

METCALFE & ATKINSON, LLC

ATTORNEYS AT LAW

August 10, 2022

Via Certified Mail

Return Receipt Requested

Facsimile and Email

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**RE: Navistar Van Lines LLC Contract with Allyson and Lee Peterson
Contract No.: Y244022**

To Whom It May Concern:

Please allow this letter to serve as formal notice that this law firm represents Allyson and Lee Peterson, former customers of Navistar Van Lines LLC ("Navistar") who entered into a contract with Navistar in or around March of 2022 (hereinafter "the Agreement") to provide an interstate move from Oregon to South Carolina. In connection therewith, I am writing to advise that our firm has been retained by the Petersons to pursue all legal remedies, both civil and administrative, available against both Navistar and its contractor Fast Link Lines Moving & Storage, LLC ("Fast Link") related to its various breaches of the parties' Agreement, various fraudulent representations made to the Petersons by Navistar prior to entering into the Agreement, Navistar's failure to make legally required disclosures to the Petersons, the outrageous and criminal actions of Navistar and Fast Link, Navistar's negligence in failing to properly oversee its contractor, and the damages that have been incurred by the Petersons as a result of the appalling conduct and actions of both Navistar and Fast Link.

Factual Background

The Petersons first became aware of Navistar after researching companies in January of 2022 to assist their family with an interstate move in March of 2022. After finding Navistar's website, Mrs.

Peterson received a text message directly from Navistar, soliciting the Peterson's business. Thereafter, and at all times during her communications with Navistar, Ms. Peterson was led to believe that Navistar was a moving company who would perform the move for the Petersons. The Petersons were never once informed that Navistar was actually a broker or that Navistar intended to contract out their move to another company. In fact, Navistar failed to disclose same even when Mrs. Peterson specifically asked Navistar if it was a broker. Likewise, the Terms and Conditions on Navistar's website, which the Petersons reviewed, failed to contain any such disclosure.

Prior to the parties entering into the Agreement, a Navistar representative advised Mrs. Peterson that Navistar would provide a driver and four (4) movers, who would do a full inventory of the contents of the Peterson's home in Oregon before loading same into the moving truck and driving same directly to the Peterson's new home in South Carolina. Navistar represented that it could complete the inventory and loading her property on March 12, 2022 and, after first discussing a 26-foot truck, indicated that it would provide a 32-foot truck for the move, understanding that the Peterson's household included two (2) families, including the Peterson's elderly parents. Navistar also represented in writing to Mrs. Peterson that it would be able to transport the Peterson's belongings to South Carolina within 6-8 days. Navistar provided the Petersons with an initial estimate of Eight Thousand Three Hundred Ninety Dollars (\$8,390.00) when it originally proposed a 26-foot truck and then later increased that estimate to Eleven Thousand Nine Hundred Sixty Dollars (\$11,960.00) when it was agreed that a 32-foot truck would be needed. Based on and relying upon Navistar's various representations to Mrs. Peterson, the Petersons entered into the Agreement with Navistar for their move and paid an initial deposit of Three Thousand Thirty-Five Dollars (\$3,035.00) to Navistar based on the first estimate and was then later required to pay an additional deposit of Fifteen Hundred Dollars (\$1,500.00) to Navistar when the estimate was increased based on the agreement to provide a larger truck.

On March 11, 2022, the day before their contracted move by Navistar, Mrs. Peterson received a phone call from an individual who stated that he was employed by a company named Fast Link, a company whose name was completely unknown to the Petersons, and that he would be doing their move the following day. He stated that he had just been "hired" for the job the day prior, that he was coming from Nevada and would plan to arrive at noon the next day. This was the first time the Petersons had ever been advised that Navistar would not be doing their move and to say that Mrs. Peterson was shocked, especially given that Navistar has always held itself out as a mover and not a broker, is an understatement. However, and as Mrs. Peterson was set to fly across the country to her new home with her elderly parents the following day, the Petersons reluctantly agreed to move forward, and Mrs. Peterson asked the man with whom she spoke to arrive by at least 11:00 the following day as she would have to leave for the airport by noon.

The following day, the man from Fast Link arrived at the Peterson's home with only a 26 foot rental truck from Penske and only one helper, not the four (4) Navistar had represented would be there or the 32-foot truck promised. The Petersons were again shocked, and Mrs. Peterson advised the driver that she had contracted for a 32-foot truck, that the 26-foot truck would clearly not be large enough to load her entire household, and that there were supposed to be additional movers there helping. Mrs. Peterson was then presented with yet another contract to sign that contained different terms than the Peterson's Agreement with Navistar and increased the price of the move by Five Thousand Dollars (\$5,000.00) above the estimate previously provided by

Navistar. The driver also demanded a payment of Four Thousand Nine Hundred and Eight Dollars (\$4,980.00), beyond the total deposits of Four Thousand Five Hundred Thirty-Five Dollars (\$4,535.00) the Petersons had paid directly to Navistar, which the Petersons felt that they had no choice but to pay. The driver then advised Mrs. Peterson that he had not been hired to transport their items to South Carolina and had only been hired to transport them to a storage facility, where another company would collect the items and transport them to South Carolina. Having to leave for the airport in less than an hour, Mrs. Peterson signed the document presented to her, left witnesses to oversee the movers and flew to South Carolina.

The Peterson's son, friend and neighbor observed the movers over the next two (2) days. While Navistar had represented that the contents of the Peterson's home would be inventoried as part of the packing process, no such inventory was undertaken by the movers. Instead, the Peterson's friend attempted to perform an inventory as best she could, numbering the boxes that were packed and taking pictures of the items in the home, which included a fireproof safe containing Three Thousand Dollars (\$3,000.00) in cash, personal papers, coins, various pieces of diamond jewelry and other items.

Less than a week later, when the Peterson's property had still not arrived at their new home in South Carolina, Mrs. Peterson received a phone call from a former neighbor in Oregon, indicating that a jogger had found the Peterson's safe, which was to have been loaded by the movers and transported to South Carolina, busted open in a local park. While the cash, coins and jewelry that had been inside of the safe were missing, the safe still contained various personal papers belonging to the Peterson's and their family members, which paperwork had enabled the jogger to identify the owner of the safe. A police report was filed, and the Petersons were provided with photographs of the safe and the condition in which it had been found in the park back in Oregon. The Petersons immediately contacted Fast Link and reported the theft of their safe and the items contained therein, as well as the fact that the rest of the items from their home still had not arrived in South Carolina. The representative with whom Mrs. Peterson spoke, whom she later learned was the owner of Fast Link, told her she had no proof that the safe was stolen or that it had still been in the house when she left and then promptly hung up her. Accordingly, Mrs. Peterson then called the Fast Link driver with whom she had previously spoken, who told her that he had taken the Peterson's items to a storage facility that was being paid for by Fast Link. Mrs. Peterson also called Navistar to report the theft and was again told that the Peterson's had no proof of any such theft and that they should make a claim with their homeowner's insurance.

Several more weeks passed, during which time the Peterson's items never arrived at their home in South Carolina as Navistar had represented would occur within six to eight days. During this time, they were calling Navistar and Fast Link weekly, often times with no one answering the phone. Additionally, and rather than taking action to assist the Petersons in locating their property and/or addressing the situation with its contractor Fast Link, Navistar representatives actually told Mrs. Peterson to stop calling them. Regardless, Mrs. Peterson asserted that they had a contract with Navistar that had not been honored, that the parties were now well-past the guaranteed arrival date of April 22, 2022 that had been provided to the Petersons, that the Petersons were to receive money back from Navistar and that the Petersons still had not received the property that had been taken from their home back in Oregon that was to have been transported to South Carolina several weeks prior.

In May of 2022, more than two (2) months after the Peterson's home had been supposedly packed up and transported, the Petersons received a call from the new owners of their former home in Oregon, advising that the new owners had seen men coming into their back yard and removing what appeared to be boxes of unidentified property. When the caller's husband confronted the men in his backyard about what they were doing, the men confirmed that had been involved in the Peterson's move but made excuses and left in a hurry. After the men left, the caller's husband looked into the boxes that had been left behind by then men and discovered a box of property that was supposed to have been loaded onto the Peterson's moving truck and transported to their new home in South Carolina. The new owners also discovered evidence that the men they had confronted on their new property appeared to have been storing and removing additional property of the Petersons over the last several weeks from the property through the back fence on the property.

Mrs. Peterson began calling Navistar and Fast Link again to determine why their property had been left behind, why Fast Link's employees were apparently stealing their property, and where the remaining part of their property was. When Mrs. Peterson was finally able to reach the owner of Fast Link, she was advised that the Peterson's property was in a storage facility in Oregon, that Fast Link was sending someone to pick up the property that day and that the Petersons owed Fast Link Eight Thousand Dollars (\$8,000.00). After disputing that they had previously made a payment to Fast Link the day the driver arrived at her home, Fast Link's owner advised Mrs. Peterson that he had now contracted with yet a third company, Easy Move, to transport their property across the country. On May 13, Mrs. Peterson received a call from a driver with Easy Move demanding additional payment.

That same day, Mrs. Peterson received a call from the original Fast Link driver, who informed her that much of their property was in a storage facility in Arizona, that Fast Link had failed to pay for the storage unit and that their items were going to be auctioned off by the facility. The driver also told her that he had taken half of her property to a storage facility in Oregon before going back to her former home, loading the rest of her property and driving it to the facility in Arizona. When Mrs. Peterson then called Fast Link's owner to confirm if this was correct, she was told that the driver was lying and that all of their property was in Oregon. However, the driver had given Mrs. Peterson the name and phone number for the facility in Arizona, so Mrs. Peterson called the facility and confirmed that the driver had arrived there on March 15, rented 2 storage units and literally "thrown" most the Peterson's property and belongings, including appliances, TVs, tools, a hot water tank and mattresses, into the units before driving away. The facility also confirmed that Fast Link had refused to make payment for the storage units and that the items in them were, indeed, set to be auctioned off. Feeling sorry for Mrs. Peterson, the facility's owner confirmed that the property in the units at issue belonged to the Petersons and also confirmed that much of their property was broken and/or appeared to be damaged. Regardless, the Petersons were forced to pay the overdue storage fees to prevent their property from being sold. Mrs. Peterson then immediately called the owner of Fast Link back, who then advised her that he was sending two (2) movers to Arizona to get their property and bring it to them "at no charge."

Over the next two weeks, the Petersons continued calling Fast Link and Navistar repeatedly, asking about the location of their property and when it was going to be delivered to

South Carolina. Regardless, they were provided with no requested updates by Fast Link and were told by Navistar only that they would “place a note” in their account. On May 26, 2022, almost two (2) weeks later and when their property still had not arrived in South Carolina as promised by the owner of Fast Link, Mrs. Peterson finally reached the owner of Fast Link on the phone and was told only that “it’s coming.” However, and to-date, the majority of the Peterson’s property has not been delivered to them and much of what they have received is severely damaged. They have also had to pay additional fees, beyond those previously paid back in May, to the storage facility in Arizona to prevent their property there from being sold.

Damages

As a result of the conduct of Navistar and Fast Link, Navistar’s apparent contractors, the Petersons have incurred no less than at Sixty Thousand Dollars (\$60,000.00) in damages. That amount includes the value of the Peterson’s property they have not received, the cash and other property stolen by Fast Link’s employees, property received that was severely damaged by the movers, various deposits and other amounts paid to Navistar and Fast Link, storage fees the Petersons were forced to pay to prevent their property from being auctioned off, and various expenses incurred as a result of being without their property and appliances for more than three (3) months now. This amount does not include the large amount of attorney fees and expenses the Petersons expect to incur, the extreme outrage suffered by the Petersons over the loss and/or theft of their property, including deeply personal items and family heirlooms, or any other costs or damages the Petersons believe they will be able to recover if forced to file suit against Navistar.

Please be advised that though the Petersons stand fully ready to proceed with litigation, as well as the filing of any and all appropriate administrative actions and/or reports regarding the outrageous and illegal conduct of Navistar, Fast Link and their employees, representatives and/or contractors, the Petersons are willing to explore the potential for a pre-suit resolution of this matter. Please let me know without delay if Navistar and Fast Link are interested in discussing such a resolution of this matter. However, and should Navistar and Fast Link not respond by the close of business on August 19, 2022, the Petersons will proceed in filing the complaint that is currently being prepared and in filing all appropriate reports with the applicable federal agencies. If forced to pursue such actions, the Petersons will seek also seek, in addition to the damages noted above, all costs and attorney fees associated therewith, as well as punitive damages resulting from the shocking and egregious actions at issue. Govern yourself accordingly.

Sincerely,



Courtney C. Atkinson

catkinson@malawfirm.com

cc: Allyson Peterson (*via email only*)
Lee Peterson (*via email only*)