

September 25, 2002

Citation of Rules

WAC 480-15-620(i)

Carrier did not give me a brochure "Your Rights and Responsibilities as a Moving Company Customer."

WAC 480-15-690 (i)

JA has been estimated to move at \$2,618.16

The Uniform Household Goods Bill of Lading of 3.26.2002 request \$3,500.-.

Supplemental Estimate show \$5,081.70 to pay
I signed this paper under Force by the worker (doress) ^{under}
this was never agreed upon in Advance.

WAC 480-15-710 The Bill of Lading was left behind

by the worker, it was never signed by me or the household goods carrier.

Supplemental Copies are submitted by All My Sons Moving and Storage Co., which I never seen before.

Request for Relief;

I request the Commission require the Moving Co. to comply with the request of Commission Staff to honor the request of \$2,897.98 payment as stated in the informal Complaint File # 76701.

Gertrude M. Taut

STATE OF WASH.
UTIL. AND TRANSFER
COMMISSION

02 SEP 25 PM 3:14

RECEIVED
RECORDS MANAGEMENT

Gertraude M. Taut
PO Box 44322
Tacoma, WA 98444-0322

September 25, 2002

RECEIVED
RECORDS MANAGEMENT
02 SEP 25 PM 3:14
STATE OF WASH.
UTIL. AND TRANSP.
COMMISSION

All My Sons Moving and Storage
Mr. Kermit Escibano—Owner
8637 S. 212th Street
Kent, WA 98031

To Mr. Escibano:

I am in receipt of your letter dated 9/12/2002. Please be advised a formal complaint against your moving and storage company has been submitted to:

The Secretary of the Washington Utilities and Transportation Commission
1300 S. Evergreen Park Dr. SW
PO Box 47250
Olympia, Washington 98504-7250
PH. (360) 664-1160

As of September 25, 2002, as you well know, the informal investigation is completed and still you chose not to comply with the decision of Mr. John Cupp, Consumer Program Specialist of the Washington Utilities and Transportation Commission.

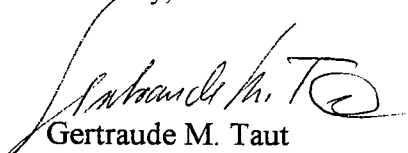
Please be advised any Auction Procedure of my household goods you may initiate are not allowed by statute. Should you proceed in this manner you will be held responsible for any damage caused.

I have rented an apartment April 1, 2002, with a storage area large enough to hold all my belongings. I have paid for this area since April 1, 2002. Your conduct of business made it impossible to settle this issue. You overcharged me then and you are asking me now to pay for holding my belongings hostage. This issue was concluded at the Washington Utilities and Transportation Commission on September 12, 2002, in an informal complaint (File #76701).

Since, you choose to escalate the issue by asking me to pay \$5,066.81 instead of \$2,897.98), a formal investigation has been initiated. A copy is transmitted to you via fax and by postal route to your address at All My Sons Moving and Storage at the above address.

I am truly sorry this cannot be settle in any other way.

Sincerely,


Gertraude M. Taut



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

File #76701

September 12, 2002

Gertraude Taut
P.O. Box 44322
Tacoma, WA 98444

Dear Ms Taut,

I am writing to share the results of the informal complaint you filed against All My Sons Moving and Storage. In your complaint you claimed that the company was trying to charge you \$5,081.70, when your original estimate was \$2,618.16. Further, you claimed that the company avoided you when you attempted to pay for the move in person at the company's office.

My investigation found that the company was only allowed to bill you 25% over your original estimate for the move, and 15% over for packing.

	Estimate
Moving cost:	\$1,313.40 + 25% = \$1,751.20
Packing	\$974.76 + 15% = <u>\$1,146.78</u>
	\$2,897.98

This brought the total the company is allowed to charge for your move to \$2,897.98. All My Sons has agreed to send you a bill for \$2,897.98 for packing and moving your household goods.

In regards to the attempted payment, the company acknowledges your visit to its office, but claims that you were unable to pay for the move. I am not able to determine what really happened in this issue. This may need to be settled in civil court.

I have enclosed a copy of your complaint for your information. I have closed the complaint. Please call me toll free at 1-800-562-6150 if you have questions.

Sincerely,

John Cupp
Consumer Program Specialist

Enclosure

cc: Kermitt Escribano
All My Sons Moving & Storage



questions.

Sincerely,

John Cupp
Consumer Program Specialist

Enclosure

cc: Kermitt Escibano
All My Sons Moving & Storage

***** 09/12/2002 10:48 AM Fax: John Cupp >> Jim Bergstrom**



Jim,

Per our conversation this morning, I am sharing the resolution of this complaint.

I have noted several violations in this complaint:

-WAC480-15-620(1)

Carrier must give each customer a copy of the Commission brochure, "Your Rights and Responsibilities as a Moving Company Customer." Customer says the carrier did not give her this brochure.

-WAC480-15-690(1)

Carrier may not charge more than twenty-five percent above its written nonbinding estimate for an hourly rated move nor fifteen percent above its written nonbinding estimate for accessorial services. Company attempted to charge substantially more than this rule allows.

-WAC480-15-710

Carrier must issue a bill of lading for each shipment of household goods it transports. Company could not provide a copy of a signed bill of lading.

Please feel free to comment on the violations.

Also please note that with the lack of a signed bill of lading there is a lack of evidence the customer's choice of valuation options. According to the Household Goods Tariff, Item 90(5)(b), "If the customer fails to select a level of valuation protection on the bill of lading, depreciated value protection will be the default level in the case of a loss or damage claim."

In my phone conversation with you this morning, I also mentioned that I have sent a letter to the customer and cc'd Kermitt. This letter will go out in the mail today.

I am closing the complaint. Please let me know if you have questions or comments.

Thank you,

John Cupp

as a Moving Company Customer."

Customer says the carrier did not give her this brochure.

Company has been notified of the violation.

***** 09/12/2002 07:39 AM Violation: 480-15-690(1) -**



Carrier may not charge more than twenty-five percent above its written nonbinding estimate for an hourly rated move nor fifteen percent above its written nonbinding estimate for accessorial services.

Company attempted to charge substantially more than this rule allows.

Company has been notified of the violation.

***** 09/12/2002 07:46 AM Violation: 480-15-710 -**



Carrier must issue a bill of lading for each shipment of household goods it transports.

Company could not provide a copy of a signed bill of lading.

Company has been notified of the violation.

***** 09/12/2002 09:45 AM Letter: John Cupp >> Customer, cc to company**



September 12, 2002

Gertraude Taut
P.O. Box 44322
Tacoma, WA 98444

Dear Ms Taut,

I am writing to share the results of the informal complaint you filed against All My Sons Moving and Storage. In your complaint you claimed that the company was trying to charge you \$5,081.70, when your original estimate was \$2,618.16. Further, you claimed that the company avoided you when you attempted to pay for the move in person at the company's office.

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I have enclosed a copy of your complaint for your information. I have closed the complaint. Please call me toll free at 1-800-562-6150 if you have

through.

*** 09/05/2002 02:16 PM Fax: John Cupp << Jim Bergstrom



Received Jim's letter which outlines the charges on the bill the company plans to send to Ms.

*** 09/05/2002 03:25 PM Phone: Diana Otto << Mrs



Mrs called - complained that nothing is being done on her complaint and she has been waiting months to resolve this. I explained to her that I knew that was not true because John and I have been working together on her complaint. She said she had no problem with John, but the company wasn't resolving the issue and wasn't doing what it was supposed to. I explained that I knew that John told her just a short time ago that he had a discussion with the company's owner about a week ago and is attempting to get him to send out a bill to her. She said the co isn't doing it and we aren't making them. I explained that John can not force the company to do anything through an informal complaint. However he is attempting to get the company to send a bill.

Mrs said she wanted the complaint escalated. I explained that the complaint has no where to escalate. The next step, if she is dissatisfied is through a formal complaint. I explained what a formal complaint was, that it needed to find the co in violation of a rule, law, tariff or Commission order. She said she wanted me to file the formal complaint. I explained that I could not. That she needed to and that we would send her a copy of the formal complaint fact sheet; the rules of procedure WAC 480-09, and that she has to file a legal document - the complaint. I explained that attorney's are not required, but she may want to have one as it is a legal proceeding with testimony and exhibits, and the company have have it's attorney present. She wanted the form. I explained there is no form. It will be her responsibility to file a legally formatted formal complaint. I explained that the rules of procedure will tell her how many copies to file, etc.

She said she has nothing from us in writing stating what the outcome of the complaint has been. I explained that we normally do not provide written outcomes, but could send her a copy of the complaint form. She wants a letter. I agreed to have John write her a letter with his findings. I told her I would have him include a copy of the text of the complaint, the formal complaint fact sheet, and the rules of procedure. She said ok.

*** 09/11/2002 12:53 AM Phone: John Cupp >> Jim Bergstrom



I called Jim and told him that I had not responded to his fax yet because I am unsure about the part that says the company can auction the HHG if the customer does not pay withing fifteen days of receipt of the bill. Jim said he will let me know where he got that language.

*** 09/11/2002 01:03 PM Phone: John Cupp << Jim Bergstrom



Jim said the language regarding the fifteen days is in the UTC's HHG tariff, Item 95. *Section 5 (3) Uniform Household Goods Bill of Lading*

*** 09/12/2002 07:36 AM Violation: 480-15-620(1) -



Carrier must give each customer a copy of the Commission brochure, "Your Rights and Responsibilities

*** 08/28/2002 03:11 PM Email: John Cupp >> Kermitt



I asked Kermitt if he has billed the customer yet. He said he talked to her and he has not been able to get any money out of her. I asked if he had sent her a bill yet, and he said he has not and asked if he should. I told him I think he should show her what he feels she owes in writing. Kermit said he doesn't remember now how much he can bill her. I told him that we had agreed to going 25% over his original estimate and 15% over on the packing, plus storage. Kermitt said he had the supplemental bills of lading to go off of. I told him that the last time I spoke with him and with Jim Berstrom, I told them that I do not consider their supplemental bill of lading valid. At that point Kermitt said he needed to talk to Jim and put me on hold. He came back on after a few minutes and said he just wants to get this lady's stuff out of his storage, and asked how much I had figured he could charge. I told him, and he said he needs to charge her for all storage to date. I told him that I am not able to determine how many months of storage he can charge, and why. He said he will send her a bill and send a copy to me.

*** 08/28/2002 03:14 PM Voice Mail: John Cupp << Jim Berstrom



Jim asked me to call him to go over some things before he mails a bill to the customer.

*** 08/28/2002 03:47 PM Phone: John Cupp >> Jim Bergstrom



Jim said he remembers what he and I had agreed on earlier regarding what this customer should pay, and apologized that Kermitt did not remember. Jim said he agrees with the amount I mentioned, working off of the original estimate. He said he is going to put in a paragraph that says the customer ignoring the bill bill result in the goods being listed in the newspaper and auctioned. Jim said he will fax a copy of what he plans to send to the customer, and will wait for my approval before he mails it tomorrow.

*** 08/29/2002 04:27 PM Phone: John Cupp >> Jim Bergstrom



Woman who answered the phone said Jim is out of the office until 7 am tomorrow. I asked, and she said he does not have voice mail. I told her I will call back.

*** 09/05/2002 02:07 PM Phone: John Cupp >> Customer



I told Ms that I spoke with Kermitt from All My Sons Moving last week and asked if he had heard anything from her since he sent her a bill, when he asked me if he was supposed to send a bill. I told him yes, the customer needed to be sent a bill. He said he would send a bill in the amount stated on the Supplemental Bill of Lading. I reminded Kermitt of our agreement to go off the original estimate. Kermitt said there was no such agreement, so I asked him to put Jim Bergstrom on the line. Jim remembered the agreement, but said he had not sent a bill. I told her that he had sent me a letter which outlined what she was to be charged. Ms asked if I would send her a copy of the letter, which I agreed to do.

*** 09/05/2002 02:12 PM Fax: John Cupp >> Customer



Sent copy of letter from All My Sons Moving. Tried twice, fax did not go

*** 07/16/2002 12:35 PM Phone: John Cupp >> Customer



Called cell number, got recording saying the line is temporarily out of service.

*** 07/16/2002 12:36 PM Voice Mail: John Cupp >> Customer



Told Ms that I have been in further contact with the company. I told Ms that when I spoke with her last I didn't realize the company could only mark up the packing charges 15% over the written non-binding estimate, not 25% as I had mentioned to her. I told her that the move itself can be marked up 25%. I told Ms that the total cost of the move, with the mark ups, is \$2897.98.

I told Ms that the company insists that all storage fees to date are valid. I explained that I do not have the information from her or the company to determine whether this is proper, and it is between her and the company. I told Ms she can call Jim Bergstrom at 206-444-9000 if she wants to negotiate. I pointed out that the company is right in demanding money before the household goods are released.

*** 07/22/2002 01:59 PM Phone: John Cupp << Customer



Ms called for an update. I told her that the message I left for her on 7/16 was the latest news. Ms went into a long monologue about how the company can get away with murder and the Commission does nothing about it. She says I have done nothing to punish the company for what it has done to her.

I told Ms that I have not let the company get away with charging her with \$5081.70, and is only allowed to charge her \$2897.98 for the move. She said that she will pay the company and the stuff in the storage will not even be hers. I told her that the rules say she has to pay for the move before the company has to deliver her household goods. She said it is not her fault that she has not paid. I told her that we have been over this subject, and repeated that her version of the story is the opposite of the company's version, and it is not up to me to determine who is telling the truth. I told her that the one fact I have that she and the company can agree on is that she has not yet paid any money for the move, and the company does not have to release her belongings until it gets paid. Ms tried to explain why she hadn't paid, and I told her that I already have her side of that story and the company's side, and I have explained that I can't determine who is telling the truth.

I explained to Ms that, as far as punishing the company goes, it is out of my department. I told her that I will cite several violations of state rules that the company did not follow in this case, but punishment is not my job. I told her that I will recommend that this company's practices be looked into, but it is not up to me to determine whether the company's permit will be renewed or whether monetary penalties will be imposed.

Ms said she knows there will be damage to her household goods and the company will not insure it. I told her that I believe the company will be required to provide Depreciated Valuation Protection, which is a step up from the \$.60/pound coverage which she was getting.

I told Ms that what I will do is write a letter to the company, and cc her. I told her that I will ask the company to bill her according to the guidelines I laid out. I explained that it will then be up to her to pay the bill if she wants her household goods.

I told Jim that I went over the paperwork, rules and tariff again, and that I had come up with what I thought may be a fair settlement of the complaint.

I told him that when I spoke with Kermitt yesterday I had said the non-binding estimate can be increased legally by no more than 25%. What I hadn't thought of was that the portion of the estimate for packing can only be increased by 15%. I told Jim that I will type up the figures I came up with and fax them to him.

I told Jim that I will not be able to say exactly how many months of storage the company should be allowed to charge for, and her is why: According to the customer, she tried to pay in person, and Kermitt snuck out the back door. According to the company, the customer came in when she was supposed to pay, and did not have the funds. I told Jim that I am not a judge or jury, and I cannot say who is right or wrong regarding this contradiction in stories. According to the customer's story, she could have paid and her goods could have been released, which would have resulted in no further storage fees. According to the company's story, the customer could not pay to have the goods released, and the storage fees apply.

I told Jim that I have found numerous violations of the WAC in this complaint, mostly involving paperwork.

***** 07/03/2002 11:42 AM Fax: John Cupp >> Jim Bergstrom**



Jim,

Per our conversation this morning, I have gone over the complaint and related documents again. Here is what I came up with, using the non-binding estimate:

	Estimate
Moving cost:	\$1313.40 + 25% = \$1751.20
Packing	\$974.76 + 15% = \$1146.78
Storage	\$330.00 per month

I need to know for sure how many months of storage the company intends to demand payment of.
Let me know and I will pass the information to the customer.

Thank you,
John Cupp

***** 07/11/2002 12:09 PM Phone: John Cupp >> Company**



Gentleman who answered told me Jim was on a conference call. I asked that he tell Jim that I sent a fax on 7/3, and I'm waiting for a response. Mr said he will give the message to Jim.

***** 07/16/2002 12:27 PM Fax: John Cupp << Jim Bergstrom**



Received one page fax from company.

Jim says the company is willing to accept the amounts I outlined in my fax to the company on 7/3. He says the company expects the customer to pay for all storage, from the time of the move to present.

<<copy to hard file>>

document I see that remotely looks proper is the written estimate from last October, and Ms says she was told that it had expired and the company would not honor it anymore. Kermitt said yes, the estimate had expired. I responded that the supplemental estimates are nothing, they can only supplement a valid estimate. I also mentioned that the supplementals appear to have been signed after the move, when the law says they must be signed before the work can be performed, so I feel the supplemental estimates are no good. Several times in this conversation, Kermitt wanted to explain to me how much trouble this customer was to deal with, how she sent one truck back because he had sent three, and how she made so many demands regarding the packing and the moving process. He said he kept telling her that it was going to cost quite a bit more and she told him to bill her. I told Mr that the rules concern paperwork, and I was not around to witness the conversations between the customer and the company.

I told Kermitt that I see the written estimate, and if you add 25% to that, you get \$3490+. He said "plus supplemental estimate."

I asked Kermitt what he feels the customer should have to pay, bottom line, before he releases her household goods. He put me on hold for a while, and came back with a figure of \$6236.20, which includes 3 months of storage at \$330 per month. He asked what I thought of this figure. I told him that I can't support it with the rules, because his supplementals do not appear to have been signed before the work was performed, I cannot uphold them in this complaint. He asked what I think is fair, and I told him the written estimate plus 25%, plus storage fees. Kermitt said he would settle for the \$3500 plus two months of storage, even though the goods have been in storage for over three months.

Kermitt said he will settle for the \$3500 plus two months of storage fees. He said she will need to pay for the move from the storage facility to her apartment.

Kermitt stressed that this was a very difficult customer to deal with. He said he does not want to sell her belongings, but he wanted to get her attention and try to get some money from her. He told me that she was so hard to deal with, when he sent three trucks to try and get her moved she sent one of the trucks back.

I told him that I need to talk to the customer and will get back to him later.

***** 07/02/2002 01:50 PM In Person: John Cupp >> Customer**



I asked Ms about send one of the moving trucks back. Ms said she did, because the company sent three, and one of them was blocking access to the apartments.

Ms said she will pay \$3500 plus one month of storage. She says any more of that and Kermitt can take her to court.

I told Ms I will deal with the company some more and get back to her. She asked that I write her a note.

***** 07/03/2002 09:13 AM Phone: John Cupp >> Jim Bergstrom**



I explained to Jim that Kermitt and I had spoken yesterday, and asked if he wanted me to talk to Kermitt this morning. Jim said Kermitt had gone over his conversation with me, and Jim felt comfortable talking to me about the complaint.

he can and that she has no complaint with him.

***** 06/25/2002 03:17 PM Phone: Diana Otto >> Nancy**



called Nancy - advised that I and John both spoke with the customer and what remedy we had arrived at which is to provide interim updates and copies of any documents between the UTC and the company. Nancy was fine with this and said she needed no further updates from us.

***** 06/27/2002 10:36 AM Action: John Cupp**



-Customer says she was not given a copy of UTC brochure, "Your Rights and Responsibilities as a Moving Company Customer." - WAC 480-15-620(1) <bill of lading does not indicate that this brochure was offered>

-Company did not provide a signed bill of lading. - WAC 480-15-710 <copy provided by company was not signed by customer or company>

-In regards to WAC 480-15-740:
Customer did not initial choice of payment options, estimates, valuation or storage.
No address showing where the shipment was unloaded.

***** 07/02/2002 12:45 PM In Person: John Cupp << Customer**



Ms came to UTC. She had a copy of a letter from All My Sons, dated 6/20/02. The letter acknowledges the customers 6/5/02 letter to the company.

The letter points out that the company had not received payment or any services rendered, and the company has begun auction procedures to collect for charges. The letter says "per regulation" she has 15 days from the date of the letter to settle the account. <<copy of letter to hard file>>

Ms asked me to write her a letter, showing that she has a complaint open with the Commission. I agreed to do so.

Ms told me to write a letter to the company while she sat and waited, and told me what to say in the letter. I told Ms that I may write a letter to the company, but I would not type it while she was sitting there, and if I do type a letter to the company I will cc her. Ms said this would be fine.

I told Ms that I will call the company and discuss the letter and her complaint. Ms asked me to use the speakerphone so she could hear. I told her that I do not include the company in my calls to her and do not think it's proper to let her listen in to what the company is saying. Ms said OK.

***** 07/02/2002 01:30 PM Phone: John Cupp >> Kermitt - All My Sons**



I called and asked for Jim Bergstrom. The receptionist asked who was calling. I identified myself, and Kermitt came on the line.

I told Kermitt that this customer was in my office, and that she was very concerned because of the letter saying her household goods are going to be auctioned. Kermitt said yes, Ms hasn't paid a dime for the move. I told Kermitt that the customer has not received a bill of lading. He said it was because she refused to sign the bill of lading. I told him that the only

Yes.

I asked if she changed any of the belongings or what was to be packed after the estimate and upon the company's arrival for the move? She said yes, she had packed some things which she didn't expect to, but the company unpacked them and re-packed them in some cases using her own boxes. I asked why the company re-packed. She said that the company policy is that if they don't pack the boxes themselves, they won't be responsible for loss.

I asked if a supplemental estimate was provided to her? Yes, after the work was completed.

I asked if Mrs signed the sup. estimate? Yes, under duress. She said the company threatened to not give her the belongings unless she signed the sup. estimate. She said she wrote on it that she was signing under duress. There were 6 crew men stating she had to sign. One was on the phone with Kermitt, the owner, who told the crew guy to not allow her to write anything but her signature on the document. She wrote it anyway. Mrs says that she has the original. She said that the company's document provided to John by the company has that erased. She said that all the company's documents are forged. She said they don't have the original, so they had to make them up because they forgot them with her. The second crew came in and didn't know that the first didn't have them. They just left without them.

I asked if the move was mileage rated or hourly? She didn't know. I asked if the distance of the move was within 35 miles? She said she moved from Parkland to Tukwila. She wasn't sure of the distance. I asked when was the move? 3/26/02 and 3/27/02. She said she began at 5pm on the 26th and left at 11pm on the 27th.

Mrs said that she had the company moving her precious belongings, some antiques, some priceless things that can't be replaced which she had to get special permission to move out of the orient, etc. I pointed out that generally customers should move those types of objects themselves. Did she not know that? She said she did not know that. She said that she has been moved many times by the military -- everything was loaded and everything arrived at the other end. Mrs is very, very, worried that her things are being stolen or loss and the longer the complaint takes the more worried she gets.

I explained the process of working the complaint and that I can not tell her when we will finish. She said that John had told her that too. I agreed that John or I would give her interim updates and/or copies of documents between the Commission and the company. However, I did explain that we normally do not give interim updates because the more we talk with the customers throughout the process the less time we have to work to actually resolve the complaints. We prefer to work complaints and provide a final findings -- it is the most efficient way. She understood.

I explained also about valuation and damages - what is under our authority and what isn't.

Mrs had calmed down by the end of the call and seemed satisfied that John and I, together, would do our best to get this to resolution as soon as possible.

I explained that whatever the resolution, we would provide it both to the company and to her. I explained that if the company has done something wrong, and we are able to prove it, I believed the company will do what the Commission asks it to do. And whatever she needs to pay, we will figure out and when she pays it, she will no doubt get her belongings back. If not, it will be a civil matter.

Mrs wanted me to know that she thinks John is a good guy and is doing the best

would not, she had told me, "I don't even know who you are, I will only file a complaint in person." Ms seemed to remember this and changed the subject, telling me that I had told her that this complaint would be resolved very quickly. I told her that I would never tell a complainant such a thing, and apologized if I said something that implied any such thing.

I told Ms that it is pointless to argue about how I am handling the complaint, and asked her to give me a chance to get a response from the company regarding the document copies it sent me. Ms said she has nothing personal against me, and that she thinks I am probably doing a good job but she would like to speak with my supervisor. I transferred to call to Diana Otto.

*** 06/25/2002 12:10 PM Phone: Diana Otto << Mrs



Mrs asked John for his supervisor. I spoke with Mrs for 45 minutes about her complaint. She started by explaining to me that faxed info, telephone calls, etc., between the company and the Commission was not satisfactory. I explained that this was an informal complaint and that is the appropriate way to process the complaint. Mrs feels that faxed documents, photocopied documents, etc. are not legal. I said that they are and the Commission even accepts them in formal proceeding. I explained that there is no other way to work the complaint. She wants us to have the original documents (bill of lading, estimate, sup. estimate, etc) for her move. She explained to me she has the originals because the company did not take them with them. They overlooked taking them. I asked if she had provided them to John? Yes. She complained that the complaint is taking too long and she feels her belongings will be sold because she has not paid. I told her the company must not do that while the complaint is being investigated. She wanted to know what proof we had that it won't happen. I told her I have no way of proving it. She wanted proof that her things are actually in storage because she doesn't believe they are. She says the company won't let her look, but then later she said they attempted to show her the cartins the belongings are in, but she said she didn't get to look inside. She said her couch is 12 ff long and it wouldn't have fit in the cartin, so she believes it has been sold/that the co doesn't have it or her other belongings that are too big for the cartins. I told her I can't prove any of it from here, but that if she is truly concerned she can pay the amount owing and then get her things back. If the company overcharged her, we would then make it refund. She refused. She said that she sent them a check and it was returned to sender. She won't send another one. There was much discussion about the fact that the company is using two addresses. I pointed out the company has a storage facility and a business office. Perhaps she sent the check to the wrong address or the wrong facility. She said she sent the check to Kent. They should have taken it. She also said she send paperwork to John and it came back returned to sender. She mailed them again (I confirmed they arrived yesterday with Sheri of our staff).

Mrs stated that the estimate said \$2,618 and the bill is for \$5,081.70. She said the company sent two different crews and 3 trucks to do one truckfull of belongings. Her things were spread over 3 dif. trucks and the company left a bed frame in her garage that isn't her's. She believes if they did that, what have they done with her goods. She said the crews were so tired from working so long that one crew slept on her living room floor and she had to wake them to get them going because she needed to finish up to leave.

I asked Mrs if she had received a rights & resp. brochure from the company?
No, never.

I asked if the company did a visual inspection when preparing the estimate?

Ms says the letter she mailed to the company as well as the copy to me were returned to her by the post office. Ms said she sent the letter to the company's Tukwila address. She had the wrong zip code for the UTC. She will send the letters again.

*** 06/25/2002 11:40 AM Phone: Diana Otto << Nancy Moen, UTC



rec'd voice mail from Nancy stating that Mrs called for the Commissioners and Nancy got the message. Mrs complained that she moved in March, opened a complaint in April with John, and nothing is happening. She does not want a call back from Nancy or anyone else, she wants a written response of what is happening on her complaint. She said the company has her things in storage and won't give them up and the company's personnel run out the back door when she comes to the front door. According to Nancy, she went on for about 15 minutes, very upset.

*** 06/25/2002 11:40 AM Phone: John Cupp << Customer



Ms was very upset because she called yesterday and I did not return her call. I apologized, said I did promise to call her, but I had to leave work early yesterday because I became ill. Ms said she does not need my excuses and this complaint needs to be resolved now.

I told Ms that I understand that this is a very emotional issue for her, but the company has five business days to respond to my inquiries by law. Ms said it is not proper for me to allow the company to respond by fax, that I need to make the company respond in writing because only original documents will stand up in a court of law. I told Ms that I will allow the company to respond via fax, telephone or e-mail if necessary, and explained that these are proper forms of communication in an informal complaint. Ms said this will not hold up in front of a judge. I explained that this is not a court of law, it is an informal complaint.

I told Ms that I was waiting for the letter she told me she had sent and I was going to contact the company once I had the letter in my hand. She got real upset that I hadn't gotten it yet and implied that this was something else that I had done wrong. I told her that I was gone yesterday and came in a little late this morning, so it could be in my mailbox. She asked me to check my mail, which I did, and found the letter.

I told Ms that I am trying to look out for her best interests, and offered to call Jim Bergstrom right away. I told her that I cannot promise to call her with a resolution to her complaint this afternoon, but I will commit to calling her and telling her anything that I learn. Ms said this will not do, and asked me why I am dealing with someone other than Kermitt. I told her that Jim Bergstrom is the Commission contact. Ms told me this is wrong, that I need to deal with the owner of the company. I told her that I am dealing with the person at the company who is responsible for handling informal complaints. Ms said this is not right, and it is just another way that the owner is getting around being responsible for anything.

Ms said she would never had opened a complaint if she had known that I would do nothing for her. She said this has been going on for four months and she has gotten nowhere. I told her that she did not open this complaint until May 8. She said it should have been opened on May 6, but when she called the UTC she got no response so she had to wait until the 8th. I reminded her that when she called on the 6th, I offered to open a complaint for her over the phone and she

I told Ms that I have gone over her complaint and I went over the paperwork with my boss. I told her that we came up with further questions for the company, and I will need to fax them and allow the company two business days to respond. Ms says this is fine and she will expect to hear from me next week.

***** 05/23/2002 02:44 PM Fax: John Cupp >> Jim Bergstrom**



Sent a memo to Mr Bergstrom, told him I need readable copies of all the paperwork regarding this complaint.

***** 05/24/2002 08:13 AM Fax: John Cupp << Jim Bergstrom**



Received copy of the original estimate, a supplemental estimate dated 3/27, and two bills of lading.

There are differences between the copies from the company and those provided by the customer. The original estimate looks the same as the customer-provided copy. Differences in other documents are:

-Bill of lading. (BOL number 10394)

Customer copy has typewritten information, such as BOL number, move date, customer name and address. These are handwritten on the company copy. The time records are different.

The customer copy shows initials under some of the options, the company copy is not initialed, there are check marks.

The customer initialed that she was moving under a binding estimate. The company copy shows a check mark on the space indicating a non-binding estimate. The company provided a second bill of lading, #10395. The customer had not provided a copy of this document.

Neither copy from the company has the shipper's signature.

-Supplemental Estimate

Company copy shows move date of 3/26, estimate date of 3/27, estimator and driver blanks are filled in with the name Alex. These spaces are blank on the customer copy.

There is a line on the company copy on which, "Extra Charge" is handwritten. This is not on the customer copy.

Blanks are filled in on the company copy for number of additional hours (15) and packing material (300)(?). These are not filled in on the customer copy. Customer copy says, "Signing this under duress" above her signature. The company copy just shows the signature.

***** 06/06/2002 11:53 AM Phone: John Cupp >> Customer**



Ms says she has mailed a letter to me and enclosed is a copy of a letter she has sent to the company.

I asked Ms if she can tell me how many hours and how many movers worked, and at what hours. Ms says it is all detailed in her letter. I told her that I am compiling questions to ask the company and I will look at her letter to help me.

***** 06/18/2002 10:52 AM Phone: John Cupp << Customer**



how to perform other duties, including not allowing power screwdrivers to be used on her shrunk.

On 3/27, the company gave Ms the total cost of the move, when it was realized that she was unable even to pay the original estimate amount. The company and customer negotiated, and Ms agreed to pay \$2600.00 on 3/29, and the remaining balance within 30 days.

On 3/29, Ms went to the company's office and said she was unable to pay the agreed upon amount. She asked to view her belongings, and was shown the sealed containers. Ms said she would call on 4/1 to arrange payment. The company says Ms has not contacted it since, and has not provided a forwarding address.

The company's response includes a breakdown of the charges, which totals \$5171.70, which includes fee for storage through 5/11 of \$577.50.

<<copy to hard file>>

*** 05/13/2002 10:07 AM Phone: John Cupp >> Customer



Ms called and said she started going through her things that were delivered, and it is not her stuff. I told Ms I thought her stuff was in storage and she could not get to it. Ms says this is stuff All My Sons had not moved yet. She says the company exchange her stuff for cheap stuff when they were moving her household goods. I told Ms that I am very confused at how All My Sons had exchanged the stuff these are goods it hadn't even moved. Ms says she thinks she was totally set up and ripped off by the company when the workers saw how nice her things were. Ms says she now feels that the company kept driving up the cost of the move so that she would not be able to afford to pay for the move, and then the company could keep her nice things.

The customer also stressed that the company had to unpack all the things she had already packed, and repack them.

I told Ms that it would be a waste of time for me to speculate about what is going on, that I need to give the company a chance to respond and go from there.

*** 05/23/2002 01:54 PM Phone: John Cupp >> Customer



I went over the company's response with Ms. She repeated the story she had told me originally that she went to the company office to pay the agreed on price of \$2618, and Kermitt, the owner ran out the door while the office people blocked her way so she could not go after him.

Ms says the movers took so long because they were tired. Ms says they were working their third shift that day, and in the middle of the night they were still at her house packing. When they were too tired to continue, they asked if they could sleep there. Ms allowed them to sleep downstairs and woke them up early in the morning to continue working.

Ms also told me that some of her things were packed and some were not. She said the movers repacked many boxes that she had already packed, which was another delay.

Ms said several times that she is convinced that the company jacked the price of the move up so high because they don't want her to pay for it, they want to keep her things.

Washington UTC Complaint

76701

Company: ESCRIBANO, KERMITT

Customer: Account#

Gertraude Taut

Contact:

PO Box 44322

Tacoma, WA 98444

Phone: (253) 896-5023

Complaint: 76701

Serviced by: **John Cupp**

Opened on: 05/08/2002

Grouped by: Disputed Bill

Closed on: 09/12/2002

Disposition: Consumer upheld

Description:



Ms moved 3/26. She has an estimate of \$2618.16 and a bill of lading for \$3500.00. Ms says the move was to a storage facility.

Ms says she does not know what she is supposed to pay. She says the company is avoiding her when she attempts to make contact to get her bill straightened out.

-What is the company requiring the customer to pay? Customer wants a final statement of what she owes. How much will she be required to pay per month for storage?

-Please provide documents which support the amount due.

-Ms wants to be able to confirm where her household goods are stored.

(Faxed to company, attn: Jim Bergstrom 5/8, 10:52)

Results:

Company is allowed to charge no more than 25% over original estimate for the move, and no more than 15% over the original estimate for accessorial services, or \$2,897.98 total for moving and packing.

Activity:

Activity Links

*** 05/13/2002 09:11 AM Fax: John Cupp << Jim Bergstrom



According to the company:

Ms called company on 3/25 to schedule her relocation. She was told that her original estimate was invalid because it was from October 2001. Company policy is that estimates are good for 90 days.

Mr. Bergstrom says he urged Ms to get another estimate, however Ms says she was being evicted and need to be moved on 3/26 and 3/27 which did not give the company time to perform another estimate. Ms was told that a crew would be sent out on 3/26, and if things had significantly changed from the original estimate, a supplemental would be provided, detailing what would be required.

Upon arrival at the residence on 3/26, the crew noted that a substantial amount of packing needed to be completed, which had not been part of the original estimate. The customer also demanded that the packing be done to her specifications. The crew explained to Ms that this was taking extra time and would increase the time and cost of her move. Ms also instructed the crew on



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

Gertraude Taut
P.O. Box 44322
Tacoma, WA 98444

July 2, 2002

Dear Ms. Taut,

This letter is to confirm that you have an open complaint on file against All My Sons Moving & Storage. Your complaint, number 76701, was opened on 5/8/02. It was passed to All My Sons on the same day, via fax.

I have been in correspondence with Mr. Jim Bergstrom of All My Sons Moving and Storage by telephone and by fax. I have read the letter you received from the company regarding the sale of your household goods. I will speak with Mr. Bergstrom and let him know that no action is to be taken regarding the sale of your household goods or collection of money until this dispute is settled.

I will mail the results of my investigation to you when this complaint is closed. At this time I will let you know what actions, if any, have been taken against the company.

Please feel free to contact me with questions or concerns. You may call me toll free at 1-800-562-6150.

Sincerely,

John Cupp
Consumer Program Specialist



Gertraude Taut
PO Box 44322
Tacoma, WA 98444

June 5, 2002

Utilities and Transportation Commission
Mr. John Cupp
1300 S. Evergreen Park Dr. SW
Olympia, WA 98704-7250

Complaint #76701

Dear Mr. Cupp:


At our meeting May 8, 2002, I filed a complaint against Kirit Escibano, Owner of All My Sons Moving of Seattle at 1108 Industry Drive, Tukwila, WA 98188. I left pictures, copies and moving papers with you to investigate.

At this time I would like a status report. Is there anything you need from me? If so, let me know. Enclosed you will find a copy of the letter mailed to Mr. K. Escibano requesting a closing statement so payment for moving of 3/26/02 and 3/27/02 and storage fees can be properly taken care of.

I am waiting to hear from you.

Thank you.

Sincerely,


Gertraude M. Taut

Customer:

Gertraude Taut
15313 17th Ave Ct. E
Tacoma, WA 98445

Address Service Requested

Rental Contract Receipt

Date: 3/29/2002
Contract #: 57
Effective: 3/29/2002
Salesperson: Lisa

Unit(s): B-42

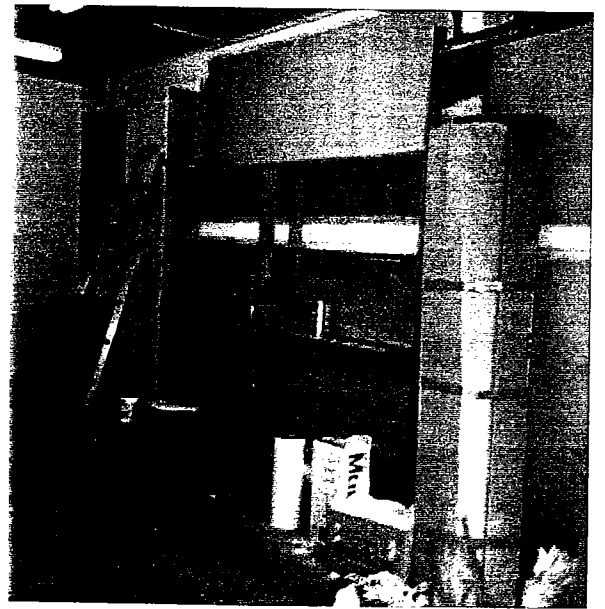
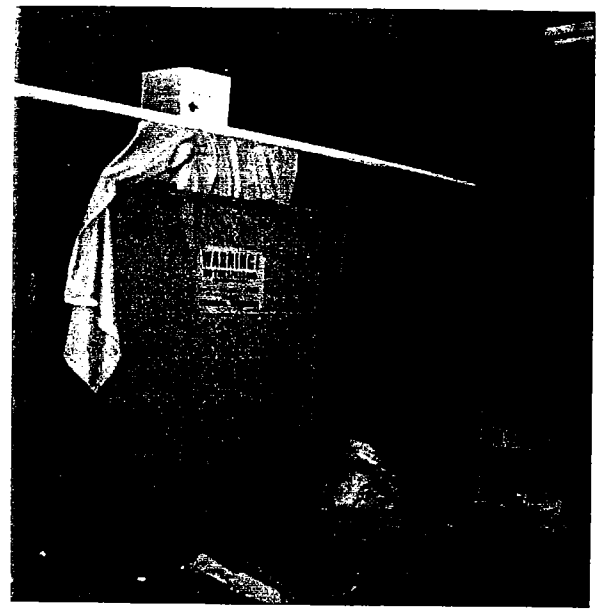
\$49.00 Monthly Rent

Charges:		Payment:	
Pro-rata Rent:	\$5.00	Check payment	\$0.00
Advance Rent:	\$49.00		
Gross Rent:	\$54.00	Credit card payment	\$0.00
Less: Discount:	\$2.70		
Net Rent:	\$51.30	Cash payment	\$61.30
Insurance:	\$0.00		
Other charges:	\$10.00		
Tax	\$0.00		
Deposit:	\$0.00		
Total Charges:	\$61.30	Total Amount Paid:	\$61.30

Next payment: \$46.55
Due on: 5/1/2002

Thank You.

Pacific Northwest Storage, LLC



SUPPLEMENTAL ESTIMATE

MOVE DATE

ESTIMATE DATE

ESTIMATOR

DRIVER

EXPLANATION OF CHANGES ON ORIGINAL ESTIMATE			
Extra Labor	1012	2nd Labor	7:30-2:30 7.0 hr x 125
			\$ 875 ⁰⁰
Packing	801 ⁰⁰	230-546	3.2 hr x 205
			\$ 666 ⁰⁰
		5:45 - 10:00 AM	7.25 hr x 165 ⁰⁰
			\$ 1196 ²⁵
2ND PACKING MATERIAL Total			\$ 141 ⁰⁰
6 VAULT x \$55 ⁰⁰			\$ 330 ⁰⁰
Total			\$ 3081 ⁷⁰

Shipper will pay \$3000 in March 2000 by 4:00 PM

BALANCE DUE TO CALL DAY 0

Based upon the above information your move will take approximately _____ more hours to complete and require _____ in packing material. You are aware that by WUTC rules that you are required to pay 125 % of the amount of the original estimate and of this supplemental estimate.

Signature: Thomas M. ...

CCSLO - BRYAN

DATE

ESTIMATED COST OF SERVICES



BH

ALL MY SONS MOVING OF SEATTLE
1108 INDUSTRY DRIVE
TUKWILA, WA 98188

CC 58848

TEL: (206) 444-8000 FAX: (206) 574-0690

253) 538-6663

NAME Gertraude Taut
Moving From 1207 130th St S - Tacoma WA, 98444
Moving To SIT A.M.S. Perm. Stg. ?
Second Pick-Up or Delivery _____
Charge to (Corporation) _____

Phone No. _____ Date 10-24-01
Date of Packing Between 6th + 9th
Date of Moving Between 5th + 9th
Delivery Requested _____

LONG DISTANCE MOVING

Tariff _____ Total Cu. Ft. _____ Miles _____
Released valuation to be not exceeding _____ cents per lb. per article
Est. Weight 1800 lbs. at _____ per 100 lbs. \$ _____
Additional transportation _____ \$ _____
No. Flights _____ at _____ per 100 lbs. \$ _____
Distance carry _____ \$ _____
Extra pick up - Delivery (circle one) _____ \$ _____
Haul to - from storage in transit _____ hours \$ _____
Storage and Warehouse handling _____ lbs. @ _____ \$ _____
Piano, type _____ organ, type _____ \$ _____
Appliances to service _____ \$ _____
Valuation _____ @ _____ per \$100 \$ _____

PACKING AND UNPACKING

LABOR, Pack at residence, Estimated 3 packers
5 hours, at 125.00 per man hour \$ 625.00
Unpack, estimated _____ packers _____ hours at _____
per man hour _____ \$ _____
Delivery of packing material _____ \$ _____

MATERIAL

	Quantity	Charge per unit	
Dish packs or barrels	<u>7</u>	<u>17.39</u>	\$ <u>121.73</u>
Cartons over 1-1/2 cu. ft.	<u>20</u>	<u>4.43</u>	\$ <u>106.37</u>
Cartons over 3 cu. ft.	<u>10</u>	<u>6.81</u>	\$ <u>68.10</u>
Cartons over 4-1/2 cu. ft.	<u>10</u>	<u>8.34</u>	\$ <u>83.40</u>
Cartons over 6 cu. ft.			\$ _____
Wardrobes	<u>7</u>	<u>11.95</u>	\$ <u>83.65</u>
Mattress ctn. single			\$ _____
Mattress ctn. double	<u>2</u>		\$ _____
Mattress ctn. queen			\$ _____
Mattress ctn. king			\$ _____
Mattress ctn. crib			\$ _____
Foam Sets			\$ _____
Glass Packs	<u>3</u>	<u>17.50</u>	\$ <u>52.50</u>
Crate, size <u>16x25x25</u>	<u>20</u>	<u>44x27x14</u>	\$ <u>42.25</u>
Crate, size <u>16x20x20</u>	<u>20</u>	<u>44x27x14</u>	\$ <u>42.25</u>
			\$ _____
			\$ _____
			\$ _____
593.45			Estimated Total Cost \$ <u>2164.5</u>

LOCAL MOVING

Estimated Cost

Moving, Estimated 10 hours for 1 van and
3 men at 125.00 per hour 375.00 125.00 \$ 1000.00
Piano, Type _____ No. Flights _____ \$ _____
Bridge or Ferry Tolls (Estimated) _____ \$ _____
Valuation \$ _____ at _____ per \$100.00 \$ _____
OVERTIME RATES: After 5:00 p.m. 2@ 156.70 \$ 313.40
Saturdays, Sundays and Holidays _____ \$ _____
Estimated Cost \$ 1313.40

STORAGE

ESTIMATED RATE PER MONTH
Open Space Storage, estimated _____ \$ _____
Pallet Storage 6@ 55.00 _____ \$ 330.00
Piano \$ _____ Upholstered Furniture \$ _____
Rugs \$ _____ Vault Storage \$ _____ Drapes \$ _____
Valuation \$ _____ at _____ per \$100.00 \$ _____
PRELIMINARY SERVICES (Apply to First Month Only) _____ \$ _____
Mothtreating and Wrapping for Storage (Estimated) _____ \$ _____
Warehouse Labor _____ \$ _____
Estimated First Month Incl. Storage \$ 330.00

MAILING ADDRESS:

LOCAL MOVING _____ ESTIMATED COST \$ 1313.40
STORAGE _____ ESTIMATED COST \$ 330.00
LONG DISTANCE MOVING _____ ESTIMATED COST \$ _____
PACKING AND / OR UNPACKING 20% ESTIMATED COST \$ 974.76
TOTAL ESTIMATED COST \$ 2648.16

REMARKS: Boxes in garage to be repacked.
Use used cartons first. Repack part
first before using new cartons
Crate (2) pots. Bring extra mirror pa
to complete partially packed mirrors.
No-rate storage to the day.



IMPORTANT NOTICE:

This estimate covers only the articles and services listed. It is not a warranty or representation that the actual charge will not exceed the amount of the estimate. Common carriers are required by law to collect transportation and other incidental charges computed on the basis of rates shown in their lawfully published tariffs, regardless of prior rate quotations, or estimates made by the carrier or its agents. Transportation charges are based upon the weight of the goods transported, and such charges may not generally be determined prior to the time the goods are loaded on the van and weighed.

No guarantee can be made as to the specific dates of pickup or delivery of your shipment, unless you make special arrangements with the carrier for expedited service, for which an additional charge will normally be made.

NOTICE TO ESTIMATOR: It is mandatory that the total cubic footage shown on the Table of Measurements form be multiplied by not less than SEVEN to determine the total estimated weight. Articles not to be shipped should be indicated by a "check mark" in the column provided on the table of measurements. A table of measurement form must be attached to this form.

ESTIMATOR'S SIGNATURE [Signature] (B) Estimator 110 11/17 SHIPPER'S SIGNATURE [Signature] DATE 10-24-01

HG-58846

All My Sons Moving & Storage

8637 S. 212th St.
Kent, WA 98031
(206) 444-9000 Fax (253) 437-1228

Bill of Lading Number **10394**

Date Order Taken **3/26/82**

Move Date _____

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, ship, pack, store, and/or perform the 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 the carrier's representative(s).

Rights and Responsibilities Guide (Customer must sign this section)

The carrier gave me or I declined, a copy of the brochure "Your Rights and Responsibilities as a Moving Company Customer".

Signature of Customer: *Gertraude M. Taut*

FROM		STORAGE TO ALL MY SONS	
CUSTOMER NAME <i>Trudy Taut, Gertraude</i>		CONSIGNEE <i>8637 South 212th St.</i>	
ADDRESS <i>1207 110th Street South</i>		DELIVER TO <i>Will Advise - Poss. Res</i>	
CITY <i>Tacoma, WA 98444</i>		CITY <i>KENT WA 98031</i>	
SPLIT PICKUP & DELIVERY AT <i>None</i>		STORAGE-IN-TRANSIT (SIT) AT	

WEIGHT OF SHIPMENT (weight tickets attached)

GROSS WEIGHT _____ LBS. WEIGHMASTER _____
 TARE WEIGHT _____ LBS. WEIGHMASTER _____
 NET WEIGHT _____
 Expedited shipment: Moving weight of _____ pounds.
 Actual Weight is _____ pounds. Agreed to by customer: _____

JOB CODE _____ PER HOUR CHARGES _____
 PACKED BY _____ ORDER BOOKED BY _____

DATE	TRIP #	DRIVER	EQUIPMENT #

TIME RECORD (COMPLETE START AND STOP TIME CHART BELOW)
 LABORERS REG HOURS @ _____ PER HOUR = CHARGES _____
 OVERTIME HRS @ _____ PER HOUR = CHARGES _____

CREWMAN NUMBER	START TIME	STOP TIME
<i>1</i>	<i>11:00</i>	
<i>3</i>	<i>11:00</i>	<i>5:00 PM</i>
<i>4</i>		

Customer's signature: _____
NOTE: The customer must indicate choices made on the items shown below by initialing the appropriate items:

PAYMENT: The customer and carrier agree that payment at time of delivery will be made by:
 CASH MONEY ORDER CERTIFIED CHECK CREDIT CARD
 PERSONAL CHECK BUSINESS CHECK DEBIT CARD
 If credit arrangements are made, bill to:
 NAME: *Gertraude M. Taut*
 ADDRESS: *P.O. Box 44322*

ESTIMATES: The customer must select one:
To pay by Money Order

I did not request a written estimate on this shipment and understand I will be required to pay charges shown on this contract.
 I understand this shipment is moving under a binding estimate and that I will be required to pay the amount shown on that estimate.
 I understand this shipment is moving under a non-binding estimate.

Valuation: The customer must select one option: *INSURANCE*

Basic Value Protection: I release this shipment to a value of 60 cents per pound per article. *60c*
 Depreciated Value Protection: I release this shipment to a value of \$2 per pound times the shipment weight. *2/16*
 I declare a lump sum total dollar valuation on this entire shipment of: \$ _____ and select the following option:
 Replacement Cost Coverage with a \$300 Deductible (Declared value must be at least \$3.50 times weight of shipment.)
 Replacement Cost Coverage with no deductible (Declared value must be at least \$3.50 times weight of shipment.)

5/82
 STORAGE: If shipment will be placed in storage, the customer must select one option:
 This shipment is to be placed in storage for a period of less than 180 days.
 This shipment is to be placed in storage for more than 180 days.
 This shipment is to be placed in storage in transit for an unknown period of time.

DESCRIPTION	QTY	RATE	AMOUNT
DISHPACK			
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 exc. 39"x75")			
MATTRESS CARTONS (Not exc. 54"x75")			
MATTRESS CARTONS (exc. 54"x75")			
GLASS CONTAINERS MINIMUM			
GLASS CONTAINERS CU. FT.			
BOXES OR CRATES MINIMUM			
BOXES OR CRATES CU. FT.			
OTHER:			

TOTAL FOR PACKING AND MATERIAL CHARGES _____
 Details for Transportation, valuation & services provided
 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 IN/OUT _____
 STORAGE VALUATION _____
 EXTRA PICKUP/DELIVERY _____
 HOISTING OR PIANO HANDLING _____
 STAIRS, ELEVATORS OR CARRIES _____
 TRANSPORTATION VALUATION CHARGES _____
 OTHER: _____
 OTHER: _____

TOTAL FOR TRANSPORTATION, VALUATION, AND SERVICES _____
 TOTAL FOR BOTH SECTIONS _____
 BALANCE DUE FROM CUSTOMER _____

Receipt for goods: _____ Delivery Receipt: _____

ORIGINAL-FREIGHT BILL

3500

CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

The following terms and conditions apply to all services performed by the carrier under this contract. This contract is also subject to all rules, rates, and charges in the current tariff published by, or on file with, the Washington Utilities and Transportation Commission.

SECTION 1

(A) THE CARRIER IS LIABLE for physical loss of, or damage to, any article from external cause while being carried or held in storage-in-transit, including breakage, if articles are packed by the carrier and/or if the breakage results from negligence of the carrier. The carrier's liability is subject to the limitations described in Section 2.

(B) THE CARRIER IS NOT LIABLE for loss of, or damage to, any article from external cause while being carried or held in storage-in-transit, for the following circumstances:

- (1) Breakage, when articles are packed by the customer or the customer's representatives unless it can be proven that the breakage resulted from negligence by the carrier in handling the article(s).
- (2) Change in the condition or flavor of perishable articles.
- (3) Loss or damage to documents, bank bills, notes, checks, money, postage stamps, letters, or valuable papers of any kind.
- (4) Loss or damage to jewelry, watches, precious stones, or precious metals.
- (5) An act, omission, or order of the customer, or loss or damage resulting from the customer's inclusion in the shipment such articles as explosives, dangerous articles or dangerous goods.
- (6) Defective design of an article, including susceptibility to damage because of atmospheric conditions such as temperature, rain and humidity changes.
- (7) Hostile or warlike action or use of any weapon of war (in time of peace or war); terrorism, insurrection, rebellion, revolution, civil war, usurped power, and action taken in hindering, combating or defending against such occurrences; (a) by any government or sovereign power, or by authority maintaining or using military forces; or (b) by military forces; or (c) by an agent of any such government, power, authority or forces.
- (8) Seizure, confiscation, or destruction under quarantine by order of any government or public authority.
- (9) Strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder.
- (10) Acts of God.

SECTION 2

The carrier's maximum liability shall be determined based on the valuation option selected by the customer on the face of this contract.

- (A) If the customer selected Basic Value Protection, the carrier's maximum liability shall be the actual loss or damage not exceeding \$.60 per pound of any lost or damaged article(s).
- (B) If the customer selected Depreciated Value Protection, the carrier's maximum liability shall be the amount of the actual loss or damage not exceeding \$.20 times the actual weight (in pounds) of the shipment.
- (C) If the customer selected Replacement Cost Coverage with a deductible, the carrier's maximum liability shall be the amount of the actual loss or damage less a \$300 deductible not exceeding \$3.50 times the weight of the shipment, or the lump sum declared value, whichever is greater.
- (D) If the customer selected Replacement Cost Coverage, the carrier's maximum liability shall be the amount of the actual loss or damage not exceeding \$3.50 times the weight of the shipment, or the lump sum declared value, whichever is greater.

SECTION 3

Unless specific arrangements have been authorized by this contract, the carrier is not required to transport the customer's goods by any particular schedule, means, or vehicle and is not liable for delays resulting from causes other than negligence of the carrier. Further, in case of unforeseen circumstances which prevent the carrier from completing delivery, the carrier has the right to forward the customer's property with another carrier.

SECTION 4

The customer must pay all legal charges.

SECTION 5

(A) The carrier may place a shipment into storage at the public warehouse nearest the point of destination if the carrier is unable to make delivery because: (1) the carrier was unable to locate a customer at the address given or the correct address; or (2) the customer refused or was unable to accept delivery; or (3) on a shipment moving under a non-binding estimate, the customer was unable or refused to pay up to 110 percent of the amount of the original estimate.

The carrier's liability as a common carrier ends with delivery to the warehouse and the shipment becomes subject to the warehouse's liability, terms and conditions. The carrier must mail or deliver a written notice to the destination address advising that it was unable to make delivery.

(B) The carrier may sell the property in a shipment if: (1) the customer refuses the shipment at destination; (2) the customer fails to receive or claim the shipment within 15 days after the carrier has mailed a written notice to the customer to the addresses shown on face of this Bill of Lading; or (3) if the customer fails or has refused to pay the lawful charges in accordance with the carrier's tariff and Commission rules.

(C) The carrier may sell the property at its option: (1) upon notice in the manner authorized by law; or (2) to the highest bidder at a public auction held at a time and place named by the carrier. The carrier must give the customer at least 30 days written notice of the sale and must publish a notice containing a description of the property (as described in Bill of Lading) and the name of the customer at least once a week for two consecutive weeks in a newspaper of general circulation at or near the place of sale. The proceeds of any sale will be applied toward payment of the lawful charges due for the shipment and toward expenses for the notice, advertising, and sale, and storing, caring for and maintaining the property before the sale. The balance, if any, shall be paid to the owner of the property. However, the carrier may sell any perishable articles in the shipment at a public or private sale without the notices described above, if, in the opinion of the carrier, the sale is necessary to prevent deterioration or further deterioration.

SECTION 6

Any controversy or claim arising out of or relating to this contract, the breach thereof, or the goods effected thereby whether such claims be founded in tort or contract shall be settled by arbitration under the arbitration law of the carrier state and under the rules of the American Arbitration Association provided, however, that upon any such arbitration the arbitrator or arbitrators may not vary or modify any of the foregoing provisions.

SECTION 7

The carrier's compensation for a claimant shall be the amount of the claimant's actual loss or damage, less the amount of any insurance proceeds received by the claimant. The carrier's liability shall be limited to the amount of the claimant's actual loss or damage, less the amount of any insurance proceeds received by the claimant, if the claimant has placed a claimant's claim on the carrier's original paid transportation bill, bill of lading contract, or invoice, which must accompany the written claim.

All My Sons Moving & Storage

All My Sons Moving & Storage of Seattle, Inc.
8637 S. 212th Street
Kent, WA 98031

QUOTE

Customer	Trudy Taut	Minimum Hours	0
Date Move Starts	Tuesday, March 26, 2002	Piano	None \$0
Extra Stop	None	Appliances	0

Origin

Address	1207 130th Street South Apt Tacoma, WA 98444	Home	538-9972
Complex		Work	
Rate Per Hour	88	Fax	
Feet from street to door		Number of rooms	4
Total Number of Steps		Estimated weight	5,000 lbs.
Elevator? (blank=none)			

Destination

Address	Will Advise - Poss. Ams Storage Apt	New Phone	
Rate Per Hour	88	Distance	
Feet from street to door		Travel Time	0
Total Number of Steps			
Elevator? (blank=none)			

Packing

Who packs? (blank=customer)

<u>Units</u>	<u>Description</u>	<u>Unit Cost</u>	<u>Extended</u>
	Packing Materials		

Summary

HG-58846

All My Sons Moving & Storage

8637 S. 212th St.

Kent, WA 98031

(206) 444-9000 Fax (253) 437-1228

Bill of Lading Number 1039

Date Order Taken _____

Move Date 3/24/02

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, ship, pack, store, and/or perform the 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 the carrier's representative(s).

Rights and Responsibilities Guide (Customer must sign this section)

The carrier gave me, or I declined, a copy of the brochure "Your Rights and Responsibilities as a Moving Company Customer".

Signature of Customer: _____

FROM		TO	
CUSTOMER NAME <u>Trudy Taut</u>	STREET <u>1207 130th Street S</u>	CONSIGNEE TO <u>AMS Storage</u>	APT #
PICKUP ADDRESS	STREET	DELIVER TO	APT #
CITY <u>Tacoma WA</u>	STATE <u>WA</u>	CITY	STATE
ZIP <u>98444</u>	ZIP	ZIP	ZIP
SPLIT PICKUP & DELIVERY AT		STORAGE-IN-TRANSIT (STT) AT	

WEIGHT OF SHIPMENT (weight tickets attached)

GROSS WEIGHT _____ LBS. WEIGHMASTER _____

TARE WEIGHT _____ LBS. WEIGHMASTER _____

NET WEIGHT _____

Expected shipment: Moving weight of _____ pounds.

Actual Weight is _____ pounds. Agreed to by customer: _____

JOB CODE _____ PER HOUR CHARGES _____

PACKED BY _____ ORDER BOOKED BY _____

DATE	TRIP #	DRIVER	EQUIPMENT #
<u>2/3</u>			
<u>11/5/7</u>			

TIME RECORD
LABORERS & VAN (COMPLETE START AND STOP TIME CHART BELOW)

REG HOURS @ 38/125 PER HOUR = CHARGES \$1012/875

OVERTIME HRS @ _____ PER HOUR = CHARGES _____

Customer's signature: _____

NOTE: The customer must indicate choices made on the items shown below by initialing the appropriate items:

PAYMENT: The customer and carrier agree that payment at time of delivery will be made by:

CASH MONEY ORDER CERTIFIED CHECK CREDIT CARD

PERSONAL CHECK BUSINESS CHECK DEBIT CARD

If credit arrangements are made, bill to: NAME: _____ ADDRESS: _____

CREWMAN NUMBER	START TIME	STOP TIME
1 <u>Zuch</u>	<u>4:00</u>	<u>3:30</u>
2 <u>Zuch</u>	<u>7:30am</u>	<u>2:30pm</u>
3		
4		

ESTIMATES: The customer must select one:

I did not request a written estimate on this shipment and understand I will be required to pay charges shown on this contract.

I understand this shipment is moving under a binding estimate and that I will be required to pay the amount shown on that estimate.

I understand this shipment is moving under a non-binding estimate.

DETAILS OF PACKING AND PACKING MATERIALS

DESCRIPTION	QTY	PRICE	AMOUNT
DISPACK	6	15.17	
CARTONS LESS THAN 1-1/2 CU. FT.			
1-1/2 CU. FT.	28	3.16	
3 CU. FT.	36	4.67	
4-1/2 CU. FT.	36	3.62	
6 CU. FT.			
6-1/2 CU. FT.			
WARDROBE CARTONS	5	11.46	
MATTRESS CARTONS CRIB			
MATTRESS CARTONS (Not size 39"x75")			
MATTRESS CARTONS (Not size 54"x75")			
MATTRESS CARTONS (size 54"x75")			
PLASTIC CONTAINEERS	17	3.75	
GLASS CONTAINERS	11	12.75	
BOXES OR CRATES	125	1.61	
OTHER: <u>1200 pads</u>	140	2.50	

Valuation: The customer must select one option:

Basic Value Protection: I release this shipment to a value of 60 cents per pound per article.

Depreciated Value Protection: I release this shipment to a value of \$2 per pound times the shipment weight.

or

I declare a lump sum total dollar valuation on this entire shipment of: \$ _____ and select the following option:

Replacement Cost Coverage with a \$300 Deductible (Declared value must be at least \$3.50 times weight of shipment.)

Replacement Cost Coverage with no deductible (Declared value must be at least \$3.50 times weight of shipment.)

TOTAL FOR PACKING AND MATERIAL CHARGES 1,052.72

Details for Transportation, valuation & services provided

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 IN/OUT _____

STORAGE VALUATION _____

EXTRA PICKUP/DELIVERY _____

HOISTING OR PIANO HANDLING _____

STAIRS, ELEVATORS OR CARRIES _____

TRANSPORTATION VALUATION CHARGES _____

OTHER: _____

STORAGE: If shipment will be placed in storage, the customer must select one option:

This shipment is to be placed in storage for a period of less than 180 days

This shipment is to be placed in storage for more than 180 days

This shipment is to be placed in storage in transit for an unknown period of time. I understand that on the 180th day of storage the shipment becomes permanent storage.

TOTAL FOR TRANSPORTATION, VALUATION, AND SERVICES _____

TOTAL FOR BOTH SECTIONS _____

LESS AMOUNT PREPAID _____

BALANCE DUE FROM CUSTOMER _____

Receipt for goods
Damage Noted: _____ Driver: _____ Date: _____

Delivery Receipt
Customer: _____ Date: _____

CC58846

All My Sons Moving & Storage

1108 Industry Drive
Tukwila, WA 98188

(206) 444-9000 FAX (206) 574-0690

Bill of Lading Number 10395

Date Order Taken _____

Move Date 3/27/02 *part*

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, ship, pack, store, and/or perform the 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 the carrier's representative(s).

Rights and Responsibilities Guide (Customer must sign this section)

The carrier gave me, or I declined, a copy of the brochure "Your Rights and Responsibilities as a Moving Company Customer".

Signature of Customer _____

FROM			TO		
CUSTOMER NAME <u>Trudy Taut</u>			CONSIGNEE TO <u>A.M.S.</u>		
PICKUP ADDRESS <u>1507 130th St. S.</u>	STREET	APT #	DELIVER TO	STREET	APT #
CITY <u>Tacoma</u>	STATE <u>WA</u>	ZIP <u>98444</u>	CITY	STATE	ZIP
SPLIT PICKUP & DELIVERY AT			STORAGE-IN-TRANSIT (SIT) AT		

WEIGHT OF SHIPMENT (weight tickets attached)

GROSS WEIGHT _____ LBS. WEIGHMASTER _____

TARE WEIGHT _____ LBS. WEIGHMASTER _____

NET WEIGHT _____

Expedited shipment Moving weight of _____ pounds

Actual Weight is _____ pounds. Agreed to by customer: _____

Customer's signature _____

NOTE: The customer must indicate choices made on the items shown below by initialing the appropriate items:

PAYMENT: This customer and carrier agree that payment at time of delivery will be made by

CASH MONEY ORDER CERTIFIED CHECK CREDIT CARD

PERSONAL CHECK BUSINESS CHECK DEBIT CARD

If credit arrangements are made, bill to:

NAME: _____

ADDRESS: _____

ESTIMATES: The customer must select one:

I did not request a written estimate on this shipment and understand I will be required to pay charges shown on this contract.

I understand this shipment is moving under a binding estimate and that I will be required to pay the amount shown on that estimate.

I understand this shipment is moving under a non-binding estimate.

Valuation: The customer must select one option:

Basic Value Protection: I release this shipment to a value of 50 cents per pound per article.

Depreciated Value Protection: I release this shipment to a value of \$2 per pound times the shipment weight.

I declare a luxury euro total dollar valuation on this entire shipment of

\$ _____ and select the following option:

- Replacement Cost Coverage with a \$300 Deductible (Declared value must be at least \$3.50 times weight of shipment.)
- Replacement Cost Coverage with no deductible (Declared value must be at least \$3.50 times weight of shipment.)

STORAGE: If shipment will be placed in storage, the customer must select one option:

This shipment is to be placed in storage for a period of less than 180 days

This shipment is to be placed in storage for more than 180 days

This shipment is to be placed in storage in transit for an unknown period of time. I understand that on the 180th day of storage the shipment becomes permanent storage.

All Goods were received in good condition except as noted on this contract or on the inventory form. BALANCE DUE FROM CUSTOMER

JOB CODE _____ PER HOUR CHARGES _____

PACKED BY _____ ORDER BOOKED BY _____

DATE	TRIP #	DRIVER	EQUIPMENT #

TIME RECORD
LABORERS & VAN (COMPLETE START AND STOP TIME CHART BELOW)

3/4 3:25 7:25 2:30 2:50 5:45
REG HOURS @ 165.00 PER HOUR = CHARGES 1450

OVERTIME HRS @ _____ PER HOUR = CHARGES _____

CREWMAN NUMBER	START TIME	STOP TIME
<u>1</u>	<u>2:30</u>	<u>5:45</u>
<u>2</u>	<u>2:50</u>	<u>5:45</u>
<u>3</u>	<u>5:45</u>	<u>10:30pm</u>
<u>4</u>		

DESCRIPTION	QTY	RATE	AMOUNT
DISPACK			
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 GRIB			
MATTRESS CARTONS (Not exc. 39" x 75")			
MATTRESS CARTONS (Not exc. 54" x 75")			
MATTRESS CARTONS (exc. 54" x 75")			
GLASS CONTAINERS MINIMUM			
GLASS CONTAINERS CU. FT.			
BOXES OR CRATES MINIMUM			
BOXES OR CRATES CU. FT.			
OTHER:			

TOTAL FOR PACKING AND MATERIAL CHARGES _____

Receipt for Transportation, valuation & services provided

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 IN/OUT _____

STORAGE VALUATION _____

EXTRA PICKUP/DELIVERY _____

HOISTING OR PIANO HANDLING _____

STAIRS, ELEVATORS OR CARRIES _____

TRANSPORTATION VALUATION CHARGES _____

OTHER: _____

OTHER: _____

TOTAL FOR TRANSPORTATION, VALUATION, AND SERVICES _____

TOTAL FOR BOTH SECTIONS _____

LESS AMOUNT PREPAID _____

5081.70

Receipt for goods
Damage Noted: _____ Driver _____ Date _____

Delivery Receipt
Customer _____ Date _____

IMPORTANT TERMS AND CONDITIONS ON BACK

SUPPLEMENTAL ESTIMATE

3-26
MOVE DATE

3-27
ESTIMATE DATE

Alex
ESTIMATOR

Alex
DRIVER

EXPLANATION OF CHANGES ON ORIGINAL ESTIMATE	
1st day Labor 1012	2nd Labor 7:30-2:30 7.0 hr x \$11 = \$77
Packing 861 10	2:30-5:46 3.2 hr x \$11 = \$35.2
	5:46 - 10:00am 7.25 hr x \$11 = \$79.75
	2ND PACKING MATERIAL Total \$11
	6 VAULT x \$55.00 \$330
	TOTAL \$5081.70
Extra Charge	
Shipper will pay \$2600 ⁰⁰ by MARCH 29 2002 by 5:00PM	
BALANCE DUE 30 DAYS from DAY 0 MOVE	

Based upon the above information your move will take approximately 15 more hours to complete and require 300 in packing material. You are aware that by WUTC rules that you are required to pay 125 % of the amount of the original estimate and of this supplemental estimate.

Spokane Sh. Co.
CUSTOMER NAME

3-27
DATE

All My Sons

Moving & Storage

8637 S. 212th Street
Kent, WA 98031
(206) 444-9000 FAX (253) 437-1228

9/12/02

Ms. Gertrude Taut
P.O. Box 44322
Tacoma, WA 98444

Dear Ms. Taut:

We have recently closed the complaint you issued with the WUTC regarding your relocation on March 26, 2002. Additionally, after much discussion, we have agreed to charge you \$2897.98 for the initial move and packing into our storage on March 26, 2002.

Current charges for storage are \$2168.83 bringing the total amount owing to \$5066.81. To date, we have not received payment for any of the services rendered during your relocation or for the storage of these items.

Please be advised that this letter is notification that All My Sons Moving & Storage has begun auction procedures to collect charges for items that have been placed in storage and have an outstanding balance unpaid since the contracted date.

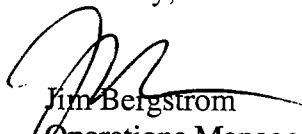
Per regulation, you are given 15 days from the date of this letter to settle the above account. After 15 days, All My Sons will, at its convenience, post a notice containing a description of the property (as described in the Bill of Lading) and your name in a newspaper of general circulation with intent to auction the belongings to cover the debt you have incurred. You will be mailed notice of this per the carrier's tariff and commission rules.

Additionally, any payments made regarding this must be made within 15 days via Cash, Cashier's Checker, Certified Check, or Money Order.

When payment has been received, All My Sons would be more than happy to schedule a move out at an hourly rate of \$150.20 for 3 men, the truck and equipment. This rate is based Monday thru Friday. Per tariff, after 5pm and on weekends the hourly rate would be adjusted accordingly.

Should you have any questions or would like to settle your bill please contact me at the above number.

Sincerely,


Jim Bergstrom
Operations Manager

All My Sons

Moving & Storage

8637 S. 212th Street
Kent, WA 98031
(206) 444-9000 FAX (253) 437-1228

6/20/02

^a
Ms. Gertrude Taut
P.O. Box 44322
Tacoma, WA 98444

Dear Ms. Taut:

We have recently received your letter dated June 5, 2002 regarding your relocation.

Our response to the events of your relocation has been submitted to the Washington Utilities & Transportation Commission. You may contact them to receive a copy of this.

To date, we have not received payment for any of the services rendered during your relocation. Additionally, your inability to contact our company to make payment arrangements or provide any forwarding address or contact information has given us very little recourse but to proceed with remedies within the law to collect your outstanding balance.

At this point, please be advised that this letter is notification that All My Sons Moving & Storage has begun auction procedures to collect charges for items that have been placed in storage and have an outstanding balance unpaid since the contracted date.


As of today, you have neglected to honor any of the agreements or contractual obligations we have attempted to work out with you.

Per regulation, you are given 15 days from the date of this letter to settle the above account. After 15 days, All My Sons may, at its convenience, post a notice containing a description of the property (as described in the Bill of Lading) and your name in a newspaper of general circulation with intent to auction the belongings to cover the debt you have incurred. You will be mailed notice of this per the carrier's tariff and commission rules.

Additionally, any payments made regarding this must be made via Cash, Cashier's Checker, Certified Check, or Money Order.

Should you have any questions or would like to settle your bill please contact me at the above number.

Sincerely,


Jim Bergstrom
Operations Manager

Gertraude Taut
PO Box 44322
Tacoma, WA 98444

June 5, 2002

Estimate Cost of Services Number CC58846 10/24/2001
Bill of Lading HG-58846, Number 10394 3/26/2002

All My Sons Moving and Storage
Mr. Kirit Escibano
1108 Industry Drive
Tukwila, WA 98188

TO Mr. Kirit Escibano:

As you well know on 10/24/2001, "Brian" gave me an estimate to move my household goods into your storage for \$2,618.16. I was uncertain when the move would take place, due to pressing circumstances.

You agreed to honor your estimate of 10/24/01 whenever I was ready to move.

Moving and packing was scheduled for 9:00 a.m. March 26, 2002. However, no one showed up. When I called you at 12:00 noon, I was told movers were not coming that day. They would be there first thing in the morning of March 27, 2002. I was given notice by the landlord to vacate the premises by 6:00 a.m. March 27, 2002, and movers needed to pack as scheduled March 26, 2002.

You then arranged for a crew of two young men, who had worked already two shifts, to come and pack my household goods.

At 5:00 p.m. on March 26, 2002, Alex and Lee arrived. They worked until 3:00 a.m., slept on my living room floor until I woke them about 6:30 a.m., started to work at 7:00 a.m. March 27, 2002. They worked until 2:00 p.m. when I called you requesting a new crew. Those young fellows were still packing the downstairs. They really tried but were simply too tired to do the job. Again I spoke to you. You ordered the crew to stop at 2:00 p.m. and sent a new crew by 5:00 p.m. the same day. I was supposed to be out of the apartment that day at 6:00 a.m. The new crew left the job unfinished by 11:00 p.m. March 27, 2002. They left some of the household goods behind. Several things were broken at packing and loading. Some items were brought in and left in my garage, which did not belong to me—bed frames I had never seen before.

I was constantly hassled to sign new papers. When I refused to sign the Supplemental Estimate of \$5,081.70, I was told if I didn't sign they would close the vans and take off, leaving the job unfinished.

1. I had already signed for a Total Estimated Cost of \$2,618.16.
2. They requested to sign a Supplemental Estimate for \$2,000 which after I had signed they voided and wrote in: "all estimates are null and void."
3. Then I was asked to sign the Bill of Lading for \$3,500—HG-58846 Lading Number 10394, 3/26/2002.
4. They changed this Bill of Lading by writing in "Estimate."
5. Finally another Supplemental Estimate of \$5,081.70 which I refused to sign several times.

Phone calls with you and back and forth. You talked to me and told me if I don't sign the movers are ordered to leave.

I told you I would sign, stating "I am signing under duress." This is when you told the workers to chose the doors of the vans and come back to the warehouse, which they did, leaving much of the household goods behind. This was about 11:00 p.m. on March 27, 2002.

The Lading Paperwork was not completed and I was faced with arranging for another moving company to come and pack and move those belongings into a separate storage facility. Cost of storage for April 2002 alone was \$61.30. Friends moved me for \$25.00 so I could finally move out of the apartment by March 29, 2002.

April 3, 2002, I located the Moving Company of Tukwila, spoke to Jim while he was on the phone with you, getting instructions in how to deal with me. I requested to see my household goods and was taken to the warehouse and was shown some wooden crates with my name on them. If this was my household goods or not, I could not tell. Closing papers are incomplete, leaving me without insurance on all my belongings since March 27, 2002.

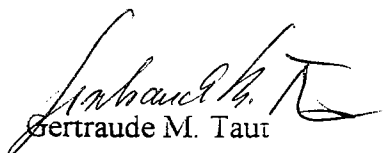
Mr. Escribano, I urge you to contact me in writing and see if this matter cannot be settled peacefully.

So far I have given instructions to the Utilities and Transportation Commission. Mr. John Cupp, Consumer Program Specialist, at 1300 South Evergreen Park Dr. SW, Olympia, WA 98504-7250, telephone 1-360-664-1113 to investigate this matter

We can still settle this

I am waiting to hear from you.

Sincerely,


Gertraude M. Tau



***** WELCOME TO *****
 EVERGREEN STATION
 TACOMA, WA 98411-9998
 06/05/02 12:48PM

Store USPS Trans 57
 Wkstn sys5005 Cashier KBB2JK
 Cashier's Name JOE
 Stock Unit Id WINJOES
 PO Phone Number 800-275-8777
 USPS # 5476210061

1. 34c Farm Flag PSA 0.34
 2. First Class 3.94
 Destination: 98188
 Weight: 0.60oz
 Postage Type: PVI
 Total Cost: 3.94
 Base Rate: 0.34
 SERVICES
 Certified Mail 2.10
 70012510000286643599
 Return Receipt 1.50

Subtotal 4.28
 Total 4.28

Cash 5.00
 Change Due
 Cash 0.72

The USPS has made it easier for you to receive information. Please call 1-800-ASK-USPS (1-800-275-8777) or visit us on the web at www.usps.com.

Number of Items Sold: 2

Thank You
 Please come again!

Gertraude M. Taut
 P.O. Box 44322
 Tacoma, WA 98444-0322

NO RETURN TO SENDER
 981882025 LN
 UNABLE TO FORWARD
 RETURN TO SENDER
 NO FORWARD ORDER ON FILE
 RECEIPT
 05 06/10/02

KERRIOS
 NLC
 6/10/02

7001 2510 0002 8664 3599



CERTIFIED MAIL

ALL MY SONS MOVING OF SEATTLE
 Fr. Kirmit
 1100 Industry Drive
 Tukwila
 Washington

981882025 LN
 ALL MY SONS MOVING OF SEATTLE
 ALL MY SONS MOVING
 1101 15 06/11/02
 RETURN TO SENDER



9264

98188



U.S. POSTAGE
 PAID
 TACOMA WA
 98411-02
 JUN 05 102
 AMOUNT
 \$3.94
 00032517-07

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

SEATTLE, WA 98188	
Postage	\$ 0.34
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.94

Postmark Here
 Clerk: KBB2JK
 06/05/02 98411

Sent To
 ALL MY SONS MOVING OF SEATTLE, Mr. Kirmit
 Street, Apt. No.
 or PO Box No. 1100 Industry Drive
 City, State, ZIP+4
 Tukwila, Washington 98188

665E 199R 2000 0152 1002

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ALL MY SONS MOVING
OF SEATTLE
Mr. Kirmit
1108 Industry Drive
Tukwila
Washington 98188

2. Article Number
(Transfer from service label)

7001 2510 0002 8664 3599

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

Gertraude M. Taut
PO Box 44322
Tacoma, WA 98444

April 22, 2002

All My Sons Moving of Seattle
Mr. Kirit—Owner
1108 Industry Drive
Tukwila, WA 98188

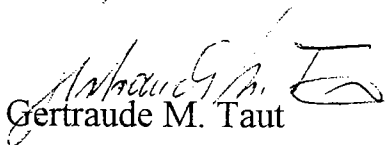
TO: Mr. Kirit:

Enclosed is \$330 for the first month including storage. This was your quote as of 10/24/2001. Storage fee for the month of May is to follow.

Enclosed are five pictures of the items left behind by your packers. I had to hire a new moving and packing crew for this. I had to arrange for separate storage, extra cost and much added stress.

I expect you to handle my household goods with the utmost respect!

Sincerely,


Gertraude M. Taut

Enclosures: Pictures
Money order for storage