



Investigation Report

Gerald Jahn DBA Spokane Movers

TV-100332

Rayne Pearson
Compliance Investigations

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PURPOSE, SCOPE AND AUTHORITY

Purpose

Gerald M. Jahn d/b/a Spokane Movers (Spokane Movers) holds common carrier authority within the state of Washington, including the transportation of household goods. The purpose of this investigation is to determine the company's compliance with Washington state laws and Washington Utilities and Transportation Commission (commission) rules.

Scope

The scope of the investigation focuses on the intrastate transportation of household goods in Washington by Spokane Movers for the months of September and October 2009, and the company's compliance with state laws and commission rules during that time period.

Authority

Staff conducts this investigation pursuant to Revised Code of Washington (RCW) 81.04.070, RCW 81.80.130, and RCW 81.80.330. Washington Administrative Code (WAC) 480-15-010 gives the commission authority to regulate companies that transport household goods within the state of Washington.

Staff

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EXECUTIVE SUMMARY

In consumer complaint 106929, filed with the commission in July 2009, staff found that Spokane Movers violated numerous household goods rules and tariff items. As a result of that complaint, Compliance Investigations staff determined that a broader investigation was necessary to determine if Spokane Movers consistently complies with state statutes and commission rules.

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

- Failure to supply an estimate to each customer prior to moving household goods in violation of WAC 480-15-630.
- Failure to use a proper estimate format and failure to accurately complete its estimate forms in violation of WAC 480-15-630 and Tariff 15-C, Item 85.
- Failure to provide a supplemental estimate in violation of WAC 480-15-630.
- Failure to provide a bill of lading in violation of WAC 480-15-710.
- Failure to use a proper bill of lading format, including the contract terms and conditions, in violation of WAC 480-15-710 and Tariff 15-C.
- Failure to properly complete its bills of lading in violation of WAC 480-15-710 and Tariff 15-C.
- Failure to accurately record or calculate rates and charges on its bills of lading in violation of WAC 480-15-490 and Tariff 15-C.

Recommendation

Staff reviewed business records for 70 moves performed by Spokane Movers in September and October 2009. Although violations were found in the records of each move, staff recommends the commission only assess penalties for violations in areas where staff previously provided technical assistance. Staff recommends penalties as follows:

- Spokane Movers failed to provide written estimates for four moves in violation of WAC 480-15-630. Staff recommends penalties of \$100 per violation, for a total of \$400.
- Spokane Movers failed to provide cube sheets with its estimates for 67 moves in violation of WAC 480-15-630 and Tariff 15-C, Item 85(2)(g). Staff recommends penalties of \$100 per violation, for a total of \$6,700.
- Spokane Movers failed to provide a supplemental estimate when required for six moves in violation of WAC 480-15-630. Staff recommends penalties of \$100 per violation, for a total of \$600.
- Spokane Movers failed to provide bills of lading for two moves in violation of WAC 480-15-710. Staff recommends penalties of \$100 per violation, for a total of \$200.

Staff recommends total penalties of \$7,900. In addition, staff recommends Spokane Movers attend commission-conducted rule and tariff training on June 16, 2010, in Spokane. Staff also

recommends Spokane Movers closely review this report because it provides valuable technical assistance in other areas that need improvement, including the format of estimates, bills of lading and minimum charges.

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

BACKGROUND

Permit Status

In July 1999, commission staff (staff) received information that Gerald M. Jahn d/b/a Jerry's Hauling Service was transporting household goods without a permit and advertising its services in the Spokane area. When staff contacted Mr. Jahn, he admitted he was transporting household goods without a permit and agreed to discontinue operations effective July 31, 1999. A review of local Spokane newspapers, however, showed that Mr. Jahn continued to advertise his services. On November 8, 1999, in Penalty Assessment No. 99629, the commission assessed a \$500 penalty against Mr. Jahn for illegal advertising. Mr. Jahn paid the penalty in full on April 27, 2000.

On October 29, 1999, a consumer's attorney sent a letter to the commission inquiring about disputed charges for Mr. Jahn's services. The attorney included a handwritten receipt. On March 28, 2000, in Penalty Assessment No. 99810, the commission assessed Gerald Jahn d/b/a Jerry's Hauling Service a \$1,500 penalty for operating without a permit. The commission further ordered Mr. Jahn to cease and desist operating as a household goods carrier unless and until the commission granted him household goods operating authority. Mr. Jahn paid the penalty in full on April 27, 2000.

In January 2001, staff received information from an anonymous caller who stated that Mr. Jahn continued to transport household goods without a permit in violation of the cease and desist order. Staff contacted Mr. Jahn and provided him with an application packet.

On June 18, 2001, the commission granted Gerald Jahn d/b/a Spokane Movers provisional operating authority as a household goods carrier. The commission granted permanent operating authority under permit HG-11890 on February 20, 2003.

Company Information

Since June 18, 2001, when the commission granted provisional authority, three consumers have filed complaints against the company.

Revenue for Spokane Movers, as reflected in its annual reports filed with the commission, is as follows:

Reporting Year	Date Filed	Revenue
2006	April 30, 2007	\$283,839.48
2007	April 29, 2008	\$217,235.00
2008	April 27, 2009	\$178,426.00

Technical Assistance

Because Mr. Jahn indicated he would apply for a household goods permit, staff met with him on May 22, 2001, in Spokane and provided him with detailed technical assistance.

Specifically, staff explained the requirements for estimates and for bills of lading.

After Mr. Jahn received his provisional permit, staff met with him on June 21 and August 15, 2001. Staff provided technical assistance in several areas, including bills of lading and estimates.

On July 8, 2009, a consumer filed a complaint with the commission against Mr. Jahn (complaint 106929). At the conclusion of the complaint investigation, staff cited 24 rule and tariff violations and provided technical assistance for each, as follows:

Bills of Lading, Tariff 15-C, Item 95 Violations	Estimates, Tariff 15-C, Item 85 Violations
(1)(a): No fax number	(2)(a): No fax number
(1)(j): Improper estimate language	(2)(c): No customer initials for receipt of the moving guide
(1)(k): Improper valuation language	(2)(g): No cube sheet inventory
	(2)(k): No overtime information
	(2)(l): No third-party or accessorial services information
	(2)(n): No storage information
	(2)(o): No packing or unpacking information

In addition, staff cited a violation of WAC 480-15-630(6)(d)(iv) for failure to issue a supplemental estimate when the cost of the move exceeded 125 percent of the original estimate.

A copy of complaint 106929 is attached as Appendix A.

Investigation

Staff initiated this investigation into the business practices of Spokane Movers based on complaint 106929, in which staff cited 24 violations of commission rules and Tariff 15-C.

INVESTIGATION

Data Request

On February 4, 2010, staff requested the following records and information from Spokane Movers:

1. For every residential move performed within the state of Washington from September 1, 2009, through October 31, 2009, all supporting documents related to each customer's move, including, but not limited to, the bill of lading, estimate, supplemental estimate, inventory records, weight slips, and all documents related to temporary storage of the goods.
2. A copy of the company's customer complaint and claims register, listing all complaints and claims received from September 1, 2009, through October 31, 2009, and including all documents related to each complaint and claim.

Staff requested Mr. Jahn respond to the data request no later than February 18, 2010.

A copy of the commission's data request is included as Appendix B.

On February 18, 2010, Mr. Jahn provided staff with copies of records for 72 moves performed during the months of September and October 2009. Two of those moves were non-jurisdictional (office or in-house moves) so staff excluded them from this investigation. Mr. Jahn also provided a complaint and claims register, which listed a total of two claims for the months of September and October.

Staff used the documents and information furnished from this data request and consumer complaint 106929 to conduct its investigation of the company's business practices.

NEW RULES AND TARIFF

On December 27, 2008, the commission adopted new household goods rules in Docket No. TV-070466. The rules went into effect on January 27, 2009, and the commission notified all permitted carriers of the changes. The notice described how to access the new rules on the commission's Web site, as well as instructions for requesting a paper or electronic copy from the commission.

At the same time, the commission adopted new tariff provisions in its household goods tariff, Tariff 15-C, effective February 1, 2008, in Docket No. TV-072258. The commission sent a copy of the final order adopting the tariff and a full copy of the new tariff to all permitted carriers on February 1, 2008.

The commission made significant changes to the way household goods carriers are required to provide services and bill their customers in both the rules and the tariff. For example, the commission required carriers to provide all customers with a written estimate prior to the actual move.

To assist permitted companies with understanding and implementing these changes, the commission provided rule and tariff training sessions for all interested parties in three locations around the state during the spring of 2008. The commission held one of the training sessions in Spokane. The commission notified all permitted carriers of the training. Neither Mr. Jahn nor any staff of Spokane Movers attended the training.

ESTIMATES – REQUIRED

Investigation

WAC 480-15-630 requires a household goods moving company to provide a written estimate to every customer before the move. An estimate is a written approximation of the cost of a move prepared in compliance with the provisions of the household goods rules and tariff. Estimates are based on factors such as the size of the shipment and the van or truck space required, the weight of the household goods, the amount of time needed to complete the move, and the type of special services to be provided. A household goods company may provide customers with either a binding or non-binding estimate.

In the commission's data request, staff requested that Spokane Movers furnish "all supporting documents related to each customer's move, including, but not limited to, the bill of lading, estimate, supplemental estimate ..." for the months of September and October 2009.

A review of the data shows that Spokane Movers did not provide estimates to customers Browning, Mitchell, Swallow and O'Leary.

Technical Assistance

Commission staff has provided Spokane Movers with technical assistance regarding estimates. In May 2001, staff met with Mr. Jahn in Spokane and explained the rules and tariff requirements for estimates in detail. Mr. Jahn was advised that estimates must be in writing. In June 2001, staff met with Mr. Jahn a second time in Spokane. Because Mr. Jahn was using estimates that did not contain necessary information, staff again reviewed estimate requirements in detail. On May 31, 2002, staff performed a routine "Technical Assistance and Records Review." The checklist cited Mr. Jahn's failure to issue estimates for 78 of the 101 moves reviewed.

Findings

Spokane Movers is in violation of WAC 480-15-630 for failing to provide estimates to four customers prior to transporting those customers' goods.

Recommendation

Staff recommends a penalty of \$100 for each of the four moves where Spokane Movers failed to provide the customer with an estimate in violation of WAC 480-15-630, for a total penalty of \$400.

ESTIMATES – FORMAT AND COMPLETION

Investigation

WAC 480-15-630 requires a household goods company to issue an estimate prior to every move, and requires that the estimate include all of the elements required by Tariff 15-C, Item 85.

Spokane Movers performed 70 moves in the two-month period reviewed during this investigation. The company issued estimates for 66 of those moves. For 33 of the moves where estimates were issued (all of which were performed between September 1 and October 2, 2009, with the exception of one move performed on October 17, 2009), the company used incorrect estimate forms. These forms did not include the following information, as required by rule and tariff:

- The company's phone number.
- The company's fax number.
- The company's email address.
- A space for the customer to sign or initial that the customer received the brochure "Your Guide to Moving in Washington State."
- A section for recording overtime hours and associated charges.
- A section for recording third-party or accessorial services, and associated charges.
- A valuation section for charges for loss or damage protection coverage.
- A section for recording charges for storage.
- A section for recording charges for packing, unpacking, and containers.
- Information required for nonbinding estimates regarding release of shipment and payment.
- A section indicating the forms of payment the carrier will accept.

A copy of the estimate form used by Spokane Movers for these 33 moves is attached as Appendix C.

It appears that beginning October 2, the company began using the proper estimate form. For each of the remaining 33 moves performed between October 2 and October 31, the company used the proper form. A copy of the estimate form used by Spokane Movers for these moves is attached as Appendix D. The company, however, failed to include its fax number and email address on that form. During the investigation of complaint 106929, staff found that the company has a fax number and an email address.

In addition, the estimate forms were not always completed correctly. Staff found the following deficiencies on the estimate forms completed between October 2 and October 31:

- On 15 estimates, the company did not list total estimated charges.
- On 21 estimates, the company did not obtain the customer's signature acknowledging receipt of the brochure "Your Guide to Moving in Washington State."

- On 19 estimates, the company did not designate a valuation option.
- On 19 estimates, the company did not designate whether the estimate was binding or nonbinding.
- On four estimates, the company did not obtain the estimator's signature.
- On two estimates, the company did not obtain the customer's signature.
- On one estimate, the company did not list the number of carrier personnel and vehicles that will be used, the number of hours each will be involved in the moves and associated rates and charges.

Findings

Staff finds that, for the period September 1 through October 1, 2009, Spokane Movers failed to use a proper estimate form. Staff also finds that, for the period October 2, 2009, through October 31, 2009, the company failed to accurately complete its estimates in violation of WAC 480-15-630 and Tariff 15-C, Item 85.

Recommendation

Staff advises that Spokane Movers must provide a properly completed estimate to each customer prior to moving the customer's goods. The estimate form must include all information required in the rule and tariff. Staff considers this investigation as the company's technical assistance regarding estimate format and estimate completion. If future violations are found, staff may recommend penalties or take other enforcement action.

ESTIMATES – CUBE SHEETS

Investigation

WAC 480-15-630 requires a household goods company to issue an estimate prior to every move, and requires that the estimate include all of the elements required by Tariff 15-C, Item 85. Tariff 15-C, Item 85, section 2(g) requires, with each estimate, “a household goods cube sheet.” A cube sheet is an inventory of the items upon which the estimate is based, and the estimated cubic footage for each item.

Spokane Movers failed to complete and provide cube sheets for 67 of the 70 moves performed during the review period.

Technical Assistance

Commission staff has provided Spokane Movers with technical assistance regarding the use of cube sheets. In May 2001, staff met with Mr. Jahn in Spokane and explained the rules and tariff requirements for estimates in detail. In June 2001, staff met with Mr. Jahn a second time in Spokane. Staff again reviewed estimate requirements in detail. On May 31, 2002, staff performed a routine “Technical Assistance and Records Review.” The checklist cited Mr. Jahn’s failure to issue a cube sheet in connection with each of the 101 moves reviewed. Commission staff also provided technical assistance to Spokane Movers regarding the use of cube sheets in connection with consumer complaint 106929. Staff cited two violations of WAC 480-15-630(7) for failing to complete a household goods cube sheet inventory.

Findings

For the months of September and October 2009, Spokane Movers failed to use cube sheets with its estimates for 67 of the 70 moves it performed. The only three moves that included cube sheets were for customers Lyon, Squire and Askegard.

Recommendation

Staff recommends a penalty of \$100 for each of the 67 estimates where Spokane Movers did not include a cube sheet in violation of WAC 480-15-630(7), for a total penalty of \$6,700.

ESTIMATES – SUPPLEMENTAL ESTIMATES

Investigation

WAC 480-15-630 requires a household goods company to issue an estimate prior to every move. In addition, the rule requires a company to issue a supplemental estimate if the cost of the move exceeds 125 percent of the original estimate. A supplemental estimate is a document separate from the original estimate, listing a complete description of the additional products or services provided and the associated charges.

Spokane Movers charged customers more than 125 percent of the estimated costs without issuing a supplemental estimate on six occasions during the review period, as follows:

- On September 4, the company charged customer Rettig \$1,150 for a move that was estimated to cost \$690. “Might take longer and cost more” was handwritten on the estimate form.
- On September 9, the company charged customer Pierson \$718.75 for a move that was estimated to cost \$460. “Additional items plus some packing and additional stop. Possibly additional 2-4 hours?” was handwritten on the estimate form.
- On September 12, the company charged customer Webb \$809.68 for a move that was estimated to cost \$460. “Additional 2-3 hour packing as well” was handwritten on the estimate form.
- On September 18, the company charged customer Ruthstrom \$632.50 for a move that was estimated to cost \$460. “Additional items and shuffling furniture. Additional 4-6 hours?” was handwritten on the estimate.
- On September 25, the company charged customer Luna \$1,903.48 for a move that was estimated to cost \$690. On the estimate form, \$690 was crossed out and replaced with \$930. “Double estimate for extra items and packing 2 loads” was handwritten on the estimate form.
- On October 19, the company charged customer Cseh \$201.25 for a move that was estimated to cost \$115. “May take longer and cost more” was handwritten on the estimate form.

A copy of the original estimate form for each move is attached as Appendix E.

Technical Assistance

Commission staff has provided Spokane Movers with technical assistance regarding estimates. In May 2001, staff met with Mr. Jahn in Spokane and explained the rules and tariff requirements for estimates in detail. In June 2001, staff met with Mr. Jahn a second time in Spokane. Staff again reviewed estimate requirements in detail. In complaint 106929, staff cited a violation of WAC 480-15-630(6)(d)(iv) for failure to issue a supplemental estimate when the cost of the move exceeded 125 percent of the original estimate.

Findings

Staff finds that Spokane Movers failed to issue supplemental estimates for six moves during the review period, each of which exceeded the estimated costs by 25 percent or more. Simply writing notes such as “may cost more” does not qualify as a supplemental estimate.

Recommendation

Staff recommends a penalty of \$100 for each of the six moves where Spokane Movers did not include a supplemental estimate in violation of WAC 480-15-630, for a total penalty of \$600.

BILLS OF LADING – REQUIRED

Investigation

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

Spokane Movers did not issue a bill of lading for customers Reich and Whitver.

Technical Assistance

Commission staff has provided Spokane Movers with technical assistance regarding bills of lading. In May 2001, staff met with Mr. Jahn in Spokane and explained the rules and tariff requirements for bills of lading in detail. In June 2001, staff met with Mr. Jahn a second time in Spokane. Staff again reviewed bill of lading requirements in detail.

Findings

Spokane Movers is in violation of WAC 480-15-710(1) for failing to issue a bill of lading in connection with two of the moves reviewed during the course of the investigation.

Recommendation

Staff recommends a penalty of \$100 for each of the two moves where Spokane Movers did not include a bill of lading in violation of WAC 480-15-710, for a total penalty of \$200.

BILLS OF LADING – FORMAT

Investigation

WAC 480-15-710 requires a household goods company to issue a bill of lading for every move that includes all of the requirements listed in Tariff 15-C, Item 95.

The bill of lading used by Spokane Movers for the 14 moves performed between September 1 and 17, 2009, violated the format requirements of Tariff 15-C, Item 95, as described below.

- **Estimates:** Spokane Movers used a bill of lading that included an estimate acknowledgement option that stated “I [customer] did not request a written estimate on this shipment and understand I will be required to pay charges shown on this contract.” Spokane Movers may not state on its bill that customers can “opt out” of receiving an estimate. Household goods companies are required to provide a written estimate to the customer before conducting each and every move.
- **Payment Requirements:** Spokane Movers used a bill of lading that included an inaccurate statement that the customer would not be required to pay more than 115 percent of the estimate for mileage-rated moves. There is no option in the tariff allowing for a 115 percent cap on payments for long distance moves. All customers may not be required to pay more than 125 percent of the estimate, regardless of whether the move is hourly or mileage rated.
- **Valuation:** Spokane Movers used a bill of lading that included incorrect loss and damage protection (valuation) amounts. The bill of lading used during this time period included a depreciated value protection released to \$2 per pound, and replacement cost coverage released to “at least \$3.50 per pound.” Both violate the tariff valuation options.
- **Start Times, Stop Times and Interruptions:** The bill of lading did not include a section to show employees’ breaks or interruption times; only start, stop and total hour designations were included.
- **Contract Terms and Conditions:** The bill of lading did not contain the contract language required on the back of the bill of lading, as specified by Tariff 15-C, Item 95.

A copy of the bill of lading form used by Spokane Movers for these 14 moves is attached as Appendix F.

It appears that beginning September 18, the company began using the proper bill of lading form. For each of the remaining moves performed between September 18 and October 31, the company used the proper form. A copy of the bill of lading form used by Spokane Movers for these moves is attached as Appendix G.

Findings

Staff finds that Spokane Movers violated WAC 480-15-710 and Tariff 15-C, Item 95, when it issued improper bills of lading for the 14 moves performed between September 1 and 17, 2009.

Recommendation

Staff advises that Spokane Movers must provide a properly formatted bill of lading for every move. The bill of lading form must include all information required in the rule and tariff. Staff considers this investigation as the company's technical assistance regarding bill of lading format. If future violations are found, staff may recommend penalties or take other enforcement action.

BILLS OF LADING – COMPLETION

Investigation

WAC 480-15-710 requires a household goods company to issue a properly completed bill of lading for every move that includes all of the requirements listed in Tariff 15-C, Item 95.

Staff reviewed the 68 bills of lading Spokane Movers issued for household goods moves for the months of September and October 2009. Spokane Movers consistently fails to complete its bills of lading in compliance with commission rules and Tariff 15-C, Item 95, as described below.

- **Estimate Section:** Spokane Movers did not obtain the customer's acknowledgment that he or she received an estimate for 16 of the bills of lading.
- **Addresses:** Spokane Movers did not list the destination address on one of the bills of lading.
- **Start Times, Stop Times and Interruptions:** The bills of lading used by Spokane Movers between September 1 and 17, 2009, did not include a separate space to record interruptions (i.e., lunch break) for the individual employees involved in a move. Although the bills of lading used on and after September 18, 2009, included a separate space to record interruptions for breaks and meals, they were not always recorded. Spokane Movers employees worked in excess of five hours straight, but did not record meal periods or breaks as interruption time on the bills of lading. Because staff assumes that Spokane Movers employees took meal breaks as required by law, the company improperly billed customers for interruption time during 21 moves. (See summary in Appendix H).

Findings

Staff finds that Spokane Movers violated WAC 480-15-710 and Tariff 15-C, Item 95, when it did not properly complete the bill of lading to include the customer's acknowledgement that he or she received an estimate, the destination address, and interruptions for the 21 moves identified in Appendix H.

Recommendation

Staff advises that Spokane Movers must properly complete the bill of lading for every move, including the customer's acknowledgement that he or she received an estimate, the destination address, and interruptions as required in the rule and tariff. Staff considers this investigation as the company's technical assistance regarding completion of the bill of lading. If future violations are found, staff may recommend penalties or take other enforcement action.

TARIFF RATES AND CHARGES

Investigation

WAC 480-15-490 requires a household goods company to bill charges according to the tariff. Tariff 15-C, Item 230 requires minimum charges for hourly rated moves, including a minimum of four hours for moves performed on a Saturday or Sunday at the customer's request. Spokane Movers failed to bill the required minimum hours for the following six moves performed during the review period:

- On Saturday, September 12, customer Henderson was billed for 3.25 hours.
- On Saturday, September 19, customer Kittison was billed for 3.25 hours.
- On Saturday, September 26, customer Bodak was billed for 3.5 hours.
- On Saturday, September 26, customer Mellin was billed for 3.5 hours.
- On Saturday, October 17, customer Reich was billed for 2 hours.
- On Saturday, October 31, customer Esposito was billed for 2.5 hours.

Findings

Staff finds that Spokane Movers violated WAC 480-15-490 and Tariff 15-C, Item 230, when it did not accurately calculate minimum charges on six of its bills of lading.

Recommendation

Staff advises that Spokane Movers must properly charge the minimum for Saturday or Sunday moves as required by rule. Staff considers this investigation as the company's technical assistance regarding minimum charges. If future violations are found, staff may recommend penalties or take other enforcement action.

SUMMARY OF RECOMMENDATIONS

1. Staff recommends a total penalty of \$7,900 for the following violations:
 - A penalty of \$100 for each of the four moves that occurred during the review period where Spokane Movers failed to issue an estimate, for a total of \$400.
 - A penalty of \$100 for each of the 67 estimates that did not include a cube sheet, for a total of \$6,700.
 - A \$100 penalty for each of the six moves where Spokane Movers charged more than 125 percent of the estimated costs without issuing a supplemental estimate as required, for a total of \$600.
 - A penalty of \$100 for each of the two moves that occurred during the review period where Spokane Movers failed to issue a bill of lading, for a total of \$200.
2. Staff recommends Spokane Movers attend commission-conducted rule and tariff training on June 16, 2010, in Spokane.
3. Staff recommends Spokane Movers closely review this report because it provides valuable technical assistance in other areas that need improvement. Staff has provided technical assistance on those areas within the report, as listed below. If future violations are found, staff may recommend penalties or take other enforcement action.
 - Spokane Movers must provide a properly completed estimate to each customer prior to moving the customer's goods. The estimate form must include all information required in the rule and tariff.
 - Spokane Movers must provide a properly formatted bill of lading for every move. The bill of lading form must include all information required in the rule and tariff.
 - Spokane Movers must properly complete the bill of lading for every move, including the customer's acknowledgement that he or she received an estimate, the destination address, and interruptions as required in the rule and tariff.
 - Spokane Movers must properly charge the minimum for Saturday or Sunday moves as required by rule.