

NC

(15)

17-2056-TR-CSS  
DPAQ09111700



# Public Utilities Commission

Case Number

Public Utilities Commission of Ohio  
Attn: Docketing  
180 E. Broad St.  
Columbus, OH 43215

## Formal Complaint Form

Dawn Paquette  
Customer Name (Please Print)

8925 Appleknoll Ln  
Customer Address

Cincinnati OH 45230  
City State Zip

**Against**

Account Number

Customer Service Address (if different from above)

Planes Moving & Storage  
Utility Company Name

City State Zip

Please describe your complaint. (Attach additional sheets if necessary)

See attached copy of original complaint filed on  
PUCO website for complaint details.

2017 SEP 26 AM 8:38

Dawn L Paquette  
Signature

513-561-1255  
Customer Telephone Number

This is to certify that the images appearing are an  
accurate and complete reproduction of a case file  
document delivered in the regular course of business.  
Technician mmm Date Processed 09/26/17

From: webmaster@puc.state.oh.us  
To: PUCO ContactThePUCO  
Subject: PUCO CONTACT FORM: 114396  
Received: 9/9/2017 4:04:16 PM  
Message:  
WEB ID: 114396 AT:09-09-2017 at 04:04 PM

Related Case Number:

TYPE: Complaint

NAME: Mrs. Dawn Paquette

CONTACT SENDER ? Yes

MAILING ADDRESS:

- 8925 Appleknoll Lane
- Cincinnati , Ohio 45236
- USA

PHONE INFORMATION:

- Home: 5135611255
- Alternative: 5133104626
- Fax: *(no fax number provided?)*

E-MAIL: dlpaquette@me.com

INDUSTRY:FurnitureMover

ACCOUNT INFORMATION:

- Company: Planes Moving & Storage
- Name on account: Dawn Paquette
- Service address: 8925 Appleknoll Lane

- Service phone: 513-310-4626
- Account Number: Unknown

## COMPLAINT DESCRIPTION:

On 5/22/2017, Planes Moving & Storage ("Planes") moved property of mine from 4420 Marburg Ave #316, Cincinnati, Ohio 45209 to our new home at 8925 Appleknoll Lane, Cincinnati, Ohio 45236. As part of my move contract, I elected to insure the property that Planes moved between the above two addresses through Planes under a product they offered known as Full Value Protection ("FVP"). During the course of the move, Planes personnel damaged several pieces of our property while these items were in their care during the move. As required, we submitted a claim for the damaged property. Of the six items that were submitted under the damage claim, Planes sent us a settlement letter and a check for five of the six submitted items. On the two separate checks that we received, Planes also included a release of all claims upon the deposit of those checks as payment. This complaint is to address the item that Planes rejected for reimbursement through the FVP that was purchased. In the letter from Ms. Victoria Mount, Claims Adjuster for Planes to us dated 9/6/2017, Ms. Mount stated: "Planes concluded our investigation into your claim for the reported damage to the King Mattress. The claim submitted lists the description of damage for the mattress as "springs on one side broken" and inspection revealed the mattress to be soft on one side. In researching this issue, I found that this is a common manufacturer defect that is unrelated to carrier mishandling. I regret that we are able to offer a settlement for the Stearns & Foster King mattress." In the claim that was filed with Planes, I certified that I was both the owner of the property, and did not cause or contribute to the damage that was listed in the claims report. The letter from Ms. Mount calls out an irrelevant data point in that her stated research referenced manufacturer defects that are not related to carrier mishandling. In our conversations and email we stated: 1. The mattress functioned as designed when it left our property the morning of the move. 2. We witnessed the movers bend the mattress in an angle that was near if not equal to 180 degrees. The movers attempted to fold the mattress in half – we presumed that the smaller "footprint" of the mattress eased the movement for them. 3. Upon the placement of the mattress in our new bedroom, my husband sat upon the left side, and the mattress had no support and found himself being supported on the box spring below vs. the mattress as was normal earlier in the day when he woke from his overnight sleep, removed the sheets and stepped out of the way for the movers to lift

the mattress. The innersprings on the left side, where the fold of the mattress was performed, were damaged and lost their ability to support the weight upon the mattress. 4. The action of the movers created the inability for the mattress to support body weight in an even manner as designed and as such, destroyed its ability to fully perform. Ms. Mount attempts to inject an irrelevant point in an attempt to place blame and liability on a third party when suggesting a manufacturer defect as a defense for non-payment of the claim. Planes is responsible for the damage under the terms of their contract given that: - The mattress performed its intended function properly prior to Planes personnel moving the mattress - The Planes personnel disregarded the manufacturer's instructions by bending the mattress during the move and the bending caused irreversible damage to the inter-springs within the mattress We require the replacement value of this property which according to Macy's, is \$2,197 + tax. The model of our mattress was replaced with the "Estate Palace" per Macy's.



September 6, 2017

Ms. Dawn Paquette  
8925 Apple Knoll Lane  
Cincinnati, OH 45209

Order: #10P-6286-6

Dear Ms. Paquette:

Enclosed please find our check in the amount of \$110.00 for damages incurred while your shipment was in our care. Please consider this check as full and final settlement of your household goods claim.

Settlement was based on the released valuation of your shipment and current regulations as follows:

DESCRIPTION	AMOUNT	SETTLEMENT POSITION
Paula Deen Collection Master Bedroom Dresser	\$110.00	Cash Settlement for Repair Cost
Stearns & Foster Cayla King Mattress	N/A	Planes concluded our investigation into your claim for the reported damage to the King Mattress. The claim submitted lists the description of damage for the mattress as "springs on one side broken" and inspection revealed the mattress to be soft on one side. In researching this issue, I found that this is a common manufacturer defect that is unrelated to carrier mishandling. I regret we are unable to offer a settlement for the Stearns & Foster King Mattress.
Pottery Barn Bedroom Dresser	\$220.00	Cash Settlement for Repair Cost
Henredon Ralph Lauren Nightstand	\$110.00	Cash Settlement for Repair Cost



9823 Cincinnati-Dayton Rd., West Chester, OH 45069  
(800) 543-4977

Proud Member of





# PLANES

We regret that we cannot conclude your claim as requested. However, given the explanation above, we trust you will understand our position. We would like to thank you for your patience while addressing this matter.

Sincerely,

Victoria Mount  
Claims Adjuster

Enclosure



9823 Cincinnati-Dayton Rd., West Chester, OH 45069

(800) 543-4977

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**UniGroup**



September 6, 2017

Ms. Dawn Paquette  
4420 Marburg Ave, Apt 516  
Cincinnati, OH 45209

Order: # 10P-6286-6

Dear Ms. Paquette:

Enclosed please find our check in the amount of \$180.00 for damages incurred while your shipment was in our care. Please consider this check as full and final settlement of your household goods claim.

Settlement was based on the released valuation of your shipment and current regulations as follows:

DESCRIPTION	AMOUNT	SETTLEMENT POSITION
Pottery Barn Technology Hutch Office Desk	\$90.00	\$.60 x 150 lbs.
BOVA Sectional Sofa	\$90.00	\$.60 x 150 lbs.

Please refer to the container Rental Agreement, signed July 21, 2017. The Rental Agreement sets the carrier's maximum liability on the entire shipment at \$.60 per pound per article for damages documented as having occurred during the loading process. The weight was determined by the American Moving and Storage Association Joint Military/Industry table of weights guide.

We sincerely regret that you had cause for claim and the attending inconvenience. We would like to thank you for your patience while addressing this matter.

Sincerely,

Victoria Mount  
Claims Adjuster

Enclosure



9823 Cincinnati-Dayton Rd., West Chester, OH 45069  
(800) 543-4977

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Customer		Origin	Destination		
<b>Dawn Paquette</b>		4420 Marburg Ave	8925 Apple Knoll Ln		
4420 Marburg Ave		Apt 316	CINCINNATI, OH 45236		
Apt 316		CINCINNATI, OH 45209	(513) 310-4626		
CINCINNATI, OH 45209		(513) 310-4626	dlpaquette@me.com		
(513) 310-4626					
Prepared On		Pack Date		Delivery Dates	
Total Weight		Load Dates		Early:	Late:
5,542 lbs.		Early:		Preferred:	Preferred:
05/01/2017		05/12/2017	05/12/2017	05/12/2017	05/12/2017
				Miles:	

### Transportation Charges

Description	Charge
Drive Time (0 Hours 45 Minutes @\$245.00/hr)	\$183.75
Fuel Surcharge (1 Truck 1 Day @\$25.00/truck/day)	\$25.00
Transportation (1 Truck 5 Persons 8 Hours @\$245.00/hr)	\$1,960.00
<b>Transportation: \$2,168.75</b>	

### Valuation

Type	Deductible	Customer Declared FVP Valuation
Full Value Protection (FVP)	\$0.00	\$30,000.00
		<b>Valuation: \$165.00</b>

### Additional Services

Description	Purpose	Charge
Miscellaneous Charge (Origin)	3 tv rental boxes	\$75.00
		<b>Additional Services: \$75.00</b>

**Estimate: \$2,408.75**

Listed below are the valuation options that are offered and the total price of the move with each option

Full Value Protection @ \$30,000.00

Valuation Options	Charge	Total Price	Selected (***)
Full Value Protection \$0.00 Deductible	\$165.00	\$2,408.75	...
Release Valuation Protection \$0.60 Per Pound Per Article	\$0.00	\$2,243.75	



Household Goods Quote

**THIS IS A NON-BINDING ESTIMATE**

(Indicate whether Hourly or Weight Basis)  
\_\_\_\_ HOURLY BASIS \_\_\_\_ WEIGHT BASIS

**Optional Waiver of Visual Inspection**

I hereby waive my right to a visual inspection by carrier for this Non Binding Estimate. I acknowledge that the Carrier did not inspect my household goods prior to the time the estimate was prepared, and I understand that I may be liable for additional charges for any additional goods or services not specified in this Non Binding Estimate.

Signature of Consumer \_\_\_\_\_

**REIMBURSEMENT FOR LOST OR DAMAGED GOODS**

**CUSTOMER MUST PERSONALLY INITIAL CHOICE FOR CARRIER CARGO LIABILITY**

The consumer warrants that no items of extraordinary value are being transported unless specifically listed. Items of extraordinary value are defined as items with a value in excess of one hundred (\$100.00) per pound.

( ) I agree to MINIMUM reimbursement for lost or damaged goods. I understand and accept that I will be reimbursed for lost or damaged goods at a minimal amount not exceeding sixty cents per pound per article.

Consumer represents that the declared value stated refers to:

( ) the estimated value of the entire load.

( ) the estimated value of only a portion; applicable portion identified on higher value declaration (Attachment)

( ) I accept reimbursement equal to the DEPRECIATED VALUE of lost or damaged goods. I declare a total depreciated value of \$\_\_\_\_\_ or a minimum of two dollars and twenty five cents per pound times the weight of the shipment, whichever is greater. I understand that total reimbursement for lost or damaged goods shall not exceed this declared value.

*AP* ( ) I accept reimbursement equal to the REPLACEMENT COST of lost or damaged goods. I declare a total replacement value of \$\_\_\_\_\_ or a minimum of six dollars per pound times the weight of the shipment, whichever is greater. I understand that total reimbursements for lost or damaged goods shall not exceed this declared value.

( ) I understand that failure to disclose any article valued at greater than one hundred dollars per pound may limit the carrier's reimbursement liability to this maximum per article.

( ) I choose a deductible of \$100 \$250 \$500 \$\_\_\_\_\_

The consumers initials in these sections do not constitute acceptance of this estimate.

This estimate consists of \_\_\_\_\_ pages and is valid until \_\_\_\_\_ or 30 days whichever is less.

This estimate is a nonbinding estimate. If this estimate is accepted, the cost may exceed, or be less than the amount contained in this estimate. This is an estimate only. Actual Charges will be based upon services provided.

Signature of Salesperson \_\_\_\_\_

Date \_\_\_\_\_

I accept the above non-binding estimate by Planes Moving & Storage, Inc. I understand that by accepting this estimate I am entering into a contract with Planes Moving & Storage, Inc. to perform the work described in the estimate.

Signature of Consumer \_\_\_\_\_

Date \_\_\_\_\_

Payment is expected at time of delivery in the form of cash or certified funds.

In the event that the shipment is placed in permanent storage, provisions of the Warehouse Receipt shall apply.

**CONTRACT TERMS AND CONDITIONS**

This contract is subject to all the rules, regulations, rates and charges as stated on the carrier's estimate.

**SECTION 1: The carrier shall not be held liable for any conditions listed in paragraphs (a) thru (k) regardless of any declared value stated on the face of this estimate/bill of lading.**

(a) For condition or flavor of perishable articles, objects of art, documents, currency, money, jewelry, watches, trading stamps, credit cards, precious stones, business records, computer hard drives and computer disks or articles of extraordinary value which are not specifically listed on attachments to the estimate, and loss or damage caused by or resulting:

(b) From an act, omission or negligence of shipper,

(c) From insects, moth, vermin and ordinary wear and tear.

(d) From defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity or changes therein;

(e) From (1) hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack(A) by any government or sovereign power, or by any authority maintaining or using military, naval or air forces; or (B) by military, naval or air forces; or (C) by an agent of any such government, power, authority or forces; (2) any weapon of war employing atomic fission or radioactive force whether in time of peace or war; (3) insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating, or defending against such an occurrence, seizure or destruction under

quarantine or customs regulations, confiscation by order of any government or public authority or risks of contraband or illegal transportation or trade;

- (f) From strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrence or disorder.
- (g) From Acts of God when the shipper releases the value of each article in the shipment to a value not exceeding 60 cents per pound per article.
- (h) From breakage of china, glassware, bric-a-brac or similar articles of a brittle or fragile nature unless packed by the carrier or unless such breakage results from negligence of the carrier when the shipper has released the value of each article in the shipment to a value not exceeding 60 cents per pound per article.
- (i) Should the consumer wish to increase the amount of reimbursement under this section, coverage may be available on a negotiated basis.
- (j) The carrier reserves the right to repair damaged goods as a first course of action prior to reimbursement.
- (k) The consumer warrants that no items of extraordinary value are being transported unless specifically listed. Items of extraordinary value are defined as items with a value in excess of one hundred (\$100.00) per pound.

**SECTION 2:** The carrier shall not be liable for delay caused by highway obstruction, or faulty or impassable highways, or lack of capacity of any highway, bridge or ferry, or caused by breakdown or mechanical defect of vehicles or equipment, or from any cause other than negligence of the carrier nor shall the carrier be bound to transport by any particular schedule, means, vehicle or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination.

**SECTION 3: Consumer shall:**

- (a) Be liable for any and all charges stated on the estimate and pay therefore.
- (b) And indemnify carrier against loss or damage caused by inclusion in the shipment of explosives or dangerous articles or goods.

**SECTION 4:** If for any reason other than the fault of carrier, delivery cannot be made at address shown on the face hereof, or at any changed address of which carrier has been notified, carrier, at its option, may cause articles contained in shipment to be stored in a warehouse selected by it as the point of delivery or at other available points, at the cost of the owner, and subject to a lien for all accrued tariff and other lawful charges.

**SECTION 5:** As a condition precedent to recovery, a claim for any loss or damage, injury or delay, must be filed in writing with carrier within sixty (60) days after a reasonable time for delivery has lapsed. The carrier must acknowledge receipt of your claim within fifteen days after receiving it and must respond to you within thirty days. Suit must be instituted against carrier within (2) years and one (1) day from the date when notice in writing is given by carrier to the claimant that carrier has disallowed the claim of any part or parts thereof specified in the notice. Where a claim is not filed or suit is not instituted thereon in accordance with the foregoing provisions, carrier shall not be liable and such a claim will not be paid.

Pursuant to 4901:2-19-08(D)(16) "You have a minimum of sixty days from the date of the move to file a claim for any damaged or missing goods. The carrier must acknowledge receipt of your claim within fifteen days after receiving it and must respond to you within thirty days. If your complaint is not resolved after you have called the carrier, you may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll-free) or for TTY at 1-800-686-1570 (toll-free) from eight am to five pm weekdays or at [www.puco.ohio.gov](http://www.puco.ohio.gov).

**SECTION 6:** If shipment is refused by consignee at destination, or if shipper, consignee or owner of property fails to receive or claim it within fifteen (15) days after written notice by United States mail addressed to shipper and consignee at post office addresses shown on face hereof, or if shipper fails or refuses to pay lawfully applicable charges in accordance with carrier's applicable tariff, carrier may sell the property at its option, either (a) upon notice in the manner authorized by law, or (b) by public auction to highest bidder for cash at a public sale to be held at a time and place named by carrier, thirty (30) days notice of which sale shall have been given in writing to shipper and consignee, and there shall have been published at least once a week for two successive weeks in a newspaper of general circulation at or near the place of sale, a notice thereof containing a description of the property as described in the bill of lading, and the names of the consignor and consignee. The proceeds of any sale shall be applied toward payment of lawful charges applicable to shipment and toward expenses of notice, advertising, and sale, and of storing, caring for and maintaining property prior to sale, and the balance, if any shall be paid to owner of property; PROVIDED that any perishable articles contained in said shipment may be sold at public or private sale without such notices, if, in the opinion of carrier, such action is necessary to prevent deterioration or further deterioration.

## 1.

2

2. Any articles found damaged must be kept available for inspection (including containers).

3. Contact the Carrier or Trucking Co. to arrange for inspection of your damages and assist in securing repair estimates.

4. In describing articles give as much information as possible such as color, kind of material, model numbers, trade name, manufacturer, etc.

5. Complete all spaces thoroughly to avoid unnecessary delay in concluding your claim.

40p-4122-7

CARRIER/WAREHOUSE NAME

WAS SHIPMENT IN A WAREHOUSE?	NO	YES	IF YES, WHERE	Planes Storage Container - some was in POD container and some was not	West Chester	OH
				WOOD FLOOR DAMAGE	CITY	STATE
DO YOU HAVE A CERTIFICATE OF INSURANCE?	NO	YES	AMOUNT			
WHAT AMOUNT OF COVERAGE WAS ON THE GOODS?	\$60 U.B.	\$125 U.B.	LUMP SUM \$		FULL VALUE PROTECTION	

[illegible]

I am the owner of the property described. I did not cause or contribute to the damage set forth herein. All statements made in this statement of claim and any attached documents are true and correct to the best of my knowledge and belief, and constitute an complete and entire claim. No material information has been withheld.

PT: CO regulations require that all claims for loss and damage must be received in writing by the carrier within (60) days from date of delivery.

1717

Signature of Claimant

Date \_\_\_\_\_

INSPECTOR'S REMARKS List a full report of your observations, conclusions, and recommendations with respect to each item list above.

Planes Moving and Storage

To: Dawn Paquette

CLMS012965

Check Number:

377887

Date:

08/31/2017

Invoice Number	Date	Description	Amount	Discount	Paid Amount
40P-4122-7/115054	08/30/2017	Cashed Out	\$440.00	\$0.00	\$440.00

TOTALS: \$440.00 \$0.00 \$440.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND

Planes Moving and Storage

9823 Cincinnati Dayton Road  
Cincinnati, OH 45069

Fifth Third Bank Cincinnati  
Cincinnati, OH

377887

13-31/420

Amount Four Hundred Forty Dollars and 00 Cents

DATE  
Aug 31, 2017

AMOUNT  
\$440.00

Pay to the Order of:

Dawn Paquette  
8925 Apple Knoll Ln  
Cincinnati, OH 45236

Raymond M. Gundrum

THIS DOCUMENT CONTAINS VISIBLE FLUORESCENT FIBERS AND A TRUE WATERMARK. HOLD TO A LIGHT TO VERIFY.

⑈ 377887 ⑈ ⑆042000314⑆ 702508051⑈

PLEASE REMOVE STORAGE AND UNITED  
VALU LIFE'S and its agents from any  
and all facility regarding order  
number 408-4122-6

Planes Moving and Storage

To: Dawn Paquette

CLMS012966

Check Number:

377888

Date:

08/31/2017

Invoice Number	Date	Description	Amount	Discount	Paid Amount
40P-6286-6/115055	08/30/2017	Cashed Out	\$180.00	\$0.00	\$180.00

TOTALS: \$180.00 \$0.00 \$180.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND

Planes Moving and Storage

9823 Cincinnati Dayton Road  
Cincinnati, OH 45069

Fifth Third Bank Cincinnati  
Cincinnati, OH

377888

13-31/420

Amount One Hundred Eighty Dollars and 00 Cents

DATE  
Aug 31, 2017

AMOUNT  
\$180.00

Pay to the Order of:

Dawn Paquette  
4420 Marburg Ave, Apt 316  
Cincinnati, OH 45209

*Raymond M. Gundrum*

THIS DOCUMENT CONTAINS VISIBLE FLUORESCENT FIBERS AND A TRUE WATERMARK. HOLD TO A LIGHT TO VERIFY.

⑈ 3 7 7 8 8 8 ⑈ ⑆ 0 4 2 0 0 0 3 1 4 ⑆ 7 0 2 5 0 8 0 5 1 1 ⑈

PLANNING & STORAGE AND UNITED  
YOUTH and its agents from any  
and all liability regarding order  
number 70P-102826-6