

Date Received: February 18, 1998

Docket No.: TV-971477

Company: Amends WAC 480-12, Relating to Household Goods Movers

Distribution:

Chairwoman Levinson  
Commissioner Gillis  
Commissioner Hemstad  
Marjorie Schaer, ALJ  
Shirley Burrell (Rulemakings cover letters only & changes to NOH)  
Penny Hansen  
Teresa Osinski  
Dixie Linnenbrink  
Ann Rendahl, AAG  
Vicki Elliott  
Diana Otto  
Paul Curl  
Sally Turnbull  
Bonnie Allen  
Carlene Hughes  
Foster Hernandez  
Cathie Anderson  
Kim Dobyms  
Ray Gardner  
Carolyn Caruso  
Pat Dutton  
Alan Dickson (mail)  
Mary Sprouffske (No comments)

For Records Center Use Only

RMS   
FOB   
PR \_\_\_\_\_  
MSL \_\_\_\_\_  
NOH \_\_\_\_\_  
Disk \_\_\_\_\_  
Initial

February 14, 1998  
TV-9714.1  
Mrs. B.R. GEDDES  
P.O. Box 2312  
LYNNWOOD, WA 98036

Mr. Foster Fernandez  
Utility & Transportation Comm.  
P.O. Box 47250  
Olympia, WA 98504-7250

RECEIVED  
FEB 18 1998  
WASH. UT. & TP. COMM.

RECEIVED  
RECORDS MANAGEMENT  
98FEB18 PM 3:47  
STATE OF WASH.  
UTIL. AND TRANSP.  
COMMISSION

Dear Mr. Fernandez:  
I apologize for the delay in writing.  
Enclosed are the copies of history of this  
claim. I apologize for the hand-  
written note. My computer is broken and  
in the shop now.

Please let me know when hearings  
take place so we have an opportunity to  
speak regarding our experience with Duncan.

Sincerely,  
Mrs. B.R. Geddes

000304



Christine O. Gregoire

# ATTORNEY GENERAL OF WASHINGTON

900 Fourth Avenue #2000 • Seattle WA 98164-1012

January 16, 1998

B R GEDDES  
PO BOX 2312  
LYNNWOOD WA 98036

Re: Duncan & Bros Moving Co  
File #10-97-23059

Dear B R Geddes:

Enclosed is a copy of the response that has been sent to our office regarding your complaint.

Please review it and call me between the hours of 9:00 a.m. and 4:00 p.m. at 206-464-6367 so that we may discuss this matter. If you call when I am unavailable, please leave a message for me with your telephone number, your file number 10-97-23059, and the best time to reach you.

Barbara Chambers  
Consumer Representative  
Consumer Protection Division

Enclosure

In Washington Call Toll Free  
800-551-4636  
For Hearing Impaired - TDD - 800-276-9883

000305



DUNCAN & SONS MOVING CO.  
6601 220th. ST. S.W. #3  
MOUNTLAKE TERRACE, WA. 98043-2166

JANUARY 12, 1998

ATTORNEY GENERAL OF WASHINGTON  
ATTN: BARBARA CHAMBERS  
CONSUMER REPRESENTATIVE  
CONSUMER PROTECTION DIVISION  
900 FOURTH AVENUE #2000  
SEATTLE, WA. 98164-1012

RECEIVED

JAN 14 1998

RE: B R GEDDES  
FILE #10-97-23059

ATTORNEY GENERAL'S OFFICE  
SEATTLE

DEAR MS. CHAMBERS:

I CONTACTED MR. GEDDES LATE 1997 AND REQUESTED THE WEIGHT OF THE, WALKING MACHINE. I HAVE WEIGHT BOOKS, THEY DO NOT LIST ANY LARGE EXERCISE EQUIPMENT. HE TOLD ME HE HAD ALL THE INFORMATION ON THE MACHINE.

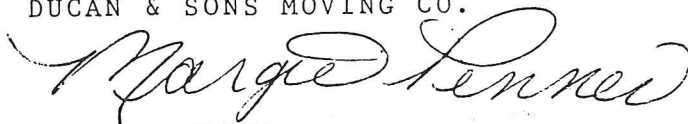
I AM ENCLOSING A COPY OF A BILL OF LADING AND THE REQUIRED INSURANCE COVERAGE IS HIGHLIGHTED. AS YOU CAN SEE, WE ARE REQUIRED TO CARRY BASIC LIABILITY OF, 60¢ PER POUND PER ARTICLE.

AS SOON AS I GET THE WEIGHT OR THE MAKE AND MODEL OF THE MACHINE, SO I CAN LOCATE A WEIGHT. THEY WILL BE PAID ACCORDING TO THE WUTC 15 RULE, 60¢ TIMES EACH POUND.

IF YOU HAVE ANY QUESTIONS, PLEASE CALL ME.

SINCERELY YOURS,

DUCAN & SONS MOVING CO.



MARGIE PENNER  
ENCLOUSER: BILL OF LADING

CC: OFFICE OF INSURANCE COMMISSIONER

000306



DIFIAN & SONS MOVING CO

SAT.

12000

231 22TH ST, SUITE 3

AVE TERRACE, WASHINGTON 98014

DATE ORDER TAKEN 3/5/97

DATE SERVICE REQ'D 8/23/97

TIME THERE 8:30

CC-422

TEL: (425) 774-1111

(206) 333-1471

(206) 454-0927

(206) 454-0927

THE SHIPPER, SUBJECT TO CONDITIONS ON THE BACK HEREOF, RELATING TO SPECIFIC SERVICES AND CHARGES SHOWN BELOW, FURTHER SUBJECT TO THE CLASSIFICATIONS, TARIFFS, RULES AND REGULATIONS IN EFFECT ON THE ISSUE OF THIS BILL OF LADING OR CONTRACT, IS REQUESTED TO READ THIS DOCUMENT BEFORE SIGNING, AND ASK FOR AN EXPLANATION OF ANYTHING NOT CLEAR OR INCONSISTENT WITH ANY PREVIOUS REPRESENTATION. THIS WILL CONFIRM INSTRUCTIONS AND AUTHORIZE YOU TO MOVE, SHIP, PACK, STORE AND/OR PERFORM THE SERVICES HEREON.

FROM	<b>NORTHBRIDGE APTS.</b>	APT. NO.	<b>19</b>	TO	<b>HOLLY APTS.</b>	APT. NO.	
CONSIGNOR	<b>TELEIA GEDDUS</b>	FLOOR	<b>3</b>	CONSIGNEE	<b>TELEIA GEDDUS</b>	FLOOR	
PICK UP ADDRESS	<b>15416 40th. AVE.W.</b>	STREET		DELIVERY ADDRESS	<b>9815 HOLLY DRIVE</b>	STREET	
CITY	<b>LYNWOOD</b>	STATE	<b>WA</b>	CITY	<b>EVERETT</b>	STATE	<b>WA</b>
ZIP		PHONE	<b>742-3918</b>	ZIP		PHONE	
SPLIT PICKUP & DELIVERY AT				STORE IN TRANSIT AT			

HOURLY RATED SHIPMENTS ONLY

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF \$.60 PER LB PER ARTICLE, SAID SHIPPER SHALL BE REQUIRED TO PLACE A LUMP SUM TOTAL DOLLAR VALUATION ON THE ENTIRE SHIPMENT AND SHALL BE RESPONSIBLE FOR PAYING THE EXCESS VALUATION CHARGE. THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A LUMP SUM VALUE OF

DRIVER COMPLETE THIS WITH PACKING MATERIAL AND VALUATION CHARGES BELOW

RECORDED TIME

3 MEN & VAN TIME START 8:30 AM TIME COMPLETE 11:00 AM

WUTC-15 UNDER 3 HR. - \$88.25 OVER 3 HR. - \$88.95 CHARGES \$ 137.00

(TO BE COMPLETED BY PERSON SIGNING BELOW)

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE IN HIS OWN HANDWRITING EITHER HIS DECLARATION OF THE LUMP SUM DOLLAR VALUATION OF THE ENTIRE SHIPMENT OR THE WORDS "\$.60 PER LB PER ARTICLE", OTHERWISE THIS SHIPMENT WILL BE DEEMED RELEASED TO A MAXIMUM VALUE EQUAL TO \$.60 PER LB PER ARTICLE UNLESS THE SHIPPER HAS PAID FOR HIGHER VALUATION CHARGES.

DESCRIPTION	QUANTITY	RATE	AMOUNT
PACKING BARREL OR DISH PACK			
CARTONS LESS THAN 1 1/2 CU. FT.			
1 1/2 CU. FT.			
3 CU. FT.			
4 1/2 CU. FT.			
6 CU. FT.			
6 1/2 CU. FT.			
WARDROBE CARTONS			
MATTRESS CARTONS CRIB			
MATTRESS CARTONS (NOT EXCEEDING 39" X 75")			
MATTRESS CARTONS (NOT EXCEEDING 54" X 75")			
MATTRESS CARTONS (EXCEEDING 54" X 75")			
GLASS CONTAINERS MINIMUM			
GLASS CONTAINERS _____ CU. FT.			
BOXES OR CRATES MINIMUM			
BOXES OR CRATES _____ CU. FT.			

THE SHIPPER AGREES TO PAY CHARGES IN CASH, MONEY ORDER, OR CERTIFIED CHECK PRIOR TO COMPLETE DELIVERY. IF CREDIT ARRANGEMENTS ARE MADE IN WRITING BEFORE SHIPMENT THEN

BILL TO: NAME ADDRESS

WEIGHT OF SHIPMENT (WEIGHT TICKETS ATTACHED)

GROSS WEIGHT LBS. WEIGHMASTER  
NET WEIGHT LBS. WEIGHMASTER  
TARE WEIGHT LBS. WEIGHMASTER

JOB CODE PICKED UP BY  
ORDERED BY ORDER BOOKED BY

DATE	TRIP NO.	DRIVER	EQUIP. NO.

MILEAGE RATED SHIPMENTS

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 60 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR AN AMOUNT EQUAL TO \$1.25 FOR EACH POUND OF WEIGHT IN THE SHIPMENT, WHICHEVER IS GREATER.

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING

(TO BE COMPLETED BY PERSON SIGNING BELOW)

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "60 CENTS PER POUND PER ARTICLE". OTHERWISE, THE SHIPMENT WILL BE DEEMED RELEASED TO A MAXIMUM VALUE EQUAL TO \$1.25 TIMES THE WEIGHT OF THE SHIPMENT IN POUNDS.

TOTAL PACKING CHARGES			
APPLIANCE SERVICE			
OTHER SERVICES			
TRANSPORTATION: _____ MILES NET WT.			
TRANSPORTATION OF STORAGE IN TRANSIT SHIPMENT			
WAREHOUSE TO DESTINATION: _____ MILES			
STORAGE IN TRANSIT 30 DAYS OR FRACTION			
WAREHOUSE HANDLING			
STORAGE VALUATION CHARGES			
EXTRA PICKUP/DELIVERY			
HOISTING OR PIANO HANDLING			
STAIRS, ELEVATORS OR CARRIES			
TRANSPORTATION VALUATION CHARGES			

DEPOSITS REC'D. IN PREPAYMENT PAID TO APPLY  
RECEIVED BALANCE PAYABLE BALANCE DUE

SHIPPER DATE  
RECEIPT FOR GOODS X [Signature] DRIVER DATE

GOODS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED HEREON OR ON INVENTORY  
DELIVERY RECEIPT X [Signature] CONSIGNEE DATE

MEMORANDUM COPY

IMPORTANT TERMS & CONDITIONS ON BACK

000307



Surface  
Access  
210  
980262566

COMBINATION UNIFORM HOUSEHOLD GOODS BILL OF LADING, FREIGHT BILL  
**DUNCAN & SONS MOVING CO**  
6601 250TH ST, SUITE 3  
MOUNTLAKE TERRACE, WASHINGTON 98043-2103  
TEL: (425) 771-5115 • (425) 323-1471 • (425) 434-0667 • (206) 525-5171

**No 14030**  
DATE ORDER TAKEN 8/5/97  
DATE SERVICE REQ'D 8/23/97  
TIME THERE 8:30

THE SHIPPER, SUBJECT TO CONDITIONS ON THE BACK HEREOF, RELATING TO SPECIFIC SERVICES AND CHARGES SHOWN BELOW, FURTHER SUBJECT TO THE CLASSIFICATIONS, TARIFFS, RULES AND REGULATIONS IN EFFECT ON THE ISSUE OF THIS BILL OF LADING OR CONTRACT, IS REQUESTED TO READ THIS DOCUMENT BEFORE SIGNING, AND ASK FOR AN EXPLANATION OF ANYTHING NOT CLEAR OR INCONSISTENT WITH ANY PREVIOUS REPRESENTATION. THIS WILL CONFIRM INSTRUCTIONS AND AUTHORIZE YOU TO MOVE, SHIP, PACK, STORE AND/OR PERFORM THE SERVICES HEREON.

FROM	APT. NO.	TO	APT. NO.
NORTHRIDGE APTS.	19	HOLLY APTS.	
CONSIGNOR		CONSIGNEE	
TELEIA GEDDUS		TELEIA GEDDUS	
FLOOR 3		FLOOR	
PICK UP ADDRESS	STREET	DELIVERY ADDRESS	STREET
15416 40th. AVE.W.		9815 HOLLY DRIVE	
CITY	STATE	ZIP	PHONE
LYNNWOOD	WA	742-3918	
SPLIT PICKUP & DELIVERY AT		EVERETT	WA
		STORE IN TRANSIT AT	

**HOURLY RATED SHIPMENTS ONLY**

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF \$.60 PER LB PER ARTICLE, SAID SHIPPER SHALL BE REQUIRED TO PLACE A LUMP SUM TOTAL DOLLAR VALUATION ON THE ENTIRE SHIPMENT AND SHALL BE RESPONSIBLE FOR PAYING THE EXCESS VALUATION CHARGE. THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A LUMP SUM VALUE OF

DRIVER COMPLETE THIS WITH PACKING MATERIAL AND VALUATION CHARGES BELOW  
X MAN # 37.30 hr.  
TIME RECORD  
MEN & VAN TIME START 3:30 TIME COMPLETE 4:00  
WUTC-15 UNDER 3 HR. - \$88.25 OVER 3 HR. - \$85.05  
CHARGES \$ 637

(TO BE COMPLETED BY PERSON SIGNING BELOW)

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE IN HIS OWN HANDWRITING EITHER HIS DECLARATION OF THE LUMP SUM DOLLAR VALUATION OF THE ENTIRE SHIPMENT OR THE WORDS "\$.60 PER LB PER ARTICLE", OTHERWISE THIS SHIPMENT WILL BE DEEMED RELEASED TO A MAXIMUM VALUE EQUAL TO \$.60 PER LB PER ARTICLE UNLESS THE SHIPPER HAS PAID FOR HIGHER VALUATION CHARGES.

DESCRIPTION	QUANTITY	RATE	AMOUNT
PACKING BARREL OR DISH PACK			
CARTONS LESS THAN 1 1/2 CU. FT.			
1 1/2 CU. FT.			
3 CU. FT.			
4 1/2 CU. FT.			
6 CU. FT.			
6 1/2 CU. FT.			
WARDROBE CARTONS	10		
MATTRESS CARTONS CRIB			
MATTRESS CARTONS (NOT EXCEEDING 39" X 75")			
MATTRESS CARTONS (NOT EXCEEDING 54" X 75")			
MATTRESS CARTONS (EXCEEDING 54" X 75")			
GLASS CONTAINERS MINIMUM			
GLASS CONTAINERS _____ CU. FT.			
BOXES OR CRATES MINIMUM			
BOXES OR CRATES _____ CU. FT.			

SHIPPER \_\_\_\_\_ DATE \_\_\_\_\_

THE SHIPPER AGREES TO PAY CHARGES IN CASH, MONEY ORDER, OR CERTIFIED CHECK PRIOR TO COMPLETE DELIVERY. IF CREDIT ARRANGEMENTS ARE MADE IN WRITING BEFORE SHIPMENT THEN

TOTAL PACKING CHARGES

BILL TO: \_\_\_\_\_ NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

WEIGHT OF SHIPMENT (WEIGHT TICKETS ATTACHED)  
GROSS WEIGHT \_\_\_\_\_ LBS. WEIGHMASTER  
TARE WEIGHT \_\_\_\_\_ LBS. WEIGHMASTER  
NET WEIGHT \_\_\_\_\_ LBS.

APPLIANCE SERVICE  
OTHER SERVICES

JOB CODE \_\_\_\_\_ PICKED UP BY \_\_\_\_\_  
PACKED BY \_\_\_\_\_ ORDER BOOKED BY \_\_\_\_\_

DATE	TRIP NO.	DRIVER	EQUIP. NO.

**MILEAGE RATED SHIPMENTS**

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 60 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR AN AMOUNT EQUAL TO \$1.25 FOR EACH POUND OF WEIGHT IN THE SHIPMENT, WHICHEVER IS GREATER.

TRANSPORTATION: \_\_\_\_\_ MILES \_\_\_\_\_ NET WT.  
TRANSPORTATION OF STORAGE IN TRANSIT SHIPMENT  
WAREHOUSE TO DESTINATION: \_\_\_\_\_ MILES  
STORAGE IN TRANSIT 30 DAYS OR FRACTION  
WAREHOUSE HANDLING  
STORAGE VALUATION CHARGES  
EXTRA PICKUP/DELIVERY  
HOISTING OR PIANO HANDLING  
STAIRS, ELEVATORS OR CARRIES  
TRANSPORTATION VALUATION CHARGES

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING

(TO BE COMPLETED BY PERSON SIGNING BELOW)

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "60 CENTS PER POUND PER ARTICLE", OTHERWISE, THE SHIPMENT WILL BE DEEMED RELEASED TO A MAXIMUM VALUE EQUAL TO \$1.25 TIMES THE WEIGHT OF THE SHIPMENT IN POUNDS.

DEPOSITS REC'D. IN PREPAYMENT \_\_\_\_\_ PAID TO APPLY  
RECEIVED BALANCE PAYABLE \_\_\_\_\_ BALANCE DUE

SHIPPER \_\_\_\_\_ DATE \_\_\_\_\_

GOODS RECEIVED IN GOOD CONDITION EXCEPT AS NOTED HEREON OR ON INVENTORY

RECEIPT FOR GOODS X \_\_\_\_\_ DRIVER \_\_\_\_\_ DATE \_\_\_\_\_

DELIVERY RECEIPT X \_\_\_\_\_ CONSIGNEE \_\_\_\_\_

000308



THE FOLLOWING CONTRACT TERMS AND CONDITIONS APPLY TO ALL TRANSPORTATION PERFORMED BY CARRIER IN ADDITION TO ALL OTHER RULES, REGULATIONS, RATES, AND CHARGES IN THIS TARIFF.

**CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS - OF LADING**

THIS CONTRACT IS SUBJECT TO ALL THE RULES, REGULATIONS, RATES, AND CHARGES, IN CARRIER'S CURRENTLY EFFECTIVE APPLICABLE TARIFFS AS PUBLISHED BY OR ON FILE WITH THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING TERMS AND CONDITIONS:

**SECTION 1.** THE CARRIER SHALL BE LIABLE FOR PHYSICAL LOSS OF OR DAMAGE TO ANY ARTICLES FROM EXTERNAL CAUSE WHILE BEING CARRIED OR HELD IN STORAGE-IN-TRANSIT EXCEPT FOR CONDITION OR FLAVOR OF PERISHABLE ARTICLES, AND EXCEPT DOCUMENTS, BANK BILLS, NOTES, CURRENCY, MONEY, POSTAGE STAMPS, LETTERS OR VALUABLE PAPERS OF ANY KIND, JEWELRY, WATCHES, PRECIOUS STONES, OR METALS, OR ARTICLES OF PARTICULARLY INHERENT OR EXTRAORDINARY VALUE WHICH ARE NOT SPECIFICALLY LISTED ON THE BILL OF LADING, AND EXCEPT LOSS OR DAMAGE CAUSED BY OR RESULTING:

(A) FROM AN ACT, OMISSION OR ORDER OF SHIPPER;

(B) FROM INSECTS, MOTH, VERMIN AND ORDINARY WEAR AND TEAR;

(C) FROM DEFECT OR INHERENT VICE OF THE ARTICLE, INCLUDING SUSCEPTIBILITY TO DAMAGE BECAUSE OF ATMOSPHERIC CONDITIONS SUCH AS TEMPERATURE AND HUMIDITY OR CHANGES THEREIN;

(D) FROM (1) HOSTILE OR WARLIKE ACTION IN TIME OF PEACE OR WAR, INCLUDING ACTION IN HINDERING, COMBATING, OR DEFENDING AGAINST AN ACTUAL, IMPENDING OR EXPECTED ATTACK (A) BY ANY GOVERNMENT OR SOVEREIGN POWER OR BY ANY AUTHORITY MAINTAINING OR USING MILITARY, NAVAL OR AIR FORCES; OR (B) BY MILITARY, NAVAL OR AIR FORCES; OR (C) BY AN AGENT OF ANY SUCH GOVERNMENT, POWER, AUTHORITY OR FORCES; (2) ANY WEAPON OF WAR EMPLOYING ATOMIC FISSION OR RADIOACTIVE FORCE WHETHER IN TIME OF PEACE OR WAR; (3) INSURRECTION, REBELLION, REVOLUTION, CIVIL WAR, USURPED POWER, OR ACTION TAKEN BY GOVERNMENTAL AUTHORITY IN HINDERING, COMBATING, OR DEFENDING AGAINST SUCH AN OCCURRENCE, SEIZURE OR DESTRUCTION UNDER QUARANTINE OR CUSTOMS REGULATIONS, CONFISCATION BY ORDER OF ANY GOVERNMENT OR PUBLIC AUTHORITY, OR RISKS OF CONTRABAND OR ILLEGAL TRANSPORTATION OR TRADE;

(E) FROM STRIKES, LOCKOUTS, LABOR DISTURBANCES, RIOTS, CIVIL COMMOTIONS, OR THE ACTS OF ANY PERSON OR PERSONS TAKING PART IN ANY SUCH OCCURRENCE OR DISORDER;

(F) FROM ACTS OF GOD WHEN THE SHIPPER RELEASES THE VALUE OF EACH ARTICLE IN THE SHIPMENT TO A VALUE NOT EXCEEDING 60 CENTS PER POUND PER ARTICLE, OR

(G) FROM BREAKAGE OF CHINA, GLASSWARE, BRIC-A-BRAC OR SIMILAR ARTICLES OF A BRITTLE OR FRAGILE NATURE UNLESS PACKED BY THE CARRIER OR UNLESS SUCH BREAKAGE RESULTS FROM NEGLIGENCE OF THE CARRIER WHEN THE SHIPPER HAS RELEASED THE VALUE OF EACH ARTICLE IN THE SHIPMENT TO A VALUE NOT EXCEEDING 60 CENTS PER POUND PER ARTICLE.

**SUBJECT**, IN ADDITION TO THE FOREGOING, TO THE FURTHER FOLLOWING LIMITATIONS ON THE CARRIER'S LIABILITY.

THE CARRIER'S MAXIMUM LIABILITY SHALL BE EITHER:

(1)(a) IN THE CASE OF SHIPMENTS MOVING AT MILEAGE RATES, THE AMOUNT OF THE ACTUAL LOSS OR DAMAGE NOT EXCEEDING \$1.25 TIMES THE ACTUAL WEIGHT (IN POUNDS) OF THE SHIPMENT, OR THE LUMP SUM DECLARED VALUE, WHICHEVER IS GREATER.

(1)(b) IN THE CASE OF SHIPMENTS MOVING AT HOURLY RATES, THE AMOUNTS OF THE ACTUAL LOSS OR DAMAGE NOT EXCEEDING THE LUMP SUM TOTAL DECLARED VALUATION SET FORTH ON THE FACE HEREOF.

(2) THE ACTUAL LOSS OR DAMAGE NOT EXCEEDING SIXTY (60) CENTS PER POUND OF THE WEIGHT OF ANY LOST OR DAMAGED ARTICLE WHEN THE SHIPPER HAS RELEASED THE SHIPMENT TO CARRIER, IN WRITING, WITH LIABILITY LIMITED TO SIXTY (60) CENTS PER POUND PER ARTICLE.

**SECTION 2.** THE CARRIER SHALL NOT BE LIABLE FOR DELAY CAUSED BY HIGHWAY OBSTRUCTION, OR FAULTY OR IMPASSABLE HIGHWAYS, OR LACK OF CAPACITY OF ANY HIGHWAY, BRIDGE OR FERRY, OR CAUSED BY BREAKDOWN OR MECHANICAL DEFECT OF VEHICLES OR EQUIPMENT, OR FROM ANY CAUSE OTHER THAN NEGLIGENCE OF THE CARRIER; NOR SHALL THE CARRIER BE BOUND TO TRANSPORT BY ANY PARTICULAR SCHEDULE, MEANS, VEHICLE OR OTHERWISE THAN WITH REASONABLE DISPATCH. EVERY CARRIER SHALL HAVE THE RIGHT IN CASE OF PHYSICAL NECESSITY TO FORWARD SAID PROPERTY BY ANY CARRIER OR ROUTE BETWEEN THE POINT OF SHIPMENT AND THE POINT OF DESTINATION.

**SECTION 3.** SHIPPER SHALL:

(A) BE LIABLE FOR ANY AND ALL CHARGES APPLICABLE UNDER CARRIER'S TARIFFS, AND PAY THEREFOR AS PROVIDED IN SAID TARIFFS, AND

(B) INDEMNIFY CARRIER AGAINST LOSS OR DAMAGE CAUSED BY INCLUSION IN THE SHIPMENT OF EXPLOSIVES OR DANGEROUS ARTICLES OR GOODS.

**SECTION 4.** IF FOR ANY REASON OTHER THAN THE FAULT OF CARRIER, DELIVERY CANNOT BE MADE AT ADDRESS SHOWN ON THE FACE HEREOF, OR AT ANY CHANGED ADDRESS OF WHICH CARRIER HAS NOT BEEN NOTIFIED, CARRIER, AT ITS OPTION, MAY CAUSE ARTICLES CONTAINED IN SHIPMENT TO BE STORED IN A WAREHOUSE SELECTED BY IT AT THE POINT OF DELIVERY OR AT OTHER AVAILABLE POINTS, AND THERE HELD WITHOUT LIABILITY ON THE PART OF THE CARRIER, AT THE COST OF THE OWNER, AND SUBJECT TO A LIEN FOR ALL ACCRUED TARIFF AND OTHER LAWFUL CHARGES.

**SECTION 5.** IF SHIPMENT IS REFUSED BY CONSIGNEE AT DESTINATION, OR IF SHIPPER, CONSIGNEE OR OWNER OF PROPERTY FAILS TO RECEIVE OR CLAIM IT WITHIN FIFTEEN (15) DAYS AFTER WRITTEN NOTICE BY UNITED STATES MAIL ADDRESSED TO SHIPPER AND CONSIGNEE AT POST OFFICE ADDRESSES SHOWN ON FACE HEREOF, OR IF SHIPPER FAILS OR REFUSES TO PAY LAWFULLY APPLICABLE CHARGES IN ACCORDANCE WITH CARRIER'S APPLICABLE TARIFF, CARRIER MAY SELL THE PROPERTY AT ITS OPTION, EITHER (A) UPON NOTICE IN THE MANNER AUTHORIZED BY LAW, OR (B) AT PUBLIC AUCTION TO HIGHEST BIDDER FOR CASH AT A PUBLIC SALE TO BE HELD AT A TIME AND PLACE NAMED BY CARRIER, THIRTY (30) DAYS NOTICE OF WHICH SALE SHALL HAVE BEEN GIVEN IN WRITING TO SHIPPER AND CONSIGNEE, AND THERE SHALL HAVE BEEN PUBLISHED AT LEAST ONCE A WEEK FOR TWO CONSECUTIVE WEEKS IN A NEWSPAPER OF GENERAL CIRCULATION AT OR NEAR THE PLACE OF SALE, A NOTICE THEREOF CONTAINING A DESCRIPTION OF THE PROPERTY AS DESCRIBED IN THE BILL OF LADING, AND THE NAMES OF THE CONSIGNOR AND CONSIGNEE. THE PROCEEDS OF ANY SALE SHALL BE APPLIED TOWARD PAYMENT OF LAWFUL CHARGES APPLICABLE TO SHIPMENT AND TOWARD EXPENSES OF NOTICE, ADVERTISING AND SALE, AND OF STORING, CARING FOR AND MAINTAINING PROPERTY PRIOR TO SALE, AND THE BALANCE, IF ANY, SHALL BE PAID TO OWNER OF PROPERTY; PROVIDED THAT ANY PERISHABLE ARTICLES CONTAINED IN SAID SHIPMENT MAY BE SOLD AT PUBLIC OR PRIVATE SALE WITHOUT SUCH NOTICES IF, IN THE OPINION OF CARRIER, SUCH ACTION IS NECESSARY TO PREVENT DETERIORATION OR FURTHER DETERIORATION.

**SECTION 6.** AS A CONDITION PRECEDENT TO RECOVER A CLAIM FOR ANY LOSS OR DAMAGE, INJURY OR DELAY, MUST BE FILED IN WRITING WITH CARRIER WITHIN NINE (9) MONTHS AFTER DELIVERY TO CONSIGNEE AS SHOWN ON FACE HEREOF, OR IN CASE OF FAILURE TO MAKE DELIVERY, THEN WITHIN (9) MONTHS AFTER A REASONABLE TIME FOR DELIVERY HAS ELAPSED, AND SUIT MUST BE INSTITUTED AGAINST CARRIER WITHIN TWO (2) YEARS AND ONE (1) DAY FROM THE DATE WHEN NOTICE IN WRITING IS GIVEN BY CARRIER TO THE CLAIMANT THAT CARRIER HAS DISALLOWED THE CLAIM OR ANY PART OR PARTS THEREOF SPECIFIED IN THE NOTICE WHERE A CLAIM IS NOT FILED OR SUIT NOT INSTITUTED THEREON IN ACCORDANCE WITH THE FOREGOING PROVISIONS, CARRIER SHALL NOT BE LIABLE AND SUCH A CLAIM WILL NOT BE PAID.

000309

**COPY**

November 3rd, 1997

Duncan & Bros. Moving Company.  
6601 – 220<sup>th</sup> SW, Suite 3  
Mountlake Terrace, WA 98043

Reference: Invoice #14030  
Date of Move: 8/23/97

Teleia Geddes

We employed Duncan & Bros. Moving Company to move us on August 23, 1997. The day following the move, my wife and I went on vacation for a month. Since my wife is disabled, I had to unpack all boxes myself upon our return. This has taken approximately 3 weeks, so, although it has taken awhile to contact you, it is not an unreasonable time given my situation. All of our electronics and machinery were not tested again until this past week. The day of the move, all machinery was tested and found to be in perfect working order. Last week's tests proved our treadmill has been damaged as a result of the move.

It should be noted that your movers were told to be *extremely careful* with the treadmill on the day of the move. It was in two pieces, but attached and as it is a computer, one must take great care with it. I told them I would help them move it down the stairs. However, while I was busy elsewhere, they chose to move it and dropped it in the process. They dropped it twice. Also, they rolled/bounced it over both parking lots. I was concerned about the treadmill, but since they had placed it against a wall and stacked boxes all around it, I was unable to satisfy my concerns until now. As an aside, I told them our air conditioner had a door on it and to be careful. They broke the door off the air conditioner.

This treadmill is a piece of medical equipment for my wife. It is used in her physical therapy and its repair is very important to her continued recovery. The sooner the better.

One of Duncan & Bros. selling points, and the main reason they were selected, was insurance against damage during the move. Therefore, I am requesting that your company either fix or replace my wife's treadmill. We had it checked and have been told the internal electronics have been damaged and that this would be consistent with dropping (the machine is new). Please contact us immediately to resolve this issue (425) 423-8671.

Cordially yours,

B. R. Geddes

000310



**COPY**

December 22, 1997

CERTIFIED - RETURN RECEIPT REQUESTED

Duncan & Bros. Moving Company.  
6601 - 220<sup>th</sup> SW, Suite 3  
Mountlake Terrace, WA 98043

Reference: Invoice #14030                      Teleia Geddes  
                    Date of Move: 8/23/97

The enclosed letter is for your re-review. As stated, my wife's walker was damaged during the move. Although we asked help to shrink wrap the walker so pieces would not slide or fall, we were told it was "unnecessary" because your movers were "professionals" and would have "no problem" moving our equipment without damaging it. As yet, I have heard nothing from your company regarding the breakage of my wife's walker by your movers. I called and was told that my letter was in the hands of "the owner." However, I was not told what step, if any, would be taken next. As you can see, I have forwarded copies of the letter dated in November, and this letter, to the Better Business Bureau, The Attorney General for Washington State and the Insurance Commissioner for this state. I believe that a month without hearing anything from your owner, your company or your insurance adjuster is excessive. We informed you of the damage well within the contractual limits and were told by your office manager that insurance against damage is "required" for you to operate as a mover. My wife's rehabilitation is being significantly hampered by not having her walker available. Please respond immediately.

Respectfully,

B. R. Geddes

cc: Office of the Attorney General  
2722 Colby, Everett

Washington State Insurance Commissioner  
Olympia, WA

Better Business Bureau  
4800 S. 188<sup>th</sup> St., Suite 222  
Seattle 98188

January 28, 1998

**COPY**

Mr. Frederic Denzer CIC  
Insurance Compliance Officer P&C  
Office of Insurance Commissioner  
P.O. Box 40256  
Olympia, WA 98504-0256

Dear Mr. Denzer:

We received your letter dated January 19, 1998. What I found interesting in your packet was the copy of the "contract" that Duncan sent you. In their copy is a highlighted area. Our "contract" looks different in that there is no such highlight.

I wish to make two points: 1) What we were told regarding insurance was NOTHING LIKE reality. We were BOTH assured that Duncan was insured against any damages (no mention of limitations, differences in contract or the difference between insurance vs. bill of lading), that their movers would be willing to help package larger items carefully for moving (they weren't, in fact they declined); and that their movers were of a "better quality" than movers from other companies (were told that employees of the company we were considering had been fired for cause from Duncan), which was untrue. At least one of the Duncan movers showed up late and reeking of alcohol. 2) We were told by the Duncan representative, that another mover we considered was operating illegally and we should not chose them. This appears to be just another "misrepresentation" of Duncan. In our opinion, this appears to be malpractice on the part of Duncan and their "company negligence or malpractice insurance" (or whatever it is called) should be paying for our broken medical equipment. I realize that your office doesn't appear to have much power to make that happen. But I believe your office should at least be looking into how Duncan "guarantees", that those it moves are protected from damage to their personal property. I also believe that highlighted areas of a contract should appear on ALL COPIES. From this, you should at least know that we took her at her word, and no other representation was made to us. Our so called "contract" was given to us AT THE END OF THE MOVE and we were told it only indicated that our goods had been *delivered*. It was in no way presented as our contract for damages. In fact, when we inquired as to why this needed to be signed at this time (as we had not had an opportunity to check our goods), I was told that it was only so Duncan could pay the movers for work done – as a kind of time sheet and that ANY DAMAGES would be paid as agreed with Duncan. On that basis, I signed their "time sheet." Our personal opinion is that Duncan deliberately and knowingly misrepresents the degree to which the customer is secured against damages. We feel strongly Duncan should at least be held responsible to higher authorities for their misrepresentations. Thank you for your time.

Respectfully,

B. R. Geddes  
P.O. Box 2312, Lynnwood, WA 98036  
(425) 423-8671

cc: Office of Attorney General  
Better Business Bureau

000312

DEBORAH SENN  
STATE INSURANCE COMMISSIONER

STATE OF WASHINGTON



OFFICE OF  
INSURANCE COMMISSIONER

OLYMPIA OFFICE:

P.O. BOX 40256  
OLYMPIA, WA 98504-0256  
Phone: (360) 753-7300

Dear Consumer:

Assisting insurance consumers is the primary charge of this office. The staff of our Consumer Advocacy Office takes each call we receive seriously. In an effort to better serve the public's needs for accurate and timely service, I am requesting your assistance.

Please take the time to complete the enclosed questionnaire. We want to hear how you rate our assistance to you, and how we can improve our service in addressing your consumer complaint or concern.

Please return the enclosed questionnaire to:

The Office of the Insurance Commissioner  
P.O. Box 40256  
Olympia, WA 98504-0256

If you need assistance or have any questions, please contact the Consumer Advocacy Office at our toll-free line 1-800-562-6900.

Sincerely,

A handwritten signature in black ink, appearing to read "Deborah Senn", with a long horizontal line extending to the right.

DEBORAH SENN  
Insurance Commissioner

000313

DEBORAH SENN  
STATE INSURANCE COMMISSIONER

STATE OF WASHINGTON



OFFICE OF  
INSURANCE COMMISSIONER

OLYMPIA OFFICE:

P.O. BOX 40256  
OLYMPIA, WA 98504-0256  
Phone: (360) 753-7300

January 19, 1998

B. R Geddes  
PO Box 2312  
Lynwood, WA. 98036

Re: Company: Duncan and Sons Moving  
Complaint of: 12-30-97

Dear Mr. Geddes,

Enclosed is a copy of the company's response to our inquiry. As noted, they will pay the designated amount per the Bill of Lading as soon as they receive the weight amount of the machine. Since you are dealing with a Bill of Lading and not an insurance contract, our office is not empowered to compel the company to pay any specific amount. The Bill of Lading identifies how much it will allow for property ( see the reverse side of your Bill of Lading ).

If you feel that you want to contest their settlement offer, then you would need to do so within the legal arena. You may be able to pursue remedy by hiring an attorney, or in Small Claims Court (\$2,500 or less in demand amount). To find out more about Small Claims Court, we recommend that you contact the District Court closest to your home for filing and cost information. The legal options, however , are not without expense.

Thank you for allowing us to review your complaint. Further questions? Call the Commissioner's Consumer Line at 1-800-562-6900.

Sincerely,

A handwritten signature in cursive script, appearing to read "Frederic Denzer".

Frederic Denzer CIC  
Insurance Compliance Officer P&C

000314

DUNCAN & SONS MOVING CO.  
6601 220th. ST. S.W. #3  
MOUNTLAKE TERRACE, WA. 98043-2166

425-771-6115

WASHINGTON STATE  
OFFICE OF INSURANCE COMMISSIONER  
P.O. BOX 40256  
OLYMPIA, WA. 98504-0256

ATTN: FREDERIC DENZER, CIC

RE: B.R. GEDDES

DEAR MR. DENZER:

I HAVE ENCLOSED COPIES OF THE LETTER SENT TO, THE ATTORNEY  
GENERALS OFFICE AND A COPY OF THE BILL OF LADING. SO YOU  
CAN SEE WHAT HAS BEEN DONE.

I CANNOT CLOSE THIS CLAIM TILL I HAVE THE WEIGHT OF THE  
MACHINE IN QUESTION. AS OF TODAY, I HAVE YET TO HEAR FROM,  
MR. GEDDES. HE TOLD ME, HE HAD ALL THE INFORMATION IN HIS  
FILE.

IF YOU HAVE A QUESTION, PLEASE CALL ME.

SINCERELY YOURS



MARGIE PENNER

RECEIVED

JAN 14 1998

INSURANCE DEPT. - OLYMPIA  
CONSUMER ADV. & OUTREACH

000315

DUNCAN & SONS MOVING CO.  
6601 220th.ST.S.W. #3  
MOUNTLAKE TERRACE, WA. 98043-2166

JANUARY 12, 1998

ATTORNEY GENERAL OF WASHINGTON  
ATTN:BARBARA CHAMBERS  
CONSUMER REPRESENTATIVE  
CONSUMER PROTECTION DIVISION  
900 FOURTH AVENUE #2000  
SEATTLE, WA. 98164-1012

RE: B R GEDDES  
FILE #10-97-23059

DEAR MS. CHAMBERS:

I CONTACTED MR. GEDDES LATE 1997 AND REQUESTED THE WEIGHT OF THE, WALKING MACHINE. I HAVE WEIGHT BOOKS, THEY DO NOT LIST ANY LARGE EXERCISE EQUIPMENT. HE TOLD ME HE HAD ALL THE INFORMATION ON THE MACHINE.

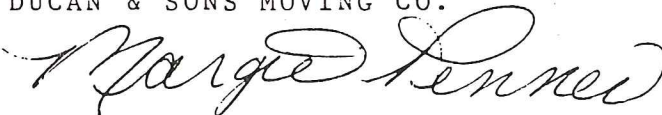
I AM ENCLOSING A COPY OF A BILL OF LADING AND THE REQUIRED INSURANCE COVERAGE IS HIGHLIGHTED. AS YOU CAN SEE, WE ARE REQUIRED TO CARRY BASIC LIABILITY OF, 60¢ PER POUND PER ARTICLE.

AS SOON AS I GET THE WEIGHT OR THE MAKE AND MODEL OF THE MACHINE, SO I CAN LOCATE A WEIGHT. THEY WILL BE PAID ACCORDING TO THE WUTC 15 RULE, 60¢ TIMES EACH POUND.

IF YOU HAVE ANY QUESTIONS, PLEASE CALL ME.

SINCERELY YOURS,

DUCAN & SONS MOVING CO.



MARGIE PENNER  
ENCLOUSER: BILL OF LADING

~~CC: OFFICE OF INSURANCE COMMISSIONER~~

000316



COMBINATION UNIFORM HOUSEHOLD GOODS BILL OF LADING, FREIGHT BILL

DUNCAN & SONS MOVING CO

DATE SERVICE REQ'D 8/23/97 TIME 8:30

THE SHIPPER, SUBJECT TO CONDITIONS ON THE BACK HEREOF, RELATING TO SPECIFIC SERVICES AND CHARGES SHOWN BELOW, FURTHER SUBJECT TO THE CLASSIFICATIONS, TARIFF RULES AND REGULATIONS IN EFFECT ON THE DATE OF THIS BILL OF LADING OR CONTRACT, IS REQUESTED TO READ THIS DOCUMENT BEFORE SIGNING AND ASK FOR AN EXPLANATION ANYTHING NOT CLEAR OR INCONSISTENT WITH ANY PREVIOUS REPRESENTATION. THIS WILL CONFIRM INSTRUCTIONS AND AUTHORIZE YOU TO MOVE, SHIP, PACK, STORE AND/OR PERFORM THE SERVICES HEREON.

FROM: NORTH RIDGE APTS. APT. NO. 19 CONSIGNOR: TELIA GEDDUS FLOOR 3 PICK UP ADDRESS: 15416 40th. AVE. W. CITY: LYNNWOOD STATE: WA ZIP: PHONE:

TO: HOLLY APTS. APT. NO. CONSIGNEE: TELIA GEDDUS FLOOR: DELIVERY ADDRESS: 9815 HOLLY DRIVE CITY: EVERETT STATE: WA ZIP: PHONE:

HOURLY RATED SHIPMENTS ONLY UNLESS THE SHIPPER HEREBY RELEASES THE SHIPMENT TO THE CARRIER... THE SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A LUMP SUM VALUE OF...

DRIVER COMPLETE THIS WITH PACKING MATERIAL AND VALUATION CHARGES BELOW... TIME START 8:30 TIME COMPLETE 4:00... WUTC-15 UNDER 3 HR - \$88.25 OVER 3 HR - \$88.00

THE SHIPPER AGREES TO PAY CHARGES IN CASH, MONEY ORDER, OR CERTIFIED CHECK PRIOR TO COMPLETE DELIVERY. IF CREDIT ARRANGEMENTS ARE MADE IN WRITING BEFORE SHIPMENT...

WEIGHT OF SHIPMENT (WEIGHT TICKETS ATTACHED) GROSS WEIGHT TARE WEIGHT NET WEIGHT

JOB CODE PICKED UP BY ORDER BOOKED BY

100 MIKAE TER

MILEAGE RATED SHIPMENTS UNLESS THE SHIPPER POUNDS PER ARTICLE EITHER THE LUMP SUM... NOTICE: THE SHIPPER RELEASES THE SHIPMENT TO THE CARRIER...

Table with columns: DESCRIPTION, QUANTITY, AMOUNT. Rows include: PACKING BARREL OR DISH PACK, CARTONS LESS THAN 1 X CU. FT., 1 X CU. FT., 3 CU. FT., 4 X CU. FT., 6 X CU. FT., WARDROBE CARTONS, MATTRESS CARTONS, GLASS CONTAINERS, BOXES ON CRATES.

TOTAL PACKING CHARGES APPLIANCE SERVICE OTHER SERVICES \$1347

TRANSPORTATION: MILES TRANSPORTATION OF STORAGE IN TRANSIT SHIPMENT WAREHOUSE TO DESTINATION: MILES STORAGE IN TRANSIT 30 DAYS OR FRACTION WAREHOUSE HANDLING STORAGE VALUATION CHARGES EXTRA PICKUP/DELIVERY HOISTING OR PIANO HANDLING STAIRS, ELEVATORS OR CARRIES TRANSPORTATION VALUATION CHARGES

DEPOSITS REC'D IN PREPAYMENT RECEIVED BALANCE PAYABLE PAID TO APPLY BALANCE DUE \$378

RECEIPT FOR GOODS DRIVER DATE

DELIVERY RECEIPT CONSIGNEE 000317



COMBINATION UNIFORM HOUSEHOLD GOODS BILL OF LADING, FREIGHT BILL

DUNCAN & SONS MOVING CO

No. 14030

1000 D. OF 9901 200TH ST. SUITE 2  
BURLAKE TERRACE, WASHINGTON 98043 WA

DATE SERVICE REQ'D 8/23/97

TEL: (206) 771-8118 • (206) 308-1471 • (206) 454-0067 • (206) 825-0671

TIMETHREE 8:30

THE SHIPPER, SUBJECT TO CONDITIONS ON THE BACK HEREOF, RELATING TO SPECIFIC SERVICES AND CHARGES SHOWN BELOW, FURTHER SUBJECT TO THE CLASSIFICATIONS, TARIFFS, RULES AND REGULATIONS IN EFFECT ON THE ISSUE OF THIS BILL OF LADING OR CONTRACT, IS REQUESTED TO READ THIS DOCUMENT BEFORE SIGNING, AND ASK FOR AN EXPLANATION OF ANYTHING NOT CLEAR OR INCONSISTENT WITH ANY PREVIOUS REPRESENTATION. THIS WILL CONFIRM INSTRUCTIONS AND AUTHORIZE YOU TO MOVE, SHIP, PACK, STORE AND/OR PERFORM THE SERVICES HEREON.

FROM: NORTHBRIDGE APTS. CONSIGNOR TELEIA GEDDUS FLOOR 3  
TO: HOLLY APTS. CONSIGNEE TELEIA GEDDUS FLOOR  
PICK UP ADDRESS: 15416 40th. AVE. N. LYNNWOOD WA  
DELIVERY ADDRESS: 8815 HOLLY DRIVE EVERETT WA

HOURLY RATED SHIPMENTS ONLY

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF \$60 PER LB. PER ARTICLE, SAID SHIPPER SHALL BE REQUIRED TO PLACE A LUMP SUM TOTAL DOLLAR VALUATION ON THE ENTIRE SHIPMENT AND SHALL BE RESPONSIBLE FOR PAYING THE EXCESS VALUATION CHARGE. THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A LUMP SUM VALUE OF

DRIVER COMPLETE THIS WITH PACKING MATERIAL AND VALUATION CHARGES BELOW  
WUTC-15 HR. - \$88.25  
OVER 3 HR. - \$65.00

Table with columns: DESCRIPTION, QUANTITY, RATE, AMOUNT. Includes rows for Packing Barrel or Dish Pack, Wardrobe Cartons, Mattress Cartons, Glass Containers, etc.

THE SHIPPER AGREES TO PAY CHARGES IN CASH, MONEY ORDER, OR CERTIFIED CHECK PRIOR TO COMPLETE DELIVERY. IF CREDIT ARRANGEMENTS ARE MADE IN WRITING BEFORE SHIPMENT THEN BILL TO:

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_  
GROSS WEIGHT: \_\_\_\_\_ LBS. WEIGHMASTER  
TARE WEIGHT: \_\_\_\_\_ LBS. WEIGHMASTER  
NET WEIGHT: \_\_\_\_\_ LBS.

APPLIANCE SERVICE  
OTHER SERVICES \$1347

Table with columns: DATE, TRIP NO., DRIVER, EQUIP. NO. Includes entry for driver IAN MILAE.

MILEAGE RATED SHIPMENTS

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 60 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR AN AMOUNT EQUAL TO \$1.25 FOR EACH POUND OF WEIGHT IN THE SHIPMENT, WHICHEVER IS GREATER.

TRANSPORTATION: \_\_\_\_\_ MILES NET WT.  
WAREHOUSE TO DESTINATION: \_\_\_\_\_ MILES  
STORAGE IN TRANSIT 30 DAYS OR FRACTION  
WAREHOUSE HANDLING  
STAIRS, ELEVATORS OR CARRIES

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "60 CENTS PER POUND PER ARTICLE". OTHERWISE, THE SHIPMENT WILL BE DEEMED RELEASED TO A MAXIMUM VALUE EQUAL TO \$1.25 TIMES THE WEIGHT OF THE SHIPMENT IN POUNDS.

DEPOSITS REC'D. IN PREPAYMENT PAID TO APPLY  
RECEIVED BALANCE PAYABLE BALANCE DUE

SHIPPER: \_\_\_\_\_ DATE: \_\_\_\_\_  
DRIVER: \_\_\_\_\_ DATE: \_\_\_\_\_

DELIVERY RECEIPT X  
CONSIGNEE: \_\_\_\_\_  
000318





DATE SERVICE PERIOD: 8/23/58  
 CONTRACT NO: 101218  
 AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

SECTION 1. THE CARRIER SHALL BE LIABLE FOR PHYSICAL LOSS OF OR DAMAGE TO ANY ARTICLES FROM EXTERNAL CAUSE WHILE BEING CARRIED OR HELD IN STORAGE-IN-TRANSIT EXCEPT FOR CONDITION OF FLAVOR OR PERISHABLE ARTICLES, AND EXCEPT DOCUMENTS, BANK BILLS, NOTES, CURRENCY, MONEY, POSTAGE, STAMPS, LETTERS, OR VALUABLE PAPERS OF ANY KIND, JEWELRY, WATCHES, PRECIOUS STONES, OR METALS, OR ARTICLES OF PARTICULARLY INHERENT OR EXTRAORDINARY VALUE WHICH ARE NOT SPECIFICALLY LISTED ON THE BILL OF LADING, AND EXCEPT LOSS OR DAMAGE CAUSED BY OR RESULTING:

- (A) FROM AN ACT, OMISSION OR ORDER OF SHIPPER OR DELIVERY ADDRESS
- (B) FROM INSECTS, MOTH, VERMIN AND ORDINARY WEAR AND TEAR
- (C) FROM DEFECT OR INHERENT VICE OF THE ARTICLE, INCLUDING SUSCEPTIBILITY TO DAMAGE BECAUSE OF ATMOSPHERIC CONDITIONS SUCH AS TEMPERATURE AND HUMIDITY OR CHANGES THEREIN.
- (D) FROM HOSTILE OR WARLIKE ACTION IN TIME OF PEACE OR WAR, INCLUDING A HOSTILE ACT OF WAR OR DEFENDING AGAINST AN ACTUAL, IMPENDING OR EXPECTED ATTACK (A) BY ANY GOVERNMENT OR SOVEREIGN POWER OR BY ANY AUTHORITY MAINTAINING OR USING MILITARY, NAVAL OR AIR FORCES, OR (B) BY MILITARY, NAVAL OR AIR FORCES, OR (C) BY ANY SUCH GOVERNMENT, POWER, AUTHORITY OR FORCES; (2) ANY WEAPON OF WAR EMPLOYING ATOMIC FISSION OR RADIOACTIVE FORCE, WHETHER OR NOT IN TIME OF PEACE OR WAR; (3) INSURRECTION, REBELLION, REVOLUTION, CIVIL WAR, UPRISINGS, OR ACTION TAKEN BY GOVERNMENT OR MENTAL AUTHORITY IN HINDERING COMBATING, OR DEFENDING AGAINST SUCH AN OCCURRENCE OR SEIZURE OR DESTRUCTION UNDER PROVISIONS OF QUARANTINE OR STOWAGE REGULATIONS, CONFISCATION, BY ORDER OF ANY GOVERNMENT OR PUBLIC AUTHORITY OR RISKS FROM BOMB, FIRE, AND OTHER CAUSES OF DAMAGE TO THE SHIPMENT.
- (E) FROM STRIKES, LOCKOUTS, LABOR DISTURBANCES, RIOTS, CIVIL COMMOCTIONS, OR THE ACTS OF ANY PERSON OR PERSONS TAKING PART IN ANY SUCH OCCURRENCE OR DISORDER.
- (F) FROM ACTS OF GOD WHEN THE SHIPPER RELEASES THE VALUE OF EACH ARTICLE IN THE SHIPMENT TO A VALUE NOT EXCEEDING 60 CENTS PER POUND PER ARTICLE, OR
- (G) FROM BREAKAGE OF CHINA, GLASSWARE, BRACKETS OR SIMILAR ARTICLES OF A BRITTLE OR FRAGILE NATURE UNLESS PACKED BY THE CARRIER OR UNLESS SUCH BREAKAGE RESULTS FROM NEGLIGENCE OF THE CARRIER WHEN THE SHIPPER HAS RELEASED THE VALUE OF EACH ARTICLE IN THE SHIPMENT TO A VALUE NOT EXCEEDING 60 CENTS PER POUND PER ARTICLE.

SUBJECT IN ADDITION TO THE ABOVE, THE CARRIER SHALL BE LIABLE FOR LOSS OF OR DAMAGE TO ANY ARTICLES FROM EXTERNAL CAUSE WHILE BEING CARRIED OR HELD IN STORAGE-IN-TRANSIT EXCEPT FOR CONDITION OF FLAVOR OR PERISHABLE ARTICLES, AND EXCEPT DOCUMENTS, BANK BILLS, NOTES, CURRENCY, MONEY, POSTAGE, STAMPS, LETTERS, OR VALUABLE PAPERS OF ANY KIND, JEWELRY, WATCHES, PRECIOUS STONES, OR METALS, OR ARTICLES OF PARTICULARLY INHERENT OR EXTRAORDINARY VALUE WHICH ARE NOT SPECIFICALLY LISTED ON THE BILL OF LADING, AND EXCEPT LOSS OR DAMAGE CAUSED BY OR RESULTING:

- (1) (a) IN THE CASE OF SHIPMENTS MOVING AT MILEAGE RATES, THE AMOUNT OF THE ACTUAL LOSS OR DAMAGE NOT EXCEEDING \$1.25 TIMES THE ACTUAL WEIGHT (IN POUNDS) OF THE SHIPMENT, OR THE LUMP SUM DECLARED VALUE, WHICHEVER IS GREATER.
- (1) (b) IN THE CASE OF SHIPMENTS MOVING AT ROUTE RATES, THE AMOUNT OF THE ACTUAL LOSS OR DAMAGE NOT EXCEEDING THE LUMP SUM TOTAL DECLARED VALUATION SET FORTH ON THE FACE HEREOF.

SECTION 2. THE CARRIER SHALL NOT BE LIABLE FOR DELAY CAUSED BY HIGHWAY OBSTRUCTION, OR FAULTY OR IMPASSABLE HIGHWAYS, OR LACK OF CAPACITY OF ANY HIGHWAY, BRIDGE OR FERRY, OR CAUSED BY BREAKDOWN OR MECHANICAL DEFECT OF VEHICLES OR EQUIPMENT, OR FROM ANY CAUSE OTHER THAN NEGLIGENCE OF THE CARRIER, NOR SHALL THE CARRIER BE BOUND TO TRANSPORT BY ANY PARTICULAR SCHEDULE, MEANS, VEHICLE OR OTHERWISE THAN WITH REASONABLE DISPATCH, EVERY CARRIER SHALL HAVE THE RIGHT IN CASE OF PHYSICAL NECESSITY TO FORWARD SAID PROPERTY BY ANY CARRIER OR ROUTE BETWEEN THE POINT OF SHIPMENT AND THE POINT OF DESTINATION.

SECTION 3. SHIPPER SHALL: (A) BE LIABLE FOR ANY AND ALL CHARGES APPLICABLE UNDER CARRIER'S TARIFFS, AND PAY THEREFOR AS PROVIDED IN SAID TARIFFS; AND (B) INDEMNIFY CARRIER AGAINST LOSS OR DAMAGE CAUSED BY INCLUSION IN THE SHIPMENT OF EXPLOSIVES OR DANGEROUS ARTICLES.

SECTION 4. IF FOR ANY REASON OTHER THAN THE FAULT OF CARRIER, DELIVERY CANNOT BE MADE AT ADDRESS SHOWN ON THE FACE HEREOF, OR AT ANY CHANGED ADDRESS OF WHICH CARRIER HAS NOT BEEN NOTIFIED, CARRIER AT ITS OPTION, MAY CAUSE ARTICLES CONTAINED IN SHIPMENT TO BE STORED IN A WAREHOUSE SELECTED BY CARRIER AT THE POINT OF DELIVERY OR AT OTHER AVAILABLE POINTS, AND THERE HELD WITHOUT LIABILITY ON THE PART OF THE CARRIER, AT THE COST OF THE OWNER, AND SUBJECT TO A LIEN FOR ALL ACCRUED TARIFF AND OTHER LAWFUL CHARGES.

SECTION 5. IF SHIPMENT IS REFUSED BY CONSIGNEE AT DESTINATION, OR IF SHIPPER, CONSIGNEE OR OWNER OF PROPERTY FAILS TO RECEIVE OR CLAIM IT WITHIN FIFTEEN (15) DAYS AFTER WRITTEN NOTICE BY UNITED STATES MAIL ADDRESSED TO SHIPPER AND CONSIGNEE AT POST OFFICE ADDRESSES SHOWN ON FACE HEREOF, OR IF SHIPPER FAILS OR REFUSES TO PAY LAWFULLY APPLICABLE CHARGES IN ACCORDANCE WITH CARRIER'S APPLICABLE TARIFF, CARRIER MAY, AT ITS OPTION, EITHER (A) UPON NOTICE IN THE MANNER AUTHORIZED BY LAW, OR (B) AT PUBLIC AUCTION TO HIGHEST BIDDER FOR CASH AT A PUBLIC SALE TO BE HELD AT A TIME AND PLACE NAMED BY CARRIER, THIRTY (30) DAYS NOTICE OF WHICH SALE SHALL HAVE BEEN GIVEN IN WRITING TO SHIPPER AND CONSIGNEE, AND THERE SHALL HAVE BEEN PUBLISHED AT LEAST ONCE A WEEK FOR TWO CONSECUTIVE WEEKS IN A NEWSPAPER OF GENERAL CIRCULATION AT OR NEAR THE PLACE OF SALE, A NOTICE THEREOF CONTAINING A DESCRIPTION OF THE PROPERTY AS DESCRIBED IN THE BILL OF LADING, AND THE NAMES OF THE CONSIGNOR AND CONSIGNEE, THE PROCEEDS OF ANY SALE SHALL BE APPLIED TOWARD PAYMENT OF LAWFUL CHARGES APPLICABLE TO SHIPMENT AND TOWARD EXPENSES OF NOTICE, ADVERTISING AND SALE, AND OF STORING, CARING FOR AND MAINTAINING PROPERTY PRIOR TO SALE, AND THE BALANCE, IF ANY, SHALL BE PAID TO OWNER OF PROPERTY; PROVIDED THAT ANY PERISHABLE ARTICLES CONTAINED IN SAID SHIPMENT MAY BE SOLD AT PUBLIC OR PRIVATE SALE WITHOUT SUCH NOTICES, IF, IN THE OPINION OF CARRIER, SUCH ACTION IS NECESSARY TO PREVENT DETERIORATION OR FURTHER DETERIORATION.

SECTION 6. AS A CONDITION PRECEDENT TO RECOVER A CLAIM FOR ANY LOSS OR DAMAGE, INJURY OR DELAY, MUST BE FILED IN WRITING WITH CARRIER WITHIN NINE (9) MONTHS AFTER DELIVERY TO CONSIGNEE AS SHOWN ON FACE HEREOF, OR IN CASE OF FAILURE TO MAKE DELIVERY, THEN WITHIN (9) MONTHS AFTER A REASONABLE TIME FOR DELIVERY HAS ELAPSED, AND SUIT MUST BE INSTITUTED AGAINST CARRIER WITHIN TWO (2) YEARS AND ONE (1) DAY FROM THE DATE WHEN NOTICE IN WRITING IS GIVEN BY CARRIER TO THE CLAIMANT THAT CARRIER HAS DISALLOWED THE CLAIM OR ANY PART OR PARTS THEREOF SPECIFIED IN THE NOTICE, WHERE A CLAIM IS NOT FILED OR SUIT NOT INSTITUTED THEREON IN ACCORDANCE WITH THE FOREGOING PROVISIONS, CARRIER SHALL NOT BE LIABLE AND SUCH A CLAIM WILL NOT BE PAID.

DATE: 8/23/58  
 CONSIGNEE: [Signature]  
 RECEIVED BY: [Signature]  
 RECEIPT FOR GOODS: 000319



# Office of the Attorney General

Christine O. Gregoire, Attorney General

Statewide Toll Free Number: 1(800) 551-4636

Hearing Impaired: 1(800) 276-9883

Dear Consumer,

Enclosed is the consumer complaint form which you requested. Please complete it and return it with copies of documents relating to the problem. Send it to the nearest Consumer Resource Center listed at the top of the complaint form.

When your complaint is received, it will be reviewed by our staff. If it can be handled by our office, we will contact the business and ask for their response. If the business does not respond or chooses not to adjust your complaint, our office cannot require it to do so. You will then receive information on other possible means of resolving the complaint.

If your complaint concerns a subject normally handled by another agency, we will forward the complaint to that agency, and notify you of the transfer.

Some complaints deal with disputes over the details of a transaction rather than an actual violation of the law, and often our office is unable to handle such complaints. If that is the case with your complaint, we will inform you of other ways to work out the problem.

Your complaint will be kept in our files and will aid in determining the need for further action by our office. Your time in submitting this information is appreciated, and we hope our office can aid in resolving your complaint.

Consumer Resource Center



Christine O. Gregoire

# ATTORNEY GENERAL OF WASHINGTON

900 Fourth Avenue #2000 • Seattle WA 98164-1012

January 8, 1998

B R GEDDES  
PO BOX 2312  
LYNNWOOD WA 98036

Re: Duncan & Bros Moving Co  
File #10-97-23059

Dear B R Geddes:

Your complaint to this office regarding Duncan & Bros Moving Co has been assigned to me. I will contact the business for its response to your complaint and will then contact you. Normal handling of complaints takes about three weeks, although many businesses do make prompt adjustment of valid complaints.

If the business does not respond or declines to adjust your complaint, this office cannot require it to do so, nor does the Consumer Protection Act give us permission to act as your private attorney. Our office brings lawsuits in the name of the State of Washington against businesses for violating the Consumer Protection Act. Because both staff and budget are limited, only cases which involve the greatest harm to the public can be prosecuted.

If the office is unable to resolve this complaint, I will inform you of alternatives. If you need to contact me, please write to me and note your file number 10-97-23059, or call me at 206-464-6367.

Barbara Chambers  
Consumer Representative  
Consumer Protection Division

In Washington Call Toll Free  
800-551-4636  
For Hearing Impaired - TDD - 800-276-9883

000321



STATE OF WASHINGTON

DEBORAH SENN  
STATE INSURANCE COMMISSIONER



OLYMPIA OFFICE:

P.O. BOX 40256  
OLYMPIA, WA 98504-0256  
Phone: (360) 753-7300

OFFICE OF  
INSURANCE COMMISSIONER

January 2, 1998

DUNCAN BROS. MOVING  
6601-220TH S.W., SUITE 3  
MOUNTLAKE TERRACE, WA 98043

COPY FOR YOUR  
INFORMATION

RE: B.R. Geddes

Dear Sir/Madam:

Enclosed is a copy of a complaint our office recently received. Please review your policy and/or claim file and respond to all the issues raised in the complaint. If the claim has been resolved, please indicate how the claim has been resolved. If not resolved, indicate your plans for resolution. The response should include all available documentation that would help resolve any factual disputes. Include the amount(s) paid to date on behalf of the complainant(s) for each line of coverage.

A detailed written response within **15 working days** of your receipt of this letter is required under **WAC 284-30-360 and 650**.

Sincerely,

FREDERIC DENZER, CIC  
Insurance Compliance Officer, PC

FD:jc  
Enclosure

cc: B.R. GEDDES  
P.O. BOX 2312  
LYNNWOOD, WA 98036

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