

BEFORE THE WASHINGTON  
UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Investigation of

MR. MUSCLES MOVING COMPANY  
LLC

For Compliance with WAC 480-15-530,  
WAC 480-15-550, WAC 480-15-555,  
WAC 480-15-560, and WAC 480-15-570

DOCKET TV-220417

DECLARATION OF TRACY COBILE

- 1 I, Tracy Cobile, under penalty of perjury under the laws of the state of Washington, declare as follows.
- 2 I am over 18 years of age and competent to testify to the facts contained herein.
- 3 I am employed by the Washington Utilities and Transportation Commission (Commission) as a Special Investigator in the Motor Carrier Safety section, I have been in this position for one year and four months. As a Special Investigator with the Motor Carrier Safety section for the Commission, I conduct compliance investigations on regulated transportation companies, which includes inspecting applicable company records and commercial motor vehicles.
- 4 On April 18, 2022, as part of my 2022 Motor Carrier Safety workplan, I initiated a routine safety investigation of Mr. Muscles Moving Co. LLC (Mr. Muscles or Company). As part of my investigation, I utilized the Commission's Companies SharePoint site to view the current permit status and history details for Mr. Muscles. The initial permit for the Company was issued on June 15, 2020, in Docket TV-200443.
- 5 During the course of my investigation, I discovered that on November 5, 2021, Mr. Muscles' permit was canceled for lack of insurance on file with the Commission in Docket TV-210846. The Company was notified to immediately cease all operations associated with its permit.<sup>1</sup>
- 6 During the course of my investigation, I discovered that on January 10, 2022, the provisional permit for Mr. Muscles was reinstated in Docket TV-210917. The Company submitted proof of insurance, effective November 28, 2021, for review and consideration by the Commission prior to being reinstated.
- 7 During the investigation, I discovered that between November 6, 2021 and January 9, 2022, the Company operated a total of five times without a valid permit. The sample period for purposes of my investigation was from October 18, 2021 through April 18, 2022. Based on the records provided during the six months preceding the start to this investigation as

<sup>1</sup> THG-069221.

identified, the Company operated commercial motor vehicles in commerce conducting household goods moves without auto liability and property damage insurance on five occasions. The Company's bills of lading, true and correct copies of which are attached to my declaration as Exhibit A, were provided by the carrier to determine when the Company conducted household goods moves while unpermitted.

8 During the course of my investigation, I found that the following violations occurred while the carrier was operating under its reissued permit, (these violations are documented in Staff's Investigation Report, a true and correct copy of which is attached to my declaration as Exhibit B):

- Three critical violations of WAC 480-15-555;<sup>2</sup>
- Thirty critical violations of 395.8(a)(1);<sup>3</sup>
- One critical-type violation of 391.51(a);<sup>4</sup>
- Two violations of WAC 480-15-590;<sup>5</sup>
- One violation of 391.45(a) - with 23 occurrences identified;<sup>6</sup>
- One violation of WAC 480-15-480(4);<sup>7</sup>
- One violation of 396.3(b);<sup>8</sup> and,
- One violation of 396.17(a).<sup>9</sup>

DATED at Olympia, Washington, and effective this 16th day of June 2022.

/s/ Tracy Coble

TRACY COBILE

<sup>2</sup> Exh. B, Staff Investigation Report, Part B Violations, at 3.

<sup>3</sup> *Id.*

<sup>4</sup> *Id.* at 4.

<sup>5</sup> *Id.* at 3.

<sup>6</sup> *Id.* at 4.

<sup>7</sup> *Id.*

<sup>8</sup> *Id.* at 5.

<sup>9</sup> *Id.*

# Mr. Muscles Movers - BILL OF LADING

Lex Conner | 206-406-0920 | mrmusclesmovingco@gmail.com

Customer: This bill of lading establishes a contract between you and the household goods carrier. It confirms instructions and authorizes the carrier to move, pack, store and perform services shown hereon. Before you sign this document it is important that you first read it. Please ask for an explanation of anything that is not clear or is different from any previous information received from the carrier or the carrier's representatives.



Customer: <u>Ben &amp; Naomi</u>	Phone #:
Email Address:	Alternate Phone #:
Start Address: <u>Wire Storage</u>	
Additional Stop:	
Finish Address:	

**Hourly Rated Moves:**

Date	From	To	Arrive	Depart	End	Total Hrs	Rate	Charge
<u>Dec-1</u>	<u>2</u>	<u>2:30</u>						<u>\$150</u>

Total Transportation Charges: \$600

**Loss and damage protection (Valuation):** Customer must initial one option.

**Basic Value Protection** I release this shipment to a value of 60 cents per pound per article at no cost to me. This means I will be paid 60 cents per pound for the net weight of the lost or damaged item, regardless of actual value of item.

**Replacement Cost Coverage with \$300 Deductible** which includes a \$300 deductible paid by me. This option will cost \$1.15 per \$100 of declared value. The value I declare must be at least \$5.00s the net weight of the shipment.

**Replacement Cost Coverage With No Deductible** at a cost of \$1.40 per \$100 of declared value. The value I declare must be at least \$5.00 times the net weight of the shipment.

I declare a total value for this shipment at \$ \_\_\_\_\_

**Total Valuation Charges:** \$ \_\_\_\_\_

**Materials & Additional Services:**

Quantity	Product/ Service Type	Total
	at	per unit
	at	per unit
	at	per unit
	at	per unit
	at	per unit
	at	per unit
	at	per unit
	at	per unit
	at	per unit
	at	per unit
	at	per unit

**Total Charges** \_\_\_\_\_

Tax (9.5%) \_\_\_\_\_

**Grand Total:** \_\_\_\_\_

**Estimates:**

This shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on the non-binding estimate, the customer will not be required to pay more than 125% of the estimate (plus any supplemental)

**Customer Release:**

I have read and understand this contract and release my household goods to the carrier subject to the terms and conditions of this contract.

x Ben Conner 12-1-21  
Customer Signature Date

**Moving, Packing and Materials Charges**

Transportation Charges \_\_\_\_\_

Valuation \_\_\_\_\_

Materials and services \_\_\_\_\_

Total Moving Charges \_\_\_\_\_

Total Amount Paid \_\_\_\_\_

Balance Due 600

Customer acknowledges carrier delivered goods: YES NO

Ben Conner  
CUSTOMER SIGNATURE DATE

# Muscles Movers - BILL OF LADING

Lex Conner | 206-406-0920 | mrmusclesmovingco@gmail.com



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Customer: <u>Janette Peterson</u>	Phone #: <u>206-979-6217</u>
Email Address:	Alternate Phone #:
Start Address: <u>7834 SE 75th Pl, Mercer Island</u>	
Additional Stop:	
Finish Address: <u>9615 SW Walker</u>	

**Hourly Rated Moves:**

Date	#Crew	Start	Arrive	Breaks	Depart	End	Total hrs	Rate	Charges
<u>Dec-3</u>	<u>2</u>								<u>\$390</u>

Total Transportation Charges: \$390

**Loss and damage protection (Valuation):** Customer must initial one option.

**Basic Value Protection** I release this shipment to a value of 60 cents per pound per article at no cost to me. This means I will be paid 60 cents per pound for the net weight of the lost or damaged item, regardless of actual value of item.

**Replacement Cost Coverage with \$300 Deductible** which includes a \$300 deductible paid by me. This option will cost \$1.15 per \$100 of declared value. The value I declare must be at least \$5.00s the net weight of the shipment.

**Replacement Cost Coverage With No Deductible** at a cost of \$1.40 per \$100 of declared value. The value I declare must be at least \$5.00 times the net weight of the shipment.

I declare a total value for this shipment at \$ \_\_\_\_\_.

**Total Valuation Charges:** \$ \_\_\_\_\_.

**Materials & Additional Services:**

Quantity	Product/ Service Type	Total
at		per unit
at		per unit
at		per unit
at		per unit
at		per unit
at		per unit
at		per unit
at		per unit
at		per unit
at		per unit
Total Charges		
Tax (9.5%)		
Grand Total:		

**Estimates:**  
This shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on the non-binding estimate, the customer will not be required to pay more than 125% of the estimate (plus any supplemental)

**Customer Release:**  
I have read and understand this contract and release my household goods to the carrier subject to the terms and conditions of this contract.

NO

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

**Moving, Packing and Materials Charges**

Transportation Charges \_\_\_\_\_

Valuation \_\_\_\_\_

Materials and services \_\_\_\_\_

Total Moving Charges \_\_\_\_\_

Total Amount Paid \_\_\_\_\_

Balance Due \$390.00

Customer acknowledges carrier delivered goods: YES NO

NO

CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

# Mr. Muscles Movers - BILL OF LADING

Lex Conner | 206-406-0920 | mrmusclesmovingco@gmail.com



**Customer:** This bill of lading establishes a contract between you and the household goods carrier. It confirms instructions and authorizes the carrier to move, pack, store and perform services shown. Before you sign this document it is important that you first read it. Please ask for an explanation of anything that is not clear or is different from any previous information received from the carrier or the carrier's representatives.

Customer: <u>Sheehan</u>	Phone #: <u>206-927-6636</u>
Email Address:	Alternate Phone #:
Start Address: <u>6825 Weedon Pl NE</u>	
Additional Stop:	
Finish Address:	

**Hourly Rated Moves:**

Date	#Crew	Start	Arrive	Hours	Depart	End	Total Hrs	Rate	Charges
<u>12/29</u>	<u>#2</u>	<u>8:45</u>	<u>9:15</u>	<u>0</u>	<u>1:00</u>	<u>1:30</u>	<u>4.75</u>	<u>8155</u>	

Total Transportation Charges: \$736.25

**Loss and damage protection (Valuation):** Customer must initial one option.

**Basic Value Protection** I release this shipment to a value of 60 cents per pound per article at no cost to me. This means I will be paid 60 cents per pound for the net weight of the lost or damaged item, regardless of actual value of item.

**Replacement Cost Coverage with \$300 Deductible** which includes a \$300 deductible paid by me. This option will cost \$1.15 per \$100 of declared value. The value I declare must be at least \$5.00s the net weight of the shipment.

**Replacement Cost Coverage With No Deductible** at a cost of \$1.40 per \$100 of declared value. The value I declare must be at least \$5.00 times the net weight of the shipment. I declare a total value for this shipment at \$ \_\_\_\_\_.

**Total Valuation Charges:** \$ \_\_\_\_\_.

ST

**Materials & Additional Services:**

Quantity	Product/ Service Type	Total
at		per unit
at		per unit
at		per unit
at		per unit
at		per unit
at		per unit
at		per unit
at		per unit
at		per unit
at		per unit
Total Charges		
Tax (9.5%)		
Grand Total:		

**Estimates:**  
 This shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on the non-binding estimate, the customer will not be required to pay more than 125% of the estimate (plus any supplemental)

**Moving, Packing and Materials Charges**

Transportation Charges \_\_\_\_\_

Valuation \_\_\_\_\_

Materials and services \_\_\_\_\_

Total Moving Charges \_\_\_\_\_

Total Amount Paid \_\_\_\_\_

Balance Due \_\_\_\_\_

Customer acknowledges carrier delivered goods: YES NO

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CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**Customer Release:**  
 I have read and understand this contract and release my household goods to the carrier subject to the terms and conditions of this contract.

Sheehan  
 Customer Signature \_\_\_\_\_ Date 12-24-21

# Mr. Muscles Movers - BILL OF LADING

Lex Conner | 206-406-0920 | mrmusclesmovingco@gmail.com



**Customer:** This bill of lading establishes a contract between you and the household goods carrier. It confirms instructions and authorizes the carrier to move, pack, store and perform services shown. Before you sign this document it is important that you first read it. Please ask for an explanation of anything that is not clear or is different from any previous information received from the carrier or the carrier's representatives.

Customer: <u>Megan H.</u>	Phone #: <u>206-454-9685</u>
Email Address:	Alternate Phone #:
Start Address: <u>5445 17 Ave JW Seattle WA 98104</u>	
Additional Stop:	
Finish Address: <u>4409 SW Finley SE Seattle WA 98136</u>	

**Hourly Rated Moves:**

<u>01/02/2022</u>	<u>2</u>	<u>9:00</u>	<u>11:30</u>	<u>0</u>	<u>11:45</u>	<u>12:15</u>	<u>4.0</u>	<u>1/55</u>

Total Transportation Charges: \$620

**Loss and damage protection (Valuation):** Customer must initial one option.

MH **Basic Value Protection** I release this shipment to a value of 60 cents per pound per article at no cost to me. This means I will be paid 60 cents per pound for the net weight of the lost or damaged item, regardless of actual value of item.

**Replacement Cost Coverage with \$300 Deductible** which includes a \$300 deductible paid by me. This option will cost \$1.15 per \$100 of declared value. The value I declare must be at least \$5.00 the net weight of the shipment.

**Replacement Cost Coverage With No Deductible** at a cost of \$1.40 per \$100 of declared value. The value I declare must be at least \$5.00 times the net weight of the shipment.

I declare a total value for this shipment at \$ \_\_\_\_\_

Total Valuation Charges: \$ \_\_\_\_\_

Quantity	Product/ Service Type	Total
at		per unit
at		per unit
at		per unit
at		per unit
at		per unit
at		per unit
at		per unit
at		per unit
at		per unit
at		per unit
at		per unit
Total Charges		
Tax (9.5%)		
Grand Total:		

**Estimate:**  
 This shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on the non-binding estimate, the customer will not be required to pay more than 125% of the estimate (plus any supplemental)

**Moving, Packing and Materials Charges**

Transportation Charges \_\_\_\_\_

Valuation \_\_\_\_\_

Materials and services \_\_\_\_\_

Total Moving Charges \_\_\_\_\_

Total Amount Paid \_\_\_\_\_

Balance Due \$620.00

Customer acknowledges carrier delivered goods: YES NO

Megan H. 11/2/22

CUSTOMER SIGNATURE DATE

**Customer Release:**  
 I have read and understand this contract and release my household goods to the carrier subject to the terms and conditions of this contract.

Megan H. 11/2/22

Customer Signature Date



# Mr. Muscles Movers - BILL OF LADING

Lex Conner | 206-406-0920 | mrmusclesmovingco@gmail.com

**Customer:** This bill of lading establishes a contract between you and the household goods carrier. It confirms instructions and authorizes the carrier to move, pack, store and perform services shown. Before you sign this document it is important that you first read it. Please ask for an explanation of anything that is not clear or is different from any previous information received from the carrier or the carrier's representatives.

Customer: <u>CORIN M.</u>	Phone #: <u>(206) 919-7277</u>
Email Address:	Alternate Phone #:
Start Address: <u>2701 95th Ave SW</u>	
Additional Stop:	
Finish Address: <u>4436 CCSth Ave SW</u>	

**Hourly Rated Moves:**

<u>01/03/2022</u>	<u>3</u>	<u>4.75</u>	<u>10.15</u>	<u>0</u>	<u>2.00</u>	<u>2.30</u>	<u>4.75</u>	<u>9.05</u>	

Total Transportation Charges: \$926.25

**Loss and damage protection (Valuation):** Customer must initial one option.

a **Basic Value Protection** I release this shipment to a value of 60 cents per pound per article at no cost to me. This means I will be paid 60 cents per pound for the net weight of the lost or damaged item, regardless of actual value of item.

**Replacement Cost Coverage with \$300 Deductible** which includes a \$300 deductible paid by me. This option will cost \$1.15 per \$100 of declared value. The value I declare must be at least \$5.00s the net weight of the shipment.

**Replacement Cost Coverage With No Deductible** at a cost of \$1.40 per \$100 of declared value. The value I declare must be at least \$5.00 times the net weight of the shipment.

I declare a total value for this shipment at \$ \_\_\_\_\_

Total Valuation Charges: \$ \_\_\_\_\_

Quantity	Product/ Service Type	Total
at		per unit
at		per unit
at		per unit
at		per unit
at		per unit
at		per unit
at		per unit
at		per unit
at		per unit
at		per unit
at		per unit
Total Charges		
Tax (9.5%)		
Grand Total:		


**Estimates:**  
This shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on the non-binding estimate, the customer will not be required to pay more than 125% of the estimate (plus any supplemental)

**Customer Release:**  
I have read and understand this contract and release my household goods to the carrier subject to the terms and conditions of this contract.

[Signature] 1/3/22  
Customer Signature Date


**Moving, Packing and Materials Charges**

Transportation Charges	_____
Valuation	_____
Materials and services	_____
Total Moving Charges	_____
Total Amount Paid	_____
Balance Due	<u>\$ 926.25</u>
Customer acknowledges carrier delivered goods:	YES NO
CUSTOMER SIGNATURE	DATE

	<b>US DOT #</b> 3427558	<b>Legal:</b> MR MUSCLES MOVING CO LLC <b>Operating (DBA):</b>			
<b>MC/MX #:</b>		<b>Federal Tax ID:</b>			
<b>Review Type:</b> Compliance Review (CR)					
<b>Scope:</b> Principal Office		<b>Location of Review/Audit:</b> Company facility in the U. S.			<b>Territory:</b>
<b>Operation Types</b>		<b>Interstate</b>	<b>Intrastate</b>		
<b>Carrier:</b>	N/A	Non-HM		<b>Business:</b> Corporation	
<b>Shipper:</b>	N/A	N/A		<b>Gross Revenue:</b> \$47,000.00	
<b>Cargo Tank:</b>	N/A		<b>for year ending:</b> 12/31/2021		
<b>Company Physical Address:</b>					
1050 SW 151ST STREET BURIEN, WA 98166					
<b>Contact Name:</b> ALEXANDER CONNER					
<b>Phone numbers:</b> (1) 206-406-0920		(2)		<b>Fax</b>	
<b>E-Mail Address:</b> AJCONNER99@HOTMAIL.COM					
<b>Company Mailing Address:</b>					
9440 OLSON PL SW SEATTLE, WA 98106-3123					
<b>Carrier Classification</b>					
Authorized for Hire					
<b>Cargo Classification</b>					
Household Goods					
<b>Equipment</b>					
	<b>Owned</b>	<b>Term Leased</b>	<b>Trip Leased</b>	<b>Owned</b>	<b>Term Leased Trip Leased</b>
Truck	1	0	0		
Power units used in the U.S.:1					
Percentage of time used in the U.S.:100					
<b>Does carrier transport placardable quantities of HM?</b> No					
<b>Is an HM Permit required?</b> N/A					
<b>Driver Information</b>					
	<b>Inter</b>	<b>Intra</b>	<b>Average trip leased drivers/month:</b> 0		
<b>&lt; 100 Miles:</b>			<b>Total Drivers:</b> 1		
<b>&gt;= 100 Miles:</b>		1	<b>CDL Drivers:</b> 0		





	<b>MR MUSCLES MOVING CO LLC</b> U.S. DOT #: 3427558	Review Date: 06/01/2022
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**Part A**

QUESTIONS regarding this report or the Federal Motor Carrier Safety or Hazardous Materials rules may be addressed to the Office of Motor Carriers at:

Tracy Coble  
P.O. Box 47250 Olympia, WA 98504-7250  
[Phone: \(360\) 790-0653](tel:(360)790-0653) [Email: tracy.coble@utc.wa.gov](mailto:tracy.coble@utc.wa.gov)

**This report will be used to assess your safety compliance.**

<b><u>Person(s) Interviewed</u></b>	
<b>Name:</b> ALEXANDER CONNER	<b>Title:</b> OWNER
<b>Name:</b>	<b>Title:</b>



	<b>MR MUSCLES MOVING CO LLC</b> U.S. DOT #: 3427558	Review Date: 06/01/2022
	<b>Part B Violations</b>	

1 STATE <b>CRITICAL</b>	Primary: WAC 480-15-555 Secondary: RCW 81-80-132 CFR Equivalent: 392.2	<b>Discovered</b> 3	<b>Checked</b> 3	<b>Drivers/Vehicles</b> <b>In Violation</b> <b>Checked</b> 3                      3
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**Description**  
Failing to conduct/retain paperwork containing criminal background checks or hiring an individual with a disqualifying conviction for a household goods carrier in the state of Washington.

**Example**  
Driver Name: Alexander Conner  
Trip Date: April 14, 2022  
Description of violation: The carrier failed to conduct the required criminal background checks.

Also in violation:  
Employee Name: George Edwards  
Date of Hire: March 2021  
First Day Worked: March 28, 2021

Employee Name: Gino Ricco Quintero  
Date of Hire: November 2021  
First Day Worked: December 9, 2021

2 STATE <b>CRITICAL</b>	Primary: 395.8(a)(1) CFR Equivalent: 395.8(a)(1)	<b>Discovered</b> 30	<b>Checked</b> 30	<b>Drivers/Vehicles</b> <b>In Violation</b> <b>Checked</b> 1                      1
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**Description**  
Failing to require driver to make a record of duty status.

**Example**  
Driver Name: Alexander Conner  
Trip Date: April 14, 2022  
Description of violation: The carrier failed to require the driver to make a record of duty status.

3 STATE	Primary: WAC 480-15-590 CFR Equivalent: 376.12(l)	<b>Discovered</b> 2	<b>Checked</b> 3	<b>Drivers/Vehicles</b> <b>In Violation</b> <b>Checked</b> 2                      3
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**Description**  
The carrier must ensure that all of the conditions of WAC 480-15-590 are met when leasing vehicles.

**Example**  
Vehicle: U-Haul Truck #JH2941D  
Trip Date: October 23, 2021 (Customer: Kevin & Cara)  
Description of violation: The carrier failed to present a valid original lease agreement for review at the time of investigation and no copies of the lease agreements are being kept on board the leased equipment currently operating. Violation occurred when the carrier had operating authority/was permitted with the commission.

Also in violation:  
U-Haul Truck Rental #TT5811D  
Trip Date: November 5, 2021 (Customer: Grace Chapman)



	<b>MR MUSCLES MOVING CO LLC</b> U.S. DOT #: 3427558	Review Date: 06/01/2022
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**Part B Violations**

4 STATE	Primary: 391.45(a) Secondary: 391.11(a) CFR Equivalent: 391.45(a)	<b>Discovered</b> 1	<b>Checked</b> 1	<b>Drivers/Vehicles In Violation</b> 1	<b>Checked</b> 1
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**Description**  
Using a driver not medically examined and certified.  
Driver Name: Alexander Conner  
Trip Date: April 14, 2022  
Description of violation: The carrier allowed this driver to drive a commercial motor vehicle on a total of 23 occasions without a valid medical examiners certificate (MEC) on the following dates:  
October (2021) 23, 25 (2 occasions)  
November (2021) 5  
January (2022) 10, 14, 19, 28, 29, 30 (6 occasions)  
February (2022) 2, 5, 7, 16, 19, 21 (6 occasions)  
March (2022) 2, 9, 15, 19, 20, 23, 24 (7 occasions)  
April (2022) 14 (1 occasion)

5 STATE	Primary: 391.51(a) CFR Equivalent: 391.51(a)	<b>Discovered</b> 1	<b>Checked</b> 1	<b>Drivers/Vehicles In Violation</b> 1	<b>Checked</b> 1
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**Description**  
Failing to maintain driver qualification file on each driver employed.  
**Example**  
Driver Name: Alexander Conner  
Trip Date: April 14, 2022  
Description of violation: The carrier failed to maintain a driver qualification file for this driver.

6 STATE	Primary: WAC 480-15-480(4) CFR Equivalent: 392.2	<b>Discovered</b> 1	<b>Checked</b> 1	<b>Drivers/Vehicles In Violation</b> 1	<b>Checked</b> 1
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**Description**  
HHG Carrier/Mover failing to provide annual report and pay regulatory fees to UTC by May 1 of each year.  
**Example**  
Driver Name: Alexander Conner  
Trip Date: April 14, 2022  
Description of violation: The carrier failed to file a completed annual report, pay regulatory fees, and submit to UTC by May 1 of each year for 2020 and 2021.

7 STATE	Primary: RCW 81.80.075(1) CFR Equivalent: 392.9a(a)(1)	<b>Discovered</b> 5	<b>Checked</b> 5	<b>Drivers/Vehicles In Violation</b> 1	<b>Checked</b> 1
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**Description**  
Household goods carrier operating in and engaging in business as a household goods carrier in commerce without a valid permit issued by the Washington Utilities and Transportation Commission (UTC).  
**Example**  
Driver name: Alexander Conner  
Trip date: January 2, 2022  
Description of violation: The carrier operated and engaged in HHG moves from November 6, 2021 through January 9, 2022 without a valid permit issued by the commission. The sample period for this investigation is October 18, 2021 through April 18, 2022. The company operated commercial motor vehicles and conducted HHG moves on a total of five occasions without a valid permit within the sample period on:  
December (2021) 1 (job: Ben & Naomi), 3, (job: Jenette Peterson), 24 (job: Sheehan) - (3 occasions)  
January (2022) 2 (job: Megan H.), 3 (job: Corin M.) - (2 occasions)







**MR MUSCLES MOVING CO LLC**  
U.S. DOT #: 3427558

Review Date:  
06/01/2022

### Part B Requirements and/or Recommendations

#### 1. Criminal background checks for prospective employees.

- (1) Each carrier must complete a criminal background check for every person the carrier intends to hire.
- (2) The carrier must keep evidence that it has completed a criminal background check for every person the carrier intends to hire for as long as that person is employed and for three years thereafter.
- (3) No carrier may hire a person who has been convicted of any crime involving theft, burglary, assault, sexual misconduct, identity theft, fraud, false statements, or the manufacture, sale, or distribution of a controlled substance within the past five years.

#### 2. HOS COMPLIANCE BASIC PROCESS BREAKDOWN: Policies and Procedures

DESCRIPTION OF PROCESS BREAKDOWN: Company Owner, Alexander Conner failed to have a system in place for tracking HOS which resulted in failing to monitor driver hours of service causing the potential for unsafe driving due to fatigue.

##### BASIC SPECIFIC RECOMMENDED REMEDIES

Implement Safety Improvement Practices: The following are recommended practices related to Policies and Procedures.

- Develop a policy and procedure describing how management will monitor and track logs for falsification.
- Establish a policy that prohibits dispatchers from assigning a load to drivers without hours available to complete the load on time.
- Develop a policy stating that drivers should not violate their Hours-of-Service (HOS) Out-of-Service (OOS) order under any circumstances, and immediately contact the carrier when a driver is placed OOS.
- Develop a policy requiring drivers to report their available hours to dispatch during "check-in" calls.
- Develop policies and procedures for ensuring proper retention of Record of Duty Status (RODS) according to regulations.
- Establish a policy requiring drivers to submit copies of all roadside inspections to carrier management within 24 hours.
- Develop a policy stating that drivers are required to submit all Records of Duty Status (RODS) and supporting documentation, such as expense receipts, within 13 days of the end of the trip.
- Establish a policy stating that drivers are required to check with their supervisor, manager, or dispatcher to review their "fit-for-duty" status before starting a job, and that drivers who are ill to the extent that their ability and/or alertness is impaired are prohibited from working on safety-sensitive assignments.
- Develop a written and progressive disciplinary policy focused on taking corrective action to ensure drivers comply with regulations and policies. A progressive disciplinary policy could include, among other things, written warnings, suspensions, or work restrictions, monetary penalties, and termination. This policy should also specify consequences for any carrier official who knowingly and willfully allows Hours-of-Service (HOS) violations.

#### 3. WAC 480-15-590

Leasing vehicles.

A carrier must enter into an equipment lease agreement before operating a leased motor vehicle. The carrier must ensure that all of the following conditions are met:

- (1) The carrier signs the form and ensures the lessor signs the form.
- (2) The carrier marks "master lease" if the carrier intends to use a master lease instead of individual leases.
- (3) A copy of the lease is carried in all leased motor vehicles.
- (4) Copies of all leases are kept in the carrier's permanent files for at least one year after the lease expires.
- (5) The carrier gives a copy of the lease to the owner of the leased motor vehicle.
- (6) The carrier takes possession, control and use of the motor vehicle during the period of the lease agreement.





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- (7) The leased motor vehicle is properly insured as specified in WAC 480-15-530 and 480-15-550.
- (8) The carrier properly identifies the motor vehicle as specified in RCW 81.80.305.
- (9) The carrier charges appropriate tariff rates and charges.
- (10) The driver of the leased motor vehicle is on the carrier's payroll during the leased period.
- (11) The leased motor vehicle is operated in compliance with laws and rules as specified in WAC 480-15-560 and 480-15-570.
- (12) The driver of the leased motor vehicle is subject to the company's alcohol and controlled substance policies.
- (13) The carrier and the owner of the leased motor vehicle specify on the lease form who is responsible for all expenses relating to the leased motor vehicles.
- (14) The carrier complies with the terms of the lease.

**4. DESCRIPTION OF PROCESS BREAKDOWN:** Company Owner Alexander Conner knowingly operated without a valid permit from November 5, 2021 through January 10, 2022.

Household goods carrier operating in and engaging in business as a household goods carrier in commerce without a valid permit issued by the Washington Utilities and Transportation Commission (UTC).

Household goods carriers—Permit required, penalty, cease and desist orders.

- (1) No person shall engage in business as a household goods carrier without first obtaining a household goods carrier permit from the commission.
- (2) Permits issued to any household goods carrier must be exercised by the carrier to the fullest extent to render reasonable service to the public. Applications for household goods carrier permits or permit extensions must be on file for a period of at least thirty days before issuance unless the commission finds that special conditions require earlier issuance.
- (3) The commission must issue a permit or permit extension to any qualified applicant, authorizing the whole or any part of the operations covered by the application, if it is found that: The applicant is fit, willing, and able to perform the services proposed and conform to this chapter and the requirements, rules, and regulations of the commission; the operations are consistent with the public interest; and, in the case of common carriers, they are required by the present or future public convenience and necessity; otherwise, the application must be denied.
- (4) Any person who engages in business as a household goods carrier in violation of subsection (1) of this section is subject to a penalty of up to five thousand dollars per violation.
  - (a) If the basis for the violation is advertising, each advertisement reproduced, broadcast, or displayed via a particular medium constitutes a separate violation.
  - (b) In deciding the amount of penalty to be imposed per violation, the commission shall consider the following factors:
    - (i) The carrier's willingness to comply with the requirements of RCW 81.80.070 and the commission's rules under this chapter; and
    - (ii) The carrier's history with respect to compliance with this section.
- (5) Any person who engages in business as a household goods carrier in violation of a cease and desist order issued by the commission under RCW 81.04.510 is subject to a penalty of up to ten thousand dollars per violation.

**5. Drivers may not drive intrastate unless they are physically qualified.**

Implement Safety Improvement Practices: The following are recommended practices related to Policies and Procedures.

- Develop a policy for the periodic review (at least twice per year) of driver qualification files. The motor carrier should not rely on third-party sources, such as insurance agencies. The procedure should include controls to ensure that documents requiring renewals are in place, to remind drivers of expiration dates on medical certificates, so they can schedule another physical examination in advance, and to prevent falsification of documents related to driver qualification.
- Establish a policy requiring drivers to submit copies of all vehicle and roadside inspections and moving violations to carrier management within 24 hours, and to notify management of suspended or revoked Commercial Driver's Licenses (CDLs) immediately following notification of suspension/revocation.
- Establish a policy requiring all new (since 2003) Commercial Driver's License (CDL) drivers to submit





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documentation of entry-level driver training in - for example, driver qualification requirements, Hours of Service (HOS), driver wellness, and whistleblower protection - or to take entry-level training provided by the carrier.

- Develop a policy for document retention and recordkeeping, including documents that are to be in the possession of the driver as proof of credentials.
- Develop a process to ensure that operations will always have the proper amount of fit drivers. This process would address how to deal with issues such as sick leave, vacation, training, suspension, and termination.
- Develop a written and progressive disciplinary policy focused on taking corrective action to ensure drivers comply with regulations and policies. A progressive disciplinary policy could include, among other things, written warnings, suspensions, or work restrictions, monetary penalties, and termination. This policy should also specify consequences for any carrier official who knowingly and willfully allows Driver Fitness Violations.

6. Establish a systematic maintenance records program for all vehicles. Maintain a complete file for each subject vehicle, recording all repair, maintenance and inspection operations performed.
7. Maintain complete driver qualification files on each driver employed. File must contain the drivers employment application, employment history investigation, inquiry into drivers driving record obtained within 30 days of hire date, certificate of annual review of driving record, annual copy of driving record, drivers annual certificate of traffic convictions, certificate of road test or equivalent and current medical certificate.
8. Understand Why Compliance Saves Time and Money: Compliance with FMCSRs will not only save lives, but also saves your business time and money. Tracking how much your business spends on non-compliance activities can help you understand the many benefits of compliance to your business and why safety is good business.

Document and Follow Through on Action Plans: Document and follow through on action plans to ensure the actions you are taking are creating improvement in safety management and compliance.

This free online guide provides simple explanations and templates to help companies that operate CMVs understand and comply with Federal safety regulations: <https://csa.fmcsa.dot.gov/SafetyPlanner/Default.asp>

NOTICE: A pattern and/or repeated violations of the same or related acute or critical regulations (violations of the same Part in Title 49, Code of Federal Regulations) will cause the maximum penalties allowed by law to be assessed under Section 222 of the Motor Carrier Safety Improvement Act of 1999 (MCSIA). A pattern of violations means two or more violations of acute and/or critical regulations in three or more Parts of Title 49, Code of Federal Regulations discovered during any eligible investigation. Repeated violations mean violation(s) of an acute regulation of the same Part of Title 49, Code of Federal Regulations discovered in an investigation after one or more closed enforcement actions within a six-year period and/or violation(s) of a critical regulation in the same Part of Title 49, Code of Federal Regulations discovered in an investigation after two or more closed enforcement actions within a six-year period.

The Pre-Employment Screening Program (PSP) is a screening tool that assists motor carriers in investigating crash history and roadside safety performance of prospective drivers. The PSP allows motor carriers to purchase 5 years of crash data and 3 years of roadside inspection data from the Federal Motor Carrier Safety Administration's (FMCSA) Motor Carrier Management Information System (MCMIS). Records are available 24 hours a day via Web request. Motor carriers should visit the following website or more information: <http://www.psp.fmcsa.dot.gov/Pages/default.aspx>

All motor carriers and truck drivers are needed to fight against terrorism and hijacking. You could be a target. Protect yourself, your trucks, your cargo, and your facilities. Discuss with your employees/drivers the "Security Measures for Truck Drivers and Companies" which were provided and reviewed with motor carrier official. Motor carriers should visit the following website for more information: <http://www.fmcsa.dot.gov/documents/Hijacking-Brochure.pdf>

PLEASE NOTE: The violations discovered during this compliance review may affect the civil penalty proposed in any subsequent Notice of Claim. In addition, your history of prior violations of the Federal Motor Carrier Safety





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Regulations, Federal Hazardous Material Regulations or the Federal Motor Carrier Commercial Regulations may also affect the civil penalty proposed in any subsequent Notice of Claim. Your signature for receipt of this report acknowledges your understanding that the violations discovered by the UTC during this review may be used to calculate any civil penalty proposed because of this review.

#### 9. Safety Management Plan (SMP) Requirement

You have been assessed a proposed safety rating of **CONDITIONAL**, within 60 days, send and have approved, a safety management plan to the UTC describing what actions you have taken in response to this review to ensure that you are complying with the Motor Carrier Safety Regulations.

The Washington Utilities and Transportation Commission (UTC) allows motor carriers to request an upgrade of its safety rating based on corrective action as defined in 49 CFR, section 385.17. The request for an upgrade must include a written description of correction actions taken, documentation of these corrective actions, and an explanation of how its operations meet the safety standards and factors specified in 49 CFR sections 385.5 and 385.7.

Within 60 days from the receipt of your proposed rating, you may request, in writing, a change to your safety rating based on corrective actions. You should do so as soon as possible so the UTC has the opportunity to review and evaluate your safety management plan before the effective date of the final safety rating. If you fail to obtain an improved rating within 60 days from the receipt of your proposed rating, the unsatisfactory rating will become final and you must cease operations.

You must develop a safety management plan:

1. The plan must address all violations on the most recent Compliance Review. Corrective actions to address other violations noted on your review must also be included.
2. Identify why the violations were permitted to occur.
3. Discuss the actions taken to correct the deficiency or deficiencies that allowed the violations to occur. Include actual documentation of this corrective action. (For example: documentation may include items such as new policies and procedures, training programs and sign-in lists, or copies of new forms.
4. Outline actions taken to ensure that similar violations do not reoccur in the future. **YOU MUST DEMONSTRATE THAT YOUR OPERATIONS CURRENTLY MEET THE SAFETY STANDARD AND FACTORS SPECIFIED IN 49 CFR 385.5 and 385.7.** To do so, you must demonstrate that you now have adequate safety management controls in place which function effectively to ensure acceptable compliance with applicable safety requirements.
5. If your request includes actions that will be conducted in the near future, such as training, reorganization of departments, purchasing of computer programs, etc, include a detailed description of the activity or training and a schedule of when that activity will commence and when it will be completed.
6. Include any additional documentation relating to motor carrier safety and the prevention of crashes that you believe supports your request.
7. Include a written statement certifying the carrier will operate within federal and state regulations and the carrier's operation currently meets the safety standard and factors specific in 49 CFR 385.5 and 385.7. A corporate officer; partner, or the owner of the company must sign the statement.

You must submit your request to:

Washington Utilities and Transportation Commission  
Attention: Jason Sharp, Motor Carrier Safety Supervisor  
jason.sharp@utc.wa.gov







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**Part B Requirements and/or Recommendations**



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**Part C**

**Reason for Review:** Compliance Review  
**Planned Action:** Compliance Monitoring

**Parts Reviewed Certification:**

325	382	383	387	390	391	392	393	395	396	397	398	399	171	172	173	177	178	180
	✓	✓	✓	✓	✓	✓	✓	✓	✓									

Prior Reviews      Prior Prosecutions

**Unsat/Unfit Information**

**Is the motor carrier of passengers subject to the safety fitness procedures contained in 49 CFR part 385 subpart A, AND does it transport passengers in a commercial motor vehicle?**

**Does carrier transport placardable quantities of hazardous materials?**

**Unsat/Unfit rule:** Not Applicable

**Corporate Contact:** ALEXANDER CONNER  
**Corporate Contact Title:** OWNER

**Special Study Information:**

**Remarks:**

INVESTIGATIVE REPORT RECEIVED BY:

Name: Alexander Conner  
Title: Owner  
Carrier Name: Mr. Muscles Moving Co LLC  
USDOT: 3427558  
UTC Assignment: 122051  
Date: June 1, 2022

**REASON FOR THE INVESTIGATION:**

As part of the 2022 Motor Carrier Safety routine safety investigation work plan, this investigation was assigned to Tracy Cobile, Special Investigator of the Washington Utilities and Transportation Commission (commission). The carrier operates in intrastate commerce. This is the carrier's initial review with the commission.

**SCOPE OF THE INVESTIGATION:**

This investigation is a comprehensive intrastate investigation and was assigned to Special Investigator Tracy Cobile on April 18, 2022. The carrier was contacted on April 18, via email and telephone, and a full investigation was set to begin April 27, as an on-site investigation. Investigator Cobile corresponded with Alexander "Lex" Conner (Owner) via email (ajconner99@hotmail.com <mailto:ajconner99@hotmail.com>) and telephone (206-406-0920) during this investigation. Present at the start of the review was Special Investigator Cobile along with Conner.

SMS was checked on April 18, and it was noted that no BASIC was in alert status.

**CARRIER OPERATION DESCRIPTION:**

Mr. Muscles Moving Co LLC (carrier) is a household goods carrier operating out of Buriem, Washington. The carrier is a provisional household goods company that began operations in April 2020 and received temporary operating authority on June 15, 2020, the permit was cancelled on November 5, 2021, for no insurance and reinstated on January 10, 2022. The carrier currently owns and operates one straight truck classified as a commercial motor vehicle (CMV) operating under the



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**Part C**

UTC permit. The carrier currently employs one driver operating within the state of Washington within the past 365 days. Mr. Muscles Moving Co LLC recorded a gross revenue of \$47,000 for the calendar year ending December 31, 2021. The carrier is not and has not been involved in any emergency relief efforts in the last 365-days. Conner is responsible for the carrier's safety program.

**PRE-INVESTIGATION:**

On April 18, a carrier information packet was emailed to the carrier requesting investigation information, the records that would need to be reviewed, and the information the carrier would need to make available for review. The carrier was requested to fill-out and return the carrier information packet with a list of all commercial motor vehicle drivers utilized in the past 12 months, a list of all commercial motor vehicles utilized in the last 12 months and an all-employee list prior to the start of this investigation. The carrier packet was returned incomplete via email on April 21. The documents requested at the time of review were a list of all accidents for the past 365 days from the date of review, driver qualification files for all drivers used within the past 12 months, insurance documentation, all records of duty status (logbooks/timecards) for the previous six months with supporting documents, all maintenance files and records for each commission regulated vehicles. A copy of the carrier's profile and MCS-150 were originally obtained through MCMIS on April 18.

Commission records show that Conner attended the initial Household Goods Training orientation provided by commission staff on May 20, 2020 and Household Good Training on January 22, 2022. This is an in-depth training that covers compliance responsibilities and requirements of household goods carriers for consumer protection and safety.

**CDLIS (DRIVER LICENSE) CHECK:**

In accordance with the eFOTM, all driver license status/histories were required to be checked based on the current number of drivers. The driver license statuses were checked through CDLIS on April 21, 2022. Secure Access Washington (SAW) was checked for Washington licensed drivers. See Part 383 below for details.

**AUTHORITY:**

Mr. Muscles Moving Co LLC is an authorized for-hire carrier of household goods operating in intrastate commerce and is required to have operating authority. The carrier operates under the USDOT number 3427558. The carrier has intrastate operating authority through the commission under permit number THG069221. See Part 392 for details.

**INSURANCE:**

Mr. Muscles Moving Co LLC is required to maintain a minimum level of public liability of \$750,000 Auto Liability and \$20,000 Cargo insurance. A check with the carrier's insurance shows a \$75,000 liability insurance and \$25,000 cargo insurance with Progressive - United Financial Casualty Company. See Part 387.

**RED FLAG DRIVERS:**

A&I (SMS) was checked through Portal on April 18, and no red flag violations were discovered in the last 365 days.

**DRUG AND ALCOHOL SUPPLEMENTAL REVIEW:**

This is a full comprehensive investigation therefore a Drug and Alcohol Supplemental Review was not required.

**HAZARDOUS MATERIALS SUPPLEMENTAL REVIEW:**

Mr. Muscles Moving Co LLC does not transport any hazardous materials. A Hazardous Materials Supplemental Review is not required.

**INVESTIGATION:**

This is a full comprehensive investigation that checked Parts 376, 380, 382, 383, 387, 390, 391, 392, 393, 395 and 396.

**Part 376 Lease and Interchange of Vehicles:**



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**Part C**

The carrier has trip leased vehicles in the previous 365 days.

Conner states the company trip leased over 20 U-Haul rental trucks prior to the investigation review period. Investigator Cobile was able to determine that U-Haul trip lease rentals were used on three occasions during the review period for this investigation. Investigator Cobile spoke with the carrier in detail about the retention requirements of the original lease agreements and the minimum insurance requirements on trip leased vehicles. It was explained to Conner that the carrier must not trip lease trucks from U-Haul due to the lack of adequate liability and cargo coverage required for HHG moving companies.

Two violations of WAC 480-15-590 occurred when the carrier failed to maintain the original lease agreement for a term leased vehicle the company operated in the previous 365 days and had operating authority.

Based on the records provided during the six months preceding the start to this investigation and when the carrier did not have operating authority, the carrier used a trip leased vehicle on November 30, 2021 while unpermitted (no operating authority) in violation of RCW 81.80.075(1) and did not maintain an original lease agreement for the following vehicle: November 30, 2021, U-Haul Truck Rental #TT6436D, job/(customer) Malikia

**Part 380 Special Training:**

Mr. Muscles Moving Co LLC does not operate long combination vehicles (LCVs). The carrier has not employed drivers that meet the definition of entry level driver.

**Part 40 and Part 382**

Mr. Muscles Moving Co LLC does not operate vehicles with a GVWR of 26,001 lbs. or more and is not required to have a controlled substance and alcohol testing program.

**Part 383 Commercial Drivers' License:**

Mr. Muscles Moving Co LLC does not operate vehicles over 26,001 lbs. and are not required to have commercial driver licenses. (See CDLIS).

**Part 387 Financial Responsibility:**


The carrier's vehicle is insured with Earley Insurance Solutions/Collective Innovative Solutions, LLC, a broker for United Financial Casualty Company-Progressive Commercial Insurance, policy number 02877240-0 and 72MTS028832 for liability and cargo insurance. The insurance agent is, Sondra Earley, contact number is 425-681-3253 and email sondraear@hotmail.com. Investigator Cobile verified the carrier maintained \$750,000 in Auto Liability coverage and \$25,000 in cargo insurance. Investigator Cobile determined based on the insurance policy records on file that there was a lapse in liability insurance coverage from November 4, 2021 through November 27, 2021. The current insurance policy matches the Form E on file with the commission.

Based on the records provided during the six months preceding the start to this investigation, the carrier operated commercial motor vehicles in commerce conducting HHG moves using trip leased/rented U-Hauls without auto liability and property damage insurance (WAC 480-15-530) on two occasions from November 6, 2021 through January 9, 2022 while unpermitted (no operating authority) in violation of RCW 81.80.075(1) on the following days:  
October 23, 2021 (Customer: Kevin & Cara - U-Haul truck #JH2941D)  
November 30, 2021 (Customer: Malika - U-Haul truck #TT6436D)

Based on the records provided during the six months preceding the start to this investigation, the carrier operated commercial motor vehicles in commerce conducting HHG moves using trip leased/rented U-Hauls without cargo insurance coverage (WAC 480-15-550) on two occasions from November 6, 2021 through January 9, 2022 while unpermitted (no operating authority) in violation of RCW 81.80.075(1) on the following days:  
October 23, 2021 (Customer: Kevin & Cara - U-Haul truck #JH2941D)  
November 30, 2021 (Customer: Malika - U-Haul truck #TT6436D)

**Part 390 General FMCSR:**



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**Part C**

The carrier has not been involved in any Department of Transportation recordable accidents in the last 365 days.

Mr. Muscles Moving Co LLC last updated the MCS-150 on April 25, 2022, and the miles travelled (VMT) for calendar year 2021 was 4,000 miles.

**Part 391 Qualification of Drivers:**

The carrier currently employs one driver that operated in intrastate commerce during the previous 365 days. Per eFOTM guidelines, a sample size of one Driver Qualification File was to be inspected. The driver file requested to be reviewed was for driver Alexander Conner.

One critical-type violation of 391.51(a) occurred when the carrier failed to maintain a driver qualification file for each driver employed.

One critical-type violation of 391.45(a) occurred when the carrier allowed drivers to operate a commercial motor vehicle who had not been medically certified by a medical examiner listed on the National Registry of Medical Examiners.

Based on the records provided during the six months preceding the start of this investigation, the carrier used a driver that was not medically examined and certified on 23 occasions when the carrier had a valid permit (operating authority).

Alexander Conner operated a total of 23 times without a valid medical examiners certificate (MEC) on the following days:

- October (2021) 23, 25 (2 occasions)
- November (2021) 5
- January (2022) 10, 14, 19, 28, 29, 30 (6 occasions)
- February (2022) 2, 5, 7, 16, 19, 21 (6 occasions)
- March (2022) 2, 9, 15, 19, 20, 23, 24 (7 occasions)
- April (2022) 14

Based on the records provided during the six months preceding the start of this investigation and when the carrier did not have operating authority, the carrier used drivers that were not medically examined and certified on six occasions from November 6, 2021 through January 9, 2022 in violation of 81.80.075(1) as follows:

- November (2021) 30 (2 occasions)
- December (2021) 1, 3, 24 (3 occasions)
- January (2022) 2, 3 (2 occasions)

In accordance with FMCSA Memorandum MC-ECS-2012-0004 medical certificates for 25 percent of the driver qualification file sample size (one) were to be selected for verification. The carrier did not have a medical card at the time of this investigation; therefore, no medical card was checked.

**Part 392 - Driving of Commercial Motor Vehicles:**

Mr. Muscles Moving Co LLC is an intrastate carrier and at the time of this investigation the carrier has not met the annual reporting requirements for 2020 and 2021.

The carrier's principal place of business (PPOB) is located at 1050 151st Street, Burien, Washington 98166. The carrier also states he has conducted business and kept his vehicle at 9440 Olson Place SW, Seattle, Washington 98106. Currently, all household goods moves start and stop from the carrier's PPOB in Burien.

Alexander Conner was informed that using radar detectors and handheld devices while driving is prohibited.

Three critical violations of WAC 480-15-555 occurred when the carrier failed to conduct/retain paperwork containing criminal background checks or hiring an individual with a disqualifying conviction for a household goods carrier in the state of Washington.

One violation of WAC 480-15-480(4) occurred when the carrier failed to provide annual reporting and pay regulatory fees to UTC by May 1 of each year.

Five violations of RCW 81.80.075(1) occurred when the carrier operated and engaged in business conducting household



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**Part C**

goods moves without a valid permit issued by the commission.

**Part 395 - Hours of Service:**

Mr. Muscles Moving Co LLC employed one driver during the previous 365 days, one driver has driven during the last six months. In accordance with eFOTM procedures, a sample size of one Record of Duty Status (RODS) were required to be checked for a 30-day period. Mr. Muscles Moving Co LLC operated all services under the short-haul exemption in Part 395.1(e) within the last 365 days and does not require an ELD.

For this investigation, a 30-day period was requested to be reviewed for April 1 through April 30, 2022, for driver Alexander Conner. This required that 30 RODS be checked. As part of the investigation, supporting documents were also requested. Owner, Alexander Conner acknowledges the carrier failed to require driver Alexander Conner to make a RODS for the review period requested.

Thirty critical violations of 395.8(a)(1) occurred when the carrier failed to require drivers to make a record of duty status.

**Part 393 & 396 - Maintenance and Inspection:**

The carrier owned and operated two straight trucks that are classified as commercial motor vehicles in intrastate commerce during the previous 365-days, with one straight truck (VIN 1HTSCNKM8MH364626) currently operating. Conner states the 2004 Ford F350 VIN 1FDWE35L0YHA66783 was stolen in June 2021. The carrier states the major vehicle maintenance is conducted primarily with Burien Truck Repair, 14600 Ambaum Blvd. SW, Burien, Washington 98166 (206-763-9100).

**Vehicle Maintenance Records:**

In accordance with the eFOTM, a sample size of two vehicle maintenance files were to be reviewed.

Investigator Cobile requested the maintenance file for vehicle VIN: 1HTSCNKM8MH364626.

One violation of 396.3(b) occurred when the carrier failed to maintain vehicle maintenance files.

One critical-type violation of 396.17(a) occurred when the carrier operated commercial motor vehicles that were not periodically inspected.

**Driver Vehicle Inspection Reports (DVIRs):**

The carrier only operates one vehicle. DVIRs are not required to be kept.

**Vehicle Inspections:**

In accordance with eFOTM, a sample size of one vehicle was to be inspected. The vehicle was inspected at the carrier's PPOB.

The vehicle inspected is as follows:

VIN: 1HTSCNKM8MH364626

See attached Aspen report.

**CLOSING INTERVIEW:**

The closing interview was conducted on June 1, 2022, via telephone. Present at the closing interview was Investigator Cobile and company owner Conner. This investigation resulted in a proposed conditional safety rating.

During the on-site interview Conner was forthcoming and honest with the information being requested and provided documentation following the onsite review to correct some of the identified violations. Technical assistance was also provided to the carrier during the process of this review.



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**Part C**

**DOCUMENTS PROVIDED TO THE CARRIER:**

The carrier was provided with one copy of the review, Parts A and B with requirements and recommendations to include the Safety Management Plan (SMP) guidance and Safety Fitness Rating. The carrier was also provided with an electronic copy of the guide "Achieving a Satisfactory Motor Carrier Safety Record."

**FOLLOW-ON ACTION:**

Continued compliance monitoring. Recommend imposing administrative penalties for critical violations WAC 480-15-555 and 395.8(a)(1), and critical-type violations 391.45(a), 391.51(a) and 396.17(a) consistent with the enforcement policy. Recommend the carrier complete and have approved a safety management plan (SMP) and perform compliance inspections within six months to one year after SMP is approved. Recommend forwarding to the Consumer Protection section for an investigation into the carrier operating without a valid permit (permit cancelled TV210846) between November 6, 2021 and January 9, 2022 (RCW 81.80.075(1)). Recommend no issuance of permanent permit until penalties are satisfied and the carrier achieves a satisfactory safety rating. Work with AAG to issue Notice of Intent to Cancel (NOIC).

<b>Upload Authorized:</b>	<b>Yes</b>	<b>No</b>	
<b>Authorized by:</b>			<b>Date:</b>
<b>Uploaded:</b>	<b>Yes</b>	<b>No</b>	<b>Failure Code:</b>
<b>Verified by:</b>			<b>Date:</b>





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**Safety Fitness Rating Explanation**

This report lists the facts which were used to determine the Safety Fitness Rating for the above motor carrier. Federal and State violations are combined for rating purposes. However, only the federal or federal equivalent section number is shown below. A check mark identifies the range within which the data fell when determining the Safety Fitness Rating. All information within a FACTOR block relates only to that FACTOR.

<b>FACTOR 1</b>	<b>General (CFR Parts 387, 390)</b>	0 Point = Satisfactory
		1 Point = Conditional
		>1 Point = Unsatisfactory
<b>VIOLATIONS AFFECTING RATING</b>	<b>POINTS</b>	
NONE	-----	
<b>TOTAL POINTS: 0 = SATISFACTORY</b>		

<b>FACTOR 2</b>	<b>Driver Qualification (CFR Parts 382, 383, 391)</b>	0 Point = Satisfactory
		1 Point = Conditional
		>1 Point = Unsatisfactory
<b>VIOLATIONS AFFECTING RATING</b>	<b>POINTS</b>	
NONE	-----	
<b>TOTAL POINTS: 0 = SATISFACTORY</b>		

<b>FACTOR 3</b>	<b>Operational/Driving (CFR Parts 392, 395)</b>	0 Point = Satisfactory
		1 Point = Conditional
		>1 Point = Unsatisfactory
<b>VIOLATIONS AFFECTING RATING</b>	<b>POINTS</b>	
S 392.2	1 (C)	
S 395.8(a)(1)	2 (C)	
	-----	
<b>TOTAL POINTS: 3 = UNSATISFACTORY</b>		

<b>FACTOR 4</b>	<b>Vehicle/Maintenance (CFR Parts 393, 396, Performance Data (OOS%))</b>	
<b>VIOLATIONS AFFECTING RATING</b>	<b>POINTS</b>	Fewer than 3 inspections
NONE	-----	
<b>TOTAL POINTS: 0 = SATISFACTORY</b>		

<b>Fewer than 3 Inspections</b>	<b>3 or more Inspections</b>	
Rate same as other Regulatory Factors 1, 2, and 3  0 Point = Satisfactory 1 Point = Conditional >1 Point = Unsatisfactory	OOS Less than 34%	OOS 34% or Higher
	Satisfactory	Conditional
	Conditional	Unsatisfactory
	If a pattern of Non-Compliance with a Critical or an Acute Violation	If a pattern of Non-Compliance with a Critical or an Acute Violation

<b>FACTOR 5</b>	<b>Hazardous Material (CFR Parts 397, 171, 172, 173, 177, 180)</b>
<b>Not Applicable - Not a carrier of Hazardous Material</b>	
NONE	

<b>FACTOR 6</b>	<b>Accident (Recordable Accident Rate)</b>
(( Recordable Accidents ) X ( 1 million ) ) ÷ ( Total Miles ) = Rate	
( 0 X 1,000,000 ) ÷ 6,000 = 0 = SATISFACTORY	
<b>ACCIDENT RATE</b>	<b>FACTOR RATING</b>
0.000 - 1.500	= Satisfactory
>1.500	= Unsatisfactory





**MR MUSCLES MOVING CO LLC**  
U.S. DOT #: 3427558

Review Date:  
06/01/2022

**Safety Fitness Rating Explanation**

**OVERALL SAFETY FITNESS RATING**

Number of Factors (1-6) shown above as less than satisfactory

Unsatisfactory

Conditional

1

0

= CONDITIONAL

**FORMULA TO CALCULATE THE OVERALL SAFETY FITNESS RATING**

Number of Factors

	Unsatisfactory	Conditional	OVERALL RATING
	0	2 or fewer	Satisfactory
	0	3 or more	Conditional
û	1	2 or fewer	Conditional
	1	3 or more	Unsatisfactory
	2	0 or more	Unsatisfactory

