mail.

## Loss and Damage Claims Register

Claim No.	Date Received	Date Acknowledged	Name / Address of Claimant	Type of claim		Date Claim Resolved	Comments
				Loss	Damage		
0647	04-27-06	04-27-06	Jennifer Robbin 6394 255th Court East Grasslyn, WA 98338	✓		Pending	Sent Claims Pkg 04-27-06
0648	05-02-06	05-03-06	Sandy Shernick 2704 35th Court Anda Coffees, WA 9812	✓		Pending	Sent Claims Pkg 05-3-06
0649	05-04-06	05-04-06	Rose Kuhn 333 South 177th Place Seattle, WA 98148	✓	Apt. E201	Pending	Sent Claims Pkg 05-04-06
0650	05-11-06	05-11-06	Roseann Keedy 7425 89th Ave SE Burien, WA 98148			Pending	Sent Claims Pkg 05-11-06
0651	05-12-06	05-12-06	Connie Robert Waite 17301 81st Dr NE Arling, WA 98223	✓		Pending	Sent Claims Pkg 05-12-06
0652	05-16-06	05-16-06	Julie Gibbons 24033 Issaquah Falls City Rd Issaquah, WA 98029	✓		Pending	Sent Claims Pkg 05-16-06
0653	05-17-06	05-17-06	Rachel Garn 319 Regents Blvd Ft. Stevens, WA 98466	✓		Pending	Sent Claims Pkg 05-17-06
0654	05-18-06	05-18-06	George Cannon 16447 SE 14th Street Bellevue, WA 98008	✓		Pending	Sent Claims Pkg 05-18-06
0655	05-18-06	05-18-06	Jennifer Kinder P.O. Box 9882 Tacoma, WA 98418	✓		Pending	Sent Claims Pkg 05-18-06

1. All claims for loss or damage must be acknowledged within 30 days.
2. Carrier must institute a thorough investigation without delay and shall pay the claim, refuse payment, or make a compromise offer within 120 days. (If carrier cannot settle claim within 120 days, then carrier must inform claimant in writing each 60 days the reason the claim cannot be settled.)
3. Carrier must maintain a claim register, all claims must be numbered in consecutive order.
4. Claim record, and all paperwork relating to the claims on the record, must be retained for at least 6 years from the date the claim was filed.

7

M



RECEIVED  
6-2-06

amt

LAKESIDE-MILAM  
RECOVERY CENTERS  
TACOMA

# Fax

To: All new Sons claims From: Kinder/Beaulac  
 Fax: 972-367-1065 Pages: 9  
 Phone: \_\_\_\_\_ Date: 5/26/06  
 Re: claim CC: \_\_\_\_\_

Urgent     For Review     Please Comment     Please Reply     Please Recycle

• Comments: 6/1/06 Kermit she  
per claim wants \$6,815.00  
plus time etc.

(Mica) Larsson

### PROHIBITION ON REDISCULOSURE

"This information has been disclosed to you from records whose confidentiality is protected by federal law. Federal Regulations (42 CFR, Part 2) prohibit you from making any further disclosure of it without the specific written consent of the person to whom it pertains, or as otherwise permitted by such regulations. A general authorization for the release of medical or other information is not sufficient for the purpose."



# FILE COPY

Seattle

JENNIFER KINDER  
P.O. Box 8882  
Tacoma, WA 98418

Ref# 154326

05/18/06

JENNIFER KINDER,

This is in response to your correspondence describing your moving experience. We will make every effort to settle your claim in a timely manner. The following instructions will help us complete our investigation without any unnecessary delays:

1. Do not throw away any of the items for which you are submitting a claim. If the items were packed, leave the items in the containers for our possible inspection.
2. Do not repair any items for which you are submitting a claim. We reserve the right to inspect all damaged items prior to settling claims. Any repair performed prior to inspection will invalidate your claim of those items.
3. Identify the items claimed by completing all columns of the enclosed claim form.
4. If your claim includes items that you are reporting missing, then please complete the form for such as you would for damaged items. On any item that you report missing for which the amount claimed exceeds \$50.00, it will be necessary for you to support ownership and value with a bill of sale, cancelled check or some other evidence of a similar nature.
5. Provide copies of any agreements or paperwork you may have signed during your move process. Your claim cannot be processed until your shipping charges have been paid in full.
6. Provide Pictures to demonstrate the damage to each item (take a full picture and close up of damage on each item)
7. Sign and Notarize the Fraudulent Claim Notice.

It is our intention to process your claim as quickly as possible and provide you with an equitable settlement in accordance with our contractual obligation. Upon completing your claim form as instructed, please return your claim package to:

*Customer Service*  
15851 N Dallas Pky, Suite 370  
Addison, TX 75001

If you have any further questions or comments, please feel free to call customer service at 800-934-9478.

Sincerely,

Cynthia Taylor  
Customer Service

P

Seattle

**FRAUDULENT CLAIMS NOTICE and AGREEMENT**

I, \_\_\_\_\_, understand that by filing for damages my claim will be carefully reviewed and handled as quickly and as efficiently as possible. I swear and attest that all of the information provided in my claim form is true and correct.

I further understand and agree that should any information provided on my behalf be determined to be false or fraudulent, my claim will be denied. Additionally AMS will seek retribution and reserves the right to seek legal fees as well as any other professional fees incurred while processing my claim.

I also agree that upon accepting settlement on my claim I will not thereafter publish or otherwise make to any person or entity verbally or in writing, any negative or derogatory remarks about AMS or its employees.

I \_\_\_\_\_ understand that filing a false claim I would be in violation of 18 U.S.C. 1341, making it a Federal crime or offense for anyone to use the U.S. Postal Service in carrying out a scheme to defraud. It is the policy of AMS, to pursue prosecution of any person in violation of the False and Fraudulent Claims Statute.

**The terms of this Agreement shall survive indefinitely.**

Signed \_\_\_\_\_

**CERTIFICATE OF NOTARY**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ before me personally came and appeared \_\_\_\_\_, known, and known to me, to be the individual described in and who executed the foregoing instrument, and who duly acknowledge to the he/she executed same for the purpose therein contained.

Please mail back to:

*Customer Service  
15851 N Dallas Pky, Suite 370  
Addison, TX 75001  
800-934-9478*



Q

RECEIVED  
S. 26.06

**ALL MY SOULS**  
**MOVING & STORAGE**

Seattle  
21506 86th Ave. S.  
Kent WA, 98031  
Phone: 253-437-1273

**CLAIM FORM**

Customer's Full Name	Home Telephone	Alternate Telephone	Email
JENNIFER KINDER	253 41-3175		
New Address	City, State, Zip	Pickup Date	
Old Address	City, State, Zip	Delivery Date	

Level of Valuation Protection: Please Check One:  0.6/Pound  
 Full Value Protection  
 If so, through what company? \_\_\_\_\_

Inventory Number	Article Weight	Description of loss/damage	Age of item	Cost to replace	Amount claimed	Packed by AMS?
Example	20 lbs.	Broken leg	4 yrs.			no

I AM THE OWNER OF THE PROPERTY DESCRIBED. I DID NOT CAUSE OR CONTRIBUTE TO THE DAMAGE SET FORTH HEREIN. ALL STATEMENTS MADE IN THIS STATEMENT OF CLAIM AND ANY ATTACHED DOCUMENTS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND CONSTITUTE MY COMPLETE AND ENTIRE CLAIM. NO MATERIAL INFORMATION HAS BEEN WITHHELD. DOT REGULATIONS REQUIRE THAT ANY CLAIM FOR LOSS, DAMAGE OR DELAY MUST BE SUBMITTED IN WRITING BY CLAIMANT AND RECEIVED BY CARRIER WITHIN 30 DAYS FROM DATE OF DELIVERY.

Customer Signature JCB Kinder Print Name Jennifer Bruckhardt 5/24/06

Seattle

  
**RECEIVED**  
6-2-06  
CMT

To: Cynthia Taylor  
From: Jennifer Beaulac Kinder  
Date: Friday, May 26, 2006

Here is a list of damages as best I can do. Since it has been seven months without a response from All My Sons, I have had to go on with my life and mitigate the situation. Some pieces were not worth keeping after being damaged and in the seven months were discarded. I do not know the weight of anything and have no ability to estimate it or weigh furniture, or items that did not get moved. Let me point out that the truck was very wet inside because of the rain and the procedure used by the movers in leaving furniture, etc. sitting in the rain before being packed. The items then sat in the truck for over 24 hours with no ventilation or chance to dry quickly. Some things not noted are warping of pressboard-type items.

I am not a claims adjuster and have no experience or ability to estimate value. I have entered value amounts based on web surfing for items that would be comparable and acceptable to me as replacement to the best of my ability. I also have been forced to estimate the age of items.

Let me reiterate that I *begged* David at All My Sons to come and see these things for himself and he refused. Additionally, I have now spent approximately 5 hours working on this claim, trying to be more exact about damaged items, checking online for similar items, typing this list, and filling out your paperwork. This seems to me that I am forced once again to do All My Sons work and have additional hassle, stress, and time expenditure on this horrendous move. It feels like a never-ending nightmare to deal with this company.

Moreover, your required "Fraudulent Claims Notice and Agreement" requires me to sign ethical statements which All My Sons does not have to agree to. My experience with All My Sons has been one of fraudulent advertising and cover-up lies by administrative staff. My recent experience where Kermit attempted to make me pay him \$500 - 600 for 'retroactive' insurance coverage which he would keep for himself in order to settle my claim for the 'depreciated' value is considered extortion and fraudulent. I am uncomfortable with the fact that you have the power to make me sign documents that your company does not have to equally agree to.

I have already reported my problem to several agencies and it is being investigated. I am prepared to contact over a dozen more consumer agencies if my situation is not remedied by All My Sons by June 1. I have been instructed to notify the insurance fraud division of the Washington State Insurance Commissioner's office of Kermit's action, as well as the local police department. Based on your request to wait until you have this paperwork, I will refrain from making those calls until June 1, 2006.

I thank you for your help and hope you understand that I have already experienced such an abusive lack of regard for my experience and refusal by All My Sons to rectify the situation, or even send the paperwork to get it looked at, that I am leery of your process and intent.

Attached is my list, which, as I said, is the best guess I can make.

5

400 lbs

RECEIVED  
 RL-2-06  
 CMT

Description of Loss/Damage	Age of Item	Cost to replace/amount claimed	Comments
<p>My queen mattress and box spring had been stacked on end on the truck floor which was truly covered in mud and water from the rain and the movers shoes, old dirt, etc. The ends of the box spring and mattress had soaked up this muck and are stained. Malik said the 'training video' they watch teaches them to plastic wrap the ends of these.</p> <p>Queen Beautyrest</p>	2 years	\$1500  100 lbs	If All My Sons had come out to clean this mattress right away, I would have accepted that. After all this time with a cruddy mattress, I want replacement value by All My Sons.
<p>As well, a brand new twin bed had the same treatment.</p>	6 mos.	\$350 50 lbs	Same
<p>The TV screen has numerous very large scratches on it. We have not been able to replace it and watch TV through the damage. It was not wrapped and was just stacked in the truck.</p>	2 yrs.	\$500	L.O.B \$50.00
<p>The computer monitor and CPU were broken. This was a high end system which had features specific to our use for graphics and video. To replace the features and software cannot be done at depreciated value. We lost very important work during the attempt to download the hard drive and have not recovered from this loss. We still have to attempt to retrieve an email database, but have not been able to afford the cost yet.</p> <p>All My Sons shoved this computer and monitor in the truck with no protection and high moisture from</p>	3 yrs.	\$1500  30 lbs	We already had to pay to have the information downloaded from the Gateway and had to purchase a cheap replacement because we could not afford a system of equal ability. This inconvenience was unacceptable and has caused me grief every single day since the All My Sons move. We still must pay to

RECEIVED  
6-2-06  
CMT



the rain. It then sat overnight in their shop and never worked again. We initially bought a new CPU -- losing software and information -- only to find the monitor would not turn on and had to be replaced, too.			have the information reconfigured so that it can be accessed. Additionally, the peripherals were matched to this computer.
Almost every piece of wooden furniture had dented corners, including two consoles, a computer desk, two dressers, and three open bookshelves.  30lbs ea x 3		\$200 consoles \$100 computer desk 7 bookshelves were custom made and cannot be replaced unless I have them built to order.	- 70 lbs
Two vintage chairs were stuck together due to the moisture. Much of the damage came from the truck sitting overnight in the "shop" because everything had been heartily rained on during the loading and the refrigerator was sitting in there.		Unknown  30lbs ea x 2	
The cushions on two black microfiber sofas were torn in several places. They also had been stood on end in the muck.		\$850	5 lbs x 2
The coffee table was dented and scratched.		\$50	40 lbs or 25.00 LBS
An exercise trampoline was torn and a foot was missing.		?	?
Four upholstered dining room chairs were dirty.		Cleaning costs	?
The cassette door to one of the bookshelf stereos is broken. It also		\$175	20 lbs

20.00 LBS

*u*

RECEIVED  
6-2-06  
CMT

was simply stacked in the truck with no padding.			
The computer desk keyboard shelf was broken.		\$39.99	repeat
A bookcase was cracked in several places.		\$100	repeat
The refrigerator has dents and scratches on the sides and door.	Older refrigerator, but we liked it		25.00 LOB
Time to move the furniture that All My Sons was supposed to place in the correct room			20 hours because I had to do it all alone - even moving sofas and bed, etc.
Time All My Sons failed to help customer	7 months		Refused to even send claim form; The stress, frustration, anger, inconvenience, humiliation, rudeness, attempted insurance extortion, time spent trying to solve problem=no possible way to repay - read my narrative for details
Items left at old house in addition to already listed items include: 4 burgundy outdoor ceramic pots Picnic table Old upright freezer Basement refrigerator	\$250		ND
Items moved by friend for \$100 Because All My Sons did not give us any information about what they would or would not move			ND
Kitchen contents - food from cupboards & paper goods, etc.	\$800		ND
White Scandia cabinet which is one of a pair that matched left at old house			Two will have to be replaced because they are meant to

RECEIVED  
6-2-06  
CMT



			match
Food from refrigerator left out over 48 hours because refrigerator was taken away	\$300		ND
Total amount of move to be refunded			
\$400 cash			