



STATE OF WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION

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June 5, 2023

Amanda Maxwell, Executive Director and Secretary
Washington Utilities and Transportation Commission
P.O. Box 47250
Olympia, WA 98504-7250

RE: *Washington Utilities and Transportation Commission v. Matt Deter d/b/a Speedy Movers LLC*
Commission Staff's Response to Application for Mitigation of Penalties
Docket TV-230319

Dear Ms. Maxwell:

On May 8, 2023, the Washington Utilities and Transportation Commission (Commission) issued a penalty assessment against Matt Deter d/b/a Speedy Movers LLC (Speedy Movers or Company) in the amount of \$8,600 for violations of Washington Administrative Code (WAC) 480-15-620 and Tariff 15-C, Item 85; and WAC 480-15-710 (3) and Tariff 15-C, Item 95 as follows:

- **43 Violations of WAC 480-15-620 and Tariff 15-C, Item 85 – Failing to include information on an Estimate as described in the Commission-published tariff.**
 - Failed to provide a space on the estimate form for the customer to sign acknowledging that they received a copy of the Consumer Guide to Moving in Washington State.
 - Failed to include the Company's address as recorded with the Commission.
 - Failed to indicate on the estimate whether it is binding or non-binding.
 - Failed to include the required information for binding and non-binding moves.
 - Failed to include the forms of payment the Company will accept, including any terms or conditions that apply to the form of payment, such as interest rates charged for credit plans.

- Failed to include the signature of the carrier personnel that completed the estimate form and the date signed.
- **43 Violations of WAC 480-15-710 (3) and Tariff 15-C, Item 95 – Failing to include information on a Bill of Lading as described in the Commission-published tariff.**
 - Failed to include the start, stop, and interruption times of each employee involved in the move. In addition, the Bill of Lading forms do not include the time the vehicle left and returned to the terminal as required for hourly-rated moves.
 - Failed to include the amount and type of every charge assessed as a separate line item.
 - Failed to remove language in the contract terms on the Bill of Lading form that is not authorized by Tariff 15-C, Item 95 (2).

On May 23, 2023, Speedy Movers filed with the Commission its application for mitigation of penalties. In the request for mitigation, Derrick Hatke, General Manager of Speedy Movers, admits the violations, asks that penalties be reduced, and describes steps the Company took to prevent future occurrences, as follows:

- **WAC 480-15-620 and Tariff 15-C, Item 85 – Failing to include information on an Estimate as described in the Commission-published tariff.**
 - **Failed to provide a space on the estimate form for the customer to sign acknowledging that they received a copy of the Consumer Guide to Moving in Washington State.** Speedy Movers asks for mitigation. The Company states customers have been receiving a copy of the Consumer Guide when they send them an estimate through their CRM system, and the customer has been acknowledging receipt of the Consumer Guide on the bill of lading forms with an electronic signature. Speedy Movers submitted a corrected printable estimate form to the Commission which now includes a space for the customer to sign acknowledging receipt of the Consumer Guide.
 - **Failed to include the Company's address as recorded with the Commission.** Speedy Movers asks for mitigation. The Company states their address was noted on their estimate forms. However, Commission Staff (Staff) found the addresses on the estimate forms were not consistent and did not match the address on file with the Commission. On May 2, 2023, Speedy Movers updated its address with the Commission and this address is listed on the corrected estimate form the Company submitted to the Commission.
 - **Failed to indicate on the estimate whether it is binding or non-binding.** Speedy Movers asks for mitigation. The Company states that customers have been aware if the estimate was binding or non-binding through their CRM system, but it was not reflected on the printable version of the estimate. Speedy Movers submitted a

- corrected estimate form to the Commission which now reflects binding and non-binding.
- **Failed to include the required information for binding and non-binding moves.** Speedy Movers admits to this violation and submitted a corrected estimate form to the Commission which now includes information describing binding and non-binding.
 - **Failed to include the forms of payment the Company will accept, including any terms or conditions that apply to the form of payment, such as interest rates charged for credit plans.** Speedy Movers admits to this violation and submitted a corrected estimate form to the Commission which now includes any terms or conditions that apply to the form of payment accepted.
 - **Failed to include the signature of the carrier personnel that completed the estimate form and the date signed.** Speedy Movers admits to this violation and submitted a corrected estimate form to the Commission which now includes a signature line for both the customer and the carrier to sign and date.
 - **WAC 480-15-710 (3) and Tariff 15-C, Item 95 – Failing to include information on a Bill of Lading as described in the Commission-published tariff.** Speedy Movers submitted to the commission an updated printable estimate form that contains corrections addressing violations noted in the penalty assessment.
 - **Failed to include the start, stop, and interruption times of each employee involved in the move. In addition, the Bill of Lading forms do not include the time the vehicle left and returned to the terminal as required for hourly-rated moves.** Speedy Movers asks for mitigation. The Company states that this information is recorded in their CRM system and visible to the office, crew, and customers but was not reflected on the bill of lading form. The Company asked for clarification of this violation, which Staff provided. Speedy Movers submitted a corrected bill of lading form to the Commission which now includes a space to indicate start, stop, and interruption times for each employee in addition to when the vehicle leaves and returns to the terminal.
 - **Failed to include the amount and type of every charge assessed as a separate line.** Speedy Movers asks for mitigation. The Company states that the bill of lading forms it submitted to Staff reflects an itemized list of charges being assessed but has updated the bill of lading form to include total charges instead of estimated charges.
 - **Failed to remove language in the contract terms on the Bill of Lading forms that is not in Tariff 15-C, Item 95 (2).** Speedy Movers asks for mitigation. The Company stated their bill of lading already reflected itemized list of charges being assessed. Staff provided additional technical assistance to the Company regarding this violation.

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In response to Speedy Mover's application for mitigation of penalties, Staff reviewed corrected printable estimate and bill of lading forms the Company submitted to the Commission and confirmed they comply with Tariff 15-C. The Company also commits to using the corrected forms moving forward. While the company ignored Staff's previous technical assistance detailing how to correct their estimate and bill of lading forms, Staff is encouraged with the Company's actions to now ensure their estimate and bill of lading forms comply with WAC and Tariff 15-C as outlined in the penalty assessment. For these reasons, Staff recommends the penalty of \$8,600 be reduced to \$5,600, calculated as follows:

- Staff recommends the penalty of \$4,300 for 43 violations of WAC 480-15-620, Tariff 15-C, Item 85 be reduced to \$2,800.
- Staff recommends the penalty of \$4,300 for 43 violations of WAC 480-15-710 (3), Tariff 15-C, Item 95 be reduced to \$2,800.

Staff further recommends that \$2,000 of the reduced penalty be suspended for a period of two years, and waived thereafter, subject to the conditions that: 1) Speedy Movers does not incur any repeat violations of WAC 480-15-620, WAC 480-15-710 (3), and Tariff 15-C, Item 85 and Item 95, and 2) Speedy Movers pays the \$3,600 portion of the penalty that is not suspended.

If you have any questions, please contact Jaquandria Ewanika, Compliance Investigator, Consumer Protection, at (360)-644-1320, or by email at Jaquandria.Ewanika@utc.wa.gov.

Sincerely,

Bridgit Feeser, Assistant Director
Consumer Protection