

**BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION**

WASHINGTON UTILITIES AND)	
TRANSPORTATION COMMISSION,)	DOCKET TV-132030
)	
Complainant,)	COMPLAINT
)	
v.)	
)	NOTICE OF PREHEARING
BEST MOVING AND DELIVERY, LLC,)	CONFERENCE
)	(Set for October 7, 2014,
Respondent.)	at 1:30 p.m.)
)	
.....)	

1 The Washington Utilities and Transportation Commission (Commission), on its own motion, and through its Staff, alleges as follows:

I. BACKGROUND

2 On March 12, 2013, Washington Utilities and Transportation Commission Staff (Staff) initiated a compliance investigation into the business practices of Best Moving and Delivery LLC (Best Moving or Company). Staff’s investigation was required under the terms of a settlement agreement with the Company in a previous matter.

3 During its investigation, Staff received falsified documents and discovered multiple continuing violations of state laws and Commission rules, as described below.

II. PARTIES

4 The Washington Utilities and Transportation Commission is an agency of the State of Washington, authorized by RCW Chapter 81.80 to regulate companies that transport household goods within the state of Washington.

5 Best Moving is a household goods carrier subject to regulation by the Commission under RCW Chapter 81.80.

III. JURISDICTION

6 The Commission has jurisdiction over this matter pursuant to RCW 81.04.070, RCW 81.80.130, RCW 81.80.330, RCW Chapter 81.80, and WAC Chapter 480-15.

IV. FIRST CAUSE OF ACTION

(Violation of RCW 81.04.070, failure to provide documents for inspection and providing falsified documents)

7 The Commission, through its Staff, realleges the allegations contained in paragraphs 2 through 6 above.

8 Under RCW 81.04.070, the Commission may inspect the documents, books, and records of any public service company.

9 On March 12, 2013, Staff sent a data request to Best Moving requesting all documentation related to intrastate moves the company performed between June 1, 2012 and September 30, 2012.

10 Best Moving's response to Staff's data request included documentation relating to 31 moves the Company performed between June 1, 2012 and September 30, 2012.

11 The estimate forms the Company provided in response to Staff's request were all completed in very similar handwriting and ink. The estimate forms also failed to include the required customer signatures, dates, and signatures of company representatives.

12 After reviewing Best Moving's response and noting the drafting similarities and absence of signatures, Staff attempted to contact the customers listed in the Company's documents. Staff was unable to contact 22 customers, and an additional two customers could not recall whether they had received an estimate form. Seven customers definitively stated that they had never received an estimate form.

13 Best Moving violated RCW 81.04.070 by providing seven falsified estimate forms in an effort to conceal non-compliance with Commission rules. Each instance of a falsified document represents a separate and distinct violation of RCW 81.04.070, resulting in seven violations.

- 14 In the alternative to the seven violations of RCW 81.04.070, the seven instances described above should be added as violations of WAC 480-15-630 and Tariff 15-C alleged in the third cause of action below.

**V. SECOND CAUSE OF ACTION
(Violation of WAC 480-15-630, failure to provide written estimate)**

- 15 The Commission, through its Staff, realleges the allegations contained in paragraphs 2-13 above.
- 16 WAC 480-15-630 requires household goods carriers to provide a written estimate to every customer prior to conducting a move.
- 17 Best Moving violated WAC 480-15-630 by failing to provide a written estimate form prior to a move on at least seven occasions, as substantiated above. The Company's failure results in seven violations.

**VI. THIRD CAUSE OF ACTION
(Violations of WAC 480-15-630 and Tariff 15-C, estimate forms omitting several Commission-required rates, terms, and conditions.)**

- 18 The Commission, through its Staff, realleges the allegations contained in paragraphs 2-16 above.
- 19 Under WAC 480-15-630, a carrier's written estimates must comply with the requirements set forth in the Commission-published tariff.
- 20 Commission-published Tariff 15-C, Item 85(2)(a) requires that all estimates include the carrier's address.
- 21 Tariff 15-C, Item 85(2)(c) requires that all estimates include a space for the customer to sign or initial as acknowledgement of receipt of the brochure "Your Guide to Moving in Washington State."
- 22 Tariff 15-C, Item 85(2)(h) requires that all estimates for long distance shipments include an estimate of the total weight of the shipment an explanation of the formula used.

- 23 Tariff 15-C, Item 85(2)(j) requires that all estimates for long distance moves include the mileage between the origin, destination, and intermediate stops as well as associated rates and charges.
- 24 Tariff 15-C, Item 85(2)(m) requires that all estimates include charges for loss or damage protection coverage.
- 25 Tariff 15-C, Item 85(2)(p) requires that all binding estimates include a statement that the estimate is a guarantee of the cost of the move and that the carrier will not charge above the estimated charges without preparing a supplemental estimate.
- 26 Tariff 15-C, Item 85(2)(1) requires that all nonbinding estimates include the following statements:
- i. The estimate is not binding;
 - ii. The cost of the move may exceed the estimate;
 - iii. The carrier must release the shipment to the customer upon payment of 110 percent of the estimate. Carriers must allow customers at least 30 days from date of delivery to pay amounts in excess of 110 percent; and
 - iv. The customer is not required to pay more than 125 percent of the estimate regardless of the total costs unless the carrier issues and the customer accepts a supplemental estimate.
- 27 Tariff 15-C, Item 85(2)(r) requires that all estimates include the forms of payment the carrier will accept.
- 28 Best Moving violated WAC 480-15-630 and Tariff 15-C by failing to include the requirements listed in paragraphs 19 through 26 above in its written estimate forms on 24 occasions reviewed by Staff. The Company's actions result in 24 separate and distinct violations. Alternatively, if the seven instances described in the first cause of action above are included as violations of WAC 480-15-630 and Tariff 15-C rather than violations of RCW 81.04.070 as alleged, the Company's actions result in 31 separate and distinct violations.

VII. FOURTH CAUSE OF ACTION

(Violation of WAC 480-15-630 and Tariff 15-C, Item 85(2)(g), failure to include a separate household goods cube sheet with estimate form)

- 29 The Commission, through its Staff, realleges the allegations contained in paragraphs 2-27 above.

- 30 Commission-published tariff 15-C, Item 85(2)(g) requires that a table of measurements, or household goods cube sheet, accompany all written estimates issued prior to a move.
- 31 Best Moving violated WAC 480-15-630 and Tariff 15-C, Item 85(2)(g) by failing to issue a cube sheet with the written estimate prior to a move on 31 occasions reviewed by Staff. The Company's actions result in 31 separate and distinct violations.

VIII. FIFTH CAUSE OF ACTION
(Violation of WAC 480-15-710 and various sections of Tariff 15-C, Item 95, failure to comply with requirements for a bill of lading)

- 32 The Commission, through its Staff, realleges the allegations contained in paragraphs 2-30 above.
- 33 Under WAC 480-15-710, household goods carriers must issue a completed bill of lading with every move, and the bill of lading must include all of the requirements listed in the Commission-published tariff.
- 34 Commission-published Tariff 15-C, Item 95(1)(g) requires that all bills of lading include a separate section declaring the customer's preferences relating to storage.
- 35 Tariff 15-C, Item 95(1)(h) requires that all bills of lading include a separate section indicating whether the customer received a binding or nonbinding estimate.
- 36 Tariff 15-C, Item 95(1)(i) requires that all bills of lading include a statement that the carrier must release the shipment to the customer upon payment of no more than 110 percent of estimated charges when a customer uses a nonbinding estimate.
- 37 Tariff 15-C, Item 95(1)(j) requires that all bills of lading include a statement that the carrier will extend credit for at least 30 days and within that period the customer must pay the remainder due.
- 38 Tariff 15-C, Item 95(1)(k) requires that all bills of lading include a section where the customer selects the type of loss and damage protection for the shipment.
- 39 Tariff 15-C, Item 95(1)(m) requires that all bills of lading for shipments billed using hourly rates include any interruption times.

- 40 Tariff 15-C, Item 95(1)(n) requires that all bills of lading include a list of all charges by separate line item. The list must include descriptions as well as the amount and type of the charge.
- 41 Tariff 15-C, Item 95(2) requires that a Commission-specified disclosure of contract terms and conditions appear the back of the bill of lading.
- 42 Best Moving violated WAC 480-15-710 and Tariff 15-C, Item 95 because the Company's bill of lading failed to include the requirements set forth in paragraphs 33 through 40 above. Best Moving's bill of lading failed to include the above items on 31 occasions reviewed by Staff, resulting in 31 separate and distinct violations.

IX. SIXTH CAUSE OF ACTION

(Violation of WAC 480-15-710 and Tariff 15-C, unauthorized language included in bill of lading)

- 43 The Commission, through its Staff, realleges the allegations contained in paragraphs 2-41 above.
- 44 Tariff 15-C, Item 95(2), Section 6 of the Commission-required disclosure of contract terms and conditions states that the customer may file a claim for loss, damage, overcharge, injury, or delay within nine months of the date of delivery.¹
- 45 The Company's bill of lading states that customers must report any claims for loss or damage within 24 hours
- 46 Best Moving violated WAC 480-15-710 and Tariff 15-C by actively including inaccurate and unauthorized language in its bill of lading on 31 occasions reviewed by Staff. This results in 31 separate and distinct violations.

X. SEVENTH CAUSE OF ACTION

(Violation of WAC 480-15-610(1), failure to include Company's physical address on website)

- 47 The Commission, through its Staff, realleges the allegations contained in paragraphs 2-44 above.

¹ WAC 480-15-800(2) also expressly grants customers up to nine months to file a complaint or claim.

- 48 WAC 480-15-610(1) requires a household goods carriers to include its physical address in any advertising, including websites.
- 49 Best Moving committed one violation of WAC 480-15-610(1) by failing to include the Company's physical address on its website.

**XI. EIGHTH CAUSE OF ACTION
(Violation of WAC 480-15-490(3), failure to follow rates, terms, and conditions set forth in Commission published tariff)**

- 50 The Commission, through its Staff, realleges the allegations contained in paragraphs 2-47 above.
- 51 WAC 480-15-490(3) requires household goods carriers to follow the rates, terms, and conditions authorized in the Commission-published tariff.
- 52 Commission-published Tariff 15-C, Item 230 requires a minimum hourly charge of four hours for all weekend moves.
- 53 Commission-published Tariff 15-C, Item 230 requires carriers to record time in increments of 15 minutes.
- 54 Commission-published Tariff 15-C does not authorize fuel surcharges or gas fees.
- 55 Best Moving violated WAC 480-15-490(3) by charging customers in six minute increments on one occasion, failing to calculate or record required minimum hourly charges for weekend moves on three occasions, and including a fuel surcharge on six occasions. This results in 10 separate and distinct violations.

XII. APPLICABLE LAW

- 56 A public service company that violates any order or rule of the Commission or any provision of RCW Title 81 is subject to a penalty up to one-thousand dollars for each violation. RCW 81.04.380. In the case of a continuing violation, every day's continuance represents a separate and distinct violation. *Id.*

XIII. REQUEST FOR RELIEF

- 57 Staff requests that the Commission find that Best Moving committed the violations of Commission rules and state laws set forth in the allegations above.

- 58 Staff requests that the Commission, pursuant to its authority under RCW 81.04.380, impose monetary penalties on Best Moving for violations of Commission rules and state laws.
- 59 Staff requests that the Commission, pursuant to WAC 480-15-450, cancel Best Moving's permit for good cause.

XIV. PROBABLE CAUSE

- 60 Based on a review of Staff's investigation report and all supporting documents, and consistent with RCW 80.01.060 and WAC 480-07-307, the Commission finds probable cause exists to issue this complaint.

XV. NOTICE OF PREHEARING CONFERENCE

- 61 The COMMISSION GIVES NOTICE That it will hold a prehearing conference in this matter at **1:30 p.m., on Tuesday, October 7, 2014**, in Room 206, the Commission's Hearing Room, Second Floor, Richard Hemstad Building, 1300 S. Evergreen Park Drive S.W., Olympia, Washington.
- 62 The Commission will hear this matter under the Administrative Procedure Act (APA), particularly Part IV of RCW 34.05 relating to adjudications. The provisions of the APA that relate to this proceeding include, but are not limited to RCW 34.05.413, RCW 34.05.431, RCW 34.05.434, RCW 34.05.440, RCW 34.05.449, and RCW 34.05.452. The Commission will follow its procedural rules in WAC 480-07 in this proceeding.
- 63 The purpose of the prehearing conference is to consider requests for intervention, resolve scheduling matters including establishing dates for distributing evidence and workpapers, to identify the issues in the proceeding and determine other matters to assist the Commission in resolving the matter, as listed in WAC 480-07-430.
- 64 **INTERVENTION:** Persons who wish to intervene should file a petition to intervene in writing at least three business days before the date of the prehearing conference. *See* WAC 480-07-355(a). The Commission will consider oral petitions to intervene during the conference, but strongly prefers written petitions to intervene. Party representatives must file a notice of appearance with the Commission no later than the business day before the conference. *See* WAC 480-07-345(2).

65 Any party or witness in need of an interpreter or other assistance should fill out the form attached to this notice and return it to the Commission. The Commission will set the time and place for any evidentiary hearings at the prehearing conference, on the record of a later conference or hearing session, or by later written notice.

66 **The COMMISSION GIVES NOTICE that any party who fails to attend or participate in the prehearing conference set by this Notice, or any other stage of this proceeding, may be held in default under RCW 34.05.440 and WAC 480-07-450.**

67 The names and mailing addresses of all parties and their known representatives are as follows:

Complainant: Washington Utilities and Transportation
Commission
1300 S. Evergreen Park Drive SW
P.O. Box 47250
Olympia, WA 98504-7250
(360) 664-1160

Representative: Brett P. Shearer
Assistant Attorney General
1400 S. Evergreen Park Drive SW
P.O. Box 40128
Olympia, WA 98504-0128
(360) 664-1187
bshearer@utc.wa.gov.

Respondent: Best Moving and Delivery LLC
PO Box 3451
Federal Way, WA 98063
(206) 613-9559

68 Administrative Law Judge Marguerite E. Friedlander, from the Commission's Administrative Law Division, will preside during this proceeding

69 The Commission will give parties notice of any other procedural phase of the proceeding in writing or on the record, as appropriate during this proceeding.

DATED at Olympia, Washington, and effective September 11, 2014.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

GREGORY J. KOPTA
Administrative Law Judge
Director, Administrative Law Division

PLEASE NOTE: The hearing facilities are accessible to interested people with disabilities; that smoking is prohibited; and, if limited English-speaking or hearing-impaired parties or witnesses are involved in a hearing and need an interpreter, a qualified interpreter will be appointed at no cost to the party or witness.

The information needed to provide an appropriate interpreter or other assistance should be stated below and returned to Washington Utilities and Transportation Commission, Attention: Steven V. King, 1300 S. Evergreen Park Drive SW, P.O. Box 47250, Olympia, WA 98504-7250. (PLEASE SUPPLY ALL REQUESTED INFORMATION)

Docket: _____

Case Name: _____

Hearing Date: _____ Hearing Location: _____

Primary Language: _____

Hearing Impaired: (Yes)_____ (No)_____

Do you need a certified sign language interpreter?:

Visual_____ Tactile_____

Other type of assistance needed: _____

English-speaking person who can be contacted if there are questions:

Name: _____

Address: _____

Phone No.: (____)_____