

Ohio

Public Utilities
Commission

Filed Internal Complaint
8/23/21 to no avail. Please
reference that case #00711824
Case Number

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

22-0333-TR-CSS
Formal Complaint Form

Customer Name (Please Print)

Ronicha Laroche

Against

Utility Company Name

Planes Moving & Storage
9823 Cincinnati-Dayton Road
West Chester, OH 45069

Customer Address

506 Walnut Springs Drive

City State Zip

Oakwood, OH 45419

Account Number

U00040-2267443

Customer Service Address (if different from above)

City State Zip

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

see page 2.

PUCO

2022 APR -6 PM 12:42

RECEIVED-DOCKETING DIV

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 SW Date Processed 04/06/22



Public Utilities Commission

007118226

Case Number

Public Utilities Commission of Ohio

Attn: Docketing

180 E. Broad St.

Columbus, OH 43215

Planes Moving & Storage was hired by myself to perform the following services on 2/10/21:
Coordinate 3rd Party Service to crate fragile household goods, load all household goods including crated into storage pallets for Long-Term Storage at their West Chester, OH storage facilities, coordinate 3rd Party Service to move and store separately the grand piano, provide Full Value Replacement Coverage up to \$30,000.00 for damaged goods.

On 4/2/21, Planes Moving & Storage was hired by myself to perform the following services: Deliver all household goods including crated goods with the exception of the piano to the new residence and coordinate 3rd Party Service to uncrate fragile household goods previously crated on 2/10/21.

Please let the attached documents stand as proof that Planes Moving & Storage misrepresented their storage facilities as being "Climate Controlled", misconstrued the furniture repair quotes in an effort to avoid liability for damaged goods, charged for services not performed (Uncrating), charged a monthly fee for Full Replacement Cost of damaged goods but has not honored, submitted first settlement offer in counter to Damaged Goods Claim 36 days after claim form was received and has failed to negotiate Damaged Goods Claim in good faith.

I would ask that PUCO verify the claims that I have made against Planes Moving & Storage to be accurate based on the attached documents and to hold Planes Moving & Storage accountable for the inadequate services they have performed and the unjust manner in which they have negotiated the Damaged Goods Claim.

Signature

Ronicha Laroché

(513) 377-1176

Customer Telephone Number

Susan Geyer - Planes

Text regarding Climate Controlled Storage Facilities

VZW Wi-Fi

9:07 AM

94%

Supporting
Packet #1

Move Out/In
Invoices



sgeyer85@gmail.com

Message

Tue, Jan 26, 9:02 AM

Storage



Safe, Secure, Cost-Effective.

- ✓ Fire detection prevention
- ✓ A sprinkler system
- ✓ Climate Controlled
- ✓ Smoke detectors
- ✓ Motion detection & 24/7 surveillance

This contact is not in your contact list

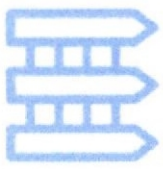
[Report Junk](#)

Text from Susan Geyer, Planes, sent to myself 3 days prior to signing Move-Out Estimate U00040-2267443. Text was sent, per my request, as proof that storage facilities were in fact Climate Controlled. We did not discuss any other options regarding the storage facilities.



Planes-movingsstorage.com

all of our facilities have the following security and safety features:



perimeter fencing around facility exterior



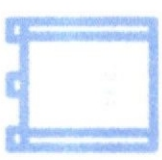
wet sprinkler system/smoke detectors



racked storage



24-hr monitored security system



palletized storage



portable container storage



temperature controlled



GET MOVING 



online estimate



long-term storage

Your valuables will be pad-wrapped in a fully-enclosed, size and temperature customizable storage vault. This is our most secure long-term solution.

online estimate



Privacy - Terms

Email from Susan Geyer, sent 2 days prior to signing Move-Out Estimate.

From: 'Susan Geyer' via Quotes To Go noreply@quotes.unigroupinc.com
Subject: Your United Van Lines Quote
Date: January 27, 2021 at 2:37 PM
To: ronichalaroche@gmail.com
Cc: sgeyer@planescompanies.com

Hi Ronicha,

It was lovely talking with you yesterday. Based on the inventory we discussed I have prepared the quote below for your review. Our quote is based on you packing yourselves and includes the following services:

- Third party service to crate - fire table, propane cover, 2- marble tops
- Loading your goods into storage pallets at residence- *includes two trucks for storage vaults
- One month of storage for 12,000#, \$300 per month plus tax *mo. chg for long-term, temp-controlled storage*
- A1 Piano to move and store the grand piano- includes one month, additional months \$125 plus tax *Piano was also stored in temp-controlled storage facility*
- Full value replacement coverage for \$60,000 with no deductible, \$165/per month

We really appreciate this opportunity to earn your business and look forward to working with you on a successful relocation. Please let me know if you have any questions or would like to schedule your move date.

If you're interested in moving boxes for packing you can follow this link to purchase on line;

<https://planes-movingstorage.com/supplies/>

You can use promo code susangeyer10 to save 10% and if you spend \$100 we are offering free delivery on Wednesday's.

Hope that helps!

To view, please click below.

[Household Goods Quote](#)
[Survey](#)
[Items Not To Pack](#)

Thank you,

Susan Geyer
Planes Moving & Storage
9823 Cincinnati Dayton Road
West Chester, OH 45069
sgeyer@planescompanies.com
Phone: (513) 759-3783
Fax: (513) 759-3699
Relocation & Storage Solutions

Move-Out Estimate - Shows charge for Full Value Replacement Coverage

PLANES MOVING & STORAGE, INC.
9823 CINCINNATI-DAYTON ROAD
WEST CHESTER, OH 45069-3825
513-759-6000
PUCO 4316-HG

Planes
Moving & Storage

Estimate Number
U00040-2267443

Household Goods Quote

Customer

Ronicha Laroche
4040 Beechwood Ave
Cincinnati, OH 45229
(513) 377-1176

Origin

4040 Beechwood Ave
Cincinnati, OH 45229
(513) 377-1176

Destination

U40 Storage
Cincinnati, OH 45229
(513) 377-1176
ronichalaroche@gmail.com

Prepared On

01/29/2021

Total Weight

11,983 lbs.

Pack Date

Load Dates

Early:

02/10/2021

Late:

02/10/2021

Preferred:

02/10/2021

Delivery Dates

Early:

Late:

Preferred:

Miles:

No delivery date scheduled.
Items to be stored in
Permanent Long-Term, Climate-
Controlled storage. Charge

\$294.00

\$2,058.00

Transportation: \$2,352.00

Transportation Charges

Description

Drive Time (1 Hour @\$294.00/hr)

Transportation (2 Trucks 5 Persons 7 Hours @\$294.00/hr)

Packing

Description

Twin Mattress Carton

Double Mattress Carton

King/Queen Mattress Carton

Quantity

Per Each

Charge

1

2

1

Packing: \$0.00

Unpacking

Description

Twin Mattress Carton

Double Mattress Carton

King/Queen Mattress Carton

Quantity

Per Each

Charge

1

2

1

Unpacking: \$0.00

Carton Charges

Description

Twin Mattress Carton

Double Mattress Carton

King/Queen Mattress Carton

Quantity

Per Each

Charge

1

2

1

\$6.75

\$8.75

\$15.00

\$6.75

\$17.50

\$15.00

Carton: \$39.25

Additional Services

Description

Miscellaneous Charge (Origin)

3rd Party Charge (Origin)

3rd Party Charge (Origin)

3rd Party Charge (Origin)

Miscellaneous Charge (Origin)

Miscellaneous Charge (Origin)

Purpose

Sales tax on monthly storage

A1 Piano to move to their warehouse storage

Monthly Piano storage fee

3rd party trip charge

Full value coverage \$30,000

12,000# stg @ \$2.50/CWT per month

Charge

\$19.50

\$375.00

\$125.00

\$79.00

\$82.50

\$300.00

Additional Services: \$981.00

No piano storage
company would store
piano in an
unconditioned climate.

If they had specifically labeled the piano
storage as "climate controlled", this would have
been a Red Flag to question why they hadn't
done the same for the other storage fee but
it was understood that everything
had to be climate controlled.

Planes iA1 said this was
Climate Controlled as well.

PLANES MOVING & STORAGE, INC.
9823 CINCINNATI-DAYTON ROAD
WEST CHESTER, OH 45069-3825
513-759-6000
PUCO 4316-HQ

Planes
Moving & Storage

Estimate Number
U00040-2267443

Household Goods Quote

Crating

Description	Point of Service		Purpose	Charge
Misc Crate (60.00 x 40.00 x 20.00)	Origin		Crating	\$310.00
Marble Table Tops (26.00 x 52.00 x 6.00)	Origin		Crating	\$50.00
Marble Table Tops (43.00 x 43.00 x 6.00)	Origin		Crating	\$70.00
Misc Crate (22.00 x 22.00 x 26.00)	Origin		Crating	\$80.00
				Crating: \$510.00

Estimate: \$3,882.25

Estimate paid
2.5.21

Shows I selected Replacement Cost of damaged goods

Planes
Moving & Storage

Household Goods Quote

Estimate Number
U00040-2267443

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.

☒ I accept reimbursement equal to the REPLACEMENT COST of lost or damaged goods. I declare a total replacement value of \$ 30,000 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.

Nick Meyer
Signature of Salesperson

01/29/2021

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.

Rachin Lyache
Signature of Consumer

01/29/2021

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. *Refer to High Value Inventory Form listing Louis Phillippe marble chest*

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.

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.

I submitted claim form 4.26.21

Carole Trest emailed receipt of claim form 4.26.21

Denise Bradley emailed settlement offer 6.1.21

Move-Out Invoice

PLANES COMPANIES

Invoice #: 40P-717-1/293154

Order #: 40P-717-1
Invoice Date: 02/24/2021

Customer #: LAROCHERONI0001

Ronicha Laroche - 14147
4040 Beechwood Ave
Cincinnati, OH 45229

9823 Cincinnati Dayton Road
West Chester, OH 45069
800-543-4977

Actual charges for
move on 2/10/21

Orig. paid *3882.25
Actual cost *3728.25
Credit due *154.-

Amount Due: (\$154.00)

Due Date: 03/11/2021

After 03/11/2021 pay: (\$154.00)

Amount Paid: \$

Remit To:

PLANES MOVING AND STORAGE INC
PO BOX 636589
Cincinnati, OH 45263-6589

Please detach and return this portion with your payment. Thank you.

Invoice #: 40P-717-1/293154

Order #: 40P-717-1
Invoice Date: 02/24/2021

Customer #: LAROCHERONI0001

Planes Moving & Storage, Inc.
9823 Cincinnati Dayton Road
West Chester, OH 45069
800-543-4977

Remit To:

PLANES MOVING AND STORAGE INC
PO BOX 636589
Cincinnati, OH 45263-6589

Shipper: Laroche, Ronicha		Weight: 13120 Miles: 15	
From: 4040 Beechwood Ave Cincinnati, OH 45229 United States of America		To: U40 Storage Lot# 14147 Cincinnati, OH 45229 United States of America	
Load: 02/10/2021		Tariff: LocalNonPeak	
Del:			

Item #	Description	Quantity	Quantity	Rate	Gross	Discount	Amount
Containers							\$39.25 ✓
22114	02/10/2021 - Cont Matt Ctn Single	1.00	qty	\$6.7500	\$6.75	0.00 %	\$6.75
22115	02/10/2021 - Cont Matt Ctn Dbl	2.00	qty	\$8.7500	\$17.50	0.00 %	\$17.50
22116	02/10/2021 - Cont Matt Ctn King	1.00	qty	\$15.0000	\$15.00	0.00 %	\$15.00
5 men 2 vans 6.25 hrs @294.00hr Drive time 1 hr							\$1,837.50 ad
orig. chgd for this *2058.-							\$294.00 ✓
584	02/11/21-02/28/21 Storage	0.50	Months	13,120.00 lbs	\$2.5000	\$164.00	\$164.00 ad
4906	Storage Insurance \$30,000	30.00	qty	\$2.7500	\$82.50		\$82.50 ✓
120	A-1 PIANO-3rd Party Service						\$660.00
120	3rd Party Service Orig						\$651.00 ad
orig. chgd *510. We crated with piano & all							

Sub Total: \$3,728.25

Pre-Payment: (\$3,882.25)

Amount Due: (\$154.00)

Due Date: 03/11/2021

After 03/11/2021 pay: (\$154.00)

Ins. Fee
Crating Fee

mattresses

credit 220.50

prorated 1/2 mo.

crating

Mo. Storage Invoice

-refers to CC Perm storage (Permanent)



Planes Moving & Storage, Inc.

9823 Cincinnati Dayton Road
West Chester, OH 45069

800-543-4977

Invoice #: 40P-717-1/295370

Order #: 40P-717-1
Invoice Date: 03/11/2021

Customer #: LAROCHERONI0001

Amount Due: \$431.82

Due Date: 03/26/2021

After 03/26/2021 pay: \$438.30

Amount Paid: \$

Remit To:

PLANES MOVING AND STORAGE INC
PO BOX 636589
Cincinnati, OH 45263-6589

Ronicha Laroche - 14147
4040 Beechwood Ave
Cincinnati, OH 45229

Please detach and return this portion with your payment. Thank you.

Invoice #: 40P-717-1/295370

Order #: 40P-717-1
Invoice Date: 03/11/2021

Customer #: LAROCHERONI0001

Planes Moving & Storage, Inc.

9823 Cincinnati Dayton Road
West Chester, OH 45069
800-543-4977

Remit To:

PLANES MOVING AND STORAGE INC
PO BOX 636589
Cincinnati, OH 45263-6589

Shipper: Laroche, Ronicha
From: 4040 Beechwood Ave
Cincinnati, OH 45229
United States of America
Load: 02/10/2021

To: U40 Storage
Cincinnati, OH 45229
United States of America
Del:

Weight: 13120 **Miles:** 15
Tariff: LocalNonPeak

Item #	Description	Quantity	Quantity	Rate	Gross	Discount	Amount
03/01/21-03/31/21 CC Perm Stg							\$431.82
584	03/01/21-03/31/21 Perm Storage	13,120.00 lbs		\$2.5000		\$328.00	
7322	03/01/21-03/31/21 OH-Butler Sales Tax	328.00 /100		\$6.5000		\$21.32	
4906	03/01/21-03/31/21 Storage Insurance \$30,000	30.00 qty		\$2.7500		\$82.50	

Amount Due: \$431.82

Due Date: 03/26/2021

After 03/26/2021 pay: \$438.30

DO NOT SEND PAYMENT
AMOUNT DUE WILL BE CHARGED TO YOUR CREDIT CARD

THANK YOU

CC Perm Stg
"Climate Controlled Permanent Storage"

Receipt

Non-Negotiable

WAREHOUSE RULES

PLEASE READ

Present this Warehouse receipt and a written order when any goods are to be withdrawn.

Reasonable notice is required for access to or delivery of goods.

Access to goods by appointment only.
A labor charge will be made for handling
of and access to goods in the Warehouse.

This Warehouse Receipt must be returned when all goods enumerated in the Schedule are to be withdrawn.

A platform charge will be made when goods are delivered to outside truckmen.

The final settlement of this account must be made in CASH, at this office. No checks will be accepted upon withdrawal of goods unless certified.

OWNERSHIP OF PROPERTY. The customer has received and warranted to the company that he is the legal owner or in lawful possession of the property and has the legal right and authority to contract for and execute the sale of the property, and that there are no legal limitations, liens and conditions, debts and encumbrances on said property. If there are any litigation as a result of the breach of this clause the customer agrees to pay all charges that may be due together with such costs and expenses including attorney's fees which this company may reasonably incur in the defense of this contract. The company and this company shall have a lien on said property for all charges that may be due them as well as for such costs and expenses.

2. **PAYMENT.** (a) It is agreed that the company shall have a general lien upon any and all property deposited with it or hereafter deposited with it. All goods deposited upon which storage and all other charges are not paid when due, shall be sold at public auction after the expiration of a reasonable period of time after the date the price for the deposit, and publication of the time and place of said sale, according to law.

(b) The company shall have a further lien for all monies advanced to any third parties for account of the deposit.

(c) *Personas* are due and payable monthly in advance, periodic payments being charged on all accounts unpaid at the end of each month. The company's liability for transportation charges is spread in cash, by credit or certified check, before the delivery of goods or materials deposited under this contract and no transporter will be recognized unless entered on the books of the company.

(c) has contract accepted subject to delays demanded by war, insurrection, labor troubles, strikes, riots or other public calamities, epidemics, Acts of God or the public enemy, riots, the elements, street traffic, slowest service or otherwise beyond the control of the company.

(d) The company is not responsible for any freight articles insured or broken, unless packed by its employees and inspected by them at the time of delivery. The company will not be responsible for mechanical or electrical functioning of any article or equipment received from customers if it is not inspected immediately after conditions or other instruments or appliances attached or not such articles are packed or unpacked by the company.

[illegible]

4. MINIMUM PERIOD FOR STORAGE: On storage accounts three months storage will be charged for any fraction of the first three months period. Thereafter one month storage rate will be charged for thirty days or less.

5. **TERMINATION OF STORAGE.** The company reserves the right to terminate storage of the goods at any time by giving the depositor 30 days written notice of its intention to do so and until the depositor removes such goods within that period the company is hereby empowered to have the same removed at the cost and expense of the depositor. And upon so doing the company shall be relieved of any liability with respect to such goods thereafter thereafter incurring.

6. **ADDRESS AND CHANGE.** It is agreed that the address of the Depositor of Goods for storage is as given on the front side of this contract and shall be relied upon by the company as the address of the depositor until change of address is given in writing to the company and acknowledged in writing by the company and notice of any change of address will not be valid or binding upon the company if given or acknowledged in any other manner.

7. **FILING OF CLAIM NOTICE.** (a) As a condition precedent to recovery, claim must be in writing, supported by a paid freight bill and filed with the company within sixty (60) days after delivery of the goods. No action may be maintained by the depositor against the company either by suit or arbitration to recover for claimed loss or damage, unless commenced within twelve (12) months next after the date of delivery by the company.

(b) The company shall have the right to inspect and repair alleged damaged articles.

CORRECTION OF ERRORS: The depositor agrees that the inventory is not to be used as a receipt for the goods within ten days of the date of the inventory. Any corrections accompanying the warehouse receipt and made prior to that date, including any excisions noted therein as to the condition of the property when received for storage, the inventory list shall be deemed to be correct and complete.

3. **ARBITRATION.** Any controversy of claim arising out of or relating to this contract, the breach thereof, or the goods affected hereby, whether such claims be founded in tort or contract shall be settled by arbitration in accordance with the rules of the American Arbitration Association, provided however that upon any such arbitration the arbitrator or arbitrators may not vary or modify any of the foregoing provisions.

15. **AGREEMENT.** The contract represents the entire agreement between the parties hereto and cannot be modified except in writing and shall be deemed to apply to all the property whether household goods or goods of any other nature or description which the company may now or any time in the future store, pack, transport or ship for the owner's account.

11. GENERAL CONDITIONS: (a) If goods cannot be delivered in the ordinary way by stair or elevator, the owner agrees to pay on additional charge for hoisting or lowering or other necessary labor to effect delivery. Customer shall arrange in advance for all necessary elevator and other services and any charges for same shall be met by the customer. Customer agrees to pay the hourly charge in this contract for waiting time caused by lack of sufficient elevator service.

(b) Packing or moving charges do not include taking down or putting up of curtains, mirrors, paintings, pictures, electric or other fittings, or the relaying of floor coverings or similar services but if such services are ordered a charge will be made therefor.

COMPANY NAME

HIGH VALUE INVENTORY **INVENTORY OF ITEMS VALUED** **IN EXCESS OF \$100 PER POUND** **PER ARTICLE**

ref: Louis Phillipe
marble chest

ORDER FOR SERVICE NO.

40P 717 1

All items included in your shipment that are considered to be of extraordinary (unusual) value must be specifically identified and the carrier must be advised that they are included in the shipment. Items of extraordinary value are defined as those having a value greater than \$100 per pound. Typical household goods items that frequently have a value in excess of \$100 per pound per article are: currency, coins, jewelry, precious metals, precious or semi-precious stones or gems, gold, silver or platinum articles including silverware and service sets, china sets, crystal or figurines, fur or fur garments, antiques, oriental rugs or tapestries, rare collectible items or objects of art, computer software programs, manuscripts or other rare documents. Of course, other items may also fall into this category and must be identified as well.

The purpose of this inventory is to assist you in identifying articles of extraordinary or unusual value so that the carrier will be aware of those items that require special handling and protection. Failure to identify such articles will result in limited carrier liability. This form must be presented to the lead packer before packing begins for carrier packed high value items and to the van operator before loading begins for non-packed or owner packed items. Owner packed cartons containing high value items must be left open for the van operator to view and seal.

List No.	Inventory Number	Description of Articles Exceeding \$100 Per Pound Per Article	List No.	Inventory Number	Description of Articles Exceeding \$100 Per Pound Per Article
1.	91-92	2 pc. 18k gold antique	8.		
2.	314	muslin dress - marble	9.		
3.			10.		
4.			11.		
5.			12.		
6.			13.		
7.			14.		

Owner (Shipper) agrees that any claim for loss or damage must be supported by proof of value and understands settlement will be based upon the information furnished on this inventory form and the declaration of value contained on the accompanying Bill of Lading, the Bill of Lading terms and conditions, the tariff in effect at the time of shipment, the Household Goods Descriptive inventory, and all other pertinent information available to the carrier. **If you have not listed articles having a value in excess of \$100 per pound per article on this inventory, your signature below attests to the fact that such articles are not included in your shipment.** If through inadvertence or any other cause, items having a value in excess of \$100 per pound per article are included in your shipment and you fail to list those items on this inventory, or fail to sign this inventory, you expressly agree that the carrier's liability for loss or damage to those items will be limited to no more than \$100 per pound per article (based upon the actual article weight).

AT ORIGIN

I certify the above listed information to be true, correct and complete.

X
Signature of Owner (Shipper) or
Owner's (Shipper's) Representative

Date

2/10/21

Carrier's representative acknowledges receipt of listed items and of an executed copy of this inventory.

X
Signature of Carrier's Representative

Date

2/10/21

Shipment Origin (City and State)

AT DESTINATION

I acknowledge receipt of the above listed items with exception only as noted on the carrier's descriptive inventory.

X
Signature of Owner (Shipper) or
Owner's (Shipper's) Representative

Date

Carrier's representative acknowledges delivery of the above listed items.

X
Signature of Carrier's Representative

Date

Planes Moving & Storage, Inc.

☐ 9823 Cincinnati-Dayton Road
West Chester, OH 45069
800-543-4977

☐ 2635 Planes Drive
Indianapolis, IN 46219
800-242-0057

☐ 2000 Dividend Drive
Columbus, OH 43228
800-233-2320

☐ 1100 Bitter Road
Aurora, IL 60504
877-278-0714

☐ 9370 Byers Road
Miamisburg, OH 45342
800-854-8382

Received for the Account of Ronda Laroche

whose latest known address is 4040 Beechwood Ave
the following goods and chattels enumerated and described in schedule below, in condition described herein, to be stored

at warehouse at 040
upon the Terms and Conditions on the back of this Receipt.

Rate of Storage per Month or fraction thereof _____ Carriage _____

Warehouse Labor _____ Other _____ Packing _____

By _____ for _____

Date of Issue _____

Lot No. _____ No. of Pages 1 of 1

Consecutive No. _____

Wt. of HHG _____

Wt. of Books _____

TOTAL WEIGHT _____

Basic Agreement No. _____

Service Order No. 400-717-1

DESCRIPTIVE SYMBOLS

B/W - BLACK & WHITE TV
C - COLOR TV
CP - CARRIER PACKED
PBO - PACKED BY OWNER
CE - CARRIER DISASSEMBLED
DBO - DISASSEMBLED BY OWNER
PB - PROFESSIONAL BOOKS
PE - PROFESSIONAL EQUIPMENT
PP - PROFESSIONAL PAPERS
MCU - MECHANICAL CONDITION UNKNOWN

BE - BENT
BR - BROKEN
BU - BURNED
CH - CHIPPED
CU - CONTENTS & CONDITION UNKNOWN

EXCEPTION SYMBOLS

D - DENTED
F - FADED
G - GOUGED
L - LOOSE
M - MARRED
MI - MILDEW
MO - MOTHEATEN
R - RUBBED
RU - RUSTED
SC - SCRATCHED
SH - SHORT
SO - SOILED
T - TORN
W - BADLY WORN
Z - CRACKED

LOCATION SYMBOLS

1. ARM
2. BOTTOM
3. CORNER
4. FRONT
5. LEFT
6. LEGS
7. REAR
8. RIGHT
9. SIDE
10. TOP
11. VENEER
12. EDGE
13. CENTER
14. INSIDE

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR

TAG LOT # 2124987 TAG COLOR Red NOS. _____ THRU _____

ITEM NO.	CR. REF.	ARTICLE	CONDITION AT ORIGIN	SHIPPER CHECK DEST.	EXCEPTIONS (IF ANY) AT DESTINATION	ITEM NO.
1		Kitchen table	Antique - w - SC TOP			1
2		Antique table leaf	w - F			2
3		Antique table leaf	w - F			3
4		Picture Box	CP			4
5		metal Shelf x4	DBO - w			5
6		metal Rods/shelf	DBO - w			6
7		Antique table legs	w - F - S - ALLOWED DBO			7
8		Antique table	w - DBO - F - SC TOP			8
9		Antique table leaf	w - DBO			9
10		Lg Box I	PBO I			0
1						1
2		sm Box I	PBO I			2
3						3
4		sm Box	PBO			4
5		med Box	PBO			5
6						6
7						7
8						8
9						9

REMARKS/EXCEPTIONS

I have checked all the items listed and numbered _____ to _____ inclusive and acknowledge that this is a true and complete list of the goods tendered and of the state of the goods received.

Driver [Signature] Date 2-10-21

I acknowledge that the condition of the goods at the time of the loading is as noted on this inventory and that I have received a copy of this inventory.

Owner or Authorized Agent Sign and Date: _____

ORDER FOR DELIVERY

Kindly deliver goods on this warehouse receipt to _____

_____ on _____
In case goods are delivered to truckman other than the Company's Truck, the responsibility of the Warehouse ceases when goods are delivered to said truckman.

Goods for places where receipts are customarily refused or where no authorized person is present to sign for them, may be left at my risk.

If goods cannot be delivered in the ordinary way by the stairs or elevator, I agree to pay for any and all extra charges for hoisting or other necessary labor.

Date _____ Signed [Signature]

DELIVERY RECEIPT

The undersigned hereby acknowledges the delivery and receipt of all property as listed and described in this warehouse receipt and/or any supplemental list attached hereto and certifies that the same has been received on the above date in good condition and order unless otherwise indicated hereon in writing.

I further certify that all property so delivered is owned by me and the said delivery to me includes all property stored by the undersigned except as otherwise indicated hereon in writing.

Date 4/8/21 [Signature]

Movers Notes on Louis Phillipe Chest
Planes self-described piece as

Planes Moving & Storage, Inc.

"High Value" on 2/10/21.
At delivery on 4/8/21 it is
Worthless

☐ 9823 Cincinnati-Dayton Road
West Chester, OH 45069
800-543-4977

☐ 2635 Planes Drive
Indianapolis, IN 46219
800-242-0057

☐ 2000 Dividend Drive
Columbus, OH 43228
800-233-2320

☐ 1100 Bilter Road
Aurora, IL 60504
877-278-0714

☐ 9370 Byers Road
Miamisburg, OH 45342
800-854-8382

Received for the Account of Ronika Lamuche

whose latest known address is 4010 Birchwood Ave
the following goods and chattels enumerated and described in schedule below, in condition described herein, to be stored

at warehouse at 140
upon the Terms and Conditions on the back of this Receipt.

Rate of Storage per Month or fraction thereof _____ Cartage _____

Warehouse Labor _____ Other _____ Packing _____

By _____ for _____

NON-NEGOTIABLE WAREHOUSE RECEIPT AND INVENTORY

Date of Issue _____

Lot No. _____ No. of Pages 101

Consecutive No. _____

Wt. of HHG _____

Wt. of Books _____

TOTAL WEIGHT _____

Basic Agreement No. _____

Service Order No. 400-717-1

DESCRIPTIVE SYMBOLS

B/W - BLACK & WHITE TV
C - COLOR TV
CP - CARRIER PACKED
PBO - PACKED BY OWNER
CE - CARRIER DISASSEMBLED
DBO - DISASSEMBLED BY OWNER
PB - PROFESSIONAL BOOKS
PE - PROFESSIONAL EQUIPMENT
PP - PROFESSIONAL PAPERS
MCU - MECHANICAL CONDITION UNKNOWN

BE - BENT
BR - BROKEN
BU - BURNED
CH - CHIPPED
CU - CONTENTS & CONDITION UNKNOWN

EXCEPTION SYMBOLS

D - DENTED
F - FADED
G - GOUGED
L - LOOSE
M - MARRED
MI - MILDEW
MO - MOTHEATEN
R - RUBBED
RU - RUSTED
SC - SCRATCHED

SH - SHORT
SO - SOILED
T - TORN
W - BADLY WORN
Z - CRACKED

LOCATION SYMBOLS

1. ARM
2. BOTTOM
3. CORNER
4. FRONT
5. LEFT
6. LEGS
7. REAR
8. RIGHT
9. SIDE
10. TOP
11. VENEER
12. EDGE
13. CENTER
14. INSIDE

NOTE: THE OMISSION OF THESE SYMBOLS INDICATES GOOD CONDITION EXCEPT FOR NORMAL WEAR

TAG LOT # 2124987 TAG COLOR Red NOS. _____ THRU _____

ITEM NO.	CR. REF.	ARTICLE	CONDITION AT ORIGIN	SHIPPER CHECK DEST.	EXCEPTIONS (IF ANY) AT DESTINATION	ITEM NO.
301		Lg Desk	Sm sc metal - w - sm			1
2		Hexagon Desk top	DBO - sc - edges sm			2
3		Yellow leather chair	CP			3
4		Leather chair	Sm sc legs - so - w - team			4
5		matt	SO - CP			5
6		Bed Rail	DBO			6
7		Bed Rail	DBO			7
8		Black Rails Bed	DBO			8
9		matt	CP			9
310		parts box	CP			0
1		Flat Box	DBO - c - c			1
2		2 white shelves	DBO			2
3		Brown leather chair				3
4		Antique Dresser	w - sc - throughout		High value	4
5		Lg Rug	So - CP			5
6		Tall metal office	Low - w -			6

REMARKS/EXCEPTIONS

I have checked all the items listed and numbered _____ to _____ inclusive and acknowledge that this is a true and complete list of the goods tendered and of the state of the goods received.

Driver [Signature] Date 2-10-21

I acknowledge that the condition of the goods at the time of the loading is as noted on this inventory and that I have received a copy of this inventory.

Owner or Authorized Agent Sign and Date: _____

ORDER FOR DELIVERY

Kindly deliver goods on this warehouse receipt to _____

on _____

In case goods are delivered to truckman other than the Company's Truck, the responsibility of the Warehouse ceases when goods are delivered to said truckman.

Goods for places where receipts are customarily refused or where no authorized person is present to sign for them, may be left at my risk.

If goods cannot be delivered in the ordinary way by the stairs or elevator, I agree to pay for any and all extra charges for hoisting or other necessary labor.

Date _____ Signed _____

DELIVERY RECEIPT

The undersigned hereby acknowledges the delivery and receipt of all property as listed and described in this warehouse receipt and/or any supplemental list attached hereto and certifies that the same has been received on the above date in good condition and order unless otherwise indicated hereon in writing.

I further certify that all property so delivered is owned by me and the said delivery to me includes all property stored by the undersigned except as otherwise indicated hereon in writing.

Date 4/8/21 Signed [Signature]

Move-In Estimate - Shows charge of \$330.- for Uncrating

PLANES MOVING & STORAGE, INC.
9825 CINCINNATI-DAYTON ROAD
WEST CHESTER, OH 45069-3825
513-759-6000
PUCO 4316-HG

Planes
Moving & Storage

Household Goods Quote

Estimate Number
U00040-8876241

Customer		Origin	Destination		
Ronicha Laroche		40 warehouse	506 Walnut Springs Dr		
40 warehouse		W CHESTER, OH 45069	OAKWOOD, OH 45419		
W CHESTER, OH 45069		(513) 377-1176	(513) 377-1176		
(513) 377-1176			ronichalaroche@gmail.com		
Prepared On	Total Weight	Pack Date	Delivery Dates		
04/02/2021	13,120 lbs.	Load Dates	Early:	Late:	Preferred:
		Early:	04/05/2021	04/05/2021	04/05/2021
		Late:			
		Preferred:			
			Miles:		

Additional Services

Description	Purpose	Charge
3rd Party Charge (Destination)	3rd party trip charge	\$79.00
Miscellaneous Charge (Destination)	Drayage 13,120# @ \$16.00 CWT	\$2,099.00
		Additional Services: \$2,178.00

Crating

Description	Point of Service	Purpose	Charge
Misc Crate (22.00 x 22.00 x 26.00)	Destination	Uncrating	\$35.00
Mirror (0.00 x 0.00 x 0.00)	Destination	Uncrating	\$75.00
Marble Table Tops (26.00 x 52.00 x 6.00)	Destination	Uncrating	\$30.00
Marble Table Tops (43.00 x 43.00 x 6.00)	Destination	Uncrating	\$35.00
Misc Crate (60.00 x 40.00 x 20.00)	Destination	Uncrating	\$155.00

Crating: \$330.00

Estimate: ~~\$2,508.00~~

diff due to long driveway \$2827.55
Estimate paid 4.2.21

Email from Debbie Curit, Planes, day of Move-In 4/8/21 stating we had not paid for 3rd party to Uncrate our belongings.

From: Debbie Curit dcurit@planescompanies.com
Subject: RE: Are we good for delivery tomorrow?
Date: April 8, 2021 at 11:28 AM
To: Ronicha Laroche ronichalaroche@gmail.com

DC

I just looked at your estimate and the uncrating was not included so you will need to pay them directly. I can get it set you for you just let me know

Thanks

This is False. Please refer to Inv# U00040-887624 pd. \$330.- for Uncrating on 4/2/21

From: Ronicha Laroche <ronichalaroche@gmail.com>
Sent: Thursday, April 8, 2021 11:20 AM
To: Debbie Curit <dcurit@planescompanies.com>
Subject: Re: Are we good for delivery tomorrow?

[EXTERNAL EMAIL]

Debbie,

AJ and his crew are here now. There is a problem with a piece that was crated by your 3rd party craters. When were you expecting them to come uncrate?

Ronicha

Sent from my iPhone

On Apr 7, 2021, at 4:54 PM, Debbie Curit <dcurit@planescompanies.com> wrote:

Good afternoon,

They will be there between 830-930 and AJ will be your driver

Thanks

From: R Laroche <ronichalaroche@gmail.com>
Sent: Wednesday, April 7, 2021 4:39 PM
To: Debbie Curit <dcurit@planescompanies.com>
Subject: Re: Are we good for delivery tomorrow?

[EXTERNAL EMAIL]

Debbie,

Any idea what time we should expect the crew tomorrow?

Ronicha

Submitted claim form for damaged items 4/26/21.

Supporting
packet #2

Damaged
Goods Claim

From: Claims claims@planescompanies.com
Subject: RE: Order #40p-717-1 claim received
Date: April 26, 2021 at 2:17 PM
To: Ronicha Laroche ronichalaroche@gmail.com

Thanks! Your completed claim form has been received and will be assigned to an adjuster shortly.

Carole Treft

Claims Administrative Assistant | **Planes Companies**
9823 Cincinnati-Dayton Rd., West Chester, OH 45069
Direct: 513-759-3683 | 800-439-0734, ext. 3683
ctreft@planescompanies.com | www.planescompanies.com



Please review our Planes Privacy Policy and other associated Policies at our [website](#).

From: Ronicha Laroche <ronichalaroche@gmail.com>
Sent: Monday, April 26, 2021 12:21 PM
To: Claims <claims@planescompanies.com>
Cc: Debbie Curit <dcurit@planescompanies.com>
Subject: Order #40p-717-1

[EXTERNAL EMAIL]

To Whom It May Concern:

Please find below the claims form for loss and damage for our items delivered on 4/8/21.

Please advise on next steps. We paid for Full Replacement Cost on 1/29/21 ahead of our scheduled move date of 2/10/21.

Thank you,
Ronicha Laroche



PRESENTATION OF CLAIM FOR LOSS AND DAMAGE

UNDER AGENTS AUTHORITY

INSTRUCTIONS TO CLAIMANT

Planes Moving & Storage
9823 Cincinnati-Dayton Road
Chalm Dept.
West Chester, OH 45069

1. Print or type full particulars to the best of your knowledge.
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.

CARRIER ORDER #
40p-717-1

CARRIER/WAREHOUSE NAME

Name	Ronnieha Lasche	New Address	506 Walnut Springs Dr, Dukeswood, OH 45419	Home Telephone	(513) 377-1176	Office Telephone
Old Address	4040 Beechwood Ave Cincinnati, OH 45229	Pick-up Date	2/10/21	Delivery Date	4/8/21	

WAS SHIPMENT IN A WAREHOUSE? NO ☒ YES IF YES, WHERE

Planes Moving & Storage 9823 Cincinnati-Dayton Rd, West Chester, OH

DO YOU HAVE A CERTIFICATE OF INSURANCE? NO

☒ YES

AMOUNT \$30,000.00

WHAT AMOUNT OF COVERAGE WAS ON THE GOODS? \$60/LB.

\$1.25/LB.

LUMP SUM \$

FULL VALUE PROTECTION

Inventory Number	Article	Description of Damages	Estimated Weight	Age Date Purchased	Original Cost	Replacement Cost Today	Est. Cost of Repairs Am't Claimed	Origin Condition's	C/S	Rep.	Article Weight .50 lb.	R/E App.	Dep.
2124987	Englishman's Oak Dining Table	Table top: leaves are twisted/warped, dings on leg		4/21/05	\$4814.25	\$8025.-	\$8025.-	100.00					
-001	Item # 600EX2T												
-282	Item # FAMEX Caravel Day Bed Green	(1) of (2) bottom rails is missing		12/1/08	\$639.-	\$639.-	\$639.-	0.00			639.-		
	Item # EX350												
NOT BOXED	Barbara Cosgrove lamp	Shade is torn		11/3/04	\$417.30	\$417.30	\$417.30	0.00			417.30		
-206	Booth Air Compressor	Plastic carrying		2008	\$280.-	\$150.-	\$150.-	150.00					
	Item # BTFF02412	Case is cracked											
-231	Louis Phillip Antique Marble Chest	Marble chest broke in half		11/27/05	\$2844.33	\$4800.-	\$4800.-	0.00			961.91		
	Restoration Furniture	Concrete corner		9/15/20	\$846.37	\$902.01	\$902.01	150.00					
	Extra concrete	concrete corner broke off											
	Prepare tank covers												
	Item # 42190152 BSHD												
	Furniture dolly	Missing		2008	\$50.-	\$50.-	\$50.-	50.00					
TOTAL					\$14,983.31	\$45000	\$2018.21	\$581.79					

\$2468.21 - 3050.-

Settlement June 1, 21
Formal settlement Aug 30, 21
Planes Counsel Dec 13, 21

**PRESENTATION OF CLAIM FOR LOSS AND DAMAGE
UNDER AGENTS AUTHORITY
INSTRUCTIONS TO CLAIMANT**

Adjusted By _____

Ronida Locke

Signature of Claimant

4/26/21

Date

INSPECTOR'S REMARKS:

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

Englishman's

Corporate Office
4874 S. Atlanta Road
Smyrna, GA 30080-7007
Phone: 404-351-4464
Fax: 404-351-1814

301 N. Main Street
High Point, NC 27260
Phone: 336-884-4156
Fax: 336-884-4166

Dining Room Table Receipt

3600 South Blvd.
Charlotte, NC 28209-2339
Phone: 704-522-0024
Fax: 704-522-0096

Atlanta Merchandise Mart
Showroom 11-D-2
240 Peachtree Street NW
Atlanta, GA 30303
Phone: 404-577-7088

SALES ORDER

Store Code: CNC

Sales Order Number: 24777

Sales Order Date: 04/21/05

Page: 1

Sold Ronicha Laroche
To: Ronicha Laroche
2 Arcadia Pl
Cincinnati, OH 45208
USA

Ship Ronicha Laroche
To: Ronicha Laroche
2 Arcadia Pl
Cincinnati, OH 45208
USA

Phone # 513-533-0760
Ship Via
Ship Date 06/20/05

Terms

Phone #
Customer ID 112377
P.O. Number ORDER
P.O. Date 04/21/05
SalesPerson Susan King

Item No.	Variant	Description	Unit	Quantity	Location	Unit Price	Total Price
BQBEX2T	OAK	Yew wood banded round quad -leg pot board base extending	Piece	1	W1	4,030.00	4,030.00

Serial No.: M467-31928

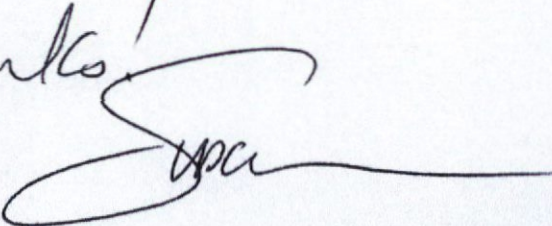
Yew wood banded round quad-leg pot board base

extending table w/2 24 in. leaves (108 in.extended

45300	Delivery by Metro Valet	Piece	1	CNC	484.00	484.00
-------	-------------------------	-------	---	-----	--------	--------

*** deposit mc#4 \$2015.00

Balance pd \$2801.25

Thanks!


Amount Subject to
Sales Tax
4,514.00

Amount Exempt
from Sales Tax
0.00

Subtotal: 4,514.00
Invoice Discount: 0.00
Sales Tax: 302.25

Total: 4,816.25

\$7500 - tax
cost today 4/26/21

English Traditions Inc.

2716 Erie Avenue
Cincinnati, OH 45208
513-321-4730
Fax 513-321-4760
www.englishtraditions.com

Bill To: Ronisha Laroche
2 Arcadia Place
Cincinnati, OH 45208

ITEM #	DESCRIPTION	ATTR	SIZE	DISC %	TYPE	QTY	PRICE	EXT PRICE	TAX
4341	Louis Phillipe Marble Chest					1	\$3,800.00	\$3,800.00	
1174	Furniture Wax					1	\$14.02	\$14.02	
1191	Shipping/Delivery Fee					1	\$50.00	\$50.00	

3 Item(s) Subtotal: \$3,864.02

30.00 % Disc: - \$1,159.21

6.50 % Tax: \$173.54

RECEIPT TOTAL: \$2,878.35

Payment: \$2,878.35

CrCard: \$2,878.35 MASTER

Signature _____

Total Savings \$ \$1,159.21

Thank you for shopping
English Traditions
Store Credit Only

Propane Tank Cover Receipt

From: RH clientservices@rh.com
Subject: RH Order Confirmation - Order #20590223
Date: September 15, 2020 at 5:21 PM
To: ronichalaroche@gmail.com

RH

RH MODERN

RH BABY & CHILD

RH TEEN

ORDER CONFIRMATION

ORDER #20590223

Dear Ronicha Laroche,

Thank you for shopping at RH. Your order for the following items has been placed.

SHIPPING

RONICHA LAROCHE
4040 Beechwood Ave
Cincinnati, OH 45229-1410
United States

BILLING

RONICHA LAROCHE
4040 Beechwood Ave
Cincinnati, OH 45229-1410
United States

RH MODERN



IXTAPA CONCRETE PROPANE TANK COVER

PRICE QTY TC

\$791.00 1 \$791.00

ITEM #
FINISH

42100152 BSND
Black Sand

delivering
10/17

AVAILABILITY

This item will be ready for delivery between 09/27/20 and 10/05/20.

DELIVERY

Unlimited Furniture Delivery »

RETURNS

This item can be returned within 30 days of delivery. Learn more about our Return Policy.

RH MODERN



87\"/>

\$1,121.00 1 \$1,121.00

ITEM #
FABRIC
COLOR

64350271 SAND
Perennials Performance Textured Linen Weave
Sand

delivering
9/24

Email sent to Denise Bradley, Planes, per her request to see pics. of the marble crate.

From: Denise Bradley dbradley@planescompanies.com
Subject: RE: Order Number: 40P-717-1
Date: April 30, 2021 at 2:53 PM
To: Ronicha Laroche ronichalaroche@gmail.com

DB

Dear Ms. Laroche:

Thank you for the information and pictures.

Also, to confirm, you uncrated this piece yourself, correct?

I have asked the repair firm to take pictures and inspect all your listed items on your claim.

Sincerely,

-
-

Denise Bradley

Claims Adjuster | **Planes Companies**

Direct: 513-759-3773 | Cell: 513-759-3773

DBradley@planescompanies.com | www.planescompanies.com

-



PLANES
COMPANIES

Please review our Planes Privacy Policy and other associated Policies at our [website](#).

From: Ronicha Laroche <ronichalaroche@gmail.com>

Sent: Friday, April 30, 2021 2:42 PM

To: Denise Bradley <dbradley@planescompanies.com>

Subject: Re: Order Number: 40P-717-1

[EXTERNAL EMAIL]

Denise,

We do not have pictures of the crate fully intact at delivery. We took pictures as soon as we realized the damage. I will attach those pictures below. Please let me know if you'd like pictures of anything else.



Crated marble top - Louis Phillipe Chest measured 22" w x 47.5" long
1.25" thick

- There was no center support to pad marble.
- If this was stored or carried flat, it likely broke under it's own weight.



close-up of pic of broken marble. Cracked in half through middle section.



Report #1



Masters Furniture Repairs

Supporting
Packet #3
Furniture
Repair
Inspections

3469-Rear Tylersville Road
Hamilton, OH 45011
937-640-3400

ry.lacy@mastersfurniturerepairs.com

Shipper: Ronicha Laroche

Order# 40P-717-1

Date: 05/10/2021

Pictures Of Damage	Inv#	Item	Loss or Damage	Cost of Repair or Suggested Cash Out
	001	Englishman's Oak Dining Table	<p>Both Leaves are warped causing table to not close properly. Cannot say that it is transit damage or not. Customer claims that things were stacked on top of the table which caused it to warp. The leaves cannot be repaired. The Chip in the table is transit damage and can be fixed. The table without the leaves will not close all the way either. Again cannot say that it transit damage.</p> <p>On the inventory sheet for the table top had W-SC and for the leaves W-F.</p>	<p>Cost to fix chip in table \$100. The warp in the leaves cannot be fixed. Cannot say 100% if this is PED or New Transit damage. We will let you refer to the inventory sheet that to determine if you should cash out.</p>



Masters Furniture
Repairs

3469-Rear Tylersville Road
Hamilton, OH 45011
937-640-3400

larry.lacy@mastersfurniturerepairs.com



				
--	--	--	--	--



Masters Furniture
Repairs

3469-Rear Tylersville Road
Hamilton, OH 45011
937-640-3400

larry.lacy@mastersfurniturerepairs.com



				
	282	FamEX Caracol Day Bed Green	Bed Rail Missing. All items are unpacked and 1 bed rail is missing.	All that is needed is a new bedrail.



**Masters Furniture
Repairs**

3469-Rear Tylersville Road
Hamilton, OH 45011
937-640-3400

larry.lacy@mastersfurniturerepairs.com



		<p>Barbara Cosgrove Lamp</p>	<p>Lamp Shade is Ripped on the inside. This is transit damage and cannot be fixed</p>	<p>Suggest Replace</p>
	<p>206</p>	<p>Bostch Air Compressor</p>	<p>Air Compressor has multiple cracks in plastic top piece. This is transit damage and cannot be fixed</p>	<p>Suggest Cash Out</p>



Masters Furniture
Repairs

3469-Rear Tylersville Road
Hamilton, OH 45011
937-640-3400

larry.lacy@mastersfurniturerepairs.com

	231	Louis Phillippe Marble Chest	The marble top is cracked on the top right corner that is PED. The Bottom right corner is broken off. The piece was crated and there is no damage to the crate. Cannot say if it was damaged in transit or not.	
		Propane Tank	There is a corner of the concrete corner that is broken off. This is transit damage.	Repair cost \$150 Small note that the customer may not accept the repair



Masters Furniture
Repairs

3469-Rear Tylersville Road
Hamilton, OH 45011
937-640-3400

larry.lacy@mastersfurniturerepairs.com





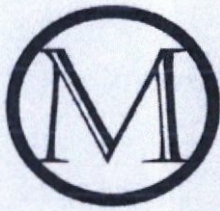
Masters Furniture
Repairs

3469-Rear Tylersville Road
Hamilton, OH 45011
937-640-3400

larry.lacy@mastersfurniturerepairs.com



--	--	--	--	--



Masters Furniture
Repairs

3469-Rear Tylersville Road
Hamilton, OH 45011
937-640-3400

larry.lacy@mastersfurniturerepairs.com

No Picture		Dolly	We did not see a dolly in the location	Customer is claiming \$50

Report #2

2nd furniture repair estimate completed 8/9/21
by Bill Ruble of Artistic Furniture, sent by
Vanliner Ins. Co.

This report has never been turned over by Planes
or Vanliner Ins. Co. even though my attorney asked
to see it. - refer to email submitted.

This report was also not submitted to the
American Arbitration Association.

During his inspection, Mr. Ruble took measurements
of the Dining Room Table for purposes of submitting
costs to Planes/Vanliner Ins. Co. to rebuild the top
leaves due to the current state being irreparable.

He also looked at the marble topped Louis Phillipe chest
and concrete propane tank cover, per our request. Those
two pieces were also considered irreparable.



1001 East Second Street Dayton, OH 45402

Phone 937-222-8737 Fax 937-222-8738

FEDERAL ID 31-1641373

"IMPOSSIBLE REPAIRS DONE EVERYDAY"

- ◆ IN HOME TOUCH UP
- ◆ COMPLETE REFINISHING
- ◆ MOVING DAMAGE
- ◆ FIRE RESTORATION
- ◆ CANING
- ◆ VENEERING

- SERVICING DAYTON SINCE 1957
- MILITARY ESTIMATES
- CLAIMS PREVENTION AND PROCEDURE COUNCIL MEMBER
- REGLUING

ESTIMATE FEE\$ 75⁰⁰ TAX 5.63

CUSTOMER Konicha Lorach

TOTAL\$ FEE IS NON-REFUNDABLE

ADDRESS 506 Walnut Springs Dr.

ADDRESS _____
ADD OHIO SALES TAX

CITY Oakwood, OH

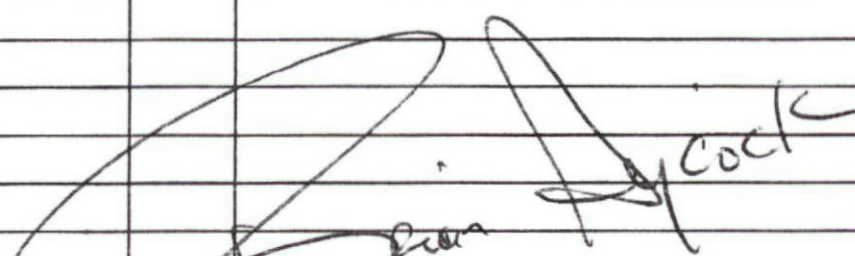
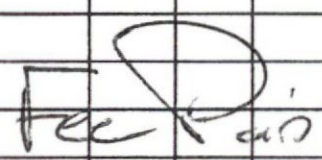
CITY _____ ESTIMATE FIRM 90 DAYS

PHONE 513-377-1174

PHONE _____ PHONE 513-277-1174

TERMS ARE CASH UPON COMPLETION

1:00-3:00

CONTRACT/REG. NUMBER		FILE/CLAIM NUMBER	VENDOR/P.O. NUMBER	VALUATION	RELEASE ATTACHED YES NO		PAGE OF	DATE 9/24/21
INVENTORY	WEIGHT	DESCRIPTION			UNIT PRICE		AMOUNT	
		Dining Table - TOP LEAVES WARPED - NOT REPAIRABLE - 3 DRAWER CABINET - VENEERED - WITH MARBLE TOP - CHECKED AND SHOWS NO SIGNS OF WARPAGE. MARBLE TOP IN CABINET - SPLIT - NOT REPAIRABLE - APPEARS TO HAVE BEEN DROPPED PREPARED TANK COVER - CONCRETE - ONE SIDE CHIPPED - ONE SIDE DISCOLORED - NOT REPAIRABLE BY US.						
								
					8063			

CODE
C.O. - CASH OUT
C.C.S. - CUSTOMER WILL ACCEPT CASH SETTLEMENT
N.R. - NOT REPAIRABLE

SUB TOTAL

TAX

TOTAL

Thank You

WE LOOK FORWARD TO SERVING YOU AGAIN.
REPAIRED ITEMS MUST BE CLAIMED IN 15 DAYS

Report #4



Invoice

1121 East Second Street
Dayton, Ohio 45403

(937) 224-1200

Bill To: Mrs. Renetta J. Roach
Name 506 Walnut Street, N.E.
Street Columbus State Oh. Zip 45419
City Telephone 513-377-1176
Date Invoiced 9/24/21

appraisal for damages
received from shipment
Steve Gatchie

Quantity	Description of Articles	Cost
1-	Dinning table - former dark oak with on-borzier 60" x 71.5" - 2 leaves 24" ea top is 60" x 60" - the table after delivery from storage will not shut It is undetermined how the damage occurred from storage. The tops should have been padded and put top to top, without any point pressure being applied. retail replacement value is \$825.00 - \$825.00	
1-	Concrete propane tank cover - part of a patio suite - after receiving from storage there are two chucks on base under the lid. replacement value is - \$402.00	
1-	Marble top - 24 x 47 x 1 1/4" black with prominent white graining. This marble has 3" front radius on the front corner with full bull nose on 3 sides. The marble was well crated but was received broken in half. It is impossible to replace with the same marble. It will have to be replaced with comparable granite. replacement price - 1,248.00	
1-	appraisal fee: a non-deductible \$100.00	

for \$5 9/29/21
ch # 966

Subtotal

Sales Tax

Total

1st settlement offer sent 36 days after claim form submitted. Based on all furniture repair estimates received, all highlighted items are irreparable.

From: Denise Bradley dbradley@planescompanies.com
Subject: Follow up to settlement
Date: June 1, 2021 at 11:25 AM
To: ronichalaroche@gmail.com

Supporting
Packet #4
Settlement
Offers

Good Morning Ms. Laroche:

Sorry that I was unable to get this to you on Friday. Please see below and let me know if you have any questions:

Oak Dining Table:

We can repair the chip on the table top, all other claimed areas (warped leaf and dings on legs) were not considered to be new transit damages, respectfully we have to deny

those. I can cash you out for the cost of the repair \$100.00 or I will set this up with the repair firm to repair the chip on the table top.

This is false. Masters Furn. Repairs could not conclude if damage was Pre-Existing or New Transit.

Day Bed Bottom rails:

Inspection states that there is a missing bedrail. This bed is listed as disassembled by owner and only 1 bedrail is listed on the inventories, respectfully we cannot take

responsibility for a missing bedrail, respectfully denied;

Barbara Cosgrove Lamp:

Item is listed on claim as "not boxed" I cannot find a listed lamp on the inventories that wasn't in a carton; Therefore, respectfully I have to deny this item;

Bostich Compressor:

\$150.00 Cash Settlement as Submitted;

Louis Philippe Marble Chest:

This item was 3rd partied at origin and then you waived the uncrating at delivery, unfortunately we have no way of determining who could have caused this damage, you

informed me that there was no damage to the crate therefore, we cannot accept liability for this item, respectfully denied;

This is false. Debbie Currit said uncrating was not included in our estimate.

Propane Tank Cover:

cost of the repair \$150.00;

We can repair this item or I can cash you out for the

Dolly:

\$50.00 Cash Settlement as Submitted

This is false. Per all furn. repair estimates, concrete can not be repaired seamlessly.

Total Cash Settlement: \$450.00. If you are interested in repairs, please let me know and I will set up the repairs. I will be providing you with the cash settlement for cost of repairs, so you will pay the repair firm direct. Please let me know if you have any questions at all.

Sincerely,

-
-

Denise Bradley

Claims Adjuster | Planes Companies

Direct: 513-759-3773 | Cell: 513-759-3773

DBradley@planescompanies.com | www.planescompanies.com



This is what Planes submitted to the AAA as the 1st settlement offer. Sent from Jodi Ference, Benesch Law, to Janelle Manuel, American Arbitration Assoc., on 2/4/22. This is not what was sent to me on 6/1/21.



June 3, 2021

Ronicha Laroche
506 Walnut Springs Drive
Oakwood OH 45419

Reason given for settlement position regarding Dining Room Table has been altered.

This document is another example of Planes unwillingness to deal with this claim in "Good-Faith".

MAILED VIAL EMAIL ONLY:

Order: 40P-717-1

Dear Ms. Laroche:

Enclosed please find our settlement summary for damages incurred while your shipment was in our care. Please consider this summary as full and final settlement of your household goods claim. Your check for \$450.00 was mailed directly to you from our Cincinnati office, today, June 3, 2021.

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

DESCRIPTION	AMOUNT	SETTLEMENT POSITION
Oak Dining Table	\$100.00	Cash Settlement in lieu of repairs for chip only, other claimed damages considered to be pre-existing or inherent vice, respectfully denied
Famex Caraco Day Bed Green	N/A	Inspection states that there is a missing bedrail. This bed is listed as disassembled by owner and only 1 bedrail is listed on the inventories, respectfully we cannot take responsibility for a missing bedrail, respectfully denied
Barbara Cosgrove Lamp	N/A	Item is listed on claim as "not boxed" I cannot find a listed lamp on the inventories that wasn't in a carton; Therefore, respectfully I have to deny this item;
Bostich Air Compressor	\$150.00	Cash Settlement as Submitted
Louis Phillipe Marble Chest	N/A	This item was 3 rd parted at origin and then you waived the uncrating at delivery, unfortunately we have no way of determining who could have caused this damage, you informed me that there was no damage to the crate therefore, we cannot accept liability for this item, respectfully denied;
Rest. Hrdwre. Ixtapa Concrete Propane Tank Cover	\$150.00	Cash Settlement in lieu of repairs
Furniture Dolly	\$50.00	Cash Settlement as Submitted



We sincerely regret that you had cause for claim and the attending inconvenience. If we can be of service at any time in the future, please do not hesitate to contact us.

Sincerely,

Denise Bradley
Claims Adjuster

C: File

2nd settlement offer sent from Vanliner Ins. Co., 8/30/21



August 30, 2021

Mr. Jim Ludwig
Minnillo Law Group Co., LPA
2712 Observatory Avenue
Cincinnati, OH 45208

RE: Our Insured: Planes Companies
Date of Loss: April 8, 2021
Claim #: 21-194147
Your client: Ronicha Laroche

Dear Mr. Ludwig:

This letter is in reference to your client, Ronicha Laroche, Claim for Damage submitted to my insured, Planes Companies ("Planes"). Planes has forwarded the claim to Vanliner Insurance Company ("Vanliner") for us to handle. Vanliner is the insurance carrier for Planes.

We have completed our review of the items on the claim and are making settlement as outlined below:

INV #	DESCRIPTION	VANLINER'S SETTLEMENT POSITION	AMOUNT
	Dining Room Table	Respectfully Denied – Based on the 1 st and the 2 nd inspection report, both experts have advised the warpage being claimed is a climatic issue due to contraction & expansion related to humidity.	
	Lamp Shade	Amount Allowed	\$417.30
	Marble Top Regarding Louis Phillipe Chest.	Amount Allowed for recreation of the same type and size of the	\$961.91

1st inspection report says "cannot say if the damage is PED or New Transit. 2nd inspection report has never been shared, not even with the AAA.

Per my research: (2) Furniture Repair estimates, Antique Black marble is no longer available.
1 This item is irreplaceable.



		marble top – The replacement can be ordered by Bill Ruble with Artistic Furniture Restoration	<i>Absolutely False.</i>
	Concrete Propane Cover	\$150 paid by Planes	<i>Please refer to All (3) Furniture repair estimates. This item is irreparable. Should have been paid Full Replacement</i>
	Air Compressor	\$150 paid by Planes	
	Day Bed	Amount Claimed	<i>Value of \$902.01</i> \$639.00
	Dolly	\$50 paid by Planes	
	TOTAL SETTLEMENT		\$2,018.21

Our settlement offer for your cargo claim is in the amount of **\$2,018.21**. If your client accepts our settlement offer, please advise and I will create a settlement release. I do need to know if the settlement check is going to be issued to your office or if the check will be made payable to the claimant directly. Upon receipt of the signed release, I will process the settlement check and it will be mailed the following business day.

Sincerely,

Michelle Kirgan

Michelle Kirgan
Senior Claims Examiner
Michelle.Kirgan@vanliner.com

/mlk

cc: Planes Companies

THIS SETTLEMENT OFFER IS GOOD FOR 30 DAYS ONLY. THE SIGNED RELEASE MUST BE RECEIVED IN OUR OFFICE BEFORE 5:00PM (Central Standard Time) 30 DAYS FROM THE DATE ON THIS SETTLEMENT LETTER.

For your protection, Ohio law requires the following to appear on this form: "Any person who, with intent to defraud or knowing that he is facilitating a fraud

3rd settlement offer sent by Clare Taft, Benesch Law, 12/13/21.

From: Jim Ludwig jdl@mlg-lpa.com
Subject: FW: Laroche v. Planes Moving and Storage
Date: December 13, 2021 at 3:40 PM
To: R Laroche ronichalaroche@gmail.com

Just passing this along. They've increased their offer by about \$1K. May be worthy of a small move downward in about the same amount....from \$15 to \$14K or so....but that's about it.

Let me know your thoughts.

From: Taft, Clare <ctaft@Beneschlaw.com>
Sent: Monday, December 13, 2021 3:29 PM
To: Jim Ludwig <jdl@mlg-lpa.com>
Subject: RE: Laroche v. Planes Moving and Storage

Jim,

We stand by our position that your client cannot recover the full value of the damaged items. However, we are willing to offer \$3,050 to settle the case today. Please let me know your client's response by 5 p.m. EST. Thank you.

Clare Taft

Clare R. Taft
Of Counsel
Litigation
Ph: [216.363.4435](tel:216.363.4435)
Cell: [216.346.2209](tel:216.346.2209)

Please refer to the Move-Out
Estimate #U00040-2267443, dated
1/29/21 where I elected for
Replacement Cost insurance up to
\$30,000.00 and paid \$82.50/month.

From: Jim Ludwig <jdl@mlg-lpa.com>
Sent: Monday, December 13, 2021 1:30 PM
To: Taft, Clare <ctaft@Beneschlaw.com>
Subject: RE: Laroche v. Planes Moving and Storage

Clare,

My response to the attached settlement was simply to file for arbitration as the settlement position (particularly as it relates to the table and marble top) was unreasonable in light of the facts and evidentiary support, some of which is attached hereto.

So, unless and until your client substantially supplements its offer and begins negotiating in good faith, we'll just proceed with the arbitration process. By way of example, your client has thus far offered nothing for the table. That's obviously a non-starter. We're not going to bid against ourselves.

The Laroche's paid for full replacement value insurance and therefore expect to receive full value for the damaged items. The primary items in question are valuable pieces but your client is treating them as if they were purchased off of Craig's List.

Look forward to hearing from you.

Jim

1st Email I sent asking for refund of \$330.- that we were charged for Uncrating.

From: R Laroche ronichalaroche@gmail.com
Subject: Refund
Date: April 13, 2021 at 7:05 AM
To: Debbie Curit dcurit@planescompanies.com

Debbie,

Please let me know who I should contact regarding the overpayment on our final bill for delivery on 4/5/21. We were charged for 3rd party uncrating which we did not use and I know the crew finished unloading faster than expected.

Thanks,

Ronicha Laroche

Supporting
Packet #5
Requests
for Refund
-Uncrating
Charge

2nd Email I sent asking for refund for Uncrating.

From: R Laroche ronichalaroche@gmail.com
Subject: Re: Laroche 40P-717-1/298968 refund
Date: March 21, 2022 at 7:48 AM
To: Patty Herth pherth@planescompanies.com

On Apr 14, 2021, at 3:20 PM, R Laroche <ronichalaroche@gmail.com> wrote:

Patty,

Please let me know if you were able to discuss our delivery charges with your Sales Manager. As we discussed yesterday, I don't know why we were charged a flat fee for delivery rather than the hourly rate we were quoted at pickup. Also, the amount credited on the attached credit invoice does not match the billed amount for crating.

Obviously, I'd like to get this cleared up in a timely fashion. Thanks in advance for your help.

Ronicha

On Apr 13, 2021, at 2:49 PM, Patty Herth <pherth@planescompanies.com> wrote:

Please see attached Invoice for delivery of goods. Your credit card will be refunded 283.00

Thank you

Patty Herth
Senior Biller, HHGD
Planes Companies / Agent for United Van Lines Unigroup Worldwide Network
9323 Cincinnati Dayton Road
West Chester, OH 45069
800-439-0734 ext 3721 / Direct 513-759-3721

<298968.pdf>

credit inv. is attached.
- NO credit for Uncrating

Credit received against Move-In Estimate #U00040-8876241

PLANES

Planes Moving & Storage, Inc. \$283.00 refund is
9823 Cincinnati Dayton Road prorated storage fees.
West Chester, OH 45069
800-543-4977

NO Credit for Unloading chg

Invoice #: 40P-717-1/298968

Order #: 40P-717-1
Invoice Date: 04/13/2021

Customer #: LAROCHERONT0001

Amount Due: (\$283.00)

Due Date: 04/28/2021

After 04/28/2021 pay: (\$283.00)

Amount Paid: \$

Ronicha Laroche - 14147
4040 Beechwood Ave
Cincinnati, OH 45229

Remit To:

PLANES MOVING AND STORAGE INC
PO BOX 636589
Cincinnati, OH 45263-6589

Please detach and return this portion with your payment. Thank you.

Invoice #: 40P-717-1/298968

Order #: 40P-717-1
Invoice Date: 04/13/2021

Customer #: LAROCHERONT0001

Planes Moving & Storage, Inc.
9823 Cincinnati Dayton Road
West Chester, OH 45069
800-543-4977

Remit To:

PLANES MOVING AND STORAGE INC
PO BOX 636589
Cincinnati, OH 45263-6589

Shipper: Laroche, Ronicha		Weight: 13120	Miles: 15
From: 40 warehouse W CHESTER, OH 45069 United States of America		To: 506 Walnut Springs Dr OAKWOOD, OH 45419 United States of America	
Load: 02/10/2021		Del: 04/08/2021	
		Tariff: LocalNonPeak	

Item #	Description	Quantity	Quantity	Rate	Gross	Discount	Amount
584	04/01-04/08 storage	0.25 Months	13,120.00 lbs	\$2.5000	\$82.00		\$82.00
7322	OH-Butler Sales Tax		82.00 /100	\$6.5000	\$5.33		\$5.33
4906	Storage Insurance \$30,000		30.00 qty	\$2.7500	\$82.50		\$82.50
50	Drayage Out		13,120.00 lbs	\$16.0000	\$2,099.20		\$2,099.20
143	Excessive Carry	2.00	13,120.00 lbs	\$1.0500	\$275.52		\$275.52

Sub Total: \$2,544.55

Pre-Payment: (\$2,827.55)

Amount Due: (\$283.00)

Due Date: 04/28/2021

After 04/28/2021 pay: (\$283.00)

3rd Email I sent asking for refund for Unclating.

From: Ronicha Laroche <ronichalaroche@gmail.com>
Subject: Re: Laroche 40P-717-1/298968 refund
Date: April 15, 2021 at 1:42 PM
To: Patty Herth <pherth@planescompanies.com>

Patty,

Can you please provide an update on this issue? I'm sorry to be a pain but this needs to be resolved in a timely manner. We are miles apart from how much I feel we should have been charged.

Thanks,
Ronicha

On Apr 14, 2021, at 3:23 PM, Patty Herth <pherth@planescompanies.com> wrote:

Hi Ronicha, I spoke to Clayton Huston, ops manager, who is supposed to be getting the times from crew for loading the trucks. That was not included on the time listed on the bill of lading. Sorry for the delay.

Thanks
Patty

-----Original Message-----

From: R Laroche <ronichalaroche@gmail.com>
Sent: Wednesday, April 14, 2021 3:20 PM
To: Patty Herth <pherth@planescompanies.com>
Subject: Re: Laroche 40P-717-1/298968 refund

[EXTERNAL EMAIL]

Patty,

Please let me know if you were able to discuss our delivery charges with your Sales Manager. As we discussed yesterday, I don't know why we were charged a flat fee for delivery rather than the hourly rate we were quoted at pickup. Also, the amount credited on the attached credit invoice does not match the billed amount for crating.

Obviously, I'd like to get this cleared up in a timely fashion. Thanks in advance for your help.

Ronicha

On Apr 13, 2021, at 2:49 PM, Patty Herth <pherth@planescompanies.com> wrote:

Please see attached invoice for delivery of goods. Your credit card will be refunded 283.00

Thank you

Patty Herth
Senior BCR, HHGD
Planes Companies / Agent for United Van Lines Unigroup Worldwide Network
9323 Cincinnati Dayton Road
West Chester, OH 45069
800-439-0734 ext 3721 / Direct 513-759-3721

<298968.pdf>

4th Email sent asking for refund of Uncreating \$330.
From Jim Ludwig, my attorney, to Michelle Kirgan, Vanliner Ins. Co.

<image001.png>

Michelle.Kirgan@Vanliner.com
www.vanliner.com
Understanding your needs. Understanding YOU.®

Classified as General

From: Jim Ludwig <jdl@mlg-lpa.com>
Sent: Wednesday, July 14, 2021 5:18 PM
To: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Subject: [External] RE: Vanliner Claim # 194147 Cargo Claim for Ronicha Laroche / Planes Companies

Please send the terms and conditions as well as any notes or reports arising out of the first inspection. We will then reconsider your request for a second opinion.

From: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Sent: Wednesday, July 14, 2021 6:12 PM
To: Jim Ludwig <jdl@mlg-lpa.com>
Subject: RE: Vanliner Claim # 194147 Cargo Claim for Ronicha Laroche / Planes Companies

Thank you for your email and additional information. I will request from my insured a copy of the storage contract and the bill of lading which shows the terms and conditions your client signed accepting. You can review these terms and conditions regarding the storage liability of my insured and what they are not liable for.

Without your client allowing a second opinion, Vanliner's only choice is to maintain the settlement position taken by my insured. I don't have any damage which would change the settlement position. This is why I was going to have that second inspection completed. I think it would be in your clients best interest to allow a second opinion of the damage to the table because the first expert said the damage claimed is not transit related damage.

I will review the balance of your information. I will be back in contact with you.

<image001.png>

MICHELLE KIRGAN
Senior Claims Representative
800-325-3619 Ext.9387
Michelle.Kirgan@Vanliner.com
www.vanliner.com
Understanding your needs. Understanding YOU.®

Classified as General

From: Jim Ludwig <jdl@mlg-lpa.com>
Sent: Wednesday, July 14, 2021 4:56 PM
To: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Subject: [External] RE: Vanliner Claim # 194147 Cargo Claim for Ronicha Laroche / Planes Companies

Michelle,

It was a pleasure speaking with you yesterday. As a follow up to our conversation, may this communication serve as additional support for the above referenced claim:

Table Top and Leaves

We're reluctant to engage in yet another inspection. Below are three photographs. The first is a pre-move picture showing the table in pristine condition with both leaves in perfect alignment with the rest of the table. The second photo highlights the now misaligned table/leaves. The third photo is the newly misaligned table without leaves.

You mentioned that the storage facility may not have been climate controlled, therefore causing the leaves or table to warp. May I remind you that Planes owns and/or maintains the facility at which the items were stored. So a determination regarding causation is of no relevance. The table and leaves were perfectly aligned prior to Planes obtaining custody and control of this item. Upon relinquishing custody and control back to my client, the table and leaves were misaligned. Therefore, Planes is responsible for the full replacement cost of these items as identified by Ms Laroche on the claim form.

<image003.jpg>
<image004.jpg>
<image005.jpg>

Shade

See photo below of torn shade. Again, it was not torn when Planes took custody of it but was returned to Ms Laroche in this condition. I know that Planes is trying to claim that it never had possession of the shade because it wasn't inventoried but that simply isn't true. The client assures me that the shade, like the other items on the claim form, was an item over which Planes had custody and control. I would suggest that the shade was duly identified on the Additional Services form sent to you yesterday. Therefore, Planes is responsible for the full replacement cost of this item as identified by Ms Laroche on the claim form.

<image006.jpg>

Restoration Hardware

See photo below of the damaged item. Client paid for full replacement coverage and therefore is not receptive to a repair which would likely result in an inferior looking and therefore less valuable product. We must reiterate our demand for full replacement cost as identified by Ms Laroche on the claim form.

<image007.jpg>

Marble Chest

See pics below. To answer your question, this is the 26x52x6 marble table top identified on the crating invoice. There seems to be a bit of confusion regarding the uncrating. As you can see from the crating invoice, we were indeed charged for the crating/uncrating. However, this was never performed because we were misinformed by Planes that uncrating was not included. See email below. We did not 'waive the uncrating' as Ms Bradley suggested in her position letter. As the uncrating was never performed by Planes, may this serve as a demand for a refund of the \$330 charge.

In any event, Ms Laroche discovered the damage as she and her husband were uncrating this item and then immediately stopped uncrating. Again, the item in question was undamaged when Planes obtained custody and control of it but was returned to the client in damaged condition. Therefore, Planes is responsible for the full replacement cost of this item as identified by Ms Laroche on the claim form.

<image008.jpg>

<image009.jpg>

<image010.png>

We look forward to receiving a revised offer in the very near future.

Jim Ludwig
Partner
Minnillo Law Group Co., LPA
2712 Observatory Avenue
Cincinnati, Ohio 45208
513-723-1600
513-723-1620 (fax)
jd@mlg-lpa.com
www.MinnilloLawGroup.com
[Download my Contact Information](#)

<image002.jpg>

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From: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Sent: Thursday, July 8, 2021 12:04 PM
To: Jim Ludwig <jd@mlg-lpa.com>
Subject: RE: Vanliner Claim # 194147 Cargo Claim for Ronicha Laroche / Planes Companies

Perfect. I will call you on Tuesday afternoon. Have a Great Rest of your week.

<image001.png>

MICHELLE KIRGAN
Senior Claims Representative
800-325-3619 Ext.9387
Michelle.Kirgan@Vanliner.com
www.vanliner.com
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Classified as General

From: Jim Ludwig <jd@mlg-lpa.com>
Sent: Thursday, July 8, 2021 11:03 AM
To: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Subject: [External] RE: Vanliner Claim # 194147 Cargo Claim for Ronicha Laroche / Planes Companies

Sounds good.

From: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Sent: Thursday, July 8, 2021 12:02 PM

1st & 2nd request to see furniture repair report from Masters Furn. Repairs

Supporting
Packet #6
Requests
for Furniture
Repair
Inspection
Reports

From: Jim Ludwig jdl@mlg-lpa.com
Subject: FW: Vanliner Claim # 194147 Cargo Claim for Ronicha Laroche / Planes Companies
Date: July 21, 2021 at 3:11 PM
To: Ronicha Laroche ronichalaroche@gmail.com

Fyi....no response yet

From: Jim Ludwig
Sent: Monday, July 19, 2021 12:21 PM
To: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Subject: RE: Vanliner Claim # 194147 Cargo Claim for Ronicha Laroche / Planes Companies

Michelle,

We received a call from another repairman.

As discussed, please send the notes or reports arising from the first inspection as well as any terms and conditions you believe are applicable to the storage facility.

Once reviewed, we will then reconsider your request for a second opinion.

Thanks.

Jim Ludwig
Partner
Minnillo Law Group Co., LPA
2712 Observatory Avenue
Cincinnati, Ohio 45208
513-723-1600
513-723-1620 (fax)
jdl@mlg-lpa.com
www.MinnilloLawGroup.com
[Download my Contact Information](#)



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From: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Sent: Wednesday, July 14, 2021 6:26 PM
To: Jim Ludwig <jdl@mlg-lpa.com>
Subject: RE: Vanliner Claim # 194147 Cargo Claim for Ronicha Laroche / Planes Companies

OK. I will send a copy over as soon as I receive it from my insured.



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Classified as General

From: Jim Ludwig <jdl@mlg-lpa.com>
Sent: Wednesday, July 14, 2021 5:18 PM
To: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Subject: [External] RE: Vanliner Claim # 194147 Cargo Claim for Ronicha Laroche / Planes Companies

Please send the terms and conditions as well as any notes or reports arising out of the first inspection. We will then reconsider your request for a second opinion.

From: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>

3rd request to see furniture inspection report from Masters Furn. Repair
1st request to see 2nd repair estimate from Bill Ruble of Artistic Furniture

Sorry to hear about that Michelle. Talk to you soon.

From: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Sent: Monday, August 16, 2021 6:45 PM
To: Jim Ludwig <jd@mlg-lpa.com>
Subject: RE: Vanliner Claim # 194147 Cargo Claim for Ronicha Laroche / Planes Companies

I was out of the office last week due to a sudden death in my family. I am working on catching up. I will respond to your email by the end of this week

<image001.png>

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michelle.kirgan@vanliner.com
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Classified as General

From: Jim Ludwig <jd@mlg-lpa.com>
Sent: Friday, August 13, 2021 10:58 AM
To: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Subject: [External] FW: Vanliner Claim # 194147 Cargo Claim for Ronicha Laroche / Planes Companies

Michelle,

It's my understanding that Mr. Ruble should have submitted his report by now. Please share his findings at your earliest opportunity.

We look forward to receiving a revised offer (or any offer at all as the first 'offer' was from the insured) from you by close of business Monday.

Jim

Jim Ludwig
Partner
Minnillo Law Group Co., LPA
2712 Observatory Avenue
Cincinnati, Ohio 45208
513-723-1600
513-723-1620 (fax)
jd@mlg-lpa.com
www.MinnilloLawGroup.com
[Download my Contact Information](#)

<image002.jpg>

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Thank you.

From: Jim Ludwig
Sent: Wednesday, August 4, 2021 11:59 AM
To: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Subject: RE: Vanliner Claim # 194147 Cargo Claim for Ronicha Laroche / Planes Companies

See below your response to my request for the T&C's AS WELL AS ANY NOTES OR REPORTS ARISING OUT OF THE FIRST INSPECTION.

From: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Sent: Wednesday, July 14, 2021 6:26 PM
To: Jim Ludwig <jd@mlg-lpa.com>
Subject: RE: Vanliner Claim # 194147 Cargo Claim for Ronicha Laroche / Planes Companies

OK. I will send a copy over as soon as I receive it from my insured.

MICHELLE KIRGAN
Senior Claims Representative
800-325-3619 Ext.9387

Email from Michelle Kirgan, Vanliner Ins. Co. stating that Masters Furniture Repairs reported the Dining Room table damage is not transit related damage.

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Supporting
Packet #7

Additional
Supporting
Documents

Classified as General

From: Jim Ludwig <jl@mlg-tpa.com>
Sent: Wednesday, July 14, 2021 5:18 PM
To: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Subject: [External] RE: Vanliner Claim # 194147 Cargo Claim for Ronicha Laroche / Planes Companies

Please send the terms and conditions as well as any notes or reports arising out of the first inspection. We will then reconsider your request for a second opinion.

From: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Sent: Wednesday, July 14, 2021 6:12 PM
To: Jim Ludwig <jl@mlg-tpa.com>
Subject: RE: Vanliner Claim # 194147 Cargo Claim for Ronicha Laroche / Planes Companies

Thank you for your email and additional information. I will request from my insured a copy of the storage contract and the bill of lading which shows the terms and conditions your client signed accepting. You can review these terms and conditions regarding the storage liability of my insured and what they are not liable for.

Without your client allowing a second opinion, Vanliner's only choice is to maintain the settlement position taken by my insured. I don't have any damage which would change the settlement position. This is why I was going to have that second inspection completed. I think it would be in your clients best interest to allow a second opinion of the damage to the table because the first expert said the damage claimed is not transit related damage.

I will review the balance of your information. I will be back in contact with you.

This is false
Please refer to attached
inspection report & photo
of table taken 14 days
prior to move.

<image001.png>

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Classified as General

From: Jim Ludwig <jl@mlg-tpa.com>
Sent: Wednesday, July 14, 2021 4:56 PM
To: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Subject: [External] RE: Vanliner Claim # 194147 Cargo Claim for Ronicha Laroche / Planes Companies

Michelle,

It was a pleasure speaking with you yesterday. As a follow up to our conversation, may this communication serve as additional support for the above referenced claim:

Table Top and Leaves

We're reluctant to engage in yet another inspection. Below are three photographs. The first is a pre-move picture showing the table in pristine condition with both leaves in perfect alignment with the rest of the table. The second photo highlights the now misaligned table/leaves. The third photo is the newly misaligned table without leaves.

You mentioned that the storage facility may not have been climate controlled, therefore causing the leaves or table to warp. May I remind you that Planes owns and/or maintains the facility at which the items were stored. So a determination regarding causation is of no relevance. The table and leaves were perfectly aligned prior to Planes obtaining custody and control of this item. Upon relinquishing custody and control back to my client, the table and leaves were misaligned. Therefore, Planes is responsible for the full replacement cost of these items as identified by Ms Laroche on the claim form.

<image003.jpg>
<image004.jpg>
<image005.jpg>

Shade

See photo below of torn shade. Again, it was not torn when Planes took custody of it but was returned to Ms Laroche in this condition. I know that Planes is trying to claim that it never had possession of the shade because it wasn't inventoried but that simply isn't true. The client assures me that the shade, like the other items on the claim form, was an item over which Planes had custody and control. I would suggest that the shade was duly identified on the Additional Services form sent to you yesterday. Therefore, Planes is responsible for the full replacement cost of this item as identified by Ms Laroche on the claim form.

<image006.jpg>



Masters Furniture
Repairs


3469-Rear Tylersville Road
Hamilton, OH 45011
937-640-3400

larry.lacy@mastersfurniturerepairs.com

Shipper: Ronicha Laroche

Order# 40P-717-1

Date: 05/10/2021

Pictures Of Damage	Inv#	Item	Loss or Damage	Cost of Repair or Suggested Cash Out
	001	Englishman's Oak Dining Table	Both Leaves are warped causing table to not close properly. Cannot say that it is transit damage or not. Customer claims that things were stacked on top of the table which caused it to warp. The leaves cannot be repaired. The Chip in the table is transit damage and can be fixed. The table without the leaves will not close all the way either. Again cannot say that it transit damage. On the inventory sheet for the table top had W-SC and for the leaves W-F.	Cost to fix chip in table \$100. The warp in the leaves cannot be fixed. Cannot say 100% if this is PED or New Transit damage. We will let you refer to the inventory sheet that to determine if you should cash out. PED = Pre-Existing Damage Photo of table taken 14 days prior to move proves table top was not warped.

Also please reference Planes Condition at Origin remarks for table. No mention of a table that is warped or will not close.



January 28, 2021

3:15 PM

All Photos

Photo of Englishman's Oak Dining Table
taken 13 days prior to move.



Edit





Brian



Team

Michelle just backed out on Jacobs
bed so they're not coming. Will let
the other lady know

K

 17 Photos Saved

Jan 28, 2021, 4:31 PM



iMessage



Email from Michelle Kirgan, Vanliner Ins. Co. - States warehouse is not Climate Controlled.

From: Jim Ludwig <jdl@mlg-lpa.com>
Subject: FW: Vanliner Claim # 194147 Cargo Claim for Ronicha Laroche / Planes Companies
Date: August 27, 2021 at 1:00 PM
To: Ronicha Laroche ronichalaroche@gmail.com

Fyi.....

Haven't received anything yet. Leaving for the day. I'll check in with you on Monday.

From: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Sent: Thursday, August 26, 2021 10:24 AM
To: Jim Ludwig <jdl@mlg-lpa.com>
Subject: RE: Vanliner Claim # 194147 Cargo Claim for Ronicha Laroche / Planes Companies

I wanted to give you a quick update. I was able to finish typing the settlement letter this morning and emailed over to my insured for their review and to ask any questions. I might be able to email the settlement offer over to you today but if not today definitely tomorrow.

There is no other insurance company that covers my insured for storage. The insured is not liable for damage which they have no control over. If they would drop an item or caused packing damage, those are damages which there is coverage and we would make a settlement over. Regarding damages caused by temperature and/or humidity, my insured does not have any control over these therefore Vanliner would not accept liability for damages caused by either. The table was put into a warehouse where it gets cold during the winter and warm during the summer. The insured warehouse is not a climate control warehouse. Any damage caused by temps and/or humidity would be denied because my insured did not cause nor have any control of.



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From: Jim Ludwig <jdl@mlg-lpa.com>
Sent: Tuesday, August 24, 2021 10:26 AM
To: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Subject: [External] RE: Vanliner Claim # 194147 Cargo Claim for Ronicha Laroche / Planes Companies

Why not? Is there a separate insurer which handles storage related damage? At the end of the day, all that matters is that the table was damaged when it was in Planes' custody and control.

From: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Sent: Tuesday, August 24, 2021 10:35 AM
To: Jim Ludwig <jdl@mlg-lpa.com>
Subject: RE: Vanliner Claim # 194147 Cargo Claim for Ronicha Laroche / Planes Companies

I am handling the claim on behalf of my insured. If the inspection report does not confirm the damage claimed is "Transit Related Damage" then I can't make a settlement offer on those items.



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Classified as General

From: Jim Ludwig <jdl@mlg-lpa.com>
Sent: Tuesday, August 24, 2021 9:31 AM
To: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Subject: [External] RE: Vanliner Claim # 194147 Cargo Claim for Ronicha Laroche / Planes Companies

It's incredible to me that your client won't offer a reasonable amount for the table or the marble. How do you explain that?

From: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Sent: Tuesday, August 24, 2021 10:26 AM
To: Jim Ludwig <jdl@mlg-lpa.com>
Subject: RE: Vanliner Claim # 194147 Cargo Claim for Ronicha Laroche / Planes Companies

Then they should be a member. I will also confirm to double check.

Email from Michelle Kirgan, Vanliner Ins. Co. regarding text message from Susan Geyer, Planes, to myself regarding the storage facilities being Climate Controlled.

From: Jim Ludwig jdl@mlg-lpa.com
Subject: RE: Screenshot 2021-08-30 at 12.59.25 PM
Date: September 7, 2021 at 4:33 PM
To: Ronicha Laroche ronichalaroche@gmail.com

Me too Ronicha.

Do you have preceding text asking about their climate controlled facility?

From: Ronicha Laroche <ronichalaroche@gmail.com>
Sent: Tuesday, September 7, 2021 3:57 PM
To: Jim Ludwig <jdl@mlg-lpa.com>
Subject: Re: Screenshot 2021-08-30 at 12.59.25 PM

Jim,

I've read and reread that email and can't make sense of what she is saying. To clarify, the text sent to me by their sales employee showing a picture of a climate controlled storage facility, was in reference to my asking about their storage facilities being climate controlled.

Furthermore, the original invoice does not state a Delivery Date because we had no idea when/where we were moving. Hence, they were to store our belongings indefinitely until we notified them.

Ronicha

Sent from my iPhone

On Sep 7, 2021, at 3:15 PM, Jim Ludwig <jdl@mlg-lpa.com> wrote:

fyi

From: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Sent: Tuesday, September 7, 2021 3:13 PM
To: Jim Ludwig <jdl@mlg-lpa.com>
Subject: RE: Screenshot 2021-08-30 at 12.59.25 PM

I need to talk to my insured about this screenshot. He will then need to speak with him upper management. He said your client was asking for a picture of their warehouse and that is what he sent the text for but didn't look at what the working on the brochure had. I have a call scheduled to speak with him on Thursday. I am out of the office tomorrow having some test ran so Thursday is the soonest I could talk to him.

Once I speak with him and he talks to his upper management, I will then advise how we are going to proceed.

<image001.png>

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michelle.Kirgan@Vanliner.com
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From: Jim Ludwig <jdl@mlg-lpa.com>
Sent: Tuesday, September 7, 2021 1:29 PM
To: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Subject: [External] RE: Screenshot 2021-08-30 at 12.59.25 PM

Following up...

From: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Sent: Tuesday, August 31, 2021 3:17 PM
To: Jim Ludwig <jdl@mlg-lpa.com>
Subject: RE: Screenshot 2021-08-30 at 12.59.25 PM

Thank you for sending this. I have never seen this before and will definitely discuss with my insured. I will be back in contact with you shortly.

<image001.png>

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This is false
Susan Geyer
sent this text as
proof that the storage
facilities were Climate
Controlled. Text was
sent 3 days prior to
signing the move-out
Estimate U00040-2267443

Email from Michelle Kirgan, Vanliner Ins. Co. regarding text message from Susan Geyer, Planes to myself. Text was sent 3 days prior to signing move-out Estimate U00040-2267443. Text was sent as proof that storage facilities were in fact Climate Controlled.

From: Ronicha LaRoche ronichalaroche@gmail.com
Subject: Re: Vanliner Claim # 194147 Ronicha LaRoche - Screenshot 2021-08-30 at 12.59.25 PM
Date: September 9, 2021 at 7:48 PM
To: Jim Ludwig jdl@mlg-lpa.com

What do we do? I don't care if they hire a lawyer. I just want this to move forward. Do we once again demand arbitration or do I take them to court? I've given them enough time

Sent from my iPhone

On Sep 9, 2021, at 7:59 PM, Jim Ludwig <jdl@mlg-lpa.com> wrote:

These people are ridiculous

Sent from my iPhone

Begin forwarded message:

From: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Date: Tuesday, August 31, 2021 3:17 PM EDT
To: Jim Ludwig <jdl@mlg-lpa.com>
Subject: Vanliner Claim # 194147 Ronicha LaRoche - Screenshot 2021-08-30 at 12.59.25 PM

Mr. Ludwig,

I wanted to give you a quick update. I did speak with my insured and they said the texted copy sent your client was from an 2016 program/picture. The intent of sending the text was to only show the pictures of the warehouse and not to outline any conditions of the warehouse. We do acknowledge on the side of the text it does mention climate controlled. This text was sent to your client prior to her move. We do acknowledge that nowhere on the moving paperwork does it say this is a climate controlled warehouse. In fact, it does specifically exclude climatic damages, etc. These are terms and conditions are on the paperwork your client signed at the time of her move.

This statement is False.

Vanliner is going to reach out to an experience transportation attorney to get his opinion on the text, vs the paperwork vs the claim. After I speak with the attorney, I will be back in contact with you to advise what our position is on your clients claim.

Thank you again for your patience during this process.

<image001.png>

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From: Jim Ludwig <jdl@mlg-lpa.com>
Sent: Tuesday, September 7, 2021 1:29 PM
To: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Subject: [External] RE: Screenshot 2021-08-30 at 12.59.25 PM

Following up...

From: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Sent: Tuesday, August 31, 2021 3:17 PM
To: Jim Ludwig <jdl@mlg-lpa.com>
Subject: RE: Screenshot 2021-08-30 at 12.59.25 PM

Thank you for sending this. I have never seen this before and will definitely discuss with my insured. I will be back in contact with you shortly.

<image001.png>

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Classified as General

From: Jim Ludwig <jdl@mlg-lpa.com>
Sent: Monday, August 30, 2021 3:58 PM
To: Michelle L. Kirgan <Michelle.Kirgan@vanliner.com>
Subject: [External] FW: Screenshot 2021-08-30 at 12.59.25 PM

Email from Jodi Ference, Benesch Law stating response to the Demand for Arbitration filed by myself / Jim Ludwig, Minnillio Law Group, on 10/8/21

From: Jim Ludwig jdl@mlg-lpa.com
Subject: RE: Ronicha Laroche v. Planes Moving & Storage/ Case No.: 01-21-0016-8501
Date: February 10, 2022 at 12:12 PM
To: Ronicha Laroche ronichalaroche@gmail.com

I suspect the AAA will appoint an arbitrator and leave the issue to him/her to decide.

From: Ronicha Laroche <ronichalaroche@gmail.com>
Sent: Thursday, February 10, 2022 12:11 PM
To: Jim Ludwig <jdl@mlg-lpa.com>
Subject: Re: Ronicha Laroche v. Planes Moving & Storage/ Case No.: 01-21-0016-8501

Thank you for providing their response below. I see they are requesting an arbitration by document submission only. I know I had asked that you ask for an in person on my behalf. What happens from here?

Ronicha

Sent from my iPhone

On Feb 10, 2022, at 9:30 AM, Jim Ludwig <jdl@mlg-lpa.com> wrote:

Fyi....Planes finally answered. Nothing earth shattering from what I can see. Interesting to finally see the Inspection Report. Will let you know when we hear from AAA.

In case you're wondering, this is not something we respond or reply to at this time.

From: Ference, Jodi <JFerence@beneschlaw.com> On Behalf Of Taft, Clare
Sent: Wednesday, February 9, 2022 1:57 PM
To: JanelleManuel@adr.org
Cc: Taft, Clare <ctaft@Beneschlaw.com>; Jim Ludwig <jdl@mlg-lpa.com>; michelle.kirgan@vanliner.com
Subject: Ronicha Laroche v. Planes Moving & Storage/ Case No.: 01-21-0016-8501

February 8, 2022

VIA EMAIL

Janelle A. Manuel

JanelleManuel@adr.org

Case Administrator

American Arbitration Association

45 E River Park Place West, Suite 308

Fresno, California 93720

Re: Ronicha Laroche v. Planes Moving & Storage

Case No.: 01-21-0016-8501

Dear Ms. Manuel:

The following represents Planes Moving & Storage's response to the Demand for Arbitration made by Ronicha Laroche ("Claimant"). Please be advised that this firm represents Planes Moving & Storage in this matter.

Planes Moving & Storage denies, generally, the claims set forth in the Claimant's Demand for Arbitration. Claimant is not entitled to the recovery sought against Planes Moving & Storage, including the attorneys fees, interest, arbitration costs and punitive and exemplary damages alleged by Claimant.

Planes Moving & Storage hereby responds to the allegations and claims made in Item 2 of Claimant's Demand for Arbitration:

Planes Moving & Storage ("Planes") admits that Claimant hired Planes to load, transport, warehouse and unload Claimant's household goods. Planes denies that it did so negligently, or that Planes cause damage to Claimant's household goods. *When Planes took possession of these items on 2/10/21, the condition ranged from new to "High Value." At delivery on 4/5/21 the condition was irreparable.*

Planes denies that there was any representation that Planes' storage facilities were "climate controlled." Planes denies that there was any agreement or contract between Planes and Claimant for "climate controlled" storage of Claimant's household goods. Planes states that the evidence in this Arbitration will show that there was no contract, agreement or representation for "climate controlled" storage. *Please refer to Planes' website stating "temperature controlled" facilities and text message from Susan Geyer stating "Climate Controlled."*

Planes admits that Claimant submitted timely a claim for alleged damage to household goods. Planes denies that it failed to negotiate with Claimant in good faith. *To wit,* Planes and its insurer engaged with Claimant over several months in attempts to resolve Claimant's claim. Planes offered a settlement payment to Claimant, in writing, on June 3, 2021. *See attached documents. 1st settlement offer sent 36 days after claim filed.* Planes' insurer engaged with counsel for Claimant throughout July 2021 to negotiate a resolution, and on August 30, 2021, Planes' insurer made a settlement offer to Claimant's counsel. *See attached documents.* Claimant's household goods were inspected twice by third parties. *See attached documents.* The inspections do not show the \$15,493.94 in damages claimed by Claimant.

All items on claim form are either missing or irreparable. Please refer to the (3) furniture repair estimates regarding damage. Orig amount on claim form is \$14,983.31 based on cost to replace same item with exception to the Louis Philippe chest which is an antique. → pg 3

The \$4800.- claimed for the Louis Phillipe chest is a similar item. The remaining costs are \$330.- which was paid by myself to Planes for Uncrating, which they did not do. The other \$180.63 are fees paid to See attached documents. obtain furniture repair quotes because Planes would not turn over the (2) quotes they had received.

Simply put, Claimant does not have a legal or evidentiary basis to recover the amounts in the Demand. Planes performed a service for Claimant-- to pack, transport, warehouse and move Claimant's household goods. Claimant's household goods were packed, stored and moved. Planes did not agree to store Claimant's household goods in a "climate controlled" warehouse.

The following enclosures further evidence the failure of Claimant's Demand against Planes:

1. June 3, 2021 letter of settlement offer from Planes;
2. August 30, 2021 letter of settlement offer from Planes' insurer ;
3. Three invoices related to the transportation, packing and storage of Claimant's household goods;
4. Planes Household Goods Quote;
5. Warehouse Receipt for storage of Claimant's household goods; and
6. Inspection Report from Masters Furniture Repair.

In conclusion, Planes Moving & Storage hereby denies the claims set forth in Claimant's demand for arbitration. Planes further requests arbitration of this matter through document submission, as provided in the AAA Consumer Arbitration Rules.

Sincerely,

BENESCH,
FRIEDLAND
ER, COPLAN
& ARONOFF
LLP

Clare R. Taft
Clare R. Taft

CRT/jvf
Enc.

cc: Jim Ludwig (jdl@mlg-lpa.com)
Michelle Kirgan (michelle.kirgan@vanliner.com)

Jodi Ference
Legal Executive Assistant/Paralegal
Litigation, Transportation & Logistics