

GRIEVANCE BACKGROUND - NOVEMBER 9TH THROUGH NOVEMBER 15TH

I advertised for a reputable moving company to transport my furniture and personal belongings from an estate in upstate New York to a house in South Dakota. On or about November 9th of last year (2021) a company marketing representative employed with **NORTHERN ELITE VAN LINES** responded to my inquiry and called me to discuss my intended project. He was polite and professional during this telephone call. This would be the last time I would speak with this professional sounding gentleman, excluding a couple times I reached out *to him* with further questions before signing a contract.

The **NORTHERN ELITE VAN LINES** company business model is to verbally gather all the information they feel is necessary and prepare a contract, which the customer is then requested to electronically sign. I subscribed in full with this process, without reservation. The only thing which caused me concern was the estimated volume of goods as the volume of (residential) goods form not only the logistical basis of the contractual obligation of the professional mover (crew size, truck size, scheduling, etc.), but the total cost to me as the customer. Their pricing is unit based at \$7/cubic foot (a cubic foot for those not familiar is about 7.5 gallons or roughly half a tank of gas in your economy auto).

During this preliminary I explained the furniture and belongings were, for several months, temporarily stored in two (2) 8 ft. x 10 ft. x 10 ft. climate controlled storage units (1,600 cubic feet). (This was a temporary measure on my part to empty the estate of all household furnishings so that it could be better shown to prospective buyers during the late summer and fall).

Within a few days following this brief telephone call the marketing representative formulated and emailed me a single page contract, with terms and conditions for my electronic signature. On November 15, 2021, I secured the contract with a credit card down payment of \$1,568, leaving a contractual balance of \$6,272.00 (Total Moving Estimate). Very importantly, I also discontinued my search for a moving company at this time.

NOVEMBER 15, 2021 THROUGH NOVEMBER 28, 2021

No communications by either party.

NOVEMBER 29TH THROUGH DECEMBER 1ST

A customer service representative texted me the morning of November 29 inquiring if I would be available to “sign off” at the pick-up location on November 30th. I was at the estate in New York but had a flight scheduled to South Dakota early November 30th. I eagerly returned the text indicating that a well-trusted neighbor would be present to oversee the pickup. I followed later with a telephone call. After several attempts I got through (she “professionally” answered the phone “hello”). It was now I first learned my goods would likely be reloaded at their warehouse in NJ onto a 53 foot tractor trailer bed along with goods from other customers due to the distance of the move. That sounded very reasonable to me.

On November 30, 2021, I was called by the moving crew foreman while in South Dakota. He quickly dispelled my major concern at that time; that all my furniture and personal belongs would not comfortably fit into the “pickup” twenty-three foot box truck.

Then came the “bad news”. After carefully listening to the foreman speak I came to the realization the volume of goods assigned to the contract (800 cubic ft.) was **woefully underestimated**. After further conversation I reluctantly agreed to the higher cost being “over a barrel” or so to speak. I believe this company “low balled” my contract to procure the bid. I was their unsuspecting victim.

Despite this financial setback, I was still mentally prepared to give the company the benefit of the doubt.

The crew left after several hours. My neighbor thought they did an excellent job loading the furniture along with approximately sixty (60) cardboard boxes, contents carefully wrapped in bubble wrap, onto the truck. My neighbor confirmed with me that no payment was requested at this time, even though the contract entitles the company to fifty (50%) percent of the remaining balance at pickup. The problem here was not that they didn’t want their payment, but this tactic afforded them time to see how they could massage the figures recalculating my contractual costs. Lesson 1: You don’t ever want to be at the mercy of this company and I had put myself into a precarious situation. Also, I was never afforded an amendment or other binding legal document, showing the increased units of volume.

DECEMBER 1

On December 1, I once again spoke with the main office, with the same customer service representative I had spoken to on November 29th. I expressed my dissatisfaction about the inexcusable, substantial increase in contract costs because of a prolific underestimation made by the marketing professional (and signed off upon by me, the customer) who it can be emphasized had firsthand knowledge of the volume of goods based upon the volume in the two storage units. They probably don't get reliable information from the customer very often and didn't quite know how to handle it in this case.

After a few minutes, I verbally indicated to the customer representative (using strong language) that I no longer wished to speak with her; surely, under these circumstances she could facilitate a call back from someone in an authoritative and decision making position. I quickly suspected that I would get no satisfaction through her (later confirmed) so she agreed to my request to have a manager call back. No one called back to give me even one valid reason how a professional moving company could have that incompetently underestimate the volume. I knew the reason all along-I just wanted to hear the company explanation.

DECEMBER 2 THROUGH DECEMBER 7

I was in South Dakota from November 30th through December 6th and back to the New York estate on December 7th. The company did not call or communicate with me in any fashion despite my obvious dissatisfaction over the completely avoidable increases.

On December 8th, I took the burden upon myself to mail (next day priority) them my personal check in the amount \$4,234 based upon anecdotal information provided by the crew foreman. They held my furniture and personal belongings in a warehouse in New Jersey. The check posted on December 14th, the third business day following their receipt.

DECEMBER 8TH TO DECEMBER 15TH

Having not spoken with this professional moving company since December 1, I booked a flight to Rapid City South Dakota, arriving at 9:42 am Friday, December 17th. As I had zero satisfaction offered from speaking with the customer service representative on all previous occasions (except November 29th), I did not feel the need to call to remind them that under contract they had until December 21 to make the delivery.

Then, during the late evening of Wednesday, December 15, I received three consecutive telephone calls; 8:07 pm, 8:07 pm and 8:08 pm. These calls were made from a 917 (New York, NY) area code. There were no message(s) left, just three vacuous calls.

DECEMBER 16th

Thursday, the next morning, I was again called, this time from a different telephone number (a 551 area code in Bayonne NJ) by "the moving crew". The crew was in Minneapolis and would be making delivery to the South Dakota residence that same day. I explained my circumstances to the crew member. He told me he would need to contact the main office for further instructions.

When the main office in Bayonne called me, it was the same defensive, attitude challenged customer service representative I had had the displeasure of speaking with on a prior occasion. She stated matter-of-factly the company had made their decision to deliver my goods on the 16th and there was nothing that I could do about that! This time I stood my ground, indicating that it was impossible for me to be there before about 10 am the following day but that we wouldn't be having this conversation if they had called me sufficiently early. Her reply was company policy is to call the customer within 24 hours of delivery; the distance involved was irrelevant. Some of her final words to me on that morning were that I would have to pay the moving crew's expenses if they had to delay their delivery by a single day. They still wanted more money, a higher profit; unbelievable, right?

Later on during the morning of the 16th I received a call from another person identifying herself as a "manager". She was going to "see what she could do" for me. She would never call back.

DECEMBER 17th

After having by this time lost all confidence in this company to practice industry acceptable customer relations, I made arrangements with another good neighbor to watch over the moving crew in my absence if I were delayed either in transit, or had otherwise missed the arrival and departure of the delivery crew. He had a set of keys given him by the former owner of the house

Unfortunately, my “red-eye” flight leaving out of Hartford on December 17th; scheduled to arrive at the Rapid City, South Dakota Airport at 9:42 am (MST, local time) was significantly delayed. I did not reach the house until about 6:30 pm local MST (8:30 pm EST) on Friday, December 17th.

Also on this day, during my transit, there were numerous, tense telephone calls from the same unfriendly customer service representative. Obvious they were panicking; they needed to insure payment upon delivery!! At one point a gentleman identifying himself as the company “Owner” called to speak to me. A truckload of my belongings, held by a rude subcontracted delivery crew, without a viable means in hand to settle payment will grab an owner’s attention every time. Finally, after struggling to fill out a company credit authorization form, in between flights, I was able to secure payment with a credit card despite what I had already told the representative about my preference to write a personal check to save myself money. They charge more if using credit cards than “cash”.

My South Dakota neighbor was “unimpressed” with the delivery crew in South Dakota. He shared with me the next day, Saturday, December 18th, that the crew foreman the previous evening had the audacity to ask him if he intended to pay a gratuity to the crew. The carnage they left behind in the house would suggest more a need for jail time than a gratuity; my furniture and other belongings were literally dumped in the front room of the house. I have numerous photographs of the horror I witnessed when I arrived the evening of Friday December 17. At least four articles of broken furniture, beds and small tables disassembled in NY but not reassembled in South Dakota and smashed boxes resulting in broken glass and ceramic goods.

TOTAL COST

My total amount paid out to **NORTHERN ELITE VAN LINES** is as follows:

• Down payment with Credit Card:	\$1,568
• Personal Check overnight mailed Dec. 8:	\$4,234
• Credit Card authorized payment taken on December 17 th :	<u>\$4,216</u>
Total:	\$10,018

This includes a twelve (12%) fuel surcharge on the volume of goods transported.

This is a **sixty (60%) percent** increase in cost to the customer based on a 79% increase in the volume of goods. This was completely avoidable if the company had submitted a “good faith bid” based upon the detailed information provided to them. This company called me less than 24 hours before their planned delivery, despite the distance. Articles of furniture, glass and ceramic goods were left broken or shattered. The crew left me with their “dirty dishes” piled on top of boxes several feet from the front door as if to “rub insult into injury”.

Where did all the damage occur? It occurred while in the possession of **NORTHERN ELITE VAN LINES** between November 30th and December 17th. The boxes were carefully packed and according to my neighbor, the NY pickup crew did a good job wrapping the furniture. At some point the chain of custody broke down.

The service representative had a very problematic attitude in the way she interacts with customers who as everyone knows are inherently already in a “stressful” state given a move of this magnitude over this distance. The finer points of customer relations are completely foreign to her along with professional courtesy. In a perfect world this company would have its DOT permit revoked or suspended depending further investigations.