

June 1, 2016

RE: Account of my experience with Long Haul Movers for purposes of arbitration

FR: Dr. Kimberly A. Luse

In August, 2015, I made the decision to lease my home in Hahira, Georgia, and relocate back to my home in Cincinnati, Ohio. Hahira is a very rural community, in the most southern part of the state of Georgia. Having moved four times prior to this between states I knew it was important to get a walk-through quote from the moving company that I hired. This is where my issues began. I was unable to get any of the major moving companies to come to give me an estimate, as I was several hours drive away from any major city, such as Tallahassee, or Atlanta. I turned to the Georgia state's website and searched their consumer page and found a link to request competing bids from movers. I entered my email address and cell phone number and Linda, from Long Haul Movers called almost immediately.

We spoke at length. I had a four bedroom house, although one bedroom was totally empty. Linda told me that they would not drive up from Florida to give me an estimate, but that she was confident she could give me a bid that was accurate. I relayed to her that I had already begun to pack, and expected to have a lot of the belongings in boxes ready to be placed on the truck when the movers arrived. Below, please find the original estimate that Linda sent:

Hello Kimberly , It was a pleasure speaking with you today. Following is your **BINDING QUOTE** we discussed according to the list of items provided (you can always adjust your list up to 48hrs before the pick-up date). Remember, your weight is **always unlimited!** As I mentioned, we are an actual, fully licensed & insured national moving company, NOT a broker or agent. We utilize our own trucks & crews, and we guarantee all of our pricing. This quote includes: All loading & unloading All disassembling & reassembling of basic furniture As many protective padded moving blankets as are necessary All taxes, tolls, mileage & fuel Please review your quote and contact me at your earliest convenience with any questions or to book your reservation (20% Deposit; 50% at Pick-Up; Balance in cash/postal money order on Delivery). Thank you & have a great day, Linda



| Binding Moving Estimate | | Reference No: W478024 |
|---|---|------------------------------|
| Long Haul Van Lines 17601 S Denver ave Gardena, CA. 90248 US DOT: 2546909 MC: 886725 | Customer Rep: Linda Phone: 1-800-381-7545 Ext. 103 Fax: 954-987-6044 Email: linda@longhaulvanlines.com Web: http://www.longhaulvanlines.com | |

| Moving From | Moving To |
|--|--|
| Kimberly Luse Ground Valdosta, GA 31632 Phone: 304-657-3425 | Kimberly Luse Ground Cincinnati, OH 45202 kimluse@gmail.com |

| Relocation Details | | Relocation Estimate | |
|------------------------|--------------------------------------|--|-----------|
| Job No: | W478024 | Basic Estimate Price | \$2756.00 |
| Representative: | Linda | Fuel Surcharge: 5.00 % | \$137.80 |
| Move Type: Residential | Long Distance, 666 miles | might need storage for 10 days | \$0.01 |
| Estimated Volume: | 1040 cf. (7280 lbs) \$2.65 per cf | discount | - \$75.00 |
| Move Day: | Thursday | Basic Valuation Protection: \$0.60 per lbs. per article | \$0.00 |
| Requested Move Date: | 08/20/2015 | Total Moving Estimate | \$2818.81 |
| Reference By: | Moving.com | | |
| Created on: | 08/10/2015 | | |

| Full Value Protection Amount of Liability: \$43,680.00 (Optional) | | | | | | |
|---|-----------|-----------|-----------|--|--|--|
| Deductible Levels: | \$1500 | \$2000 | \$2500 | | | |
| Valuation Charge: | \$5241.60 | \$4804.80 | \$4586.40 | | | |
| Total Estimate Plus Valuation Charge: | \$8060.41 | \$7623.61 | \$7405.21 | | | |
| Customer's Initials: | X _____ | X _____ | X _____ | | | |

WARNING: If a moving company loses or damages your goods, there are 2 different standards for the company's liability based on the types of rates you pay. **BY FEDERAL LAW, THIS FORM MUST CONTAIN A FILLED-IN ESTIMATE OF THE COST OF A MOVE FOR WHICH THE MOVING COMPANY IS LIABLE FOR THE FULL (REPLACEMENT) VALUE OF YOUR GOODS** in the event of loss of, or damage to, the goods. This form may also contain an estimate of the cost of a move in which the moving company is liable for **FAR LESS** than the replacement value of your goods, typically at a lower cost to you. You will select the liability level later, on the bill of lading (contract) for your move. Before selecting a liability level, please read "[Your Rights and Responsibilities When You Move](#)", and [Ready to Move Brochure](#) provided by the moving company, and seek further information at the government website www.protectyourmove.gov

| Understanding Your Estimate |
|---|
| <p>*WEIGHT IS ALWAYS UNLIMITED!!*</p> <p>This estimate is a BINDING and guaranteed estimate based on information that the customer has provided us (zip codes, inventory, etc...). If your inventory list or pick-up date changes we ask that you give us at least 24hrs advance notice so we can provide you with your adjusted quote.</p> <p>Our services includes:</p> <p>* Disassembling & reassembling of all your basic furniture. We will protect all your furniture with</p> |

protective moving blankets and pads.

* Loading & unloading.

* Mileage, Taxes, Fuel, Tolls.

* Basic valuation protection of \$0.60 per pound per article (we will not be liable for pressed wood items).

The estimate does NOT include packing supplies, materials and/or packing services, unless included in the estimate above.

We have a NO HIDDEN COST POLICY! Additional charges will apply for:

Stairs: The first flight is free (7 steps), each additional flight is at a one time charge of \$75 per flight (stairs inside the home are always NO CHARGE).

For elevator use there will be a one time charge of \$75.

Long Carry: According to the D.O.T. standards the first 75FT will be free. On each additional 50FT there will be a charge of \$75.

Shuttle Service: If there is no access for a 53' tractor-trailer at the time of the delivery a shuttle fee will apply. The first 200CF will be \$300, every additional CF will be charged at a rate of 0.50cents per CF. Any additional items or services will result in an additional charge.

Price is subject to increase if inventory is increased at the time of the pick up. If additional inventory is added your price per cubic foot will remain locked-in at the same rate as quoted above.

Payments Methods: In order to secure the reservation there will be a 20% deposit via Credit Card (Visa, Master Card or Discover) or via check which will be deducted off your bill. 50% of the balance shall be paid on the day of the pick up and remaining balance upon delivery.

Form of payment upon pick-up: Form of payment upon delivery: Cash or Postal Money Order Only.

Personal check will NOT be accepted on delivery for the remaining balance.

Refund of deposit is fully refundable with 7 days (or more) advanced notice. In case of cancellation after the 7 business days from the move date (not including the move date) there will be a \$250 cancellation fee. Cancellations must be sent in writing via e-mail or fax 7 days or more prior to pick-up date.

In case of cancellation and or refusal of service at the day of the move there will be \$500 cancellation fee (not including deposit). *****Click here for your Rights & Responsibilities when you move*****

Rights & Responsibilities

By providing us with your credit card information you agree to the terms and conditions above and authorize our company to charge your credit card for the amount of the deposit .

Articles List 37 Items, 108 Pieces

| Qty | Items | Qty | Items | Qty | Items |
|-----|--------------------|-----|----------------------|-----|-------------------------|
| 1 | BAKERS RACK | 1 | CHINA CABINET (2-PC) | 1 | FILE CABINET (3-DRAWER) |
| 2 | BARSTOOL | 1 | CLOCK-GRANDFATHER | 8 | KITCHEN CHAIR |
| 2 | BED FOOTBOARD (QU) | 1 | COFFEE TABLE | 2 | KITCHEN TABLE |
| 2 | BED HEADBOARD (QU) | 1 | COMPUTER DESK | 1 | LAMP, TABLE SM. OR MED. |
| 2 | BED QUEEN | 1 | DESK CHAIR | 1 | MIRROR (LG) |
| 1 | BENCH SMALL | 6 | DINING CHAIR | 1 | NIGHTSTAND |
| 10 | BOX (1.5 CU.FT.) | 1 | DINING TABLE | 1 | RADIO |

| | | | | | |
|----|-----------------------|---|-------------------------|---|------------------------------|
| 45 | BOX (3.0 CU.FT.) | 1 | DISPLAY | 1 | SHELVING UNIT (3 X 6) |
| 1 | CABINET SMALL (3X2X2) | 1 | DRESSER DOUBLE | 1 | SHELVING UNIT (DISASSEMBLED) |
| 2 | CHAIR ARM | 1 | DRESSER MIRROR | 1 | SIDE TABLE |
| 1 | CHAIR RECLINER | 1 | DRESSER TRIPLE | 1 | SOFA 3-SEAT |
| 1 | CHEST OF (6) DRAWERS | 1 | FILE CABINET (2-DRAWER) | 1 | WASHER / DRYER SET |
| 1 | CHEST SMALL | | | | |

Customer Name

Customer Signature

Date

As you can see, this was for a total of \$2,818.81. The movers arrived to begin the process on August 20, 2015. Freddy was the lead man, with two other younger men helping him. All were very courteous. Freddy walked into my house, and then made a phone call, and told me he had some bad news. He sat down at my kitchen table, head in his hands, and told me that he hated his job, because Linda routinely put him in this terrible position. He then went on to explain that she routinely underbids jobs and then it falls to him to tell the customers the true cost of the job. I asked him how this could happen, and he pointed at my queen sized sleep number bed system. He said, "See there? You may have told her it was a queen sized sleep number bed system, but she coded it in as a standard bed...and since you initialed the bid electronically she will say it is now your fault that she didn't put it in correctly." I had three days to vacate my home, and turn it over to the new couple who was leasing it, who had a moving company set to arrive. There was no way I could wait to negotiate with anyone else, and Long Haul Movers knew that. I was literally a hostage at that point. I asked Freddy what the new bid was. He told me, \$6,000.00. I began to cry as this represented nearly everything I had in my savings. He told me to relax, and put his hands on my shoulders...very comforting and father-figure like. I would share that I am a single female, who was totally alone at my house. I am classified as permanently disabled and am on a five pound lifting restriction. I literally didn't know what to do other than agree to the new contract amount. Freddy told me for that amount they would take over, finish packing everything, and I wouldn't have to worry about a thing. So I signed the new contract.

I walked outside and was very surprised at the size of the truck Freddy had brought. It was very small and not one I had ever seen a moving company use in the past to transport my belongings. I expressed my concern to Freddy. He told me that he was a professional, and that he was certain after seeing what the contents of my house were that everything would fit just fine.

About two hours later, Freddy came to me and told me his boss, Ron, would be upset with him if he depleted all of his packing supplies, so he began to use the tape and boxes I had left in the house to get everything done. A little later he told me they were out of key things they needed so he told me if I wanted to get out of the house on schedule I had to go to Lowes and buy more boxes and tape and bubble wrap. He again told me that his job was on the line and alluded to the fact that Ron would charge me more than \$6,000.00 if he had to purchase any of the supplies himself. He sent me three subsequent times to the store for supplies as the day went on, costing me more than \$300.00.

I actually worked alongside Ron and his crew the entire day. As the evening approached, Ron told me more, "bad news"that all of my belongings would not fit into the small truck they had brought and another truck had to be rented and brought in the morning. He told me that he had called Ron, and Ron said I had to pay an additional \$800.00 to cover the second truck. I absolutely refused and stated I knew it was against the law to adjust the contract once anything had started to be loaded. Freddy was very sympathetic to me, telling me how he was caught in the middle and how terrible he thought it all was. He eventually told me it wasn't going to continue to be an issue, and I could just take it up with Ron later if it came up again. I expressed extreme concern about my belongings being split up into two trucks. Freddy told me he would personally oversee everything, and when the trucks arrived in the storage warehouse in Atlanta he would combine everything together into a bigger truck to ensure nothing was lost. I left that evening to stay in a local hotel and arrived the next morning to find Freddy and his crew already waiting at the house to finish packing and loading.

As I watched Freddy and his crew work, I was appreciative of the care they put into wrapping and packing everything, thinking that at least I would have all of my belongings arrive without any damage. They were polite, and Freddy played the part of my ally against Ron and the company. Freddy asked me to give him and his crew a 10% tip, which was customary. He also told me I had to fill out a survey about him and his crew or he wouldn't get paid at all. So I took the survey and gave the three of them positive comments and did give Freddy a personal check for \$600.00. At the time, I thought he was being as mistreated as I was by Ron and the company. I was tricked.

I received a call from the post office, and was asked to come back up to take care of an error on my mail forwarding instructions. I was leaving town that day, and didn't want the post office to close, so I told Freddy I would be back in less than half an hour.

I returned to find the truck, Freddy, and his crew gone. My house was left in terrible shape, with trash laying everywhere. Worse, there were still items that needed to be packed and loaded that were simply left. I found myself loading all I could fit into my car, and then giving other items, like my golf bag and clubs, away to neighbors. I then cleaned the house and that was when I took another look at the contract left lying on the counter. Freddy had altered the contract, drawing a circle on top of the first zero in \$6,000.00. The new, "8" was twice the size of the other numbers and he then crossed out the totals below that line to add the \$800.00 into the balance. This was the contract I had signed off on with Freddy the day before for \$6,000.00 total dollars. I called Freddy's cell phone. It was the last time he picked up my call. He apologized, and said he felt bad, but that he left the items behind because the second small truck they brought in wouldn't accommodate the remaining items in my house. He then told me that Ron had told him he would be fired if he didn't commit fraud and alter the contract to add in the \$800.00 I had absolutely refused to pay the day before. He then hung up, and would never answer my calls again. The number I have for him is: 786.343.7776. It is clearly visible on the contract that I am sending in the photos that follow, entitled, "Fraudulently Altered Contract".

I began the journey home to Cincinnati. I leased a loft in a downtown building that requires, by law, for the building elevator loft operator to be present. His name is Tyrone Edwards. I was very clear about the fact that the lift elevator had to be reserved, and if my things didn't arrive on time, it might not be

possible for them to deliver them a day late because other tenants had the lift elevator reserved to either move in or out. I was told by Tyrone that September is one of the busiest times of the year. I had it reserved for September 5, 2015. To reiterate, Freddy told me that he would oversee the two smaller trucks reconciled into one large truck in the warehouse in Atlanta, and that everything would be delivered as promised on Saturday, September 5, 2015. This is clearly documented in the photo I am sending entitled, "Instructions for Delivery on September 5th".

On Friday, September 4, 2015, I received a call from Ron C. He has never revealed his last name to me. He told me that my things were coming the next day, and I was required to pay \$800.00 in cash or he would instruct the men to not open truck. I told him I had a contract for \$6,000.00 and was not going to pay the additional \$800.00. I was at the bank at the time that I received his call, and I put him on speaker phone so the manager there could hear the exchange. Ron demanded the additional money in cash or in money orders from the post office. He said he would not accept a cashier's check or a personal check. When I again asserted that I knew it was illegal to increase the balance of the contract after the truck was already loaded he became very menacing and said, "You don't want to pay the extra \$800.00? THAT'S JUST FINE! I will charge you for a long carry, and extra time, and a weekend delivery and anything else I can come up with and that will be much more than \$800.00. You take your pick." He then hung the phone up. I called back, but as has become the normal routine, the women that answer the phone there always respond that Ron is not available, or they put you on hold for upwards of an hour at a time. I did go to the post office and purchased the money orders after calling the Cincinnati Police to ask what I could do. They told me that they would try to negotiate with the men who were coming with my things, but if that failed, to pay them and take it up along legal channels. The police said they couldn't really do anything at that point, and that they thought I might never see any of my belongings again if I didn't do what they demanded.

The morning of Saturday, September 5th, 2015 arrived. I met Tyrone Edwards, who operates the lift elevator in my building that morning. Two men pulled up in a very small truck, and one of them walked up and demanded the money or threatened to drive away with my things. I told him I knew all of my belongings were not in that small truck and asked where everything else was. He was horrible, and told me it was not his business where anything was, that he was told to take the money and deliver the items in that truck and that was all he could do. Tyrone was an eyewitness to this entire exchange. He pulled me aside and said it was the worst he had ever seen in his fifteen years of helping movers at that building. I asked again where what I assumed was the second truck could be. I tried to call Freddy but he refused to answer his phone. I tried to call Long Haul Movers but it went to voicemail. I asked the deliverymen to contact Ron so I could speak to him. I was told that Ron is not to be bothered on a weekend. I eventually signed over the money orders to the men and they began to take everything they had upstairs. I asked them to put down runners to protect the carpet and bumpers to protect the walls, and was told, "Lady we are movers, not decorators". Tyrone just stood by shaking his head as they scarred the walls outside of my loft, and then did the same to the freshly repainted walls in my loft, and damaging the new, white carpet. They dumped box after damaged box into piles, and unloaded approximately half of everything that had been disassembled. I had the base of my dining room table but no top. I had the vertical supports for my office shelving system but no shelves. There was no hardware located anywhere. The men were on the loading dock when Tyrone witnessed them using packing tape to try and repair the solid wrought iron canopy for my master bed. They had broken it

clean through the welding joints. You can see this demonstrated in the photo that I took after I attempted to assemble the bed two weeks later in the photo entitled, "Sheared wrought iron canopy bed". At this point, Tyrone was calling me from the dock and reporting to me as I was upstairs in the loft waiting for them to bring things up. I asked them to place the things that were there, but was told that the men coming in the next truck would be responsible for that. They left and I waited with Tyrone for the rest of the day and no second truck ever arrived. I was forced to go to a hotel as there was no way to stay in the loft without my furniture in place, or assembled...much of it was missing including the sleep number medical grade bed I purchased after my cervical fusion surgery. It had an adjustable base and it took me three years of payments to own it. There is a photo that demonstrates the invoice in these materials entitled, "Sleep Number Invoice". That bed has never arrived. Ron told me they simply couldn't locate it anywhere. When the second truck arrived, a full seven days later, those men told me that the small trucks that were used to bring my things were actually off-loaded into a warehouse in Atlanta because they rented them and needed to return the trucks...and then were subsequently reloaded later into two small trucks. I can only assume that many of my things were either stolen from the warehouse or by the delivery men themselves. The damage that is evident to my belongings shows that everything was crammed into trucks that were far too small, and that is likely how so much damage occurred. None of the boxes I packed were even in square shapes any longer upon delivery.

My washer and dryer did arrive with this first delivery. Both were less than one year old, and top of the line. Each were visibly damaged as evidenced in the photos I am sending along. They did tell me those were both installed and hooked up and ready to use. The week after I did the first load of laundry and noticed everything getting very hot as the dryer ran. I stopped it and called the maintenance men from my building. They moved it out and discovered the dryer vent was missing. The men had simply pushed it up against the hole in the wall. The maintenance men told me if I had started it and left a fire would have inevitably resulted. I had to make another trip to Lowes to purchase a dryer vent. Neither unit has operated correctly since the move.

The two men who delivered part of my belongings on September 5, 2015, left without ever offering to perform any sort of inventory check.

I tried, unsuccessfully, to reach anyone at Long Haul Movers throughout that Labor Day weekend. I called on Tuesday morning, September 8, 2015 and the women who answered the phone told me they didn't know anything about the second truck, and that Ron was unavailable and his boss, "Eli" was out of the country. I had to spend that week in a hotel since there was no way to live in my loft with half of my things.

During that week I consulted with a lawyer in Cincinnati, Raymond W. Lempke. He did some research and told me that he had discovered that Long Haul Movers is insured through Lloyds of London. He also told me some troubling news, which was that they only have one truck registered, meaning they are, indeed, renting smaller trucks to move large jobs. He also discovered in the small print on the back of the contract that they are incorporated in the state of California and that anyone filing a suit against them must file there. I've consistently sent all of my requests to the addresses in Florida and to California, and have signed documentation from the post office that my claims and demand for

arbitration has reached both places. Ron has consistently told me, “not to worry about the California office”.

I received a call on Friday, September 11, 2015 from another man who said he was driving the second truck. I had to ask Tyrone Edwards to come in on his day off, and fit me into another tenant’s use of the lift elevator. The second truck arrived on Saturday, September 12, 2015. The two men in that truck were even ruder than the first deliverymen. They certainly did not arrive prepared to do any real work. I’m sending forward a photo of one of the men in a picture that is simply entitled, “Flip Flops”he showed up wearing flip flop sandals.

Those men began unloading more damaged boxes and items and dropping them all into a pile in the middle of the great room, and stacking things like wardrobe boxes on top of my stove. I kept asking them to place the items in the rooms where they were supposed to go, and was told that once everything was upstairs they would, indeed, arrange everything and then assemble all of the furniture that had been disassembled by Freddy and his crew in Georgia.

Tyrone was again an eye witness to this whole day. He remained downstairs on the loading dock except for when I called him up to help the men get my couch into my loft. At that point, the two men had taken my six month old couch and tried to force it through a solid metal frame doorway, severely damaging the wood trim and tearing the leather. They eventually sat it down outside of my loft and announced that it was too big to be brought inside and began to walk away. Tyrone came up and instructed them on what needed to be done to take the legs off and how to angle it so it fit through the doorway without any issue. The problem is that by then the damage was already done.

Towards the end of that day, those two men told me they were going downstairs to check to be sure the check was empty, and bringing back tools to assemble my furniture and move all the boxes into the proper rooms. As I was waiting, my cell phone rang, and Tyrone asked me if everything was done. I said no, that they were headed back up to finish everything that was in my contract. He reported that the two men had come through the door, literally running towards their truck, and before he could stop them they jumped in the truck and sped off. Leaving me upstairs with the disaster that appears in the pictures I am sending entitled “Great Room” and “Entryway”. As you can see, boxes were stacked over six feet tall in the middle of my great room, wardrobe boxes were left on my stove and kitchen counter tops, and furniture that should have been in other rooms was left in my kitchen. There was literally no way to even walk through the great room with the enormous mound of boxes and furniture piled on top of each other. Tyrone showed up at my door and asked what in the world I was going to do. I was surprised, because my phone rang, and it was Ron asking if everything had arrived. I tried to explain to him how bad the situation was, and as he began to get aggressive with me I simply handed the phone to Tyrone who spoke with him. Tyrone told Ron that it was the worst example of moving he had ever witnessed, and told Ron I was going to have an enormous claim to file since there was damage on everything you could see. Ron was nicer to him and told me I could submit a claim. This was the email I received after complying with Ron’s request to send pictures of all of the damage:



Thursday, 09/10/2015

Dear Kimberly Luse,

Job #: W478024
From: Hahira, GA
To: Cincinnati, OH

We would like to apologize for any loss or damage incurred during moving or storage of your household items with our company. We ask that you make a formal claim with our claims department in an effort towards compensation for said items. Please visit www.movingclaims.net or call [1\(800\)513-6060](tel:1(800)513-6060) and reference Long Haul Van Lines Job# W478024.

Again, we apologize and wish you a pleasant day!

Sincerely,

Ron C
Dispatch
Long Haul Van Lines
[1-800-381-7545](tel:1-800-381-7545)
Fax: [954-987-6044](tel:954-987-6044)
info@longhaulvanlines.com
<http://www.longhaulvanlines.com>
US DOT: 2546909 MC: 886725

If you click on the tab to, "Movingclaims.net" you will see that in order to start the process it requires you to accept terms that are completely in the mover's favor. You cannot even submit the claim without agreeing that their findings are final. Once I looked into the "company" further it became apparent that this was a shadow company that was set up by Long Haul Movers. I called Ron and told him I wouldn't be using that company, but instead filing my claim as was my right to them working with a lawyer to be sure I was complying with all federal laws. This began a fight that would last for months as Ron asserted over and over again that there was no way his company would accept any claim that was not processed with Movingclaims.net.

I got involved with Moverescue.com and worked with them to produce the following claim document that was sent digitally, and in hard copy, received in both California and Florida on December 4, 2015:

November 29, 2015

To: Long Haul Van Lines
Fr: Dr. Kimberly Luse
Re: Claim for #W478024

This is a formal claim against Long Haul Van Lines for damages that I sustained after retaining your company to move my belongings from Valdosta, GA, to Cincinnati, OH. The date of pick-up was 8/19/15 from 4549 Amelia Circle, Valdosta, GA, 31632. The date of delivery was supposed to occur on 9/5/2015 to 151 West 7th Street, Cincinnati, OH, 45202. As you are aware, the contents of my delivery were split into two trucks against my wishes, and only a partial delivery occurred on 9/5/2015, with the rest delayed a full week, until 9/12/2015.

This claim follows the federal law that governs your company:
<https://www.fmcsa.dot.gov/regulations/title49/section/370.3>

This claim is inclusive of overcharges, damages, and loss. Your company is liable for the following:

- Original quote for the move was \$2821.64. This was increased to \$6,000/00 the day the movers arrived, and then at the end of the move an additional \$800.00 charge was fraudulently added to the final paperwork without my knowledge. Damage: **\$3,978.36**
- I was required to provide boxes and packing materials as the packing process moved along. Ron informed me that he did not have enough to finish. Damage: **\$350.00**
- I had to spend seven additional days in a hotel after the first partial delivery arrived. Everything that did arrive was in pieces, as the first crew asserted that it was the responsibility of the second crew to assemble my furniture when they arrived. Damage: **\$800.00**
- I had to hire external help to assemble everything after the crew from the second delivery told me they were checking the truck but instead drove away. Damage: **\$300.00**
- I had to replace all hardware that was lost to reassemble items like bookshelves, chairs, curio cabinets, etc. Damage: **\$100.00**
- New Whirlpool Duet washer damaged when dropped. Value: **\$1,800.00**
- New Whirlpool Duet dryer arrived scratched, and was “installed” without any vent by the first crew. A repairman had to be hired to properly install it, and he said it was a miracle a fire hadn’t started when I tried to run it before I discovered it had only been pushed against the opening in the wall, and not connected with the proper vent. Damage: **\$200.00**
- Bose speakers never arrived. Value: **\$250.00**
- Master Bedroom Chest of Drawers damaged. Value: **\$800.00**
- Master Bedroom Dresser and Mirror damaged. Value: **\$1,200.00**
- Master Bedroom Nightstand damaged. Value: **\$450.00**
- Queen size bed with wrought iron canopy, broken into two pieces including the wrought iron being sheered into two pieces. Value: **\$2,000.00**
- Adjustable Sleep Number queen size base to bed, including massage unit never arrived. The inflatable mattress top arrived in filthy condition. Value: **\$2,500.00**
- Custom frames of pictures (14) scratched and damaged. Damages: **\$1,750.00**
- Computer glass top desk damaged. Value: **\$250.00**
- Two drawer oak filing cabinet damaged. Value: **\$200.00**
- Leather/wooden coach damaged. Value: **\$1,100.00**
- Two Queen Anne chairs structurally and water damaged. Value: **\$500.00**
- Rocker/Recliner sustained extensive water damage. Value: **\$300.00**
- Oak bookshelf scratched and damaged. Value: **\$150.00**
- Formal dining room table damaged. Value: **\$900.00**

| | | |
|--|----------|--------------------|
| • Six dining room chairs scratched and structurally damaged. This is inclusive of the two master chairs. | Value: | \$800.00 |
| • China cabinet damaged. | Value: | \$2,100.00 |
| • Dining room sideboard damaged. | Value: | \$300.00 |
| • Queen size guest bed scratched and damaged. | Value: | \$1,800.00 |
| • Hand painted tiffany lampshade shattered. | Value: | \$300.00 |
| • 7 out of production crystal stemware shattered. | Value: | \$420.00 |
| • Adagio china (out of production) shattered. | Value: | \$175.00 |
| • 4 hand blown glass bowls shattered. | Value: | \$800.00 |
| • 3 dolphin figurines shattered. | Value: | \$550.00 |
| • Collectable angel figurine shattered. | Value: | \$125.00 |
| • Collectable rooster figurine shattered. | Value: | \$75.00 |
| • Collectable clay figurine shattered. | Value: | \$60.00 |
| • Longaberger basket crushed and broken. | Value: | \$150.00 |
| • Handmade lamp shattered. | Value: | \$125.00 |
| • Decorative flatware shattered. | Value: | \$50.00 |
| • Play Station dropped and damaged. | Value: | \$600.00 |
| • 3 pieces of stained glass shattered. | Damages: | \$600.00 |
| Total: | | \$28,908.36 |

I am submitting this claim to the addresses on file for Long Haul Van Lines in both California and Florida in hard copy, as well as electronically to all the people I have interacted with during this process.

This estimate is conservative. I have extensive documentation including photographs. I also have saved boxes of shattered items, the furniture has not been repaired in the event anyone wants to come and visually inspect it, and I also have estimates and receipts for things like the repairs to the stained glass that was damaged. Beyond that, I have witnesses who are ready to come forward in the unfortunate event that this ends up in court, including the lift elevator operator who has worked in this building for more than ten years. I met him the day the first truck arrived, and to quote him, "This is the worst I have ever seen anyone treated by a moving company in all the years I have worked in this capacity."

I am hopeful you will take this opportunity to step up and do the right thing. I am fully aware of my rights, the timeline that you have to respond to this claim, and am prepared to move forward with litigation if that becomes necessary. I've moved five times, across different state lines, and would mirror the lift elevator operator's sentiments in that this is the worst moving experience I have ever known. I've taken a great deal of time to unpack everything and prepare this claim with care so it is accurate and factual. I will await your response.

MoveRescue.com advised me to simply list the total of damage I could document, instead of the \$.60 on the dollar amount of insurance I had taken out with Long Haul Movers. This amount is truly my best estimate of the damage I've suffered since encountering this company. I know that arbitration can only go to a total of \$10,000.00. I would prefer to not go to California to file suit, and have repeatedly requested that Ron come forward with any sort of offer that would be reasonable to help me recover.

Below is an email I received from John at MovingClaims.net after my claim letter was received by Long Haul Movers:

Dear Valued Customer,

We have been trying to reach you by phone today with no luck and left you a message with our contact information.

Your Concerns with the company was brought to our attention and care, and we would need to speak with you in order to better understand your issues with the company.

We would like to thank you for allowing us to respond to your issues. We strongly believe that with a mutual consideration we can easily reach an understanding and keep our relationship in good standing.

Please try to call us back as soon as possible (See contact number below) so we can resolve your issues with the company.

Always at Your Service

John M - MovingClaims.net

Toll Free: [800-675-5065](tel:800-675-5065)

Email: John@MovingClaims.net

I spoke at length with John, telling him I knew I did not have to use that avenue to file my claim, that my claim had, in fact been received already by Long Haul Movers. After a while, John relented, and said I was correct. I was then shocked when he shared that what Ron was trying to do was stall long enough that nine months would pass and they could file my claim away as an expired complaint. John reported that he watched them do that all the time.

I continued to be given misinformation and the run around by Ron and Long Haul Movers. Here is one email example I received dated January 18, 2016, from, "Legal Department":

Dear Kimberly,

Again, please note, that we are more than willing to thoroughly investigate your said complaints in an attempt to better understand, validate and fairly resolve all of your issues against our company. Customer satisfaction is critically important to us and we want to ensure that every customer knows their business is valued and truly appreciated.

When it comes to these matters we put ourselves completely at the customer's disposal. Rest assured that if and upon a full and thorough investigation through MovingClaims.net (Claims Processing Center) we can validate that the customer's claims/complaints against the company are in fact true and accurate, the company guarantees to compensate the customer in accordance to their coverage and will ensure a fair resolution to their issues.

Arbitration program: All customers have the option to request arbitration through your carrier's **Dispute Settlement & Arbitration Program**. The specific details of your carrier's Arbitration Program are different and will be provided upon request and once the claim process is completed as required by law.

All carriers have the right to try and settle a claim directly with their customers prior to proceeding with arbitration. Unless a claim has been filed and a resolution has been offered, no arbitration can be offered.

To start your **claim/complaint process**, please go to the website www.MovingClaims.net. When entering our site, click on the >>> **FILE YOUR MOVING CLAIM / COMPLAINT** <<< tab and register your claim information. Please have your full name as it appears on the bill of lading (Contract), the legal name of your service provider (Moving Company), your order number or move confirmation number, an email address, and a valid phone number where we can contact you.

Ron has many shadow emails account aliases. When you trace them back, or follow the phone numbers, it is clear they all go right back to him. As you can see from this email I am again being directed by to MovingClaims.net to sign away my rights for them to decide what to do.

It wasn't until the lawyer at MoveRescue.com got pretty aggressive with Ron that he finally acknowledged that my claim had been received. His response to my claim was this:

SETTLEMENT OF CLAIM & GLOBAL RELEASE OF LIABILITY

March 21, 2016

Kimberly Luse 151 West 7th Street #208 Cincinnati, OH 45202 Claim/Complaint ID #: 420874

Dear Ms. Kimberly Luse,

Please be advised that upon a careful evaluation of your claim/complaint, the following decision has been rendered by LONG HAUL VAN LINES.

As per company terms and conditions of which you fully signed and agreed, it is the shipper's (your) responsibility to inspect and indicate damages or missing items on the inventory logs at time of delivery/pick up. Valuation of claim will be based on those indications, subject to the limitations of liability as described on the Bill of Lading. Liability of the carrier will be in accordance with the liability option you've selected at the time of the move.

Our record clearly shows that your shipment was released to the company at the Industry Standard Valuation of \$0.60 per pound per article. As per agreement and declaration of value, any property to be moved, packed, shipped, forwarded or otherwise handled shall be subject to the Industry Standard Liability of \$0.60 per pound per article.

Therefore, upon a close review of your Bill of Lading (Contract), Order of Service as well as Proof of Loss and Damage Form, and in order to maintain our high level of customer satisfaction, the Settlement of this claim has been found to be in the amount of \$800.00.

Upon your notarization, signature and return of this letter, a settlement check will be forwarded to you at the above address.

Kindly accept our apologies for any inconvenience and we wish you the best moving forward! Very Truly, Long Haul Van Lines

***** I have read and fully agree to the above settlement and that upon payment in the amount of \$800.00, I hereby release LONG HAUL VAN LINES, its past, present or future officers, directors, stockholders, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors from any and all past, present, future causes, demands, obligations, actions, rights, damage costs, expenses and compensation of any nature whatsoever, whether based on tort, contract or other theory of recovery, which undersigned or anyone entitled to any recovery now has or which may hereafter accrue or otherwise be required on account of, or in any way going out of, the contracts for services rendered and entered into between the parties named here within. By acceptance of this letter and upon a full credit to my account, I hereby voluntarily wish to withdraw from any open claims or complaints to any state, city, government, insurance, consumer public groups such as the BBB, media organization, internet website and/or credit card agency. Furthermore, all events and actions leading up to this agreement, including the terms and conditions of this agreement are to remain confidential. No further claims, complaints, statements or other actions may be taken or reported to any state, city, government, insurance, consumer group, public, media organization, internet website or credit card agency. This release and settlement of claim contains the entire agreement between the aforementioned parties with regard to any and all matters set forth therein and shall be binding to the benefit of all involved parties. There are no other understandings or agreements, verbal or otherwise, in relation hereto between the parties, except as herein expressly set forth. I, the undersigned, fully understand that this document and all the terms & conditions contained within, becomes effective upon the affixing of my signature below.

Customer Signature: _____ Date: _____

Public Notary: _____ Date: _____ Time: _____

Important: Unless Signed and Notarized, this Settlement Expires 90 days after the date at the top of this form. PLEASE MAIL BACK TO: 2760 S Park Road, Pembroke Park, FL. 33009

I only had one opportunity to speak with Ron's "boss" whose name is Eli. At that time, Eli got very aggressive with me on the phone, which was a conversation that occurred months earlier. He screamed at me that he would pay me \$800.00 and not one cent more. That I could take it or leave it as that was the only amount they would ever offer. I sent an email to document that interaction and it follows here:

Good afternoon,

This email serves to document the discussion that occurred between Eli Shalem and Kimberly Luse on January 13, 2016 regarding the claims that have resulted from the overcharge, damage and theft associated with the move that utilized Long Haul Van Lines. This follows the formal claim that I sent to Long Haul Van Lines on December 4, 2015. Eli was adamant that I must use the claims company he identified, which is in clear violation of the federal guidelines that govern interstate moving companies. For reference, here is the link that outlines the rights that protect me under the federal statutes: <https://www.fmcsa.dot.gov/regulations/title49/section/370.3>

I originally sent my claim based on the legal advice I received and the template that was provided to me. I did exactly as instructed by listing the overcharges, damages and theft that I have suffered as a customer of Long Haul Van Lines.

Eli, today, told me that unless I provide a claim through "his" identified claim processor I will not have any consideration. He did offer to send me \$800 which addresses the amount the contract was fraudulently altered by Freddy two days after we signed it, at the direction of Ron. He gave me an ultimatum to, "accept the \$800 today and then we all agree this matter is over!"...again a clear violation of federal law. I asked for referral to a mediator, as well as to the legal counsel that represents Long Haul Van Lines. Eli reported there are no such people associated with the company and I should just have my legal representation contact him. This is another clear violation of federal law. I will be reporting this all back to the US Department of Transportation, as requested. I was asked to continue to report the efforts I am making, and the response of Long Haul Van Lines about my claim.

FMCSA already understands how difficult it is to reach anyone there, as the evasive behavior of the people identified as the leadership/owners are designed to make things as difficult as possible. Eli was agitated when he said that I had already filed claims and he knew it because FMCSA has already been in contact. He also let me know that he has, in fact, been aware of my claim all of this time as he at one point angrily quoted the dollar amount of the total of my claim and told me I would never receive that. That Long Haul Van Lines had tried as hard as they could and I should just be satisfied with their efforts and take the \$800 and move on.

I also pointed out that I had waited nearly four months before contacting FMCSA as I waited for Ron to live up to his promise to address my claim.

I asked him to consider any sort of dollar figure that might help me restore to the place I was in before I suffered all the loss that has occurred as a result of hiring his company. Eli's response was to tell me that \$800 was all he would ever offer and if I didn't like it to go file a lawsuit.

After many exchanges between myself, MoveRescue.com and Long Haul Movers they finally acknowledged the letter of demand for arbitration had been received. This is the letter I sent, via certified mail through the US Post Office, to both the California and Florida offices:

April 19, 2016

Long Haul Van Lines
12325 Imperial Hwy, Suite 296

Norwalk, CA 90650

2760 South Park Road
Pembroke, FL 33009

RE: Kimberly Luse Claim
#W478024

To Whom It May Concern:

I am not satisfied with the offer of \$800 by Long Haul Van Lines in response to my claims of being overcharged, extorted, stolen from, and the extensive damage to my belongings.

I am writing to formally request that you provide me with your arbitration contact information to move forward with a third party. I can be reached at, kimluse@gmail.com, 151 West 7th Suite, #208, Cincinnati, Ohio 45202, as well as 513.544.9408.

I look forward to your timely response.

Sincerely;

Dr. Kimberly A. Luse

Ron, and Long Haul Movers, ignored this letter. After multiple phone calls from myself and MoveRescue.com they finally did acknowledge they received it. And promised they were working to address it. I finally received an email from Ron stating that they had lost the letter of demand and requesting that I resend it. Here is that email exchange, interestingly enough with my letter of demand attached to the bottom of their email:



Ron C <billing@longhaulvanlines.com>

May 11

to me

Hello Ms Luse,

We received your Letter but it got accidently misplaced. May you please send me a copy by email so I may send it to the legal department to process the arbitration. Sorry for the mistake!

Ron

I should also copy the email I received from them on May 5th, 2016 telling me I needed to send my claim to them again. And that they would review it again, and it was my final opportunity to have things examined for settlement. There should be some form of disciplinary action that could be taken against Long Haul Movers for such blatant misdirection and misinformation. If someone were to believe them, they would not only waste their time, but sign off their rights to their shadow company for review:

Dear Valued Customer,

Please read and follow the instructions and requirements in the Claim Procedures Package (Attached in a PDF File) to ensure a smooth and fair resolution to your claims.

Before submitting your claim information, it is important that you fully inspect your household goods and insure that you covered all damage / missing items. Remember; once you start your claim process, you will not be allowed to make any changes or re-file; we only allow a claim to be filled once, which means that no additions will be accepted after you completed and submitted your Claim.

Please return your completed Claims Procedures Package with all of your supporting documents via

Regular

Mail to

the following address

:

MovingClaims.net

P.O. Box 630686

Miami FL 33163

Note: We will not process and / or accept any supporting docs sent via email, Fax, or on a CD.

Kindly accept our apologies for any inconvenience and we wish you the best in your new location!

Always at Your Service

CS - MovingClaims.net

Toll Free: [800-675-5065](tel:800-675-5065)

Email: Info@MovingClaims.net

After I went to the trouble of sending them the letter again, I received another request to send everything to MovingClaims.net. I turned this all over to MoveRescue.com, and Cassandra eventually got the contact information for Michael Garcia. Interestingly, this came from John at MovingClaims.net.

So I have documented this terrible event in my life to the best of my ability and will send it, along with all of my pictures, to Mr. Garcia's office in hopes that there will be some justice provided for me. This company performs in criminal ways, and I know at the time of the writing of this account other customers are being preyed upon in a similar fashion. I reported them to the Better Business Bureau. They have an F rating, and after going through the entire process received this as a response:

COMPLAINT ACTIVITY REPORT Case # 460436 BBB of Los Angeles and Silicon Valley

Consumer Info: Luse, Kimberly

151 West 7th Street 208

Cincinnati, OH 45202

Business Info: Long Haul Van Lines, Inc.

17601 S Denver Ave

Gardena, CA 90248-3412

Location Involved: (Same as above)

Consumer's Original Complaint :

I have been overcharged, and then suffered loss and damage by Long Haul Van Lines in excess of \$20,000.00. They are not responding to my claim.

Long Haul Van Lines did not honor a binding estimate. They then split my belongings into two trucks against my wishes, did not reconcile them into one truck as promised, and delivered what did arrive in two different shipments on two different days. There has been damage caused to me in the form of overcharges, loss of property and damage. I have extensive documentation and witnesses that can prove the claim I have sent forward with line items that add up to over \$28,000.00 in damages from my interaction with this company. A simple example is that they failed to delivery the adjustable queen size base to my sleep number bed, that cost nearly \$3,000.00 by itself. I have consulted with a lawyer who has detailed my federal rights with regard to filing my claim. Long Haul Van Lines wants me to utilize their agency for filing a claim, which requires the claimant to literally sign away all their rights to simply have the claim reviewed. I spoke to "Ron" who refuses to give me his last name, last week, who assured me I would be receiving a response to my claim, filed December 4th, 2015. To date, no such response has come forward. I am prepared to go forward with a lawsuit if necessary, to make things right, but am hopeful that is not necessary. In small print on the back of one of the pages of their contract, clients such as myself will discover that they require you to file in California if you have a legal issue...they are based out of Florida, and do all of their business on the east coast...again just another ploy to make things very difficult for the consumer. I will see this through, and am hopeful they will make me whole. My claims involve fraudulently altering signed documents, theft, and damage.

Consumer's Desired Resolution:

I want Long Haul Van Lines to respond to my claim and make me whole for the damages I suffered through interaction with their company.

BBB Processing

| | | | |
|------------|------|-------|--|
| 01/01/2016 | web | BBB | Case Received by BBB |
| 01/04/2016 | JG | BBB | Case Reviewed by BBB |
| 01/04/2016 | Otto | EMAIL | Send Acknowledgement to Consumer |
| 01/04/2016 | Otto | EMAIL | Notify Business of Dispute |
| 01/20/2016 | OttO | BBB | No response to first notice to business |
| 01/20/2016 | OttO | EMAIL | Consumer - Have You Heard From the Company |
| 01/20/2016 | OttO | EMAIL | Reminder of Dispute to Business |
| 01/20/2016 | WEB | BBB | RECEIVE BUSINESS RESPONSE : We are currently in the process of reviewing this complaint with the customer. we intend to provide the best outcome for the client in regards to this matter. |
| 01/26/2016 | OttO | EMAIL | Forward Business response to Consumer |
| 01/26/2016 | WEB | BBB | BBB REVIEWS CONSUMER REBUTTAL TO BUSINESS RESPONSE : (The consumer indicated he/she DID NOT accept the response from the business.) |

Long Haul Van Lines is absolutely not working with me to resolve this claim. They continue to refuse to acknowledge my claim which they received on December 4, 2015. They are bound by federal law to respond to a claim in writing within thirty days of receipt which they have not done so they are not in violation of that statute. Just yesterday the moving company (Ron) lied to me again. He continues to maintain the he has submitted an offer of settlement to a third party company on my behalf (Moving Claims .net). John at Moving Claims reports that no such offer has ever been received. Long Haul continues to lie to me and insist that I must use Moving Claims.net to submit my claim which is completely false. I've followed the legal advice from the U.S. Department of Transportation and the lawyers at Moverescue.con to file my claim and they have verified that it is a complete and viable claim. It is clear that Long Haul intends to simply give misinformation to me which will result in my filing a lawsuit. I've discovered dozens of other victims of this company who are being treated the same way. I've also discovered that are under formal investigation by the U.S. Department of Transportation. I've been harmed more than \$28K by this company due to overcharges, fraud, damage and theft.

02/01/2016 **Otto** **EMAIL** Forward Consumer Rebuttal to Business

02/11/2016 **WEB** **BBB** RECEIVED BUSINESS' REBUTTAL RESPONSE : The customer is having her claim reviewed and as she decided not to go through the regular claims process, her claim is still being processed. We hope that everything is finished in a timely matter and are currently working on her claim. This does not imply that these claims are factual (wholly or partially).

02/11/2016 **JG** **EMAIL** Send Business' Rebuttal Response to Consumer

02/12/2016 **WEB** **BBB** CONSUMER REJECTS BUSINESS' FINAL OFFER : (The consumer indicated he/she DID NOT accept the response from the business.)

Once again Long Haul Movers is misrepresenting facts. They illegally inform their customers that they must use the company they are affiliated with to file a claim. That company "Movingclaims.net" is totally skewed to favor the movers and clients must sign away additional rights to even begin the claim. By federal statute clients may file their claim independent of their preferred company. They have had more claim since December 4, 2015 and still I am awaiting resolution. They requested pictures of my damage so I resent them dozens of photos that I originally sent them last September..they now claim to be "processing" my photos. I had to get a lawyer involved to even get them this far. This company is terrible.

02/19/2016 **JG** **BBB** Bureau Judged Case AJR

02/19/2016 **Otto** **EMAIL** Inform Consumer Case Closed Answered

02/19/2016 **Otto** **EMAIL** Inform Business - Case ADMINISTRATIVELY CLOSED

02/19/2016 **Otto** **BBB** Case ADMINISTRATIVELY CLOSED

As you can see, Long Haul Movers lied to the BBB in reporting that I had not, "followed the proper claims procedures" and promised, in February to try to resolve this in a timely manner. And instead sent me in every possible direction other than the correct one to work towards a resolution, as demonstrated by their own emails contained in this document.

I have learned they are under investigation from the Department of Transportation.

I am writing asking for help in being made whole after all of the damage that has been done to me.

Sincerely:

Dr. Kimberly A. Luse

513.544.9408

