

**Appendix A****Washington State Complaint: CAS-25543-C4C7G2**

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**Company: Clutter Inc.****Industry: Household Goods Carriers****Customer:** [REDACTED]**Alt Contact:****Account Number:****Service Phone: 469-** [REDACTED]**E-mail Address:** [REDACTED]@gmail.com**Service Address:** [REDACTED] Lynnwood WA 98036**Complaint: CAS-25543-C4C7G2****Type: Complaint****Serviced By: Corey Cook****Grouped By: Disputed Bill****Opened On: 8/26/2019 2:30:00 PM****Closed On: 11/7/2019 9:50:35 AM****Disposition: Company upheld with violations and arrangements****Violations Total: 5****TA Total: 3****Amount Customer Saved:****Description:**

On 7/11/2019, the customer's goods were moved from his origin address: [REDACTED], Redmond, WA 98052 to the company's temporary storage. On 7/16/2019, the goods were transported to the customer's destination address: [REDACTED] Lynnwood, WA 98036.

The customer claims he was charged a cancellation fee that was not previously discussed with him because he did not have at least one article in his reserved storage space with Clutter.

\*Please provide a response to the complaint and all documentation for this customer's move, including but not limited to: the written estimate, inventory form, bill of lading, the customer's claim form, and all correspondence with the customer. Please provide both sides of any two-sided documents.

8/26/2019 4:05 p.m. passed to Clutter via email. Response due 9/3/2019 by 5 p.m.

### **Supervisor Result:**

### **Customer Resolution:**

### **Result:**

On 7/11/2019, 7/12/2019, and 7/16/2019, Clutter, Inc. completed household goods moves for this customer. For the 7/11/2019, and 7/12/2019 moves, the customer initialed that his goods were being placed into permanent storage. The \$750 cancellation fee was an unregulated charge related to permanent storage; however, the company agreed to waive the fee as a courtesy. On 7/16/2019, the customer's goods were delivered to his new home. Violations recorded - 5

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## **Violations**

**WAC or RCW: 480-15-890(1)**

**Count: 1**

**TA:**

**Description: On 8/26/2019, a complaint was passed to Clutter, Inc. requesting all documentation for this customer's move with a response due date of 9/3/2019 by 5 p.m. Clutter did not provide all requested moving documents in its initial response. The company was notified of the violation.**

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**WAC or RCW: 480-15-890(2)**

**Count: 1**

**TA:**

**Description: Please note I have recorded one violation of WAC 480-15-890(2) because on 9/11/2019, a request for additional information was sent to Clutter,**

**Inc. with a response due date of 9/18/2019 by 5 p.m.; however, it still did not provide all necessary documentation for the customer's move. The company was notified of the violation.**

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**WAC or RCW: 480-15-490(3)**

**Count: 3**

**TA:**

**Description: On 7/11/2019, 7/12/2019, and 7/16/2019, Clutter, Inc. conducted household goods moves for this customer; however, it did not charge in accordance with Tariff 15-C for any of the three moves. The company was notified of the violations.**

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**WAC or RCW: 480-15-630(7)**

**Count:**

**TA: 3**

**Description: Clutter, Inc.'s estimates for these moves did not satisfy the requirements of Tariff 15-C. Tariff 15-C, Item 85, (2), i was insufficient because Clutter did not record time to the nearest 15 minute interval as required by Tariff 15-C, Item 230, 2. Tariff 15-C, Item 85, (2), n was insufficient because Clutter did not indicate the type of storage to be provided on the estimate. Tariff 15-C, Item 85, (2), s was insufficient because the Carrier Representative's signature was typed into the form, rather than signed physically or electronically. The company was notified of the technical assistance.**

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### **Activities**

**Activity Type: Activity**

**Activity Date: 8/26/2019 2:25:00 PM**

**Contact:**

**Subject: [Initial complaint to company](#)**

## BUSINESS INFORMATION

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Business Name:

**CLUTTER INC.**

UBI Number:

**603 572 359**

Business Type:

**FOREIGN PROFIT CORPORATION**

Business Status:

**ACTIVE**

Principal Office Street Address:

**3526 HAYDEN AVE, CULVER CITY, CA, 90232-2413, UNITED STATES**

Principal Office Mailing Address:

**3526 HAYDEN AVE, CULVER CITY, CA, 90232-2413, UNITED STATES**

Expiration Date:

**02/28/2021**

Jurisdiction:

**UNITED STATES, DELAWARE**

Formation/ Registration Date:

**02/15/2016**

Period of Duration:

**PERPETUAL**

Inactive Date:

Nature of Business:

**TRANSPORTATION & WAREHOUSING**

## REGISTERED AGENT INFORMATION

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Registered Agent Name:

**REGISTERED AGENT SOLUTIONS, INC.**

Street Address:

**3400 CAPITOL BLVD. SE, SUITE 101, TUMWATER, WA, 98501, UNITED STATES**

Mailing Address:

**P.O. BOX 1368, OLYMPIA, WA, 98507, UNITED STATES**

## GOVERNORS

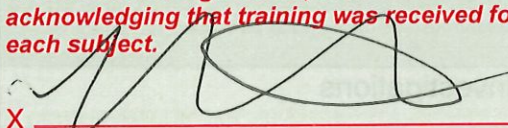
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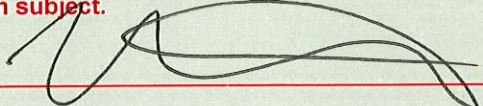
<b>Title</b>	<b>Governors Type</b>	<b>Entity Name</b>	<b>First Name</b>	<b>Last Name</b>
GOVERNOR	INDIVIDUAL		BRIAN	THOMAS
GOVERNOR	INDIVIDUAL		ARI	MIR
GOVERNOR	INDIVIDUAL		OMAR	HAMOUI

## VERIFICATION OF TRAINING RECEIVED

This document is used to record completion of training in specific topics important to the operations of household goods carriers operating in the State of Washington. It will become part of the motor carrier file maintained by the Commission.

Name of HHG Company (as registered) and Permit No. <b>Clutter</b> <b>JH6067494</b>	Date of Training <b>11.7.17</b>	Name of Trainer(s)
Name of Attendee (please print clearly) <b>Britta Mueller</b>	Phone Number <b>312.208.3983</b>	Email address <b>britta.mueller@clutter.com</b>
<b>Consumer Protection-Rules and Tariff Training</b>	<p style="color: red; font-size: small;">Attendee must sign below, then initial each line acknowledging that training was received for each subject.</p> <p style="color: red; font-size: x-small;">X </p>	
Investigations	RM	
Rules and Tariff	RM	
Permits	RM	
Changes to a Permit	RM	
Canceling a Permit	RM	
Advertising	RM	
Estimates / Table of Measurements (cube sheet)	RM	
Binding or Non-binding	RM	
Consumer Information (brochure-Guide to Moving in WA)	RM	
Loss & Damage Protection (Valuation)	RM	
Rates (General)	RM	
Rates (Hourly-Rated Moves)	RM	
Rates (Mileage-Rated Moves)	RM	
Storage	RM	
Supplemental Estimates	RM	
Containers	RM	

Estimate Charges (Signatures and Date)	RM
Bills of Lading	RM
Start, Stop and Interruptions	RM
Bill of Lading (Valuation)	RM
Bill of Lading (Terms, Signature and Date)	RM
Bill of Lading (Summary of Charges and Signature)	RM
Complaints and Claims	RM
Annual Reports & Regulatory Fees	RM
<b>Safety Regulations</b>	<p><i>Attendee must sign below, then initial each line acknowledging that training was received for each subject.</i></p> <p>X </p>
Applicability/Definitions/Acronyms	RM
Drug and Alcohol Testing	RM
Pre-Employment Drug Testing	RM
Post Accident Testing	RM
Random Testing	RM
Selection & Notification	RM
Reasonable Suspicion Testing	RM
Subpart B Prohibitions	RM
Prescribed Medications	RM
Drug & Alcohol Policy	RM
Consequences for Engaging in Drug & Alcohol Use	RM
Commercial Driver's License Vehicles that require a CDL/Endorsements	RM
Driver Qualification File	RM
Criminal Background Checks	RM
Multiple Employer Driver	RM









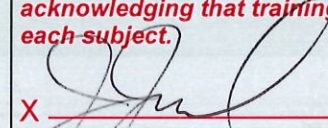
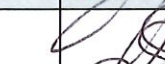











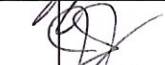


Driver Operations	BM
Cellphone/Texting	BM
<b>Rules and Tariff Training</b>	<p>Attendee must sign below, then initial each line acknowledging that training was received for each subject.</p> <p>X </p>
Insurance	BM
Parts and Accessories/Inspection and Use of Equipment	BM
Required Records	BM
Pre-Trip Inspection	BM
Driver Vehicle Inspection Report	BM
Periodic Inspection	BM
Marking of Motor Vehicles	BM
Equipment Leasing	BM
Accident Register	BM
Hours of Service	BM
Maximum Driving Times	BM
100 Air Mile Radius Driver/150 Air Mile Radius Driver	BM
34- Hour Restart	BM
Driver's Duty Status Record	BM
Driver's Log Book Requirements	BM
On Duty	BM
CVSA	BM
Safety Compliance Review (CR)	BM
Record Keeping Requirements	BM
CSA	BM



## VERIFICATION OF TRAINING RECEIVED

This document is used to record completion of training in specific topics important to the operations of household goods carriers operating in the State of Washington. It will become part of the motor carrier file maintained by the Commission.

Name of HHG Company (as registered) and Permit No.	Date of Training	Name of Trainer(s)
JOHN JENKINS CLUTTER TH6067494	8/7/19	JASON ED SHER, RACHEL
Name of Attendee (please print clearly)	Phone Number	Email address
JOHN JENKINS	425-902-2503	jrtjenkins john.jenkins@clutter.com
<b>Consumer Protection-Rules and Tariff Training</b>	Attendee must sign below, then initial each line acknowledging that training was received for each subject.	
	X _____	
Investigations	[Signature]	
Rules and Tariff	[Signature]	
Permits	[Signature]	
Changes to a Permit	[Signature]	
Canceling a Permit	[Signature]	
Advertising	[Signature]	
Estimates / Table of Measurements (cube sheet)	[Signature]	
Binding or Non-binding	[Signature]	
Consumer Information (brochure-Guide to Moving in WA)	[Signature]	
Loss & Damage Protection (Valuation)	[Signature]	
Rates (General)	[Signature]	
Rates (Hourly-Rated Moves)	[Signature]	
Rates (Mileage-Rated Moves)	[Signature]	
Storage	[Signature]	
Supplemental Estimates	[Signature]	
Containers	[Signature]	



Estimate Charges (Signatures and Date)	
Bills of Lading	
Start, Stop and Interruptions	
Bill of Lading (Valuation)	
Bill of Lading (Terms, Signature and Date)	
Bill of Lading (Summary of Charges and Signature)	
Complaints and Claims	
Annual Reports & Regulatory Fees	
<b>Safety Regulations</b>	<p><i>Attendee must sign below, then initial each line acknowledging that training was received for each subject.</i></p> <p>X </p>
Applicability/Definitions/Acronyms	
Drug and Alcohol Testing	
Pre-Employment Drug Testing	
Post Accident Testing	
Random Testing	
Selection & Notification	
Reasonable Suspicion Testing	
Subpart B Prohibitions	
Prescribed Medications	
Drug & Alcohol Policy	
Consequences for Engaging in Drug & Alcohol Use	
Commercial Driver's License Vehicles that require a CDL/Endorsements	
Driver Qualification File	
Criminal Background Checks	
Multiple Employer Driver	

Driver Operations	
Cellphone/Texting	
<b>Safety Regulations</b>	<p><b>Attendee must sign below, then initial each line acknowledging that training was received for each subject.</b></p> <p>X _____</p>
Insurance	
Parts and Accessories/Inspection and Use of Equipment	
Required Records	
Pre-Trip Inspection	
Driver Vehicle Inspection Report	
Periodic Inspection	
Marking of Motor Vehicles	
Equipment Leasing	
Accident Register	
Hours of Service	
Maximum Driving Times	
100 Air Mile Radius Driver/150 Air Mile Radius Driver	
34- Hour Restart	
Driver's Duty Status Record	
Driver's Log Book Requirements	
On Duty	
CVSA	
Safety Compliance Review (CR)	
Record Keeping Requirements	
CSA	

Handwritten text, possibly initials or a signature, located in the bottom right corner of the page.

Clutter

clutter.com/getstarted

Apps MyPortal Annual Reports Tariff 15-C Consumer Protection... Compliance Items Movers' Court UTC Home UTC Investigations CTL UT-181051 UTC Webpage Tariffs DOL DRIVES

## Your quote is ready!

<b>10' x 10' storage</b>	\$219/mo
<a href="#">Edit</a>	

<b>Commitment</b>	Month to month
<a href="#">Edit</a>	

Moving & Packing is \$168/hr for 2 movers.

### Included

- ✓ Moving & packing services
- ✓ Packing supplies
- ✓ One truck & a professional driver
- ✓ Online photo catalog
- ✓ Door to Door deliveries & pickups available for purchase [?](#)

[←](#) [Next](#)

Screenshot of Clutter's storage quote captured on March 5, 2021.

← → ↻ stor-house.com/self-storage/renton-wa-98056/

Apps MyPortal Annual Reports Tariff 15-C Consumer Protectio... Compliance Items Movers' Court UTC

<b>10×10</b>	<ul style="list-style-type: none"><li>• Drive up access</li><li>• FREE Move-In truck use</li></ul>	<b>Flat Monthly Rate – No Fees:</b>  <b>\$185</b>	
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Screenshot of Stor-House storage quote captured on March 8, 2021.

← → ↻ publicstorage.com/self-storage-wa-renton/1841?pid=pslocalsearch









Apps MyPortal Annual Reports Tariff 15-C Consumer Protectio... Compliance Items Movers' Court UTC Home UTC Ir

**Public Storage**  **Find Storage**

1ST FLOOR

<b>Medium 10' x 10'</b> ⓘ	<b>\$187/mo</b>		<b>Hold Now</b> No Obligation
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Screenshot of Public Storage quote captured on March 8, 2021.

8x12	 Non-Climatized  Inside	<del>\$139.00</del> 50% off 3 months <a href="#">Read more about our response to COVID-19 HERE</a>	<a href="#">DISMISS</a>	<a href="#">RENT NOW</a>
10x10	 Non-Climatized  Inside	\$164.00 50% off 3 months		<a href="#">RENT NOW</a> <a href="#">RESERVE</a>
10x10	 Climate Controlled  Outside	\$209.00 50% off 2 months		<a href="#">RENT NOW</a> <a href="#">RESERVE</a>
10x10	 Climate Controlled  Inside	\$244.00 50% off 1st month		<a href="#">RENT NOW</a>

Screenshot of Urban Storage quote captured on March 8, 2021.

**Appendix E****Washington State Complaint: CAS-23433-M8W1V9**

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**Company: Clutter Inc.****Industry: Household Goods Carriers****Customer:** [REDACTED]**Alt Contact:****Account Number:****Service Phone: 408-** [REDACTED]**E-mail Address:** [REDACTED]@gmail.com**Service Address:** [REDACTED] Bellevue WA 98004**Complaint: CAS-23433-M8W1V9****Type: Complaint****Serviced By: Rachel Stark****Grouped By: Quality Of Service****Opened On: 7/31/2018 5:30:00 PM****Closed On: 11/19/2018 12:42:25 PM****Disposition: Consumer upheld****Violations Total: 3****TA Total: 0****Amount Customer Saved:****Description:**

The customer hired the company to move her on May 25, 2018, from her home at [REDACTED] SE, Bellevue, WA 98004 to temporary storage at the company's storage facility. The customer was not told where their storage facility was located. The company failed to move all of her belongings

leaving the contents of the garage and numerous rooms. So the company scheduled to come back June 11 between 7 and 9 a.m. to complete her move, however, did not arrive until 12:30 p.m. When she arrived, she saw two or three of the movers smoking marijuana and stopped when they noticed she saw them. She called and spoke with the manager, Tanner, and then later a person named Leddy in the office who said they do a drug screen on all of their employees and are not allowed to smoke. They will investigate and get back with her. She has not received a return call regarding their investigation.

The company was then scheduled to move her on July 8, 2018, from their storage facility to her home at [REDACTED], Bellevue, WA 98004. The company showed with only ten boxes and no furniture or any of her other items. She spoke with the company who told her that her belongings were mixed with other customers and they will sort it out and deliver her goods on July 10. On July 10, they were scheduled to show between 7 and 11 a.m., however, did not show until 1 p.m. She went downstairs because they had not called or let her know they arrived and acknowledged they were there and where her apartment was located. She waited about another half hour and went back downstairs and they were talking instead of unloading her goods. She states the first item delivered to her apartment was at 2 p.m. She was not provided with names or any telephone numbers of the men showing to deliver her goods.

When she asked why they were not working and seems sluggish, one of the workers told her they had been working since 4 a.m. She said the workers created damage to her goods because they unwrapped her items before getting it out of the truck.

They dropped her three-piece sectional leather couch on the bare concrete and dragged it creating a tear in the leather, scratches and deep marks on the back of the sectional. They also cracked the side of a Chinese antique chest because they did not use a protective cloth. There were also dents and scratches everywhere on her Japanese antique chest because again, they did not use protective cloths.

They moved her piano and only used plastic wrap and put a deep scratch on the side of the piano.

She has two dining tables, one round and one rectangle which were not protected and they scratched and dented them.

Her guest room nightstand has a long and deep scratch because they failed to use protective cloth.

Her lampshade was cracked as well because they were careless.

She said the company's office called one of the workers at 6 p.m. and told them they had to leave because they cannot work past 6 p.m. So the workers all left without finishing the move. They put everything in her home, not removing any protective cloths. They were supposed to attached her headboard for the master bed and did not. They were to assemble the dining table legs, and did not. They did not have her sign anything and just left without providing her any documents for her move.

She called on July 11 and the company was supposed to send her the online complaint form. She then told them they left four or five of their blankets and they told her to just keep or toss them.

On July 23, she receive a text from the company telling her they found some additional items in their warehouse and will deliver them July 26. She said this is another example of the company's inability to provide her a proper move.

The company failed to provide her with any estimate or any move documents for her move and she would like to know why as well as when they will fix the damage to her items. She said they took pictures, however, did not provide her with any of those either.

When responding to this consumer complaint, please provide copies of front and back of all documents for this customer's move. Please include any emails, texts, and notes.

July 31, 2018 – 4:57 p.m. Consumer complaint passed to the company via email  
The response is due August 7, 2018

### **Supervisor Result:**

### **Customer Resolution:**

### **Result:**

The customer contacted the company July 11, 2018, to report her damages. The company provided her information to file a damage claim via an email sent to her on July 11, 2018. The customer had an antique Japanese Kiri Tansu and a Chinese chest which is not the responsibility of the company because antiques are not company liability. The customer, Mr. Victor Wu, who originally hired the company agreed to \$2,500 coverage for damages. The company offered the customer a \$5,000 resolution. When the company failed to deliver all items on July 10, the company paid for the customer and her family at a hotel of her choice until all remaining items could be delivered at a cost of \$490.77. The crew showed up to the customer's home two hours late due to the delay during the previous job. The company provided the customer a \$100 credit for their delay. The company fully investigating the claim of employee marijuana usage. The company failed to provide the customer a copy of "Consumer Guide to Moving in Washington State, an estimate, or a Bill of Lading. The company state it has a temporary permit and are in the process with their lawyer to include all commission documents in their future moves. Total Violations Recorded: 3

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## **Violations**

**WAC or RCW: 480-15-620(1)**

**Count: 1**

**TA:**

**Description: On May 30, 2018, the company failed to provide the customer a copy of the commission publication "Consumer Guide to Moving in Washington State." The rule states carriers must give each customer a copy of the commission publication "Consumer Guide to Moving in Washington States.' At the time the carrier gives the customer a written estimate. The company can get a copy of this publication on the commission's website at [www.utc.wa.gov](http://www.utc.wa.gov). The company was advised of the violation.**



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**WAC or RCW: 480-15-630**

**Count: 1**

**TA:**

**Description: The company failed to provide this customer a written estimate for her May 30, 2018, move into temporary storage and then out of temporary storage to her new home. The rule states every carrier is required to provide a written estimate to every customer prior to moving a shipment of household goods. Referred the company to WAC 480-15-630 which is the rule requirements of estimates. In particular, WAC 480-15-630(6) specifically list the required elements of the estimate that is to be provided to the customer prior to a move. The company was advised of the violation.**

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**WAC or RCW: 480-15-710(2)**

**Count: 1**

**TA:**

**Description: The company failed to provide the customer a copy of her Bill of Lading for her May 30, 2018, move that completed with her move out of temporary storage on July 8, 2018. The rule states the carrier must issue a bill of lading for each shipment of household goods it transports and must give the customer a completed copy of the Bill of Lading used for the customer's shipment. The company was advised of the violation.**

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**Activities**

**Washington State Complaint: CAS-27207-N1H4F3**

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**Company: Clutter Inc.****Industry: Household Goods Carriers****Customer:** [REDACTED]**Alt Contact:****Account Number:****Service Phone: 253-** [REDACTED]**E-mail Address:** [REDACTED]@gmail.com**Service Address:** [REDACTED] Auburn WA 98002**Complaint: CAS-27207-N1H4F3****Type: Complaint****Serviced By: Corey Cook****Grouped By: Disputed Bill****Opened On: 8/13/2020, 8:00:00 AM****Closed On: 11/13/2020, 4:01:55 PM****Disposition: Consumer upheld****Violations Total: 10****TA Total: 8****Amount Customer Saved: \$420.00****Description:**

Origin one:

[REDACTED]  
Seattle, WA 98126

Origin two:

Storage unit - unknown address

Seattle, WA

**Destination:**

[REDACTED]  
Auburn, WA 98002

In 2019, the customer had a local household goods move completed by Clutter, Inc. (Clutter) The goods were taken to Clutter's permanent storage facility, which the customer was not given access to. In March 2020, the customer had some goods from his storage unit placed in Clutter's storage facility, under a local move, as well. The advertising originally offered to the customer was no-cost transportation of his goods and only paying the storage facility fees.

In March 2020, when the customer's goods were taken from his storage unit to Clutter's facility, the customer said Clutter's employees spent over two hours wrapping a couch, which he did not request as he said it is not a long-term piece of furniture for him. Clutter charged the customer over \$300 for two items because of the length of time it took Clutter's employees to wrap a couch.

When the customer requested to have his goods taken out of Clutter's facility to his destination address, Clutter said it is now charging him \$9 per item to be moved, in addition to either a \$29 or \$49 charge for Clutter using its own vehicle to deliver the goods.

The customer was not given any advance notice that his price structure would be changing and believes Clutter is not treating him fairly.

\*Please provide a narrative response to the complaint and all documentation for this customer's move, including but not limited to: the written estimate, inventory form, bill of lading, the customer's claim form, and all correspondence with the customer. Please provide both sides of any two-sided documents.

8/13/2020 8:23 a.m. passed to Clutter via email. Response due 8/20/2020 by 5 p.m.

**Supervisor Result:****Customer Resolution:****Result:**

On 6/19/2019, 2/28/2020, 7/3/2020, 8/3/2020, and 8/26/2020, the customer had moves completed by Clutter. For all five moves, Clutter did not charge rates as outlined in Tariff 15-C. For each move, substantial technical assistance was provided to assist Clutter in getting into compliance with Tariff 15-C. Clutter has stated it plans to file a company-specific tariff with the commission and will discontinue accepting new Washington customers until a new tariff has been approved. Clutter stated it will conduct all moves for existing customers in compliance with the rates outlined in Tariff 15-C until the new tariff is approved by the commission. Clutter was informed it cannot assess fees that are not part of Tariff 15-C, including the \$29/\$49 truck fee or the \$9 per item charge for moving. Clutter said it will provide a compliant move estimate to the customer to move his goods out of permanent storage to his home. It did this on the 8/3/2020 and 8/26/2020 moves. Clutter states on 11/22/2019 it did notify the customer by email of the rate change for his price structure. Clutter has provided sufficient plans for coming into compliance within the next 30 days; however, Clutter has some aspects that will take greater than 30 days to complete. This includes collecting physical employee signatures and rounding time to the nearest 15-minute interval. As a result of this complaint, Clutter agreed to refund a total of \$390 for the two August 2020 moves. This amount was adjusted by credits issued by the company to the customer. On 9/8/2020, Clutter refunded \$80 to the customer's credit card. On 10/20/2020, Clutter refunded \$36.96 to the customer's credit card. On 10/20/2020, Clutter issued another refund of \$273.04 to the customer's credit card. Violations recorded - 10

## Violations

**WAC or RCW: 480-15-490(3)**

**Count: 6**

**TA:**

**Description: On 6/19/2019, 7/3/2019, 8/3/2019, 9/25/2019, 8/2/2020, and 8/26/2020, Clutter completed household goods moves for this customer. One violation is recorded for each move because Clutter did not charge the customer moving costs as required under Tariff 15-C. Additionally, on 8/2/2020, Clutter charged the customer \$9 per item plus a \$29 truck fee, which are not costs allowable under Tariff 15-C. The company was notified of the violations.**

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**WAC or RCW: 480-15-630(7)**

**Count: 2**

**TA: 4**

**Description: On 6/19/2019, 7/3/2019, 8/3/2019, 9/23/2019, 8/2/2020, and 8/26/2020, Clutter completed household goods moves for this customer; however, did not complete the estimates according to Tariff 15-C. On each estimate, the company's representative's signature was typed into the document rather than a hand-written signature. A signature is required under Tariff 15-C, Item 85, Section 2, subsection t. Four technical assistance were provided. One violation was assessed because the same technical assistance was given to Clutter in October 2019. Only one move occurred after the previous technical assistance was provided. The company was notified of the violation and technical assistance.**

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**WAC or RCW: 480-15-710(3)**

**Count: 2**

**TA: 4**

**Description: On 6/19/2019, 7/3/2019, 8/3/2019, 9/25/2019, 8/2/2020, and 8/26/2020, Clutter completed household goods moves for this customer; however, failed to separate each employee's time on the bill of lading. Tariff 15-C, Item 95, Section 1, subsection m requires each employee's time, including breaks, to be listed individually. Clutter wrote all employees in one single line on the bills of lading. Four technical assistance were provided, one for each move 6/19/2019, 7/3/2019, 8/3/2019, and 9/25/2019. One violation was assessed, each, for the 8/2/2020 and 8/26/2020 moves because Clutter was given technical assistance**

**for this issue previously in October 2019 for another commission-complaint. The company was notified of the violation and technical assistance.**

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**Activities**

**Activity Type: Email**

**Activity Date: 8/13/2020, 8:23:45 AM**

**To: aaron.bagherpour@clutter.com;**

**From: corey.cook@utc.wa.gov**

**Subject: [WA UTC Complaint CAS-27207-N1H4F3 for Matthew Bodine CRM:0132726](#)**

**Attachments: 0**

**Body:**

**New complaint**

+++++

**Washington UTC Complaint CAS-27207-N1H4F3**

Company: Clutter Inc.

Customer: [REDACTED]

Account #:

Contact:

Service Address:

[REDACTED]  
Auburn WA 98002

Primary Phone: 253-[REDACTED]

Secondary Phone:

Email Address:

Complaint Information:

Complaint ID: CAS-27207-N1H4F3

Serviced By: Corey Cook

Opened On: 8/13/2020 8:06 AM

Grouped By: Disputed Bill

Description:

Origin one:  
[REDACTED]

Seattle, WA 98126

Origin two:

Storage unit - unknown address

Seattle, WA

Destination:

[REDACTED]  
Auburn, WA 98002



STATE OF WASHINGTON  
UTILITIES AND TRANSPORTATION COMMISSION

621 Woodland Square Loop S.E. • Lacey, Washington 98503

P.O. Box 47250 • Olympia, Washington 98504-7250

(360) 664-1160 • TTY (360) 586-8203

February 27, 2020

Travis Eagles-Soukup  
Clutter Inc.  
21402 24<sup>th</sup> Ave. S, Suite A  
Des Moines, WA 98198

**RE: Data Request**

Dear Travis Eagles-Soukup:

Under Washington State law (Revised Code of Washington 81.04.070), the Utilities and Transportation Commission has the right to inspect the accounts, books, papers and documents of any household goods moving company doing business in this state.

As part of the staff review of your household goods moving company's business practices, please send us the following information and documentation:

1. For every residential move and small goods transportation and storage performed within the state of Washington from June 1, 2019, through Jan. 31, 2020, please provide all original supporting documents related to each customer's move including, but not limited to, the bill of lading, back of the bill of lading containing the Contract Terms and Conditions of Uniform Household Goods Bill of Lading, estimate, supplemental estimate, inventory records, weight slips, contracts, and all documents related to temporary or permanent storage of the goods. Please note that the commission requires original documents. Photocopies will not be accepted. Your original documents will be returned to you at the conclusion of our review.
2. For every residential move and small goods transportation and storage performed within the state of Washington from June 1, 2019, through Jan. 31, 2020, please provide all original supporting documents related to each customer's storage including, but not limited to, itemized list of items in the shipment, record of condition of each article, dates of all charges, record of all advances or payments made or received, dates the shipments were delivered into and forwarded from the warehouse, records of request for

return of household goods, contracts for storage, Contract Terms and Conditions of Uniform Household Goods Small Goods Transportation and Storage Contract, and all documents related to temporary or permanent storage of the goods. Please note that the commission requires original documents. Photocopies will not be accepted. Your original documents will be returned to you at the conclusion of our review.

3. A copy of the company's customer complaint and claims register, listing all complaints and claims received from June 1, 2019, through Jan. 31, 2020, and including all documents related to each complaint and claim.
4. A copy of the criminal back ground check for every current and former employee and a list of current employees employed within Washington State.
5. The name, title, telephone number, and email address of the contact person whom our staff can work with directly for questions that may arise concerning any details of the information provided.

Please mail requested documents to:

Utilities And Transportation Commission  
Atten: Justin Spruiell  
P.O. Box 47250,  
Olympia, Washington 98504-7250

You are required to furnish the above requested documents to commission staff by no later than 5 p.m., on **March 11, 2020**. Please include a copy of this letter with your response. Extension requests may be granted on a case-by-case basis. A request for extension must be made in writing prior to the deadline and must include the reason for the extension.

If you have questions regarding this request, please contact Justin Spruiell, Compliance Investigator, at [Justin.Spruiell@utc.wa.gov](mailto:Justin.Spruiell@utc.wa.gov) or (360) 664-1320. Thank you for your attention to this matter.

Sincerely,



Mark L. Johnson  
Executive Director and Secretary



# Uniform Household Goods Bill of Lading

## Appendix H

US DOT #2719785 | WA UTC # THG067494

Phone (800) 805 - 4023 | 19801 85th Avenue South, Kent, WA 98031

Order # 45-0619-153515

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

**Origin Address** \_\_\_\_\_, WA 98198

**City/State/Zip**

**Customer** \_\_\_\_\_

**Phone** +1360 \_\_\_\_\_

**Email** \_\_\_\_\_@gmail.com

**Additional Stops**

**Billing Address** \_\_\_\_\_ Seattle, Washington 98108

**Destination Address** \_\_\_\_\_ Seattle, Washington 98108

**City/State/Zip**

**Name of Consignee (if different)**

**Phone**

**Email**

**Other**

Hourly Rated Moves										
Date	Vans	Personnel	Start	Arrive	Breaks	Depart	End	Total Hrs.	Rate	Charges
Jun 22, 2019	1	2		8:15 AM	N/A	10:21 AM		4:13	0	0.00

**STORAGE** - If shipment will be placed into storage, the customer must initial.

**Permanent Storage:**

\_\_\_\_\_ The storage location will be at \_\_\_\_\_

\_\_\_\_\_ Shipment is to be placed in storage for more than 90 days.

**Storage Plan:** 10x15 Plan ( 600 cuft)

**MILEAGE RATED MOVES:**

Mileage \_\_\_\_\_

Gross Weight (lbs.) \_\_\_\_\_

Tare Weight \_\_\_\_\_

Rate \_\_\_\_\_

Other \_\_\_\_\_

**Total Charges** \_\_\_\_\_

**LOSS AND DAMAGE PROTECTION (Valuation):** The customer must select and initial only one option.

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

\_\_\_\_\_ **Replacement Cost Coverage with deductible** which includes a \$300 deductible paid by me. This option will cost \$1.15 per \$100 of declared value. The value I declare must be at least \$5.00 times the net weight of the shipment.

\_\_\_\_\_ **Replacement Cost Coverage with no deductible** at a cost of \$1.40 per \$100 of declared value. The value I declare must be at least \$5.00 times the net weight of the shipment.

I declare a total lump sum value for this shipment at: \$ \_\_\_\_\_

**PACKING Materials, Additional Services, Describe:**

_____ # of units	_____ at _____ per unit	_____
_____	_____ at _____ per unit	_____
_____	_____ at _____ per unit	_____
_____	_____ at _____ per unit	_____

**Total Packing Charges** \_\_\_\_\_

**OTHER CHARGES:**

_____	at _____ per unit	_____
_____	at _____ per unit	_____

**Total Other Charges** \_\_\_\_\_

**TRAVEL TIME CHARGES:**

\_\_\_\_\_ Hours for 1 van and 2 men at \_\_\_\_\_ per hour

**Total Travel Time Charges** \$ 0.00

**Estimates: Customer must initial.**

A.D. \_\_\_\_\_ I understand this shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on this estimate, the carrier must release the shipment upon payment of no more than 110% of the estimated charges and will extend credit for at least 30 days at which time the remainder is due. In no case will I be required to pay more than 125% of the estimate, plus any supplemental. (The 125% does not include any finance-related charges the carrier may assess for extending credit, such as interest or late payment fees.)

**MOVING, PACKING, MATERIALS, STORAGE CHARGES:**

Labor	0.00
Travel Time	0.00
Transportation	
Valuation	0.00
Packing Materials	
Storage Plan (monthly)	
Storage Protection Plan (monthly)	
Other	
<b>Total Charges</b>	0.00
<b>Total Amount Paid</b>	0.00
<b>Balance Due</b>	

Customer Release: I have read and understand this contract, and release my household goods to the carrier subject to the terms and conditions of this contract.

\_\_\_\_\_ Jun 22, 2019  
Signature of Customer Date

\_\_\_\_\_ Jun 22, 2019  
Signature of Carrier Representative Date

Customer acknowledges carrier performed services requested.

\_\_\_\_\_ Jun 22, 2019  
Customer Signature Date



## WASHINGTON STATE GENERAL TERMS AND CONDITIONS

### 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 packed, unpacked, loaded, unloaded, carried, or held in Storage-in Transit, including breakage, if the articles are packed by the carrier and/or if the breakage results from negligence of the carrier. The carrier is liable directly to the customer for loss and damage, regardless of any cargo insurance policies the carrier may have. The carrier's liability is subject to the limitations of liability described in Section 2. Customers may include the following items in a shipment however, the carrier is not responsible for the condition or safe delivery of: a. Coins, currency, deeds, notes, postage stamps, letters, drafts or valuable papers of any kind. b. Jewelry, precious stones, or precious metals. c. Items of extraordinary value. d. Items requiring temperature control. e. Household pets. Live plants. f. Perishable items. g. Furniture or other items made of pressboard, particle board or similar pressed material.

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

a. Breakage, when items are packed by the customer or the customer's representative unless it can be proved that the breakage resulted from negligence by the mover in handling the articles. b. Internal damage to electronics (radios, stereos, VHS players, CD/DVD players, televisions, computers, printers, scanners, etc.) when no visible damage to the external packaging or contents exists or if the item was packed by the customer or the customer's representative. c. Loss or damage from insects, moths, vermin, mold, fungus or bacteria within the customer's belongings or that develop therein due to conditions present before the carrier picks up the customer's belongings. d. Loss or damage because the item was in an obvious state of disrepair at the time of shipment, provided that the carrier noted the disrepair on the inventory. e. An act, omission, or order of the customer, or loss or damage resulting from the customer's inclusion in the shipment of such articles as explosives, dangerous articles or dangerous goods. f. Defective design of an article, including susceptibility to damage because of atmospheric conditions such as temperature or humidity changes. g. 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; b) by military forces; or, c) by an agent of such government, power, authority or forces.

h. Seizure, confiscation or destruction under quarantine by order of any government or public authority. i. Strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder. j. Acts of God.

Carriers will not accept the following items for shipment: 1. Explosives. 2. Dangerous goods. 3. Property liable to damage carrier equipment or other property. The customer assumes all liability for goods he/she leaves unattended before pickup by the carrier. The customer also assumes all liability for goods when the customer directs the carrier, in writing, to unload or deliver property at a location that will be unattended.

#### 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 \$0.60 per pound of weight of any lost or damaged article(s).

**(B)** If the customer selected Replacement Cost Coverage with Deductible, the carrier's maximum liability shall be the amount of the actual loss or damage less a \$300 deductible not exceeding \$5.00 times the net weight of the shipment, or the lump sum declared value, whichever is greater. This option is the option that will apply if the customer fails to indicate a choice on the face of this contract and the customer will be liable for charges applying to this option. **(C)** If the customer selected Replacement Cost Coverage, the carrier's maximum liability shall be the amount of the actual loss or damage not exceeding \$5.00 times the net weight of the shipment, or the lump sum declared value, whichever is greater. The customer is responsible for any additional insurance the customer wishes to purchase.

#### 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 by another carrier.

#### SECTION 4.

**(A)** The customer must pay all legal charges. **(B)** If the carrier is required to refer this contract for collection of charges due to an attorney, shipper agrees to pay reasonable attorney fees and collection costs. **(C)** If this contract is referred to a court for resolution, the losing party shall be responsible for payment of the other party's reasonable attorney fees and court costs. **(D)** The customer shall be responsible to indemnify the carrier against loss or damage caused by inclusion in the shipment of explosives, dangerous articles, or dangerous goods.

#### SECTION 5.

**(A)** A carrier may place a shipment into storage at the public warehouse nearest the point of destination if the carrier is unable to make a delivery because: 1. The carrier was unable to locate a customer at the address given on the bill of lading or the correct address if known by the carrier. 2. The customer refused or was unable to accept delivery. 3. The customer (for a shipment moving on a non-binding estimate) was unable or refused to pay up to 110 percent of the amount of the original estimate plus supplements, if any. Washington Utilities and Transportation **(B)** The carrier's liability as a common carrier ends with delivery to the public warehouse. The shipment becomes subject to the warehouse's liability, terms, and conditions.

**(C)** The carrier must notify the customer by every means of contact the carrier has for the customer, including telephone, e-mail, and fax, and the carrier must mail or deliver a written notice to the destination address advising that it was unable to make delivery and advising the customer of the name, address e-mail address, if applicable, and telephone number of the warehouse where the shipment is stored. **(D)** If the customer does not receive or claim the shipment within 30 days after the carrier mailed or delivered the written notice required in Item 40(3), the shipment becomes subject to disposition by the carrier in accordance with the Washington State Uniform Commercial Code, Chapter 62A.7 RCW.

#### SECTION 6.

To receive compensation for a claim for loss, damage, overcharge, injury or delay, the customer must file a written claim with the carrier within nine months after delivery. In the case of failure to make delivery, the claim must be filed within nine months after a reasonable time for delivery has elapsed. Claims must contain sufficient information to identify the property involved. A copy of the original paid transportation bill, bill of lading contract or shipping receipt must accompany the written claim.

## CLUTTER, INC. GENERAL TERMS AND CONDITIONS

### CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

By entering into this Agreement, you agree that you have read, understood, and agree to be bound by all of the terms of this Bill of Lading, Release Agreement (the "Release Agreement"), as well as Clutter's then-current Terms of Use, the current version of which is available at <https://www.clutter.com/terms-of-use> (the "Terms of Use") and Clutter's then-current Privacy Policy, the current version of which is available at <https://www.clutter.com/privacy-policy> (the "Privacy Policy"). The Release Agreement, Terms of Use, and Privacy Policy, as well as any other agreements you enter into with Clutter, collectively constitute the "Agreement" between you and Clutter.

#### PRICING AND FEES

I agree that Clutter's pricing policies have been explained to me and I agree to the fee schedule listed at [www.clutter.com](http://www.clutter.com).

#### PROHIBITED AND BANNED ITEMS

By signing this contract, I confirm that the contents of my storage does not include the following prohibited items: Liquids, Perishables, Illegal Substances, Hazardous Materials, Firearms, Living Things, Grand Pianos, Pool Tables, Vehicles, any items that omit Smells or Fumes

#### LIMITED SECURITY WARRANTY POLICY & EXEMPTIONS

Adherent to all terms and conditions outlined at [www.clutter.com/security-policy](http://www.clutter.com/security-policy)

#### LIABILITY FOR UNATTENDED GOODS

I assume all liability for goods left unattended before pickup by Clutter. I also assume all liability for goods when I direct Clutter, in writing, to unload or deliver property at a location that will be unattended.

#### DELIVERY OF HOUSEHOLD GOODS

Clutter may place a shipment into a Clutter warehouse if Clutter is unable to make a delivery because: (i) Clutter was unable to locate you at the address given on the bill of lading or the correct address if known by Clutter; (ii) you refused to accept the delivery; (iii) you are unable or refuse to pay up to 110% of the amount of the original estimate plus supplements, if any.

If shipment is placed into storage for the aforementioned conditions, then you are responsible for additional Clutter storage and delivery fees, as well as, all Clutter terms of service and agreements for stored items as explicated above and found at <https://www.clutter.com/terms-of-use> (the "Terms of Use").



# Uniform Household Goods Bill of Lading

US DOT #2719785 | WA UTC # THG067494

Phone (800) 805 - 4023 | 19801 85th Avenue South, Kent, WA 98031

Order # 26-0619-935705

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

**Origin Address**  
 [Redacted] Des Moines, WA 98198

**City/State/Zip**

**Customer**  
 [Redacted]

**Phone**  
 +1206 [Redacted]

**Email**  
 [Redacted]@gmail.com

**Additional Stops**

**Billing Address**  
 [Redacted] Shoreline, Washington 98133

**Destination Address**  
 [Redacted] Shoreline, Washington 98133

**City/State/Zip**

**Name of Consignee (if different)**

**Phone**

**Email**

**Other**

Hourly Rated Moves										
Date	Vans	Personnel	Start	Arrive	Breaks	Depart	End	Total Hrs.	Rate	Charges
Jun 24, 2019	1	2		10:36 AM	N/A	11:28 AM		1:43	0	0.00

**STORAGE** - If shipment will be placed into storage, the customer must initial.

**Permanent Storage:**

The storage location will be at \_\_\_\_\_

Shipment is to be placed in storage for more than 90 days.

**Storage Plan:** 10x15 Plan ( 600 cuft)

**MILEAGE RATED MOVES:**

Mileage \_\_\_\_\_

Gross Weight (lbs.) \_\_\_\_\_

Tare Weight \_\_\_\_\_

Rate \_\_\_\_\_

Other \_\_\_\_\_

**Total Charges** \_\_\_\_\_

**LOSS AND DAMAGE PROTECTION (Valuation):** The customer must select and initial only one option.

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

**Replacement Cost Coverage with deductible** which includes a \$300 deductible paid by me. This option will cost \$1.15 per \$100 of declared value. The value I declare must be at least \$5.00 times the net weight of the shipment.

**Replacement Cost Coverage with no deductible** at a cost of \$1.40 per \$100 of declared value. The value I declare must be at least \$5.00 times the net weight of the shipment.

I declare a total lump sum value for this shipment at: \$ \_\_\_\_\_

**PACKING Materials, Additional Services, Describe:**

# of units	_____	at _____	per unit _____
	_____	at _____	per unit _____
	_____	at _____	per unit _____
	_____	at _____	per unit _____

**Total Packing Charges** \_\_\_\_\_

**OTHER CHARGES:**

_____	at _____	per unit _____
_____	at _____	per unit _____

**Total Other Charges** \_\_\_\_\_

**TRAVEL TIME CHARGES:**

Hours for 1 van and 2 men at \_\_\_\_\_ per hour

**Total Travel Time Charges** \$ 0.00

**Estimates: Customer must initial.**

K.M. I understand this shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on this estimate, the carrier must release the shipment upon payment of no more than 110% of the estimated charges and will extend credit for at least 30 days at which time the remainder is due. In no case will I be required to pay more than 125% of the estimate, plus any supplemental. (The 125% does not include any finance-related charges the carrier may assess for extending credit, such as interest or late payment fees.)

**MOVING, PACKING, MATERIALS, STORAGE CHARGES:**

Labor	0.00
Travel Time	0.00
Transportation	
Valuation	0.00
Packing Materials	
Storage Plan (monthly)	
Storage Protection Plan (monthly)	
Other	
<b>Total Charges</b>	0.00
<b>Total Amount Paid</b>	0.00
<b>Balance Due</b>	

Customer Release: I have read and understand this contract, and release my household goods to the carrier subject to the terms and conditions of this contract.

Signature of Customer \_\_\_\_\_ Jun 24, 2019

Signature of Carrier Representative \_\_\_\_\_ Jun 24, 2019

Customer acknowledges carrier performed services requested.

Customer Signature \_\_\_\_\_ Jun 24, 2019

## WASHINGTON STATE GENERAL TERMS AND CONDITIONS

### 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 packed, unpacked, loaded, unloaded, carried, or held in Storage-in Transit, including breakage, if the articles are packed by the carrier and/or if the breakage results from negligence of the carrier. The carrier is liable directly to the customer for loss and damage, regardless of any cargo insurance policies the carrier may have. The carrier's liability is subject to the limitations of liability described in Section 2. Customers may include the following items in a shipment however, the carrier is not responsible for the condition or safe delivery of: a. Coins, currency, deeds, notes, postage stamps, letters, drafts or valuable papers of any kind. b. Jewelry, precious stones, or precious metals. c. Items of extraordinary value. d. Items requiring temperature control. e. Household pets. Live plants. f. Perishable items. g. Furniture or other items made of pressboard, particle board or similar pressed material.

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

a. Breakage, when items are packed by the customer or the customer's representative unless it can be proved that the breakage resulted from negligence by the mover in handling the articles. b. Internal damage to electronics (radios, stereos, VHS players, CD/DVD players, televisions, computers, printers, scanners, etc.) when no visible damage to the external packaging or contents exists or if the item was packed by the customer or the customer's representative. c. Loss or damage from insects, moths, vermin, mold, fungus or bacteria within the customer's belongings or that develop therein due to conditions present before the carrier picks up the customer's belongings. d. Loss or damage because the item was in an obvious state of disrepair at the time of shipment, provided that the carrier noted the disrepair on the inventory. e. An act, omission, or order of the customer, or loss or damage resulting from the customer's inclusion in the shipment of such articles as explosives, dangerous articles or dangerous goods. f. Defective design of an article, including susceptibility to damage because of atmospheric conditions such as temperature or humidity changes. g. 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; b) by military forces; or, c) by an agent of such government, power, authority or forces.

h. Seizure, confiscation or destruction under quarantine by order of any government or public authority. i. Strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder. j. Acts of God.

Carriers will not accept the following items for shipment: 1. Explosives. 2. Dangerous goods. 3. Property liable to damage carrier equipment or other property. The customer assumes all liability for goods he/she leaves unattended before pickup by the carrier. The customer also assumes all liability for goods when the customer directs the carrier, in writing, to unload or deliver property at a location that will be unattended.

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**(B)** If the customer selected Replacement Cost Coverage with Deductible, the carrier's maximum liability shall be the amount of the actual loss or damage less a \$300 deductible not exceeding \$5.00 times the net weight of the shipment, or the lump sum declared value, whichever is greater. This option is the option that will apply if the customer fails to indicate a choice on the face of this contract and the customer will be liable for charges applying to this option. **(C)** If the customer selected Replacement Cost Coverage, the carrier's maximum liability shall be the amount of the actual loss or damage not exceeding \$5.00 times the net weight of the shipment, or the lump sum declared value, whichever is greater. The customer is responsible for any additional insurance the customer wishes to purchase.

#### 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 by another carrier.

#### SECTION 4.

**(A)** The customer must pay all legal charges. **(B)** If the carrier is required to refer this contract for collection of charges due to an attorney, shipper agrees to pay reasonable attorney fees and collection costs. **(C)** If this contract is referred to a court for resolution, the losing party shall be responsible for payment of the other party's reasonable attorney fees and court costs. **(D)** The customer shall be responsible to indemnify the carrier against loss or damage caused by inclusion in the shipment of explosives, dangerous articles, or dangerous goods.

#### SECTION 5.

**(A)** A carrier may place a shipment into storage at the public warehouse nearest the point of destination if the carrier is unable to make a delivery because: 1. The carrier was unable to locate a customer at the address given on the bill of lading or the correct address if known by the carrier. 2. The customer refused or was unable to accept delivery. 3. The customer (for a shipment moving on a non-binding estimate) was unable or refused to pay up to 110 percent of the amount of the original estimate plus supplements, if any. Washington Utilities and Transportation **(B)** The carrier's liability as a common carrier ends with delivery to the public warehouse. The shipment becomes subject to the warehouse's liability, terms, and conditions.

**(C)** The carrier must notify the customer by every means of contact the carrier has for the customer, including telephone, e-mail, and fax, and the carrier must mail or deliver a written notice to the destination address advising that it was unable to make delivery and advising the customer of the name, address e-mail address, if applicable, and telephone number of the warehouse where the shipment is stored. **(D)** If the customer does not receive or claim the shipment within 30 days after the carrier mailed or delivered the written notice required in Item 40(3), the shipment becomes subject to disposition by the carrier in accordance with the Washington State Uniform Commercial Code, Chapter 62A.7 RCW.

#### SECTION 6.

To receive compensation for a claim for loss, damage, overcharge, injury or delay, the customer must file a written claim with the carrier within nine months after delivery. In the case of failure to make delivery, the claim must be filed within nine months after a reasonable time for delivery has elapsed. Claims must contain sufficient information to identify the property involved. A copy of the original paid transportation bill, bill of lading contract or shipping receipt must accompany the written claim.

## CLUTTER, INC. GENERAL TERMS AND CONDITIONS

### CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

By entering into this Agreement, you agree that you have read, understood, and agree to be bound by all of the terms of this Bill of Lading, Release Agreement (the "Release Agreement"), as well as Clutter's then-current Terms of Use, the current version of which is available at <https://www.clutter.com/terms-of-use> (the "Terms of Use") and Clutter's then-current Privacy Policy, the current version of which is available at <https://www.clutter.com/privacy-policy> (the "Privacy Policy"). The Release Agreement, Terms of Use, and Privacy Policy, as well as any other agreements you enter into with Clutter, collectively constitute the "Agreement" between you and Clutter.

#### PRICING AND FEES

I agree that Clutter's pricing policies have been explained to me and I agree to the fee schedule listed at [www.clutter.com](http://www.clutter.com).

#### PROHIBITED AND BANNED ITEMS

By signing this contract, I confirm that the contents of my storage does not include the following prohibited items: Liquids, Perishables, Illegal Substances, Hazardous Materials, Firearms, Living Things, Grand Pianos, Pool Tables, Vehicles, any items that omit Smells or Fumes

#### LIMITED SECURITY WARRANTY POLICY & EXEMPTIONS

Adherent to all terms and conditions outlined at [www.clutter.com/security-policy](http://www.clutter.com/security-policy)

#### LIABILITY FOR UNATTENDED GOODS

I assume all liability for goods left unattended before pickup by Clutter. I also assume all liability for goods when I direct Clutter, in writing, to unload or deliver property at a location that will be unattended.

#### DELIVERY OF HOUSEHOLD GOODS

Clutter may place a shipment into a Clutter warehouse if Clutter is unable to make a delivery because: (i) Clutter was unable to locate you at the address given on the bill of lading or the correct address if known by Clutter; (ii) you refused to accept the delivery; (iii) you are unable or refuse to pay up to 110% of the amount of the original estimate plus supplements, if any.

If shipment is placed into storage for the aforementioned conditions, then you are responsible for additional Clutter storage and delivery fees, as well as, all Clutter terms of service and agreements for stored items as explicated above and found at <https://www.clutter.com/terms-of-use> (the "Terms of Use").



# Uniform Household Goods Bill of Lading

Appendix I - Small Goods  
Transportation and Storage Moves  
Order # 85-0619-800120

US DOT #2719785 | WA UTC # THG067494

Phone (800) 805 - 4023 | 19801 85th Avenue South, Kent, WA 98031

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

**Origin Address**  
[Redacted] Des Moines, WA 98198

**City/State/Zip**

**Customer**  
[Redacted]

**Phone**  
+1425 [Redacted]

**Email**  
[Redacted]@gmail.com

**Additional Stops**

**Billing Address**  
[Redacted] Edmonds, Washington 98020

**Destination Address**  
[Redacted] Edmonds, Washington 98020

**City/State/Zip**

**Name of Consignee (if different)**

**Phone**

**Email**

**Other**

Hourly Rated Moves										
Date	Vans	Personnel	Start	Arrive	Breaks	Depart	End	Total Hrs.	Rate	Charges
Jun 21, 2019	1	1		9:04 AM	N/A	9:20 AM		1:00	35	35.00

**STORAGE** - If shipment will be placed into storage, the customer must initial.

**Permanent Storage:**

The storage location will be at [Redacted]

Shipment is to be placed in storage for more than 90 days.

**Storage Plan:** Apartment Plan ( 972 cuft)

**MILEAGE RATED MOVES:**

Mileage \_\_\_\_\_

Gross Weight (lbs.) \_\_\_\_\_

Tare Weight \_\_\_\_\_

Rate \_\_\_\_\_

Other \_\_\_\_\_

**Total Charges** \_\_\_\_\_

**LOSS AND DAMAGE PROTECTION (Valuation):** The customer must select and initial only one option.

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

**Replacement Cost Coverage with deductible** which includes a \$300 deductible paid by me. This option will cost \$1.15 per \$100 of declared value. The value I declare must be at least \$5.00 times the net weight of the shipment.

**Replacement Cost Coverage with no deductible** at a cost of \$1.40 per \$100 of declared value. The value I declare must be at least \$5.00 times the net weight of the shipment.

I declare a total lump sum value for this shipment at: \$ [Redacted]

**PACKING Materials, Additional Services, Describe:**

# of units	_____	at _____	per unit _____
	_____	at _____	per unit _____
	_____	at _____	per unit _____
	_____	at _____	per unit _____

**Total Packing Charges** \_\_\_\_\_

**OTHER CHARGES:**

_____	at _____	per unit _____
_____	at _____	per unit _____

**Total Other Charges** \_\_\_\_\_

**TRAVEL TIME CHARGES:**

Hours for 1 van and 1 men at \_\_\_\_\_ per hour

**Total Travel Time Charges** \$ 0.00

**Estimates: Customer must initial.**

E.L. I understand this shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on this estimate, the carrier must release the shipment upon payment of no more than 110% of the estimated charges and will extend credit for at least 30 days at which time the remainder is due. In no case will I be required to pay more than 125% of the estimate, plus any supplemental. (The 125% does not include any finance-related charges the carrier may assess for extending credit, such as interest or late payment fees.)

**MOVING, PACKING, MATERIALS, STORAGE CHARGES:**

Labor	35.00
Travel Time	0.00
Transportation	
Valuation	0.00
Packing Materials	
Storage Plan (monthly)	
Storage Protection Plan (monthly)	
Other	
<b>Total Charges</b>	35.00
<b>Total Amount Paid</b>	35.00
<b>Balance Due</b>	

Customer Release: I have read and understand this contract, and release my household goods to the carrier subject to the terms and conditions of this contract.

[Redacted] Jun 21, 2019  
Signature of Customer Date

[Signature] Jun 21, 2019  
Signature of Carrier Representative Date

Customer acknowledges carrier performed services requested.

[Redacted] Jun 21, 2019  
Customer Signature Date

## WASHINGTON STATE GENERAL TERMS AND CONDITIONS

### 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 packed, unpacked, loaded, unloaded, carried, or held in Storage-in Transit, including breakage, if the articles are packed by the carrier and/or if the breakage results from negligence of the carrier. The carrier is liable directly to the customer for loss and damage, regardless of any cargo insurance policies the carrier may have. The carrier's liability is subject to the limitations of liability described in Section 2. Customers may include the following items in a shipment however, the carrier is not responsible for the condition or safe delivery of: a. Coins, currency, deeds, notes, postage stamps, letters, drafts or valuable papers of any kind. b. Jewelry, precious stones, or precious metals. c. Items of extraordinary value. d. Items requiring temperature control. e. Household pets. Live plants. f. Perishable items. g. Furniture or other items made of pressboard, particle board or similar pressed material.

**(B) THE CARRIER IS NOT LIABLE** for the loss of or damage to any article from external cause while being carried or held in Storage-in-Transit, due to the following circumstances: a. Breakage, when items are packed by the customer or the customer's representative unless it can be proved that the breakage resulted from negligence by the mover in handling the articles. b. Internal damage to electronics (radios, stereos, VHS players, CD/DVD players, televisions, computers, printers, scanners, etc.) when no visible damage to the external packaging or contents exists or if the item was packed by the customer or the customer's representative. c. Loss or damage from insects, moths, vermin, mold, fungus or bacteria within the customer's belongings or that develop therein due to conditions present before the carrier picks up the customer's belongings. d. Loss or damage because the item was in an obvious state of disrepair at the time of shipment, provided that the carrier noted the disrepair on the inventory. e. An act, omission, or order of the customer, or loss or damage resulting from the customer's inclusion in the shipment of such articles as explosives, dangerous articles or dangerous goods. f. Defective design of an article, including susceptibility to damage because of atmospheric conditions such as temperature or humidity changes. g. 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; b) by military forces; or, c) by an agent of such government, power, authority or forces.

h. Seizure, confiscation or destruction under quarantine by order of any government or public authority. i. Strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder. j. Acts of God. Carriers will not accept the following items for shipment: 1. Explosives. 2. Dangerous goods. 3. Property liable to damage carrier equipment or other property. The customer assumes all liability for goods he/she leaves unattended before pickup by the carrier. The customer also assumes all liability for goods when the customer directs the carrier, in writing, to unload or deliver property at a location that will be unattended.

#### 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 \$0.60 per pound of weight of any lost or damaged article(s).

**(B)** If the customer selected Replacement Cost Coverage with Deductible, the carrier's maximum liability shall be the amount of the actual loss or damage less a \$300 deductible not exceeding \$5.00 times the net weight of the shipment, or the lump sum declared value, whichever is greater. This option is the option that will apply if the customer fails to indicate a choice on the face of this contract and the customer will be liable for charges applying to this option. **(C)** If the customer selected Replacement Cost Coverage, the carrier's maximum liability shall be the amount of the actual loss or damage not exceeding \$5.00 times the net weight of the shipment, or the lump sum declared value, whichever is greater. The customer is responsible for any additional insurance the customer wishes to purchase.

#### 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 by another carrier.

#### SECTION 4.

**(A)** The customer must pay all legal charges. **(B)** If the carrier is required to refer this contract for collection of charges due to an attorney, shipper agrees to pay reasonable attorney fees and collection costs. **(C)** If this contract is referred to a court for resolution, the losing party shall be responsible for payment of the other party's reasonable attorney fees and court costs. **(D)** The customer shall be responsible to indemnify the carrier against loss or damage caused by inclusion in the shipment of explosives, dangerous articles, or dangerous goods.

#### SECTION 5.

**(A)** A carrier may place a shipment into storage at the public warehouse nearest the point of destination if the carrier is unable to make a delivery because: 1. The carrier was unable to locate a customer at the address given on the bill of lading or the correct address if known by the carrier. 2. The customer refused or was unable to accept delivery. 3. The customer (for a shipment moving on a non-binding estimate) was unable or refused to pay up to 110 percent of the amount of the original estimate plus supplements, if any. Washington Utilities and Transportation **(B)** The carrier's liability as a common carrier ends with delivery to the public warehouse. The shipment becomes subject to the warehouse's liability, terms, and conditions.

**(C)** The carrier must notify the customer by every means of contact the carrier has for the customer, including telephone, e-mail, and fax, and the carrier must mail or deliver a written notice to the destination address advising that it was unable to make delivery and advising the customer of the name, address e-mail address, if applicable, and telephone number of the warehouse where the shipment is stored. **(D)** If the customer does not receive or claim the shipment within 30 days after the carrier mailed or delivered the written notice required in Item 40(3), the shipment becomes subject to disposition by the carrier in accordance with the Washington State Uniform Commercial Code, Chapter 62A.7 RCW.

#### SECTION 6.

To receive compensation for a claim for loss, damage, overcharge, injury or delay, the customer must file a written claim with the carrier within nine months after delivery. In the case of failure to make delivery, the claim must be filed within nine months after a reasonable time for delivery has elapsed. Claims must contain sufficient information to identify the property involved. A copy of the original paid transportation bill, bill of lading contract or shipping receipt must accompany the written claim.

## CLUTTER, INC. GENERAL TERMS AND CONDITIONS

### CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

By entering into this Agreement, you agree that you have read, understood, and agree to be bound by all of the terms of this Bill of Lading, Release Agreement (the "Release Agreement"), as well as Clutter's then-current Terms of Use, the current version of which is available at <https://www.clutter.com/terms-of-use> (the "Terms of Use") and Clutter's then-current Privacy Policy, the current version of which is available at <https://www.clutter.com/privacy-policy> (the "Privacy Policy"). The Release Agreement, Terms of Use, and Privacy Policy, as well as any other agreements you enter into with Clutter, collectively constitute the "Agreement" between you and Clutter.

#### PRICING AND FEES

I agree that Clutter's pricing policies have been explained to me and I agree to the fee schedule listed at [www.clutter.com](http://www.clutter.com).

#### PROHIBITED AND BANNED ITEMS

By signing this contract, I confirm that the contents of my storage does not include the following prohibited items: Liquids, Perishables, Illegal Substances, Hazardous Materials, Firearms, Living Things, Grand Pianos, Pool Tables, Vehicles, any items that omit Smells or Fumes

#### LIMITED SECURITY WARRANTY POLICY & EXEMPTIONS

Adherent to all terms and conditions outlined at [www.clutter.com/security-policy](http://www.clutter.com/security-policy)

#### LIABILITY FOR UNATTENDED GOODS

I assume all liability for goods left unattended before pickup by Clutter. I also assume all liability for goods when I direct Clutter, in writing, to unload or deliver property at a location that will be unattended.

#### DELIVERY OF HOUSEHOLD GOODS

Clutter may place a shipment into a Clutter warehouse if Clutter is unable to make a delivery because: (i) Clutter was unable to locate you at the address given on the bill of lading or the correct address if known by Clutter; (ii) you refused to accept the delivery; (iii) you are unable or refuse to pay up to 110% of the amount of the original estimate plus supplements, if any.

If shipment is placed into storage for the aforementioned conditions, then you are responsible for additional Clutter storage and delivery fees, as well as, all Clutter terms of service and agreements for stored items as explicated above and found at <https://www.clutter.com/terms-of-use> (the "Terms of Use").



# Uniform Household Goods Bill of Lading

US DOT #2719785 | WA UTC # THG067494

Phone (800) 805 - 4023 | 19801 85th Avenue South, Kent, WA 98031

Order # 78-0619-776967

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

<b>Origin Address</b> [redacted] Des Moines, WA 98198
<b>City/State/Zip</b>
<b>Customer</b> [redacted]
<b>Phone</b> [redacted] +1206 [redacted]
<b>Email</b> [redacted]@plasmodium.net
<b>Additional Stops</b>
<b>Billing Address</b> [redacted] Maple Valley, Washington 98038

<b>Destination Address</b> [redacted] Maple Valley, Washington 98038
<b>City/State/Zip</b>
<b>Name of Consignee (if different)</b>
<b>Phone</b>
<b>Email</b>
<b>Other</b>

Hourly Rated Moves										
Date	Vans	Personnel	Start	Arrive	Breaks	Depart	End	Total Hrs.	Rate	Charges
Jun 24, 2019	2	4		6:56 AM	N/A	10:10 AM		12:57	65	842.48

**STORAGE** - If shipment will be placed into storage, the customer must initial.

**Permanent Storage:**

\_\_\_\_\_ The storage location will be at \_\_\_\_\_

\_\_\_\_\_ Shipment is to be placed in storage for more than 90 days.

**Storage Plan:** 10' x 37' Custom Plan (1480 cuft)

**MILEAGE RATED MOVES:**

Mileage \_\_\_\_\_

Gross Weight (lbs.) \_\_\_\_\_

Tare Weight \_\_\_\_\_

Rate \_\_\_\_\_

Other \_\_\_\_\_

**Total Charges** \_\_\_\_\_

**LOSS AND DAMAGE PROTECTION (Valuation):** The customer must select and initial only one option.

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

\_\_\_\_\_ **Replacement Cost Coverage with deductible** which includes a \$300 deductible paid by me. This option will cost \$1.15 per \$100 of declared value. The value I declare must be at least \$5.00 times the net weight of the shipment.

\_\_\_\_\_ **Replacement Cost Coverage with no deductible** at a cost of \$1.40 per \$100 of declared value. The value I declare must be at least \$5.00 times the net weight of the shipment.

I declare a total lump sum value for this shipment at: \$ \_\_\_\_\_

**PACKING Materials, Additional Services, Describe:**

_____ # of units	_____ at _____ per unit	_____
_____	_____ at _____ per unit	_____
_____	_____ at _____ per unit	_____
_____	_____ at _____ per unit	_____

**Total Packing Charges** \_\_\_\_\_

**OTHER CHARGES:**

_____	at _____ per unit	_____
_____	at _____ per unit	_____

**Total Other Charges** \_\_\_\_\_

**TRAVEL TIME CHARGES:**

\_\_\_\_\_ Hours for 2 van and 4 men at \_\_\_\_\_ per hour

**Total Travel Time Charges** \$ 0.00

**Estimates: Customer must initial.**

\_\_\_\_\_ K.C. I understand this shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on this estimate, the carrier must release the shipment upon payment of no more than 110% of the estimated charges and will extend credit for at least 30 days at which time the remainder is due. In no case will I be required to pay more than 125% of the estimate, plus any supplemental. (The 125% does not include any finance-related charges the carrier may assess for extending credit, such as interest or late payment fees.)

**MOVING, PACKING, MATERIALS, STORAGE CHARGES:**

Labor	842.48
Travel Time	0.00
Transportation	
Valuation	0.00
Packing Materials	
Storage Plan (monthly)	
Storage Protection Plan (monthly)	
Other	
<b>Total Charges</b>	842.48
<b>Total Amount Paid</b>	842.48
<b>Balance Due</b>	

Customer Release: I have read and understand this contract, and release my household goods to the carrier subject to the terms and conditions of this contract.

\_\_\_\_\_ Jun 24, 2019  
Signature of Customer Date

\_\_\_\_\_ Jun 24, 2019  
Signature of Carrier Representative Date

Customer acknowledges carrier performed services requested.

\_\_\_\_\_ Jun 24, 2019  
Customer Signature Date

## WASHINGTON STATE GENERAL TERMS AND CONDITIONS

### 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 packed, unpacked, loaded, unloaded, carried, or held in Storage-in Transit, including breakage, if the articles are packed by the carrier and/or if the breakage results from negligence of the carrier. The carrier is liable directly to the customer for loss and damage, regardless of any cargo insurance policies the carrier may have. The carrier's liability is subject to the limitations of liability described in Section 2. Customers may include the following items in a shipment however, the carrier is not responsible for the condition or safe delivery of: a. Coins, currency, deeds, notes, postage stamps, letters, drafts or valuable papers of any kind. b. Jewelry, precious stones, or precious metals. c. Items of extraordinary value. d. Items requiring temperature control. e. Household pets. Live plants. f. Perishable items. g. Furniture or other items made of pressboard, particle board or similar pressed material.

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

a. Breakage, when items are packed by the customer or the customer's representative unless it can be proved that the breakage resulted from negligence by the mover in handling the articles. b. Internal damage to electronics (radios, stereos, VHS players, CD/DVD players, televisions, computers, printers, scanners, etc.) when no visible damage to the external packaging or contents exists or if the item was packed by the customer or the customer's representative. c. Loss or damage from insects, moths, vermin, mold, fungus or bacteria within the customer's belongings or that develop therein due to conditions present before the carrier picks up the customer's belongings. d. Loss or damage because the item was in an obvious state of disrepair at the time of shipment, provided that the carrier noted the disrepair on the inventory. e. An act, omission, or order of the customer, or loss or damage resulting from the customer's inclusion in the shipment of such articles as explosives, dangerous articles or dangerous goods. f. Defective design of an article, including susceptibility to damage because of atmospheric conditions such as temperature or humidity changes. g. 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; b) by military forces; or, c) by an agent of such government, power, authority or forces.

h. Seizure, confiscation or destruction under quarantine by order of any government or public authority. i. Strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder. j. Acts of God.

Carriers will not accept the following items for shipment: 1. Explosives. 2. Dangerous goods. 3. Property liable to damage carrier equipment or other property. The customer assumes all liability for goods he/she leaves unattended before pickup by the carrier. The customer also assumes all liability for goods when the customer directs the carrier, in writing, to unload or deliver property at a location that will be unattended.

#### 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 \$0.60 per pound of weight of any lost or damaged article(s).

**(B)** If the customer selected Replacement Cost Coverage with Deductible, the carrier's maximum liability shall be the amount of the actual loss or damage less a \$300 deductible not exceeding \$5.00 times the net weight of the shipment, or the lump sum declared value, whichever is greater. This option is the option that will apply if the customer fails to indicate a choice on the face of this contract and the customer will be liable for charges applying to this option. **(C)** If the customer selected Replacement Cost Coverage, the carrier's maximum liability shall be the amount of the actual loss or damage not exceeding \$5.00 times the net weight of the shipment, or the lump sum declared value, whichever is greater. The customer is responsible for any additional insurance the customer wishes to purchase.

#### 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 by another carrier.

#### SECTION 4.

**(A)** The customer must pay all legal charges. **(B)** If the carrier is required to refer this contract for collection of charges due to an attorney, shipper agrees to pay reasonable attorney fees and collection costs. **(C)** If this contract is referred to a court for resolution, the losing party shall be responsible for payment of the other party's reasonable attorney fees and court costs. **(D)** The customer shall be responsible to indemnify the carrier against loss or damage caused by inclusion in the shipment of explosives, dangerous articles, or dangerous goods.

#### SECTION 5.

**(A)** A carrier may place a shipment into storage at the public warehouse nearest the point of destination if the carrier is unable to make a delivery because: 1. The carrier was unable to locate a customer at the address given on the bill of lading or the correct address if known by the carrier. 2. The customer refused or was unable to accept delivery. 3. The customer (for a shipment moving on a non-binding estimate) was unable or refused to pay up to 110 percent of the amount of the original estimate plus supplements, if any. Washington Utilities and Transportation **(B)** The carrier's liability as a common carrier ends with delivery to the public warehouse. The shipment becomes subject to the warehouse's liability, terms, and conditions.

**(C)** The carrier must notify the customer by every means of contact the carrier has for the customer, including telephone, e-mail, and fax, and the carrier must mail or deliver a written notice to the destination address advising that it was unable to make delivery and advising the customer of the name, address e-mail address, if applicable, and telephone number of the warehouse where the shipment is stored. **(D)** If the customer does not receive or claim the shipment within 30 days after the carrier mailed or delivered the written notice required in Item 40(3), the shipment becomes subject to disposition by the carrier in accordance with the Washington State Uniform Commercial Code, Chapter 62A.7 RCW.

#### SECTION 6.

To receive compensation for a claim for loss, damage, overcharge, injury or delay, the customer must file a written claim with the carrier within nine months after delivery. In the case of failure to make delivery, the claim must be filed within nine months after a reasonable time for delivery has elapsed. Claims must contain sufficient information to identify the property involved. A copy of the original paid transportation bill, bill of lading contract or shipping receipt must accompany the written claim.

## CLUTTER, INC. GENERAL TERMS AND CONDITIONS

### CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

By entering into this Agreement, you agree that you have read, understood, and agree to be bound by all of the terms of this Bill of Lading, Release Agreement (the "Release Agreement"), as well as Clutter's then-current Terms of Use, the current version of which is available at <https://www.clutter.com/terms-of-use> (the "Terms of Use") and Clutter's then-current Privacy Policy, the current version of which is available at <https://www.clutter.com/privacy-policy> (the "Privacy Policy"). The Release Agreement, Terms of Use, and Privacy Policy, as well as any other agreements you enter into with Clutter, collectively constitute the "Agreement" between you and Clutter.

#### PRICING AND FEES

I agree that Clutter's pricing policies have been explained to me and I agree to the fee schedule listed at [www.clutter.com](http://www.clutter.com).

#### PROHIBITED AND BANNED ITEMS

By signing this contract, I confirm that the contents of my storage does not include the following prohibited items: Liquids, Perishables, Illegal Substances, Hazardous Materials, Firearms, Living Things, Grand Pianos, Pool Tables, Vehicles, any items that omit Smells or Fumes

#### LIMITED SECURITY WARRANTY POLICY & EXEMPTIONS

Adherent to all terms and conditions outlined at [www.clutter.com/security-policy](http://www.clutter.com/security-policy)

#### LIABILITY FOR UNATTENDED GOODS

I assume all liability for goods left unattended before pickup by Clutter. I also assume all liability for goods when I direct Clutter, in writing, to unload or deliver property at a location that will be unattended.

#### DELIVERY OF HOUSEHOLD GOODS

Clutter may place a shipment into a Clutter warehouse if Clutter is unable to make a delivery because: (i) Clutter was unable to locate you at the address given on the bill of lading or the correct address if known by Clutter; (ii) you refused to accept the delivery; (iii) you are unable or refuse to pay up to 110% of the amount of the original estimate plus supplements, if any.

If shipment is placed into storage for the aforementioned conditions, then you are responsible for additional Clutter storage and delivery fees, as well as, all Clutter terms of service and agreements for stored items as explicated above and found at <https://www.clutter.com/terms-of-use> (the "Terms of Use").

## Appendix J



**This was identified as a Small Goods Transportation and Storage move by the Company - Bottom half of wood armoire pictured in customer inventory file**





**This was identified as a Small Goods Transportation and Storage move by the Company - Top half of wood armoire pictured in customer inventory file**



**This was identified as a Small Goods Transportation and Storage move by the Company - King-sized mattress pictured in customer inventory file**



**This was identified as a Small Goods Transportation and Storage move by the Company - Sofa pictured in customer inventory file**



**This was identified as a Small Goods Transportation and Storage move by the Company - Grandfather clock pictured in customer inventory file**



**Bob Ferguson**  
**ATTORNEY GENERAL OF WASHINGTON**

Utilities and Transportation Division  
PO Box 40128 • Olympia WA 98504-0128 • (360) 664-1183

*Via Electronic Mail*

February 26, 2021

Chad M. Stokes  
Cable Huston LLP  
1455 S.W. Broadway, Suite 1500  
Portland, OR 97201-3412  
[cstokes@cablehuston.com](mailto:cstokes@cablehuston.com)

RE: *Clutter, Inc. (Permit No. THG067494)*

Dear Mr. Stokes:

I have been asked to advise the staff of the Washington Utilities and Transportation Commission (“Staff”) on a matter related to Clutter, Inc. (“Clutter” or “Company”), a company that I understand you to represent. This letter responds to the email and attachments dated February 10, 2021 that you sent to Staff. In that email, you provide a redlined version of the Commission’s standard Tariff No. 15-C (concerning the broadly applicable rates, terms, and conditions for the transportation of household goods between points in the state of Washington) for Staff’s “review,” noting that you “appreciate Staff’s willingness to work with Clutter in advance of a tariff filing.” A letter attached to your email notes that Clutter seeks to “file its own tariff with the [Commission] to better reflect its business model and service offerings.”

As an initial matter, Staff’s opinions are advisory and non-binding on the Commission.<sup>1</sup> The Commission, through its rules and orders, interprets the statutes the legislature enacted for the Commission to implement and enforce. Only official action by the Commission can resolve matters before the Commission. And while Staff provides regulated entities with technical assistance to comply with the Commission’s statutes, rules, and orders, Staff cannot provide advanced approval of applications or petitions for authority, nor can Staff provide legal advice to regulated entities.

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<sup>1</sup> See *In re Determining the Proper Classification of, and Complaint for Penalties Against Ghostruck, Inc.*, Docket TV-161308, Order 03, ¶ 17 (Mar. 21, 2017) (“[W]e agree with Staff that Ghostruck could not have reasonably relied on Staff’s statements. Had Ghostruck wanted a definitive, legal answer regarding the applicability of Commission laws and rules to its operations, it could have obtained one by filing a petition for a declaratory order.”).

ATTORNEY GENERAL OF WASHINGTON

C. Stokes  
February 26, 2021  
Page 2

Between November 19, 2018, and November 13, 2020, Staff provided the Company with extensive technical assistance designed to help the Company bring its operations into compliance. The assistance that the Company appears to be seeking at this juncture extends beyond technical assistance into the realm of legal advice. Any commentary on Clutter's redlines to Tariff No. 15-C provided by Staff would imply legal analysis and/or advice on the part of Staff. For these reasons, Staff will not provide advanced review of or comment on the Company's redlines to Tariff No. 15-C.

Clutter is a permitted and regulated household goods carrier (Permit No. THG067494), subject to the requirements imposed by Tariff 15-C (which themselves are derived from Commission statutes, rules, and orders). Staff believes that Clutter may be operating out of compliance and in violation of Tariff 15-C and/or other statutes, rules, or Commission orders. Household goods companies operating out of compliance with Tariff 15-C and/or any other regulatory requirements arising out of Title 81 RCW are subject to Commission enforcement action.

Please do not hesitate to contact me if you have any questions.

Sincerely,

*/s/ Daniel J. Teimouri*, WSBA No. 47965  
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DJT:hnl

cc: Bridgit Feeser, Assistant Director, Consumer Protection  
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