



CHAD M. STOKES
ADMITTED IN OREGON AND WASHINGTON

cstokes@cablehuston.com
www.cablehuston.com

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March 24, 2022

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Amanda Maxwell
Executive Director and Secretary
Washington Utilities & Transportation Commission
621 Woodland Square Loop SE
Lacey, WA 98503

Re: *Clutter Inc.'s Petition to Revise Tariff 15-C (TV-210535) and Washington Movers Conference's Petition to revise Tariff 15-C (TV-210812)*
Docket No. TV-210812 and TV-210535 (consolidated cases)

Comments of Clutter Inc.

Dear Executive Director and Secretary Maxwell:

Clutter Inc. ("Clutter") appreciates the opportunity to provide comments pursuant to the Washington Utilities and Transportation Commission's ("Commission") February 22, 2022, Notice of Consolidation and Opportunity to File Written Comments in the above referenced Dockets.

Clutter responds to the Commission's questions as follows:

1. Tariff 15-C defines "storage-in-transit" as 90 days or less (Item 10) and provides that liability for a shipment remains with the carrier while the shipment is in "storage-in-transit" (Item 100). Permanent storage begins after 90 days.

(a) *Should the Commission consider changing the time shipments can be considered "storage-in-transit"? If yes, what should the Commission consider and why?*

Yes. The concept of "storage in transit" is a very specific type of temporary storage during a household goods move. For example, this tariff provision may be appropriate for local move that needs to be stored by the Carrier for a short period of time pending final delivery to

the final destination. In this example, the Carrier either stores the goods in its truck or warehouse or arranges for temporary storage and remains liable for the goods pending final delivery. For a local “storage in transit” move, it would likely be a move of less than 30 days. If the storage is for longer than 30 days, it is most likely not storage “in-transit” and more properly characterized as permanent.

While the concept of “storage in transit” may be appropriate for Carriers that do not provide storage services, it is unnecessary and confusing for Carriers that do provide storage options for their customers, so long as the customer is protected.

(b) If permanent storage began before 90 days, when should it start and why?

Clutter recommends that permanent storage be defined as 30 days or more. The only critical issue here is when the Carrier is liable for the customers’ goods, and when the liability transfers to a third-party storage company. Any party holding customer goods for 30 days or more should be responsible to the customer and have insurance protection for the customer.

(c) If permanent storage begins after 30 days, for example, what (if any) additional consumer protections should be extended to the customer?

Regardless of the length of time that it takes for a move to be considered temporary or permanent, the Carrier and/or storage company must have adequate insurance coverage to protect the consumer.

(d) Are there any reasons this tariff rule should remain unchanged?

If the Commission is inclined to leave this tariff unchanged, there should be an exemption in the event the Carrier and storage company are owned by the same company or an affiliate so long as both the household goods and storage affiliates have adequate insurance protection for its customers.

2. Tariff 15-C Item 102(5) includes a contract for small goods transportation and storage services. This contract is very similar to the Item 95 Bill of Lading.

(a) Could the contract in Item 102(5) be removed from Tariff 15-C, and small goods transportation and storage services use the Item 95 Bill of Lading instead?

A bill of lading is a contract, and the small goods transportation and storage contract is very similar to the bill of lading contract. Having two very similar but different contracts can be confusing to Carriers and their customers. For example, if a customer had 14 small items picked up and delivered into storage one week, and 32 small items another week, different contract forms will be used. Clutter recommends that one contract form be required for all moves in a more user-friendly format.

3. Tariff 15-C Item 230(2) requires moving companies to bill customers in 15-minute increments.

- (a) *Should the Commission consider eliminating the current time increment requirement and, instead, allow companies to bill customers by the minute?*

Clutter recommends that the Commission modernize Tariff 15-C to allow real time billing for those companies that have updated technology, but there is no reason the Tariff must have one method or the other. The Tariff can be written to allow a company to bill in real time or in 15-minute increments. Many other provisions of Tariff 15-C already give the Carrier various options for billing. Clutter notes, however, that billing in 15-minute increments may not be customer friendly if the carrier rounds up to the nearest 15 minutes.

- (b) *Should the tariff rule retain the option to bill in 15-minute increments, and add the option to bill by the minute?*

See Clutter's response to 3(a) above.

- (c) *If the Commission allows billing for time spent on the job by the minute, will that change how you track time spent on the job?*

Clutter already tracks in real time but bills in 15-minute increments for Tariff 15-C compliance.

4. Tariff 15-C Item 230(7)(a)(ii) sets the minimum hours carriers can charge for household goods moves that occur after hours, on weekends, and on state-recognized holidays at four hours.

- (a) *Should the Commission consider removing the four-hour minimum and adopt a one-hour minimum for all moves?*

Clutter recommends that the four-hour minimum requirement be eliminated from Tariff 15-C because some jobs can be done more expeditiously. For example, a smaller local move over the weekend may only take 2 hours, which if the 4-hour minimum is retained, would result in a significant overcharge to the Customer. Further, the Tariff as written can lead to very different results based on minor differences in start/stop times. For example, if a move starts on a Monday at 8 a.m., a one hour minimum would apply. The same move would require a 4-hour minimum if it started at 7 a.m. And a two hour move that ended at 4:30 p.m. would be a two hour move, whereas, if it ended at 6 p.m., it would be a 4 hour move. Setting a one-hour minimum would eliminate all these issues.

Notwithstanding, Clutter requests that the Tariff allow a Carrier to set a minimum time for a move so long as it is clearly started in the estimate and bill of lading. For example, there may be moves that require a minimum hourly charge to make it economical, which is why the 4-

hour minimum move on weekends, after hours and holidays is likely in the Tariff. In other words, *a Carrier should be allowed to set a specific hourly minimum for a move, but should not be required to.* Customers may shop around to find the most competitive Carrier for a move.

5. WMC’s petition requested removal of all maximum tariff rates contained in Tariff 15-C, while maintaining a “reasonable Minimum Rate Band.”

(a) Are the current minimum tariff rates reasonable?

Clutter does not agree with WMC’s recommendation. Clutter recommends that the minimum hourly rate band be set to \$0.00. The Tariff should allow carriers to offer promotions, and some carriers such as Clutter offer other services such as storage where the move is a nominal part of the transaction. Setting an artificial minimum band is not customer friendly and may result in significant overcharges for the customer. Notwithstanding, if WMC can show that the upper bands do not allow the recovery of costs, Clutter would not oppose such a modification to the Tariff. Clutter would also not oppose eliminating the hourly bands altogether.

If the Commission is not inclined to eliminate the minimum rate band, Clutter requests that Tariff 15-C allow an exception for this requirement for moves involving storage. For moves involving storage, the actual move is a very small part of the overall transaction, and an hourly minimum is not in the consumers’ best interest.

(b) If not, how should the Commission alter the minimum rates?

Please see Clutter’s response to 5(a).

(c) How should the Commission determine/establish minimum rates?

Please see Clutter’s response to 5(a).

6. Tariff 15-C contains several maximum rates for various goods and services.

(a) Are the current maximum tariff rates reasonable? Why or why not?

Clutter has not done a cost-of-service study to determine if the maximum rates are sufficient. Notwithstanding, all Carriers are facing worker shortages, supply chain issues, inflation, and a dramatic increase in fuel and other costs. Accordingly, a closer review of the maximum tariff rates may be warranted. As stated above, Clutter would not oppose the elimination of the hourly bands altogether.

(b) If the Commission were to set the maximum rates to allow the industry the ability to recover the costs outlined in WMC’s petition, how should the maximum rates be set?

While Clutter looks forward to seeing other stakeholder comments in response to this question, a way to resolve some of the concern related to the adequacy of maximum rates in the

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current economic environment, would be to make fuel costs a pass through cost to the customer, either on a per mile or per gallon basis. By doing so, there would be less of a need to update the maximum rates since one of the key variable costs would be directly passed through to customers. This cost, of course, would need to be detailed in the estimate and bill of lading.

Clutter looks forward to working with Staff and other stakeholders in these dockets and appreciates the opportunity to provide these comments.

Thank you for your assistance.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Chad M. Stokes".

Chad M. Stokes
Attorneys for Clutter

CMS:bh

cc: Clutter Inc. (*via e-mail only*)
Service List (*via e-mail only*)