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1 P R O C E E D I N G S

2 JUDGE RENDAHL: Let's be on the record. I'm  
3 Ann Rendahl. I'm an administrative law judge here at  
4 the Commission, and I'm presiding over this proceeding.  
5 We are here before the Washington Utilities and  
6 Transportation Commission this afternoon, Monday, April  
7 the 21st, starting at 1:46 p.m. for a brief  
8 adjudicative proceeding in Docket No. TV-071039, which  
9 is an application for authority to operate as a  
10 households goods carrier by Allstar Movers, LLC.

11 The purpose of our hearing this afternoon is  
12 to address the factual allegations that were contained  
13 in the Commission's notice of intent to cancel  
14 temporary authority and reject application for  
15 permanent authority concerning compliance with the  
16 Commission rule, WAC 480-15-390, which prohibits  
17 operating under a name similar to another carrier  
18 without the carrier's written permission or UTC  
19 approval.

20 Another carrier, All Star Transfer, protested  
21 Allstar Movers' application due to the similarity of  
22 the name, and that's led us to where we are today. On  
23 March 13th, 2008, counsel for Allstar Movers filed a  
24 request for hearing in this matter and attached certain  
25 documents. On April 11th, pursuant to the Commission's

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1 notice and brief adjudication, All Star Transfer filed  
2 documents with the Commission, and as I discovered off  
3 the record this afternoon, counsel for Allstar Movers  
4 also filed a list of information to be presented at  
5 hearing this morning; although, it wasn't in our  
6 documentary system, the certificate of service  
7 indicates it was served on the Commission by Federal  
8 Express or overnight mail, and we are looking into who  
9 has that information at the Commission so we can get it  
10 into the system.

11           So after taking appearances, we will talk  
12 about the process for the hearing on the record. I've  
13 discussed a bit of that off the record, so before we go  
14 any further, let's take the appearance for Allstar  
15 Movers, and what we like to do here at the Commission  
16 is take your full name, the party you are representing,  
17 your address, mailing address, your telephone number,  
18 fax number; although, I don't why we do that anymore,  
19 and your e-mail address.

20           MR. HAROLDSON: My name is Peter D.  
21 Haroldson, H-a-r-o-l-d-s-o-n, counsel appearing for  
22 Allstar Movers, LLC. My address is 4505 Pacific  
23 Highway East, Suite A, Tacoma, Washington, 98424;  
24 telephone, (253) 922-8724; fax, (253) 922-2802; e-mail,  
25 peter.haroldson@lucelawfirm.com.

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1 JUDGE RENDAHL: Appearing for All Star  
2 Transfer?

3 MR. WILLIAMS: My name is Laron Williams.  
4 I'm here for All Star Transfer. My address is 24111  
5 Highway 99, Edmonds, Washington, 98026. Telephone is  
6 (425) 774-8128; fax (425) 774-0984, and our e-mail is  
7 allstar transfer@msm.com.

8 JUDGE RENDAHL: And a space between all star  
9 and transfer?

10 MR. WILLIAMS: Correct.

11 JUDGE RENDAHL: For staff?

12 MS. CAMERON-RULKOWSKI: Jennifer  
13 Cameron-Rulkowski, assistant attorney general. Address  
14 is 1400 South Evergreen Park Drive Southwest, PO Box  
15 40128, Olympia, Washington, 98504-0128. Telephone is  
16 area code (360) 664-1186. Fax is (360) 586-5522, and  
17 my e-mail is jcameron@utc.wa.gov.

18 JUDGE RENDAHL: Thank you. I will use the  
19 e-mail for purposes of sending you all a courtesy copy  
20 of whatever initial order or other notices I send out,  
21 and you will also receive a paper copy of that  
22 document. Mr. Haroldson, do you wish to have an e-mail  
23 for your client to receive that information in addition  
24 to you?

25 MR. HAROLDSON: Yes.

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1                   JUDGE RENDAHL: Is there an e-mail address we  
2 should use?

3                   MR. HAROLDSON: It's allstarmovers@gmail.com.

4                   JUDGE RENDAHL: Is there any space between  
5 Allstar and movers?

6                   MR. HAROLDSON: No.

7                   JUDGE RENDAHL: And so this brief  
8 adjudicative proceeding is being held under the  
9 provisions of the Administrative Procedure Act, which  
10 is RCW 34.05.482 through section 494, so there is your  
11 reference, and the Commission's rules governing BAP's,  
12 and that's our Washington Administrative Code  
13 480-07-610, so if you have questions about the process,  
14 go back and take a look at that.

15                   As I mentioned off the record, each party is  
16 going to have an opportunity to make a presentation  
17 about their position in this matter, present evidence.  
18 It looks like we have quite a bit here, and if the  
19 parties wish to stipulate to the admission of the  
20 evidence, we can do that. I can mark it and identify  
21 it, or if you wish to go through each document and  
22 verify it and identify it, we can go through that  
23 process.

24                   After that, if you have any witness testimony  
25 you wish to make, we can hear the witness testimony. I

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1 will swear in the witnesses, and then other parties can  
2 ask questions or cross-examine the witnesses, and I'm  
3 thinking at this point that it's not going to be  
4 necessary to have a closing statement, but if you all  
5 wish to have one, I'm sure I can allow a brief closing  
6 statement in that respect.

7           And then again, I will enter an initial order  
8 within 10 days, and we will serve it from the  
9 Commission in paper, and also, I'll send a courtesy  
10 e-mail copy.

11           MR. HAROLDSON: Do I need to lay foundation  
12 then for my documents through my witnesses?

13           JUDGE RENDAHL: Let's go off the record for a  
14 minute and see if we can reach some stipulation on  
15 admitting the documents and then you wouldn't need to  
16 do that. We are off the record.

17           (Discussion off the record.)

18           JUDGE RENDAHL: While we were off the record,  
19 I explained the benefits gained through stipulating to  
20 admission and that we wouldn't have to lay foundation  
21 for the documents, so we are discussing, first, I asked  
22 Mr. Haroldson whether he had any objections to  
23 admitting what Mr. Williams had provided.

24           MR. HAROLDSON: The only issue I potentially  
25 had was the letters from the third parties, and the



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1 objection would be hearsay.

2 JUDGE RENDAHL: Mr. Williams, any response?

3 MR. WILLIAMS: These are probably one of the  
4 most portions of our case because it establishes there  
5 is probably confusion created through real customers.

6 JUDGE RENDAHL: Just to make sure for the  
7 record, and you have numbered your documents in the  
8 upper right-hand corner, and we haven't identified  
9 anything yet in terms of exhibits, but what you have  
10 identified as 19, 20, 21, are those the documents we  
11 are talking about?

12 MR. HAROLDSON: Those are.

13 JUDGE RENDAHL: So it's the three letters or  
14 two e-mails and a letter.

15 MR. HAROLDSON: Right, and my objection is  
16 based on just due to the dates on these, it's clear to  
17 me that they were prepared in anticipation of  
18 litigation, and they are obviously self-serving, and I  
19 don't have the opportunity to cross-examine the  
20 veracity of the statements therein by talking to the  
21 people who actually authored the documents.

22 JUDGE RENDAHL: But just to clarify, you  
23 wouldn't object to admitting the other documents in the  
24 stack.

25 MR. HAROLDSON: The other documents...

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1                   JUDGE RENDAHL: With some explanation from  
2 Mr. Williams as to what they are.

3                   MR. HAROLDSON: With some explanation, I  
4 think he can lay the foundation for them even if I did  
5 object, so that would be fine, so it would just be 19,  
6 20, and 21.

7                   JUDGE RENDAHL: So I think what we will do  
8 is, at least as to those three, give Mr. Williams an  
9 opportunity to lay foundation for these documents and  
10 see if we can address them during the hearing, but you  
11 would stipulate as to the admission of the others?

12                   MR. HAROLDSON: Yes.

13                   JUDGE RENDAHL: So now, Mr. Williams, going  
14 to the documents that Allstar Movers has submitted, the  
15 first set I have are the articles of amendments  
16 submitted to the secretary of state and the master  
17 business application, and a notice of the meeting of  
18 the board of directors. I don't have if you received  
19 those at all.

20                   MR. WILLIAMS: I have looked through this  
21 stack on our break here, but I don't have any problem  
22 with any of the stuff being submitted. It's a lot of  
23 extra paperwork, but it all makes the same point, which  
24 I think we can discuss in the hearing.

25                   JUDGE RENDAHL: So at this point --

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1           MR. HAROLDSON: I just want to see what you  
2 are looking at just for the continuity.

3           JUDGE RENDAHL: What I have is what was  
4 submitted with your request for hearing, which attached  
5 an October 10 letter to the Commission.

6           MR. HAROLDSON: I now have that.

7           JUDGE RENDAHL: And also included articles of  
8 amendment, etcetera, the document that's filed with the  
9 Commission on October 10th.

10          MR. HAROLDSON: I've got it.

11          JUDGE RENDAHL: So I have that information,  
12 which I had before the hearing, and then I have this  
13 stack of information.

14                 So if we go through this list here, your list  
15 of documents for consideration, if we start with the  
16 first set of information, the October 10th letter,  
17 would that be one document or separate documents, the  
18 October 10?

19          MR. HAROLDSON: The October 10 letter comes  
20 with, obviously, the attachments to it, so I guess if  
21 we need to go through each and every one of them. I  
22 think I'm kind of confused.

23          JUDGE RENDAHL: What I'm trying to do is  
24 create an exhibit list so I can identify and document  
25 the exhibits, so I think your October 10th letter will

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1 be Exhibit 1, and then the articles of amendment would  
2 be 2. That's two pages with the notary attachment, and  
3 the master business application would be 3, and then  
4 there is a two-page waiver of notice of special meeting  
5 along with the minutes, and that would be 4.

6           What I'm going to do is I'm going to identify  
7 them so I have these documents and can refer to them  
8 and keep track of them during the hearing, and then I  
9 will prepare an exhibit list which I will circulate to  
10 all of you and see if I made any mistakes and we will  
11 correct them.

12           The next one I have, and I'm not going to  
13 mark the list of documents, but I'll use it as a guide,  
14 so the affidavit of James Lucas would then be  
15 Exhibit 5. The US Patent and Trademark office notice  
16 would be 6. The US PTO Trademark electronic search  
17 system entry for Allstar Movers would be 7. A similar  
18 entry for contestant Laron Williams would be 8.

19           A similar search showing 891 entries for the  
20 word combination "All Star" would be 9. A similar  
21 search showing 218 entries for the combination  
22 "Allstar" without a space would be 10. Washington  
23 Secretary of State corporation's division search for  
24 "All Star" with quotes, would be 11. Similar search  
25 without quotes would be 12, and then another secretary

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1 of state search with the word "Allstar" with no space  
2 would be 13. A superpages.com listings showing entries  
3 for "Allstar" with no space would be 14.  
4 superpages.com listings for the name "All Star" with a  
5 space would be 15. The Google search for "Allstar  
6 Movers" with no quotes would be 16, and a copy of the  
7 front page from the applicant's Web site would be 17.

8 Are there any other documents that you wish  
9 to include, Mr. Haroldson, in the record for your  
10 client?

11 MR. HAROLDSON: No that's all.

12 JUDGE RENDAHL: Mr. Williams, you've agreed  
13 to stipulate to the admission of these documents?

14 MR. WILLIAMS: Yes.

15 JUDGE RENDAHL: So what I've marked and  
16 discussed on the record as Exhibits 1 through 17, those  
17 will be admitted.

18 Mr. Williams, you have marked on the front  
19 page, or the upper right-hand corner of each document a  
20 number, so to keep things somewhat clear in our mind,  
21 I'm going to start at 21 for you so the numbers will  
22 somewhat track.

23 So the first document, which is a United  
24 States Patent and Trademark office service mark would  
25 be Exhibit No. 21. The next one, which is a Department

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1 of Licensing multiple transaction batch receipt would  
2 be Exhibit No. 22. The next one is a moving contract  
3 that indicates "Northwest Allstar Movers" on the upper  
4 left-hand corner would be Exhibit 23. The next page,  
5 which is a sales receipt for All Star Moving and  
6 Storage would be 24.

7 The next page, which is a proof of  
8 advertisement through video recorder would be Exhibit  
9 25. The next page is a confirmation and order for  
10 video recorder is Exhibit 26. The next page is what  
11 appears to be a mock-up for a logo for Northwest All  
12 Star Movers would be Exhibit 27. The next page  
13 indicates a faxed proof for business cards through  
14 Business Cards Tomorrow, and that will be Exhibit 28.  
15 The next page is an invoice from Speedy Printing for  
16 Laron Williams All Star Mover, it looks like; that will  
17 be Exhibit 29.

18 A Yellow Pages proof copy from US West direct  
19 would be Exhibit No. 30. It appears to be an invoice  
20 from or a bill from GTE Directories for Northwest All  
21 Star Movers, and that would be Exhibit 31. A contract  
22 for directory advertising services would be Exhibit 32.  
23 A similar contract for directory advertising services  
24 for All Star Movers in Edmonds would be Exhibit 33. A  
25 bill from US West Communications to All Star Movers

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1 Eastside, Inc., would be Exhibit 34. A US West Yellow  
2 Pages proof copy, the print is quite faint but it  
3 appears to say "All Star Movers" as Exhibit 35, for All  
4 Star Piano Moving and Storage is the copy.

5 A bill from KAPS Radio 660 AM statement to  
6 All Star Moving and Storage is Exhibit 36. A list or  
7 an invoice for broadcasts from KAPS is Exhibit 37. A  
8 GTE bill to All Star Moving and Storage is Exhibit 38.  
9 An e-mail from e-mail address ggcausey@net-venture.com  
10 to Mr. Williams is Exhibit 39, and an additional e-mail  
11 forwarded to Mr. Williams from khrancich@comcast.net  
12 would be Exhibit 40. A letter to Mr. Williams from  
13 Medic One Foundation being marked as Exhibit 41. A  
14 printout from Allstar Movers' Web page with a note at  
15 the bottom is marked as Exhibit 42. A letter from  
16 Northwest All Star Movers to the Commission dated  
17 October 16th, 1996, will be marked as Exhibit 43, and  
18 the joint application for temporary permit, which is  
19 two pages, is Exhibit 44, and that's application from  
20 Laron Williams/All Star Moving and Storage, and the  
21 last page is one page of a Commission order, MV number  
22 149391, is Exhibit 45. So I understand, Mr. Haroldson,  
23 that the only documents you would object to stipulating  
24 to would be what I've marked as Exhibits 39, 40, and  
25 41; is that correct?

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1 MR. HAROLDSON: Yes, correct.

2 JUDGE RENDAHL: So exhibits 21 through 38 and  
3 42 through 45 will you admitted as stipulated and  
4 Mr. Williams, you will have an opportunity when it's  
5 your turn to lay a foundation to admit the three  
6 exhibits we had not yet entered into the record.

7 So at the conclusion of the hearing, I'll  
8 enter all of these into an electronic exhibit list.  
9 I'll circulate it and see if I've got it right.

10 At this point, Mr. Haroldson, it's your  
11 opportunity to make a brief statement as to how the  
12 Commission should handle this matter, and if you have  
13 any witnesses, we will give them an oath and they can  
14 give testimony under oath.

15 MR. HAROLDSON: Thank you, Your Honor.  
16 Looking at 480-15-390, the WAC, this Commission must  
17 authorize the use of a similar name. Before doing so,  
18 the Commission must first determine if the use of a  
19 similar name will not mislead the shipping public or  
20 result in unfair or destructive competitive practices,  
21 and I would like to talk about both those factors.

22 Can I refer to documents previously in the  
23 record? What I just realized is this is something that  
24 was submitted earlier. This is Mr. Williams' protest.  
25 It wasn't numbered, but I think it's in the record.



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1                   JUDGE RENDAHL: I think I mentioned earlier  
2 that whatever is logged into the Commission's document  
3 management system will be part of the record, so if you  
4 give us a date and give us some reference information,  
5 that will be useful for the purpose of the transcript.

6                   MR. HAROLDSON: This has a received stamp  
7 July 25th, 2007, from the Washington Utilities and  
8 Transportation Commission. It's a document that's  
9 authored by Laron Williams; says, "Attention Carol  
10 Washburn, protest."

11                   This case started out, and it's also  
12 interesting to look at the document that Mr. Williams  
13 submitted in his packet of information from, actually,  
14 a protest against his name.

15                   JUDGE RENDAHL: Which Exhibit is that?

16                   MR. HAROLDSON: That is Exhibit 43. Looking  
17 at the similarities between what happened then and  
18 what's happening now is kind of surprising. Laron  
19 Williams protest indicates that there were two Allstar  
20 Movers when his company came into existence. His  
21 company was still able to use Allstar, or some  
22 variation thereof, by simply adding "transfer" to the  
23 end of the name, and it also looks like from the  
24 various documents he's submitted, which date from 1996  
25 to present, there have been kind of several iterations

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1 of this name doing business as.

2 As I look through the exhibits, I see that we  
3 have on Exhibit 22, which is dated 1996, Northwest  
4 Cartage, Inc., d/b/a Northwest All Star Movers, and No.  
5 23 from 1997, just Northwest All Star Movers; in 1997,  
6 All Star Moving and Storage; Exhibit 25, All Star  
7 Movers; Exhibit 26, Northwest All Star Movers; Exhibit  
8 28, Laron Williams All Star Movers. Essentially, I  
9 just wanted too point out that the name has gone  
10 through various iterations all using "All Star."

11 Looking through here, the evidence, at least  
12 to me, becomes clear that at the time when he submitted  
13 his protest, three applicants for All Star were too  
14 much, but two is enough, and that's actually the  
15 situation that we have right now. In the affidavit of  
16 James Lucas, which is Exhibit No. 5, in Paragraph  
17 No. 5, he was actually advised by a state employee that  
18 the other All Star Movers had gone out of business, and  
19 essentially what they are doing is replacing and coming  
20 back in under the use of All Star.

21 So it seems kind of -- and I don't want to  
22 say two-face, but going back and forth, it seems like  
23 back when he could be the second one, that was okay,  
24 but now that my client wants to be the second one, all  
25 of a sudden this is not okay and there are too many All

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1 Stars around.

2 This, Your Honor, reserving my objection to  
3 the nature of the documents to hearsay, without a  
4 ruling, I don't know whether you are going to consider  
5 them or not, so what I would like to do is reserve my  
6 objection but address them, if that's okay with you.

7 JUDGE RENDAHL: That's fine. I think the  
8 time will come when Mr. Williams presents those  
9 exhibits.

10 MR. HAROLDSON: I don't want to open the door  
11 to their admission by my addressing them or something  
12 like that. Essentially, absent these three letters,  
13 which are before the Commission, and I'm referring to  
14 Exhibits 39, 40, and 41 -- just first of all, I would  
15 like to reserve my objection -- I would like to first  
16 address the Court to the date on all these letters,  
17 which is Friday, April 11th, 2008, which is long after  
18 this process had begun and another claim was to be  
19 made.

20 Absent these clearly self-serving letters,  
21 there is no evidence before this commission of any  
22 confusion, any consumer confusion or misleading of the  
23 shipping public. Like I say, again, absent those three  
24 letters, there really is no evidence presented so far,  
25 and I may have to address it later on, of the issues

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1 surrounding the name, and to the extent there were,  
2 even in these self-serving declarations, all of these  
3 individuals were able to recognize that the two  
4 companies were different, and in fact, went out of  
5 their way to recognize the difference between the  
6 Allstar Movers and All Star Transfer, and in fact, I  
7 believe to the extent that if it does become  
8 admissible, it provides evidence for my clients that,  
9 in fact, the average consumer can tell the difference.

10 I've also submitted to the Court, and I  
11 apologize. I always hate to see the record papered so  
12 much because it creates such an effort, but in this  
13 case, you are dealing with a generic name in this case,  
14 like All Star, and without getting too much into  
15 trademark litigation, the fact that a trademark has  
16 been obtained by anybody doesn't necessarily mean that  
17 that trademark won't later be defeated for whatever  
18 reason.

19 But just to briefly go through the evidence  
20 that I want to present on behalf of my clients,  
21 Exhibit -- again, just so I have some continuity and  
22 some flow to what I do, I just want to establish first  
23 off that in Exhibit No. 6 shows the Notice of Allowance  
24 of my client with the trademark Allstar Movers, and  
25 also in Exhibit No. 7, which is the trademark

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1 electronic search system for Allstar Movers, which also  
2 indicates that my client owns the live trademark for  
3 Allstar Movers, and on Exhibit No. 8 is that same  
4 trademark electronic search system that indicates that  
5 Mr. Williams essentially abandoned the trademark. It's  
6 listed as dead.

7 JUDGE RENDAHL: Which document are we looking  
8 at?

9 MR. HAROLDSON: This is Exhibit No. 8.

10 JUDGE RENDAHL: Because I didn't mark them as  
11 I went through them. Your Notice of Allowance has how  
12 many pages to it?

13 MR. HAROLDSON: Our Notice of Allowance  
14 itself is one page, and then there is also the receipt  
15 forcing off of g-mail.

16 JUDGE RENDAHL: And that's included?

17 MR. HAROLDSON: I think that's all included  
18 in the numbering, this is kind of the packet for Notice  
19 of Allowance, but there is a total of --

20 JUDGE RENDAHL: You said six pages in your  
21 list.

22 MR. HAROLDSON: Then that's what it is.

23 JUDGE RENDAHL: So Exhibit 7...

24 MR. HAROLDSON: Exhibit 7 is five pages.

25 JUDGE RENDAHL: It says "Allstar Movers" on

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1 it.

2 MR. HAROLDSON: Correct, and the one you are  
3 looking at, that is five pages. That is Exhibit No. 7.  
4 That is giving my client, allowing their trademark, and  
5 then Exhibit 8 indicates that the trademark claim that  
6 Mr. Williams asserted was canceled on March 12th, 2007,  
7 and that's five pages.

8 JUDGE RENDAHL: Okay.

9 MR. HAROLDSON: So again, with that in mind,  
10 the fact that to the extent there is a trademark, my  
11 client appears to have the paramount claim for it.

12 There are so many examples of the use of the  
13 name "All Star" that I believe when you look at all  
14 this, you realize that a consumer is not necessarily  
15 going to be deceived just by the fact that the name  
16 "All Star" is used. If they did -- it simple wouldn't  
17 be justified.

18 Alone, there are 891 claims made on the word  
19 mark "All Star" through the United States Patent and  
20 Trademark office. I've got that listed as Exhibit  
21 No. 9.

22 JUDGE RENDAHL: Are these limited to  
23 Washington State, or is this throughout the United  
24 States?

25 MR. HAROLDSON: This is nationwide, and I do

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1 have some state-instructive material that I will  
2 include later, and I will get to that in just a second.  
3 Again, that's "All Star" with the space in between,  
4 which my understanding is that's the claimed  
5 combination by Mr. Williams, and then my Exhibit No. 10  
6 is "Allstar," one word, which is the name that my  
7 client seeks to approval for, and there are 218 entries  
8 for the word combination "All Star" in the Federal  
9 Trademark database.

10                   Your Honor asked about  
11 Washington-State-limited material, and there are,  
12 referring the Court to Exhibit No. 11, the Washington  
13 Secretary of State, just corporations incorporated in  
14 Washington State, 119 results for names containing "All  
15 Star" used by businesses incorporated in Washington  
16 State, and there are five pages following that, and the  
17 Court can see there are many permutations.

18                   I would also like to note that there are a  
19 lot of things that are similar: All Star Auto Group,  
20 Inc.; All Star Automotive, Inc.; All Star Autos, Inc.  
21 Those are three specific businesses that are all, in  
22 fact, right next to one another and probably not owned  
23 by the same person. All Star Gas, and All Star Heating  
24 and Air Conditioning; All Star Plumbing and Heating,  
25 LLC; Allstar Plumbing and Mechanical, LLC; All Star

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1 Plumbing, Inc.

2           Essentially, it's such a general term that,  
3 as I've stated there, 119 businesses. This didn't  
4 count sole proprietors. These are just people who have  
5 been incorporated under this name, and then going on  
6 Exhibit No. 12, if you take out the quotes and just put  
7 in All Star, and I don't know what the secretary of  
8 state's search engine does when you put that in, but  
9 that pops up 179 results, and this is just businesses  
10 that are incorporated in Washington State.

11           At one time, there was an All Star  
12 Relocations, Inc., and this also has several  
13 permutations with a dash in between, so there are those  
14 particular, and I can only assume that people perhaps  
15 added a dash in between to draw distinction, but again,  
16 when you have a general name that's being used so much,  
17 the fact is, other people are going to want to use it  
18 as well, and although I can't speak for every All Star  
19 person in here, it may or may not be true that there  
20 just is some confusion that is part of doing business  
21 when you use a general name.

22           Again going on, there was another search that  
23 was just "Allstar" all one word, and there are 52 words  
24 results for "Allstar" in Washington State, and then  
25 getting a little more general, superpages.com, 52



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1 entries in Washington State for "Allstar," all one  
2 word, and that's Exhibit 14; 200 entries for "All Star"  
3 two words in Washington State, and the capper in this,  
4 and what I think is an indicator of how general this  
5 name is, is the fact that when a Google search was done  
6 for "Allstar Movers," and I put it in quotes to  
7 distinguish it, but the quotes aren't in there,  
8 3,666,000 results for that search stream.

9           And as Your Honor can see, there are Allstar  
10 Movers in New York, in Brooklyn, Fairfax, Manhattan,  
11 Austin. I could go into it, but I think it's apparent  
12 that this is a name that at least nationwide, many,  
13 many, many, maybe not 3.6 million, but very many  
14 businesses and moving companies, to that extent, share  
15 that name.

16           So to the extent that this might mislead the  
17 shipping public, I think that's not quite as serious of  
18 a problem as it might have been presented, and in  
19 looking at the statute, one can imagine that there are  
20 situations where the Commission might have wanted to  
21 provide a remedy for situations where there was clearly  
22 an opportunity taken to capitalize on another company's  
23 good name.

24           Something like if there is a Jackson Moving,  
25 then asking to be Jackston Moving, or something like

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1 that, adding a "t" in, or Speedy Movers, and then  
2 Speeding Movers or Speedly Movers, or if you took  
3 Johnson Moving and then put J Johnson or A Johnson  
4 Movers. I think that's the kind of misleading of the  
5 shipping public that this rule was probably intended to  
6 remedy, and you just don't have that here. You have a  
7 company using a general name, All Star, using it  
8 spelled in a different manner than the protestant; All  
9 Star, two words, versus Allstar, all one word, and you  
10 have a general term.

11 Just a dictionary definition of "mislead" is  
12 "To lead in a wrong direction or into a mistaken action  
13 or belief often by deliberate deceit."

14 JUDGE RENDAHL: What dictionary are you  
15 referring to?

16 MR. HAROLDSON: This is Merriam-Webster  
17 online, [www.merriam-webster.com](http://www.merriam-webster.com). The purpose of this  
18 definition is just to show that often times and in the  
19 lettering of the rule, that this misleading often  
20 implies some kind of deceit or deception or some kind  
21 of action affirmatively taken by the person essentially  
22 seeking to come in second, and you don't have any of  
23 that here.

24 In the affidavit of James Lucas, you clearly  
25 have testimony that the name was essentially approved.

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1 It's unfortunate, because my clients were told by a  
2 state employee, albeit not probably affiliated with  
3 this agency, that the name Allstar Movers was  
4 acceptable because there was another moving company who  
5 was using the name but it had gone out of business.  
6 There just isn't any evidence provided of deceit or  
7 some kind of negative affirmative action on my client's  
8 part. All they sought to do was simply to put a name  
9 to their business.

10           Then I would like to briefly address the  
11 other prong of the statute, which is the result of  
12 unfair or destructive competitive processes. Unfair or  
13 destructive competitive practices; again, there really  
14 is an absence of any evidence of unfair or destructive  
15 competitive practices in the record. Again, just  
16 looking at a dictionary definition off of law.com,  
17 "Unfair competition is the wrongful and/or fraudulent  
18 business methods to gain an unfair advantage over  
19 competitors."

20           Again, this implies something that is  
21 wrongful. It says wrongful or fraudulent, implying  
22 there is some kind of action on my client's part that  
23 was taken with the intent to deceive; that the  
24 Commission and the agency is allowed to come in and  
25 stop that affirmative action from happening, from

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1    harming an existing user of a name in the UTC, and  
2    again, you don't have that here.

3                In fact, my client's laid out in his  
4    affidavit a lot of factors that he believes show that  
5    these companies can, in fact, coexist and provide a  
6    valuable service to the public. As I think everyone  
7    can take notice of, and hopefully this tribunal can  
8    take judicial notice of is that traffic is horrible in  
9    Seattle and in the Puget Sound area, and diesel fuel  
10   prices are over \$4.25 a gallon in places, sometimes  
11   even more.

12               The geographic distance between these  
13   companies is, while not as great as between Spokane and  
14   Seattle, there is a tremendous amount of effort  
15   required a tremendous amount of fuel required for these  
16   individuals to make trips and to get business. In  
17   fact, my clients are located in Pierce County.  
18   Mr. Williams is located in Snohomish County, and in  
19   between those is a terrible maelstrom of traffic and  
20   essentially very difficult to get through.

21               So I believe that it would be in the public's  
22   interest to have a company that can serve both sides of  
23   that and to be able to give competitive pricing for  
24   services that don't require a trip through Seattle. My  
25   client says in his affidavit that he doesn't feel his

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1 company could provide a competitive bid for services  
2 near Mr. Williams' location. That's Paragraph 9, and  
3 he doesn't believe that Mr. Williams could  
4 competitively bid for business down in his location  
5 just for the hours and fuel prices and the traffic.

6 JUDGE RENDAHL: Mr. Haroldson, are you  
7 planning on putting forth a witness for me to ask  
8 questions to or other parties to questions, or should I  
9 ask you some questions that I have?

10 MR. HAROLDSON: I think in all fairness, one  
11 of the representatives from my client's company should  
12 be asked the questions. Would it be possible to take a  
13 brief recess just so I can put them at ease?

14 JUDGE RENDAHL: I think we will probably need  
15 a recess anyway. I didn't want to interrupt you.

16 MR. HAROLDSON: No. I appreciate that, and I  
17 was not sure whether Your Honor would be calling on  
18 witnesses so I didn't prep them, essentially, as  
19 adequately as I would like to. Not that I anticipate  
20 anyone will be pummeling them with cross-examination.

21 JUDGE RENDAHL: I don't intend to pummel your  
22 clients.

23 MR. HAROLDSON: Again, going back to the  
24 protest letter of July 25th, 2007, the Washington  
25 Utilities and Transportation Commission, the last

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1 paragraph protests the use of All Star in the  
2 applicant's name since there are already two variations  
3 with the name and they are in our area of operation.  
4 This decision is in the interest of the public and the  
5 well-being of All Star Transfer, and I think it goes to  
6 some extent without saying, but I did just say it, that  
7 for Mr. Williams to have a defacto monopoly over any  
8 permutation of the term "All Star" would be greatly in  
9 his best interest.

10 But would it be in the best public interest,  
11 and would it be in accordance with WAC 480-15-390?  
12 That fact in and of itself would be misleading the  
13 shipping public or unfair or destructive competitive  
14 process. The rule is that the public interest is  
15 paramount. To the extent that any unfair, destructive,  
16 or competitive practices are asserted, again, reserving  
17 my objection to the hearsay of the three letters,  
18 Exhibits 39, 40, and 41, they contain only self-serving  
19 testimony about, again, prepared in advance of  
20 litigation and containing self-serving testimony about  
21 allegations of harm to the public.

22 I would also like to point out that there is  
23 a second section to this, which is getting agreement  
24 from the party who has this similar name, and as my  
25 client lays out in his affidavit, we tried in good

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1 faith to negotiate some kind of coexisting resolution  
2 with Mr. Williams, but essentially, any version of "All  
3 Star" was unacceptable to him, notwithstanding the  
4 fact that it was his belief that there were three All  
5 Star's in business when he was doing his protest  
6 letter. So unfortunately, we didn't just jump to a  
7 hearing without at least attempting to resolve this.

8 I think just briefly to close out my  
9 presentation, the issues are misleading the shipping  
10 public resulting in unfair or destructive competitive  
11 practices. You can't just come forward and say that  
12 the existence of someone else with a similar name ipso  
13 facto means the shipping public will be misled.  
14 You've got to show evidence.

15 In a private claim, you've got to show harm,  
16 and we don't have any evidence of that either.  
17 Mr. Williams hasn't shown us any evidence of harm or  
18 causation of that harm for there to be any,  
19 essentially, substantiated claim of unfair or  
20 destructive or competitive practices.

21 I think that our clients have shown that in  
22 the evidence they've submitted that there is no  
23 confusion, no misleading of the shipping public, and no  
24 unfair or destructive competitive practice that exists  
25 here. These companies can coexist, and they can do so

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1 while serving the public interest while each being able  
2 to run a prosperous business. We would ask the  
3 Commission to approve the use of the name as my client  
4 suggested. Thank you.

5 JUDGE RENDAHL: I think it would be  
6 appropriate to have someone from your client available  
7 to answer questions first from Mr. Williams, if he has  
8 any, and then Ms. Cameron-Rulkowski, and then I do have  
9 a few questions if they are not answered by the  
10 questions that the other parties might have.

11 So I think it might be best for us to take a  
12 five-minute break, come back, and we will start that  
13 process, and then after that point, Mr. Williams, have  
14 an opportunity to make a similar presentation, and  
15 because you are not a lawyer, you may also be the  
16 witness, if you choose to do that, and then,  
17 Ms. Cameron-Rulkowski, if you have a presentation, you  
18 can go forward with that. So we'll be off the record.

19 (Recess.)

20 JUDGE RENDAHL: Mr. Haroldson, you are  
21 presenting the witness for your client?

22 MR. HAROLDSON: Yes.

23 JUDGE RENDAHL: You are offering a witness  
24 for questions.

25 MR. HAROLDSON: I call James Lucas as a



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1 witness in this proceeding.

2 JUDGE RENDAHL: Give your name and address,  
3 please.

4 MR. LUCAS: My name is James Lucas, 3704  
5 160th Avenue East, Bonney Lake, Washington, 98391.

6

7 Whereupon,

8 JAMES LUCAS,

9 having been first duly sworn, was called as a witness  
10 herein and was examined and testified as follows:

11

12 JUDGE RENDAHL: Mr. Williams, do you have any  
13 questions for Mr. Lucas based on what Mr. Haroldson has  
14 described about the exhibits for Mr. Lucas's affidavit?

15 MR. WILLIAMS: I had some questions that are  
16 related to the case but not necessarily to either one  
17 of those statements, but offer it up so far.

18 JUDGE RENDAHL: If it's not related to the  
19 case --

20 MR. WILLIAMS: It is related to the case.

21 JUDGE RENDAHL: Go ahead and ask the  
22 questions.

23

24

25

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1 CROSS-EXAMINATION

2 BY MR. WILLIAMS:

3 Q. I just wanted to ask you, we had a telephone  
4 conversation about a year and a half ago, that you  
5 recall?

6 A. No.

7 Q. You don't recall?

8 A. No.

9 Q. When I came in here you said yeah.

10 A. Recently. A year and a half ago was Ryan you  
11 spoke to.

12 MR. WILLIAMS: Then I have no questions.

13 JUDGE RENDAHL: Ms. Cameron-Rulkowski, do you  
14 have any questions for Mr. Lucas?

15 MS. CAMERON-RULKOWSKI: I do.

16

17

18 CROSS-EXAMINATION

19 BY CAMERON-RULKOWSKI:

20 Q. Mr. Lucas, when someone picks up the phone  
21 for your company, how does your company announce itself  
22 on the phone?

23 A. Allstar Movers and Delivery.

24 Q. Have you ever received mail from any other  
25 company?

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1 A. No.

2 Q. Have you ever received any deliveries for the  
3 other company?

4 A. No, I have not.

5 Q. Have you ever received, to your knowledge,  
6 any calls from customers thinking that you were the  
7 other company?

8 A. Not to my knowledge.

9 Q. What's the furthest north moving services  
10 that you've provided?

11 A. I believe Bremerton.

12 Q. On this side of the Sound?

13 A. Bremerton would be -- on this side? Oh, down  
14 south you mean?

15 Q. No. What's the furthest north, not across  
16 the Sound, so not on the Peninsula, but on the  
17 mainland, if you will.

18 A. So Northeast?

19 MR. HAROLDSON: I-5 corridor.

20 THE WITNESS: Thank you. The furthest north  
21 would be, I think, Bellevue.

22 MS. CAMERON-RULKOWSKI: Thank you.

23 JUDGE RENDAHL: I just have a few questions.

24 See, this is relatively painless. You just talked to

25 Ms. Cameron-Rulkowski about the farthest north, but can

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1 you give me a general description of the counties in  
2 which you operate?

3 THE WITNESS: Typically Pierce County,  
4 Thurston County, South King.

5 JUDGE RENDAHL: And South King meaning  
6 Bellevue?

7 THE WITNESS: Kent is typically the delivery  
8 service. Sometimes we do get extraordinary  
9 circumstances where we are called in to go farther, but  
10 typically, our biggest venue would be with the Old  
11 Cannery Furniture Warehouse, and they tend to do the  
12 farther out deliveries for courtesies.

13 JUDGE RENDAHL: Meaning they do it  
14 themselves?

15 THE WITNESS: Because of the price of fuel --  
16 they make a much higher profit off the furniture  
17 commission; whereas we only charge a set price, I can't  
18 send my men out to do -- after paying L&I hours and  
19 fuel costs and wear-and-tear on my truck, I can't send  
20 them out to deliver a couch for \$200 that far. It's  
21 just not feasible.

22 It does happen sometimes on big sales if they  
23 call. The Cannery will call me, and they will make  
24 what's called a courtesy delivery that they will  
25 schedule with my company, but that's more on a favor

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1 basis. It doesn't happen very often.

2 JUDGE RENDAHL: But the regular service you  
3 provide for them is more local.

4 THE WITNESS: More local, \$100, \$120 for a  
5 couple of couches and a coffee table. Things of that  
6 nature are much more common, 99 percent of the time.

7 JUDGE RENDAHL: Are you familiar with All  
8 Star Transfer's advertising format?

9 THE WITNESS: Before today, I had never seen  
10 any of his logos or anything.

11 JUDGE RENDAHL: Do you design the advertising  
12 yourself, or do you have someone else design your  
13 advertising?

14 THE WITNESS: I have someone else design the  
15 advertising with my input on design along with my  
16 copartners.

17 JUDGE RENDAHL: When you first received  
18 notice or your company first received notice from the  
19 Commission about the issue with the similarity of the  
20 name of Mr. Williams' company, what did you first do?

21 THE WITNESS: In July, I believe, was the  
22 first time I heard from the Commission regarding the  
23 name "All Star." I was in the middle of a move going  
24 to Ellensburg. It was a three-truck move. I contacted  
25 the gal who is in my front office and let her know, and

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1 we had decided to obtain an attorney at that time.

2 JUDGE RENDAHL: The documents that are  
3 included here, did the company change its name from  
4 Allstar Movers, LLC, to Allstar Movers and Delivery,  
5 LLC?

6 THE WITNESS: That is true. We made the  
7 change at that time and changed our name.

8 JUDGE RENDAHL: Did you do that after talking  
9 with Mr. Williams?

10 THE WITNESS: Yes.

11 JUDGE RENDAHL: But Mr. Williams didn't agree  
12 to the new name either?

13 THE WITNESS: That is correct.

14 JUDGE RENDAHL: Have you had any  
15 conversations with Mr. Williams since the change of  
16 name about this issue?

17 THE WITNESS: Recently. I would say around  
18 February, I think, or maybe even January, we discussed  
19 some alternatives on the phone.

20 JUDGE RENDAHL: But you haven't reach any  
21 agreement yet.

22 THE WITNESS: That is true.

23 JUDGE RENDAHL: I don't have any other  
24 questions unless there is anything you wish to ask in  
25 follow-up, Mr. Haroldson.

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1           MR. HAROLDSON: I have just one question. Is  
2 it your understanding that Mr. Williams' position is  
3 that any use of "All Star" in any name is unacceptable  
4 to him?

5           THE WITNESS: That is my position.

6           MR. HAROLDSON: Thank you. I would just  
7 like -- I neglected in evidence to put in the phone  
8 book ads of my clients, as the AG pointed out, but they  
9 are sitting in front of me, so I would like to mark and  
10 identify these for the record. The first is --

11          JUDGE RENDAHL: Before you do that, will you  
12 be making photocopies and sending those into the  
13 Commission, or do you want us to take the phone books  
14 themselves?

15          MR. HAROLDSON: I would be willing to do  
16 whatever it takes to facilitate not having an entire  
17 phone book in your file.

18          JUDGE RENDAHL: We would appreciate that.

19          MR. HAROLDSON: I would be more than happy to  
20 make copies and return these.

21          JUDGE RENDAHL: We can do that after the  
22 hearing. So the first item you want to identify is --  
23 so you have three of them, so they will be 18, 19, and  
24 20.

25          MR. WILLIAMS: Is he offering new evidence

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1 now?

2 JUDGE RENDAHL: Yes.

3 MR. WILLIAMS: I would object to anything  
4 new, because if I knew we were submitting more Yellow  
5 Page ads, then maybe I would have brought things that  
6 show what we are advertising currently. I didn't  
7 include any current advertising.

8 MR. HAROLDSON: If Your Honor wants to allow  
9 him to submit something later on, you can consider  
10 that. He is welcome to ask my client questions about  
11 the book.

12 JUDGE RENDAHL: I guess I would ask what  
13 additional benefit, what do you think by offering these  
14 pages might offer proof?

15 MR. HAROLDSON: As an offer of proof that my  
16 client hasn't gone about advertising in a way that's  
17 intentionally deceptive; that there is nothing unfair  
18 or deceptive about their advertising.

19 JUDGE RENDAHL: My concern is, again, that  
20 the notice of the hearing indicated that anyone who  
21 wished to submit anything in the hearing needed to do  
22 so by a certain date, which you did. We have overcome  
23 that particular issue, and so I'm not sure I see the  
24 additional benefit just by the page of the  
25 advertisement to prove what you have suggested, and I



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1 think it would be prejudicial to the others to now  
2 allow additional documents during the hearing when you  
3 could have submitted those at the time. So at this  
4 point, I'm going to reject offering new evidence at  
5 this point.

6 MR. HAROLDSON: That's fine.

7 MR. WILLIAMS: I had additional customer  
8 testimony that I could have brought today, but I didn't  
9 on the basis of the rules here.

10 JUDGE RENDAHL: Anything additional for your  
11 witness, Mr. Haroldson?

12 MR. HAROLDSON: No, that's all.

13 JUDGE RENDAHL: You may be excused.

14 Mr. Williams, it's your turn now, and you can make  
15 whatever statement you wish to make and discuss the  
16 documents that have already been admitted into evidence  
17 and to address those three documents that have been  
18 marked as Exhibit 39, 40, and 41.

19 The issue is the fact that these documents  
20 are hearsay; that the person who wrote the document is  
21 not here to describe it, to verify that they in fact  
22 sent the document and why they sent it, so that's the  
23 background from a legal perspective the objection to  
24 these three documents. So the extent you can address  
25 those issues for the purpose of discussing whether they

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1 should be included in evidence, now is your time to do  
2 that.

3 MR. WILLIAMS: First of all, there is obvious  
4 importance to these documents because they are from  
5 real customers. They were having some trouble  
6 understanding who this company was and had some serious  
7 questions about the company, and customers that also  
8 knew us under the mark of All Star Movers.

9 Additionally, I would like to address the  
10 fact that he mentioned that these were all dated with  
11 the same date, which isn't true. The e-mail from  
12 George Causey is dated February 19th of '08. The other  
13 two were on the same day. We kept a customer list of  
14 people that had called in with issues or complaints  
15 about the Allstar Movers in Sumner, and we wrote down  
16 their names and numbers and did call them back and  
17 asked them to write their experience down.

18 So insofar as that's self-serving, apparently  
19 it is, but they are real complaints from real  
20 customers, and he didn't question the authenticity of  
21 the documents, so they should be admissible.

22 JUDGE RENDAHL: Do you have anything  
23 additional to say about the documents that have been  
24 admitted, Exhibits 21 through 38 and 42 through 45?

25 MR. WILLIAMS: I do. I'm not going to refer

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1 to particular exhibits, unless I need to, but in  
2 general, the majority of my exhibits displayed the fact  
3 that we use the mark and spent a considerable amount of  
4 time and money advertising the name All Star Movers and  
5 All Star Moving prior to the complaint from All Star  
6 Moving in Spokane, and obviously, we've made a mark and  
7 created a mark under the name of All Star Movers and  
8 All Star Moving. Some of the changes we made in the  
9 name -- I don't know. I'm almost testifying on my own  
10 behalf here. Is that okay to do at the same time?

11 JUDGE RENDAHL: You are not represented by  
12 counsel. You are an attorney pro se. What you are  
13 doing is obviously a mix of testimony and statements,  
14 so it's acceptable.

15 MR. WILLIAMS: I merged with Northwest  
16 Cartage Inc., in order to get permitted at that time.  
17 There was a tough program in order to get a permit  
18 through the WUTC, and I merged with Northwest Cartage,  
19 Inc., and I was already operating as All Star Movers  
20 for several years before that.

21 So we came up with Northwest All Star Movers  
22 and the combination of the two companies and actually  
23 applied for our permit under All Star Moving. We went  
24 and actually got a federal trademark on the name,  
25 spent, obviously, thousands of dollars on that, only to

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1 find out that All Star Moving in Spokane existed, which  
2 we did a very similar search like you guys did through  
3 the trademark process and they never came up.

4 If you ever want a great example of case law,  
5 and this is identical, is we went through the exact  
6 same process to create the name on an honest and  
7 sincere basis not knowing there was another company  
8 with that name, only to find out they did exist, and  
9 the WUTC rules overrode anything inside the state of  
10 Washington that we could have established on a national  
11 or federal basis.

12 That being said, we had to change our name,  
13 had to reletter ten trucks, change advertising, change  
14 our paperwork, and one of the only reasons that we were  
15 able to do so was that All Star Moving in Spokane  
16 agreed just because of our massive geographic distance  
17 and the fact that we were mainly Washington based  
18 separated by a mountain range, they agreed to let us  
19 significantly change our name to All Star Transfer,  
20 Laron Williams, Inc. So you could see that the reason  
21 for so many different d/b/a's and names is because we  
22 had a journey.

23 So the majority of my documents go to show  
24 that we established a customer name and recognition  
25 through the public with the name All Star Movers prior

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1 to having changed, and that customer base to this day  
2 still trusts the name All Star Movers and the business  
3 that we built during that time, and these letters will  
4 also show that there is people out there that see us  
5 that way.

6           So while Mr. Haroldson has made a great job  
7 of showing there is a lot of All Star's out there, he  
8 is not addressing the fact that we have built a  
9 substantial name under that mover's connotation and we  
10 still to continue to operate and our customers still  
11 know us under that name.

12           And while he claims that his client's intent  
13 isn't to deceive, intent is something that we obviously  
14 can't prove here. We don't know what their knowledge  
15 was of this. In their attorney's own words, they were  
16 coming in to take the place of All Star Moving in  
17 Spokane, and that implies that an attempt to pick up  
18 where somebody left off, and most likely enrich from  
19 advertising or someone else's hard work that wasn't  
20 done by them.

21           On a point of trademark law, there is lots of  
22 All Star's out there in several different ranges of  
23 business, but in the moving business in this geographic  
24 location, there should only be one. We operate and  
25 have operated in Tacoma and the entire Puget Sound area

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1 and the West Coast all the way to Arizona, but I didn't  
2 provide documentation of that because this is  
3 pertaining to Washington state only today, but we serve  
4 this entire area and have for many years and have a  
5 Tacoma telephone number, so it's a matter of  
6 overlapping geographic areas. In fact, there is  
7 clearly some confusion among the public.

8 I didn't realize that All Star Moving in  
9 Spokane had gone out of business until this came up,  
10 these guys' company sprouted up here recently, and I  
11 called All Star in Spokane just to talk to the wife and  
12 realize they had gone out of business right about the  
13 time these guys came up, and so if nothing else, the  
14 timing makes it appear that their intent was to take  
15 the place of another company using that name.

16 Unfortunately, their history is in Spokane.  
17 It's not over here, and I think that the evidence  
18 provided shows that there is a difference there, and  
19 the purpose of this court today obviously is to provide  
20 not justification for the use of All Star in any other  
21 industry other than the moving industry, and it's  
22 pretty clear that this is confusion on the public, and  
23 this is damaging my reputation as well as taking jobs  
24 that we should be receiving from customers that think  
25 they are using us.

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1                   One of the big problems, if I can refer to  
2 the exhibits that were in question, or how does this --

3                   JUDGE RENDAHL: I think we need to talk about  
4 these exhibits and their admissibility before you talk  
5 about the content of them. So the first one, which has  
6 been marked as 39, you indicate you received from  
7 George on February 19th. At least that's what the  
8 e-mail indicates.

9                   MR. WILLIAMS: Correct.

10                  JUDGE RENDAHL: And then the other two you  
11 indicate based on phone calls to you from customers and  
12 a log you maintain you contacted them and asked them to  
13 e-mail you; is that correct?

14                  MR. WILLIAMS: Correct. I figured their  
15 experiences were very real and very pertinent to what  
16 was going on here. Without any idea of or instruction  
17 as to how they would write it, they came up with their  
18 personal experiences and what happened. This seems  
19 like it couldn't be more pertinent than that.

20                  MR. HAROLDSON: I maintain my objection based  
21 on the fact that it is an out-of-court author and this  
22 document is offered for the truth of matter asserted  
23 it's classic hearsay. It's actually hearsay within  
24 hearsay with regard to No. 39.

25                  This is the reason why you don't accept these

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1 kind of documents is because there is no opportunity to  
2 cross-examine the author of the document to give the  
3 Court a true perspective on why this was written the  
4 way it is. It's not sworn under oath. It's not a  
5 declaration. It doesn't meet any formalities for  
6 conclusion that way as well, so I just sustain my  
7 objection based on hearsay.

8 JUDGE RENDAHL: Ms. Cameron-Rulkowski, do you  
9 want to weigh in on this at all?

10 MS. CAMERON-RULKOWSKI: If it were in  
11 declaration form, would you stipulate to its  
12 submission?

13 MR. HAROLDSON: I think it's still hearsay.

14 JUDGE RENDAHL: Mr. Haroldson, I should let  
15 you know that the Commission's rules don't prohibit us  
16 from allowing what would be hearsay in a state court  
17 and can be admitted, and if so, will be given the  
18 weight that it should be given based on the fact that  
19 it is not properly documented or there is no witness  
20 here to verify the contents.

21 So I'm inclined to admit it and give it the  
22 weight that it is accorded because we don't have anyone  
23 here to testify to why it was written and under the  
24 circumstances that it was written and what the intent  
25 was in submitting it, so with that understanding, I



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1 will be admitting Exhibits 39, 40, and 41.

2 MR. HAROLDSON: My concern is obviously that  
3 these people, there is no way for me to examine their  
4 affiliations with or whether they are personal or  
5 otherwise connections, even who, verify anything about  
6 those documents, as long as that's taken into  
7 consideration, they are very one-sided.

8 JUDGE RENDAHL: I take that into  
9 consideration when admitting them; that they are what  
10 they are without any understanding of who wrote them,  
11 what their affiliation is with Mr. Williams or the  
12 company or what the circumstances were for writing  
13 other than what is on the record, so I will admit them  
14 and accord them the weight appropriate given the lack  
15 of evidence to support them.

16 MR. HAROLDSON: Thank you.

17 JUDGE RENDAHL: So Exhibits 39, 40, and 41  
18 will be admitted into the record. Is there anything  
19 further you wish to say about these documents?

20 MR. WILLIAMS: The one document I guess I  
21 have one of the biggest issues with was Exhibit No. 40  
22 in which she asked further if this company was the same  
23 company that helped them move several years ago. They  
24 responded that it was more than a couple years so they  
25 probably weren't the ones that did it.

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1           Then she asked if they knew of any other  
2 company besides hers that was named All Star Movers,  
3 and she responded by telling them that she, this  
4 dispatcher, did not know of any other business with the  
5 same name, and obviously, Greg has already acknowledged  
6 that his dispatch knew that we existed out there, and  
7 it just seems like it wasn't as forthcoming as it could  
8 have been; that they could have said, Absolutely there  
9 is, that there is another company, and we are dealing  
10 with them. We are trying to use the name right now. I  
11 felt like it could have been more up front.

12           I didn't make a history of collecting of  
13 these types of samples until the hearing, and I didn't  
14 realize that was even an option because I was never  
15 given an option overhearing back years ago when we went  
16 through this.

17           MR. HAROLDSON: Object to relevance.

18           MR. WILLIAMS: We didn't collect as many  
19 customers as we could have, but there have been  
20 countless others.

21           JUDGE RENDAHL: Objection noted, but given  
22 the pro se nature of the protestant, I'm going to let  
23 the testimony stand.

24           MR. WILLIAMS: So due to lack of referral,  
25 the obvious geographic proximity of where they are

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1 operating inside of our operating area, and we are  
2 actually planning on opening an office in Tacoma, so  
3 then there is really going to be a lot more problems  
4 than there was prior with an actual presence of an  
5 office down there.

6 I did speak to Greg a year and a half ago and  
7 expressed my absolute problem with him using the mark  
8 "All Star" when we had actually built quite a customer  
9 base under the name, and it being a part of a temporary  
10 proceeding in order for them to get a permit, there  
11 shouldn't have been any question that there was a  
12 problem with an existing permit holder, and at that  
13 point, they should have changed their name immediately.

14 So their disregard for the process which has  
15 happened and to continue operating for going on two  
16 years knowing that this was out here and that this was  
17 an issue with an existing permit holder, I'm not sure  
18 where the drop of the ball came or why this wasn't  
19 followed up on sooner because it probably should have  
20 happened a year ago, but I don't know what the process  
21 is for following up on temporary permits when they are  
22 told to change their name. I don't know only how long  
23 the permit process lasts, but probably should have been  
24 addressed.

25 I think one of the other facts I wanted to

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1 mention is that while he sat here under oath and just  
2 said they don't go any further than Bellevue, he just  
3 told me prior to the proceeding, and I have a friend  
4 who I went to high school with --

5 MR. HAROLDSON: Objection, hearsay.

6 JUDGE RENDAHL: If you have something that  
7 you can attest to that you in fact heard as opposed to  
8 attributing it to somebody else, then you should state  
9 it as your observation or your experience.

10 MR. WILLIAMS: Understand. Greg just told me  
11 this morning he went to Marysville. I heard it  
12 personally.

13 MR. HAROLDSON: Objection.

14 JUDGE RENDAHL: For its weight. Given the  
15 nature of the proceeding, I'm going to allow it, but if  
16 you can restrict it to your observation and what you  
17 heard as opposed to what somebody else said to you.

18 MS. CAMERON-RULKOWSKI: Your Honor, we do  
19 have the witness available. In this case, is it  
20 something that we could follow-up with the witness?

21 JUDGE RENDAHL: We probably could. Why don't  
22 you go forward, and if you would like to bring your  
23 witness forward to verify or not, then we can do that.

24 MR. WILLIAMS: I apologize to the Court for  
25 coming pro se today. I didn't think this was going to

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1 be as big of a legal issue as it is. I thought it was  
2 a pretty cut-and-dry statute that was here, and so  
3 yeah, I feel a little bit outgunned here, but I think I  
4 made my points clear that we built a name under the  
5 name All Star Movers, and there wasn't any variation of  
6 All Star in the transportation of furniture for  
7 compensation in the state of Washington. It's  
8 obviously close to our name and deceptive regardless of  
9 their intent, and they should change it. We've also  
10 established public confusion, and that's about all I  
11 have on that.

12 MS. CAMERON-RULKOWSKI: May I address a  
13 question to Mr. Williams?

14 JUDGE RENDAHL: Let's have counsel for  
15 Allstar Movers go first; that is, if you are done.

16 MR. WILLIAMS: Yes, I am.

17 MR. HAROLDSON: So any variation of All Star  
18 is unacceptable to you, but yet you operated for many  
19 years with another All Star; correct?

20 MR. WILLIAMS: Correct.

21 MR. HAROLDSON: And when you say that my  
22 client should have been aware of this whole situation,  
23 it's your belief that they should have just changed  
24 their name because you said so?

25 MR. WILLIAMS: Because an existing permit

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1 holder has a dispute. I think the Commission rules are  
2 pretty clear that it's a deceptive or similar name,  
3 that we built a name for ourselves, yes.

4 MR. HAROLDSON: As far as your office in  
5 Tacoma, there is nothing in any of the evidence you've  
6 presented that substantiates that.

7 MR. WILLIAMS: Just my testimony, and  
8 existence of a 253 number in Tacoma that we've had for  
9 ten years. We obviously have intentions to expand.

10 MR. HAROLDSON: Referring back to Exhibit  
11 No. 40, there seems to be some confusion over whether  
12 there is some issue over whether there is another All  
13 Star Movers, but you were critical of someone else for  
14 not referring to your All Star Movers. When people  
15 call you, do you make clear to every caller which All  
16 Star Movers?

17 MR. WILLIAMS: I've never been asked by  
18 anybody else if there is another All Star. If I was,  
19 then I would very pointedly explain to them there is an  
20 unlicensed Allstar Movers that's down in Sumner trying  
21 to trample on our name is how I would probably put it  
22 to them.

23 MR. HAROLDSON: So if you never received that  
24 call or that testimony, there really can't be that much  
25 confusion, can there?

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1           MR. WILLIAMS: Not on their behalf. Because  
2 of the size of their operations, it's limited to how  
3 many customers they've had in their short length of  
4 time in the business. We are talking about 17 years  
5 doing what we've been doing, so there is substantially  
6 more good will.

7           MR. HAROLDSON: You seem to make a lot of my  
8 clients attempting to allegedly trade on the good name  
9 of a company in Spokane. If that company was  
10 coexisting with you and it's their good name and good  
11 will over there, it can't really harm you over here,  
12 can it?

13           MR. WILLIAMS: If they were over there, it  
14 wouldn't, no.

15           MR. HAROLDSON: But the good will or whether  
16 they were taking allegedly good will of a company in  
17 Spokane can't really have any effect on your company,  
18 can it?

19           MR. WILLIAMS: Since the names are so similar  
20 and the geographic location is in our backyard,  
21 absolutely. The only problem we have is where they  
22 are.

23           MR. HAROLDSON: Just one last thing. You  
24 presented to the Commission a list of documents  
25 sequencing your various moves through different d/b/a's

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1 and name changes and all that, and you also stated that  
2 you have a very loyal customer base, and it's true that  
3 all of those customers were able to follow your various  
4 name changes throughout the years; correct?

5 MR. WILLIAMS: I would assume so, yeah. They  
6 followed the All Star name, yes.

7 MR. HAROLDSON: So they weren't very  
8 confused, were they?

9 MR. WILLIAMS: We were the only one in  
10 existence.

11 MR. HAROLDSON: Wasn't there another All Star  
12 Mover in Spokane?

13 MR. WILLIAMS: In Spokane.

14 MR. HAROLDSON: I don't have any other  
15 questions for Mr. Williams.

16 JUDGE RENDAHL: Thank you.

17 Ms. Cameron-Rulkowski?

18 MS. CAMERON-RULKOWSKI: Thank you, Your  
19 Honor. Have you received any calls from customers  
20 thinking that you were the other company?

21 THE WITNESS: I haven't, no.

22 MS. CAMERON-RULKOWSKI: How does your company  
23 answer the phone?

24 THE WITNESS: All Star Transfer and Storage,  
25 for the most part we do.



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1 MS. CAMERON-RULKOWSKI: Have you ever  
2 received mail for the other company?

3 MR. WILLIAMS: I have not.

4 MS. CAMERON-RULKOWSKI: Have you ever  
5 received any other deliveries for the other company?

6 MR. WILLIAMS: I have not.

7 MS. CAMERON-RULKOWSKI: What is your  
8 understanding of the area that All Star Moving and  
9 Storage operates in? Excuse me. What is your  
10 understanding of the area that Allstar Movers and  
11 Delivery operates in?

12 MR. WILLIAMS: My understanding is they will  
13 operate wherever they will get a job. If they can sell  
14 a job in Seattle or Shoreline or Edmonds, then they  
15 will do the job if the customer is willing to pay to  
16 travel up there.

17 That's the way the authority works. That's  
18 the way the permit works. It's a statewide permit.  
19 The only reason we were even allowed to is the huge  
20 geographic spread between All Star Moving and  
21 ourselves. I'm understanding they are working as far  
22 as Marysville.

23 MS. CAMERON-RULKOWSKI: Thank you.

24 JUDGE RENDAHL: Mr. Williams, what's the name  
25 on your permit now?

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1           MR. WILLIAMS: I don't have the permit in  
2 front of me, but I believe -- we still have All Star  
3 Moving and Storage as the d/b/a on our permit.

4           JUDGE RENDAHL: Is it Laron Williams All Star  
5 Moving and Storage, or is it All Star --

6           MR. WILLIAMS: Just All Star Moving and  
7 Storage. It's not in front of me. It might be  
8 Northwest All Star Movers, d/b/a All Star Moving and  
9 Storage.

10          JUDGE RENDAHL: In looking at Exhibit 45,  
11 which is just the first page of an order granting the  
12 application to operate as a temporary, the application  
13 was filed as Northwest All Star Movers, Inc., d/b/a  
14 Laron Williams All-Star Moving and Storage, "All-Star"  
15 with a dash in it, and I'm just curious whether that is  
16 currently, if there was any official change in name  
17 with the Commission for the d/b/a?

18          MR. WILLIAMS: There was, yes. We've always  
19 filed d/b/a's with the Commission. On our application,  
20 which I don't know if it was attached to your exhibit,  
21 but our original application that we applied was under  
22 All Star Moving and Storage, and knowing that that name  
23 is available now, we would like to change our major  
24 operations back to All Star Moving and Storage.

25                 Like I said, we were never notified that the

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1 All Star in Spokane went out of business and that we  
2 were able to use that mark again or we would have  
3 switched back, because "transfer" has always been a  
4 tough name for us to use because customers don't  
5 necessarily associate that with moving furniture and  
6 stuff. They think we are freight, so it's been a tough  
7 name to use. If I would have known, we would have  
8 switched it.

9 JUDGE RENDAHL: When you answered your  
10 question to Ms. Cameron-Rulkowski that when someone  
11 calls your company and the phone is answered, for the  
12 most part you would use "All Star Transfer and  
13 Storage."

14 MR. WILLIAMS: Yes, we have been because  
15 that's what the Commission ordered.

16 JUDGE RENDAHL: What other names do you use  
17 or what else do you answer?

18 MR. WILLIAMS: All Star Movers. Basically  
19 since the knowledge has come forward since we found out  
20 that the Spokane company was no longer in business,  
21 then I've assumed that we had that name, and since it  
22 is listed as a d/b/a on our permit, we are All Star  
23 Moving and Storage.

24 JUDGE RENDAHL: This is a question for all  
25 parties. Would any party have an objection to my

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1 searching the Commission's records to determine what  
2 the most recent d/b/a is for Mr. Williams' company, and  
3 once I find it, I will circulate it to all of you?

4 MS. CAMERON-RULKOWSKI: No objection.

5 MR. WILLIAMS: No objection.

6 MR. HAROLDSON: No objection. It might be  
7 helpful for Your Honor to search for every d/b/a of All  
8 Star Movers.

9 JUDGE RENDAHL: I don't think I need to do  
10 that. At this point, I will look for the current  
11 d/b/a. I will circulate it to all of you, and  
12 depending on the number and variety, I will identify  
13 that, and given the short time for an order, I'm not  
14 sure whether I'll have the ability to do all of that  
15 and circulate it to all of you, but I will look at that  
16 tomorrow.

17 MS. CAMERON-RULKOWSKI: Your Honor, we do  
18 have Ms. Leipski here from licensing services, and if  
19 you don't mind, I would ask her if she has that  
20 information with her.

21 JUDGE RENDAHL: Before we do that -- I don't  
22 have any further questions for Mr. Williams. Is there  
23 any follow-up for Mr. Williams?

24 MR. HAROLDSON: I have one follow-up  
25 question. If I remember correctly, you stated and you

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1 answered Ms. Cameron-Rulkowski that you answered the  
2 phone All Star -- however it was --

3 JUDGE RENDAHL: Transfer and Storage.

4 MR. HAROLDSON: -- More often than not.

5 MR. WILLIAMS: We have over the years because  
6 of the requirement.

7 MR. HAROLDSON: Then in response to the  
8 Court's question, you said you answered the phone "All  
9 Star Movers."

10 THE WITNESS: I said that sometimes we do  
11 that now that we realize that the existing company is  
12 out of business and that we were able to use that mark,  
13 we would like to expand the full use to that.

14 MR. HAROLDSON: I understand. Do you  
15 remember when any of those times were that you did  
16 that?

17 MR. WILLIAMS: No, not particularly.

18 MR. HAROLDSON: Could it have been within the  
19 last month?

20 MR. WILLIAMS: Absolutely, since I found out  
21 the other company was out of business.

22 MR. HAROLDSON: So knowing that my client has  
23 filed this application under Allstar Movers and knowing  
24 that it's contested and protested, you then answered  
25 the phone in your company with my client's name?

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1           MR. WILLIAMS: It's not your client's name.  
2 It's listed as a d/b/a on our permit, and that's the  
3 name we've shown through many exhibits that we've  
4 operated under for several years, All Star Movers.

5           MR. HAROLDSON: Let me rephrase the question.  
6 Knowing that my client has applied for temporary  
7 authority under Allstar Movers --

8           MR. WILLIAMS: And Delivery, I thought.

9           MR. HAROLDSON: Knowing that my client has  
10 applied for authority under Allstar Movers and after  
11 the point at which you protested that name, you then  
12 answered the phone at your company using that same  
13 name.

14          MR. WILLIAMS: You guys have just testified  
15 --

16          MR. HAROLDSON: Yes or no.

17          MR. WILLIAMS: No. The name was All Star  
18 Moving and Delivery, which you guys applied under, and  
19 I did not use that name.

20          MR. HAROLDSON: I'm handing you a notice that  
21 was given to all parties. I'm going to hand it through  
22 signed by this court and dated March 20, 2008. Would  
23 you please read the case caption to me?

24          MR. WILLIAMS: Allstar Movers, LLC.

25          MR. HAROLDSON: So I'm going to ask the

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1 question once more. Knowing that my client has applied  
2 under that name and knowing that you have protested it,  
3 you then have been answering the phone at your company  
4 using that name.

5 MR. WILLIAMS: We have used versions of  
6 "mover" and "moving," yes, we have.

7 MR. HAROLDSON: That's all I have.

8 JUDGE RENDAHL: Anything else?

9 MS. CAMERON-RULKOWSKI: I do have a statement  
10 to make.

11 JUDGE RENDAHL: I meant in terms of  
12 Mr. Williams' presentation.

13 MS. CAMERON-RULKOWSKI: No, Your Honor.

14 JUDGE RENDAHL: Now it's your turn, and if  
15 you believe it appropriate to call Ms. Leipski, then  
16 you can do that following your statement.

17 MS. CAMERON-RULKOWSKI: Your Honor, I'm going  
18 to address the legal standard for analyzing the  
19 information in this case. First though, I have a note,  
20 and that's with regard to WAC 480-15-390. Permit names  
21 or trade names, which is the rule at issue in this  
22 case, a new rule has been adopted by the Commission as  
23 of January 2008. However, it is substantively the  
24 same.

25 JUDGE RENDAHL: Is the wording exactly the

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1 same or the intent is the same?

2 MS. CAMERON-RULKOWSKI: The wording is not  
3 the same but the intent is exactly the same. In  
4 general, the old rules all referred to -- instead of  
5 referring to what the carrier was required to do, they  
6 referred to you are required to do such and such, and  
7 that's the primary change.

8 The standard that we are looking at here is  
9 in WAC 480-15-390(b), and there, The Commission may  
10 authorize use of a similar name if the Commission  
11 determines that the use of the similar name will not  
12 mislead the shipping public or result in unfair or  
13 destructive competitive practices.

14 This standard can best be analogized to cases  
15 for trade name infringement, and I will note that the  
16 phrase "mislead the shipping public" is best understood  
17 as a likelihood-of-confusion standard. For example, in  
18 the Lanham Act, which is federal trademark statutory  
19 law, the standard there is, "likely to cause confusion  
20 or mistake or to deceive." Because the standard is  
21 best understood as likelihood of confusion, I don't  
22 believe that it's required to show that there is  
23 deception.

24 As regards the All Star name, as a mark, it  
25 most likely is not generic. There are several types of



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1 trademarks ranging from generic and descriptive up  
2 through suggestive and arbitrary and fanciful.  
3 Suggestive marks and arbitrary and fanciful marks are  
4 inherently distinctive, and in this case, because All  
5 Star does not describe the type of business that either  
6 company is engaged in, the mark is likely inherently  
7 distinctive.

8           The standard for analyzing trade name  
9 infringement has been set out in a number of cases in  
10 Washington state. Most recently, the Supreme Court  
11 addressed this issue in Seattle Endeavors, Inc., versus  
12 Mastro, M-a-s-t-r-o. The citation for that is 123  
13 Washington 2nd, 339, and the year of that decision was  
14 1994. This case set out that in a trade name  
15 infringement case, "the plaintiff must establish the  
16 defendant has infringed on a distinctive feature of his  
17 name in a manner that tends to confuse the two  
18 businesses in the public mind. This was set out at  
19 Page 345 in Seattle Endeavors.

20           Then I will walk through the analysis that  
21 the Court performed in this case, but first I will  
22 explain a little bit about the circumstances of this  
23 case as well as one other case, which I believe is  
24 helpful in the analysis here today. In Seattle  
25 Endeavors, one of the parties had owned an apartment

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1 complex for some time called the Willows Apartments. A  
2 few blocks away, the other party built a new apartment  
3 complex and called it the Willows Apartments.

4 In the other case that is helpful, there were  
5 two stores. One was called Family Market and was in  
6 Shelton, and the other was called Family Mark-it, and  
7 that is M-a-r-k dash i-t, and family Mark-it was  
8 located in Bremerton, and that case is Tradewell  
9 Stores, Inc., versus the initials TB&M Inc. The  
10 citation is 7 Wash. App. 424 decided in 1972.

11 In the Willows Apartments case, the Court  
12 first asked is the name distinctive, and in this case,  
13 because Willows has nothing to do with an apartment  
14 complex, the Court decided it was distinctive. Then  
15 the court asked is the name capable of distinguishing  
16 the service from others. In the Willows Apartments  
17 case, the Court found that there were many apartments  
18 in Seattle with the word "Willows" in their names.

19 Then the court asked was there then  
20 infringement, and courts look at eight rules of law to  
21 determine infringement, and there are only a couple  
22 that are most relevant to this discussion. One is,  
23 does use of the name tend to confuse in the public mind  
24 the business of one person with that of another, and  
25 the case that is the standard for these eight rules of

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1 law is *Holmes v. Border Brokerage Company* at 51  
2 Washington 2nd 746, Page 750 to 751, decided in 1958.  
3 The other guideline that's helpful of these eight  
4 states, "A trade name is an infringement upon another  
5 if it so resembles another as to deceive or mislead  
6 persons of ordinary caution into the belief that they  
7 are dealing with the one concern when in fact they are  
8 dealing with the other." The citation there is *Holmes*  
9 at Page 751.

10 To look at whether the public is likely to be  
11 confused, courts have looked at whether or not there  
12 were missed deliveries of mail or other items or  
13 incorrect addressing, and an example of that is found  
14 in *Puget Sound Rendering, Inc. v. Puget Sound*  
15 *By-Products*, 26 Wash. App. 724 at Page 727 decided in  
16 1980. Another example is a company being billed by the  
17 other company's supplier, and that example is found in  
18 *Bishop v. Hanenburg* at 39 Wash. App. 734 at Page 738,  
19 decided in 1985.

20 Then finally, if a court determines that  
21 there is infringement based in this case, the relevant  
22 factors would be likelihood of confusion of the  
23 shipping public. Then the Court looks at how much  
24 protection the mark is entitled to, and the four  
25 factors that the Court looks at are to determine the

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1 scope of injunctive relief. Obviously, we aren't  
2 considering injunctive relief here. Those four factors  
3 were also set forth in Seattle Endeavors at Page 348.

4           The first factor has to do with whether the  
5 name was appropriable; that is, essentially whether  
6 it's distinctive, whether it's able to be trademarked,  
7 and in this case -- I don't think we need to discuss  
8 that factor. The second factor is originality, and  
9 although Willows, for example, is distinctive, it's not  
10 very original, the Court found, because there were so  
11 many complexes in Seattle that included the Willows  
12 name, and in the Family Market case, the Court found  
13 was not very original. All Star, in contrast, although  
14 there are many businesses with the name of All Star,  
15 there are very few in this state that engage in moving  
16 services.

17           Then the third factor is good faith. In the  
18 Willows case, the developer was unaware of the other  
19 Willows complex, and in the Market case, the Court also  
20 found there that there was good faith. We have had  
21 some testimony today about who was aware of what when,  
22 and that would go towards good faith. The fourth  
23 factor is the nature of competition between the  
24 businesses. In Tradewell, the Court found that the  
25 competition was minimal because the businesses were

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1 located in different trading areas, and here, we are  
2 talking about Shelton and Bremerton. In All Star, this  
3 is an important question about whether the companies  
4 serve the same area.

5           So what happened in these cases is in the  
6 Market case, a limited injunction was granted and the  
7 Court found because the Family Market mark was not so  
8 strong, they found that adding a word served the  
9 purpose of protecting the other business and reduced  
10 the likelihood of confusion, and Family Mark-it added  
11 the word "Al's" to the name, so you have Al's Family  
12 Mark-it. In the Willows Apartment case, the Court  
13 thought that changing the name to Willows Court  
14 probably would be sufficient. In the Willows case, the  
15 Court remanded it to the trial court level to determine  
16 whether Willows Court would sufficiently alleviate the  
17 confusion. The Court thought that changing the word  
18 from "Apartments" to "Court" would probably be  
19 sufficient, but they needed to remand that to the trial  
20 court to make that determination.

21           We have a different situation here. What  
22 essentially has happened is that All Star Movers and  
23 Delivery has changed part of its name. However,  
24 they've changed the part of their name that is generic  
25 and is not the distinctive part of the name, and unlike

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1 the Willows Apartments case, there are not a number of  
2 moving companies in Washington state called All Star.  
3 Your Honor, that concludes the legal framework.

4 JUDGE RENDAHL: Did you wish to bring  
5 Ms. Leipski forward to answer the issue of the d/b/a's?

6 MS. CAMERON-RULKOWSKI: May I have a brief  
7 moment?

8 JUDGE RENDAHL: Sure.

9 MS. CAMERON-RULKOWSKI: Your Honor, can I  
10 call Ms. Leipski, and she can answer the question about  
11 what the most recent d/b/a is for Mr. Williams'  
12 company.

13 JUDGE RENDAHL: Why don't we do that briefly,  
14 and then do either of you have any questions for  
15 Ms. Cameron-Rulkowski?

16 MR. HAROLDSON: I guess I would just give my  
17 take or the legal argument. I don't know that it's in  
18 the form of questions. I can reserve it for closing.

19 JUDGE RENDAHL: Maybe we will have very brief  
20 closing. So let's bring Ms. Leipski forward. Could  
21 you please state your name and address and your  
22 position with the Commission for the record?

23 MS. LEIPSKI: Tina Leipski, 1300 Evergreen  
24 Park Drive Southwest, Olympia, Washington, 98504, and  
25 I'm a Transportation Specialist 3.

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1 JUDGE RENDAHL: Leipski, is L-e-i-p-s-k-i?

2 MS. LEIPSKI: Correct.

3 JUDGE RENDAHL: So Ms. Leipski, in your job,  
4 do you maintain or do you keep track of applications  
5 for household goods moving companies and name changes?

6 MS. LEIPSKI: Yes.

7 JUDGE RENDAHL: So do you have with you a  
8 file for Mr. Williams' company?

9 MS. LEIPSKI: No.

10 JUDGE RENDAHL: So do you have the  
11 information with you to tell us what the most recent  
12 d/b/a is for that company?

13 MS. LEIPSKI: It's was the same thing as on  
14 the order, All Star Transfer, Laron Williams, Inc.,  
15 d/b/a All Star Moving and Storage.

16 JUDGE RENDAHL: What are you looking at?  
17 What document are you looking at?

18 MS. LEIPSKI: Notice of Brief Adjudication.

19 JUDGE RENDAHL: So that notice was the notice  
20 issued by the Commission on March 26th.

21 MS. LEIPSKI: Yes.

22 JUDGE RENDAHL: So the name that appears in  
23 Paragraph 1, All Star Transfer, Laron Williams, Inc.,  
24 d/b/a All Star Moving and Storage, is the current name  
25 and d/b/a for the company.

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1 MS. LEIPSKI: That is correct.

2 JUDGE RENDAHL: Do you know when that most  
3 recent name d/b/a change was made? Do you have that  
4 record with you?

5 MS. LEIPSKI: I don't have that record with  
6 me.

7 JUDGE RENDAHL: Does anybody have any  
8 questions for Ms. Leipski at this point?

9 MR. HAROLDSON: No.

10 JUDGE RENDAHL: Thank you very much. I may  
11 still go back into the record for Mr. Williams to  
12 determine when that d/b/a was put in place given the  
13 various names that appear on the exhibits Mr. Williams  
14 sponsored and we've admitted into the record.

15 I don't have any questions for  
16 Ms. Cameron-Rulkowski. Let's make very brief closing  
17 statements if you wish, and then I think we will be  
18 done with the hearing. So let's go forward.

19 MR. HAROLDSON: I just wanted to briefly  
20 address the case law that Ms. Cameron-Rulkowski brought  
21 forward, the Seattle Endeavors versus Mastro case. I  
22 would like to point out a few things on that case that  
23 I think are relevant and distinguish it from this  
24 situation that we have here.

25 In these cases and all civil cases and in all



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1 trademark case, the burden is on the plaintiff, and the  
2 burden of proof is on the plaintiff, the objector to  
3 the use of the name, and here, I would submit that that  
4 burden of proof hasn't been met. Also distinguishable  
5 as looking through this case, in the holding of the  
6 case, they stated that on the whole, absent evidence of  
7 abandonment by Duvall, the word is entitled to some  
8 degree of trademark protection. So I would point out  
9 to the Court that as far as it relates to the trademark  
10 issue itself, Mr. Williams abandoned that trademark,  
11 and there is evidence of that in the file.

12           Just a couple of other things that came out,  
13 and the things that obviously were untrue to me were  
14 that in the Family Market case, at the end, if I'm not  
15 incorrect, both sides still got to use the word  
16 "Family," and in the Willows Court case, actually,  
17 while it was remanded, the Footnote 4 in that opinion  
18 indicates that the trial court did indicate that  
19 changing a name from Willows Court from Willows  
20 Apartment would alleviate the confusion. So  
21 essentially in that case, the trial court okayed a  
22 Willows Court and Willows Apartment within three blocks  
23 of one another as being good to go.

24           Going back to geography again with the Family  
25 Market case, as counsel stated, Shelton and Bremerton

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1 were deemed far enough apart to make the distance, and  
2 here we have Pierce County and Snohomish County, a  
3 whole set of counties in between. I think as far as  
4 the case law shows, the big thing is that both sides  
5 continue to get to use the words that were descriptive  
6 word, the "Family" or "Willows." Even notwithstanding  
7 the fact that it was considered by the Court to be  
8 inherently distinctive, both sides were allowed to use  
9 it and no injunction issued in that Seattle Endeavors  
10 case.

11           So to that extent, we are also dealing with  
12 two different bodies of case law, obviously, and two  
13 different burdens of proof. I still take the position  
14 that the evidence is not sufficient to establish a  
15 likelihood of confusion, and I think if anything, and  
16 the Court did admit the letters, each of those  
17 individuals who wrote a letter was able to distinguish  
18 between the two All Star's, and throughout the various  
19 name changes or d/b/a's that Mr. Williams has used, his  
20 loyal customers have stayed with him. I think that  
21 shows that a person of normal aptitude is able to draw  
22 the distinction between his All Star and whatever other  
23 All Star might exist.

24           Just briefly, our position is that the  
25 companies can coexist. The geographic distance is such

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1 that it's not going to mislead customers. The  
2 difference in names, Laron Williams Northwest All Star  
3 Transfer, d/b/a Allstar Movers and Moving and Storage  
4 versus Allstar Movers and Delivery, I think provides  
5 some measure -- obviously, Mr. Williams has gone to  
6 great lengths to make his name stand out, and I think  
7 he's done so, and I think he's distinguished his name  
8 from my client's name.

9 There is very little insufficient evidence of  
10 misleading of the shipping public, and there is a  
11 dearth of evidence of unfair destructive competitive  
12 practices, and that's all I have to say. Thank you.

13 JUDGE RENDAHL: Mr. Williams?

14 MR. WILLIAMS: Briefly. You mentioned burden  
15 of proof as to prove that the name is similar and it's  
16 been used, and I think we've definitely met the burden  
17 of proof here by showing that we've used the mark  
18 All Star Movers, which is identical of their  
19 application minus the LLC, and we established a  
20 customer base and used that exact name for several  
21 years.

22 Prior to the time we were told not to use it,  
23 it still showed use, and we stayed in business and  
24 continued to answer the same telephones and use the  
25 same name that the UTC rules allowed us. So we have

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1 continued to do business, and therefore have never  
2 abandoned the mark. Additionally, the trademark which  
3 he's referring to was a federal trademark filing which  
4 is irrelevant, unfortunately, in this case. I had that  
5 prior to the last time I applied for a permit and it  
6 did no good. I was told that it was irrelevant when I  
7 came to the state of Washington under the UTC rules, so  
8 I didn't re-up the federal trademark because there is a  
9 Washington issue.

10 As far as the geographic areas that we  
11 operate, his example of a store, markets are  
12 traditionally known to be used by people within just a  
13 few blocks or a square mile or basically wherever the  
14 next market is going to be used, so that example of  
15 proximity is not relevant to this case as this permit  
16 is a statewide permit, and I have exercised the entire  
17 statewide usage of it and intend to continue to do so.  
18 We are a transportation business, so traveling is what  
19 we do, and we intend on using the full spectrum of the  
20 permit.

21 The process at which we came to use the names  
22 is in itself confusing, and therefore, the public  
23 probably has less idea of who we are than ever before  
24 having all the different names we had in order to  
25 become licensed and legal and legitimately allowed to

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1 operate under UTC regulations, which I've always made  
2 every extent to do, and I would hope in this case the  
3 Court sees that we've obviously continued to use the  
4 mark and would like to go back to it, and now that I  
5 know the company in Spokane is gone, we would have the  
6 rights to use that name, and that's all I have.

7 JUDGE RENDAHL: Ms. Cameron-Rulkowski,  
8 anything in closing?

9 MS. CAMERON-RULKOWSKI: I have a few  
10 responses to Mr. Haroldson's argument. Regarding  
11 abandonment, the Court in Holmes looked at that issue,  
12 and he decided to look to use to determine whether or  
13 not a mark has been abandoned. Regarding likelihood of  
14 confusion, showing actual confusion is not necessary,  
15 and I have an indirect citation for that at hand. I  
16 believe there is a better citation that I've seen  
17 somewhere, but an indirect citation is also at Holmes  
18 at 750 to 751.

19 The distinction between this case and the  
20 Willows case is that, and by that, I mean the Seattle  
21 Endeavors case, the name "The Willows" wasn't very  
22 distinctive, and that's why the Court didn't think that  
23 it ought to get very much protection, and that  
24 concludes my response.

25 JUDGE RENDAHL: Is there anything further

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1 today? I intend to distribute to all of you through  
2 your e-mail addresses the exhibit list once I prepare  
3 it. I will also distribute the detail in terms of the  
4 date of the most recent d/b/a, and with that, then I  
5 will enter an initial order within ten days, and that's  
6 calendar, not business days, and then the order will  
7 also include what your rights are in terms of seeking  
8 review of that order, if you seek to. So with that, if  
9 there is nothing further, then I think we are  
10 adjourned.

11 (Oral statements adjourned at 4:16 p.m.)

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