

APPENDIX A

Washington UTC Complaint

106929

Company: JAHN, GERALD M. M38500

Customer: Account# n/a

Melanie A Maynor

Contact:

3020 S Clinton Rd Apt #29

Spokane, WA 99219

Primary Phone: (509) 926-0913

E-mail addr: melaniemaynor@hotmail.com

Complaint: 106929

Serviced by: Dennis Shutler

Opened on: 07/08/2009

Grouped by: Disputed Bill

Closed on: 08/18/2009

Disposition: Consumer upheld

Description:



Ms states on the morning of her move she received a call from Spokane Movers' supervisor, Odie, informing Ms the written estimate she received was inaccurate and the total cost of the move would likely be twice the written estimate. Ms states the owner, Jerry, called her but did little to appease her distress. Ms needed to move and she agreed to the written estimate.

After the move, Ms asked Odie how much this move was going to cost. Odie quoted Ms about \$1,700, though the company gave her a discount because the team lost time trying to figure out how to remove the legs from Ms' piano. Ms notes the final bill was \$472.50 over the \$1,000 she agreed to on her credit card. Ms stated she is sending the company a check for \$150, which is 15% over the \$1,000 written estimate.

Ms states that calling her three hours prior to the move, on the day of the move, to pressure her into agreeing to a higher price is poor business.

In accordance with the commission's response rule in Washington Administrative Code (WAC) 480-15-890(1) Spokane Movers' response is due not later than 5 p.m. PT on 7/15/09.

Please provide clear and legible copies of every document pertinent to this customer's relocation, this documentation should at a minimum include, but not be limited to: bill of lading(s), estimate(s), driver's/worker's records of duty status or time cards, itemized list of goods shipped, damages claim records, e-mails, information identifying each vehicle used, weight slips, ferry crossing receipts, etc. I look forward to your response.

NOTE: Failing to provide this requested information and/or documentation will result in an incomplete response violation against the company.

Complaint passed to Spokane Movers on 7/08/09, at 2:25 p.m.:

Results:

Spokane Movers gave Ms an improper estimate, inaccurate documentation, and charged the move as an hourly-rated move when the move should have been charged as a mileage-rated move. Spokane Movers also charges Ms in excess of the 25% allowed by tariff.

---VIOLATIONS NOTED---

Activity:

Activity Links

*** 07/08/2009 01:49 PM Email: Dennis Shutler << Ms



Thursday, June 4, 2009, 7:47 am [EST]

Attention: Sales

Message: I am planning on moving from 121 Crestview Dr. Colville, WA to 3020 S. Clinton St., Spokane Valley, WA on Sun, June 21, 2009. I am moving from a small 2 bd home with garage to a 2 bedroom apt with a storage area attached. Included in my furniture to be moved is a baby grand piano. There is easy access to remove the piano and easy access to the apt.

I would like a written estimate for this move please.

From: Melanie Maynor (melaniemaynor@hotmail.com)

Below is the reply I received on 6-4-09:

Re: Sales@€l

From: Jerry Jahn (jerry@spokanemovers.com)

Sent: Thu 6/04/09 4:05 PM

To: melaniemaynor@hotmail.com

Melanie, Thank you for your request for an estimate. Your Sunday, June 21st move sounds very simple as you describe it. Two of us would bring a 24 foot straight box truck (like the big ones they rent). Padding and dollies included. Your baby grand will be your heaviest piece but not bad. I will send my 'piano guys'. Everything should fit easily unless you have mega miscellaneous. Is there alot in storage? Based on average 2 bdrm house with some storage and a piano, likely \$875.00 to \$1000. Did you read our customers comments? I am proud of our guys' great record of pleasing customers. Jerry@SpokaneMovers.com cell: 509 701 8211

I did not consider my household goods to be excessive, as the house I was moving out of was less than 900 sq ft, without a basement.

The day before the move, I received a voice mail on my cell phone requesting additional information about my household goods. I attempted to call the office, but only received an answering machine. I proceeded to email the contents of my move, as best as I knew how. The morning of the move, I received a call from the team supervisor, Odie, informing me that the written estimate I received was inaccurate, and that the total cost of the move would likely be twice the written estimate. Needless to say I was upset. He had the owner, Jerry, call me. Jerry did little to appease my distress. I needed to move and agreed to the written estimate.

After the move, I asked the team supervisor how much this move was going to cost me. He quoted me about \$1,700.00. This actually brought me to tears. He gave me a discount from this cost because the team lost a good hour to hour and a half trying to figure out how to remove the legs from my piano so that it could be moved. The final bill arrived for and additional \$472.50 over the \$1,000.00 I agreed to on my credit card.

I am sending Spokane Movers a check for \$150.00, which is 15% over the \$1,000 written estimate. I do not consider the manner in which Jerry handled this situation either ethical or legal.

I will be mailing to the Attorney General's Office a copy of the letter that I am sending along with the \$150.00 check.

Calling me 3 hours prior to the move, on the day of the move, is to pressure me into agreeing to a higher price is poor business. This caused me tremendous stress to the point that I was physically shaking and in tears.

Moving is stressful enough without having to worry about something like this. I am a low-income, single mother. This is unacceptable.

Thank you for your assistance.

*** 07/08/2009 02:20 PM Email: Dennis Shutler >> Ms



Your complaint to the Attorney General's (AG) office was forwarded to the Utilities and Transportation Commission (commission) because this action falls under the jurisdiction of this commission and not that of the AG's office.

I have opened an informal complaint investigation on your behalf and I will work with the company to seek resolution to your complaint.

Household goods complaints usually take between two and six weeks to complete, depending on their complexity.

Please provide me copies of any documents you have retained which are pertinent to your move.

I will notify you with my findings, however, if you have questions in the meantime, please feel free to contact me at 1-888-333-WUTC (9882).

Thank you.

*** 07/08/2009 02:25 PM Email: Dennis Shutler >> Jerry Jahn



Good afternoon,

Passing a new complaint.

NOTE: PLEASE REVIEW MS' COMMENTS IN FULL DETAIL PROVIDED DIRECTLY BELOW.

I look forward to your response.

*** 07/14/2009 02:32 PM Letter: Dennis Shutler << Company



SEE ATTACHED COPIES OF CUSTOMER RECORDS PROVIDED BY SPOKANE MOVERS:

*** 07/27/2009 11:49 AM Action: Dennis Shutler



REVIEWING DOCUMENTS AND COMPLETING HHG JUMP START SHEET:

*** 07/28/2009 10:56 AM Action: Dennis Shutler



REVIEWING DOCUMENTS AND COMPLETING HHG JUMP START SHEET:

*** 07/28/2009 11:26 AM Email: Dennis Shutler >> Ms



The company has provided me copies of their documents pertinent to your relocation.

However, would you please also provide me copies of any and all documents you have so I can compare the two together?

Thank you.

*** 07/28/2009 11:56 AM Email: Dennis Shutler >> Jerry Jahn



Have you attended one of the many sessions commission staff have put on across the state regarding household goods moves and the applicable laws, rules and tariff issue?

Did Ms complete an on-line estimate and did she electronically sign that estimate?

Do you have the capability of on-line estimates on your web site?

Did your employee who prepared the written estimate sign the written estimate for \$1,240 before or after Ms signed it?

Was a cube sheet completed for this move?

Thank you.

*** 07/28/2009 11:58 AM Email: Dennis Shutler >> Ms



Did you complete an on-line estimate and did you electronically sign that estimate?

Did the company's employee who prepared the written estimate sign the written estimate for \$1,240 before or after you signed it?

Thank you.

*** 07/28/2009 08:05 PM Email: Shutler, Dennis (UTC) << Ms



I did not complete an on-line estimate with Spokane Movers. All my correspondence was via email with the owner, Jerry. I included the emails in my original statement to the Attorney General's Office, which you have included here. I did receive a copy of Smart Consumer Guide from Odie on the morning of the move. That is where I learned that I was not required to pay anything over 15% of the written estimate for a move over 35 miles.

I was asked to sign the written estimate at my old address the morning of the move. I don't remember if Odie signed the written estimate prior to having me sign it, but he stood in my home and had me sign it prior to loading anything. I did not receive a copy of the written estimate other than the one that came through via email. I do remember that when Odie asked me to sign the written estimate, I told him I would only agree to the amount stated in the email written estimate, and I wrote this on the copy he asked me to sign. The amount was not to exceed \$1,000.00.

The request for additional information was not received until less than 24 hours prior to the move. The owner, Jerry, states in his rebuttal that I did not provide enough information prior to the move about the inventory to be moved. What he neglects to understand is that I, as a first time consumer, had no idea what information the company would need. Another company I called was going to send an estimator to my home to view first hand what all I needed to have moved prior to providing me a written estimate. The request from Spokane Movers should have been made immediately after I contacted them, not the day prior to the move.

The response from Jerry is quite distorted. It assumes that I, as a consumer, was well educated in how to complete a move with a professional moving company. This is incorrect. This was my first experience, and a most unpleasant experience.

Thank you for your assistance.

Melanie Maynor

*** 07/29/2009 04:47 AM Email: Shutler, Dennis (UTC) << Jerry Jahn



July 29, 2009

Good morning Mr. Shutler.

You have asked 5 questions.

The short answers are:

1. Yes: March 19, 2009, Cheney
2. No & no
3. No
4. I do not know
5. No

Respectfully,
Jerry Jahn

*** 07/29/2009 07:48 AM Email: Shutler, Dennis (UTC) >> 'Ms



Good morning Ms Maynor:

Thank you for your response, however:

Ø If you re-read that brochure under "Payment of Charges" on I believe page 16, you will notice it states you are only required to pay 15% above the estimate and then you have 30 days to pay the remaining total balance owed to the mover.

Ø If you re-read the brochure under "Estimates" on I believe page 5, you will see the company can legally charge you as much as 25% above the written estimate. This also clearly states the final cost can be more than the non-binding estimate. That said, \$1,472.50 is within that 25% above the signed written estimate for \$1,240.

Ø Regardless of your statement that you would only pay up to \$1,000, you did sign the estimate for \$1,240, and you continued to utilize this movers services knowing there was a discrepancy in what you wanted to pay and what the company estimated the moving costs to be. The e-mailed example that an average two bedroom house with storage and a piano, likely to be \$875 to \$1,000 is not an acceptable or binding estimate, according to the rules pertaining to "electronic estimates" outlined in Washington Administrative Code (WAC) 480-15-630, you must electronically sign the appropriate estimate in agreement to the costs, terms and conditions prior to the move. You've even verified you did not complete an electronic estimate. In fact, this mover does not have the capability to provide electronic estimates from its web site. That said, you did sign the estimate for \$1,240.

I will continue to review the documents to determine if the company has operated in compliance with this commission's laws and rules.

I will notify both you and the company of my findings once I have completed my review, and violations will be recorded against the company for noncompliance with this commission's laws and rules.

Again, I thank you.

*** 07/29/2009 11:34 AM Action: Dennis Shutler



REVIEWING DOCUMENTS AND COMPLETING HHG JUMP START SHEET:

*** 08/06/2009 09:28 AM Violation: Tariff 15-C, Item 95(1)(I)(i) -



VIOLATION: One (1) violation of Washington Administrative Code (WAC) 480-15-710(3) / Tariff 15-C, Item 95(1)(I)(i), Bills of Lading, against Gerald M. Jahn d/b/a Spokane Movers (Spokane Movers) for failing to list the total mileage between the origin and destination upon the customer's bill of lading.

*** 08/07/2009 08:28 AM Violation: Tariff 15-C, Item 105(7) -



VIOLATION: One (1) violation of Washington Administrative Code (WAC) 480-15-710(3) / Tariff 15-C, Item 105(7), Bill of lading, The carrier must include the information in a bill of lading as described in the commission's tariff, against Gerald M. Jahn d/b/a Spokane Movers (Spokane Movers) for failing to list the minimum charge weight upon the bill of lading.

*** 08/07/2009 08:41 AM Violation: Tariff 15-C, Item 115(2) -



VIOLATION: One (1) violation of Washington Administrative Code (WAC) 480-15-710(3) / Tariff 15-C, Item 115(2), Bill of lading, The carrier must include the information in a bill of lading as described in the commission's tariff, against Gerald M. Jahn d/b/a Spokane Movers (Spokane Movers) for failing to have the motor vehicle weighed by a certified weighmaster or on a certified scale.

*** 08/07/2009 08:49 AM Violation: Tariff 15-C, Item 105(1) -



VIOLATION: One (1) violation of Washington Administrative Code (WAC) 480-15-710(3) / Tariff 15-C, Item 105(1), Bill of lading, The carrier must include the information in a bill of lading as described in the commission's tariff, against Gerald M. Jahn d/b/a Spokane Movers (Spokane Movers) for failing to perform and rate this customer's move under mileage rates, rather than hourly rates as were used, when this customer's move exceeded 56 miles for a total of 80 miles.

*** 08/07/2009 08:55 AM Email: Shutler, Dennis (UTC) >> 'Jerry Jahn'



Just a quick and easy question, do you have a fax machine for Spokane Movers?
Thank you.

*** 08/07/2009 09:10 AM Violation: Tariff 15-C, Item 95(1)(j) -



VIOLATION: One (1) violation of Washington Administrative Code (WAC) 480-15-710, Tariff 15-C, Item 95(1)(j) Bills of Lading, against Gerald M. Jahn d/b/a Spokane Movers (Spokane Movers) for failing to list the correct estimates language on the bill of lading. The company's Estimate sheet does not list the correct language as is required by tariff.

Spokane Movers' bill of lading states, in part: "In no case will be required to pay more than 115% of the estimate..."

*** 08/07/2009 09:21 AM Violation: Tariff 15-C, Item 95(1)(k) -



VIOLATION: One (1) violation of Washington Administrative Code (WAC) 480-15-710, Tariff 15-C, Item 95(1)(k) Bills of Lading, against Gerald M. Jahn d/b/a Spokane Movers (Spokane Movers) for failing to list the correct valuation language on the bill of lading. The company's Bill of Lading sheet does not list the correct language as is required by tariff.

*** 08/07/2009 09:32 AM Violation: Tariff 15-C, Item 85(2)(c) -



VIOLATION: One (1) violation of Washington Administrative Code (WAC) 480-15-630(7) / Tariff 15-C, Item 85(2)(c), Estimates, against Gerald M. Jahn d/b/a Spokane Movers (Spokane Movers) for failing to provide a space for the customer to sign or initial they were provided a copy of the commission's brochure "Your Guide to Moving in Washington State" upon the company's estimate sheet.

*** 08/07/2009 09:34 AM Violation: Tariff 15-C, Item 85(2)(g) -



VIOLATION: Two (2) violations of Washington Administrative Code (WAC) 480-15-630(7) / Tariff 15-C, Item 85(2)(g), Estimates, against Gerald M. Jahn d/b/a Spokane Movers (Spokane Movers) for failing to complete a household goods cube sheet inventory of the items upon which the estimate is based -and- list the estimated cubic footage for each item.

*** 08/07/2009 09:35 AM Violation: Tariff 15-C, Item 85(2)(h) -



VIOLATION: One (1) violation of Washington Administrative Code (WAC) 480-15-630(7) / Tariff 15-C, Item 85(2)(h), Estimates, against Gerald M. Jahn d/b/a Spokane Movers (Spokane Movers) for failing to list an explanation of the formula used to determine the estimated total weight upon the company's estimate sheet.

*** 08/07/2009 09:41 AM Violation: Tariff 15-C, Item 85(2)(j) -



VIOLATION: Two (2) violations of Washington Administrative Code (WAC) 480-15-630(7) / Tariff 15-C, Item 85(2)(j), Estimates, against Gerald M. Jahn d/b/a Spokane Movers (Spokane Movers) for failing to list the mileage between the origin, destination and intermediate stops -and- associated rates and charges upon the company's estimate sheet.

*** 08/07/2009 09:45 AM Violation: Tariff 15-C, Item 85(2)(k) -



VIOLATION: One (1) violation of Washington Administrative Code (WAC) 480-15-630(7) / Tariff 15-C, Item 85(2)(k), Estimates, against Gerald M. Jahn d/b/a Spokane Movers (Spokane Movers) for failing to list any applicable overtime hours and charges upon the company's estimate sheet. The company's Estimate sheet does not provide an area addressing applicable overtime as is required by tariff.

*** 08/07/2009 09:51 AM Violation: Tariff 15-C, Item 85(2)(l) -



VIOLATION: One (1) violation of Washington Administrative Code (WAC) 480-15-630(7) / Tariff 15-C, Item 85(2)(l), Estimates, against Gerald M. Jahn d/b/a Spokane Movers (Spokane Movers) for failing to list any third-party or accessorial services to be provided upon the company's estimate sheet. The company's Estimate sheet does not provide an area addressing applicable third-party or accessorial charges as is required by tariff.

*** 08/07/2009 10:04 AM Violation: Tariff 15-C, Item 85(2)(m) -



VIOLATION: One (1) violation of Washington Administrative Code (WAC) 480-15-630(7) / Tariff 15-C, Item 85(2)(m), Estimates, against Gerald M. Jahn d/b/a Spokane Movers (Spokane Movers) for failing to list charges for loss or damage protection coverage (valuation) upon the company's estimate sheet. The company's Estimate sheet does not provide an area addressing valuation choices for the customer to select as is required by tariff.

*** 08/07/2009 10:35 AM Violation: Tariff 15-C, Item 85(2)(n) -



VIOLATION: One (1) violation of Washington Administrative Code (WAC) 480-15-630(7) / Tariff 15-C, Item 85(2)(n), Estimates, against Gerald M. Jahn d/b/a Spokane Movers (Spokane Movers) for failing to list storage to be provided and associated charges upon the company's estimate sheet. The company's Estimate sheet does not provide an area addressing storage choices for the customer to select as is required by tariff.

*** 08/07/2009 11:03 AM Attachment: Dennis Shutter >> Dennis S



SEE ATTACHED MILEAGE CALCULATION SHEET:

*** 08/07/2009 11:06 AM Violation: Tariff 15-C, Item 85(2)(o) -



VIOLATION: One (1) violation of Washington Administrative Code (WAC) 480-15-630(7) / Tariff 15-C, Item 85(2)(o), Estimates, against Gerald M. Jahn d/b/a Spokane Movers (Spokane Movers) for failing to list charges for packing and unpacking services, and for containers upon the company's estimate sheet. The company's Estimate sheet does not provide an area addressing packing and unpacking services for the customer's information as is required by tariff.

*** 08/07/2009 11:17 AM Violation: Tariff 15-C, Item 85(2)(q) -



VIOLATION: Three (3) violations of Washington Administrative Code (WAC) 480-15-630(7) / Tariff 15-C, Item 85(2)(q)(ii, iii, and iv), Estimates, against Gerald M. Jahn d/b/a Spokane Movers (Spokane Movers) for failing to list the correct terms and conditions upon the company's estimate sheet. The company's Estimate sheet does not provide an area addressing the correct terms and conditions for the customer's

information as is required by tariff.

*** 08/07/2009 11:25 AM Violation: Tariff 15-C, Item 85(2)(a) -



VIOLATION: One (1) violation of Washington Administrative Code (WAC) 480-15-630(7) / Tariff 15-C, Item 85(2)(a), Estimates, against Gerald M. Jahn d/b/a Spokane Movers (Spokane Movers) for failing to list the company's fax number (509 455-0572) upon the company's estimate sheet.

*** 08/07/2009 11:36 AM Violation: Tariff 15-C, Item 95(1)(a) -



VIOLATION: One (1) violation of Washington Administrative Code (WAC) 480-15-710, Tariff 15-C, Item 95(1)(a) Bills of Lading, against Gerald M. Jahn d/b/a Spokane Movers (Spokane Movers) for failing to list the company's fax number (509 455-0572) on the bill of lading.

*** 08/07/2009 11:45 AM Attachment: Dennis Shutler >> Dennis S



SEE ATTACHED HHG COMPLAINT JUMP START SHEETS:

*** 08/07/2009 01:32 PM Violation: 480-15-630 -



VIOLATION: One (1) violation of Washington Administrative Code (WAC) 480-15-630, Estimates, against Gerald M. Jahn d/b/a Spokane Movers (Spokane Movers) for failing to issue an estimate to this customer containing all of the elements required by the commission-published tariff.

*** 08/07/2009 02:10 PM Violation: 480-15-630(6)(d)(iv) -



VIOLATION: One (1) violation of Washington Administrative Code (WAC) 480-15-630(6)(d)(iv), Estimates, against Gerald M. Jahn d/b/a Spokane Movers (Spokane Movers) for charging in excess of 25% above the e-mailed estimate this customer was provided.

In Spokane Movers' e-mail to Ms dated June 4, 2009, Spokane Movers provided Ms an e-mailed estimate for her move, stating, in part: "Based on average 2 bdrm [sic] house with some storage and a piano. Likely \$875 to \$1000." This quote was the amount Ms based her decision upon to choose Spokane Movers for her residential relocation.

\$1,000 (E-mail estimate) plus 25% = \$1,250.

Spokane Movers charged Ms \$1,472.50.

\$1,472.50 minus \$1,250 allowed = \$222.50 OVERCHARGE.

*** 08/10/2009 11:05 AM Email: Shutler, Dennis (UTC) << Jerry Jahn



Good morning Mr. Shutler. My Spokane Movers email server is down. This is an alternative email for me until that is resolved. Thank you. Jerry

jerryjahn@yahoo.com

*** 08/11/2009 04:29 PM Email: Dennis Shutler >> Jerry Jahn



Please provide me a copy of the commission's consumer brochure which you provide your customers. Thank you.

*** 08/12/2009 08:18 AM Email: Shutler, Dennis (UTC) << Jerry Jahn



Dennis we are perilously low on the pamphlets. We can print this info off internet, but we really prefer the pamphlets provided by the commission. Thank you. Jerry

*** 08/12/2009 08:37 AM Email: Shutler, Dennis (UTC) >> 'Jerry Jahn'



Please send me one of the commission's pamphlets you provide your customers. I'll then return it and make sure to send you a fresh and sizeable supply as well.
Thank you.

*** 08/12/2009 09:38 AM Email: Shutler, Dennis (UTC) << Jerry Jahn



OK, I'll send that right out. Thank you! Jerry

*** 08/12/2009 11:10 AM Voice Mail: Dennis Shutler >> Ms



I called Ms and left her a voice message stating/asking:
if she would provide me a copy of the brochure she was given, response = Ms is going to mail me her copy of the brochure.
I clarified the misinformation I had given her earlier regarding the 10 vs the 15 percent in payment,
I asked about Ms' Mother-in-law's stuff, were these goods included in her move and were these goods located in a storage facility requiring a stop in transit to load, response = all were on site.
Did the company do any of the packing, and did the company provide boxes or packing materials, response = Ms did all her own packing, no supplies provided by the company.
And finally I asked Ms why she would sign an estimate completed for more than she was willing to pay, response = Ms states she felt pressured.
I asked Ms to return my call to address these issues.

*** 08/12/2009 11:25 AM Phone: Dennis Shutler >> Jerry Jahn



I called Mr Jahn and asked/stated:
What is the Customer Service Sheet used for, response = this is an in-office telephone interview document.
Was Mother-in-Law's stuff part of the goods moved, response = yes, from Ms' shed on site.
Did you pack any of Ms' goods while providing boxes/materials, response = no, Ms did her own packing, otherwise we would have been listed such on the bill of lading.
Did company complete an inventory sheet, response = no, I relied on Ms' list of goods to be moved.
Why would you move a customer who disputed the amount she was to be charged, response = I felt she would have been more upset had we just left, besides, I believed we could negotiate the price with her.

*** 08/13/2009 07:32 AM Email: Dennis Shutler >> Melanie A Maynor



Yes, please mail me your commission brochure to my address listed below, please also "Attention to Dennis in Consumer Protection".
Also, if you have not yet paid the \$150 you mentioned, do not pay this or any additional amount to the company.
I will explain further very soon.

*** 08/13/2009 06:50 PM Email: Shutler, Dennis (UTC) << Melanie Maynor



I have already paid the \$150. I have also just received a statement for the

remaining \$300 something. I will not pay this.
I will mail the Smart Consumer Guide tomorrow.
Thank you for all your time and help.

*** 08/17/2009 01:05 PM Letter: Dennis Shutler << Ms / Company



SEE ATTACHED COPIES OF THE COMPANY PROVIDED AND CUSTOMER PROVIDED BROCHURES:

NOTE: THE COMPANY WAS REQUESTED TO PROVIDE A COPY OF THE SAME BROCHURE WHICH WAS GIVEN TO THE CUSTOMER FOR HER MOVE, THE CUSTOMER PROVIDED AN OLDER AND INACCURATE BROCHURE.

CONSEQUENTLY, THE COMPANY FAILED TO PROVIDE THIS CUSTOMER A CURRENT BROCHURE LISTING ACCURATE INFORMATION:

*** 08/17/2009 01:46 PM Violation: 480-15-620(1) -



VIOLATION: One (1) violation of Washington Administrative Code (WAC) 480-15-620(1), Information household goods carriers must provide to customers, against Gerald M. Jahn d/b/a Spokane Movers (Spokane Movers) for failing to provide this customer a current and accurate consumer brochure.

This customer provided the copy of the consumer brochure she was given by the company, and it is outdated and it lists inaccurate information. The company was requested to provide a copy of the consumer brochure given to this customer and the company provided a consumer brochure different than the one the customer provided.

*** 08/18/2009 08:06 AM Voice Mail: Dennis Shutler >> Ms



I called Ms and advised her to not pay anything further towards her move. I told Ms that the results of her complaint is causing the company's business and operational practices to be reviewed by the commission's Compliance Investigation Section.

I told Ms I was now closing her complaint.

*** 08/18/2009 08:30 AM Phone: Dennis Shutler >> Jerry Jahn



I called Mr Jahn and went over the violations I had discovered in my investigation of this customer's complaint.

I suggested Mr Jahn contact the Household Goods Movers Association or other area movers to obtain accurate and correct bills of lading and estimate sheets.

Mr Jahn was very argumentative and defensive, talking over me on several occasions.

Mr Jahn said he wasn't aware his company was under investigation, I told him that's clearly not the case, and my e-mails to him in this complaint requesting every document pertinent to this customer's move verifies such.

Mr Jahn stated his low number of complaints showed he did good moves and his customers were satisfied, and he insisted I address this fact in my closing statement.

I told Mr Jahn that his low number of complaints proved neither point, and I pointed out that all the documents he was using and providing his customers clearly gives his customers inaccurate information.

I told Mr Jahn that the commission was requiring he cease further collection from Ms for any remaining unpaid funds owed from Ms' move.

I told Mr Jahn this is because he failed to provide this customer an accurate and correct estimate and obtain weights and complete an inventory/cube sheet and he couldn't even verify he moved her goods and at what weight or amount of items.

Mr Jahn argued this fact as well, stating his company moved Ms and earned the expenses, and Ms made false accusations regarding the costs of the move. I told Mr Jahn that Ms based her decision to use his moving services from the amount he provided her, Mr Jahn continued to dispute the amounts from estimates given Ms.

I told Mr Jahn that I remembered I had personally handed him inventory and cube sheets and other bill of lading and estimate documents which he was clearly not using today.

I also noted how I asked Mr Jahn to forward me a copy of the customer brochure he had given Ms and the copy he provided me differed from the copy he provided Ms, he asked how would I know that, I told him because I was holding both in my hands as we talked.

Mr Jahn criticized the commission's involvement and role in this customer's complaint and Mr Jahn expressed little concern of complying with this commission's laws and rules requirements, stating he was working to satisfy the customer, not the commission's laws and rules.

I also told Mr Jahn that the commission's Compliance Investigations' Section would be contacting him and performing an in-depth review of his business practices and operations.

I told Mr Jahn I was closing this customer's complaint with both the customer and the company and I would forward him the violations I had discovered and he may want to go through them one at a time and make the necessary changes and corrections to lessen future violations.

*** 08/18/2009 11:49 AM Email: Shutler, Dennis (UTC) >> 'Jerry Jahn'



Mr Jerry Jahn d/b/a Spokane Movers:

Thank you for your time and efforts in working to resolve this customer's complaint issues.

I called Mr Jahn and went over the violations I had discovered in my investigation of this customer's complaint.

I suggested Mr Jahn contact the Household Goods Movers Association or other area movers to obtain accurate and correct bills of lading and estimate sheets.

Mr Jahn was very argumentative and defensive, talking over me on several occasions.

Mr Jahn said he was not aware his company was under investigation, I told him that's clearly not the case, and my e-mails to him in this complaint requesting every document pertinent to this customer's move verifies I was investigating the company in this customer's move.

Mr Jahn stated his low number of complaints showed he did good moves and his customers were satisfied, and he insisted I address this fact in my closing statement.

I told Mr Jahn that his low number of complaints proved neither point, and I pointed out that all of the documents he was using and providing his customers clearly gives his customers inaccurate information.

I told Mr Jahn that the commission was requiring he cease further collection from Ms for any remaining unpaid funds owed from Ms' move.

I told Mr Jahn this is because he failed to provide this customer an accurate and correct estimate and obtain weights and complete an inventory/cube sheet and he couldn't even verify he moved her goods and at what weight or amount of items.

Mr Jahn argued this fact as well, stating his company moved Ms and earned the expenses, and Ms made false accusations regarding the costs of the move.

I told Mr Jahn that Ms based her decision to use his moving services from the amount he provided her, Mr Jahn continued to dispute the amounts from estimates

given Ms.

I told Mr Jahn that I had personally handed him inventory and cube sheets and other bill of lading and estimate documents which he was clearly not using today.

I also noted how I asked Mr Jahn to forward me a copy of the customer brochure he had given Ms and the copy he provided me differed from the copy he provided Ms, he asked how would I know that, I told him because I was holding both in my hands as we talked.

Mr Jahn criticized the commission's involvement and role in this customer's complaint and Mr Jahn expressed little concern of complying with this commission's laws and rule requirements, stating he was working to satisfy the customer, not the commission's laws and rules.

I told Mr Jahn I would forward him the violations I had recorded and he may want to go through them one at a time and make the necessary changes and corrections to lessen future violations.

I also told Mr Jahn that the commission's Compliance Investigations' Section would be contacting him and performing an in-depth review of his business practices and operations.

I told Mr Jahn I was closing this customer's complaint with both the customer and the company.

However, during the course of my investigation into Ms' complaint, I found Spokane Movers operating in violation of the commission's rules in Washington Administrative Code (WAC) 480-15.

Consequently, I have recorded violations of the commission's rules in WAC 480-15 against Spokane Movers, as follows:

Ø One (1) violation of WAC 480-15-710(3) / Tariff 15-C, Item 95(1)(l)(i), Bills of Lading, against Spokane Movers for failing to list the total mileage between the origin and destination upon the customer's bill of lading.

Tariff 15-C, Item 95(1)(l)(i), Bills of Lading, states: (1) The carrier must issue a bill of lading for each shipment of household goods transported and must maintain a copy of each bill of lading on file for three years. Both the carrier and the customer must sign and date the bill of lading. The bill of lading must include, at a minimum, all information described below: (l) If the shipment will be calculated using mileage rates, include: (i) The mileage of the move.

Ø One (1) violation of WAC 480-15-710(3) / Tariff 15-C, Item 105(7), Bill of lading, The carrier must include the information in a bill of lading as described in the commission's tariff, against Spokane Movers for failing to list the minimum charge weight upon the bill of lading.

Tariff 15-C, Item 105(7) General application of rates for long distance (mileage-rated) moves, states: (7) The minimum charge for any shipment will be calculated on a weight of seven pounds per cubic foot of properly loaded vehicle space used. Both the minimum charge weight and the actual weight must be shown on the bill of lading.

Ø One (1) violation of WAC 480-15-710(3) / Tariff 15-C, Item 115(2), Bill of lading, The carrier must include the information in a bill of lading as described in the commission's tariff, against Spokane Movers for failing to have the motor vehicle weighed by a certified weighmaster or on a certified scale.

Tariff 15-C, Item 115(2) Carriers must calculate all tare and loaded weights by having the motor vehicle weighed by a certified weighmaster or on a certified scale.

Ø One (1) violation of WAC 480-15-710(3) / Tariff 15-C, Item 105(1), Bill of lading, The carrier must include the information in a bill of lading as described in the commission's tariff, against Spokane Movers for failing to perform and rate this customer's move under mileage rates, rather than hourly rates as were used, when this customer's move exceeded 56 miles for a total of 80 miles.

Tariff 15-C, Item 105(1) Rates in this section apply to moves of more than 55 miles.

Ø One (1) violation of WAC 480-15-710, Tariff 15-C, Item 95(1)(j) Bills of Lading, against Spokane Movers for failing to list the correct estimates language on the bill of lading. The company's Estimate sheet does not list the correct language as is required by tariff.

Spokane Movers' bill of lading states, in part: "In no case will be required to pay more than 115% of the estimate..."

*** 08/18/2009 11:57 AM Email: Dennis Shutler >> Melanie A Maynor



Good morning Ms Maynor:

Here is the text of your complaint showing my actions and the violations I've recorded against Spokane Movers.

You will also see where I instructed Spokane Movers to cease any further collection activities regarding the unpaid balance billed.

I hope this information is beneficial.

Thank you for having contacted this commission.

*** 08/18/2009 03:33 PM Email: Shutler, Dennis (UTC) << Jerry Jahn



Mr. Shutler, I get the feeling your remarks are meant for someone you haven't mentioned. No one else in the address bar but me. So who are you giving this to? Is this a report to the Commission?

Given the ease at which we can use email to keep our communications transparent, why did you choose a final inflammatory phone call on which to base your remarks? Your help with our compliance issues is appreciated. Your personal remarks against me are misquoted, misinterpreted and recklessly dishonest. Not helpful.

*** 08/18/2009 04:02 PM Email: Shutler, Dennis (UTC) >> 'Jerry Jahn'



I wrote my closing remarks in this customer's complaint just as I have for any other customer's complaint and in any other regulated industry.

This is exactly how we do what it is we do here at the commission.

I also provided a copy to the commission's Compliance Investigation Section, just as I do in many other cases where I know any particular company in any regulated industry is going to be reviewed by that section.

Any report written by our staff is a report to the commission's records retained on each regulated company/industry, though no, not a report directly to the commissioners.

I was instructed to call you to go over the violations, request the company not charge further costs to this customer, and advise you the Compliance Investigation Section would be performing a review of Spokane Movers business and operating practices.

You may feel free to dispute my noting our conversation, however, I stand firm that everything I have stated in my closing conversation and e-mail to you is accurate.

I took every effort to ensure nothing discussed between us was misquoted or misinterpreted, and I was clearly never recklessly dishonest with you about anything we discussed.

I was about to contact you to let you know I was going to mail Spokane Movers 100 of the commission's consumer brochures, as you had stated your supply was very low.

If you have any concerns or questions regarding what it is Spokane Movers needs to do in any of the violations I've recorded, please feel free to contact me and I will be happy to assist you.

Thank you.

*** 08/20/2009 01:30 PM Email: Shutler, Dennis (UTC) >> 'Jerry Jahn'



I must apologize, I thought we still provided carriers copies of the commission's consumer brochures to hand out to their customers, however, today I was corrected.

Carriers are now required to print off at their leisure as many copies of the brochure as they need.

See below:

WAC 480-15-620

Information household goods carriers must provide to customers.

(1) Carriers must give each customer a copy of the publication, "Your Guide to Moving in Washington State" at the time the carrier gives the customer a written estimate.

(2) The language contained in the publication is prescribed by the commission and may not be changed by the carrier.

(3) The commission will provide carriers the prescribed language but will not provide copies of the publication. Carriers are responsible for making sufficient copies for their needs.

(4) Carriers may access the prescribed language through the commission's web site at HYPERLINK "http://www.utc.wa.gov"www.utc.wa.gov or by contacting the commission at 360-664-1222.

Here is the link to the commission's brochure, please let me know if it does not open for you.

[http://www.wutc.wa.gov/webimage.nsf/web+objects/Consumer%20Protection/\\$file/2009-6%20Household%20Goods%20-%20Consumer%20Guide.pdf](http://www.wutc.wa.gov/webimage.nsf/web+objects/Consumer%20Protection/$file/2009-6%20Household%20Goods%20-%20Consumer%20Guide.pdf)

Please feel free to print off as many copies as you need.

Thank you.

*** 10/07/2009 04:28 PM Action: Anna Gill



Returned customer survey attached.

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

February 4, 2010

Gerald Jahn
d/b/a Spokane Movers
PO Box 19232
Spokane, WA 99219

RE: Data Request

Dear Mr. Jahn:

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

As part of a staff review of your household goods moving company, please send us the following information and documents:

1. For every residential move performed within the state of Washington from September 1, 2009, through October 31, 2009, please provide all 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.
2. A copy of the company's customer complaint and claims register, listing all complaints and claims received from September 1, 2009, through October 31, 2009, and including all documents related to each complaint and claim.

Gerald Jahn d/b/a Spokane Movers
February 4, 2010
Page 2

You are required to furnish the above requested documents to commission staff by no later than 5:00 p.m. on February 18, 2009. Please attach a copy of this letter to the documents for reference.

If you have any questions you may contact Rayne Pearson, Compliance Investigator. Ms. Pearson can be reached at (360) 664-1111 or by email at rpearson@utc.wa.gov.

Sincerely,



David W. Danner
Executive Director and Secretary

APPENDIX C

Spokane Movers

P O Box 19232
Spokane, WA 99219-9232

www.spokanemovers.com

Non Binding Estimate
Supplementary Estimate

Date	9/1/2009
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From: Name / Address / Phone:

Jones, Helen
3617 W. Rockwell
Spokane, WA 99205
509.263.6617

Ship To:

To:
6711 S. Highland Park Drive
Spokane, WA 99223

Driver Signature: *[Signature]* Date: 9-3-09

Move Date: 9-3-09

Description	Qty	Cost	Total
Hours Professional Service Truck #4 w/ 1 Man	6	75.00	450.00
Hours Professional Service 1 Man	6	40.00	240.00
ITEMS INCLUDED IN THIS ESTIMATE			
Filing cabinets			
150 Boxes (miscellaneous office supplies, books, etc.)			
Rearrange furniture at delivery location			
Sales Tax 3210		8.70%	0.00
<p><i>Possibly additional 1-2 hrs depending on access + shuffle</i></p>			
Customer Signature: <i>[Signature]</i> Date: <u>9/3/09</u>			

www.spokanemovers.com	Total	\$690.00
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APPENDIX E

Spokane Movers

P O Box 19232
Spokane, WA 99219-9232

www.spokanemovers.com

Non Binding Estimate

Supplementary Estimate

Date

9/2/2009

From: Name / Address / Phone:

Ship To:

Rettig, Glenda
20207 E. Pheasant Drive
Greenbluff, WA 99016
509.922.9448

To:
3824 S. Lee
Spokane, WA 99203

Driver Signature: *[Signature]* Date: 9/4/09

Move Date: 9/4/09

Description	Qty	Cost	Total
Hours Professional Service Truck #1 w/1 Man	6	75.00	450.00
Hours Professional Service 1 Man	6	40.00	240.00
ITEMS INCLUDED IN THIS ESTIMATE			
Fridge			
3 Sofas			
Reclining sofa			
3 Armoires			
2 Dressers			
Dining table w/8 chairs			
2 King size beds			
Queen size bed			
Full size bed			
Big screen TV			
Coffee table			
5 End tables			
Sales Tax 3210		8.70%	0.00
<div style="border: 1px solid black; border-radius: 50%; padding: 10px; display: inline-block;"> <p style="font-size: 1.2em; margin: 0;">Might TAKE LONGER and COST MORE BR</p> </div>			
Customer Signature: <i>[Signature]</i> Date: <u>9-4-09</u>			
www.spokanemovers.com	Total		\$690.00

Spokane Movers

PO BOX 19232
SPOKANE WA 99219-9232

Phone 509-455-9211
Website: www.spokanemovers.com
WUTC Permit #HG-11890

BILL OF LADING NUMBER 4253
DATE ORDER TAKEN 7/1/09
MOVE DATE 7/4/09

Uniform Household Goods Bill of Lading

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

Rights and Responsibilities Guide (customer must sign this section)
The carrier gave me, or I declined, a copy of the brochure "Your Rights and Responsibilities as a Moving Company Customer"
Signature of customer: [Signature] Phone Number: 509-922-9448

FROM TO
Customer: GLORIA KETTING Customer: SAM
Pick Up Address: 20207 E PHOENIX AVE DR Delivery Address: 3824 S. LEE
City: COCONA RIVER State: WA Zip: 99016 City: SPC. State: WA Zip: 99207

Stops At: _____
Storage-In-Transit At: _____
JOB CODE _____ PICKED UP BY _____
PACKED BY _____ ORDER BOOKED BY _____
DATE TRIP NO. DRIVER EQUIP. NO.
7/4/09 1 DWAYNE ROTH 3

WEIGHT OF SHIPMENT: (Weight Tickets Attached)
Gross Weight _____ Lbs. Weighmaster _____
Tare Weight _____ Lbs. Weighmaster _____
Net Weight _____
Expedited shipment: Moving at weight of _____ pounds
Actual weight is: _____ pounds. Agreed to by customer: _____
Customer's Signature: _____
Exclusive Use: Customer requests exclusive use of vehicle by signing below:
Customer's Signature: _____

TIME RECORD
LABORERS & VAN (Complete start and stop time start below)
REG HOURS @ 115.00 PER HOUR = CHARGES 1150.00
OVERTIME HRS @ _____ PER HOUR = CHARGES _____
Person 1: Start Time 7:30 Stop Time 5:30 Total Hours 10
Person 2: Start Time 7:30 Stop Time 5:30 Total Hours 10
Person 3: Start Time _____ Stop Time _____ Total Hours _____
Person 4: Start Time _____ Stop Time _____ Total Hours _____

Details of packing and packing materials

Description	Quantity	Rate	Amount
Dish pack			
Cartons - Less than 3 cubic feet			
3 cubic feet			
4-1/2 cubic feet			
6 cubic feet			
6-1/2 cubic feet			
Wardrobe cartons			
Mattress cartons - crib			
Mattress cartons - twin			
Mattress cartons - double			
Mattress cartons - queen			
Mattress cartons - king			
Glass containers minimum			
Glass containers _____ cubic feet			
Boxes or crates minimum			
Boxes or crates _____ cubic feet			
Appliance packing materials			
Other:			

ESTIMATES: The customer must initial the option selected:
____ I did not request a written estimate on this shipment and understand I will be required to pay charges shown on this contract.
____ I understand this shipment is moving under a binding estimate and that I will be required to pay the amount shown on that estimate.
____ I understand this shipment is moving under a non-binding estimate.
NOTE: If the charges shown on this bill exceed the charges on the non-binding estimate given me by the carrier, the carrier must release the shipment to me upon payment of no more than 110% of the estimated charges and will extend credit for 30 days in which I must pay the remainder due. In no case will be required to pay more than 115% of the estimate (plus any supplemental estimates) for mileage rated shipments nor more than 125% of the estimate (plus supplements) for hourly rated shipments.

VALUATION: The customer must initial the option selected:
____ **Basic value protection.** I release this shipment to a value of 60 cents per pound per article.
____ **Depreciated Value Protection.** I release this shipment to a value of \$2 per pound times the shipment weight.
or,
____ I declare a lump sum total dollar valuation on this entire shipment of \$ _____ and select the following option:
____ **Replacement Cost Coverage with a \$200 Deductible** (Declared value must be at least \$3.50 times weight of shipment.)

STORAGE: If shipment will be placed in storage, the customer must initial the option selected:
____ This shipment is to be placed in storage for a period of less than 90 days (storage in transit).
____ This shipment is to be placed in storage for more than 90 days (permanent storage).
____ This shipment is to be placed in storage in transit for an unknown period of time. I understand that on the 91st day of storage the shipment becomes permanent storage.

Details transportation, valuation and services provided:

Service:	
Transportation _____ mi. Vtl. _____	
Trans. storage-in-transit shipment	
Warehouse to destination _____ mi.	
Storage-in-transit, 30 days or fraction	
Warehouse handling in/out	
Storage valuation charges	
Extra stops	
Hoisting or piano handling	
Stairs, elevators, long carries	
Transportation valuation charges	
Other:	
Other:	
Total for transportation, valuation, services →	
TOTAL BOTH SECTIONS	
LESS AMOUNT PREPAID	
BALANCE DUE FROM CUSTOMER <u>1,150.00</u>	

All goods were received in good condition, except as noted on this contract or on the inventory form.
Receipt for goods: [Signature] Date: 9/14/09
Delivery receipt: [Signature] Date: _____
Preexisting damage: _____

Spokane Movers

P O Box 19232
Spokane, WA 99219-9232

www.spokanemovers.com

Non Binding Estimate

Supplementary Estimate

Date

9/2/2009

From: Name / Address / Phone:

Ship To:

Pierson, Laurie
24916 E. Maxwell Lane
Liberty Lake, WA 99019
509.979.4822

To:
Storage Solutions
Liberty Lake, WA
21561 E. Rockridge Lane
Liberty Lake, WA 99019

Driver Signature: *[Signature]* Date: 9-9-09

Move Date: 9-9-09

Description	Qty	Cost	Total
Hours Professional Service Truck #1 w/1 Man	4	75.00	300.00
Hours Professional Service 1 Man	4	40.00	160.00
ITEMS INCLUDED IN THIS ESTIMATE			
Sofa			
Queen size bed (tempurpedic)			
Coffee table			
2 End tables			
2 Wing back chairs			
Sideboard			
Full size bed w/hd board			
Washer/dryer			
2 Area rugs			
25 Boxes			
Sales Tax 3210		8.70%	0.00
Additional Items Plus Some Packing and Additional STUP Possibly Additional 2-4 hrs?			
Customer Signature: <i>[Signature]</i> Date: 9-9-09			

www.spokanemovers.com

Total

\$460.00

Spokane Movers

PO BOX 19232
SPOKANE WA 99219-9232

Phone 509-455-8211
Website: www.spokanemovers.com
WUTC Permit #HG-11890

BILL OF LADING NUMBER 4256
DATE ORDER TAKEN 8-27-09
MOVE DATE 9-9-09

Uniform Household Goods Bill of Lading

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

Rights and Responsibilities Guide (customer must sign this section)
The carrier gave me, or I declined, a copy of the brochure "Your Rights and Responsibilities as a Moving Company Customer"
Signature of customer: L. Pluvin Phone Number: 509-979-4822

FROM	TO
Customer: <u>Laurie Peterson</u>	Customer: <u>Same</u>
Pick Up Address: <u>20916 E Maxwell Ln</u>	Delivery Address: <u>21561 E Rockrose Ln</u>
City: <u>Issaquah</u> State: <u>WA</u> Zip: <u>98029</u>	City: <u>Issaquah</u> State: <u>WA</u> Zip: <u>98029</u>
Stops At: <u>Storage Solutions</u>	Storage-in-Transit At:
WEIGHT OF SHIPMENT: (Weight Tickets Attached)	
Gross Weight _____ Lbs. Weighmaster _____	JOB CODE _____ PICKED UP BY _____
Tare Weight _____ Lbs. Weighmaster _____	PACKED BY _____ ORDER BOOKED BY _____
Net Weight _____	DATE <u>9-9-09</u> TRIP NO. <u>578</u> DRIVER <u>Laurie Peterson</u> EQUIP. NO. <u>4</u>

Expedited shipment: Moving at weight of _____ pounds
Actual weight is: _____ pounds. Agreed to by customer: _____
Customer's Signature: L. Pluvin

Exclusive Use: Customer requests exclusive use of vehicle by signing below
Customer's Signature: L. Pluvin

Note: The customer must indicate choices made on the items shown below by initialing the appropriate line.

Payment to be made at the time of delivery by:
 Cash Credit/Debit Card Local Check Other
 Shipper & Carrier agree unpaid charges will incur a \$30.00 late fee.
 Shipper agrees to pay a 1.5% monthly interest charge on balances due.
 If credit arrangements are made, bill to:
 NAME: _____
 ADDRESS: _____

ESTIMATES: The customer must initial the option selected:

I did not request a written estimate on this shipment and understand I will be required to pay charges shown on this contract.
 I understand this shipment is moving under a binding estimate and that I will be required to pay the amount shown on that estimate.
 I understand this shipment is moving under a non-binding estimate.
 NOTE: If the charges shown on this bill exceed the charges on the non-binding estimate given me by the carrier, the carrier must release the shipment to me upon payment of no more than 110% of the estimated charges and will extend credit for 30 days in which I must pay the remainder due. In no case will be required to pay more than 115% of the estimate (plus any supplemental estimates) for mileage rated shipments nor more than 125% of the estimate (plus supplements) for hourly rated shipments.

Description	Quantity	Rate	Amount
Dish pack			
Cartons - Less than 3 cubic feet			
3 cubic feet			
4-1/2 cubic feet			
6 cubic feet			
6-1/2 cubic feet			
Wardrobe cartons			
Mattress cartons - crib			
Mattress cartons - twin			
Mattress cartons - double			
Mattress cartons - queen			
Mattress cartons - king			
Glass containers - minimum			
Glass containers - cubic feet			
Boxes or crates - minimum			
Boxes or crates - cubic feet			
Appliance packing materials			
Other:			
Total packing and materials charges = <u>0</u>			

VALUATION: The customer must initial the option selected:

Basic value protection. I release this shipment to a value of 60 cents per pound per article.
 Depreciated Value Protection. I release this shipment to a value of \$2 per pound times the shipment weight.
 or:
 I declare a lump sum total dollar valuation on this entire shipment of \$ _____ and select the following option:
 Replacement Cost Coverage with a \$200 Deductible (Declared value must be at least \$3.50 times weight of shipment.)

STORAGE: If shipment will be placed in storage, the customer must initial the option selected:

This shipment is to be placed in storage for a period of less than 90 days (storage in transit).
 This shipment is to be placed in storage for more than 90 days (permanent storage).
 This shipment is to be placed in storage in transit for an unknown period of time. I understand that on the 91st day of storage the shipment becomes permanent storage.

Service:	mi. / hr.	Amount
Transportation		
Trans. storage-in-transit shipment		
Warehouse to destination		
Storage-in-transit, 30 days or fraction		
Warehouse handling in/out		
Storage valuation charges		
Extra stops		
Hoisting or plane handling		
Stairs, elevators, long carries		
Transportation valuation charges		
Other:		
Other:		
Total for transportation, valuation, services = <u>0</u>		
TOTAL BOTH SECTIONS <u>718.25</u>		
LESS AMOUNT PREPAID _____		
BALANCE DUE FROM CUSTOMER <u>718.25</u>		

All goods were received in good condition, except as noted on this contract or on the inventory form.

Receipt for goods: L. Pluvin 9-9-09 Date
 Delivery receipt: L. Pluvin Date

Preexisting damage:

Spokane Movers

P O Box 19232
Spokane, WA 99219-9232

www.spokanemovers.com

Non Binding Estimate

Supplementary Estimate

Date

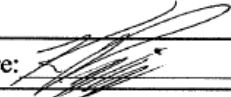
9/10/2009

From: Name / Address / Phone:

Ship To:

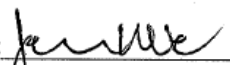
Webb, Jeremy
403 S. Eastern Road
Apt #302
Spokane Valley, WA 99212
509.720.7280

To:
19522 E. Shannon Avenue
Liberty Lake, WA 99019

Driver Signature: 

Date: 09-12-09

Move Date: 09-12-09

Description	Qty	Cost	Total
Hours Professional Service Truck #1 w/1 Man	4	75.00	300.00
Hours Professional Service 1 Man	4	40.00	160.00
ITEMS INCLUDED IN THIS ESTIMATE			
Computer equipment			
50 Boxes			
Sofa			
Recliner			
LCD TV			
Entertainment center			
Shelving unit			
Futon			
Bookshelf			
Desk			
Full size bed			
Sales Tax 3210		8.70%	0.00
<i>ADDITIONAL 2-3 HR PACKING AS WELL</i>			
Customer Signature:  Date: 09/14/09			

www.spokanemovers.com

Total

\$460.00

Spokane Movers

PO BOX 19232
SPOKANE WA 99219-9232

Phone 509-455-8211
Website: www.spokanemovers.com
WUTC Permit #HG-11890

BILL OF LADING NUMBER 4259
DATE ORDER TAKEN 09-10-09
MOVE DATE 09-12-09

Uniform Household Goods Bill of Lading

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

Rights and Responsibilities Guide (customer must sign this section)
The carrier gave me, or I declined, a copy of the brochure "Your Rights and Responsibilities as a Moving Company Customer"
Signature of customer: [Signature] Phone Number: 509-720-7250

Customer: JEREMY WEBB FROM: 403 S EASTERN RD #302 TO: SHANE
Pick Up Address: 403 S EASTERN RD #302 Delivery Address: 19522 E SHANNON AVE
City: SPOKANE State: WA Zip: 99212 City: LIBERTY LAKE State: WA Zip: 99024

Storage-In-Transit At: _____
WEIGHT OF SHIPMENT: (Weight Tickets Attached)
Gross Weight _____ Lbs. Weighmaster _____
Tare Weight _____ Lbs. Weighmaster _____
Net Weight _____
Expedited shipment: Moving at weight of _____ pounds.
Actual weight is _____ pounds. Agreed to by customer: _____
Customer's Signature: _____

Exclusive Use: Customer requests exclusive use of vehicle by signing below:
Customer's Signature: _____
Note: The customer must indicate choices made on the items shown below by initialing the appropriate line.

Payment to be made at the time of delivery by:
 Cash Credit/Debit Card Local Check Other
Shipper & Carrier agree unpaid charges will incur a \$30.00 late fee.
Shipper agrees to pay a 1.5% monthly interest charge on balances due.
If credit arrangements are made, bill to:
NAME: _____
ADDRESS: _____

ESTIMATES: The customer must initial the option selected:
I did not request a written estimate on this shipment and understand I will be required to pay charges shown on this contract.
I understand this shipment is moving under a binding estimate and that I will be required to pay the amount shown on that estimate.
I understand this shipment is moving under a non-binding estimate.
NOTE: If the charges shown on this bill exceed the charges on the non-binding estimate given me by the carrier, the carrier must release the shipment to me upon payment of no more than 110% of the estimated charges and will extend credit for 30 days in which I must pay the remainder due. In no case will be required to pay more than 115% of the estimate (plus any supplemental estimates) for mileage related shipments nor more than 125% of the estimate (plus supplements) for hourly rated shipments.

VALUATION: The customer must initial the option selected:
Basic value protection. I release this shipment to a value of 60 cents per pound per article.
Depreciated Value Protection. I release this shipment to a value of \$2 per pound times the shipment weight.
I declare a lump sum total dollar valuation on this entire shipment of \$ _____ and select the following option:
 Replacement Cost Coverage with a \$300 Deductible (Declared value must be at least \$3.50 times weight of shipment.)

STORAGE: If shipment will be placed in storage, the customer must initial the option selected:
This shipment is to be placed in storage for a period of less than 90 days (storage in transit).
This shipment is to be placed in storage for more than 90 days (permanent storage).
This shipment is to be placed in storage in transit for an unknown period of time; I understand that on the 91st day of storage the shipment becomes permanent storage.

JOB CODE _____ PACKED BY _____
ORDER BOOKED BY _____
DATE _____ TRIP NO. _____ DRIVER _____ EQUIP. NO. _____
09-12-09 1 Kowen Rupp #1

TIME RECORD
LABORERS & VAN (Complete start and stop time chart below)
REG HOURS @ 11.5 PER HOUR = CHARGES 132.50
OVERTIME HRS @ _____ PER HOUR = CHARGES _____

Person 1: Start Time 10:30 AM Stop Time 4:00 PM Total Hours 5.5
Person 2: Start Time 10:30 AM Stop Time 4:00 PM Total Hours 5.5
Person 3: Start Time _____ Stop Time _____ Total Hours _____
Person 4: Start Time _____ Stop Time _____ Total Hours _____

Details of packing and packing materials

Description	Quantity	Rate	Amount
Dish pack	7	2.50	42.50
Cartons - Less than 3 cubic feet	17	1.25	21.25
3 cubic feet			
4-1/2 cubic feet			
6 cubic feet			
8-1/2 cubic feet			
Wardrobe cartons			
Mattress cartons - crib			
Mattress cartons - twin			
Mattress cartons - double			
Mattress cartons - queen			
Mattress cartons - king			
Glass containers - minimum			
Glass containers - cubic feet			
Boxes or crates - minimum			
Boxes or crates - cubic feet			
Appliance packing materials	5/65	1.50	7.50
Other: TAX	1	.68	6.18
Total packing and materials charges →			77.18

Details transportation, valuation and services provided:

Service:	
Transportation _____ mi. WA _____	
Trans. storage-in-transit shipment	
Warehouse to destination: _____ mi.	
Storage-in-transit, 30 days or fraction	
Warehouse handling in/out	
Storage valuation charges	
Extra stops	
Hoisting or piano handling	
Stairs, elevators, long carries	
Transportation valuation charges	
Other:	
Other:	
Total for transportation, valuation, services →	
TOTAL BOTH SECTIONS	709.68
LESS AMOUNT PREPAID	0
BALANCE DUE FROM CUSTOMER	709.68
TIP 100	809.68

All goods were received in good condition, except as noted on this contract or on the inventory form.
Receipt for goods: [Signature] Date: 09-12-09
Delivery receipt: [Signature] Date: 09-12-09

Preexisting damage: _____

Spokane Movers

P O Box 19232
Spokane, WA 99219-9232

www.spokanemovers.com

Non Binding Estimate
 Supplementary Estimate

Date

8/24/2009

From: Name / Address / Phone:

Ruthstrom, Susan
4907 N. Vincent
Newman Lake, WA 99025
509.990.6364

Ship To:

To:
4124 S. Scott Street
Spokane, WA 99203

Driver Signature: *[Signature]* Date: 9-18-09

Move Date: 9-18-09

Description	Qty	Cost	Total
Hours Professional Service Truck #1 w/1 Man	4	75.00	300.00
Hours Professional Service 1 Man	4	40.00	160.00
ITEMS INCLUDED IN THIS ESTIMATE			
Sofa			
3 Dressers			
Freezer			
Armoire			
Sales Tax 3210		8.70%	0.00
<i>Additional Items, And Shuttling Furniture. Additional 4-6 hrs?</i>			
Customer Signature: <i>[Signature]</i> Date: <u>9/18/09</u>			

www.spokanemovers.com

Total

\$460.00



SPOKANE MOVERS
 PO Box 19232
 Spokane, WA 99219
 HG 11890 Tel: (509) 456-8516

No. Order **6788**

Pack _____
 Load _____
 Del _____
 Sales _____
 Coord _____
 Job Code _____

Uniform Household Goods Bill of Lading

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

From		To	
Customer	SUSAN RUTHSTROM	Customer	SUSAN RUTHSTROM
Address	4707 N. VINCENT	Address	4124 S. SCOTT ST
City/State/Zip	NEWHALE LAKE, WA 99025	City/State/Zip	SPOKANE, WA 99205
H/Phone	Cell 990.6364	H/Phone	Cell 790.6364
W/Phone	Fax	W/Phone	Fax
email		email	
Add'l Pickup		Extra-Stop	
Billing Address		Other	

Hourly Rated Moves										
Day	Vans	Personnel	Start	Arrive	Breaks	Depart	End	Total hrs	Rate	Charges
9/18/09	4	B.P.E.B.	7:00	8:10		12:50	1:00	2:5	9/15 ^{HR}	632.50

Storage

If shipment will be placed into storage, the customer must initial option selected.

_____ Shipment is to be placed in storage for a period of 90 days or less (Storage-in-Transit). I understand that on the 91st day of storage the shipment becomes permanent storage.

_____ The storage location will be _____

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

_____ I certify that I have requested Storage-In-Vehicle for a period of _____ days at an agreed upon rate of \$ _____ per day.

Storage in Transit		Cuft	Rate
Trans to/from Warehouse	lbs at	Cwt	
Storage per month	lbs at	Cwt	
Warehouse Handling in/out	lbs at	Cwt	
Add'l Valuation \$	of	per \$100	
Permanent Storage		Cuft	Rate
Labor	of	per hour	
Storage per month	lbs at	Cwt	
Warehouse Handling in/out	lbs at	Cwt	
Add'l Valuation \$	of	per \$100	
Pickup/Load Vaults	of	per vault	
Oversized Items	of	ea	
Storage	months	per month	
Delivery of Vaults			

Mileage Rated Moves

Actual Shipment Weight (lbs)	at	Net	Chg
Billed Shipment Weight			Cwt
Long Carry			Cwt
Stairs/Elevator			ea
Extra pickup/del			ea
Piano/Organ Carry			per hour
Overtime Labor			
Mileage			ea
Other			

Materials, Additional Services

Dishpacs	of	per unit
Less than 3.0 cuft ctns	of	per unit
3.0 cuft ctns	of	per unit
4.5 cuft ctns	of	per unit
6.0 cuft ctns	of	per unit
Wardrobe ctns	of	per unit
Cub matt carton/cover	of	per unit
Single matt carton/cover	of	per unit
Double matt carton/cover	of	per unit
Queen matt carton/cover	of	per unit
King matt carton/cover	of	per unit
King bar ctn	of	per unit
Mirror ctn	of	per unit
Lamp Carton	of	per unit
Plasma TV Carton	of	per unit
Crates cuft	of	per unit
Appliances	of	per unit
Add'l Labor	of	per hour
Ferry or Bridge Toll	of	

Declarations (Customer must initial preferences)

LOSS AND DAMAGE PROTECTION (Valuation): The customer must select and initial only one of the following options:

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

_____ **Replacement Cost Coverage with Deductible** which includes a \$300 deductible paid by me. This option will cost \$ _____, the value I declare must be of least \$5.00 times the net weight of the shipment.

_____ **Replacement Cost Coverage with no Deductible** of a cost of \$ _____, the value I declare must be of least \$5.00 times net weight of the shipment.

Estimate: The customer must initial option selected

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

_____ I understand this shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on the non-binding estimate given me by the carrier, the carrier must release the shipment to me upon payment of no more than 110% of the estimated charges and will extend credit for at least 30 days in which I must pay the remainder due. In no case will I be required to pay more than 125% of the estimate (plus any supplements) for mileage rated shipment, or more than 125% of the estimate plus supplements for hourly rated shipments.

I declare a lump sum total dollar valuation of this entire shipment at \$ _____

I have read and understand this contract thoroughly, and release my goods to the carrier subject to the terms and conditions above.

Susan Ruthstrom 9/18/09
 Release of Goods/Customer Date

Paul R. P... 9-18-09
 Receipt for Goods/Driver Date

Subtotal Moving, Packing, Materials, Storage Charges _____

Additional Valuation _____
 Fuel Surcharge _____ % **N/A**
Total Relocation Charges _____
 Total Amount Paid _____

Balance Due **632.50**

Method of Payment:

Cash Check CC

Comments _____

All goods were received in good condition, except as noted on this contract or on the inventory form.

Susan Ruthstrom 9/18/09
 Receipt for Goods/Customer Date

Spokane Movers

P O Box 19232
Spokane, WA 99219-9232

www.spokanemovers.com

Non Binding Estimate

Supplementary Estimate

Date

9/25/2009

From: Name / Address / Phone:

Ship To:

Richard Luna
4033 E 5th
Spokane WA 99202
509 701 0430

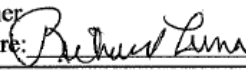
TO
3613 E 21st 99223

Driver Signature:  Date: 09-25-09

Move Date: 09-25-09

Description	Qty	Cost	Total
Hours Professional Service Truck #1 w/1 Man	6	75.00	450.00
Hours Professional Service 1 Man	6	40.00	240.00
" " " (1 MAN)	6	40.00	240.00
ITEMS TO BE INCLUDED IN THIS ESTIMATE			
DINNING TABLE WITH GLASS TOP			
4 DINNING TABLE CHAIRS			
3 BUFFET			
SIDE BY SIDE FRIDGE			
DINNING TABLE WITH 4 CHAIRS			
DESK			
SAFE			
2 CHAIRS			
2 COFFEE TABLES			
FRIDGE			
BENCH			
END TABLE			
100 BOXES			
Sales Tax 3210			
		8.70%	0.00

*DOUBLE EST
FOR EXTRA ITEMS & PACKING
2 LOADS*

Customer Signature:  Date: Sept 25-09

www.spokanemovers.com

Total

930
~~5690.00~~



SPOKANE MOVERS
 PO Box 19232
 Spokane, WA 99219
 HG 11890 Tel: (509) 458-8516

No Order **6800**
 Pack 09-25-09
 Load 09-25-09
 Del 09-25-09
 Sales 09-21-09
 Coord DBEE
 Job Code _____

Uniform Household Goods Bill of Lading

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

From	To
Customer <u>RICHARD LUNA</u>	Customer <u>SAME</u>
Address <u>4033 E 5th</u>	Address <u>3613 E 21st</u>
City/State/Zip <u>SPOKANE, WA, 99202</u>	City/State/Zip <u>SPOKANE, WA, 99223</u>
H/Phone _____ Cell _____	H/Phone _____ Cell _____
W/Phone _____ Pager _____	W/Phone _____ Pager _____
email _____	email _____
Advt'l Pickup _____	Extra-Stop _____
Billing Address _____	Other _____

Day	Vans	Personnel	Start	Arrive	Breaks	Depart	End	Total Hrs	Rate	Charges
09-25-09	1	ODIE MO	8:30am	8:45am	.5	9:15am	2:30pm	12	155	1860

Storage **Mileage Rated Moves**

Shipment will be placed into storage. The customer must initial option selected.

Shipment is to be placed in storage for a period of 90 days or less (Storage-in-Transit). I understand that on the 91st day of storage the shipment becomes permanent storage.

The storage location will be _____

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

I certify that I have requested Storage-in-Vehicle for a period of _____ days at an agreed upon rate of \$ _____ per day.

Storage in Transit	Cuff	Net
Trans In/From Warehouse	lbs of _____ Cwt _____	_____ Chg _____
Storage per month	lbs of _____ Cwt _____	_____ Cwt _____
Wheel Handling In/Out	lbs of _____ Cwt _____	_____ Cwt _____
Add'l Valuation \$	of _____ per \$100	_____ Cwt _____
Permanent Storage	Cuff _____	_____ Cwt _____
Labor	of _____ per hour	_____ Cwt _____
Storage per month	lbs of _____ Cwt _____	_____ Cwt _____
Wheel Handling In/Out	lbs of _____ Cwt _____	_____ Cwt _____
Add'l Valuation \$	of _____ per \$100	_____ Cwt _____
Pickup/Load Vaults	of _____ per vault	_____ Cwt _____
Oversized Items	of _____ ea	_____ Cwt _____
Storage	months _____ per month	_____ Cwt _____
Delivery of Vaults	_____	_____ Cwt _____

Materials, Additional Services

Dishpacs	at _____ per unit
Less than 3.0 cuft ctns	at _____ per unit
3.0 cuft ctns	at _____ per unit
4.5 cuft ctns	at _____ per unit
6.0 cuft ctns	at _____ per unit
Wardrobe ctns	at _____ per unit
Car mat carton/cover	at _____ per unit
Single mat carton/cover	at _____ per unit
Double mat carton/cover	at _____ per unit
Queen mat carton/cover	at _____ per unit
King mat carton/cover	at _____ per unit
King box ctn	at _____ per unit
Minor ctn	at _____ per unit
Lamp Carton	at _____ per unit
Plasma TV Carton	at _____ per unit
Crate/cuft	at _____ per unit
Appliances	at _____ per unit
Add'l Labor	at _____ per hour
Ferry or Bridge Toll	at _____ per hour

Declarations (Customer must initial preferences)

LOSS AND DAMAGE PROTECTION (Valuation): The customer must select and initial only one of the following options:
Basic Value Protection: I release this shipment to a value of 60 cents per pound per article, at no cost to me. This means I will be paid 60 cents per pound for the net weight of the lost or damaged item, regardless of the actual value of the item.
 Replacement Cost Coverage with Deductible: which includes a \$300 deductible paid by me. This option will cost \$ _____ The value I declare must be at least \$5.00 times the net weight of the shipment.
 Replacement Cost Coverage with no Deductible: at a cost of \$ _____ The value I declare must be at least \$5.00 times net weight of the shipment.

Estimate: The customer must initial option selected

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

I understand this shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on the non-binding estimate given me by the carrier, the carrier must release the shipment to me upon payment of no more than 110% of the estimated charges and will extend credit for at least 30 days in which I must pay the remainder due. In no case will I be required to pay more than 125% of the estimate (plus any supplements) for mileage rated shipment, or more than 125% of the estimate plus supplements for hourly rated shipments.

I declare a lump sum total dollar valuation of this entire shipment at \$ _____

I have read and understand this contract thoroughly, and release my goods to the carrier subject to the terms and conditions above.

Released to Goods/Customer Richard Luna Sep 25 09 Date
 Receipt for Goods/Driver _____ Date 09-25-09
 All goods were received in good condition, except as noted on this contract or on the inventory form.
 Receipt for Goods/Customer Richard L. Luna Sep 25-09 Date



SPOKANE MOVERS
 PO Box 19232
 Spokane, WA 99219
 HG 11890 Tel: (509) 456-8516

Order 10-19-09
 Pack _____
 Load 10-19-09
 Del 10-19-09
 Sales Cathy
 Coord Cathy
 Job Code _____

ESTIMATED COSTS FOR SERVICES

From		To	
Customer <u>JANICE CSEH</u>	Customer <u>SAHE</u>	Address <u>1077 E 14TH AVE</u>	Address _____
Address <u>1103 E 29TH AVE</u>	City/State/Zip <u>Spokane WA 99203</u>	City/State/Zip <u>Spokane WA</u>	City/State/Zip _____
H/Phone _____	Cell <u>475 7921</u>	H/Phone _____	Cell <u>475 7921</u>
W/Phone _____	email _____	W/Phone _____	email _____

PACKING DATE	AGREED PICK-UP DATE	AGREED DELIVERY PERIOD	PAYMENT
EARLIEST	LATEST	EARLIEST	LATEST
_____	_____	_____	_____

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

IMPORTANT NOTICE: A non-binding estimate covers only the articles and services listed. It is not a warranty or representation that the actual charges will not exceed the amount of the estimate. If you request additional services to complete the move or add articles to the inventory attached to this estimate, the household goods mover must prepare a supplemental estimate which will change the amount of the original estimate. Household goods carriers are required by law to collect transportation and other incidental charges computed on the basis of rates shown in their lawfully published tariffs, except as provided below:

(1) A household goods carrier may not charge more than twenty-five percent above its written non-binding estimate for time charges for a local hourly rated move nor can the household goods carrier charge more than twenty-five percent above the written non-binding estimate for accessorial and other services not related to time, unless the household goods carrier prepares and you sign a supplemental estimate.

(2) A household goods carrier may not charge more than twenty-five percent above your written non-binding estimate for a long distance-rated move unless the household goods carrier prepares and you sign a supplemental estimate.

<p>Your Guide to Moving in Washington State The carrier gave me a copy of the brochure "Your Guide to Moving in Washington State".</p> <p>_____ SIGNATURE OF CUSTOMER</p> <p>Valuation <u>Basic Valuation:</u> Releases the shipment to a value of \$50 per pound per article. <u>Replacement Cost Coverage (\$300 Deductible):</u> Releases the shipment to a value of \$5.00 per pound times the shipment wt. at a rate of \$ _____ per \$100 of declared value. <u>Replacement Cost Coverage/No Deductible:</u> Releases the shipment to a value of \$5.00 per pound times the shipment wt. at a rate of \$ _____ per \$100 of declared value.</p> <p>Estimates: This shipment is moving under a binding estimate. This means the shipment is moving under a guaranteed price. The carrier will not charge more than the estimated charges without preparing a supplemental estimate. This shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on this estimate, the carrier must release the shipment upon payment of no more than 110% of the estimated charges and will extend credit for at least 30 days at which time the remainder is due. Interest and late payment fees may apply. In no case will I be required to pay more than 125% of the estimate plus supplements.</p>	<p>ESTIMATED COSTS OF SERVICES</p> <p>HOURLY RATED SHIPMENTS (55 miles or less) Est. <u>1</u> hours for <u>1</u> van and <u>2</u> men @ <u>115⁰⁰</u> per hour \$ <u>115⁰⁰</u> OVERTIME: _____ personnel, _____ hours @ \$ _____ per hour \$ _____</p> <p>MILEAGE RATED SHIPMENTS (56 miles or more) _____ Miles _____ pounds @ _____ per pound \$ _____</p> <p>BRIDGE OR FERRY TOLLS (Estimated) \$ _____</p> <p>VALUATION CHARGES (choose one) 90 cents per pound per article \$ <u>No Charge</u> Replacement cost, with deductibles \$ _____ at _____ per \$100 declared value \$ _____ Replacement cost, with no deductibles \$ _____ at _____ per \$100 declared value \$ _____</p> <p>STORAGE _____ pounds, @ \$ _____ per 100 pounds, for each 30 days or fraction \$ _____ Warehouse Handling _____ pounds @ \$ _____ per 100 pounds \$ _____ Valuation \$ _____ @ _____ per \$100 declared value \$ _____</p> <p>OTHER SERVICES Extra pickup, delivery or stop in transit at _____ \$ _____ Servicing of appliances _____ \$ _____ Piano/organ carry _____ \$ _____ Bulky articles _____ \$ _____ Long carry _____ \$ _____ Stairs/Elevator _____ \$ _____ Other _____ \$ _____ Other _____ \$ _____ Containers (see below) _____ \$ _____ Packing/Unpacking (see below) _____ \$ _____</p>
---	---

IMPORTANT NOTICE: If this a binding estimate, it is a representation of the actual charges which will apply on the shipment. If you change the conditions of the shipment (request additional services, add items to be shipped, etc.), the household goods carrier must prepare a Supplemental Estimate which will change the amount of the estimated costs of shipment.

TOTAL ESTIMATED CHARGES \$ 115⁰⁰
 TOTAL AMOUNT OF BINDING ESTIMATE \$ _____

REMARKS:
 Intermediate Stop (if any)
MAY TAKE LONGER COST MORE
A

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

DESCRIPTION	CONTAINERS			PACKING		
	QUAN	RATE	AMOUNT	QUAN	RATE	AMOUNT
DISH PACK						
CARTONS LESS THAN 3 CU. FT.						
3 CU. FT.						
4 1/2 CU. FT.						
6 CU. FT.						
WARDROBE CARTONS						
MATTRESS CARTON/COVER CRIB						
MATTRESS CARTON/COVER TWIN						
MATTRESS CARTON/COVER DOUBLE						
MATTRESS CARTON/COVER QUEEN						
MATTRESS CARTON/COVER KING BOX						
MATTRESS CARTON/COVER KING						
MIRROR CARTONS						
LAMP CARTON						
PLASMA TV CARTON						
CRATES AND CONTAINERS _____ CU. FT.						
CRATES AND CONTAINERS MIN						
TOTAL						

Signing below acknowledges receipt of an estimate of the charges for your move. Only the items listed are included in the cost. Any additional items or services will result in additional costs.

ESTIMATOR'S SIGNATURE _____ DATE 10/19/09 CUSTOMER'S SIGNATURE JULIE DATE 10/19/09



SPOKANE MOVERS
 PO Box 19232
 Spokane, WA 99219
 HG 11890 Tel: (509) 456-8516

No. Order **6837**
 Rack
 Load **10/19/09**
 Del **10/19/09**
 Sales **00157**
 Coord **DR**
 Job Code

Uniform Household Goods Bill of Lading

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

From	To
Customer JENNIFER ASEH	Customer SAME
Address 1103 E. 29TH	Address 1022 E. 14TH AVE.
City/State/Zip SPO. WA. 99203	City/State/Zip SPO. WA. 99203
H/Phone 475-7921 Cell _____	H/Phone 475-7921 Cell _____
W/Phone _____ Pager _____	W/Phone _____ Pager _____
email _____	email _____
Add'l Pickup _____	Extra-Stop _____
Billing Address _____	Other _____

Day	Vans	Personnel	Start	Arrive	Breaks	Depart	End	Total Hrs	Rate	Charges
Mon	2	DR	12:15				2:00	1.75	115.00	201.25
		01	12:15				2:00	1.75		

Storage **Initial shipment will be placed into storage. The customer must initial option selected.**

<input type="checkbox"/> Shipment is to be placed in storage for a period of 90 days or less (Storage-in-Transit). I understand that on the 91st day of storage the shipment becomes permanent storage.	<input type="checkbox"/> The storage location will be _____
<input type="checkbox"/> Shipment is to be placed in storage for more than 90 days.	<input type="checkbox"/> I certify that I have requested Storage-In-Vehicle for a period of _____ days at an agreed upon rate of \$ _____ per day.
Storage in Transit	Cwt _____
Trans to/from Warehouse _____	Lbs of _____ Cwt _____
Storage per month _____	Lbs of _____ Cwt _____
Warehouse Handling in/out _____	Lbs of _____ Cwt _____
Add'l Valuation \$ _____	of _____ per \$100
Permanent Storage	Cwt _____
Labor _____	of _____ per hour
Storage per month _____	Lbs of _____ Cwt _____
Warehouse Handling in/out _____	Lbs of _____ Cwt _____
Add'l Valuation \$ _____	of _____ per \$100
Pickup/Load Vaults _____	of _____ per vault
Oversized Items _____	of _____ ea
Storage _____	months _____ per month
Delivery of Vaults _____	

Mileage Rated Moves

Actual Shipment Weight(lbs)	at _____	Net _____
Billed Shipment Weight _____	at _____	Chg _____
Long Carry _____	at _____	Cwt _____
Stairs/Elevator _____	at _____	Cwt _____
Extra pickup/del _____	at _____	ea _____
Piano/Organ Carry _____	at _____	ea _____
Overtime Labor _____	at _____	per hour _____
Mileage _____		
Other _____	at _____	ea _____

Materials, Additional Services

Dishpacs _____	at _____	per unit _____
Less than 3.0 cwt ctns _____	at _____	per unit _____
3.0 cwt ctns _____	at _____	per unit _____
4.5 cwt ctns _____	at _____	per unit _____
6.0 cwt ctns _____	at _____	per unit _____
Wardrobe ctns _____	at _____	per unit _____
Clt mat carton/cover _____	at _____	per unit _____
Single matt carton/cover _____	at _____	per unit _____
Double matt carton/cover _____	at _____	per unit _____
Queen matt carton/cover _____	at _____	per unit _____
King matt carton/cover _____	at _____	per unit _____
King bar ctn _____	at _____	per unit _____
Mirror ctn _____	at _____	per unit _____
Lamp Carton _____	at _____	per unit _____
Plasma TV Carton _____	at _____	per unit _____
Crates cwt _____	at _____	per unit _____
Appliances _____	at _____	per unit _____
Add'l Labor _____	at _____	per hour _____
Ferry or Barge Tol _____	at _____	

Declarations (Customer must initial preferences)

LOSS AND DAMAGE PROTECTION (Valuation): The customer must select and initial only one of the following options:

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

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

Replacement Cost Coverage with no Deductible at a cost of \$ _____. The value I declare must be at least \$5.00 times net weight of the shipment.

Estimates: The customer must initial option selected

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

I understand this shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on the non-binding estimate given me by the carrier, the carrier must release the shipment to me upon payment of no more than 110% of the estimated charges and will extend credit for at least 30 days in which I must pay the remainder due. In no case will I be required to pay more than 125% of the estimate (plus any supplements) for mileage rated shipment, or more than 125% of the estimate plus supplements for hourly-rated shipments.

I declare a lump sum total dollar valuation of this entire shipment at \$ _____

Subtotal Moving, Packing, Materials, Storage Charges _____
Additional Valuation _____
Fuel Surcharge _____ %
Total Relocation Charges _____
Total Amount Paid 201.25
Balance Due _____

Method of Payment:

Cash Check # **3331**

Comments _____

I have read and understand this contract thoroughly, and release my goods to the carrier subject to the terms and conditions above.

Released by Customer **J. Aseh** Date **10/19/09**

Receipt for Goods/Driver **D. Voults** Date **10/19/09**

ORIGINAL BILL OF LADING

All goods were received in good condition, except as noted on this contract or on the inventory form.

Receipt for Goods/Customer **J. Aseh** Date **10/19/09**

APPENDIX F

SPOKANE MOVERS

PO BOX 19232
SPOKANE WA 99219-9232

Phone 509-455-8211
Website: www.spokanemovers.com
WUTC Permit #HG-11890

BILL OF LADING NUMBER 4252
DATE ORDER TAKEN 8-31-07
MOVE DATE 9-7-07

Uniform Household Goods Bill of Lading

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

Rights and Responsibilities Guide (customer must sign this section)

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

Signature of customer: Helen M Jones Phone Number: 509 363-1617

FROM TO

Customer: Helen Jones Customer: Same

Pick Up Address: 3617 W Rockwell Delivery Address: 3617 S Hillside park drive

City: Spokane State: WA Zip: 99205 City: Spokane State: WA Zip: 99224

Stops At: _____ Storage-In-Transit At: _____

WEIGHT OF SHIPMENT: (Weight Tickets Attached)

Gross Weight _____ Lbs. Weighmaster _____

Tare Weight _____ Lbs. Weighmaster _____

Net Weight _____

Expedited shipment: Moving at weight of _____ pounds

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

Customer's Signature: Helen M Jones

TIME RECORD

LABORERS & VAN (Complete start and stop time chart below)

RES HOURS 4.5 PER HOUR + CHARGES 517.50

OVERTIME HRS @ _____ PER HOUR + CHARGES _____

Person 1: Start Time 7:30 Stop Time 12:00 Total Hours 4.5

Person 2: Start Time 7:30 Stop Time 12:00 Total Hours 4.5

Person 3: Start Time _____ Stop Time _____ Total Hours _____

Person 4: Start Time _____ Stop Time _____ Total Hours _____

Details of packing and packing materials

Description	Quantity	Rate	Amount
Dish pack			
Cartons - Less than 3 cubic feet			
3 cubic feet			
4-1/2 cubic feet			
6 cubic feet			
6-1/2 cubic feet			
Wardrobe cartons			
Wardrobe cartons - crib			
Wardrobe cartons - twin			
Wardrobe cartons - double			
Wardrobe cartons - queen			
Wardrobe cartons - king			
Glass containers - minimum			
Glass containers - cubic feet			
Boxes or crates - minimum			
Boxes or crates - cubic feet			
Appliance packing materials			
Other:			

ESTIMATES: The customer must initial the option selected:

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

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

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

NOTE: If the charges shown on this bill exceed the charges on the non-binding estimate given me by the carrier, the carrier must release the shipment to me upon payment of no more than 110% of the estimated charges and will extend credit for 30 days in which I must pay the remainder due. In no case will be required to pay more than 115% of the estimate (plus any supplemental estimates) for mileage rated shipments nor more than 125% of the estimate (plus supplements) for hourly rated shipments.

VALUATION: The customer must initial the option selected:

Basic value protection. I release this shipment to a value of 60 cents per pound per article.

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

or,

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

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

STORAGE: If shipment will be placed in storage, the customer must initial the option selected:

This shipment is to be placed in storage for a period of less than 90 days (storage in transit).

This shipment is to be placed in storage for more than 90 days (permanent storage).

This shipment is to be placed in storage in transit for an unknown period of time. I understand that on the 91st day of storage the shipment becomes permanent storage.

Total for transportation, valuation, services 517.50

TOTAL BOTH SECTIONS 517.50

LESS AMOUNT PREPAID _____

BALANCE DUE FROM CUSTOMER 517.50

Tip 50
Total 567.50

Receipt for goods: Bob K... 9-3-07 Driver's signature Date

Delivery receipt: Helen M Jones 9/3/07 Customer's signature Date

Preexisting damage: _____

APPENDIX G



SPOKANE MOVERS
 PO Box 19232
 Spokane, WA 99219
 HQ 11890 Tel: (509) 456-8516

No. Order **6833**

Pack _____
 Load 10-19-09
 Del 10-19-09
 Sales ad
 Coord Brian
 Job Code _____

Uniform Household Goods Bill of Lading

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

From	To
Customer <u>Vern McCall</u>	Customer <u>Sara</u>
Address <u>1637 N West Point Rd</u>	Address <u>302 N Foothills</u>
City/State/Zip <u>Spokane WA 99201</u>	City/State/Zip <u>Spokane WA 99201</u>
H/Phone _____ Cell _____	H/Phone _____ Cell _____
W/Phone _____ Pager _____	W/Phone _____ Pager _____
email _____	email _____
Add'l Pickup _____	Extra-Stop _____
Billing Address _____	Other _____

Day	Vans	Personnel	Start	Arrive	Breaks	Depart	Eqd	Total Hrs	Rate	Charges
10-19-09	1	BP, PS	1830				150	4.0	115	460

Storage		Mileage Rated Moves	
If shipment will be placed into storage, the customer must initial option selected.			
<input type="checkbox"/> Shipment is to be placed in storage for a period of 90 days or less (Storage-In-Transit). I understand that on the 91st day of storage the shipment becomes permanent storage.			
<input type="checkbox"/> The storage location will be _____			
<input type="checkbox"/> Shipment is to be placed in storage for more than 90 days.			
<input type="checkbox"/> I certify that I have requested Storage-In-Vehicle for a period of _____ days at an agreed upon rate of \$ _____ per day.			
Storage In Transit	Cuff _____	Actual Shipment Weight(lbs)	Net _____
Trans to/from Warehouse	lbs at _____ Cwt _____	Billed Shipment Weight	_____ at _____ Cwt _____
Storage per month	lbs at _____ Cwt _____	Long Carry	_____ at _____ Cwt _____
Warehouse Handling In/Out	lbs at _____ Cwt _____	Stairs/Elevator	_____ at _____ Cwt _____
Add'l Valuation \$	_____ at _____ per \$100	Extra pickup/del	_____ at _____ ea _____
Permanent Storage	Cuff _____	Plans/Crigan Carry	_____ at _____ ea _____
Labor	_____ at _____ per hour	Overtime Labor	_____ at _____ per hour
Storage per month	lbs at _____ Cwt _____	Mileage	_____ at _____ ea _____
Warehouse Handling In/Out	lbs at _____ Cwt _____	Other	_____ at _____ ea _____
Add'l Valuation \$	_____ at _____ per \$100	Materials, Additional Services	
Pickup/Load Vaults	_____ at _____ per vault	Dishpacs	_____ at _____ per unit
Oversized Items	_____ at _____ ea _____	less than 3.0 cuft ctns	_____ at _____ per unit
Storage	_____ months _____ per month	3.0 cuft ctns	_____ at _____ per unit
Delivery of Vaults	_____ at _____ per month	4.5 cuft ctns	_____ at _____ per unit
Declarations (Customer must initial preferences)			
<input type="checkbox"/> LOSS AND DAMAGE PROTECTION (Valuation): The customer must select and initial only one of the following options:			
<input checked="" type="checkbox"/> Basic Value Protection: I release this shipment to a value of 60 cents per pound per article, of no cost to me. This means I will be paid 60 cents per pound for the net weight of the lost or damaged item, regardless of the actual value of the item.			
<input type="checkbox"/> Replacement Cost Coverage with Deductible: which includes a \$300 deductible paid by me. This option will cost \$ _____. The value I declare must be of least \$5.00 times the net weight of the shipment.			
<input type="checkbox"/> Replacement Cost Coverage with no Deductible: of a cost of \$ _____. The value I declare must be of least \$5.00 times net weight of the shipment.			
<input type="checkbox"/> Estimate: The customer must initial option selected			
<input checked="" type="checkbox"/> I understand this shipment is moving under a binding estimate and that I will be required to pay the amount shown on the estimate.			
<input type="checkbox"/> I understand this shipment is moving under a non-binding estimate. If life charges shown on the bill of lading exceed the charges on the non-binding estimate given me by the carrier, the carrier must release the shipment to me upon payment of no more than 110% of the estimated charges and will extend credit for at least 30 days in which I must pay the remainder due. In no case will I be required to pay more than 125% of the estimate (plus any supplements) for mileage rated shipment, or more than 125% of the estimate plus supplements for hourly rated shipments.			
<input type="checkbox"/> I declare a lump sum total dollar valuation of this entire shipment at \$ _____			

Subtotal Moving, Packing, Materials, Storage Charges	_____
Additional Valuation	_____
Fuel Surcharge _____ %	_____
Total Relocation Charges	460
Total Amount Paid	_____
Balance Due	_____

Method of Payment:

Cash Check CC

Comments _____

I have read and understand this contract thoroughly, and release my goods to the carrier subject to the terms and conditions above.

Release of Goods/Customer: Vern McCall 10-19-09 Date

Receipt for Goods/Driver: [Signature] 10-19-09 Date

Receipt for Goods/Customer: Sara 10-19-09 Date

ORIGINAL BILL OF LADING

All goods were received in good condition, except as noted on this contract or on the inventory form.

APPENDIX H

Start Times, Stop Times and Interruptions

- The bill of lading for Rettig on September 4 shows the employees worked a total of 10 hours without recording any break or meal times.
- The bill of lading for Pierson on September 9 shows the employees worked a total of 6.25 hours without recording any break or meal times.
- The bill of lading for Webb on September 12 shows the employees worked a total of 5.5 hours without recording any break or meal times.
- The bill of lading for Thornton on September 14 shows the employees worked a total of 5.5 hours without recording any break or meal times.
- The bill of lading for Ruthstrom on September 18 shows the employees worked a total of 5.5 hours without recording any break or meal times.
- The bill of lading for Rettig on September 18 shows the employees worked a total of 8.5 hours without recording any break or meal times.
- The bill of lading for Johnson on September 18 shows the employees worked a total of 7 hours without recording any break or meal times.
- The bill of lading for Ames on September 23 shows the employees worked at total of 5.5 hours without recording any break or meal times.
- The bill of lading for Luna on September 25 shows the employees worked a total of 12 hours with a 30 minute meal time recorded; however, the customer was charged for the meal period.
- The bill of lading for Crouse on September 28 shows the employees worked a total of 6.75 hours without recording any break or meal times.
- The bill of lading for Vanskike on September 28 shows the employees worked a total of 6 hours without recording any break or meal times.
- The bill of lading for Squire on October 5 shows the employees worked a total of 5.25 hours without recording any break or meal times.
- The bill of lading for Johnstone on October 9 shows the employees worked at total of 10.75 hours without recording any break or meal times.
- The bill of lading for Neal on October 17 shows the employees worked a total of 5.75 hours without recording any break or meal times.
- The bill of lading for Askegard on October 18 shows the employees worked a total of 5.5 hours without recording any break or meal times.
- The bill of lading for Crick on October 20 shows the employees worked a total of 6.5 hours without recording any break or meal times.
- The bill of lading for Pearson on October 23 shows the employees worked a total of 6 hours without recording any break or meal times.
- The bill of lading for Tutt on October 26 shows the employees worked a total of 8.5 hours without recording any break or meal times.
- The bill of lading for Smith on October 29 shows the employees worked a total of 6.5 hours without recording any break or meal times.
- The bill of lading for Teberg on October 30 shows the employees worked 5.25 hours without recording any break or meal times.
- The bill of lading for Brewer on October 31 shows the employees worked 7.5 hours without recording any break or meal times.