

**Bumblebee Moving North, Inc. – TV-051629**  
**Staff Investigation**  
**October 28, 2005**

**Purpose**

The purpose of this investigation is to determine if Bumblebee Moving North, Inc. (Bumblebee), is in violation of WAC 480-15-890, which describes how household goods carriers must respond to Commission-referred complaints.

**Background**

In consumer complaint #91512<sup>1</sup>, on April 26, 2005, Mike Meeks of the Commission's Consumer Affairs staff contacted Bumblebee by e-mail and inquired about a refund due the customer in the complaint. Bumblebee responded by e-mail on April 28, 2005, indicating that it would check with its bookkeeper regarding the status of the refund.

After receiving no additional information from Bumblebee, Mr. Meeks contacted the company by e-mail again on August 10, 2005, requesting to be advised about the refund. Bumblebee did not respond. On September 16, 2005, Mr. Meeks referred the matter to the Business Practices Investigations Section and requested assistance with the complaint, due to Bumblebee's lack of response.

On October 14, 2005, the Commission sent Bumblebee a letter providing technical assistance on the requirements of WAC 480-15-890. The letter also required the company to respond to Business Practices Staff by October 21, 2005, regarding the August 10 e-mail in complaint #91512 and the company's plan to respond to future Commission complaints in accordance with WAC 480-15-890.<sup>2</sup> To date, Bumblebee has not responded.

**Additional Technical Assistance**

Bumblebee was provided additional technical assistance on the requirements of WAC 480-15-890 on October 20, 2005, in consumer complaint #95058. Consumer Affairs Staff Nancy Paulsen noted a violation against Bumblebee for non-response and provided technical assistance on the requirements of the rule.

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<sup>1</sup> See Appendix A.

<sup>2</sup> See Appendix B.

## Bumblebee Moving North, Inc. - Preliminary Investigation

### **Recommendation**

Staff recommends the Commission penalize Bumblebee Moving North, Inc., \$500.00 for five violations of WAC 480-15-890, for Bumblebee's failure to respond to Commission staff from October 21 through October 28, 2005.

## Bumblebee Moving North, Inc. - Preliminary Investigation

### Appendix A

Complaint #91512

Identifying information withheld at customer's request

BUMBLE BEE MOVING NORTH, INC.

Customer has many complaints. states that company underestimated the move, stole property, didn't finish the move, would not take payment by credit card although company previously agreed to take credit card payment. Had to go to a cash machine to pay additional charges. Customer states she had to hire another company to complete the move. Will fax incoming documents from customer to Bumble Bee.

Please respond within 10 days. fax to follow.

passed to company via email @9:52 am on 10-28.

Activity 10/28/2004 09:53 AM Email: Mike Meeks >> bumblebeemoving

----- Forwarded by Mike Meeks/WUTC on 10/28/2004 09:46 AM -----

Washington UTC Complaint

91512

Company: BUMBLE BEE MOVING NORTH, INC.

Activity 10/28/2004 10:47 AM Fax: Mike Meeks >> jonathan warner

Sent Fax to Bumble Bee

Activity 10/29/2004 01:11 PM Voice Mail: Mike Meeks << Sean?

Received voice mail advising that they were familiar with the issues. Left message for call back.

Activity 11/12/2004 09:10 AM Fax: Mike Meeks << Bumble Bee

Received fax response from Sean at company.

Activity 11/12/2004 01:49 PM Voice Mail: Mike Meeks << Sean

Called to say that he was working on the issues of the complaint.

Activity 11/19/2004 03:56 PM Phone: Mike Meeks << customer

called for update.

Activity 12/03/2004 02:39 PM Email: Mike Meeks >> bumblebeemoving

ATTN: Sean

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Please respond to the issues of this complaint.

Thanks,  
Mike Meeks  
Consumer Program Specialist  
Washington Utilities Commission

Activity 12/23/2004 02:37 PM Phone: Mike Meeks << customer

Left message with John C. to call back.

Activity 12/28/2004 02:37 PM Voice Mail: Mike Meeks >> customer

lmtcb

Activity 01/07/2005 02:31 PM Phone: Mike Meeks << customer

Says that the company demanded a \$280 deposit on the Saturday of the move. Says that he paid \$280 + \$40 in tips on Saturday. Says that when he spoke with the company to set up the move he advised that the storage unit was closing at 5 pm. Says he got a verbal estimate from the company indicating that the bill would be \$740. I asked the customer if he was provided the Rights and Repsonsibilities Guide and says he was not. Additionally, the customer told me that appoximately \$500,000 in gold and other "treasures" were stolen from him. I asked why he would let strangers move something that was so valuable and he said he had to let them move it as he had 2 broken shoulders and back injuries from an auto accident.

Activity 01/07/2005 02:37 PM Action: Mike Meeks

Customer's statement about the complaint from original complaint documents.

About your complaint

Bumble Bee Movers came out Sat (4) noon, they got here at 1PM. Lead (Steve) and I went over all to be moved. He said estimate = \$740 to move all that day to Everett Storage and Everett rm. I asked given storage hours, which your boss was told, you can move all today? Steve said yes! Around 4:45PM Steve said they couldn't finish today will store over nite and Sun. a second crew would finish? Steve said I owe them \$280 weekend deposit charge. Went to bank, got \$400 gave him \$280 cash cause he said credit cards are a problem on the weekend! Also gave each \$20 tip + \$320. I asked for receipt for the \$280 cahs deposit - Steve said it's on the invoice I signed! untrue!

Have you tried to resolve the dispute with your utility or transportation company?

Yes

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What were the results?

Requested via voice-mail, Greg please return my ATM withdrawal slip! No response x 1 week? Called company and spoke to Greg. He said he had given all to Sean who knew more about crew who came out. I asked Greg would you please return my ATM withdrawal slip and a loss /damage claim form. Finally got letter. They sent me partial copy of invoice and a loss claim form The loss form said see back for important information. Back of form was blank.

What do you think the company should do to resolve your complaint?

Return all my money \$925 moving charges, even though they never finished moving anymore of my stuff! second crew unloaded truck to storage. Said no information to finish moving all the rest! \$280 cash deposit Steve requeste and got! Finally many expensive items were missing whin I returned to check storage 1 large box, I toldf first crew contained items of grat value, so please put nothing on to of it was gone! Hired second company to move me. Careful Movers were great \$656.35

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Monroe Police Department Report:

Hired Bumble Bee Moving Inc. to move my things to storage in Everett and Rm. in Everett. Setup for Sat 8-28-04 Noon to 2 pm. 1 Shawn. Sat 8-28-04 two black men came out to 2PM to move me. Lead was named Steve, given estimate for all of the move at \$740 to move all on Saturday from Nonroe to Everett. Told Steve, Shawn said all chages can go on Visa card. Steve said for weekend jobs they ask for deposit before move in chash. He said for this move = \$280, I said I need to get to ATM for cash, cause I was told Visa card ok. I went and got \$400 cash. Gave Steve \$280, asked for receipt and he said long form I signed covers receipt. I said ok. I told them this one large box contains valuable contents so please don't set anything else on top of it except two pcs boxes, already there. They said ok. They continued to move thinsg. About 5 pm, Steve said he had to be some where Sat. evening and because they couldn't put stuff on top of certain things, they won't be able to move all of his estimate statment. I said, I told shawn exactly what I had, taped boxes and some bagged items and some things that couldn't be stored. Shawn told me, no problem they deal with this all the time. Also, that I have separate things that go to storage and others to room. He said no problem! Steve said this is what he will do: Store items in truck overnight. Then Sunday two different guys will be out to finish move. I called shawn and asked him whats going on, you said Steve is your best man, yet thre quitting amd my things are not in storage or my new room. He talked to Steve, Steve said Shawn said they will store overnite and finish up Sunday cause my storage was not 7/24 ( I think he means open 7 days per week, 24 hours) , they will take longer. Once again, I

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talked to Shawn, I said I told you when we set this up, the hours of my storage. He said, they kind of messed up will finish Sunday. Sunday 8-29-04 at 2PM two white mailes come out to move my stuff. I said my storage closes in a few hours, I told your boss my storage hours. Lead, Tony , he said our work order says to take current truck load to storage, so they at least got some of my stuff moved. He said we were not told about what happened Saturday or move to storage and some to room. . I said we better leave now if if you want to get some of my stuff in truck in storage. We went to storage despite fracutred shouldes and back from a hit and run. I helped, they were moving cart and one of my gold ingot boxes fell off the cart. I said where did this fall from. They said unknown. I told them about collection and taht all was taped shut so someone had been in the box. Then Tony said he would tell his boss. Finished unloading 3 minutes before stoage closed. Tony gave me final invoice for \$925. I said what about my \$280 deposit in cash? Tony said he knew nothing about that. I called shawn and he said he'd have Steve call me. He never did. I asked Shawn to page him and have him call me. He never did. I told shawn I gave (Sunday?) guys my ATM slip, shows money amd my notes of payment of deposit and tips. Also my box of valuables had been opened. He said his guys don't know anything about gold stuff. Left messages for voice mail for Greg, the other boss, saying I want my ATM slip back on Thursday 9-2.

Careful Movers moved me as I've filled storage. Things I had in taped boxes were out! after search, entire box stolen and alot more. ATM slip also not returned. Note on Sunday Tony had no problem rubbing my visa card Said he knew nothing about weekend deposits.

Activity 01/10/2005 09:24 AM Action: Mike Meeks

Statement in response to the complaint from Bumble Bee Moving. Faxed to the Commission on 11-12. :

Move dates 8-28, 8-29, 8-30

On the first day, my crew Steve and Sherman arrived on time in Monroe for load for customer. We, (customer and I) spoke 4 or 5 times to confirm facts and preparations for his apartment move. I (Sean) confirmed all issues relating to his hob. We at B.B. pride ourseves on getting all inforamtion to expedite a quality move. Questions were asked customer (customer): What size is your home? Are there any large items(big screen tv's, pianos)? Will you be doing your own packing? Are there stairs at your home? After (customer) and I were clear on all the basics, I scheduled his move for 8-28 in the afternoon due to other scheduling. My creww arrived to find out that alof the packing was not completed. They called the office to explain the situation (between 1 and 2 pm) and also told me that the distination storage unit closed at 5 pm which he set up the day of the move.  
Signed  
Sean E. McCrary (dispatch)

Additional Statement by Mr. McCrary on 12-6-04:

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In response to complaint 91412, (customer):

I Sean McCrary, got 4 seperate phone calls from (customer) prior to his scheduled move. We clarified all aspects of his 2 bedroom apartment move.

In regards to the stolen property, I've received statments from all crew involved. My undestanding is, he, (customer), was not completely prepared for the move. He had said that he had an accident and was injured badly(shoulder and back). His injury kept him from doing and completing his packing. My crew called me from the residence to tell me that (customer) was not completely prepared for the move. As they started moving (customer), then informed the crew that his storage place would close at 5 pm. Whin I scheduled his move, he never told me that we had limited time to do the move.

Considering that his storage unit was unaccessable after 5PM, we offered to store his furniture on our truck over night for standard storage fee of \$140 per day. Our company accepted his credit card for the complete move, 2 days. Totaling \$925 for 9.5 hours at \$90 per hour for the first day (Saturday) week day rate and Sunday(\$110 per hour) for overtime rate which he agreed to pay for inconvenience. (6 hours on 8-28 and 3.5 hours for 8-29) (credit card) approval #078532 Date approved 8-30-04

In regard to hiring another company (customer) also called me to schedule the rest of his move on Monday. When my crew arrived, (customer) decided he didn't want our help. He obviously was not upset with the third because he thanked them for coming out and then tipped them. If he was not happy with our service, theyn why would he tip a crew that he refused?

Considering what he (customer) said, the crew was only able to load most of what he had, considering our time limit. (customer) asked my crew to leave some things soe he could be confortable on his overnite stay. The next day, again consdering my schedule (customer)'s job was to start at 2 pm to unload at storage. We managed to schedule the next day to finish his job but he refused when my crew arrived at his house.

I, Sean McCrary, dispatch knows nothing about ATM receipt , or what he claims was missing. According to policy, I sent (customer) a loss and damage claim form. Bumble Bee never received any response until complaint from the WUTC.

We at Bumble Bee would like to settle this situation without incident. We are always in compliance with the law, as well as our customers.

Please let us know how we can help.

Signed Sean E. McCrary (Dispatch).

Partial Statement by Steve Spruel:

... (customer) kept asking about a deposit when I arrived, so I called Sean, the dispatcher and he informed me that he did not give a deposit. I let him know and we signed paper work and I made sure he knew the hourly charges.

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Activity 01/10/2005 10:13 AM Email: Mike Meeks >> bumblebeemoving

ATTN: Sean:

Please provide a bill of Lading for this customer's move. Additionally, the customer is insisting that he removed \$400 from his banking account at a cash machine and paid a deposit of \$280 + two tips in the amount of \$20 each for a total of \$320 on Saturday 8-28. Can you tell me if this amount was paid?

Thanks,

Mike Meeks

Consumer Program Specialist.

FAX # 360 664 4291

Activity 01/11/2005 09:15 AM Fax: Mike Meeks << company

Recd. fax of bill of lading

Activity 01/11/2005 01:31 PM Email: Mike Meeks >> bumblebeemoving

ATTN: Sean

I have received the copies of the bill of lading. Thanks for sending them. Unfortunately, they are not complete. The tops and bottoms of the page are cut off. Can you reduce them in size and re-send them to me so that I have full page copies? Please advise.

Thanks,

Mike

Activity 01/11/2005 02:56 PM Phone: Mike Meeks << customer

Called for update. Advised that I was still working on the issues. Requested that Mr. contact his bank to show that he withdrew \$400 on 8-28. Said he would do that.

Activity 01/11/2005 03:17 PM Email: Mike Meeks << System Administrator

<<WA - UTC complaint 91512 for (customer)>> Your message

To: dstamey@ci.monroe.wa.us

Subject: WA - UTC complaint 91512 for (customer)

Sent: Tue, 11 Jan 2005 15:17:11 -0800

was delivered to the following recipient(s):

Darryl Stamey on Tue, 11 Jan 2005 15:16:31 -0800

Activity 01/28/2005 03:42 PM Email: Mike Meeks << Roger Kouchi



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Mike - Consumer called and said he left 2 messages. He said it is somewhat urgent that he speak with you because he is working with the bank and his credit card company to stop payment on his credit card payment. He would like you to call him on Monday (1/31/05).

Activity 01/31/2005 09:01 AM Email: Mike Meeks >> bumblebeemoving

Hello Sean:

In your response, you indicated that you offered to store the customer's HHG overnight in the truck. Did (customer) agree to have his HHG stored on the truck overnight? Did he pay \$140? Please advise. I am going to work this complaint today and tomorrow and hope to have a resolution soon.

Thanks,  
Mike Meeks

Activity 01/31/2005 09:40 AM Email: Mike Meeks << customer

Called to say that he wants a letter covering all of this. Told him I was in the process of getting this resolved, and that I hoped to have it resolved in a couple of days.

Activity 02/01/2005 01:55 PM Action: Mike Meeks

Customer's issue regarding the \$280 "deposit". Customer provided copy of bank statement showing the ATM withdrawal of \$400. The customer states he gave the \$280 to "Steve" + two tips in the amount of \$20. Cannot prove that customer paid this amount. According to the Monroe Police Department statement the customer repeated the same story about the Deposit and the tips.

Some of the HHG items were moved to storage, but not all. Apparently, the company moved one truck load of items, stored them overnight on the vehicle on Saturday. The load was emptied to the storage facility on Sunday. Customer was billed for overtime on Sunday. No supplemental paperwork was recorded, no signed agreement for the overtime work.

Movers came out on Monday and Mr. refused to have them move the balance of his items. Mr. got another company to finish his move.

Activity 02/01/2005 04:54 PM Email: Mike Meeks >> bumblebeemoving

Hello Sean:

I am hopeful that we can get this complaint wrapped up. I don't really know what exactly took place however, there are some problems with the way this move was carried out. Specifically:

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On the bill of Lading, the location of the destination of the move is incorrect. The Household goods were delivered to a storage facility not the address listed on the bill of lading. This is a violation of WAC 480 15 740. and tariff item page 30.

Apparently, the customer's goods were stored on the vehicle overnight. However, there is no information regarding SIV in the bill of lading. This is a violation of Tariff item 85 Page 21-21A. The customer states that he paid this amount, but I see no information about this on the bill of lading. The only other clue that I have is that you stated in your original response that " we offered to store his furniture on our truck overnight for standard storage fee of \$140 per day". Since the goods were stored overnight, I assume the customer is correct and that he paid \$140. Did the customer pay for this?

There is no notation on the bill of lading that the customer agrees to storage in the vehicle this is a violation of Tariff item 101 Pg. 42.

There is no supplemental estimate for the overtime work. This is a violation of Tariff item 85 pg. 21 -21A and tariff item 220 (3) Page 73. Because of the lack of a supplemental estimate per the tariff, the company cannot receive overtime payment for the 3.5 hours @\$20 on 8-29. This amounts to \$70 in overcharges.

The customer is entitled to a refund in the amount of \$70 for the overtime charges. The maximum charge for SIV per the tariff is \$107.27. If the customer paid \$140, then he should receive a \$32.73 credit for the SIV overcharge. The total credit amount is \$102.73.

Please give me a call at 360 662 1107 so that we can discuss the results of the investigation. Or you can email me back at mmeeks@wutc.wa.gov.

Sincerely,

Mike Meeks  
Consumer Program Specialist  
Washington Utilities Commission

Activity 02/02/2005 09:29 AM Email: Mike Meeks << JONATHAN WARNER

Mr. Meeks,

Sean is out today Wednesday 2/2/05 sick. I will have him contact you tomorrow when he gets back in. Thank you.

Gregory Cook  
Bumble Bee Moving INC.

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Activity 02/03/2005 11:52 AM Email: Mike Meeks >> bumblebeemoving

Sean:

an update regarding my email to you from yesterday. I spoke with my manager regarding the issue of the \$140 SIV charge and the consensus is that since it was not listed on the bill of lading, you cannot collect this amount. This would need to be refunded to the customer. The appropriate WAC for this is 480 15 740.

Thanks,

Mike Meeks

Activity 02/08/2005 08:46 AM Letter: Mike Meeks >> customer

Sent the following letter to close:

February 3, 2005 RE: 91512

(customer)

Dear (customer):

Thank you for contacting the Washington Utilities and Transportation Commission about the problems you experienced with Bumble Bee Moving (the company). I have contacted the company and investigated your concerns.

In your complaint, you indicated many problems regarding the move which included theft or misplacement of some valuable items, an overcharge for service in the amount of \$280 for a deposit, and that the company did not complete the move as agreed.

The Commission's role regarding theft and damage to household goods is limited to making sure that the company addresses the damage or loss claim. The company has 10 days upon receipt of a claim to provide the forms necessary to process the claim for loss or damage. The company responded to your claim by sending a loss/damage claim form within the statutory time frame. You were concerned that the form sent by the company had language directing the claimant to "see the other side for important information", and that the back of the form was blank. For purposes of filing the claim, this could have been rectified with the request for a new form. The company representative responded to me that they sent the form, yet never received the completed claim. It is my understanding that you have now completed the form. According to the rules, the company can pay the claim, refuse the claim, or make a compromise offer within one hundred twenty days. If you are not satisfied with the resolution to your claim, you may choose to pursue an action in civil court. The Commission has no authority to force the company to pay damages.

Additionally, you stated that you were forced to pay a \$280 deposit to an

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employee of the company on August 28, 2004, the day of the move. The employee that you identified as accepting the \$280 denies that he accepted this amount. You provided a bank statement that shows an ATM withdrawal on the day of the move. While this certainly demonstrates that you made a withdrawal, without some sort of receipt from the company, it doesn't prove that you paid the \$280. I am aware that you have filed a statement with the Monroe Police Department about the payment. They are the appropriate agency to investigate this issue.

I have investigated the problem that you described regarding the actual move which occurred on August 28, and August 29, 2004. Part of the problem can be attributed to the fact that you did not receive an estimate from the company. If you had, then the company would not be able to bill you for more than 25% above the estimated amount for the move. Additionally, it appears that you did not receive a copy of the Rights and Responsibilities pamphlet which defines and explains what you should expect from the company and what you are responsible for. One of the items in the Rights and Responsibilities pamphlet addresses valuable items such as antiques, jewelry and other items that cannot be easily replaced. It states that you should not allow those items to be included in the move but that they should be in the possession of the customer during the move. All of these elements of the bill of lading were initialed by you indicating that you did not want an estimate, did not want the Rights and Responsibilities pamphlet, and did not want additional valuation for your household goods. The Commission has specific rules that apply to these elements, however, since you chose to accept service with the company without conditions, there is very little that the Commission can do.

Regarding the storage facility closing at 5 pm, I am unable to determine who is at fault. The company states that the storage facility space was contracted for on the day of the move. You advised that the company knew that the storage facility closed at that time, and the company representatives stated they could move your goods to storage within the time remaining on August 28. Obviously, there was not enough time to move all of the items, and the company stored your belongings overnight on the truck. It is my understanding that you paid \$140 for the overnight storage. None of the charges for the storage in the vehicle are listed on the bill of lading. Because of this, I am requiring the company to refund this amount.

On Sunday, August 29, 2004, the company moved more of your belongings. The rate for the labor increased due to overtime rates. While the Commission has rules in place that govern overtime rates, the company is required to submit a supplemental estimate. This document shows that you understand and agree to the new rates, and is signed by you. The company did not provide a supplemental estimate, therefore, the company cannot require you to pay the difference between the rate for the Saturday move (\$90 per hour) and the rate for the Sunday move (\$110). I have instructed the company to refund the difference between the two rates. This results in a \$70 refund amount.

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During my investigation, I was able to identify other problems with the manner in which the company conducted the move. I have issued violations for improper information on the bill of lading, including the lack of information about the storage on the vehicle, improper destination, no supplemental estimate for the overtime work, and an improper storage on the vehicle.

It is my hope that you find this information useful. At this time, I have closed your complaint. You may wish to pursue your damage/loss claim through the courts since the Commission has no authority to force the company to award damages.

Sincerely,

Mike Meeks  
Consumer Program Specialist  
Washington Utilities and Transportation Commission

Activity 02/08/2005 09:30 AM Email: Mike Meeks >> bumblebeemoving

Hello Sean:

I have closed this complaint with 4 violations of the rules. three of the violations are for 480 15 490 for violations of the tariff and one is for 480 15 740. The explanations of the violations are listed at the bottom of this record. Please scroll down to review them.

In an earlier email that I sent, I advised that Bumble Bee cannot collect for the \$140 for the SIV charge. This amount will need to be refunded to the customer. Additionally, since there was no supplemental estimate per the tariff, the customer is not responsible for \$70 in overtime charges for the move on 8-29. The total refund amount owing to (customer) is \$210. If you have questions, or would like to discuss the results, please either contact me by phone at 360 664 1107 or by email at mmeeks@wutc.wa.gov

Thank you for your assistance.

Activity 03/15/2005 03:51 PM Email: Mike Meeks >> bumblebeemoving

Mr. McCrary:

I just received a phone call from (customer). He states he has not seen the refund amount of \$210, nor has he been contacted by Bumble Bee. Please advise.

Thanks,

Mike Meeks  
Consumer Program Specialist  
Washington Utilities Commission

Activity 03/15/2005 03:53 PM Voice Mail: Mike Meeks << customer

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Called to say he has not heard from the company regarding his refund. or the adjustment of the bill.

Activity 03/15/2005 03:54 PM Email: Mike Meeks >> bumblebeemoving

Sean:

For clarification, the customer's bill needs to be reduced by \$210. You do not have to send him a refund. My mistake and I apologize.

Thanks,  
Mike Meeks  
Washington Commission

Activity 03/15/2005 04:03 PM Email: Mike Meeks << JONATHAN WARNER

Mr Meeks,

Sean McCrary no longer works for Bumble Bee Moving North. If you can give me a brief background I will get this resolved.

Jon Warner  
Bumble Bee Moving

Activity 03/15/2005 04:21 PM Email: Mike Meeks >> JONATHAN WARNER

Thanks Jonathan:

Probably the best way to summarize if for you to see the letter that I wrote to the customer to close. What I am not sure of here is if the customer ever paid all of the charges. If he has, he will need to be refunded \$210. Please review the letter that I wrote to the customer. If he has not paid, then the bill needs to be reduced by \$210 and he will owe the balance. I hope this makes sense. Please get back to me with any questions.

Mike Meeks

Activity 03/18/2005 04:52 PM Action: Mike Meeks

customer called

Customer wanted to advised that he had not received the \$210 refund. States that all of the charges to Bumble Bee were paid in full. Says that he disputed the charges with his credit card company and they removed the charges in the amount of \$651.35 but then, a month later they added the charges back on the bill. . Advised that If I don't hear back from the contact at Bumblebee I will contact him on Monday. 3-21.

Activity 04/18/2005 01:41 PM Phone: Pam Smith << customer

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called would like a call back, will leave a vm msg. for Mike.

Activity 04/25/2005 02:40 PM Email: Mike Meeks >> Suzanne Stillwell

Hi Suzanne:

This company owes (customer) \$205. They have not complied. What do I do? Should I write a compliance letter? Please advise.

Thanks,

Mike

Activity 04/26/2005 08:41 AM Email: Mike Meeks >> bumblebeemoving

Mr. Warner:

I received a call from the customer indicating that he has not received the \$210 refund that is due to him. Please respond within 2 business days.

Thanks,

Mike Meeks

Consumer Program Specialist

Washington Utilities and Transportation Commission

Activity 04/26/2005 08:44 AM Voice Mail: Mike Meeks >> customer

Called customer and advised that I have again emailed the company for a response. Advised that I would be back to him within 2 days. Advised that if the company does not respond a compliance letter will be sent to them requesting payment in full.

Activity 04/28/2005 03:29 PM Email: Mike Meeks << JONATHAN WARNER

Mr. Meeks,

I will get with our bookkeeper and check on the status of the refund. She is in on Fridays and Mondays only.

Jon Warner

Activity 08/10/2005 11:13 AM Email: Mike Meeks >> bumblebeemoving

Hello Jonathan:

Was this customer ever sent a refund in the amount of \$210? Please advise. The customer is calling me just about everyday.

Thanks,

Mike Meeks

Consumer Program Specialist

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Activity 09/16/2005 02:34 PM Phone: Mike Meeks << customer

customer called back. Says the damage claim was never addressed. Says he never got his refund.



## Appendix B



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

October 14, 2005

Jonathan Warner  
Bumblebee Moving North, Inc.  
17903 State Route 9, Suite B  
Snohomish, WA 98296

RE: Consumer Complaint #91512 – Catrice LeVeau

Dear Mr. Warner:

The Washington Utilities and Transportation Commission (Commission) has received a consumer complaint against Bumblebee Moving North, Inc. (Bumblebee). In accordance with Washington Administrative Code (WAC) 480-15-890, when Commission staff refers an informal complaint to a household goods moving company, the company must:

- (1) Respond with complete investigation results within ten business days;
- (2) Respond to Commission staff inquiries regarding the complaint; and
- (3) Keep the Commission currently informed of any progress made in resolving the complaint.

On April 26, 2005, Mike Meeks of the Commission's Consumer Affairs staff contacted you by email and inquired about the refund due the customer in this complaint. You responded by email on April 28, 2005, indicating that you would check with your bookkeeper regarding the status of the refund.

After receiving no additional information from Bumblebee, Mr. Meeks contacted you by email again on August 10, 2005, requesting to be advised about the refund. Mr. Meeks



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Jonathan Warner  
October 14, 2005  
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indicated that the customer had been calling him almost daily about this unresolved matter. To date, you have not responded to this request for information.

Staff requires that Bumblebee provide written documentation that the refund for Mr. LeVeau's move has been issued. In addition, Staff requires that Bumblebee provide copies of all documentation regarding Mr. LeVeau's damage claim and a written explanation of whether the company paid the claim, refused the claim, or made a compromise offer.

According to state statute, the Commission is authorized to assess penalties of up to \$1,000 per day for each violation of Commission rules. While Staff could recommend the Commission take action against Bumblebee, including penalties for violation of Commission rules, it does not wish to do so at this time. Instead, Staff offers this letter as technical assistance to the company to ensure that all future transactions are conducted in accordance with the Commission's rules.

Please respond by October 21, 2005, with the information requested above. In addition, please describe in writing the steps Bumblebee will take to ensure it responds to future Commission complaints in accordance with WAC 480-15-890. The response may be directed to Betty Young, Compliance Specialist, Business Practices Investigations Section. Ms. Young can be reached at (360) 664-1202, by email at [byoung@wutc.wa.gov](mailto:byoung@wutc.wa.gov), or by letter at the address listed above.

Sincerely,



Carole J. Washburn  
Executive Secretary