

BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

GERTRAUDE M. TAUT,)	DOCKET NO. TV-021248
)	
Complainant,)	
v.)	INITIAL ORDER ON BRIEF
)	ADJUDICATIVE PROCEEDING
ALL MY SONS MOVING AND)	
STORAGE,)	
)	
Respondent.)	
)	
.....)	

I. SYNOPSIS

1 *This Order proposes that the Respondent, All My Sons Moving, violated Commission rules by failing to provide information regarding consumer rights and responsibilities and by overcharging the Complainant, Gertraude Taut, for the estimated cost to pack, move, and store her household goods.*

2 **Nature of Proceeding.** This is a brief adjudicative proceeding (“BAP”) to resolve a complaint made by a customer/shipper against a household goods mover/carrier alleging that the carrier violated Commission rules while providing services.

3 **Procedural History:** On September 25, 2002, Gertraude M. Taut filed a formal complaint against All My Sons Moving and Storage (“All My Sons Moving” or “the Company”). Ms. Taut alleges that All My Sons Moving violated several Washington Utilities and Transportation Commission (“Commission”) rules, and she disputes the charges assessed by All My Sons Moving. On October 7, 2002, All My Sons Moving filed an answer to the complaint.

4 Pursuant to RCW 34.05.482 and WAC 480-09-500(1), the Commission determined that a BAP is appropriate for resolving issues raised in the complaint and answer. On October 18, 2002, the Commission served notice to the parties that oral statements would be beneficial in reaching a final decision. A hearing was scheduled for October 29, 2002, in Tacoma, WA.

5 On October 22, 2002, Commission Staff filed a motion to continue the hearing. On October 29, 2002, Commission Staff and Ms. Taut appeared at the hearing. Ms. Taut agreed with Staff’s request for a continuance, and they agreed that the hearing should reconvene in Olympia. The motion to continue was granted, and the hearing was

conducted at the Commission's offices in Olympia, WA, on November 8, 2002, pursuant to written notice that was served to the parties.

6 **Appearances.** Gertraude M. Taut, Complainant, appeared pro se. All My Sons Moving was represented by James Bergstrom, Operations Manager. Commission Staff ("Staff"), was represented by Lisa Watson, Assistant Attorney General, Olympia.

7 **Initial Order:** The presiding administrative law judge proposes by this Initial Order that the Complainant, Ms. Taut, pay \$2,897.98 for packing and moving services, that she pay storage charges under the Commission's tariff for storage-in-transit prorated on a daily basis beginning on the date of a Commission final order in this proceeding, that she pay charges to establish the carrier's maximum liability as required by Commission tariff, and that she bear expenses to move her household goods out of storage.

MEMORANDUM

Applicable Law

8 The Complaint alleges violations of three Commission rules. According to the Complaint, All My Sons failed to provide to Ms. Taut a copy of a brochure stating her rights and responsibilities in violation of WAC 480-15-620, charged more for estimated services than allowed in violation of WAC 480-15-690, and failed to provide Ms. Taut with a fully executed bill of lading in violation of WAC 480-15-710.

9 WAC 480-15-620(1) provides that household goods carriers must provide certain information to customers as follows:

- (1) You must give each customer a copy of the commission brochure, "*Your Rights and Responsibilities as a Moving Company Customer*":
 - (a) At the time you issue a written nonbinding estimate;
 - (b) At the time you issue a written binding estimate;
 - (c) If you issue neither a written estimate or a written nonbinding estimate, prior to loading the shipment; or
 - (d) Upon request, by the customer.
- (2) The brochure is available from the commission and contains consumer information about selecting a moving company, estimates, rates and tariff charges, payment terms, change orders, supplemental estimates, preparing articles for shipment, valuation protection for loss and damage of goods, expedited service, small

shipments, temporary storage, bill of lading contracts, loss and damage claims, informal complaints, and formal complaints. The commission may also present information in different formats for various media (printed materials, on-line materials, fact sheets, brochures, etc.).

10 WAC 480-15-690(1) limits the charges that may be imposed if a carrier underestimates a household goods move. The rule provides, in relevant part:

(1) You may not charge more than twenty-five percent above your written nonbinding estimate for time charges for a local hourly rated move nor can you charge more than fifteen percent above your written nonbinding estimate for accessorial and other services not related to time, unless the shipper signs a supplemental estimate.

11 WAC 480-15-660 provides that a carrier must provide a written supplemental estimate if it has given the customer a written estimate and the circumstances surrounding the move change in any way to cause the rate for service or the estimated charges to increase.

12 WAC 480-15-710 states that a bill of lading is a shipping document issued by the household goods carrier, signed by both the shipper and the household goods carrier, that establishes the legal contract terms and conditions for a shipment of household goods. Reference to the entirety of WAC 480-15, Part 5.4, entitled "Bill of Lading" is necessary to resolve the alleged violation of WAC 480-15-710.

13 The Commission's Tariff No. 15-A – Rates for the Transportation of Household Goods Between Points in the State of Washington – also is relevant to the determination of this proceeding.¹

The Brief Adjudicative Proceeding Record

14 WAC 480-09-500(9) provides that the record in a brief adjudicative proceeding consists of any documents regarding the matter that are considered or prepared by the presiding officer for the proceeding.

¹ Tariff No. 15-A, effective on February 1, 2000, was established by authority of Commission Order dated January 12, 2000, in Docket No. TV-980092 ("Tariff 15-A"). Tariff 15-A was effective at all times relevant to the Complaint.

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The complaint and answer constitute written explanations of Ms. Taut's and All My Son Moving's positions, respectively, as discussed in WAC 480-09-500. The following documents were attached to the complaint and also comprise part of the Record:

1. 10/24/01. All My Sons "Estimated Cost of Services" to pack and move household goods belonging to Gertraude Taut from a residential address to All My Sons' storage facility, including estimated monthly storage. Estimated Cost – including one month storage – was \$2,618.16.
2. 3/25/02. All My Sons blank quote sheet for Taut move on 3/26/02.
3. All My Sons "Original Freight Bill," Bill of Lading #10394, with partial typewritten information, modified to estimate packing and moving charges -- \$3,500.00. Move Date notation 3/26/02.
4. Unsigned All My Sons "Original Bill of Lading," Bill of Lading #10394, with handwritten information. No stated balance due. Move Date notation 3/26/02.
5. Undated "Supplemental Estimate" – \$5081.70. Customer signature bears handwritten notation "Signing this under duress."
6. 3/27/02 "Supplemental Estimate" – \$5081.70. Same as above, but move, date, estimate date, estimator, driver, and customer signature date fields are filled in. Additionally, the handwritten notation "Signing this under duress" in the customer signature block does not appear.
7. Unsigned All My Sons "Original Bill of Lading," Bill of Lading #10395, with handwritten information. Stated balance due – \$5081.70. Move Date notation 3/27/02.
8. 3/29/02. Pacific Northwest Storage Unit B-42 "Rental Contract Receipt."
9. 4/22/02. Letter from Ms. Taut to All My Sons, including pictures of items left behind by mover. According to the letter, a money order in the sum of \$330.00 was included for storage fees.
10. 6/5/02. Letter from Ms. Taut to John Cupp, Consumer Program Specialist, Washington Utilities and Transportation Commission.
11. 6/5/02. Letter from Ms. Taut to All My Sons.
12. 6/5/02. Certified Mail Receipt, U.S. Postal Service cash receipt, and front and back of returned envelope addressed to All My Sons.
13. 6/20/02. Letter from All My Sons to Ms. Taut.

14. 7/2/02. Letter from John Cupp, Consumer Program Specialist, Washington Utilities and Transportation Commission, to Ms. Taut.
15. Washington Utilities and Transportation Commission Complaint #76701 – activity reports. Customer – Gertraude Taut. Opened on 5/8/02. Closed on 9/12/02.
16. 9/12/02. Letter from John Cupp, Consumer Program Specialist, Washington Utilities and Transportation Commission, to Ms. Taut.
17. 9/12/02. Letter from All My Sons to Ms. Taut.
18. 9/25/02. Letter from Ms. Taut to All My Sons.

- 16 A letter submitted by Commission Staff dated 9/27/02, from Tani Thurston, Regulatory Analyst, Washington Utilities and Transportation Commission, to Ms. Taut, and the tape recorded sworn testimony of witnesses made during the proceeding are also part of the Record in this proceeding.
- 17 Finally, Tariff 15-A requires that carriers use the Rand McNally Mileage Guide to determine mileage.² The Commission’s Rand McNally MileMaker software was used to confirm that the subject move of household goods was less than 35 miles. Accordingly, hourly charges for transporting the shipment were appropriate.

Disputed Facts

- 18 There are several key disputed factual issues presented by the parties.
- Did All My Sons Moving provide Ms. Taut with a copy of the Commission brochure, “*Your Rights and Responsibilities as a Moving Company Customer*”, at the time of performing a written nonbonding estimate in October 2001?
 - Did the written nonbonding estimate performed by All My Sons on October 24, 2001, expire prior to the household goods move on March 26, 2002?
 - Did the circumstances surrounding the move change in any way to cause the rate for service or the estimated charges to increase?
 - Did All My Sons Moving underestimate the household goods move?
 - Did Ms. Taut indicate that the destination of her goods be “storage-in-transit” (“SIT”) or “permanent storage”?
 - Did All My Sons Moving fail to provide Ms. Taut with a signed bill of lading at the time of the move?

² See Tariff 15-A, Item 110, Mileage.

Discussion

19 On October 24, 2001, All My Sons Moving performed a written nonbonding estimate to move Ms. Taut's household goods to a warehouse managed by All My Sons Moving ("October Estimate").³ This estimate purported to be based in part on Commission Tariff 15-A. Commission Tariff 15-A establishes rates for the transportation and storage of household goods between points in the state of Washington. Most rates are stated as a range of minimum and maximum allowable charges.

20 The distance between Ms. Taut's Tacoma/Parkland residence and All My Sons Moving warehouse in Tukwila was less than 35 miles. Thus, All My Sons Moving estimated charges for transporting the shipment from the origin to the warehouse on an hourly basis in accordance with Tariff 15-A, Item 230.

21 The October Estimate indicates that a question existed at that time whether Ms. Taut's household goods were to be warehoused as SIT or permanent storage. SIT is temporary warehouse storage of a shipment for 90 days or less pending further transportation. Permanent storage is warehouse storage of a shipment for longer than 90 days.

22 Tariff 15-A provides for different charges and different liability depending on whether a shipment is SIT or permanent storage. Tariff 15-A, Item 100 states SIT rates to be charged per 100 pounds stored. If a shipment is designated for permanent storage or if a customer does not remove the shipment within 90 days, then the warehouse is considered to be the agent of the customer, and the warehouse may impose charges that are not regulated by the Commission. Also, liability for the shipment while in SIT is the responsibility of the carrier. Liability for the shipment while in permanent storage is the responsibility of the warehouse.

23 Even though the October Estimate indicates that a question existed regarding the status of the shipment to storage, storage costs were estimated as though the shipment were permanent storage.⁴ Furthermore, All My Sons Moving has sought to impose charges based on permanent storage at all times relevant to the complaint.⁵

24 Ms. Taut testified that boxes of packed goods and empty boxes were stored in her garage at the time that the October Estimate was performed. According to Ms. Taut, she agreed to pack the empty boxes with other goods. The October Estimate includes a notation that boxes in the garage were to be repacked by the Company and that used

³ See Document No. 1, above.

⁴ The October Estimate calculates storage on a per-pallet basis, rather than the SIT rates stated in Tariff 15-A.

⁵ All My Sons Moving also calculates monthly storage charges based on seven pallets at \$55.00 each – the actual number of pallets used for Ms. Taut's household goods – rather than six pallets as estimated.

cartons were to be used first. The October Estimate also notes that All My Sons Agreed to prorate storage to the day. Ms. Taut and All My Sons disagree whether she received a brochure regarding customer's rights and responsibilities at the time that the October Estimate was performed. There is no notation on the estimate that the brochure was given to Ms. Taut. The October Estimate does not state that the estimate is void after any particular length of time.⁶

25 Other notations on the October Estimate indicate that Ms. Taut subsequently arranged for a moving date between November 5 and 9, 2001.⁷ Neither party recalls the cancellation of the packing and moving date, but no moving services were performed at that time. Ms. Taut subsequently contacted All My Sons Moving on March 21, 2002 (approximately 5 months later) and scheduled her household goods move for March 26, 2002.

26 When a work crew arrived on March 26, they had certain documents in their possession, but not a copy of the October Estimate. All My Sons Moving contends that it was unaware that an estimate had been previously performed prior to meeting with Ms. Taut on March 26. The documents indicate that at the time the crew arrived at Ms. Taut's residence, they did not know the shipment's destination. Among the documents, both a "Quote" sheet and a Bill of Lading contain preprinted information that states the destination to be "Will Advise – Poss. Ams [storage]." The Bill of Lading also contains handwritten information that the destination is the All My Sons' storage facility in Kent, WA.

27 When Ms. Taut informed the crew that an estimate had been performed, they called the business office to relay that information. All My Sons Moving responded that company policy was that estimates are not valid after 90 days. The All My Sons

⁶ Mr. Bergstrom candidly acknowledged during the hearing that this move has been a learning experience for the company. It should be noted that the October Estimate stated labor rates that are consistent with Tariff 15-A, however, nearly all of the unit charges for packing materials exceed the allowable range. The estimate then applied a 20% discount to packing labor and materials. This resulted in the estimated unit charges for packing materials being adjusted within the allowable range, however, the packing labor rate was consequently adjusted below the allowable range. Although the cumulative total for packing labor plus materials was within an allowable range, Tariff 15-A applies on a per-unit and per-hour basis, and not as an aggregate rate. It is the responsibility of the carrier to issue an accurate estimate to the shipper. Further, an "Important Notice" stated in the October Estimate – as required by WAC 480-15-650 – does not conform to the express language stated in the Commission's rule. Although these apparent violations are not at issue in this proceeding, they suggest that Mr. Bergstrom's acknowledgement is not understated, even though the October Estimate may be.

⁷ The data fields for the date of packing and date of moving are filled in using a different color of ink from the rest of the estimate and are initialed "LB." Mr. Bergstrom testified that these are the initials of Lori Baca, an office worker, and that the company's standard business practice is that Ms. Baca on subsequently makes these entries on the estimate form because many customers do not know dates for packing and moving until after the estimate is performed. This is consistent with Ms. Taut's recollection that she was negotiating with her landlord to remain in possession of her premises at the time that she requested an estimate.

Moving crew modified the preprinted Bill of Lading for use as a second estimate (“March Estimate”).⁸ The March Estimate does not separately state estimated labor and material costs, and it exceeds the October Estimate by approximately 134%.

- 28 A slightly different version of these early events appears in Commission Staff’s complaint case file, which was opened on May 8, 2002.⁹ On May 13, 2002, Mr. Bergstrom represented to John Cupp, Consumer Program Specialist, that Ms. Taut contacted All My Sons Moving on March 25 to schedule her relocation, at which time she was informed that her estimate was invalid. According to Mr. Bergstrom, he urged Ms. Taut to obtain a new estimate, but she stated that she needed to relocate the following day, which did not give the company time to perform another estimate. Mr. Bergstrom told Ms. Taut that a crew would arrive on March 26, and that a supplemental estimate would be performed if circumstances had changed.
- 29 Ms. Taut states that a crew person discussed the Bill of Lading with her, although she does not recall many details. For instance, she does not recall whether the crew person marked an “x” at each place where she was expected to sign or initial the document as though it were being used as a bill of lading. However, she states that regarding the election of a valuation for her goods, “There was a disagreement on what they quoted me before and what they were asking ... and I didn’t agree with it, so I didn’t initial it.” Thus, the crew person asked her to sign the box providing for “Basic Value Protection” and she declined. Ms. Taut did not initial any other option for valuation, even though the form states that the customer must make a selection.
- 30 Ms. Taut did sign and initial the document in other places. For instance, Ms. Taut signed the March Estimate indicating that she received a copy of the Rights and Responsibilities Guide. Ms. Taut also initialed a box indicating that her shipment was to be placed in SIT.¹⁰ The March Estimate was returned to the crew person after she signed and initialed the document.
- 31 The moving crew began packing Ms. Taut’s goods. According to All My Sons Moving, the business office located the October Estimate while packing was in progress. Based on representations from the crew chief, All My Sons Moving determined that Ms. Taut did not complete the amount of packing in advance of the move that she had indicated she would perform.¹¹ Mr. Bergstrom argued that the

⁸ See Document No. 3, above.

⁹ See Document No. 15, above; entry dated 5/13/2002, at 9:11 am.

¹⁰ All My Sons Moving used outdated Bill of Lading forms at the time of Ms. Taut’s move. Tariff 15-A changed the term of SIT from 180 days to 90 days, effective February 1, 2000. However, the Bill of Lading forms used refer to 180 days. The box initialed by Ms. Taut states: “This shipment is to be placed in storage for a period of less than 180 days.” The intent of the box initialed by Ms. Taut is clear from its context. The second option refers to storage for more than 180 days, and the third option states: “This shipment is to be placed in storage in transit for an unknown period of time. I understand that on the 180th day of storage the shipment becomes permanent storage.”

¹¹ See All My Sons Moving’s answer, at para. 5.

amount of packing materials actually used in the move, in comparison to the estimated materials, supports a finding of changed circumstances.¹²

32 Ms. Taut testified that she packed the same empty cartons that were in her garage and considered by Mr. Hegland at the time that he performed the October Estimate. She also contends that All My Sons Moving repacked all of the boxes that she packed, thus accounting for the excess materials. According to Ms. Taut, All My Sons Moving stated that her boxes must be repacked due to liability concerns.

33 Ms. Taut's household goods move extended into March 27, 2002. According to Ms. Taut, the moving crew arrived late in the afternoon on the first day, after performing other moves.¹³ The crew worked late into the night and slept on Ms. Taut's living room floor. The crew began working again the next morning, and worked until early afternoon. Another crew arrived in early evening to finish the move. Ms. Taut contends, thus, that the packing took longer because the work crews were tired from having performed other moves.

34 According to All My Sons Moving, Ms. Taut interfered repeatedly with the moving crew causing delays, and that she was told that delays caused by her actions would result in additional charges.¹⁴ After the vast majority of work was completed, All My Sons presented an incomplete Supplemental Estimate to Ms. Taut for work that had been already performed ("Supplemental Estimate").¹⁵ After Ms. Taut signed the Supplemental Estimate, All My Sons Moving proceeded to fill in other essential information on the form.¹⁶ The Supplemental Estimate total charges in the amount of \$5,081.70 was an increase of 145% over the March Estimate performed the day before, and an increase of 194% over the October Estimate.

35 According to All My Sons Moving, a dispute arose contemporaneous with the presentation of the Supplemental Estimate. Mr. Bergstrom states that he was informed by a crew member during a telephone call from the move site that Ms. Taut had removed the company's paperwork from a clipboard and refused to return it. According to Mr. Bergstrom, Ms. Taut insisted that she needed the original paperwork in case the dispute resulted in a court case. Ms. Taut testified that the

¹² A tally of materials actually used in the move is stated in Document No. 4, above.

¹³ See Document No. 11, above.

¹⁴ WAC 480-15-780(7) states that a carrier may refuse service to a shipper if satisfactory service cannot be given, or providing service would adversely affect the health or safety of its employees. All My Sons Moving chose to continue work in spite of the difficult circumstances that it recounts, and by doing so, the company remained subject to other Commission rules governing its service.

¹⁵ See Document No. 5, above.

¹⁶ Although it appears the form was intended for use as a supplemental invoice, and not a Supplemental Estimate as provided for in WAC 480-15-660, the company's choice of this preprinted form and the entry of certain information consistent with a bona fide Supplemental Estimate (not to mention the circumstances regarding how the form was completed) should be regarded – at best – as another learning experience.

paperwork was left on top of a refrigerator by the work crew on the first day, and that the work crew overlooked the paperwork on the second day. According to Ms. Taut, she was surprised to find the paperwork after the crew had left. However, Ms. Taut also testified that the paperwork was given to her.

36 According to Commission Staff's complaint case file, Ms. Taut stated her belief during Staff's investigation that copies of documents are not legally sufficient.¹⁷

37 Mr. Bergstrom states that All My Sons reconstructed a Bill of Lading consistent with the Supplemental Estimate after the work crew delivered the shipment to storage.¹⁸ Nevertheless, All My Sons Moving checked off boxes on the reconstructed Bill of Lading that are inconsistent with the boxes that were initialed by Ms. Taut on the March Estimate.

38 On March 29, 2002, Ms. Taut rented storage space from Pacific Northwest Storage.¹⁹ Ms. Taut also states that she moved into her current residence within 90 days from the date her goods moved into storage. Although Ms. Taut has made different representations regarding her intention to pay different sums of packing, moving, and storage charges at different times, no money has been paid to All My Sons Moving to date.

39 Commission Staff recommends that the Commission find violations of Commission rules as alleged in the complaint, and that no further investigation ensue. Staff recommends that the October Estimate be upheld and that Ms. Taut pay the sum of \$2,897.98 for packing and moving charges, consistent with WAC 480-15-690.²⁰ Commission Staff also recommends that Ms. Taut be required to pay the estimated storage costs of \$330 per month, beginning September 27, 2002, which is the date that All My Sons Moving agreed to accept \$2,897.98 as payment in full for packing and moving charges.

FINDINGS OF FACT

40 WAC 480-15-620(1) requires that All My Sons Moving give each customer a copy of the commission brochure, "*Your Rights and Responsibilities as a Moving Company Customer*" at the time the company issues a written nonbinding estimate.

41 All My Sons Moving issued a written nonbinding estimate to Ms. Taut on October 24, 2001. The October Estimate does not indicate whether Ms. Taut was given a copy of the Rights and Responsibilities Guide. Ms. Taut's demeanor and clear recollection support a finding that her testimony that she did not receive a copy of the

¹⁷ See Document No. 15, above; entry dated 6/25/2002, at 12:10 pm.

¹⁸ See Document Nos. 4 and 7, above.

¹⁹ See Document No. 8, above.

²⁰ \$2,897.98 is the sum of 125% of moving costs and 115% of packing costs based on the October Estimate.

guide along with the October Estimate is credible. Mr. Bergstrom's testimony that Mr. Hegland gave a copy of the guide to Ms. Taut is unsupported by the Record and is given less weight as heresy.

42 All My Sons Moving gave Ms. Taut a copy of the Rights and Responsibilities Guide on March 26, 2002, the date of her move. However, her receipt of a brochure at that time does not cure or excuse the Company's failure to provide a copy of the brochure at the time the estimate was performed.

43 The October Estimate makes no reference to an effective term, and there is no evidence that Ms. Taut was informed prior to March 26, 2002, that the October Estimate would be void after a given period of time.

44 There is no evidence that the five-month period between the date of the October Estimate and the date of the move is an unreasonable length of time for Ms. Taut to rely on the October Estimate for her cost of moving.

45 The October Estimate was a valid nonbinding written estimate on March 26, 2002.

46 WAC 480-15-660 allows a shipper to provide a written supplemental estimate if the customer has been given a written estimate and the circumstances surrounding the move change in any way to cause the estimated charges to increase.

47 All My Sons Moving and Ms. Taut agreed that she would continue packing the empty boxes that were in her garage at the time the October Estimate was performed. The October Estimate does not state the extent to which the total estimated cost depended on Ms. Taut packing her own household goods. The October Estimate does state that boxes packed by Ms. Taut prior to that estimate must be repacked.

48 The packing performed by Ms. Taut before March 26, 2002, and the repacking performed by All My Sons Moving during the move are consistent with written remarks on the October Estimate.

49 Circumstances surrounding the move did not change in any way to cause the estimated charges to increase prior to March 26, 2002.

50 The written estimate performed by All My Sons Moving using the Bill of Lading on March 26, 2002, does not comply with WAC 480-15-660. The March Estimate is not a valid supplemental estimate.

51 WAC 480-15-660 requires that the customer sign a supplemental estimate or the additional work cannot be performed.

- 52 All My Sons Moving did not obtain Ms. Taut's signature to the Supplemental Estimate performed on March 27, 2002, prior to performing the additional work. The Supplemental Estimate performed on March 27, 2002, does not comply with WAC 480-15-660. The Supplemental Estimate performed on March 27, 2002, is not a valid supplemental estimate.
- 53 Under WAC 480-15-690(1) and the facts of this case All My Sons Moving may not charge more than twenty-five percent above the October Estimate for time charges nor charge more than fifteen percent above the October Estimate for packing services.
- 54 125% of the October Estimate's moving costs of \$1,313.40 equals \$1,751.20. 115% of the October Estimate's packing costs of \$974.76 equals \$1,146.78. All My Sons may not lawfully charge more than the total sum of \$2,897.98 for packing and moving Ms. Taut's household goods to storage.
- 55 All My Sons Moving sought to impose packing and moving charges substantially greater than those allowed under WAC 480-15-690(1).
- 56 Ms. Taut's testimony that All My Sons Moving inadvertently left paperwork at her residence is contradicted by her testimony that the documents were given to her. Mr. Bergstrom's testimony that Ms. Taut removed the paperwork from the company's possession on March 27, 2002, because she wanted to possess original documents is consistent with statements that Ms. Taut made to Commission Staff regarding the validity of copies of documents. Mr. Bergstrom's was informed of the incident at the time it occurred. Mr. Bergstrom's demeanor and testimony is credible.
- 57 Ms. Taut partially filled out the original converted Bill of Lading – also referred to as the March Estimate – on March 26, 2002, and returned the document to All My Sons Moving before work was performed. The destination of the shipment was a major unknown aspect of the move at the time that the moving crew arrived at the origin, and the crew had numerous contacts with All My Sons Moving management during the move.
- 58 Ms. Taut initialed the March Estimate to indicate that the shipment destination was storage in transit. All My Sons Moving knew – or should have known – that the shipment destination was SIT prior to the time that Ms. Taut took possession of the paperwork.
- 59 WAC 480-15-710, et seq., requires that a carrier prepare and submit a signed Bill of Lading to the shipper.
- 60 When Ms. Taut took possession of the paperwork near the conclusion of the her move, she substantially interfered with All My Sons Moving's ability to fully comply with WAC 480-15-710, et seq., because her goods had already been placed onto

trucks for delivery to storage. Ms. Taut's conduct reasonably necessitated that All My Sons Moving reconstruct the Bill of Lading after her household goods were delivered to storage. However, Ms. Taut's conduct did not prevent All My Sons Moving from determining or confirming the storage status of the shipment.

- 61 All My Sons Moving unilaterally determined that Ms. Taut's shipment was permanent storage and charged her permanent storage rates after delivering the shipment to storage. Commission Tariff 15-A, Item 100, states minimum and maximum rates to be charged for SIT. All My Sons Moving permanent storage charges exceeded the maximum allowable SIT rates. The October Estimate states that All My Sons Moving will "pro-rate storage to the day."
- 62 Ms. Taut secured a residence and alternative storage within 90 days of her household goods being delivered to storage.
- 63 The excessive rates charged by All My Sons Moving for packing, moving, and storage imposed an unreasonable financial burden on Ms. Taut. Further, All My Sons Moving created an unreasonable financial barrier to Ms. Taut's ability to make payment in full and secure release of the shipment within 90 days of her household goods being delivered to storage. All My Sons Moving should not be allowed to collect storage fees for the period preceding a final order by the Commission because the excessive rates it sought for packing, moving, and storage prevented Ms. Taut from making payment consistent with the shipment's status as SIT.
- 64 Commission Tariff 15-A provides that carriers remain liable for physical loss of, or damage to, any article from external cause while being packed, unpacked, loaded, unloaded, carried, or held in SIT, including breakage, if articles are packed by the carrier and/or if the breakage results from the negligence of the carrier. Thus, Tariff 15-A does not require that All My Sons Moving perform packing services in order for the company to be liable for breakage resulting from its negligence.
- 65 Tariff 15-A states that a carrier's maximum liability shall be determined based on the valuation option selected by the customer. Tariff 15-A, Item 95, states that "Depreciated Value Protection" is the default option if the customer fails to indicate a choice. Further, Tariff 15-A states that the customer will be liable for charges applying to the Depreciated Value Protection option if the customer fails to indicate a choice and the shipment valuation therefore defaults to that protection level. Tariff 15-A, Item 90, states the minimum and maximum fees for valuation of goods while in SIT for Depreciated Value Protection.
- 66 Ms. Taut failed to indicate a choice of a valuation option for her shipment on the March Estimate. *Ms. Taut is liable to All My Sons Moving for charges applying to the Depreciated Value Protection option for SIT, consistent with Tariff 15-A.*

CONCLUSIONS OF LAW

- 67 The Washington Utilities and Transportation Commission has jurisdiction over the subject matter of this proceeding and all parties to this proceeding.
- 68 All My Sons Moving is a public service company as defined in RCW 81.04.010. The company holds authority to transport household goods in the state of Washington for compensation.
- 69 All My Sons Moving violated WAC 480-15-620 by failing to give Ms. Taut a copy of the commission brochure, "*Your Rights and Responsibilities as a Moving Company Customer*" at the time the company issued a written nonbinding estimate on October 24, 2001.
- 70 All My Sons Moving violated WAC 480-15-690(1) by overcharging Ms. Taut for packing and moving services. Additionally, All My Sons Moving knew or should have known that the destination of the shipment was storage-in-transit, and the company overcharged Ms. Taut for storage costs.
- 71 Ms. Taut substantially interfered with All My Sons Moving's ability to fully comply with WAC 480-15-710, et seq., and the company did not violate that Commission rule as alleged in the complaint.
- 72 In accordance with WAC 480-15-690, All My Sons Moving should charge no more than the total sum of \$2,897.98 for packing and moving Ms. Taut's household goods to storage. Payment in full should be due within 5 days of the entry of a final order by the Commission.
- 73 All My Sons Moving should be required to assess charges for storage-in-transit in accordance with Commission Tariff 15-A. Charges for SIT should begin to accrue on the date of the entry of a final order by the Commission. All My Sons Moving should pro-rate storage charges to the day. Payment of charges should be required prior to release of the shipment.
- 74 All My Sons Moving should be required to impose fees for the Depreciated Value Protection Option for valuation of goods while in SIT in accordance with Tariff 15-A, Item 90, to be pro-rated to the day. Payment of charges should be required prior to release of the shipment.
- 75 Ms. Taut should be required to pay the costs of moving her shipment out of storage.

ORDER

IT IS ORDERED That

- 76 The Commission has jurisdiction over the subject matter and the Parties to this proceeding.
- 77 All My Sons Moving must charge no more than the total sum of \$2,897.98 for packing and moving Ms. Taut's household goods to storage. Payment in full is due within 5 days of the entry of a final order by the Commission.
- 78 All My Sons Moving must assess charges for storage-in-transit in accordance with Commission Tariff 15-A. Charges for SIT begin to accrue on the date of the entry of a final order by the Commission. All My Sons Moving must pro-rate storage charges to the day. Payment of charges must be made prior to release of the shipment.
- 79 All My Sons Moving must impose fees for the Depreciated Value Protection Option for valuation of goods while in SIT in accordance with Tariff 15-A, Item 90, to be pro-rated to the day. Payment of charges must be made prior to release of the shipment.
- 80 Ms. Taut must pay the costs of moving her shipment out of storage.

Dated at Olympia, Washington and effective this 18th day of November, 2002.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

LAWRENCE J. BERG
Administrative Law Judge

NOTICE TO THE PARTIES

This is an Initial Order. The action proposed in this Initial Order is not effective until entry of a final order by the Utilities and Transportation Commission. 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.

WAC 480-09-500(6) provides that any party to this proceeding has twenty (21) days after the entry of this Initial Order to request review of the Initial Order, in writing or orally. If no request is timely filed, the Commission may adopt, modify, or reject the Initial Order.

The Commission encourages written requests for review so parties have the greatest opportunity to state reasons for their views. A written request for review of the Initial

Order should contain an explanation of the party's view of the matter, with a statement of reasons why the Initial Order is incorrect, and a certificate of service. Responses to a request for review of the Initial Order must be filed with the commission and served upon the other parties within ten days after service of the request for review. A written request for review must be filed by mail or delivery to:

Attn: Carole J. Washburn, Secretary
Washington Utilities and Transportation Commission
P.O. Box 47250
Olympia Washington 98504-7250

If a request for review is received, the order on review will be in writing, will include a brief statement of the reasons for the decision, and will be entered within twenty days after the deadline for requesting review or of the request for review, whichever is later. The order will include a description of any further available administrative review or, if none is available, a notice that judicial review may be available.