

Investigation Report

Best Moving and Delivery LLC

TV-132030

Rayne Pearson
Compliance Investigations

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TABLE OF CONTENTS

Purpose, Scope, and Authority.....	2
Executive Summary	3
Background	5
Technical Assistance	6
Investigation.....	9
Estimates – Format and Completion.....	10
Cube Sheets – Required	13
Bills of Lading – Format and Completion	14
Advertisements	16
Tariff Rates, Terms, and Conditions.....	17
Customer Complaints and Claims	19
Recommendation	20
Appendices	

PURPOSE, SCOPE AND AUTHORITY

Purpose

The purpose of this investigation is to determine whether Best Moving and Delivery LLC (Best Moving) has corrected violations of commission rules identified in a 2011 staff investigation report that provided the company with comprehensive technical assistance.

Scope

The scope of the investigation focuses on Best Moving's intrastate transportation of household goods in Washington from June 1 through Sept. 30, 2012, and the company's compliance with state laws and commission rules during that period.

Authority

Staff conducts this investigation pursuant to Revised Code of Washington (RCW) 81.04.070, RCW 81.80.130, and RCW 81.80.330. Washington Administrative Code (WAC) 480-15-010 describes the commission's authority to regulate companies that transport household goods within the state of Washington.

Staff

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EXECUTIVE SUMMARY

In January 2011, staff found advertisements for Best Moving on www.craigslist.org that contained repeat violations of commission rules related to advertising, and determined a broader investigation was warranted. Staff conducted an investigation into the company's overall business practices, and issued a \$500 penalty in Docket No. TV-110977 for violations of Washington Administrative Code (WAC) 480-15, which governs the operations of permitted household goods carriers. The company requested a hearing, and the parties reached a settlement that required the company to pay a \$200 penalty and commit to achieving compliance with commission rules. The settlement agreement also required a follow-up investigation in one year.

Staff reviewed 31 moves conducted by Best Moving between June 1 and Sept. 30, 2012. For each of the 31 moves reviewed, Best Moving provided estimate forms that were completed in the same ink and handwriting, none of which were signed by the customer. Because the estimates were unsigned, staff attempted to contact each customer to verify whether they received a written estimate. Staff was able to reach nine of the 31 customers, seven of whom stated they never received a written estimate, and two who did not recall. At a minimum, Best Moving misrepresented to staff that seven customers received written estimates when they did not. This conduct violates RCW 81.04.070, which requires carriers to produce true and correct copies of documents for inspection, and speaks to the company's fitness to operate as a household goods carrier.

Based on its review, staff finds that the company continues to violate commission rules and Household Goods Tariff 15-C in a number of areas, as follows:

- Failure to provide written estimates to at least seven customers in violation of WAC 480-15-630 and Tariff 5-C, Item 85.
- Failure to use a properly formatted estimate in violation of WAC 480-15-630 and Tariff 15-C, Item 85.
- Failure to provide a table of measurements (cube sheet) in conjunction with the estimate in violation of WAC 480-15-630 and Tariff 15-C, Item 85.
- Failure to use a properly formatted bill of lading, including required language regarding contract terms and conditions, in violation of WAC 480-15-710(3) and Tariff 15-C, Item 95.
- Failure to follow the terms, conditions, and rates imposed by Tariff 15-C in violation of WAC 480-15-490(3).
- Failure to properly advise customers of their right to file complaints and claims as required by WAC 480-15-800(2).

Staff also finds that Best Moving failed to correctly record increments of time for an hourly-rated move, and that Best Moving's advertisement on its website that states "No Fuel-Surcharge" conflicts with Tariff 15-C in violation in WAC 480-15-610(2), and misleads consumers in violation of WAC 480-15-610(6).

Finally, staff finds that the company has come into compliance in the following two areas:

- Advertising under an unauthorized trade name in violation of WAC 480-15-610(1).
- Engaging in misleading advertising practices in violation of WAC 480-15-610(2).

Recommendation

Staff recommends the commission issue a formal complaint to cancel the company's household goods permit and assess a total penalty of up to \$14,000 for the following violations:

- Up to \$7,000 for providing falsified estimates for at least seven customers, in violation of RCW 81.04.070.
- Up to \$1,000 for failing to provide written estimates in violation of WAC 480-15-630 and Tariff 15-C, Item 85.
- Up to \$1,000 for failing to use a properly formatted estimate in violation of WAC 480-15-630 and Tariff 15-C, Item 85.
- Up to \$1,000 for failing to provide a table of measurements (cube sheet) in conjunction with the estimate in violation of WAC 480-15-630 and Tariff 15-C, Item 85.
- Up to \$1,000 for failing to use a properly formatted bill of lading, including required language regarding contract terms and conditions, in violation of WAC 480-15-710(3) and Tariff 15-C, Item 95.
- Up to \$1,000 for advertising on the company's website without including a physical address, in violation of WAC 480-15-610(1).
- Up to \$1,000 for failing to follow the terms, conditions, and rates imposed by Tariff 15-C in violation of WAC 480-15-490(3).
- Up to \$1,000 for failing to properly advise customers of their right to file complaints and claims as required by WAC 480-15-800(2).

A discussion of staff's recommendations appears at the end of this report.

BACKGROUND

Company Information

Best Moving is a limited liability corporation owned by Ivan Ratko. In November 2008, staff discovered Best Moving was advertising as a household goods carrier without a permit in violation of commission rules. On Nov. 26, 2008, staff sent a compliance letter to the company outlining the process for obtaining a permit and the consequences for continuing to operate without one. On Dec. 2, 2008, Mr. Ratko submitted an application for a household goods permit. Best Moving was granted temporary authority to conduct household goods moves on Dec. 23, 2008. On Jan. 8, 2009, the company was granted permanent operating authority in Docket No. TV-082178.

Best Moving reported the following revenue for the previous three years:

Reporting Year	Date Filed	Revenue
2010	May 4, 2011	\$44,586
2011	May 22, 2012	\$37,719.90
2012	April 29, 2013	\$53,208

There have been no consumer complaints filed against Ivan Ratko or Best Moving to date.

TECHNICAL ASSISTANCE

2009 Staff Investigation

In 2009, staff received a complaint from a permitted carrier, Jordan River Moving, regarding Best Moving's advertisements on www.craigslist.org that contained the search term "Jordan River." On May 1, 2009, staff sent Mr. Ratko a detailed compliance letter that included the following:

In accordance with Washington Administrative Code (WAC) 480-15-610, advertisements may not be misleading, false or deceptive. The commission believes your advertisement is misleading as a consumer searching Craigslist for a particular company name, phone number, address, etc., will get your company's advertisement in their search results should their search parameters be included in your advertisement.

Specifically, on April 17, 2009, the commission received a complaint from Jordan River Moving, a permitted household goods carrier, that their company name is included in your advertisements, without their permission, and consumers searching for a Jordan River Moving advertisement will instead be led to your company's advertisements.

Commission records indicate you attended commission-sponsored training on March 19, 2009. Page 10 of the hand-out you received, as well as being included in the rule book you were given, specifically speaks to advertising not including false, misleading or deceptive information.

The letter directed Mr. Ratko to "respond in writing to the commission by May 8, 2009, that you have removed the key word search information from all of your advertisements or explain why you believe the inclusion of that information in your advertisement is not misleading to the public and a violation of WAC 480-120-610."

On May 7, Mr. Ratko responded to staff:

Dear Sheri, My apologies for the delay in getting back to you. I have made corrections in my "craigslist" ad. Please accept our apologies. Thank you, Ivan Ratko, Owner

On May 8, staff responded to Mr. Ratko's email:

Thank you for your response. However, it fails to cover all issues addressed in the May 1, 2009, compliance letter sent to you by the commission. Further, as you and I discussed by phone on May 5, 2009, there are other issues you must address in that letter besides your Craigslist advertisement.

First, let me address your Craigslist advertisement, posted today at 10:40a.m. I've posted in a copy of the key word search information below. Some of the company names highlighted in yellow are permitted household goods companies. This would appear to

indicate that you have not made the changes as required and that you are still in violation of WAC 480-15-610. Also, your company's business address does not appear in the advertisement as required by WAC 480-15-610.

Further, a review of your Web site today, <http://www.seattlesbestmoving.com>, reveals that you have made no changes (as pictured, below). Your company's business address does not appear, nor does your household goods permit number. In addition, your company name still appears as "Seattle's Best Moving and Delivery Service," a name not on your household goods permit, or, in the alternative that that is a proclamation of your service and not your company's name, your company's name does not appear on your Web site at all.

You must respond in writing to the commission by May 8, 2009, that you have removed the key word search information from all of your advertisements and that you have added your business address to your advertisements. In addition, you must add your business address and permit number to your Web site as well as your company's name as identified on your household goods permit, THG-63434.

That same day, Mr. Ratko responded:

*Hello Sheri, Thanks for taking time to pointing out this issue. I have made all corrections. Ones [sic] again I would to apologize and thank you for pointing out the issue to me.
Thank you.
Ivan A. Ratko.*

2011 Staff Investigation

In April 2011, staff found advertisements for Best Moving on www.craigslist.org that contained the name of another household goods carrier, All My Sons Moving & Storage, in its keyword search information.

In May 2011, staff met with Mr. Ratko when he personally delivered the requested move documents to the commission. Staff informed Mr. Ratko that part of this investigation was related to his continuing violation of advertising rules, specifically the use of misleading key word search terms using the names of other permitted carriers. Mr. Ratko assured staff that he would discontinue that practice.

On September 2, 2011, staff conducted a search of www.craigslist.org for Best Moving's advertisements. The search produced an advertisement posted on August 29, 2011, that contained numerous iterations of "All My Sons Moving & Storage" in its keyword search terms.

Staff conducted an investigation into Best Moving's overall business practices, and made the following findings and recommendations:

- Best Moving provided customers with erroneous information regarding their right to file complaints and claims in violation of WAC 480-15-800(2). Staff recommended a \$100 penalty for one violation of WAC 480-15-800(2).
- Best Moving used an unauthorized trade name, Seattle's Best Moving, on its website, www.seattlesbestmoving.com, in violation of WAC 480-15-610(1). Staff recommended a penalty of \$100 for one violation of WAC 480-15-610(1).
- Best Moving's website, www.seattlesbestmoving.com, did not include the company's business address, which violates WAC 480-15-610(1). Staff recommended a penalty of \$100 for one violation of WAC 480-15-610(1).
- Best Moving engaged in misleading advertising practices by including a permitted company's name, All My Sons Moving and Storage, among its "keywords" for an advertisement on www.craigslist.org on both April 14 and Aug. 29, 2011, in violation of WAC 480-15-610(2). Staff recommended a penalty of \$200 for two violations of WAC 480-15-610(2).

Staff also recommended that Best Moving closely review the 2011 Investigation Report because it provided valuable technical assistance in other areas that needed improvement, as follows:

- Best Moving failed to provide written estimates, including cube sheets, to 27 customers prior to the move in violation of WAC 480-15-630 and Tariff 15-C, Item 85.
- For each of the 27 moves performed during the review period, Best Moving used an improper bill of lading format in violation of WAC 480-15-710(3) and Tariff 15-C, Item 95.
- Best Moving failed to keep a complaint and claims register during the review period in violation of WAC 480-15-830.
- Best Moving failed to accurately calculate minimum charges on six of its bills of lading in violation of WAC 480-15-490(3).
- Best Moving failed to follow the rates imposed by Tariff 15-C by charging a non-tariff "gas" fee in connection with 17 of the 27 moves reviewed in violation of WAC 480-15-490(3).

Staff cautioned that future violations in these areas would result in further enforcement action.

Household Goods Carrier Training

In 2008, the commission made significant changes to the way household goods carriers are required to provide services and bill their customers in both the rules and the tariff.

To assist permitted companies with understanding and implementing these changes, the commission began providing rule and tariff training sessions for all interested parties. The commission continues to provide this training to permitted companies, as well as new entrants, on a quarterly basis. Mr. Ratko attended this training on March 19, 2009, in Olympia.

INVESTIGATION

Data Request

On March 12, 2013, staff requested the following records and information from Best Moving:

1. For every residential move performed within the state of Washington from June 1, 2012, through Sept. 30, 2012, please provide all original supporting documents related to each customer's move, including, but not limited to, the bill of lading, estimate, supplemental estimate, inventory records, weight slips, and all documents related to temporary storage of the goods. Please note that the commission requires original documents. Photocopies will not be accepted.
2. A copy of the company's customer complaint and claims register, listing all complaints and claims received from June 1, 2012, through Sept. 30, 2012, and including all documents related to each complaint and claim.

Staff requested Best Moving respond to the data request no later than March 27, 2013.¹ On March 26, Mr. Ratko provided documents for 31 jurisdictional moves performed within the state of Washington from June 1 to Sept. 30, 2012. There were no complaints or claims received during this period.

Staff used the documents and information furnished from this data request to conduct its investigation of the company's business practices.

¹ See Appendix A for a copy of the March 12, 2013, data request.

ESTIMATES – FORMAT AND COMPLETION

Investigation

WAC 480-15-630 requires a household goods company to issue an estimate prior to every move, and requires that the estimate include all of the elements listed in Tariff 15-C, Item 85.

For each of the 31 moves reviewed, Best Moving provided estimate forms that were completed in the same ink and handwriting, none of which were signed by the customer. Because the estimates were unsigned, staff attempted to contact each customer to verify whether they received a written estimate. Staff was able to reach nine of the 31 customers; seven customers stated they never received a written estimate, and two could not recall. At a minimum, Best Moving represented to staff that seven of the 31 customers received written estimates when they did not.

In addition, Best Moving used incorrect estimate forms, and many were incomplete. The forms failed to include the following required information:

- The company's address, as required by Tariff 15-C, Item 85(2)(a).
- A space for the customer to sign or initial that the customer received the brochure "Your Guide to Moving in Washington State," as required by Tariff 15-C, Item 85(2)(c).
- A section to record, for long distance moves, the estimated total weight of the shipment and an explanation of the formula used, as required by Tariff 15-C, Item 85(2)(h).
- A section to record, for long distance moves, the mileage between the origin, destination and intermediate stops and associated rates and charges, as required by Tariff 15-C, Item 85(2)(j).
- A section to record charges for loss and damage protection, as required by Tariff 15-C, Item 85(2)(m).
- For binding estimates, a statement that the estimate is a guarantee of the cost of the move and that the carrier will not charge above the estimated charges without preparing a supplemental estimate, as required by Tariff 15-C, Item 85(2)(p).
- For nonbinding estimates, the following information required by Tariff 15-C, Item 85(2)(q):
 - i. The estimate is not binding.
 - ii. The cost of the move may exceed the estimate.
 - iii. The carrier must release the shipment to a customer upon payment of no more than 110 percent of the estimate. Carriers must allow customers at least 30 days from the date of delivery to pay amounts in excess of the 110 percent.
 - iv. The customer is not required to pay more than 125 percent of the estimate regardless of the total cost unless the carrier issues and the customer accepts a supplemental estimate. (The 125 percent does not include any finance-related charges the carrier may assess for extending credit, such as interest or late payment fees.)

- A section indicating the forms of payment the carrier will accept, as required by Tariff 15-C, Item 82(2)(r).

The estimate form used by Best Moving also contained the following impermissible language:

- For nonbinding estimates: “Optimal waiver of visual inspection; nonbinding estimate only estimate only [sic]. ‘I hereby waive my right to a visual inspection by the carrier for this nonbinding estimate. Acknowledge the carrier did not inspect my household goods prior to the time the estimate was prepared, and I understand that I may be liable for additional charges for any additional goods or services not specified in this nonbinding estimate.’” WAC 480-15-630(5) requires the carrier to prepare a written estimate based on a visual inspection of the customer’s goods prior to the move. This requirement may not be waived.
- For “Guaranteed not to exceed” estimates: “The consumer shall be liable for the lesser of the maximum charge specified in the guaranteed not to exceed estimate for household goods and services identified on the estimate or the charges determined by applying the carrier tariff.” The “Guaranteed not exceed” estimate is not permitted in Washington State. It appears the company borrowed this language from forms used by carriers in other states.
- “Any loss or damage will be repaired by ‘Best Moving’ or reimbursed at \$0.60 per pound. There will be no payment for any repairs made by anyone other than ‘Best Moving’ unless authorized in advance by ‘Best Moving.’ All repairs or payments are considered final.”² Tariff 15-C, Item 90(9) requires carriers to offer three options for loss and damage protection. In addition to offering the option of coverage at \$0.60 per pound, carriers must also offer replacement cost coverage with deductible and full replacement coverage with no deductible.

In addition, the estimate forms were not completed correctly. Staff found the following violations of Tariff 15-C, Item 85 on the estimate forms reviewed:

- For each of the 31 estimates reviewed, Best Moving failed to obtain the customer’s signature, in violation of Tariff 15-C, Item 85(2)(s).
- For 30 of the 31 moves reviewed, Best Moving failed to obtain the carrier personnel’s signature who prepared the estimate, in violation of Tariff 15-C, Item 85(2)(s).
- For two of the 31 moves reviewed, Best Moving failed to record the origin address, in violation of Tariff 15-C, Item 85(2)
- For three of the 31 moves reviewed, Best Moving failed to record the destination address, in violation of Tariff 15-C, Item 85(2)
- For one of the 31 moves, Best Moving failed to record the customer’s phone number, in violation of Tariff 15-C, Item 85(2)

² See Appendix B for a copy of the estimate form used by Best Moving.
Best Moving and Delivery LLC 2013 Investigation Report

Findings

Staff believes the evidence supports a finding that Best Moving did not provide written estimates to its customers, despite making representations to staff that it did. At a minimum, Best Moving represented to staff that seven of the 31 customers received written estimates when they did not. Best Moving was instructed in the 2011 investigation report to provide a properly formatted estimate to each customer prior to the move.

Staff finds the following 138 violations:

- 7 violations of RCW 81.04.070 for providing falsified estimates for at least seven customers in response to staff's data request.
- 7 violations of WAC 480-15-630 for Best Moving's failure to provide a written estimate to at least seven customers prior to the move.
- 31 violations of WAC 480-15-630(7) for Best Moving's failure to complete each of the 31 the estimate forms according to the requirements of Tariff 15-C.
- 31 violations of WAC 480-15-630(8) for failure to obtain the signatures and dates signed from each of the 31 customers, as well as the carrier personnel, on the estimate forms.
- 31 violations of WAC 480-15-630(5) for including language allowing customers to waive a visual inspection of their goods prior to the move.
- 31 violations of Tariff 15-C, Item 90 for failing to include complete and correct language regarding valuation options.

Recommendation

Staff recommends a penalty of up to \$9,000, as follows:

- Up to \$7,000 for seven violations of RCW 81.04.070, providing falsified estimates for at least seven customers.
- Up to \$1,000 for failing to provide written estimates in violation of WAC 480-15-630 and Tariff 15-C, Item 85.
- Up to \$1,000 for failing to use a properly formatted estimate in violation of WAC 480-15-630 and Tariff 15-C, Item 85.

CUBE SHEETS – REQUIRED

Investigation

WAC 480-15-630 requires a household goods moving company to provide a written estimate to every customer before a move. Tariff 15-C, Item 85, section 2(g) also requires, with each estimate, “a household goods cube sheet.” A cube sheet, also known as a “table of measurements,” is an inventory of the items upon which the estimate is based, and includes the estimated cubic footage for each item. Best Moving was instructed in the 2011 investigation report to include a cube sheet with each estimate it prepares.

Findings

Best Moving failed to provide cube sheets to 31 customers prior to transporting those customers’ goods, which constitutes 31 repeat violations of WAC 480-15-630.

Recommendation

Staff recommends a penalty of up to \$1,000 for failing to provide a table of measurements (cube sheet) in conjunction with customer estimates in violation of WAC 480-15-630 and Tariff 15-C, Item 85.

BILLS OF LADING – FORMAT

Investigation

WAC 480-15-710(3) requires a household goods company to issue a bill of lading for every move, which must include all of the requirements listed in Tariff 15-C, Item 95.

The bill of lading used by Best Moving for the 31 moves performed during the review period is the same form that was used by the company when staff conducted the 2011 investigation.³ The company is in repeat violation of the following format requirements of Tariff 15-C, Item 95:

- **Storage:** Best Moving continues to use a bill of lading that does not include a separate section for storage, as required by Tariff 15-C, Item 95(1)(g).
- **Estimates:** Best Moving continues to use a bill of lading that does not include an estimate acknowledgement section indicating whether the customer received a binding or nonbinding estimate, as required by Tariff 15-C, Item 95(1)(h).
- **Release of Shipment:** Best Moving continues to use a bill of lading that does not include a statement that the carrier must release the shipment to a customer upon payment of no more than 110 percent of the estimated charges when a carrier uses a nonbinding estimate, as required by Tariff 15-C, Item 95(1)(i). Instead, Best Moving's bill of lading states "payment is due when finished."
- **Extension of Credit:** Best Moving continues to use a bill of lading that does not include a statement that the carrier will extend credit for at least 30 days and that within such period the customer must pay the remainder due, as required by Tariff 15-C, Item 95(1)(j).
- **Loss and Damage Protection:** Best Moving continues to use a bill of lading that does not include a section where the customer must select the type of loss and damage protection (valuation) for the shipment, as required by Tariff 15-C, Item 95(1)(k). Instead, Best Moving included the following statement: "Any loss or damage will be repaired by 'Best Moving' or reimbursed at \$0.60 per pound." This language violates Tariff 15-C, Item 90, which requires carriers to offer customers three options for loss and damage protection, as discussed in the previous section related to estimates.
- **Start Times, Stop Times and Interruptions:** Best Moving continues to use a bill of lading that does not include a section to show employees' breaks or interruption times, as required by Tariff 15-C, Item 95(1)(m).

³ See Appendix C for a copy of the bill of lading used by Best Moving.
Best Moving and Delivery LLC 2013 Investigation Report

- **Line Item Charges:** Best Moving continues to use a bill of lading that does not include sections for line-item charges such as packing materials and additional services, as required by Tariff 15-C, Item 95(1)(n). Best Moving also continues to use a bill of lading that includes a line item for “gas.” Because Tariff 15-C does not authorize a fuel charge, this section violates WAC 480-15-490(3).
- **Contract Terms and Conditions:** Best Moving continues to use a bill of lading that does not contain the contract language required on the back of the bill of lading, as prescribed by Tariff 15-C, Item 95(2).⁴

Findings

Despite receiving comprehensive technical assistance in the 2011 investigation report, staff found that Best Moving continued to use an improper bill of lading format for each of the 31 moves performed during the review period, which constitutes 31 repeat violations of WAC 480-15-710(3).

Recommendation

Staff recommends a penalty of up to \$1,000 for failing to use a properly formatted bill of lading, including required language regarding contract terms and conditions, in violation of WAC 480-15-710(3) and Tariff 15-C, Item 95.

⁴ See Appendix D for a copy of the contract language required by Tariff 15-C, Item 95(2).
Best Moving and Delivery LLC 2013 Investigation Report

ADVERTISEMENTS

Investigation

WAC 480-15-610(1) requires Best Moving to include its physical address on all of its advertisements. Best Moving's website lists a post office box only.⁵

Additionally, WAC 480-15-610(2) provides that carriers may not advertise rates or services that conflict with Tariff 15-C, and WAC 480-15-610(6) provides that carriers may not engage in advertising practices that are false or misleading. On its website, Best Moving advertises "No Fuel-Surcharge." Because Tariff 15-C does not authorize a fuel surcharge, Best Moving's advertisement conflicts with Tariff 15-C in violation of WAC 480-15-610(2), and misleads consumers by implying that other carriers are permitted to charge a fuel surcharge, which violates WAC 480-15-610(6).

Findings

Staff finds that Best Moving continues to advertise on its website without including a physical address in repeat and continuing violation of WAC 480-15-610(1).

Staff also finds that Best Moving's "No Fuel-Surcharge" advertisement conflicts with Tariff 15-C in violation in WAC 480-15-610(2), and misleads consumers in violation of WAC 480-15-610(6). Staff considers this investigation as the company's technical assistance related to advertising that conflicts with Tariff 15-C, and misleads consumers by offering "free" services for which charges are prohibited.

Recommendation

Staff recommends a penalty of up to \$1,000 for advertising on the company's website without including a physical address in violation of WAC 480-15-610(1).

⁵ See Appendix E for a copy of Best Moving's homepage, printed on Oct. 31, 2013.

TARIFF RATES, TERMS, AND CONDITIONS

Investigation

WAC 480-15-490(3) requires a household goods company to follow the rates, terms and conditions authorized by Tariff 15-C.

For hourly-rated moves, Tariff 15-C, Item 230 requires carriers to record time in increments of 15 minutes. For customer Kim, Best Moving recorded the move time using a six-minute increment, and charged the customer for 3.1 hours.

Tariff 15-C, Item 230 also requires minimum charges for hourly rated moves, including a minimum of four hours for moves performed on a Saturday or Sunday at the customer's request. Best Moving failed to bill the required minimum hours for the following moves:

- On Saturday, Feb. 25, 2012, Customer Seippel was billed 3.5 hours.
- On Saturday, Feb. 25, 2012, Customer Kim was billed 3.6 hours.

For Customer Changardi, Best Moving failed to bill the required minimum of four hours for a Saturday move, but modified the bill of lading to make it appear otherwise. Next to the original rate of \$80 per hour, Mr. Ratko wrote "\$70/HR" and initialed his notation. The total cost for the move was \$280, which was originally noted as three and half hours at \$80 per hour. Mr. Ratko wrote "\$70" over the hourly rate, and added the words "4 HR minimum Sat" with the same ink used to make the other corrections and notations. While the \$70 per hour rate technically falls within the rate band, it appears the customer was actually charged \$80 per hour for a three and half hour move, and that Mr. Ratko's edits were an attempt to feign compliance with commission rules after the fact.

Additionally, Tariff 15-C does not permit a charge for fuel. For six of the 31 moves reviewed, Best Moving noted an amount for a "gas" fee, as follows:

- On four of the six bills of lading, the start and/or finish times are crossed out and written over.
- On five of the six bills of lading, there is a discrepancy between the total charge and the hourly rate multiplied by the move time.
- On three of the six bills of lading, the gas fee is crossed out and initialed.

It appears the bills of lading were modified in an attempt to obfuscate the gas fee, and staff is unable to determine the length of the moves, the hourly rate, or whether a gas fee was charged. Best Moving was instructed to remove the line item for a gas fee from its bill of lading in the 2011 investigation report.

Findings

Staff finds that Best Moving recorded time using a six minute increment for one customer, and failed to accurately calculate or record minimum charges on the bill of lading for three

customers, which constitutes three repeat violations of WAC 480-15-490(3) and Tariff 15-C, Item 230.

It also appears that Best Moving charged six customers a gas fee, which constitutes six repeat violations of WAC 480-15-490(3).⁶

Recommendation

Staff recommends a penalty of up to \$1,000 for failing to follow the terms, conditions, and rates imposed by Tariff 15-C in violation of WAC 480-15-490(3).

⁶ See Appendix E for the portions of the six bills of lading that display a “gas” fee.
Best Moving and Delivery LLC 2013 Investigation Report

CUSTOMER COMPLAINTS AND CLAIMS

Investigation

WAC 480-15-800(2) provides that a customer must file any and all claims for loss or damage within nine months from the actual delivery date. Best Moving's bill of lading provides: "Any loss or damage must be reported to 'Best Moving' within 24 hours from the time of the move." This language violates WAC 480-15-800(2) by imposing impermissible requirements for filing loss or damage claims. Best Moving was instructed to remove this language as a result of the 2011 investigation, but did not.

Findings

Best Moving continues to use a bill of lading that contains impermissible language requiring customers to file damage claims within 24 hours of the move, in repeat and continuing violation of WAC 480-15-800(2).

Recommendation

Staff recommends a penalty of up to \$1,000 for failing to properly advise customers of their right to file complaints and claims as required by WAC 480-15-800(2).

RECOMMENDATION

Penalty

In this investigation, staff documented 205 violations of WAC 480-15 and Tariff 15-C, as follows:

- 7 violations of RCW 81.04.070 for providing falsified estimates for at least seven customers in response to staff's data request.
- 7 violations of WAC 480-15-630 for failing to provide a written estimate to at least seven customers prior to the move.
- 31 violations of WAC 480-15-630(7) for failing to complete each of the 31 the estimate forms in compliance with Tariff 15-C.
- 31 violations of WAC 480-15-630(8) for failing to obtain the signatures and dates signed from each of the 31 customers, as well as the carrier personnel, on the estimate forms.
- 31 violations of WAC 480-15-630(5) for including language allowing customers to waive a visual inspection of their goods prior to the move.
- 31 violations of Tariff 15-C, Item 90 for failing to include complete and correct language regarding valuation options.
- 31 violations of WAC 480-15-630 for failing to provide cube sheets in connection with each estimate.
- 31 violations of WAC 480-15-710(3) for failing to use a proper bill of lading format.
- 1 violation of WAC 480-15-610(1) for failing to include the company's physical address on its website.
- 3 violations of WAC 480-15-490(3) for failing to record minimum charges on bills of lading.
- 1 violation of WAC 480-15-800(2) for using a bill of lading that contains impermissible language related to damage claims.

Staff typically recommends a "per violation" penalty against a regulated company where the violations result in serious customer harm; for repeat violations of a rule after a company receives technical assistance from staff; or for intentional violations of commission laws or rules. The commission has the authority to assess penalties of up to \$1,000 per violation, per day following a formal complaint and hearing.⁷

In this case, staff recommends penalties of up to \$1,000 for each of the seven categories of repeat violations documented in this report, as well as up to \$1,000 for each of the seven violations of RCW 81.04.070, for a total potential penalty of \$14,000. Staff also seeks to cancel the company's permit for good cause. Both of these recommendations are based on the factors discussed below.

⁷ RCW 81.04.380 allows the commission to assess a penalty of up to \$1,000 for each violation after hearing.
Best Moving and Delivery LLC 2013 Investigation Report

1. How serious or harmful the violation is to the public.

Staff believes the violations cited in this report caused serious harm to consumers. Failing to provide written estimates to consumers prior to a move precludes them from making an informed decision; without performing a visual inspection and completing a cube sheet, the company cannot accurately or reasonably estimate the time it will take to perform the move. Additionally, Best Moving presumably failed to provide its customers with a copy of "Your Guide to Moving in Washington State," which explains consumers' rights and responsibilities and the commission's role in regulation and enforcement. Best Moving also failed to provide its customers with options for loss and damage protection, and attempted to limit the time to file a damage claim to 24 hours. Finally, Best Moving failed to include required contract language on the back of its bills of lading, which further describes, in detail, both the carrier's and the customer's rights and obligations.

2. Whether the violation is intentional.

Staff believes the evidence supports a finding that the violations were intentional in light of several factors. First, Best Moving has received extensive technical assistance for each category of violation for which staff is seeking a penalty. Second, staff alleges that Best Moving attempted to deceive the commission by falsifying estimates submitted in response to staff's data request. Staff further alleges that by virtue of its fraudulent actions, Best Moving demonstrated knowledge that its business practices violated commission rules. Finally, staff alleges that by submitting falsified documents, Best Moving attempted to interfere with the commission's performance of its regulatory functions.

3. Whether the company self-reported the violations.

The company not only failed to self-report any of the above-cited violations, staff alleges that it actively attempted to conceal a portion of them.

4. Whether the company was cooperative and responsive.

Although Best Moving responded timely to staff's requests for information, staff alleges that submitting falsified documents is inherently uncooperative.

5. Whether the company promptly corrected the violations and remedied the impacts.

Best Moving has not corrected any of the violations cited in this report, including many that were the subject of past technical assistance.

6. The number of violations and the number of customers affected.

In this investigation, there were 205 documented violations, affecting 31 customers. Presumably, each and every Best Moving customer to date has been impacted by these same violations.

7. The likelihood of recurrence.

The likelihood that these violations will recur is significant. Despite receiving comprehensive technical assistance on these same issues in past investigations (and receiving a penalty in 2011), staff alleges that the company continues to willfully violate commission laws and rules.

8. The company's past performance regarding compliance, violations and penalties.

In 2009, staff recorded violations of WAC 480-15-610 against Best Moving for engaging in misleading advertising practices and provided the company with comprehensive technical assistance related to its advertising practices.

In 2011, staff conducted an investigation into Best Moving's overall business practices, and cited violations for providing customers with erroneous information regarding their right to file complaints and claims; using an unauthorized trade name; failing to include the company's business address on its website; engaging in misleading advertising practices; failing to provide written estimates to customers; using an improper bill of lading format; failing to keep a complaint and claims register; and failing to follow the rates and terms imposed by Tariff 15-C. Staff recommended a \$500 penalty and cautioned that future violations in these areas would result in further enforcement action and increased penalties. Each of the violations cited in the 2011 investigation, with the exception of using an unauthorized trade name and engaging in misleading advertising, was cited again in this investigation. Best Moving failed to achieve compliance in six of the eight areas addressed in 2011.

9. The company's existing compliance program.

The company presented no evidence of a compliance program.

10. The size of the company.

Best Moving reported gross intrastate operating revenue of \$37,719.90 in 2011 and \$53,208 in 2012.

WAC 480-15-450(1) provides that the commission may cancel a carrier's permit for good cause, which includes the following:

(d) Failing to supply information necessary to the commission for the performance of Best Moving and Delivery LLC 2013 Investigation Report

- its regulatory functions when the commission requests the carrier to do so.
- (e) Submitting false, misleading or inaccurate information.
 - (g) Operating in a manner that constitutes unfair or deceptive business practices.
 - (h) Committing fraud.

Here, staff believes that Best Moving attempted to mislead staff by submitting falsified estimate forms and misrepresenting that the forms were provided to customers prior to the move.

Recommendation

Staff recommends the commission issue a formal complaint seeking to cancel Best Moving's household goods permit for good cause, and assess a total penalty of up to \$14,000 for the following violations:

- Up to \$7,000 for seven violations of RCW 81.04.070, providing falsified estimates for at least seven customers.
- Up to \$1,000 for failing to provide written estimates in violation of WAC 480-15-630 and Tariff 15-C, Item 85.
- Up to \$1,000 for failing to use a properly formatted estimate in violation of WAC 480-15-630 and Tariff 15-C, Item 85.
- Up to \$1,000 for failing to provide a table of measurements (cube sheet) in conjunction with the estimate in violation of WAC 480-15-630 and Tariff 15-C, Item 85.
- Up to \$1,000 for failing to use a properly formatted bill of lading, including required language regarding contract terms and conditions, in violation of WAC 480-15-710(3) and Tariff 15-C, Item 95.
- Up to \$1,000 for advertising on the company's website without including a physical address, in violation of WAC 480-15-610(1).
- Up to \$1,000 for failing to follow the terms, conditions, and rates imposed by Tariff 15-C in violation of WAC 480-15-490(3).
- Up to \$1,000 for failing to properly advise customers of their right to file complaints and claims as required by WAC 480-15-800(2).

APPENDIX A



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

March 13, 2013

Ivan Ratko
Best Moving & Delivery LLC
P.O. Box 3451
Federal Way, WA 98063

RE: Data Request

Dear Mr. Ratko:

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.

The settlement agreement in Docket TV-110977 required staff to conduct a follow-up investigation of your company. Accordingly, please send us the following information and documents:

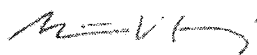
1. For every residential move performed within the state of Washington from June 1, 2012, through Sept. 30, 2012, please provide all original supporting documents related to each customer's move, including, but not limited to, the bill of lading, estimate, supplemental estimate, inventory records, weight slips, and all documents related to temporary storage of the goods. Please note that the commission requires original documents. Photocopies will not be accepted.
2. A copy of the company's customer complaint and claims register, listing all complaints and claims received from June 1, 2012, through Sept. 30, 2012, and including all documents related to each complaint and claim.

Mr. Ratko
March 13, 2013
Page 2

You are required to furnish the above requested documents to commission staff by no later than 5:00 p.m. on March 27, 2013. Please attach a copy of this letter to the documents for reference.

If you have any questions you may contact Rayne Pearson, Consumer Protection Manager. Ms. Pearson can be reached at (360) 664-1103 or rpearson@utc.wa.gov.

Sincerely,



Steven V. King
Acting Executive Director and Secretary

APPENDIX B

BEST MOVING & DELIVERY CO. ESTIMATE

P. O. BOX 3451
FEDERAL WAY WA 98063
206-613-9559
UTC NO. HG-063464

Date of Estimate: 7.30.12 Packing Date: 7.30.12 Moving Date: 7.30.12 Phone: 914-419-1251
Name: Michael Z. Podwal To: N/A
Address: 1530 12th Ave Floor# N/A Address: 4006 Greenwood Ave N
City: Seattle 98122 Apt# 305 City: Seattle 98103 Apt# N/A

Nonbinding Estimate; "This estimate is a nonbinding estimate. If this estimate is accepted, the cost may exceed, or be less, than the amount contained in this estimate.

A. OPTIMAL WAIVER OF VISUAL INSPECTION; NONBINDING ESTIMATE ONLY
ESTIMATE ONLY.

"I hereby waive my right to a visual inspection by the carrier for this nonbinding estimate. I acknowledge that the carrier did not inspect my household goods prior to the time the estimate was prepared, and I understand that I may be liable for additional charges for any additional goods or services not specified in this nonbinding estimate."

Consumer Signature.

Binding Estimate; "This estimate is binding on the carrier or household goods and services identified on the estimate and that the charges shown are the charges that will be assessed for the services identified in the estimate"

Guaranteed-not-to-exceed estimate; "The consumer shall be liable for the lesser of the maximum charge specified in the guaranteed-not-to-exceed estimate for household goods and services identified on the estimate or the charges determined by applying the carrier tariff."

Furnish 18ft Van and 2 Men for 3hr Hours at \$80 Per Hour 30min Travel Charge.

Extra Pickup-Drop-off-At: N/A

Piano (type): N/A

Other Services: N/A

Total Estimated Cost of Move: \$ 280 PAID

REIMBURSEMENT FOR LOST OR DAMAGED GOODS:

Any loss or damage must be reported to "Best Moving" within 9 months from the time of the move. Any loss or damage will be repaired by "Best Moving" or reimbursed at \$0.60 per pound. There will be no payment for any repairs made by anyone other than "Best Moving" unless authorized in advance by "Best Moving" All repairs or payments are considered final. It is the customer's responsibility to have box-able items in boxes.

Estimate was prepared by: _____ (Estimator or Driver).

Consumer's Acceptance: I accept the above estimate by Best Moving & Delivery, Co. I understand that by accepting this estimate, I am entering into a contract with Best Moving & Delivery, Co. to perform the work described in the estimate.

Customer Signature: N/A Date: _____

APPENDIX C

BILL OF LADING

NON-NEGOTIABLE

D



Customer Name: Michael Podwal
 Phone #1: 914-419-1251
 Phone #2: _____
 Origin Address: 1530 12th Ave, #305
 City: Seattle (Zip) 98102
 #Of Bedrooms: 1 Garage: yes no
 Destination Address: 4006 Greenwood Ave North
 City: Seattle (Zip) 98103
 Walking Distance: _____ #Of Floors _____

P. O. Box 3451
 Federal Way WA 98063
 UTC Permit: HG-063464
 Invoice# _____

Special Tools? _____
 Comments: _____

Full Service Labor Single Item Delivery
our standard service includes the following:

- Our standard service rate is \$80
 Payment is due when finished.
- Movers cannot be responsible for anything packed in a box. Movers will not be responsible for items constructed of pressed wood. Internal damage to any electrical equipment incurred through moving including but not limited to:
 - Appliances, televisions, stereos, pianos, organs, and clocks (these items need to be tuned and/or balanced after a move; this is the responsibility of the customer).
- As a courtesy we will disconnect washers, dryers, and refrigerators, that do not require electrical work or are not gas operated. (We will not accept liability for any loss or damage resulting from this service.)
- Any loss or damage must be reported to "Best Moving" within 24 hours from the time of the move. Any loss or damage will be repaired by "Best Moving" or reimbursed at \$0.60 per pound. There will be no payment for any repairs made by anyone other than "Best Moving" unless authorized in advance by "Best Moving". All repairs or payments are considered final. It is the customer's responsibility to have boxable items in boxes. Travel time will be added. We reserve the right to require an additional man when (in our professional opinion) one is needed. Afternoon job times are tentative and subject to change. Sidewalks will be free of snow and/or debris. Customer will give "Best Moving & Delivery" 48 hours notice to cancel or post-poner; or pay "Best Moving & Delivery" \$84.99 cancellation fee. Customer must be billed from the time we arrive at location till finished. Not responsible for inclement weather. We will be happy to assemble anything we disassemble.

We accept all major credit cards
 If "Best Moving" must take collection action, the customer will pay all attorney and court fees. If the customer fails to pay for services, a lien may be obtained against goods transported. Payment is due at the end of the move day.

Sorry No Checks Accepted!
 Customer Signature: [Signature]
 Date: 7/30/2012

I MP hereby acknowledged that I am pleased with the service rendered by "Best Moving & Delivery", all property is accounted for and there is no damage to report.

Signed: [Signature] Date: 7/30/2012

DATE: 7/30/12
 TIME: 7:45
 APPROXIMATE JOB TIME: _____
 THIS BILL RENDERED ONLY AS AN ACCOMMODATION
 TERMS ARE NET CASH AND PAYABLE ON
 PRESENTATION

START TIME: 7:45
 FINISH TIME: 10:45
 MEN: 2
 MILEAGE: _____
 EXTRA TRUCK: _____
 RATES x HOURS: 3hrs + 30min
travel fee
 TOTAL: \$280.00

G: _____ Check: _____
 Gas: _____ Misc: _____

Today Your Movers Are:
 LABOR: _____

Rating	Please use:	A	B	C	D	F
1. Professional Service -		<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. Prompt/Punctual -		<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. Care taken w/belongings -		<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. Use of time -		<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. Professional Appearance -		<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. Attitude -		<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Would You Recommend		<input checked="" type="radio"/> Yes / <input type="radio"/> No				

APPENDIX D

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:

- Coins, currency, deeds, notes, postage stamps, letters, drafts or valuable papers of any kind.
- Jewelry, precious stones, or precious metals.
- Items of extraordinary value.
- Items requiring temperature control.
- Household pets.
- Live plants.
- Perishable items.
- 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 any 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.

(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.

APPENDIX E

START TIME: 1:45
 FINISH TIME: 9:45
 MEN: 2
 MILEAGE:
 EXTRA TRUCK:
 RATES x HOURS: 3hr +
 \$75 + 30min
 travel =
 TOTAL: \$245
 G: _____ Check: _____
 Gas: _____ Misc: _____
 Today Your Movers Inc

START TIME: 1:30
 FINISH TIME: 4:30
 MEN:
 MILEAGE:
 EXTRA TRUCK:
 RATES x HOURS: 3hrs + 30min
 travel = \$200.00
 TOTAL: \$200
 G: _____ Check: _____
 Gas: 20 Misc: _____

FINISH TIME: 5:45 PM
 MEN:
 MILEAGE:
 EXTRA TRUCK:
 RATES x HOURS:
 3hrs + 30min travel
 TOTAL: \$265
 G: _____ Check: _____
 Gas: 20 Misc: _____

START TIME: 10:30
 FINISH TIME: 1:45 pm
 MEN: 2
 MILEAGE:
 EXTRA TRUCK:
 RATES x HOURS: 3hr +
 \$75 + 30min
 travel =
 TOTAL: \$285
 G: _____ Check: _____
 Gas: 40 Misc: _____

START TIME: 2:00
 FINISH TIME: 8:30
 MEN: 2
 MILEAGE:
 EXTRA TRUCK: 6.5 hr
 RATES x HOURS: 6.5 hr +
 \$75 + 30min
 travel =
 TOTAL: = \$525
 G: _____ Check: _____
 Gas: 20 Misc: _____

START TIME: 10:00 AM
 FINISH TIME: 13:00 PM
 MEN: 2
 MILEAGE:
 EXTRA TRUCK:
 RATES x HOURS: 3hr +
 \$75 + 30 min
 travel =
 TOTAL: = \$265
 G: _____ Check: _____
 Gas: 20 Misc: _____