



STATE OF WASHINGTON  
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION  
1300 S. Evergreen Park Dr. S.W., P.O. Box 47250 • Olympia, Washington 98504-7250  
(360) 664-1160 • TTY (360) 586-8203

February 1, 2011

David W. Danner, Executive Director and Secretary  
Washington Utilities and Transportation Commission  
1300 S. Evergreen Park Dr. SW  
P. O. Box 47250  
Olympia, Washington 98504-7250

RE: *Washington Utilities and Transportation Commission v. Metropolitan Movers, Inc. d/b/a  
The Family Movers*  
Commission Staff's Response to Application for Mitigation of Penalties  
Docket TV-101791

Dear Mr. Danner:

On January 4, 2011, the Washington Utilities and Transportation Commission (commission) assessed a \$1,500 penalty against Metropolitan Movers for violations of WAC 480-15-710, which requires that household goods carriers complete bills of lading in compliance with Tariff 15-C, and WAC 480-15-490(3), which requires that carriers follow the terms, conditions, rates, and all other requirements imposed by Tariff 15-C. There were two items out of compliance with WAC 480-15-710: (1) failure to record customer method of payment and (2) failure to clearly identify charges for materials. There were thirteen items for which the company charged unauthorized rates in violation of WAC 480-15-490(3): tape, sofa bags, chair bags, cardboard, carpet mask, stretch wrap, packing materials, paper pads, fuel surcharge, tariff transportation allowance, additional van charge, and storage in transit.

On January 21, 2011, Metropolitan Movers filed an Application for Mitigation of Penalties (Mitigation Request), waiving a hearing and asking for an administrative decision on the information it presented. For the reasons below, Staff supports a full suspension of the penalty conditioned on Metropolitan Movers fulfilling certain requirements.

In its Mitigation Request, Metropolitan Movers argues that the company will be working with commission staff to correct each of the deficiencies identified in the investigation report and comply with commission rules. Metropolitan Movers has agreed to attend commission-conducted household goods training. Metropolitan Movers stated that the company worked closely with the commission to resolve the one consumer complaint identified in the investigation report, and that "as a small business in a slow economy," the company "simply

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cannot afford to pay any additional unbudgeted expenses (fines).” The company does not dispute that the violations occurred.

Staff supports a full suspension of the penalty provided that Metropolitan Movers: (1) corrects each of the deficiencies identified in the investigation report and provides copies of all corrected forms to Staff no more than 30 days following the date of the Final Order on the Mitigation Request and (2) attends household goods training on April 26, 2011, in Olympia.

Because the violations appear to be inadvertent and not intended to defraud, mislead, or misrepresent Metropolitan Movers’ services to the public, and because Metropolitan Movers is taking immediate proactive steps to correct the violations identified in the penalty assessment, Staff recommends full suspension of the penalty provided the company fulfills the requirements outlined above.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sharon Wallace".

Sharon Wallace, Assistant Director  
Consumer Protection and Communications

# Household Good Training Registration Form

Cost: Free

Please print clearly

Company Name <b>METROPOLITAN MOVERS, INC.</b>	Company Address <b>10303 PORTLAND AVE. E. TACOMA, WA 98445</b>
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Participant Name	Phone	Email address
<b>RON CRONKHITE</b>	<b>253-537-8480</b>	<b>info@thefamilymovers.ca</b>

## 2011 Training Schedule

(Check which class you will attend – you are not limited to attend only one training)

Training times: 8:30am-5:00pm

Lunch: Noon – on your own

January 19 – Olympia

April 26 – Olympia

May 17 – Cheney

July 12 – Olympia

October 19 – Olympia

Print a copy for your records and send completed form to:

UTC – Consumer Protection

P.O. Box 47250

Olympia, WA 98504-7250

[consumer@utc.wa.gov](mailto:consumer@utc.wa.gov) Subject line: HHG Training Registration

For more information:

Suzanne Stillwell at 360-664-1103, [ssillwe@utc.wa.gov](mailto:ssillwe@utc.wa.gov)

Consumer Rules or Tariff 15C: Diana Otto at 360-664-1104, [dotto@utc.wa.gov](mailto:dotto@utc.wa.gov)

Safety Rules: Rick Smith at 360-664-1236, [rsmith@utc.wa.gov](mailto:rsmith@utc.wa.gov)



ORDER # 12555

**Non Binding Estimate**

**COMPANY DETAILS**

Name: The Family Movers / Metropolitan Movers, Inc.	Toll Free No.: 1-877-492-6551
Address: Corporate Office: 10303 Portland Ave. E.	Tel No.: (253) 537-8480
City: Tacoma	Fax No.: (253) 537-8481
State: WA	Email: <a href="mailto:info@thefamilymovers.com">info@thefamilymovers.com</a>
Licenses: MC#460087/USDOT#1006044/HG#005966	Web Site: <a href="http://www.thefamilymovers.com">http://www.thefamilymovers.com</a>

**CUSTOMER DETAILS**

Name: Test Test	Office No.:
Tel No.: (201) 944-5900	Fax:
Cel No.:	Email: <a href="mailto:roncronkhite@hotmail.com">roncronkhite@hotmail.com</a>

**SERVICE INFORMATION**

Order No.: 12555	Shipment Type: Residential
Pick up Date: 03/12/2007	Req Delivery Date: -
Packing Date:	Box Del Date:
Moving Consultant: Ron Cronkhite	No. of Items:
Type of Move : Local (10 miles)	No of Bedrooms : 3
No of Movers: 3	No of Trucks: 1

**ORIGIN SHIPPER**

Contact Person: Test Test
Tel No.: (201) 944-5900
Cel No.:
Address:
City: tacoma
State, Zip: Washington 98445
Elevator:
Stairs: 0
Long Carry: 0 ft

**DEST. CONSIGNEE**

Contact Person: Test Test
Tel No.: (201) 944-5900
Cel No.:
Address:
City: TACOMA
State, Zip: Washington 98401
Elevator:
Stairs: 0
Long Carry: 0 ft

**SERVICE QUOTE**

	Factors	Charge
Local Move (55 miles or less):	\$135.00 * 4 hr , Credit Card Rate: \$135.00	\$540.00
	<b>Sub Total:</b>	\$540.00
	<b>Payment Received:</b>	\$0.00
	<b>Balance :</b>	\$540.00

**UNDERSTANDING YOUR QUOTE**

**SPECIAL INSTRUCTIONS / REMARKS**

**RELATED DOCUMENTS**



Consumer Guide - Moving in Washington State



Your Rights and Responsibilities When You Move



1. Valuation plans  
2. Valuation Options



Moving Checklist/Ready to Move?



High value brochure



Arbitration Program Information

The carrier gave me a copy of the brochure  
"Consumerr Guide - Moving in Washington State"

\_\_\_\_\_  
SIGNATURE OF CUSTOMER

**UNDERSTAND YOUR QUOTE**

**IMPORTANT NOTICE:** A nonbinding estimate covers only the articles listed. If it is not binding, the cost of the move may exceed the estimate. If you request additional services to complete the move or add articles to the inventory, the household goods mover must prepare a supplemental estimate which will change the amount of the original estimate. Household goods carriers are required by law to collect transportation and other incidental charges. A household goods carrier may not charge more than twenty-five percent above its written non-binding estimate unless the household goods carrier prepares and you sign a supplemental estimate. Per UTC tariff, local move charges to include total move time + total travel time, terminal to terminal in 1/4 hour increments. Please note that cancellations may be assessed an administrative fee (if applicable), and may also be subject to dispatch charges at hourly rate if crew dispatched on day of move.

**PAYMENT:** The customer and carrier agree that payment, at time of delivery, will be made by customer. For convenience, payment may be made in advance. List payment types: Credit Card (Mastercard/Visa)

**Estimate:**

This shipment is moving under a binding estimate. This means the shipment is moving under a guaranteed price. Th e carrier will not charge more then the estimated charges without preparing a supplement estimate.

This shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on this estimate, the carrier must release the shipment upon payment of no more than 110% of the estimated charges and will extend credit for at least 30 days at which time the remainder is due. In no case will I be required to pay more than 125% of the estimate(plus any supplemental).

**LOSS AND DAMAGE PROTECTION (Valuation):** Customer must initial one option.

**Basic value protection** I release this shipment to a value of 60 cents per pound per article, at no cost to me. This means I will be paid 60 cents per pound for the net weight of the lost or damaged item, regardless of the actual value of the item.

**Replacement Cost Coverage with deductible** which includes a \$300 deductible paid by me. Th is option will cost \$\_\_\_\_\_. The value I declare must be at least \$5.00 times the net weight of the shipment.

**Replacement Cost Coverage with no deductible** at a cost of \$\_\_\_\_\_. The value I declare must be at least \$5.00 times the net weight of the shipment. I declare a total lump sum value for this shipment at \$\_\_\_\_\_.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Carrier Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Sincerely  
Ron Cronkhite / Relocation Specialist  
Toll Free: 1-877-492-6551  
Fax: (253) 537-8481  
E-mail Address: [info@thefamilymovers.com](mailto:info@thefamilymovers.com)  
Web Site: <http://www.thefamilymovers.com>



WG-003986

10301 Portland Avenue Warehouse #2 Tacoma, WA 98445 Phone: (253) 537-8480 Fax: (253) 537-8481

Order 1004

Pack \_\_\_\_\_ Load \_\_\_\_\_ Del \_\_\_\_\_ Sales \_\_\_\_\_ Coord \_\_\_\_\_ Job Code \_\_\_\_\_

Uniform Household Goods Bill of Lading

Customer: This bill of lading establishes a contract between you and the household goods carrier. It confirms instructions and authorizes the carrier to move, pack, store, and/or perform services shown. Before you sign this document it is important that you first read the entire document, including the back, and that you ask for an explanation of anything that is not clear or that is different from any previous information received from the carrier or carrier's representative(s). This contract is subject to conditions on the back of this form.

From: Customer, Address, City/State/Zip, H/Phone, Cell, W/Phone, Pager, email, Add'l Pickup, Billing Address. To: Customer, Address, City/State/Zip, H/Phone, Cell, W/Phone, Pager, email, Extra-Stop, Other.

Hourly Rated Moves

Table with columns: Day, Vans, Personnel, Start, Arrive, Breaks, Depart, End, Total Hrs, Rate, Charges.

Storage

If shipment will be placed into storage, the customer must initial option selected.

Shipment is to be placed in storage for a period of 90 days or less (Storage-In-Transit). I understand that on the 91st day of storage the shipment becomes permanent storage. The storage location will be... Shipment is to be placed in storage for more than 90 days. I certify that I have requested Storage-In-Vehicle for a period of... days at an agreed upon rate of \$... per day.

Storage in Transit, Trans to/from Whse, Storage per month, Whse Handling in/out, Add'l Valuation, Permanent Storage, Labor, Storage per month, Whse Handling in/out, Add'l Valuation, Pickup/Load Vaults, Oversized Items, Storage, Delivery of Vaults.

Mileage Rated Moves

Actual Shipment Weight, Billed Shipment Weight, Long Carry, Stairs/Elevator, Extra pickup/del, Piano/Organ Carry, Overtime Labor, Mileage, Other.

Materials, Additional Services

Dishpacks, Less than 3.0 cuft ctns, 3.0 cuft ctns, 4.5 cuft ctns, 6.0 cuft ctns, Wardrobe ctns, Crib matt carton/cover, Single matt carton/cover, Double matt carton/cover, Queen matt carton/cover, King matt carton/cover, King box ctn, Mirror ctn, Lamp Carton, Plasma TV Carton, Crates cuft, Appliances, Add'l Labor, Ferry or Bridge Toll.

Declarations (Customer must initial preferences)

LOSS AND DAMAGE PROTECTION (Valuation): The customer must select and initial only one of the following options: Basic Value Protection, Replacement Cost Coverage with Deductible, Replacement Cost Coverage with no Deductible. Estimates: The customer must initial option selected. I understand this shipment is moving under a binding estimate and that I will be required to pay the amount shown on the estimate. I understand this shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on the non-binding estimate given me by the carrier, the carrier must release the shipment to me upon payment of no more than 110% of the estimated charges and will extend credit for at least 30 days in which I must pay the remainder due. In no case will I be required to pay more than 125% of the estimate (plus any supplements) for mileage rated shipment, or more than 125% of the estimate plus supplements for hourly rated shipments.

I declare a lump sum total dollar valuation of this entire shipment at \$ \_\_\_\_\_

I have read and understand this contract thoroughly, and release my goods to the carrier subject to the terms and conditions above.

Subtotal Moving, Packing, Materials, Storage Charges, Additional Valuation, Fuel Surcharge, Total Relocation Charges, Total Amount Paid, Balance Due.

Method of Payment:

Cash, Check

Comments

All goods were received in good condition, except as noted on this contract or on the inventory form.

Release of Goods/Customer Date

Receipt for Goods/Driver Date

Receipt for Goods/Customer Date