

**BEFORE THE WASHINGTON  
UTILITIES AND TRANSPORTATION COMMISSION**

WASHINGTON UTILITIES AND	)	DOCKET TV-132030
TRANSPORTATION COMMISSION,	)	
	)	
Complainant,	)	ORDER 02
	)	
v.	)	
	)	INITIAL ORDER IMPOSING
BEST MOVING AND DELIVERY,	)	PENALTIES AND REVOKING
LLC,	)	HOUSEHOLD GOODS PERMIT
	)	
	)	
Respondent.	)	
.....	)	

**BACKGROUND**

- 1 On September 14, 2014, the Washington Utilities and Transportation Commission (Commission) through its regulatory staff (Staff)<sup>1</sup> filed a complaint against Best Moving and Delivery, LLC (Best Moving or Company). Staff raised eight causes of action against Best Moving, alleging a total of 205 violations of Commission rules, statutes, and Tariff 15-C. Staff recommends penalties of \$14,000 and cancellation of the Company’s permit for good cause.
  
- 2 Best Moving received its permanent household goods permit on January 8, 2009, in Docket TV-082178.<sup>2</sup> Later in the year, Mr. Ivan Ratko, owner of Best Moving, attended a Commission-sponsored household goods rule and tariff training session.<sup>3</sup>

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<sup>1</sup> In formal proceedings, such as this, the Commission’s regulatory staff participates like any other party, while the Commissioners make the decision. To assure fairness, the Commissioners, the presiding administrative law judge, and the Commissioners’ policy and accounting advisors do not discuss the merits of the proceeding with the regulatory staff, or any other party, without giving notice and opportunity for all parties to participate. See RCW 34.05.455.

<sup>2</sup> *WUTC v. Best Moving and Delivery, LLC*, Docket TV-132030, Investigation Report at 5 (2013 Investigation Report) (April 2014).

<sup>3</sup> Though there is some discrepancy as to the timing of the training (Ms. Pearson testified that it occurred in May of 2009, while the 2013 Investigation Report stated it was conducted in March of 2009) and its location (Staff contends it was held in Olympia, Washington, while Mr. Ratko

3 Staff received a complaint against the Company later in 2009 and opened an investigation into Best Moving's advertising practices.<sup>4</sup> After contacting the Company regarding the advertising complaint, Staff conducted a follow-up investigation, which it documented in its 2011 Investigation Report.<sup>5</sup> In this report, Staff discovered continuing violations of the Commission's advertising and household goods rules, including, of particular relevance:

- Failure to provide written estimates, including cube sheets, to customers prior to the move in violation of WAC 480-15-630 and Tariff 15-C.
- Failure to use a proper bill of lading format, including required language regarding contract terms and conditions, in violation of WAC 480-15-710(3) and Tariff 15-C.
- Failure to follow the terms, conditions, and rates imposed by Tariff 15-C in violation of WAC 480-15-490(3).
- Failure to properly advise customers of their right to file complaints and claims as required by WAC 480-15-800(2).
- Failing to include the Company's business address on its website, in violation of WAC 480-15-610(1).<sup>6</sup>

Staff recommended a \$500 penalty for the above-referenced violations and encouraged the Company's representative to attend additional Commission-sponsored household goods rule and tariff training in 2012.<sup>7</sup>

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asserts it was conducted in the Spokane area), no one denies that Mr. Ratko did indeed attend a Commission-sponsored training in 2009.

<sup>4</sup> *Id.* at 6.

<sup>5</sup> *Id.* at 6-7.

<sup>6</sup> WUTC v. Ivan Ratko, d/b/a Best Moving & Deliver, Docket TV-110977, Investigation Report at 3 (2011 Investigation Report) (December 2011).

<sup>7</sup> The record does not demonstrate that Mr. Ratko attended any further training sessions after 2009. See, Pearson, TR 63:12-14.

- 4 On March 12, 2013, Staff requested “all original supporting documents related to each customer’s move, including, but not limited to, the bill of lading, estimate, supplemental estimate, inventory records, weight slips, and all documentation related to temporary storage of the goods” for all residential, in-state moves the Company performed between June 1, 2012, and September 30, 2012.<sup>8</sup> Best Moving supplied documents for 31 jurisdictional moves performed during this time period within the state of Washington.<sup>9</sup> Staff conducted an investigation after receiving the Company’s documents and issued the complaint in this proceeding on September 11, 2014.
- 5 The Commission convened an evidentiary hearing on March 9, 2015, before Administrative Law Judge Marguerite Friedlander. The parties addressed, in turn, each cause of action alleged in the complaint. On March 12, 2015, the Company filed revised estimate and bill of lading forms.
- 6 Brad Shearer, Assistant Attorney General, Olympia, Washington, represents Staff. Ivan Ratko, owner, *pro se*, Federal Way, Washington, represents Best Moving.

## DISCUSSION AND DECISION

### First Cause of Action

- 7 Staff alleges that the Company violated RCW 81.04.070 by providing Staff seven falsified estimate forms.<sup>10</sup> RCW 81.04.070 grants the Commission the right to inspect the accounts, books, papers, and documents of any public service company. WAC 480-15-630 requires a household goods carrier to issue an estimate, containing all of the information listed in Tariff 15-C, Item 85, prior to every move.
- 8 Staff asserts that, at the time the Company submitted the 31 estimate forms, Best Moving’s representative, Ivan Ratko confirmed that each of the forms were provided to customers at or prior to the time of each move.<sup>11</sup> Staff’s suspicions, however, were raised when its review of the estimate forms showed that all were unsigned and

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<sup>8</sup> 2013 Investigation Report at 9. (Emphasis omitted). Staff also requested a copy of Best Moving’s customer complaint and claims register from June 1, 2012, through September 30, 2012. The Company received no complaints or claims during this period. *Id.*

<sup>9</sup> *Id.*

<sup>10</sup> *Id.* at 3.

<sup>11</sup> Pearson, TR 29:13-18.

completed in very similar handwriting and ink.<sup>12</sup> Of the 31 customers listed on the estimate forms, Staff was able to contact nine, of whom seven stated that they had never received an estimate form from the Company.<sup>13</sup> Staff alleges that the Company falsified the estimate forms to conceal its noncompliance with the Commission's rule requiring household goods carriers to provide customers with estimate forms prior to conducting a move.<sup>14</sup> For these seven violations of RCW 81.04.070, falsifying estimate forms, Staff recommends that the Commission impose a penalty of up to \$7,000.

9 Mr. Ratko testified at hearing that the seven estimate forms in question had not been altered.<sup>15</sup> He acknowledged that the seven customers had not received the estimates.<sup>16</sup> Mr. Ratko testified that he asks his customers if they would like a written estimate, and "they say, 'Oh, no. We know what it's going to cost'"<sup>17</sup>

10 **Decision.** Staff has the burden to prove that the Company, through Mr. Ratko, falsified the estimate forms. In addition to the similar ink and handwriting styles found on all seven of the estimates, Staff demonstrated that none of the customers even signed the forms (an action which would have shown that the estimates were drafted when Mr. Ratko claims).

11 A closer look at the estimate forms raise additional questions, not brought up by Staff, about the veracity of Mr. Ratko's story. For example, in Exhibit No. RP-1, Mr. Ratko claims that Best Moving provided an estimate to Gary J. Camenisch for a six and a half hour move *on the same day* that Mr. Camenisch expected the movers to pack and relocate his belongings. If one factors in the half an hour travel time, Mr. Ratko expects the Commission to believe that a customer waited until the very day he was moving to get an estimate for a substantial, seven hour move. One customer waiting until the last minute to get an estimate might be believable. Yet, every one of the seven estimate forms in Staff Exhibit Nos. RP-1 through RP-7 are dated for the very

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<sup>12</sup> *Id.* at 39:22-30:6.

<sup>13</sup> *Id.* The two remaining customers Staff contacted could not recall if they had received the estimates. *Id.*

<sup>14</sup> 2013 Investigation Report at 21.

<sup>15</sup> Ratko, TR 96:3-15.

<sup>16</sup> *Id.*, TR 96:19-20.

<sup>17</sup> *Id.*

day that packing and the moves were to take place. Seven customers waiting to get estimates until the very day they are moving tests the bounds of reality, especially since these same seven customers stated that they never received the estimates in question.

- 12 Based on the totality of the evidence presented, we concludes that the estimate forms in Staff Exhibit Nos. RP-1 through RP-7 were falsified in violation of RCW 81.04.070. Accordingly, the Commission will assess a \$7,000 penalty for the 7 violations of RCW 81.04.070.

### **Second Cause of Action**

- 13 In connection with the first cause of action involving seven falsified estimate forms, Staff asserts that the Company failed to provide written estimates to these seven customers prior to conducting their moves. WAC 480-15-630 requires carriers to issue a written estimate, based on a visual inspection of a customer's goods, prior to performing a move. None of the 7 estimate forms provided by the Company to Staff and discussed in the first cause of action were signed, and when Staff questioned the customers, they denied having received the forms from Best Moving.<sup>18</sup>
- 14 This is a continuing violation from Staff's 2011 Investigation Report. In that analysis, Staff found that Best Moving had failed to provide written estimates to customers prior to moves on 27 occasions.<sup>19</sup>
- 15 Mr. Ratko testified that his customers were satisfied with verbal estimates and denied his offer of written estimates.<sup>20</sup> His business practice, admittedly, was to predominantly give verbal or electronic estimates in order to save time.<sup>21</sup> He also claimed that, at the 2009 Commission-sponsored training he attended, a member of Staff told him that his verbal estimates were an acceptable compliance with the Commission's rules.<sup>22</sup>

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<sup>18</sup> Pearson, TR 29:22-30:5.

<sup>19</sup> 2011 Investigation Report at 4.

<sup>20</sup> Ratko, TR 96:15-18.

<sup>21</sup> *Id.*, TR 96:7-11.

<sup>22</sup> *Id.*, TR 98:8-12.

16 **Decision.** The Commission’s rule is quite clear that carriers must provide a written estimate to every customer prior to moving a household shipment of goods. Staff has consistently claimed, and Mr. Ratko does not deny, that seven of his customers did not receive the written estimate forms in Staff’s Exhibits RP-1 through RP-7. Neither a customer nor a Commission employee, if such a conversation did occur at the training in question, may waive a Commission requirement. It is troubling that this violation was first brought to Best Moving’s attention with Staff’s 2011 Investigation Report, and the Company has failed to correct it in the intervening time period. We find that a penalty of \$1,000 should be assessed for these 7 violations of WAC 480-15-630.

### Third Cause of Action

17 Staff alleges,<sup>23</sup> and Best Moving admits,<sup>24</sup> that the Company:

- Failed to complete each of the 31 estimate forms according to the requirements of Tariff 15-C, in violation of WAC 480-15-630(7).<sup>25</sup>
- Failed to obtain signatures and dates signed from each of the 31 customers and the carrier personnel, in violation of WAC 480-07-630(8).

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<sup>23</sup> 2013 Investigation Report at 10.

<sup>24</sup> Mr. Ratko testified at hearing that the omitted information was “just an honest mistake.” Ratko, TR99:2-4.

<sup>25</sup> WAC 480-15-630(7) requires estimates to include each of the elements listed in Tariff 15-C, Item 85. Staff’s investigation found that the estimate form used by Best Moving failed to include the following: a space for the customer to sign acknowledging receipt of the Moving Guide; for long distance shipments, an estimate of the total weight of the shipment and an explanation of the formula used, as well as the mileage between the origin, destination, and intermediate stops with associated rates and charges; the charges for loss or damage protection coverage; for binding estimates, a statement that the estimate is a guarantee of the cost of the move and that the carrier will not charge above the estimated charges without preparing a supplemental estimate; and for nonbinding estimates, statements alerting the customer that the estimate is nonbinding, the cost of the move may exceed the estimate, the carrier must release the shipment to the customer upon payment of 110 percent of the estimate and all customers at least 30 days from the date of delivery to pay amounts in excess of 110 percent, and the customer is not required to pay more than 125 percent of the estimate regardless of the total costs unless the carrier issues and the customer accepts a supplemental estimate. 2013 Investigation Report at 10. Critical information, including the terms and conditions for both binding and nonbinding estimates, was missing from the version of the Company’s form that Staff reviewed. Id.

- Included language allowing customers to waive a visual inspection of their goods prior to the move, in violation of WAC 480-15-630(5).
- Failed to include complete and correct language regarding valuation options, in violation of Tariff 15-C, Item 90.

Staff recommends a penalty of up to \$1,000 for 124 violations<sup>26</sup> of WAC 480-15-630 and Tariff 15-C.

18 **Decision.** Estimates formatted in compliance with Tariff 15-C provide important information to consumers about their rights and responsibilities during a jurisdictional move within the state of Washington. The Company's estimate form was missing significant, critical information. Mr. Ratko filed revised estimate forms on March 12, 2015. An examination of these forms does indicate that a few of the deficiencies have been corrected.<sup>27</sup> The majority of the delinquent information required by Tariff 15-C is still missing. Best Moving has admitted that the forms don't contain the requisite information. We agree with Staff's recommendation and assess a penalty of \$1,000 for 124 violations of WAC 480-15-630 and Tariff 15-C.

#### **Fourth Cause of Action**

19 Staff alleges,<sup>28</sup> and Best Moving admits,<sup>29</sup> that the Company failed to provide cube sheet inventories on 31 occasions. WAC 480-15-630(7) provides that carriers "must complete the estimates as required by tariff," and Tariff 15-C, Item 85(2)(g), requires carriers to include with each estimate "[a] household goods cube sheet inventory of

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<sup>26</sup> Staff alleges that there are 31 violations for each of the four elements of the third cause for a total of 124 violations.

<sup>27</sup> The deficiencies that appear to have been corrected include: the charges for loss or damage protection coverage; and for nonbinding estimates, statements alerting the customer that the estimate is nonbinding, the cost of the move may exceed the estimate, the carrier must release the shipment to the customer upon payment of no more than 110 percent of the estimate, carriers must allow customers at least 30 days from the date of delivery to pay amounts in excess of 110 percent, and the customer is not required to pay more than 125 percent of the estimate regardless of the total costs unless the carrier issues and the customer accepts a supplemental estimate.

<sup>28</sup> 2013 Investigation Report at 13.

<sup>29</sup> Mr. Ratko believed a cube sheet was only necessary if the move was over 50 miles. Ratko, TR 99:10-100:5.

the items upon which the estimate is based and the estimated cubic footage for each item.”

20 Staff’s 2013 Investigation Report indicates that this is a reoccurring violation, and Mr. Ratko was also cited for failing to provide cube sheets to 27 customers in Staff’s 2011 Investigation Report.<sup>30</sup> At that time, the Company was advised to “closely review the 2011 Investigation Report because it provided valuable technical assistance.”<sup>31</sup> Staff also recommended that Best Moving attend the next Commission-sponsored household goods carrier training; however, there is no indication that a representative of the Company did so.<sup>32</sup> Staff recommends a penalty of up to \$1,000 for 31 violations of WAC 480-15-630 and Tariff 15-C.

21 **Decision.** Cube sheet inventories are an integral part of the estimate process. In addition to providing an itemized list of the customer’s goods, cube sheets also provide a basis for estimating the time it will take to complete a move, and for calculating constructive weight for the purpose of valuation. We find Staff’s recommendation reasonable and assess a penalty of \$1,000 for 31 repeated violations of WAC 480-15-630 and Tariff 15-C.

### **Fifth Cause of Action**

22 Staff alleges, and Best Moving admits,<sup>33</sup> that the Company failed to issue a properly formatted bill of lading on 31 occasions. WAC 480-15-710 requires household goods movers to issue, for every move, a completed bill of lading that includes each of the requirements set forth in Tariff 15-C, Item 95. The bill of lading is a contract between the carrier and the customer that describes the mover’s responsibilities, the charges for the move, and the liability the carrier assumes for handling and transporting the shipment. Staff’s investigation found that the forms used by the Company during the review period was the same form that it used when Staff performed its 2011 investigation.<sup>34</sup> The 31 bills of lading supplied by Best Moving contained eight repeat violations, including:

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<sup>30</sup> 2013 Investigation Report at 8.

<sup>31</sup> 2011 Investigation Report at 4.

<sup>32</sup> Pearson, TR 61:2-3.

<sup>33</sup> Mr. Ratko testified at hearing that he had corrected the deficient bill of lading forms he had previously supplied to Staff. Ratko, TR 101:2-5.

<sup>34</sup> Staff found the following violations of WAC 480-15-710 and Tariff 15-C, Item 95:

- Failure to include a separate section declaring the customer's preferences relating to storage.
- Failure to indicate whether the estimate was binding or nonbinding.
- Failure to include a statement regarding the required release of shipment.
- Failure to include a statement about extension of credit.
- Failure to include language regarding replacement cost coverage.
- Failure to adequately document interruption times.
- Failure to include a list of all charges by separate line item.
- Failure to include the Commission-disclosure of contract terms and conditions on the back of the bill of lading.

23 Staff recommends a penalty of up to \$1,000 for failing to use a properly formatted bill of lading in violation of WAC 480-15-710 and Tariff 15-C, Item 95.

24 Mr. Ratko testified at hearing that as a result of Staff's investigation, the Company now uses a revised bill of lading form, and he provided the form for inspection following the hearing.

25 **Decision.** The bill of lading is a binding contract between a carrier and a customer, and it is crucial that it contain accurate information and describe, in full, the carrier's obligations with respect to transporting and releasing the customer's shipment. Best Moving admitted to providing deficient bills of lading to its customers. The modified bill of lading filed by the Company on March 12, 2015, did correct some, but not all, of the original deficiencies. We thus assess a \$1,000 penalty for the 31 repeat violations of WAC 480-15-710 and Tariff 15-C, Item 95.

### **Sixth Cause of Action**

26 Staff alleges that the bill of lading the Company used on 31 occasions contained inaccurate and unauthorized language. WAC 480-15-800(2) expressly grants

customers up to nine months to file a complaint or claim against a mover for loss, damage, overcharge, injury, or damage. Best Moving's bill of lading stated that customers must report any claims for loss or damage within 24 hours.<sup>35</sup> According to Staff's investigation report, the Company was instructed in the 2011 Investigation Report to remove this language from its forms.<sup>36</sup> Staff recommends a \$1,000 penalty for one violation of WAC 480-15-800(2).

27 Mr. Ratko testified that the Company has "added rights and responsibilities to the website" and that "[t]he customer is aware that, you know, they can file within nine months."<sup>37</sup> The revised bill of lading provided by Best Moving after the hearing states that "[a]ll claims must be submitted to Carrier in writing within 90 days of completion of [the] move."<sup>38</sup>

28 **Decision.** We agree with Staff's recommendation and assess a \$1,000 penalty for Best Moving's violation of WAC 480-15-800(2). The Company was notified of the violation in the 2011 Investigation Report and did not remove the 24 hour language from its forms, as shown in Staff Exhibit Nos. RP-32 through RP-62, during 2012. Even the revised bill of lading, provided after the hearing, impermissibly claims that the customers only have 3 months to lodge a claim against the carrier. We find the Company has continued to commit the violation alleged by Staff of WAC 480-15-800(2) and should thus be assessed a penalty of \$1,000.

### Seventh Cause of Action

29 Staff alleges Best Moving continues to advertise on its website without including a physical address in violation of WAC 480-15-610(1). This has been an issue as far back as 2009 when Staff contacted the Company to indicate that its physical address was required on its website.<sup>39</sup> At that time, Mr. Ratko told Staff via email that he had corrected the problem.<sup>40</sup> Staff's Exhibit No. RP-63 is a printout of the Company's

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<sup>35</sup> 2013 Investigation Report at 19.

<sup>36</sup> *Id.*

<sup>37</sup> Ratko, TR 110:2-4.

<sup>38</sup> Supplemental Bill of Lading, §9 (March 12, 2015).

<sup>39</sup> 2013 Investigation Report at 6.

<sup>40</sup> *Id.* at 7. Mr. Ratko's email to Staff stated, "Hello Sheri, Thanks for taking time to pointing out this issue. I have made all corrections. Ones [sic] again I would to apologize and thank you for pointing out the issue to me. Thank you. Ivan A. Ratko." *Id.*

website on May 7, 2014, which lists only a post office box mailing address for Best Moving.<sup>41</sup> Mr. Ratko testified at hearing that he thought the website had the Company's physical address but that it would be added if it did not.<sup>42</sup> He also stated that other websites on which Best Moving advertises, e.g., Craigslist, have the Company's physical address, as does the Commission.<sup>43</sup> Staff recommends that the Commission assess a penalty in the amount of up to \$1,000 against Best Moving for advertising on the Company's website without including a physical address in violation of WAC 480-15-610(1).

- 30 **Decision.** Ensuring that all advertisements comply with Commission rules protects consumers by providing accurate information about the Company, including its physical address. Mr. Ratko's lack of knowledge about the contents of his own company's website, and whether it is currently in compliance with the Commission's rules, is troubling. The Company has continued to ignore the importance of this requirement. Accordingly, we find the recommended penalty amount appropriate, and assess a \$1,000 penalty for the violation of WAC 480-15-610(1).

### **Eighth Cause of Action**

- 31 Staff alleges that Best Moving failed to follow the rates, terms, and conditions set forth in Tariff 15-C on ten occasions. WAC 480-15-490(3) mandates that carriers follow the rates, terms, and conditions authorized in the Commission-published tariff, including a minimum hourly charge of four hours for all weekend moves and recording time in increments of 15 minutes.<sup>44</sup> Carriers are also not authorized to collect fuel surcharges or gas fees.<sup>45</sup>
- 32 Staff's investigation found that Best Moving failed to bill the minimum four hour rate for weekend moves on three occasions,<sup>46</sup> and the Company recorded time using a six minute increment, instead of the 15 minute increment required by Tariff 15-C, on one

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<sup>41</sup> Pearson, Exh. No. RP-63 at 3.

<sup>42</sup> Ratko, TR 111:8-10.

<sup>43</sup> *Id.*, TR 111:11-14.

<sup>44</sup> Tariff 15-C, Item 230.

<sup>45</sup> 2013 Investigation Report at 17-18.

<sup>46</sup> Pearson, Exh. Nos. RP-45, RP-61, and RP-62.

occasion.<sup>47</sup> Staff also alleges that Best Moving added fuel surcharges or gas fees to 6 of the 31 bills of lading.<sup>48</sup> Staff recommends a penalty of \$1,000 for these 3 violations of Tariff 15-C and WAC 480-15-490(3).

33 Mr. Ratko testified at hearing that he included the gas figures listed in the bills of lading to “keep track of the expense...it never reflected the total cost of the service...this is just simply a note for me how much ...how much gas I use ... for that ... particular day or whatever.”<sup>49</sup> Mr. Ratko stated that he has since changed his practice of charging less than the 4 hour minimum for weekend moves and also now utilizes the mandatory 15 minute increment billing method.<sup>50</sup>

34 The revised bill of lading Mr. Ratko filed after the hearing does show that he has removed the previous “gas” space where he had recorded a fuel amount, and includes language indicating charges for the move are “calculated from the time the [v]an departs and returns to Carrier’s yard, or other designated point, and are pro-rated up to the nearest quarter hour.”<sup>51</sup> However, the modified form also includes a provision stating that “[c]harges for loading, transporting, and unloading are based upon the actual hours and materials used”<sup>52</sup> with no mention of a four hour minimum charge for weekend deliveries.

35 **Decision.** The Company admitted to violating the Tariff 15-C provisions mandating four hour minimum weekend fees and quarter hour billing increments. With regard to the allegation of unauthorized fuel surcharges, Mr. Ratko has provided a possible, if unconventional, explanation for the presence of the gas totals on customer bills of lading. Staff has failed to establish that these amounts were included in the total charged to customers, and we thus decline to assess penalties based on these allegations. Accordingly, we find a penalty in the amount of \$700 appropriate for the two violations of WAC 480-15-490(3) and Tariff 15-C.

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<sup>47</sup> *Id.*, Exh. No. RP-45.

<sup>48</sup> *Id.*, Exh. Nos. RP-38, RP-40, RP-41, RP-42, RP-43, and RP-44.

<sup>49</sup> Ratko, TR 112:7-13.

<sup>50</sup> *Id.*, TR 112:14-113:17.

<sup>51</sup> Supplemental bill of lading, §2 (March 12, 2015). (Emphasis added).

<sup>52</sup> *Id.*

### Penalties and Permit Revocation

- 36 We find 204 violations of Commission rules and impose a total penalty of \$13,700. Best Moving has received extensive technical assistance in a majority of the areas addressed in the complaint and Staff's multiple investigation reports.<sup>53</sup> The Company misrepresented to Staff that violations had been corrected, and ignored Staff's directions to attend rule and tariff training on multiple occasions. Best Moving's poor compliance history suggests that violations are likely to recur absent a penalty. Accordingly, we have assessed a total penalty, in the amount of \$13,700, that is significant but not unduly punitive.
- 37 Staff also recommends revocation of Best Moving's household goods carrier permit. RCW 81.80.280 authorizes the Commission to revoke a carrier's permit "upon the [C]ommission's own motion after notice and opportunity for hearing, when the permittee or the permittee's agent has repeatedly violated this chapter, the rules and regulations of the [C]ommission ... or the household goods carrier has ... not conducted its operation in accordance with the permit." The Commission's primary goal is compliance, and it is a rare occurrence indeed for us to revoke a carrier's authority. Over the past six years, we have offered training at least twice annually, technical assistance during the 2009, 2011, and the 2013 investigations, and imposed penalties against Best Moving, all in an effort to coerce the Company into compliance with the Commission's rules and regulations. In the end, where we should have seen significant progress in Best Moving's efforts to come into compliance with the law, we are instead faced with five of the same causes of action from prior investigations.

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<sup>53</sup> At several times during the hearing, Mr. Ratko blamed Staff for any continuing violations he may have committed between the 2011 Investigation Report and the filing of the complaint in this docket. He indicated that he had not received the "extensive technical assistance" from Staff that was referenced in the complaint. Staff pointed out that Mr. Ratko attended the Commission-sponsored training in 2009 and that the training is offered at least twice a year if he needed a refresher. Pearson, TR 62:18-20. Further, Staff also spoke with Mr. Ratko personally on numerous occasions and either met with Staff or exchanged emails with them throughout this time period. Id., TR 62:2-8, 20-23. Given the documented communications Staff had with Mr. Ratko and the trainings offered but not attended, it is clear Staff went out of its way to assist Mr. Ratko *when he took the initiative*. What Mr. Ratko fails to acknowledge is that the onus or duty was his to seek out Staff's support and aid if he needed it in order to correct Best Moving's previous violations.

38 Our rules and regulations exist to protect both carriers and their customers. Given the  
seriousness of the falsification in the first cause of action and the significance and  
repetition of the violations in question, we find that revocation of Best Moving's  
permit is warranted.

**FINDINGS AND CONCLUSIONS**

- 39 (1) The Washington Utilities and Transportation Commission is an agency of the  
State of Washington, vested by statute with authority to regulate rates, rules,  
regulations, and practices of public service companies, including household  
goods companies, and has jurisdiction over the parties and subject matter of  
this proceeding.
- 40 (2) Best Moving and Delivery, LLC is a household goods company subject to  
Commission regulation.
- 41 (3) Best Moving should be penalized \$1,000 for each of the 7 violations of RCW  
81.04.070 for falsifying estimates forms for 7 customers, for a total penalty of  
\$7,000.
- 42 (4) Best Moving should be penalized \$1,000 for 7 violations of WAC 480-15-630  
for failing to provide written estimates to 7 customers.
- 43 (5) Best Moving should be penalized \$1,000 for 124 violations of WAC 480-15-  
630(7) for failing to issue properly formatted estimates as required to 31  
customers.
- 44 (6) Best Moving should be penalized \$1,000 for 31 violations of WAC 480-15-  
630(7) for failing to provide cube sheet inventories as required to 31  
customers.
- 45 (7) Best Moving should be penalized \$1,000 for 31 violations of WAC 480-15-  
710(3) for failing to use a properly formatted bill of lading as required for each  
of the 31 moves performed during the review period.
- 46 (8) Best Moving should be penalized \$1,000 for a violation of WAC 480-15-710  
for including unauthorized language in the Company's bills of lading on 31  
occasions.

- 47 (9) Best Moving should be penalized \$1,000 for a continued violation of WAC 480-15-610(1) for failing to include the Company's physical address while advertising on its website.
- 48 (10) Best Moving should be penalized \$700 for two violations of WAC 480-15-490(3), including one violation for charging customers in six minute increments on one occasion and one violation for failing to calculate or record required minimum charges for weekend moves on three occasions.
- 49 (11) Best Moving's household goods carrier permit should be revoked because of the significance and repetition of the violations listed above, as well as the extensive investigative and corrective efforts expended by Staff on the Company's behalf.

**ORDER**

THE COMMISSION ORDERS That

- 50 (1) Best Moving and Delivery, LLC is assessed a penalty of \$13,700 for the above referenced 204 violations of the Commission's rules and regulations.
- 51 (2) The household goods carrier permit granted to Best Moving and Delivery, LLC is revoked.

DATED at Olympia, Washington, and effective April 10, 2015.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

MARGUERITE E. FRIEDLANDER  
Administrative Law Judge

### NOTICE TO PARTIES

This is an Initial Order. The action proposed in this Initial Order is not yet effective. If you disagree with this Initial Order and want the Commission to consider your comments, you must take specific action within the time limits outlined below. If you agree with this Initial Order, and you would like the Order to become final before the time limits expire, you may send a letter to the Commission, waiving your right to petition for administrative review.

WAC 480-07-825(2) provides that any party to this proceeding has twenty (20) days after the entry of this Initial Order to file a *Petition for Administrative Review*. What must be included in any Petition and other requirements for a Petition are stated in WAC 480-07-825(3). WAC 480-07-825(4) states that any party may file an *Answer* to a Petition for review within ten (10) days after service of the Petition.

WAC 480-07-830 provides that before entry of a Final Order any party may file a Petition to Reopen a contested proceeding to permit receipt of evidence essential to a decision, but unavailable and not reasonably discoverable at the time of hearing, or for other good and sufficient cause. No Answer to a Petition to Reopen will be accepted for filing absent express notice by the Commission calling for such answer.

RCW 80.01.060(3) provides that an Initial Order will become final without further Commission action if no party seeks administrative review of the Initial Order and if the Commission fails to exercise administrative review on its own motion.

One copy of any Petition or Answer filed must be served on each party of record with proof of service as required by WAC 480-07-150(8) and (9). An Original and **five (5)** copies of any Petition or Answer must be filed by mail delivery to:

Attn: Steven V. King, Executive Director and Secretary  
Washington Utilities and Transportation Commission  
P.O. Box 47250  
Olympia, Washington 98504-7250