

Docket No. TV-220894 - Vol. I

**In re the Matter of: Mychal Arcasa Redthunder d/b/a
Thunder Movers and Sons LLC**

February 28, 2023



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BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION

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

DOCKET TV-220894

MYCHAL ARCASA REDTHUNDER D/B/A
THUNDER MOVERS AND SONS, LLC

BRIEF ADJUDICATIVE PROCEDURE

VOLUME I

DATE TAKEN: Tuesday, February 28, 2022, 2:30 p.m.

REPORTED BY: Danielle Schemm, CCR 3395

1 A P P E A R A N C E S

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10 ALSO APPEARING:

11 RAYNE PERASON
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12 BRIDGIT FEESER
STACEY BREWSTER
13 CORTNEY WAGNER

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1 ADMINISTRATIVE LAW JUDGE DOYLE: Good afternoon. My
2 name is Samantha Doyle. I'm an administrative law judge
3 with the Washington Utilities and Transportation
4 Commission, and I use she/her or they/them pronouns.

5 Today is Tuesday February 28th, 2023, and the time
6 is approximately 2:45 p.m. This is Docket TV-220894. The
7 company has failed to appear, so we can proceed with a
8 motion for default for Mychal Arcasa Redthunder doing
9 business as Thunder Movers And Sons, LLC.

10 I have had a chance to review staff's evidence,
11 and that there was an offer to provide household goods
12 moving services in Washington, and there was advertising
13 that meets with the definition of RCW 81.80.0754 Engaging
14 in Business as a Household Goods Moving Company Without
15 the Permit Required to Conduct Such Operations.

16 What's staff's motion for the company?

17 INVESTIGATOR EWANIKA: Staff would like to recommend a
18 \$10,000 penalty because he has appeared before the
19 commission before in October of 2012.

20 ADMINISTRATIVE LAW JUDGE DOYLE: Okay. And so that's
21 under a motion for default, correct?

22 INVESTIGATOR EWANIKA: Yes. Sorry.

23 ADMINISTRATIVE LAW JUDGE DOYLE: No worries. Thank
24 you so much. Okay. Let's -- I'll swear you in and then
25 we'll walk through the evidence you have as well as when

1 and how service was accomplished.

2 So Investigate Ewanika, I will swear you in now.
3 Can you raise your right hand? Do you swear or affirm
4 that the testimony you will give today is the truth, the
5 whole truth, and nothing but the truth?

6 INVESTIGATOR EWANIKA: Yes, judge.

7 ADMINISTRATIVE LAW JUDGE DOYLE: Thank you. Go right
8 ahead with your exhibit.

9 INVESTIGATOR EWANIKA: Okay. In April of 2002, I
10 researched Thunder Movers and Sons and found a website for
11 the company. In that same month, I requested a quote on
12 their website, and I received an email that same day
13 stating that they could perform that move.

14 I then searched the Department of Revenue and the
15 Secretary of State systems in Washington state, and there
16 were no companies with that name. So I Googled the name,
17 and the company was listed on the Secretary of State
18 website in Oregon with the owner's name listed as Arcasa
19 Redthunder.

20 In May of 2022, I sent a cease and desist letter
21 to Arcasa Redthunder to the mailing address listed on the
22 Secretary of State database in Vancouver, Washington. The
23 address was in Vancouver, Washington.

24 In November of 2022, I called the company's phone
25 number that was listed on their website, and I talked to a

1 person who identified themselves as Mychal. I then asked
2 if he could perform a move -- I'm sorry -- perform a move,
3 and I received a quote for a move with an origin address
4 in Vancouver, Washington to a destination address in
5 Vancouver.

6 Mychal said that the company could perform this
7 move on November 28th, 2022 at 9:00 for \$450 an hour with
8 two men and a truck. Mychal also stated that the company
9 had been conducting business for 20 years.

10 I checked the commission's record in December of
11 2022 to see if the company had previously been before the
12 commission. I found that Mychal Arcasa Redthunder was
13 doing business as Mychal Movers appeared at a
14 classification hearing on October 17th, 2012.

15 At that hearing Mychal Arcasa Redthunder, doing
16 business as Mychal Movers, was classified a household
17 goods carrier and ordered to cease and desist operations
18 and was assessed a penalty of \$5,000 with \$4,500 suspended
19 and waived if he agreed to remove all advertisements and
20 cease operations. On August 26th, 2013 Mychal did pay
21 that penalty balance in full.

22 I then, after reviewing that, prepared the
23 documents for movers court and the process server was able
24 to serve the documents to Mychal Arcasa Redthunder on
25 December 29th, 2022 at the same address that the cease and

1 desist letter was sent to.

2 On February 14th, 2023 I sent an email addressed
3 to -- I sent it to the email that was noted on the Thunder
4 Movers And Sons advertisement on their website, and it
5 did -- that was a site that offered to conduct household
6 goods moves.

7 I addressed that email to Mychal Redthunder, and
8 the email offered to meet with the company to see if the
9 company and staff could agree to a settlement. The
10 company did not respond.

11 I sent another email, February 22nd, 2023, to
12 again give the option of a possible settlement agreement
13 discussion prior to today's hearing. The company did not
14 respond.

15 On February 23rd, 2023 I called the phone number
16 that was listed on the company's advertisements. I used
17 that phone number previously when I received a quote from
18 Mychal for the move. That number was disconnected.

19 On -- as I stated previously, on the afternoon of
20 yesterday, late afternoon, I received a call from Mychal
21 from a different number, that I did put in the chat, and
22 he stated that he had received my email and wanted to
23 discuss a settlement.

24 I told him that I would call him back, and I did
25 so with Bridgit Feeser, Assistant Director of Consumer

1 Protection; she was on the call. On that call I did
2 explain to Mychal that in order to reach a settlement
3 agreement, he would need to admit that he advertised and
4 performed household goods moves within Washington state
5 without a household goods permit and must agree to take
6 down all advertisements that offered to conduct moves and
7 no longer offer or perform moves until he received the
8 required permit from the commission.

9 Mychal at first agreed to this and stated that he
10 would take down all ads that he could but would be unable
11 to take down some ads like Yelp ads because he had no
12 control over that.

13 I did explain that because he had been before the
14 commission before and had violated the previous cease and
15 desist, we had forwarded the recommended penalty of
16 \$10,000 per violation, one for advertising and performing
17 moves and one for offering to conduct the move, totaling a
18 \$20,000 penalty, but that we were willing to lower that
19 recommendation to \$10,000 with \$9,000 suspended for
20 2 years under the condition he remove all advertisements,
21 cease performing moves, leaving a total of \$1,000 due.

22 Mychal then asked me when he had appeared at a
23 classification hearing before, and I told him that on
24 October 17th, 2012 he had come before the commission under
25 the business name Mychal's Movers. He then stated that

1 was over 10 years ago, and that we should just drop the
2 penalty to \$0. I informed Mychal that we could not do
3 that.

4 As I stated, Bridgit Feeser was on the call, and
5 she then explained to him that he had been before the
6 commission before for operating as a household goods
7 carrier without a permit and that the laws and rules had
8 not changed, so he should have been aware that he still
9 cannot perform moves without the required permission
10 issued, household goods permit.

11 At that point Michael appeared to become upset and
12 stated that he would not pay -- he could not pay the
13 \$1,000 penalty and that we should make the penalty amount
14 \$0. And then he stated it wasn't his business, it was his
15 cousin's business, and we needed to go after him.

16 At that point it does appear that he disconnected
17 the call. He did not call back.

18 ADMINISTRATIVE LAW JUDGE DOYLE: Thank you. And to
19 confirm, the company has never applied for a permit either
20 --

21 INVESTIGATOR EWANIKA: No. Sorry.

22 ADMINISTRATIVE LAW JUDGE DOYLE: -- with the
23 commission?

24 INVESTIGATOR EWANIKA: No, judge.

25 ADMINISTRATIVE LAW JUDGE DOYLE: No? Okay. With that

1 testimony, I also wanted to just admit into the record
2 your previously submitted declaration as JE-1 and the
3 declaration attachments as also to be admitted into the
4 record as JE-2.

5 And with that, I will grant the motion for default
6 and issue an order reflecting that decision. Is there any
7 other business that we need to take care of today?

8 INVESTIGATOR EWANIKA: No, judge. Thanks.

9 ADMINISTRATIVE LAW JUDGE DOYLE: Great. Thank you so
10 much. Thanks, everyone, for your time, and I apologize
11 for the wait earlier. Thank so much.

12 [This matter concluded at 2:55 p.m.]

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1 STATE OF WASHINGTON)
 2) SS: C E R T I F I C A T E
 3 COUNTY OF WHATCOM)

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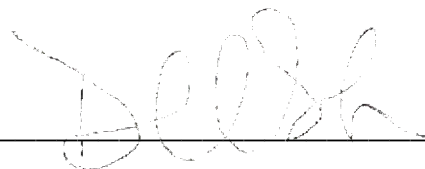
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