

NOTICE OF PENALTIES INCURRED AND DUE FOR VIOLATIONS OF LAWS RULES AND REGULATIONS JAN 21 1998

PERMIT NO: CC-1213
 BLUE BIRD TRANSFER, INC.
 2410 E. FIFTH ST.
 VANCOUVER, WA 98661

PENALTY ASSESSMENT NO: 97221
 PENALTY AMOUNT: \$1,000.00

The Commission has information on which it believes that you have committed one or more violations of Washington State Law or Commission regulation. Based on this information, the Commission hereby notifies you that it has assessed penalties upon you in the amount shown above under the provisions of Title 81, RCW, and the rules and regulations of the Washington Utilities and Transportation Commission. The violations that are the basis for this penalty assessment are described as follows:


On 7-30-97 through 8-1-97, per bill of lading number 18951, Blue Bird Transfer, Inc. performed a household goods move for Mark and Vicki Zadeh from 3117 NE 164th St., Ridgefield, WA to 4600 NW 199th St., Ridgefield, WA. The estimated legal charge for this move was underestimated by 82 %. This is in violation of RCW 81.80.132. Such conduct supports a penalty in the amount of \$1000.00.

Penalties are due and payable upon receipt of this penalty notice. If for any reason you believe the violations described did not occur, or that you have an explanation as to why they occurred, or have other facts you believe the Commission should have considered, the above law provides that you may make application for mitigation of this penalty. To do so, complete the enclosed mitigation form and return it to the Washington Utilities and Transportation Commission, Post Office Box 47250, Olympia, Washington 98504-7250, within FIFTEEN (15) days of your receipt of this penalty notice. If you want a hearing to contest the occurrence of the violation or the amount of the penalty, you may request one in your request for mitigation. If you request a hearing, please state why you believe a hearing is called for in your circumstances. The Commission will consider your plea and notify you of its determination.

Failure to return the mitigation plea or pay the amount due within 15 days will cause the Commission to refer this matter to the Office of the Attorney General for collection. Suit may then be brought against you and after trial, judgment may be entered against you.

DATED at Olympia, Washington and effective this 21st day of January, 1998.


 ANNE LEVINSON, Chair


 RICHARD HEMSTAD, Commissioner


 WILLIAM R. GILLIS, Commissioner

000243

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

APPLICATION FOR MITIGATION OF PENALTIES

I have read and understand RCW 9.72.030, which prescribes penalties for making false affidavits (printed below), and hereby make, under oath, application for mitigation of the penalties (as described on the attached form), for the following reasons:

see attached

NOTE: This form must be completed, signed and notarized, and received by the Commission within 15 days of your receipt of this form.

I swear that the foregoing is a true and complete statement of the facts in this case.

Walter K. M. Jones
Signature of Applicant

Sworn to and subscribed before me this
4 day of Feb, 1998

Cecile J. Houser
NOTARY PUBLIC in and for the
State of Washington, residing in
Vancouver, WA

CECILE J. HOUSER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
OCTOBER 18, 2000

RCW 9.72.030:

"Perjury-Second Degree: Every person who, whether orally or in writing, and whether as a volunteer or in a proceeding or investigation authorized by law, shall knowingly swear falsely concerning any matter whatsoever shall be guilty of perjury in the second degree and shall be punished by imprisonment in the state penitentiary for not more than five years or by imprisonment in the county jail for not more than one year."

Mark and Vicki Zadeh

- 1) According to Jack, they were to self pack many items (before moving day) and provide a stack of boxes from their shed. The stack ended up only being 4-5 boxes and we had to supply all the rest.
- 2) Told Wade she was getting about nine estimates, told Jack she had received five estimates and now claims to have only received two estimates, both of which were within \$400.00 of one another.
- 3) Upon completion of the job and the invoice being sent, the customer told us they would only pay the estimated amount plus the added valuation they requested.

000245

Moving was a losing proposition

My husband and I signed a contract in April with Accredited Movers (agent for North American Van Lines) to move our furnishings from New Jersey to Palm Harbor. The pick-up date was to be Aug. 29 or 30. We called on Aug. 23 and were told North American was having a problem getting drivers and did not know when we would be picked up. On Aug. 26 we went to Accredited and explained that we had to be moved out on Aug. 30 because we had confirmed booking on the Amtrak Auto Train. They said we had to deal with North American.

Finally, after much emotional aggravation, Accredited picked up our goods in their truck on Aug. 30. They said our things would be put in storage until North American found a driver.

The delivery was to be made between Sept. 2 and 6. On Sept. 2, North American said our goods had not yet left New Jersey. On Sept. 7 they said they didn't know where our shipment was. Same thing on Sept. 12.

On Sept. 13 the driver called to say he would try to make our delivery on Sept. 15. He did not tell us his location or leave a phone number.

We called North American and pointed out that our furniture was seven days late and we had no cooking utensils and few clothes. They sent us \$200 for expenses incurred by the delay.

When the driver arrived on Sept. 15, he apologized and said North American had contacted him in Tennessee on Sept. 10 and offered him \$500 in extra cash to drive back up to New Jersey to pick up four extra deliveries from warehouses plus an automobile and bring these items back down to the Carolinas and Florida.

He said North American had been understaffed for months and did not hire enough drivers to fill all its contracts. He said during his deliveries in the Carolinas, his truck had become badly damaged from hurricane winds and heavy rain.



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As our contents were unloaded, we watched in amazement. Every box labeled "fragile — glass — handle with care" had been bashed in and crushed. Parts of our bed were missing and our sofa, love seat and mattresses soaked with water.

North American paid us 60 cents per pound on our claims. Our homeowner's insurance covered some of the breakage but not the water damage.

We feel North American should reimburse us for the inconvenience, mental anguish and physical strain we suffered as the result of the delay and the damage, but it contends that it owes us nothing further.

The company's booklet says the only defense a mover has for not providing service on the dates in the contract is "force majeure."

This is a legal term meaning circumstances that could not have been foreseen and that are beyond the control of the mover to prevent.

Well, North American knew in advance it did not have enough drivers and the circumstances were preventable.

We hope you can get our money back. Arlene Renda

Response: You tell us you signed a release of all claims against North American in exchange for \$480 to cover damage to your goods plus the original \$200 for living expenses. Because relatives took care of you, you were unable to produce other receipts for out-of-pocket expenses caused by the delay, and North American refused to pay you for mental anguish.

North American did extend its apologies and an explanation that the "random nature"

of the business along with "unexpected variances" in size of shipments plus an "unexpected shortage of available drivers in your area" combined to cause the problem.

Ansel Spada, owner of Accredited Movers, said there is a serious truck driver shortage. He sent us an article dated July 25, 1994 from *Transport Topics*, which stated that the chronic truck driver shortage had received official recognition from Federal Reserve Board Chairman Alan Greenspan.

The situation is worse in summer when most people want to move, Spada said.

Part of the problem, he said, is that two years ago the government started requiring truck drivers to take a written test to get a trucking license. Nobody was grandfathered in, he said, and some long-time drivers did not pass the written test.

He also said that while truck drivers once earned \$30,000 to \$50,000 a year, wages have dropped drastically and drivers are finding other work because the salary no longer compensates for their being away from their families so much. Spada said he picked up your goods in his truck as a favor and was not paid for that service.

You have the option of filing a formal complaint with the Interstate Commerce Commission, 3535 Market St., Suite 16400, Philadelphia, PA 19104.

Action solves problems and gets answers for you. If you have a question, or your own attempts to resolve a consumer complaint have failed, write: Times Action, P. O. Box 1121, St. Petersburg, FL 33731, or call your Action number, 893-8171, or, outside of Pinellas, (800) 333-7505, ext. 8171, to leave a recorded request for Action. Requests will be accepted only by mail or on our voice mail system; calls cannot be returned. We will not be responsible for personal documents, so please send only photocopies. If your complaint concerns merchandise ordered by mail, we need copies of both sides of your canceled check.

We may require additional information or prefer to reply by mail; therefore, readers must provide a full mailing address, including ZIP code. Upon request, names will not be published.

Times Action in Philadelphia empowers

ent wants enjoy life



ANN LANDERS

your mind. — Nameless in Plano, Texas

Dear Plano: Don't give up on yourself. It is possible that you could have many years of peace and productivity.

You have a great deal to give. You could counsel AIDS patients and make a valuable contribution. Please hang in there, and let me hear from you saying you received my message. I send love.

In search of peace

Dear Ann: I read your column about the roster in France whose crowing irritated the neighbors. The owner was fined for disturbing the peace. I wish we had some law in Michigan that would take care of the young hoodlums who gun their engines day and night.

It is especially bad in mobile home parks where the speed limit is 20 miles an hour. They zip around going at least 60.

These wackos think they are King Kong when they gun their cars. If I had the money, I would move to France, where there is respect for the law and a decent judge. — Marysville, Mich.

Dear Marysville: You don't need to move to France. If teenage punks are zipping around at 60 miles an hour in a 20-mile zone,

VCR lost in move back to Florida

My daughter moved me from Florida closer to her home in Connecticut in 1993 because I had a heart attack. When I got to feeling better, I decided to move back to St. Petersburg. I am 78 years old.

My problem is that Family Movers, which did the moving, never delivered my VCR.

My furniture was delivered in two parts because they couldn't fit the whole load in one truck. When I asked the first delivery driver where my VCR was, he told me he left it on the floor in the living room and the men picking up the second load would bring it.

The second delivery men were in a hurry and I was alone. They tried to charge me \$1,300 for that load, twice what they'd quoted. When I said that wasn't fair, they cut the bill to \$600. Then I had to run to the bank for a check.

No sooner had they left than I looked for my VCR. I didn't find it. Now they tell me I never had one because it wasn't on the inventory list.

My daughter said the movers wrapped the VCR and the revolving disc in blankets they keep in the trucks.

I'm not complaining about my missing sheets and toiletries because I threw away that box and don't know the number on the inventory sheet, but I hope you can help me get my VCR back. Joan DeVito

Response: The folks at Father & Son Moving & Storage in Lauderdale told us the same thing — your VCR is not listed on your inventory nor did you note it was missing at the time of delivery (Family Moving & Storage is an agent for Father & Son Moving).

Claims adjuster Carolyn Lare checked your file and said the only things her company moved for you were boxes and crates that you had packed yourself. It is inconceivable, she



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said, that you would have shipped a VCR without packing it in a box. She assured us that nothing but boxes and crates were shipped.

Because you said you also shipped an apartment full of furniture but never got a copy of the inventory, we asked for a copy.

Ms. Lare said she would fax it to us. We called the next day to say we had not received it. She said that's because your file had been moved into a warehouse for storage and because the company was busy, she had no idea when someone would have time to get it.

She said she had sent a copy of your inventory to Pinellas County Consumer Affairs and suggested we ask them for a copy. Consumer Affairs never got the inventory either. They said they would write the company and ask for it.

Pinellas County Consumer Affairs records show 11 complaints about Father & Son filed over the past five years and two complaints about Family Moving & Storage over the past two years. Most of the complaints were not resolved to the customer's satisfaction.

According to the Attorney General's office, Father & Son Moving has done business under 16 business names. In 1992 the Attorney General's office sued them all under the state's Deceptive and Unfair Trade Practices Act.

When you make a move, it is your responsibility to see that everything is listed on the inventory and that you get a copy of the inven-

tory. It is also your responsibility to check everything off when it arrives.

If something is missing, you need to note that fact on the bill of lading before signing where it says, "delivery acknowledgement; shipment was received in apparent good condition...."

That protects the moving company from your claiming to have lost something that you never had or claiming damages that occurred after the move. Of course, it also means you probably won't have a prayer of collecting on a claim for anything that later turns up missing or damaged.

Because you were moved from out of state, the Interstate Commerce Commission is where you may address your complaint.

That agency is said to have been given gums without teeth, so don't expect much. The address is: 3535 Market St., Suite 16400, Philadelphia, PA 19104.

More 'Highlights'

I ordered a one-year subscription to *Highlights for Children*. I paid \$23.64, but my granddaughter got only one magazine. Please get them to either send her the magazines or get my money back. Katie Marticiuc

Response: Happy to hear that your granddaughter is getting the magazines.

Highlights for Children says it has issued a postal watch to ensure proper delivery and extended your expiration date to compensate for missed issues.

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FOOD FILE / By Nancy Paradis

Food File appears in the Food section each week listing events, tastings and other information of interest to shoppers and cooks around the Tampa Bay area. Information on our board can be found on page 10.

"smaller" California vineyards, 7:30 p.m. Fri., free; California wines for summer, 7:30 p.m. July 14, free; Cork n Beans, 2519 McMullen-Booth Road, Clearwater, 7:30 p.m. July 12.

2201 First Ave. N. St. Petersburg. Schedule: international smorgasbord, Wed.; no luncheon, July 5; Nigeria/Ghana, July 12.

advanced microwave-convection, bread baking, 1:30 p.m. June 29, \$5; APSCO Microwave Studio, 2655 E Bay Drive, Welch Flca, 1:30 p.m. June 29.

Her moving experience can

In October I contracted with Starving Students Movers (also known as Sunshine Movers) to move our household goods 10 miles to a new home.

We started off with some misgivings after employees twice failed to show for estimate appointments but the owner, Brian (DeBrynn) McDuffie, made excuses and gave assurances. Anyway, by then we had to make the move in two days and it was too late to call someone else.

He assured us that everything could be moved in one trip at a cost not to exceed \$350.

At first things appeared to go smoothly but at noon the three men who showed up announced that not everything would fit in the truck. They kept wanting to make deals on the side and asked us not to include their tip in the check because then they might not get the money.

They were supposed to finish by 3 p.m. By 3 we were disgusted. The younger man was complaining of exhaustion. He said it was his first moving job. They ignored our directions and dumped carpets and furniture anywhere. Things were not wrapped or protected and often times dragged. Furniture and paintings were damaged.

Finally while carrying in a 4-by-7-foot glass table top the older man dropped it on the tile. Broken glass cut the younger man's head splattering blood all over



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the foyer and living room carpets and other furnishings. In trying to stop the bleeding we used bath towels, blankets and pillows. All the sofa pillows were saturated with blood.

We called paramedics. The other two movers disappeared during the crisis and offered no aid.

Later we informed the manager of the accident and asked for help in cleaning up the mess. Around midnight someone arrived to finish unloading Sunshine's truck and pick up the \$350 check. He left a note saying he would return the next day to clean the carpets, assess the damage and move the rest of our things.

He neither returned nor telephoned. We had to rent a truck to complete the move ourselves and clean up the mess.

Although we have since had several conversations with Brian, it is apparent that he has no intentions of getting our rugs cleaned, having our damaged furni-

only be called a nightmare

ture repaired or giving us insurance information. Several times he has threatened us with legal action.

We now realize we should have checked with Consumer Affairs before hiring this company because there have been many complaints against it.

Thank you for anything you can do to resolve this situation.

Beverly Green
Response: Count your blessings

Your belongings were not totally destroyed by water, bug spray or vandals and all your valuables did not mysteriously disappear. Our files contain 10 complaints against this company, some of them from persons who lost all or most of their belongings.

One man said he found some of his jewelry in the cab of a Sunshine truck. It had been taken out of his dresser drawer even though he watched his furnishings being loaded and unloaded and followed the truck to his new home.

Sunshine Movers, a.k.a. Starving Student Movers, is out of business for now. Police are still investigating complaints. But while McDuffie has admitted to making mistakes, police say it is very difficult to prove criminal intent.

Prior to setting up business here in 1990, McDuffie had a moving business in Louisiana. Police also investigated that company after receiving some 50

complaints, but no criminal charges were filed there, either.

We suggest you write it off to a bad experience and don't make another move without first checking for past complaints and buying your own insurance.

Sunshine Movers customers who are missing household goods should contact St. Petersburg Police Detective Paula Zitzelberger, 893-7617. Police are hoping to identify some of the household goods they have found but their job hasn't been easy. Last month, for example, McDuffie sold one of his moving trucks to a scrap dealer still loaded with somebody's furniture and clothes.

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ANN LANDERS
 COLUMNIST

ngle and not worried

Dear Ann: I am responding to letter sent in by "Happy and gle on the West Coast." He was young man in his early 30s who criticized by his family and nds because he was still single. writing to say the criticism is ch worse if you are a female.

I'm 28 and have never married. I not disturbed by this in the t, but society has decided by the woman is not married by the of 30, she is considered an old d'"n attractive, enjoy a full so- nd have no trouble getting as. At this time, however, I am interested in marriage. Many y friends are involved in un- py and unhealthy relationships, they still want to get married N, the people they're involved M), which baffles me.

"I'm not going to make the same Q take my mother did. She mar- the first male who showed in- G st in her. She gave him 27 s of her life, and he dumped Q suddenly two years ago. Ironi- N, it's my mother who nags me t about getting married. I'd t to know what her generation C thinking when they were tying not in their late teens and ear- le At that age, one does not

When moving, it's buyer beware!

■ Today's column on hiring a moving company is the 12th in Action's three-week series of tips to help you become a better educated consumer. Wednesday we will continue with moving companies.

The moving industry is a buyer-beware industry.

While many movers are competent and ethical, fly-by-night operators continue to "low-ball" customers (give them a very low non-binding estimate and then refuse to unload the truck until they are paid a much inflated amount). Unscrupulous companies have also been known to store goods in leaky, bug-infested warehouses, "lose" valuables or simply disappear with a family's entire shipment of furniture, clothes and heirlooms.

How do they get away with it? For one thing there is little regulation, especially on interstate moves (within Florida). The Interstate Commerce Commission was supposed to regulate moves between states, but federal deregulation wore down the ICC's teeth. Now the ICC has been disbanded and its duties farmed out to the Department of Justice and Department of Transportation.

Add to that customer vulnerability. A household move involves relinquishing total control of all your earthly possessions to strangers at a time when you are already frazzled by physical and emotional upheavals, critical decisions and major expenses. In short, you're ripe for rip-off.

How can you protect yourself? 1. Before hiring a local/intrastate mover, send a postcard to: Moving Brochure, 216 Mayo Blvd., Tallahassee 32399-0800 and ask for a free copy of *Household Goods Moving in Florida*. For interstate moves (between



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states) ask the moving company to provide you with a free booklet "Your Rights and Responsibilities When You Move."

2. Read them!
 3. Start contacting movers at least one month ahead of time. Keep in mind that moving in summer (particularly near the end of a month) is like flying at Christmas. The service is apt to be awful.

4. Select a company from references given by friends or coworkers. Check the company with your local consumer protection agency for a history of complaints.

Be aware that when you hire a nationally known moving company for an interstate move, you need to check out that company's local agent.

5. Unless you are just moving a few items locally, get a "binding" estimate in writing. Binding estimates mean you can't be required to pay more when your goods are delivered unless additional services are required (such as the need to use elevators or carry things down a long driveway). Non-binding estimates are initially cheaper but you can wind up paying much, much more.

Get a copy of a signed and dated binding estimate and make sure it includes any extra charges, such as packing, warehouse handling, storage, travel time, fuel surcharge and containers.

6. On interstate moves, ask to have pick-up and delivery dates and a dollars-per-day penalty for late delivery spelled out on your contract. If the company can't guarantee a delivery date, ask the driver, when he arrives to pick up your things, how many loads he has, where he's going and where your goods will be in the truck. That may give you an idea of your chances of an on-time delivery.

On all moves, get pickup and delivery dates in writing. Do not accept "as soon as possible" in lieu of dates.

7. Do not release your goods at the movers' minimum liability limit of 10 or 30 or even 60 cents per pound per article. Should your video camera be lost or damaged you may collect less than \$1. Ditto your grandmother's Waterford vase.

When movers limit their liability, they are required by law to offer valuation alternatives. Be completely sure of the coverage you have before you move (see Wednesday's column for details).

8. Ask to see the moving company's certificate of insurance for Worker's Compensation (without it you could be sued if an employee is injured). Also ask to see proof of the company's liability insurance (without it the company may not be able to pay should you need to file a claim).

9. Interstate movers by law must give you a copy of the Carrier's Annual Performance Report.

10. When packing, number each box and write on it the room into which it should be delivered but never write the contents on the box.

11. Make a separate list of each box number and the contents of each box.

12. Do not pack family heirlooms, expensive jewelry or anything that is irreplaceable. Take

these with you.

13. If your goods need to be stored, be sure to inspect the storage facilities in person for signs of leakage, rodent or insect infestation, etc.

14. If you did not get a binding estimate on an interstate move, the law says you do not have to pay more than 110 percent of the estimated cost when your goods are delivered (plus or minus any change orders). Interstate moving companies are not allowed to keep any of your possessions if you pay that amount. Call police if the driver objects and attempts to withhold some of your goods. You have 30 days to pay the balance.

The above rule does not apply to local/intrastate moves.

15. Be sure to have at least two other persons on hand to help you when your goods are delivered.

16. Do not sign a receipt for your goods until you have inspected each delivered item, checked it off your own inventory list and made a note of damages or missing items on your own inventory and that of the driver.

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Put sweat into perspective

I decided this spring to move to a different apartment about half mile away. Cone's Transfer, Inc. was recommended and when I called, I was impressed by the businesslike manner they presented.

An agent came to my home and gave me an estimate of 3½ hours for \$191. Two men were to show up on May 27 at 9:30 a.m.

The men arrived at 8:30 a.m. without the boxes I had requested for my mattresses. It was a hot morning, and I prepared water and coffee for them. The men, Pete and Scott, were quite polite and pleasant, but from the start Scott was sluggish and extremely slow.

I also noticed that he was perspiring profusely all over my furniture.

I spoke to Pete about this and said I was getting frustrated. Pete said he would mention it to Scott, but it seemed to make no difference. They wound up taking 4½ hours to make the move and charged me \$233.

Later, I called the office and spoke to Joe. I outlined my complaint and said I felt I was due a refund. He said Pete and Scott had been working for him for 1½ years and he had never gotten any other complaints about Scott. He said he would find out what had happened and get back with me.

He never did.

I have made quite a few moves in my life, but in all those years I was never subjected to this kind of inefficiency, nor have I ever felt so frustrated and helpless.

Thank you in advance for your kind attention.

M. G.

Response: J. B. (Archie) Tennes, vice president of Cone's had this to say:

1. Pete and Scott are excellent workers. In addition to furniture, they moved approximately 60 cartons from a second floor to a second floor with no elevator at either place on a hot morning. Under these conditions, you cannot expect an employee to be galloping at full speed.

2. You had the two men looking for and calling out the numbers you had written on the boxes as they unloaded, which was time consuming.

3. His men are instructed to be careful about soiling furniture, but it is virtually impossible in our climate for a normal person carrying furniture up and down stairs not to perspire.

4. The 3½ hours was an estimate, not binding, and it was within bounds.

5. You asked the men to remove two ceiling fans. They do not remove items attached to walls or woodwork, however, Pete agreed to do the job on his own time the next day. You gave him one of the fans and gave Scott a \$20 tip.

Tennes says you did not complain about the cost at the time, have had no complaints about damage and



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you even tipped the workers. Yet, you now feel you are entitled to a refund. He feels you got a good move, were not overcharged and are not entitled to a refund.

"If you were dining at a nice restaurant and the waiter gave you lousy service, would you reward him with a generous tip?" he asks. "Does she expect Scott to return the tip and Pete to return the fan?"

Obviously, you are not a regular Action reader or you would know that there are movers who give you a low estimate over the phone, load your goods onto a truck and then demand double that amount. If you complain, they say it will cost you almost as much to unload your stuff again.

They do not arrive an hour early. They arrive several days or weeks late. And when they finally deliver your things, days, weeks or months later than promised, you may be told that you must pay still more money before they will unload it. And after you discover that all your family heirlooms are missing, mangled or sprayed with roach killer, you learn that the extra "100-percent coverage" insurance they sold you is worthless, that they just closed their office and reopened under another name down the street, and that there isn't a darned thing you can do about any of it because the moving industry is unregulated and there is nobody to help you.

Hope that helps put the perspiration into perspective.

Reaction

Just wanted to thank you. I returned from vacation to find my check from Polaroid. They mentioned you people as the ones who pushed them.

Helen Dmitruk

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Will the real mover please stand up?

Based on an estimate of \$2,300, we hired Eastern Van Lines to move our possessions to California from Brandon. When the movers arrived, they said we had to pay an additional \$1,300.

Two weeks after pickup, our things were still in Florida. Eastern said we must pay the \$1,300 before our goods could be shipped. Meanwhile, I had to spend more than \$2,000 on new school clothes, a sofa, refrigerator and temporary silverware, and we lived mostly on the floor in an empty house.

Two more weeks went by before another mover, East Coast Connections, delivered our stuff. But they said we must pay \$3,818 before they would unload it. I had to borrow money to pay them off.

Upon unpacking, we found several things missing. My wife's jewelry case was empty. It had contained \$4,000 worth of jewelry, including a family heirloom more than 100 years old.

East Coast's drivers said most of our boxes were opened and the contents scattered around Eastern's warehouse when they picked up our shipment.

We were also missing coins, a power drill and \$500 worth of new school clothes that my daughter had bought with her summer babysitting money. Ten boxes are totally unaccounted for.

We feel as violated as if we had been held up at gunpoint.

Any help you can provide in recovering our possessions will be appreciated. Bryan Scott

Response: The inventory list you sent us is printed on Mayflower Transit Inc. paper. However, Mayflower said it had nothing to do with the companies involved and that its name was used improperly.

The folks at East Coast Connections subcontracted with Eastern to move your goods. They said some of your things were unpacked and scattered when their drivers made the pickup from Eastern's warehouse.

Your moving estimate form is imprinted



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with "Eastern Van Lines" but your bill of lading says "Right Move." The occupational license for Eastern is in the name of American Van Lines.

None of these companies is listed in the phone book, so we called the number you gave us.

"Moving and storage," someone answered.

When the owner, Anthony DiSorbo, came on the line, we asked why so many names were being used.

"I think American bought Eastern not too long ago," he said. "As far as I know, Eastern is being dissolved."

"Who owns American?" we asked.

"The new owner is me," DiSorbo said.

Who owned Eastern?

"Aldo . . . no, I don't know if he owns it or not," DiSorbo said. "It's complicated the way it happened, but Aldo DiSorbo owned it."

"Any relation to you?"

"He is my brother."

DiSorbo said he had no idea how Mayflower's forms came to be used in your move. He explained that Right Move was Eastern's name a year ago.

We asked why Eastern was not in the phone book.

"It is listed under the name Nice Little Jewish Boy," DiSorbo said. That was Eastern's name when he bought the company, he explained.

As for your complaint, DiSorbo said it is impossible for him to give binding estimates because a customer might add extra items at the last minute and because a mover cannot determine the exact weight of a shipment ahead of time.

The reason your shipment was delayed, he said, was because you did not have the \$1,300 when your goods were picked up. You promised to mail it, but he never got it, DiSorbo said. After three weeks he had your goods shipped anyway. Then you were required to pay the entire balance on delivery.

As for losses, DiSorbo said he has a rider from East Coast that indicates that only one box was opened. All of your boxes were checked off on inventory sheets to East Coast, he said.

He would be happy to conduct an investigation, DiSorbo said, if you would send him proof that those priceless heirlooms or anything else you claim is missing were ever in existence. He said you have not responded to this request.

We suggest you send him that information and let us know what happens.

By the way, moving companies routinely provide binding estimates with the proviso that extra goods will result in additional charges. Also, other movers say they can closely calculate weight by looking at your goods.

Binding estimates are higher, but they cannot be increased unless goods or services are added.

You may file formal complaints with the Interstate Commerce Commission and the Florida Department of Agriculture and Consumer Services, but don't hold your breath. The moving industry is largely unregulated.

Action solves problems and gets answers. If you have a question or your own attempts to resolve a consumer complaint have failed, write: Times Action, P.O. Box 1121, St. Petersburg, FL 33731, or call your Action number, (813) 893-8171, to leave a recorded request for Action.

Requests will be accepted only by mail or on our voice mail system; calls cannot be returned. We will not be responsible for personal documents, so please send only photocopies. If your complaint concerns merchandise ordered by mail, we need copies of both sides of your canceled check.

We may require additional information or prefer to reply by mail; therefore, readers must provide a full mailing address, including ZIP code. Upon request, names will not be published.

Be thorough when hiring mover

I recently had a bad experience with a Bradenton moving company. I can't write to them because I don't have their address.

My goods arrived with scratches and cuts on the sofa, entertainment center and several other things, and I have not yet even examined the contents of sealed boxes.

They said they had insurance, but when I called about damages, the person answering the phone would not give his name or the company's address. He implied that, if I wanted my possessions to arrive undamaged, I should have used another moving company. V.S.

Response: At least he was honest! How many incompetent moving companies would admit that you should hire someone else if you don't want your things damaged?

Since you apparently have no contract or documentation of damage and since it would probably not be cost-effective to take the company to Small Claims Court, we suggest that you file a formal complaint with Florida Consumer Services, (800) 435-7352.

Sorry about that. Since there is little regulation of the moving industry, consumers must protect themselves. Before making a local/intrastate move, follow these steps:

- Send a postcard to: Moving



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Brochure, 216 Mayo Blvd., Tallahassee 32399-0800 and ask for a free copy of *Household Goods Moving in Florida*.

- Read it.
- Start contacting movers at least one month ahead of time.
- Select a company by getting references from friends or coworkers. Check these companies with the state consumer affairs office and your local consumer protection agency.
- Unless you are moving just a few items locally, get a "binding" estimate in writing, which means that you can't be required to pay more when your goods are delivered unless additional services are required (such as the need to use elevators or carry things down a long driveway). Be sure the binding estimate includes any extra charges such as packing, storage, fuel surcharge and containers.

Non-binding estimates are initially cheaper, but you usually wind up paying much, much

more.

- Get pickup and delivery dates in writing. Do not accept "as soon as possible" in lieu of dates.

- Consider acquiring your own moving insurance through your homeowner's policy or some other company. There is no state regulation requiring moving companies to carry insurance. Some companies limit their liability to as little as 10 cents per pound per article.

- Ask to see the moving company's certificate of insurance for Workers' Compensation. Without it you could be sued if an employee is injured.

- Ask how many employees a per-hour price includes. Is the truck large enough to do the job in one trip?

- Do not deal with a company that does not provide you with a street address.

- When packing, number each box and write on it the room into which it should be delivered. Never write the contents on the box.

- Make a list for yourself of each box number and its contents.

- Do not pack family heirlooms, expensive jewelry or anything that is irreplaceable. Take those things with you.

- If your goods need to be stored, be sure to inspect the storage facilities in person for signs of leakage, rodent or insect

infestation, etc.

- Be sure to have at least two other people to help you when your goods are delivered.

- Do not sign a receipt for your goods until you have inspected each delivered item, checked it off your own inventory list and made a note of damages or missing items on your own inventory and that of the driver.

Moving companies do not usually assume liability for damage to goods in boxes that were packed by the customer, unless the box itself shows signs of damage, so you need only to inspect the outside of boxes you packed.

Do not believe a driver who says you can make a claim later for any damages discovered after he leaves. You can't.

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Requests will be accepted only by mail or voice mail; calls cannot be returned. We will not be responsible for personal documents, so please send only photocopies. If your complaint concerns merchandise ordered by mail, we need copies of both sides of your canceled check. Readers must provide a full mailing address, including ZIP code. Upon request, names will not be published.

Movers have record of complaints

We hired Father & Son Movers this summer to move us from Winthrop, Maine, to Largo. A Mr. Hogan came to our house and gave us a binding estimate of \$2,979 based on 7,250 pounds. The cost included \$178 worth of insurance to cover \$21,000 in replacement value.

We asked if the moving truck would have a problem with access because we lived on a narrow one-way street. Mr. Hogan said there would be no problem.

The nightmare began when the moving van arrived. The driver was Butch from Family Moving & Storage. He said Father & Son subcontracted work out to other movers.

Butch complained that he could not get his truck close to our house. He got angry and said he was sick of appraisers arranging difficult pickups. He threatened to leave.

We were in a desperate situation since we had to be out of the house the next day.

Butch called his office and handed the phone to us. A person named Frances said they could not move us unless we either hired three of their men at \$100 each (in cash) to load the truck or pay another \$600 to hire a shuttle truck.

Since we had both just lost our jobs and barely broke even on the sale of the house, we had no choice but to hire the three men. Meantime I tried repeatedly to reach Mr. Hogan without success.

Two hours later when the truck was loaded I noticed there were two amounts on the shipping document — one for \$2,979 and the other for \$3,277. Butch said we might have to pay the higher amount in addition to the \$300 because it was a "long carry."

He also asked if we could pay in cash upon delivery because the company was 60 days behind in paying its independent drivers (which was a shock to us since Mr. Hogan had assured us he used all company trucks and drivers).

When our goods were delivered, Butch had added \$109 for excessive distance carry and, without my authority, had increased our



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insurance coverage so that the premium was \$221.

Butch said the insurance was automatically adjusted when the weight was more than estimated. He never did tell us the actual weight nor does it show up on my bill of lading. If I didn't pay, Butch said he would not unload my goods.

I called Family Moving and they confirmed what Butch said; but they could not tell me what the total weight was, either.

Several things were damaged during the move. The claim form sent by Family Moving states the company is not responsible for anything that was not packed, unpacked and inspected by them. They did not tell me that when I bought the insurance.

I think other unsuspecting people should be alerted to these practices.

James J. Morello

Response: You were being sent a release in the amount of \$300 "for compensation as well as for his claim of damages," said Noelia Smith of Family Moving claim's department.

She said the company apologized for the problems you experienced and has dealt with the individuals involved.

Ms. Smith did not say why the actual weight of the shipment is not listed anywhere or why you are being offered \$300 when your claims amounted to \$414 plus the \$451 you paid over and above your \$2,979 binding estimate.

Family Moving & Storage is home based in Lauderhill, Fla. According to the Florida Attorney General's office, the company changed its name from Father & Son Moving.

In fact, said Jose Gonzalez of the Holly-

wood Attorney General's office, Father & Son Moving has been doing business under 16 business names at one time or another. The Attorney General's office sued them all in 1992 for a variety of things, Gonzalez said, under the state's Deceptive and Unfair Trade Practices Act.

The companies were alleged to have engaged in "low balling," in which customers are given very low estimates with the knowledge that the charge will be much more. Once the goods are loaded on a truck, they are held hostage until the mover is paid. If a customer doesn't pay, his goods are put into storage and he is charged additional money for that.

Florida does not regulate interstate moves, Gonzalez said. That's why his office sued under the Deceptive and Unfair Trade Practices Act.

Gonzalez said the state won an appeal last month to a trial court ruling that the act was not applicable to low balling. Now Family Movers is appealing that decision.

Because Florida has no jurisdiction over interstate moves and because there are some questions left unanswered in your case, you may wish to file a written complaint with the Interstate Commerce Commission, 3535 Market St., Suite 16400, Philadelphia, PA 19104.

The Pinellas County Consumer Affairs office has a record of 11 complaints against Father & Son Moving & Storage since 1989

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Customer not entitled to full moving refund

When another company was unable to move my belongings, I was solicited by a representative of Starving Student Movers. He promised to move my things for \$1,500 and gave me a verbal estimate of 1,000 pounds.

He later told me I had 4,300 pounds and the cost would be "much higher."

I immediately requested the return of my belongings and a refund.

I got my things back and was given two checks toward the refund. The second check bounced.

This company, which also uses the names Sunshine Movers and AACCo Moving Co., does not have an address on its business card or contract.

Furthermore, according to M. F. Clemens Jr. of the Interstate Commerce Commission (ICC), "any company engaged in the for-hire movement of household goods in interstate or foreign commerce must secure authority from this commission. Sunshine Movers has such authority."

Please help me locate Sunshine Movers and recover my \$1,029.
Charles Callen

Response: Sunshine Movers Shelly McDuffie responded to your complaint.

She said when you contracted with her company for a move to Australia you were well aware that your goods far exceeded 1,000 pounds but said that not every thing was going.

You were going to pick out only the necessary items not to exceed 1,000 pounds.

When the moving crew had loaded 1,000 pounds you said you wanted all the goods to be shipped and would have no problem paying the additional cost.

Your goods were loaded and prepared for overseas shipping.

At that point your mother con-

Computer foul-up to blame for delay

I ordered a one-year subscription to *Consumer Reports On Health* in September. My \$24 check was cashed but to date I have received only two issues and four notices to send \$24.

Three times I have sent copies of my canceled check asking for a refund but to date they have ignored my letters.

Law may ground model airplanes on city property

People have been flying model airplanes at the old Busch Complex on 62nd Avenue NE in St. Petersburg. I wonder if they have permission from the city to do this. It seems pretty dangerous to fly so close to 62nd Avenue.

Not long ago one of the planes crashed on the seventh green of the Mangrove Bay Golf Course.

If a lawsuit comes up because one of these planes hits a car or a person, it seems to me the city would be liable since the planes are flying from city property.

D.P.

Response: According to Lee Metzger, St. Petersburg Leisure Services administrator, on Jan. 30 the City Council directed its Leisure Services and legal departments to draft an ordinance that would restrict the use of city land used for flying remote controlled airplanes.

Of primary concern are noise and safety.

As with all new ordinances, a public hearing will be scheduled before council members consider it.



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tacted the company and said she wanted your goods returned. She was told there would be charges for almost two days' labor plus the time it would take to reload and return the shipment.

She ordered the shipment re-delivered.

The company calculated charges to that point and refunded the balance. It also agreed to send a supplement check of \$100 to satisfy your mother.

That check was sent July 17 but was not cashed until October, by which time the account with Sun Bank had been closed.

If your mother will send the check back to Sunshine Movers, a new check from the company's current bank will be sent to her.

Ms. McDuffie said the company's address is on the top of the contract and that the company operates with ICC authority under license No. 239242.

If you're moving, learn to avoid costly mistakes

When we retired last year, we hired Terminal Van Lines of Clearwater to move us from Chicago to Florida.

Although a guaranteed-price contract was signed for \$3,238, the driver increased the price to \$3,600 because of alleged overweight. We paid that without complaint.

But many of our things are missing or broken, including a dresser mirror that the movers deny damaging even though we saw them do it. Many of the missing items were listed only as "boxes" on the bill of lading even though the contents were clearly marked on the outside of each box.

We are missing a boombox, linens and bedspreads, new tools, cookware and new clothes.

When our shipment arrived at our new home, the driver and his assistants were in a hurry and would not, when asked, check to see if everything was accounted for.

Terminal Van Lines refuses to make any settlement, not even a partial one. We would appreciate it if you could get something for our loss.

F.P.

Response: The people who suffer the biggest losses from moves are people like you who may only make one major move in their lives — usually when they retire.

Unless they educate themselves or get advice from an experienced friend, they will make big mistakes that will cost them big money.

Your first mistake:

Mary Williams of Terminal Van Lines Customer Service says you agreed to standard carrier liability — moving insurance — of 60 cents per pound per article. That is the least amount of coverage you can get and does not cost you anything. It is also nearly worthless.

Could you replace anything you own for 60 cents a pound? Even if your mover accepted your claim, that is all you would get.

Second mistake:

Your boxes should also have been numbered on the outside and, more important, when they arrived, *you*, not the movers, should have taken the time to check them off, along with every stick of furniture, before signing the inventory.

Naturally the driver and his assistants will not want to sit around and wait for you to do that. And some movers will intimidate you into signing without checking because they do not want you to discover any losses (or theft).

The inventory sheet clearly says, "WARNING — before signing check shipment, count items and describe loss or damage." You signed without indicating any loss or damage. Therefore, you have no basis for a claim.

Third mistake:

Your order for service gives a "guaranteed" moving price of \$3,238. Your estimated cost of service sheet has the word "binding" written in front of the \$3,238 total.

A binding estimate means the mover cannot



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charge you more, even if your shipment turns out to weigh more than estimated. But when the driver objected to the weight, you agreed to pay an additional \$362. You did not need to do that.

Ms. Williams said her company was unable to locate any of your missing boxes. The driver said there was a good deal of confusion over what was to be transported. You chose a very limited valuation coverage and made no notations of missing or damaged items at delivery. For these reasons, your claim was denied.

We doubt you have any chance of collecting on the lost boxes, but you might consider filing a complaint with Interstate Commerce Commission over the \$362 that was added to your binding estimate. Write to the commission at 3535 Market St., Suite 16400, Philadelphia, PA 19104.