BEFORE THE WASHINGTON STATE UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of Determining the Proper)	DOCKET TV-160211
Carrier Classification of, and Complaint for)	ner bå ret ra smo su
Penalties against:)	
	-)	DECLARATION OF
JUSTIN JUNELL d/b/a RESCUE ME)	MEGAN BANKS
MOVERS)	* *

Megan Banks, under penalty of perjury under the laws of the State of Washington, declares as follows:

- I am employed by the Washington Utilities and Transportation Commission
 (Commission) as a Compliance Investigator in the Consumer Protection Section.
 As a Compliance Investigator, my responsibilities include conducting
 investigations regarding the business practices of regulated utility and
 transportation companies. As part of those duties, I investigate household goods
 carriers that may be operating without the required Commission permit.
- 2. I began an investigation into the activities of Rescue Me Movers in February 2015, after a colleague found an advertisement for the company on facebook.com. The advertisement provided a link to the company's website, www.rescuememovers.com, and linked to Justin Junell's personal facebook.com page, where he listed himself as the owner of Rescue Me Movers. The company's website, www.rescuememovers.com, provided a telephone number, (206) 455-4480.²
- 3. On February 26, 2015, I conducted a reverse search on www.westlaw.com for (206) 455-4480. The search produced a listing for Justin S. Junell at 923 S. 30th Pl., Renton, WA 98055-5031.³
- 4. On February 26, 2015, I called (206) 455-4480 requesting an estimate for a move from a one bedroom condo in Bellevue to a two bedroom apartment in Renton. The man who answered identified himself as "Justin," and confirmed that I had called "Rescue Me Movers." He told me that the move would likely take between three and five hours and that he charges \$120 an hour for two men and a truck.
- I reviewed Commission records related to Rescue Me Movers to determine whether the company held a household goods permit. According to Commission

¹ See Attachment A for the company's facebook.com page, which I printed on February 26, 2015.

² See Attachment B for the company's website, which I printed on February 26, 2015.

³ See Attachment C for www.westlaw.com cover page, which I printed on February 26, 2015.

- records, as of February 10, 2016, there is no record Justin Junell now (or ever) held a household goods permit.
- 6. On February 26, 2015, and again on January 25, 2016, I conducted a search of the Washington Department of Revenue's Business Licensing Services for "Rescue Me Movers." The search produced one record for Justin Scott Junell d/b/a Rescue Me Movers governed by Justin Scott Junell.⁴
- 7. On February 27, 2015, commission staff sent a compliance letter to Justin Junell at 923 S. 30th Pl., Renton, WA 98055, (1) outlining the licensing process for household goods movers, directing Justin Junell to (2) become licensed within a reasonable time, (3) cease unpermitted operations, and (4) outlining the consequences of operating as an unpermitted household goods mover in Washington State. Mr. Junell was required to respond or apply for a permit by March 13, 2015. Mr. Junell contacted me on March 3, 2015, and again on March 13, 2015, following his receipt of the compliance letter, to discuss commission rules.
- 8. On January 25, 2016, I found that the company's facebook.com page and website, www.rescuememovers.com, continued to be active. Both the company's facebook.com page and website provided the same telephone number, (206) 455-4480.⁵
- 9. On January 25, 2016, I sent a text message to (206) 445-4480 and requested an estimate for a move from a one bedroom apartment in Bellevue to a two bedroom apartment in Queen Anne. On the same day, I received a text message response from a man who identified himself as "Justin." "Justin" stated that the move would likely take four hours and he would either charge \$100 an hour for the movers or \$120 an hour for the movers and a truck.
- On February 10, 2016, I confirmed that no permit application had been submitted for "Justin Junell" or "Rescue Me Movers." A search for the company's website produced an active website, www.rescuememovers.com.⁶
- 11. On February 10, 2016, I sent a text message to (206) 455-4480 and requested an estimate for a move from a one bedroom apartment in Redmond to a three bedroom house in Renton. A man who identified himself as "Justin" responded by text message on the same day. "Justin" told me that the company was available to move me on February 22, 2016, and offered me two options. He told me the first option would save me \$30 an hour and that was if I rented a U-Haul. The second option was \$130 an hour for two men and a truck. He said he has a three hour minimum and there was also two \$40 drive fees for the drive there and

⁴ See Attachment D for the business license for Rescue Me Movers, which I printed on February 26, 2015, and again on January 25, 2016.

⁵ See Attachment E for the company's facebook.com page and website, which I printed on January 25, 2016. ⁶ See Attachment F for a copy of the company's website, www.rescuememovers.com, which I printed on February 10, 2016.

back. He offered to send me a generic contract by email. I asked why the contract did not include the truck fees and he stated it was just a generic and he would write up a specific contract for my move.⁷

DATED this 2 day of March, 2016, at Olympia, Washington.

MEGAN BANKS

⁷ See Attachment G for a copy of the email and generic contract provided by Justin Junell, which I printed on February 11, 2016.



https://www.facebook.com/rescuememovers

2/26/2015

Rescue ME Movers Page 2 of 4



https://www.facebook.com/rescuememovers

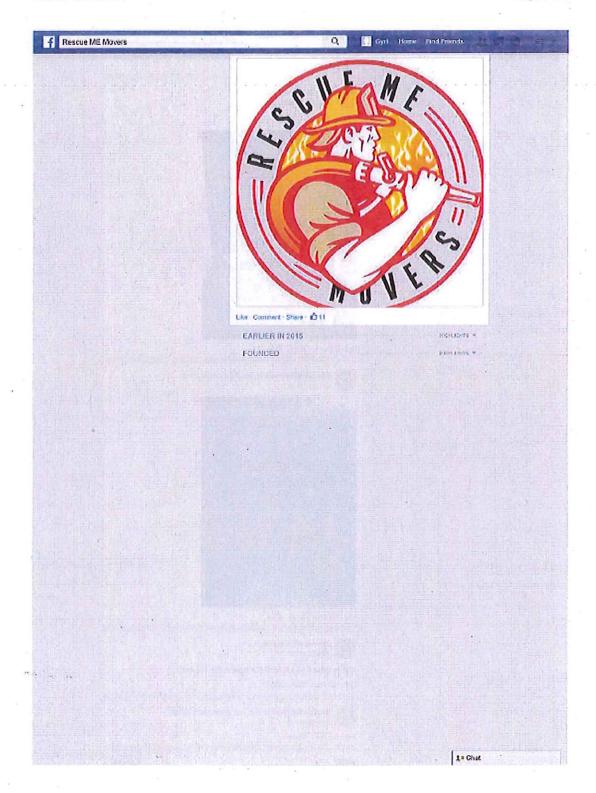
2/26/2015

Rescue ME Movers Page 3 of 4



https://www.facebook.com/rescuememovers

Rescue ME Movers Page 4 of 4



https://www.facebook.com/rescuernemovers



NO JOB TOO BIG OR SMALL.

Call us today and find out just how easy your next move can be! Our dedicated team of off-duty Emergency Services professionals will take care of all the hard work for you.



Rescue Me Movers Page 2 of 2

CALL THE GUYS YOU KNOW YOU CAN TRUST CALL RESCUE ME MOVERS

All of our movers are full-time or part-time

FIREFIGHTERS, EMT's & FIRST RESPONDERS

Call us today. You'll be glad you did!

CALL US TO GET MOVIN' (206) 455-4480





https://a.next.westlaw.com/PeopleMap/P1_MjY5MjEzODk5/Landing.html?slartIndex=1&rank=1&se... 2/26/2015

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Search Business Licenses

License Information:

Entity Name: JUSTIN SCOTT JUNELL Business Name: RESCUE ME MOVERS License Type: Washington State Business
Entity Type: Sole Proprietor
UBI: 603409703 - Business ID:001 - Lacotion ID:0001

Status: To check the status of this business, go to Department of Revenue.

Location Address: 923 S 30TH PL RENTON, WA, 98055-5031

Malling Address: 923 S 30TH PL RENTON, WA, 98055-5031

HARACTE AND ADDRESS OF THE PARTY OF THE PARTY.	Status	Expires	First Issued
Registered Trade Names:			00100/0014
RESCUE ME MOVERS	Activa	N/A	06/09/2014
Governing People:	de provincia de la composição		
JUSTIN SCOTT JUNELL			

Information Current as of 02/26/2015 6:41AM Pacific Time

New Search

This site is limited to searching for business licenses issued through the Washington State Business Ucensing Service.

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http://bls.dor.wa.gov/LicenseSearch/lqsLicenseDetail.aspx?RefID=2314324

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Search Business Licenses

License Information:

Entity Name: JUSTIA SCOTT JUNELL Business Name: RESCUE ME MOVERS License Type: Washington State Business

Entity Type: Sole Proprietor

UBI: 603409703 Business ID:001 Location ID:0001

Status: To check the status of this business, go to <u>Department of Revenue</u>.

Location Address: 923 S 30TH PL RENTON, WA, 98055-5031

Mailing Address: 923 S 30TH PL RENTON, WA, 98055-5031

ROSER MERCENNICATE OF STREET Status Expires First Issued Registered Trade Names: 06/09/2014 Active JUSTIN RESCUE ME MOVERS

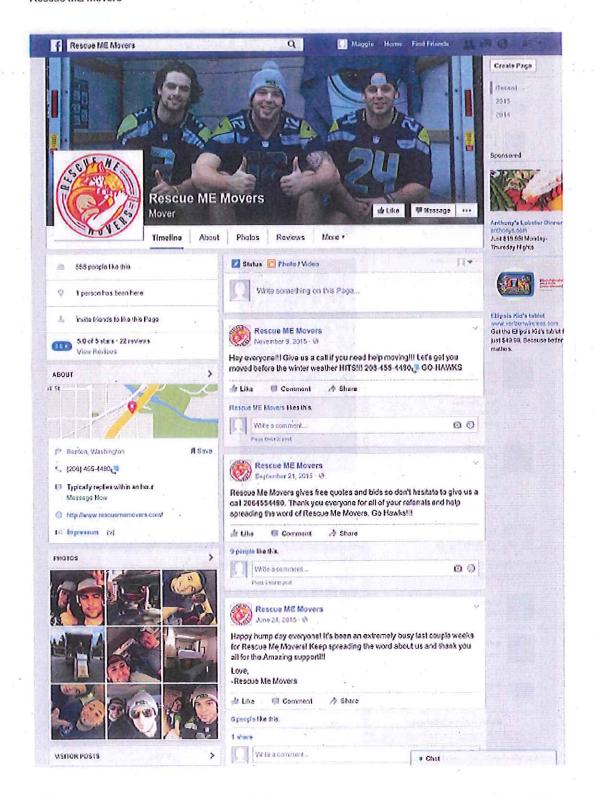
of 01/25/2016 6:39AM Pacific Time

New Search

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https://www.facebook.com/rescuememovers/timeline



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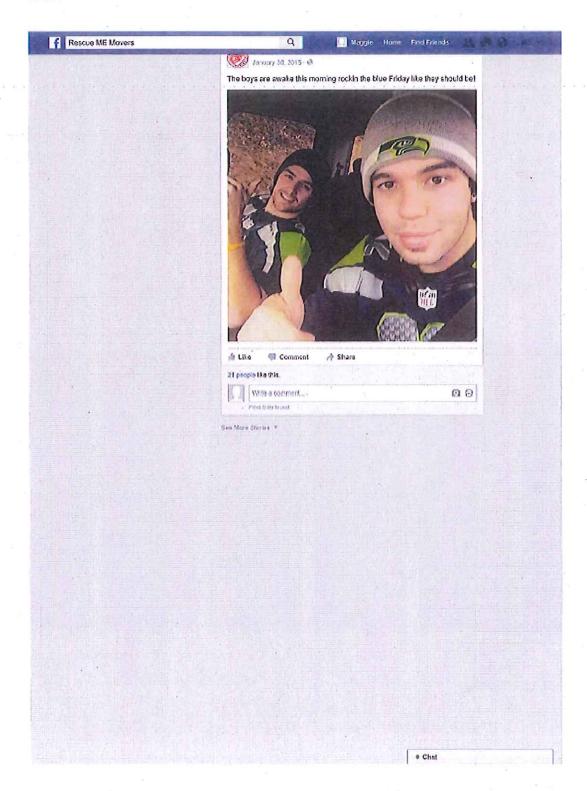
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NO JOB TOO BIG OR SMALL.

Call us today and find out just how easy your next move can be! Our dedicated team of off-duty Emergency Services professionals will take care of all the hard work for you.



http://www.rescuememovers.com/

CALL THE GUYS YOU KNOW YOU CAN TRUST CALL RESCUE ME MOVERS

All of our movers are full-time or part-time

FIREFIGHTERS, EMT's & FIRST RESPONDERS

Call us today. You'll be glad you did!

CALL US TO GET MOVIN' (206) 455-4480

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2/10/2016

FIREFIGHTERS, EMT's & FIRST RESPONDERS

Call us today. You'll be glad you did!

CALL US TO GET MOVIN' (206) 455-4480.

Subject:	rescue me movers contract	* 4		100	, a	,
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From:	justin junell (jjunell702@hotmall.com)		ong on six			14. A 9. TE 9
To:	Sarah31986@yahoo.com;					
W-2015-15-15	e communicación est esta esta esta esta esta esta esta	14 7 7 11 11 11 11 11 11 11 11	11 1 11 1			
Date:	Wednesday, February 10, 2016 9:43 PM	1				
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Attachments

- rescue me movers contract new.rtf (3.16MB)
- ATT00001.txt (25B)

RESCUE ME MOVERS

923 South 30th Pl

Renton,Wa 98055

206-455-4480



On this date,	, the Parties to this Ag	reement,
("Customer") and Rescue M		Rescue Me Movers will provide
1. SERVICES. Customer hires with these terms:	Rescue Me Movers to provide	moving services in accordance
A. Location – Rescue Me Move furniture, appliances and goods i		ed Customer's possessions,
Current Address	то:	Destination Address
11.4		8 y
Phone N	lumber	
B. Timing – Rescue Me Movers and will complete s takes longer then estimated time	services by , customer is responsible of pa	, (If job aying minimum \$100.00-
end of estimated time, Extra time		ide to end job with no extra Fees a bb was originally estimated.)
*Estimates are an approximate		

prepared, etc... Things that are out of Rescue Me Movers control can affect estimate.

C. Services - Moving Company will load all Customer's possessions from Customer's current address into a vehicle that customer arranged. Customer will drive that vehicle after load to destination address, and will unload all Customers' possessions at their destination address. The following services and restrictions will apply: Rescue Me Moyers will not provide packing services. Customer is obligated to pack Customer's property into appropriate boxes and other containers. Rescue Me Movers is not responsible for anything in boxes or containers that have been packed. Rescue Me Movers will not disassemble or reassemble furniture that requires tools unless discussed in advance with Rescue Me Movers. Rescue Me Moyers will unload Customer's property into specific rooms at Customer's direction. Rescue Me Movers will use number of employees during the loading and unloading phases. Rescue Me Movers is not responsible for customer's possessions after load is complete from current address to new address. Rescue Me Moyers will let customer know if there is a piece of furniture that was broken prior to our arrival or if there is a piece of furniture that could be a liability. Rescue Me Movers Is not responsible of electronics such as-TV's, Computers, etc.... Rescue Me Movers will only move things that are ready to be moved (example- If there are things on top or around a piece of furniture or item we will not touch or move item till customer is notified) Rescue Me Movers is not responsible for any damage done too particle board. Rescue Me Movers will bring supplies necessary to specific job such as; dollies, straps, tie downs, shoulder & back straps. *Customers must supply Blankets if supplying truck* Rescue Me Movers are allowed a maximum 5 minute break per hour. PAYMENT. Customer agrees to pay Rescue Me Movers in accordance with these terms: A. Hourly Rate - Customer will pay Rescue Me Movers per hour during the loading and unloading phases. Rescue Me Movers time starts when crew arrives to current address. Rescue Me Moyers time stops when job is finished at destination address. *Rescue Me Movers only excepts cash, debit, credit*

*Bids are exact prices regardless if job takes longer or shorter.

If debit or credit is used there will be a 3% transaction fee of total amount of job
B. Other Costs
Customer will pay a travel fee of to job and from job.
Customer will not pay for gas costs.
Customer will not pay for moving supplies other than blankets.
Customer will pay per hour for any waiting time caused by Customer's tardiness.
C. Maximum Price – Customer will pay a maximum price of, no matter the amount Rescue Me Movers might earn under the terms of this Agreement.
D. Time of Payment – Customer will pay Rescue Me Movers a deposit of before the date of the move, If customer changes move date or time other than stated in this contract the deposit will not be used towards this moved and Rescue Me Movers will keep the deposit. Customer will pay the remaining balance when job is Finished by completing services and supplying Customer with a bill for services at the destination address.
3. NO ADDITIONAL COSTS – Rescue Me Movers hereby agrees that it understands the requirements and intricacies of Customer's move and that it will not charge Customer for any additional costs or for any services not described in this Agreement.
 LICENSING AND INSURANCE – Rescue Me Movers hereby asserts that it is properly licensed and insured under applicable state and federal laws.
A. Insurance - Rescue Me Movers will personally insure customer's property only during time of possession.
B. Moving Company Licensure and Insurances
Rescue Me Movers state license number is603409703
Rescue Me Movers insurance carrier is: <u>Red Shield</u> , policy number <u>CLP022533</u> .
5. DAMAGES IN EVENT OF BREACH OF CONTRACT OR NEGLIGENCE
A. In the event Rescue Me Movers negligence causes damage to Customer's possessions or real property, Rescue Me Movers will be liable for the full value lost. This provision does not affect Rescue Me Movers agreement to insure Customer's belongings, as established by Part 4(A) of this Agreement.
6. MISCELLANEOUS
A. Dispute Resolution – In the event of breach or a dispute that cannot be resolved without third party intervention, the Parties agree to resolve their dispute in arbitration.
B. Choice of Law - In the event of a dispute where federal law does not apply, the Parties agree that Washington state law will apply. The Parties agree to resolve any dispute in King County, in

the State Of Washington.

- C. Entire Agreement This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made by any party to this Agreement or any third party on or before the effective date of this Agreement will be binding on the parties.
- D. Modification This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.
- E. Severability If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
- F. Interest In the event there is an unpaid amount under this Agreement after job is finished customer is subject to pay an additional 50 % of total job starting 24 hours after job was completed.

SIGNED & DATED

The Parties have read and understood the foregoing terms and agree to them.

If more than one person signs below, each agrees to be jointly and severally liable for all obligations under this agreement.

х		-CU	CUSTOMER (sign)	
x		cu	JSTOMER (print)	
x		-Re	scue Me Movers (Sign)	