



Rob McKenna

ATTORNEY GENERAL OF WASHINGTON

Utilities and Transportation Division

1400 S Evergreen Park Drive SW • PO Box 40128 • Olympia WA 98504-0128 • (360) 664-1183

August 3, 2006

Carole J. Washburn, Secretary
Washington Utilities and Transportation Commission
1300 S. Evergreen Park Dr. SW
P. O. Box 47250
Olympia, Washington 98504-7250

RECEIVED
RECORDS MANAGEMENT
05 AUG -3 PM 8:15
UTILITIES AND TRANSPORTATION
COMMISSION

Re: *Penalty Assessment against All My Sons Moving & Storage*
Docket No. TV-050537

Dear Ms. Washburn:

Enclosed are Staff's responses to Commission Bench Request Nos. 1 to 3. If you have any questions regarding these responses, please contact me at (360) 664-1186.

Sincerely,

JENNIFER CAMERON-RULKOWSKI
Assistant Attorney General

JCR/emd
Enclosures
cc: Parties



WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION STAFF
RESPONSE TO BENCH REQUEST

DATE PREPARED: August 2, 2006
CASE NO.: TV-050537
REQUESTER: Bench

WITNESS: Carlene Hughes
RESPONDER: Carlene Hughes
TELEPHONE: 360-664-1224

REQUEST NO. 1: Specifically identify by starting and ending dates the period reviewed by Commission staff in preparing the audit that resulted in the penalty assessment. On what date did the last of the subject violations occur?

RESPONSE: The commission sent All My Sons a data request that required the company to furnish records for the period of time from April 23, 2005, through May 8, 2005. Staff used those records to identify some of the violations included in the All My Sons penalty assessment.

In addition to those records, Staff reviewed documents from complaints against All My Sons that the company's customers filed at the commission between August 10, 2000, and August 30, 2004. Staff based additional penalties on violations that occurred or that staff identified during the processing of those complaints.

Regarding the violations identified from customer complaints, the last violation included in staff's review took place December 9, 2004. The basis of this violation was failure to timely respond to staff during the investigation of a customer complaint.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION STAFF
RESPONSE TO BENCH REQUEST

DATE PREPARED: August 2, 2006
CASE NO.: TV-050537
REQUESTER: Bench

WITNESS: Carlene Hughes
RESPONDER: Carlene Hughes
TELEPHONE: 360-664-1224

REQUEST NO. 2: How many formal or informal complaints have been brought by customers of All My Sons since the end of the period identified in response to BR-1? How many violations of statute or rule have been identified as a result of Commission staff inquiries into the complaints? How many violations of statute or rule have been identified as a result of Commission staff compliance monitoring without regard to the existence of a specific customer complaint?

RESPONSE: Since December 9, 2004, seven informal complaints have been filed against All My Sons. Six were filed in 2005, and one has been filed in 2006. Staff is not aware of any formal complaints filed against All My Sons since December 2004. Forty-four violations have been identified from informal complaints and are listed in the table below. No violations have been identified outside of the context of complaint investigations.

Complaint	Date Violation Issued	Number of Violations	Date Violations Occurred	Rule or Tariff Item
92499	March 7, 2005	1	March 7, 2005	WAC 480-15-890(2)
	March 16, 2005	8	March 16, 2005	WAC 480-15-890(2)
	March 23, 2005	6	March 23, 2005	WAC 480-15-890(2)
	March 31, 2005	7	March 31, 2005	WAC 480-15-890(2)
	May 25, 2005	1	May 25, 2005	WAC 480-15-890(2)
93714	July 27, 2005	3	April 10, 2005	WAC 480-15-490(5)
		1		WAC 480-15-740(3)
		2	May 19, 2005	WAC 480-15-810(1)
94190	Sept. 29, 2005	1	June 13, 2005	WAC 480-15-740
		1		WAC 480-15-740 Item 200
		1		WAC 480-15-490
		1		Tariff Fuel Surcharge
94126	Sept. 1, 2005	1	April 9, 2005	Tariff 15-A, Item 22
		1		Tariff Fuel Surcharge
		1		Tariff 15-A, Item 100
95113	Nov. 23, 2005	1	Sept. 19, 2005	WAC 480-15-800
		1	August 29, 2005	Tariff Fuel Surcharge
97252	May 26, 2006	1	October 29, 2005	WAC 480-15-740(1)
		1		WAC 480-15-740(7)
		1		Tariff 15-A, Item 80(4)
		1		Tariff 15-A, Item 95(2)(o)
	July 20, 2006	1	October 21, 2005	WAC 480-15-640(1)
		1	October 29, 2005	WAC 480-15-800(1)
		44		

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION STAFF
RESPONSE TO BENCH REQUEST

DATE PREPARED: August 2, 2006
CASE NO.: TV-050537
REQUESTER: Bench

WITNESS: Carlene Hughes
RESPONDER: Carlene Hughes
(legal analysis prepared
by counsel)
TELEPHONE: 360-664-1224

REQUEST NO. 3: The Settlement Agreement provides in part:

The parties agree that All My Sons will comply with all applicable commission rules and statutes, including those set forth in the enumerated list of violations and penalties above. This Agreement does not preclude the commission from pursuing penalties for violations of commission rules and statutes unrelated to the subject matter of this agreement or for subsequent violations of the rules and statutes stated above after December 31, 2005.

- (a) Specifically identify all violations of Commission rules and statutes the Commission would be precluded from pursuing under this provision of the Settlement Agreement.
- (b) State whether each violation identified in response to BR-3(a) is one that came to the Commission's attention as the result of a formal or informal complaint and, if so, provide copies of the Commission's records concerning the complaint.
- (c) State whether there are additional potential violations that might be precluded under this provision of the Settlement Agreement if discovered upon scrutiny of any formal or informal complaint that remains under investigation.

RESPONSE:

- (a) The commission would be precluded from pursuing penalties for the violations listed in the table below. The proposed settlement agreement would not preclude the commission from ordering remedies other than penalties, such as customer refunds, for these violations.

Complaint	Date Violation Issued	Number of Violations	Date Violations Occurred	Rule or Tariff Item
92499	March 7, 2005	1	March 7, 2005	WAC 480-15-890(2)
	March 16, 2005	8	March 16, 2005	WAC 480-15-890(2)
	March 23, 2005	6	March 23, 2005	WAC 480-15-890(2)
	March 31, 2005	7	March 31, 2005	WAC 480-15-890(2)
	May 25, 2005	1	May 25, 2005	WAC 480-15-890(2)
93714	July 27, 2005	3	April 10, 2005	WAC 480-15-490(5)
		1		WAC 480-15-740(3)
		2	May 19, 2005	WAC 480-15-810(1)
94190	September 29, 2005	1	June 13, 2005	WAC 480-15-740
		1		WAC 480-15-740 Tariff 15-A, Item 200
		1		WAC 480-15-490
		1		Tariff Fuel Surcharge
94126	September 1, 2005	1	April 9, 2005	Tariff 15-A, Item 22
		1		Tariff Fuel surcharge
		1		Tariff 15-A, Item 100
95113	November 23, 2005	1	Sept. 19, 2005	WAC 480-15-800
		1	August 29, 2005	Tariff Fuel Surcharge

- (b) All of the violations issued between March 7, 2005, and November 23, 2005, were identified during processing of informal complaints filed at the commission against All My Sons. Copies of the complaint records are attached.
- (c) All of the consumer complaints noted above are closed, and staff is not aware of any open investigations or additional violations. The proposed settlement agreement does not preclude the commission from issuing violations that occurred before December 31, 2005, and does not preclude the commission from pursuing remedies other than penalties for violations that occurred before that date.

**Attachment to
Response to BR-3(b)
Complaint Records**

Washington UTC Complaint

92499

Company: ALL MY SONS MOVING & STORAGE OF SEATTLE INC

Customer: Account#

Jackie Kay Smith

Contact:

7701 West Mercer Way
Mercer Island, WA 98040
Phone: (206) 236-8877

Complaint: 92499

Serviced by: Roger Kouchi

Opened on: 02/03/2005

Grouped by: Disputed Bill

Closed on: 06/16/2005

Disposition: Consumer upheld

Description:



((see paper files))

Company didn't finish job. Consumer had to rent a UHaul. Damage issues regarding the move.

Results:

Company denied damage claim. Dispositioned the complaint as consumer upheld because there were so many discrepancies in the bill of lading.

Activity:

Activity Links

*** 02/03/2005 04:00 PM Email: Roger Kouchi >> laurie baca



Laurie Baca - Please respond to this complaint. Thank you.

*** 02/04/2005 10:27 AM Fax: Roger Kouchi >> laurie baca



Please respond to this complaint. Here is a copy of the paper file you requested.

If you have questions, please feel free to contact me. Thank you.

*** 02/22/2005 10:15 AM Email: Roger Kouchi >> laurie baca



Laurie Baca - Initial response is due by close of business today. Thank you.

*** 02/23/2005 03:17 PM Email: Roger Kouchi << Laurie Baca



This shipper contracted with All My Sons on 8/18/04 for a short notice move the following day, 8/19/04. When the estimator visited the shipper at her home, she was informed that the driveway at the destination was steep, however, Ms. Smith and her father both stated that a large truck had accessed the home before and it should be no problem. The estimator took that information at face value and did not conduct an inspection of the destination. Ms. Smith also stated

to the estimator that she did not have much money and would like for all of the larger items to be moved first in order to keep the cost down. If there was time left within the estimate, Ms. Smith would have the crew move the boxes and smaller items.

When it came time to offload at the destination, the driver was not comfortable trying to negotiate the driveway. he gave the shipper the option of a shuttle truck, but that it would require a supplemental estimate fo the extra time. The shipper became quite abusive toward the driver, helper and the dispatcher. The dispatcher gave Ms. Smith the option of renting her own truck and the crew would help her load and offload if she had someone to drive the rental vehicle. The shipper agreed to this and a time was set for the move to continue.

Ms. Smith makes some comments about an entertainment center given to the crew leader, which I am aware of. Neither I or the dispatcher had any indication that it was in lieu of payment. Ms. Smith has been given the most current phone number and address for the crew that was assigned to her job. If there is any other information that she needs, please let me know.

***** 02/25/2005 09:07 AM Email: Roger Kouchi >> laurie baca**



Laurie Baca - Here are my findings:

1. Charges within banded rates.
2. No stop times on bill of lading. Please provide copies of time cards for the employees.
3. No balance owing from the consumer on bill of lading.
4. Did company respond to the consumer's damage claim? Please provide the written documentation. Thank you.

***** 03/03/2005 08:39 AM Email: Roger Kouchi >> laurie baca**



Laurie Baca - Please get back to me regarding this complaint. Thank you.

***** 03/07/2005 10:27 AM Violation: 480-15-890(2) -**



Requested company respond to my findings on 2/25/05. Sent second follow-up requested response on 3/3/05.

- 3/7/05 No response. Recorded violation of WAC 480-15-890(2).

WAC 480-15-890 What must I do if the commission refers a complaint to me? You must:

- (1) Respond with complete investigation results within five business days. However, small businesses, as defined in WAC 480-15-020, must respond within ten business days. In addition, any person may request and commission staff may grant, if warranted, an extension of time for a specific number of days;
- (2) Respond to commission staff inquiries regarding the complaint; and
- (3) Keep the commission currently informed of any progress made in resolving the complaint

***** 03/07/2005 10:29 AM Email: Roger Kouchi >> laurie baca**



Laurie Baca - Requested company respond to my findings on 2/25/05. Sent second follow-up requested response on 3/3/05.

- 3/7/05 No response. Recorded violation of WAC 480-15-890(2).
- Please respond to my 2/25/05 findings. Thank you.

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***** 03/16/2005 09:31 AM Violation: 480-15-890(2) -**



Requested company respond to my findings on 2/25/05. Sent second follow-up requested response on 3/3/05.

- 3/7/05 No response. Recorded violation of WAC 480-15-890(2).
- Please respond to my 2/25/05 findings. Thank you.
- 3/16/05 still no response. Recorded 7 new violations of WAC 480-15-890(2)

WAC 480-15-890 What must I do if the commission refers a complaint to me? You must:

- (1) Respond with complete investigation results within five business days. However, small businesses, as defined in WAC 480-15-020, must respond within ten business days. In addition, any person may request and commission staff may grant, if warranted, an extension of time for a specific number of days;
- (2) Respond to commission staff inquiries regarding the complaint; and
- (3) Keep the commission currently informed of any progress made in resolving the complaint

***** 03/16/2005 09:33 AM Email: Roger Kouchi >> laurie baca**



Laurie Baca - I have recorded 7 new violations for nonresponse. Please get back to me regarding this complaint. Thank you.

Requested company respond to my findings on 2/25/05. Sent second follow-up requested response on 3/3/05.

- 3/7/05 No response. Recorded violation of WAC 480-15-890(2).
- Please respond to my 2/25/05 findings. Thank you.
- 3/16/05 still no response. Recorded 7 new violations of WAC 480-15-890(2)

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- (3) Keep the commission currently informed of any progress made in resolving the complaint

***** 03/23/2005 01:47 PM Violation: 480-15-890(2)-**



I have recorded 6 new violations for nonresponse.

Requested company respond to my findings on 2/25/05. Sent second follow-up requested response on 3/3/05.

- 3/7/05 No response. Recorded violation of WAC 480-15-890(2).
- Please respond to my 2/25/05 findings. Thank you.
- 3/16/05 still no response. Recorded 7 new violations of WAC 480-15-890(2)
- 3/23/05 still no response. Recorded 6 new violations of WAC 480-15-890(2)

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- (2) Respond to commission staff inquiries regarding the complaint; and
- (3) Keep the commission currently informed of any progress made in resolving the complaint

*** 03/23/2005 01:49 PM Email: Roger Kouchi >> laurie baca



Laurie Baca - I have recorded 6 new violations for nonresponse. Please respond. Thank you.

*** 03/31/2005 12:51 PM Email: Roger Kouchi >> laurie baca



Laurie Baca - I have recorded 7 new violations for nonresponse.

Requested company respond to my findings on 2/25/05. Sent second follow-up requested response on 3/3/05.

- 3/7/05 No response. Recorded violation of WAC 480-15-890(2).
- Please respond to my 2/25/05 findings. Thank you.
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- (2) Respond to commission staff inquiries regarding the complaint; and
- (3) Keep the commission currently informed of any progress made in resolving the complaint

*** 03/31/2005 12:51 PM Violation: 480-15-890(2) -



I have recorded 7 new violations for nonresponse.

Requested company respond to my findings on 2/25/05. Sent second follow-up requested response on 3/3/05.

- 3/7/05 No response. Recorded violation of WAC 480-15-890(2).
- Please respond to my 2/25/05 findings. Thank you.
- 3/16/05 still no response. Recorded 7 new violations of WAC 480-15-890(2)
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- (2) Respond to commission staff inquiries regarding the complaint; and
- (3) Keep the commission currently informed of any progress made in resolving the complaint

*** 04/01/2005 01:18 PM Email: Roger Kouchi << Laurie Baca



Claim info was faxed to WUTC office on 3/28/05. If you did not receive, I would be more than happy to re-fax those.

*** 04/01/2005 01:19 PM Email: Roger Kouchi >> laurie baca



Laurie - I did not receive. Please refax. Thank you.

*** 04/08/2005 01:37 PM Email: Roger Kouchi >> laurie baca



Laurie Baca - Please refax the claim info. Thank you.

*** 04/13/2005 11:55 AM Email: Roger Kouchi >> laurie baca



Laurie Baca - Please refax the claim info. Thank you.

*** 04/15/2005 07:04 AM Fax: Roger Kouchi >> laurie baca



You informed me that you faxed the claim info on 3/28/05. I did not receive the fax. Please refax the info to me. Thank you.

If you have questions, please feel free to contact me. Thank you.

*** 04/27/2005 04:51 PM Email: Roger Kouchi >> laurie baca



Laurie Baca - Please refax the claim information to me. Thank you.

*** 05/04/2005 01:16 PM Email: Roger Kouchi >> laurie baca



Laurie Baca - Please refax the claim information to me. Thank you.

*** 05/11/2005 07:07 AM Email: Roger Kouchi >> laurie baca



Laurie Baca - Please refax the claim information to me. Thank you.

*** 05/17/2005 03:01 PM Phone: Roger Kouchi >> laurie baca



Will refax the claim information to me.

*** 05/25/2005 08:19 AM Email: Roger Kouchi >> laurie baca



Laurie Baca - I am recording a violation of WAC 480-15-890 for failure to provide the requested information. Please provide a copy of the claim documentation to me. Thank you.

WAC 480-15-890 What must I do if the commission refers a complaint to me?
You must:

- (1) Respond with complete investigation results within five business days. However, small businesses, as defined in WAC 480-15-020, must respond within ten business days. In addition, any person may request and commission staff may grant, if warranted, an extension of time for a specific number of days;
- (2) Respond to commission staff inquiries regarding the complaint; and
- (3) Keep the commission currently informed of any progress made in resolving the complaint

***** 05/25/2005 08:19 AM Violation: 480-15-890(2) -**



Recording a violation of WAC 480-15-890 for failure to provide the requested information. Requested copy of the claim information on 4/27/05; 5/04/05; 5/11/05; and 5/17/05.

WAC 480-15-890 What must I do if the commission refers a complaint to me? You must:

- (1) Respond with complete investigation results within five business days. However, small businesses, as defined in WAC 480-15-020, must respond within ten business days. In addition, any person may request and commission staff may grant, if warranted, an extension of time for a specific number of days;
- (2) Respond to commission staff inquiries regarding the complaint; and
- (3) Keep the commission currently informed of any progress made in resolving the complaint

***** 06/03/2005 02:35 PM Email: Roger Kouchi >> laurie baca**



Laurie Baca - Please get back to me regarding this complaint. Thank you.

***** 06/08/2005 11:00 AM Fax: Roger Kouchi << laurie baca**



((see paper files))) Received copy of damage claim documentation.

- Damage claim submitted by consumer on 1/22/05
- Company initial response letter mailed out on 2/4/05
- Company resolution letter (denied) mailed on 2/14/05. Company said consumer will have to pursue civil action(s) against the driver because it was a private arrangement between the driver and the consumer.

Company maintains that the consumer made a deal with the driver of the vehicle to trade the items in lieu of payment. The company had no knowledge of this deal until it began investigating the damage claim. Company says that the consumer will have to pursue damages with the vehicle driver. The company is willing to provide information about the driver.

***** 06/08/2005 11:05 AM Email: Roger Kouchi >> laurie baca**



Laurie Baca - Received the damage claim documentation. I will be getting back to you to. Thanks.

***** 06/09/2005 05:13 PM Letter: Roger Kouchi >> consumer**



I have completed my investigation into your complaint with All My Sons Moving

and Storage Company regarding the disputed bill and damage issues. My investigation revealed that the company charged in accordance with Tariff 15-A. The company provided documentation regarding your damage claim. This Commission authority over damages reside only in the damage claim process. My review indicates that the Company complied with the processing timeframes prescribed by our rules.

I am enclosing a copy of the complaint record for your files. If you want to pursue the damage issue, you will need to file a small claim in civil court. Please feel free to contact me if you have questions. Thank you.

***** 06/16/2005 10:35 AM Action: Roger Kouchi**



No response from the consumer. Complaint closed.

***** 06/16/2005 10:35 AM Email: Roger Kouchi >> laurie baca**



Complaint closed.

***** 06/20/2005 09:11 PM Email: Roger Kouchi << kermit escribano**



This is a receipt for the mail you sent to
<laurie_allmysons@yahoo.com> at 6/8/2005 11:05 AM
This receipt verifies that the message has been displayed on the
recipient's computer at 6/20/2005 9:09 PM - C.DTF

Washington UTC Complaint

93714

Company: ALL MY SONS MOVING & STORAGE OF SEATTLE INC

Customer: Account#

Sharon Green

Contact:

16605 6th Ave W G103

Lynnwood, WA 98037

Phone: (425) 743-5494

Complaint: 93714

Serviced by: **Tani Thurston**

Opened on: 06/03/2005

Grouped by: Disputed Bill

Closed on: 07/27/2005

Disposition: Consumer upheld

Description:



4-10-05 Company moved customer's goods from Mountlake Terrace to Lynnwood.

- 1) Customer is disputing the shrink wrap and fuel charge on the bill of lading.
- 2) Customer mailed a damage claim form to company on 5-12-05. Company has not responded.

6-3 (112) emailed complaint to Laurie Baca and Kermit Escribano

Results:

Company charged for shrink wrap which was not included in the tariff.

Company overcharged for fuel charge.

Company did not respond to customer within 10 working days that it received the claim.

Activity:

Activity Links

*** 06/03/2005 01:23 PM Fax: Tani Thurston >> Laurie Baca, Kermit Escribano



Faxed company customer's letter.

*** 06/03/2005 05:59 PM Email: Tani Thurston << kermit escribano



This is a receipt for the mail you sent to

<laurie_allmysons@yahoo.com>; <kescribano@qwest.net> at 6/3/2005 1:13 PM

This receipt verifies that the message has been displayed on the recipient's computer at 6/3/2005 5:59 PM - C.DTF

*** 06/07/2005 09:58 AM Email: Tani Thurston << Laurie Baca



Tani~

Response to disputed charges:

1. Consumer requested that the crew shrinkwrap items in addition to the quilt padding. Basic charge is \$7.50 per item. The fuel surcharge was calculated per tariff.
2. Damage claim form was sent to customer on 4/20/05. Claim form was received in my office on 5/11/05. Settlement offer was sent on 5/19/05. (fax copies to follow) To date, I have had no further contact with the customer.

Please confirm receipt via email or phone.

Thank you,
Laurie

Note: Please CC all emails between your office and mine to the following address:
kescribano@qwest.net

Tani Thurston <tthursto@wutc.wa.gov> wrote:

***** 06/07/2005 09:58 AM Email: Tani Thurston << Laurie Baca**



Tani~

Response to disputed charges:

1. Consumer requested that the crew shrinkwrap items in addition to the quilt padding. Basic charge is \$7.50 per item. The fuel surcharge was calculated per tariff.
2. Damage claim form was sent to customer on 4/20/05. Claim form was received in my office on 5/11/05. Settlement offer was sent on 5/19/05. (fax copies to follow) To date, I have had no further contact with the customer.

Please confirm receipt via email or phone.
Thank you,
Laurie

Note: Please CC all emails between your office and mine to the following address:
kescribano@qwest.net

***** 06/08/2005 09:49 AM Fax: Tani Thurston << Laurie Baca**



Received fax response from Laurie.

***** 06/13/2005 03:15 PM Phone: Tani Thurston << Customer**



Customer called for status. She wants call back on Friday morning. She has not heard from the company.

***** 06/15/2005 02:23 PM Phone: Tani Thurston << Customer**



Customer called; left message saying she has not heard from the company.

***** 06/15/2005 02:55 PM Voice Mail: Tani Thurston >> Customer**



Called customer; left voicemail asking for call back.

***** 07/07/2005 09:45 AM Phone: Tani Thurston << Customer**



Customer called; Tani not available. Customer asked for supervisor response.

***** 07/08/2005 07:43 AM Email: Tani Thurston >> Kermit Escribano;
Laurie Baca**



In reviewing this complaint I found the following:

1) Shrink wrap was used by the movers to wrap furniture. 45.00 charge for shrink wrap.

This charge is not included in Tariff 15-A.

Violation:

WAC 480-15-490(5)

Failure to comply with tariff.

Company charged for shrink wrap which is not included in the tariff.

Please refund 45.00.

2) Fuel Charge - For April 1 - 30, 2005, the following fuel charge rates apply:

2% and 3.25%

Fuel Charge is applied to the truck/driver charges only.

The maximum labor charges for truck/driver is 430.29 (61.47 x 7hrs).

$2\% + 3.25\%(430.29) = 22.59$ maximum.

Company charged 23.45.

Difference = .86

Violation:

WAC 480-15-490(5)

Failure to comply with tariff.

Company charged higher than maximum for fuel charge allowed in the tariff.

Please refund .86 cents.

Total refund due:

45.86

Please advise.

Thank you.

Tani

***** 07/08/2005 07:53 AM Email: Tani Thurston << kermit escribano**



This is a receipt for the mail you sent to

<laurie_allmysons@yahoo.com>; <kescribano@qwest.net> at 7/8/2005 7:52 AM

This receipt verifies that the message has been displayed on the recipient's computer at 7/8/2005 7:53 AM - C.DTF

***** 07/08/2005 09:20 AM Phone: Tani Thurston >> Customer**



Called customer; ring no answer.

***** 07/08/2005 09:27 AM Email: Tani Thurston >> Kermit Escribano, Laurie Baca**



Following are additional violations noted in this complaint:

WAC 480-15-490(5)

Tariff 15-A Item 95 Pg 30

Failure to include customer's phone number on the bill of lading.

WAC 480-15-740

Failure to include the destination address on the bill of lading.

Tani

***** 07/08/2005 12:20 PM Email: Tani Thurston << Laurie Baca**



Laurie called responding to my emails:

1) Why can they not charge for shrink wrap. I explained that if the shrink wrap is used as part of the move, the company cannot charge for it. It is not included in the tariff. If a customer comes in and purchases shrink wrap, bubble wrap, etc as not part of the move the company is doing, then they can charge for it. It is not part of the tariff.

She said that shrink wrap and pads are so expensive. I agreed and suggested that she call Jim Tutton of the Movers Assn and Lori Kanz, UTC Transportation Tariff to find out how to file a tariff for these items.

2) She asked how to apply the fuel charge. She said they have been getting different information from several people at the Commission explaining how to calculate the fuel charge. I said that the 2% is a constant percentage; then add the supplemental surcharge that is in effect at the time of the move to the 2%.

3) She asked why I sent a second email regarding additional violations. I said that the reason I sent the second email noting violations was because I forgot to list them in the first email. After I sent the first one, I remembered the other violations and needed to email them as well.

4) She said they have been using the bill of lading format in the tariff. That format does not include the customer's phone number. I said I understood and we are working on the format, however, the phone number is required in the tariff regardless.

5) She said that when the customer wanted to move, she did not have a destination address at the time the bill of lading was printed. Then the workers did not include it at the time of the move. I said that maybe the workers need some training to make sure the bill of lading is completed properly.

***** 07/13/2005 03:36 PM Email: Tani Thurston >> Kermit Escribano, Laurie Baca**



Please advise if you will be issuing a refund in the amount of 45.86.

Thank you.

Sincerely,

Tani Thurston
Regulatory Analyst
Washington Utilities and
Transportation Commission
PO Box 42750
Olympia, WA 98504-7250
1-800-562-6150, 360-664-1110
fax: 360-664-4291
email: tthursto@wutc.wa.gov

***** 07/14/2005 08:02 AM Email: Tani Thurston << kermit escribano**



This is a receipt for the mail you sent to

<kescribano@qwest.net>; <laurie_allmysons@yahoo.com> at 7/13/2005 3:39 PM

This receipt verifies that the message has been displayed on the recipient's computer at 7/14/2005 8:02 AM - C.DTF

***** 07/14/2005 08:33 AM Email: Tani Thurston << Laurie Baca**



Tani -

We will issue a refund as soon as possible.

Laurie

***** 07/15/2005 08:34 AM Voice Mail: Tani Thurston >> Customer**



Called customer; advised company mailed a letter on 5-19-05 stating it resolved the damage claim offering 45.00 at .60/lb. The letter states she is to have it notarized and return it to receive the check. Also, I advised that I found the company should not have charged for shrink wrap. That was 45.00. And it overcharged for fuel charge by .86. The company agreed to issue a check in the amount of 45.86.

If I do not hear from the customer by 7-19-, I will close the complaint.

***** 07/15/2005 02:43 PM Email: Tani Thurston >> Laurie Baca, Kermit Escribano**



The customer says she has not heard anything from the company.

Could you please mail the customer the 5-19-05 damage claim resolution letter again, changing the date on the letter?

Also, has the refund check been mailed yet?

Please advise.

Thank you.

Tani

***** 07/16/2005 12:08 PM Email: Tani Thurston << Laurie Baca**



Tani,

I am sending the customer another copy of the settlement agreement as well as the refund check today, Saturday, July 16. If you have any other questions, please feel free to contact me at any time.

Laurie

Tani Thurston <tthursto@wutc.wa.gov> wrote:

***** 07/19/2005 11:05 AM Voice Mail: Tani Thurston >> Sharon Green**



Called customer; left voicemail advising company said it sent a settlement letter and a refund check on 7-16. Advised that we should allow until 7-21 to receive it. Asked her call me after that date.

***** 07/25/2005 12:08 PM Voice Mail: Tani Thurston << Customer**



Received voicemail from customer saying she did receive a letter from the company asking for response to the damage claim resolution. She also received

the check for 45.48.
She thanked me for my assistance.

***** 07/27/2005 07:32 AM Violation: 480-15-490(5) -**



Failure to comply with tariff.
Company charged for shrink wrap which is not included in the tariff.

Company charged higher than the maximum for fuel charge allowed in the tariff.

Failure to include customer's phone number on the bill of lading.

***** 07/27/2005 07:32 AM Violation: 480-15-810(1) -**



Failure to notify the customer in writing within ten working days that the company received the claim.

4-22-05 received claim.

5-19-05 sent response letter to customer. 12 working days.

***** 07/27/2005 07:35 AM Violation: 480-15-740(3) -**



Failure to include on the bill of lading where the shipment was unloaded.

***** 07/27/2005 07:46 AM Email: Tani Thurston >> Laurie Baca, Kermit Escribano**



Closed complaint; consumer upheld.

Additional violation noted:

WAC 480-15-810(1)

Failure to notify the customer in writing within ten working days that the company received the claim.

4-22-05 received claim.

5-19-05 sent response letter to customer. 12 working days.

***** 07/27/2005 02:08 PM Email: Tani Thurston << kermit escribano**



This is a receipt for the mail you sent to

<laurie_allmysons@yahoo.com>; <kescribano@qwest.net> at 7/27/2005 7:48 AM

This receipt verifies that the message has been displayed on the recipient's computer at 7/27/2005 2:08 PM - C.DTF

***** 07/27/2005 02:22 PM Voice Mail: Tani Thurston << Laurie Baca**



Laurie called saying they have stamped letters showing the company responded to the customer within 8 days.

Asked for call back.

***** 07/27/2005 03:53 PM Email: Tani Thurston >> Laurie Baca, Kermit Escribano**



Laurie, if the company has documentation showing the dates of responding to the customer regarding the claim, please provide them.

Thank you.

Tani

***** 08/17/2005 08:41 AM Email: Tani Thurston >> Laurie Baca, Kermitt Escribano**



This customer called today saying she returned the form notarized around the 3rd week of July but still has not received the 45.00 for the claim. Please advise of the payment.

Thank you.

Tani

***** 08/17/2005 08:44 AM Voice Mail: Tani Thurston << Customer**



Voicemail from customer saying she has not received the 45.00 check for the claim. She sent the notarized form back to the company around the 3rd week of July. Asked me to check into this.

***** 08/18/2005 07:34 AM Email: Tani Thurston << Laurie Baca**



Notarized settlement offer was received on August 5, 2005, check was mailed on August 15. If the customer does not receive the check by tomorrow, Friday, she can contact me any time.

Laurie

Tani Thurston <tthursto@wutc.wa.gov> wrote:

***** 08/19/2005 10:10 AM Email: Tani Thurston << kermitt escribano**



This is a receipt for the mail you sent to <laurie_allmysons@yahoo.com>; <kescribano@qwest.net> at 8/17/2005 8:44 AM This receipt verifies that the message has been displayed on the recipient's computer at 8/19/2005 9:44 AM - C.DTF

***** 08/22/2005 02:22 AM Voice Mail: Tani Thurston << Customer**



Received voicemail from customer saying she received the check.

***** 08/23/2005 09:38 AM Email: Tani Thurston << Laurie Baca**



Tani~

Did the customer ever get the check?

Laurie

Tani Thurston <tthursto@wutc.wa.gov> wrote:

***** 09/07/2005 08:23 AM Email: Tani Thurston >> Laurie Baca**



She called on 8-22 saying she received the check. Thank you so much.

Tani

Washington UTC Complaint

94190

Company: ALL MY SONS MOVING & STORAGE OF SEATTLE INC

Customer: Account#

Richard S. Symms

Contact:

16059 SE 45th Pl

Bellevue, WA 98006

Phone: (425) 378-0615

Complaint: 94190

Serviced by: **Mike Meeks**

Opened on: 07/20/2005

Grouped by: Quality Of Service

Closed on: 09/29/2005

Disposition: Consumer upheld

Description:



Customer states that he recently moved from Spokane to Bellevue. Says the service was not what he expected. States that the company didn't move all of his goods and that the bill was padded. States that he had to have another company finish his move.

Please provide bill of lading, estimate information, supplemental information

Passed to co. at 11:12 am on 7-20

Please scroll down to review customer's email comments.

Results:

Customer is due refund in the amount of \$198.97

Violations noted.

Activity:

Activity Links

*** 07/20/2005 11:13 AM Email: Mike Meeks << customer



Complaint Information

Please explain your complaint in detail.

I got several bids to move my mother's property from Spokane to Bellevue and decided to use All My Sons. They quoted me a few hundred less than the others. They showed up 8 hours late on 6/13/05 at 14105 East Alki in Spokane. They had called the day before and told me they were bringing a 26' foot truck and I told them that would not be large enough. So when they finally showed up, I showed them the priority items to bring and to leave the other stuff if they did not have enough room for it all. Due to them being late, I had to hire a man to watch over them while they loaded and left for Bellevue. My man began to notice they were not loading priority items and told them, but they just ignored him altogether.

When they showed up they told me they could not load it all and would go get the rest for another \$2000.00. I said no! they then offered to do it for \$1500.00 and I still said no. Further, they left the special and very important (to me emotionally) clocks that they told me they would charge me for special handling. I ended up hiring another company to complete the move.

They estimated the load at 7100 pounds and charged me for 8460 and did not even load another 6800 pounds!

They also called me and told me lies, etc. about being broken down when in fact they were not. This one sleazy outfit!!!

Did you speak to a supervisor from your utility or transportation company?

If "Yes", what was the result?

What do you think the company should do to resolve your complaint?
Nothing I learned a good lesson.

***** 07/20/2005 11:17 AM Email: Mike Meeks >> Richard S. Symms**



Mr. Symms:

I have received your email complaint and have contacted All My Son's Moving and Storage. The company is required to respond to the issues of your complaint. I will contact you when I receive the response. Thanks for contacting the Commission.

Mike Meeks
Consumer Program Specialist
Washington Utilities Commission

***** 07/22/2005 08:03 AM Email: Mike Meeks << kermit escribano**



This is a receipt for the mail you sent to <kescribano@qwest.net>; <laurie_allmysons@yahoo.com> at 7/20/2005 11:14 AM This receipt verifies that the message has been displayed on the recipient's computer at 7/22/2005 8:03 AM - C.DTF

***** 07/29/2005 11:21 AM Fax: Mike Meeks >> co.**



Receive Fax with bill of lading, scale receipts.

***** 09/16/2005 04:53 PM Email: Mike Meeks >> laurie_allmysons**



Hello Laurie:
Sorry for the delay in getting back to you regarding this complaint.

The following are the problems that I see with this move. I'll take them one at a time and explain:

Bill of Lading:

1. Destination address is incorrect for the move. This is a violation of WAC 480 15 740 and tariff item 95 page 30
2. No phone number for the customer. Tariff item 95 page 30

Regarding the move:

1. company calculated 292 miles for the move. Rand McNally Mileage Maker shows. 275. This is a violation of Tariff Item 105 Page 45.
2. Proper mileage rates are incorrect. Should have been 0.2813 max. Customer was charged for the next bracket maximum at 0.2967. This is a

vio of 480 15 740 and tariff item 200 Page 63-67. The difference in overcharge is \$113. This should be refunded to the customer.

What are the 2 stops that are charged to the customer at \$48 each = \$96?
On the bill of lading it states there is no split pickup or delivery.

Fuel surcharge is calculated incorrectly. Correct surcharge for this load should have been 4.75% based on the rate that was in effect June 1, 2005. The company calculation shows a fuel surcharge amount of \$202.40. The correct calculation should be \$116.53. This has resulted in a \$85.87 overcharge to the customer. This amount should be refunded to the customer.

Please advise if you dispute.

Thanks,

Mike Meeks
Consumer Program Specialist
Washington Utilities Commission

*** 09/22/2005 03:15 PM Email: Mike Meeks >> laurie_allmysons



Hi Laurie:

I have a few questions. Please get back to me by September 29.

In this complaint, the customer says:

I got several bids to move my mother's property from Spokane to Bellevue and decided to use All My Sons. They quoted me a few hundred less than the others.

Did the customer get a bid? Did he get an estimate of some sort?

Also he stated:

They had called the day before and told me they were bringing a 26' foot truck and I told them that would not be large enough.

Was there any reference to the size of the truck in the conversation with the customer? Since there was no written estimate, how did the company know what size truck to use?

Did the customer advise about what was priority per this statement:

So when they finally showed up, I showed them the priority items to bring and to leave the other stuff if they did not have enough room for it all

Additionally, the customer says;

When they showed up they told me they could not load it all and would go get the rest for another \$2000.00. I said no! they then offered to do it for \$1500.00 and I still said no

I see from the scale receipts that the customer was billed for 8460 lbs.

Why is the customer saying the following?

They estimated the load at 7100 pounds and charged me for 8460 and did not even load another 6800 pounds.

Where did the customer get the idea that the load would weigh an estimated

7100 lbs?

From the bill of lading I see that there were two additional stops at \$48 each. I don't see any explanation for this billing. The customer says the following:

They also called me and told me lies, etc. about being broken down when in fact they were not.

Were there any breakdowns?

Please advise.

Thanks,
Mike

***** 09/27/2005 10:37 AM Fax: Mike Meeks << Company**



Received fax

***** 09/28/2005 12:14 PM Email: Sandra White >> Mike Meeks**



***** 09/29/2005 04:02 PM Violation: 481 15 490 -**



No consignee name or phone number.

***** 09/29/2005 04:04 PM Violation: 480 15 740 -**



destination of the move is incorrect.

***** 09/29/2005 04:05 PM Violation: 480 15 740 tariff item 200 -**



incorrect mileage for move. Rand McNally mileage maker not used.

***** 09/29/2005 04:06 PM Violation: Tariff rule 1 -**



fuel surcharge not calculated correctly.

***** 09/29/2005 04:12 PM Email: Mike Meeks >> laurie_allmysons**



Hi Laurie:

I received your response about the violations. Thanks for getting back to me. I will be upholding the violations.

Although there is only one place on the bill of lading for recording the additional stops, there was no information recorded. The rules require that information.

In the All My Sons investigation report the Investigator recommended a \$100 penalty because the company used a zip code to zip code mileage calculation instead of the Rand McNally Mileage Guide for household goods. Since that was included in the report, it is considered sufficient technical assistance for purposes of this complaint. Because of this, You will need to refund the overcharge for the mileage rate in the amount of \$113.

According to my calculations, the customer is due a refund in the amount of \$113 + \$85.87 for the incorrect fuel surcharge. The total refund is \$198.87. This refund must be issued prior to October 15.

An additional violation has been recorded because the consignee's name and phone number were not included on the bill of lading. This is a violation of 480 15 490, Tariff page 95.

***** 09/29/2005 04:17 PM Email: Mike Meeks >> Richard S. Symms**



Mr. Symms:

I have finished my investigation into the issues of your move with All My Sons Moving and Storage. I have sent you a copy of the e-mail that I sent to the company to close.

You are due a refund in the amount of \$198.87. I have instructed All My Son's to refund this amount to you on or before October 15.

At this time, I have closed your complaint. If you do not receive the refund by October 15, please contact me.

Thanks for contacting the Washington Utilities and Transportation Commission
Mike Meeks
Consumer Program Specialist
Washington Utilities Commission

***** 09/30/2005 01:13 PM Email: Mike Meeks << Laurie Baca**



Mike~

In my fax to you, dated 9/27/05, I included the Rand McNally printout from ADDRESS to ADDRESS, not zip to zip. Please tell me why All My Sons should recalculate the mileage and refund the customer when the mileage guide CLEARLY states 292 miles. Thanks

Mike Meeks <mmeeks@wutc.wa.gov> wrote:

Hi Laurie:

I received your response about the violations. Thanks for getting back to me. I will be upholding the violations.

Although there is only one place on the bill of lading for recording the additional stops, there was no information recorded. The rules require that information.

In the All My Sons investigation report the Investigator recommended a \$100 penalty because the company used a zip code to zip code mileage calculation instead of the Rand McNally Mileage Guide for household goods. Since that was included in the report, it is considered sufficient technical assistance for purposes of this complaint. Because of this, You will need to refund the overcharge for the mileage rate in the amount of \$113.

According to my calculations, the customer is due a refund in the amount of \$113 + \$85.87 for the incorrect fuel surcharge. The total refund is \$198.87. This refund must be issued prior to October 15.

An additional violation has been recorded because the consignee's name and phone number were not included on the bill of lading. This is a violation

of 480 15 490, Tariff page 95.

Thanks,
Mike Meeks
Consumer Program Specialist
Washington Utilities and Transportation Commission

***** 09/30/2005 03:45 PM Email: Mike Meeks >> Laurie Baca**



Laurie,

Household goods carriers are required to use the Rand McNally Mileage Guide for household goods carriers. You were informed of this in your audit report and in the meeting that you had with Commission staff. You are required to use the same city to city mileage as any other household goods carrier. You may not use a standard zip code to zip code mileage calculator, an address to address mileage calculator or any other mileage guide.

Rand McNally specifically publishes a mileage guide that all household carriers must use so that all carriers use the same miles to calculate the cost of moves.

I was incorrect in the calculation because I assumed the destination was Bellevue. I recalculated, and the household goods mileage for this move for Spokane to Seattle is listed as 280 miles. Since it is not more than 280 miles, the same refund is required. You must refund the difference to the customer.

Sincerely,

Mike Meeks

***** 10/05/2005 10:07 AM Email: Mike Meeks << Vicki Elliott**



Laurie,

Here is the answer. You must use the Rand McNally Mileage Guide for household goods carriers. There is a link to information about how to obtain this particular guide on the Rand McNally website. The guide for household goods carriers gives mileage from city to city. You may not use address to address; it must be city to city.

Please let me know if you have further questions.

***** 11/03/2005 09:44 AM Email: Mike Meeks << Laurie Baca**



11/3/05 - 9:40am

Mr. Meeks~

I have not heard from you regarding this complaint. Please advise of progress.

Also, All My Sons is respectfully requesting the removal of any violation regarding the calculation of mileage. Our office was informed by the Commission that mileage rated shipments were to be "calculated using the Rand McNally Mileage Guide", however, we were never informed that it was to be calculated from city to city. We were informed that it should be calculated from address to address.

***** 11/03/2005 09:57 AM Email: Mike Meeks >> Laurie Baca**



Please scroll down to review the response from Vicki Elliot. This is the Commission's interpretation of the rule.

Sincerely,

Mike Meeks
Consumer Program Specialist
Washington Utilities and Transportation Commission

Laurie,

Here is the answer. You must use the Rand McNally Mileage Guide for household goods carriers. There is a link to information about how to obtain this particular guide on the Rand McNally website. The guide for household goods carriers gives mileage from city to city. You may not use address to address; it must be city to city.

Please let me know if you have further questions.

***** 11/03/2005 09:57 AM Email: Mike Meeks >> Laurie Baca**



Please scroll down to review the response from Vicki Elliot. This is the Commission's interpretation of the rule.

Sincerely,

Mike Meeks
Consumer Program Specialist
Washington Utilities and Transportation Commission

Laurie,

Here is the answer. You must use the Rand McNally Mileage Guide for household goods carriers. There is a link to information about how to obtain this particular guide on the Rand McNally website. The guide for household goods carriers gives mileage from city to city. You may not use address to address; it must be city to city.

Please let me know if you have further questions.

***** 11/09/2005 09:41 AM Email: Mike Meeks << Laurie Baca**



I understand the Commission's interpretation of the rule now. This was not the interpretation when Mr. Escibano and myself met with the Commission following the audit. During that meeting, specific complaints were addressed and we were informed that the proper way to calculate mileage was "from point A to point B". I understood that to mean that it was from address to address, which is why I am requesting that the posted violations be removed. I have now obtained a copy of Milemaker, which apparently is the only way to use the "Rand Mc Nally Mileage Guide" required by the commission. By the way, the cost is \$1500 for the program. With that out of the way, please advise where we are with the complaint.

Thanks
Laurie

*** 11/09/2005 10:01 AM Email: Mike Meeks >> laurie_allmysons



Hello Laurie:

I have closed this complaint. Please refund \$198.87 to the customer.

Thanks,
Mike

*** 11/09/2005 12:40 PM Email: Mike Meeks << Laurie Baca



Mike~

Can you please send me a breakdown of the refund. Thanks

*** 11/09/2005 01:04 PM Email: Mike Meeks >> Laurie Baca



1. company calculated 292 miles for the move. Rand McNally Mileage Maker shows 275. This is a violation of Tariff Item 105 Page 45.
2. Proper mileage rates are incorrect. Should have been 0.2813 max. Customer was charged for the next bracket maximum at 0.2967. This is a vjo of 480 15 740 and tariff item 200 Page 63-67. The difference in overcharge is \$113. This should be refunded to the customer.

What are the 2 stops that are charged to the customer at \$48 each = \$96?
On the bill of lading it states there is no split pickup or delivery.

Fuel surcharge is calculated incorrectly. Correct surcharge for this load should have been 4.75% based on the rate that was in effect June 1, 2005. The company calculation shows a fuel surcharge amount of \$202.40. The correct calculation should be \$116.53. This has resulted in a \$85.87 overcharge to the customer. This amount should be refunded to the customer.

Washington UTC Complaint

94126

Company: ALL MY SONS MOVING & STORAGE OF SEATTLE INC

Customer: Account#

Mary Dougall

Contact:

12522 8th Av W. #3054

Everett, WA 98204

Phone: 425 347 0141; 425 776 5547

Complaint: 94126

Serviced by: **Mike Meeks**

Opened on: 07/14/2005

Grouped by: Disputed Bill

Closed on: 09/02/2005

Disposition: Consumer upheld

Description:



Customer called to say she moved her goods from Lake Stevens to Kent warehouse on April 9, 2005. Says that she got a verbal estimate over the phone of \$85 per hour and \$65 per unit in the warehouse per month. Says that the company showed up 6 hours late for the move.

Second move was from storage in Kent to residence in Everett on May 7, 2005. Customer states that company lost bed frame. Says that she was charged more on May 7 as this was a Saturday move.

Customer states that she was not provided written estimate for either load.

Customer believes that she should receive some compensation for the problems associated with the move.

Please provide copy of the bill of lading and any other documentation regarding this move.

Passed to all my sons at 9:05 am on 7-14.

Results:

Co. paid for the lost rails. Co. over charged customer in the amount of \$37.50 for unidentified packing materials.

Amount of the move was different on the two bills of lading because the move from the Warehouse to Everett took longer.

Activity:

Activity Links

*** 07/14/2005 09:56 AM Email: Mike Meeks << kermit escribano



This is a receipt for the mail you sent to

<kescribano@qwest.net>; <laurie_allmysons@yahoo.com> at 7/14/2005 9:04 AM

This receipt verifies that the message has been displayed on the recipient's computer at 7/14/2005 9:56 AM - C.DTF

*** 07/21/2005 12:00 PM Email: Mike Meeks << Laurie Baca



Mike~

Information requested sent by fax on 7/21/05 @ 12:00 noon

Thanks

Laurie

*** 07/21/2005 02:02 PM Fax: Mike Meeks << All my son's



Fax received. Bill of Lading for move to storage and another for move to final

destination.

***** 09/01/2005 02:51 PM Violation: Tariff item 100 Tariff 15a -**



1. Storage in Transit. No inventory for stored items
2. Storage charges must be shown as described in item 100 of tariff 15-A (B.) and calculated on a per 100 pound basis.
3. volume or weight of stored goods was not calculated for storage. Customer was billed per "vault".

***** 09/01/2005 03:09 PM Violation: Tariff 15A Suppl no. 2000-1 -**



Staff finds that the fuel surcharge in the amount of \$17.58 is incorrect and a violation will be issued. As you are aware, the surcharge must be calculated on the rate for the truck and driver only times 2%, or more if the company chooses to add in the monthly fuel surcharge supplemental order amount for April 2005.

Respond to Staff by no later than 5:00p.m. Tuesday, Sept 6, with All My Son's corrected surcharge amount showing the per-hour charge for the truck and driver for this move, and the percentage of fuel surcharge the company used.

***** 09/01/2005 04:02 PM Violation: tariff 15A Item 22 -**



Container charges have not been identified. A charge is associated with something that cannot be read of \$2.50 X 15 = \$37.50. There is no reference in the tariff to any type of container that is priced at \$2.50. Appears that the customer should receive a refund in the amount of \$37.50

***** 09/02/2005 01:43 PM Email: Mike Meeks >> customer**



I have been investigating your complaint with All My Son's Moving. The company has advised that they have issued reimbursement for your loss of the bed rails. Also, I did check the rates for the moves into storage and out of storage. They appear to be the same rate : \$85.05 per hour. Since the trip from the warehouse to Everett is further than from Kent to the warehouse, this would partly account for the difference in the bills. Additionally, I have found that the Company charged you for 15 items at \$2.50 per item. I can find no reference to any packing materials that would fit that price. I have asked the company to credit \$37.50 in over-charges.

At this time, I have closed your complaint. Please call me at 1-800 562 6150 if you have further questions.

Sincerely,

Mike Meeks
Consumer Program Specialist
Washington Utilities Commission

***** 09/02/2005 01:50 PM Email: Mike Meeks >> laurie_allmysons**



Hello Laurie:

I am wrapping up this complaint. I have issued some violations. Please

let me know if you dispute. The customer was charged \$37.50 for some unidentified packing materials and I believe the customer is due a refund for the \$37.50. If you can identify the packing materials, please let me know. I could find no reference in the packing charges part of the tariff that identifies any items that are \$2.50 apiece.

Please scroll down to review the alleged violations.

Sincerely,

Mike Meeks
Consumer Program Specialist
Washington Utilities and Transportation Commission.

***** 09/06/2005 09:38 AM Email: Mike Meeks << Mary Dougall**



Thank you Mr. Meeks for your assistance. I'll let you know if I receive the \$37.50. If it took as long as getting reimbursed for my bed rails, I won't hold my breath.

Regards,
Mary Dougall

Washington UTC Complaint

95113

Company: ALL MY SONS MOVING & STORAGE OF SEATTLE INC

Customer: Account# 25012 (order number)

Paul Francis

Contact:

11217 29th Ave SW

Seattle, WA 98146

Phone: (206) 935-5657

Complaint: 95113

Serviced by: **Dennis Shutler**

Opened on: 10/10/2005

Grouped by: Disputed Bill

Closed on: 11/23/2005

Disposition: Company upheld with arrangements

Description:



See activity which contains consumer's original complaint information. Summary of complaint: Mr claims the two men who moved him (Nash & Doug) were brand new, unqualified for the job, and two hours late. Nash's & Doug's inexperience and numerous breaks resulted in a move taking 9 hours (from the time they arrived until they departed) when it should have taken 4-5 at most as everything Mr owned had already been moved except for the large pieces. Also, numerous items were scratched or broken in the move. Mr would like compensation for his items broken during the move. Mr also hopes to recover some of the \$837 paid for his move, which should have cost no more than \$500.

Results:

All My Sons gave Mr a refund for 2 hours in the amount of \$180.00. Mr. was also offered a settlement of \$100 for the damage sustained during his move. All My Sons overcharged Mr \$3.49 for the fuel surcharge.

Activity:

Activity Links

*** 10/10/2005 01:54 PM Email: Dennis Shutler >> kescribano; laurie_allmysons



Passing a new complaint.

*** 10/10/2005 01:56 PM Email: Dennis Shutler << Mr



Complaint Information

Please explain your complaint in detail.

On 8/29/05 my wife and I hired All My Sons to move from an apartment in West Seattle to a house 2.7 miles away. The two men who moved us (Nash & Doug) were brand new, unqualified for the job, and two hours late (without informing us of a delay). Their inexperience and numerous breaks resulted in a move taking 9 hours (from the time they arrived until they departed) when it should have taken 4-5 at most (please note everything we owned had already been moved except for the large pieces). Also, numerous items were scratched or broken in the move. Although we understand that this is unavoidable when moving, two of our six feet tall lamps were broken. One, a Medusa-type lamp with movable arms and colored sconces, was broken at the base and cracked, thus making it completely unusable (we paid \$100 and have the original receipt). The other is usable but not in the same condition (original cost of \$60). We feel totally

ripped off by this company, both for the outrageous cost of the move and the items that were broken.

Did you speak to a supervisor from your utility or transportation company?

If "Yes", what was the result?

Nothing. We have tried to call and email multiple times, all without success. Every time I call I am told to call back or that I will receive a call within 24 hours. Please note that on Sep. 19 we sent a very detailed report to the company explaining our grievances. This included pictures of damage, receipts, and the claim form. Unfortunately, however, we have been completely ignored.

What do you think the company should do to resolve your complaint?

First, we would like compensation for our items broken during the move. Second, we hope to recover some of the \$837 paid for our move, which should have cost no more than \$500. Third, All My Sons should inform customers about the individuals they hire to move customers - I specifically requested experienced movers but was given inexperienced (although friendly) people. Finally, we hope that All My Sons improves their customer service so that other citizens of WA do not have to experience what we did. Please note that we are very honest and ethical people who simply request fair compensation. Thank you.

*** 10/10/2005 03:59 PM Email: Dennis Shutler << KERMIT ESCRIBANO



This is a receipt for the mail you sent to <kescribano@qwest.net>; <laurie_allmysons@yahoo.com> at 10/10/2005 1:54 PM This receipt verifies that the message has been displayed on the recipient's computer at 10/10/2005 3:59 PM - C.DTF

*** 10/17/2005 10:12 AM Email: Dennis Shutler << Laurie Baca



After careful review of Mr. Francis' move, it has been determined that the customer be given a refund for 2 hours in the amount of \$180.00. Mr. Francis was also offered a settlement of \$100 for the damage sustained during the move. Mr. Francis has acknowledged that he is completely satisfied with this. If you have any other questions or comments, please feel free to call me at any time. Laurie

*** 10/20/2005 10:49 AM Email: Dennis Shutler >> Laurie Baca



Please forward copies of all documents pertinent to this customer's move (i.e.: bill of lading; estimate(s); claim register and customer contact/comments records; drivers/employees records of duty status; an itemized list of goods shipped, etc.).

In addition, how many employees are employed by All My Sons?

*** 10/31/2005 11:12 AM Fax: Dennis Shutler << All My Sons



Received 5-page fax of documents pertaining to Mr's move from All My Sons.

*** 11/17/2005 10:59 AM Email: Dennis Shutler >> Laurie Baca



Please provide copies of the time cards for both employees involved in this consumer's move.

What is break down of the hourly rate charged for the driver/van, and the hourly rate charged for the additional employee for this move?

*** 11/21/2005 03:07 PM Email: Dennis Shutler << Laurie Baca



The Bill of Lading acts as a time card for all intents and purposes. I believe you have a copy of that. If you need another one, let me know. On our two man crew, the rate breaks down as \$55 for the truck and driver and \$35 for the helper.

*** 11/23/2005 01:51 PM Violation: Tariff 15-A, Rule 1 -



VIOLATION: One (1) violation of Washington Administrative Code (WAC) 480-15-490(5) / Tariff 15-A, Rule 1, General application of rule for applying the special fuel surcharge, against ALL MY SONS MOVING & STORAGE OF SEATTLE INC (All My Sons) for charging in excess of the 4.75% maximum allowable special fuel surcharge which was in effect at the time of this customer's move on 8-29-05.

9 hrs @ \$55 per hr (driver/vehicle)	\$495.00
+ 4.75% fuel surcharge	\$518.51
Total chargeable fuel surcharge allowable by the tariff	\$23.51
Total charged to customer	\$27.00
Total of overcharge to customer	\$3.49
Total refund now owing customer	\$3.49

*** 11/23/2005 02:43 PM Violation: 480-15-800 -



VIOLATION: One (1) violation of Washington Administrative Code (WAC) 480-15-800, What must I do if a shipper is not satisfied with my service?, against ALL MY SONS MOVING & STORAGE OF SEATTLE INC (All My Sons) for failing to allow the shipper to speak with you, or a representative of your company. Mr's move was performed on 8-29-05, and not until 9-19-05 did Mr send All My Sons a letter of complaint, after his inability to speak with a company representative regarding his claim for damages complaint. Mr called All My Sons several times and he was promised a company representative would return his call to discuss his issue, but Mr never received such a call.

WAC 480-15-800, What must I do if a shipper is not satisfied with my service? If a shipper is not satisfied with your service, you must allow the shipper to speak with you, or a representative of your company, and you must provide the shipper with all information and forms necessary to file a complaint or claim. The shipper has nine months from the delivery date or the date the household goods should have been delivered, to file a claim for loss and damage.

*** 11/23/2005 03:08 PM Phone: Dennis Shutler >> Mr



I called Mr and left him a voice message stating I found All My Sons gave him a refund for 2 hours labor in the amount of \$180.00.

I also told Mr I found All My Sons also offered him a settlement of \$100 for the damages sustained during his move.

I told Mr I found All My Sons also overcharged him for the allowable fuel surcharge and he should expect to receive a refund of \$3.49.

I told Mr I was closing his complaint but he should feel free to call me in the future should he experience further issues.

*** 11/23/2005 03:23 PM Email: Dennis Shutler >> Laurie Baca



Ms. Laurie Baca, ALL MY SONS MOVING & STORAGE OF SEATTLE INC. (All My Sons):

Thank you for your time and efforts in working to resolve this consumer's

complaint issue.

I called Mr and told him that I found All My Sons gave him a refund for 2 hours labor in the amount of \$180.00.

I also told Mr I found All My Sons offered him a settlement of \$100 for the damages sustained during his move.

I told Mr I found All My Sons also overcharged him for the allowable fuel surcharge and he should expect to receive a refund of \$3.49.

I told Mr I was closing his complaint and you too may now consider this consumer's complaint closed as well.

However, in my investigation into this consumer's move, I have recorded violations of the Commission's rules against All My Sons, as follows:

One (1) violation of Washington Administrative Code (WAC) 480-15-490(5) / Tariff 15-A, Rule 1, General application of rule for applying the special fuel surcharge, against ALL MY SONS MOVING & STORAGE OF SEATTLE INC (All My Sons) for charging in excess of the 4.75% maximum allowable special fuel surcharge which was in effect at the time of this customer's move on 8-29-05.

9 hrs @ \$55 per hr (driver/vehicle)

\$495.00

+ 4.75% fuel surcharge

\$518.51

Total chargeable fuel surcharge allowable by the tariff

\$23.51

Total fuel surcharge charged to customer

\$27.00

Total of overcharge to customer

\$3.49

Total refund now owing customer

\$3.49

One (1) violation of Washington Administrative Code (WAC) 480-15-800, What must I do if a shipper is not satisfied with my service?, against ALL MY SONS MOVING & STORAGE OF SEATTLE INC (All My Sons) for failing to allow the shipper to speak with you, or a representative of your company. Mr's move was performed on 8-29-05, and not until 9-19-05 did Mr send All My Sons a letter of complaint, after his inability to speak with a company representative regarding his claim for damages complaint. Mr called All My Sons several times and he was promised a company representative would return his call to discuss his issue, but Mr never received such a call.

WAC 480-15-800, What must I do if a shipper is not satisfied with my service?

If a shipper is not satisfied with your service, you must allow the shipper to speak with you, or a representative of your company, and you must provide the shipper with all information and forms necessary to file a complaint or claim. The shipper has nine months from the delivery date or the date the household goods should have been delivered, to file a claim for loss and damage.

Please notify me when the refund check has been sent to this customer (date, check number, amount).

*** 12/01/2005 10:33 AM Email: Dennis Shutler << Laurie Baca



The refund of \$3.49 was made this morning.

*** 12/01/2005 11:27 AM Email: Dennis Shutler >> Laurie Baca



Thank you for the update.