

**APPENDIX A**  
**CPSD SUMMARY OF CUSTOMERS OWED**  
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**1. Kellie Denney - \$1,372**

Kellie Denney had an estimate of \$375. (See Ex.1, Att.3, p.2.) The final bill was \$1,647. (See id. at 1, 3.) Upon review of Respondent's records there was no Change Order form or any other documentation to justify the increase in the final bill. The difference between the two amounts, the overcharge, is \$1,272.

Furthermore, Kellie Denney did not receive a "Not to Exceed" price or the "Important Information Booklet" thus she is due another \$100. (See id. at 1-3.)

**2. Deborah Simpson - \$399.50**

Deborah Simpson had an estimate of \$330. (See Ex.1, Att.3, p.6.) The final bill was \$629.50. (See id. at 5.) Upon review of Respondent's records there was no Change Order form or any other documentation to justify the increase in the final bill. The difference between the estimate and the final bill is \$299.50.

Furthermore, Deborah Simpson did not receive an "Important Information Booklet" and the "Not to Exceed" price is written as the final price. (See id. at 5.) As such she is due another \$100.

**3. Feye Nabhani - \$717**

Feye Nabhani was given an estimate of \$880. (See Ex.1, Att.3, p.20.) The final bill was \$1,497. (See id at 19.) There is no Change Order to justify this and as such Sabhani is due an overcharge amount of \$617, plus another \$100 for not receiving the "Important Information Booklet." (See id.)

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**4. Punita Sinha - \$697.75**

Punita Sinha was given an estimate of \$425. (See Ex.1, Att.3, p.35.) The final bill was \$1,022.75. (See id. at 34.) There was no Change Order to explain this difference and as such the overcharge is \$597.75.

Furthermore, Punita Sinha was not given a “Not to Exceed” price or the “Important Information Booklet.” (See id. at 34.)

**5. Mario Talamo – \$2,633**

Mario Talamo was given an estimate of \$300. (See Ex.1, Att.3, p.40.) The final bill was \$2,933 (a \$1,038 bill and a \$1,745 bill, which seems to include the \$1,200 bill). (See id. at 37-39.) The difference between the two amounts is \$2,633, and there is no Change Order to explain or justify this change.

**6. Carol Dudly- \$673.75**

Carol Dudly received an estimate of \$255. (See Ex.1, Att.3, p.51.) The final bill was \$828.75. (See id. at 50.) The overcharge amount is \$573.75. There is no Change Order to explain this difference.

Also, Carol Dudly did not receive the “Important Information Booklet” nor was she given a “Not to Exceed” price. (See id. at 50.)

**7. Ho Shin - \$82**

Ho Shin’s job had an estimated price of \$210. (See Ex.1, Att.3, p.67.) The final bill was \$292. (See id. at 66.) The overcharge amount is \$82, with no Change Order adjustment on the bill to explain the difference. (See id.) Also, Ho Shin did not get a “Not to Exceed” price on his final bill. (See id.)

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**8. Pavan Gupta - \$30**

Pavan Gupta got an estimate of \$270. (See Ex.1, Att.3, p.72.) The final bill was \$300, for an overcharge of \$30 with no Change Order to explain the difference. (See id. at 70.)

**9. Tom Masterson - \$290**

Tom Masterson's job had an estimate of \$315. (See Ex.1, Att.3, p.82.) The final bill was \$605. (See id. at 80.) Again there is no Change Order to explain the overcharge of \$290. (See id.) Furthermore, there is no "Not to Exceed" price given. (See id.)

**10. Brook Baird - \$94**

The estimate for Brook Baird's job is \$270. (See Ex.1, Att.3, p.87.) The final bill is for \$364. (See id. at 86, 88.) The difference is \$94 with no Change Order to justify the overcharge.

**11. Andree Thomas - \$97.75**

Andree Thomas had an estimate of \$345. (See Ex.1, Att.3, p.94.) The final bill was \$442.75. (See id. at 93, 95, 97.) There is no Change Order to explain or justify the overcharge of \$97.75 and as such Andree Thomas is due a refund of the overcharge. There was also no "Not to Exceed" price. (See id. at 93.)

**12. Laurie Chow - \$652**

Laurie Chow received an estimate of \$270. (See Ex.1, Att.3, p.101.) The final bill was 630. (See id. at 100.) However, Ms. Chow paid a total of \$652. (See id. at 103, 104.) This illegal move happened in 2004 and thus under PU Code §5133(b), Ms. Chow is due a refund of the full amount of the move.

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**13. Stephanie Spiller - \$475**

Stephanie Spiller received an estimate of \$300. (See Ex.1, Att.3, p.107.) Respondent never produced a final bill to CPSD during its investigation. However, we do know that Ms. Spiller paid at least \$475 for the move. (See id. at 108, 110.) This move was in 2004 and thus she is due a refund for the full amount of the illegal move.

Furthermore, there is no final bill to show that Ms. Spiller received a “Not to Exceed” price or initialed the bill to indicate she received an “Important Information Booklet.”

**14. Savana Holsome - \$255**

Savana Holsome paid \$255 for a move. (See Ex.1, Att.5, p.1.) This illegal move happened in 2004 and as such Savana Holsome is due a full refund of \$255. (See PU Code §5133(b).)

**15. Jeff DeMello - \$405**

Jeff DeMello had an illegal move performed in 2004 for \$405. (See Ex.1, Att.5, p.5.) Under PU Code §5133(b), Mr. DeMello is due reimbursement of \$405.

**16. Jason Wiggins - \$450**

Jason Wiggins had an illegal move performed in 2004 for \$450. (See Ex.1, Att.5, p.12.) Under PU Code §5133(b), Mr. Wiggins is due reimbursement of \$450.

**17. Cliff Brunk - \$685**

Cliff Brunk had an illegal move performed by Respondent in 2004 for \$685. (See Ex.1, Att.5, p.15.) Again, under PU Code §5133(b), Cliff Brunk is due full reimbursement of \$685.

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**18. Christina Nunez - \$1,035**

Ms. Nunez had an illegal move performed in 2004 for \$1,035. (See Ex.1, Att.5, p.22.) Under PU Code §5133(b), Ms. Nunez is due reimbursement of \$1,035.

**19. Kelly Scurekengsot - \$412**

Kelly Scurekengsot had an illegal move performed in 2004 for \$412. (See Ex.1, Att.5, p.29.) Under PU Code §5133(b), Ms. Scurehensgot is due reimbursement of \$412.

**20. Carly Levine - \$980**

Carly Levine had an illegal move performed in 2004 for \$880, plus \$100 deposit. (See Ex.1, Att.5, pp.36-39.) Under PU Code §5133(b), Ms. Levine is due reimbursement of \$980.

**21. Jennifer Wendell - \$1,090**

Jennifer Wendell had an illegal move performed in 2004 for \$1,090, which included a \$150 deposit. (See Ex.1, Att.5, pp.43-45.) Under PU Code §5133(b), Ms. Wendell is due reimbursement of \$1,090.

**22. Michael Correa - \$672**

Michel Correa had an illegal move performed in 2004 for \$672. (See Ex.1, Att.5, p.50.) Under PU Code §5133(b), Mr. Correa is due reimbursement of \$672.

**23. Stephanie Moore - \$3,215**

Stephanie Moore had an illegal move performed in 2004 for \$3215 (total packing plus total hourly payment). (See Ex.1, Att.5, p.54.) Under PU Code §5133(b), Ms. Moore is due reimbursement of \$3,215.

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**24. Diane Pettigrew - \$380**

Diane Pettigrew had an illegal move performed in 2004 for \$380. (See Ex.1, Att.5, p.61.) Under PU Code §5133(b), Mr. Wiggins is due \$380.

**25. Kuri Barnett - \$696**

Kuri Barnett got an estimate for \$210. (See Ex.1, Att.6, p.4.) The final bill is \$756, plus a deposit of \$150. (See *id.* at 2-4, 6.) The Change Order is invalid because a Change Order must not be used to provide safe harbor for “bait and switch” predatory business tactics. A Change Order must include certain information required by MAX 4 Tariff, Items 120, 128, 132 (for example: the origin, destination, date, description of additional transportation services requested by the shipper). The document in this case was not signed by either the carrier or the shipper, thus the Change Order does not include the information required by Item 120 of MAX 4. The difference between the final amount, \$906, and the estimate, \$210, is \$696, which is the amount Kuri Barnett is due in reimbursement.

Furthermore, Mr. Barnett’s bill does not include the mandatory “Not to Exceed” price. (See *id.* at 1-2.)

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**26. John Britton - \$2,184.50**

Mr. Britton got an estimate for \$315. (See Ex.1, Att.6, p.12.) Respondent charged \$165 on one bill. (See id. at 10, 17) Respondent also charged an additional \$2,334.50. (See id. at 11, 15.) The combined charges minus the estimate equal \$2,184.50. The Change Order on this move is not valid. As discussed above a Change Order must not be used to provide safe harbor for “bait and switch” predatory business tactics. This Change Order does not include MAX 4 tariff required information. In no way is Loading and Unload a truck a matter for a Change Order, it is beyond question that the time for such basic aspects of a moving job are to be included in the original estimate. (See Ex.1, Att.6, p.11.)

Furthermore, Mr. Britton’s bill does not have a “Not to Exceed” price listed on it. (See id. at 10.)

**27. Michael Panosias - \$350**

Michael Panosias received an estimate of \$210. (See Ex.1, Att.6, p.32.) The final bill was \$560. (See id. at 31-37.) As above, the Change Order was not valid. The difference between the final amount and the estimate is \$350, which is the amount that Mr. Panosias is due in reimbursement.

Mr. Panosias did not receive a “Not to Exceed” price. (See id. at 30.)

**28. Walter Sweet - \$1,050**

Walter Sweet got an estimate of \$300. (See Ex.1, Att.6, p.41.) The final bill was \$1,350. (See id. at 38, 48.) The overcharge is \$1,050.

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**29. Crystal Dowd - \$650.50**

Crystal Down received an estimate of \$255. (See Ex.1, Att.6, p.64.) The final bill was \$255 plus a Change Order of \$650.50 for a total of \$905.50. (See id. at 62-63.) The Change Order is not valid for the same reasons as the Change Orders discussed above. The difference between the final bill and the estimate is an overcharge of \$650.50.

Crystal Down did not receive a “Not to Exceed” price, either. (See id. at 62.)

**30. Mincin Gomez - \$483**

Mincin Gomez got an estimate of \$225. (See Ex.1, Att.6, p.72.) The final bill was \$255 plus a Change Order of \$483, for a total of \$738. (See id. at 70-71, 74-75.) Again the Change Order is not a valid change order but just a means to jack-up the price after low-balling the estimate. As such, the overcharge is \$483.

Mincin Gomez also did not receive a “Not to Exceed.” (See id. at 70.)

**31. Jennie Bedwell - \$466.50**

Jennie Bedwell’s job had an estimate of \$225. (See Ex.1, Att.6, p.106.) The final bill was \$279 plus an invalid Change Order of \$412.50 for a total of \$691.50. (See id. at 104-105.) As such the overcharge that must be reimbursed is \$466.50. Furthermore, Ms. Bedwell did not receive a “Not to Exceed” price. (See id. at 104.)

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**32. Tyrone Park - \$466.00**

Tyrone Park had an estimate of \$240. (See Ex.1, Att.6, p.115.) The final bill was \$240 plus an invalid Change Order of \$466. (See id. at 113-114.) Mr. Park is due a reimbursement of \$466.

Furthermore, Mr. Park did not receive a “Not to Exceed” price. (See id. at 113.)

**33. Susie Potts - \$140**

The estimate for the Susie Potts job was \$240. (See Ex.1,Att.6, p.121.) The final bill was \$380. (See id. at 120, 126.) There is no Change Order to explain this difference of \$140, and thus Ms. Potts is due a reimbursement of \$140.

**34. Elliot Katt - \$822.50**

Elliot Katt’s got an estimate of \$210. (See Ex.1, Att.6, p.129.) The final bill was \$210 plus an illegal Change Order of \$822.50. (See id. at 127-128.) This Change Order is invalid for the same reasons as the Change Order cited above. This particular Change Order consists solely of fees to load, unload, and drive the moving van. (See id. at 128.) Again such charges are not valid Change Orders items. Mr. Katt is due a reimbursement of \$822.50 for the illegal overcharge indicated on the would-be Change Order.

Furthermore, the final bill states that \$210 is the “Not to Exceed” price. (See id. at 127.)

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**35. Lorette Wolgat - \$757**

Lorette Wolgat got an estimate of \$210. (See Ex.1, Att.6, p.147.) The final bill was \$210, plus an invalid Change Order of \$757, for a total of \$967. (See id. at 145-146.) Again Respondent illegally uses a Change Order to “bait and switch” the final price. Lorette Wolgat is due a reimbursement of \$757.

Furthermore, Ms. Wolgat did not get a “Not to Exceed” price. (See id. at 145.)

**36. Kaaron Conwright - \$65**

Kaaron Conwright got an estimate of \$195. (See Ex.1, Att.6, p.158.) The final bill was for \$260. (See id. at 157.) There is no Change Order to justify the difference, so Conwright is due the difference of \$65. Furthermore, Ms. Conwright did not receive a “Not to Exceed” price. (See id. at 157.)

**37. Jason Alzman - \$2,700**

Jason Alzman had his goods re-delivered to him in 2004, for a price of \$2,700. (See Ex.1, Att.6, p.165.) Given that Respondent was operating without a permit, under PU Code §5133(b) Mr. Alzman is due a reimbursement of the full cost of the move - \$2,700.

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**38. Andrea Greenup - \$118**

Andrea Greenup had an estimate of \$210. (See Ex.1, Att.6, p.178.) The final bill was \$210 plus an illegal Change Order for \$178, \$60 of which is a carry over of the balance due on the original bill. (See id. at 176-177,180-181.) Again Respondent misuses a Change Order for costs that should be included in the estimate (materials and packing labor). Ms. Greenup is due the amount of the total move, \$328, minus the estimated price, \$210, which is \$118.

Furthermore, Ms. Greenup did not receive a "Not to Exceed" price. (See id. at 176.)

**39. David Bordonara - \$240**

David Bordonara got an estimate for \$240. (See Ex.1, Att.6, p.192.) The final bill was \$240 plus an illegal Change Order of \$240 for labor costs. (See id. at 190-191.) As such, Mr. Bordonara is due the overcharge amount of \$240. Furthermore, Mr. Bordonara never received a "Not to Exceed" price amount. (See id. at 190.)

**40. Carolyn Cox - \$300**

Ms. Cox got an estimate of \$285. (See Ex.1, Att.6, p.218.) The final bill was \$285 plus an illegal Change Order of \$435, \$135 of which was a balance carry over from the bill. (See id. at 216-217.) The difference between the illegally padded final bill and the estimate is \$300, and this is what Ms. Cox is due in reimbursement. Also, Ms. Cox did not receive a "Not to Exceed" price on her bill. (See id. at 216.)

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**41. Frank Unpingco - \$47.50**

Frank Unpingco got an estimate of \$285. (See Ex.1, Att.6, p.223.) The final bill was \$332.50. (See id. at 222.) There is no Change Order to explain and justify the difference, as such Mr. Unpingco is due the overcharge of \$47.50.

**42. Jillian Glass - \$535**

Ms. Glass had an illegal move performed in 2004 for \$535. (See Ex.1, Att.6, pp.238-239.) Under PU Code §5133(b), Ms. Glass is due reimbursement of \$535. Furthermore, Ms. Glass did not receive a "Not to Exceed" price. (See id. at 238.)

**43. Jazlenn Singh - \$551**

Jazlenn Singh had an illegal move performed in 2004 for \$551. (See Ex.1, Att.6, pp. 245-246, 252.) Under PU Code §5133(b), Jazlenn Singh is due reimbursement of \$551. Furthermore, a "Not to Exceed" price was not given. (See id. at 245.)

**44. Sako Hamparsomian - \$1,162**

Sako Hamparsomian had an illegal move performed in 2004 for \$1,162. (See Ex.1, Att.6, pp. 257, 258.) Under PU Code §5133(b), Hamparsomian is due reimbursement of \$1,165.

**45. Collin Campbell - \$1,064**

Collin Campbell had an illegal move performed in 2004 for \$1,064. (See Ex.1, Att.6, pp. 266-267,269,274.) Under PU Code §5133(b), Mr. Campbell is due reimbursement of \$1,064. Furthermore, Mr. Campbell did not receive a "Not to Exceed" price. (See id. at 266.)

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**46. Randi Kenny - \$493.50**

Randi Kenny had an illegal move performed in 2004 for \$493.50. (See Ex.1, Att.6, pp. 277-278.) Under PU Code §5133(b), Mr. Kenny is due reimbursement of \$493.50. Furthermore, Mr. Kenny did not receive a “Not to Exceed” price. (See id. at 238.)

**47. Cathy Bielskis - \$270**

Ms. Bielskis had an illegal move performed in 2004 for \$270. (See Ex.1, Att.6, p.286.) Under PU Code §5133(b), Ms. Bielski is due reimbursement of \$270. Furthermore, Ms. Bielskis did not receive a “Not to Exceed” price. (See id. at 286.)

**48. Shawn Healey - \$1,975**

Shawn Healey had an illegal move performed in 2004 for \$1,975. (See Ex.1, Att.6, pp. 294-295, 297, 299.) Under PU Code §5133(b), Shawn Healey is due reimbursement of \$1,975. Furthermore, Shawn Healey did not receive a “Not to Exceed” price. (See id. at 294.)

**49. Mark Sason - \$564**

Mr. Sason had an illegal move performed in 2004 for \$564. (See Ex.1, Att.6, pp.303-304.) Under PU Code §5133(b), Mr. Sason is due reimbursement of \$564. Furthermore, Mr. Sason did not receive a “Not to Exceed” price. (See id. at 303.)

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**50. Steve McDonough - \$928**

Steve McDonough had an illegal move performed in 2004 for \$928. (See Ex.2., pp.311-312,.)<sup>1</sup> Under PU Code §5133(b), Mr. McDonough is due reimbursement of \$928. Furthermore, Mr. McDonough did not receive a “Not to Exceed” price or the “Important Information Booklet.” (See id. at 311.)

**51. Peter McCarthy - \$1,229**

Mr. McCarthy had an illegal move performed in 2004 for \$1,229. (See Ex.2, pp.318-319, 322, 325.) Under PU Code §5133(b), Mr. McCarthy is due reimbursement of \$1,229. Furthermore, Mr. McCarthy did not receive a “Not to Exceed” price. (See id. at 318.)

**52. Xocia Armstrong - \$350**

Xocia Armstrong had an illegal move performed in 2004 for \$250. (See Ex.2, p.327.) Under PU Code §5133(b), Xocia Armstrong is due reimbursement of \$250. Furthermore, Armstrong did not receive a “Not to Exceed” price or the “Important Information Booklet.” (See id. at 327.)

**53. Pheron Derrick - \$778**

Pheron Derrick had an illegal move performed in 2004 for \$778. (See Ex.2, pp.331-332.) Under PU Code §5133(b), Mr. Derrick is due reimbursement of \$778.

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<sup>1</sup> Exhibit 2 begins with a continuation of Ex.1, Att.6, starting from Sub-section 36 and continuing the pagination of Exhibit 1.)

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**54. Diane Taylor - \$409**

Ms. Taylor had an illegal move performed in 2004 for \$409. (See Ex.2, p.344.) Under PU Code §5133(b), Ms. Taylor is due reimbursement of \$409. Furthermore, Ms. Taylor did not receive a “Not to Exceed” price. (See id. at 344-345.)

**55. Natasha Smiller - \$730**

Ms. Smiller had an illegal move performed in 2004 for \$1,290. (See Ex.2, pp.356-357.) However, Respondent has already reimbursed Ms. Smiller for \$560. (See id. at 364, 369-370.) The remaining illegally collected amount, under PU Code §5133(b), is \$730. Furthermore, Ms. Smiller did not receive a “Not to Exceed” price. (See id. at 356.)

**56. Erik J. Wilk MD - \$837.50**

Dr. Wilk received an estimate of \$500. (See Ex.2, Att.8, pp.37, 39, 41, 47.) The final bill appears to be \$1260.50, for an overcharge of \$760.50. (See id. at 44.) However, Dr. Wilk claims an overcharge of \$737.50. (See id. at 38, 39, 42.) There is no Change Order to justify this overcharge and Dr. Wilk is due a reimbursement of \$737.50

Dr. Wilk is also due \$100 for Respondent’s failure to provide the “Important Information Booklet” as is required. (See id. at 37, 44, 46, 51.)

Furthermore, Respondent held Dr. Wilk’s goods hostage. (See id. at 38-39, 42.) When Dr. Wilk called Respondent to seek restitution, the response was he had to pay because he is a “wealthy doctor.” (See id. at 40, 42.)

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**57. Dana Levan - \$1,508.35**

Dana Levan got a negotiated estimate of \$756. (See Ex.2, Att.8, p.76.)<sup>2</sup> The final bill was \$2,164.35, or \$1,408.35 above the estimate. (See id. at 74-75, 77, 79.) There is no Change Order to justify the large growth in the bill.

Dana Levan also did not receive the “Important Information Booklet” or a “Not to Exceed” price, and thus is due another \$100 reimbursement. (See id. at 74.) Respondent claims it may have been “misplaced” is not convincing. (See id. at 85.)

Moreover, this is another move where Respondent held personal goods hostage until a ransom was paid. (See Ex. 2, Att.8, pp.77-78.)

**58. Robin J. Peterson - \$950**

Robin Peterson received an estimate of \$920. (See Ex. 2, Att.8, pp.100, 107.) The final bill was \$1,770. (See id. at 100-104, 106, 108 .) There is no Change Order to justify this price increase. As such Robin Peterson is due a reimbursement of \$850 for the overcharge.

Robin Peterson is also due \$100 for Respondent’s failure to provide the “Important Information Booklet.” (See id. at 98, 103, 108.) A “Not to Exceed” price was never given either. (See Ex.2, Att.8, p.103, 108, 109.)

Moreover, Respondent again held personal items hostage until the illegal overcharges were paid. (See id. at 99, 102.)

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<sup>2</sup> She requested a written estimate but never received one. (See Ex.2, Att.8, p. 74, 77.)

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**59. Steve Bloom - \$1,310**

Steve Bloom got an estimate of no more than \$600. (See Ex.2, Att.8, p.113.) The final bill was for \$1,810, when one includes the \$100 deposit. (See id. at 115.) There is no Change Order to justify this overcharge of \$1,210, thus Mr. Bloom is due it in reimbursement.

Furthermore, Mr. Bloom is due \$100 for failing to be provided the “Important Information Booklet.” (See id. at 113; but see id. at 115.) Mr. Bloom was also not given a “Not to Exceed” price. (See id. at 115.)

Moreover, Respondent again held items hostage. (See id. at 114, 121.) Respondent also had the customer sign blank documents, which they would then fill out cost numbers one. (See id. at 124.)

**60. Debbie Greenwood - \$1,232.45**

Debbie Greenwood received an estimate of \$1,097.25. (See Ex.2, Att.8, pp.133-134, 140; see also Ex.4, Att.3, p.1.) The final bill was at first \$4,600. (See Ex.2, Att.8, p.134, 142; see also, Ex.4, Att.3, p.2.) The bill was then stated as \$2,500. (See Ex.2, Att.8, pp.133-134; see also Ex.4, Att.3, p.2.) Finally, Respondent decided to charge Ms. Greenwood \$2,057; however, they wrote up the credit slip as \$2,567.70 and refused to unload the moving van until the credit card authorization was signed. (See Ex.2, Att.8, p.133, 135; see also Ex.4, Att.3, p.3.)<sup>3</sup> There is no Change Order that justified this overcharge of \$1,470.45.

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<sup>3</sup>The final bill, presented to CPSD in its investigation, is illegible. (See Ex.2, Att.8, p.138, 142; see also Greenwood/CPSD 2 RT 172.)

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Furthermore, Ms. Greenwood did not receive the “Important Information Booklet” or a “Not to Exceed” price. (See Ex.2, Att.8, p.132; see also Ex.4, Att.3, pp.1-2.) For this Ms. Greenwood is due an additional \$100.

Again Respondent held personal goods hostage for more money. (See Ex.2, Att.8, p.133, 135; see also, Ex.4, Att.3, p.3.)

Also, Ms. Greenwood has won a Small Court Claims against Respondent for \$1,132.45. (See Ex.5, Att.7.) As of the date of evidentiary hearings in this proceeding, Respond has not paid the judgment against him. (Greenwood/CPSD 2 RT 177.) The amount awarded Ms. Greenwood covered her overcharge, and that is what CPSD is seeking in reimbursement. (See *id.* at 176.)

**61. Cynthia Bartz - \$752**

Cynthia Bartz received a verbal estimate but was charged \$652 in overcharges for unnecessary packaging materials, more driving time, and a stop at the customer’s mini storage. (See Ex.2, Att.8, pp.149, 152, 155-157.)

Furthermore, Ms. Bartz did not receive an “Important Information Booklet” because movers took it back after handing it to her. (See *id.* at 151, 154; but see *id.* at 161.) As such she is due another \$100. Nor did she receive a “Not to Exceed” price. (See *id.* at 151, 154.)

In this move the movers refused to leave the customer’s home until she paid them the illegal overcharges. (See *id.* at 152.)

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**62. Sylvia Valencia - \$2,850 .20**

Ms. Valencia received an estimate of \$1,800.90. (See Ex.2, Att.8, p.171; Ex.4, Att.4, p.1.) The final bill was at least \$2,750.20 over the estimate. (See id.; see also Valencia/CPSD 2 RT 149-150 (“the final cost was \$4,551.10”).) The estimate was for 783 cubic feet, the bill was for 2,300 cubic feet even though the place being moved into is only 850 cubic feet. (See Ex.2, Att.8, p.170; but see Valencia/CPSD 2 RT 164.)<sup>4</sup> There is no Change Order to explain or justify these overcharges. Plus, Ms. Valencia requested Respondent not use so much packaging materials while they were packing her goods yet they still handed her a bill for the extraneous materials after they returned her items. (See Valencia/CPSD 2 RT 154, 162.) Respondents also refused to grant Ms. Valencia the insurance coverage she wished to purchase. (See id. at 159-160.)

Furthermore, Ms. Valencia never received an “Important Information Booklet” and is thus due another \$100. (See Ex.2, Att.8, p.176.) Ms. Valencia also did not receive a “Not to Exceed” price. (See id. at 172-173.) Lastly, it should be noted that Ms. Valencia’s item came back from storage at Respondent’s warehouse covered in rat droppings. (See Valencia/CPSD 2 RT 163.)

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<sup>4</sup> Ms. Valencia requested an in person written estimate but Respondent would not do it. (Valencia/CPSD 2 RT 150.)

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**63. Virginia Robinson - \$908**

Ms. Robinson received an estimate of \$1,080. (See Ex.2, Att.8, p.180.) The final bill was \$1,888. (See id. at 190; Ex.2, Att.10(g), p.2; Robinson/CPSD RT 41.) There is no Change Order to justify this overcharge and as such Ms. Robinson is due \$808 in reimbursement. In fact the overcharge was collected while the services rendered were of lesser amount than those in the estimate. (See Robinson/CPSD RT 43-44 (“I was quoted a rate of \$120 an hour for four men. And it started with four men. And a third of the way into the move there were only three people. ... and then the move was not complete because they left things out on the street and refused to do it unless I paid them more money.”).)

Ms. Robinson also did not receive the “Important Information Booklet” as is required. (See Ex.2, Att.8, pp.180,190; Ex.2, Att.10(g), p.1.) As such Ms. Robinson is due an additional \$100.

It should also be noted that Ms. Robinson’s contract was filled in, including the hourly rate, only after the move was complete, but prior to taking the goods off the truck, plus they refused to take anything but cash to cover the illegal overcharge. (Robinson/CPSD 2 RT 46.)

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**64. Clive Roberts - \$3,546.47**

Dr. Roberts received an estimate of \$3,620.25. (See Ex.2, Att.8, pp.198, 203.) The final bill was hundreds of dollars over that amount, not including the hundreds of dollars of out-of-pocket expenses Roberts had in purchasing packaging materials that should have been part of the estimate. (See *id.* at 199; Ex.2, Att 10(c), pp.1-2.) Dr. Roberts won a Small Claim Court judgment against Respondent for \$3,446.47 to cover overcharges and other malfeasance. (See Ex.5, Att. 6.) As of December 6, 2004, Respondent has failed to pay this judgment, CPSD request that the Commission order Respondent to pay this judgment as part of Respondent's fitness to run a household goods moving company and as partial restitution to Dr. Roberts.

Furthermore, Dr. Roberts is due an additional \$100 for Respondent's failure to provide him the "Important Information Booklet." (See Ex.2, Att.8, p.198; Ex.2, Att.10(c), p.1.)

**65. Trish Ferguson - \$106**

Trish Ferguson received an estimate of \$210.<sup>5</sup> (See Ex.1, Att.3, p.47.) The final bill was \$681. (See *id.* at 46.) However, Ms. Ferguson was ultimately charged \$831. (See Ex.2, Att.8, p.226.) Again there is no Change Order to justify this difference. Ms. Ferguson does state in a Commission questionnaire that she was ultimately given an estimate of \$825 but was charged \$831. (See *id.*) Assuming the higher estimate, that is an overcharge of six dollars.

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<sup>5</sup> Respondent's records show an estimate of \$210 for the move, Ms. Ferguson's declaration states she was quoted \$110 per hour for four men for about 5-6 hours. (See Ex. 2, Att. 10(d).)

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However, Ms. Ferguson was also not provided a “Not to Exceed” price. (See Ex.1, Att.3, p.46.) While the final bill is marked by the customer has having received an “Important Information Booklet,” Ms. Ferguson states she did not actually get that document. (See id, and Ex.2, Att.8, p.225; Ex.2, Att 10(d), p.1.) Failure to provide the booklet makes Respondent liable for \$100 to Ms. Ferguson.

Also, when Ms. Ferguson sought a claim form to report the damage to some of her goods, Respondent would not send her one and did not return her calls. (See Ex.2, Att.8, p.226.)

Worst of all, when Ms. Ferguson tried to pay the movers with a check they refused to unload her stuff from the truck unless she paid cash. (See Ex.2, Att.8, p.229; Ex.2, Att.10(d), p.2.) When she called the supervisor to protest her items being held hostage she was told, “”Bitch, if you want your things then you must pay in cash.” (See id.) This “supervisor” refused to give his name to Ms. Ferguson even though she asked multiple times. (Ferguson/CPSD RT 30)

**66. Irina Leinova - \$745**

Irina Leinova had an illegal move performed in 2004 for \$645. (See Ex.2, Att.8, p.233, 236; Ex.2, Att.10(a), pp.1-2.) Under PU Code §5133(b) Ms. Leinova is due the full reimbursement of the moving costs.

Furthermore, Ms. Leinova did not get a “Not to Exceed” price or the “Important Information Booklet.” (See Ex.2, Att.8, pp.233, 236; Ex.2, Att.10(a), p.2.) As such she is due another \$100.

Worst of all, Ms. Leinova, like so many other, had here goods held hostage until she paid the illegal overcharges. (See Ex.2, Att.8, p.234; Ex.2, Att.10(a), p.2.) Even then Ms. Leinova and her husband ended up doing most of the

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unloading themselves. (See Ex.2, Att.10(a), p.1.) Also, much of there goods were damaged and Ms. Leinova could not file a claim with 60 days because Respondent would not return her phone calls and attempts to get the proper claim forms. (See Ex.2, Att.8, p.234.)

**67. Raymond/Debbie Clark - \$1,925.50**

Raymond Clark had an estimate of \$1,474.50. (See Ex.1, Att.3, p.27.) The final bill was \$4,099, which was then reduced to \$3,300. (See id. at 24-25, 30-33; see also Ex.2, Att.15(a), p.2.) The difference is \$1,825.50. There is no Change Order to justify this illegal overcharge and as such the Clarks are due the reimbursement of \$1,825.50.

Furthermore, Respondent failed to provide the required "Important Information Booklet." (See Ex.2, Att.15(a), p.2.) As such, they are due another \$100 reimbursement.

Again Respondent held personal goods hostage until the unjustifiable overcharges were paid. (See Ex.2, Att.15(a), pp.2, 7.) **Respondent even refused to unload Ms. Clark's invalid husband's bed so he could rest and get his medication.** (See id. at 6-7.)

Also the job sheet indicates the intrastate move costs was calculated on a total cubic foot price of \$2.25 per cubic foot, and MAX 4 Tariff does not use cubic feet as a means of pricing intrastate shipments. (See Ex.1, Att.3, p.27.)

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**68. Jason McCourt - \$900.50**

Jason McCourt received an estimate of \$210. (See Ex.2, Att.15(b), p.7.) The final bill was \$1,110.50. (See id. at 5, 8-9.) There is no Change Order to justify this overcharge and thus Mr. McCourt is due a refund of \$900.50. McCourt also states he was “tricked” in paying more can he never initialized the charges. (See Ex.1, Att.15(b), p.3.)

**69. Mark Wilkins - \$862.50**

The Wilkins received an estimate of \$540. (See Ex.2, Att.15(c), p.8.) The final bill was \$1,402.50. (See id. at 5-7, 14.) There is no valid Change Order to justify these illegal overcharge and the Wilkins are due reimbursement of \$862.50. The Change Order is mostly made up of labor charges that should have been included in the original estimate.

**70. Michael Robinson - \$127.50**

Michael Robinson received an estimate of \$255. (See Ex.2, Att.15(d), p.7; see also Ex.5, Att.4, p.1.) The final bill was \$382.50. (See Ex.2,Att.15(d), pp.5-6.) The overcharge of \$127.50 is listed on a Change Order as covering driving and unloading time. (See id. at 6.) These types of charge are to be included in the original estimate and are not to be included in a Change Order so Respondents could “bait and switch” the price in order to get the job on a deliberate underestimate. As such Michael Robinson is due reimbursement of \$127.50.

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**71. Lawanda Anderson - \$440**

Lawanda Anderson estimate was for \$255. (See Ex.2, Att.15(f), p.7.) The final bill was \$595. (See id. at 5.) Again there is no Change Order to justify the \$340 in overcharges. Also Ms. Anderson's questionnaire indicates she did not receive the "Important Information Booklet" even though the final bill does show she received it. (See id. at 2 & 5.) The questionnaire and the final bill indicate she did not receive a "Not to Exceed" price, too. (See id.)

**72. Judith Ponsor - \$770**

Ms. Ponsor got an estimate of \$240. (See Ex.2, Att.15(g), p.7.) The final bill was \$1,010. (See id. at 5-6.) There is not a valid Change Order item to justify the difference, for everything on the Change Order is standard costs that should have been included in the estimate. (See id. at 6.) As such, Ms. Ponsor is due a reimbursement of \$770.

**73. Maria Richardson - \$1,443**

Maria Richardson got a two-part move job with Respondent. The first part, moving furniture from her old house to Respondent's storage, was estimated at \$210<sup>6</sup> but the final bill was \$823. (See Ex.4, Att.5, pp.1, 3-4.) There was no Change Order to justify this illegal overcharge, and as such Ms. Richardson is due a reimbursement of \$613.

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<sup>6</sup> Ms. Richardson received the written estimate the day of the move. (See Richardson/CPSD 2 RT 120.)

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The second part of the move happened in 2004, and since Respondent was operating without a license Ms. Richardson is due the full amount of that portion of the move. (PU Code §5133(b).) That portion of the mover was \$730. (See Ex.4, Att.5, pp.1, 5.)

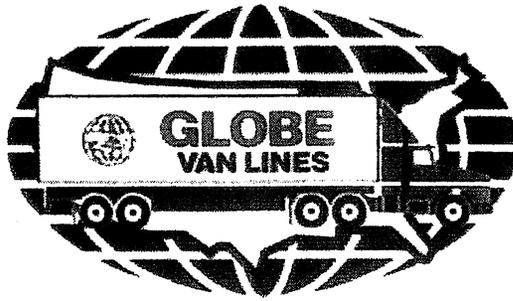
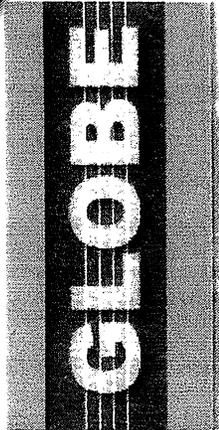
Furthermore, Ms. Richardson is due another \$100 because she never received the “Important Information Booklet.” (See Richardson/CPSD 2 RT 142.) And while the bill has her initials as if she received it she explained on the witness stand that she signed it because, “they put the paper and they put X, X., X; sign here” ... “like I said, I’m supposed to trust my mover like I trust my doctor.” (See id. at 142-143.)

Again, Respondent made the customer pay the overcharges while he was in possession of their goods. (See id. at 122.) Plus some of the illegal overcharges were for materials that the customer herself provided. (See id. at 122.) Ms. Richardson is a person who was fighting cancer during her move. (See id. at 147.) Respondent’s abuse of her was all the more egregious given her medical condition.

**(END OF APPENDIX A)**

## **APPENDIX B**

# **PHOTOS OF STORAGE FACILITY**



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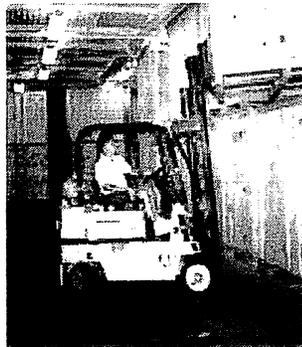
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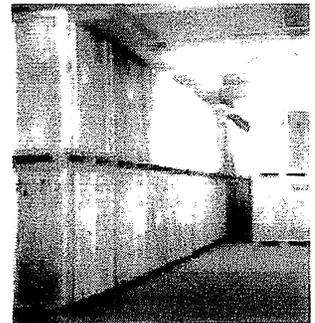


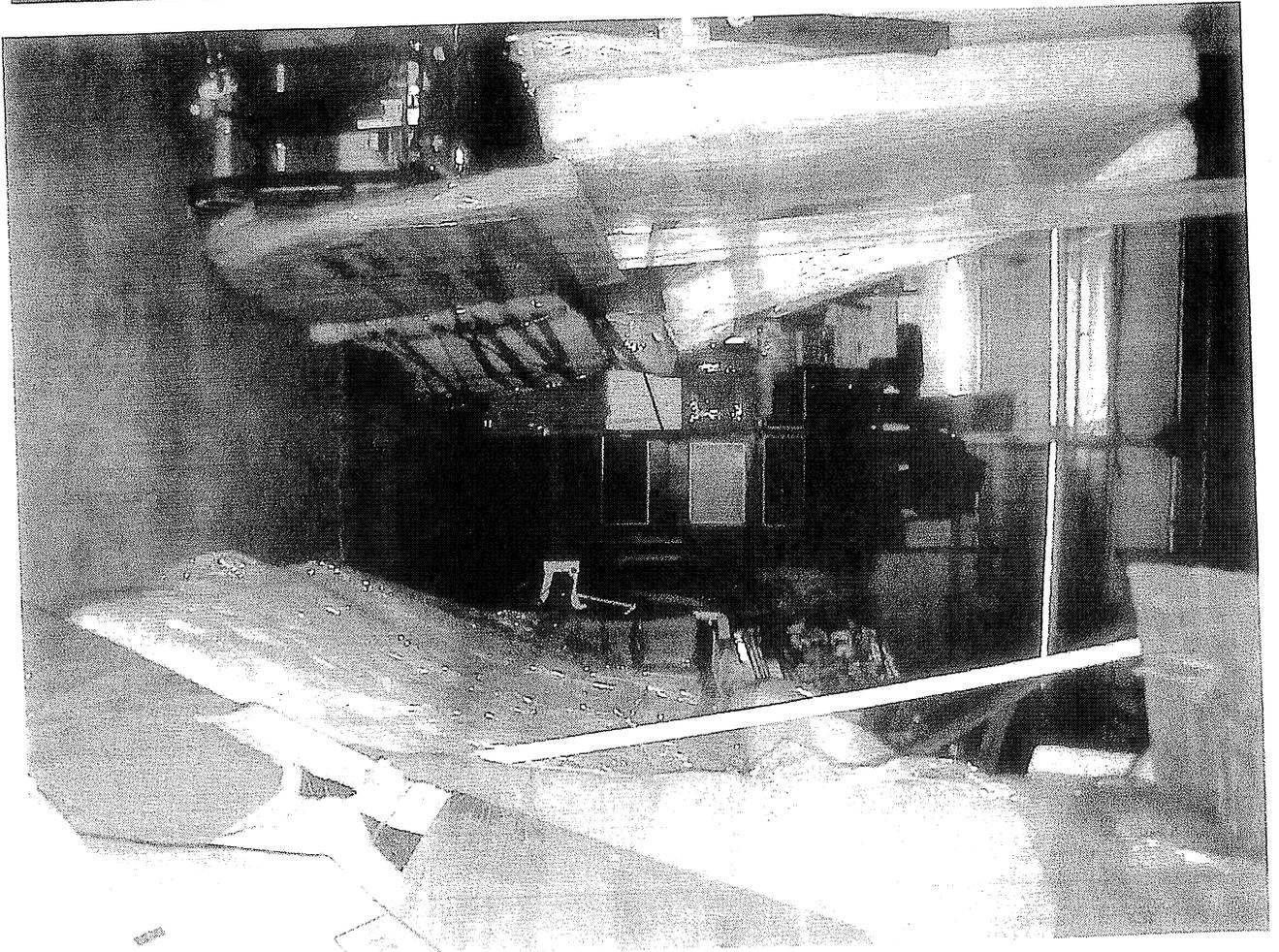
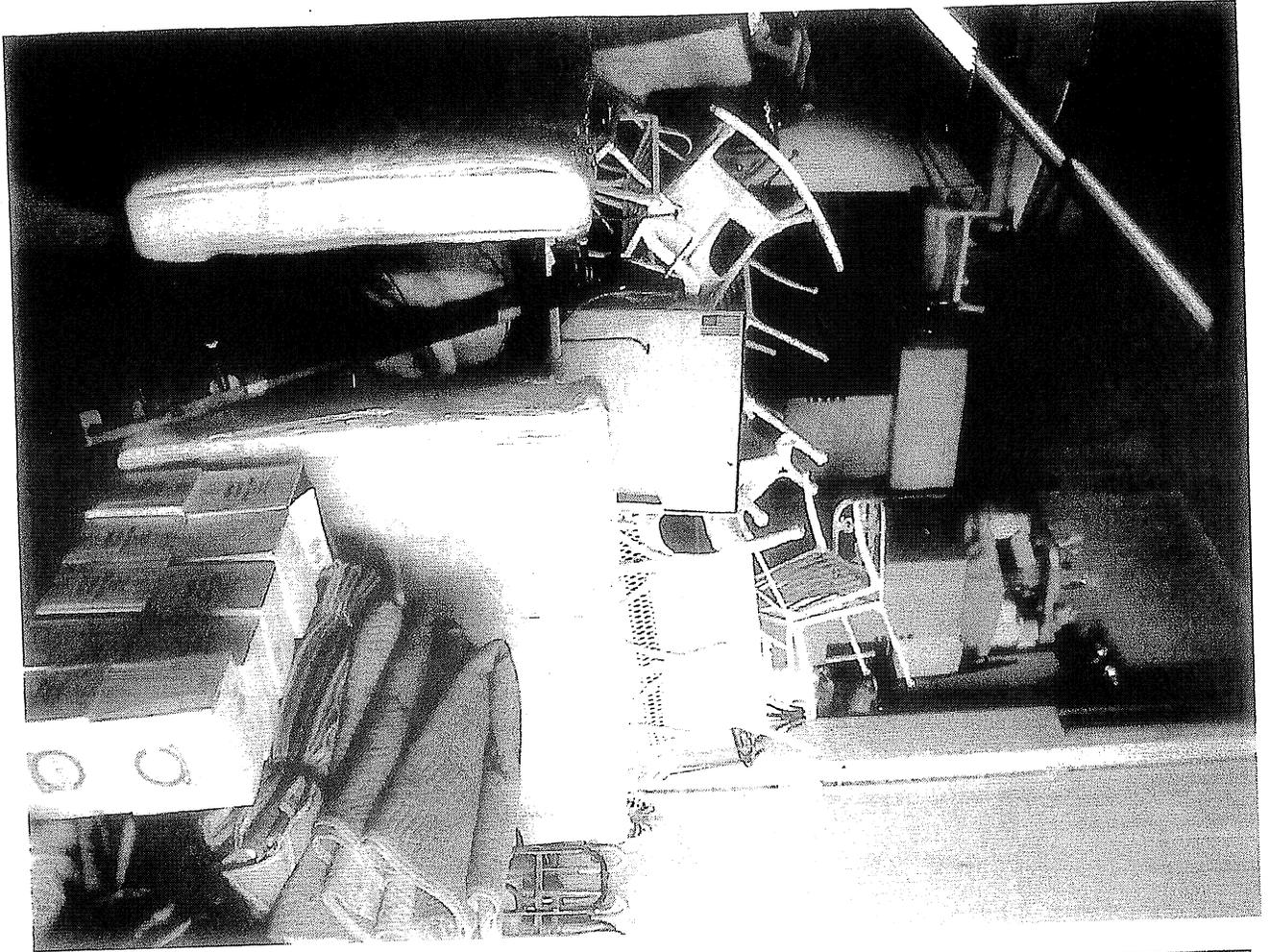
## Storage Facilities

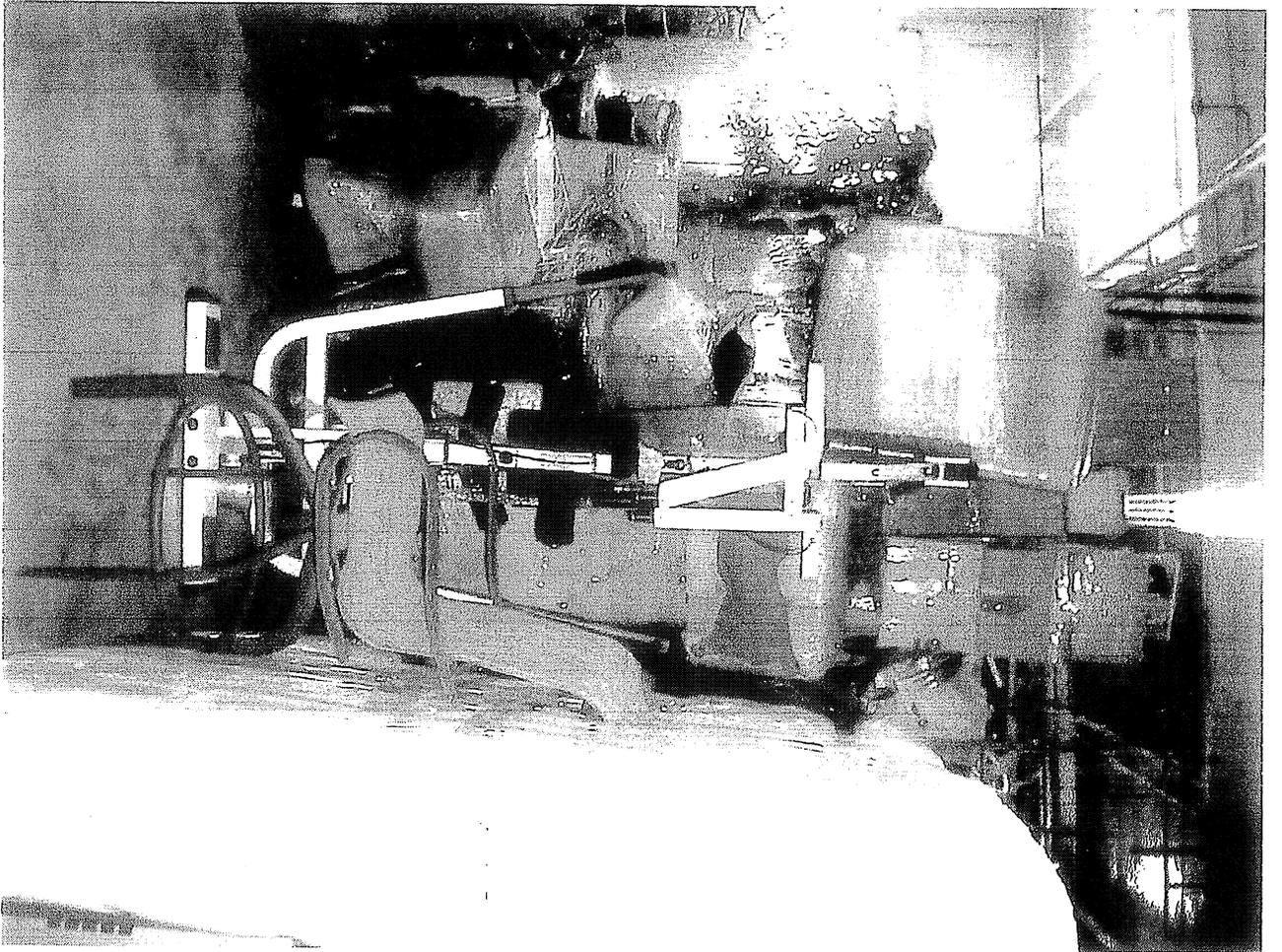
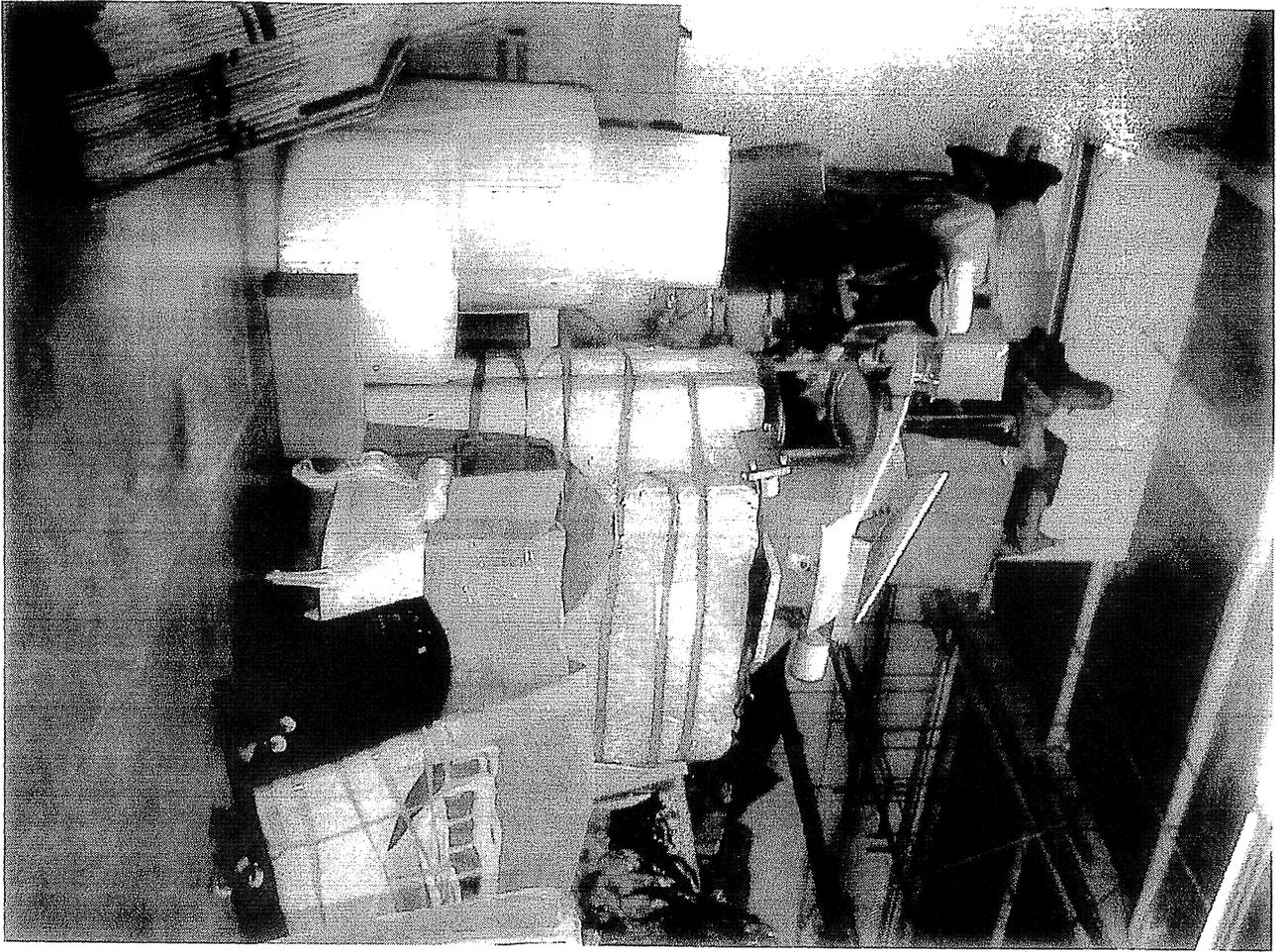


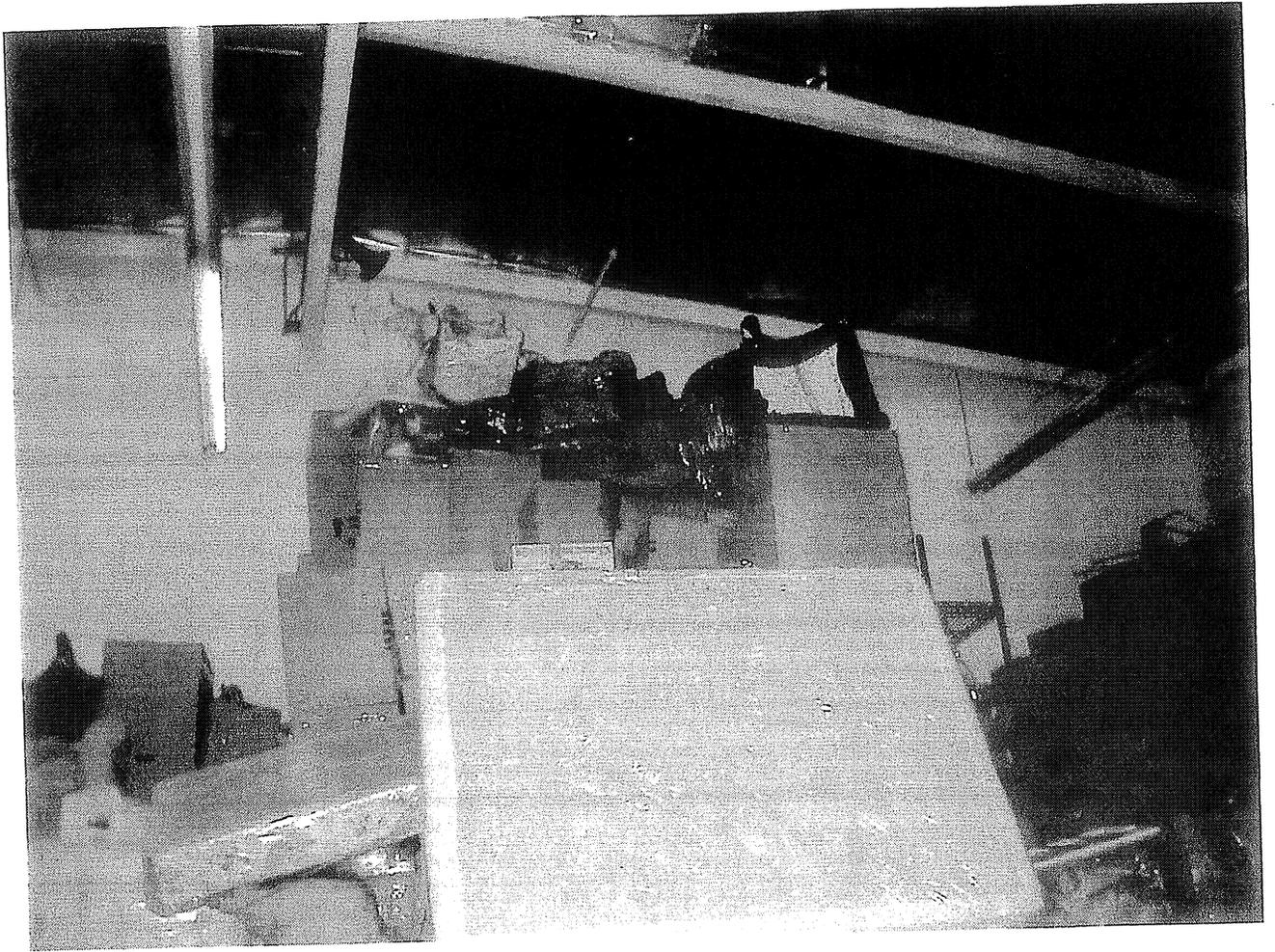
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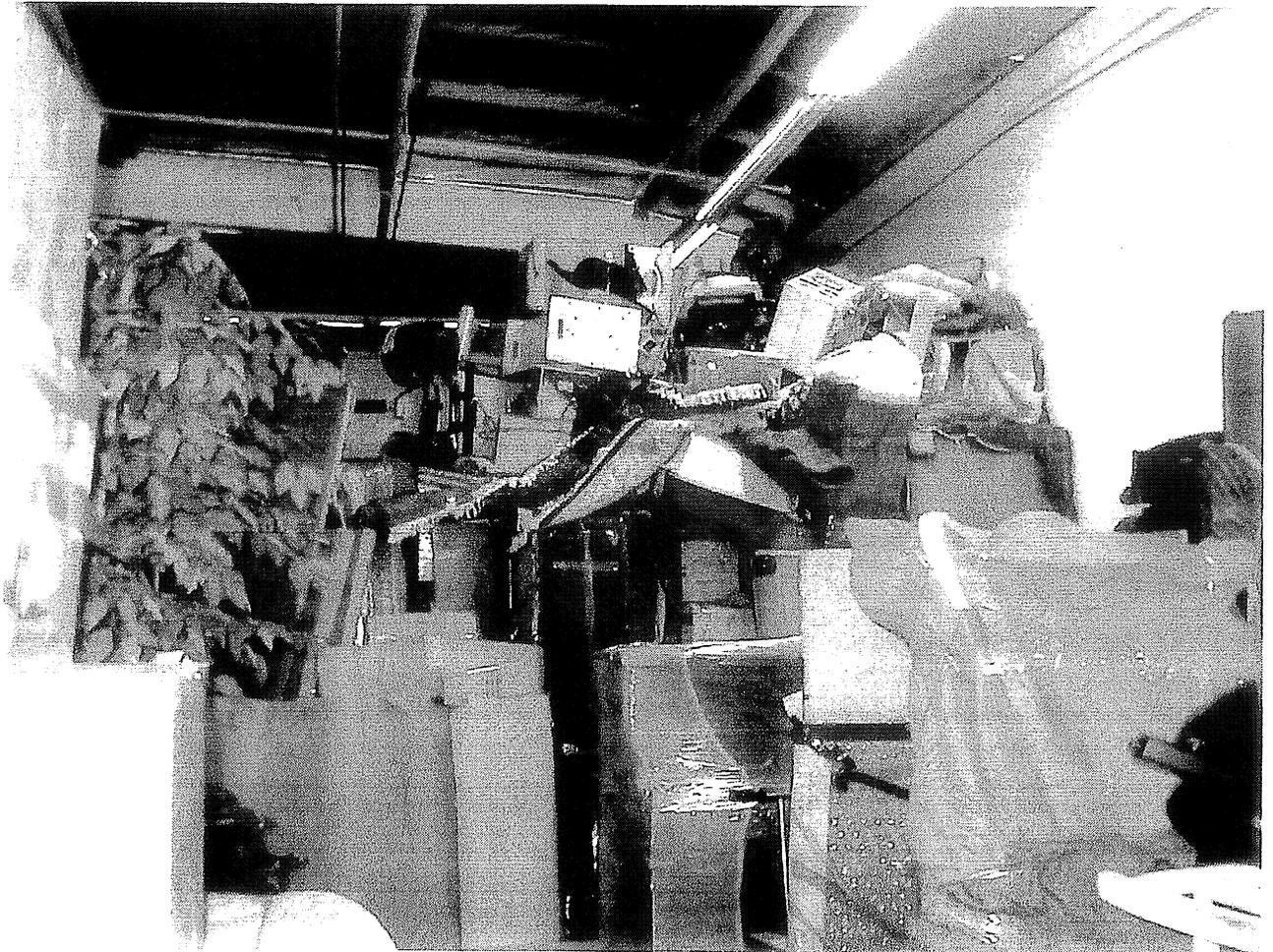


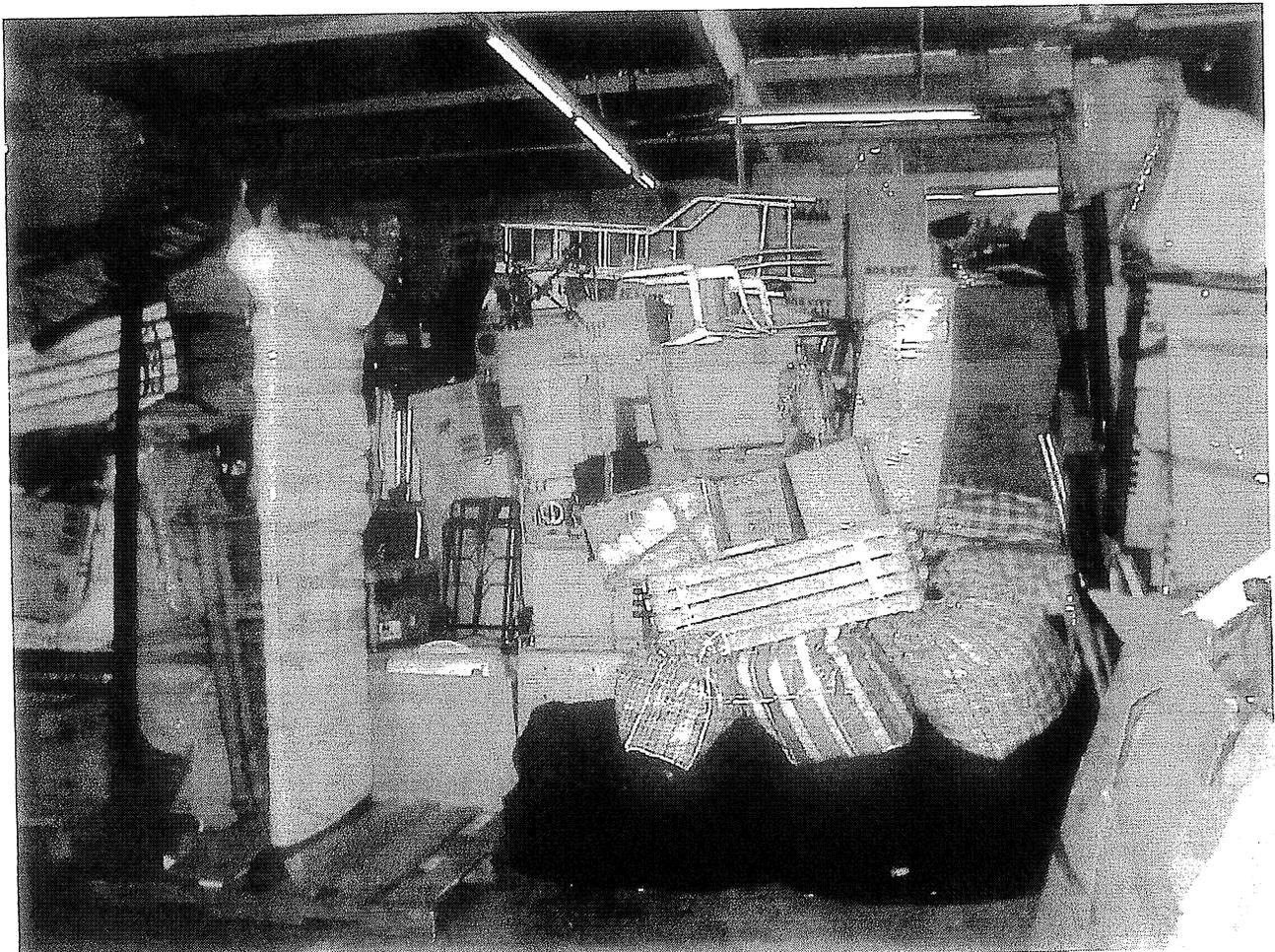








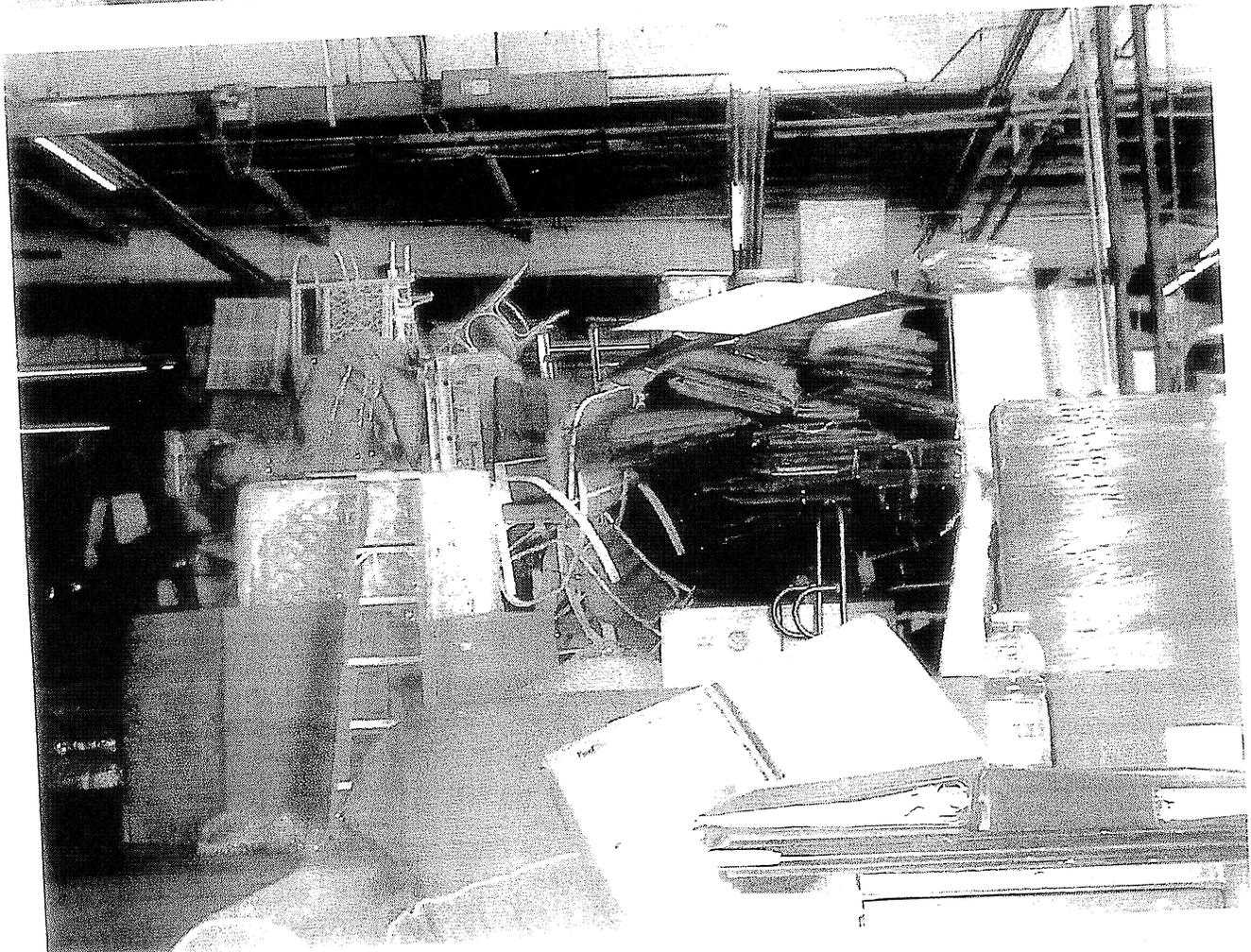












(END OF APPENDIX B)