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From: Matt cortez, President/General Manager, DeVries Moving Packing Storage

Re: TV-210535 and TV-210812

Date: June 12, 2023

I have multiple concerns as a moving company licensed in the state of Washington and the Utilities and Transportation Commission regarding the revisions to HHG Tariff 15-C. Those concerns mirror those of the WMC as follows:

ITEM 50 – Overtime. Proposed by the UTC staff: *“Overtime will be performed only at the request of the customer and at the option of the carrier. The carrier must provide the customer with a written Estimate of the total overtime charges and obtain the customer’s written consent before providing overtime service.”*

Concern: How will the HHG carrier determine “total overtime charges” for the customer’s signature on the Estimate when they depart from the customer’s residence until the truck(s) and work crew return to the company’s home location on hourly rated moves? There are a number of factors that could impact the final time.

Should the customer not agree with the estimated overtime charges, does that mean that the movers are required to stop the move and leave the shipper stranded without a mover? If the customer feels the overtime rates are too high, because they are comparing them with “rogue mover” rates, then all that is being accomplished is pushing the customer to labor that doesn’t provide any consumer protection.

ITEM 50 – Overtime, para 4. Proposed by the UTC staff: *“Carrier may not charge overtime for accessorial services.”*

Concern: - The UTC Tariff No. 15-C, Definitions, describes accessorial services as *“Any service provided by a household goods carrier that supplements or is incidental to, the transportation of household goods. Examples include, but are not limited to, packing, unpacking, wrapping, or protecting portions of the shipment or providing special equipment or services such as hoisting.”* So why wouldn’t Overtime Charges for this work provided by the regulated intrastate HHG carrier be applicable?

ITEM 85 – Estimates, para 3c. Proposed by the UTC staff: *“If the carrier is unable to prove their customer received the brochure electronically, the customer must sign or initial indicating the customer received the brochure.”*

Concern: On what document? This statement is confusing.

ITEM 90, para 9b - Carrier Liability for Household Goods and Customer Valuation Options. Proposed by the UTC staff: *“Depreciated Replacement Cost Coverage with Deductible. This option provides full, **depreciated**, value coverage less a \$300 deductible.”*

Concern: Who is responsible for determining the **depreciated** value of any damaged or lost item

ITEM 90, para 9c- Carrier Liability for Household Goods and Customer Valuation Options, para 9c. Proposed by the UTC staff: *“Depreciated Replacement Cost Coverage with no Deductible. This option provides the fully depreciated, value replacement coverage for the customer and a maximum carrier liability up to the declared value or \$5.00 times the net weight of the shipment, whichever is greater.*

Concern: Who is responsible for determining the **depreciated** value of any damaged or lost item?

ITEM 100 – Storage, para 3a. Proposed by the UTC staff: *“If the customer selects Permanent Storage on the bill of lading but elects to remove the goods from storage within 90 days, the shipment is still considered to be permanent storage.”*

Concern: A non-regulated entity providing only commercial storage can entice the customer to select Permanent Storage for their HHGs at non-regulated rates to obtain the customer’s business.

ITEM 100 – Storage, para g. Proposed by the UTC staff: Change in destination from that shown on the original bill of lading: The customer may change the destination originally shown on the bill of lading for the property in SIT by notifying the carrier. When the carrier receives the notice, the carrier will make a notation on the bill of lading indicating that the customer requested the change *and provide the following information on the Bill of Lading: i. Date the customer submitted the request to the carrier. ii. Method of communication in which the customer submitted the request. iii. New destination address to where the goods will be moved, and iv. Signature or initials of the carrier representative that received the request.*

Concern: Where will the HHG carrier find space on the current 8” x 14” HHG Bill of Lading? If this information is required, suggest additional information be attached to the HHG Bill of Lading.

ITEM 230 – Alternate Time Recording. Proposed by UTC staff: *This form must be completed by carriers electing to charge customers in 1-minute increments, as documented on the Bill of Lading, and/or choosing alternate minimum charge for moves to be charged as described in Tariff 15- C, Item 230.*

Concern: This is a trap for Intrastate HHG Carriers. If the carrier forgets to file the form or wishes to change his/her selection, they will be subject to penalties from the UTC.

ITEM 230 – Section 4, Alternative Minimum Charge for Moves. Proposed by UTC staff: *Tariff 15-C Item 230, Section 4, Alternative Minimum Charge for Moves: Please indicate below the minimum hours the carrier will charge for all local, hourly rated moves in accordance with Tariff 15-C Item 230(4): a) The alternative minimum charge for a shipment moving under hourly rates may be up to 1 hour but must not exceed one hour. Minimum time the carrier will charge all customers: _____.*

Concern: The minimum is one hour, not 10 minutes. Overtime is a customer request. HHG carriers will need to make adjustments to their crew work schedules. An addendum to the Estimated Cost for Services will need to be prepared and the signature of the customer must be obtained. All this work effort takes time.

b) If the customer requests a move Monday through Friday, before 8:00 a.m., and after 5:00 p.m. or on a Saturday, Sunday, or state-recognized holiday, the alternative minimum charge for a shipment may be up to but must not exceed four hours. Minimum time the carrier will charge all customers: _____.

Concern: The intrastate HHG carrier will lose revenue with this procedure. Four hours is the minimum. HHG carriers will need to make adjustments to their crew work schedules. An addendum to the Estimated Cost for Services will need to be prepared and the signature of the customer must be obtained. All this work effort takes time to honor this customer request.

ITEM 230, Section 6, Alternative Time Recording. Proposed by UTC staff: Please select the time recording option the carrier will apply to all local, hourly rated moves in accordance with Tariff 15- C Item 230(2). The carrier will record time in:

1-minute increments; or

15-minute increments Registered Name of Business on file with Commission (include all dba):

_____ Official Physical Address:

_____ THG/HHG Permit Number:

Official Telephone Number: _____

Official Email Address: _____

Company Website: _____

Company Representative Printed Name: _____ Title: _____ Signature: _____

Phone Number: _____

Date: _____

Concern: Here again this is a trap for Intrastate HHG Carriers. If the carrier forgets to file the form or wishes to change his/her selection, they will be subject to penalties from the UTC.

Additional Concern: With the current economy based on inflation, the additional work requirements contained in the UTC's proposed changes, recent changes to state regulations or being proposed, particularly from the Departments of Ecology and Labor & Industries and the obvious recent fuel cost increases now and likely coming due to an OPEC announcement of a freeze on oil exports reported recently; the UTC proposed changes based on their review should include a 25% overall Rate Increase not 12.1% as recommended by the UTC staff.

Sincerely,



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