



# Investigation Report

## Eric Stewart d/b/a Ironman Moving Services

Docket TV-120268

Rayne Pearson  
Compliance Investigations  
July 2012

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## **PURPOSE, SCOPE AND AUTHORITY**

### **Purpose**

The purpose of this investigation is to determine whether Eric Stewart d/b/a Ironman Moving Services (Ironman Moving) has corrected violations of commission rules identified in a 2011 staff investigation report that provided the company with comprehensive technical assistance.

### **Scope**

The scope of the investigation focuses on the intrastate transportation of household goods in Washington by Ironman Moving for the months of April through July 2011, and the company's compliance with state laws and commission rules during that period.

### **Authority**

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

### **Staff**

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## EXECUTIVE SUMMARY

In January 2011, Compliance Investigations staff conducted an investigation into the business practices of Ironman Moving as part of a routine review of permitted carriers. In the investigation report, staff cited multiple violations of Washington Administrative Code (WAC) 480-15 and Tariff 15-C, as follows:

- Failure to supply an estimate to each customer prior to moving household goods in violation of WAC 480-15-630.
- Failure to use a proper estimate format and failure to accurately complete its estimate forms in violation of WAC 480-15-630 and Tariff 15-C, Item 85.
- Failure to use a proper bill of lading format, including contract terms and conditions, in violation of WAC 480-15-710 and Tariff 15-C.
- Failure to properly complete bills of lading in violation of WAC 480-15-710 and Tariff 15-C.
- Use of unauthorized trade names in violation of WAC 480-15-390(1).
- Advertising in violation of WAC 480-15-610.
- Failure to follow the terms, conditions, rates, and all other requirements imposed by Tariff 15-C in violation of WAC 480-15-490(3).

Staff recommended that Ironman Moving attend commission-conducted rule and tariff training in Olympia. Staff also recommended that Ironman Moving closely review the 2011 investigation report because it provided valuable technical assistance in each of the areas that needed improvement. Staff did not recommend penalties at that time.

The 2011 investigation required a follow-up investigation in one year.

A copy of the 2011 Investigation Report is attached as Appendix A.

### **2012 Investigation**

Staff reviewed 39 moves conducted by Ironman Moving between the months of April and July 2011, and found that Ironman Moving continues to be in violation of commission rules and Household Goods Tariff 15-C in all but one of the areas cited in the 2011 investigation report, as follows:

- Failure to use a proper estimate format and failure to accurately complete its estimate forms in violation of WAC 480-15-630 and Tariff 15-C, Item 85.
- Failure to use a proper bill of lading format, including contract terms and conditions, in violation of WAC 480-15-710 and Tariff 15-C.
- Failure to properly complete bills of lading in violation of WAC 480-15-710 and Tariff 15-C.
- Use of an unauthorized trade name in violation of WAC 480-15-390.
- Advertising in violation of WAC 480-15-610.
- Failure to follow the terms, conditions, rates, and all other requirements imposed by Tariff 15-C in violation of WAC 480-15-490.

## **Recommendation**

For repeat and continuing violations identified in the 2011 investigation report, staff recommends a total penalty of \$2,300 for the following violations:

- \$100 for failure to respond to the commission's data request by the date directed in violation of RCW 81.04.380.
- \$100 for failure to provide a cube sheet inventory in violation of WAC 480-15-630 and Tariff 15-C, Item 85(2)(g).
- \$100 for failure to include a space on the estimate for the customer's signature and the date signed in violation of WAC 480-15-630 and Tariff 15-C, Item 85(2)(s).
- \$100 for failure to include a space on the estimate for the customer to sign or initial that the customer received the brochure "Your Guide to Moving in Washington State" in violation of WAC 480-15-630 and Tariff 15-C, Item 85(2)(c).
- \$100 for failure to include a section on the estimate for recording third-party or accessorial services and associated charges in violation of WAC 480-15-630 and Tariff 15-C, Item 85(2)(l).
- \$100 for failure to obtain the customer's signature on each of the 39 estimates reviewed in violation of WAC 480-15-630 and Tariff 15-C, Item 85(2)(s).
- \$100 for failure to obtain the customer's initials next to the chosen valuation option on each of the 39 estimates reviewed in violation of WAC 480-15-630 and Tariff 15-C, Item 85(2)(m).
- \$100 for failure to include a section on the bill of lading for declaring the length of time and location at which the customer wishes property to be stored in violation of WAC 480-15-710 and Tariff 15-C, Item 95(1)(g).
- \$100 for failure to include a section on the bill of lading to indicate whether the associated estimate is binding or non-binding in violation of WAC 480-15-710 and Tariff 15-C, Item 95(1)(h).
- \$100 for failure to include a statement on the bill of lading that the carrier must release the shipment to a customer upon payment of no more than 110 percent of the estimated charges when the carrier uses a non-binding estimate in violation of WAC 480-15-710 and Tariff 15-C, Item 95(1)(i).
- \$100 for failure to include an explanation of the valuation options on the bill of lading in violation of WAC 480-15-710 and Tariff 15-C, Item 95(1)(k).
- \$100 for failure to include the amount and type of every charge assessed as a separate line item on the bill of lading in violation of WAC 480-15-710 and Tariff 15-C, Item 95(1)(n).
- \$100 for failure to include contract terms and conditions on the bill of lading in violation of WAC 480-15-710 and Tariff 15-C, Item 95(2).
- \$100 for failure to obtain the customer's initials next to the chosen valuation option on the bill of lading in violation of WAC 480-15-710 and Tariff 15-C, Item 95(1)(k).
- \$100 for use of an unauthorized trade name on the company's estimate form, bill of lading, and website, in violation of WAC 480-15-390.

- \$100 for failure to include the company's commission-issued permit number in violation of WAC 480-15-610(1).
- \$100 for failure to use the company's trade name as recorded at the commission in the company's URL (web address) in violation of WAC 480-15-610(1).
- \$100 for failure to use the company's trade name as recorded at the commission on the website itself.
- \$100 for failure to include the company's physical address on the company's website in violation of WAC 480-15-610(1).
- \$100 for displaying the video clip that advertises "free use of moving boxes" on the company's website in violation of WAC 480-15-610(6).
- \$100 for failure to bill the required minimum hours for weekend moves in violation of WAC 480-15-490 and Tariff 15-C, Item 230.
- \$100 for improperly recording time in increments of one, five, and ten minutes, in violation of WAC 480-15-490 and Tariff 15-C, Item 230.
- \$100 for engaging in a "box loaning program" in violation of WAC 480-15-490 and Tariff 15-C, Item 225.

Staff recommends that Ironman Moving implement the changes outlined in this report immediately, and submit both a written compliance plan and copies of its modified forms to staff for review.

## **BACKGROUND**

### **Company History**

Ironman Moving was granted temporary authority on January 10, 2002. On March 13, 2002, the company was granted permanent authority in Docket No. MV-151457.

Eric Stewart d/b/a Ironman Moving Services is a sole proprietorship governed by Eric and Susan Stewart. The company's business address is 4215A Britton Road, Bellingham, Washington 98226.

### **Company Information**

Since 2002, when Ironman Moving was granted permanent operating authority, there has been one consumer complaint filed against the company.

On July 9, 2002, the company's permit was suspended for failure to maintain required insurance in Docket No. MV-152205. Proof of insurance was received on July 29, 2002, and the company's permit was reinstated.

Further suspensions under Docket No. TV-030971 occurred as follows:

- November 7, 2003: suspended for failure to maintain required insurance; reinstated November 10, 2003.
- July 7, 2004: suspended for failure to maintain required insurance; reinstated July 23, 2004.
- December 28, 2004: suspended for failure to maintain required insurance; reinstated January 6, 2005.

On June 13, 2006, Ironman Moving was assessed a \$100 penalty in Docket No. TV-060980 for failure to timely file an annual report for 2005. The company filed its report on September 22, 2006.

On June 20, 2007, Ironman Moving was assessed a \$200 penalty in Docket No. TV-071267 for a repeat failure to timely file an annual report for 2006. The company filed its report on July 18, 2007.

On June 19, 2008, Ironman Moving was assessed a \$300 penalty in Docket No. TV-081103 for a repeat failure to timely file an annual report for 2007. The company filed its report November 18, 2009.

On June 11, 2010, Ironman Moving was assessed a \$100 penalty in Docket No. TV-101009 for failure to timely file an annual report for 2009. The company filed its report on December 1, 2010.

On July 12, 2011, Ironman Moving was assessed a \$200 penalty in Docket TV-111139 for failure to timely file an annual report for 2010. The company filed its report on June 22, 2011.

Revenue for Ironman Moving as reflected in its most recent annual reports filed with the commission is as follows:

Reporting Year	Date Filed	Revenue
2008	May 19, 2009	\$83,700.42
2009	December 1, 2010	\$206,920.77
2010	June 22, 2011	\$204,318.00

### **2011 Investigation**

In 2011, staff conducted an investigation into the business practices of Ironman Moving based on a routine review of permitted carriers. Staff cited 244 violations of commission rules and Tariff 15-C, as follows:

- 101 violations of WAC 480-15-630 for failing to issue an estimate to each customer prior to performing a household goods move.
- Two (2) violations of WAC 480-15-630 and Tariff 15-C, Item 85, for failure to use a proper estimate format and failure to accurately complete estimate forms.
- 103 violations of WAC 480-15-710(3) and Tariff 15-C, Item 95, for failure to use a proper bill of lading format, including contract terms and conditions.
- 11 violations of 480-15-710(3) and Tariff 15-C, Item 95, for failure to properly complete bills of lading.
- One (1) violation of WAC 480-15-390(1) for advertising under an unauthorized trade name.
- Four (4) violations of WAC 480-15-610 for failure to include a commission issued permit number, failure to use the company's trade name as recorded at the commission, failure to include a physical address, and advertising free boxes on the company's website.
- 22 violations of WAC 480-15-490 for failing to follow the rates, terms and conditions imposed by Tariff 15-C; specifically, recording time in increments not authorized by Item 225, operating a "box" loaning program, and collecting sales tax.

Staff did not recommend penalties in connection with the 2011 investigation. Consistent with commission policy, staff provided Ironman Moving with extensive technical assistance in order to give the company an opportunity to come into compliance, as well as put the company on notice that future violations would result in enforcement action, including penalties.

### **Consumer Complaint 113279**

Eric Stewart d/b/a Ironman Moving Services 2012 Investigation Report



On March 5, 2012, a consumer filed a complaint with the commission against Ironman Moving (complaint 113279). At the conclusion of the complaint investigation, staff cited 52 rule violations and provided technical assistance for each, as follows:

WAC 480-15-890(1)	<b>3 violations:</b> Failure to respond to commission staff regarding a customer's complaint in a timely manner.
WAC 480-15-630	<b>1 violation:</b> Failure to issue an estimate to the customer containing all of the elements required by the commission-published tariff based on a visual inspection of the customer's goods prior to the move.
WAC 480-15-630(7) / Tariff 15-C, Item 85(2)(a)	<b>1 violation:</b> Failure to list the company's fax number upon the company's estimate sheet.
WAC 480-15-630(7) / Tariff 15-C, Item 85(2)(c)	<b>1 violation:</b> Failure 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.
WAC 480-15-630(7) / Tariff 15-C, Item 85(2)(g)	<b>1 violation:</b> Failure 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.
WAC 480-15-630(7) / Tariff 15-C, Item 85(2)(l)	<b>1 violation:</b> Failure to include a section for recording any third-party or accessorial services to be provided upon the company's estimate sheet.
WAC 480-15-630(7) / Tariff 15-C, Item 85(2)(m)	<b>1 violation:</b> Failure to include a complete valuation section for charges for loss or damage protection coverage (valuation) upon the company's estimate sheet.
WAC 480-15-630(7) / Tariff 15-C, Item 85(2)(q)(ii, iii, and iv)	<b>1 violation:</b> Failure to list the correct terms and conditions upon the company's estimate sheet regarding the release of shipment and payment.
WAC 480-15-630(7) / Tariff 15-C, Item 85(2)(r)	<b>1 violation:</b> Failure to list the forms of payment the carrier will accept, including any terms or conditions that apply to the method of payment, such as interest rates charged for credit plans on the estimate sheet.
WAC 480-15-630(7) / Tariff 15-C, Item 85(2)(s)	<b>1 violation:</b> Failure to include a space for the customer's signature and the date signed on the estimate sheet.
WAC 480-15-710(3) / Tariff 15-C, Item 95(1)	<b>3 violations:</b> Failure to ensure the company representative (1) signed and (2) dated, and the customer (3) dated the bill of lading.
WAC 480-15-710(3) / Tariff 15-C, Item 95(1)(a)	<b>4 violations:</b> Failure to list (1) the company's website ( <a href="http://www.ironmanmoversbellingham.com">www.ironmanmoversbellingham.com</a> ), (2) fax number, (3) household goods permit number, and (4) correct address on the bill of lading
WAC 480-15-710(3) / Tariff 15-C, Item 95(1)(g)	<b>1 violation:</b> Failure to include a section on the bill of lading for declaring the length of time and location at which the customer wishes property to be stored.
WAC 480-15-710(3) / Tariff 15-C, Item 95(1)(h)	<b>1 violation:</b> Failure to include a section on the bill of lading to indicate whether the associated estimate is binding or non-binding.
WAC 480-15-710(3) / Tariff 15-C, Item 95(1)(i)	<b>1 violation:</b> Failure to include a statement on the bill of lading on the bill of lading that the carrier must release the shipment to a customer on payment of no more than 110 percent of the estimated charges when the carrier uses a non-binding estimate.
WAC 480-15-710(3) / Tariff 15-C, Item 95(1)(k)	<b>1 violation:</b> Failure to list the correct valuation language on the bill of lading.
WAC 480-15-710(3) / Tariff 15-C, Item 95(1)(m)	<b>1 violation:</b> Failure to record the on the bill of lading the time the carrier leaves the terminal and the time it returns to the terminal or is released to another carrier.
WAC 480-15-710(3) / Tariff 15-C, Item 95(1)(n)	<b>4 violations:</b> Failure to include on the bill of lading the amount and type of every charge assessed as a separate line item.
WAC 480-15-710(3) / Tariff	<b>1 violation:</b> Failure to include contract terms and conditions on the back of the bill of

15-C, Item 95(2)	lading.
WAC 480-15-800(2)	<b>1 violation:</b> Use of impermissible language on the bill of lading, as follows: "It is the sole responsibility of the shipper at the time of loading and delivery to acknowledge in writing on the bill of lading and/or the "Household Goods Inventory" any property damage to residence at origin or destination. Otherwise, Iron Man Movers & Storage, Inc. will not be responsible for any damages." And, above the signature section, "No damage to items or residence."
WAC 480-15-490(3) / Tariff 15-C, Item 225	<b>1 violation:</b> Use of impermissible language on the bill of lading regarding a "box loaning program." The language on the company's bill of lading reads as follows: "If you are using our box loaning program, boxes must be returned to Iron Man Movers emptied, flattened, and in good condition within 10 days of your move in order to receive your deposit back. Allow one to two weeks for the boxes to be inventoried and the refund processed."
WAC 480-15-490(3) / Tariff 15-C, Item 225	<b>2 violations:</b> Unauthorized charges listed on the bill of lading. Item 225 sets forth the allowable rates for boxes and other packing materials. It does not include (1) tape or (2) paper. You are not allowed to bill customers for materials not expressly authorized by Tariff 15-C.
WAC 480-15-490(3) / Tariff 15-C, Item 230(7)	<b>1 violation:</b> Listing an unauthorized "two hour minimum charge" on bill of lading.
WAC 480-15-490(3) / Tariff 15-C, Item 230(2)	<b>1 violation:</b> Failure to accurately bill travel time.
WAC 480-15-390(1)	<b>2 violations:</b> Use of non-permitted trade names, (1) "IronMan Movers" and (2) "Iron Man Movers & Storage, Inc." on the bill of lading and your website.
WAC 480-15-610(1)	<b>5 violations:</b> (1) Failure to include your commission-issued permit number on your business card. (2) Failure to include your physical address on file with the commission in your advertisement. (3) Advertising under a non-permitted trade name.
WAC 480-15-610(6)	<b>1 violation:</b> Advertising services or rates that conflict with those in the tariff.
WAC 480-15-610(2)	<b>1 violation:</b> False or misleading advertising. Your ad states that you have been in business for 18 years. Ironman Moving Services has held a permit with the commission to transport household goods for 10 years, not 18.
WAC 480-15-800(1)	<b>1 violation:</b> Failure to provide the customer with all information and forms necessary to file a complaint or claim.
WAC 480-15-810(1)	<b>2 violations:</b> Failure to notify the customer, in writing, within 10 business days that it has received the claim or complaint and (2) advise the customer of the availability of the commission for further review by providing the commission's toll-free number and mailing address.
WAC 480-15-810(3)	<b>1 violation:</b> Failure to advise the customer of the resolution of the complaint or claim in writing.
WAC 480-15-810(4)	<b>1 violation:</b> Failure to pay the claim, refuse the claim, or make a compromise offer to the customer within 90 days.
WAC 480-15-810(4)(a)	<b>2 violations:</b> The company must, (1) for each thirty-day period thereafter until the claim is settled, inform the customer, in writing, of the reason it failed to resolve the claim or clearly state its final offer or denial and close the claim and (2) advise the customer of the availability of the commission for further review by providing the commission's toll-free number and mailing address.
WAC 480-15-810(4)(b)	<b>1 violation:</b> Failure to maintain a copy of the written correspondence required in (a) of this sub-section in the complaint or claim file for three years.

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A copy of complaint 113279 and copies of the forms associated with the complaint are attached as Appendix B.

**2012 Investigation**

Staff initiated this investigation into the business practices of Ironman Moving as a follow-up to the 2011 investigation.

## INVESTIGATION

### Data Request

On February 29, 2012, staff requested the following records and information from Ironman Moving:

1. For every residential move performed within the state of Washington from April 1, 2011, through July 31, 2011, 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 April 1, 2011, through July 31, 2011, and including all documents related to each complaint and claim.

A copy of the data request is attached as Appendix C.

Staff directed Ironman Moving to respond by March 7, 2012. After several follow-up requests, a response was received on April 6, 2012. Ironman Moving did not provide a copy of the company's customer complaint and damage claims register.

Staff used the documents and information furnished from this data request to conduct its investigation of the company's business practices. Of the 50 moves reviewed, 11 were non-jurisdictional (e.g. commercial or in-home). Each of the 39 moves reviewed were local, or hourly-rated.

### Findings

RCW 81.04.380 requires permitted household goods carriers to comply with every direction or requirement made by the commission or face penalties of up to \$1,000 per violation per day for each day the company fails to comply. The company's failure to respond to the commission's data request in a timely manner violated RCW 81.04.380.

RCW 480-15-830 requires household goods carriers to retain customer complaints and claims for a period of three years from the date the complaint or claim is resolved. Ironman Moving failed to produce a copy of its complaint and claims register in violation of WAC 480-15-830.

### Recommendation

**Penalty:** In connection with the 2011 investigation, staff issued a data request that required a response from Ironman Moving by September 6, 2010. A response was received October 14, 2010. The company's response was 37 days late. Because Ironman Moving's failure to respond to the 2012 data request in a timely manner constitutes a repeat violation, staff recommends a reduced penalty of \$100 for one violation of RCW 81.04.380. Staff

recommends a reduced penalty and cited one violation for the violation category because this is the first penalty the company has received for this particular violation.

**General:** Ironman Moving must keep a complaint and claims register on file for three years from the date the complaint or claim was resolved. Staff considers this investigation as the company's technical assistance regarding retention of complaint and claims records. If future violations are found, staff will recommend penalties or take other enforcement action.

## ESTIMATES – FORMAT AND COMPLETION

### Investigation

WAC 480-15-630 requires a household goods company to issue an estimate prior to every move, and requires that the estimate include all of the elements listed in Tariff 15-C, Item 85. Estimates are intended to protect consumers from deceptive practices and hidden charges. For example, requiring carriers to provide the brochure “Your Guide to Moving in Washington State” ensures that consumers are aware of their rights and are able to make informed decisions related to their move.

### 2011 Investigation

In the 2011 investigation, Ironman Moving provided estimates in connection with only two of the 103 moves reviewed. Those forms did not include the following information, as required by rule and tariff:

- The company’s email address, as required by Tariff 15-C, Item 85(2)(a).
- A cube sheet inventory, as required by Tariff 15-C, Item 85(2)(g).
- A space for the customer’s signature and the date signed, as required by Tariff 15-C, Item 85(2)(s).
- A space for the customer to sign or initial that the customer received the brochure “Your Guide to Moving in Washington State,” as required by Tariff 15-C, Item 85(2)(c).
- A section for recording third-party or accessorial services and associated charges, as required by Tariff 15-C, Item 85(2)(l).
- A complete valuation section for charges for loss or damage protection coverage. While valuation options are listed, explanations for each option are not provided as required by Tariff 15-C, Item 85(2)(m).
- Information required for nonbinding estimates regarding release of shipment and payment, as required by Tariff 15-C, Item 85(2)(p)(q).
- A section indicating the forms of payment the carrier will accept, as required by Tariff 15-C, Item 85(2)(r).

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

- On each of the estimates reviewed, the company failed to obtain the customer’s initials next to the chosen valuation option in violation of Tariff 15-C, Item 85(2)(m).
- On each of the estimates reviewed, the company failed to obtain the customer’s signature in violation of Tariff 15-C, Item 82(s).

### 2012 Investigation

For each of the 39 moves reviewed, staff found repeat and continuing violations on the company’s estimate form, as follows:

- Failure to provide a cube sheet inventory in violation of Tariff 15-C, Item 85(2)(g).
- Failure to include a space for the customer's signature and the date signed in violation of Tariff 15-C, Item 85(2)(s).
- Failure to include a space for the customer to sign or initial that the customer received the brochure "Your Guide to Moving in Washington State" in violation of Tariff 15-C, Item 85(2)(c).
- Failure to include a section for recording third-party or accessorial services and associated charges in violation of Tariff 15-C, Item 85(2)(l).

Staff also found the following new violations:

- Failure to include a section for recording overtime charges in violation of Tariff 15-C, Item 85(2)(k).
- Failure to include a section for recording storage charges in violation of Tariff 15-C, Item 85(2)(n).
- Failure to include a section for recording container and packing charges in violation of Tariff 15-C, Item 85(2)(o).

A copy of the estimate form used by Ironman Movers is attached as Appendix D.

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

- On each of the 39 estimates reviewed, the company failed to obtain the customer's signature in violation of Tariff 15-C, Item 85(2)(s).
- On each of the 39 estimates reviewed, the company failed to obtain the customer's initials next to the chosen valuation option in violation of Tariff 15-C, Item 85(2)(m).

Staff also found the following new violation:

- On each of the 39 estimates reviewed, the company failed to obtain the customer's initials next to the customer's choice of a binding or nonbinding estimate Tariff 15-C, Item 85(2)(p)(q).

### **Findings**

For each of the moves reviewed, Ironman Moving failed to use a proper estimate format and failed to properly complete its estimate forms in repeat and continuing violation of WAC 480-15-630 and Tariff 15-C, Item 85.

### **Recommendation**

**Penalty:** Staff recommends a \$100 penalty for each of the following repeat and continuing violations of WAC 480-15-630, for a total penalty of \$600:

- \$100 for failure to provide a cube sheet inventory in violation of Tariff 15-C, Item 85(2)(g).
- \$100 for failure to include a space for the customer's signature and the date signed in violation of Tariff 15-C, Item 85(2)(s).
- \$100 for failure to include a space for the customer to sign or initial that the customer received the brochure "Your Guide to Moving in Washington State" in violation of Tariff 15-C, Item 85(2)(c).
- \$100 for failure to include a section for recording third-party or accessorial services and associated charges in violation of Tariff 15-C, Item 85(2)(l).
- \$100 for failure to obtain the customer's signature on each of the 39 estimates reviewed in violation of Tariff 15-C, Item 85(2)(s).
- \$100 for failure to obtain the customer's initials next to the chosen valuation on each of the 39 estimates reviewed in violation of Tariff 15-C, Item 85(2)(m).

Because Ironman Moving received technical assistance in each of these areas as a result of the 2011 investigation, staff believes penalties are warranted. Staff cited one violation for each violation category (rather than 39 separate violations, which represents one violation for each estimate, or 273 violations, which represents seven violations per estimate for each of the 39 estimates) because these are the first penalties the company has received for these particular violations. Future violations of these requirements will result in escalated penalties or other enforcement action.

**General:** Ironman Moving must provide a properly formatted and properly completed estimate to each customer prior to moving the customer's goods. The company must obtain the customer's initials next to the customer's choice of a binding or nonbinding estimate, and must include sections for recording overtime, storage, container, and packing charges. Staff considers this investigation as the company's technical assistance regarding these estimate format and completion issues. If future violations are found, staff will recommend penalties or take other enforcement action.



## BILLS OF LADING – FORMAT AND COMPLETION

### Investigation

WAC 480-15-710(3) requires a household goods company to issue a properly completed bill of lading for every move that includes all of the requirements listed in Tariff 15-C, Item 95. The bill of lading provides an itemized overview of all of the charges related to a given move, and explains when and how a carrier is required release a shipment and extend credit. The back of the bill of lading discloses specific language regarding the terms and conditions of the contract. All of this information is required to ensure that consumers are aware of their rights and obligations under the law.

### 2011 Investigation

In the 2011 investigation, staff found that the bill of lading form used by Ironman Moving for the 103 moves performed during the review period violated the requirements of Tariff 15-C, Item 95, as follows:

- Failure to include the company's household goods permit number in violation of Item 95(1)(a).
- Failure to include the company's website in violation of Item 95(1)(a).
- Failure to include the company's email address in violation of Item 95(1)(a).
- Failure to include a section for declaring the length of time and location at which the customer wishes property to be stored in violation of Item 95(1)(g).
- Failure to include a section to indicate whether the associated estimate is binding or non-binding in violation of Item 95(1)(h).
- Failure to include a statement that the carrier must release the shipment to a customer upon payment of no more than 110 percent of the estimated charges when the carrier uses a non-binding estimate in violation of Item 95(1)(i).
- Failure to include an explanation of the valuation options in violation of Item 95(1)(k).
- Failure to record the time the carrier leaves the terminal and the time it returns to the terminal or is released to another customer in violation of Item 95(1)(m).
- Failure to include the amount and type of every charge assessed as a separate line item in violation of Item 95(1)(n). The company recorded an hourly rate for each move, but provided no information regarding how that rate was calculated (i.e. number of personnel and number of vehicles used). Staff, therefore, has no way of determining whether the company's rates comply with Tariff 15-C.
- Failure to include contract terms and conditions on the back of the bill of lading in violation of Item 95(2).

Additionally, staff found that Ironman Moving failed to properly complete 11 of its bills of lading as required by WAC 480-15-710(3) and Tariff 15-C, Item 95, as follows:

- For three customers, failure to record the exact address of the origin of the move, as required by Item 95(1)(d).

- For nine customers, failure to record the exact address of the destination of the move as required by Item 95(1)(e).
- For one customer, failure to obtain the customer's valuation selection, as required by Item 95(1)(k).
- For one customer, failure to record the start, stop, and any interruption times, as required by Item 95(1)(m).

## **2012 Investigation**

For each of the 39 moves reviewed, Ironman Moving failed to use a proper bill of lading format and failed to properly complete its bills of lading in repeat and continuing violation of WAC 480-15-710 and Tariff 15-C, Item 95, as follows:

- Failure to include a section for declaring the length of time and location at which the customer wishes property to be stored in violation of Tariff 15-C, Item 95(1)(g).
- Failure to include a section to indicate whether the associated estimate is binding or non-binding in violation of Tariff 15-C, Item 95(1)(h).
- Failure to include a statement that the carrier must release the shipment to a customer upon payment of no more than 110 percent of the estimated charges when the carrier uses a non-binding estimate in violation of Tariff 15-C, Item 95(1)(i).
- Failure to include an explanation of the valuation options in violation of Tariff 15-C, Item 95(1)(k).
- Failure to include the amount and type of every charge assessed as a separate line item in violation of Tariff 15-C, Item 95(1)(n). The company recorded an hourly rate for each move, but provided no information regarding how that rate was calculated (i.e. number of personnel and number of vehicles used). Staff, therefore, has no way of determining whether the company's rates comply with Tariff 15-C.
- Failure to include contract terms and conditions in violation of Tariff 15-C, Item 95(2).
- Failure to obtain the customer's initials next to the chosen valuation option in violation of Tariff 15-C, Item 95(1)(k).

Staff also found new violations in the following areas:

- The bill of lading form used by Ironman Moving for each of the 39 moves reviewed now includes the language "2 hour minimum" in the rate section, in violation of WAC 480-15-490(3) and Tariff 15-C, Item 230.
- The bill of lading form used by Ironman Moving for each of the 39 moves reviewed now includes the language "no damage to items or residence" above the customer's signature in violation of WAC 480-15-800, which allows consumers nine months from the date of the move to file a damage claim.

A copy of the bill of lading form used by Ironman Moving is attached as Appendix E.

Eric Stewart d/b/a Ironman Moving Services 2012 Investigation Report

## **Findings**

**Repeat Violations:** Ironman Moving issued improper bills of lading and failed to obtain the customers' initials next to the chosen valuation option for each of the 39 moves reviewed in repeat and continuing violation of WAC 480-15-710(3) and Tariff 15-C, Item 95.

## **Recommendation**

**Penalty:** Staff recommends a \$100 penalty for each of the following repeat and continuing violations of WAC 480-15-710(3), for a total penalty of \$700:

- \$100 for failure to include a section for declaring the length of time and location at which the customer wishes property to be stored in violation of Tariff 15-C, Item 95(1)(g).
- \$100 for failure to include a section to indicate whether the associated estimate is binding or non-binding in violation of Tariff 15-C, Item 95(1)(h).
- \$100 for failure to include a statement that the carrier must release the shipment to a customer upon payment of no more than 110 percent of the estimated charges when the carrier uses a non-binding estimate in violation of Tariff 15-C, Item 95(1)(i).
- \$100 for failure to include an explanation of the valuation options in violation of Tariff 15-C, Item 95(1)(k).
- \$100 for failure to include the amount and type of every charge assessed as a separate line item in violation of Tariff 15-C, Item 95(1)(n). The company recorded an hourly rate for each move, but provided no information regarding how that rate was calculated (i.e. number of personnel and number of vehicles used). Staff, therefore, has no way of determining whether the company's rates comply with Tariff 15-C.
- \$100 for failure to include contract terms and conditions in violation of Tariff 15-C, Item 95(2).
- \$100 for failure to obtain the customer's initials next to the chosen valuation option in violation of Tariff 15-C, Item 95(1)(k).

Because Ironman Moving received technical assistance in each of these areas as a result of the 2011 investigation, staff believes a penalty is warranted. Staff cited one violation for each violation category (rather than 39 separate violations, which represents one violation for each bill of lading, or 312 violations, which represents eight violations per bill of lading for each of the 39 bills of lading) because these are the first penalties the company has received for these particular violations. Future violations will result in escalated penalties or other enforcement action.

**General:** Ironman Moving must provide a properly formatted and properly completed bill of lading to each customer. The company must remove the language "2 hour minimum" and "no damage to items or residence" from its form. Staff strongly urges Ironman Moving to use the commission-approved bill of lading form, which can be found on the commission's website at [www.utc.wa.gov/mover](http://www.utc.wa.gov/mover). Staff considers this investigation as the company's

technical assistance regarding these bill of lading format issues. If future violations are found, staff will recommend penalties or take other enforcement action.

## USE OF PERMITTED TRADE NAME

WAC 480-15-390(1) provides that all carriers “must conduct operations under the exact name shown on its household goods permit. If a carrier does business under a trade or assumed name, that name must also appear on the permit.”

Eric Stewart d/b/a Ironman Moving Services is the only name under which Ironman Moving is permitted to operate. The company may use the name in its entirety, or the permitted d/b/a of “Ironman Moving Services.” The company has not registered any other trade names with the commission.

### **2011 Investigation**

In the 2011 investigation, staff found that on each of the two estimates issued by the company during the review period, the name “Ironman Movers” appears at the top of the form.

Staff also found that on each of the 103 bills of lading issued by the company during the review period, the name “Iron Man Movers & Storage, Inc.” appears at the top of form.

Additionally, the company’s website, [www.ironmanmoversbellingham.com](http://www.ironmanmoversbellingham.com), displays the company’s name as “IronMan Movers.”

Staff found that Ironman Moving was in violation of WAC 480-15-390(1) for using the non-registered trade names “Ironman Movers” and “Iron Man Movers & Storage, Inc.” on its estimates and bills of lading, respectively.

### **2012 Investigation**

Each of the 39 estimates reviewed displays the names “Ironman Movers & Storage, Inc.” and “IronMan Movers.”

Each of the 39 bills of lading reviewed displays the name “Iron Man Moving & Storage, Inc.”

The company’s website, [www.ironmanmoversbellingham.com](http://www.ironmanmoversbellingham.com), still displays the company’s name as “IronMan Movers.”

### **Findings**

Despite receiving technical assistance in connection with the 2011 investigation, Ironman Moving continues to operate using unauthorized trade names in repeat and continuing violation of WAC 480-15-390(1) on its estimates, bills of lading, and website.

**Recommendation**

Staff recommends a \$100 penalty for the company's use of an unauthorized trade name on its estimates, bills of lading, website, in repeat and continuing violation of WAC 480-15-390(1).

Because Ironman Moving received technical assistance in each of these areas as a result of the 2011 investigation, staff believes a penalty is warranted. Future violations will result in escalated penalties or other enforcement action.

## ADVERTISEMENTS

WAC 480-15-610(1) provides that “Carriers must include the commission-issued permit number, name or trade name as recorded at the commission, physical address and telephone number in any advertising for household goods moving services.” WAC 480-15-610(6) provides that “Carriers may not advertise services or rates and charges that conflict with those in the tariff.”

### 2011 Investigation

Staff found that Ironman Moving’s website, [www.ironmanmoversbellingham.com](http://www.ironmanmoversbellingham.com), contained the following violations of WAC 480-15-610:

- Failure to include the company’s commission-issued permit number
- Failure to use the company’s trade name as recorded at the commission, both in the company’s URL (web address) and on the website itself
- Failure to include the company’s physical address
- A video clip that advertises “free use of moving boxes”

### 2012 Investigation

In connection with the 2012 investigation, staff reviewed Ironman Moving’s website to determine whether corrections to the violations cited in the 2011 investigation report had been corrected. Staff found that no changes have been made to the company’s website.

See Appendix F for a screenshot of the company’s website as of May 28, 2012.

### Findings

Ironman Moving’s website is in repeat and continuing violation of WAC 480-15-610 for failing to include the company’s household goods permit number, failing to use the company’s trade name as recorded at the commission, failing to include the company’s physical address, and advertising rates that conflict with Tariff 15-C.

### Recommendation

Staff recommends a total penalty of \$500, for each of the following repeat and continuing violations:

- \$100 for failure to include the company’s commission-issued permit number in violation of WAC 480-15-610(1).
- \$100 for failure to use the company’s trade name as recorded at the commission in the company’s URL (web address) in violation of WAC 480-15-610(1).
- \$100 for failure to use the company’s trade name as recorded at the commission and on the website itself.
- \$100 for failure to include the company’s physical address in violation of WAC 480-15-610(1).
- \$100 for displaying a video clip that advertises “free use of moving boxes” in violation of WAC 480-15-610(6).

Because Ironman Moving received technical assistance in each of these areas as a result of the 2011 investigation, staff believes a penalty is warranted. Future violations of these requirements will result in escalated penalties or other enforcement action.



## TARIFF RATES AND CHARGES

WAC 480-15-490 requires a household goods company to bill charges according to the tariff. Tariff 15-C, Item 230(7) requires minimum charges for hourly rated moves, including a minimum of one hour for moves performed Monday through Friday between 8:00 a.m. and 5:00 p.m., and four hours for moves performed on a Saturday or Sunday at the customer's request. Additionally, Tariff 15-C, Item 230(2) requires that time is recorded to the nearest increment of 15 minutes.

### **2011 Investigation**

In the 2011 investigation, staff found that Ironman Moving failed to bill the required minimum hours for 22 of the 103 moves performed during the review period.

Staff also found that Ironman Moving billed 52 customers in increments of ten minutes, and 22 customers in increments of five minutes. Both of those practices violated WAC 480-15-490 and Tariff 15-C, Item 230(2).

Additionally, staff found that Ironman Movers engaged in a "box loaning program," which allowed customers to rent boxes by paying a deposit that was fully refunded when the boxes were returned. Tariff 15-C, Item 225 sets charges for containers, and does not permit carriers to rent or loan containers.

Finally, staff found that Ironman Moving charged each of its customers 8.5 percent sales tax. Under WAC 458-20-180, enforced by the Department of Revenue, household goods moves are not a service that is subject to retail sales tax. Collecting retail sales tax created additional revenue for Ironman Moving, which constituted an unauthorized charge under Tariff 15-C.

### **2012 Investigation**

In connection with five of the 39 moves reviewed, Ironman Moving failed to bill the required minimum hours for weekend moves in repeat and continuing violation of WAC 480-15-490 and Tariff 15-C, Item 230.

In connection with 31 of the 39 moves reviewed, Ironman Moving billed customers in increments of one, five, and ten minutes, in repeat and continuing violation of WAC 480-15-490 and Tariff 15-C, Item 230.

Appendix G charts each of the violations of Item 230 by customer and violation type.

In addition, Ironman Moving continues to engage in a "box loaning program" in repeat and continuing violation of WAC 480-15-490 and Tariff 15-C, Item 225.

### **Findings**

**Repeat Violations:** Ironman Moving failed to properly apply minimum charges in connection with five of the 39 moves reviewed in repeat and continuing violation of WAC 480-15-490 and Tariff 15-C, Item 230. Ironman Moving also improperly recorded time in

increments of one, five, and ten minutes, in repeat and continuing violation of WAC 480-15-490 and Tariff 15-C, Item 230. Finally, Ironman Moving continues to offer a “box loaning program” in repeat and continuing violation of WAC 480-15-490 and Tariff 15-C, Item 225.

### **Recommendation**

Staff recommends a \$100 penalty for each of the following repeat and continuing violations, for a total penalty of \$300:

- \$100 for failure to bill the require minimum hours for weekend moves in violation of WAC 480-15-490 and Tariff 15-C, Item 230.
- \$100 for improperly recording time in increments of one, five, and ten minutes, in violation of WAC 480-15-490 and Tariff 15-C, Item 230.
- \$100 for engaging in a “box loaning program” in violation of WAC 480-15-490 and Tariff 15-C, Item 225.

Because Ironman Moving received technical assistance in each of these areas as a result of the 2011 investigation, staff believes a penalty is warranted. Staff cited one violation for each violation category (rather than five violations for the first category, 31 violations for the second category, and 39 violations for the third category) because these are the first penalties the company has received for these particular violations. Future violations of these requirements will result in escalated penalties or other enforcement action.

## SUMMARY OF RECOMMENDATIONS

1. Staff recommends a total penalty of \$2,300 for the following violations:
  - \$100 for failure to respond to the commission's data request by the date directed in violation of RCW 81.04.380.
  - \$100 for failure to provide a cube sheet inventory in violation of WAC 480-15-630 and Tariff 15-C, Item 85(2)(g).
  - \$100 for failure to include a space on the estimate for the customer's signature and the date signed in violation of WAC 480-15-630 and Tariff 15-C, Item 85(2)(s).
  - \$100 for failure to include a space on the estimate for the customer to sign or initial that the customer received the brochure "Your Guide to Moving in Washington State" in violation of WAC 480-15-630 and Tariff 15-C, Item 85(2)(c).
  - \$100 for failure to include a section on the estimate for recording third-party or accessorial services and associated charges in violation of WAC 480-15-630 and Tariff 15-C, Item 85(2)(l).
  - \$100 for failure to obtain the customer's signature on each of the 39 estimates reviewed in violation of WAC 480-15-630 and Tariff 15-C, Item 85(2)(s).
  - \$100 for failure to obtain the customer's initials next to the chosen valuation option on each of the 39 estimates reviewed in violation of WAC 480-15-630 and Tariff 15-C, Item 85(2)(m).
  - \$100 for failure to include a section on the bill of lading for declaring the length of time and location at which the customer wishes property to be stored in violation of WAC 480-15-710 and Tariff 15-C, Item 95(1)(g).
  - \$100 for failure to include a section on the bill of lading to indicate whether the associated estimate is binding or non-binding in violation of WAC 480-15-710 and Tariff 15-C, Item 95(1)(h).
  - \$100 for failure to include a statement on the bill of lading that the carrier must release the shipment to a customer upon payment of no more than 110 percent of the estimated charges when the carrier uses a non-binding estimate in violation of WAC 480-15-710 and Tariff 15-C, Item 95(1)(i).
  - \$100 for failure to include an explanation of the valuation options on the bill of lading in violation of WAC 480-15-710 and Tariff 15-C, Item 95(1)(k).
  - \$100 for failure to include the amount and type of every charge assessed as a separate line item on the bill of lading in violation of WAC 480-15-710 and Tariff 15-C, Item 95(1)(n).
  - \$100 for failure to include contract terms and conditions on the bill of lading in violation of WAC 480-15-710 and Tariff 15-C, Item 95(2).
  - \$100 for failure to obtain the customer's initials next to the chosen valuation option on the bill of lading in violation of WAC 480-15-710 and Tariff 15-C, Item 95(1)(k).
  - \$100 for use of an unauthorized trade name in violation of WAC 480-15-390.
  - \$100 for failure to include the company's commission-issued permit number in violation of WAC 480-15-610(1).

- \$100 for failure to use the company's trade name as recorded at the commission in the company's URL (web address) in violation of WAC 480-15-610(1).
  - \$100 for failure to use the company's trade name as recorded at the commission on the website itself.
  - \$100 for failure to include the company's physical address on the company's website in violation of WAC 480-15-610(1).
  - \$100 for displaying the video clip that advertises "free use of moving boxes" on the company's website in violation of WAC 480-15-610(6).
  - \$100 for failure to bill the required minimum hours for weekend moves in violation of WAC 480-15-490 and Tariff 15-C, Item 230.
  - \$100 for improperly recording time in increments of one, five, and ten minutes, in violation of WAC 480-15-490 and Tariff 15-C, Item 230.
  - \$100 for engaging in a "box loaning program" in violation of WAC 480-15-490 and Tariff 15-C, Item 225.
2. Staff also recommends that Ironman Moving implement the changes outlined in this report immediately, and submit both a written compliance plan and copies of its modified forms to staff for review.

If future violations are found in these areas, staff will recommend escalated penalties or take other enforcement action.

## APPENDIX A



# Investigation Report

## Eric Stewart DBA Ironman Moving Services

Rayne Pearson  
Compliance Investigations

January 2011

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## PURPOSE, SCOPE AND AUTHORITY

### Purpose

Eric Stewart d/b/a Ironman Moving Services (Ironman Moving) holds common carrier authority within the state of Washington, including the transportation of household goods. The purpose of this investigation is to determine the company's compliance with Washington state laws and Washington Utilities and Transportation Commission (commission) rules.

### Scope

The scope of the investigation focuses on the intrastate transportation of household goods in Washington by Ironman Moving for the months of April through July 2010, and the company's compliance with state laws and commission rules during that period.

### Authority

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

### Staff

Rayne Pearson, Compliance Investigator  
(360) 664-1111  
rpearson@utc.wa.gov

## EXECUTIVE SUMMARY

An investigation into the business practices of Ironman Moving found that the company is in violation of commission rules and Household Goods Tariff 15-C, as follows:

- Failure to supply an estimate to each customer prior to moving household goods in violation of WAC 480-15-630.
- Failure to use a proper estimate format and failure to accurately complete its estimate forms in violation of WAC 480-15-630 and Tariff 15-C, Item 85.
- Failure to use a proper bill of lading format, including contract terms and conditions, in violation of WAC 480-15-710 and Tariff 15-C.
- Failure to properly complete bills of lading in violation of WAC 480-15-710 and Tariff 15-C.
- Use of unauthorized trade names in violation of WAC 480-15-390(1).
- Advertising in violation of WAC 480-15-610.
- Failure to follow the terms, conditions, rates, and all other requirements imposed by Tariff 15-C in violation of WAC 480-15-490(3).

### Recommendation

Based on a review of Ironman Moving's business records for 103 moves performed between April and July 2010, staff recommends that Ironman Moving attend commission-conducted rule and tariff training on January 19, 2011, in Olympia. Staff also recommends that Ironman Moving closely review this report because it provides valuable technical assistance in each of the areas that need improvement, including: the requirement that the company supply estimates to each of its customers; format and completion of estimates; format and completion of bills of lading; use of permitted trade names; advertising; and tariff rates and charges.

Staff will conduct a follow up investigation of the company's operations in one year.

## BACKGROUND

### Company History

Ironman Moving was granted temporary authority on January 10, 2002. On March 13, 2002, the company was granted permanent operating authority in Docket No. MV-151457.

Eric Stewart d/b/a Ironman Moving Services is a sole proprietorship governed by Eric and Susan Stewart. The company's business address is 1495 Lahti Drive, Bellingham, Washington 98226.

### Company Information

Since 2002, when Ironman Moving was granted permanent operating authority, there have been no consumer complaints filed against the company.

On July 9, 2002, the company's permit was suspended for failure to maintain required insurance in Docket No. MV-152205. Proof of insurance was received on July 29, 2002, and the company's permit was reinstated.

Further suspensions under Docket No. TV-030971 occurred as follows:

- November 7, 2003: suspended for failure to maintain required insurance; reinstated November 10, 2003.
- July 7, 2004: suspended for failure to maintain required insurance; reinstated July 23, 2004.
- December 28, 2004: suspended for failure to maintain required insurance; reinstated January 6, 2005.

On June 13, 2006, Ironman Moving was assessed a \$100 penalty in Docket No. TV-060980 for failure to timely file an annual report for 2005. The company filed its report on September 22, 2006.

On June 20, 2007, Ironman Moving was assessed a \$200 penalty in Docket No. TV-071267 for a repeat failure to timely file an annual report for 2006. The company filed its report on July 18, 2007.

On June 19, 2008, Ironman Moving was assessed a \$300 penalty in Docket No. TV-081103 for a repeat failure to timely file an annual report for 2007. The company filed its report November 18, 2009.

On June 11, 2010, Ironman Moving was assessed a \$100 penalty in Docket No. TV-101009 for failure to timely file an annual report for 2009. As of the date of this report, Ironman Moving has not yet filed its annual report for 2009.

Revenue for Ironman Moving as reflected in its most recent annual reports filed with the commission is as follows:

Reporting Year	Date Filed	Revenue
2006	July 18, 2007	\$9,240.00
2007	November 13, 2008	\$73,200.00
2008	May 19, 2009	\$83,700.42

### Investigation

Staff initiated this investigation into the business practices of Ironman Moving based on a routine review of permitted carriers.



## INVESTIGATION

### Data Request

On August 23, 2010, staff requested the following records and information from Ironman Moving:

1. For every residential move performed within the state of Washington from April 1, 2010, through July 31, 2010, 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 April 1, 2010, through July 31, 2010, and including all documents related to each complaint and claim.

A copy of the data request is attached as Appendix A.

Staff requested a response from Ironman Moving by September 6, 2010. After several follow-up phone calls, a response was received October 14, 2010. Ironman Moving reported one complaint and two damage claims for the period of April 1 through July 31, 2010.

Staff used the documents and information furnished from this data request to conduct its investigation of the company's business practices. Of the 167 moves reviewed, 64 were non-jurisdictional (e.g. commercial or load only). Each of the 103 moves reviewed were local, or hourly-rated.

## 2008 RULES AND TARIFF

On December 27, 2008, the commission adopted new household goods rules in Docket No. TV-070466. The rules went into effect on January 27, 2009, and the commission notified all permitted carriers of the changes. The notice described how to access the new rules on the commission's Web site, as well as instructions for requesting a paper or electronic copy from the commission.

At the same time, the commission adopted new tariff provisions in its household goods tariff, Tariff 15-C, effective February 1, 2008, in Docket No. TV-072258. The commission sent a copy of the final order adopting the tariff and a full copy of the new tariff to all permitted carriers on February 1, 2008.

The commission made significant changes to the way household goods carriers are required to provide services and bill their customers in both the rules and the tariff. For example, the commission required carriers to provide all customers with a written estimate prior to the actual move.

To assist permitted companies with understanding and implementing these changes, the commission provided rule and tariff training sessions for all interested parties in three locations around the state during the spring of 2008. The commission has held several trainings at its Olympia headquarters. The commission notified all permitted carriers of the training. Neither Eric Stewart, nor Susan Stewart or any staff of Ironman Moving has attended the training.

## ESTIMATES – REQUIRED

### **Investigation**

WAC 480-15-630 requires a household goods moving company to provide a written estimate to every customer before the move occurs. An estimate is a written approximation of the cost of a move prepared in compliance with the provisions of the household goods rules and tariff. Estimates are based on factors such as the size of the shipment and the van or truck space required, the weight of the household goods, the amount of time needed to complete the move, and the type of special services to be provided. A household goods company may provide customers with either a binding or non-binding estimate.

In the commission's data request, staff requested that Ironman Moving furnish "all supporting documents related to each customer's move, including, but not limited to, the bill of lading, estimate, supplemental estimate ..." for the months of April through July 2010.

Of the 103 moves reviewed, 101 did not include estimates. Only two customers—Hale and Fisher—were provided with an estimate in connection with their moves.

### **Findings**

Ironman Moving is in violation of WAC 480-15-630 for failing to provide estimates to 101 customers prior to transporting those customers' goods.

### **Recommendation**

Staff advises that Ironman Moving must provide an estimate to each customer prior to moving the customer's goods, as required by WAC 480-15-630 and Tariff 15-C. A sample estimate form is available on the commission's website at [www.utc.wa.gov/mover](http://www.utc.wa.gov/mover). Staff considers this investigation as the company's technical assistance regarding the provision of estimates. If future violations are found, staff may recommend penalties or take other enforcement action.

## ESTIMATES – FORMAT AND COMPLETION

### Investigation

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

For the two moves where estimates were provided, the company used incorrect estimate forms. These forms did not include the following information, as required by rule and tariff:

- The company's fax number.
- The company's email address.
- A cube sheet inventory.
- A space for the customer's signature and the date signed.
- A space for the customer to sign or initial that the customer received the brochure "Your Guide to Moving in Washington State."
- A section for recording third-party or accessorial services and associated charges.
- A complete valuation section for charges for loss or damage protection coverage. While valuation options are listed, explanations for each option are not provided as required by Tariff 15-C, Item 85.
- Information required for nonbinding estimates regarding release of shipment and payment.
- A section indicating the forms of payment the carrier will accept.

A copy of the estimate form used by Ironman Movers is attached as Appendix B.

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

- On each of the estimates reviewed, the company failed to obtain the customer's initials next to the chosen valuation option.
- On each of the estimates reviewed, the company failed to obtain the customer's signature.

### Findings

For the two moves where estimates were provided, Ironman Moving failed to use a proper estimate format and failed to properly complete its estimate forms in violation of WAC 480-15-630 and Tariff 15-C, Item 85.

### Recommendation

Staff advises that Ironman Moving must provide a properly completed estimate to each customer prior to moving the customer's goods. The estimate form must include all information required by WAC 480-15-630 and Tariff 15-C. The correct form is available on the commission's website at [www.utc.wa.gov/mover](http://www.utc.wa.gov/mover). Staff considers this investigation as the company's technical assistance regarding estimate format and estimate completion. If future violations are found, staff may recommend penalties or take other enforcement action.

## BILLS OF LADING – FORMAT AND COMPLETION

### Investigation

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

The bill of lading used by Ironman Moving for the 103 moves performed during the review period violated the format requirements of Tariff 15-C, Item 95, as described below:

- Failure to include the company's household goods permit number, as required by Item 95(1)(a).
- Failure to include the company's website, as required by Item 95(1)(a).
- Failure to include the company's fax number, as required by Item 95(1)(a).
- Failure to include the company's email address, as required by Item 95(1)(a).
- Failure to include a section for declaring the length of time and location at which the customer wishes property to be stored, as required by Item 95(1)(g).
- Failure to include a section to indicate whether the associated estimate is binding or non-binding, as required by Item 95(1)(h).
- Failure to include a statement that the carrier must release the shipment to a customer upon payment of no more than 110 percent of the estimated charges when the carrier uses a non-binding estimate, as required by Item 95(1)(i).
- Failure to include an explanation of the valuation options, as required by Item 95(1)(k).
- Failure to record the time the carrier leaves the terminal and the time it returns to the terminal or is released to another customer, as required by Item 95(1)(m).
- Failure to include the amount and type of every charge assessed as a separate line item, as required by Item 95(1)(n). The company recorded an hourly rate for each move, but provided no information regarding how that rate was calculated (i.e. number of personnel and number of vehicles used). Staff, therefore, has no way of determining whether the company's rates comply with Tariff 15-C.
- Failure to include contract terms and conditions, as required by Item 95(2).

A copy of the bill of lading form used by Ironman Moving is attached as Appendix C.

Additionally, Ironman Moving failed to properly complete 11 of its bills of lading as required by WAC 480-15-710(3) and Tariff 15-C, Item 95, as follows:

- For three customers, failure to record the exact address of the origin of the move, as required by Item 95(1)(d).
- For nine customers, failure to record the exact address of the destination of the move as required by Item 95(1)(e).
- For one customer, failure to obtain the customer's valuation selection, as required by Item 95(1)(k).

- For one customer, failure to record the start, stop, and any interruption times, as required by Item 95(1)(m).

#### **Findings**

Ironman Moving violated WAC 480-15-710(3) and Tariff 15-C, Item 95 when it issued improper bills of lading for each of the 103 moves performed during the review period, and failed to properly complete bills of lading for 11 of those moves.

#### **Recommendation**

Staff advises that Ironman Moving must provide a properly formatted bill of lading for every move. Ironman moving must also properly complete the bill of lading for every move. The bill of lading form must include all information required by Tariff 15-C, Item 95. A commission-approved bill of lading can be found on the commission's website at [www.utc.wa.gov/mover](http://www.utc.wa.gov/mover). Staff considers this investigation as the company's technical assistance regarding bill of lading format and completion. If future violations are found, staff may recommend penalties or take other enforcement action.

### **USE OF PERMITTED TRADE NAME**

#### **Investigation**

WAC 480-15-390(1) provides that all carriers "must conduct operations under the exact name shown on its household goods permit. If a carrier does business under a trade or assumed name, that name must also appear on the permit."

Eric Stewart d/b/a Ironman Moving Services is the only name under which Ironman Moving is permitted to operate. The company may use the name in its entirety, or the permitted d/b/a of "Ironman Moving Services." The company has not registered any other trade names with the commission.

On each of the two estimates issued by the company during the review period, the name "Ironman Movers" appears at the top of the form.

On each of the 103 bills of lading issued by the company during the review period, the name "Iron Man Movers & Storage, Inc." appears at the top of form.

Additionally, the company's website, [www.ironmanmoversbellingham.com](http://www.ironmanmoversbellingham.com), displays the company's name as "IronMan Movers."

#### **Findings**

Ironman Moving is in violation of WAC 480-15-390(1) for using the non-registered trade names "Ironman Movers" and "Iron Man Movers & Storage, Inc." on its estimates and bills of lading, respectively.

#### **Recommendation**

Staff advises that Ironman Moving may only conduct operations under the exact name shown on its household goods permit, as required by WAC 480-15-390(1). If the company chooses, it may register other trade names with the commission; however, it may not use those trade names until they are registered, and therefore must cease using all unauthorized trade names immediately. Staff considers this investigation as the company's technical assistance regarding the use of permitted trade names. If the company fails to take corrective action and future violations are found, staff may recommend penalties or take other enforcement action.

## ADVERTISEMENTS

### Investigation

WAC 480-15-610(1) provides that "Carriers must include the commission-issued permit number, name or trade name as recorded at the commission, physical address and telephone number in any advertising for household goods moving services." WAC 480-15-610(6) provides that "Carriers may not advertise services or rates and charges that conflict with those in the tariff."

Ironman Moving's website, [www.ironmanmoversbellingham.com](http://www.ironmanmoversbellingham.com), contains the following violations of WAC 480-15-610:

- Failure to include the company's commission-issued permit number
- Failure to use the company's trade name as recorded at the commission, both in the company's URL (web address) and on the website itself
- Failure to include the company's physical address
- A video clip that advertises "free use of moving boxes"

See Appendix D for a screenshot of the company's website.

### Findings

Ironman Moving's website violates WAC 480-15-610 for failure to include the company's household goods permit number, failure to use the company's trade name as recorded at the commission, failure to include the company's physical address, and advertising rates that conflict with Tariff 15-C.

### Recommendation

Staff advises that Ironman Moving must immediately change its website to comply with WAC 480-15-610, and must provide proof to the commission that the necessary changes have been made. Staff considers this investigation as the company's technical assistance regarding requirements for advertising. If the company fails to take corrective action as directed, staff may recommend penalties or take other enforcement action.

## TARIFF RATES AND CHARGES

### Investigation

WAC 480-15-490 requires a household goods company to bill charges according to the tariff. Tariff 15-C, Item 230(7) requires minimum charges for hourly rated moves, including a minimum of one hour for moves performed Monday through Friday between 8:00 a.m. and 5:00 p.m., and four hours for moves performed on a Saturday or Sunday at the customer's request. Ironman Moving failed to bill the required minimum hours for 22 of the 103 moves performed during the review period. See Appendix E for a list of the 21 customers who were improperly billed on a Saturday or Sunday. Customer Gould was charged a two-hour minimum on a Wednesday between the hours of 8:00 a.m. and 5:00 p.m.

Additionally, Tariff 15-C, Item 230(2) requires that time is recorded to the nearest increment of 15 minutes. Ironman moving billed 52 customers in increments of ten minutes, and 22 customers in increments of five minutes. Both of these practices violate WAC 480-15-490 and Tariff 15-C, Item 230(2).

Ironman Movers also has a "box loaning program," which allows customers to rent boxes by paying a deposit that is fully refunded when the boxes are returned. The language on the company's bill of lading reads as follows: "If you are using our box loaning program, boxes must be returned to Iron Man Movers emptied, flattened, and in good condition within 10 days of your move in order to receive your deposit back. Allow one to two weeks for the boxes to be inventoried and the refund processed." Tariff 15-C, Item 225 sets charges for containers, and does not permit containers to be rented or loaned.

Finally, Ironman Moving charged each of its customers 8.5 percent sales tax. Under WAC 458-20-180, which is enforced by the Department of Revenue, household goods moves are not a service that is subject to retail sales tax. Collecting retail sales tax creates additional revenue for Ironman Moving, which constitutes an unauthorized charge under Tariff 15-C.

### Findings

Staff finds that Ironman Moving violated WAC 480-15-490 when it did not accurately calculate minimum charges on 22 of its bills of lading, recorded time in increments of five and ten minutes, engaged in "box loaning," and charged sales tax for a service that is not taxable.

### Recommendation

Staff advises that Ironman Moving must properly charge the minimum hours for both Saturday or Sunday moves and weekday moves, as required by WAC 480-15-490 and Tariff 15-C, Item 230, and must also record time in increments authorized by Tariff 15-C, Item 230. Additionally, Ironman Moving may only assess charges for containers that comply with Tariff 15-C, Item 225, and must immediately cease collecting unauthorized sales tax for household goods moves. Staff considers this investigation as the company's technical assistance regarding these issues. If future violations are found, staff may recommend penalties or take other enforcement action.

## SUMMARY OF RECOMMENDATIONS

1. Staff recommends Ironman Moving attend commission-conducted rule and tariff training on January 25, 2011, in Olympia.
2. Staff recommends Ironman Moving closely review this report because it provides valuable technical assistance in other areas that need improvement, as follows:
  - Ironman Moving must provide a properly completed estimate to each customer prior to moving the customer's goods. The estimate form must include all information required by WAC 480-15-630 and Tariff 15-C.
  - Ironman Moving must provide a properly formatted bill of lading for every move, and must properly complete its bills of lading. The bill of lading form must include all information required by Tariff 15-C, Item 95.
  - Ironman Moving may only conduct operations under the exact name shown on its household goods permit, as required by WAC 480-15-390(1).
  - Ironman Moving must immediately change its website to comply with WAC 480-15-610, and may not advertise "free use of moving boxes."
  - Ironman Moving must properly charge minimum hours for moves, as required by WAC 480-15-490 and Tariff 15-C.
  - Ironman Moving must record time in the increments authorized by Tariff 15-C, Item 230.
  - Ironman Moving must assess charges for containers in compliance with Tariff 15-C, Item 225.
  - Ironman Moving must immediately cease collecting unauthorized sales tax for household goods moves.

If future violations are found in these areas, staff may recommend penalties or take other enforcement action.



APPENDIX A



STATE OF WASHINGTON  
WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION  
1309 S. Evergreen Park Dr. S.W., P.O. Box 47250 • Olympia, Washington 98504-7250  
(360) 664-1160 • TTY (360) 506-8203

August 23, 2010

Eric Stewart  
d/b/a Ironman Moving Services  
1495 Lahti Dr.  
Bellingham, WA 98226

**RE: Data Request**

Dear Mr. Stewart:

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 April 1, 2010, through July 31, 2010, 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 April 1, 2010, through July 31, 2010, and including all documents related to each complaint and claim.

Eric Stewart d/b/a Ironman Moving Services  
August 23, 2010  
Page 2

You are required to furnish the above requested documents to commission staff by no later than 5:00 p.m. on September 6, 2010. 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](mailto:rpearson@utc.wa.gov).

Sincerely,

A handwritten signature in cursive script, appearing to read "David W. ...".

APPENDIX B

IronMan Movers 1495 Labri Drive, Bellingham, WA 98226 (360)733-1023  
HOUSEHOLD GOODS NON-BINDING ESTIMATE OF COST OF SERVICES

Name of shipper Liz Phone No. 360.393.3068 Date: 6-15-10  
Address of shipper 3036 Barkley Grove Loop Zip Code \_\_\_\_\_  
Moving from: City/State/Zip Bellingham WA  
Moving to: City/State/Zip Bellingham, WA  
Shipper's destination contact person: \_\_\_\_\_ Phone No. \_\_\_\_\_  
MLSVLVA3@comcast.net

**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.

If the total tariff charges for the listed articles and services exceed this estimate by more than ten percent, then, upon your request, the carrier must relinquish possession of your shipment upon payment of a maximum amount of 110% of the amount of the estimate (and any supplemental estimates). You are obligated to pay the balance of the total charges within 30 days.

Household goods carriers are regulated 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 more than its written non-binding estimate for time charges for a local hourly rated move nor can the household goods carrier charge more than fifteen percent more than the written non-binding estimate for accessorial and other services not related to time, unless the household goods carrier prepares and the shipper signs a supplemental estimate.  
(2) A household goods carrier may not charge more than fifteen 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.

*\* One Hour Minimum \**

ESTIMATED COST OF SERVICE

<b>HOURLY RATED SHIPMENTS (under 35 miles)</b>		Estimated Charges
<u>2</u> Carrier employees	<u>6</u> hours @ <u>\$1</u> per hour	\$ <u>76.00</u>
<u>1</u> Carrier van	<u>6</u> hours @ <u>\$12.67</u> per hour	\$ <u>76.00</u>
<b>MILEAGE RATED SHIPMENTS (over 35 miles or transportation to storage-in-transit)</b>		
_____ Miles	_____ pounds @ _____ per pound	\$ _____
<b>OVERTIME:</b> _____ personnel, _____ hours @ \$ _____ per hour		\$ <u>76.00</u>
<b>BRIDGE OR FERRY TOLLS (Estimated)</b>		\$ _____
<b>VALUATION CHARGES (choose one):</b>		
60 cents per pound per article		\$ No Charge
Depreciated value protection \$ _____ per \$100 declared value		\$ _____
Replacement cost, with deductible \$ _____ per \$100 declared value		\$ _____
Replacement cost, with no deductible \$ _____ per \$100 declared value		\$ _____
<b>STORAGE</b>		
_____ pounds @ \$ _____ per 100 pounds, for each 30 days or fraction		\$ _____
Warehouse Handling _____ pounds @ \$ _____ per 100 pounds		\$ <u>76.00</u>

Packing Date Requested \_\_\_\_\_  
Loading Date Requested \_\_\_\_\_  
Delivery Date or period of time required \_\_\_\_\_

**SUMMARY OF CHARGES**

Moving	\$ <u>436.00</u>
Storage	\$ _____
Packing/Unpacking	\$ _____
Other	\$ <u>58.00</u>
<b>Estimated total costs</b>	<b>\$ <u>494.00</u></b>

NOTE: Estimate does NOT include packing.

depot travel 30 min @ 76.00/hr

Thank you

PACKING, UNPACKING AND CONTAINERS

Quantity	Charge per unit	Total
Net packs or barrels	_____	\$ _____
Cartons over 1-1/2 cu. ft.	_____	\$ _____
Cartons over 3 cu. ft.	_____	\$ _____
Cartons over 4-1/2 cu. ft.	_____	\$ _____
Cartons over 6 cu. ft.	_____	\$ _____
Wardrobes	_____	\$ _____
Mattress chl. single	_____	\$ _____
Mattress chl. double	_____	\$ _____
Mattress chl. queen	_____	\$ _____
Mattress chl. king	_____	\$ _____
Mattress chl. crib	_____	\$ _____

Estimator's Signature [Signature]  
Estimator's Title OWNER  
Date Signed 6-15-10

APPENDIX C



WORK ORDER / INVOIC

Iron Man Movers & Storage, Inc. 2820

DATE OF MOVE <i>11-1-10</i>	RESIDENTIAL
CLIENT'S NAME <i>Paul Johnson</i>	BUSINESS
TIME TO ARRIVE <i>9:00 AM</i>	STORAGE
Tel. # <i>(360) 961-4960</i>	LEVELS <i>stairs</i>

START ADDRESS <i>3538 Northwest #44 Bellingham, WA</i>	DIRECTIONS <i>Costa Park Apt</i>
DESTINATION <i>3124 Meridian St Bellingham, WA</i>	DIRECTIONS <i>Costa Park</i>
SPECIAL INSTRUCTIONS <i>Spinnet piano</i>	

START TIME	STOP TIME	TOTAL BREAKS	TOTAL HOURS	RATE	
<i>9:05</i>	<i>11:00</i>			<i>15.00/hr</i>	<i>15.00</i>
				DEPOT TRAVEL	<i>25.00</i>
				INSURANCE	<i>11.77</i>
				TAX	<i>8.57</i>
				DUMP FEE	<i>15.00</i>
				WARDROBE	
				DRBRACKS	
				LOBBE	
				MEDIUM	
				SMALL	
				TOTAL	<i>85.84</i>

*(2 hours)*

Iron Man Movers & Storage, Inc. cannot be held responsible for items left at the residence after loading. It is your responsibility to make sure that nothing is left behind. Please make sure that you check in and out, confirm, add, time of loading and delivery to residence in writing on the lot of loading slip for the "Household Goods Inventory" responsible for any damage.

Insurance:  
 Option 1: Coverage at .40 per pound for each damaged item. This coverage is free of charge.  
 Option 2: Repeat replacement coverage \$ \_\_\_\_\_ for over \$1,000 in coverage (with a \$300 deductible) up to a maximum of \$25,000 in coverage. Option 3: Amount Paid is \$ \_\_\_\_\_

Do not ship bank bills, securities, jewelry, stocks, bonds, stamps, valuable papers, jewelry, postage, irreplaceable items, fragile items, etc. These items are well up furnished with insurance of professional grade or similar glass packing, and are not covered by any insurance option.

Option 3 does not apply to antiques, fine art, painting, statuary and similar articles, which by their inherent nature cannot be replaced with new articles - or articles whose appearance and history cannot be substantially restored. This includes but is not limited to: more costly, valuable, and collector's items. Iron Man Movers & Storage, Inc. will not be held responsible in any way for any damage when another party (a rental truck, contractor, or design firm, etc.) and Iron Man Movers did the unloading. Likewise we will not be held responsible if Iron Man Movers & Storage, Inc. does the loading and another party unloads the rental truck, contractor, or storage unit.

Boxes: If you are using our box loading program, boxes must be returned to Iron Man Movers completed, flattened, the boxes to be inventoried and the return processed.

Payment Plan: If you are opting to use our payment plan for our \$200 fee there is a minimum 20% payment of 50% of the total cost of service due at the time of our conclusion of service, with the remaining balance to be divided in three evenly scheduled payments due by the 15th of every month.

Storage: If you are going to store your items in our storage facility a separate contract detailing our terms and conditions will be provided to you.

SIGNATURE  
 VISA       PAYMENT PLAN  
 MASTERCARD       CASH  
 DISCOVER       CHECK

DL#

APPENDIX D



Contact Information

360-733-1023

[Click to email us](#)

[Address / Get Directions](#)



**Ironman Movers**  
Bellingham, WA 98226

**Methods of Payment:**  
We accept cash



**Bellingham, WA Movers**

**Ironman Movers**



A local, family-owned and operated business for 18 years, Ironman Movers provides furniture moving services in the residential and commercial areas of Bellingham, WA. We provide great moving service with low prices.



**Our Moving Services Includes:**

- Packing service
- Free use of moving boxes

We provide discounts for senior citizens and veterans. Please call for a free estimate. You can ask details about our free use of moving boxes service.

Call Ironman Movers at 360-733-1023.

Movers Bellingham, WA ( Washington ) - Ironman Movers

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**APPENDIX E**

<b>Date</b>	<b>Customer Name</b>	<b>Time Billed</b>
April 3	Johnson	2h
April 10	Lewis	2h 30m
April 11	Lazarus	1h 5m
April 24	Moen	1h 40m
April 25	Cowan	1h 20m
May 1	Otten	1h 5 m
May 8	Newman	1h
May 8	Roland	2h 25m
May 8	Wallace	1h
May 15	Johnson	1h 15m
May 15	Pearson	2h 10m
May 23	Wogenson	1h 15m
May 29	Xhu	3h
May 29	Roper	3h
June 5	Pearson	1h 35m
June 12	Davidson	1h 20m
June 13	Burcroff	1h 30m
June 19	King	2h 20m
June 20	Phillips	2h 50m
July 3	Brown	2h 25m
July 24	Lawrence	2h 50m

## APPENDIX B

Washington UTC Complaint

113279

Company: STEWART, ERIC M36087

Customer: Account# n/a

**Wallis Ann Strauch**

Contact:  
835 B Mitchell Avenue  
Blaine, WA 98230

Primary Phone: (360) 332-5649

E-mail addr: thebub17@yahoo.com

Complaint: ~~113279~~      Serviced by: **Dennis Shutler**  
Opened on: 03/05/2012      Grouped by: Disputed Bill  
Closed on: 03/22/2012      Disposition: Consumer upheld

Description:



Customer wants a promised senior discount and a damaged sofa repaired.

Passed to Eric Stewart, d/b/a Iron Man Moving via e-mail on 3/05/12 at 11:32am, response is due not later than 5pm PT on 3/12/12.

Results:

Ironman failed to respond to the customer's complaint and damage claim as required by commission rule. The hourly rate charged for the customer's relocation is within the rate band. Iron Man is not in compliance with the commission's advertising, billing, estimates, complaint or damage claim rules.

VIOLATIONS RECORDED = 52

Activity:

Activity Links

\*\*\* 02/29/2012 11:26 AM Letter: Dennis Shutler >> CUSTOMER



SEE ATTACHED LETTER SENT TO THE CUSTOMER REQUESTING GOOD CONTACT INFORMATION:

\*\*\* 03/05/2012 11:24 AM Letter: Dennis Shutler << customer



SEE ATTACHED CUSTOMER LETTER AND DOCUMENTATION SENT TO THE AG'S OFFICE AND FORWARDED TO THE UTC:

\*\*\* 03/05/2012 11:27 AM Phone: Dennis Shutler << customer



Customer called and provided telephone number and e-mail address. Customer is to send additional documentation pertinent to her move.

\*\*\* 03/05/2012 11:32 AM Email: Dennis Shutler >> ironmanmovers



Good morning, Passing a new complaint. 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) - front and back; estimate(s); itemized list of goods shipped; damages claim records; information identifying each vehicle used; weight slips; ferry crossing receipts; etc.

\*\*\* 03/05/2012 11:36 AM Phone: Dennis Shutler >> Kelly/company



I called and Kelly verified the e-mail address is correct. I advised of a customer's complaint I just passed to the company.  
company 360-733-1023  
Kelly 360-961-4413

\*\*\* 03/06/2012 02:31 PM Attachment: Dennis Shutler << customer



SEE ATTACHED COPIES OF DOCUMENTS (E-MAIL, ESTIMATE, INVOICE, LIST OF ITEMS TO BE MOVED) PROVIDED BY THE CUSTOMER:

\*\*\* 03/12/2012 02:14 PM Email: Shutler, Dennis (UTC) << ironmanmovers@comcast.net



Hello Mr. Shutler - Attached you will find the documentation you requested regarding a damage claim/complaint for Wallis Strauch. I would like you to notice that her invoice was calculated at the discounted senior rate which was explained to her. I had a discussion with Ms. Strauch and informed her to research her invoice and she would see she received the discounted rate. Also, we don't believe we caused the stain to her sofa. She did sign the invoice indicating that no damages did occur, nonetheless we told her to go ahead and have it cleaned, submit the bill to us, and we would reimburse her. If you have any other questions or concerns just let me know. Kelly - Office Manager

SEE ATTACHED DOCUMENTATION AND PHOTO OF DAMAGED SOFA PROVIDED BY COMPANY:

\*\*\* 03/12/2012 03:14 PM Email: Shutler, Dennis (UTC) >> 'ironmanmovers@comcast.net'



Good afternoon Kelly,  
Please see and respond to my additional questions highlighted within your response below.  
Please also address as necessary:  
\*Did Iron Man provide the customer a damages/claim form? On what date?  
\*Did Iron Man notify the customer in writing within 10 business days that it received the complaint/claim? Provide copy.  
\*Did Iron Man advise the customer of the availability of the commission and provide the commission's toll-free number and mailing address? Verify.  
\*Did Iron Man advise the customer of the resolution of the complaint/claim in writing? Provide copy.  
\*As this complaint/claim remains unresolved after 90 days, for each thirty-day period thereafter until the claim is settled, has Iron Man informed the customer, in writing, of the reason it failed to resolve the claim or clearly state its final offer or denial and close the claim and advise the customer of the availability of the commission for further review by providing the commission's toll-free number and mailing address? Provide copy.  
Thank you.

\*\*\* 03/20/2012 04:57 PM Violation: 480-15-890(1) -



3 counts, for failing to respond to commission staff regarding a customer's complaint in a timely manner. Company response was due not later than 5:00pm on 3/19/12. On 3/22/12 updated count from 1 to 3. Company notified of this violation.

\*\*\* 03/21/2012 08:03 AM Action: Dennis Shutler



Reviewed customer and company provided documents.

One truck and two employees used, determined from customer provided Estimate dated 10/15/11.

\$37.93 min to \$79.04 max (one truck and one employee per tariff)

\$29.63 min to \$61.74 max (extra employee per tariff)

\$67.56 min to \$140.78 max allowable per tariff. Company charged the customer

\$74/hour, which is within the tariff rate band.

See attached HHG Complaint Jump Start sheet:

\*\*\* 03/21/2012 11:51 AM Violation: 480-15-630 -



1 count, for failing to issue an estimate to this customer containing all of the elements required by the commission-published tariff based on a visual inspection of the customer's goods prior to the move. Company notified of this violation.

\*\*\* 03/21/2012 11:53 AM Violation: Tariff 15-C, Item 85(2)(a) -



WAC 480-15-630(7) / Tariff 15-C, Item 85(2)(a), 1 count, for failing to list the company's fax number upon the company's estimate sheet.

Company notified of this violation.

\*\*\* 03/21/2012 11:58 AM Violation: Tariff 15-C, Item 85(2)(c) -



WAC 480-15-630(7) / Tariff 15-C, Item 85(2)(c), 1 count, 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.

Company notified of this violation.

\*\*\* 03/21/2012 01:22 PM Violation: Tariff 15-C, Item 85(2)(g) -



WAC 480-15-630(7) / Tariff 15-C, Item 85(2)(g), 1 count, 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.

Company notified of this violation.

\*\*\* 03/21/2012 01:27 PM Violation: Tariff 15-C, Item 85(2)(l) -



WAC 480-15-630(7) / Tariff 15-C, Item 85(2)(l), 1 count, for failing to include a section for recording any third-party or accessorial services to be provided upon the company's estimate sheet.

Company notified of this violation.

\*\*\* 03/21/2012 01:29 PM Violation: Tariff 15-C, Item 85(2)(m) -



WAC 480-15-630(7) / Tariff 15-C, Item 85(2)(m), 1 count, for failing to include a complete valuation section for charges for loss or damage protection coverage (valuation) upon the company's estimate sheet.

Company notified of this violation.

\*\*\* 03/21/2012 01:42 PM Violation: Tariff 15-C, Item 85(2)(q) -



WAC 480-15-630(7) / Tariff 15-C, Item 85(2)(q)(ii, iii, and iv), 1 count, for failing to list the correct terms and conditions upon the company's estimate sheet regarding the release of shipment and payment.

Company notified of this violation.

\*\*\* 03/21/2012 01:45 PM Violation: Tariff 15-C, Item 85(2)(r) -



WAC 480-15-630(7) / Tariff 15-C, Item 85(2)(r), 1 count, for failing to list the forms of payment the carrier will accept, including any terms or conditions that apply to the method of payment, such as interest rates



charged for credit plans on the estimate sheet.  
Company notified of this violation.

\*\*\* 03/21/2012 01:49 PM Violation: Tariff 15-C, Item 85(2)(s) -



WAC 480-15-630(7) / Tariff 15-C, Item 85(2)(s), 1 count, for failing to include a space for the customer's signature and the date signed on the estimate sheet.  
Company notified of this violation.

\*\*\* 03/21/2012 02:13 PM Violation: Tariff 15-C, Item 95(1) -



WAC 480-15-710(3) / Tariff 15-C, Item 95(1), 3 counts, for failing to ensure the company representative (1) signed and (2) dated, and the customer (3) dated the bill of lading.  
Company notified of this violation.

\*\*\* 03/21/2012 02:15 PM Violation: Tariff 15-C, Item 95(1)(a) -



WAC 480-15-710(3) / Tariff 15-C, Item 95(1)(a), 4 counts, for failing to list (1) the company's website (www.ironmanmoversbellingham.com), (2) fax number, (3) household goods permit number, and (4) correct address on the bill of lading.  
Company notified of this violation.

\*\*\* 03/21/2012 02:25 PM Violation: Tariff 15-C, Item 95(1)(g) -



WAC 480-15-710(3) / Tariff 15-C, Item 95(1)(g), 1 count, for failing to include a section on the bill of lading for declaring the length of time and location at which the customer wishes property to be stored.  
Company notified of this violation.

\*\*\* 03/21/2012 02:27 PM Violation: Tariff 15-C, Item 95(1)(h) -



WAC 480-15-710(3) / Tariff 15-C, Item 95(1)(h), 1 count, for failing to include a section on the bill of lading to indicate whether the associated estimate is binding or non-binding.  
Company notified of this violation.

\*\*\* 03/21/2012 02:30 PM Violation: Tariff 15-C, Item 95(1)(i) -



WAC 480-15-710(3) / Tariff 15-C, Item 95(1)(i), 1 count, for failing to include a statement on the bill of lading on the bill of lading that the carrier must release the shipment to a customer on payment of no more than 110 percent of the estimated charges when the carrier uses a non-binding estimate.  
Company notified of this violation.

\*\*\* 03/21/2012 02:33 PM Violation: Tariff 15-C, Item 95(1)(k) -



WAC 480-15-710(3) / Tariff 15-C, Item 95(1)(k), 1 count, for failing to list the correct valuation language on the bill of lading.  
Company notified of this violation.

\*\*\* 03/21/2012 02:34 PM Violation: Tariff 15-C, Item 95(1)(m) -



WAC 480-15-710(3) / Tariff 15-C, Item 95(1)(m), 1 count, for failing to record the on the bill of lading the time the carrier leaves the terminal and the time it returns to the terminal or is released to another carrier.  
Company notified of this violation.

\*\*\* 03/21/2012 02:38 PM Violation: Tariff 15-C, Item 95(1)(n) -



WAC 480-15-710(3) / Tariff 15-C, Item 95(1)(n), 4 counts, for failing to include on the bill of lading the

amount and type of every charge assessed as a separate line item.

(1) You recorded an hourly rate for each move, but provided no information regarding how that rate was calculated (i.e. number of personnel and number of vehicles used). Staff, therefore, has no way of determining whether the company's rates comply with Tariff 15-C.

(2) You recorded a \$30.00 for "box." Staff has no way of determining whether this charge complies with Tariff 15-C.

(3) You recorded charges for 42 "medium" boxes. Tariff 15-C, Item 225 does not set forth a rate for "medium" boxes. Staff has no way of determining whether this charge complies with Tariff 15-C.

(4) You recorded charges for 10 "small" boxes. Tariff 15-C, Item 225 does not set forth a rate for "small" boxes. Staff has no way of determining whether this charge complies with Tariff 15-C.

Company notified of this violation.

\*\*\* 03/21/2012 02:44 PM Violation: Tariff 15-C, Item 95(2) -



WAC 480-15-710(3) / Tariff 15-C, Item 95(2), 1 count, for failing to include contract terms and conditions on the back of the bill of lading.

Company notified of this violation.

\*\*\* 03/21/2012 02:46 PM Violation: 480-15-800(2) -



1 count, for impermissible language on the bill of lading, as follows: "It is the sole responsibility of the shipper at the time of loading and delivery to acknowledge in writing on the bill of lading and/or the "Household Goods Inventory" any property damage to residence at origin or destination. Otherwise, Iron Man Movers & Storage, Inc. will not be responsible for any damages." And, above the signature section, "No damage to items or residence." Under WAC 480-15-800, a customer has nine months to file any and all damage claims from the date of delivery. You may not circumvent this rule with contradictory language. Company notified of this violation.

\*\*\* 03/21/2012 03:01 PM Violation: Tariff 15-C, Item 225 -



WAC 480-15-490(3) / Tariff 15-C, Item 225, 1 count, for impermissible language on the bill of lading regarding a "box loaning program." The language on the company's bill of lading reads as follows: "If you are using our box loaning program, boxes must be returned to Iron Man Movers emptied, flattened, and in good condition within 10 days of your move in order to receive your deposit back. Allow one to two weeks for the boxes to be inventoried and the refund processed." Tariff 15-C, Item 225 sets charges for containers, and does not permit containers to be rented or loaned.

Company notified of this violation.

\*\*\* 03/21/2012 03:06 PM Violation: Tariff 15-C, Item 225 -



WAC 480-15-490(3) / Tariff 15-C, Item 225, 2 counts, for unauthorized charges listed on the bill of lading. Item 225 sets forth the allowable rates for boxes and other packing materials. It does not include (1) tape or (2) paper. You are not allowed to bill customers for materials not expressly authorized by Tariff 15-C. Company notified of this violation.

\*\*\* 03/21/2012 03:08 PM Violation: Tariff 15-C, Item 230(7) -



WAC 480-15-490(3) / Tariff 15-C, Item 230(7), 1 count, for listing an unauthorized "two hour minimum charge" on bill of lading. You are required to bill charges according to the tariff. Tariff 15-C, Item 230(7) requires minimum charges for hourly rated moves, including a minimum of one hour for moves performed Monday through Friday between 8:00 a.m. and 5:00 p.m., and four hours for moves performed on a Saturday or Sunday at the customer's request. You are not permitted to charge a two-hour minimum under any circumstances.

Company advised of this violation.

\*\*\* 03/21/2012 03:13 PM Violation: Tariff 15-C, Item 230(2) -



WAC 480-15-490(3) / Tariff 15-C, Item 230(2), 1 count, for failing to accurately bill travel time. Time must be billed in 15 minute increments. You billed 40 minutes of travel time on each of the two bills of lading provided. The first was billed for \$52.66, and the second for \$52.33. Your rate is \$74 per hour. Travel time should have been billed at 45 minutes for a total of \$55.50.  
Company advised of this violation.

\*\*\* 03/21/2012 03:15 PM Violation: 480-15-390(1) -



WAC 480-15-390(1), 2 counts, for use of non-permitted trade names, (1) "IronMan Movers" and (2) "Iron Man Movers & Storage, Inc." on the bill of lading and your website. All carriers "must conduct operations under the exact name shown on its household goods permit. If a carrier does business under a trade or assumed name, that name must also appear on the permit." Eric Stewart d/b/a Ironman Moving Services is the only name under which your company is permitted to operate. You may use the name in its entirety, or the permitted d/b/a of "Ironman Moving Services." You have not registered any other trade names with the commission.  
Company informed of this violation.

\*\*\* 03/21/2012 03:21 PM Violation: 480-15-610(1) -



5 counts, for:  
(1) failing to include your commission-issued permit number on your business card.  
(2) failing to include your physical address on file with the commission in your advertisement. The [1 count] advertisement and [1 count] business card provided by the customer displays an address of 4215 Britton Road, Bellingham. The address on file with the commission is 1495 Lahti Drive, Bellingham. If your address has changed, it is your responsibility to update that information with the commission.  
(3) advertising under a non-permitted trade name. You are only authorized to advertise using your name exactly as it is recorded at the commission. Again, you are not permitted to use the trade name "IronMan Movers," as displayed on the [1 count] advertisement and your [1 count] business card.  
Company informed of this violation.

\*\*\* 03/21/2012 03:41 PM Violation: 480-15-610(6) -



1 count, for advertising services or rates that conflict with those in the tariff. Your advertisement reads "free use of boxes." Tariff 15-C permits only the free use of wardrobe boxes, not boxes generally, and that must be specified in your advertisement.  
Company informed of this violation.

\*\*\* 03/21/2012 03:42 PM Violation: 480-15-610(2) -



1 count, for false or misleading advertising. Your ad states that you have been in business for 18 years. Ironman Moving Services has held a permit with the commission to transport household goods for 10 years, not 18.  
Company advised of this violation.

\*\*\* 03/21/2012 03:51 PM Violation: 480-15-800(1) -



1 count, for failing to provide the customer with all information and forms necessary to file a complaint or claim. On 3/12/12 staff requested company verification and the company failed to respond.  
Company advised of this violation.

\*\*\* 03/21/2012 03:56 PM Violation: 480-15-810(1) -



2 counts, for (1) failing to notify the customer, in writing, within 10 business days that it has received the claim or complaint and (2) advise the customer of the availability of the commission for further review by providing the commission's toll-free number and mailing address: 1-800-562-6150; P.O.Box 47250,

Olympia, Washington 98504-7250. On 3/12/12 staff requested company verification and the company failed to respond.  
Company advised of this violation.

\*\*\* 03/21/2012 04:01 PM Violation: 480-15-810(3) -



1 count, for failing to advise the customer of the resolution of the complaint or claim in writing. On 3/12/12 staff requested company verification and the company failed to respond.  
Company advised of this violation.

\*\*\* 03/21/2012 04:04 PM Violation: 480-15-810(4) -



1 count, for failing to pay the claim, refuse the claim, or make a compromise offer to the customer within 90 days. On 3/12/12 staff requested company verification and the company failed to respond.  
Company advised of this violation.

\*\*\* 03/21/2012 04:07 PM Violation: 480-15-810(4)(a) -



2 counts, the customer's move took place on 11/02/11, and the loss or damage claim has not been resolved with the customer in over 90 days. The company must, (1) for each thirty-day period thereafter until the claim is settled, inform the customer, in writing, of the reason it failed to resolve the claim or clearly state its final offer or denial and close the claim and (2) advise the customer of the availability of the commission for further review by providing the commission's toll-free number and mailing address: 1-800-562-6150; P.O.Box 47250, Olympia, Washington 98504-7250. On 3/12/12 staff requested company verification and the company failed to respond.  
Company advised of this violation.

\*\*\* 03/21/2012 04:33 PM Violation: 480-15-810(4)(b) -



1 count, for failing to maintain a copy of the written correspondence required in (a) of this sub-section in the complaint or claim file for three years, as directed by WAC 480-15-830.  
Company advised of this violation.

\*\*\* 03/22/2012 08:38 AM Email: Shutter, Dennis (UTC) >> 'ironmanmovers@comcast.net'



Good morning Kelly, I have completed my investigation and this complaint is now closed. The disposition in this complaint is consumer upheld.

On 3/12/12 staff requested Iron Man verify it responded to the customer's complaint and damages claim according to commission rule. Iron Man failed to respond as required by commission rule.

I am recording 3 violations of WAC 480-15-890(1) for failing to respond to commission staff regarding a customer's complaint in a timely manner. Company response was due not later than 5:00pm on 3/19/12.

I am recording 1 violation of WAC 480-15-630 for failing to issue an estimate to this customer containing all of the elements required by the commission-published tariff based on a visual inspection of the customer's goods prior to the move.

I am recording 1 violation of WAC 480-15-630(7) / Tariff 15-C, Item 85(2)(a) for failing to list the company's fax number upon the company's estimate sheet.

I am recording 1 violation of WAC 480-15-630(7) / Tariff 15-C, Item 85(2)(c) 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.

I am recording 1 violation of WAC 480-15-630(7) / Tariff 15-C, Item 85(2)(g) 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.

I am recording 1 violation of WAC 480-15-630(7) / Tariff 15-C, Item 85(2)(l) for failing to include a section for recording any third-party or accessorial services to be provided upon the company's estimate sheet.

I am recording 1 violation of WAC 480-15-630(7) / Tariff 15-C, Item 85(2)(m) for failing to include a complete valuation section for charges for loss or damage protection coverage (valuation) upon the company's estimate sheet.

I am recording 1 violation of WAC 480-15-630(7) / Tariff 15-C, Item 85(2)(q)(ii, iii, and iv) for failing to list the correct terms and conditions upon the company's estimate sheet regarding the release of shipment and payment.

I am recording 1 violation of WAC 480-15-630(7) / Tariff 15-C, Item 85(2)(r) for failing to list the forms of payment the carrier will accept, including any terms or conditions that apply to the method of payment, such as interest rates charged for credit plans on the estimate sheet.

I am recording 1 violation of WAC 480-15-630(7) / Tariff 15-C, Item 85(2)(s) for failing to include a space for the customer's signature and the date signed on the estimate sheet.

I am recording 3 violations of WAC 480-15-710(3) / Tariff 15-C, Item 95(1) for failing to ensure the company representative (1) signed and (2) dated, and the customer (3) dated the bill of lading.

I am recording 4 violations of WAC 480-15-710(3) / Tariff 15-C, Item 95(1)(a) for failing to list (1) the company's website ([www.ironmanmoversbellingham.com](http://www.ironmanmoversbellingham.com)), (2) fax number, (3) household goods permit number, and (4) correct address on the bill of lading

I am recording 1 violation of WAC 480-15-710(3) / Tariff 15-C, Item 95(1)(g) for failing to include a section on the bill of lading for declaring the length of time and location at which the customer wishes property to be stored.

I am recording 1 violation of WAC 480-15-710(3) / Tariff 15-C, Item 95(1)(h) for failing to include a section on the bill of lading to indicate whether the associated estimate is binding or non-binding.

I am recording 1 violation of WAC 480-15-710(3) / Tariff 15-C, Item 95(1)(i) for failing to include a statement on the bill of lading on the bill of lading that the carrier must release the shipment to a customer on payment of no more than 110 percent of the estimated charges when the carrier uses a non-binding estimate.

I am recording 1 violation of WAC 480-15-710(3) / Tariff 15-C, Item 95(1)(k) for failing to list the correct valuation language on the bill of lading.

I am recording 1 violation of WAC 480-15-710(3) / Tariff 15-C, Item 95(1)(m) for failing to record on the bill of lading the time the carrier leaves the terminal and the time it returns to the terminal or is released to another carrier.

I am recording 4 violations of WAC 480-15-710(3) / Tariff 15-C, Item 95(1)(n) for failing to include on the bill of lading the amount and type of every charge assessed as a separate line item.

(1) You recorded an hourly rate for each move, but provided no information regarding how that rate was calculated (i.e. number of personnel and number of vehicles used). Staff, therefore, has no way of determining whether the company's rates comply with Tariff 15-C.

(2) You recorded a \$30.00 for "box." Staff has no way of determining whether this charge complies with Tariff 15-C.

(3) You recorded charges for 42 "medium" boxes. Tariff 15-C, Item 225 does not set forth a rate for "medium" boxes. Staff has no way of determining whether this charge complies with Tariff 15-C.

(4) You recorded charges for 10 "small" boxes. Tariff 15-C, Item 225 does not set forth a rate for "small" boxes. Staff has no way of determining whether this charge complies with Tariff 15-C.

I am recording 1 violation of WAC 480-15-710(3) / Tariff 15-C, Item 95(2) for failing to include contract terms and conditions on the back of the bill of lading.

I am recording 1 violation of WAC 480-15-800(2) for impermissible language on the bill of lading, as follows: "It is the sole responsibility of the shipper at the time of loading and delivery to acknowledge in writing on the bill of lading and/or the "Household Goods Inventory" any property damage to residence at origin or destination. Otherwise, Iron Man Movers & Storage, Inc. will not be responsible for any damages." And, above the signature section, "No damage to items or residence." Under WAC 480-15-800, a customer has nine months to file any and all damage claims from the date of delivery. You may not circumvent this rule with contradictory language.

I am recording 1 violation of WAC 480-15-490(3) / Tariff 15-C, Item 225 for impermissible language on the bill of lading regarding a "box loaning program." The language on the company's bill of lading reads as follows: "If you are using our box loaning program, boxes must be returned to Iron Man Movers emptied, flattened, and in good condition within 10 days of your move in order to receive your deposit back. Allow one to two weeks for the boxes to be inventoried and the refund processed." Tariff 15-C, Item 225 sets charges for containers, and does not permit containers to be rented or loaned.

I am recording 2 violations of WAC 480-15-490(3) / Tariff 15-C, Item 225 for unauthorized charges listed on the bill of lading. Item 225 sets forth the allowable rates for boxes and other packing materials. It does not include (1) tape or (2) paper. You are not allowed to bill customers for materials not expressly authorized by Tariff 15-C.

I am recording 1 violation of WAC 480-15-490(3) / Tariff 15-C, Item 230(7) for listing an unauthorized "two hour minimum charge" on bill of lading. You are required to bill charges according to the tariff. Tariff 15-C, Item 230(7) requires minimum charges for hourly rated moves, including a minimum of one hour for moves performed Monday through Friday between 8:00 a.m. and 5:00 p.m., and four hours for moves performed on a Saturday or Sunday at the customer's request. You are not permitted to charge a two-hour minimum under any circumstances.

I am recording 1 violation of WAC 480-15-490(3) / Tariff 15-C, Item 230(2) for failing to accurately bill travel time. Time must be billed in 15 minute increments. You billed 40 minutes of travel time on each of the two bills of lading provided. The first was billed for \$52.66, and the second for \$52.33. Your rate is \$74 per hour. Travel time should have been billed at 45 minutes for a total of \$55.50.

I am recording 2 violations of WAC 480-15-390(1) for use of non-permitted trade names, (1) "IronMan Movers" and (2) "Iron Man Movers & Storage, Inc." on the bill of lading and your website. All carriers "must conduct operations under the exact name shown on its household goods permit. If a carrier does business under a trade or assumed name, that name must also appear on the permit." Eric Stewart d/b/a Ironman Moving Services is the only name under which your company is permitted to operate. You may use the name in its entirety, or the permitted d/b/a of "Ironman Moving Services." You have not registered any other trade names with the commission.

I am recording 5 violations of WAC 480-15-610(1) for:

(1) failing to include your commission-issued permit number on your business card.

(2) failing to include your physical address on file with the commission in your advertisement. The [1 count] advertisement and [1 count] business card provided by the customer displays an address of 4215 Britton Road, Bellingham. The address on file with the commission is 1495 Lahti Drive, Bellingham. If your address has changed, it is your responsibility to update that information

with the commission.

(3) advertising under a non-permitted trade name. You are only authorized to advertise using your name exactly as it is recorded at the commission. Again, you are not permitted to use the trade name "IronMan Movers," as displayed on the [1 count] advertisement and your [1 count] business card.

I am recording 1 violation of WAC 480-15-610(6) for advertising services or rates that conflict with those in the tariff. Your advertisement reads "free use of boxes." Tariff 15-C permits only the free use of wardrobe boxes, not boxes generally, and that must be specified in your advertisement.

I am recording 1 violation of WAC 480-15-610(2) for false or misleading advertising. Your ad states that you have been in business for 18 years.

Ironman Moving Services has held a permit with the commission to transport household goods for 10 years, not 18.

I am recording 1 violation of WAC 480-15-800(1) for failing to provide the customer with all information and forms necessary to file a complaint or claim.

On 3/12/12 staff requested company verification and the company failed to respond.

I am recording 2 violations of WAC 480-15-810(1) for (1) failing to notify the customer, in writing, within 10 business days that it has received the claim or complaint and (2) advise the customer of the availability of the commission for further review by providing the commission's toll-free number and mailing address: 1-800-562-6150; P.O. Box 47250, Olympia, Washington 98504-7250. On 3/12/12 staff requested company verification and the company failed to respond.

I am recording 1 violation of WAC 480-15-810(3) for failing to advise the customer of the resolution of the complaint or claim in writing. On 3/12/12 staff requested company verification and the company failed to respond.

I am recording 1 violation of WAC 480-15-810(4) for failing to pay the claim, refuse the claim, or make a compromise offer to the customer within 90 days. On 3/12/12 staff requested company verification and the company failed to respond.

I am recording 2 violations of WAC 480-15-810(4)(a). The customer's move took place on 11/02/11, and the loss or damage claim has not been resolved with the customer in over 90 days. The company must, (1) for each thirty-day period thereafter until the claim is settled, inform the customer, in writing, of the reason it failed to resolve the claim or clearly state its final offer or denial and close the claim and (2) advise the customer of the availability of the commission for further review by providing the commission's toll-free number and mailing address: 1-800-562-6150; P.O.Box 47250, Olympia, Washington 98504-7250. On 3/12/12 staff requested company verification and the company failed to respond.

I am also recording 1 violation of WAC 480-15-810(4)(b) for failing to maintain a copy of the written correspondence required in (a) of this sub-section in the complaint or claim file for three years, as directed by WAC 480-15-830.

NOTE: Iron Man may access the commission's HYPERLINK

"<http://www.utc.wa.gov/regulatedIndustries/transportation/householdGoods/Pages/default.aspx>" website and print copies of bills of lading, estimates, consumer brochures, cube sheets and other pertinent and required documents. You may then add the company's information (registered company name, HG #, correct address, etc.) to the sheets.

Ensure Iron Man revises its documents and business practices for all future moves. Comply with the commission's rule requirements listed above.

Please note that the Consumer Protection Section has an internal quality review program and all closed complaints are subject to possible review and/or re-opening. Thank you.

\*\*\* 03/22/2012 08:52 AM Phone: Dennis Shutler >> customer



I called the customer and said Ironman failed to respond to her complaint and damage claim as required by commission rule (to both she and myself). I said the hourly rate charged for her relocation is within the rate band. I said Iron Man is not in compliance with the commission's advertising, billing, estimates, complaint or damage claim rules. I apologized that I was unable to resolve her complaint with repairs to her sofa. I said it would be a civil matter if she chose to pursue compensation for the costs for the repairs. I said she may still file a complaint with the Better Business Bureau. I said Iron Man provided a claims register which shows the company called her about her damages claim, which the customer stated she has not received any type of contact from Iron Man. Customer requested the text of her complaint, I promised to e-mail it to her. I told the customer I have closed her complaint.

\*\*\* 03/22/2012 09:12 AM Email: Dennis Shutler >> Wallis Ann Strauch



Good morning Wallis Ann, As promised, here is the text of my investigation into your complaint. Thank you.

\*\*\* 03/23/2012 12:18 PM Email: Shutler, Dennis (UTC) << ironmanmovers@comcast.net



Dennis - Your email is extremely upsetting - but I now understand I have a lot of work to do. I will keep your emails as a reference for future damage claims and I am currently in the process of putting all of our information on the documents provided by the DOT so we are sure to be in compliance. We have updated one of the current phone book listings recently and we are reviewing our policies and procedures for changes as well. Though we have been in business many years, we are planning to attend one of the training sessions in the Fall. Have a wonderful weekend,

\*\*\* 03/24/2012 08:21 PM Email: Shutler, Dennis (UTC) << customer



Dennis: This was quite a "file" on Ironman. I am not surprised that they have outright lied about ever getting in touch with me or having the courtesy of responding to my 2 notes to them. WoW! I am so surprised that they were not in compliance with Washington rules and reg for running a business. I fully intend to put in a complaint against them with BBB and thank you for sending me all the backup you did. Many thanks for your help. Wallis Ann

\*\*\* 03/29/2012 12:36 PM Email: Shutler, Dennis (UTC) << customer



Dennis: Today I filed my BBB complaint....thanks again so much for your help.

\*\*\* 03/30/2012 05:32 PM Email: Shutler, Dennis (UTC) << ironmanmovers@comcast.net



Hello Dennis - I'm trying to print off the forms on the DOT website - such as the Bill of Lading, and for the life of me I can't get the entire document to print out. The beginning of it is cut off as well as half of item C section 5, and the remainder of the document. I'm not sure if you are the one to help me but I would like to put our Iron Man info on your documents so we're sure to be in compliance. I would like to get these off to our printer asap. Can you see if it prints out completely for you..... or connect me to someone that can assist me - I admit it, I'm not very computer savvy! Have a good weekend, Kelly - Iron Man Movers

\*\*\* 04/09/2012 07:37 AM Email: Shutler, Dennis (UTC) >> 'ironmanmovers@comcast.net'



Good morning Kelly, Please contact out Records Center at 360-664-1234 and they can print and send you clear copies to take to your printer. Thank you.

\*\*\* 04/09/2012 03:47 PM Email: Shutler, Dennis (UTC) << ironmanmovers@comcast.net



Thank you - Kelly

\*\*\* 04/10/2012 09:49 AM Action: Michelle Shepler



Attached Survey





4215A Britton Road  
Bellingham, WA 98226  
(360) 733-1023

**WORK ORDER / INVOICE**

05336

**Iron Man Movers & Storage, Inc.**

DATE OF MOVE <i>Wickman 11-2-11</i>	EMAIL <i>thehub@2eyatra.com</i>
CLIENT'S NAME <i>Walter Strauch</i>	BUSINESS
TIME TO ARRIVE <i>9:00</i>	STORAGE
Tel. # <i>(360) 366-2685</i>	LEVELS

START ADDRESS <i>2620 H. St. Blaine, WA</i>	DIRECTIONS
DESTINATION <i>835 Mitchell #13 Blaine, WA</i>	DIRECTIONS

SPECIAL INSTRUCTIONS  
*See attached estimate*

START TIME: <i>12:30</i>	STOP TIME: <i>4:30</i>	TOTAL BREAKS: <i>0</i>	TOTAL HOURS: <i>4</i>	RATE (2 Hour Minimum) <i>74.00/hr</i>	\$ <i>296.00</i>
<p>Iron Man Movers &amp; Storage, Inc. cannot be held responsible for items left at the residence after loading. It is your responsibility to make sure that nothing is left behind. Please make sure that you check your closets, cabinets, attic, basement, garage and outside areas before the driver leaves origin. It is the sole responsibility of the shipper at the time of loading and delivery to acknowledge in writing on the bill of lading and/or the "Household Goods Inventory" any property damage to residence at origin or destination. Otherwise, Iron Man Movers &amp; Storage, Inc. will not be responsible for any damages.</p> <p>Insurance:  <input checked="" type="checkbox"/> Option 1: Coverage at .60 per pound for each damaged item. This coverage is free of charge. X <i>VAS</i>  <input type="checkbox"/> Option 2: Repair/Replacement coverage \$ _____ for every \$1,000 in coverage (with a \$300 deductible) up to a maximum of \$25,000 in coverage. Option 2 Amount Purchased \$ _____</p> <p>Do not ship bank bills, coins/currency, securities, deeds, notes, drafts, valuable papers, jewelry, postage/revenue stamps, stamp collections, precious stones/metals. These items, as well as furniture/items made of pressboard (particle board or similar press material), glass, mirrors are not covered by any insurance option.</p> <p>Option 2 does not apply to antiques, fine art, painting, statuary and similar articles, which by their inherent nature cannot be replaced with new articles - or articles whose age and history contributes substantially to their value. This includes but is not limited to: memorabilia, souvenirs, and collector's items. Iron Man Movers &amp; Storage, Inc. will not be held responsible in any way for any damages when another party did the loading of a rental truck, container, or storage unit, etc. and Iron Man Movers did the offload. Likewise we will not be held responsible if Iron Man Movers &amp; Storage, Inc. does the loading and another party unloads the rental truck, container, or storage unit.</p> <p><input type="checkbox"/> Boxes: If you are using our box loaning program, boxes must be returned to Iron Man Movers emptied, flattened, and in good condition within 10 days of your move in order to receive your deposit back. Allow one to two weeks for the boxes to be inventoried and the refund processed.</p> <p><input type="checkbox"/> Storage: If you are going to store your items in our storage facility, a separate contract detailing our terms and conditions will be provided to you.</p>				DEPOT TRAVEL <i>40 min</i>	\$ <i>52.66</i>
<p>No damage to items or residence. <i>Paid 800 in advance to add to next bill</i></p>				PACKING SUPPLIES	\$ <i>348.66</i>
SIGNATURE X <i>[Signature]</i>				SENT	USED
<input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER				WARDROBE	
<input checked="" type="checkbox"/> CASH <input type="checkbox"/> CHECK <i>OK - 11</i>				DISHPACKS	
				LARGE	
				MEDIUM @ <i>4.00 ea.</i>	\$ <i>168.00</i>
				SMALL @ <i>3.00 ea.</i>	\$ <i>30.00</i>
				OTHER <i>3.50 ea.</i>	\$ <i>700.00</i>
				Box <i>30.00</i>	\$ <i>45.00</i>
				Paper <i>15.00</i>	
				TOTAL	\$ <i>598.66</i>



4215A Britton Road  
Bellingham, WA 98226  
(360) 733-1023

*(360) 332-5649*

**WORK ORDER / INVOICE**

05421

**Iron Man Movers & Storage, Inc.**

DATE OF MOVE <i>Wednesday 11-2-11</i>	EMAIL
CLIENT'S NAME <i>Wallie Strauch</i>	BUSINESS
TIME TO ARRIVE <i>10:00</i>	STORAGE
Tel. # <i>(360) 366-2685</i>	LEVELS

START ADDRESS <i>2620 H. St. Rd. Blaine, WA</i>	DIRECTIONS
DESTINATION <i>835 Mitchell #B Blaine, WA</i>	DIRECTIONS

SPECIAL INSTRUCTIONS  
*\$800 paid in advance the day before 2010  
See estimate on account to subtract from today's bill.*

START TIME: <i>9:30</i>	STOP TIME: <i>5:55</i>	TOTAL BREAKS: <i>10</i>	TOTAL HOURS: <i>8 hrs 15</i>	RATE (2 Hour Minimum) <i>74.00/hr</i>	<i>9610.50</i>
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<p>Iron Man Movers &amp; Storage, Inc. cannot be held responsible for items left at the residence after loading. It is your responsibility to make sure that nothing is left behind. Please make sure that you check your closets, cabinets, attics, basement, garage and outside areas before the driver leaves origin. It is the sole responsibility of the shipper at the time of loading and delivery to acknowledge in writing on the bill of lading and/or the "Household Goods Inventory" any property damage to residence at origin or destination. Otherwise, Iron Man Movers &amp; Storage, Inc. will not be responsible for any damages.</p> <p>Insurance:  <input checked="" type="checkbox"/> Option 1: Coverage at .80 per pound for each damaged item. This coverage is free of charge. X <i>VB</i>  <input type="checkbox"/> Option 2: Repair/Replacement coverage \$_____ for every \$1,000 in coverage (with a \$300 deductible) up to a maximum of \$25,000 in coverage. Option 2 Amount Purchased \$_____</p> <p>Do not ship bank bills, coins/currency, securities, deeds, notes, drafts, valuable papers, jewelry, postage/venue stamps, stamp collections, precious stones/metals. These items, as well as furniture/items made of pressboard (particle board or similar press material), glass, mirrors are not covered by any insurance option.</p> <p>Option 2 does not apply to antiques, fine art, painting, statuary and similar articles, which by their inherent nature cannot be replaced with new articles - or articles whose age and history contributes substantially to their value. This includes but is not limited to: memorabilia, souvenirs, and collector's items. Iron Man Movers &amp; Storage, Inc. will not be held responsible in any way for any damages when another party did the loading of a rental truck, container, or storage unit, etc. and Iron Man Movers did the offload. Likewise we will not be held responsible if Iron Man Movers &amp; Storage, Inc. does the loading and another party unloads the rental truck, container, or storage unit.</p> <p><input type="checkbox"/> Boxes: If you are using our box loaning program, boxes must be returned to Iron Man Movers emptied, flattened, and in good condition within 10 days of your move in order to receive your deposit back. Allow one to two weeks for the boxes to be inventoried and the refund processed.</p> <p><input type="checkbox"/> Storage: If you are going to store your items in our storage facility, a separate contract detailing our terms and conditions will be provided to you.</p> <p><b>No damage to items or residence.</b></p>	DEPOT TRAVEL <i>40 min</i>	<i>50.33</i>	
	PACKING SUPPLIES		
	SENT	USED	
	WARDROBE		
	DISHPACKS		
	LARGE		
	MEDIUM		
	SMALL		
	OTHER		<i>\$662.83</i>
			<i>-200.00</i>
TOTAL		<i>9461.83</i>	

SIGNATURE *W.D.*

- VISA
- MASTERCARD
- DISCOVER
- CASH
- CHECK



**IRON MAN MOVERS & STORAGE**

4215 Britton Road  
Bellingham WA 982  
360-733-1023

ironmanmovers@comcast.net

**HOUSEHOLD GOODS NON-BINDING ESTIMATE**

IF Iron man packs it'll be an additional 6 hours added to estimate.

Customer: Wally Strauch

Moving from: 2620 H. St Blaine WA

Moving to: 835 Mitchell #13 Blaine WA

Moving date requested 11-2-11

Packing date requested TBD

**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: 1) A household goods carrier may not charge more than 25% above its written non-binding estimate for time charges for a local hourly rated move. 2) A household goods carrier may not charge more than 15% above your written non-binding estimate for a long-distance rated move unless the household goods carrier prepares and you sign a supplemental estimate.

Estimated Cost of Service:

\*Please see itemized lists of supplies & goods to be moved.

<u>2</u> Movers	<u>1</u> Trucks	<u>8</u> Hours	CASH RATE <u>74.00/hr</u> Rate	<u>592.00</u> Subtotal
Storage <u>X</u>	Bridge or Ferry tolls <u>X</u>	Boxes <u>TBD</u>	Supplies <u>TBD</u>	

Estimated Total Costs: 592.00

Credit card rate 79.00/hr

Packing to be done by Iron man movers is in addition to this estimate at the hourly rate.

Paid 200 on account 11-1-11

Patrick Fisher

Estimator's Signature: [Signature]

Date: 10-15-11

*Their business card sent*



**IRON MAN MOVERS  
& STORAGE, INC.**  
**(360) 733-1023**  
Low Rates • Residential • Commercial  
Eric and Kelly Stewart  
Owners

Licensed & Insured

## APPENDIX C



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 29, 2012

Eric Stewart  
d/b/a Ironman Moving Services  
1495 Lahti Dr.  
Bellingham, WA 98226

**RE: Data Request**

Dear Mr. Stewart:

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

As part of a follow-up 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 April 1, 2011, through July 31, 2011, 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 April 1, 2011, through July 31, 2011, and including all documents related to each complaint and claim.

Eric Stewart d/b/a Ironman Moving Services  
February 29, 2012  
Page 2

You are required to furnish the above requested documents to commission staff by no later than 5:00 p.m. on March 7, 2012. 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](mailto:rpearson@utc.wa.gov).

Sincerely,



David W. Danner  
Executive Director and Secretary

APPENDIX D



**IRONMAN MOVERS & STORAGE, INC.**

4215 Britton Road - Bellingham WA 98226  
360-733-1023

ironmanmovers@comcast.net



Estimate for:  Binding Estimate  Non-Binding Estimate

Customer: Allain Zarlaanen Phone: 360-393-7818  
 Moving from: 1217 Commercial St. 501 2nd Fl Moving to: 512 Arja Ave. Okan 98216  
 Moving date requested: 6-19-11 Packing date requested: \_\_\_\_\_

**IMPORTANT NOTICE:** A non-binding estimate covers only the articles listed. If it is not binding, the cost of the move may exceed the estimate. If you request additional services to complete the move or add articles to the inventory, 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. A household goods carrier may not charge more than twenty-five percent above its written non-binding estimate unless the household goods carrier prepares and you sign a supplemental estimate.

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 supplement 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. In no case will I be required to pay more than 125% of the estimate, plus any supplemental. (The 125% does not include any finance-related charges the carrier may assess for extending credit, such as interest or late payment fees.)

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

- Basic value protection** I release this shipment to a value of 60 cents per pound per article at no cost to me. This means I will be paid 60 cents per pound for the net weight of the lost or damaged item regardless of the actual value of the item.
- Replacement Cost coverage with deductible** which includes a \$300.00 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 the net weight of the shipment.

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

**ESTIMATED COSTS OF SERVICES**

HOURLY RATED SHIPMENTS (55 miles or less) 14 Hours 1 Van(s) 2 Workers @ 74.00 per hour

MILEAGE RATED SHIPMENTS (56 miles or more) \_\_\_\_\_ Miles \_\_\_\_\_ Pounds @ \_\_\_\_\_ per pound

TOTAL CHARGES: \$ 1036.00 (We accept VISA, MASTER, DISCOVER cards or CASH)

APPENDIX E

www.ironmanmoversbellingham.com

HG11862

WORK ORDER / INVOICE



d/b/a Iron Man Movers & Storage, Inc.

DATE OF MOVE <i>6-18-11</i>	EMAIL <i>Ironmanmoversbellingham.com</i>
CLIENT'S NAME <i>Debiee, Doreen</i>	BUSINESS
TIME TO ARRIVE <i>12:00</i>	STORAGE
Tel. # <i>(360) 920-1446</i>	LEVELS

START ADDRESS <i>286 E. Barrett Rd. Bellingham, WA Lynden, WA 98264</i>	DIRECTIONS
DESTINATION <i>6952 Fingertown Club Ln. Ferndale, WA 98248</i>	DIRECTIONS

SPECIAL INSTRUCTIONS  
*Household furniture and goods*

START TIME <i>9:50</i>	STOP TIME <i>5:30</i>	TOTAL BREAKS <i>10:00</i>	TOTAL HOURS <i>10:10</i>	DATE & Hour (Minimum) <i>7/9/11 11:00</i>	<i>113.17</i>
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Iron Man Movers & Storage, Inc. cannot be held responsible for items left at the residence after loading. It is your responsibility to make sure that nothing is left behind. Please make sure that you check your closets, cabinets, attics, basement, garage and outside areas before the driver leaves origin. It is the sole responsibility of the shipper at the time of loading and delivery to acknowledge in writing on the bill of lading and/or the "Household Goods Inventory" any property damage to residence at origin or destination. Otherwise, Iron Man Movers & Storage, Inc. will not be responsible for any damages.

Insurance:  
 Option 1: Coverage at .60 per pound for each damaged item. This coverage is free of charge. *X*  
 Option 2: Repair/Replacement coverage \$\_\_\_\_\_ for every \$1,000 in coverage (with a \$300 deductible) up to a max of \$25,000 in coverage. Option 2 Amount Purchased \$\_\_\_\_\_  
 Do not stamp art: bills, coins/currency, securities, deeds, notes, drafts, valuable papers, jewelry, postage/revenue collections, precious stones/metals. These items, as well as furniture/items made of plywood or similar press material, glass, mirrors are not covered by any insurance option.  
 - not apply to antiques, fine art, painting, statuary and similar articles, which by their inherent nature are not limited to memorabilia, souvenirs, and collector's items. Iron Man Movers & Storage, Inc. will not be responsible in any way for any damages when another party did the loading of a rental truck, container, or etc. etc. and Iron Man Movers did the offload. Likewise we will not be held responsible if Iron Man Movers & Storage, Inc. does the loading and another party unloads the rental truck, container, or storage unit.  
 - Note: If you are using our box leasing program, boxes must be returned to Iron Man Movers in good condition within 10 days of your move in order to receive your deposit back. Allow one to two weeks for boxes to be inventoried and the refund processed.  
 Storage: If you are going to store your items in our storage facility, a separate contract detailing our terms and conditions will be provided to you.

**No damage to items or residence.**

SIGNATURE  
*X*

DEPOT TRAVEL <i>30 min</i>		<i>31.50</i>
PACKING SUPPLIES		
SENT	USED	
WARDROBE		
DISHPACKS		
LARGE		
MEDIUM		
SMALL		
OTHER		
		TOTAL <i>113.67</i>

VISA     CASH  
 MASTERCARD     CHECK *ok please*  
 DISCOVER     DLI

WORKER <i>Chris / Don</i>	DEPART DEPOT <i>9:50</i>	ARRIVE DEPOT <i>9:12</i>	BREAKS OFF INVOICE <i>15 min. gps</i>
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*Intentional Get Fuel*      *Cash Box*



## APPENDIX F

The screenshot shows a web browser window with the address bar displaying <http://www.ironmanmoversbellingham.com/>. The page features a dark blue header with the Ironman Movers logo on the left, which depicts a superhero figure in a blue suit carrying a moving truck. To the right of the logo, a large blue banner contains the text "Moving? Call. 360-733-1023". On the far right of the header is a photograph of a smiling male mover wearing a blue cap and a white shirt, carrying a stack of cardboard boxes. Below the header, the page is divided into two columns. The left column is titled "Contact Information" and includes a phone icon with the number "360-733-1023", an email icon with the link "Click to email us", and a home icon with the link "Address / Get Directions". Below this is a map of Bellingham, WA, showing the location of the movers. The right column is titled "Bellingham, WA Movers" and "Ironman Movers", and contains a large black video player with a white play button in the center. The browser's status bar at the bottom shows "Done" and "Internet".

Movers Bellingham, WA ( Washington ) - Ironman Movers - Windows Internet Explorer


http://www.ironmanmoversbellingham.com/

File Edit View Favorites Tools Help

★ Favorites


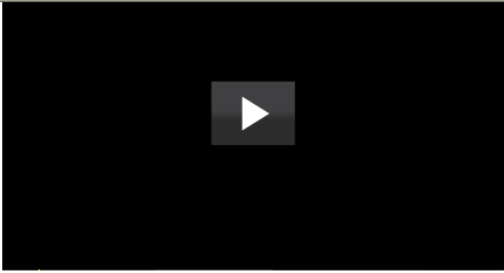
Movers Bellingham, WA ( Washington ) - Ironman Mov...

Address / Get Directions



**Ironman Movers**  
Bellingham, WA 98226

Methods of Payment:  
We accept cash

A local, family-owned and operated business for 18 years, Ironman Movers provides furniture moving services in the residential and commercial areas of Bellingham, WA. We provide great moving service with low prices.

**Our Moving Services Includes:**

- Packing service
- Free use of moving boxes

We provide discounts for senior citizens and veterans. Please call for a free estimate. You can ask details about our free use of moving boxes service.

**Call Ironman Movers at 360-733-1023.**

Movers Bellingham, WA ( Washington ) - Ironman Movers

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Done Internet 100%

**APPENDIX G**

<b>CUSTOMER NAME</b>	<b>NUMBER OF VIOLATIONS</b>	<b>TARIFF 15-C, ITEM 230 VIOLATIONS</b>
Ershig	1	<ul style="list-style-type: none"> <li>• 40 minutes travel time</li> </ul>
DeLysle	1	<ul style="list-style-type: none"> <li>• 20 minutes travel time</li> </ul>
Trueblood	1	<ul style="list-style-type: none"> <li>• Move recorded as 6 hours, 10 minutes</li> </ul>
Sandvig	1	<ul style="list-style-type: none"> <li>• 40 minutes travel time</li> </ul>
Frey	2	<ul style="list-style-type: none"> <li>• 40 minutes travel time</li> <li>• Move recorded as 6 hours, 25 minutes</li> </ul>
Clinard	2	<ul style="list-style-type: none"> <li>• 20 minutes travel time</li> <li>• Move recorded as 3 hours, 40 minutes</li> </ul>
Seholm	2	<ul style="list-style-type: none"> <li>• 20 minutes travel time</li> <li>• Move recorded as 2 hours, 20 minutes</li> </ul>
Bodtke	1	<ul style="list-style-type: none"> <li>• Move recorded as 3 hours, 55 minutes</li> </ul>
Shepard	1	<ul style="list-style-type: none"> <li>• Move recorded as 4 hours, 40 minutes</li> </ul>
Bringham	2	<ul style="list-style-type: none"> <li>• 20 minutes travel time</li> <li>• Move recorded as 8 hours, 35 minutes</li> </ul>
Armstrong	1	<ul style="list-style-type: none"> <li>• 20 minutes travel time</li> </ul>
Morgan	2	<ul style="list-style-type: none"> <li>• 20 minutes travel time</li> <li>• Saturday move recorded as 3 hours, 15 minutes</li> </ul>
Lawrence	1	<ul style="list-style-type: none"> <li>• Move recorded as 9 hours, 5 minutes</li> </ul>
Wacker	2	<ul style="list-style-type: none"> <li>• 20 minutes travel time</li> <li>• Move recorded as 11 hours, 40 minutes</li> </ul>
Oppenheimer	2	<ul style="list-style-type: none"> <li>• 20 minutes travel time</li> <li>• Move recorded as 11 hours, 40 minutes</li> </ul>
Roeder	1	<ul style="list-style-type: none"> <li>• 20 minutes travel time</li> </ul>
Mulryan	1	<ul style="list-style-type: none"> <li>• 40 minutes travel time</li> </ul>
Ebright	1	<ul style="list-style-type: none"> <li>• 20 minutes travel time</li> </ul>
McKendry	2	<ul style="list-style-type: none"> <li>• 20 minutes travel time</li> <li>• Move recorded as 7 hours, 10 minutes</li> </ul>
Parberry	2	<ul style="list-style-type: none"> <li>• 20 minutes travel time</li> <li>• Move recorded as 7 hours, 25 minutes</li> </ul>
James	2	<ul style="list-style-type: none"> <li>• 40 minutes travel time</li> <li>• Move recorded as 5 hours, 10 minutes</li> </ul>
Hochstetler	1	<ul style="list-style-type: none"> <li>• 20 minutes travel time</li> </ul>
Kitchen	1	<ul style="list-style-type: none"> <li>• 20 minutes travel time</li> </ul>
Might	2	<ul style="list-style-type: none"> <li>• 20 minutes travel time</li> <li>• Move recorded as 5 hours, 50 minutes</li> </ul>
Bringhurst	1	<ul style="list-style-type: none"> <li>• Move recorded as 10 hours, 10 minutes</li> </ul>
Hubbard	2	<ul style="list-style-type: none"> <li>• 20 minutes travel time</li> <li>• Move recorded as 4 hours, 55 minutes</li> </ul>

<b>CUSTOMER NAME</b>	<b>NUMBER OF VIOLATIONS</b>	<b>TARIFF 15-C, ITEM 230 VIOLATIONS</b>
Kitchen (second move)	3	<ul style="list-style-type: none"> <li>• 20 minutes travel time</li> <li>• Move recorded as 2 hours 58 minutes</li> <li>• Saturday move recorded as 2 hours, 58 minutes</li> </ul>
Lamb	2	<ul style="list-style-type: none"> <li>• 20 minutes travel time</li> <li>• Saturday move recorded as 3 hours, 30 minutes</li> </ul>
Blaney	3	<ul style="list-style-type: none"> <li>• 20 minutes travel time</li> <li>• Move recorded as 2 hours, 20 minutes</li> <li>• Saturday move recorded as 2 hours, 20 minutes</li> </ul>
Houser	3	<ul style="list-style-type: none"> <li>• 20 minutes travel time</li> <li>• Move recorded as 2 hours, 20 minutes</li> <li>• Saturday move recorded as 2 hours, 20 minutes</li> </ul>
Neeval	1	<ul style="list-style-type: none"> <li>• Move recorded as 3 hours, 40 minutes</li> </ul>