

BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION

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

JFS TRANSPORT, INC. d/b/a
COAST MOVERS

DOCKET TV-200861

DECLARATION OF
JACQUE HAWKINS-JONES

I, Jacque Hawkins-Jones, under penalty of perjury under the laws of the state of Washington, declares as follows:

1 I am employed by the Washington Utilities and Transportation Commission (Commission) as a Compliance Investigator in the Consumer Protection Section. As a Compliance Investigator, my responsibilities include conducting investigations regarding the business practices of regulated utility and transportation companies. As part of those duties, I investigate household goods moving companies that may be operating in violation of Commission rules.

2 On September 14, 2018, JFS Transport, Inc. d/b/a Coast Movers (JFS Transport or Company) and Commission Staff filed a Settlement Agreement to resolve the complaint filed in Docket TV-180315. The parties agreed that the owner, Jonathon Sheridan, and two employees will participate in the Commission's household goods movers training, which they did on August 15, 2018. The Company will create and use for all intrastate moves a Bill of Lading, Cube Sheet, Estimate form, and a Customer Complaint form in compliance with Commission rules. The Company will also create a Moving Checklist for its internal use on all intrastate moves and retain the completed checklist along with other move related

documents consistent with Commission rules. The Company provided copies of all above mentioned forms as a part of the Settlement Agreement.

3 The parties also agreed JFS Transport must issue refunds to the customers identified in the complaint – a total refund of \$3,324.50.

4 On Sept. 24, 2018, the Commission accepted and adopted the Settlement Agreement and issued Order 02¹ in Docket TV-180315. Order 02 assessed the Company a \$15,000 penalty against JFS Transport for violations of Commission rules and Tariff 15-C. The Commission suspended a \$10,000 portion of the penalty for two years, with conditions, and approved a payment plan for the \$5,000 portion of the penalty not suspended. It also ordered staff to conduct a follow-up review at the end of the two years from the effective date of Order 02.

5 On May 6, 2020, I was assigned the follow-up investigation to review JFS Transport's compliance with the terms of the Settlement Agreement approved in Order 02, Docket TV-180315.

6 I reviewed company records for 24 moves during the period of Jan. 1, 2020, through March 31, 2020. I also reviewed the Settlement Agreement, investigative file, and communicated with Jonathon Sheridan.

7 I found the Company complied with Order 02 when Jonathon Sheridan and two JFS Transport employees attended the Commission's household goods training on Aug. 15, 2018. Also, when the Company provided copies of its Sample Bill of Lading, Sample Cube Sheet, Sample Estimate, and Sample Complaint Form as attachments to the Settlement Agreement.

¹ See Attachment A for a copy of Commission Order 02 in Docket TV-180315 accepted on Sept. 24, 2020.

8 I also found JFS Transport complied with Order 02 when it completed the \$5,000
payment arrangement on July 30, 2020.

9 I found the Company failed to comply with Order 02 regarding the condition of no
repeat violations. JFS Transport improperly charged 22 customers a transportation fee,
which included a fuel charge. In Docket TV-180315, the Company charged eight customers
a fuel charge, in violation of WAC 480-15-190.

10 I found JFS Transport failed to comply with Order 02 regarding customer refunds.
JFS Transport provided documentation demonstrating refunds were provided to 18 of the 36
customers who were overcharged. The Company claimed two additional customers received
a refund by check, three customers declined the refund, and 13 customers did not respond
back to the Company. The Company failed to provide documentation to support these
additional claims.

11 I found JFS Transport did not comply with Order 02 when it failed to complete the
Moving Checklist on any of the 24 moves I reviewed. Additionally, the Company still did
not completely and properly fill out the Bill of Lading form on any of the 24 moves
reviewed.

12 I recommend the Commission impose the \$10,000 suspended penalty against JFS
Transport for violating Commission Order 02 in Docket TV-180315.

13 On Aug. 31, 2020, during my review of JFS Transport 2019 annual report filing, I
found that on March 2, 2020, the Commission issued Order 01² in Docket TV-191046 and
notified JFS Transport that its permit was cancelled for failure to file an annual report and
pay the associated regulatory fees.

² See Attachment B for Order 01 in Docket TV-191046, effective March 2, 2020.

14 On Oct. 13, 2020, I reviewed the Company’s web page. The page advertised moving services and displayed “License: UTC HG-64232.”³ Using a fictitious name, I used the free moving quote option available on the web page. I requested a quote for a move to occur on Oct. 31, 2020, from zip code 98465 to zip code 98023. I was required to enter my name, email address and phone number, which I provided, before submitting my request.

15 On Oct. 20, 2020, at 12:38 p.m., I missed a telephone call from 1-888-546-6820. The caller left a voicemail and identified himself as Jason from JFS Transport and asked that I return his phone call. I called 1-888-546-6820 and spoke with Jason. He apologized for the delay and said he has been really busy. I told Jason I was still interested in receiving a quote from him regarding my upcoming move. He said he was booked on Oct. 31 as they have “a couple really big moves scheduled that day” but he had availability on Oct. 29 and 30 and Nov. 1 and 2.

16 Jason said he was looking at my request and found that the zip codes I was requesting to be moved to and from were “about 35 miles apart.” Jason asked if I was currently living in an apartment or house and what type of residence I was moving into. I told him that I was moving from an apartment to an apartment. Jason asked what the square footage was for each apartment. I told him my current 2 bedroom apartment is about 700 square feet and my new apartment is bigger than that, but I was unsure of the exact square footage. Jason asked what floor my current apartment and new apartment were located on. I said my current apartment is on the first floor and my new apartment is on the second floor. Jason asked if the second floor apartment was accessible by stairs or elevator. I told him it is

³ See Attachment C for a screen shot of JFS Transport web page, captured Oct. 20, 2020.

accessible by stairs. Jason also asked if both apartment complexes have parking space big enough for a “large moving truck.” I told him I believe so.

17 Jason asked if I had any heavy pieces of furniture such as pool tables. I told him I did not.

18 Jason said the move would take three guys and a truck at a rate of \$185 per hour and a transportation fee of \$395. He told me the transportation fee covers “fuel, mileage, equipment and tools. You know, all the things to complete a move.” Jason said the travel time between locations would be about 30 to 60 minutes and once he knows the exact addresses for each apartment, he could give me an exact time for travel.

19 Jason said he would send me the final quote to my email address. Jason said because he did not have any openings on Oct. 31 as I requested, he would give me \$20 off per hour. Jason said there is a \$200 non-refundable deposit and although it is non-refundable, he said I can reschedule the move any time.

20 On Oct. 24, 2020, Jason sent me an email and included details of the move quote.⁴

21 I found the company continued to operate as a household goods moving company after receiving Order 01 in Docket TV-191046 canceling their household goods carrier permit to operate in Washington.

22 DATED this 4th day of November 2020, at Olympia, Washington.

_____/s/ Jacque Hawkins-Jones_____
JACQUE HAWKINS-JONES

⁴ See Attachment D for a copy of the move quote email received on Oct. 24, 2020.

Attachment A

Service Date: September 24, 2018

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Complainant,

v.

JFS TRANSPORT, INC. d/b/a
COAST MOVERS

Respondent.

DOCKET TV-180315

ORDER 02

INITIAL ORDER APPROVING
SETTLEMENT AGREEMENT

BACKGROUND

- 1 **PROCEDURAL HISTORY.** On June 20, 2018, the Washington Utilities and Transportation Commission (Commission) issued Order 01, Complaint for Penalties; Notice of Brief Adjudicative Proceeding (Order 01 or Complaint) in Docket TV-180315. The Commission initiated this proceeding as the result of an investigation by Commission staff (Staff) of JFS Transport, Inc. d/b/a Coast Movers' (JFS Transport or Company) practices. The Complaint alleged seven causes of action that included 241 violations of Washington Administrative Code (WAC) chapter 480-15 and Tariff 15-C, and requested that the Commission impose monetary penalties on the Company for violations of Commission rules and state laws and order the Company to refund excess charges to customers who had been overcharged. Order 01 required the Company to appear before the Commission at a brief adjudicative proceeding on July 24, 2018, at 9:30 a.m.
- 2 On July 3, 2018, Staff filed a letter to this docket with the Commission, indicating that the owner of JFS Transport, Mr. Jonathon Sheridan, had contacted Staff and requested a continuance of the brief adjudicative proceeding. Staff had no objection to the request for continuance.

**Pursuant to RCW 80.01.060(3)
This packet is the final order
In this docket.**

- 3 On July 13, 2018, the Commission issued a Notice Rescheduling Brief Adjudicative Proceeding, setting the brief adjudicative proceeding to commence on August 20, 2018, at 1:30 p.m.
- 4 On August 10, 2018, Staff, through its attorney and on behalf of the parties, filed a letter to this docket indicating that Staff and JFS Transport (collectively, the Parties) had reached a settlement in principle. The Parties requested the temporary suspension of the procedural schedule and proposed filing a final settlement proposal and supporting narrative, or a status report, by August 31, 2018. At the request of the parties, this date was later extended to September 14, 2018.
- 5 On September 14, 2018, Staff, through its attorney and on behalf of the Parties, filed a Joint Settlement Agreement (Settlement Agreement) and Appendices. On September 21, 2018, Staff, through its attorney and on behalf of the Parties, filed a Supporting Narrative in support of the Settlement Agreement.
- 6 Christopher M. Casey, Assistant Attorney General, Olympia, Washington, represents Staff. Kristina Southwell, Gordon Thomas Honeywell, LLP, Tacoma, Washington, represents JFS Transport, Inc. d/b/a Coast Movers.
- 7 **SETTLEMENT AGREEMENT.** The Parties present the Settlement Agreement as a full resolution of all matters in dispute.
- 8 The Parties agree that JFS Transport committed 241 violations of WAC 480-15-490, WAC 480-15-610, WAC 480-15-620, WAC 480-15-630, WAC 480-15-710, WAC 480-15-800, and Tariff 15-C, Items 85, 95, 205, and 230, as alleged in the Complaint.¹
- 9 The Parties agree that JFS Transport will issue refunds to the customers it overcharged between February 1, 2017, and April 30, 2017, totaling \$3,324.50. JFS Transport will clearly explain to its customers who are receiving refunds the reasons for the refunds via a notice, which Staff will review and approve prior to the issuance of refunds. JFS Transport agrees to issue the refunds within one month of the effective date of this Order.²

¹ *Wash. Utils. & Transp. Comm'n v. JFS Transport, Inc. d/b/a Coast Movers*, Docket TV-180315, Settlement Agreement, 2, ¶ 8 (Sept. 14, 2018) [hereinafter "Settlement Agreement"].

² *Id.* at 2-3, ¶ 9.

- 10 The Parties agree that the Commission should assess a total penalty in the amount of \$15,000, with a \$10,000 portion of that total penalty amount suspended for a period of two years from the effective date of this Order, and then waived, subject to the following conditions: JFS Transport must not incur any repeat violation of state law, Commission orders, rules, or Tariff 15-C during the two-year period beginning the effective date of this Order; and, the Company must not fail to pay any monthly installment towards the \$5,000 penalty amount, as detailed in paragraph 11, below.³
- 11 The Parties agree that the Commission should assess a \$5,000 penalty amount against the Company, which the Company will pay in 20 consecutive monthly installments of \$250 each. Each installment is due and payable no later than the first day of each month for 20 months beginning the first month after the effective date of this Order. JFS Transport may make payments in advance of these due dates to discharge its payment obligation. Any prepayment of the penalty amount will be credited to the last date an installment is due. If the Company fails to pay any installment by the due date, the entire remaining balance of payments, including the entire suspended portion of the penalty, will become immediately due and payable without further Commission order.⁴
- 12 The Parties agree that Staff will conduct a review within two years from the effective date of this Order and recommend whether the Commission should waive or impose the suspended penalty amount of \$10,000.⁵
- 13 The Parties agree that Mr. Jonathon Sheridan, owner of JFS Transport, and two other employees will attend the Commission's household goods movers training. They attended such training on August 15, 2018.⁶
- 14 The Parties agree that JFS Transport will create and use for all of its intrastate moves a Bill of Lading, Cube Sheet, Estimate, and an internal Moving Checklist for its employees, and have available a Complaint Form in compliance with Commission rules for customers who wish to file a complaint. The Company will retain its completed checklist along with its copy of signed written Estimate, Bill of Lading, and any other documents related to the move consistent with Commission rules and for no less than two

³ *Id.* at 3, ¶¶ 10-11.

⁴ *Id.* at 3, ¶ 10.

⁵ *Id.* at 3, ¶ 12.

⁶ *Id.* at 4, ¶ 13.

years from the effective date of this Order. The Moving Checklist, Sample Bill of Lading, Sample Cube Sheet, Sample Estimate, and Complaint Form are attached to the Settlement Agreement in Appendices A - E.⁷

- 15 **SUPPORTING NARRATIVE.** The Supporting Narrative filed by the Parties describes the scope of the underlying dispute, which concerns alleged violations of Commission laws and rules discovered through a compliance investigation, a description of the Settlement Agreement, an explanation of the Parties' interests and the public interest, and the Parties' proposal of appropriate procedures for review of the Settlement Agreement.
- 16 On March 20, 2017, Staff initiated a compliance investigation, after receiving an informal consumer complaint regarding JFS Transport, into the Company's business practices to determine if the Company was in compliance with Commission rules and Tariff 15-C.
- 17 Staff reviewed documents related to 45 intrastate moves conducted by JFS Transport between February 1, 2017, and April 30, 2017, including bills of lading and customer invoices. Staff's investigation resulted in its discovery of multiple violations of Commission rules and provisions of Tariff 15-C.
- 18 The Supporting Narrative explains the Parties' belief that the Settlement Agreement is in their best interests because it represents a compromise of the positions of the Parties and avoids the expense, inconvenience, uncertainty, and delay inherent in a litigated outcome. It further explains that the public interest is served by concluding the dispute in this case without further expenditure of public resources on litigation expenses.
- 19 The Supporting Narrative explains that the Parties believe a refund to customers totaling \$3,324.50 and a \$15,000 penalty is appropriate in this case, and that the \$10,000 portion of the penalty that is suspended subject to conditions will provide a strong financial incentive for future compliance.
- 20 The Supporting Narrative explains that Staff's primary goal in any enforcement action is compliance. It describes how the Parties have developed and agreed to a compliance plan to further the Company's future compliance with Commission rules and regulations, including the Company's express intent to conform to state laws, regulations, and Tariff 15-C; commitment to attend household good movers training; and, creation of necessary forms that will help ensure future compliance.

⁷ *Id.* at 4, ¶ 13.

21 The Supporting Narrative explains the Parties' concurrence that a formal settlement hearing along with an opportunity for public comment are not necessary in this case. The Parties explain that the matter at issue in this case is considerably less complex than a general rate proceeding and there are no opponents of the settlement to the knowledge of the Parties. Because this matter is uncontested and of a less complex nature, the Parties believe it is appropriate for the Commission to review the proposed Settlement Agreement entirely on a paper record, without a formal settlement hearing and public comment.

DISCUSSION AND DECISION

22 WAC 480-07-740 provides the Commission's procedural rules for consideration of any proposed settlement. For matters that are less complex than general rate cases, less time is required between the filing of a proposed settlement agreement and the effective date imposing any terms and conditions of the settlement.⁸ Additionally, WAC 480-07-740(1)(d) states that "[t]he commission will schedule a hearing to consider a proposed settlement if the commission believes that a hearing will assist it to decide whether to adopt the proposal."

23 The Parties concur with each other that no hearing is necessary in this case due to its less complex nature and because the Settlement Agreement is unopposed. We agree. We do not believe that a hearing to consider the Settlement Agreement would assist in deciding whether to adopt the proposal, and we believe that making a decision in this matter on a paper record is appropriate because this matter is less complex and the Settlement Agreement is unopposed.

24 WAC 480-07-750(1) states, in part: "The commission will approve settlements when doing so is lawful, the settlement terms are supported by an appropriate record, and when the result is consistent with the public interest in light of all the information available to the commission." Thus, the Commission considers the individual components of the Settlement Agreement under a three-part inquiry, asking:

- Whether any aspect of the proposal is contrary to law.
- Whether any aspect of the proposal offends public policy.

⁸ WAC 480-07-740(1)(b).

- Whether the evidence supports the proposed elements of the Settlement Agreement as a reasonable resolution of the issue(s) at hand.

The Commission must determine one of three possible results:

- Approve the proposed settlement without condition.
- Approve the proposed settlement subject to conditions.
- Reject the proposed settlement.

25 We approve the Settlement Agreement without condition.

26 The parties made concessions relative to their respective litigation positions to arrive at a settlement that is in the interest of all parties and in the public interest. JFS Transport admits that it violated state and federal laws and rules. The Company also agrees that the Commission should assess a penalty for those violations and that it will issue refunds to the customers that it overcharged between February 1, 2017, and April 30, 2017. Finally, the Parties have agreed to a compliance plan that will help ensure the Company's future compliance with the Commission's rules and regulations.

27 We agree with the Parties that the public interest is served by this Settlement Agreement, but not only by concluding this matter without further expenditure of public resources on litigation expenses in this case. Additionally, we find that the Settlement Agreement serves the public interest by remitting refunds to those customers of the Company who were overcharged and by educating those customers as to the reason for why such refunds were necessary. This makes these customers whole and helps educate the public about the correct business practices for household goods carriers.

28 We agree with the Parties that a total penalty of \$15,000 is appropriate in this case. Likewise, we agree that a \$10,000 portion of that amount should be suspended, subject to the conditions explained in paragraph 10, above. We find that the payment plan agreed by the Parties for the remaining \$5,000 portion of the penalty is reasonable. According to that plan, the Company will pay this \$5,000 portion in 20 consecutive monthly installments of \$250, each of which is due and payable no later than the first day of each month for 20 months beginning in the first month after the effective date of this Order.

29 Overall, the terms of the Settlement Agreement are not contrary to law or public policy and reasonably resolve all issues in this proceeding. Additionally, evidence supports the proposed elements of the Settlement Agreement as reasonable resolutions of the issues at

hand. Given these factors, we find the Settlement Agreement is consistent with the public interest and should be approved as filed.

FINDINGS AND CONCLUSIONS

- 30 (1) The Commission is an agency of the state of Washington, vested by statute with authority to regulate rates, rules, regulations, and practices of public service companies, including household goods carriers, and has jurisdiction over the parties and subject matter of this proceeding.
- 31 (2) JFS Transport, Inc. d/b/a Coast Movers is a household goods carrier subject to Commission regulation.
- 32 (3) The Settlement Agreement proposed by the Parties is of a less complex matter and is unopposed.
- 33 (4) A hearing is unnecessary in this case to assist the Commission in deciding whether to adopt the Settlement Agreement.
- 34 (5) The Settlement Agreement is not contrary to law or public policy and it reasonably resolves all issues in this proceeding.
- 35 (6) The Settlement Agreement is consistent with the public interest and should be approved as filed.
- 36 (7) The Commission should approve the Settlement Agreement without condition and order the penalty amount, conditions, and other terms as proposed by the Parties in the Settlement Agreement.

ORDER

THE COMMISSION ORDERS:

- 37 (1) The Settlement Agreement is approved without condition, is attached as Exhibit A to, and incorporated into, this Order, and is adopted as the final resolution of all issues in this proceeding.
- 38 (2) The Commission assesses a \$15,000 penalty against JFS Transport, Inc. d/b/a Coast Movers for 241 violations of WAC chapter 480-15 and Tariff 15-C, and

suspends \$10,000 of the total penalty amount for two years from the effective date of this Order, and waives it thereafter, subject to the following conditions:

- JFS Transport, Inc. d/b/a Coast Movers must not incur any repeat violations of state law, Commission orders, rules, or Tariff 15-C during that two-year period; and,
- JFS Transport, Inc. d/b/a Coast Movers must timely pay all monthly installments of the \$5,000 penalty amount, as detailed in paragraph 11, above.

- 39 (3) The Commission approves the Parties' proposed payment plan for the \$5,000 portion of the penalty. JFS Transport, Inc. d/b/a Coast Movers is required to make 20 consecutive monthly installments of \$250, each of which is due and payable no later than the first day of each month, beginning the first month after the effective date of this Order. JFS Transport, Inc. d/b/a Coast Movers may make payments in advance of the due date to discharge its payment obligation. Any prepayment of the penalty amount will be credited to the last date an installment is due. If JFS Transport, Inc. d/b/a Coast Movers fails to pay any installment by the due date, the entire remaining balance of payments, including the entire suspended portion of the penalty amount, will become immediately due and payable without further Commission order.
- 40 (4) JFS Transport, Inc. d/b/a Coast Movers must issue refunds to the customers it overcharged for intrastate moves between February 1, 2017, and April 30, 2017, totaling \$3,324.50, within one month of the effective date of this Order. JFS Transport, Inc. d/b/a Coast Movers is required to issue a notice to affected customers that clearly explains the reasons for the refunds.
- 41 (5) JFS Transport, Inc. d/b/a Coast Movers must create and use for all of its intrastate moves a Bill of Lading, Cube Sheet, Estimate, and an internal Moving Checklist for its employees, and have available a Complaint Form in compliance with Commission rules for customers who wish to file a complaint. The Company must retain its completed checklist along with its copy of signed written Estimate, Bill of Lading, and any other documents related to a move consistent with Commission rules and for no less than the two years from the effective date of this Order.

42 (6) The Commission retains jurisdiction to effectuate the terms of this Order.

DATED at Olympia, Washington, and effective September 24, 2018.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

ANDREW J. O'CONNELL
Administrative Law Judge

NOTICE TO PARTIES

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

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

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

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

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

Exhibit A

Settlement Agreement

Attachment B

**Service Date: March 2,
2020**

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

WASHINGTON UTILITIES AND
TRANSPORTATION COMMISSION,

Complainant, v.

A-1 PIANO SALES & RENTALS, INC.;
ALAKSA COAST TRANSPORT, INC.;
AMERICAN MOVING CO., INC.; ARAYS
MOVING SERVICE LLC; BACKBREAKERS
NW, LLC; CALLBOX STORAGE LLC; FIVE
STARS DELIVERY LLC; FRIENDS &
FAMILY MOVING & STORAGE LLC; JFS
TRANSPORT, INC.; JOHN VOLKEN
ACADEMY; JOHNSON’S MOVING LLC;
ALBERTO MORENO MENDOZA; JASON M.
NELSON; PACIFIC KING RELOCATION &
LOGISTICS SYSTEMS LLC; PNW MOVING
AND DELIVERY LLC; PROPERTY PROS
EXTERIOR SOLUTIONS LLC; REDEFYNE
MOVING LLC; STANLEY G. ALEXANDER,
INC.; and WE LIKE TO MOVE IT, MOVE IT!!
LLC,

Respondents.

DOCKET TV-191046

ORDER 01

INITIAL ORDER GRANTING
REQUEST TO DISMISS
COMPLAINT AGAINST 12
COMPANIES; GRANTING
REQUEST TO FIND REMAINING
COMPANIES IN DEFAULT AND
CANCEL PERMITS FOR FAILURE
TO FILE ANNUAL REPORTS AND
PAY REGULATORY FEES

BACKGROUND

- 1* On January 21, 2020, the Washington Utilities and Transportation Commission (Commission) entered a complaint against A-1 Piano Sales & Rentals, Inc., (A-1 Piano), Alaska Coast Transport, Inc., (Alaska Coast), American Moving Co., Inc., (American

**Pursuant to RCW 80.01.060(3)
This packet is the final
Order in this docket.**

Moving), Arays Moving Service, LLC, (Arays Moving), Backbreakers NW, LLC, (Backbreakers), Callbox Storage LLC (Callbox), Five Stars Delivery LLC (Five Stars), Friends & Family Moving & Storage, Inc., (Friends & Family), JFS Transport, Inc., (JFS), John Volken Academy (Volken), Johnson's Moving LLC (Johnson's Moving), Alberto Moreno Mendoza (Mendoza), Jason M. Nelson (Nelson), Pacific King Relocation & Logistics Systems LLC (Pacific), PNW Moving and Deliver LLC (PNW), Property Pros Exterior Solutions (Property Pros), Redefyne Moving, LLC (Redefyne), Stanley G. Alexander, Inc., (Alexander), and We Like to Move It, Move It!! LLC (We Like to Move It). The complaint alleges that each company failed to file required annual reports for 2019 and also failed to pay required regulatory fees. The Commission set this matter for hearing and notified all respondents that any party that failed to attend or participate in the hearing may be held in default.

- 2 The complaint was heard on February 27, 2020, in Lacey, Washington before Administrative Law Judges Samantha Doyle and Rayne Pearson. Jeff Roberson, Assistant Attorney General, Olympia, Washington represents Commission staff (Staff).¹ During the hearing, Staff presented the testimony of Rachel Stark, Regulatory Analyst. None of the household goods carriers named in the complaint appeared at the hearing or presented testimony.

DISCUSSION AND DECISION

- 3 **Applicable Law.** Every public service company operating in Washington is required to file an annual report that sets forth the company's operations during the preceding year.² Every common carrier must also pay a regulatory fee of no more than one quarter of one percent of its gross income from intrastate operations for the previous calendar year on or before the date specified by the Commission.³ Commission rules require all permitted household goods carriers to file annual reports and pay regulatory fees by May 1.⁴ The Commission may cancel a household goods carrier permit for good cause, which

¹ In formal proceedings, such as this, the Commission's regulatory staff participates like any other party, while the Commissioners make the decision. To assure fairness, the Commissioners, the presiding administrative law judge, and the Commissioners' policy and accounting advisors do not discuss the merits of this proceeding with the regulatory staff, or any other party, without giving notice and opportunity for all parties to participate. *See* RCW 34.05.455.

² RCW 81.04.080.

³ RCW 81.80.321.

⁴ WAC 480-15-480.

includes, but is not limited to, the failure to file an annual report or pay regulatory fees.⁵ Any party who fails to attend or participate in a hearing scheduled by the Commission may be held in default.⁶

4 **Motion to Dismiss.** At the hearing, Staff moved to dismiss the complaint against 8 companies named in the complaint because each of those companies filed its annual report and paid its regulatory fee, as follows:

- Alaska Coast filed its annual report on January 22 and paid its regulatory fee on January 27, 2020.
- American Moving filed its annual report on February 6 and paid its regulatory fee on February 25, 2020.
- Backbreakers filed its annual report on February 3 and paid its regulatory fee on February 4, 2020.
- Callbox filed its annual report and paid its regulatory fee on February 4, 2020.
- Five Stars filed its annual report on January 24 and paid its regulatory fee on January 27, 2020.
- Friends & Family filed its annual report and paid its regulatory fee on February 27, 2020.
- PNW filed its annual report and paid its regulatory fee on February 24, 2020.
- Alexander filed its annual report and paid its regulatory fee on January 27, 2020.

In addition, A-1 Piano's, Arays Moving's, Nelson's, and Pacific's household goods permits were cancelled for failure to provide proof of insurance prior to the hearing.⁷ The motion to dismiss the complaint against these 12 companies was granted.

5 **Default.** Staff moved that the 7 companies be held in default for failing to appear at the hearing. The record reflects that each company was sent notice of the hearing by certified and first class mail at its address of record, and by email at its email address of record, and failed to appear or otherwise respond to the complaint.⁸ Therefore, the motion for

⁵ WAC 480-15-450.

⁶ RCW 34.05.440; WAC 480-07-450.

⁷ *A-1 Piano* Docket TV-200031; *Arays Moving* Docket TV-200034; *Nelson* Docket TV-200060; *Pacific* Docket TV-191039.

⁸ Pursuant to WAC 480-07-150(4), the Commission may serve documents electronically except where proof of service is required by law. The Commission's Final Order adopting changes to WAC 480-07 accepted Staff's position that electronic service is acceptable for commencing adjudicative proceedings against regulated companies. *See* General Order 588 – Final Adoption

default against each of these 7 companies was granted. Even so, Staff requested that the Commission hear and dispose of the substantive issues brought in the complaint against JFS, Volken, Johnson's Moving, Mendoza, Property Pros, Redefyne, and We Like To Move It.

6 **Complaint.** Ms. Stark testified that she reviews the Commission's Annual Report Tracking System (ARTS) to obtain a list of all companies that are delinquent in filing their annual reports or paying their regulatory fees. Ms. Stark reviewed ARTS data for each company named in the complaint as late as the morning of the hearing on February 27, 2020.

7 JFS holds authority to transport household goods in the state of Washington for compensation. As such, JFS is required to submit an annual report to the Commission and pay regulatory fees. A review of the Commission's files and records shows that JFS failed to file its annual report for 2019 and failed to pay regulatory fees. Moreover, JFS failed to appear at the time and place scheduled for hearing in this matter and is in default. Accordingly, JFS's household goods carrier permit should be canceled.

8 Volken holds authority to transport household goods in the state of Washington for compensation. As such, Volken is required to submit an annual report to the Commission and pay regulatory fees. A review of the Commission's files and records shows that Volken failed to file its annual report for 2019 and failed to pay regulatory fees. Moreover, Volken failed to appear at the time and place scheduled for hearing in this matter and is in default. Accordingly, Volken's household goods carrier permit should be canceled.

9 Johnson's Moving holds authority to transport household goods in the state of Washington for compensation. As such, Johnson's Moving is required to submit an annual report to the Commission and pay regulatory fees. A review of the Commission's files and records shows that Johnson's Moving failed to file its annual report for 2019 and failed to pay regulatory fees. Moreover, Johnson's Moving failed to appear at the time and place scheduled for hearing in this matter and is in default. Accordingly, Johnson's Moving's household goods carrier permit should be canceled.

10 Mendoza holds authority to transport household goods in the state of Washington for compensation. As such, Mendoza is required to submit an annual report to the Commission and pay regulatory fees. A review of the Commission's files and records

Order – WSR 17-06-051, Docket A-130355 ¶16 and Appendix A (March 2, 2017). Accordingly, the companies were properly served by electronic mail.

shows that Mendoza failed to file its annual report for 2019 and failed to pay regulatory fees. Moreover, Mendoza failed to appear at the time and place scheduled for hearing in this matter and is in default. Accordingly, Mendoza's household goods carrier permit should be canceled.

11 Property Pros holds authority to transport household goods in the state of Washington for compensation. As such, Property Pros is required to submit an annual report to the Commission and pay regulatory fees. A review of the Commission's files and records shows that Property Pros failed to file its annual report for 2019 and failed to pay regulatory fees. Moreover, Property Pros failed to appear at the time and place scheduled for hearing in this matter and is in default. Accordingly, Property Pros' household goods carrier permit should be canceled.

12 Redefyne holds authority to transport household goods in the state of Washington for compensation. As such, Redefyne is required to submit an annual report to the Commission and pay regulatory fees. A review of the Commission's files and records shows that Redefyne failed to file its annual report for 2019 and failed to pay regulatory fees. Moreover, Redefyne failed to appear at the time and place scheduled for hearing in this matter and is in default. Accordingly, Redefyne's household goods carrier permit should be canceled.

13 We Like to Move It holds authority to transport household goods in the state of Washington for compensation. As such, We Like to Move It is required to submit an annual report to the Commission and pay regulatory fees. A review of the Commission's files and records shows that We Like to Move It failed to file its annual report for 2019 and failed to pay regulatory fees. Moreover, We Like to Move It failed to appear at the time and place scheduled for hearing in this matter and is in default. Accordingly, We Like to Move Its household goods carrier permit should be canceled.

FINDINGS AND CONCLUSIONS

14 (1) The Commission is an agency of the State of Washington, vested by statute with authority to regulate rates, rules, regulations, practices, and accounts of public service companies, including common carriers such as household goods carriers.

15 (2) A-1 Piano, Alaska Coast, American Moving, Arays Moving, Backbreakers, Callbox, Five Stars, Friends & Family, JFS, Volken, Johnson's Moving, Mendoza, Nelson, Pacific, PNW, Property Pros, Redefyne, Alexander and, We

Like to Move It are each a “public service company,” “common carrier,” and “household goods carrier” as those terms are defined and used in RCW Title 81.

- 16 (3) On January 21, 2020, the Commission entered a complaint and notice of hearing. The complaint against each of the above-named household goods carriers sought cancellation of the company’s permit for failure to submit an annual report and pay regulatory fees. The notice of hearing scheduled a hearing to convene on February 27, 2020, in Lacey, Washington. Each of the above-named household goods carriers was properly served and notified of the hearing.
- 17 (4) Subsequent to the entry of the complaint, Alaska Coast, American Moving, Backbreakers, Callbox, Five Stars, Friends & Family, PNW and, Alexander each filed its annual report and paid its regulatory fee. Accordingly, the complaint against Alaska Coast, American Moving, Backbreakers, Callbox, Five Stars, Friends & Family, PNW and, Alexander should be dismissed.
- 18 (5) Subsequent to the entry of the complaint, A-1 Piano’s, Arays Moving’s, Nelson’s, and Pacific’s household goods permits were cancelled for failure to provide proof of insurance. Accordingly, the complaint against A-1 Piano, Arays Moving, Nelson, and Pacific should be dismissed.
- 19 (6) The failure of JFS, Volken, Johnson’s Moving, Mendoza, Property Pros, Redefyne, and We Like To Move It to file their annual reports for 2019 and pay regulatory fees constitutes good cause to cancel their household goods carrier permit to operate in Washington.
- 20 (7) JFS, Volken, Johnson’s Moving, Mendoza, Property Pros, Redefyne, and We Like To Move It are in default for failure to appear at the February 27, 2020, hearing in this matter.

ORDER

THE COMMISSION ORDERS THAT:

- 21 (1) The complaint against A-1 Piano Sales & Rentals, Inc., Alaska Coast Transport, Inc., American Moving Co., Inc., Arays Moving Service LLC, Backbreakers NW LLC, Callbox Storage LLC, Five Stars Delivery LLC, Friends & Family Moving & Storage, Inc., Jason M. Nelson, Pacific King Relocation & Logistics Systems LLC, PNW Moving and Delivery LLC, and Stanley G. Alexander, Inc., is dismissed.

- 22 (2) JFS Transport, Inc., John Volken Academy, Johnson's Moving LLC, Alberto Moreno Mendoza, Property Pros Exterior Solutions LLC, Redefyne Moving LLC, and We Like To Move It, Move It!! LLC are in default.
- 23 (3) The household goods carrier permits held by JFS Transport, Inc., John Volken Academy, Johnson's Moving LLC, Alberto Moreno Mendoza, Property Pros Exterior Solutions LLC, Redefyne Moving LLC, and We Like To Move It, Move It!! LLC are canceled for failure to file annual reports for 2019 and pay regulatory fees.

DATED at Lacey, Washington, and effective March 2, 2020.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

/s/ Samantha Doyle
SAMANTHA DOYLE
Administrative Law Judge

NOTICE TO PARTIES

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

WAC 480-07-450(2) states that a party held in default has 10 days after service of a default order to file a written motion requesting the order be vacated and the proceeding reopened for further process. The party held in default must state the grounds relied upon, including its reasons for failing to appear.

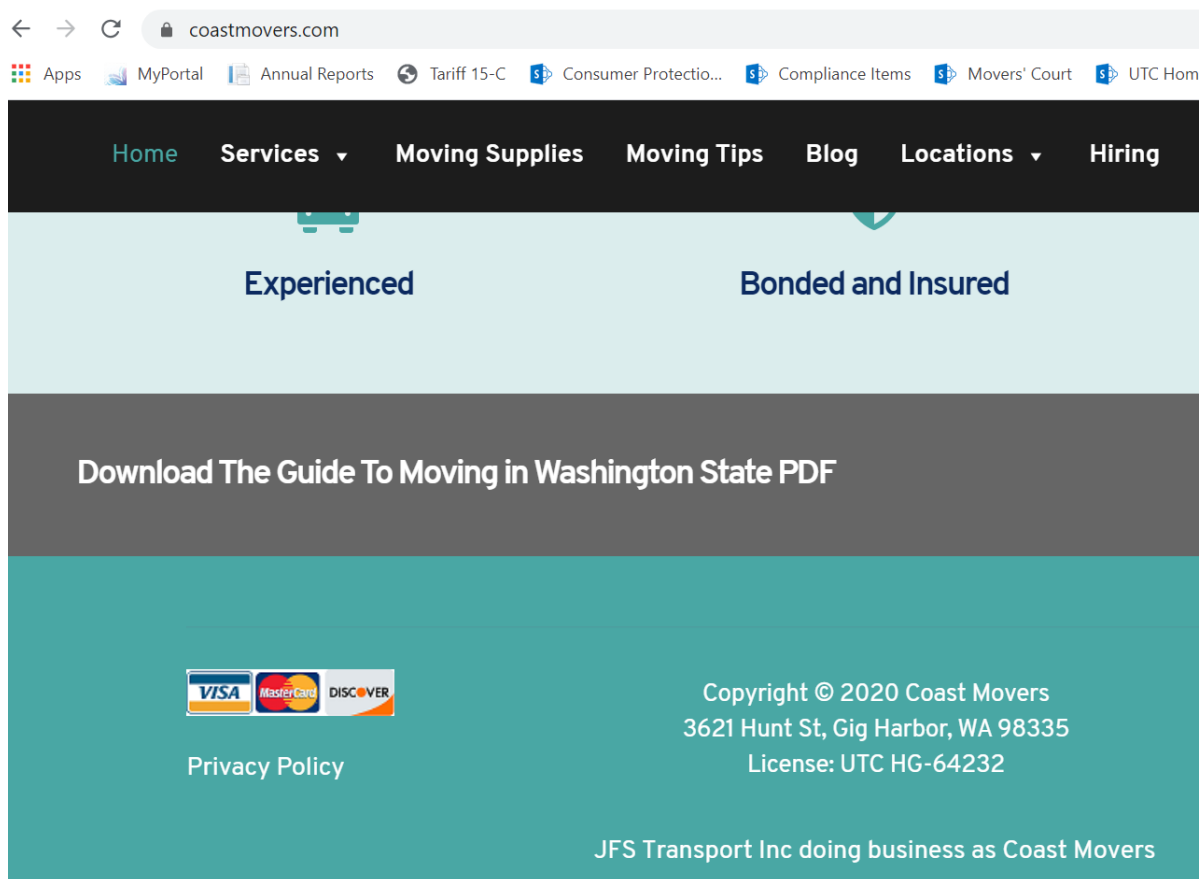
WAC 480-07-610(7) provides that any party to this proceeding has 21 days after service of this initial order to file a petition for administrative review (Petition). Section (7)(b) of the rule identifies what you must include in any Petition as well as other requirements for a Petition. WAC 480-07-610(7)(c) states that any party may file a response to a Petition within 7 days after service of the Petition.

WAC 480-07-830 provides that before the Commission enters a final order any party may file a petition to reopen a contested proceeding to permit receipt of evidence that is essential to a decision, but unavailable and not reasonably discoverable at the time of hearing, or for other good and sufficient cause. The Commission will give other parties in the proceeding an opportunity to respond to a motion to reopen the record, unless the Commission determines that it can rule on the motion without hearing from the other parties.

WAC 480-07-610(9) provides that an Initial Order will become final without further Commission action if no party seeks administrative review of the Initial Order and if the Commission does not exercise administrative review on its own motion.

Any Petition or response must be electronically filed through the Commission's web portal as required by WAC 480-07-140(5).

Attachment C



Screenshot of JFS Transport web page – captured Oct. 20, 2020.

Attachment D

10/30/2020

Gmail - JFS Transport



Ashley Brown <ashybrown84@gmail.com>

JFS Transport

1 message

JFS Transport <coastmovers@yahoo.com>

Sat, Oct 24, 2020 at 4:31 PM

Reply-To: JFS Transport <coastmovers@yahoo.com>

To: "ashybrown84@gmail.com" <ashybrown84@gmail.com>

Good Afternoon Ashleigh,

Here is the information regarding your move quote with us for the last week of October 2020. We still

have a few appointments left at the end of the month.

\$185/hr- Labor for 3 man crew (3 Hour minimum) (**\$175/hr after discount**)

Transportation Fee \$395 (**\$295 After discount**)

Add 30-60 Min of additional travel time depending on actual addresses

I can discount your move over \$150 if you book by Monday 10/26 6 PM.

We look forward to helping you with your move!

Thank you,
Jason

JFS Transport
(888)546-6820