

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of Determining the Proper
Carrier Classification of, and Complaint
for Penalties Against

TRANSIT SYSTEMS, INC. d/b/a
MOVES FOR SENIORS

DOCKET TV-170747

ORDER 03

INITIAL ORDER CLASSIFYING
RESPONDENT AS A
HOUSEHOLD GOODS CARRIER;
ORDERING RESPONDENT TO
CEASE AND DESIST; IMPOSING
AND SUSPENDING PENALTIES
ON CONDITION OF FUTURE
COMPLIANCE

BACKGROUND

- 1 On July 17, 2017, the Washington Utilities and Transportation Commission (Commission) entered Order 01, Order Instituting Special Proceeding; Complaint Seeking to Impose Penalties; and Notice of Mandatory Appearance at Hearing (Order 01) initiating this docket on its own motion. Order 01 alleges that Transit Systems, Inc. d/b/a Moves for Seniors (MFS or Company) violated RCW 81.80.075(1) by offering and advertising household goods moving services within the state of Washington without the necessary permit required for such operations. On the same date, the Commission issued a *Subpoena Decus Tecum for Production of Documents* to the Company commanding MFS to appear before the Commission at a special proceeding on October 25, 2017, and to bring the documents specified in the subpoenas.
- 2 On October 20, 2017, MFS filed with the Commission a Petition for Declaratory Proceeding (Petition) requesting the Commission enter a declaratory order holding, *inter alia*, that MFS is not a household goods carrier subject to Commission jurisdiction.
- 3 On October 24, 2017, the Commission entered Order 02, dismissing the Company's Petition, with prejudice, on the basis that the issues identified in the Petition will be resolved in the instant proceeding.
- 4 The Commission convened the special proceeding before Administrative Law Judge (ALJ) Rayne Pearson on October 25, 2017. The Company appeared at the special

proceeding, contested the allegations set out in the Complaint, and requested a formal classification hearing to present testimony and evidence demonstrating that its operations do not require a Commission-issued permit. Staff and the Company agreed to a hearing date of December 19, 2017.

- 5 The Commission convened a Brief Adjudicative Proceeding before ALJ Pearson on December 19, 2017. At the hearing, Staff presented documentary evidence and testimony from Susie Paul, compliance investigator. Chris Pienkowski, vice president of business development, testified for the Company.
- 6 Staff testified that MFS advertises to transport household goods for compensation without the requisite authority from the Commission. Staff presented exhibits documenting MFS's posted advertisements on its website, www.movesforseniors.com, as well as websites for Holiday Touch, LinkedIn, Yelp, and Facebook.
- 7 Ms. Paul further testified that Staff contacted the Company by email on May 5, 2017, using an assumed name to inquire about household goods moving services between two points in Bellevue. MFS responded the next day and offered to provide the requested service. An employee named Susan Osborne quoted a price of \$638 for a 4-hour move that included two men, a truck, and a travel fee.
- 8 Staff recommends the Commission impose the maximum financial penalty of \$5,000 for each of the two violations alleged in the Complaint, for a total penalty of \$10,000. Staff further recommends the Commission suspend a \$5,000 portion of the penalty for two years, and then waive it, subject to the condition that the Company refrains from operating as a household goods carrier in the state of Washington without first obtaining a permit.
- 9 Mr. Pienkowski testified that MFS operates as a moving services broker, not a household goods mover subject to Commission jurisdiction. Mr. Pienkowski explained that customers contact the Company and obtain a quote for a move. MFS subsequently contracts with one of its "licensed and insured moving partners,"¹ and a licensed household goods carrier ultimately conducts the move. Mr. Pienkowski explained that the Company requires its moving partners to provide proof of licensing, which is subsequently verified through the Commission's website. Although Mr. Pienkowski initially denied that MFS has ever partnered with a company that was not permitted by

¹ Pienkowski, TR 84:4-5.

the Commission, he conceded on cross-examination that MFS, has, in fact, worked with unlicensed carriers on multiple occasions.²

- 10 Mr. Pienkowski further explained that MFS, not the consumer, contracts with the household goods carrier. Accordingly, the consumer pays MFS, and the Company subsequently remits payment to the household goods carrier, but retains a portion of the total cost. If a customer files a damage claim, MFS accepts the claim and works with the carrier to resolve it. MFS pays the claim to the consumer then seeks reimbursement from the carrier.
- 11 MFS disputes that Staff obtained a quote for a jurisdictional move on May 5, 2017. Mr. Pienkowski claimed that Ms. Osborne noted the quote was for an “inside pickup and delivery,” which, he testified, meant that the Company would be relocating furniture from one unit to another on the same property. As such, MFS claims that Staff obtained an offer for a move that is not within the Commission’s jurisdiction.
- 12 Finally, Mr. Pienkowski testified that the Company intends to modify its website to more clearly indicate that MFS acts as a liaison between the consumer and the household goods carrier, and clarify that the Company is not the entity that ultimately transports the consumer’s goods.
- 13 In its Petition for Declaratory Order, MFS asserted that 49 U.S.C. §14501(b)(1) preempts Washington from regulating the rates, routes, or services of brokers of property in intrastate commerce. At hearing, the parties agreed to file briefs outlining their respective positions on the issue of whether MFS’s operations as a “household goods broker” are subject to Commission jurisdiction.
- 14 On January 31, 2018, Staff filed a post-hearing brief. Staff argues that federal law does not preempt state law in this context because the relevant provision’s various subsections show that the terms “rates” or “price,” “routes,” and “services” do not include any part of intrastate household goods transportation, including brokerage. As such, Staff recommends the Commission classify MFS as a household goods carrier, order the Company to cease and desist its unlawful operations, and penalize the Company for its conduct.

² *Id.* at 110:18-111:10.

15 Also on January 31, 2018, MFS filed a post-hearing brief. MFS advances the following arguments:

- MFS does not transport household goods, and is therefore not subject to Commission regulation.
- As a broker licensed by the Federal Motor Carrier Safety Administration (FMSCA), Washington has no jurisdiction over the Company's operations.
- Because MFS does not offer or provide household goods moving services, the advertising prohibition in RCW 81.80.074(4)(b) does not apply.
- Nothing in RCW 81.80 prohibits household goods broker services or requires that brokers be licensed.
- The allegation that MFS has violated a restriction on advertising violates the Company's First Amendment right to commercial speech.

The Company included with its brief text from its website, which, effective March 2018, will clarify that MFS “coordinate[s] your services with our network of local and national licensed and insured moving companies.”³

16 Julian Beattie and Jeff Roberson, Assistant Attorneys General, Olympia, Washington, represent Staff.⁴ Andrew D. Shafer, Simburg Ketter Sheppard & Purdy, LLP, Seattle, Washington, represents MFS.

DISCUSSION AND DECISION

1. Applicable Law

17 RCW 81.04.510 authorizes this special proceeding to determine whether MFS is engaging in business or operating as a household goods carrier in Washington without the requisite authority. The statute provides that: “Whether or not any person or corporation is conducting business requiring operating authority, or has performed or is performing any act requiring approval of the commission without securing such approval, shall be a question of fact to be determined by the commission.” The statute places the burden of

³ Exh. A to Pienkowski Declaration.

⁴ In adjudications the Commission's regulatory Staff participates like any other party, while an administrative law judge or the Commissioners make the decision. To assure fairness, the Commissioners and the presiding administrative law judge do not discuss the merits of the proceeding with regulatory staff or any other party without giving notice and opportunity for all parties to participate. *See* RCW 34.05.455.

proof on the Respondent to demonstrate that its acts or operations are not subject to the provisions of RCW Chapter 81.

18 RCW 81.80.010(5) defines “household goods carrier” as “a person who transports for compensation, by motor vehicle within this state, or who advertises, solicits, offers, or enters into an agreement to transport household goods as defined by the commission.” RCW 81.80.075(1) prohibits household goods carriers from operating for compensation in Washington without first obtaining the required permit from the Commission.

19 Upon proof of unauthorized operations, RCW 81.04.510 authorizes the Commission to order the unpermitted company to cease and desist its activities. Additionally, RCW 81.04.110 authorizes the Commission to file a complaint on its own motion setting forth any act or omission by a company that violates any law, or any order or rule of the Commission.

2. Facts and Analysis

20 MFS is as a subsidiary of Transit Systems, Inc., a Pennsylvania-based corporation that markets itself as a “leading provider of shipping and moving services.”⁵ MFS advertises “a wide array of specialized moving services for seniors, their families and organizations serving the senior community.”⁶ The Company’s website advertises the following:

- “Moves for Seniors offers unmatched, top-notch professional services for long distance moving and shipping needs.”
- “[C]ustomers can rely on us to get their items to any destination quickly, safely and hassle free.”
- “We safely ship any of the following: furniture, antiques, large appliances, boxes of any size, house full of items.”
- “We are able to help with the following: ... move and unpack your items in your new home.”

21 MFS’s website allows consumers to request a quote online or by telephone. Once a prospective customer provides an itemized list of their belongings, MFS sends an email quote for the requested service. Although MFS claims that customers receive a second estimate from a licensed carrier prior to the move, the Company did not offer any testimony from its “moving partners” to support its claim. Rather, Mr. Pienkowski

⁵ See www.tsishipping.com.

⁶ Paul, Exh. SP-1 at 17.

sponsored an example of a moving estimate, which lists “Moves for Seniors” as the customer and is signed only by the carrier’s representative.⁷

22 MFS concedes that its customers do not enter into a separate agreement with the household goods carrier that physically moves the customer’s belongings. Rather, MFS enters directly into agreements with consumers to move household goods in Washington for compensation. This conduct is further demonstrated by the Company’s “Local Moving Partner Service Level Agreement,” which includes the following terms:

- “Any customer contacting Moves for Seniors for the purpose of obtaining moving services is a customer of Moves for Seniors and will remit payment directly to Moves for Seniors.”
- “Local Moving Partners are vendors of Moves for Seniors and will be paid for their services directly by Moves for Seniors. Local Moving Partners are prohibited from seeking payment directly from any customer of Moves for Seniors.”
- “Moves for Seniors will contact the Local Moving Partner to provide details and inventory as well as coordinate scheduling of consumer, resident or community moving services.”
- “The Local Moving Partner will provide wholesale pricing and agrees not to disclose or present that pricing to customers of Moves for Seniors. If the Local Moving Partner presents or discloses wholesale pricing to customers of Moves for Seniors that later results in discounts to the customer, a twenty percent (20%) charge will be deducted from the invoice of the Local Moving Partner.”
- “Upon completion of any moving services, the Local Moving Partner will obtain the signature of the customer on the Moves for Seniors work order and submit the signed work order along with an invoice to Moves for Seniors within 24 hours of completion.”⁸

23 Mr. Pienkowski testified that customers receive from the carriers “all required documentation regarding consumer protection and anything else that may be required by the Commission because they are licensed through the Commission to perform these moves.”⁹ This testimony, however, lacks evidentiary support and is contradicted by his

⁷ Pienkowski, Exh. No. CP-13.

⁸ Pienkoski, Exh. No. CP-4.

⁹ Pienkowski, TR 85:20-23.

own admission that the Company has contracted with unlicensed carriers to perform moves on numerous occasions.¹⁰

24 Mr. Pienkowski also misrepresented the Company's fee structure, first testifying on cross-examination that the Company charges "what the mover would charge the customer" with "no up charge."¹¹ On redirect, however, Mr. Pienkowski conceded that MFS retains a portion of the fee, which he represented to be "between 12 and 17 percent."¹² The Company's own exhibit, however, clearly shows that the Company retains a 20 percent commission.¹³ Overall, we find Mr. Pienkowski's testimony is not credible.

25 We conclude that MFS meets the statutory definition of "household goods carrier" because it:

- Advertises, solicits, and offers on its website and social media to transport for compensation, by motor carrier, household goods in the state of Washington; and
- Enters into agreements to transport household goods for compensation in the state of Washington.

26 MFS does not have, nor has it applied for, authority to conduct business as a household goods carrier in Washington. Accordingly, the Company's conduct violates RCW 81.80.010(5) and 81.80.075.

27 The Commission finds on the basis of this evidence that MFS is conducting business that requires Commission approval without the necessary operating authority. The Commission accordingly orders MFS to cease and desist from such conduct, as required by RCW 81.04.510.

3. Affirmative Defenses

28 MFS asserts the following affirmative defenses:

- The moving quote Staff obtained from MFS was for an "inside" move, and was therefore unregulated and should not be subject to a penalty.

¹⁰ Pienkowski, Exh. No. CP-5.

¹¹ Pienkowski, TR 104:4-18.

¹² *Id.* at 110:9.

¹³ Pienkowski, Exh. No. CP-14.

- MFS is not a carrier, and is therefore not subject to Commission jurisdiction, both because Washington law is silent on the regulation of “household goods brokers” and because federal law preempts their regulation by the state.
- Because MFS does not offer household goods moving services, the statutory restriction on advertising does not apply.
- MFS’s advertising is protected commercial speech.

We address each of MFS’s arguments in turn.

- 29 **Alleged Violation for Offering to Perform a Household Goods Move.** Ms. Paul testified at hearing that Rachel Jones, former Commission compliance investigator, requested a quote through MFS’s website for a move between two points in Bellevue, Washington. Three days later, MFS responded to the inquiry and offered to perform the move for \$638. The email indicates that the request was made for a move between two points in Bellevue, but displays neither the origin nor the destination address. The quote includes the following notation: “\$638 is based on a four hour move and include two men, truck and travel fee. This is inside pickup and delivery. If the move goes beyond 4 hours you are charged in 15 minute increments based on hourly rate of \$132.”¹⁴
- 30 Mr. Pienkowski testified that the phrase “inside pickup and delivery” means that “we are relocating furniture from one unit to another within a building.”¹⁵ Ms. Paul testified that she reviewed Ms. Jones’s work, and that Ms. Jones requested a move between two separate addresses in Bellevue, which is both standard for obtaining offers from carriers and required for moves to be jurisdictional to the Commission. We find Ms. Paul’s testimony credible. Unlike Mr. Pienkowski, who neither claimed to have seen the request for a quote nor to have prepared it, Ms. Paul has first-hand knowledge that Ms. Jones requested a move between two separate addresses.
- 31 We also find that the phrase in question is not reasonably susceptible to Mr. Pienkowski’s interpretation. Although poorly worded, the statement is most rationally understood as a clarification that the four hour estimate begins at the time of pick up and concludes at the time of delivery; hence, both pickup and delivery occur “inside” the four hour window. This interpretation is supported by the sentence that follows it, which explains that time in excess of four hours will be billed in 15 minute increments. Accordingly, the evidence

¹⁴ Paul, Exh. No. SP-1 at 31.

¹⁵ Pienkowski, TR 95:9-11.

supports our finding that MFS offered to transport for compensation, by motor carrier, household goods in the state of Washington in violation of RCW 81.80.010(5).

32 **Commission Jurisdiction.** MFS first argues that because it does not transport household goods, it is not a motor carrier subject to regulation by the Commission. We find this argument unpersuasive. As noted above, RCW 81.80.010(5), which defines “household goods carrier” as “a person who transports for compensation, by motor vehicle within this state, or who advertises, solicits, offers, or enters into an agreement to transport household goods as defined by the commission”¹⁶ is written in the disjunctive. Thus, a household goods carrier is either a person who actually transports household goods or one who offers or advertises to provide such service. Because MFS both offers and advertises to transport household goods, its operations meet the statutory definition of “household goods carrier.” Accordingly, MFS’s argument that it is not subject to Commission jurisdiction on this basis fails.

33 MFS next contends that federal law expressly preempts the Commission from regulating the rates, routes, or services MFS offers as a “household goods broker.” Staff counters that the preemption provision on which MFS relies was not intended to preempt state authority to regulate entities like MFS.

34 We need not reach MFS’s legal preemption argument because we find as a matter of fact that the Company does not hold itself out as a “household goods broker.” MFS represents itself on its website as providing both “local and long distance moving services,” and “local moving services in 43 states across the U.S.”¹⁷ Mr. Pienkowski conceded that the word “broker” does not appear anywhere on MFS’s invoices.¹⁸ Moreover, the word “broker” does not appear on the Company’s website, despite the FMCSA requirement that brokers reference in their advertisements their status as a broker that does not transport household goods, but instead arranges for those services.¹⁹

35 Accordingly, we reject MFS’s claim that it operates as a household goods broker. Its operations neither meet the federal requirements for, nor the Commission’s definition of,

¹⁶ Emphasis added.

¹⁷ See www.movesforseniors.com.

¹⁸ Pienkowski, TR 105:12-16.

¹⁹ FMCSA, “Protect Your Move: Movers vs. Brokers” available at <https://www.fmcsa.dot.gov/protect-your-move/movers-vs-brokers>.

a broker.²⁰ Thus, the only matter before us in this proceeding is whether MFS’s conduct meets the statutory definition of a household goods carrier, and we conclude that it does.

36 **Applicability of Restriction on Advertising.** MFS argues that RCW 81.80.075(4)(b), which subjects any person who engages in business as a household goods carrier to penalties of up to \$5,000 per violation, cannot be applied to its advertisements. We disagree. MFS contends that it must first act as household goods carrier before it can be penalized for its advertisements. As discussed above, however, the statutory scheme is the reverse, establishing that any entity that advertises regulated household goods moves is a “household goods carrier.” Accordingly, we find that MFS operates as a household goods carrier by virtue of the fact that it advertises and offers regulated household goods moving services. As such, MFS is subject to the Commission’s restriction on advertising unless and until it obtains a household goods permit.

37 **Commercial Speech Doctrine.** Finally, MFS asserts that Staff’s allegation that the Company has violated RCW 81.80.075(1) by advertising household goods moving services infringes on its First Amendment right to commercial speech.²¹ MFS argues that the Commission must apply the *Central Hudson* factors set out in *Kitsap County v. Mattress Outlet/Gould* to determine whether its “restriction on commercial speech” is permissible.²²

38 In *Central Hudson*, the Supreme Court noted that “[I]n commercial speech cases, then, a four-part analysis has developed. At the outset, we must determine whether the expression is protected by the First Amendment. For commercial speech to come within that provision, it at least must concern lawful activity and not be misleading.”²³ The

²⁰ RCW 81.80.010(3) includes in its definitions of “common carriers” and “contract carriers” “persons engaged in the business of providing, contracting for, or undertaking to provide transportation of property for compensation over the public highways of the state of Washington as brokers or forwarders.” Even if MFS qualified as a “broker” under this statute, it would be subject to the Commission’s jurisdiction as a common carrier or contract carrier. RCW 81.80.070(1). MFS does not qualify as a “broker” under RCW 81.80.010(3), however, because it is not in the business of “providing, contracting for or undertaking to arrange for, transportation of property by two or more common carriers.” WAC 480-12-100(2). The Commission’s definition of brokers is limited to persons conducting such business. See Docket TV-150185, Order 01 ¶¶ 10-11.

²¹ Although we recognize that this argument exceeds the scope of the sole issue the parties agreed to brief – i.e., whether federal law preempts the Commission from regulating MFS – we nevertheless accept the Company’s argument for the purposes of discussion.

²² *Central Hudson Gas & Elec. v. Public Serv. Comm’n* 447 U.S. 557 (1980).

²³ *Central Hudson Gas & Elec. v. Public Serv. Comm’n*, supra, at 566.

remaining *Central Hudson* factors consider whether the government's interest in restricting the speech is substantial, whether the restriction directly and materially serves the asserted interest, and whether the restriction is no more extensive than necessary.²⁴ MFS asserts that all four prongs of the test must be satisfied to justify a restriction on commercial speech. We disagree.

39 As *Central Hudson* makes clear, commercial speech is protected by the First Amendment only when it concerns lawful activities. Because MFS's operations as a household goods carrier without the requisite authority are unlawful, its advertisements are not protected by the First Amendment. Accordingly, our analysis ends there.

4. Penalty

40 Any person who engages in business as a household goods carrier in the state of Washington without the required permit is subject to a penalty of up to five thousand dollars per violation.²⁵ If the basis for the violation is advertising, each advertisement reproduced, broadcast, or displayed via a particular medium constitutes a separate violation.²⁶

41 MFS violated RCW 81.80.075(1) at least once by offering to transport household goods without first having obtained a household goods carrier permit from the Commission. In addition, MFS violated RCW 81.80.075(1) at least once by advertising to transport household goods without first having obtained a household goods carrier permit from the Commission.

42 When deciding the amount of the penalty to be imposed for engaging in business as a household goods carrier without the required permit, the Commission must consider (1) the carrier's willingness to comply with the requirements of RCW 81.80.070 and the Commission's household goods carrier rules; and (2) the carrier's history of compliance with the provisions of RCW 81.80.075.²⁷

43 The facts demonstrate that MFS has been operating in Washington in violation of applicable law. In February 2017, Staff notified MFS that its operations required a permit

²⁴ MFS Brief, p. 11, citing *Kitsap County v. Mattress Outlet/Gould*, 153 Wn.2d 506 at 512 (2005).

²⁵ RCW 81.80.075(4).

²⁶ RCW 81.80.075(4)(a).

²⁷ RCW 81.80.075(4)(b).

issued by the Commission.²⁸ Rather than come into compliance, MFS has continued to insist that its business model is exempt from Commission regulation. The Company has only recently volunteered to change its website to clarify that rather than provide moving services directly, it “coordinate[s] your services with our network of local and national licensed and insured moving companies.”²⁹ As of the date of this Order, that change has not been implemented. Overall, MFS has demonstrated very little ability or willingness to comply with Commission regulations. The Company has a history of approximately one year of non-compliance with Title 81 RCW.

44 At the hearing, Staff recommended the Commission impose a penalty of \$5,000 for each of the two violations alleged in the Complaint, for a total penalty of \$10,000. Staff further recommended the Commission suspend a \$5,000 portion of the penalty for a period of two years, and then waive it, subject to the condition that the Company refrains from operating as a household goods carrier in the state of Washington without first obtaining a permit.

45 The Commission may consider a number of additional factors when determining the level of penalty to impose, including whether the violations were intentional, how harmful the violations are to the public, whether the company was cooperative and responsive in the course of Staff’s investigation, and whether the company promptly corrected the violations once notified.³⁰ Here, MFS continues to operate in violation of applicable laws and, to date, has not yet corrected the violations. Despite its representations to the contrary, MFS has contracted with unlicensed carriers, which presents serious concerns about potential harm to the public.

46 In light of each of the factors discussed above, the Commission finds that MFS should be penalized \$5,000 for each of the violations alleged in the complaint, for total penalty of \$10,000. We conclude that Staff’s recommendation is reasonable and represents a penalty amount consistent with that assessed against similarly-situated companies. Accordingly, we suspend a \$5,000 portion of the penalty for a period of two years, and then waive it, subject to the condition that the Company permanently ceases and desists from operating as a household goods carrier in the state of Washington without first obtaining a permit.

²⁸ Paul, Exh. No. SP-1.

²⁹ Exh. A to Pienkowski Declaration.

³⁰ Docket A-120061, Enforcement Policy for the Washington Utilities and Transportation Commission (January 7, 2013).

FINDINGS AND CONCLUSIONS

- 47 (1) The Commission is an agency of the state of Washington vested by statute with authority to regulate persons engaged in the business of transporting household goods for compensation over public roads in Washington.
- 48 (2) The Commission has jurisdiction over the subject matter of this proceeding and over MFS.
- 49 (3) On at least two occasions, MFS has advertised, solicited, or offered to transport household goods for compensation within the state of Washington without first having obtained a household goods carrier permit from the Commission, in violation of RCW 81.80.075.
- 50 (4) MFS has not obtained or applied for a permit from the Commission authorizing the Company to conduct business as a household goods carrier.
- 51 (5) Under RCW 81.80.075(1), it is unlawful to operate as a household goods carrier in Washington without first obtaining the required permit from the Commission. Any person who engages in business as a household goods carrier without the required permit is subject to a penalty of up to \$5,000 per violation under RCW 81.80.075(4).
- 52 (6) Upon proof of unauthorized operations, RCW 81.04.510 authorizes the Commission to order an unpermitted household goods carrier to cease and desist its activities. MFS should be directed to cease and desist from providing household goods carrier services over public roads in Washington as required by RCW 81.04.510.
- 53 (7) MFS should be penalized \$10,000 for two violations of RCW 81.80.075, a \$5,000 portion of which should be suspended for a period of two years, and then waived, provided the Company ceases and desists from operating as a household goods carrier without first obtaining the required permit from the Commission. The Company should pay the remaining \$5,000 portion of the penalty no later than 10 days from the effective date of this Order.

ORDER

THE COMMISSION ORDERS:

- 54 (1) Transit Systems, Inc. d/b/a Moves for Seniors is classified as a household goods carrier within the state of Washington.
- 55 (2) Transit Systems, Inc. d/b/a Moves for Seniors is ordered to immediately and permanently cease and desist operations as a household goods carrier within the state of Washington without first obtaining a permit from the Commission.
- 56 (3) Transit Systems, Inc. d/b/a Moves for Seniors is assessed a penalty of \$10,000. A \$5,000 portion of the penalty is suspended for a period of two years from the date of this Initial Order, and waived thereafter, provided Transit Systems, Inc. d/b/a Moves for Seniors ceases and desists from further operations as a household goods carrier in the state of Washington without first obtaining the required permit from the Commission. Transit Systems, Inc. d/b/a Moves for Seniors must pay the remaining \$5,000 penalty no later than 10 days from the effective date of this Order.
- 57 (4) The Commission retains jurisdiction over the subject matter and the parties to this proceeding to effectuate the terms of this Order.

DATED at Olympia, Washington, and effective February 13, 2018.

RAYNE PEARSON
Administrative Law Judge

NOTICE TO THE PARTIES

This is an Initial Order. The action proposed in this Initial Order is not yet effective. If you disagree with this Initial Order and want the Commission to consider your comments, you must take specific action within the time limits outlined below. If you agree with this Initial Order, and you would like the Order to become final before the time limits expire, you may send a letter to the Commission, waiving your right to petition for administrative review.

WAC 480-07-610(7) provides that any party to this proceeding has twenty-one (21) days after the entry of this Initial Order to file a *Petition for Review*. What must be included in any Petition and other requirements for a Petition are stated in WAC 480-07-610(7)(b). WAC 480-07-610(7)(c) states that any party may file an *Response* to a Petition for review within seven (7) days after service of the Petition.

WAC 480-07-830 provides that before entry of a Final Order any party may file a Petition to Reopen a contested proceeding to permit receipt of evidence essential to a decision, but unavailable and not reasonably discoverable at the time of hearing, or for other good and sufficient cause. No Answer to a Petition to Reopen will be accepted for filing absent express notice by the Commission calling for such answer.

RCW 80.01.060(3) provides that an Initial Order will become final without further Commission action if no party seeks administrative review of the Initial Order and if the Commission fails to exercise administrative review on its own motion.

Any Petition or Response must be electronically filed through the Commission's web portal as required by WAC 480-07-140(5). Any Petition or Response filed must also be electronically served on each party of record as required by WAC 480-07-140(1)(b).