

ALL MY SONS INTERSTATE SERVICES LLC [AMS HQ]; & affiliates: All My Sons Moving & Storage of Kansas LLC [AMS KS] (aka AMS Kansas City (in MO) & All My Sons Moving & Storage Boston)[AMS Boston] (in Stoneham).

2400 Old Mill Rd., Carrollton, TX 75007-5900

ATTN: Chief Administrative Officer Generale; Operations Officer Gomez; President Peterson

SUBJECT: Request to settle HHGs Damages Claim #9144369 (\$45,115) & Demand for return of \$10,156.13 of unjust enrichment for services that were not performed by AMS (AMS did NOT move 50% of my contracted HHGs)

1.a. I request AMS HQ provide its settlement in hard copy to settle my timely filed Mar 23, 2023 Claim for household good (HHGs) damages (\$45,115), ideally NLT May 24, 2024, based primarily upon:

(1 AMS Boston's failure to adequately secure the load w/straps & failure to use available padding, which resulted in excessive damages, plus

(2 AMS's failure to provide the mandatory Inventory, which voided my \$64,000 of insurance coverage. My policy's coverage would have covered all of these damages.

b. I request a 2-week extension to G.Burgess' May 10, 2023 deadline, summarily invoked today (May 6 0910 EST) by HQ AMS's G. Burgess, in an email I received w/an Electronic settlement form attached, the 1st communication from AMS in over 8 months. My extension request is made to provide time for AMS HQ's consideration of the contents of this letter & my Apr 27, 2023 & Jun 22, 2023 letters.

c. I also demand AMS immediately return the \$10,156.13 for services I paid for but did not receive (unjust enrichment), which payment AMS Boston wrongfully demanded & has wrongfully retained. AMS Boston's Driver arrived 44 hrs. late & stopped after loading only 50% of my contracted HHGs into the ½ full truck. AMS Boston boss Sean then wrongfully demanded full payment of my \$20,314.25 Binding Estimate, despite AMS performing only ½ of their contracted obligations to move all of my HHGs.

d. It has been 13 months since I timely submitted my HHGs claim to AMS HQ & 22 months since these funds were wrongfully retained by AMS. I hope AMS HQ can now agree it is time to reasonably settle these two matters within the next two weeks, NOT the 4 day-deadline demanded by G.Burgess today.

2. My proposed amount to resolve these two matters is \$55,271.13. By offering & accepting this amount, I will be waiving almost \$40,000 of additional damages caused by AMS:

(1) \$45,115.00- Repairs needed to restore my HHGs to their per-move condition, demanded in full of AMS because AMS Boston's failure to provide my Inventory voided my \$64,000 moving insurance policy.

(2) \$10,156.13 reimbursement to me due to the unjust enrichment of AMS (½ of my fully paid Binding Estimate/Order/"Bill of Lading" \$20,314.25). AMS Boston wrongfully demanded full payment of my Binding Estimate, knowing AMS Boston performed only 50% of AMS KS's contractual obligations.

3. Before AMS HQ calculates its proposal to resolve these two issues, I ask AMS HQ to carefully consider all of the damages AMS has caused my family & me to suffer. The total amount of harm has now reached \$94,013.00:

a. \$45,115.00 of repair costs to return the HHGs, that AMS Boston actually moved, to their pre-move condition. AMS Boston's Bus.Mgr.Mike promised to cover the repairs due to AMS Boston's failure to provide the required Inventory voiding my \$64000 of damage insurance, but later "did not recall" his promise.

b. \$10,156.13 w/interest in reimbursement owed to me, based upon the unjust enrichment of AMS Boston. I negotiated \$20,314.25 w/AMS KS to move 100% of our HHGs in KS to MA. I flew to KS for AMS KS leaders to inspect the HHGs & finalize my Binding Estimate, w/AMS KS confirming shipment of the HHGs in three storage units (1 large & 2 smaller) for \$20,314.25. AMS Boston—substituted for AMS KS by AMS HQ—moved only ½ of our contracted HHGs, yet AMS Boston's boss Sean demanded full payment.

c. \$ 250.00 w/interest of reimbursement to me, based upon unjust enrichment to AMS KS. We paid a downpayment of \$250 to AMS KS (aka KC) to be applied to the cost of our move. It was not applied.

d. \$ 7,346.00 for the rental costs of two KS storage units, containing our 50% of contracted HHGs left behind by AMS Boston since Jun 21, 2022.

e. \$ 3,000.00 for 22 months loss of use of 50% of our HHGs left in KS since Jun 21, 2022.

f. **\$11,000.00**, a conservative estimate of the **cost of hiring another mover, capable of completing & providing me w/the mandatory inventory & competently moving my HHGs left behind in KS to MA.**

g. **\$ 1,100.00** estimated **cost of purchasing a 2nd insurance policy to cover moving the 50% of our HHGs left in KS to MA.**

h. **\$ 6,944.45** for **22 months of storage costs in MA for the damaged HHGs, which AMS advised we cannot have repaired until our Mar 23, Claim is settled.**

i. **\$ 2,000.00** for 13 months loss of use of the 50% of our damaged HHGs that we have had to leave in storage in MA pending settlement of this claim (timely submitted Mar 23, 2023)).

j. **\$ 4,601.73** estimated costs to return to KS, locate a new mover, finalize a contract (with mover conducting inspection & loading the HHGs for transport to MA (two round trip flights to KS (\$1,291.90), 7 days lodging (\$2,445.38), & vehicle rental (\$864.45).

k. **\$ 2,499.69** for the loss of value (**\$2,000**) & additional reinforcement needed for custom Italian table BEFORE it could be relocated (**\$499.69**). Repairs could no longer be delayed due to rising storage costs.

4. **As of May 5, 2024, AMS HQ has offered me only \$6,310.00 for my HHG damages of \$45,115.00.**

a. AMS HQ Claims Rep. **G. Burgess asserted on Apr 24, 2023 that his \$6,310 offer is above AMS's "legal limit of liability."** He stated AMS's legal limit is only 60 cents per lb of the damaged items. I disagree.

b. **NOTABLY**, in his Apr 24, 2023 offer, G. Burgess did **NOT acknowledge AMS's responsibility for:**

(1 the fact that **AMS Boston failed to provide me the DOT-mandated Inventory, &**

(2 the fact that, **without the Inventory, I could not make a claim on my \$64,000 of insurance coverage for the \$45,115 of damages AMS caused to my HHGs, &**

(3 the fact that, on Mar 17, 2023, G.Burgess had required, & I provided, **clear proof that AMS's failure to provide the mandatory Inventory voided my \$64,000 insurance policy.** More specifically:

(a) On Mar 16, 2023, Mr. G. Burgess contacted me by email, informing me that AMS would not consider my Claim as completed by the 9-month Claim deadline (which was **just a week away**), unless I submitted what he called a "Denial Letter" w/my Claim.

(b) He indicated the Denial letter should memorialize the fact that **All My Son's failure—to create & provide an inventory of the condition of my HHGs moved by AMS from KS to MA—caused my insurance coverage claim to be denied.**

(c) **I was able to quickly obtain G.Burgess' requested letter from Relocation Insurance (aka MovingInsurance.com) on March 17, 2023, because I had already confirmed w/Relocation Insurance in July of 2022 that a claim submitted without an Inventory would be denied.**

(4 The Relocation Insurance letter clearly explains it serves as a Denial Letter, **providing the proof G.Burgess requested**, that they would have to **deny ANY claim submitted under the policy without an Inventory.** The letter is Attach 22 to my Mar 23, 2023 Claim.

(5 I believed Burgess' short-suspended request indicated AMS was finally going to cover what my \$64,000 insurance policy would have covered, if AMS had not failed to provide my Inventory. Coverage that AMS Bus.Mgr. Mike had promised on Jun 24, 2022, later claiming he did not recall the promise.

(6 Shockingly, G.Burgess subsequently **offered to pay ONLY what I paid for the voided policy, \$1,060, NOT the \$64,000 of coverage I lost due to AMS Boston's failure to provide the Inventory.**

(6 Adding insult to injury, when G. Burgess asserted on Apr 24, 2023 that \$6,310 was his final (& 1st) settlement offer, he stated he was offering \$6/lb & it was above AMS's "legal limit of Liability" of .60/lb, he:

(a) Did NOT Mention his previously offered \$1,060.00, for what my policy cost, which was clearly not an amount based upon a poundage calculation, &

(b) He refused to explain how he calculated the \$6,310 settlement amount, which is grossly inaccurate, even when calculated in the most favorable terms for AMS.

(i) The weight of my HHGs shipment on my Binding Estimate is 7,476 lbs. AMS Boston moved only 50% of my HHGs (contrary to my negotiated agreement for 100%); 50% is 3,738 lbs. What they moved was virtually all of our furniture & virtually all of it was damaged. His claimed calculation would be $\$6 \times 3,738 = \$22,428$. Even if AMS tried to falsely claim they only damaged 1/2 of what they moved, that value would be \$11,214.

(ii) Today G.Burgess also claims his \$6,310 settlement offer **INCLUDES** the promised \$1,060 for what I paid for my policy, not the policy's coverage. **This means his offer for the \$45,115 of damages is actually only \$5,250**, far below his claim that he is offering \$6/lb, & actually closer to \$1.40/lb, taking no

responsibility for AMS's failure to provide the required, DOT-mandated Inventory, which failure by AMS Boston caused me to lose \$64,000 of coverage which would have covered all of AMS's \$45,115 of damages.

5. I have tried to negotiate a fair settlement with AMS, in good faith, hoping AMS would respond in kind. To date AMS has not. **I simply want to have possession again of all of our household goods (HHGs) in the condition they were in before this AMS move. To do that I need these repairs. AMS returning the unjustly retained enrichment (\$10,156.13) would at least cover moving the rest of my HHGs to MA.**

6. As a 30+ year federal public servant, I feel I have an obligation to try to stop improper actions possibly violating state &/or federal regulations/statute, at a minimum by memorializing the actions & properly reporting them.

a. **On Feb 2, 2024, after 7 months of waiting for AMS to respond to my two registered letters, I submitted an on-line Request for a DOT Investigation/Enforcement Action against AMS HQ, as well as against AMS KS, & AMS Boston, regarding AMS's many violations of DOT regulations (+) during the course of my interstate move with AMS & failure to fairly settle with me.**

(1 I submitted this request to DOT, after waiting almost a year for AMS to fairly settle my Claim for damages, including waiting for AMS HQ responses to my Apr 27, 2023 letter received at AMS HQ on May 1, 2023 & my June 22, 2023 letter, received at AMS HQ on Jun 28, 2023.

(2 I provided DOT with extensive documentation, including a 25-page single-spaced memorandum detailing all of my interactions with AMS, noting virtually all of which were memorialized & conveyed to AMS as the interactions occurred, with 5 attachments, totaling 208 pgs.

b. I had hoped that DOT might energize AMS, forcing a response to me, but I have since learned their investigations take months & DOT has too limited enforcement actions, as AMS is clearly aware. Therefore, I started to draft this letter on May 3, erroneously sending the wrong draft. I quickly informed G. Burgess to ignore the draft, as I would be sending my actual letter the next day. I did not complete it until today, May 6.

c. I have been somewhat encouraged to learn:

(1 there is at least one Congressman who has expressed concern about abuse of interstate shippers & who has demonstrated interest in increasing DOT enforcement powers.

(2 I also understand that both state Attorney Generals, as well as the appointed US Attorneys in states, have the authority to take actions against both local movers & interstate movers registered with DOT.


7. As I have been very clear from the beginning, my family is currently fighting enough battles & has no desire to take on the stress of a lawsuit, even with our extensive damages now exceeding the \$75,000 minimum for filing a federal lawsuit. We are ready for these stresses to stop.

8. Hope springs eternal.

a. My husband Chuck continues to fight & win his health battles, beating Leukemia (as AMS is well aware, his Mar 2022 diagnosis was the impetus for this move). He is approaching the end of his revaccinations, nearly two years of restrictions following his stem cell transplant, so we are now able to focus on obtaining disability services for our adult son, who has also won many health battles.

b. I am hoping AMS will recalculate its \$6,310 offer. If for no other reason than the signs that AMS's actions, as a DOT-registered interstate mover, might soon be more seriously scrutinized by someone w/more authority than AMS's shippers. The 50% of our HHGs that AMS Boston moved include our family's most valuable possessions, accumulated over our combined 50 years of military service around the USA & world. I look forward to reaching final resolution of these matters. I request again the AMS HQ honor my request to deal in hard copies, given the documentation I have provided to AMS re: AMS KC & AMS Boston's questionable handling of electronic documents & given my withdrawal of consent to receive notices & disclosures electronically.

Sincerely,



Anne E. Ehram-Holland