



# Investigation Report

## Ivan Ratko DBA Best Moving & Delivery

TV-110977

Rayne Pearson  
Compliance Investigations

December 2011

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## **PURPOSE, SCOPE AND AUTHORITY**

### **Purpose**

Ivan Ratko d/b/a Best Moving & Delivery (Best 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 Best Moving for the months of January through March 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 describes the commission's authority to regulate companies that transport household goods within the state of Washington.

### **Staff**

Rayne Pearson, Compliance Investigator  
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rpearson@utc.wa.gov

## EXECUTIVE SUMMARY

Commission staff found advertisements for Best Moving on [www.craigslist.com](http://www.craigslist.com) that contained violations identical to those cited in a previous investigation, which resulted in comprehensive technical assistance related to the company's advertising practices. Accordingly, staff concluded that a broader investigation was necessary to determine whether Best Moving consistently complies with laws and rules enforced by the commission.

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

- Failure to provide written estimates to customers prior to the move in violation of WAC 480-15-630 and Tariff 15-C.
- Failure to use a proper bill of lading format, including required language regarding contract terms and conditions, in violation of WAC 480-15-710(3) and Tariff 15-C.
- Failure to keep a complaint and claims register as required by WAC 480-15-830.
- Failure to follow the terms, conditions, and rates imposed by Tariff 15-C in violation of WAC 480-15-490(3).
- Failure to properly advise customers of their right to file complaints and claims as required by WAC 480-15-800(2).
- Advertising under an unauthorized trade name in violation of WAC 480-15-610(1).
- Failing to include the company's business address on its website, in violation of WAC 480-15-610(1).
- Engaging in advertising that is misleading in violation of WAC 480-15-610(2).

### Recommendation

Staff recommends a total penalty of \$500, as discussed below.

Best Moving provided customers with inaccurate information regarding their right to file a damage or loss claim, effectively precluding customers from filing claims by imposing a "24 hour" rule to file such a claim in violation of WAC 480-15-800(2). Staff recommends a \$100 penalty for one violation of WAC 480-15-800(2).

In addition, Best Moving has received previous technical assistance regarding advertising violations for misleading advertisements, failure to include the company's physical address on its website, and advertising under an unauthorized trade name. Best Moving was instructed by staff to remedy its advertising violations, and the company made representations to staff that the violations had been cured. Because the advertising violations cited in this report are repeat and continuing violations, staff recommends a \$100 penalty for each of the four violations cited, as follows:

- Best Moving advertised under an unauthorized trade name, Seattle's Best Moving, on its website, [www.seattlesbestmoving.com](http://www.seattlesbestmoving.com), in violation of WAC 480-15-610(1). Staff recommends a penalty of \$100 for one violation of WAC 480-15-610(1).

- Best Moving engaged in misleading advertising practices by including a permitted company's name, "All My Sons Moving and Storage," among its "keywords" for an advertisement on [www.craigslist.org](http://www.craigslist.org) on both April 14 and August 29, 2011, in violation of WAC 480-15-610(2). Staff recommends a penalty of \$200 for two violations of WAC 480-15-610(2).
- Best Moving's website, [www.seattlesbestmoving.com](http://www.seattlesbestmoving.com), does not include the company's business address, in violation of WAC 480-15-610(1). Staff recommends a \$100 penalty for one violation of WAC 480-15-610(1).

Staff reviewed business records for 27 hourly rated moves performed by Best Moving in January, February and March 2011. Staff recommends that Best Moving closely review this report because it provides valuable technical assistance in each of the areas that need improvement, as follows:

- For each of the 27 moves performed during the review period, Best Moving failed to provide written estimates to customers prior to the move, which constitutes 27 violations of WAC 480-15-630.
- For each of the 27 moves performed during the review period, Best Moving used an improper bill of lading format that failed to meet the requirements of Tariff 15-C, Item 95, which constitutes 27 violations of WAC 480-15-710(3).
- For 17 of the 27 moves performed during the review period, Best Moving failed to follow the rates imposed by Tariff 15-C by charging a non-tariff "gas" fee, which constitutes 17 violations of WAC 480-15-490(3).
- Best Moving failed to keep a complaint and claims register during the review period, which constitutes one violation of WAC 480-15-830.

Staff recommends a total penalty of \$500 for five violations of commission rules and Tariff 15-C. In addition, staff requires that Best Moving submit an estimate form, cube sheet inventory, and updated bill of lading form to staff for approval within 10 days of receiving this report. Staff also recommends that Best Moving attend commission-conducted rule and tariff training on January 17, 2012, in Olympia.

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

## BACKGROUND

### Company Information

Best Moving was granted temporary authority to conduct household goods moves on December 23, 2008. On January 8, 2009, the company was granted permanent operating authority in Docket No. TV-082178.

Ivan Ratko d/b/a Best Moving & Delivery is a sole proprietorship governed by Ivan Ratko. The company's business address is 34051 51st Ave. South, Auburn WA, 98001.

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

Reporting Year	Date Filed	Revenue
2008	April 27, 2009	\$10,100
2009	July 25, 2010	\$35,490
2010	May 4, 2011	\$44,586

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

## TECHNICAL ASSISTANCE

### **2009 Staff Investigation**

In 2009, staff received a complaint from a permitted carrier, Jordan River Moving, regarding Best Moving's advertisements found on [www.craigslist.org](http://www.craigslist.org) that contained the search term "Jordan River." Best Moving was cited for violations of WAC 480-15-610 for engaging in misleading advertising practices. Staff provided comprehensive technical assistance to Best Moving regarding its advertising practices, discussed in detail in the "Advertisements" section of this report.

### **Household Goods Carrier Training**

In 2008, the commission made significant changes to the way household goods carriers are required to provide services and bill their customers in both the rules and the tariff. To assist permitted companies with understanding and implementing these changes, the commission began providing rule and tariff training sessions for all interested parties. The commission continues to provide this training to permitted companies, as well as new entrants, on a quarterly basis. Mr. Ratko attended this training on March 19, 2009, in Olympia.

## INVESTIGATION

### Data Request

On April 27, 2011, staff requested the following records and information from Mr. Ratko:

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

Staff requested Mr. Ratko respond to the data request no later than May 11, 2011.<sup>1</sup> Mr. Ratko requested an extension until May 18, which staff granted.

On May 18, 2011, Mr. Ratko provided staff with copies of bills of lading for 33 moves performed within the state of Washington from January 1 through March 31, 2011. Of those moves, 27 were jurisdictional. Mr. Ratko did not provide a complaint and claims register, nor did he provide any written statement that he had not received any complaints or claims for the requested time-period.

Staff used the documents and information furnished from this data request and the company's advertisements on [www.craigslist.org](http://www.craigslist.org) to conduct its investigation of the company's business practices.

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<sup>1</sup> See Attachment A for a copy of the April 27, 2011, data request.



## **ESTIMATES – REQUIRED**

### **Investigation**

WAC 480-15-630 requires a household goods moving company to provide a written estimate to every customer before a move. An estimate is a written approximation of the cost of a move prepared in compliance with the provisions of Tariff 15-C. 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. Tariff 15-C, Item 85, section 2(g) also requires, with each estimate, “a household goods cube sheet.” A cube sheet, also known as a “table of measurements,” is an inventory of the items upon which the estimate is based, and the estimated cubic footage for each item.

In the commission’s data request, staff requested that Best 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 January through March 2011.

On May 18, 2011, Mr. Ratko told staff that he would provide estimates for each of the moves via email the next day. He did not. Staff contacted Mr. Ratko on May 24, and he stated he would provide the estimates that same afternoon. To date, staff has not received copies of estimates or cube sheets related to any of the moves performed during the review period.

### **Findings**

Best Moving failed to provide estimates to 27 customers prior to transporting those customers’ goods, which constitutes 27 violations of WAC 480-15-630.

### **Recommendation**

Staff advises that Best Moving must provide an estimate to each customer prior to the move. Staff also advises that Best Moving must also provide a cube sheet inventory with each estimate for every move. Staff considers this investigation as the company’s technical assistance regarding estimates. If future violations are found, staff may recommend penalties or take other enforcement action.

## BILLS OF LADING – FORMAT

### Investigation

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

The bill of lading used by Best Moving for the 27 moves performed during the review period violated the format requirements of Tariff 15-C, Item 95, as described below.<sup>2</sup>

- **Fax, Website, and Email Address:** Best Moving used a bill of lading that did not include the company's fax number, website, or email address as required by Tariff 15-C, Item 95(1)(a).
- **Storage:** Best Moving used a bill of lading that did not include a separate section for storage, as required by Tariff 15-C, Item 95(1)(g).
- **Estimates:** Best Moving used a bill of lading that failed to include an estimate acknowledgement section indicating whether the customer received a binding or nonbinding estimate, as required by Tariff 15-C, Item 95(1)(h).
- **Release of Shipment:** Best Moving used a bill of lading that did not include a statement that the carrier must release the shipment to a customer upon payment of no more than 110 percent of the estimated charges when a carrier uses a nonbinding estimate, as required by Tariff 15-C, Item 95(1)(i). Instead, Best Moving's bill of lading states "payment is due when finished."
- **Extension of Credit:** Best Moving used a bill of lading that did not include a statement that the carrier will extend credit for at least 30 days and that within such period the customer must pay the remainder due, as required by Tariff 15-C, Item 95(1)(j).
- **Loss and Damage Protection:** Best Moving used a bill of lading that did not include a section where the customer must select the type of loss and damage protection (valuation) for the shipment, as required by Tariff 15-C, Item 95(1)(k). Instead, Best Moving included the following statement: "Any loss or damage will be repaired by 'Best Moving' or reimbursed at \$0.60 per pound." This language violates WAC 480-15-710 and Tariff 15-C, Item 95.
- **Start Times, Stop Times and Interruptions:** Best Moving used a bill of lading that did not include a section to show employees' breaks or interruption times, as required by Tariff 15-C, Item 95(1)(m).

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<sup>2</sup> See Attachment B for a copy of the bill of lading used by Best Moving.

- **Line Item Charges:** Best Moving used a bill of lading that did not include sections for line-item charges such as packing materials and additional services, as required by Tariff 15-C, Item 95(1)(n).
- **Contract Terms and Conditions:** The bill of lading did not contain the contract language required on the back of the bill of lading, as specified by Tariff 15-C, Item 95(2).<sup>3</sup>

### **Findings**

Staff finds that Best Moving used an improper bill of lading format for each of the 27 moves performed during the review period, which constitutes 27 violations of WAC 480-15-710(3).

### **Recommendation**

Staff advises that Best Moving must ensure that its bill of lading complies with every requirement set forth in Tariff 15-C, Item 95, as required by WAC 480-15-710. Staff considers this investigation as the company's technical assistance regarding bills of lading. If future violations are found, staff may recommend penalties or take other enforcement action.

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<sup>3</sup> See attachment C for a copy of the contract language required by Tariff 15-C, Item 95(2).

## **COMPLAINTS AND CLAIMS REGISTER – REQUIRED**

### **Investigation**

WAC 480-15-830 requires carriers to keep all records and papers relating to complaints or claims for three years after the date the complaint or claim is resolved. Staff requested that Best Moving provide a copy of its complaint and claims register for the period of review, January through March 2011. Best Moving produced no records regarding customer complaints and claims, nor did it provide a statement to the effect that there had been no complaints or claims during the review period. On May 18, 2011, Mr. Ratko told staff that he would provide a complaints and claims register or a statement in lieu of the register the next day. He did not. Staff contacted Mr. Ratko on May 24, and he stated he would address the register issue later that same afternoon. To date, staff has not received a complaint and claims register for the review period, nor has staff received any documentation that no complaints and claims were received.

### **Findings**

Best Moving violated WAC 480-15-830 for failing to keep records and papers relating to complaints or claims for three years after the date the complaint or claim is resolved. Because Best Moving did not provide any documentation stating that no complaints or claims were received, staff presumes that no records were kept.

### **Recommendation**

Staff advises that Best Moving keep records and papers relating to complaints or claims for three years after the date the complaint or claim is resolved, as required by WAC 480-15-830. Staff considers this investigation as the company's technical assistance regarding a complaints and claims register. If future violations are found, staff may recommend penalties or take other enforcement action.

## MINIMUM CHARGES

### Investigation

WAC 480-15-490(3) 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 four hours for moves performed on a Saturday or Sunday at the customer's request. Best Moving failed to bill the required minimum hours for the following six moves performed during the review period:

- On Saturday, January 29, customer Mitrofanov was billed for 3.5 hours, and customer Albert was billed for 3 hours.
- On Saturday, February 5, customer Whims was billed for 3 hours, and customer Grimes was billed for 3.5 hours.
- On Saturday, February 26, customer Merguent was billed for 3.5 hours.
- On Saturday, March 26, customer DeWiggins was billed for 3.5 hours.

### Findings

Staff finds that Best Moving violated Tariff 15-C, Item 230(7), when it did not accurately calculate minimum charges on six of its bills of lading, which constitutes six violations of WAC 480-15-490(3).

### Recommendation

Staff advises that Best Moving must accurately calculate minimum charges in compliance with WAC 480-15-490(3) and Tariff 15-C, Item 230(7). Staff considers this investigation as the company's technical assistance regarding minimum charges. If future violations are found, staff may recommend penalties or take other enforcement action.

## NON-TARIFF CHARGES

### **Investigation**

WAC 480-15-490 requires a household goods company to only bill charges that are authorized by Tariff 15-C. For 17 of the 27 moves reviewed, Best Moving charged a “gas” fee.<sup>4</sup> Tariff 15-C does not permit a charge for fuel.

### **Findings**

Best Moving charged 17 customers an impermissible “gas” fee, which constitutes 17 violations of WAC 480-15-490(3).

### **Recommendation**

Staff advises that Best Moving may not charge a “gas” or other non-tariff fee. Staff considers this investigation as the company’s technical assistance regarding non-tariff (gas) fees. If future violations are found, staff may recommend penalties or take other enforcement action.

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<sup>4</sup> See Attachment D for the 17 customers who were improperly billed a “gas” fee.

## **CUSTOMER COMPLAINTS AND CLAIMS**

### **Investigation**

WAC 480-15-800(2) provides that a customer must file any and all claims for loss or damage within nine months from the actual delivery date. Best Moving's bill of lading provides: "Any loss or damage must be reported to 'Best Moving' within 24 hours from the time of the move." This language violates WAC 480-15-800(2) by imposing impermissible requirements on customers for filing loss or damage claims.

### **Findings**

Best Moving's bill of lading contains impermissible language that requires customers to file damage claims within 24 hours of time of the move, which violates WAC 480-15-800(2). Requiring customers to file claims within 24 hours of the move effectively precludes customers from filing claims at all. WAC 480-15-800(2) allows up to nine months for consumers to file damage claims because customers do not always unpack their items immediately following a move.

### **Recommendation**

Staff recommends a penalty of \$100 for one violation of WAC 480-15-800(2).

## ADVERTISEMENTS

### 2009 Investigation

In 2009, staff received a complaint from a permitted carrier, Jordan River Moving, regarding Best Moving's advertisements found on [www.craigslist.org](http://www.craigslist.org) that contained the search term "Jordan River" in violation of WAC 480-15-610(2). On May 1, 2009, staff sent Mr. Ratko a detailed compliance letter that included the following paragraphs:

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

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

*Commission records indicate you attended commission-sponsored training on March 19, 2009. Page 10 of the hand-out you received, as well as being included in the rule book you were given, specifically speaks to advertising not including false, misleading or deceptive information.<sup>5</sup>*

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

On May 7, Mr. Ratko responded to staff:

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

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

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

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<sup>5</sup> See Attachment E for a copy of the May 1, 2009, letter.



*First, let me address your Craigslist advertisement, posted today at 10:40a.m. I've posted in a copy of the key word search information below. Some of the company names highlighted in yellow are permitted household goods companies. This would appear to indicate that you have not made the changes as required and that you are still in violation of WAC 480-15-610. Also, your company's business address does not appear in the advertisement as required by WAC 480-15-610.*

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

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

That same day, Mr. Ratko responded:

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

### **2011 Investigation**

WAC 480-15-610(1) provides that carriers must include their trade name as recorded at the commission in all advertisements. The only trade name recorded at the commission for Best Moving is "Best Moving & Delivery."

WAC 480-15-610(2) provides that carriers must not use advertisements that are false, misleading or deceptive.

### ***Unauthorized Trade Name***

A review of Best Moving's website, [www.seattlesbestmoving.com](http://www.seattlesbestmoving.com), was conducted on September 16, 2011. Despite receiving detailed technical assistance and assuring staff that Best Moving would make changes to its website to include a physical address and a corrected trade name, the website remained the same on that date as it was when staff provided technical assistance in 2009.<sup>6</sup> The website still refers to the company as "Seattle's Best Moving and Delivery," and still does not list an address for the company.

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<sup>6</sup> See Attachment F for a copy of Best Moving's website, last visited on September 16, 2011.

### ***Key Word Search Terms***

In April 2011, staff located advertisements for Best Moving on [www.craigslist.org](http://www.craigslist.org) that contained name of another household goods carrier, All My Sons Moving & Storage, in its keyword search information.<sup>7</sup>

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

On September 2, 2011, staff conducted a search of [www.craigslist.org](http://www.craigslist.org) for Best Moving's advertisements. The search produced an advertisement posted on August 29, 2011, that contained numerous iterations of "All My Sons Moving & Storage" in its keyword search terms.<sup>8</sup>

### **Findings**

Staff finds that despite detailed technical assistance received in 2009, Best Moving continues to use an unauthorized trade name on its website, Seattle's Best Moving and Delivery, and continues to advertise on its website without including a physical address in violation of WAC 480-15-610(1). Staff also finds that Best Moving continues to use advertisements that contain other carriers' trade names in its key word search terms in violation of WAC 480-15-610(2).

### **Recommendation**

Staff recommends a penalty of \$400 for four violations of WAC 480-15-610, follows:

- One violation of WAC 480-15-610(1) for using an unauthorized trade name.
- One violation of WAC 480-15-610(1) for failure to include the company's physical address on its website.
- One violation of WAC 480-15-610(2) for using impermissible key word search terms on April 14, 2011.
- One violation of WAC 480-15-610(2) for using impermissible key word search terms on August 29, 2011.

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<sup>7</sup> See Attachment G for the keyword search terms as captured on April 14, 2011.

<sup>8</sup> See Attachment H for the August 29, 2011, ad on [www.craigslist.org](http://www.craigslist.org), as well as an enlarged view of the keyword search terms contained in that ad.

## SUMMARY OF RECOMMENDATIONS

1. Staff recommends a total penalty of \$500 for the following five violations:
  - Best Moving provides customers with erroneous information regarding their right to file complaints and claims in violation of WAC 480-15-800(2). Staff recommends a \$100 penalty for one violation of WAC 480-15-800(2).
  - Best Moving used an unauthorized trade name, Seattle's Best Moving, on its website, [www.seattlesbestmoving.com](http://www.seattlesbestmoving.com), in violation of WAC 480-15-610(1). Staff recommends a penalty of \$100 for one violation of WAC 480-15-610(1).
  - Best Moving's website, [www.seattlesbestmoving.com](http://www.seattlesbestmoving.com), does not include the company's business address, which violates WAC 480-15-610(1). Staff recommends a penalty of \$100 for one violation of WAC 480-15-610(1).
  - Best Moving engaged in misleading advertising practices by including a permitted company's name, All My Sons Moving and Storage, among its "keywords" for an advertisement on [www.craigslist.org](http://www.craigslist.org) on both April 14 and August 29, 2011, in violation of WAC 480-15-610(2). Staff recommends a penalty of \$200 for two violations of WAC 480-15-610(2).
  
2. Staff recommends Best Moving closely review this report because it provides valuable technical assistance in other areas that need improvement, as follows:
  - Best Moving failed to provide written estimates to 27 customers prior to the move in violation of WAC 480-15-630 and Tariff 15-C, Item 85.
  - For each of the 27 moves performed during the review period, Best Moving used an improper bill of lading format in violation of WAC 480-15-710(3) and Tariff 15-C, Item 95.
  - Best Moving failed to keep a complaint and claims register during the review period in violation of WAC 480-15-830.
  - Best Moving failed to follow the rates imposed by Tariff 15-C by charging a non-tariff "gas" fee in connection with 17 of the 27 moves reviewed in violation of WAC 480-15-490(3).
  
3. Staff recommends Best Moving attend the next commission-conducted rule and tariff training in Olympia on January 17, 2012.
  
4. Staff requires that Best Moving submit an estimate form, a cube sheet inventory, and an updated bill of lading form to staff within 10 days of receiving this report.

## ATTACHMENT A



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

April 27, 2011

Ivan Ratko, d/b/a  
Best Moving & Delivery  
34051 51st Ave. S  
Auburn WA, 98001

**RE: Data Request**

Dear Mr. Ratko:

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

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

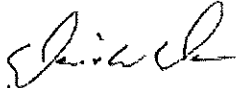
1. For every residential move performed within the state of Washington from January 1, 2011, through March 31, 2011, please provide all supporting documents related to each customer's move, including, but not limited to, the bill of lading, estimate, supplemental estimate, inventory records, weight slips, 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 January 1, 2011, through March 31, 2011, and including all documents related to each complaint and claim.

Mr. Ratko  
April 27, 2011  
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You are required to furnish the above requested documents to commission staff by no later than 5:00 p.m. on May 11, 2011. 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

ATTACHMENT B

**BILL OF LADING**

**NON-NEGOTIABLE**

**L**



Customer Name: Tsofan Namini  
 Phone #1: 425-761-6244  
 Phone #2: 425-968-8306  
 Origin Address: \_\_\_\_\_  
 City: \_\_\_\_\_ (Zip) \_\_\_\_\_  
 #Of Bedrooms: \_\_\_\_\_ Garage: yes no  
 Destination Address: 9805 11th Ave NE  
 City: Kirkland (Zip) 98033  
 Walking Distance: \_\_\_\_\_ #Of Floors \_\_\_\_\_

P. O. Box 3451  
 Federal Way WA 98063  
 UTC Permit: HC-063464  
 Invoice# 03070101

DATE: 3/2/2011  
 TIME: 5:00

APPROXIMATE JOB TIME: 2-3h

THIS BILL RENDERED ONLY AS AN ACCOMMODATION  
 TERMS ARE NET CASH AND PAYABLE ON  
 PRESENTATION

Special Tools? \_\_\_\_\_  
 Comments: \_\_\_\_\_

**our standard service includes the following:**

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

START TIME: 9:00 am

FINISH TIME: 12:00

MEN: 2

MILEAGE: \_\_\_\_\_

EXTRA TRUCK: \_\_\_\_\_

RATES x HOURS: \_\_\_\_\_

TOTAL: \$450

Gas: 90 Misc: \_\_\_\_\_

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

Customer Signature: \_\_\_\_\_

Tsofan Namini Date: 3/2/2011

Today Your Movers Are:

LABOR: \_\_\_\_\_

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

Signed: Tsofan Namini Date: 3/2/2011

Rating Please use: A B C D F

- 1. Professional Service - A
- 2. Prompt/Punctual - A
- 3. Care taken w/belongings - A
- 4. Use of time - A
- 5. Professional Appearance - A
- 6. Attitude - A

Would You Recommend Yes / No

## ATTACHMENT C

### CONTRACT TERMS AND CONDITIONS OF UNIFORM HOUSEHOLD GOODS BILL OF LADING

The following terms and conditions apply to all services performed by the carrier under this contract. This contract is also subject to all rules, rates, and charges in the current tariff published by, or on file with, the Washington Utilities and Transportation Commission:

**SECTION 1. (A) THE CARRIER IS LIABLE** for physical loss of, or damage to, any article from external cause while being packed, unpacked, loaded, unloaded, carried, or held in Storage-in-Transit, including breakage, if the articles are packed by the carrier and/or if the breakage results from negligence of the carrier. The carrier is liable directly to the customer for loss and damage, regardless of any cargo insurance policies the carrier may have. The carrier's liability is subject to the limitations of liability described in Section 2.

Customers may include the following items in a shipment however, the carrier is not responsible for the condition or safe delivery of:

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

- Live plants.
- Perishable items.
- Furniture or other items made of pressboard, particle board or similar pressed material.

- (B) THE CARRIER IS NOT LIABLE for the loss of or damage to any article from external cause while being carried or held in Storage-in-Transit, due to the following circumstances:
- d. Breakage, when items are packed by the customer or the customer's representative unless it can be proved that the breakage resulted from negligence by the mover in handling the articles.
  - e. Internal damage to electronics (radios, stereos, VHS players, CD/DVD players, televisions, computers, printers, scanners, etc.) when no visible damage to the external packaging or contents exists or if the item was packed by the customer or the customer's representative.
  - f. Loss or damage from insects, moths, vermin, mold, fungus or bacteria within the customer's belongings or that develop therein due to conditions present before the carrier picks up the customer's belongings.
  - g. Loss or damage because the item was in an obvious state of disrepair at the time of shipment, provided that the carrier noted the disrepair on the inventory.
  - h. An act, omission, or order of the customer, or loss or damage resulting from the customer's inclusion in the shipment of such articles as explosives, dangerous articles or dangerous goods.
  - i. Defective design of an article, including susceptibility to damage because of atmospheric conditions such as temperature or humidity changes.
  - j. Hostile or warlike action or use of any weapon of war (in time of peace or war), terrorism, insurrection, rebellion, revolution, civil war, usurped power, and action taken in hindering, combating, or defending against such occurrences: a) by any government or sovereign power, or by authority maintaining or using military forces; b) by military forces; or, c) by an agent of such government, power, authority or forces.
  - k. Seizure, confiscation or destruction under quarantine by order of any government or public authority.
  - l. Strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person or persons taking part in any such occurrence or disorder.
  - m. Acts of God.

Carriers will not accept the following items for shipment:

1. Explosives.
2. Dangerous goods.
3. Property liable to damage carrier equipment or other property.

The customer assumes all liability for goods he/she leaves unattended before pickup by the carrier. The customer also assumes all liability for goods when the customer directs the carrier, in writing, to unload or deliver property at a location that will be unattended.



**SECTION 2.** The carrier's maximum liability shall be determined based on the valuation option selected by the customer on the face of this contract.

- (A) If the customer selected Basic Value Protection, the carrier's maximum liability shall be the actual loss or damage not exceeding \$0.60 per pound of weight of any lost or damaged article(s).
- (B) If the customer selected Replacement Cost Coverage with Deductible, the carrier's maximum liability shall be the amount of the actual loss or damage less a \$300 deductible not exceeding \$5.00 times the net weight of the shipment, or the lump sum declared value, whichever is greater. This option is the option that will apply if the customer fails to indicate a choice on the face of this contract and the customer will be liable for charges applying to this option.
- (C) If the customer selected Replacement Cost Coverage, the carrier's maximum liability shall be the amount of the actual loss or damage not exceeding \$5.00 times the net weight of the shipment, or the lump sum declared value, whichever is greater.

The customer is responsible for any additional insurance the customer wishes to purchase.

**SECTION 3.** Unless specific arrangements have been authorized by this contract, the carrier is not required to transport the customer's goods by any particular schedule, means, or vehicle and is not liable for delays resulting from causes other than negligence of the carrier. Further, in case of unforeseen circumstances which prevent the carrier from completing delivery, the carrier has the right to forward the customer's property by another carrier.

**SECTION 4.** (A) The customer must pay all legal charges. (B) If the carrier is required to refer this contract for collection of charges due to an attorney, shipper agrees to pay reasonable attorney fees and collection costs. (C) If this contract is referred to a court for resolution, the losing party shall be responsible for payment of the other party's reasonable attorney fees and court costs. (D) The customer shall be responsible to indemnify the carrier for any loss or damage caused by inclusion in the shipment of explosives, dangerous articles, or dangerous goods.

**SECTION 5.**

- (A) A carrier may place a shipment into storage at the public warehouse nearest the point of destination if the carrier is unable to make a delivery because:
  1. The carrier was unable to locate a customer at the address given on the bill of lading or the correct address if known by the carrier.
  2. The customer refused or was unable to accept delivery.
  3. The customer (for a shipment moving on a non-binding estimate) was unable or refused to pay up to 110 percent of the amount of the original estimate plus supplements, if any.

- (B) The carrier's liability as a common carrier ends with delivery to the public warehouse. The shipment becomes subject to the warehouse's liability, terms, and conditions.
- (C) The carrier must notify the customer by every means of contact the carrier has for the customer, including telephone, e-mail, and fax, and the carrier must mail or deliver a written notice to the destination address advising that it was unable to make delivery and advising the customer of the name, address e-mail address, if applicable, and telephone number of the warehouse where the shipment is stored.
- (D) If the customer does not receive or claim the shipment within 30 days after the carrier mailed or delivered the written notice required in Item 40(3), the shipment becomes subject to disposition by the carrier in accordance with the Washington State Uniform Commercial Code, Chapter 62A.7 RCW.

**SECTION 6.** To receive compensation for a claim for loss, damage, overcharge, injury or delay, the customer must file a written claim with the carrier within nine months after delivery. In the case of failure to make delivery, the claim must be filed within nine months after a reasonable time for delivery has elapsed. Claims must contain sufficient information to identify the property involved. A copy of the original paid transportation bill, bill of lading contract or shipping receipt should accompany the written claim.

**ATTACHMENT D**

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

Gas: 40 Misc: \_\_\_\_\_

Today Your Movers Are: \_\_\_\_\_

LABOR: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

[Signature] Date: 3/2/2011

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

Signed: [Signature] Date: 3/2/2011

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

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

Gas: 40 Misc: \_\_\_\_\_

Today Your Movers Are: \_\_\_\_\_

LABOR: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

[Signature] Date: 03/01/11

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

Signed: [Signature] Date: 3-1-11

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

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

Gas: 40 Misc: \_\_\_\_\_

Today Your Movers Are: \_\_\_\_\_

LABOR: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

[Signature] Date: 3/14/2011

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

Signed: [Signature] Date: 3/14/2011

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

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

Customer Signature:

X: Maria B. Lewis Date: 3/16/2011

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

Signed: Maria B. Lewis Date: 3/16/2011

Gas: 158 Misc: \_\_\_\_\_

Today Your Movers Are: \_\_\_\_\_

LABOR: \_\_\_\_\_

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

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

Customer Signature:

X: Joe D. Glave Date: 3-25-11

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

Signed: Joe D. Glave Date: 3-25-11

Gas: 40 Misc: \_\_\_\_\_

Today Your Movers Are: \_\_\_\_\_

LABOR: \_\_\_\_\_

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

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

Customer Signature:

X: [Signature] Date: 5/28/11

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

Signed: [Signature] Date: 5/28/11

Gas: 40 Misc: \_\_\_\_\_

Today Your Movers Are: \_\_\_\_\_

LABOR: \_\_\_\_\_

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

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

Gas: \$60 Misc: \_\_\_\_\_

Today Your Movers Are: \_\_\_\_\_

LABOR: \_\_\_\_\_

X: Roger Eskola Customer Signature: \_\_\_\_\_ Date: 3/30/11

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

Signed: R. Eskola Date: 3/30/11

Rating	Please use:	A	B	C	D	F
1. Professional Service -		A				
2. Prompt/Punctual -		A				
3. Care taken w/belongings -		A				
4. Use of time -		A				
5. Professional Appearance -		A				
6. Attitude -		A+				
Would You Recommend	(	Yes	/	No		

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

Gas: 40 Misc: \_\_\_\_\_

Today Your Movers Are: \_\_\_\_\_

LABOR: \_\_\_\_\_

X: [Signature] Customer Signature: \_\_\_\_\_ Date: 2/18/11

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

Signed: [Signature] Date: 2/18/11

Rating	Please use:	A	B	C	D	F
1. Professional Service -		A				
2. Prompt/Punctual -		A				
3. Care taken w/belongings -		A				
4. Use of time -		A				
5. Professional Appearance -		A				
6. Attitude -		A+				
Would You Recommend	(	Yes	/	No		

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

Gas: 60 Misc: \_\_\_\_\_

Today Your Movers Are: \_\_\_\_\_

LABOR: \_\_\_\_\_

X: [Signature] Customer Signature: \_\_\_\_\_ Date: 2-5-11

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

Signed: [Signature] Date: 2-5-11

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

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

Gas: 40 Misc: \_\_\_\_\_

Today Your Movers Are: \_\_\_\_\_

LABOR: \_\_\_\_\_

X: William Ratko Customer Signature: \_\_\_\_\_ Date: 02/04/11

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

Signed: William Ratko Date: 02/04/11

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

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

Gas: 40 Misc: \_\_\_\_\_

Today Your Movers Are: \_\_\_\_\_

LABOR: \_\_\_\_\_

X: J. G. Customer Signature: \_\_\_\_\_ Date: 2/11/2011

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

Signed: J. G. Date: 2/11/2011

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

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

Gas: 40 Misc: \_\_\_\_\_

Today Your Movers Are: \_\_\_\_\_

LABOR: \_\_\_\_\_

X: S. Hernandez Customer Signature: \_\_\_\_\_ Date: 02/26/2011

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

Signed: S. Hernandez Date: 02/26/11

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

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

Customer Signature: \_\_\_\_\_  
X: [Signature] Date: 1/29/2011

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

Signed: [Signature] Date: 1/29/2011

Gas: 0 Misc: \_\_\_\_\_

Today Your Movers Are: \_\_\_\_\_

LABOR: \_\_\_\_\_

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

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

Customer Signature: \_\_\_\_\_  
X: [Signature] Date: 1/28/2011

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

Signed: [Signature] Date: 1/28/2011

Gas: 40 Misc: \_\_\_\_\_

Today Your Movers Are: \_\_\_\_\_

LABOR: \_\_\_\_\_

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

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

Customer Signature: \_\_\_\_\_  
X: [Signature] Date: 1/28/11

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

Signed: [Signature] Date: 1/28/11

Gas: 30 Misc: \_\_\_\_\_

Today Your Movers Are: \_\_\_\_\_

LABOR: \_\_\_\_\_

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

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

X: [Signature] Customer Signature: \_\_\_\_\_ Date: 11/22/11

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

Signed: [Signature] Date: 11/22/11

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

X: [Signature] Customer Signature: \_\_\_\_\_ Date: 11/2/11

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

Signed: [Signature] Date: 11/2/11

Gas: 70 Misc: \_\_\_\_\_

Today Your Movers Are: \_\_\_\_\_

LABOR: \_\_\_\_\_

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

Gas: 60 Misc: \_\_\_\_\_

Today Your Movers Are: \_\_\_\_\_

LABOR: \_\_\_\_\_

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



ATTACHMENT E



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

May1, 2009

Ivan Ratko  
Best Moving and Delivery  
34051 51<sup>st</sup> Avenue South  
Auburn, Washington 98001

Dear Mr. Ratko:

The Utilities and Transportation Commission (commission) has reviewed a recent advertisement posted by you to the goods and services Web site, [www.craigslist.com](http://www.craigslist.com). The advertisement includes what appears to be a key word search containing the company names, phone numbers, Web site addresses, mailing addresses, etc., of dozens of other moving and delivery service companies (copy enclosed).

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

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

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

On January 12, 2009, the commission sent you a compliance letter. The letter indicated your Craigslist advertisement was lacking your commission-issued permit number and your business address. In addition, on January 16, 2009, you discussed by phone with Sheri Hoyt of the commission's Compliance Investigations section, your company's name as it appears on your

Ivan Ratko  
Best Moving and Delivery  
May 1, 2009  
Page 2

Web site, [www.seattlesbestmoving.com](http://www.seattlesbestmoving.com). Ms. Hoyt informed you that your company name appears to be either, "Seattle's Best Moving and Delivery Service," or, if that is a proclamation regarding your service and not your company's name, then your company name does not appear on your Web site at all.

During your phone conversation with Ms. Hoyt, you were informed the only trade name on your household goods permit, the only trade name you are allowed to use in compliance with WAC 480-15-390 (enclosed), is "Best Moving and Delivery." This information was also provided on page 10 of the training hand-out you received on March 19, 2009, as well as being included in the rule book you were given. Your company's name or trade name may only appear in advertisements (telephone books, newspapers, letterhead, business cards or any other written document, signs, posters or similar displays and Web sites or other on-line advertising) exactly as it is recorded at the commission.

An April 22, 2009, review of your Web site indicates you have not made any changes to the site as directed. Your company's name does not appear as it is listed on your permit, your business address is not included and your commission-issued permit number is not present. Nor is your business address listed in your Craigslist advertisement. Please be aware that staff is considering recommending the commission issue penalty assessments for those violations which you have already received technical assistance.

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

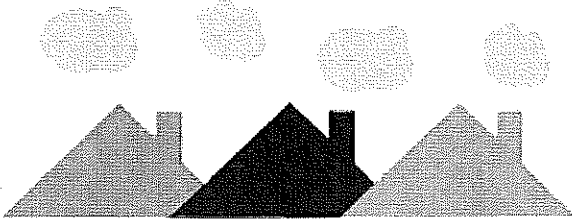

Please address your response to Sheri Hoyt, Compliance Investigator. Ms. Hoyt may be contacted at (360) 664-1149 or [shoyt@utc.wa.gov](mailto:shoyt@utc.wa.gov) should you have any questions.

Sincerely,

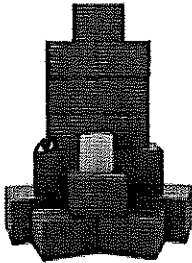
  
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Executive Director and Secretary

Enclosures

## ATTACHMENT F



**MOVING SOON?**



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**We Have The Lowest Moving Rates In Town!**  
\$80/hr for 2 movers with a box truck & dollies, moving blankets, etc.  
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\$135/hr for 4 movers with a box truck & dollies, moving blankets, etc.  
**NO HIDDEN FEES, NO FUEL SURCHARGES**

[Email Us Today!](mailto:info@seattlesbestmoving.com) or Call 206-613-9559

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**Please See Our Tips To Making Your Move a Little Easier!**

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**Recycling Your Items**

Moving is a great time to recycle unused items. Consignment shops and online auction sites such as eBay are good places to get some extra cash for items you no longer use. You may prefer to donate your unwanted items at a donation center such as Goodwill, or the Salvation Army. Your donations help others in need, and are tax deductible.

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**Finding Boxes**

Grocery stores, print shops, and recycling centers are great places to get boxes for your move. Ask the manager to save their boxes for a couple of days. Managers usually don't like to keep boxes for longer than couple of days because they take up too much space. Be sure to ask what day and time is best to pick the boxes up.

<http://www.seattlesbestmoving.com/>

9/16/2011

### **Boxing Your Items**

Box up all loose items. Boxed items are easier to carry than several loose items. Boxing your items is also a great way to keep organized. In addition, boxes can be easily stacked or moved on a dolly. Don't bother putting your smaller boxes into larger boxes. Be sure all of your boxes have lids. Tape the lids closed to make sure the items placed in the boxes remain in the boxes.

---

### **Marking Your Boxes**

Mark your boxes with up arrows so your boxes don't get turned upside down during the move. Write "Fragile" on the outside of boxes containing glass or other breakable items. This will ensure that nothing is stacked on top of your fragile items. On the outside of the box, write the room that the contents came from to help you organize your items when you arrive at your destination.

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### **Storage Tubs**

Plastic storage tubs are the best for moving your items. Not only are they more rigid than cardboard boxes, but they often have handles, which make them easier to carry. Because you will likely reuse your storage tubs, mark them by writing on masking tape adhered to the tubs.

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### **Visualize Your New Space**

Try to visualize where large or heavy items will be placed in your new location. This will avoid the labor-intensive task of moving bulky items a second time. It will also allow the moving crew to keep moving paths open by strategically placing heavier items.

---

### **Keep Your Neighbors Informed**

Let your neighbors know the date of your move. If your neighbors know when you are moving, they can make arrangements to keep vehicles or other belongings out of the way. In some instances, access to a neighboring property may be required for a move. It is best that the neighbor be told in advance that a moving crew may be on their property.

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### **Talk To Your Kids**

Moving day can be kind of hectic for little ones. It's a good idea to give them a little pep talk the night before the move. This will help them prepare for the change, while getting them used to the idea of people removing items from their home. Letting them pack a box with their most prized possessions often helps to relieve some of their uneasiness. Our friendly staff is sympathetic to your children's concerns and will do their best to make them comfortable during this process.

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### **Keep Your Pets Safe**

If you have pets, keep them crated or see if someone can watch them during the move. Pets can become nervous when a moving crew enters the residence. It's easy for pets to escape during a move because doors are often left open.

#### **Receiving Your Mail**

Contact the post office with your change of address. The post office requires that you fill out a change of address form to ensure that mail sent to your old address is delivered to your new address. You can pick up a change of address form at your local post office, or you can file your change of address online at the [United States Postal Service](#) website.

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## ATTACHMENT G

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keywords: Movers pick up delivery storage cheap movers free moving quota free boxes packing materials tape delivery service movers affordable movers relocation office residential licensed and insured and bonded reliable two men crew and a truck free moving boxes used recycle Aberdeen, city of (Web Site) sofa delivery service in Tacoma. near Aberdeen Movers near Airway Heights Movers near Albion Movers near Algona Movers near Almira Movers near Anacortes Movers near Arlington Movers near Asotin Movers near Auburn Movers near Bainbridge Island Movers near Battle Ground Movers near Beaux Arts Village Movers near Bellevue Movers near Bellingham Movers near Benton City Movers near Bingen Movers near Black Diamond Movers near Blaine Movers near Bonney Lake city Movers near Bothell Movers near Bremerton Movers near Brewster Movers near Bridgeport Movers near Brier Movers near Buckley Movers near Bucoda Movers near Burien Movers near Burlington Movers near Camas Movers near Carbonado Movers near Carnation Movers near Cashmere Movers near Castle Rock Movers near Cathlamet Movers near Centralia Movers near Chehalis Movers near Chelan Movers near Cheney Movers near Chewelah Movers near Clarkston Movers near Cle Elum Movers near Clyde Hill Movers near Colfax Movers near College Place Movers near Colton Movers near Colville Movers near Conconully Movers near Concrete Movers near Connell Movers near Cosmopolis Movers near Coulee City Movers near Coulee Dam Movers near Coupeville near Movers Covington Movers near Creston Movers near Cusick Movers near Darrington Movers near Davenport Movers near Dayton Movers near Deer Park Movers near Des Moines Movers near DuPont Movers near Duvall, Movers near East Wenatchee Movers near Eatonville Movers near Edgewood Movers near Edmonds Movers near Electric City Movers near Ellensburg Movers near Elma Movers near Elmer City Movers near Endicott Movers near Entiat Movers near Enumclaw Movers near Ephrata Movers near Everett Movers near Everson Movers near Fairfield Movers near Farmington Movers near Federal Way Movers near Call 206-613-9559 to get a quick estimate.

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From packing to driving, customer satisfaction is our top priority  
We have the right service, the right tools for the way you move.

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- ▶ Upright Pianos, Safes, Large heavy items
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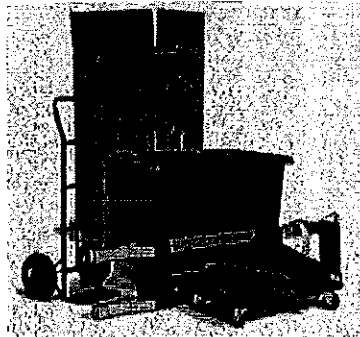
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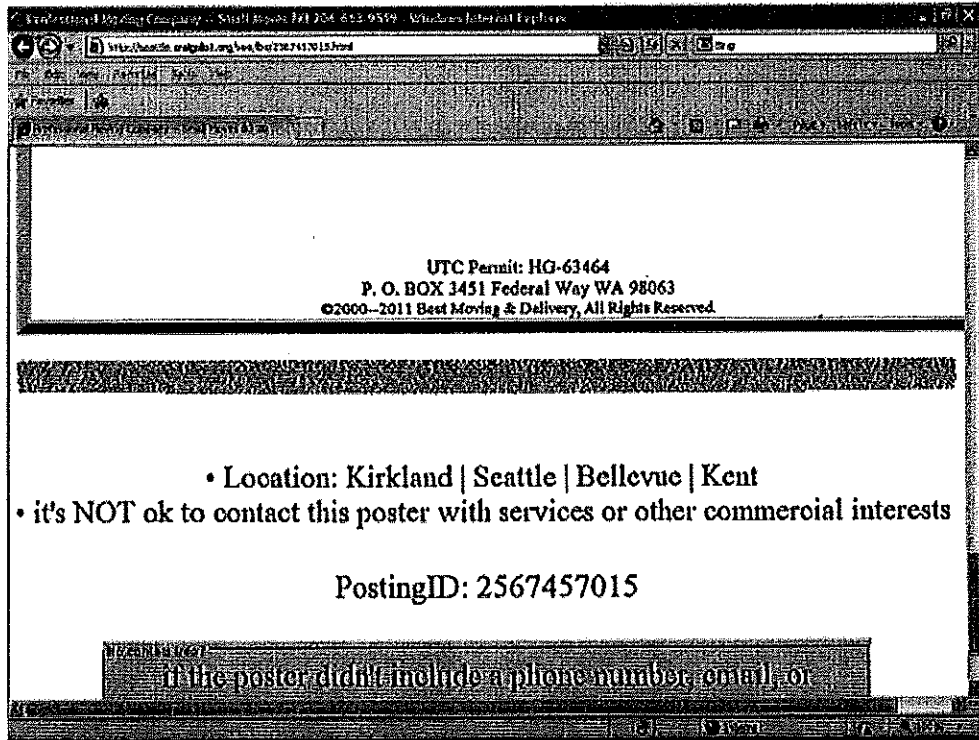
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keywords: Movers pick up delivery storage cheap movers free moving quota free boxes packing materials tape delivery service movers affordable movers relocation office residential licensed and insured and bonded reliable two men crew and a truck free moving boxes used recycle Aberdeen, city of (Web Site) sofa delivery service in Tacoma. near Aberdeen Movers near Airway Heights Movers near Albion Movers near Algona Movers near Almira Movers near Anacortes Movers near Arlington Movers near Asotin Movers near Auburn Movers near Bainbridge Island Movers near Battle Ground Movers near Beaux Arts Village Movers near Bellevue Movers near Bellingham Movers near Benton City Movers near Bingen Movers near Black Diamond Movers near Blaine Movers near Bonney Lake city Movers near Bothell Movers near Bremerton Movers near Brewster Movers near Bridgeport Movers near Brier Movers near Buckley Movers near Bucoda Movers near Burien Movers near Burlington Movers near Camas Movers near Carbonado Movers near Carnation Movers near Cashmere Movers near Castle Rock Movers near Cathlamet Movers near Centralia Movers near Chehalis Movers near Chelan Movers near Cheney Movers near Chewelah Movers near Clarkston Movers near Cle Elum Movers near Clyde Hill Movers near Colfax Movers near College Place Movers near Colton Movers near Colville Movers near Conconully Movers near Concrete Movers near Connell Movers near Cosmopolis Movers near Coulee City Movers near Coulee Dam Movers near Coupeville near Movers Covington Movers near Creston Movers near Cusick Movers near Darrington Movers near Davenport Movers near Dayton Movers near Deer Park Movers near Des Moines Movers near DuPont

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Snohomish Movers Snoqualmie Movers Soap Lake Movers South Bend Movers South Cle Elum Movers South Prairie Movers Spangle Movers Spokane Movers Spokane Valley Movers Sprague Movers Springdale Movers St. John Movers Stanwood Movers Starbuck Movers Steilacoom Movers Stevenson Movers Sultan Movers Sumas Movers Sumner Movers Sunnyside Movers Tacoma Movers Tekoa Movers Tenino Movers Tieton Movers Toledo Movers Tonasket Movers Toppenish Movers Tukwila Movers Tumwater Movers) Twisp Movers Union Gap Movers Uniontown Movers University Place Movers Vader Movers Vancouver Movers Waitsburg Movers Walla Walla Movers Wapato Movers Warden Movers Washougal Movers Washtucna Movers Waterville Movers Waverly Movers Wenatchee Movers West Richland Movers Westport Movers White Salmon Movers Wilbur Movers Wilkeson Movers Wilson Creek Movers Winlock Movers Winthrop Movers Woodinville Movers Woodland Movers Woodway Movers Yacolt Movers Yarrow Point Movers Yelm Movers Zillah Movers sofa delivery service in Auburn. sofa delivery service in Bellevue. sofa delivery service in Burien. sofa delivery service in Everett. sofa delivery service in Federal Way. sofa delivery service in Lakewood. sofa delivery service in Maple Valley. sofa delivery service in Olympia. sofa delivery service in Puyallup. sofa delivery service in Redmond. sofa delivery service in Renton. sofa delivery service Seattle. sofa delivery service in Tacoma. Go to my home page to see the rates by city. All My Sons Moving and Storage Seattle couch delivery service in Auburn. couch delivery service in Bellevue. couch delivery service in Burien. couch delivery service in Everett. couch delivery service in Federal Way. couch delivery service in Issaquah. couch delivery service in Kent. couch delivery service in Kirkland. couch delivery service in Lakewood. couch delivery service in Maple Valley. couch delivery service in Olympia. couch delivery service in puyallup. couch delivery service in Redmond. couch delivery service in Renton. couch delivery service in Seattle. couch delivery service in Tacoma. dining table delivery service in Auburn. dining table delivery service in Bellevue. dining table delivery service in Burien. dining table delivery service in Everett. dining table delivery service in Federal Way. dining table delivery service in Issaquah. dining table delivery service in Kent. dining table delivery service in Kirkland. dining delivery service in Lakewood. dining table delivery service in Puyallup. dining table delivery dervice in Olympia. dining table in Maple Valley. dining table delivery service in Redmond. dining table delivery service in Renton. dining table delivery service in Seattle. dining table delivery service in Tacoma. dinning table delivery service. bed delivery service in Auburn. bed delivery service in Bellevue. bed delivery service in Burien. bed delivery service in Everett. bed delivery service in Federal Way. bed delivery service in Issaquah. bed delivery service in Kent. bed delivery service in Kirkland. bed delivery service Lakewood. bed delivery service in Maple Valley. bed delivery service in Olympia. bed delivery service in Puyallup. bed delivery service in Redmond. bed delivery service in Renton. bed delivery service in Seattle. bed delivery service in Tacoma. queen bed delivery service. queen size bed delivery service. full size bed delivery service. single size bed delivery service. bunk beds delivery service.

mattress delivery service. mattresses delivery service. futon delivery service. love seat delivery service. loveseat delivery service. chair delivery service. chairs delivery service. desk delivery service. desk and hutch delivery service. bookshelf delivery service. armoire delivery service. bookcase delivery service. washer & dryer delivery service. washer delivery service. dryer delivery service. washing machine delivery service. chest delivery service. barbecue grill delivery service. barbecue grills delivery service. tv delivery service. television delivery service. water pump delivery service. water heater delivery service. air condintion delivery service. aircondition delivery service furniture delivery in Seattle. furniture delivery in Lynnwood. furniture delivery service in Lynnwood. furniture delivery in Mountlake Terrace. furniture delivery service in Mountlake Terrace. furniture delivery in Brier. furniture delivery service in Brier. furniture delivery in Kenmore. furniture delivery service in Kenmore. furniture delivery in Lake Forest Park. furniture delivery service in Lake Forest Park. furniture delivery in Bothell. furniture delivery service in Bothell. furniture delivery in Martha Lake. furniture delivery service in Martha Lake. furniture delivery service in Alderwood Manor furniture delivery in Alderwood Manor. furniture delivery in Thrashers Corner. furniture delivery service in Thrashers Corner. furniture delivery in Corner. furniture delivery service in Corner. furniture delivery service in Woodinville. furniture delivery in Woodinville. furniture delivery in kingsgate. furniture delivery service in Kingsgate. furniture delivery service in Inglewood. furniture delivery in Inglewood. furniture delivery in Juanita. furniture delivery service in Juanita. furniture delivery in Richmond Highlands. furniture delivery service in Richmond Highlands. furniture delivery in Shoreline. furniture delivery service in Shoreline. furniture delivery in Northgate. furniture delivery service in Northgate. furniture delivery in Lake City. furniture delivery service in Lake City. furniture delivery in Greenwood. furniture delivery service in Greenwood. furniture delivery service in Wedgewood. furniture delivery in Wedgewood. furniture delivery service in Ballard. furniture delivery in Ballard. furniture delivery in University. furniture delivery service in University. furniture delivery service in Capitol Hill. furniture delivery in Capitol Hill. furniture delivery service in Sammamish. furniture delivery in Sammamish. Furniture delivery service in Mercer Island. furniture delivery in Mercer Island. furniture delivery service in Eastgate. furniture delivery in Eastgate. furniture delivery service in Newcastle. furniture delivery in Newcastle. furniture delivery service in West Seattle. furnityre delivery in West Seattle. furniture delivery service in White Center. furniture delivery in White Center. furniture delivery service in Tukwila. furniture delivery in Tukwila. furniture delivery in Des Moines furniture delivery service in Des Moines. furniture delivery service in Sumner. furniture delivery in Sumner. furniture delivery service in Lakewood. furniture delivery in Lakewood. furniture delivery service in Spanaway. furniture delivery in Spanaway. furniture delivery in Lacey. furniture delivery service in Lacey. furniture delivery service in University Place. furniture delivery in University Place. furniturè delivery service in Gig Harbor. furniture delivery in Gig Harbor. appliance delivery in Seattle. appliance delivery in Lynnwood. appliance delivery service in Lynnwood. appliance delivery in Mountlake Terrace. appliance delivery service in Mountlake Terrace. appliance delivery in Brier. appliance delivery service in Brier. appliance delivery in Kenmore. appliance delivery service in Kenmore. appliance delivery in Lake Forest Park. appliance delivery service in Lake Forest Park. appliance delivery in Bothell. appliance delivery service in Bothell. appliance delivery in Martha Lake. appliance delivery service in Martha Lake. appliance



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