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PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- 1 citation could not be confirmed against the uploaded files (wrong page, or an amount or date not found on that page). It is marked [VERIFY: citation not confirmed].
- The move runs from Missouri to Arizona, so I treated it as interstate and referred to federal household goods rules only in general terms. No Missouri intrastate rule is relied on. Please confirm. The standard demand to "deliver all goods" was adapted because the goods were delivered March 4, 2026, except Item 63 [bill_of_lading.pdf p.1].
- [VERIFY] items in the letter: the deadline to file a written loss or damage claim, and the liability option. The documents show Full Value Protection, $60,000.00 declared value, $0.00 deductible. The claim was sent March 10, 2026, but no claim number had been assigned as of March 20, 2026.
- The overcharge of $6,120.00 is my subtraction ($10,240.00 paid minus the $4,120.00 binding estimate). The Losses total of $11,603.39 is my sum of the table rows. Please check both. The items subtotal of $3,024.34 matches the client's inventory.
- The February 24, 2026 email says the clients would pay $3,090.00 that day. The payment record shows only the $1,030.00 deposit and the $9,210.00 cashier's check of March 2, 2026. Please confirm with the clients that no separate $3,090.00 payment was made.
- Meals ($612.75) are included in the Losses table, but the firm notes mention only hotel costs. Please confirm they should be claimed. The hotel and meal receipts, the repair estimate and the replacement quote are not in the file. Only the client's March 9, 2026 summary is, so please obtain them.
- Please confirm with the clients that they never requested added items or services in writing. The estimate's no-excess-charge promise depends on this. The $760.00 storage charge is not broken down by date in the records.
- Please confirm the theory for holding the broker responsible for the carrier's charges. The broker's email says pricing disputes are between the customer and the carrier.
- Item 22 (dresser) had light scratches on top at origin. The repair estimate is for the cracked top and broken drawer fronts, but it is not itemized in our file.
- Still missing: recipient names, the carrier's street address, the broker's ZIP code, the date, delivery method, firm address, claim number, demand amount and response deadline.

Ostrander & Pike LLC
[ADD: firm street address]

[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

[ADD: recipient name]
Heartland Prime Relocation LLC
8800 Fairgrove Commons, Suite 210
Weller Station, Missouri [ADD: ZIP]

[ADD: recipient name]
Blue Ox Transit Lines LLC
[ADD: street address]
[ADD: city, state ZIP]

Re: Demand for refund of overcharges and payment for lost and damaged goods; Derek and Anita Fallon; Binding Estimate No. HP-26-0419; Bill of Lading No. BOX-552918; Claim No. [ADD: claim number]; pickup February 9, 2026, delivery March 4, 2026

Dear [ADD: recipient names]:

Introduction

We represent Derek and Anita Fallon in connection with their household goods move from 316 Thistle Creek Lane, Weller Station, Missouri, to 2207 Saguaro Mesa Court, Dry Wash, Arizona, picked up on February 9, 2026 [bill_of_lading.pdf p.1; binding_estimate_and_order.pdf p.1]. Heartland Prime Relocation LLC ("Heartland Prime") arranged the move as broker for Blue Ox Transit Lines LLC ("Blue Ox"), the motor carrier [binding_estimate_and_order.pdf p.1]. Please direct all further communication about this matter to this office.

Our clients were charged $10,240.00 for a move that was priced at $4,120.00, and their goods were held until they paid. They also received their goods late, with two items damaged and one carton never delivered. This letter demands a refund of the overcharge and payment of their documented losses.

The agreement

On January 21, 2026, Heartland Prime issued Binding Estimate No. HP-26-0419 to the Fallons, based on a virtual survey on January 20, 2026 of a three-bedroom house with an attached inventory of 148 items and an estimated weight of 7,200 pounds [binding_estimate_and_order.pdf p.1]. The binding total price, "including packing, fuel and all accessorials listed," was $4,120.00, with a $1,030.00 deposit due at booking and a $3,090.00 balance due at delivery [binding_estimate_and_order.pdf p.1]. The estimate states:

"This is a binding estimate. The carrier may not collect more than this amount at delivery unless you add items or services in writing." [binding_estimate_and_order.pdf p.1]

Mr. Fallon signed the Order for Service on January 22, 2026, and paid the $1,030.00 deposit that day (confirmation HPR-77315) [binding_estimate_and_order.pdf p.1]. The order set a pickup date of February 9, 2026 and a delivery window of February 13, 2026 through February 17, 2026. It also selected Full Value Protection with a declared value of $60,000.00 and a $0.00 deductible [binding_estimate_and_order.pdf p.1].

Blue Ox's own Uniform Household Goods Bill of Lading No. BOX-552918 records the same terms: estimate type "Binding, price $4,120.00," valuation of Full Value Protection at a declared value of $60,000.00, and an agreed delivery window of February 13 to February 17, 2026 [bill_of_lading.pdf p.1].

What happened

The unsigned addendum. At pickup on February 9, 2026, the driver, Rusty Calhoun, wrote an addendum on the bill of lading: "Customer has more cubic feet than survey. Revised charge $9,480.00." [bill_of_lading.pdf p.1]. The Customer Acceptance line is blank, and the words "Customer refused to sign, loaded anyway" are handwritten beside it [bill_of_lading.pdf p.1]. The records we have reviewed contain no written request by the Fallons to add items or services.

Goods withheld. On February 16, 2026, the day before the delivery window closed, Mrs. Fallon asked Blue Ox dispatch where the truck was. Dispatch replied at 2:48 pm that the goods were in Blue Ox's warehouse in Wichita Gap, that the balance due before delivery was $8,450.00 in cash or certified funds, and that storage would be $95.00 per day after February 18 [texts_and_payment_records.pdf p.1]. The $8,450.00 demanded equals the $9,480.00 revised charge less the $1,030.00 deposit. Mrs. Fallon responded that the binding estimate was $4,120.00, that $1,030.00 had been paid, and that $3,090.00 was owed. Dispatch answered at 3:20 pm: "Estimate was from the broker not us. No payment no delivery." [texts_and_payment_records.pdf p.1].

Broker's response. On February 18, 2026, Tess Whitcomb of Heartland Prime Customer Care wrote: "We have passed your concern to the carrier. Pricing disputes are between you and the carrier." [texts_and_payment_records.pdf p.1].

Offer to pay the binding balance. On February 24, 2026, Mr. Fallon emailed Blue Ox and Heartland Prime: "We will pay the $3,090.00 balance on the binding estimate today. Please deliver our goods. We object to any higher charge." [texts_and_payment_records.pdf p.1]. On February 27, 2026, dispatch texted that it needed $8,450.00 plus $760.00 in storage, a total of $9,210.00 [texts_and_payment_records.pdf p.1].

Payment under protest. On March 2, 2026, the Fallons paid $9,210.00 by cashier's check no. 0041927 to Blue Ox, with the memo "paid under protest to release goods" [texts_and_payment_records.pdf p.1]. With the $1,030.00 deposit, they paid $10,240.00 in total for a move with a binding price of $4,120.00 [texts_and_payment_records.pdf p.1].

Late delivery, damage and loss. The goods were delivered on March 4, 2026, after the February 13 to February 17, 2026 window had closed [bill_of_lading.pdf p.1]. Mrs. Fallon noted these

exceptions on the delivery receipt and signed it "received under protest" [bill_of_lading.pdf p.1]:

- Item 22, oak dresser, 6 drawer: top cracked through and two drawer fronts broken. At origin the dresser was recorded as "good, light scratches on top." [bill_of_lading.pdf p.1]
- Item 47, 65 inch flat screen television: screen shattered and carton crushed. At origin it was recorded as "good," in its original carton. [bill_of_lading.pdf p.1]
- Item 63, kitchen carton marked "KITCHEN 4 dishes and glassware": not delivered. At origin it was recorded as "sealed." [bill_of_lading.pdf p.1]

Written claim. The Fallons sent a written claim for loss and damage by email to claims@blueoxtransit.example and by certified mail to Blue Ox on March 10, 2026. No claim number had been assigned as of March 20, 2026 [damage_inventory_and_receipts.pdf p.1]. Our clients also stayed at Desert Palms Extended Stay in Dry Wash, Arizona, from February 17, 2026 to March 4, 2026 [damage_inventory_and_receipts.pdf p.1].

Losses

Item	Amount	Source
Amount paid above the binding estimate ($10,240.00 paid less $4,120.00 binding price), including the $760.00 storage charge	$6,120.00	[texts_and_payment_records.pdf p.1] [VERIFY: citation not confirmed]
Item 22, oak dresser: repair estimate, Mesa Grain Furniture Restoration No. 1183, March 7, 2026	$1,240.00	[damage_inventory_and_receipts.pdf p.1]
Item 47, 65 inch television: replacement value per original purchase receipt of November 28, 2025	$1,099.99	[damage_inventory_and_receipts.pdf p.1]
Item 63, kitchen carton (dish set for 12, 18 glasses, serving platters): replacement cost per Saguaro Home Goods quote, March 8, 2026	$684.35	[damage_inventory_and_receipts.pdf p.1]
Lodging, Desert Palms Extended Stay, February 17 to March 4, 2026 (room and tax)	$1,846.30	[damage_inventory_and_receipts.pdf p.1]
Meals while without kitchen goods, February 17 to March 4, 2026	$612.75	[damage_inventory_and_receipts.pdf p.1]
Total (as read from the bills)	**$11,603.39**	

The lost and damaged items alone total $3,024.34 according to our clients' inventory [damage_inventory_and_receipts.pdf p.1].

Demand

Our clients agreed to a binding price of $4,120.00 and were charged $10,240.00. The estimate, the bill of lading and the delivery window were all part of the agreement, and the goods were not delivered until March 4, 2026, damaged in part and missing a carton. The Fallons selected Full

Value Protection at a declared value of $60,000.00 with no deductible [binding_estimate_and_order.pdf p.1; bill_of_lading.pdf p.1] [VERIFY: liability option in the bill of lading (full value or released value)]. Their March 10, 2026 written claim was sent under the bill of lading and the federal rules that govern interstate household goods carriers [VERIFY: deadline to file a written loss or damage claim under the bill of lading and federal rules].

On our clients' behalf, we demand that Heartland Prime and Blue Ox:

- Refund every dollar the Fallons paid above the $4,120.00 binding estimate.
- Pay the documented value of the damaged dresser and television and the undelivered kitchen carton.
- Reimburse our clients' lodging and meal costs from the delay.
- Pay a total of [ADD: demand amount] to resolve these losses.
- Acknowledge the Fallons' March 10, 2026 claim in writing and give us the claim number.

Please respond in writing to this office by [ADD: response deadline]. We are prepared to review any documents you contend support a charge above the binding estimate, including any written request by the Fallons to add items or services.

Sincerely,

Gwendolyn Ostrander
Ostrander & Pike LLC