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Plaintiff,

V.

DR. BRETT PRINCE,

Defendant.

UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY

Civil Action No.

W-5354 (J

Plaintiff Mayflower Transit, LLC ("MAYFLOWER") complains against Defendant Dr. Brett Prince as follows:

#### <u>PARTIES</u>

- 1. Plaintiff Mayflower is a Missouri Limited Liability Corporation having nationwide operations and a principal place of business St. Louis County, Missouri.
- 2. Upon information and belief, Defendant Dr. Brett Prince is an individual resident of Freehold, New Jersey.

#### NATURE OF THE ACTION

3. This is an action for improper acquisition and use of domain names under the Anticybersquatting Consumer Protection Act of 1999, 15 U.S.C. § 1125(d); trade name and service name infringement and/or dilution under the Trademark Act of 1946, as amended (the Lanham Act, 15 U.S.C. § 1051 et seq.); and related causes of action under the libel and trade libel laws of the State of New Jersey, arising from the use and registration by Defendant

of the domain names mayflowervanlinebeware.com and mayflowervanline.com, and from publications by Defendant on an Internet website.

#### **JURISDICTION**

4. This Court has jurisdiction over this action pursuant to 15 U.S.C. § 1121 (actions arising under the Federal Trademark Act), and 28 U.S.C. § 1338(a) (acts of Congress relating to trademarks). Jurisdiction for the causes of action arising under the laws of the State of New Jersey is based on the doctrine of supplemental jurisdiction.

#### **VENUE**

5. Venue is proper in this District pursuant to 28 U.S.C. § 1391(b).

#### **FACTS COMMON TO ALL COUNTS**

#### Mayflower's Trademarks

- 6. Mayflower has for years owned numerous United States trademark and service mark registrations in relation to its nationwide transportation services. Mayflower has supported these marks with extensive national advertising and has built up considerable goodwill among consumers nationwide.
- 7. Mayflower owns the following United States trademarks and trademark registrations, among others:

Mark	Registration No. and Date	Goods or Services		
MAYFLOWER	501263	Trucking and hauling		
	July 27, 1948			
MAYFLOWER	1480035	Transportation and storage services		
	March 8, 1988			
Mayflower 👪	1205728	Transportation and storage services		
Magitomet [4]	August 17, 1982			

Mark	Registration No. and Date	Goods or Services
Mayflower	1209037 January 12, 1981	Transportation and storage services
MAYFLOWER	1480037 March 8, 1988	Transportation and storage services
Mayflower 5	1204866 August 10, 1982	Transportation and storage services
	501970 August 31, 1948	Trucking and hauling
Û	1109695 December 29, 1978	Transportation by truck, ship and air and storage services

Mayflower is sometimes known as "Mayflower Transit" and it owns the rights throughout the United States to the common law trademark and service mark MAYFLOWER TRANSIT when used in connection with transportation and storage services.

#### Mayflower's Interstate Business

- 8. Mayflower is engaged in interstate moving, shipping and storage of goods in the United States, and is licensed by the United States Department of Transportation for that purpose. Mayflower uses affiliated agents throughout the nation to conduct such interstate moves. Mayflower does not engage in *intra*-state moving, shipping and storage jobs, except in Texas, is not licensed by any other states for such moves, and does not conduct such moves outside of Texas.
- 9. Mayflower's affiliated agents are generally licensed to conduct intra-state moves in the states in which they do business, and they may engage in such moves. When a

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Mayflower agent conducts an *intra*-state move, it does so in its own capacity, and not as an agent of Mayflower. Mayflower is not a party to contracts for such moves and Mayflower exercises no control over such moves.

#### Plaintiff's Contract and Dispute with Lincoln

- 10. Lincoln Storage Warehouses, Inc. ("Lincoln") is a New Jersey corporation that is licensed to conduct moves within New Jersey, and which also serves as an agent of Mayflower with respect to interstate moves.
- 11. On or about September 4, 1997, Defendant, Dr. Brett Prince, entered into a contract with Lincoln for the purpose of moving personal property from residential premises in West Orange Township, New Jersey to a location in Freehold, New Jersey (the "Prince-Lincoln Move Contract").
- 12. The Bill of Lading, Estimated Cost of Services, Order for Service, and Certificate of Insurance completed at the time of the Prince-Lincoln Move Contract listed Lincoln as the carrier and warehouseman for the move. Mayflower was not a party to the Prince-Lincoln Move Contract or any of these documents.
- 13. On or about September 13, 1997 and shortly thereafter, Lincoln removed personal property from the residential premises in West Orange Township, loaded them inside a Lincoln moving van, and drove the van to the City of Orange, where it was parked overnight. While the van was parked in the City of Orange, it was broken into by thieves, and some of Defendant's goods were stolen.
- 14. Defendant and Lincoln dispute whether Lincoln took reasonable care with plaintiff's goods, and the extent of Defendant's losses due to the theft. Defendant has made one or more claims against Lincoln and/or its insurance carrier, and has sued Lincoln in Essex County Superior Court, in the case of Estate of Benita B. Prince, Deceased, by her Executor

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Brett J. Prince, and Brett J. Prince, individually v. Lincoln Storage Warehouses, Inc., et al., No. ESX-L-9500-99. That case is currently pending.

#### Mayflower's Non-Involvement in Disputed Move

- 15. Mayflower was not involved in the disputed move, which was conducted wholly within the State of New Jersey.
  - 16. Mayflower did not contract with Defendant as to this move.
- 17. Although one of Mayflower's trademarks appeared on one of Lincoln's contract forms signed by Defendant, the presence of that trademark did not, and could not, convert the contract between Lincoln and Defendant into one involving Mayflower.
- 18. Similarly, while Lincoln's van used in the move bore Mayflower markings, such markings have no legal significance with respect to who is responsible for the move, which issue is determined solely by the underlying contract documents.

## **Defendant's Use of Mayflower Trademarks**

- 19. Sometime before December of 1999, Defendant registered the Internet domain name mayflowervanlinebeware.com and posted a website on the Internet at http://www.mayflowervanlinebeware.com.
- 20. In March, 2000, Defendant registered the domain name mayflowervanline.com and used that domain name for the website http://www.mayflowervanline.com.
- 21. In connection with his current websites, at http://www.mayflowervanline.com and http://www.linconstoragewarehous.com, Defendant uses Mayflower's trademarks in various ways to attract users to the sites:

- (a) Mayflower's trademark MAYFLOWER is used in a headline on the sites and Mayflower's MAYFLOWER trademark, its ship logo, and its yellow-and-green trade dress are used in the photograph of a Mayflower van on the sites.
- (b) The word "Mayflower" and the phrase "Mayflower Van Line" are used in the title and metatag fields of the Hypertext Markup Language software code in which the website is written and designed, for the purpose of attracting to the site Internet users who are interested in Mayflower.
- (c) The word "Mayflower" is used repeatedly on the site, even to identify

  Defendant (who uses the pseudonym "Mayflower Beware/Lincoln Storage

  Beware" and the e-mail pseudonym "mayflowerbeware" rather than his own

  name on the site), and this has the effect also of attracting to the site

  Internet users who are interested in Mayflower.

#### Defendant's Website Disparaging Lincoln and Mayflower

- 22. Sometime around December 1999, Defendant posted on the Internet at the website http://www.mayflowervanlinebeware.com several pages purportedly describing Lincoln's handling of the September, 1997 move for Defendant, and sharply criticizing both Lincoln and Mayflower with respect to that move.
- 23. Defendant's initial Internet page at the website

  http://www.mayflowervanlinebeware.com was headlined "BEWARE OF LINCOLN STORAGE

  WAREHOUSE. Beware of Mayflower Van Line." Below this headline the page displayed the
  following copy:

If you are thinking about moving or had a bad experience moving with Mayflower Van Lines or Lincoln Storage Warehouses then please read on and reply to me at the following e-mail address:

MayflowerBeware@Yahoo.Com

The initial page also contained links to other pages. One link, titled, "Don't let this happen to you," led to a page containing a narrative description of Defendant's purported complaints with Lincoln and Mayflower. True and correct copies of the initial page and the "Don't let this happen to you" page are attached hereto as Exhibits A and B respectively.

- 24. In March, 2000, Defendant registered the domain names mayflowervanline.com and lincolnstoragewarehous.com. Defendant then used these domain names for the websites http://www.mayflowervanline.com and http://www.lincolnstoragewarehous.com, which each displayed material essentially identical to that displayed at http://www.mayflowervanlinebeware.com.
- 25. At some point, Defendant ceased using the domain name mayflowervanlinebeware.com and the website http://www.mayflowervanlinebeware.com, but he continued to use the mayflowervanline.com domain name and to post the material critical of Lincoln and Mayflower at the http://www.mayflowervanline.com website.

#### False Statements on Defendant's Websites

- 26. The statements on Defendant's website directly and indirectly concerning Mayflower are false and disparaging to Mayflower and its services.
- 27. Defendant's website includes the following false and materially misleading statements directly about Mayflower:
  - (a) The statement "Beware of Mayflower Van Line" and similar phrases are false and misleading because Defendant did not contract with Mayflower and Mayflower is not responsible for the experiences described by Defendant.
  - (b) The statement that "almost the entire contents of my home were stolen from a Mayflower Van Lines truck" is false and misleading because

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- Defendant did not contract with Mayflower and Mayflower is not responsible for the experiences described by Defendant.
- (c) The statements as to the "obvious negligence" and unfair and unreasonable treatment of Defendant by "Lincoln Storage Warehouses/Mayflower Van" are false and misleading because Defendant did not contract with Mayflower and Mayflower is not responsible for the experiences described by Defendant.
- (d) The suggestion that potential customers of Mayflower should not use

  Mayflower as a mover because they will be treated poorly, their possessions

  will not be safeguarded, they will risk total loss of their possessions, and they

  will be the "next victim", are false and misleading, because Defendant did

  not contract with Mayflower and Mayflower is not responsible for the

  experiences described by Defendant.

#### Mayflower's Notices To Defendant

- 28. Mayflower, through its attorneys, has informed Defendant of the inaccuracies contained on his websites. Defendant has received and read one or more of Mayflower's counsel's letters or e-mails to him.
- 29. Defendant and his attorney, James Peck, have received but refused to open, review, and/or consider many of Mayflower's written communications describing the inaccuracies contained on Defendant's website, and Mayflower's demand that Defendant retract and correct all false statements about Mayflower.
- 30. Specifically, Defendant and/or Peck, his attorney and agent, have taken the following actions with respect to certain letters from Mayflower's attorneys:

- (a) A March 1, 2000 letter to Dr. Prince at 3587 Highway 9, Freehold, NJ was received by Dr. Prince but returned to the sender marked "Return to Sender, address unknown".
- (b) An April 10, 2000 letter to Dr. Prince at 5 Wittier Ct./Poet's Corner, Freehold Township, NJ was received by Dr. Prince. Dr. Prince refused to accept it and returned it to the sender.
- (c) A July 6, 2000 letter to Mr. James I. Peck IV, 47 High Street, West Orange, NJ, attorney for Dr. Prince, was received by the addressee, who stickered over the address label his own label stating "DELIVERY REFUSED RETURN TO SENDER" and re-posted the letter in that condition.
- (d) A July 27, 2000 Federal Express letter to Mr. James I. Peck IV, 47 High Street, West Orange, NJ, attorney for Dr. Prince, was received by the addressee, who placed the unopened letter in another envelope and returned it to the sender by first class mail.

On information and belief, Mr. Peck refused and/or returned the letters from Mayflower's attorneys in his capacity as Defendant's agent, and under express directions from Defendant.

- 31. Despite Defendant's attempts to avoid Mayflower's notices of the falsity of his websites, Defendant has received such notice.
- 32. In early May, 2000, Mayflower's attorneys left a telephone message with Defendant's attorney. Defendant personally returned this message and spoke with one of Mayflower's attorneys on May 8, 2000.
- 33. In that conversation, Defendant admitted receiving and reading a letter from Mayflower about his websites, but despite hearing Mayflower's facts and position again in this conversation, Defendant refused to remove or alter his websites.

- 34. Defendant stated in that conversation that he desired a settlement of his dispute with Lincoln Storage, and indicated that he would not change his websites, as to Mayflower or Lincoln, until he received a settlement satisfactory to him.
- 35. Defendant continues to publish his websites, including the statements directly and indirectly making false statements about Mayflower.
- 36. Defendant knows, and has known, at least since his receipt of Mayflower's counsel's original letter in April 2000, that his statements about Mayflower are false.
- 37. Accordingly, Defendant has published and is publishing these statements with knowledge of their falsity, or with reckless disregard of their truth or falsity, or both.
- 38. Defendant has refused Mayflower's letters in an attempt to deliberately avoid exposure to the truth.

#### **Damage and Confusion**

- 39. Defendant's use of Mayflower's trademarks as domain names, metatags, and as tools to attract traffic to his websites has damaged Mayflower and created consumer confusion as to Mayflower and its involvement with Defendant's website and with Lincoln's move of Defendant's property.
- 40. Internet users who search for Mayflower on the Internet are led to

  Defendant's websites, even though they are not a Mayflower sponsored or affiliated site and
  even though they contains false information about Mayflower.
- 41. Even if the users come to understand that Defendant's website is not sponsored by or affiliated with Mayflower, as prospective Mayflower customers they are likely to be misled by it because of the false and misleading information it contains about Mayflower.
- 42. Defendant's false and misleading statements about Mayflower contained on his websites have damaged Mayflower and caused Mayflower to lose business.

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43. Some prospective customers of Mayflower have read Defendant's websites and believed the false statements contained therein, thus causing them to view Mayflower as an unreliable mover and to determine not to use Mayflower for their transportation and storage needs. This is precisely the effect intended by Defendant.

#### **COUNT I**

### IMPROPER APPROPRIATION OF DOMAIN NAME— ANTICYBERSQUATTING CONSUMER PROTECTION ACT

- 44. Plaintiff repeats and realleges the allegations of paragraphs 1 through 43 above, as though fully set forth herein.
- 45. Defendant has acquired multiple Internet domain names which employ Mayflower's service marks and/or trade names, specifically mayflowervanlinebeware.com and mayflowervanline.com.
- 46. Defendant acquired those domain names for use in connection with his website containing inaccurate and defamatory information about Mayflower and Lincoln, which he has sought to use as a bargaining tool in his dispute with Lincoln.
- 47. The domain names mayflowervanlinebeware.com and mayflowervanline.com are confusingly similar to Mayflower's service marks.
- 48. Defendant has acted with bad faith and intent to profit from these domain names, as evidenced by the following facts:
  - (a) The marks MAYFLOWER, MAYFLOWER WORLD WIDE MOVING and various stylized designs incorporating the MAYFLOWER name and/or sailing ship logo are famous and nationally-known service marks and trademarks of Mayflower.
  - (b) The domain names in question include Mayflower's service marks in a manner which clearly refers to Mayflower.

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- (c) Defendant has not made any prior use of the domain names

  mayflowervanlinebeware.com and mayflowervanline.com for any purpose

  other than publicizing Defendant's inaccurate and defamatory statements

  about Lincoln and Mayflower.
- (d) By refusing to change the statements made about Mayflower on Defendant's website until his dispute with Lincoln was settled to his satisfaction, Defendant had demonstrated the intent to hold the mayflowervanline.com domain name hostage in order to gain leverage over Lincoln in his separate dispute with that entity.
- (e) Defendant has registered or acquired multiple domain names which he knows are confusingly similar to Mayflower's trade name and service marks and dilutive of Mayflower's marks.
- 49. When Defendant registered the domain names mayflowervanlinebeware.com and mayflowervanline.com, Defendant knew he had no reasonable grounds to believe that his use of these domain names to propagate false statements would be fair use or otherwise lawful.
- 50. Accordingly, Defendant has registered, trafficked in or used the domain names mayflowervanlinebeware.com and mayflowervanline.com for improper purposes, in violation of the Anticybersquatting Consumer Protection Act.
- 51. Defendant's registration and use of the domain names mayflowervanlinebeware.com and mayflowervanline.com was "for profit" within the meaning of the Anticybersquatting Consumer Protection Act.
- 52. Among other things, (a) Defendant sought to use the domain names to pressure Mayflower into pressuring Lincoln into settling Defendant's dispute with Lincoln on

Defendant's terms, and (b) Defendant's registration and use of the domain names and website in issue has an effect on Mayflower's conduct of its business in that persons who search for Mayflower websites using Mayflower's trade names and service marks are intercepted by Defendant's website and are prevented from reaching Mayflower and its services and messages on the web.

53. Mayflower has been damaged by Defendant's registration and use of these domain names.

#### **COUNT II**

### TRADEMARK DILUTION -- SECTION 43(C) OF THE LANHAM ACT

- 54. Plaintiff repeats and realleges the allegations of paragraphs 1 through 53 above, as though fully set forth herein.
- 55. Mayflower has used its MAYFLOWER trademark for more than fifty years, and the mark MAYFLOWER and common law service mark and trade name MAYFLOWER TRANSIT have become the most recognized names in interstate moving during that time period. These marks are famous within the meaning of 15 U.S.C. § 1125(c).
- 56. By using the phrase "mayflowervanline" as the operative part of domain names, by using the marks MAYFLOWER and MAYFLOWER TRANSIT repeatedly in his website, and by using Mayflower's stylized name and sailing ship logos in his website, Defendant has diluted the distinctive value of Mayflower's famous and distinctive trade names and service marks, in violation of the Federal Dilution Act of 1995, 15 U.S.C. § 1125(c). Specifically, Defendant's use of these marks has blurred and potentially tarnished the distinctive value of Mayflower's famous and distinctive trade names and service marks.
- 57. Mayflower has been damaged by Defendant's acts diluting the distinctive value of its trademarks.

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#### **COUNT III**

#### Trade Libel

- 58. Plaintiff repeats and realleges the allegations of paragraphs 1 through 57 above, as though fully set forth herein.
- 59. Defendant published to third parties false statements about the quality of Mayflower's services.
  - 60. Defendant lacked reasonable grounds to believe his statements were true.
- 61. Alternatively, Defendant published these statements with knowledge of their falsity or reckless disregard for their truth or falsity.
- 62. Defendant has failed to retract these statements even after receiving notice of their falsity.
- 63. Mayflower has been injured by and has suffered specific pecuniary damage, including the loss of customers and moving jobs, from Defendant's publication of false statements about Mayflower's services.

#### COUNT IV

#### <u>Libel</u>

- 64. Plaintiff repeats and realleges the allegations of paragraphs 1 through 63 above, as though fully set forth herein.
- 65. Defendant's statements about Mayflower are defamatory, in that they state or reasonably imply that Mayflower is not competent as a mover, and that movers acting as Mayflower's agents (a) have been lazy and/or incompetent, (b) acted unethically, and (c) have recklessly caused Defendant's possessions to be lost or stolen.
  - 66. These statements are false.
  - 67. Defendant lacked reasonable grounds for these statements on his website.

- 68. Alternatively, Defendant published these statements with knowledge of their falsity or reckless disregard for their truth or falsity.
- 69. These statements damaged Mayflower's reputation and caused Mayflower to lose business.

WHEREFORE, Mayflower requests that this Court enter judgment against the Defendant, and enter an order providing as follows against Defendant and his agents, attorneys, successors, and assigns, and all those in active concert or participation with him, including all Internet Service Providers and all other entities (including Network Solutions, Inc.) who assist him in the activities herein held to be unlawful:

#### A. Injunctive Relief

- 1. Restraining and enjoining them from using, in any Internet domain name, or in metatags or other hidden computer codes designed to attract search engines or browsers, or prominently or repeatedly in a website, the trade names or service marks MAYFLOWER, MAYFLOWER TRANSIT and/or various stylized designs incorporating the MAYFLOWER name and/or sailing ship logo, or any other name or service mark which may give rise to a likelihood of confusion, mistake, deception or dilution with respect to Mayflower's trade names or service marks.
- 2. Ordering them to terminate immediately all claim and/or use of the domain name mayflowervanline.com, and any similar domain names, and immediately take all necessary steps to transfer registration of such domain names to Mayflower, or, in the alternative, that Defendant be ordered to immediately direct Network Solutions, Inc. to suspend Defendant's use of the domain name mayflowervanline.com and any similar domain names.

- 3. Restraining and enjoining them from publishing, on the Internet or elsewhere, such statements as are held to make or imply false defamatory statements about Mayflower or false disparagement of the quality of Mayflower's services.
- 4. That, pursuant to 15 U.S.C. § 1116, Defendant be directed to file with the Court and serve on Mayflower, within thirty (30) days after issuance of an injunction, a report in writing and under oath setting forth in detail the manner and form in which Defendant has complied with the injunction.

#### B. Damages and Other Monetary Relief

- 5. That Mayflower be awarded damages under the Lanham Act, including plaintiff's damages, an award of defendant's profits, treble damages, and statutory damages of up to \$100,000 per domain name.
- 6. That, because of the exceptional nature of this case resulting from Defendant's deliberate conduct and infringing actions, particularly with respect to Defendant's use of his defamatory website as leverage in a dispute with another party, this Court award to Mayflower its reasonable attorneys' fees, costs and disbursements incurred as a result of this action, pursuant to 15 U.S.C. § 1117.
- 7. That Mayflower be awarded such other and further relief as this Court may deem just.

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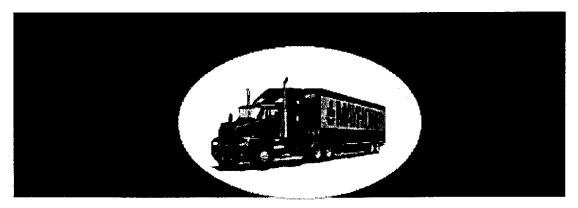
### **Iury Demand**

Plaintiff requests trial by jury of all issues.

LAW OFFICES OF GEORGE W. WRIGHT Attorneys for Plaintiff

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Of Counsel Mark Sableman Marion A. Keyes THOMPSON COBURN LLP One Firstar Plaza St. Louis, Missouri 63101 314-552-6000 FAX 314-552-7000



# **BEWARE OF LINCOLN STORAGE WAREHOUSES**

# **Beware of Mayflower Van Line**

Almost the entire contents of my home were stolen from a Mayflower Van Lines truck. It was supposed to be parked in a guarded lot, but instead was abandoned on the shoulder of a major thoroughfare without an attendant.

#### Please Click Below For More Information

Beware of Lincoln
Storage Warehouses

Don't Let This Happen To You

Consumer Web Sites

If you are thinking about moving or had a bad experience moving with Mayflower Van Lines or Lincoln Storage Warehouses then please read on and reply to me at the following e-mail address:

MayflowerBeware@Yahoo.Com



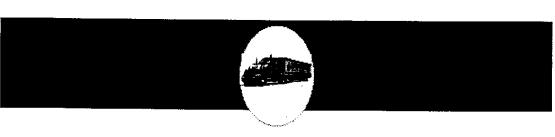
Beware of Mayflower Van Lines | Don't Let This Happen To You | Consumer Web Sites

# For More Information on These "Movers" Contact Me At:

Mayflower Beware/Lincoln Storage Beware PMB 113 3587 Highway 9 Freehold, NJ, 07728

mailto:mayflowerbeware@yahoo.com

You are Visitor No:



# Don't Let This Happen To You

Beware of Lincoln Storage Warehouses

Don't Let This

Consumer Web Sites

Do not become the next victim of Lincoln Storage Warehouses or Mayflower Van Lines. The disaster that happened to me when I hired them to move my property may happen to you.

In August, 1997, I contracted with Lincoln Storage Warehouses (225 Scotland Rd.; Orange, NJ 07050; an agent of Aero Mayflower Van Lines/Transit and Mayflower Van Lines) to move my entire household belongings from my West Orange, NJ residence to a new location in Freehold Township, NJ, 40 miles away.

At the very start of my involvement with them, I discussed at length a deep concern I felt about trusting a moving company to safely transport my belongings. Many of the items were of great value and irreplaceable.

Edward M. Scott, Lincoln Storage Warehouses' Sales Manager, came to my home to survey my property. In response to my concerns, he emphatically assured me that Lincoln Storage warehouses had a "perfect record...we've never had a claim against us...except for a rare, dented box, no property we have handled and moved has ever been broken or stolen."

With no guard at the van, after removing the hinge bolts of the truck's side door, local residents systematically looted the van.

When I expressed disbelief, and reminded him of the \$450,000 to \$500,000 value of my property, a good deal of it irreplaceable antiques and family heirlooms, he gave me the number of the Board of Public Movers and Warehousemen, saying :"Call them, they'll verify what I've told you; we transport high value and quality shipments like yours every day for our auction and private collectors, Dr. Prince." Those strong statements by Scott made me secure in hiring this company.

A Mayflower Van Lines truck, packed to the roof and doors, left my West Orange home at 4:00 PM on Saturday, 9/13/97. According to Sales Manager Scott, Lincoln was to keep my property: "in a completely secure and locked truck held in a 15-foot razor wire topped fence monitored 24 hours a day...where no theft has ever occurred." This facility was a mere 3 miles from my home. My belongings were to be transported to Freehold Twp the coming Monday at 8:00 AM.

For some reason, the van containing my belongings broke down within minutes from leaving my home. The driver/coordinator and 3 workers decided to

**abandon** the van in a dark, high crime area, without an alarm, with Saturday night approaching. Neither movers nor the company made any attempt to alert me or the local police about the abandoned van. There was no attempt to reload to another truck, or tow the truck to the storage facility a half mile away.

With no guard at the van, after removing the hinge bolts off the truck's side door, local residents systematically looted the van until police arrived by chance the next morning. Only minor items were recovered from the few thieves actually caught.

At approximately 11:00 AM the next day,-William P. Moynihan, Lincoln Storage Warehouses General Manager, called and informed me that "your truck's been broken into, and items appear to be missing" (There was no apology then or now). He loudly and stridently refused to tell me how the crime occurred, or if his movers were involved in any way. Within 20 minutes I arrived at Lincoln's headquarters in Orange, NJ with the Orange Police, whom I had called to meet me there. I arrived to find the van which had been densely packed with 18 rooms of my belongings,-now more than 75% empty. There were discarded, emptied boxes and wrappings everywhere inside it.

To add insult to injury, Lincoln threatened to sell my surviving belongings at auction in 30 days, or throw them away, and refused to transport the remnants of my possessions to me until I paid for the FULL cost of the disastrous move. They demanded this full cost based on estimated weight and man-hours required to transport a truck that once had 75% more items in it. There was no reduction in the cost or waving of the fee out of a sense of justice or compassion. It was their fault this crime occurred, but Lincoln Storage Warehouses saw fit to hold what was left for ransom money of a few dollars!

I honestly expected fair and reasonable treatment by Lincoln Storage Warehouses/Mayflower Van after their obvious negligence. Instead, what I got was delays, countless unreturned phone calls, and a ridiculous and demeaning settlement offer. Approximately 4 months after the theft, they offered me the modest value of an insurance policy I took out to cover casual/incidental theft and breakage alone.

Is this the way you want to be treated? Is this how you want your possessions moved? Unless you're willing to risk a total loss of your possessions,- do not do business with Lincoln Storage Warehouses or Mayflower Van Lines. What happened to me can and will happen to you! Don't be their next victim!

Beware of Lincoln Storage of Orange, NJ! Beware of Mayflower Van Lines!



Beware of Mayflower Van Lines | Don't Let This Happen To You | Consumer Web Sites

For More Information on These "Movers" Contact Me At:

mailto:mayflowerbeware@yahoo.com