

**WASHINGTON UTILITIES AND TRANSPORTATION
COMMISSION**

**STAFF AUDIT
OF THE BUSINESS PRACTICES OF**

**ADVANCE RELOCATION EXPERT, LLC
d/b/a A.R.E.**

f.k.a. Northwest Relocating Systems, LLC

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PURPOSE, SCOPE, AND AUTHORITY

Purpose

The purpose of this audit is for the Washington Utilities and Transportation Commission (Commission) to review company records, policies, processes, and complaints filed by customers of Advance Relocation Expert, LLC, d/b/a A.R.E., f/k/a Northwest Relocating Systems, LLC (Advance Relocation). Staff used the audit information to evaluate the company's business practices and to determine how those practices comply with Commission laws and rules relating to household goods carriers.

Scope

The scope of the investigation includes Advance Relocation's business practices as reflected in customer complaints, in records requested from the company, and in company records on file with the Commission. Staff reviewed Advance Relocation's records and evaluated the company's business practices for compliance with the household goods carrier rules. Staff also reviewed three customer complaints filed with the Commission against Advance Relocation between July 2002 and December 2004.

Authority

Staff undertakes this audit under the authority of the Revised Code of Washington (RCW) 80.01.040(3). In addition, RCW 80.04.070 makes it clear that the Commission is authorized to conduct such an audit.¹

¹ See Appendix A for the text of all pertinent laws, rules, and the tariff.

AUDIT SUMMARY

In June 2004, Business Practices Investigations Staff began an audit of Advance Relocation's business practices. After conducting the audit, Staff found Advance Relocation is not in compliance with each of the following state laws, Commission rules, or tariff requirements:

- RCW 81.80.357 and WAC 480-15-610, which require a carrier to list its permit number in every means of advertisement and correspondence showing the carrier's name or address.
- WAC 480-15-490(5), which requires that all household goods carriers charge the rates and charges and comply with the rules contained in the tariff unless the Commission has approved, in writing, deviations from the tariff.
- WAC 480-15-650(2)(d), which requires that the complete physical address of the origin, destination, and any intermediate stops of the proposed shipment be listed on the written estimate.
- WAC 480-15-650(2)(e), which requires that the total mileage between the origin and destination, including any intermediate stops, be listed on the written estimate.
- WAC 480-15-650(2)(h), which requires that a list of articles upon which the estimate is based (inventory) be included on a written estimate.
- WAC 480-15-650(2)(i), which requires the estimated cubic footage for each article in the estimate.
- WAC 480-15-650(3), which requires that a customer sign the written estimate.
- WAC 480-15-730, which requires carriers to use the bill of lading format shown in the published tariff.
- WAC 480-15-740, which requires carriers to fill out the bill of lading listing specific information necessary to bill the customer the correct rates and charges.
- WAC 480-15-740(3), which requires the exact address at which the shipment, or any part of that shipment, was loaded or unloaded be listed on the bill of lading.
- Tariff 15-A, Item 85(7)(e)(x), which requires a remarks section on the written estimate to be used for special instructions or agreements between the carrier and the customer.
- Tariff 15-A, Item 95(2)(c), which requires the exact name, address, and telephone number of the consignee (i.e., the person accepting the goods at the delivery).
- Tariff 15-A, Item 95(2)(d), which requires the exact location of the origin pickup point, any split pickups, stops to partially load or unload, and the final destination point of the shipment be listed on the bill of lading.
- Tariff 15-A, Item 95(2)(k), which requires the amount and type of any charges assessed be listed on the bill of lading and requires that each charge be fully described.

- Tariff 15-A, Item 95(2)(1), which requires that each accessorial charge performed and the charge for that service be shown as a separate line item on the bill of lading.
- Tariff 15-A, Item 110, which requires carriers to use the Rand McNally Mileage Guide to determine mileage.
- Tariff 15-A, Item 225, which lists fees to be added to the customer's total charge for new or used containers for hourly-rated moves.
- Tariff 15-A, Item 230(4), which requires that on hourly-rated moves, time must be recorded to the nearest increment of 15 minutes, requires the carrier's employees to record breaks and interruptions, and requires that the customer not be charged for those breaks and/or interruptions.
- Tariff 15-A, Item 230(5), which requires that the minimum charge for a shipment moving under hourly rates is one hour.

Staff recommends the Commission take no formal action at this time to sanction the company. Instead, Staff recommends that Advance Relocation provide the Commission with a compliance plan describing how the company plans change its practices and then follow up on those changes.

BACKGROUND

Introduction

This audit is part of the Commission's broad review of the records and business practices of household goods moving companies operating inside Washington State. The focus of the audit is on RCW 81.80, WAC 480-15, and Tariff 15-A, which detail the requirements for the business practices of household goods moving companies.

Company Information

Advance Relocation, f/k/a Northwest Relocating Systems, LLC, was granted temporary household goods carrier authority in November 2001. The company was issued permanent authority in July 2002. Advance Relocation is headquartered in Seattle, Washington, with an additional location in Tacoma. Kenneth R. Thompson is listed as president of the company. For 2003, Advance Relocation reported gross intrastate operating revenues of approximately \$108,000.

Commission Contact with the Company

On March 18, 2002, and May 21, 2002, Commission Compliance Staff Leon Macomber met with Mr. Thompson, due to the provisional status of Advance Relocation's household goods carrier permit, to provide technical assistance to the company on how to comply with Commission rules and requirements. Mr. Macomber provided the company with specific forms and information and reviewed the Commission's Household Goods Technical Assistance and Records Review Checklist, which cover the requirements of WAC 480-15 and Tariff 15-A.²

Data Request

Compliance Specialist Dennis Shutler of the Commission's Business Practices Investigations section began an audit of the company's business practices in June 2004.

As a part of Staff's audit, on June 3, 2004, the Commission sent Advance Relocation a data request asking the company to furnish Staff with information regarding its customer records.³ On July 7, 2004, Mr. Thompson requested an extension to the deadline to file the records requested by the Commission. Staff granted an extension to July 16, 2004.

On July 13, 2004, the Commission received a response from Mr. Thompson to the Commission's data request on behalf of Advance Relocation⁴.

² See Appendix B

³ See Appendix C

⁴ See Appendix D

Staff determined that additional records and information were necessary to complete its review into the business practices of the company. On August 17, 2004, Staff sent a supplemental data request to Advance Relocation requesting additional records, with a due date of September 3, 2004.⁵

As of September 13, 2004, Advance Relocation had not responded to Staff's data request. Staff contacted Mr. Thompson, who stated that he had never received the supplemental data request. On September 13, 2004, Staff again sent the supplemental data request to Mr. Thompson, with a new due date of September 28, 2004.⁶

Mr. Thompson responded on September 22, 2004, stating that he did not have the requested records as they had been destroyed.⁷

Compliance With Commission Rules

In January 2005, due to a change in staff, responsibility for completing the audit was transferred to Betty Young, another Compliance Specialist in the Business Practices Section.

As part of the audit, Staff reviewed three customer complaints filed against Advance Relocation from July 2002 through December 2004, the documents received in response to the data requests, and company documents on file with the Commission.

The following audit results indicate Advance Relocation's compliance status with Commission statutes and rules.

⁵ See Appendix E

⁶ See Appendix F

⁷ See Appendix G

GENERAL BUSINESS PRACTICES

Advertising and Correspondence

RCW 81.80.357 and WAC 480-15-610 require a carrier to list its permit number in every means of advertisement and correspondence showing the carrier's name or address.

Findings

The company is not in compliance. Advance Relocation's permit number was not listed on company letterhead sent to Commission.⁸

Compliance Staff Leon Macomber provided Advance Relocation with technical assistance on the requirements of WAC 480-15-610 on March 18, 2002, and May 21, 2002.⁹

Recommendation

Advance Relocation must list its permit number in every means of advertisement and correspondence showing the carrier's name or address.

⁸ See Appendices D and G

⁹ See Appendix B

ESTIMATES - FORMAT

RCW 81.80.132 requires that when a carrier gives an estimate of charges for services in transporting household goods, the carrier will endeavor to accurately reflect the actual charges. WAC 480-15-650 defines when a carrier may provide an estimate, describes specific information required on a written estimate, and defines the retention period for estimates. Item 85 in Tariff 15-A describes additional information required in a written estimate.

On March 18, 2002, although Advance Relocation had not issued any written estimates at that point, Compliance Staff Leon Macomber provided Advance Relocation with technical assistance on the requirements of WAC 480-15-650. Mr. Macomber also verified that the company had a current copy of Tariff 15-A.¹⁰

The written estimate forms used by Advance Relocation appear to contain the required elements in the rule and the tariff, with the exception of the items listed below.

Remarks Section

Item 85(7)(e)(x) requires a remarks section on the written estimate. Companies use this area for special instructions or agreements between the carrier and the customer.

Findings

The company is not in compliance. Advance Relocation's written estimate form does not include a remarks section.

Recommendation

Advance Relocation must revise the written estimate form to include the required section for remarks.

¹⁰ See Appendix B

ESTIMATES - COMPLETION

RCW 81.80.132 requires that when a carrier gives an estimate of charges for services in carrying household goods, the carrier will endeavor to accurately reflect the actual charges. WAC 480-15-650 defines when a carrier may provide an estimate, describes specific information required on a written estimate, and defines the retention period for estimates. Tariff 15-A, Item 85, describes additional information required in a written estimate.

On March 18, 2002, although Advance Relocation had not issued any written estimates at that point, Compliance Staff Leon Macomber provided Advance Relocation with technical assistance on the requirements of WAC 480-15-650. Mr. Macomber also verified that the company had a current copy of Tariff 15-A.¹¹

In response to the Commission's data request, Advance Relocation provided a copy of one written, non-binding estimate. The written, non-binding estimate form used by Advance Relocation appears to be completed according to the requirements in the rule and the tariff, with the exception of the items listed below.¹²

Origin/Destination Addresses

WAC 480-15-650(2)(d) requires that the complete physical address of the origin, destination, and any intermediate stops of the proposed shipment be listed on the written estimate.

Findings

The company is not in compliance. On the written estimate provided by Advance Relocation, the destination address is incomplete.

Recommendation

Advance Relocation, on the written estimate, must include the complete physical address of the origin, destination, and any intermediate stops of the proposed shipment.

Total Mileage

WAC 480-15-650(2)(e) requires that the total mileage between the origin and destination, including any intermediate stops, be listed on the written estimate.

¹¹ See Appendix B

¹² Note: Staff is unable to determine if the company's binding estimate form meets the requirements in the rule and tariff, as no binding estimate forms were provided in response to the data request.

Findings

The company is not in compliance. The written estimate provided by Advance Relocation did not contain total mileage as required.

Recommendation

Advance Relocation, on the written estimate, must include the total mileage between the origin and destination, including any intermediate stops.

Inventory

WAC 480-15-650(2)(h) requires that a list of articles upon which the estimate is based (inventory) be included on a written estimate. WAC 480-15-650(2)(i) requires the estimated cubic footage for each article.

Findings

The company is not in compliance. Advance Relocation did not provide an inventory sheet for the written estimate.

Recommendation

Advance Relocation, on the written estimate, must include a list of articles upon which the estimate is based (inventory) with the estimated cubic footage for each article.

Customer Signature

WAC 480-15-650(3) requires that a customer sign the written estimate.

Findings

The company is not in compliance. The written estimate provided by Advance Relocation is not signed by the customer.

Recommendation

Advance Relocation must require the customer to sign the written estimate.

BILLS OF LADING - COMPLETION

WAC 480-15-490(5) requires that all household goods carriers charge the rates and charges and comply with the rules contained in the tariff unless the Commission has approved, in writing, deviations from the tariff. WAC 480-15-730 requires carriers to use the bill of lading format shown in the published tariff. WAC 480-15-740 requires the company to fill out the bill of lading listing specific information necessary to bill the customer the correct rates and charges. Tariff 15-A, Item 95, requires the carrier to properly complete and issue a bill of lading for each shipment of household goods transported.

On March 18, 2002, Compliance Staff Leon Macomber provided Advance Relocation with technical assistance on the requirements of WAC 480-15-490, WAC 480-15-730, and WAC 480-15-740. Mr. Macomber also verified that the company had a current copy of Tariff 15-A.¹³

In response to the data request, Advance Relocation provided copies of 14 bills of lading for intrastate residential moves. The bills of lading appear to be completed to the extent that they meet the requirements in the rules and the tariff, with the exception of the item listed below.

Name of Consignee

Item 95(2)(c) requires the exact name, address, and telephone number of the consignee (i.e., the person accepting the goods at the delivery).

Findings

The company is not in compliance consistently. On nine of the 14 bills of lading provided by Advance Relocation, the consignee's name is not filled in.

Recommendation

Advance Relocation, on the bill of lading, must ensure that the name of the consignee is listed.

¹³ See Appendix B

BILLS OF LADING - RATES AND CHARGES HOURLY-RATED MOVES

WAC 480-15-490(5) requires that all household goods carriers charge the rates and charges and comply with the rules contained in the tariff unless the Commission has approved, in writing, deviations from the tariff. WAC 480-15-490(5) requires that household goods carriers charge the rates and charges contained in the tariff unless the Commission has approved deviations from the tariff. WAC 480-15-740 requires the company to fill out the bill of lading listing specific information necessary to bill the customer the correct rates and charges. Tariff 15-A, Item 95, describes all items required on a bill of lading. Item 225 lists fees for containers. Item 230 describes the requirements for hourly rates.

On March 18, 2002, Compliance Staff Leon Macomber provided Advance Relocation with technical assistance on the requirements of WAC 480-15-490 and WAC 480-15-740. Mr. Macomber also verified that the company had a current copy of Tariff 15-A.¹⁴

In response to the data request, Advance Relocation provided copies of 14 bills of lading for intrastate residential customer moves. All of the bills of lading appear to be for hourly-rated moves. The bills of lading appear to be completed to the extent that they meet the requirements in the rules and the tariff, with the exception of the items listed below.

Rates and Charges

WAC 480-15-490(5) requires that household goods carriers charge the rates and charges contained in the tariff unless the Commission has approved deviations from the tariff. WAC 480-15-740 requires the company to fill out the bill of lading listing specific information necessary to bill the customer the correct rates and charges. Item 95(2)(k) requires the amount and type of any charges assessed be listed on the bill of lading and requires that each charge be fully described. Item 95(2)(l) requires that each accessorial charge performed and the charge for that service be shown as a separate line item on the bill of lading.

Findings

The company does not appear to be in full compliance. Advance Relocation must list all of the information necessary to bill the customer correct rates and charges on the bill of lading.

¹⁴ See Appendix B

On six of the 14 bills of lading, the company listed charges of various amounts and identified the charges as "s. charge," "s. ch.," "s. chg.," or "swc." In five of these six bills of lading, the company listed these charges in the section of the bill of lading titled, "Details of packing and packing materials." Staff is unable to determine what the charges are for, as the company did not fully describe the charges on the bill of lading.

On four of the 14 bills of lading, the company listed charges but provided no description of the charge. Staff is unable to determine what the charges are for, as the company did not describe the charges on the bill of lading.

Additionally, on nine of the 14 bills of lading where the charges were not fully described, the charges calculate to approximately 8.9% of the cost of the move. Coincidentally, 8.9% is the sales tax rate for King County and these moves took place in King County. Advance Relocation has been informed on several occasions that it may not charge sales tax. Compliance Staff Leon Macomber provided technical assistance to Advance Relocation on March 18, 2002, and on May 21, 2002, regarding the company's practice of charging sales tax.¹⁵

On seven of the 14 bills of lading, the company did not correctly calculate the charges it listed on the bill of lading and the total amount charged appears to be incorrect.

On one of the 14 bills of lading, the company charged a "reschedule fee" of \$30.00. A reschedule fee is not an approved charge in the tariff and Advance Relocation may not charge it.

On one of the 14 bills of lading, the company charged \$25.00 for an extra pickup/delivery. This is not an approved charge in the tariff. Advance Relocation has been informed on several occasions that it may not charge for an extra stop. Compliance Staff Leon Macomber provided technical assistance to Advance Relocation on March 18, 2002, and on May 21, 2002, regarding the company's practice of charging for extra stops on a move.¹⁶

Recommendations

Advance Relocation, on the bill of lading, must charge the rates and charges contained in the tariff unless the Commission has approved deviations from the tariff.

¹⁵ See Appendix B. Note: WAC 480-15-330 is referenced regarding hourly rates in Mr. Macomber's report. This is a typographical error and should reference WAC 480-15-490.

¹⁶ See Appendix B. Note: WAC 480-15-330 is referenced regarding hourly rates in Mr. Macomber's report. This is a typographical error and should reference WAC 480-15-490.

Advance Relocation, on the bill of lading, must list specific information necessary to bill the customer the correct rates and charges.

Advance Relocation, on the bill of lading, must list the amount and type of any charges assessed and must fully describe each charge.

Advance Relocation, on the bill of lading, must show each accessorial charge performed as a separate line item and the charge for that service.

Advance Relocation, on the bill of lading, must not charge for items such as sales tax, reschedule fees, or extra pickups or deliveries.

Location

WAC 480-15-740(3) requires the exact address at which the shipment, or any part of that shipment, was loaded or unloaded. Item 95(2)(d) requires the exact location of the origin pickup point, any split pickups, stops to partially load or unload, and the final destination point of the shipment.

Findings

The company is not in compliance consistently. Eleven of the 14 bills of lading did not include the exact location of the final destination point of the shipment. The exact address of the shipment is required in order for Advance Relocation to determine appropriate rates and charges.

Advance Relocation has been informed by Commission Staff on at least three occasions that it must list the destination address on bills of lading. Compliance Staff Leon Macomber provided technical assistance to Advance Relocation on March 18, 2002, and on May 21, 2002, regarding the company's practice of not listing destination addresses on bills of lading.¹⁷ Advance Relocation was provided additional technical assistance on this issue during a consumer complaint on October 20, 2003.¹⁸ Consumer Affairs Staff Roger Kouchi noted a violation of WAC 480-15-740(3) for no destination address on the bill of lading.

Additionally, one of the 14 bills of lading included a charge for an extra pickup or delivery, however the exact location of the extra pickup or stop was not listed.

¹⁷ See Appendix B

¹⁸ Consumer complaint #84432. See Appendix H for the complete text of the complaint.

Recommendation

Advance Relocation, on the bill of lading, must list the exact address at which the shipment, or any part of that shipment, was loaded or unloaded.

Container Charges

Item 225 lists fees to be added to the customer's total charge for new or used containers for hourly-rated moves.

Findings

The company is not in compliance consistently. On one of the 14 bills of lading, a price listed by Advance Relocation was above the maximum charge for containers listed in the tariff. The correct fees must be used in order for Advance Relocation to determine appropriate rates and charges. The following table indicates where the charge was not in compliance.

Hourly Moves			
Container	Tariff Price per Container		Charge on Bill of Lading
	Minimum	Maximum	
Cartons: Wardrobe Carton	\$7.56	\$12.60	\$13.00

Additionally, the company charged for items such as tape and shrink-wrap. These are not approved charges in the tariff and Advance Relocation may not charge for these items.

Recommendations

Advance Relocation, on the bill of lading, must only charge fees for new or used containers as listed in the tariff.

Advance Relocation must not charge for items not listed in the tariff, such as tape and shrink-wrap.

Recording Time

Item 230(4) requires that time be recorded to the nearest increment of 15 minutes. The carrier must require its employees to record breaks and interruptions and customers must not be charged for those breaks and interruptions.

Findings

The company is not in compliance consistently. On one of the 14 hourly-rated bills of lading, Advance Relocation did not record the stop time for the move. The correct time must be recorded and calculated in order to determine proper rates and charges.

Additionally, none of bills of lading submitted by Advance Relocation reflected any breaks or interruptions for workers during the moves. In the supplemental data request, Staff requested a detailed record of start times, stop times, and any break times, lunch times, or other interruptions, for each employee who worked on the moves listed in the data request. Advance Relocation stated it did not have these records.

Standards of Labor set forth by the state Department of Labor and Industries (L&I) require rest periods for all employees for each four hours of working time. Additionally, no employee can be required to work more than five consecutive hours without a meal period, or more than three consecutive hours without a rest period. In the bills of lading provided to Staff, there were five moves that lasted from five to more than nine hours where the movers recorded no breaks or interruptions at all. Advance Relocation was provided technical assistance on this issue during a consumer complaint on September 24, 2002.¹⁹ Consumer Affairs Staff Roger Kouchi informed the company that state law requires employees to have rest periods. Advance Relocation is urged to contact L&I's Employment Standards Section for more detailed information (1-800-547-8367).

Recommendation

Advance Relocation, on the bill of lading, must require its employees to record breaks and interruptions, and customers must not be charged for those breaks and interruptions.

Minimum Charge

Item 230(5) states that the minimum charge for a shipment moving under hourly rates is one hour.

Findings

The company is not in compliance. Advance Relocation appears to charge a two-to-three-hour minimum. Seven of the 14 bills of lading provided to Staff show a notation stating, "2 Hrs Min;" three of the bills show a notation stating, "3 Hrs Min."

Recommendation

Advance Relocation must charge a one-hour minimum on hourly-rated moves.

¹⁹ Consumer complaint #77700. See Appendix H for the complete text of the complaint.

BILLS OF LADING - RATES AND CHARGES MILEAGE-RATED MOVES

In response to the data request, Advance Relocation did not provide copies of any mileage-rated moves.

Mileage Guide

Tariff 15-A, Item 110, requires carriers to use the Rand McNally Mileage Guide to determine mileage.

Findings

The company is not in compliance. In the data request, Advance Relocation was asked to provide the name of the mileage guide used for mileage-rated moves. Advance Relocation stated that it uses Tariff 15-A as a mileage guide.²⁰ Tariff 15-A is not a mileage guide.

Recommendation

Advance Relocation must use the Rand McNally Mileage Guide to determine mileage for mileage-rated moves.

²⁰ See Appendix D.

SUMMARY OF RECOMMENDATIONS

Advance Relocation must list its permit number in every means of advertisement and correspondence showing the carrier's name or address.

Advance Relocation must revise the written estimate form to include the required section for remarks.

Advance Relocation, on the written estimate, must include the total mileage between the origin and destination, including any intermediate stops.

Advance Relocation, on the written estimate, must include a list of articles upon which the estimate is based (inventory) with the estimated cubic footage for each article.

Advance Relocation must require the customer to sign the written estimate.

Advance Relocation, on the bill of lading, must ensure that the name of the consignee is listed.

Advance Relocation, on the bill of lading, must charge the rates and charges contained in the tariff unless the Commission has approved deviations from the tariff.

Advance Relocation, on the bill of lading, must list specific information necessary to bill the customer the correct rates and charges.

Advance Relocation, on the bill of lading, must list the amount and type of any charges assessed and must fully describe each charge.

Advance Relocation, on the bill of lading, must show each accessorial charge performed as a separate line item and the charge for that service.

Advance Relocation, on the bill of lading, must not charge for items such as sales tax, reschedule fees, or extra pickups or deliveries.

Advance Relocation, on the bill of lading, must list the exact address at which the shipment, or any part of that shipment, was loaded or unloaded.

Advance Relocation must only charge fees for new or used containers as listed in the tariff.

Advance Relocation must not charge for items not listed in the tariff, such as tape and shrink-wrap.

Advance Relocation, on the bill of lading, must require its employees to record breaks and interruptions, and customers must not be charged for those breaks and interruptions.

Advance Relocation must charge a one-hour minimum on hourly-rated moves.

Advance Relocation must use the Rand McNally Mileage Guide to determine mileage for mileage-rated moves.

APPENDIX A

RCW 80.01.040(3) General powers and duties of commission. The utilities and transportation commission shall:

(3) Regulate in the public interest, as provided by the public service laws, the rates, services, facilities, and practices of all persons engaging within this state in the business of supplying any utility service or commodity to the public for compensation, and related activities; including, but not limited to, electrical companies, gas companies, irrigation companies, telecommunications companies, and water companies.

[1985 c 450 § 10; 1961 c 14 § [80.01.040](#). Prior: (i) 1949 c 117 § 3; Rem. Supp. 1949 § 10964-115-3. (ii) 1945 c 267 § 5; Rem. Supp. 1945 § 10459-5. (iii) 1945 c 267 § 6; Rem. Supp. 1945 § 10459-6. Formerly RCW [43.53.050](#).]

RCW 80.04.070 - Inspection of books, papers, and documents. The commission and each commissioner, or any person employed by the commission, shall have the right, at any and all times, to inspect the accounts, books, papers and documents of any public service company, and the commission, or any commissioner, may examine under oath any officer, agent or employee of such public service company in relation thereto, and with reference to the affairs of such company: PROVIDED, That any person other than a commissioner who shall make any such demand shall produce his authority from the commission to make such inspection.

[1961 c 14 § [80.04.070](#). Prior: 1911 c 117 § 77; RRS § 10415.]

RCW 81.80.357 - Advertising -- Household goods -- Permit number required -- Penalty. - (1) No person in the business of transporting household goods as defined by the commission in intrastate commerce shall advertise without listing the carrier's Washington utilities and transportation commission permit number in the advertisement.

(2) As of June 9, 1994, all advertising, contracts, correspondence, cards, signs, posters, papers, and documents which show a household goods motor carrier name or address shall show the carrier's Washington utilities and transportation commission permit number. The alphabetized listing of household good[s] motor carriers appearing in the advertising sections of telephone books or other directories and all advertising that shows the carrier's name or address shall show the carrier's current Washington utilities and transportation commission permit number.

(3) Advertising by electronic transmission need not contain the carrier's Washington utilities and transportation commission permit number if the carrier provides it to the person selling the advertisement and it is recorded in the advertising contract.

(4) No person shall falsify a Washington utilities and transportation commission permit number or use a false or inaccurate Washington utilities and transportation commission permit number in connection with any solicitation or identification as an authorized household goods motor carrier.

(5) If, upon investigation, the commission determines that a motor carrier or person acting in the capacity of a motor carrier has violated this section, the commission may issue a penalty not to exceed five hundred dollars for every violation.

[1994 c 168 § 1.]

WAC 480-15-490 Tariff and rates, general. (1) **What is a tariff?** A tariff is a publication containing the rates and charges that household goods carriers must assess on shipments of household goods, including rules that govern how rates and charges are assessed.

(2) **How are tariff rates and charges established?**

(a) Pursuant to RCW [81.80.130](#) and [81.80.150](#), the commission publishes tariffs to be used by all household goods carriers, or allows household goods carriers to file individual tariffs if the commission finds it is impractical to publish tariffs for certain commodities or services. The commission determines the rates and charges contained in the tariffs by commission order following notice and hearing. Under RCW [81.80.130](#), the commission must set fair, just, reasonable, and sufficient rates and charges. The commission will do this by setting minimum and maximum rates.

(b) Upon the effective date of these rules, and continuing until such time as the commission, after notice and hearing, determines a different rate level, household goods carriers must assess rates and charges within a band.

(i) The maximum rates and charges must be no more than twenty percent above the rates and charges as published by the commission in Tariff 15A in effect on February 1, 2000.

(ii) The maximum rates and charges established in (b)(i) of this subsection will be adjusted each June 1, through 2005, by an index calculated using the first-quarter implicit price deflator (IPD) of the gross domestic product as follows:

Index for Current Year = IPD for Previous Year First Quarter / IPD for Current Year First Quarter

Example: Using the following data:

IPD for Previous Year First Quarter	102.35
IPD for Current Year First Quarter	103.83

Index for Current Year is calculated as follows:

IPD for Current Year First Quarter	103.83
Divided by IPD for Previous Year First Quarter	102.35
Equals Index for Current Year	= 1.0145

Maximum Rate or Charge is calculated as follows:

Maximum Rate for Previous Year	\$ 100.00
Multiplied by Index for Current Year	x 1.0145
Equals the Maximum Rate for Current Year	= \$ 101.45

Round the maximum rate to the next \$.01, with \$.005 and greater rounded up and less than \$.005 rounded down.
Mileage rates are rounded to the next \$.0001.

(iii) The minimum rate or charge is fixed at no less than forty percent below the maximum rate or charge established in (b)(i) of this subsection.

(3) **Who must have tariffs?** Each person holding household goods permit authority must purchase and display at least one copy of the current tariff, and pay applicable tariff maintenance fees. Any interested person may purchase a copy by paying the applicable fees in advance.

(4) **Where must a household goods carrier display its tariffs?** A household goods carrier must display a current copy of the tariff in its main office and in each billing office.

(5) **Who must charge rates contained in the tariff?** All household goods carriers must charge the rates

and charges, and comply with the rules contained, in the tariff unless the commission has approved, in writing, deviations from the tariff.

(6) **Is the tariff the only publication a household goods carrier needs to use to determine rates?** The commission may adopt other publications that will be used to assess rates. If we do, we will notify tariff subscribers of the change.

(7) **Where may the public view tariffs?** Tariffs are public documents and you must make them available for the public by posting copies at your main office and any billing office. Tariffs are also available for review at our headquarters office.

(8) **How much does a tariff cost?** The cost of tariffs may change periodically depending on our costs for compiling, printing, distributing, and maintaining them. To find out the current cost, you may contact the commission as described in WAC [480-15-060](#).

(9) **Are copies of current or expired tariff pages available?** The commission will supply you with current or expired single tariff pages upon request. Copies of entire expired tariffs, or entire tariffs applicable on a specific date in the past, generally are not available.

[Statutory Authority: RCW [81.04.160](#), [81.04.250](#), [81.28.040](#), [81.80.090](#), [81.80.120](#), [81.80.130](#), [81.80.290](#), [81.80.211](#), and [80.01.040](#). 00-14-010 (General Order No. R-471, Docket No. TV-991559), § 480-15-490, filed 6/27/00, effective 7/28/00. Statutory Authority: RCW [81.04.160](#) and [80.01.040](#). [99-01-077](#) (Order R-454, Docket No. TV-971477), § 480-15-490, filed 12/15/98, effective 1/15/99.]

WAC 480-15-610 What are my responsibilities regarding advertising? (1) You must include your permit number in any advertising of your household goods moving services. Advertising includes, but is not limited to, reference to your services on your vehicles, equipment, and in telephone books, internet, contracts, correspondence, cards, signs, posters, newspapers, and documents which show your name and address.

(2) You may only advertise services authorized by your permit.

(3) You may advertise services you provide as an agent of, or connecting carrier to, another household goods carrier if you include the name and permit number of the other household goods carrier in your advertising.

(4) You must not advertise services or rates and charges that conflict with those in the tariff.

(5) If you violate these advertising rules we may assess a penalty of up to five hundred dollars for each violation, or initiate other administrative action. See WAC [480-15-130](#)(3).

[Statutory Authority: RCW [81.04.160](#) and [80.01.040](#). [99-01-077](#) (Order R-454, Docket No. TV-971477), § 480-15-610, filed 12/15/98, effective 1/15/99.]

WAC 480-15-650 Form of estimates. (1) **When must a household goods carrier provide a written estimate?** If a customer requests an estimate, you must provide a written estimate only after you, or your representative, have visually inspected the goods to be shipped.

(2) **What must a household goods carrier include on a written estimate?** Your written estimate must include the following information:

(a) The name, address and telephone number of the household goods carrier who will perform the service;

(b) The name, company affiliation, title and telephone number of the person preparing the estimate;

(c) The name of the customer and the receiver of the goods;

(d) The complete physical address of the origin, destination and any intermediate stops of the proposed movement;

(e) The total mileage between the origin and destination, including any intermediate stops;

(f) The rates on which the estimated charges will be based;

- (g) A list of the articles upon which the estimate is based (inventory);
- (h) The estimated cubic footage for each article;
- (i) The estimated total weight of the shipment, based upon a formula of not less than seven pounds per cubic foot (example: A box one foot by one foot by one foot = seven pounds);
- (j) An itemized statement of all known accessorial services to be performed, articles supplied, and their charges;
- (k) An estimate of the total charges, including transportation and accessorial charges;
- (l) A printed statement on the first page of a nonbinding estimate, in contrasting lettering, and not less than eight-point bold or full-faced type, as follows:

IMPORTANT NOTICE

This nonbinding estimate covers only the articles and services listed. It is not a warranty or representation that the actual charges will not exceed the amount of the estimate. If you request additional services to complete the move or add articles to the inventory attached to this estimate, the household goods mover must prepare a supplemental estimate which will change the amount of the original estimate and may change the rate on which these new charges are based.

Household goods carriers are required by law to collect transportation and other incidental charges computed on the basis of rates shown in their lawfully published tariffs, except as provided below:

- (1) A household goods carrier may not charge more than twenty-five percent more than its written nonbinding estimate for time charges for a local hourly rated move nor can the household goods carrier charge more than fifteen percent more than the written nonbinding estimate for accessorial and other services not related to time, unless the household goods carrier prepares and the shipper signs a supplemental estimate.
- (2) A household goods carrier may not charge more than fifteen percent above your written nonbinding estimate for a long-distance-rated move, unless the household goods carrier prepares and the customer signs a supplemental estimate.

(3) **Must the customer sign the estimate?** Yes, customers must sign the written estimate.

(4) **How long must a household goods carrier keep written estimates?** You must keep a written estimate in your files for at least two years after you conduct the move.

(5) **What if a household goods carrier is unable to provide a written estimate?** If a customer requests a written estimate and you refuse to provide one, you may not conduct that move by agreeing to meet or beat another company's estimate.

[Statutory Authority: RCW [81.04.160](#), [81.04.250](#), [81.28.040](#), [81.80.090](#), [81.80.120](#), [81.80.130](#), [81.80.290](#), [81.80.211](#), and [80.01.040](#). 00-14-010 (General Order No. R-471, Docket No. TV-991559), § 480-15-650, filed 6/27/00, effective 7/28/00. Statutory Authority: RCW [81.04.160](#) and [80.01.040](#). [99-01-077](#) (Order R-454, Docket No. TV-971477), § 480-15-650, filed 12/15/98, effective 1/15/99.]

WAC 480-15-720 Who must issue bills of lading? You must issue a bill of lading for each shipment of household goods you transport.

[Statutory Authority: RCW [81.04.160](#) and [80.01.040](#). [99-01-077](#) (Order R-454, Docket No. TV-971477), § 480-15-720, filed 12/15/98, effective 1/15/99.]

WAC 480-15-730 What is the format for bills of lading? You must use the bill of lading format shown in our published tariff.

[Statutory Authority: RCW [81.04.160](#) and [80.01.040](#). [99-01-077](#) (Order R-454, Docket No. TV-971477), § 480-15-730, filed 12/15/98, effective 1/15/99.]

WAC 480-15-740 Information required on a bill of lading. You must list on the bill of lading all information necessary to determine tariff rates and charges. Any element that you use in determining transportation charges must be clearly shown on the bill of lading. This information includes, but is not limited to:

- (1) The date the shipment was packed, loaded, transported, delivered, unloaded and unpacked;
- (2) The number and size of each type of carton, crate, or container used in packing the customer's goods;
- (3) The exact address at which the shipment, or any part of that shipment, was loaded or unloaded;
- (4) The nature of any special services performed on behalf of the customer;
- (5) The name, address, and total charges of any third party services incurred on behalf of the customer;
- (6) Any special circumstances that entered into the determination of transportation charges (for example: Detours or road conditions that required you to take a circuitous route, thus incurring additional mileage charges);
- (7) The start time, stop time, and any interruptions for each person involved in or on a shipment rated under hourly rates:
 - (a) In lieu of recording each person's start time, stop time, and interruptions on the bill of lading, a carrier may maintain a separate, but complete, record of each person's activities in sufficient detail to verify the proper rates and charges.
 - (b) A carrier must be able to identify, through payroll records, each person involved in a move and provide that information to commission staff on request.
 - (c) In all cases a carrier must record on the bill of lading the start time and stop time of any hourly rated move, and any interruptions in service;
- (8) On any shipments where the customer did not receive a written estimate, you must make a notation on the bill of lading that the customer was given a copy of the brochure "*Your Rights and Responsibilities as a Moving Company Customer*." The customer must initial on or near your notation on the bill of lading, acknowledging receipt of the information.

[Statutory Authority: RCW [81.04.160](#), [81.04.250](#), [81.28.040](#), [81.80.090](#), [81.80.120](#), [81.80.130](#), [81.80.290](#), [81.80.211](#), and [80.01.040](#). 00-14-010 (General Order No. R-471, Docket No. TV-991559), § 480-15-740, filed 6/27/00, effective 7/28/00. Statutory Authority: RCW [81.04.160](#) and [80.01.040](#). [99-01-077](#) (Order R-454, Docket No. TV-971477), § 480-15-740, filed 12/15/98, effective 1/15/99.]

Item 85 – Estimates

1. All estimates must comply with the provisions of Chapter 480-15 WAC, Part 5.2.
2. Carriers may provide customers with two kinds of estimates:
 - Binding estimates; and
 - Non-binding estimates.
3. A supplemental estimate is to be used whenever there is any change to the move, by the customer, that results in an increase in cost. Supplemental estimates must be issued at the same level of rates as were contained in the original estimate.
4. Estimates must show each applicable rate and charge that will be used to determine the total transportation charge.
5. All estimates must be written. Verbal estimates are prohibited.
6. Whenever a written estimate is provided, all moving companies must give the potential customer a copy of the commission brochure "Your Rights and Responsibilities as a Moving Company Customer."
7. Carriers may design and use their own estimate and supplemental estimate forms. The Commission has not defined either a specific estimate form or a supplemental estimate form. The Commission instead establishes format criteria that must be used by all carriers in designing their own forms. Forms designed and used by carriers must:
 - a. Be printed on paper that is at least 8-1/2 inches by 11 inches in size.
 - b. Be printed in at least 8 point type.
 - c. Contain information that identifies the company name, address, phone number, telefacsimile number(if any), and e-mail address (if any) of the company making the estimate or supplemental estimate.
 - d. Contain information that clearly identifies whether the estimate or supplemental estimate is binding or non-binding.

Contain clearly captioned sections that provide adequate information to the customer so that the customer may make informed choices regarding transportation needs. At a minimum the form must contain the following sections:

- i. Identification of customer – name, phone number, address of shipper, origin of shipment, destination of shipment, shipper's contact person (if other than customer).
- ii. For hourly-rated shipments, the number of carrier personnel and carrier vans (or trucks) that will be used, and the number of hours each will be involved in the move.
- iii. For mileage-rated shipments, the mileage between origin and destination, the estimated weight of the shipment, and the total transportation cost. Note: If the customer requests additional stops be made, mileage must be figured through those stopping points.
- iv. Overtime.
- v. Services to be provided (stairs, long carry, third party, etc.)
- vi. Valuation charges.
- vii. Storage. (Storage-in-transit, storage-in-vehicle, permanent storage, etc.)
- viii. Packing, unpacking, and containers.

- ix. A summary of charges. The summary must be printed in the right lower quadrant of the form and must be set off by being placed in a box as shown in the following sample:

Summary of Charges	
Moving	\$ _____
Storage.....	\$ _____
Packing/ Unpacking..	\$ _____
Containers....	\$ _____
Services.....	\$ _____
Valuation.....	\$ _____
Other.....	\$ _____

- x. "Remarks" section. This area to be used for special instructions or agreements between carrier and customer.
- xi. Signatures. This section must be in the lower, right-hand portion of the form and must contain the signature of the estimator, the estimator's title, customer's signature, and the date signed. See example:

Estimator's Signature _____

Estimator's Title _____

Shipper's Signature _____

Date Signed _____

ITEM 95 -- BILLS OF LADING

1. In compliance with RCW 81.29.020 and WAC 480-15-720 carriers must issue a bill of lading on each shipment of household goods transported.
 - (a) A sample bill of lading form follows the text of this item. Carriers are invited to have this sample bill of lading reproduced, in triplicate, for use on Washington intrastate household goods moves.
 - (b) Carriers are not required to use the sample form, it is provided as a guideline only. Carriers may elect to publish their own forms, provided the information shown in this tariff item is contained on the bill of lading.
 - (c) The information shown below, and on the sample bill of lading, is not required to be shown on a single document. Carriers may elect to divide the material between two or more documents. Carriers electing to do so, however, are required to cross reference the records to one another and must file all documents together to facilitate inspection of bills by Commission regulatory staff to determine that all information required by this tariff item have been included on the documents.

2. **Information That Must Be Included on Uniform Household Goods Bills of Lading:**
 - a. The name, permit number, address, telephone number, and fax number (if any) of the household goods carrier;
 - b. The name, address, and telephone number of the customer;
 - c. The name, address, and telephone number of the consignee;

- d. The exact location of the origin pickup point, any split pickups, stops to partially load or unload, and the final destination point of the shipment;
- e. The actual pickup date; and
- f. A declaration of the length of time the shipper wishes property to be stored (permanent storage or storage in transit). The declaration must state as follows:

STORAGE: If shipment will be placed into storage, the customer must initial option selected.

_____ This shipment is to be placed in storage for a period of less than 90 days (storage in transit). ©I understand that on the 91st day of storage the shipment becomes permanent storage.

_____ This shipment is to be placed in storage for more than 90 days (permanent storage).

- g. A declaration of the type of estimate (binding or non-binding) under which the shipment is moving. If the household goods carrier does not offer binding estimates, the language shown below relating to binding estimates may be omitted. The declaration must state:

ESTIMATES: The customer must initial option selected:

_____ I did not request a written estimate on this shipment and understand I will be required to pay charges shown on this contract.

_____ I understand this shipment is moving under a binding estimate and that I will be required to pay the amount shown on that estimate.

_____ I understand this shipment is moving under a non-binding estimate. NOTE: If the charges shown on this bill exceed the charges on the non-binding estimate given me by the carrier, the carrier must release the shipment to me upon payment of no more than 110 percent of the estimated charges and will extend credit for 30 days in which I must pay the remainder due. In no case will I be required to pay more than 115 percent of the estimate (plus any supplements) for mileage-rated shipments, nor more than 125 percent of the estimate plus supplements for hourly-rated shipments.

- h. A section where the customer must select the type of valuation coverage under which the shipment is moving. This section must read as follows:

VALUATION: The customer must initial option selected:

_____ **Basic value protection.** I release this shipment to a value of 60 cents per pound per article, with no cost to me for the protection; or

_____ **Depreciated value protection.** I release this shipment to a value of \$2.00 per pound times the weight of the total shipment; or

_____ I declare a lump sum total dollar valuation on this entire shipment of:
\$ _____ and select the following option:

_____ **Replacement Cost Coverage with a \$300 Deductible.**
Declared value must be at least \$3.50 times the weight of this Shipment.

_____ **Replacement Cost Coverage with no deductible.** Declared

value must be at least \$3.50 times the weight of this s

- i. **If the shipment will be rated under mileage rates:** The tare, gross, and net weights of the shipment.
- j. **If the shipment will be rated under hourly rates:**
 - (a) The time the vehicle left the carrier's terminal and the time it returned to the terminal or was released to go to another customer; and
 - (b) The start time, stop time, and any interruption for each person involved in or on the shipment.
- k. The amount and type of any charges assessed. Each charge must be fully described. Example: the number of each type of packing cartons used, the charge per carton, and total charge for each type of carton must be shown.
- l. Each accessorial service performed, and the charge for that service, must be shown as a separate line item on the bill of lading.
- m. Each advance or third party billing charge must be shown on the bill of lading as a separate line item.
- n. Any item, reason, or circumstance that entered into the determination of the final charges must be shown as a separate line item. Example: If the carrier was required to travel via other than the regular route between origin and destination due to road closure, this information must be shown on the bill of lading.
- o. A notation that the customer was provided a copy of the brochure "Your Rights and Responsibilities as a Moving Company Customer" or that the customer refused a copy when it was offered.

p. The method of payment of total tariff charges. This section of the bill must state:

PAYMENT: The customer agrees to pay charges, at time of delivery, by:

cash money order certified check credit card
 personal check business check debit card

If credit arrangements are made, bill to:

Name: _____

Address: _____

©Note: If carrier will never accept personal checks or debit cards, those options may be omitted from the section, or replaced with the term "other." (TV-001242)

ITEM 110 B MILEAGE

1. **ONE-WAY MILES.** Rates in Section 2 are based on one-way miles.
2. **COMPUTING MILEAGE.** Carriers must use the Rand McNally Mileage Guide to determine mileage.

ITEM 225 - CONTAINER PRICES

1. Prices are for containers (packing materials) only.
2. If the customer requests delivery or pickup of containers, Item 230 (Hourly Rates) and Item 235 (Labor Charges) will apply.
3. When available, the customer may purchase used containers at 50% of the prices shown below.

Type of Container	Price Per Container	
	Minimum	Maximum
DRUM, DISH-PACK (drum, dish-pack, barrel or other specially designed containers, not less than 5 cu. ft. capacity, used for packing glassware, chinaware, table lamps or similar fragile articles, with inserts or dividers)	\$9.64	\$16.06
WASHER SERVICE KIT	\$3.17	\$5.28
CARTONS:		
Less than 3 cubic ft (not less than 200 lb. test)	\$2.00	\$3.33
3 cubic ft (not less than 200 lb. test)	\$2.97	\$4.95
4-1/2 cubic ft (not less than 200 lb. test)	\$3.56	\$5.93
6 cubic ft (not less than 200 lb. test)	\$4.19	\$6.98
WARDROBE CARTON (less than 10 cubic ft.)	\$7.56	\$12.60
MATTRESS CARTONS:		
Crib Mattress Carton	\$3.42	\$5.71
Twin Mattress Carton	\$6.18	\$10.31
Double Mattress Carton	\$7.70	\$12.84
Queen Mattress Carton	\$8.71	\$14.52
King Mattress Carton	\$12.48	\$20.80
King Box Spring Carton	\$14.36	\$23.93
MIRROR CARTON (corrugated)	\$7.69	\$12.82
CRATES AND CONTAINERS , other than described above (designed for mirrors, paintings, glass or marble tops, and similar fragile articles):		
Price per cubic foot or fraction (gross measurement of container)	\$1.78	\$2.97
Minimum charge	\$6.08	\$10.13

(TV-030620)

ITEM NO. 230 - HOURLY RATES

1. Hourly rates apply:
 - (a) On shipments where the loaded distance is 35 miles or less; or
 - (b) When referred to by another item of the tariff.

Note: For moves longer than 35 miles, see Item 200 (Mileage Rates).

2. Rates shown in this item apply for the vehicle and driver. See Item 235 (Labor Charges) if additional carrier personnel are involved in the move. Charges for the driver are computed at the

same charges as those in Item 235 (Labor Charges), with the balance being the charge for use of the vehicle.

3. Hourly rates apply during regular hours only. For other than regular hours, overtime charges will apply in addition to these hourly rates. See Item 220 for overtime rates.
4. Time must be recorded to the nearest increment of 15 minutes. The carrier must require its employees to record breaks and interruptions. The customer must not be charged for those breaks and/or interruptions.
5. The minimum charge for a shipment moving under hourly rates is one hour.
6. When a single shipment is being transported, the carrier will bill the customer for the time beginning when the moving vehicle leaves the carrier's terminal, or other location of the vehicle, whichever is closest to the origin of the shipment, until the time the vehicle returns to the carrier's terminal or is dispatched to another job.
7. When two or more shipments are being transported on a single vehicle, the time charged to each customer must be:
 - (a) The actual time spent conducting packing, loading, unloading and unpacking; plus
 - (b) An equitable division of the total travel time.

APPENDIX B



Leon Macomber
05/24/2002 08:00 AM

To: Carolyn Caruso/WUTC@WUTC
cc:
cc:
Subject: Northwest Relocating Systems, LLC/HG-60430/#102125

Northwest Relocating Systems, LLC. HG-60430
32741 19th Place S., Apt. # K-101
Federal Way, WA. 98003
Phone: (253) 945-6632
UBI# 602-069-773
MotCar# 39104
P-79007

Assignment No: 102125
Industry Code: 207

On May 21, 2002 I contacted Mr. Kenneth R. Thompson, President of Northwest Relocating Systems, LLC., regarding technical/educational assistance during his provisional status of his household goods carrier permit operation.

Maintenance records are now in compliance. Mr. Thompson has established inspection, repair and maintenance records, daily driver inspection reports and a scheduled preventative maintenance program performed on a monthly basis.

With regard to the economic side of his operation:

WAC 480.15.360 - Carrier now has an original copy of his permit in his office.

WAC 480.15.610 - Carrier's new yellow page ad coming out this year does include his current permit number, HG-60430.

WAC 480.15.740 - Bills of lading are now being numbered and shipment destination addresses are now being shown as required. ✍

WAC 480.15.330 - Carrier is no longer charging for items not authorized such as sales tax, \$20.00 gas flat charge and a \$25.00 stop charge.

WAC 480.15.560 - Carrier's equipment is now properly identified using a magnetic sign affixed to both sides of the power unit doors.

At this time I feel Mr. Thompson is in compliance and does not need further technical assistance.

I am submitting this assignment to you for closure at this time.

Leon Macomber
MCLE Special Investigator



Leon Macomber
03/18/2002 02:45 PM

To: Carolyn Caruso/WUTC@WUTC
cc:
cc:
Subject: Northwest Relocating Systems, LLC./HG-60430

Northwest Relocating Systems, LLC. HG-60430
d/b/a Northwest Relocating Systems
32741 19th Place S., Apt. #K-101
Federal Way, WA. 98003
Phone: (253) 945-6632
MotCar# 39104
UBI# 602-069-773
P-79007

Assignment Number: 102064

On March 18, 2002 I contacted Mr. Kenneth R. Thompson. President of Northwest Relocating Systems, LLC., at this residence/terminal located at 32741 19th Place S., Apt.#K-101, Federal Way, Washington concerning technical/educational assistance during his service as a household goods carrier on a provisional basis for the first six months.

At this time I performed an economic audit of his records following a Household Goods Technical Assistance and Records Review Checklist with the following results:

WAC 480.15.110 - Carrier's current address and phone number are as shown above.

WAC 480.15.360 - Carrier did not have an original copy of his permit in his office. I mailed a duplicate copy of his original permit, via campus mail, on March 18, 2002.

WAC 480.15.480 - I assisted carrier with his 2001 Annual Report and hand delivered it to the Commission Financial Services Section on March 18, 2002. Northwest Relocating Systems, LLC., HG-60430, did not have any revenue from date of permit issuance, November 19, 2001 thru December 31, 2001.

WAC 480.15.530 - Carrier's current public liability and property damage insurance is as follows:

Company: NAICC
Policy: NAC3013282
Liability Limits: \$1,000,000

WAC 480.15.550 - Carrier's current cargo insurance is as follows:

Company: Greenwich Insurance Company
Policy: IHZ5655210
Limits: \$21,000

WAC 480.15.590/600 - Carrier does not lease equipment at this time.

WAC 480.15.610 - Carrier's yellow page ad needs to include HG-60430 permit number.

WAC 480.15.720 - Carrier is currently using a Uniform Household Goods Bill of Lading and does have their Northwest Relocating Systems, LLC. name and address heading on the top and bills of lading are being issued for each movement of household goods.

WAC 480.15.740 - Each Bill of Lading does not contain all required information. Bills of Lading are not being numbered and shipment destination addresses are not shown.

WAC 480.15.620 - Carrier is providing each shipper with the "Rights and Responsibilities Guide Book" but not having each shipper sign for receipt.

WAC 480.15.490 - Carrier does have a current copy of Tariff 15-A and it is available to the public.

WAC 480.15.330 Hourly - Carrier is accurately recording start and stop times and charging within the appropriate rate band. Carrier is charging properly for extra labor and travel time to and from job sites. Carrier is not charging overtime and has not charged hourly rates on shipments beyond the 35 mile radius. Carrier has been charging for services not authorized under time rates such as charging sales tax, a flat fee of \$20.00 for gasoline and a flat fee of \$25.00 for an extra stop charge. Packing material rates are being charged within the appropriate rate band.

WAC 480.15.330 Mileage - Carrier has not performed any mileage rates as of yet.

WAC 480.15.640 - Carrier is aware that verbal estimates are not allowed.

WAC 480.15.630-690 - Carrier has not issued any written estimates to any shippers yet.

WAC 480.15.800-870 - Carrier does maintain a complaints and claims register but has not had any claims as of yet.

WAC 480.15.190 - Carrier is currently operating within his permit authority, which is the State of Washington.

WAC 480.15.300 - Carrier has a permanent permit and is currently operating within his six-months provisional basis.

WAC 480.15.390 - Carrier is operating under its permitted name.

WAC 480.15.430-450 - Carrier's permit has not been suspended and/or cancelled since its issuance of November 19, 2001.

WAC 480.15.900 - Carrier has no interstate authority.

WAC 480.15.360 - Carrier is keeping a copy of permit authority in vehicle.

WAC 480.15.560 - Carrier's equipment no identified property but Mr. Thompson is in the process of ordering a proper magnetic sign.

WAC 480.15.600 - Carrier does not lease equipment.

I am submitting this assignment to you for closure at this time.

Washington Utilities and Transportation Commission
**Household Goods Technical Assistance and
 Records Review Checklist**

Rev. 4/01

Carrier: d/b/a: <u>Northwest Relocating Systems, LLC,</u>	HG- <u>60430</u>
Location: <u>32741 19th Place S. #K-101 Federal Way, Wa. 98003</u>	Assignment #: <u>102064</u>
Investigator: <u>Leon Macomber</u>	UBI #: <u>602-069-773</u>
Period of Records Checked: From: <u>02/01/02</u> to: <u>03/15/02</u> Total Number of Bills: <u>10</u>	

WAC Rule	WAC Rule Reference	Findings	Number Checked	Number in Violation
480-15-	Does the company have current accounts with: Labor & Industries Employment Security Secretary of State Dept. of Revenue	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	4	—
110	Address/Phone Number - Are the carrier's address and phone number those listed in Commission records?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	2	—
360	Permits - Is original kept in main office? <u>duplicate - copy of original.</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	1	1
480	Annual Report/Regulatory Fees - Has the carrier filed the most recent annual report? Was the annual report filed on or before May 1 st ? If not, were late fees and interest included? Does the carrier correctly calculate and submit regulatory fees?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	1	—
530	Insurance - Does the carrier have current public liability and property damage insurance? Does it match the information on file with the Commission? Liability and property damage insurance information: Company: <u>NAICC</u> Policy: <u>NAC 3013282</u> Liability Limits: <u>\$1,000,000</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	1	—
550	Cargo Insurance - Does the carrier have adequate cargo insurance? Cargo Insurance information: Company: <u>GREENWICH INS. CO.</u> Policy: <u>IHZ 5655210</u> Limits: <u>\$ 21,000</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	1	—

590/600	Leasing - Does the carrier lease equipment? If yes: Were the leases filed with and approved by the Commission? Were the terms of the lease complied with?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No		
610	Advertising - Is the carrier's HG or TCC permit number included in all advertisements? If no, note on "other information".	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	1	1

Bill of Lading

720	Bills of Lading - Is the carrier using a Uniform Household Goods Bill of Lading that meets the requirement of Tariff 15-A? Has the carrier issued a Bill of Lading for each shipment?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	10	—
740	Does each Bill of Lading contain all required information? <i>(Restricted Not Shown) @ Rights signature mark to be signed. (6/10)</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	10	10
620	Notice to Shippers - Is the carrier providing shippers with the "Rights and Responsibilities" guide Has the notation on the Bills of Lading been signed by the shipper?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	10	6

Tariffs - Rates & Charges

490	Does the carrier have a copy of Tariff 15-A? If yes: Is it current? Is it available to the public?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	1	—
	If shipper selected a valuation option, were charges computed correctly?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	10	—
330 Hourly	Does the carrier accurately record start and stop times on the bill of lading for each job? Are the charged hourly rates within the rate band? Are the extra labor charges within the rate band? Does the carrier charge travel time to and from job sites?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	10 10 10 10	— — — —
	Charging overtime is optional. If the carrier charges overtime, are the charges within the rate band? <i>(Not Charging Overtime)</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	Has the carrier assessed hourly rates for any moves that have exceeded 35 miles from origin to destination?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	10	—
	Has the carrier charged for any services not authorized under time rates? (Long carry, stairs, piano charge, etc.) <i>(Charging Sales Tax) GAS</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	10	10
	Packing Material rates - are the charges within the rate band? Does the carrier charge for materials not in the tariff? (Such as: paper, tape, padding, bubble wrap, shrink wrap, tape, etc.) Has the carrier provided packing material to the shipper at no cost?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	10 10	— 6
330 Mileage	Does the carrier use the Rand McNally mileage guide to determine mileage for tariff purposes? Is mileage computed correctly? <i>(No Mileage Yet)</i> <i>(No Mileage Yet)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No		
750	Determination of weights - has the carrier weighed all shipments that have exceeded 35 miles from origin to destination? Are empty and loaded weight tickets maintained with the bill of lading? Does the carrier use correct tariff mileage/weight charges?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No		<i>(None Yet)</i> " "

	Packing Material rates - are charges within the rate band? Does the carrier charge for materials not in the tariff? (Such as: paper, tape, padding, bubble wrap, shrink wrap, tape, etc.) Has the carrier provided packing material to the shipper at no cost?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	<i>None yet</i>	
	Storage-in Transit - Has the carrier improperly classified or converted and storage-in-transit into long term storage?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	Does the carrier use correct rates for movements into and/or out of storage-in-transit?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	Have shipments properly classified as storage-in-transit been charged long term storage rates?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>None yet</i>	
	Has the carrier provided temporary storage-in-vehicle? If yes: Are the charges within the rate band? Did the carrier obtain the shipper's authorizing signature?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No		
	Are charges for stairs, elevators, and long carry calculated within the rate band?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	Are extra stop(s) charges calculated within the rate band? <i>(\$25.00)</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<i>1</i>	<i>1</i>
	Are piano/organ charges calculated within the rate band?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	Has the carrier charged for "Expedited Service"? If yes: Did the carrier obtain the shippers' authorizing signature?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No		

Estimates

640	Is the company aware that verbal estimates are not allowed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
630-690	Does the carrier issue written estimates? <i>(None yet)</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	If yes: Are written estimates based on a written inventory (cube sheet)?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	Do written estimates include all required information?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	Does the carrier provide written estimates without visually inspecting the goods at the origin?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	Binding Estimates - Does the carrier issue binding estimates?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	If yes: Is required documentation attached to binding estimates?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	Has carrier failed to honor any binding estimates?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	Have any binding estimates exceeded the highest legal tariff rate?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	Has the carrier issued any supplemental estimates on binding estimates?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	If yes: Is a signed supplemental estimate attached to the original estimate?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	Have all written estimates been signed by the customer?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	Does the carrier retain all written estimates of moves they have conducted?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	Has the carrier issued any Supplemental Estimates?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes: Do supplemental estimates show what additional services were requested by the customer that would cause the increase? Is a signed supplemental estimate attached to the original estimate?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has the carrier refused to agree to release a shipment upon payment of 110% of a written and any supplemental estimates?	<input type="checkbox"/> Yes <input type="checkbox"/> No			
If the goods were released upon payment of 110% of a written estimate, has the customer been allowed 30 days to pay the balance?	<input type="checkbox"/> Yes <input type="checkbox"/> No			

	Has the carrier collected more than 25% over the written non-binding estimate (plus any supplemental estimate) for time charges on hourly moves, or collected more than 15% over the estimate for accessorial or other services?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	Has the carrier collected more than 15% over a written non-binding estimate (plus any supplemental estimate) for mileage rated moves?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	Has the carrier underestimated any shipments? If yes, How many were underestimated _____ How many total moves did company conduct _____	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	Does carrier understand that if they choose not to issue written estimates, they can not provide service by offering to meet or beat another company's estimate?	<input type="checkbox"/> Yes <input type="checkbox"/> No		

Claims

800-870	Does the carrier maintain a Complaints and Claims Register? If yes: Does the register include all required information?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	1	—
	Have all complaints been recorded in the register?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<i>None Yet</i>	<i>None Yet</i>
	Are all complaints and claims consecutively numbered?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	"	"
	Have all claims for loss and damage filed within 9 months of delivery date been recorded and processed?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	"	"
	Are all claim record documents retained for 6 years?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	"	"
	Are complaint records maintained in office for 3 years after resolution or shipment date?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	"	"
	Does the carrier notify the customer in writing, within 10 days, that claim or complaint was received?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<i>None Yet</i>	
	Does the carrier investigate the claim quickly?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	"	"
	Does the carrier advise customer of resolution? Advisement is: Written <input type="checkbox"/> Verbal <input type="checkbox"/>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	"	"
	Does the carrier pay, refuse, or offer a compromise on a claim within 120 days?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	"	"
	If claim is not settled within 120 days, does carrier the continue to inform claimant every 60 days?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	"	"
	If a customer is not satisfied with the carrier's resolution, is the customer referred to the Commission? Does the carrier provide the customer with the Commission's toll-free line to Consumer Affairs?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	"	"

Operations

190	Permit - Is carrier operating within the scope of the permit?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	1	—
300	Temporary Permit - Is carrier in compliance with conditions attached to its temporary authority?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>N/A</i>	<i>N/A</i>
390	Carrier Name - Is the carrier operating under its permitted name or an approved d/b/a?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	1	—
430-450	Suspension/Cancellation - Has the carrier's permit been suspended or canceled during the time frame of this records check? If yes: Did the carrier operate during the suspension or cancellation period?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	1	—

900	Interstate Authority - Has the carrier operated in interstate commerce? If yes:	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
930	Is the carrier properly registered? Is a copy of the SSRS/Exempt receipt in each vehicle	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	—	—
360	Permits - Does carrier keep copies in each vehicle?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	1	—
560	Vehicle Identification - Is the carrier's equipment properly identified by name and permit number? <i>(Magnetic Sign will be Applied)</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	1	1
600	Leased vehicles: are copies of leases in each vehicle?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	—	—

- This records review indicated that the carrier's records are in compliance with WUTC rules and regulations.
- This records review indicated that some records, as indicated in this form, need to be corrected. The items that need correction have been discussed.
- This records review found numerous record violations. All of the items that need correction were discussed.

Company Representatives contacted during this records review	Position Held	Phone Number
<i>Kenneth R. Thompson</i>	<i>President</i>	<i>(253) 945-6632</i>

Other information:

If you have any questions, or would like further technical assistance, please contact:

Don Macomber (360) 664-1236 (360) 586-1150
Investigator Telephone FAX

<p>I, as a representative of this company, acknowledge receipt of this records review form and understand the findings as stated herein.</p>		
<p>X <u>H. W. Thompson</u> Received By</p>	<p><u>President</u> Title</p>	<p><u>03/18/02</u> Date</p>

APPENDIX C



STATE OF WASHINGTON

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

1300 S. Evergreen Park Dr. S.W., P.O. Box 47250 • Olympia, Washington 98504-7250
(360) 664-1160 • TTY (360) 586-8203

Dear Household Goods Moving Company:

As part of a broad review of household goods moving companies, the Washington Utilities and Transportation Commission (Commission) is reviewing the records and business practices of a number of companies. The focus of our inquiry is the general requirements of WAC 480-15, Tariff 15-A, and RCW 81.80, which details requirements for the business practices of household goods moving companies.

Under Washington State law (RCW 81.04.070), the Commission has the right to inspect the accounts, books, papers, and documents of any household goods moving company doing business in this state.

Accordingly, please provide the following information and/or documents:

1. The number of intrastate residential moves performed within Washington State during the last twelve months.
2. For every intrastate residential move performed between September 28, 2003 and October 18, 2003, and between April 4, 2004, and April 24, 2004, please provide all supporting documents related to each customer's move, including, but not limited to, the bill of lading, estimate, supplemental estimate, certified scale weight slips, any record that documents the constructive weight of the shipment, inventory records, commercial ferry receipts, and all documents related to the customer's property placed into storage-in-transit (less than 90 days).
3. A copy of the company's cargo certificate of insurance.
4. A complete list of all company vehicles, including vehicle type, license plate or identification number, and gross weight.
5. A detailed description of the company's policy on releasing goods when the actual charges exceed the estimated charges.

6. A description of the company's policy on credit or debit card payments (i.e., does the company place a 'hold' on the card for the estimated cost of the move?).
7. A detailed description of the company's policy on responding to customers' complaints and claims, including complaints and claims that cannot be settled. Include examples of correspondence or other documentation related to complaint or claim policies.
8. A copy of the company's complaint and claims register, listing all complaints and claims recorded between December 1, 2003, and May 31, 2004, including all documents related to each complaint and claim.
9. A statement from the company that indicates how long complaint and claim records are retained.
10. A detailed description of the company's policy on responding to Commission-referred customer complaints.
11. Copies of the company's advertising (i.e., yellow page ad, newspaper ad, "Little Nickle" ad).
12. The name of the mileage guide used for mileage-rated moves.

Please respond with the requested documents, papers, and information no later than July 9, 2004.

The documents may be sent to Dennis D. Shutler, Compliance Specialist, Business Practices Investigations Section. Mr. Shutler may be reached at (360) 664-1149, or by e-mail at dshutler@wutc.wa.gov.

Sincerely,



Carole J. Washburn
Executive Secretary

APPENDIX D



July 6, 2004

RECEIVED

JUL 13 2004

WASH. UT. & TP. COMM.

Dennis D. Shutler
Washington Utilities and Transportation Commission
1300 S. Evergreen Park Dr. S.W.
Olympia, WA 98504

Dear Mr. Shutler,

This letter is in response to your request for information and documents from Northwest Relocation Systems.

1. The number of intrastate moves performed within Washington State during the last twelve months by Northwest Relocating Systems was 111.
2. Enclosed are copies of supporting documents related to each customer's move that occurred between September 28, 2003 and October 18, 2003 and between April 4, 2004 and April 24, 2004.
3. Enclosed is a copy of the company's cargo certificate of insurance.
4. I own a GMC Topkick 20 footer converted into a 24 footer with a gross weight of 11,000 lbs.
5. We deal with charges exceeding estimated costs by charging the


**Northwest Relocation
Systems**

18041 Des Moines Way South Seattle, Washington 98148 USA Eastside (425)467-6683 Seattle (206)391-0204
Tacoma (253)945-6632 Toll Free 1 (866) 945-6632 or (877) 450-6683

customer 10% more than the original estimated cost and we incurred the difference.

a. Set up a convenient payment plan

b. Estimate shall not exceed more than 10% of estimate unless it is due to wrong information about the access to the building, then a supplemental estimate will apply.

6. Company policy on credit card payment:

a. We do not place a hold on the customer's credit card prior to the move or estimated charges to their credit card; this only takes place upon the completion of the move where all charges are then explained to the customer.

7. We respond to claims immediately upon notification. We have a 90 day window for all claims to be settled, but we usually resolve most claims within 30 days from the date notified. If an agreement cannot be reached its filed with W.U.T.C. We make sure we comply with W.U.T.C.'s method of resolving the matter.

8. We have not received any complaints or claims between December 1, 2003 and May 31, 2004.

9. Complaints and claim records are retained for 6 years.

10. A. The claim is acknowledged within 10 business days either by letter or phone.

B. A thorough investigation is conducted immediately and a decision is Made regarding how to proceed either pay the claim, refuse payment or make a compromise with 120 days. If no settlement can be reached within the 120 day time period the complaint is notified in writing in 60 days of the reason the claim can not be settled.

C. A claim register is maintained of all claims.

D. Although we have not been in existence for 6 years yet we will retain claim records and all paperwork relating to the claim for 6 years from the date the claim was filed.

11. Enclosed is a copy of my Yellow Page advertisement.

12. W.U.T.C. Tarrif No. 15 A

APPENDIX E

August 17, 2004

Kenneth Thompson, President
Northwest Relocating Systems, LLC
32741 19th Place S., Apt. K-101
Federal Way, WA 98003

Dear Mr. Thompson:

On July 13, 2004, Northwest Relocating Systems, LLC (Northwest Relocating) provided the Washington Utilities and Transportation Commission (Commission) records requested in Staff's initial data request mailed to the company on June 3, 2004.

In Staff's data request, Northwest Relocating was asked to provide, for every intrastate residential move performed between September 28, 2003 and October 18, 2003, and between April 4, 2004, and April 24, 2004, all supporting documents related to each customer's move, including, but not limited to: the bill of lading, estimate, supplemental estimate, certified scale weight slips, any record that documents the constructive weight of the shipment, inventory records, commercial ferry receipts, and all documents related to the storage of goods in transit.

In my analysis of the information and records provided, I have determined additional records and information is necessary to complete my review into the business practices of the company. In addition, Northwest Relocating failed to provide all the records I requested.

Consequently, in addition to the records I requested but Northwest Relocating failed to provide, I also request that Northwest Relocating provide the additional records or information, as follows:

Northwest Relocating Systems, LLC

August 17, 2004

Page 2

Cargo Insurance (issue #3 in Staff's initial data request)

Northwest Relocating's certificate of cargo insurance shows it became effective on October 4, 2003. Please provide a copy of Northwest Relocating's certificate of cargo insurance that was in effect prior to October 4, 2003, for my review. If a copy of the previous certificate of cargo insurance is not available, please provide the previous insurance company's name, address, and telephone number.

Payment of Charges (issue #5 in Staff's initial data request)

I asked Northwest Relocating to provide a detailed description of the company's policy on releasing goods when the actual charges exceeded the estimated charges. In No. 5(a) of your response received on July 13, 2004, you state: "Set up a convenient payment plan." However, Northwest Relocating failed to provide a single example for my review.

As an example, for a single customer utilizing Northwest Relocating's convenient payment plan, please provide copies of one customer's account history, including, but not limited to: the bill of lading; estimate; supplemental estimate; certified scale weight slips; all records that document the constructive weight of the shipment; inventory records; commercial ferry receipts; all documents related to the storage of goods in transit (less than 90 days), and all records documenting the customer's payment history.

Customer Complaints and Claims (issue #7 in Staff's initial data request)

I asked Northwest Relocating to provide examples of correspondence or other documentation related to complaint or claim policies. In No. 7 of your response received on July 13, 2004, you state: "We make sure we comply with the W.U.T.C.'s method of resolving the matter." However, Northwest Relocating failed to provide a single example for my review.

Customer Complaints and Claims (issue #8 in Staff's initial data request)

I asked Northwest Relocating to provide a copy of the company's complaint and claims register. In No. 10(c) of your response received on July 13, 2004, you state: "A claim register is maintained at all times." However, Northwest Relocating failed to provide its complaint and claims register for my review.

Northwest Relocating Systems, LLC
August 17, 2004
Page 3

Advertisements (issue #11 in Staff's initial data request)

I asked Northwest Relocating to provide a copy the company's advertising (i.e., yellow page ad, newspaper ad, "Little Nickel" ad). In No.11 of your response received on July 13, 2004, you state: "Enclosed is a copy of my Yellow Page advertisement." However, Northwest Relocating failed to provide a copy of its Yellow Page advertisement for my review.

Mileage-Rated moves (issue #12 in Staff's initial data request)

I asked Northwest Relocating to provide the name of the mileage guide used for mileage-rated moves. In No. 12 of your response received on July 13, 2004, you state, "W.U.T.C. Tariff No. 15 A." However, Northwest Relocating failed to provide the name of the mileage guide used for mileage-rated moves.

Shipment Destinations

The destination addresses on the bills of ladings provided in Northwest Relocating's response are incomplete. Therefore, please provide copies of the dispatch records, work orders, any other document, and/or any information that indicates the exact destination addresses for the following moves:

No.	Customer	Origin Address	Date of Move
1.	Machala, Jamie	4100 SW Edmonds St. - Seattle	October 1, 2003
2.	Gledhill, Hilaine E.	11120 NE 100 St. - Kirkland	October 3, 2003
3.	Sanchez, A. D.	8025 Country Lane - Pacific Hwy East (?)	October 3, 2003
4.	Wooten, Eurydine A.	1702 31 st Ave. SE - Seattle	October 8, 2003
5.	Nichols, Liz	731 21 st Ave. E - Seattle	October 9, 2003
6.	Lebert, C J	1308 S Hanford St. - Seattle	October 16, 2003
7.	Lake, Kelly	145 Newport NW - Issaquah	October 18, 2003
8.	Waterbury, Terresa L.	1100 Sunset Blvd. NE - Renton	April 16, 2004
9.	Holzer, Larry	6502 151 st St. SE - Snohomish	April 17, 2004
10.	Rosenow, Lisa	600 SW Kenyon St. - Seattle	April 24, 2004

Breaks/Lunches/Interruptions

Please provide a detailed record of start times, stop times, and any break times, lunch times, or other interruptions, for each employee who worked on the following moves:

No.	Customer	Origin Address	Date of Move
1.	Wooten, Eurydine A.	1702 31 st Ave. SE - Seattle	October 8, 2003
2.	Lebert, C J	1308 S Hanford St. - Seattle	October 16, 2003
3.	Holzer, Larry	6502 151 st St. SE - Snohomish	April 17, 2004

Northwest Relocating Systems, LLC
August 17, 2004
Page 4

In addition, please confirm the following moves were office moves. If any move listed below was a residential move, please provide copies of the dispatch records, work orders, any other document, and/or any information that indicates the exact destination addresses for that move:

No.	Customer	Origin Address	Date of Move
1.	Spectrum Tech (Rod Mumro)	3180 139 th Ave SE - Bellevue	October 6, 2003
2.	Mercury Interactive (Tim Straght)	12715 Berred Rd. Bellevue	October 16, 2003
3.	Miten – Mehta McMilan Piper	1762 6 th Ave. S - Seattle	April 13, 2004
4.	Wood Specialties (Kevin or Earny)	1908 E Mercer	April 23, 2004

Please respond with all the above requested documents, papers, and information no later than September 3, 2004.

The documents may be sent to Dennis D. Shutler, Compliance Specialist, Business Practices Investigations Section. Mr. Shutler may be reached at (360) 664-1149, or by e-mail at dshutler@wutc.wa.gov.

Sincerely,

Dennis D. Shutler
Compliance Specialist

APPENDIX F



STATE OF WASHINGTON

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

1300 S. Evergreen Park Dr. S.W., P.O. Box 47250 • Olympia, Washington 98504-7250
(360) 664-1160 • TTY (360) 586-8203

September 13, 2004

Kenneth Thompson, President
Advance Relocation Experts, LLC
f/k/a Northwest Relocating Systems, LLC
31585 115th Avenue SE
Auburn, WA 98092

Dear Mr. Thompson:

On July 13, 2004, Northwest Relocating Systems, LLC (Northwest Relocating) provided the Washington Utilities and Transportation Commission (Commission) records requested in Staff's initial data request mailed to the company on June 3, 2004.

In Staff's data request, Northwest Relocating was asked to provide, for every intrastate residential move performed between September 28, 2003 and October 18, 2003, and between April 4, 2004, and April 24, 2004, all supporting documents related to each customer's move, including, but not limited to: the bill of lading, estimate, supplemental estimate, certified scale weight slips, any record that documents the constructive weight of the shipment, inventory records, commercial ferry receipts, and all documents related to the storage of goods in transit.

In my analysis of the information and records provided, I have determined additional records and information is necessary to complete my review into the business practices of the company. In addition, Northwest Relocating failed to provide all the records I requested.

Consequently, in addition to the records I requested but Northwest Relocating failed to provide, I also request that Advance Relocation Experts, LLC provide the additional records or information, as follows:

Advance Relocation Experts, LLC

September 13, 2004

Page 2

Cargo Insurance (issue #3 in Staff's initial data request)

Northwest Relocating's certificate of cargo insurance shows it became effective on October 4, 2003. Please provide a copy of Northwest Relocating's certificate of cargo insurance that was in effect prior to October 4, 2003, for my review. If a copy of the previous certificate of cargo insurance is not available, please provide the previous insurance company's name, address, and telephone number.

Payment of Charges (issue #5 in Staff's initial data request)

I asked Northwest Relocating to provide a detailed description of the company's policy on releasing goods when the actual charges exceeded the estimated charges. In No. 5(a) of your response received on July 13, 2004, you state: "Set up a convenient payment plan." However, Northwest Relocating failed to provide a single example for my review.

As an example, for a single customer utilizing Northwest Relocating's convenient payment plan, please provide copies of one customer's account history, including, but not limited to: the bill of lading; estimate; supplemental estimate; certified scale weight slips; all records that document the constructive weight of the shipment; inventory records; commercial ferry receipts; all documents related to the storage of goods in transit (less than 90 days), and all records documenting the customer's payment history.

Customer Complaints and Claims (issue #7 in Staff's initial data request)

I asked Northwest Relocating to provide examples of correspondence or other documentation related to complaint or claim policies. In No. 7 of your response received on July 13, 2004, you state: "We make sure we comply with the W.U.T.C.'s method of resolving the matter." However, Northwest Relocating failed to provide a single example for my review.

Customer Complaints and Claims (issue #8 in Staff's initial data request)

I asked Northwest Relocating to provide a copy of the company's complaint and claims register. In No. 10(c) of your response received on July 13, 2004, you state: "A claim register is maintained at all times." However, Northwest Relocating failed to provide its complaint and claims register for my review.

Advance Relocation Experts, LLC
September 13, 2004
Page 3

Advertisements (issue #11 in Staff's initial data request)

I asked Northwest Relocating to provide a copy the company's advertising (i.e., yellow page ad, newspaper ad, "Little Nickel" ad). In No.11 of your response received on July 13, 2004, you state: "Enclosed is a copy of my Yellow Page advertisement." However, Northwest Relocating failed to provide a copy of its Yellow Page advertisement for my review.

Mileage-Rated moves (issue #12 in Staff's initial data request)

I asked Northwest Relocating to provide the name of the mileage guide used for mileage-rated moves. In No. 12 of your response received on July 13, 2004, you state, "W.U.T.C. Tariff No. 15 A." However, Northwest Relocating failed to provide the name of the mileage guide used for mileage-rated moves.

Shipment Destinations

The destination addresses on the bills of lading provided in Northwest Relocating's response are incomplete. Therefore, please provide copies of the dispatch records, work orders, any other document, and/or any information that indicates the exact destination addresses for the following moves:

No.	Customer	Origin Address	Date of Move
1.	Machala, Jamie	4100 SW Edmonds St. - Seattle	October 1, 2003
2.	Gledhill, Hilaine E.	11120 NE 100 St. - Kirkland	October 3, 2003
3.	Sanchez, A. D.	8025 Country Lane - Pacific Hwy East (?)	October 3, 2003
4.	Wooten, Eurydine A.	1702 31 st Ave. SE - Seattle	October 8, 2003
5.	Nichols, Liz	731 21 st Ave. E - Seattle	October 9, 2003
6.	Lebert, C J	1308 S Hanford St. - Seattle	October 16, 2003
7.	Lake, Kelly	145 Newport NW - Issaquah	October 18, 2003
8.	Waterbury, Terresa L.	1100 Sunset Blvd. NE - Renton	April 16, 2004
9.	Holzer, Larry	6502 151 st St. SE - Snohomish	April 17, 2004
10.	Rosenow, Lisa	600 SW Kenyon St. - Seattle	April 24, 2004

Breaks/Lunches/Interruptions

Please provide a detailed record of start times, stop times, and any break times, lunch times, or other interruptions, for each employee who worked on the following moves:

No.	Customer	Origin Address	Date of Move
1.	Wooten, Eurydine A.	1702 31 st Ave. SE - Seattle	October 8, 2003
2.	Lebert, C J	1308 S Hanford St. - Seattle	October 16, 2003
3.	Holzer, Larry	6502 151 st St. SE - Snohomish	April 17, 2004

Advance Relocation Experts, LLC
September 13, 2004
Page 4

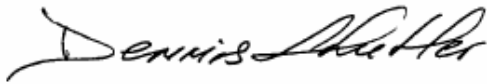
In addition, please confirm the following moves were office moves. If any move listed below was a residential move, please provide copies of the dispatch records, work orders, any other document, and/or any information that indicates the exact destination addresses for that move:

No.	Customer	Origin Address	Date of Move
1.	Spectrum Tech (Rod Mumro)	3180 139 th Ave SE - Bellevue	October 6, 2003
2.	Mercury Interactive (Tim Straght)	12715 Berred Rd. Bellevue	October 16, 2003
3.	Miten - Mehta McMilan Piper	1762 6 th Ave. S - Seattle	April 13, 2004
4.	Wood Specialties (Kevin or Earny)	1908 E Mercer	April 23, 2004

Please respond with all the above requested documents, papers, and information no later than September 28, 2004.

The documents may be sent to Dennis D. Shutler, Compliance Specialist, Business Practices Investigations Section. Mr. Shutler may be reached at (360) 664-1149, or by e-mail at dshutler@wutc.wa.gov.

Sincerely,



Dennis D. Shutler
Compliance Specialist

APPENDIX G



SEPT 22ND , 2004

RECEIVED
SEP 27 2004
WASH. UT. & TP. COMM.

Dennis D. Shutler

Dear mr shutler I am replying your letter dated on the 13th of September requesting nwr's, cargo insurance prior to october 4th 2003, I believe we had lloyd underwriter insurance company,policy#LC00819 but unfortunately ido not have any records to show due to my divorce, my wife destroyed a lot of my stuff at my old apartment due to fact that we opened up the business together she wanted it so i said she can have the name and everything to do with the company northwest.as of august 2nd I started my own company named, advance relocation experts llc.i am working currently with the licensing dept to get my permit transferred or obtain a new permit number,on the claims issue as I stated in my last letter we have been successful with just taking the damages of the bill,invoices that exceeds the estimated cost will be subject to 10% supplimental increase as allowed by w.u.t.c,standard. if you have any question call me from the numbers above thanks

Austine thompson
Owner/president



18041 Des Moines Way South Seattle, Washington 98148 USA Eastside (425)467-6683 Seattle (206)391-0204
Tacoma (253)945-6632 Toll Free 1 (866) 945-6632 or (877) 450-6683

APPENDIX H

Complaint #77700

NORTHWEST RELOCATING SYSTEMS, LLC

Have called the company 11 times to get damage claim addressed.

- No written estimate provided.
- No bill of lading providing
- move was less than 35 miles and the cost was close to \$9,000

Activity 07/02/2002 03:54 PM Email: Roger Kouchi >> tina lipinski (staff)

Tina - Can you give me a fax number and phone number for Northwest Relocating Systems, LLC? Thanks.

Activity 07/03/2002 07:51 AM Email: Roger Kouchi << Tina Leipski
Phone (253) 945-6632
Fax (253) 945-7672
E-mail kenthompson@hotmail.com

Activity 07/08/2002 12:12 PM Email: Roger Kouchi >> ken thompson
Ken Thompson - Please respond to this complaint. Thank you.

Activity 07/12/2002 11:44 AM Email: Roger Kouchi >> Ken Thompson
Ken Thompson - Please get back to me regarding this complaint. Thank you.

Activity 07/16/2002 03:12 PM Email: Roger Kouchi >> ken thompson
Ken Thompson - Please get back to me regarding this complaint. Thank you.

Activity 07/22/2002 10:37 AM Phone: Roger Kouchi >> ken thompson
Informed me that he hasn't received any of the emails. Agreed to fax complaint.

Activity 07/22/2002 10:59 AM Phone: Roger Kouchi << Ken Thompson
Will fax me copy of bill of lading.
- Consumer did not request a written estimate.
- Will be going out this week to address damage claim.

Activity 07/22/2002 01:04 PM Fax: Roger Kouchi << Ken Thompson
6 bill of ladings. Consumer paid everything owed. (((see paper files)))
- Subtracted 5 percent of the 5/15/02 bill of lading to cover the cost of repair to home (small dent). This came to \$187.48.

Activity 08/01/2002 02:08 PM Email: Roger Kouchi >> consumer
Here are my questions:
- Did you request a written estimate?
- Did the company provide a verbal estimate?
- Did the company provide a copy of the Rights and Responsibility brochure with the estimate?
- Did the company offer and explain liability/valuation protection options?

Advance Relocation Expert, LLC, d/b/a A.R.E., 2005 Audit Report

- Did you sign and initial all 6 bill of ladings provided by the company?
- Was the Bill of Lading signed by both the carrier and you once the truck was loaded, and again after unloading?

Activity 08/13/2002 02:38 PM Phone: Roger Kouchi << ken thompson (1-866-945-6632)
Consumer is not returning his call(s) to address the damage claim.

Activity 08/13/2002 02:38 PM Action: Roger Kouchi
Several questions when reviewing the bill of ladings:

- Need to go over all the charges for the materials.
- Why isn't there any allowances for lunch and dinners?

Activity 08/16/2002 09:07 AM Phone: Roger Kouchi >> ken thompson
Requested complete break-down of all the material charges on the bill of ladings along with times for lunch and dinners.

- I was informed that the crews do not break for lunch or dinner ... they work straight through because if they eat they get tired. Requested documentation of the requirement to deduct for lunch and dinners. I agreed to fax.

Activity 08/16/2002 10:49 AM Fax: Roger Kouchi << Ken Thompson
(((see paper files))) Detailed breakout of the calculations of the charges.

Activity 08/20/2002 09:36 AM Phone: Roger Kouchi << Ken Thompson
Wanted to know the status of the fax I promised him regarding the rules.

Activity 09/19/2002 01:08 PM Phone: Roger Kouchi >> patricia (L&I; 360-902-5316)
Informed me that the law states that the employees are required to get 2 10 minute breaks and a 30 minute lunch period for an 8 hour day. She agreed to fax me a copy of L&I's work standards.

Activity 09/24/2002 12:05 PM Phone: Roger Kouchi >> patricia
Called to inform that I have not received the L&I work standards. She said she would refax to me.

Activity 09/24/2002 12:52 PM Fax: Roger Kouchi >> Ken Thompson
WAC 296-126-092 requires a paid 30 minute meal break for every 5 hours on the job. Company did not deduct these break period from the bill of lading. Please get back to me with the amount to be refunded to the consumer. Thank you.

Activity 09/27/2002 02:33 PM Voice Mail: Roger Kouchi << ken thompson (253-945-6632)
LWTC on my VM. Requested a call back to discuss complaint.

Activity 10/02/2002 04:27 PM Phone: Roger Kouchi >> ken thompson
Will provide a copy of the check that will be sent to the consumer deducting the 30 minute paid meal breaks. He will also show me how the amount was calculated.

Activity 10/07/2002 09:37 AM Phone: Roger Kouchi << Ken Thompson
Will fax me copy of check and calculations.

Activity 10/07/2002 03:55 PM Fax: Roger Kouchi << ken thompson

Calculation of refund = \$453.00.

- Will mail check out tomorrow. (((see paper files)))

Activity 10/07/2002 03:56 PM Phone: Roger Kouchi >> consumer
Left detailed message of findings along with my name and toll-free number.

Activity 10/07/2002 04:44 PM Phone: Roger Kouchi << consumer
Wanted to move over 2 days but the company said that they would not charge travel time if they let them move over 5 days. She will document that and fax to me. She will also fax following:

- Erroneous taxes charged on labor. Company refunded approximately \$900.
- Damage claim issues. Company faxes a form that said they agree to the terms on the back but the company would not provide them a copy of the reverse side so they don't know what they are signing.

Activity 10/14/2002 02:30 PM Email: Roger Kouchi >> consumer
I did not receive the additional documentation that you said you would provide. When did you mail it?
Thanks.

Activity 10/21/2002 02:49 PM Fax: Roger Kouchi << consumer
Copy of the loss/damage claim form provided by the company. It say on the bottom of the form: Please see reverse side for information important to filing your claim. Company did not provide reverse side of form.

Activity 10/21/2002 02:53 PM Phone: Roger Kouchi >> Ken Thompson
Requested that he mail a copy of the company's loss/damage claim form. He agreed to mail the form to me. He also stated that the reverse side of the form is blank. This is the form that Leon Macomber (WUTC staff) provided to him.

Activity 10/24/2002 12:49 PM Letter: Roger Kouchi << Ken Thompson
(((see paper files))) copy of blank form. The form had a statement on the bottom which read: (Please see reverse side for information important to filing your claim). There was nothing on the reverse side.

NOTE: I call the consumer and LWTC on VM. Informed consumer that there was nothing printing or written on the backside of the form. I advised the consumer to simply cross off the language at the bottom of the form and write a statement that there was no information on the reverse side of the form.

Activity 11/06/2002 03:00 PM Email: Roger Kouchi >> consumer
Please let me know if there is anything further that you need for me to do regarding this complaint.
Thank you.

Activity 11/12/2002 12:39 PM Email: Roger Kouchi >> consumer
I did not hear back from you. I will assume that you do not wish to pursue this matter further or are working directly with the company to resolve your remaining issues. I will consider this complaint investigation closed. Please feel free to contact me if you have any questions. Thank you.

Activity 11/14/2002 02:22 PM Voice Mail: Roger Kouchi >> consumer
Left message about the damage claim form. Nothing on reverse side of form.
Agreed to mail the claim form to the consumer. Informed consumer that I will consider this complaint closed. The Commission does not have jurisdiction over

damages. However, if the company does not process the claim, they can contact me. Once company processes the claim, recourse is through the court system.

Activity 11/14/2002 02:34 PM Letter: Roger Kouchi >> consumer
I have completed my investigation into your complaint with Northwest Relocating Systems, LLC. The company agreed to refund \$453 to cover the time billed when the movers should have taken meal breaks.

I am enclosing a copy of the complaint record for your files. I am also providing a blank damage claim form to show you that there is no information on the back of the form. I would suggest that you simply cross out the language at the bottom of the page and initial, fill out the form and submit your claim. The company is required to respond to your claim. If the company does not respond, please feel free to contact me.

Complaint #84432

NORTHWEST RELOCATING SYSTEMS, LLC
Disputing final cost of move. Wants company to honor original estimate of \$1,752.

Activity 07/15/2003 02:01 PM Email: Roger Kouchi >> Ken Thompson
Ken Thompson - Please respond to this complaint. Thank you.

Activity 07/30/2003 10:59 AM Email: Roger Kouchi >> ken thompson
Ken Thompson - Passed complaint on 7/15/03. Initial response due not later than 7/29/30.
- 7/30/03 no response. Recorded violation of WAC 480-15-890 for failure to provide response within 10-business days.

WAC 480-15-890 What must I do if the commission refers a complaint to me?
You must:

- (1) Respond with complete investigation results within five business days. However, small businesses, as defined in WAC 480-15-020, must respond within ten business days. In addition, any person may request and commission staff may grant, if warranted, an extension of time for a specific number of days;
- (2) Respond to commission staff inquiries regarding the complaint; and
- (3) Keep the commission currently informed of any progress made in resolving the complaint

Please provide the required initial response. Thank you.

Activity 08/01/2003 04:32 PM Email: Roger Kouchi >> ken thompson
Ken Thompson - Please respond to this complaint. Thank you.

Activity 08/08/2003 03:41 PM Email: Roger Kouchi >> ken thompson
Ken Thompson - Please respond to this complaint. Thank you.

Activity 08/20/2003 12:41 PM Fax: Roger Kouchi >> ken thompson
Please respond to this complaint. The company must report the results of its investigation of service-affecting informal complaints to commission staff within two business days from the date commission

staff passes the complaint to the company [WAC 480-120-166(6)]²¹. Service-affecting complaints include, but are not limited to, nonfunctioning or impaired services (i.e., disconnected services or those not functioning properly).

If you have questions, please feel free to contact me. Thank you.

Activity 08/20/2003 03:38 PM Phone: Roger Kouchi << company
Has been ill. Been to hospital. Requested another week to respond. I agreed.

Activity 08/21/2003 09:14 AM Phone: Roger Kouchi << company
Unable to find bill of lading, initial response to claim. Will continue to look. Will get back to me.

Activity 08/27/2003 09:16 AM Email: Roger Kouchi >> consumer
Is it possible to get a copy of the bill of lading, and written estimate that you received from the company?
Thank you.

Activity 09/03/2003 12:26 PM Email: Roger Kouchi << consumer
Thank you for following up on this complaint. I will send you a copy of the bill and other info I have in mail this week.

Activity 09/09/2003 03:37 PM Email: Roger Kouchi << consumer
Mr. Kouchi, I mailed out this information to you today 9/9/03. I also filed a complaint with the BBB but have not had a response from them. You are two separate agencies, correct? Thanks

Activity 09/15/2003 02:12 PM Letter: Roger Kouchi << consumer
(((see paper files)))

- Bill of Lading (1410); 7/26/02
- Bill of Lading (1019; 10/03/02
- Estimate (8/28/02) \$1590 (minus \$185 credit) = \$1546.39

NOTE: Consumer provided following notes:

- I understand that NW Relocating failed to respond back to you in the designated
 - time. This is typical of the excuses we consistently received when we had requested written estimates. As stated in my original complaint, they gave a verbal estimate and repeatedly failed to provide it in writing (too busy to write it up, forgot it, but will bring it later, etc.)
 - The estimate for the entire move was \$1,752. I asked for in-home estimate but Austin said he was too busy and this would be accurate. We ended up paying \$1,437.48 for the first part of the move (into storage).
 - We felt we were stuck finishing the move with NW so we then requested a written estimate for the 2nd half of the move and received one for \$1,590.81.
- Of course we were not happy with this price. When goods were delivered we received a second bill for \$1998.08.
- Total charges were \$3435.56. We used \$200 in boxes which would raise original estimate to \$1,952.00. We believe we were overcharged the rest.

\$3,435.56 total

²¹ Note: Incorrect WAC citation. Staff should have referenced WAC 480-15-890.

-1952.00 estimate plus boxes

\$1,483.56 overcharge

I was told by UTC that NWR was out of compliance for failing to provide a written estimate.

- Had they complied with regulators, I don't believe they could have charged more than \$2,392 total:

\$1752 original estimate

200 boxes

500 25 percent over the estimate

\$2,392.00

Activity 09/17/2003 02:22 PM Phone: Roger Kouchi >> ken thompson

Agreed to turn his fax machine on. I will fax documentation provided by the consumer in the morning. Here is additional documentation regarding this complaint. Please review the consumer's comments and respond. Thank you.

If you have questions, please feel free to contact me. Thank you.

Activity 09/18/2003 10:30 AM Phone: Roger Kouchi << Ken Thompson

Received fax. Will respond. Stated that he gave the consumer a ballpark verbal (i.e., a three bedroom house normally takes about xxx hours to move). I asked him to put his recollection of the conversation on the verbal estimate in writing.

Activity 09/18/2003 10:46 AM Action: Roger Kouchi

Briefly reviewed the documentation provided by the consumer. Have following questions which I will go back to company for response:

1. Bill of Lading 1410 (7/26/02 move).

- No destination address. Violation of WAC 480-15-740(3).

- No initials on Estimate line. Violation of WAC 480-15-740(8)

- No initials on Storage line. Violation of WAC 480-15-740(8) and Tariff 15-A, Item 95, paragraph 2f.

- Difficult to determine how the total cost of move was calculated (\$1,437.48). Ask company to provide detailed calculations.

2. Bill of Lading 1019 (10/03/02 move).

- Move was over 35 miles. Should not have been an hourly rated move.

Difficult to determine how company calculated cost of move. Ask company to provide detailed calculations.

- No weight of shipment available.

- Company exceeded 115 percent of written estimate (\$1,590.81). Company charged \$1,998.08.

- No initials on Valuation line. Violation of WAC 480-15-740(8).

Activity 09/24/2003 03:08 PM Fax: Roger Kouchi << austine thompson (nw relocating) ((see paper files))) Response to events for consumer's move.

Activity 10/01/2003 04:58 PM Action: Roger Kouchi

SUMMARY: Consumer is disputing the cost of the move. Consumer moved in 2

phases.

- Phase 1 – Federal Way Address to Midway storage (SIT)
- Phase 2 – Midway storage to Walla Walla address

FINDINGS:

PHASE ONE (Federal Way – Midway Storage)

- No destination address on bill of lading. Violation of WAC 480-15-740(3)
- No initials on estimate section of bill of lading. Violation of Tariff 15A; Item 95; para 2g.
- No initials on the storage section of bill of lading. Violation of Tariff 15A; Item 100.
- Asked company to provide the time cards.

PHASE TWO (Midway Storage – Walla Walla)

- Company provided written estimate for the move of \$1,590.81. Company charged \$1,998.08. This is a violation of WAC 480-15-690(2). Company is only allowed to charge a maximum of 115 percent of the written estimate. No supplemental estimate was made. Company overcharged by \$168.64.
- No weight of shipment on bill of lading (300 mile shipment). Company made a mistake and charged hourly rates. Company estimates 8,000 pounds. This would be a minimum rate of 0.1801 and a maximum rate of .300. Violation of 480-15-750 (verification of weight of distance-rated shipments).
- No initials on the valuation section of the bill of lading. Violation of Tariff 15A; Item 95; para 2h.

CONCLUSION: Company would need to refund \$168.64 to consumer.

Activity 10/22/2003 04:45 PM Action: Roger Kouchi

Staff issues:

Regarding the 8,000 lbs. How did the customer estimate the weight? Ask for the basis of their calculation - it should be constructive weight if a scale was not available. The inventory sheet may give some clue as to a constructive weight of the shipment. That would be a default weight. Also, how was the weight determine for the storage charges. An estimate is allowed if no scale is available. (a 300 mile move would probably have access to a scale - so I think the company just made a mistake.)

Regarding the distance and hourly charges.

This issue goes to intent. If the customer intended the hhg to be in permanent storage more than 90 days when the move began, then the distance charge on the first part of the move is correct and the hourly charge on the second part of the move is correct even if it was not in storage for 90 days. Conversely, if the intent was temporary storage, then it is considered one move and distance rates apply to the entire move.

Once the intent is determined, then look at the accessorial and hourly charges to determine if they are appropriate. Note: the company would be allowed handling charges in and out of storage even on a distance rated move.

Activity 10/23/2003 09:41 AM Email: Roger Kouchi >> ken thompson

Ken Thompson - Staff issues:

Regarding the 8,000 lbs. How did the customer estimate the weight? What is the basis of the company's calculation - it should be constructive weight if a scale was not available. Do you have an inventory sheet?. That would be a default weight. Also, how was the weight determine for the storage charges. An estimate is allowed if no scale is available. (a 300 mile move would probably have access tova scale.

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Page 9 of Item 20 (Tariff 15-A) says that Constructive Weight (based on 7 pounds per cubic foot of property) can be used. Do you know the cubic footage of the load? If so, what documentation do you have?

Activity 10/24/2003 03:25 PM Email: Roger Kouchi >> ken thompson
Ken Thompson - Here is an additional staff issue. Please respond.

Staff Issue: Company states that consumer was provided a ballpark figure of what an average 3-bedroom house would cost. Why wouldn't this be classified as a verbal quote. Companies are only supposed to provide the rate per hour or the mileage rate per weight. If consumer wanted a more definitive estimate, the company would be required to do a written estimate.

Activity 11/05/2003 09:04 AM Voice Mail: Roger Kouchi >> ken thompson
LWTC on VM. Want status of request for response to staff issues.

Activity 11/05/2003 10:26 AM Email: Roger Kouchi >> ken thompson
Ken Thompson - Here are some staff issues. Please respond to the staff issues.
Thank you.

*** 10/22/2003 04:45 PM Action: Roger Kouchi

Staff issues:

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Staff Issue: Company states that consumer was provided a ballpark figure of what an average 3-bedroom house would cost. Why wouldn't this be classified as a verbal quote. Companies are only supposed to provide the rate per hour or the mileage rate per weight. If consumer wanted a more definitive estimate, the company would be required to do a written estimate.

Activity 11/05/2003 11:58 AM Phone: Roger Kouchi >> ken thompson

Company will respond to staff's conclusion that he should refund \$168.64. Ken Thompson will fax me his written response.

- Company does not have any way to determine the weight. The 8000 pounds was just a guesstimate. No inventory sheet available.

Activity 11/05/2003 12:43 PM Phone: Roger Kouchi >> Ken Thompson

Company will let me know the cubic feet of the van and how full the van was when he packed the load in order to determine the constructive weight of the load.

Activity 11/13/2003 01:18 PM Phone: Roger Kouchi << Ken Thompson

Will mail refund check to consumer and provide a copy of the letter to the consumer. The truck is 20 feet long x 12 feet high x 6 feet wide.

Constructive weight = $20 \times 12 \times 6 = 1440 \times 7 = 10,080$ pounds. Company estimated 8,000 pounds.

Activity 11/14/2003 09:38 AM Action: Roger Kouchi

Staff Comments:

He has an obligation to serve in his service territory. Saying he will only conduct local moves does not necessary meet that obligation. At the very least he may want to look at his authorized service territory to see if he wants to change it. Part of being a moving company is knowing how to estimate moves and knowing the rules and the tariff.

Activity 11/14/2003 10:51 AM Email: Roger Kouchi >> consumer

I have completed my investigation into your complaint with NW Relocating Services. I want to clarify a couple of questions I have.

1. Where did you move from (address that you lived at)?
2. Did you know that NW Relocating Service did not have their own storage facilities when you agreed to let that company move you to your new location?
3. Did you get 3 estimates from different moving companies?

Thank you for the additional information.

Activity 11/14/2003 10:52 AM Phone: Roger Kouchi >> ken thompson

Consumer paid \$1,431 for first half of move into storage and \$1,998 for the second half of move to Walla Walla (total \$3,429).

Activity 11/15/2003 03:20 PM Email: Roger Kouchi << MAgrellas

Mr. Kouchi, I want to clarify that the estimate for the whole 2 part move was \$1752.00. I ended up with a bill for the first half for \$1437.48 and a bill for the second half for \$1590.81.

To answer your questions:

1. We moved from 4239 SW 338th Street in Federal Way, WA.
2. We did know that NW Relocating did not have their own storage and were aware that they would store it locally. We were not aware that it would have to be repeatedly loaded and unloaded from the truck in individual pieces but expected it to be packed in larger shipping crates. The original quote of \$1752 included \$343 for storage handling.
3. We did get multiple estimates from other companies before selecting NW Relocating. NW quotes were much cheaper so I called at least three references. I asked Austin why they could do it for so much less and he said they had less overhead since they didn't have their own storage, etc. We received verbal estimates from All American Moving and Storage, Boush Moving, United, and All My Sons. They were all more than the price NW quoted us but less than NW actually charged us.

We appreciate your time in this matter.

Activity 11/18/2003 12:58 PM Email: Roger Kouchi >> consumer

The estimate that you received from NW Relocating was for the second half of the move. There was no estimate for the first half of the move. When you get the estimates, you need to be really careful about what the company is providing an estimate for.

- Companies that have their own storage facilities are generally less expensive for the moves over 35 miles especially if you select temporary storage (i.e., less than 90 days).

- There is a company that offers contained storage. If this is something you are interested in, you might want to visit their web site. We do not regulate this company. <http://www.doortodoor.com/>

- Based upon all the information provided, it is my determination that the company should refund \$168.64 for charging more than 115 percent of the estimate for the second half of the move (i.e., move from storage to Walla Walla).

Please let me know if you have questions. Thank you.

Activity 11/18/2003 04:08 PM Action: Roger Kouchi

staff comments on estimating:

The Table of Measurements is a good start -- but it is not to be used as a "total bible." Much of the estimating comes from experience -- trial & error. The Table of Measurements is developed from "average weights" -- but individual pieces may differ. For example a table made of pine weighs differently than does a table made of ebony wood -- due to the density of the materials. A good estimator knows how to add to, or subtract from the average shown on the Table of Measurements. Also, in addition to that document, there is an item in the tariff (light and bulky items) that details how much should be added to the weight of the shipment depending on items shipped -- it lists everything from sailboats to doghouses. An estimator needs to be knowledgeable of this item and use it properly.

Activity 11/18/2003 04:09 PM Voice Mail: Roger Kouchi >> Ken Thompson
LWTC on VM to discuss complaint.

Activity 11/18/2003 04:21 PM Phone: Roger Kouchi << Ken Thompson
Agreed to mail letter and refund check to consumer by end of week. Will provide a copy of the letter to me for the files.

Activity 11/19/2003 12:22 PM Email: Roger Kouchi << MAgrellas

Mr. Kouchi, What I have tried to explain in my report is that the estimate for the entire move (both parts) was a verbal estimate of \$1752. They said they would provide that in writing the day they showed up for the move. When they arrived I asked for it and they said the owner would provide it later that day but they agreed that the price was the same. At the end of the day I received a bill for almost as much as the entire estimate, which I reluctantly paid. At that point I felt stuck with this company so I asked for a written estimate for the rest of the move. Of course the estimate I was given made the total well beyond my original estimate of \$1752. We felt stuck with that company because they had packed everything and if we switched to another company at that point it would not save us money and the new company would not cover shipment damages caused by the first company. So, you are correct in saying I only have a written estimate for the second half. The fact still remains that the company repeatedly failed to provide the written estimate for the whole move that was quoted at \$1752. I was informed by the UTC that this was illegal procedure on their part.

Activity 11/20/2003 03:45 PM Fax: Roger Kouchi << ken thompson
(((see paper files))) copy of refund letter (\$169) to consumer.

Activity 11/20/2003 03:45 PM Voice Mail: Roger Kouchi >> consumer

Left detailed VM on my findings. Asked consumer to contact me if questions. Basically, the rates charged are in accordance with the tariffed rates.

Activity 11/21/2003 09:02 AM Voice Mail: Roger Kouchi << consumer
Understands. Believes company was misleading. Did not want to give estimate.
ok to close.

Activity 11/21/2003 09:10 AM Phone: Roger Kouchi >> Ken Thompson
Complaint closed.

Activity 07/15/2003 02:00 PM Continuation: Roger Kouchi
Complaint Information

Please explain your complaint in detail.

- Grossly mislead by company. Supervisor/owner failed to provide a written round trip estimate that was verbally given at \$1752.00. The final charge was given at \$3429.00.

July 2002- Received phone estimate from Austin for a complete job for 1752. I asked for an in-home estimate. He said the phone estimate was very accurate and would provide this estimate in writing on shipping day. He failed to provide the estimate even after two additional requests. Austin said he was too busy. On shipping day, a walk through our home was conducted by Mike (lead mover). Mike agreed the job would be done in 3 1/2 hours in keeping with the original estimate. Mike was asked for a written estimate but was unable to provide one. He stated that the estimate had to come from Austin. The company sent a small truck which had to make multiple trips to storage and unload. The time was additionally increased by rewrapping furniture from their moving blankets to storage blankets. This portion of the move was charged at 1431.00. Austin agreed to give a discount on the second half of the move but later recanted. Our household items were reloaded from storage and delivered to the final destination at a charge of \$1998.00 (initially more). Total cost \$3,429.00 with an original estimate of \$1752.00. The estimate was requested multiple times in writing but never provided. Other companies estimated for less and would have vaulted our household items for better service.

Did you speak to a supervisor from your utility or transportation company?

If "Yes", what was the result?

He failed on numerous occasions to provide a written estimate. When the delivery process was completed and our dissatisfaction stated, Austin offered us \$250.00 if we did not file a complaint. The money was refused.

What do you think the company should do to resolve your complaint?

I would like the company to be held to their oral agreement of \$1752.00 since they repeatedly promised it in writing but failed to provide. The lowball estimate was a deliberate and gross deception to can our business. Request a refund of \$1577.00 (the difference between the actual cost from the estimate.