



All Star Transfer, Laron Williams Inc.

d/b/a Allstar Moving & Storage

d/b/a Allstar Movers

d/b/a Careful Movers

TV-143648

Darren Tinnerstet
Compliance Investigations

November 2014

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PURPOSE, SCOPE AND AUTHORITY

Purpose

All Star Transfer, Laron Williams Inc. (All Star Transfer) 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 rules.

Scope

The scope of this investigation focuses on All Star Transfer's intrastate transportation of household goods in Washington state from April 1 through June 30, 2013, and the company's compliance with state laws and commission rules during that period.

Authority

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

Staff

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EXECUTIVE SUMMARY

On July 18, 2013, staff initiated an investigation into the business practices of All Star Transfer as the result of a consumer complaint. Prior to the investigation, staff reviewed a consumer complaint filed against All Star Transfer where 42 violations of WAC 480-15 and Household Goods Tariff 15-C were recorded.

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

Staff reviewed 57 intrastate moves conducted by All Star Transfer between April 1 and June 30, 2013. The documents reviewed included estimates, bills of lading, tables of measurements (cube sheets), and receipts for customer payment transactions. Staff also examined claims filed against the company during the review period. Staff documented a total of 254 violations of commission rules by All Star Transfer.

Based on its review, staff finds that All Star Transfer violated commission laws and rules, as well as Household Goods Tariff 15-C, as follows:

Estimates

- Failure to obtain the customer's signature to acknowledge receipt of "Consumer Guide to Moving in the Washington State," in violation of WAC 480-15-620, Tariff 15-C, Item 85(2)(c).
- Failure to complete the origin or destination of shipment, in violation of WAC 480-15-630, Tariff 15-C, Item 85.
- Failure to obtain the customer's initials next to the chosen valuation option in violation of WAC 480-15-630, Tariff 15-C, Item 85(2)(m).
- Failure to obtain the customer's initials to indicate the selection of a binding or non-binding estimate in violation of WAC 480-15-630, Tariff 15-C, Item 85(p,q).
- Failure to list the forms of payment the carrier will accept in violation of WAC 480-15-630, Tariff 15-C, Item 85(2)(r).
- Failure to include the company and/or customer's signature and date signed, in violation of WAC 480-15-630, Tariff 15-C, Item 85(2)(s).
- Failure to issue a completed cube sheet inventory in connection with each move in violation of WAC 480-15-630, Tariff 15-C, Item 85(2)(g).

Bills of Lading

- Failure to obtain the company and/or customer's signature and date, in violation of WAC 480-15-710, Tariff 15-C, Item 95(1).
- Failure to include the origin and destination of the shipment, in violation of WAC 480-15-710, Item 95(1)(e).
- Failure to obtain the customer's initials next to the selection indicating whether the associated estimate was binding or non-binding, in violation of WAC 480-15-710, Tariff 15-C, Item 95(1)(h).
- Failure to obtain the customer's initials next to the chosen valuation option, in violation of WAC 480-15-710, Tariff 15-C, Item 95(1)(k).

Permit Names or Trade Names

- Failure to use the correct company name on the sales receipt, in violation of WAC 480-15-390(1).

Tariff Rates and Charges

- Failure to include start, stop, and any interruption times for each employee involved in the move, in violation of WAC 480-15-710, Tariff 15-C, Item 95(1)(m)
- Failure to document interruptions and breaks, in violation of WAC 480-15-490(3), Tariff 15-C, Item 230(2).
- Failure to describe each charge in sufficient detail to indicate whether proper rates were charged, in violation of WAC 480-15-710, Tariff 15-C, Item 95(1)(n).
- Failure to correctly calculate charges in violation of WAC 480-15-490(3).
- Failure to follow the terms, conditions and rates of Tariff 15-C by charging in excess of 25 percent of original estimate, in violation of WAC 480-15-490(3), Item 80(3).

Recommendation

Staff recommends the commission issue a formal complaint against All Star Transfer and assess a total penalty of \$1,700, for the following violations:

Estimates

- \$100 for 21 violations of WAC 480-15-630(7), Tariff 15-C, Item 85(2)(c), for failing to obtain the customer's signature acknowledging receipt of "Consumer Guide to Moving in the Washington State."
- \$100 for five violations of WAC 480-15-630, Tariff 15-C, Item 85(2)(f), for failing to complete the origin or destination of shipment.
- \$100 for 40 violations of WAC 480-15-630, Tariff 15-C, Item 85(2)(m), for failing to obtain the customer's initials next to the chosen valuation option.
- \$100 for 24 violations of WAC 480-15-630, Tariff 15-C, Item 85(2)(p, q), for failing to obtain the customer's initials indicating the selection of a binding or non-binding estimate.
- \$100 for seven violations of WAC 480-15-630, Tariff 15-C, Item 85(2)(r), for failing to include forms of payment the carrier will accept on the estimate form.
- \$100 for 29 violations of WAC 480-15-630(8), Tariff 15-C, Item 85(2)(s), for failing to obtain the company and/or customer's signature and date.

Estimates - Cube Sheets

- \$100 for 11 violations of WAC 480-15-630, Tariff 15-C, Item 85(2)(g), for failing to issue a completed cube sheet inventory in connection with each estimate.

Bills of Lading

- \$100 for 13 violations of WAC 480-15-710, Tariff 15-C, Item 95(1), for failing to obtain both the carrier and the customer's signature and date.
- \$100 for two violations of WAC 480-15-710, Tariff 15-C, Item 95(1)(e), for failing to include the exact address of the origin or destination of the move.
- \$100 for six violations of WAC 480-15-710, Tariff 15-C, Item 95(1)(h), for failing to obtain the customer's initials next to the selection indicating whether the associated estimate was binding or non-binding.
- \$100 for four violations of WAC 480-15-710, Tariff 15-C, Item 95(1)(k), for failing to obtain the customer's initials next to the chosen valuation.

Permit names or Trade Names

- \$100 for 57 violations of WAC 480-15-390(1), for failing to operate under the exact name or trade name as shown on permit.

Tariff Rates and Charges

- \$100 for 10 violations of WAC 480-15-490(3), Tariff 15-C, Item 95(1)(m), for failing to include start stop and any interruption time on the bill of lading.
- \$100 for 17 violations of WAC 480-15-490(3), Tariff 15-C, Item 230(2), for failing to document interruptions and breaks on the bill of lading.
- \$100 for three violations of WAC 480-15-490(3), Tariff 15-C, Item 95(1)(n), for failure to document assessed charges in sufficient detail.
- \$100 for three violations of WAC 480-15-490(3), for failing to calculate correct charges.
- \$100 for two violations of WAC 480-15-490(3), Tariff 15-C, Item 80(3), for failing to follow the terms, conditions and rates of Tariff 15-C by charging more than 125% of the original estimate.

Additionally, staff recommends the commission order the company to remit to affected customers a total refund of \$2,378.32, for the following violations:

- \$1,107.50 for excess charges to customers for breaks or interruptions in violation of WAC 480-15-490(3) and Tariff 15-C, Item 230(2).
- \$434.50 for excess charges to customers for incorrect calculation of charges in violation of WAC 480-15-490(3)
- \$836.32 for excess charges to customers issued nonbinding estimates in violation of WAC 480-15-490(3) and Tariff 15-C, Item 80(3), for failing to follow the terms, conditions and rates of commission tariff by charging more than 125% of the original estimate.

A discussion of staff's recommendations appears at the end of this report.

BACKGROUND

Company Information

All Star Transfer, Laron Williams Inc. is a limited liability corporation located at 24111 Hwy 99, Suite 303, in Edmonds, WA. Laron Williams is the sole owner of the company. The company's annual report states that bookkeeper Darleen Clement is the responsible account officer.

According to commission records, All Star Transfer has operated under permit number HG-11846 since 2001. In 2009, All Star Transfer filed with the commission a notice that it was adding the trade names of Allstar Movers and Careful Movers.

As reflected in its annual reports filed with the commission, All Star Transfer reported the following intrastate revenue for the past three years:

| Reporting Year | Date Filed | Revenue | # of Intrastate Moves |
|----------------|--------------|--------------|-----------------------|
| 2013 | May 13, 2014 | \$346,725.99 | 242 |
| 2012 | May 22, 2013 | \$333,761.36 | 484 |
| 2011 | May 21, 2012 | \$198,574 | 412 |

2013 Penalty Assessment

All Star Transfer filed its 2012 annual report on May 22, 2013, which is 15 business days past the deadline of May 1. The penalty was mitigated from \$100 per day to \$50 per day for a total of \$750. Penalty was paid in full.

2012 Penalty Assessment

All Star Transfer filed its 2011 annual report on May 19, 2012, which is 14 business days past the deadline of May 1. The penalty was mitigated from \$100 per day to \$25 per day for a total of \$350. Penalty was paid in full.

Household Goods Carrier Training

Since 2008, the commission has provided a free quarterly training for permitted household goods carriers. Attendance at a training is required of all newly permitted intrastate moving companies before they can receive permanent status. The training is also available to existing companies and their employees as a refresher course.

All Star Transfer has had the following employees attend the commission's household goods carrier training program:

Feb. 13, 2013

Barbara McCarty
Darlene Clements
Joseph Smith

August 14, 2013

Alton Johnson
Amber Simpson
Cecile Lipcomb
Zoli Babos

Investigation

Staff initiated this investigation into the business practices of All Star Transfer based on consumer complaint #115952, filed on Nov. 20, 2012, which resulted in a large number of violations. The purpose of this investigation is to ensure the company is operating in compliance with state statutes and commission rules.

INVESTIGATION

Data Request

On July 18, 2013, staff requested the following records and information from All Star Transfer:

1. For every residential move performed within the state of Washington from April 1, 2013, through June 30, 2013, please provide 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 documents related to temporary storage of the goods. Please note that the commission requires original documents. Photocopies will not be accepted.
2. A copy of the company's customer complaint and claims register, listing all complaints and claims received from April 1, 2013, through June 30, 2013, and including all documents related to each complaint and claim.

Staff requested All Star Transfer respond to the data request no later than Aug. 1, 2013.¹ On Aug. 1, 2013 All Star Transfer provided documents for 57 jurisdictional moves performed within the state of Washington from April 1 to June 31, 2013. All Star Transfer also provided a claim register, which listed a total of five claims filed during the requested period.

¹ See Appendix A for a copy of the July 18, 2013 data request letter.

CONSUMER COMPLAINTS

There has been one consumer complaint filed against All Star Transfer in the last two years. This complaint resulted in a large number of violations and prompted staff to initiate an investigation into the company's overall business practices.

Consumer Complaint 115952

On Nov. 20, 2012, a consumer filed a complaint with the commission against All Star Transfer (complaint No.115952). On Dec. 7, 2012, staff recorded 42 violations of commission rules and provided technical assistance for each, as follows:²

| WAC / Tariff Rule | Violation |
|---|---|
| WAC 480-15-620(1) 1 violation | Failure to provide customer with a copy of "Your Guide to Moving in Washington." |
| Tariff 15-C, Item 85(2)(a) 1 violation | Failure to include company's email address on estimate form. |
| Tariff 15-C, Item 85(2)(b) 1 violation | Failure to include binding/ non-binding choice on estimate form. |
| Tariff 15-C, Item 85(2)(c) 1 violation | Estimate form did not include a space for the customer to initial or sign to acknowledge receipt of the "Your Guide to Moving in Washington State" brochure. |
| Tariff 15-C, Item 85(2)(m) 1 violation | Estimate form did not include the customer's options for loss or damage protection coverage (valuation) and the associated costs for each. |
| Tariff 15-C, Item 85(2)(q) 4 violations | Estimate form did not include the required language for non-binding estimates found in i, ii, iii, iv. |
| Tariff 15-C, Item 85(2)(r) 1 violation | Estimate form did not include the forms of payment the carrier will accept. |
| WAC 480-15-630(8) / Tariff 15-C, Item 85 (2)(s) 1 violation | Estimate form was not signed and dated by both the carrier's representative and the customer. |
| Tariff 15-C, Item 230 (7)(a) 1 violation | Estimate form states the company has a two hour minimum on all moves. |
| WAC 480-15-390(1) 1 violation | Carrier must conduct operations under the exact name shown on its household goods permit. Sales receipt issued to customer indicates company's name is Northwest Cartage, Inc. dba All Star Transfer. |
| WAC 480-15-630(6)(b) 1 violation | Customer completed hard copy calculation sheet does not include customer's signature or the date it was completed. |
| Tariff 15-C, Item 225 5 violations | Form titled, "Confirmation Notice!!!!" offers services and containers at rates that are not in compliance with Tariff 15-C. |
| Tariff 15-C, Item 95(1)(a) 4 violations | Bill of Lading does not include the company's permit number, website, fax number, or email address. |

² See Attachment B for record of technical assistance provided to All Star Transfer on Dec. 7, 2012, and the company's response on Dec. 11, 2012.

| WAC / Tariff Rule | Violation |
|---|--|
| Tariff 15-C, Item 95(1)(g) 1 violation | Bill of Lading lacks language required in subparagraphs i, ii, and iii regarding storage. |
| Tariff 15-C, Item 95(1)(m) 2 violations | Bill of lading has only a start time, stop time, and total hours for each worker to record their time. The form is missing a place to record breaks or interruptions. |
| Tariff 15-C, Item 95(1)(k) 1 violation | Bill of Lading is lacking required language for valuation options. |
| Tariff 15-C, Item 95(1)(h) 2 violations | Bill of lading offers an option which states, "I did not request a written estimate on this shipment and understand I will be requires to pay charges shown on this contract." |
| Tariff 15-C, Item 95(2) 2 violations | Bill of Lading does not include all information that must be included on the back of the form. The company's form is missed required language and includes language not in the tariff. |
| Tariff 15-C, Item 90(9) 1 violation | Bill of Lading does not include all required language for each of the three valuation options. |
| Tariff 15-C, Item 95(1)(j) 1 violation | Customer was charged more than 125 percent of a non-binding move. |
| WAC 480-15-890(2) 8 violations | Company failed to provide documents or respond to commission request by stated deadline. |
| WAC 480-15-810(1) 1 violation | Company failed to inform customer of availability of the commission for further review. |

ESTIMATES – FORMAT AND COMPLETION

Investigation

WAC 480-15-630 requires a household goods moving company provide a written estimate to every customer before the move occurs. 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 15-C. Estimates are based on factors such as the size of the shipment, the weight of the household goods, the amount of time needed to complete the move, and the type of any special services to be provided. A household goods company may provide customers with either a binding or non-binding estimate.

WAC 480-15-620(1) requires that carriers must give each customer a copy of the commission publication, “*Consumer Guide to Moving in Washington State*” at the time the carrier provides the customers a written estimate.

Additionally, WAC 480-15-630(7) requires moving companies to complete the estimates as required by Tariff 15-C, Item 85. This includes documenting customer contact information, calculating estimated local and long distance charges, and obtaining customer preference for type of estimate and valuation. Furthermore, WAC 480-15-630(8) states that “all written estimates must be signed and dated by both the carrier and customer prior to the move.”

Staff reviewed documents for 57 moves completed by All Star Transfer between April and June 2013. Staff found the following violations of WAC 480-15 and Tariff 15-C, Item 85:

| Description | Tariff 15-C | WAC | Violations |
|--|----------------|---------------|------------|
| Failure to obtain signature acknowledging receipt of “Guide to Moving” brochure ³ | 85(2)(c) | 480-15-620(1) | 21 |
| Failure to document origin or destination of shipment ⁴ | 85(2)(f) | 480-15-630(7) | 5 |
| No valuation selection ⁵ | 85(2)(m) | 480-15-630(7) | 40 |
| No binding or non-binding selection ⁶ | 85(2)(p,q) | 480-15-630(7) | 24 |
| Failure to include forms of payment ⁷ | 85(2)(r) | 480-15-630(7) | 7 |
| Failure to obtain signatures and dates of carrier personnel and/or customer ⁸ | 85(2)(s) | 480-15-630(8) | 29 |
| Total Violations | | | 126 |

³ See Attachment C for customer Neely (invoice # 1020) Estimate.

⁴ See Attachment D for customer Kadoke (invoice # 1038) Estimate.

⁵ See Attachment E for customer Rice (invoice # 1104) Estimate.

⁶ See Attachment E for customer Rice (invoice # 1104) Estimate.

⁷ See Attachment C for customer Neely (invoice # 1020) Estimate.

⁸ See Attachment F for customer Garneau (invoice # 1096) Estimate.

Previous Technical Assistance

All Star Transfer previously received technical assistance in December 2012, via consumer complaint #115952, related to the proper format and completion of estimates prior to moves. The company also had representatives attend two of the commission's household goods training classes in 2013.

Findings

Staff finds that All Star Transfer failed to properly complete estimates as required by WAC 480-15-630 and Tariff 15-C, and finds the following 126 violations:

- 21 violations of WAC 480-15-620, and Tariff 15-C, Item 85(2)(c), for failure to obtain signatures acknowledging receipt of "Consumer Guide to Moving in Washington State."
- Five violations of WAC 480-15-630(7), and Tariff 15-C, Item 85(2)(f), for failure to document origin or destination of shipment.
- 40 violations of WAC 480-15-630(7), and Tariff 15-C, Item 85(2)(m), for failure to document the customer's valuation selection.
- 24 violations of WAC 480-15-630(7), and Tariff 15-C, Item 85(2)(p,q), for failure to document customer's binding selection.
- Seven violations of WAC 480-15-630(7) and Tariff 15-C, Item 85(2)(r), for failure to include forms of payment the carrier will accept on the estimate form.
- 29 violations of WAC 480-15-630(8) for failure to obtain the company and/or customer's signature and date on the estimate form.

Recommendation

Because All Star Transfer received technical assistance in December 2012, regarding estimate forms and proper completion, staff believes penalties are warranted. Staff believes that citing one violation for each violation category (rather than 126 separate violations) is sufficient. **Future violations will result in escalated penalties or other enforcement action.**

Penalty

Staff recommends a \$100 penalty for each of the following six categories of violations of WAC 480-15-630, for a total penalty of \$600, as follows:

- \$100 for failure to obtain signature acknowledging receipt of "Consumer Guide to Moving in Washington State," in violation of WAC 480-15-620 and Tariff 15-C, Item 85(2)(c).
- \$100 for failure to document the origin or destination of a move in violation of WAC 480-15-630(7) and Tariff 15-C, Item 85(2)(f).
- \$100 for failure to document the customer's valuation selection in violation of WAC 480-15-630(7) and Tariff 15-C, Item 85(2)(m).
- \$100 for failure to document the customer's binding selection in violation of WAC 480-15-630(7) and Tariff 15-C, Item 85(2)(p,q).

- \$100 for failure to include forms of payment the carrier will accept on the estimate form in violation of WAC 480-15-630(7) and Tariff 15-C, Item 85(2)(r).
- \$100 for failure to obtain the company and/or customer's signature and date on the estimate form in violation of WAC 480-15-630(8) and Tariff 15-C, Item 85(2)(s).

ESTIMATES – CUBE SHEETS

Investigation

WAC 480-15-630 requires a household goods company 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. The company must complete a cube sheet before providing an estimate to a potential customer.

Of the 57 moves reviewed by staff, All Star Transfer failed to issue a properly completed cube sheet inventory in connection with its estimate for 11 customers.⁹

Previous Technical Assistance

All Star Transfer previously received technical assistance via the commission’s household goods training in 2013.

Findings

All Star Transfer failed to properly complete a cube sheet inventory in violation of WAC 480-15-630 and Tariff 15-C, Item 85(2)(g). Staff identified a total of 11 violations of WAC 480-15-630.

Recommendation

Staff recommends a category penalty of \$100 (rather than 11 separate violations) for failing to complete a cube sheet with every move. All Star Transfer must provide a properly completed cube sheet to each customer prior to moving the customer’s goods. **Future violations may result in additional penalties or other enforcement action.**

Penalty

Staff recommends a \$100 penalty for the category of violations of WAC 480-15-630, for a total penalty of \$100, as follows:

- \$100 for failure to properly complete a cube inventory sheet in violation of WAC 480-15-630 and Tariff 15-C, Item 85(2)(g).

⁹ See Attachment G for customer Douthitt (invoice # 1071) move documents.

BILLS OF LADING – COMPLETION

Investigation

WAC 480-15-710(2) requires a household goods company to issue a properly completed bill of lading for every move. WAC 480-15-710(3) further requires that the carrier “must include the information in the bill of lading as described in the commission’s tariff.” Tariff 15-C, item 95, identifies the required elements for all bills of lading.

The bill of lading provides an itemized overview of all of the charges related to a given move, and explains when and how a carrier is required to release a shipment and extend credit. The back of the bill of lading must contain specific language regarding the terms and conditions of the contract. All of this information is required to ensure that consumers are aware of their rights and obligations under the law.

Staff reviewed documents for 57 moves completed by All Star Transfer during the review period. Staff identified violations of WAC 480-15-710(3) and Tariff 15-C, Item 95, as follows:

| Description | Tariff 15-C | WAC | Violations |
|---|-------------|---------------|------------|
| Failure to obtain signatures and dates of carrier personnel and/or customer ¹⁰ | 95(1) | 480-15-710(3) | 13 |
| Failure to document origin or destination of shipment ¹¹ | 95(1)(e) | 480-15-710(3) | 2 |
| No binding or non-binding selection ¹² | 95(1)(h) | 480-15-710(3) | 6 |
| No valuation selection ¹³ | 95(1)(k) | 480-15-710(3) | 4 |
| Total Violations | | | 25 |

Previous Technical Assistance

All Star Transfer previously received technical assistance in December 2012, via consumer complaint #115952, related to the proper format and completion of bills of lading. The company also had representatives attend two of the commission’s household goods training classes in 2013.

Findings

Staff finds that All Star Transfer failed to properly complete bills of lading as required by WAC 480-15-710 and Tariff 15-C, and finds the following 25 violations:

- 13 violations of WAC 480-15-710(3) and Tariff 15-C, Item 95(1), for failure to obtain the company and/or customer’s signature and date on the bill of lading form for 13 moves.

¹⁰ See Attachment H for customer Ripley (Invoice #1032) Bill of Lading.

¹¹ See Attachment I for customer Stewart (Invoice #1091) Bill of Lading.

¹² See Attachment I for customer Stewart (Invoice #1091) Bill of Lading.

¹³ See Attachment I for customer Stewart (Invoice #1091) Bill of Lading.

- Two violations of WAC 480-15-710(3) and Tariff 15-C, Item 95(1)(e), for failure to document the destination address on the bill of lading for two moves.
- Six violations of WAC 480-15-710(3) and Tariff 15-C, Item 95(1)(h), for failure to document a binding or non-binding selection on the bill of lading for six moves.
- Four violations of WAC 480-15-710(3) and Tariff 15-C, Item 95(1)(k), for failure to document a valuation selection on the bill of lading for four moves.

Recommendation

Because All Star Transfer received technical assistance in December 2012, regarding bill of lading forms and proper completion, staff believes penalties are warranted. Staff believes that citing one violation for each violation category (rather than 25 separate violations) is sufficient. **Future violations will result in escalated penalties or other enforcement action.**

Penalty

Staff recommends a \$100 penalty for each of the following four categories of violations of WAC 480-15-710, for a total penalty of \$400, as follows:

- \$100 for failure to obtain the company and/or customer's signature and date on the bill of lading in violation of Tariff 15-C, Item 95(1).
- \$100 for failure to document the destination address on the bill of lading in violation of Tariff 15-C, Item 95(1)(e).
- \$100 for failure to document a binding or non-binding selection on the bill of lading in violation of Tariff 15-C, Item 95(1)(h).
- \$100 for failure to document a valuation selection on the bill of lading in violation of Tariff 15-C, Item 95(1)(k).

USE OF PERMITTED TRADE NAME

Investigation

WAC 480-15-390(1) provides that all carriers “must conduct operations under the exact name shown on its household goods permit. If a carrier does business under a trade name, that name must also appear on the permit.”

All Star Transfer is permitted to operate under the following trade names:¹⁴

- All Star Transfer, Laron Williams, Inc.
- Allstar Moving and Storage
- Allstar Movers
- Careful Movers

The company has not registered any other trade names with the commission.

Staff discovered that all 57 moves completed by All Star Transfer during the review period included a sales receipt which had “Northwest Cartage, Inc., dba All Star Transfer” printed in the header.¹⁵ Northwest Cartage, Inc. is not a registered trade name for All Star Transfer.

Previous Technical Assistance

On Dec. 7, 2012, in response to consumer complaint 115952, technical assistance was provided to All Star Transfer in regards to using the unapproved trade name “Northwest Cartage, Inc.” on sales receipts.

Findings

Staff finds that All Star Transfer violated commission laws and rules, as follows:

- 57 Violations of WAC 480-15-390(1) for failing to operate under the exact name or trade name shown on the household goods permit.

Recommendation

Staff believes that penalties are warranted, and citing one violation for the category (rather than 57 separate violations) is sufficient. Staff also recommends that the company review this report, and the technical assistance record in Attachment B, and make the necessary changes to their sales receipts. **Further violations will result in escalated penalties or other enforcement action.**

Penalty

Staff recommends a \$100 penalty for the category of violations of WAC 480-15-390(1) for failing to operate under the exact name or trade name shown on the household goods permit.

¹⁴ See Attachment J for permit HG-11846 issued Oct. 9, 2009.

¹⁵ See Attachment K for May 13, 2013 sales receipt (invoice #1063).

TARIFF TERMS, CONDITIONS AND RATES

Investigation

WAC 480-15-490(3) requires household goods carriers to follow the terms, conditions and rates authorized by Tariff 15-C. Staff found that All Star Transfer failed to adhere to Tariff 15-C in the following five areas:

- 1) **Start and Stop Time:** Item 95(1)(m) requires the company to include the start and stop time for each employee involved in the move. Although the company's bill of lading form includes a separate space to record the start and stop time, they were not consistently recorded.¹⁶ By not recording the hours worked, it is difficult for staff to determine if proper rates were charged. Staff discovered 10 moves where All Star Transfer failed to properly document the hours each employee worked.
- 2) **Interruptions:** Item 230(2) requires company employees to record breaks and interruptions. The customer must not be charged for breaks or interruptions caused by the carrier's personnel. Although the company's bill of lading form includes a separate space to record interruptions for breaks and meals, such interruptions were not consistently recorded. If no breaks are taken, employees must document that they did not take a break on the bill of lading.

All Star Transfer employees frequently worked in excess of five hours but did not record breaks. Because staff assumes All Star Transfer employees take breaks as required by law, the company improperly billed customers for interruption times on 17 moves.¹⁷ A breakdown of staff's analysis of the 17 customers who were improperly billed is attached to this report.¹⁸

- 3) **Assessed Charges:** Item 95(1)(n) requires the company to document "the amount and type of every charge assessed as a separate line item. Each charge must be fully described in sufficient detail to determine if proper rates were charged according to the tariff." Staff discovered that two customers were charged a dump fee of \$50 and the company failed to attach a receipt for the service.¹⁹ Staff also found one customer who was charged \$75 for a "dump/goodwill fee" without the proper supporting documentation.²⁰

¹⁶ See Attachment L for customer McLaughlin (invoice # 1017) Bill of Lading.

¹⁷ Department of Labor and Industries WAC 296-126-092 Meal periods -- Rest periods. "(1) Employees shall be allowed a meal period of at least 30 minutes which commences no less than two hours nor more than five hours from the beginning of the shift. Meal periods shall be on the employer's time when the employee is required by the employer to remain on duty on the premises or at a prescribed work site in the interest of the employer. (2) No employee shall be required to work more than five consecutive hours without a meal period..." [Order 76-15, § 296-126-092, filed 5/17/76.]

¹⁸ See Attachment M for staff breakdown of overcharges.

¹⁹ See Attachment N for customer Kobayashi (invoice #1033) Bill of Lading.

²⁰ See Attachment O for customer Klingler (invoice # 1030) Bill of Lading.

4) **Rates:** WAC 480-15-490(3) requires household goods carriers to follow the terms, conditions and rates authorized by Tariff 15-C. Staff found three customers who were charged an incorrect amount due to the company miscalculating the time actually worked, as follows:

- **Invoice #1041:** On April 26, 2013, customer Clayton was charged for 11.5 hours at a rate of \$145 per hour for three workers. The hours recorded on the bill of lading were from 7:30 am to 7:00 pm, including a half hour break. The overall time was 11.5 hours, but when the break is subtracted the total amount of time the customer should have been charged for is 11 hours. The customer was overcharged \$72.50 due to the company's miscalculation.
- **Invoice #1043:** On April 26, 2013, customer Clayton was charged for 7.5 hours at a rate of \$105 per hour for two workers. The hours recorded on the bill of lading were from 7:30 am to 3:00 pm, including a half hour break. The overall time was 7.5 hours, but when the break period is subtracted the total amount of time the customer should have been charged for is seven hours. The customer was overcharged \$52.50 due to the company's miscalculation.
- **Invoice #1064:** On May 15, 2013, customer Ryan was charged for 10.75 hours at a rate of \$210 per hour for three workers. The hours recorded on the bill of lading were from 8:30 am to 7:15 pm, including a half hour break. The overall time was 10.75 hours, but when the break period is subtracted the total amount of time the customer should have been charged for is 10.25 hours. Additionally, the customer was charged at the incorrect rate of \$210. On the bill of lading, the rate of \$210 is crossed out and replaced with \$190.²¹ The customer should have been charged \$190 for 10.25 hours, or \$1,947.50. Instead, the company charged them \$2,257 for 10.75 hours at \$210 per hour. The customer was overcharged \$309.50.

5) **Non-Binding Overcharges:** Tariff 15-C, Item 80(3), states that a carrier may only charge an additional 25 percent above a non-binding estimate plus any supplemental estimates. The following two customers were charged more than allowed by the Tariff without being provided with a supplemental estimate:

- **Invoice #1027:** On April 13, 2013, customer Harris was charged \$2,889.75 for a long distance move from Shelton, WA, to Orting, WA. The non-binding estimate provided to the customer was for \$1,831.75. The maximum amount that the customer should have been charged was \$2,289.68, which is 125 percent of the original estimate. The customer was overcharged by \$600.07.²²

²¹ See Attachment P for customer Ryan (invoice # 1064) Bill of Lading.

²² See Attachment Q for customer Harris (invoice #1027) move documents.

- **Invoice #1089:** On June 16, 2013, customer Bateman was charged \$1,155 for an hourly rated move. The non-binding estimate provided to the customer was for \$735. The maximum amount that the customer should have been charged was \$918.75, which is 125 percent of the original estimate. The customer was overcharged by \$236.25.²³

WAC 480-15-660(1) requires household goods carriers to issue a supplemental estimate “if the circumstances surrounding the move change in any way to cause the rates or charges to increase.

Previous Technical Assistance

All Star Transfer previously received technical assistance in December 2012, via a consumer complaint, and the company also had representatives attend two of the commission’s household goods training classes in 2013.

Findings

Staff finds that All Star Transfer failed to follow the terms, conditions and rates of Tariff 15-C, as required by WAC 480-15-490(3), and finds the following 35 violations:

- Ten violations of WAC 480-15-490(3) for failure to record the start and stop time of employees on the bill of lading, as required by Tariff 15-C, Item 95(1)(m) for 10 moves.
- Seventeen violations of WAC 480-15-490(3) for failure to document interruptions on the bill of lading, as required by Tariff 15-C, Item 230(2) for 17 moves.
- Three violations of WAC 480-15-490(3) for failure to document assessed charges in sufficient detail, as required by Tariff 15-C, Item 95(1)(n) for three moves.
- Three violations of WAC 480-15-490(3) for failure to calculate the correct charges, for three moves.
- Two violations of WAC 480-15-490(3), for charging more than an additional 25% of the original estimate, in violation of Tariff 15-C, Item 80(3), for two moves.

Recommendation

Staff believes that penalties are warranted, and citing one violation for each category (rather than 35 separate violations) is sufficient. Staff also recommends that the company review this report, and the technical assistance record in Attachment B. **Further violations will result in escalated penalties or other enforcement action.**

²³ See Attachment P for customer Bateman (invoice #1089) move documents.

Penalty

Staff recommends a \$100 penalty for each of the following five categories of violations of WAC 480-15-490(3), for a total penalty of \$500, as follows:

- \$100 for failure to record the start and stop time of employees on the bill of lading in violation of Tariff 15-C, Item 95(1)(m).
- \$100 for failure to document interruptions on the bill of lading in violation of Tariff 15-C, Item 230(2).
- \$100 for failure to document assessed charges in sufficient detail in violation of Tariff 15-C, Item 95(1)(n).
- \$100 for failure to calculate the correct charges in violation of WAC 480-15-490(3).
- \$100 for charging more than an additional 25% of the original non-binding estimate in violation of Tariff 15-C, Item 80(3).

Additionally, staff recommends a total refund of \$2,378.32 to affected customers for the following violations:²⁴

- A refund of \$434.50 for excess charges to customers for incorrectly calculating charges in violation of WAC 480-15-490(3)
- A refund of \$836.32 for excess charges to customers issued non-binding estimates in violation of WAC 480-15-490(3) and Tariff 15-C, Item 80(3).
- A refund of \$1,107.50 for excess charges to customers for break or interruption hours they were charged for in violation of Tariff 15-C, Item 230(2).

²⁴ See Attachment S for staff Refund Matrix for affected customers.

RECOMMENDATION

Penalty

In this investigation, staff documented 254 violations of WAC 480-15 and Tariff 15-C.

Staff typically recommends a “per violation” penalty against a regulated company where the violations result in serious customer harm; for repeat violations of a rule after a company receives technical assistance from staff; or for intentional violations of commission laws or rules. The commission has the authority to assess penalties of \$100 per violation, per day against a regulated company without providing the opportunity for a hearing.²⁵ The commission also has the authority to assess penalties of up to \$1,000 per violation, per day following a formal complaint and hearing.²⁶

In this case, staff recommends the commission issue a formal complaint and assess penalties of \$100 for each of the 17 categories of repeat violations documented in this report, for a total penalty of \$1,700, because this is the first compliance investigation into the company. Staff also requests the commission order All Star Transfer to refund overcharges to affected customers totaling \$2,378.32. RCW 81.04.230 authorizes the commission, as the result of a substantiated complaint, to order a public service company to refund overcharges for any service rendered in excess of the lawful rate in force at the time of such charge. This recommendation is based on the factors discussed below.

1. How serious or harmful the violation is to the public.

Staff believes the violations cited in this report caused significant harm to consumers. All Star Transfer failed to properly fill out the estimates and bills of lading as required by Tariff 15-C. The company also failed to issue supplemental estimates when the actual charges incurred were more than the commission-allowed percentages of the estimated costs. This resulted in significant overcharges to customers. Finally, All Star Transfer failed to document the breaks its employees took while performing moves. This also resulted in overcharges to customers.

2. Whether the violation is intentional.

Staff believes the evidence supports a finding that the Company knew, or should have known, about the violations in light of several factors. First, All Star Transfer has received extensive technical assistance for the violations for which staff is seeking a penalty. Second, the overcharges assessed to customers regarding binding selections and hours worked represent deliberate disregard of common industry regulations which are covered in the commission’s household goods training. Finally, the volume

²⁵ RCW 81.04.405 allows the commission to assess an administrative penalty for any violation by a regulated company of a statute, rule, the company’s own tariff or an order of the commission.

²⁶ RCW 81.04.380 allows the commission to assess a penalty of up to \$1,000 for each violation after hearing.

of violations discovered during the review period suggests that compliance with commission and tariff regulations is not a priority for All Star Transfer.

3. Whether the company self-reported the violations.

The company did not self-report any of the violations cited in this report.

4. Whether the company was cooperative and responsive.

All Star Transfer was responsive and cooperative throughout this investigation.

5. Whether the company promptly corrected the violations and remedied the impacts.

All Star Transfer has not corrected any of the violations cited in this report, including many that were the subject of past technical assistance.

6. The number of violations and the number of customers affected.

In this investigation, there were 254 documented violations, affecting all 57 customer moves reviewed.

7. The likelihood of recurrence.

The likelihood that these violations will recur is significant. Despite receiving technical assistance as a result of consumer complaint in 2012, and attending the commission's household goods training in 2013, staff alleges that the company continues to willfully violate commission laws and rules.

8. The company's past performance regarding compliance, violations and penalties.

All Star Transfer has a history of non-compliance with commission rules and tariff; however, it has not had a prior compliance investigation into its business practices.

On May 22, 2013, All Star Transfer filed its 2012 annual report and paid its 2013 regulatory fee. That date was 15 business days from May 1, when penalties began to accrue, resulting in a potential penalty assessment of \$1,500. All Star Transfer's filings were also delinquent in 2012, which increases the penalty by \$25 per day for each past delinquency. The Commission, therefore, exercised its discretion to mitigate the penalty to \$50 per day, resulting in a total penalty of \$750. All Star Transfer paid the proposed penalty in full.

On May 19, 2012, All Star Transfer filed its 2011 annual report, which was 14 business days past the deadline of May 1. The penalty was mitigated from \$100 per

day to \$25 per day for a total of \$350. All Star Company paid the proposed penalty in full.

As documented in this report, All Star Transfer received substantial technical assistance as the result of a consumer complaint within the last two years.

9. The company's existing compliance program.

The company presented no evidence of a compliance program.

10. The size of the company.

All Star Transfer reported gross intrastate operating revenue of \$198,574 in 2011; \$333,761.36 in 2012; and \$346,725.99 in 2013.

Recommendation

- 1.** Staff recommends the commission issue a formal complaint against All Star Transfer and assess a total penalty of \$1,700 for the following violations:
 - \$100 for each category of violations of WAC 480-15-630 and Tariff 15-C, Item 85, failure to properly complete written estimates, for a total penalty of \$700.
 - \$100 for each category of violations of WAC 480-15-710 and Tariff 15-C, Item 95, failure to properly complete bills of lading, for a total penalty of \$400.
 - \$100 for the category of violations of WAC 480-15-390(1), failing to operate under the exact trade name shown on permit, for a total penalty of \$100.
 - \$100 for each category of violations of WAC 480-15-490(3), charging in excess of commission-allowed percentages, failure to record interruption times, failure to correctly calculate charges, and failure to document assessed charges, for a total penalty of \$500.

- 2.** Additionally, staff recommends a total refund of \$2,378.32 to affected customers for the following violations:²⁷
 - A refund of \$434.50 for excess charges to customers for incorrectly calculating charges in violation of WAC 480-15-490(3)).
 - A refund of \$836.32 for excess charges to customers issued non-binding estimates in violation of WAC 480-15-490(3) and Tariff 15-C, Item 80(3).
 - A refund of \$1,107.50 for excess charges to customers for break or interruption hours they were charged for in violation of Tariff 15-C, Item 230(2).

²⁷ See Attachment K for Refund Matrix of affected customers.

ATTACHMENT A



STATE OF WASHINGTON

UTILITIES AND TRANSPORTATION COMMISSION

1300 S. Evergreen Park Dr. S.W., P.O. Box 47250 • Olympia, Washington 98504-7250
(360) 664-1160 • TTY (360) 586-8203

July 18, 2013

All Star Transfer, Laron Williams Inc.
Attn: Laron Williams
2411 Hwy 99, Suite 303
Edmonds, WA 98026

RE: Data Request

Dear Mr. Williams:

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

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

1. For every residential move performed within the state of Washington from April 1, 2013, through June 30, 2013, please provide 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 documents related to temporary storage of the goods. Please note that the commission requires original documents. Photocopies will not be accepted.
2. A copy of the company's customer complaint and claims register, listing all complaints and claims received from April 1, 2013, through June 30, 2013, and including all documents related to each complaint and claim.

All Star Transfer, Laron Williams Inc.
Page 2

You are required to furnish the above requested documents to commission staff by no later than 5:00 p.m. on August 1, 2013. Please attach a copy of this letter to the documents for reference.

If you have any questions you may contact Lynda Holloway, Compliance Investigator. Ms. Holloway can be reached at (360) 664-1129 or by email at lholloway@utc.wa.gov.

Sincerely,

A handwritten signature in cursive script that reads "S. Wallace for".

Steven V. King
Acting Executive Director and Secretary

ATTACHMENT B

Activity Log

Complaint ID: 115952
Customer Name: David Kennedy

Agency Rep: Hoyt, Sheri (UTC) **Time of Activity:** 12/07/2012 10:51 AM
Type of Activity: Email **Paper Record:**
Other Party: Joe Smith, Laron Williams **Initiated by:** Agency Rep

Body:
-SEE ATTACHMENT-

((OPEN ACTIVITY TO DISPLAY RICH TEXT))

Good morning Laron and Joe.

I've reviewed the JPG files of the claim documents and all documents provided for this customer's move. My records indicate I'm still waiting for a response from All Star Transfer, Laron Williams Inc. (All Star Transfer) for the following questions:

§ The Table of Measurements is dated October 8. Was that the date the customer provided you with the completed inventory? Was the Table of Measurements completed with a visual inspection of the goods or was it completed using the customer-submitted inventory? Your response is due 12/11, 5pm.

For the claim documents, it appears that JPG file 3, an email dated November 9, 9:53 a.m. from Cecile to the customer provided directions on filing a claim for lost or damaged items. JPG files 4 and 5 are part of a damage claim form but are not dated for when they were submitted and do not appear to include all pages of the form because there's no indication of what items were damaged or missing.

§ On what date did All Star Transfer receive the customer's completed damage claim form? Have you provided the entire form to the commission? If not, please do so.

JPG file 2 is an Email dated November 20, 8:20 a.m., from Cecile to the customer acknowledging the customer's claim and that it could take the company up to 120 days to process the claim. The email appears to be the written response from the company to the customer acknowledging receipt of the claim as required by WAC 480-15-810. The response does not fulfill the requirements of the rule. The company must advise the customer of the availability of the commission for further review by providing the commission's toll-free number and mailing address. I have recorded one violation of WAC 480-15-810(1).

In your November 26 response to this complaint, you indicated that additional valuation coverage was offered [to the customer] and a special sheet is sent out with every move explaining the additional options should the shipper agree to purchase additional coverage. I asked that you provide all documents relating to this customer's move. You did not provide a sheet listing the valuation options, the options are not provided on the estimate form as required by Tariff 15-C, Item 85, m., and the options are incomplete, at best, on the bill of lading.

In addition, on the bill of lading, there is a hand-written "x" placed next to the basic value protection option and a "SIGN HERE" stamp, indicating to the customer where he should initial; just as it was indicated with a hand-written "x" and a "SIGN HERE" stamp, that the customer should initial that the shipment was moving under a non-binding estimate (although the estimate did not include a similar statement that it was non-binding). Further, I believe All Star Transfer provided the customer mis-information in the document titled, "CONFIRMATION NOTICE!!!!" On the second page, second paragraph from the bottom,

it states, "All household goods are automatically covered at the federal regulated 60 cents/lb." Replacement cost coverage with deductible is the default level for intrastate household goods moves if the customer fails to select a level of valuation protection.

§ What is All Star Transfer willing to do to satisfy this customer's damage claim?

I have recorded the violations noted below. The commission holds quarterly household goods carrier training classes. I strongly urge you to contact Mat Perkinson of the commission's Compliance Investigations section at 360-664-1105 to get registered for the next training class on Wednesday, February 13 if you have not already registered to attend. In addition, this communication should also be considered technical assistance provided to All Star Transfer regarding the rules and tariff.

- One violation of WAC 480-15-620(1) - The company failed to provide the customer with a copy of the publication, "Your Guide to Moving in Washington State" at the time the company provided the customer a written estimate.
- One violation of Tariff 15-C, Item 85, 2. a. - The estimate form does not include the company's email address (customerservice@allstartransfer.com).
- One violation of Tariff 15-C, Item 85 2. b. - The estimate form does not include whether the estimate is binding or non-binding.
- One violation of Tariff 15-C, Item 85, 2. c. - The estimate form does not include a space for the customer to initial or sign to acknowledge receipt of the brochure, "Your Guide to Moving in Washington State."
- One violation of Tariff 15-C, Item 85, 2. m. - The estimate form does not include the customer's options for loss or damage protection coverage (valuation) and the associated costs for each option.
- Four violations of Tariff 15-C, Item 85, 2. q. - The estimate form does not include the required language for nonbinding estimates found in i., ii., iii. and iv.
- One violation of Tariff 15-C, Item 85, 2. r. - The estimate form does not include the forms of payment the carrier will accept.
- One violation of WAC 480-15-630(8) / Tariff 15-C, Item 85, 2. s. – The estimate form was not signed and dated by both the carrier's representative and the customer.
- One violation of Tariff 15-C, Item 250, 7. a. - The estimate form states the company has a two hour minimum on all jobs. The two hour minimum statement is repeated on a form titled, "Confirmation Notice!!!!!" The tariff requires a one hour minimum Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. and a four hour minimum on Saturdays, Sundays, State holidays and before 8:00 a.m. and after 5:00 p.m.
- One violation of 480-15-390(1) - A carrier must conduct operations under the exact name shown on its household goods permit. Your permitted company name is All Star Transfer, Laron Williams Inc. and the registered trade names are Allstar Moving & Storage, Allstar Movers, Careful Movers and All Star Moving & Storage. The estimate form indicates the company's name is Allstar Transfer & Storage, Inc.; the bill of lading form indicates the company's name is All Star Transfer; and a sales receipt issued to the customer indicates the company's name is Northwest Cartage, Inc. dba All Star Transfer.

Please note, in a letter dated March 15, 2010, you were previously provided technical assistance regarding this matter by Dave Danner, Executive Secretary. I have attached a copy of the letter for your review.

- One violation of WAC 480-15-630(6)(b) - The customer-completed hard-copy calculation sheet does not include the customer's signature or the date it was completed.

- Four violations of Tariff 15-C, Item 225

1) The form titled, "Confirmation Notice!!!!!" offers services and containers at rates that are not in compliance with Tariff 15-C.

2) Under "Tips for Making Your Move Easier," item eight "(8)" indicates the company provides picture cartons for "pictures/glass" at the rate of \$21 per carton. The tariff allows a minimum of \$8.04 and a maximum of \$16.75 for a mirror carton. If the company is referring to a crate or container, which can be used for mirrors or glass, the rate is a minimum of \$1.85 and a maximum of \$3.88 per cubic foot, with a minimum charge of \$6.35 and a maximum charge of \$13.24.

3) Under "Additional Services" wardrobe rentals are offered at a rate of \$5 each. The tariff allows a minimum charge of \$7.91 and a maximum charge of \$16.46; the tariff does not allow renting of containers.

4) Also under "Additional Services," shrink wrap is offered at a per piece rate starting at \$10 for "small dressers/wooden pieces" up to \$35 for a "large sofa or armoire." The tariff does not allow a household goods carrier to charge for packing supplies such as tape, shrink wrap or bubble wrap.

5) On the estimate form, under "Materials Needed," dish pack containers are priced at \$10 each. The tariff allows a minimum charge of \$10.05 and a maximum charge of \$20.93.

- Four violations of Tariff 15-C, Item 95, 1.a. - The Bill of Lading does not include the company's permit number (HG-11846), website (www.allstartransfer.com), fax number (425-774-0984) or email address (customerservice@allstartransfer.com).

- One violation of Tariff 15-C, Item 95, 1. g. - The Bill of Lading lacks language required in subparagraphs i., ii. and iii. regarding storage. The form indicates that storage in transit is a period of less than 180 days and that permanent storage is storage for more than 180 days. In addition, the form states, "This shipment is to be placed in storage (in transit for an unknown period of time). I understand that on the 180th day of storage the shipment becomes permanent storage." Storage in transit is storage for 90 days or less and permanent storage is storage for more than 90 days.

- Two violations of Tariff 15-C, Item 95, 1. m - The tariff requires household goods carriers to include the time the vehicle leaves the carrier's terminal and the time it returns to the terminal, or when the carrier was released to go to another customer, and the start, stop, and any interruption time for each employee involved in the move. The Bill of Lading has only a start time, stop time and total hours for each worker to record their time. In addition, the bill of lading indicates three laborers were used for the move yet only one employee's hours were recorded.

In addition, while not a violation of Tariff 15-C or WAC 480-15, the bill of lading indicates All Star Transfer employees worked an eight hour shift without a meal period or breaks. For your information, I have included a link to the requirements for breaks and meal periods on Labor & Industries' website, <http://www.lni.wa.gov/WorkplaceRights/Wages/HoursBreaks/Breaks>

- One violation of Tariff 15-C, Item 95,1. k. - The Bill of Lading is lacking required language for valuation options.
- Two violations of Tariff 15-C, Item 95, 1. h. - The tariff requires the bill of lading include a separate section that indicates whether the associated estimate is binding or non-binding. The company's form offers a third option which states, "I did not request a written estimate on this shipment and understand I will be requires to pay charges shown on this contract."
- Two violations of Tariff 15-C, Item 95, 2. - The bill of lading does not include all information that must be included on the back of the form. The information must be exactly as stated in the tariff. The company's form is missing required language and includes language not in the tariff.
- One violation of Tariff 15-C, Item 90, 9. - The tariff indicates the customer may choose from three valuation options to determine the liability the carrier must assume for loss or damage. The bill of lading provided to the customer by the company does not include all required language for each of the three valuation options.
- One violation of Tariff 15-C, Item 95, 1. j. - The customer was charged more than 125 percent of the estimated cost of the move. The estimate indicated the total price was \$793.50. The most the customer should have been asked to pay was \$991.87. The customer paid \$1,160; \$168.13 more than allowed by the tariff. All Star Transfer must refund the customer \$168.13. Please let me know when the refund has been sent to him.

One violation of WAC 480-15-810(1) - When All Star Transfer notified the customer in writing that it received his damage claim, it failed to inform the customer of the availability of the commission for further review by providing the commission's toll-free number and mailing address.

VIOLATION: The company's response to my December 4 request for additional information was due December 11 by 5:00 p.m. I did not receive the response until December 13. One violation is recorded.

FIVE VIOLATIONS: All Star Transfer failed to respond timely to a December 13 request for additional information. The response was due December 20. I received the response on December 28. The company was notified daily violations will be recorded until such time as I have received the response. Violations are recorded for December 20, December 21, December 24, December 26 and December 27.

Please respond by 5pm on December 14, with information as to what All Star Transfer intends to do to come in to compliance with its forms. Please let me know if you have any questions, concerns or would like to discuss any of the violations or technical assistance provided here.

Thank you,
Sheri

Activity Log

Complaint ID: 115952
Customer Name: David Kennedy

Agency Rep: Hoyt, Sheri (UTC) **Time of Activity:** 12/11/2012 02:16 PM
Type of Activity: Email **Paper Record:**
Other Party: laron williams **Initiated by:** Other Party

Body:

Wow Sheri, I just wanted you to know that I received your email and have been going over some of our procedures and forms. I must preface this with explaining that I have not been managing "hands on" daily operations for a couple of years now since I moved over to kitsap county and some Of our procedures were changed that I should have gone over more closely.

I hired Joe to manage most of daily local operations and he comes from an interstate background more so than intrastate. We acquired some moverworx software to streamline our forms and make disclosure of regulated information easier to get to our clients electronically but many of the templates are geared for interstate operations and need to be updated. We are all working feverishly on getting the proper wording in those templates and getting our propaganda and forms separated so that they are easier for the staff to differentiate between the two industries and I apologize for our errors.

I have always been a hard copy/stamp it and send it guy and when this technology came I allowed it to happen without proof reading every form assuming they were copied from the tariff. We will take advantage of the training class for staff members and get our system where it needs to be. Just wanted to let you know that we recognize the issues and are working on them. We have been through many audits and always been in compliance on all of the major issues so its just a matter of transferring it all to our new software. Thanks for bringing it to our attention.

Laron Williams
425-508-0862

Wave Files/Attachments:

ATTACHMENT C



Allstar Transfer & Storage, Inc.
 24111 Hwy 99 suite #303
 Edmonds, WA 98026
www.allstartransfer.com
 Ph: 800.996.6838
 Fax: 425.774.0984
Cecile
 Ph: 425-774-8128
 3/27/2013
 Reference #: **1103635**

**NON - BINDING
ESTIMATE**

Dear Chloe Neely,

| | |
|--------------------------|---|
| Order for Service | A document authorizing a mover to transport an individual shippers household goods. |
|--------------------------|---|

| | |
|--------------------|---|
| Origin | [REDACTED] Seattle, WASHINGTON 98144 330Cf - 2310Lbs |
| Destination | [REDACTED] Seattle, WASHINGTON 98122 |

| | | |
|--------------------|-------------------------|-------------------|
| Reference # | Customer: | Move Date: |
| 1103635 | Chloe Neely, [REDACTED] | 4/5/2013 |

Quote
 Based on the information you provided, cost is as follows:
 Rate: 2 Wrkr(s) @ 3 hrs x \$95.00 ea = \$285.00
Miscellaneous Items:
 * Estimate based on information provided online =
 * Specific details required to include packing info/access/ =
 * Thank you Chloe..give me a call to get on the schedule ... =

Total Price: **\$285.00**
BALANCE DUE: **\$285.00**

"Materials Needed"

THE SHIPPER(OR HIS/HER REPRESENTATIVE) BY SIGNATURE HEREBY ORDER. THE SERVICES OUTLINED HEREIN TO BE PERFORMED ON HIS/HER BEHALF; AND FURTHER ACKNOWLEDGES THAT ALL ARRANGEMENTS REGARDING CONTACT WHILE EN ROUTE AND/OR AT DESTINATION, METHOD OF PAYMENT, AND NOTIFICATION OF CHARGES ARE AS DESIGNED BY HIM/HER. I ACKNOWLEDGE THAT I HAVE RECEIVED **A COPY/LINK OF THE "RIGHTS AND RESPONSIBILITIES" BOOKLET FROM MY MOVER, in'tl here** _____

I am ordering your moving services.
 Sign _____ Date _____
 Please fax (425-774-0984) or email back. (A computer generated signature is acceptable)

about:blank

3/27/2013

ATTACHMENT D



*Going 40
20/18
Bridal
BOXES
452*

**ESTIMATED COSTS FOR SERVICES
Non-Binding**

Dear Michael Kadoke,

| | |
|--------------------|--|
| Origin | Port Townsend, WASHINGTON 98368 763.42Cf - 5344Lbs |
| Destination | Port Ludlow, WASHINGTON 98365 |

| | | |
|--------------------|----------------------------|-------------------|
| Reference # | Customer: | Move Date: |
| 1103863 | Michael Kadoke. [REDACTED] | 4/24/2013 |

Quote
Based on the information you provided, cost is as follows:
Rate: 3 Wrkr(s) @ 8 hrs x \$145.00 ea = \$1,160.00
Miscellaneous Items:
* 3men 1trk @\$145hr.../ w/ \$50 dump fee for washer dryer ... = \$50.00
* Block truck for 8hrs+....Drv time from Kingston =
* Possible shrink Wrap China Cab

Total Price: **\$1,210.00**

BALANCE DUE: **\$1,210.00**

Payment is collected on delivery. We accept Washington State personal checks, major credit cards with 3% service charge, or cash.



*Daytime
FROM
Kingston*

Please Initial: *PK* I understand the above payment methods.

ESTIMATE: It is important to understand that a non-binding estimate covers only the articles listed. If it is not-binding, the cost of the move may exceed the estimate. If you request additional services to complete the move or add articles to the inventory, the household goods mover must prepare a supplemental estimate which will change the amount of the original estimate. Household goods carriers are required by law to collect transportation and other incidental charges. A household goods carrier may not charge more than twenty-five percent above its written non-binding estimate unless the household

about:blank

4/22/2013

ATTACHMENT E



**ESTIMATED COSTS FOR SERVICES
Non-Binding**

Dear Kathleen Rice,

Estimated Time of Arrival 8:30 AM - 9:30 AM

| | |
|--------------------|--|
| Origin | [REDACTED] Poulsbo, WASHINGTON 98370 800.42Cf - 5603Lbs |
| Destination | Edmonds, WASHINGTON 98026 |

| | | |
|--------------------|---------------------------|-------------------|
| Reference # | Customer: | Move Date: |
| 1105966 | Kathleen Rice, [REDACTED] | 6/27/2013 |

Quote

Based on the information you provided, cost is as follows:

Rate: 3 Wrkr(s) @ 8 hrs x \$145.00 ea = \$1,160.00

Materials: = \$14.00

Miscellaneous Items:

* RT Ferry/Redeliver TBA = \$140.00

* Storage/ 10x15 @\$149 per month.Drv will designate storage

size per load =

* 8+hour block =

Total Price: \$1,314.00

BALANCE DUE: \$1,314.00

Materials Needed-(1) Lg Mirror \$14.00ea

Payment is collected on delivery. We accept Washington State personal checks, major credit cards with 3% service charge, or cash.



Please Initial I understand the above payment methods.

ESTIMATE:It is important to understand that a non-binding estimate covers only the articles listed. If it is not-binding, the cost of the move may exceed the estimate. If you request additional services to complete the move or add articles to the inventory, the household goods mover must

prepare a supplemental estimate which will change the amount of the original estimate. Household goods carriers are required by law to collect transportation and other incidental charges. A household goods carrier may not charge more than twenty-five percent above its written non-binding estimate unless the household goods carrier preparers and you sign a supplemental estimate. All estimates include reasonable drive time to and from the the job.

If the charges showing on the bill of lading exceed the charges on the estimate, the carrier must release the shipment upon payment of no more than 110% of the estimated charge and will extend credit for at least 30 days at which time the remainder is due. In no case will I be required to pay more than 125% of the estimate, plus any supplemental. (The 125% does not include any finance-related charges the carrier may assess form extending credit, such as interest or late payment fees.)

Please Initial This is a non-binding estimate for above shipment.

LOSS AND DAMAGE PROTECTION (Valuation):

OPTION 1— Basic Value Protection is the minimum level of liability a mover may assume when moving your goods. The mover’s liability is 60 cents per pound per item. If a two-pound vase were broken, the company would pay you \$1.20 (2 lb x \$.60 per lb). There is no charge for this coverage.

OPTION 2— Replacement Cost Coverage with Deductible provides full coverage, less a \$300 deductible. The mover’s maximum liability is your declared value of the belongings, or \$5 times the weight of the shipment, whichever is greater (less the \$300 deductible). The movers will repair the damage to your satisfaction (less the \$300 deductible), reimburse the customer, or replace the damaged goods for any amount above the \$300 deductible. The \$300 deductible applies to the entire shipment rather than each individual article. The mover may charge a minimum of 55 cents and a maximum of \$1.15 per \$100 of declared value. Declared value may not be less than \$5 per pound of the total shipment weight.

OPTION 3— Replacement Cost Coverage with No Deductible provides full value replacement coverage for your belongings. The mover’s maximum liability is your declared value, or \$5 times the weight of the shipment, whichever is greater. The moves will repair damage to your satisfaction, reimburse you for the replacement cost, or replace lost or damaged articles. The mover may charge a minimum of \$0.66 and a maximum of \$1.40 per \$100 of your declared value. Declared value may not be less than \$5 per pound of the total shipment weight. If you do not select an option, Option 2 will be applied and charged to you.

Loss and Damage Exceptions Coins, currency, deeds, notes, postage stamps, letters, drafts or valuable papers of any kind, Jewelry, precious stones or precious metals, mechanical condition of electronics, Items previously damaged, Items of extraordinary value, Items requiring temperature control, Household pets, Live plants, Perishable items, Furniture or other items made of press board, particle board, or similar press material.

Movers will not accept the Following Items for Shipment Explosives, Dangerous goods, Property liable to damage the mover’s equipment or other property.

All claims for loss or damage must be filed in writing with the mover. Contact the claim department 425 318-1260 for a claim form. Claims must be filed within nine months from the date of delivery. If your shipment is lost, the claim must be filed within nine months of the date upon which delivery should have been made. Please report loss or damage as soon as you discover it. File your claims as soon as possible while memories are fresh.

Please Initial I have read and understood above Valuation options.

ATTACHMENT F



1-800-99-MOVE-U

★ ALL STAR MOVERS

Save on Local and Long Distance Moving

www.allstartransfer.com

W.U.T.C. HG No. 11846
US DOT #533989
MC#266394

**ESTIMATED COSTS FOR SERVICES
Non-Binding**

Dear Darcy Gameau,

| | |
|--------------------|---|
| Origin | ██████████, Renton, WASHINGTON 98057 600.5Cf - 4203.5Lbs |
| Destination | ██████████ Port Ludlow, WASHINGTON 98365 |

| Reference # | Customer: | Move Date: |
|-------------|--------------------------|------------|
| 1105225 | Darcy Gameau, ██████████ | 6/24/2013 |

Quote

Based on the information you provided, cost is as follows:

Weight (lbs): 4203.5 Lbs x \$0.2500 ea = \$1,050.88

Miscellaneous Items:

* 1/way Ferry Fare *From Kingman Beach* = \$80.00

* .25 cents per lb over 4203lbs./expedited @ 4000lbs =

Total Price: **\$1,130.88**

BALANCE DUE: **\$1,130.88**

Materials Needed-

Payment is collected on delivery. We accept Washington State personal checks, major credit cards with 3% service charge, or cash.




Please Initial: I understand the above payment methods.

ESTIMATE: It is important to understand that a non-binding estimate covers only the articles listed. If it is not-binding, the cost of the move may exceed the estimate. If you request additional services to complete the move or add articles to the inventory, the household goods mover must prepare a supplemental estimate which will change the amount of the original estimate. Household goods carriers are required by law to collect transportation and other incidental charges. A

household goods carrier may not charge more than twenty-five percent above its written non-binding estimate unless the household goods carrier preparers and you sign a supplemental estimate.

If the charges showing on the bill of lading exceed the charges on the estimate, the carrier must release the shipment upon payment of no more than 110% of the estimated charge and will extend credit for at least 30 days at which time the remainder is due. In no case will I be required to pay more than 125% of the estimate, plus any supplemental. (The 125% does not include any finance-related charges the carrier may assess form extending credit, such as interest or late payment fees.)

Please Initial:  This is a non-binding estimate for above shipment.

LOSS AND DAMAGE PROTECTION (Valuation):

OPTION 1— Basic Value Protection is the minimum level of liability a mover may assume when moving your goods. The mover's liability is 60 cents per pound per item. If a two-pound vase were broken, the company would pay you \$1.20 (2 lb x \$.60 per lb). There is no charge for this coverage.


OPTION 2— Replacement Cost Coverage with Deductible provides full coverage, less a \$300 deductible. The mover's maximum liability is your declared value of the belongings, or \$5 times the weight of the shipment, whichever is greater (less the \$300 deductible). The movers will repair the damage to your satisfaction (less the \$300 deductible), reimburse the customer, or replace the damaged goods for any amount above the \$300 deductible. The \$300 deductible applies to the entire shipment rather than each individual article. The mover may charge a minimum of 55 cents and a maximum of \$1.15 per \$100 of declared value. Declared value may not be less than \$5 per pound of the total shipment weight.

OPTION 3— Replacement Cost Coverage with No Deductible provides full value replacement coverage for your belongings. The mover's maximum liability is your declared value, or \$5 times the weight of the shipment, whichever is greater. The moves will repair damage to your satisfaction, reimburse you for the replacement cost, or replace lost or damaged articles. The mover may charge a minimum of \$0.66 and a maximum of \$1.40 per \$100 of your declared value. Declared value may not be less than \$5 per pound of the total shipment weight. If you do not select an option, Option 2 will be applied and charged to you.

Loss and Damage Exceptions Coins, currency, deeds, notes, postage stamps, letters, drafts or valuable papers of any kind, Jewelry, precious stones or precious metals, mechanical condition of electronics, Items previously damaged, Items of extraordinary value, Items requiring temperature control, Household pets, Live plants, Perishable items, Furniture or other items made of press board, particle board, or similar press material.

Movers will not accept the Following Items for Shipment Explosives, Dangerous goods, Property liable to damage the mover's equipment or other property.

All claims for loss or damage must be filed in writing with the mover. Contact the claim department 425 318-1260 for a claim form. Claims must be filed within nine months from the date of delivery. If your shipment is lost, the claim must be filed within nine months of the date upon which delivery should have been made. Please report loss or damage as soon as you discover it. File your claims as soon as possible while memories are fresh.

Please Initial:  I have read and understood above Valuation options.

CUSTOMER GUIDE TO MOVING:

<http://professionalmovers.com/residential-and-household-moving/long-distance-rights-and->

[reponsibilities/](#)

<http://www.utc.wa.gov/consumers/Documents/2009-8-HouseholdGoods-ConsumerGuide-PrinterFriendly.pdf>

Please Initial: I received an e-mailed link to the above brochures.

Thank you again for choosing All Star Transfer. Please fax, send US mail, or email back a signed copy and one of our sales associates will confirm your moving date.

Cecile

24111 Hwy 99 suite #303

Edmonds WA 98026

cecile@allstartransfer.com

Phone 425-774-8128

Fax 425.774.0984

Carrier Representatives Signature

5/29/2013

Customer Signature  5/29/2013

(A computer-generated signature is acceptable)

| Qt | Item Name | Volume | Ori | Des | Qt | Item Name | Volume | Ori | Des |
|---|---------------------------|------------|-----|-----|----|-------------------|-----------|-----|-----|
| 1 | Dehumidifier | (10 Cuft) | OR | DS | 1 | Bed, Queen | (65 Cuft) | OR | DS |
| 1 | Box, large | (4.5 Cuft) | OR | DS | 1 | Box, Wardrobe Lrg | (15 Cuft) | OR | DS |
| 1 | Dresser, Single | (30 Cuft) | OR | DS | 1 | Lamp, floor | (5 Cuft) | OR | DS |
| 4 | Dining Chair | (20 Cuft) | OR | DS | 1 | Dining Table | (30 Cuft) | OR | DS |
| 3 | Box, Dish-Pack | (18 Cuft) | OR | DS | 5 | Box, Large | (25 Cuft) | OR | DS |
| 5 | Box, Medium | (15 Cuft) | OR | DS | 2 | Bookcase | (40 Cuft) | OR | DS |
| 5 | Box, Large | (25 Cuft) | OR | DS | 4 | Box, Medium | (12 Cuft) | OR | DS |
| 4 | Box, Small | (8 Cuft) | OR | DS | 1 | Chair, Arm | (10 Cuft) | OR | DS |
| 1 | Flat Screen (20-30") | (5 Cuft) | OR | DS | 1 | Lamp, Floor | (3 Cuft) | OR | DS |
| 1 | Sofa, 4 Cushion Hide-Away | (60 Cuft) | OR | DS | 1 | Tables, Coffee | (5 Cuft) | OR | DS |
| 4 | Box, Book | (6 Cuft) | OR | DS | 4 | Box, Larg | | | |
| 4 | Box, Medium | (18 Cuft) | OR | DS | 1 | Clothes B | | | |
| 1 | Filing Cabinet 4 door | (20 Cuft) | OR | DS | 1 | Plant, lar | | | |
| 1 | Plant, small | (5 Cuft) | OR | DS | 4 | Suitcase | | | |
| 1 | Vacuum Cleaner | (5 Cuft) | OR | DS | 1 | Wastepa | | | |
| 2 | Box, large | (9 Cuft) | OR | DS | 4 | Box, me | | | |
| 1 | Chair | (5 Cuft) | OR | DS | 1 | Chair Ma | | | |
| 2 | Computer | (14 Cuft) | OR | DS | 2 | Compute | | | |
| 1 | Paper Shredder | (5 Cuft) | OR | DS | 1 | Printer/F | | | |
| 2 | Chairs, Metal | (6 Cuft) | OR | DS | 1 | Table, S | | | |
| 600.5 Total Cubic Feet, 83 Items | | | | | | | | | |

Probably Low

ATTACHMENT G

All Star Transfer, Laron Williams, Inc. - HG11846
 24111 Highway 99, Suite 303, Edmonds, Washington 98026
 (425) 774-8128 • (206) 232-5803 • Fax (425) 774-0984
 www.allstartransfer.com • Email: Customerservice@allstartransfer.com

No 1071

Uniform Household Goods Bill of Lading

Customer: This bill of lading establishes a contract between you and the household goods carrier. It confirms instructions and authorizes the carrier to move, pack, store, and/or perform services shown. Before you sign this document it is important that you first read the documents, including the back, and that you ask for an explanation of anything that is not clear or is different from any previous information received from the carrier or carrier's representatives. This contract is subject to conditions on the back of this form.

| | |
|--|--|
| Origin Address <u>[Redacted]</u> | Destination Address <u>[Redacted]</u> |
| Customer <u>Tompson, Darrin</u> | <u>Kirkland WA 98033</u> |
| Phone <u>[Redacted]</u> Cell <u>[Redacted]</u> | Name of Consignee (if different) _____ |
| Email _____ | Phone _____ |
| Address of Additional Stops _____ | Other _____ |
| Billing Address _____ | |

| TRANSPORTATION CHARGE - <u>Bill Chris Rodney 12+3.25+</u> | | | | | | | | | | | |
|---|------|-----------|-------|--------|--------|--------|-------|------------|--------|---------|--|
| HOURLY RATED MOVES: | | | | | | | | | | | |
| Date | Vans | Personnel | Start | Arrive | Breaks | Depart | End | Total Hrs. | Rate | Charges | |
| 5/28 | 1 | 3 | 8:45 | 9:45 | 1:00 | 11:15 | 12:00 | 14.25 | 170.00 | 2422.5 | |
| | 1 | 3 | 8:45 | 9:45 | 1hr | 11:15 | 12:00 | | | | |

STORAGE - If shipment will be placed into storage, the customer must initial options selected.

Storage in Transit:
 _____ Shipment is to be placed in storage for a period of 90 days or less. I understand that on the 91st day of storage the shipment becomes permanent storage.

Permanent Storage:
 _____ The storage location will be at _____
 _____ Shipment is to be placed in storage for more than 90 days.

Storage in-Vehicle:
 _____ I certify that I have requested Storage-in-Vehicle for a period of _____ days at an agreed upon rate of \$ _____ per day.

Signature of Customer _____

| | | | |
|-----------------------|------|------|-------|
| | Unit | Rate | Total |
| Storage In Transit | lbs | Net | Cwt |
| Whse Handling | lbs | Cwt | Cwt |
| Add'l Valuation \$ | at | Cwt | Cwt |
| Total storage charges | | \$ | |

TRANSPORTATION CHARGES - MILEAGE RATED MOVES:

Mileage Bill (425)

Gross weight (lbs) 951-9124

Tare Weight _____

Rate For table files

Other _____

Total Charges _____

PACKING Materials, Additional Services, Describe:

| | | | |
|------------|-------|----------|----------------|
| # of Units | _____ | at _____ | per unit _____ |
| _____ | _____ | at _____ | per unit _____ |
| _____ | _____ | at _____ | per unit _____ |
| _____ | _____ | at _____ | per unit _____ |
| _____ | _____ | at _____ | per unit _____ |

OTHER CHARGES:

| | | |
|-------|----------|----------------|
| _____ | at _____ | per unit _____ |
| _____ | at _____ | per unit _____ |
| _____ | at _____ | per unit _____ |
| _____ | at _____ | per unit _____ |
| _____ | at _____ | per unit _____ |

Total Other Charges _____

LOSS AND DAMAGE PROTECTION (Valuation): The customer must select and initial only one coupon.

Basic Value Protection I release this shipment to a value of 80 cents per pound per article, at no cost to me. This means I will be paid 60 cents per pound for the net weight of the lost or damaged item, regardless of the actual value of the item.

Replacement Cost Coverage with \$300 Deductible, which includes a \$300 deductible paid by me. This option will cost \$ _____. The value I declare must be at least \$5.00 times the net weight of the shipment.

Replacement Cost Coverage with no Deductible, at a cost of \$ _____. The value I declare must be at least \$5.00 times the net weight of the shipments.

I declare a total lump sum value for this shipment at \$ _____

Total Valuation Charges \$ _____

MOVING, PACKING, MATERIALS, STORAGE CHARGES:

| | |
|------------------------|----------------|
| Transportation Charges | <u>2378.3</u> |
| Storage | <u>1600.50</u> |
| Valuation | <u>404.4</u> |
| Packing Materials | <u>822.50</u> |
| Total Moving Charges | <u>2422.50</u> |
| Total Amount Paid | <u>2422.50</u> |
| Balance Due | _____ |

ESTIMATES: Customer must initial one option.

I understand this shipment is moving under a binding estimate and that I will be required to pay the amount shown on the estimate.

I understand this shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on the nonbinding estimate given me by the carrier, the carrier must release the shipment to me upon payment of no more than 110% of the estimated charges and will extend credit for at least 30 days in which I must pay the remainder due. In no case will I be required to pay more than 125% of the estimate, plus any supplement. (The 125% does not include any finance-related charges the carrier may assess for extending credit, such as interest or late payment fees.)

Customer Release: I have read and understand this contract, and release my household goods to the carrier subject to the terms and conditions of this contract.

Signature of Customer [Signature] Date 5/28/13

Signature of Carrier Representative [Signature] Date 5/28/13

Customer acknowledges carrier delivered goods:

Signature of Customer [Signature] Date 5/28/13

X



ESTIMATED COSTS FOR SERVICES
Non-Binding

Dear Tom/Stacy Douthitt,

| | |
|-------------|--|
| Origin | [REDACTED], Redmond, WASHINGTON 98074 1973Cf - 13811Lbs |
| Destination | [REDACTED], Kirkland, WASHINGTON |

| Reference # | Customer: | Move Date: |
|-------------|--------------------------------|------------|
| 1104811 | Tom/Stacy Douthitt, [REDACTED] | 5/28/2013 |

Quote
Based on the information you provided, cost is as follows:
Rate: 3 Wkr(s) @ 18 hrs x \$170.00 ea = \$3,060.00
Miscellaneous Items:
* Job will be considerably less if we can do 1 day delivery =
* Customer will pack all boxes and be prepared.. =
* \$75 per day layover estimated 1 day = \$75.00

Total Price: \$3,135.00

BALANCE DUE: \$3,135.00

Materials Needed-(1) None \$0.00ea
Payment is collected on delivery. We accept Washington State personal checks, major credit cards with 3% service charge, or cash.



Please Initial: I understand the above payment methods.

ESTIMATE: It is important to understand that a non-binding estimate covers only the articles listed. If it is not-binding, the cost of the move may exceed the estimate. If you request additional services to complete the move or add articles to the inventory, the household goods mover must prepare a supplemental estimate which will change the amount of the original estimate. Household goods carriers are required by law to collect transportation and other incidental charges. A household goods carrier may not charge more than twenty-five percent above its written non-binding estimate unless the household goods carrier prepares and you sign a supplemental estimate.
If the charges showing on the bill of lading exceed the charges on the estimate, the carrier must release the shipment upon payment of no more than 110% of the estimated charge and will extend credit for at least 30 days at which time the remainder is due. In no case will I be required to pay more than 125% of the estimate, plus any supplemental. (The 125% does not include any finance-related charges the carrier may assess from extending credit, such as interest or late payment fees.)

Please Initial: This is a non-binding estimate for above shipment.

LOSS AND DAMAGE PROTECTION (Valuation):
OPTION 1— Basic Value Protection is the minimum level of liability a mover may assume when moving your goods. The mover's liability is 60 cents per pound per item. If a two-pound vase were broken, the company would pay you \$1.20 (2 lb x \$.60 per lb). There is no charge for this coverage.

about:blank

5/20/2013

OPTION 2— Replacement Cost Coverage with Deductible provides full coverage, less a \$300 deductible. The mover's maximum liability is your declared value of the belongings, or \$5 times the weight of the shipment, whichever is greater (less the \$300 deductible). The movers will repair the damage to your satisfaction (less the \$300 deductible), reimburse the customer, or replace the damaged goods for any amount above the \$300 deductible. The \$300 deductible applies to the entire shipment rather than each individual article. The mover may charge a minimum of 55 cents and a maximum of \$1.15 per \$100 of declared value. Declared value may not be less than \$5 per pound of the total shipment weight.

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Please Initial: _____ I have read and understood above Valuation options.

CUSTOMER GUIDE TO MOVING:

<http://professionalmovers.com/residential-and-household-moving/long-distance-rights-and-reponsibilities/>
<http://www.ute.wa.gov/consumers/Documents/2009-8-HouseholdGoods-ConsumerGuide-PrinterFriendly.pdf>

Please Initial: _____ I received an e-mailed link to the above brochures.

Thank you again for choosing All Star Transfer. Please fax, send US mail, or email back a signed copy and one of our sales associates will confirm your moving date.

Joseph Smith
24111 Hwy 99 suite #303
Edmonds WA 98026
joe@allstartransfer.com
Phone 206-438-4854
Fax 425.774.0984


Carrier Representatives Signature _____ 5/20/2013

Customer Signature _____ 5/20/2013
(A computer generated signature is acceptable)

[noemail_link_redirec

about:blank

5/20/2013

1104811 **General** **Item List** **Cost** **Payment** **Agent** **Etc.** 

Client:

Email:

Home Phone:

Work Phone:

Cell Phone:

Other Phone:

Fax:

Referred by:

Junked Move No Email

Route#: **Not Assigned**

Date Entered: 5/14/2013 9:07:43 AM

MovDate/Time:

Range:

DelDate/Time:

Range:

Sales:

Status:

Availability:

Type:

Volume: Cubic Feet, Lbs.

Item List Vol: cuft

Book Date:

Clsd Date:

Cost: \$3,135.00 Payments: (0) **Balance:** \$3,135.00 

Vehicle: (0) **Unavailable** Storage: (0) **Unavailable** Agents: (0)

MOVING FROM:

Contact:

Address:

Address 2:

City:

State/Zip:

Complex/SubD:

Bldg: Apt: Gate:

Loc. Type:

Floors/Flights: S.F.

Long Carry: Shuttle Elev Stairs

MOVING TO:

Contact:

Address:

Address 2:

City:

State/Zip:

Complex/SubD:

Bldg: Apt: Gate:

Loc. Type:

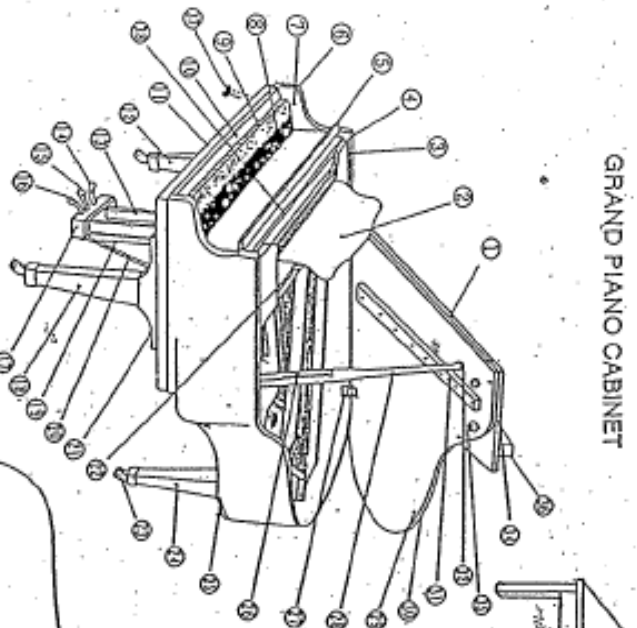
Floors/Flights: S.F.

Long Carry: Shuttle Elev Stairs

::Choose Save Method:::: 

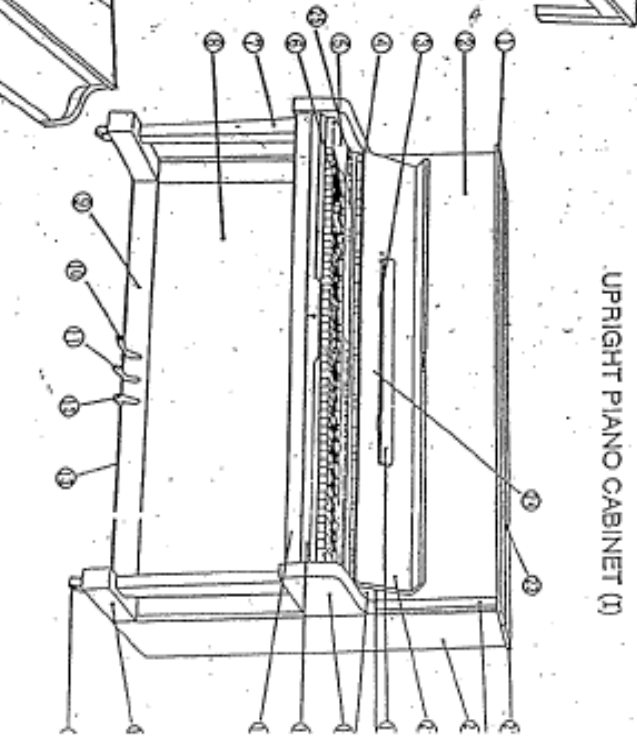
   

GRAND PIANO CABINET



- 1. Top Board Long Hinge
- 2. Music Rack
- 3. Music Shelf Outside Rail
- 4. Music Shelf
- 5. Fallboard
- 6. Side Arm
- 7. Key Block
- 8. Lugs
- 9. Keys
- 10. Key Stop
- 11. Key Bed
- 12. Leg (Base #1)
- 13. Leg Front
- 14. Back Panel
- 15. Sustain Pedal
- 16. Sustain Pedal
- 17. Pedal Box
- 18. Leg (Base #2)
- 19. Pedal Box
- 20. Lyre Brace
- 21. Leg Bolt
- 22. Music Rack Prop
- 23. Castor
- 24. Leg (Base #3)
- 25. Leg Base
- 26. Top Board Prop (Short)
- 27. Top Board Butt Hinge
- 28. Top Board Prop (Long)
- 29. Top Board Rubber Track
- 30. Top Board (Glass)
- 31. Top Bar
- 32. Top Board Prop Cup
- 33. Top Board (Front)
- 34. Brass Lid Catch
- 35. Lid Lock Bar
- 36. Key Block Wing Bolt
- 37. Sustain Bar
- 38. Sustain Bar

UPRIGHT PIANO CABINET (1)



- 1. Top Block
- 2. Upper Front Board
- 3. Upper Back Hinge
- 4. Fallboard Hinge
- 5. Key Block
- 6. Keys
- 7. Leg
- 8. Lower Front Board
- 9. Bottom Sill
- 10. Soft Pad
- 11. Music Pedal
- 12. Damp Pedal
- 13. Bottom
- 14. Castor
- 15. Top Block
- 16. Key Bed
- 17. Key Stop
- 18. Side Arm
- 19. Music Rack
- 20. Fallboard
- 21. Side Board
- 22. Top Board (Rear)
- 23. Top Board Hinge
- 24. Leg
- 25. Key Stop Rail
- 26. Upper Front Board Side Strip
- 27. Upper Front Board Stratcher Bar
- 28. Upper Sill

COMMENTS:

MAKE / MODEL
SERIAL #
DRIVER

DATE
SIGNED BY

NORTHWEST CARTAGE, INC.

dba ALL STAR TRANSFER
24111 Highway 99, Suite 303
Edmonds, WA 98026
(425) 774-3878

Sales Receipt

| DATE | SALE NO. |
|-----------|----------|
| 5/28/2013 | 15782 |

| |
|---|
| SOLD TO |
| Douthitt, Tom [REDACTED] Kirkland, WA 98033 |

| | CHECK NO. | PAYMENT METH... | B/L # |
|----------------------|-----------|-----------------|------------|
| | 3783/4049 | Check | 1071 |
| DESCRIPTION | QTY | RATE | AMOUNT |
| Move household goods | | 2,422.50 | 2,422.50 |
| Total | | | \$2,422.50 |

ATTACHMENT J

WASHINGTON STATE UTILITIES AND TRANSPORTATION COMMISSION

1300 S EVERGREEN PARK DRIVE SW, PO BOX 47250

OLYMPIA, WA 98504-7250

(360) 664-1222

This certificate authorizes the following operations under the provisions of RCW Title 81:

All Star Transfer, Laron Williams Inc.

Permit No.

d/b/a Allstar Moving & Storage,

HG-11846

Allstar Movers, Careful Movers,

24111 Hwy 99 Suite 303

Edmonds, WA 98026

Household Goods and General Commodities (excluding hazardous materials and armored car service) in the state of Washington.

TV-091560

10-09-09

WASHINGTON UTILITIES AND TRANSPORTATION
COMMISSION



By _____

NOTE: A copy of this permit MUST be carried in each vehicle being operated under this authority.

ATTACHMENT K

NORTHWEST CARTAGE, INC.

dba ALL STAR TRANSFER
 24111 Highway 99, Suite 303
 Edmonds, WA 98026
 (425) 774-3878

Sales Receipt

| | |
|-----------|----------|
| DATE | SALE NO. |
| 5/18/2013 | 15771 |

| |
|---|
| SOLD TO |
| Clav. Diana [REDACTED] Mill Creek, WA 98012 |

| | CHECK NO. | PAYMENT METH... | B/L # |
|----------------------|-----------|-----------------|------------|
| | 15348 | Check | 1063 |
| DESCRIPTION | QTY | RATE | AMOUNT |
| Move household goods | | 2,863.75 | 2,863.75 |
| Total | | | \$2,863.75 |

ATTACHMENT L

All Star Transfer, Laron Williams, Inc. - HG11846
 24111 Highway 99, Suite 303, Edmonds, Washington 98026
 (425) 774-8128 • (206) 232-5803 • Fax (425) 774-0984
 www.allstartransfer.com • Email: Customerservice@allstartransfer.com

No 1017

Uniform Household Goods Bill of Lading

Customer: This bill of lading establishes a contract between you and the household goods carrier. It confirms instructions and authorizes the carrier to move, pack, store, and/or perform services shown. Before you sign this document it is important that you first read the documents, including the back, and that you ask for an explanation of anything that is not clear or is different from any previous information received from the carrier or carrier's representatives. This contract is subject to conditions on the back of this form.

Origin Address: Edmonds WA 98026 Destination Address: Woodway WA 98020
 Customer: KATHIE McLAUGHLIN
 Phone: [Redacted] Cell: [Redacted] Name of Consignee (if different): _____
 Email: [Redacted] Phone: _____
 Address of Additional Stops: _____ Other: _____
 Billing Address: _____

| TRANSPORTATION CHARGE - HOURLY RATED MOVES: | | | | | | | | | | Rate | Charges |
|---|------|-----------|-------|--------|--------|--------|-----|------------|-----|---------|---------|
| Date | Vans | Personnel | Start | Arrive | Breaks | Depart | End | Total Hrs. | | | |
| | 1 | 3 | | | | | | 37.25 | 145 | 5693.25 | |
| | | 2 | | | | | | 8.0 | 95 | 760.00 | |

STORAGE - If shipment will be placed into storage, the customer must initial options selected.

Storage in Transit:
 Shipment is to be placed in storage for a period of 90 days or less. I understand that on the 91st day of storage the shipment becomes permanent storage.

Permanent Storage:
 The storage location will be at _____
 Shipment is to be placed in storage for more than 90 days.

Storage In-Vehicle:
 I certify that I have requested Storage-in-Vehicle for a period of _____ days at an agreed upon rate of \$ _____ per day.

Signature of Customer _____

| | Unit | Rate | Total |
|------------------------------|------|------|-------|
| Storage In Transit | lbs | | Net |
| Whse Handling | lbs | | Cwt |
| Add'l Valuation \$ | at | | Cwt |
| Total storage charges | | | \$ |

TRANSPORTATION CHARGES - MILEAGE RATED MOVES:

Mileage _____
 Gross weight (lbs) _____
 Tare Weight _____
 Rate _____
 Other _____
Total Charges _____

PACKING Materials, Additional Services, Describe:

| # of Units | at | per unit |
|------------|----|----------|
| | at | per unit |
| | at | per unit |
| | at | per unit |
| | at | per unit |
| | at | per unit |
| | at | per unit |

Total Packing Charges _____

LOSS AND DAMAGE PROTECTION (Valuation): The customer must select and initial only one coupon.

Basic Value Protection I release this shipment to a value of 60 cents per pound per article, at no cost to me. This means I will be paid 60 cents per pound for the net weight of the lost or damaged item, regardless of the actual value of the item.

Replacement Cost Coverage with \$300 Deductible which includes a \$300 deductible paid by me: This option will cost \$ _____. The value I declare must be at least \$5.00 times the net weight of the shipment.

Replacement Cost Coverage with no Deductible at a cost of \$ _____. The value I declare must be at least \$5.00 times the net weight of the shipments.

I declare a total lump sum value for this shipment at \$ 29,000

Total Valuation Charges \$ 300.00

ESTIMATES: Customer must initial one option.

I understand this shipment is moving under a binding estimate and that I will be required to pay the amount shown on the estimate.

I understand this shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on the nonbinding estimate given me by the carrier, the carrier must release the shipment to me upon payment of no more than 110% of the estimated charges and will extend credit for at least 30 days in which I must pay the remainder due. In no case will I be required to pay more than 125% of the estimate, plus any supplement. (The 125% does not include any finance-related charges the carrier may assess for extending credit, such as interest or late payment fees.)

Customer Release: I have read and understand this contract, and release my household goods to the carrier subject to the terms and conditions of this contract.

Signature of Customer _____ Date 4-2-13

Signature of Carrier Representative _____ Date 02 Apr 13

MOVING, PACKING, MATERIALS, STORAGE CHARGES:

Return for Repair
Wicker Trunk
Transportation Charges _____
Storage: 2 Table 1 sofa
Valuation: Globe 300
Packing Materials: Sofa Pillow
Total Moving Charges _____
Total Amount Paid Total = 6753.25
Balance Due 5119.75

Customer acknowledges carrier delivered goods: _____
 Signature of Customer _____ Date _____

ATTACHMENT M

Hours worked w/o break

| Invoice | Name | Hours | Over Charged | Rate | Refund |
|----------------|---------------|--------------|---------------------|-------------|-------------------|
| 1018 | Wissman | 6.25 | 0.5 | \$145.00 | \$72.50 |
| 1022 | Petre | 8 | 0.5 | \$105.00 | \$52.50 |
| 1029 | Mandanas | 6.25 | 0.5 | \$105.00 | \$52.50 |
| 1032 | Ripley | 7.5 | 0.5 | \$95.00 | \$47.50 |
| 1035 | McCloud | 5.5 | 0.5 | \$105.00 | \$52.50 |
| 1051 | Petersen | 6 | 0.5 | \$105.00 | \$52.50 |
| 1056 | Isaac | 6.5 | 0.5 | \$115.00 | \$57.50 |
| 1063 | Clay | 12.25 | 1 | \$195.00 | \$195.00 |
| 1064 | Ryan | 8 | 0.5 | \$95.00 | \$47.50 |
| 1073 | Hadfield | 8.75 | 0.5 | \$190.00 | \$95.00 |
| 1076 | Melanson | 10 | 0.5 | \$155.00 | \$77.50 |
| 1079 | Whiteaker | 10 | 0.5 | \$155.00 | \$77.50 |
| 1097 | Bagely | 7 | 0.5 | \$110.00 | \$55.00 |
| 1098 | Booth | 5.75 | 0.5 | \$95.00 | \$47.50 |
| 1099 | Fischer | 6.25 | 0.5 | \$105.00 | \$52.50 |
| 1104 | Rice | 7 | 0.5 | \$145.00 | \$72.50 |
| 16 | Totals | | 8.5 | | \$1,107.50 |

ATTACHMENT N

All Star Transfer, Laron Williams, Inc. - HG11846
 24111 Highway 99, Suite 303, Edmonds, Washington 98028
 (425) 774-8128 • (206) 232-5803 • Fax (425) 774-0984
 www.allstartransfer.com • Email: Customerservice@allstartransfer.com

No 1033

Uniform Household Goods Bill of Lading

Customer: This bill of lading establishes a contract between you and the household goods carrier. It confirms instructions and authorizes the carrier to move, pack, store, and/or perform services shown. Before you sign this document it is important that you first read the documents, including the back, and that you ask for an explanation of anything that is not clear or is different from any previous information received from the carrier or carrier's representatives. This contract is subject to conditions on the back of this form.

| | |
|------------------------------------|---|
| Origin Address: _____ | Destination Address: _____ |
| Customer: <u>SHOTOBO KODAYASHI</u> | Exc: <u>WA 98203</u> |
| Phone: _____ | Name of Consignee (if different): _____ |
| Email: _____ | Phone: _____ |
| Address of Additional Stops: _____ | Other: _____ |
| Billing Address: _____ | |

| TRANSPORTATION CHARGE - HOURLY RATED MOVES: | | | | | | | | | | |
|---|----------|----------|-------------|-------------|--------|--------|----------------------------------|----------------------------|--|--------------------------------|
| Date | Vans | Personal | Start | Arrive | Breaks | Depart | End | Total Hrs. | Rate | Charges |
| <u>4/16</u> | <u>1</u> | <u>2</u> | <u>8:30</u> | <u>8:45</u> | | | 11:00 <u>11:15</u> | <u>2:25</u> <u>1:00</u> | <u>95⁰⁰</u> <u>50⁰⁰</u> | <u>241.25</u> <u>311.25</u> |

STORAGE - If shipment will be placed into storage, the customer must initial options selected.

Storage in Transit:
 _____ Shipment is to be placed in storage for a period of 90 days or less. I understand that on the 91st day of storage the shipment becomes permanent storage.

Permanent Storage:
 _____ The storage location will be at _____
 _____ Shipment is to be placed in storage for more than 90 days.

Storage in-Vehicle:
 _____ I certify that I have requested Storage-in-Vehicle for a period of _____ days at an agreed upon rate of \$ _____ per day.

Signature of Customer _____

| | | | |
|-----------------------|------|------|-------|
| | Unit | Rate | Total |
| Storage in Transit | lbs | Net | Cwt |
| Whse Handling | lbs | Cwt | Cwt |
| Add'l Valuation \$ | at | Cwt | Cwt |
| Total storage charges | | \$ | \$ |

TRANSPORTATION CHARGES - MILEAGE RATED MOVES:

Mileage _____
 Gross weight (lbs) _____
 Tare Weight _____
 Rate _____
 Other _____
 Total Charges _____

PACKING Materials, Additional Services, Describe:

of Units _____ at _____ per unit _____
 _____ at _____ per unit _____
 _____ at _____ per unit _____
 _____ at _____ per unit _____
 _____ at _____ per unit _____

Total Packing Charges _____

LOSS AND DAMAGE PROTECTION (Valuation): The customer must select and initial only one option.

Basic Value Protection I release this shipment to a value of 60 cents per pound per article, at no cost to me. This means I will be paid 60 cents per pound for the net weight of the lost or damaged item, regardless of the actual value of the item.

Replacement Cost Coverage with \$300 Deductible which includes a \$300 deductible paid by me. This option will cost \$ _____. The value I declare must be at least \$5.00 times the net weight of the shipment.

Replacement Cost Coverage with no Deductible at a cost of \$ _____. The value I declare must be at least \$5.00 times the net weight of the shipments.

I declare a total lump sum value for this shipment at \$ _____

Total Valuation Charges \$ _____

OTHER CHARGES:

DUMP Rud at 7 per-unit 50⁰⁰
 _____ at _____ per unit _____
 _____ at _____ per unit _____
 _____ at _____ per unit _____

Total Other Charges _____

ESTIMATES: Customer must initial one option.

I understand this shipment is moving under a binding estimate and that I will be required to pay the amount shown on the estimate.

I understand this shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on the non-binding estimate given me by the carrier, the carrier must release the shipment to me upon payment of no more than 110% of the estimated charges and will extend credit for at least 30 days in which I must pay the remainder due. In no case will I be required to pay more than 125% of the estimate, plus any supplement. (The 125% does not include any finance-related charges the carrier may assess for extending credit, such as interest or late payment fees.)

Customer Release: I have read and understand this contract, and release my household goods to the carrier subject to the terms and conditions of this contract.

Signature of Customer: _____ Date: 4/16/13

Signature of Carrier Representative: Laron Williams Date: 4/16/13

MOVING, PACKING, MATERIALS, STORAGE CHARGES:

Transportation Charges _____
 Storage _____
 Valuation _____
 Packing Materials _____
 Total Moving Charges _____

*6980
4/16/13
311.25
18

Total Amount Paid _____
 Balance Due _____

Customer acknowledges carrier delivered goods:
 Signature of Customer: _____ Date: 4/16/13

ATTACHMENT O

All Star Transfer, Laron Williams, Inc. - HG11846
 24111 Highway 99, Suite 303, Edmonds, Washington 98026
 (425) 774-8128 • (206) 232-5803 • Fax (425) 774-0984
 www.allstartransfer.com • Email: Customerservice@allstartransfer.com

№ 1081

Uniform Household Goods Bill of Lading

Customer: This bill of lading establishes a contract between you and the household goods carrier. It confirms instructions and authorizes the carrier to move, pack, store, and/or perform services shown. Before you sign this document it is important that you first read the documents, including the back, and that you ask for an explanation of anything that is not clear or is different from any previous information received from the carrier or carrier's representatives. This contract is subject to conditions on the back of this form.

| | |
|--|--|
| Origin Address _____ | Destination Address _____ |
| Customer <u>Paul Kingler / Ho S Rising</u> | <u>Seattle WA 98012</u> |
| Phone _____ Cell _____ | Name of Consignee (if different) _____ |
| Email _____ | Phone _____ |
| Address of Additional Stops _____ | Other _____ |
| Billing Address _____ | |

| TRANSPORTATION CHARGE - HOURLY RATED MOVES: | | | | | | | | | | | |
|---|----------|-----------|-------------|-------------|--------------|--------------|-------------|------------|---------------|----------------|--|
| Date | Vans | Personnel | Start | Arrive | Breaks | Depart | End | Total Hrs. | Rate | Charges | |
| <u>6/10</u> | <u>1</u> | <u>4</u> | <u>8:00</u> | <u>8:30</u> | <u>11:30</u> | <u>11:45</u> | <u>3:00</u> | <u>7</u> | <u>165.00</u> | <u>1155.00</u> | |

STORAGE - If shipment will be placed into storage, the customer must initial options selected.

Storage In Transit:
 _____ Shipment is to be placed in storage for a period of 90 days or less. I understand that on the 91st day of storage the shipment becomes permanent storage.

Permanent Storage:
 _____ The storage location will be at _____
 _____ Shipment is to be placed in storage for more than 90 days.

Storage In-Vehicle:
 _____ I certify that I have requested Storage-in-Vehicle for a period of _____ days at an agreed upon rate of \$ _____ per day.

Signature of Customer _____

| | | | |
|-----------------------|------|------|-------|
| | Unit | Rate | Total |
| Storage In Transit | lbs | | Net |
| Whse Handling | lbs | | Cwt |
| Add'l Valuation \$ | at | | Cwt |
| Total storage charges | | | \$ |

TRANSPORTATION CHARGES - MILEAGE RATED MOVES:

Mileage _____

Gross weight (lbs) _____

Tare Weight _____

Rate _____

Other _____

Total Charges _____

PACKING Materials, Additional Services, Describe:

| # of Units | | at | per unit | |
|------------------------------|-------------------|-----------------|-----------------|---------------|
| <u>8</u> | <u>15</u> | <u>at 3.90</u> | <u>per unit</u> | <u>28.80</u> |
| <u>5</u> | <u>3.0</u> | <u>at 5.20</u> | <u>per unit</u> | <u>26.00</u> |
| <u>4</u> | <u>4.5</u> | <u>at 6.00</u> | <u>per unit</u> | <u>24.00</u> |
| <u>5</u> | <u>DishPak</u> | <u>at 16.00</u> | <u>per unit</u> | <u>80.00</u> |
| <u>2</u> | <u>Wardrobe</u> | <u>at 14.00</u> | <u>per unit</u> | <u>28.00</u> |
| | <u>curior pak</u> | <u>at</u> | <u>per unit</u> | |
| Total Packing Charges | | | | <u>112.80</u> |

LOSS AND DAMAGE PROTECTION (Valuation): The customer must select and initial only one coupon.

Basic Value Protection I release this shipment to a value of 60 cents per pound per article, at no cost to me. This means I will be paid 60 cents per pound for the net weight of the lost or damaged item, regardless of the actual value of the item.

Replacement Cost Coverage with \$300 Deductible which includes a \$300 deductible paid by me. This option will cost \$ _____. The value I declare must be at least \$5.00 times the net weight of the shipment.

Replacement Cost Coverage with no Deductible at a cost of \$ _____. The value I declare must be at least \$5.00 times the net weight of the shipments.

I declare a total lump sum value for this shipment at \$ _____

Total Valuation Charges \$ _____

OTHER CHARGES:

| | | | | |
|----------------------------|----|--|----------|----------------|
| <u>Comp fee / 900H</u> | at | | per unit | <u>75.00</u> |
| | at | | per unit | |
| | at | | per unit | |
| | at | | per unit | |
| <u>check # 1628</u> | at | | per unit | |
| <u>J.L</u> | | | | |
| Total Other Charges | | | | <u>1415.00</u> |

ESTIMATES - Customer must initial one option.

_____ I understand this shipment is moving under a binding estimate and that I will be required to pay the amount shown on the estimate.

_____ I understand this shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on the nonbinding estimate given me by the carrier, the carrier must release the shipment to me upon payment of no more than 110% of the estimated charges and will extend credit for at least 30 days in which I must pay the remainder due. In no case will I be required to pay more than 125% of the estimate, plus any supplement. (The 125% does not include any finance-related charges the carrier may assess for extending credit, such as interest or late payment fees.)

Customer Release: I have read and understand this contract, and release my household goods to the carrier subject to the terms and conditions of this contract.

Signature of Customer _____ Date 6/10/13

Signature of Carrier Representative _____ Date _____

MOVING, PACKING, MATERIALS, STORAGE CHARGES:

| | |
|-----------------------------|----------------|
| Transportation Charges | <u>1155.00</u> |
| Storage charge paid | <u>75.00</u> |
| Valuation | |
| Packing Materials | <u>185.00</u> |
| Total Moving Charges | <u>1415.00</u> |
| Total Amount Paid | |
| Balance Due | <u>1415</u> |

Customer acknowledges carrier delivered goods: _____

Signature of Customer _____ Date 6/10/13

ATTACHMENT P

All Star Transfer, Laron Williams, Inc. - HG11846
 24111 Highway 99, Suite 303, Edmonds, Washington 98026
 (425) 774-8128 • (206) 232-5803 • Fax (425) 774-0984
 www.allstartransfer.com • Email: Customerservice@allstartransfer.com

No 1064

Uniform Household Goods Bill of Lading

Customer: This bill of lading establishes a contract between you and the household goods carrier. It confirms instructions and authorizes the carrier to move, pack, store, and/or perform services shown. Before you sign this document it is important that you first read the documents, including the back, and that you ask for an explanation of anything that is not clear or is different from any previous information received from the carrier or carrier's representatives. This contract is subject to conditions on the back of this form.

Origin Address: [Redacted] Destination Address: [Redacted]
 Customer: Dr. Steven Ryan Name of Consignee (if different): Sammie J. W/H 78074
 Phone: [Redacted] Cell: [Redacted] Name of Consignee (if different): _____
 Email: _____ Phone: _____
 Address of Additional Stops: _____ Other: _____
 Billing Address: _____

Day 2 - Rodney, Danny, Bill H Day 1 - Pete B. H

| TRANSPORTATION CHARGE - HOURLY RATED MOVES: | | | | | | | | | | | |
|---|------|-----------|-------|--------|--------|--------|------|------------|-------|--------------------|--|
| Date | Vans | Personnel | Start | Arrive | Breaks | Depart | End | Total Hrs. | Rate | Charges | |
| 5/17 | | 2 | 1:00 | 2:00 | 0.5 | 8:00 | 9:00 | 8 | 25.00 | 7.60 ⁰⁰ | |
| 5/18 | 1 | 3 | 8:30 | 9:30 | 0.5 | 6:15 | 7:15 | 10.75 | 27.00 | 2257.00 | |

STORAGE: If shipment will be placed into storage, the customer must initial options selected.
Storage in Transit: Shipment is to be placed in storage for a period of 90 days or less. I understand that on the 91st day of storage the shipment becomes permanent storage.
Permanent Storage: The storage location will be at: _____
 Shipment is to be placed in storage for more than 90 days.
Storage In-Vehicle: I certify that I have requested Storage-in-Vehicle for a period of _____ days at an agreed upon rate of \$ _____ per day.
 Signature of Customer: _____

| | Unit | Rate | Total |
|-----------------------|------|------|-------|
| Storage in Transit | lbs | | Net |
| Whse Handling | lbs | | Cwt |
| Add'l Valuation \$ | at | | Cwt |
| Total storage charges | | | \$ |

TRANSPORTATION CHARGES: 10.25 1917.50
MILEAGE RATED MOVES:
 Mileage: I understand the cost my exceed 25% of the estimate
 Gross weight (lbs): _____
 Tare Weight: _____
 Rate: _____
 Other: _____
 Total Charges: _____

PACKING Materials, Additional Services, Describe:

| # of Units | Description | Rate | per unit | Total |
|------------|-------------|-------|----------|--------|
| 6 | DP | 16.00 | | 96.00 |
| 4 | 4.5 | 6.00 | | 24.00 |
| 5 | 3.0 | 5.00 | | 25.00 |
| 11 | Lg mirror | 14.00 | | 154.00 |
| 2 | W | 14.00 | | 28.00 |
| | | | | 327.00 |

Total Packing Charges: _____

LOSS AND DAMAGE PROTECTION (Valuation): The customer must select and initial only one coupon.
 Basic Value Protection I release this shipment to a value of 60 cents per pound per article, at no cost to me. This means I will be paid 60 cents per pound for the net weight of the lost or damaged item, regardless of the actual value of the item.
 Replacement Cost Coverage with \$300 Deductible which includes a \$300 deductible paid by me. This option will cost \$ _____. The value I declare must be at least \$5.00 times the net weight of the shipment.
 Replacement Cost Coverage with no Deductible at a cost of \$ _____. The value I declare must be at least \$5.00 times the net weight of the shipments.
 I declare a total lump sum value for this shipment at: \$ _____
 Total Valuation Charges: \$ _____

OTHER CHARGES:

| | | |
|-------|----------|----------------|
| _____ | at _____ | per unit _____ |
| _____ | at _____ | per unit _____ |
| _____ | at _____ | per unit _____ |
| _____ | at _____ | per unit _____ |
| _____ | at _____ | per unit _____ |

Total Other Charges: _____

ESTIMATES: Customer must initial one option.
 I understand this shipment is moving under a binding estimate and that I will be required to pay the amount shown on the estimate.
 I understand this shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on the nonbinding estimate given me by the carrier, the carrier must release the shipment to me upon payment of no more than 110% of the estimated charges and will extend credit for at least 30 days in which I must pay the remainder due. In no case will I be required to pay more than 125% of the estimate, plus any supplement. (The 125% does not include any finance-related charges the carrier may assess for extending credit, such as interest or late payment fees.)
 Customer Release: I have read and understand this contract, and release my household goods to the carrier subject to the terms and conditions of this contract.
 Signature of Customer: _____ Date: May 17 2013
 Signature of Carrier Representative: _____ Date: 5/17/13

MOVING, PACKING, MATERIALS, STORAGE CHARGES:

| | |
|------------------------|---------|
| Transportation Charges | 3017.00 |
| Storage | |
| Valuation | |
| Packing Materials | 342.00 |
| Total Moving Charges | 3359.00 |
| Total Amount Paid | 3359.50 |
| Balance Due | _____ |

#9022 / 5/17/13

Customer acknowledges carrier delivered goods:
 Signature of Customer: _____ Date: 5/17/13

ATTACHMENT Q



ESTIMATED COSTS FOR SERVICES Non-Binding Estimate

Dear Claire Harris,

| | |
|--------------------|---|
| Origin | ██████████ Shelton, WASHINGTON 98584 1050.14Cf - 7327Lbs |
| Destination | ██████████ Orting, WASHINGTON 98360 |

| Reference # | Customer: | Move Date: |
|-------------|---|------------|
| 1103377 | Claire Harris, ██████████ home, ██████████ cell, Nancy ██████████ ██████████/emg neighbo | 4/13/2013 |

Quote
Based on the information you provided, cost is as follows:
Weight(lbs): 7327 Lbs x \$0.2500 ea = \$1,831.75
Miscellaneous Items:
* To incl approx 100+ boxes =
* .25 cents per lb. if over 7327lbs =
* Thank you Claire..Time for a Vacation! =

Total Price: **\$1,831.75**
BALANCE DUE: **\$1,831.75**

To expedite the move please have a check made out to All Star Transfer or cash ready upon delivery. When using a debit/credit there is a 3% increase added to the move balance.

Please Initial *CH* understand the above payment methods.

ESTIMATE: It is important to understand that a non-binding estimate covers only the articles listed. If it is not-binding, the cost of the move may exceed the estimate. If you request additional services to complete the move or add articles to the inventory, the household goods mover must prepare a supplemental estimate which will change the amount of the original estimate. Household goods carriers are required by law to collect transportation and other incidental charges. A household goods carrier may not charge more than twenty-five percent above its written non-binding estimate unless the household goods carrier prepares and you sign a supplemental estimate.

If the charges showing on the bill of lading exceed the charges on the estimate, the carrier must release the shipment upon payment of no more than 110% of the estimated charge and will extend credit for at least 30 days at which time the remainder is due. In no case will I be required to pay more than 125% of the estimate, plus any supplemental. (The 125% does not include any finance-related charges the carrier may assess from extending credit, such as interest or late payment fees.)

Please Initial *CH*. This is a non-binding estimate for above shipment.

LOSS AND DAMAGE PROTECTION (Valuation):
OPTION 1— Basic Value Protection is the minimum level of liability a mover may assume when moving your goods. The mover's liability is 60 cents per pound per item. If a two-pound vase were broken, the company would pay you \$1.20 (2 lb x \$.60 per lb). There is no charge for this coverage.
OPTION 2— Replacement Cost Coverage with Deductible provides full coverage, less a \$300 deductible. The mover's maximum liability is your declared value of the belongings, or \$5 times the weight of the

Uniform Household Goods Bill of Lading

Customer: This bill of lading establishes a contract between you and the household goods carrier. It confirms instructions and authorizes the carrier to move, pack, store, and/or perform services shown. Before you sign this document it is important that you first read the documents, including the back, and that you ask for an explanation of anything that is not clear or is different from any previous information received from the carrier or carrier's representatives. This contract is subject to conditions on the back of this form.

Origin Address SHELTON 78584 Destination Address Orting WA 98360
 Customer CLAIRE HALLIS
 Phone [REDACTED] Cell [REDACTED] Name of Consignee (if different) _____
 Email [REDACTED] Phone [REDACTED]
 Address of Additional Stops _____ Other [REDACTED]
 Billing Address _____

TRANSPORTATION CHARGE HOURLY RATED MOVES: Rax, Jay Carter, Josh Keel

| Date | Vans | Personnel | Start | Arrive | Breaks | Depart | End | Total Hrs. | Rate | Charges |
|------|------|-----------|-------|--------|--------------------------|-------------------------|-------------------------|------------|------|---------|
| 4/13 | 1 | | 0700 | 0900 | 1:00 - .50 | 1:00 1900 | 7:00 2100 | 13.5 | | |

STORAGE - If shipment will be placed into storage, the customer must initial options selected.
Storage in Transit: Shipment is to be placed in storage for a period of 90 days or less. I understand that on the 91st day of storage the shipment becomes permanent storage.
Permanent Storage: The storage location will be at _____
 Shipment is to be placed in storage for more than 90 days.
Storage in-Vehicle: I certify that I have requested Storage-in-Vehicle for a period of _____ days at an agreed upon rate of \$ _____ per day.
 Signatures of Customer _____

| | Unit | Rate | Total |
|-----------------------|------|------|-------|
| Storage in Transit | lbs | | Net |
| Whse Handling | lbs | | Cwt |
| Add'l Valuation \$ | at | | Cwt |
| Total storage charges | | | \$ |

TRANSPORTATION CHARGES - MILEAGE RATED MOVES:
 Mileage _____
 Gross weight (lbs) _____
 Tare Weight _____
 Rate _____
 Other _____
 Total Charges _____
PAID # check # 15684

PACKING Materials, Additional Services, Describe:
 # of Units _____ at _____ per unit _____
 _____ at _____ per unit _____
 _____ at _____ per unit _____
 _____ at _____ per unit _____
 _____ at _____ per unit _____
 Total Packing Charges _____

LOSS AND DAMAGE PROTECTION (Valuation): The customer must select and initial only one coupon.
 Basic Value Protection I release this shipment to a value of 60 cents per pound per article, at no cost to me. This means I will be paid 60 cents per pound for the net weight of the lost or damaged item, regardless of the actual value of the item.
 Replacement Cost Coverage with \$300 Deductible which includes a \$300 deductible paid by me. This option will cost \$ _____. The value I declare must be at least \$5.00 times the net weight of the shipment.
 Replacement Cost Coverage with no Deductible at a cost of \$ _____. The value I declare must be at least \$5.00 times the net weight of the shipments.
 I declare a total lump sum value for this shipment at \$ _____
 Total Valuation Charges \$ _____

OTHER CHARGES:
 _____ at _____ per unit _____
 _____ at _____ per unit _____
 _____ at _____ per unit _____
 _____ at _____ per unit _____
 Total Other Charges _____

ESTIMATES: Customer must initial one option.
 I understand this shipment is moving under a binding estimate and that I will be required to pay the amount shown on the estimate.
 I understand this shipment is moving under a non-binding estimate. If the charges shown on the bill of lading exceed the charges on the nonbinding estimate given me by the carrier, the carrier must release the shipment to me upon payment of no more than 110% of the estimated charges and will extend credit for at least 30 days in which I must pay the remainder due. In no case will I be required to pay more than 125% of the estimate, plus any supplement. (The 125% does not include any finance-related charges the carrier may assess for extending credit, such as interest or late payment fees.)
 Customer Release: I have read and understand this contract, and release my household goods to the carrier subject to the terms and conditions of this contract.

MOVING, PACKING, MATERIALS, STORAGE CHARGES:
 Transportation Charges 7327.00 = 4831.75
 Storage _____
 Valuation OVER 4272.00 = 1068.00
 Packing Materials at 25.60
 Total Moving Charges _____
 Total Amount Paid _____
 Balance Due 2899.75

[Signature] 4-13-13
 Signature of Customer Date
[Signature] 13 Apr 13
 Signature of Carrier Representative Date

Customer acknowledges carrier delivered goods:
[Signature] 4-13-13
 Signature of Customer Date

ATTACHMENT R



1-800-99-MOVE-U

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W.U.T.C. HG No. 11846
USDOT #533989
MC#266394

ESTIMATED COSTS FOR SERVICES Non-Binding

Dear Barbara Fariss-Bateman,

Estimated Time of Arrival 8:30 AM - 9:30 AM

| | |
|--------------------|--|
| Origin | ██████████ Mukilteo, WASHINGTON 98275 710Cf - 4970Lbs |
| Destination | ██████████ Edmonds, WASHINGTON 98020 |

| Reference # | Customer: | Move Date: |
|-------------|---|------------|
| 1105354 | Barbara Fariss-Bateman , ██████████ | 6/15/2013 |

Quote
Based on the information you provided, cost is as follows:
Rate: 2 Wrkr(s) @ 7 hrs x \$105.00 ea = \$735.00

Miscellaneous Items:

- * Based on information provided by customer/§ customer packe
d and ready to go =
- * Added deliv. to public storage =
- * Trk blocked 6-8hrs/3% charge if using major CC =

Total Price: **\$735.00**

BALANCE DUE: **\$735.00**

Materials Needed-

Payment is collected on delivery. We accept Washington State personal checks, major credit cards with 3% service charge, or cash.




Please Initial: BFB I understand the above payment methods.

ESTIMATE: It is important to understand that a non-binding estimate covers only the articles listed. If it is not-binding, the cost of the move may exceed the estimate. If you request additional services to complete the move or add articles to the inventory, the household goods mover must prepare a supplemental estimate which will change the amount of the original estimate. Household

goods carriers are required by law to collect transportation and other incidental charges. A household goods carrier may not charge more than twenty-five percent above its written non-binding estimate unless the household goods carrier preparers and you sign a supplemental estimate. All estimates include reasonable drive time to and from the the job.

If the charges showing on the bill of lading exceed the charges on the estimate, the carrier must release the shipment upon payment of no more than 110% of the estimated charge and will extend credit for at least 30 days at which time the remainder is due. In no case will I be required to pay more than 125% of the estimate, plus any supplemental. (The 125% does not include any finance-related charges the carrier may assess form extending credit, such as interest or late payment fees.)

Please Initial:  This is a non-binding estimate for above shipment.

LOSS AND DAMAGE PROTECTION (Valuation):

OPTION 1— Basic Value Protection is the minimum level of liability a mover may assume when moving your goods. The mover's liability is 60 cents per pound per item. If a two-pound vase were broken, the company would pay you \$1.20 (2 lb x \$.60 per lb). There is no charge for this coverage.


OPTION 2— Replacement Cost Coverage with Deductible provides full coverage, less a \$300 deductible. The mover's maximum liability is your declared value of the belongings, or \$5 times the weight of the shipment, whichever is greater (less the \$300 deductible). The movers will repair the damage to your satisfaction (less the \$300 deductible), reimburse the customer, or replace the damaged goods for any amount above the \$300 deductible. The \$300 deductible applies to the entire shipment rather than each individual article. The mover may charge a minimum of 55 cents and a maximum of \$1.15 per \$100 of declared value. Declared value may not be less than \$5 per pound of the total shipment weight.

OPTION 3—Replacement Cost Coverage with No Deductible provides full value replacement coverage for your belongings. The mover's maximum liability is your declared value, or \$5 times the weight of the shipment, whichever is greater. The moves will repair damage to your satisfaction, reimburse you for the replacement cost, or replace lost or damaged articles. The mover may charge a minimum of \$0.66 and a maximum of \$1.40 per \$100 of your declared value. Declared value may not be less than \$5 per pound of the total shipment weight. If you do not select an option, Option 2 will be applied and charged to you.

Loss and Damage Exceptions Coins, currency, deeds, notes, postage stamps, letters, drafts or valuable papers of any kind, Jewelry, precious stones or precious metals, mechanical condition of electronics, Items previously damaged, Items of extraordinary value, Items requiring temperature control, Household pets, Live plants, Perishable items, Furniture or other items made of press board, particle board, or similar press material.

Movers will not accept the Following Items for Shipment Explosives, Dangerous goods, Property liable to damage the mover's equipment or other property.


All claims for loss or damage must be filed in writing with the mover. Contact the claim department 425 318-1260 for a claim form. Claims must be filed within nine months from the date of delivery. If your shipment is lost, the claim must be filed within nine months of the date upon which delivery should have been made. Please report loss or damage as soon as you discover it. File your claims as soon as possible while memories are fresh.

Please Initial:  I have read and understood above Valuation options.

CUSTOMER GUIDE TO MOVING:

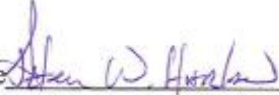
<http://professionalmovers.com/residential-and-household-moving/long-distance-rights-and-reponsibilities/>

<http://www.utc.wa.gov/consumers/Documents/2009-8-HouseholdGoods-ConsumerGuide-PrinterFriendly.pdf>

Please Initial:  I received an e-mailed link to the above brochures.

Thank you again for choosing All Star Transfer. Please fax, send US mail, or email back a signed copy and one of our sales associates will confirm your moving date.

Cecile
24111 Hwy 99 suite #303
EdmondsWA98026
cecile@allstartransfer.com
Phone425-774-8128
Fax425.774.0984

Carrier Representatives Signature  6/13/2013

Customer Signature  6/13/2013
(A computer generated signature is acceptable)

| Qt | Item Name | Volume | Ori | Des | Qt | Item Name | Volume | Ori | Des |
|---------------------------------------|--------------------------|-----------|-----|-----|----|-------------------------|-----------|-----|-----|
| 1 | Dresser, Double | (40 Cuft) | OR | DS | 1 | Bed, Queen | (65 Cuft) | OR | DS |
| 2 | Box, medium | (6 Cuft) | OR | DS | 1 | Cedar Chest | (15 Cuft) | OR | DS |
| 1 | Chair, Boudoir | (10 Cuft) | OR | DS | 2 | Lamp, table | (4 Cuft) | OR | DS |
| 2 | Night Table | (10 Cuft) | OR | DS | 1 | Rug, large | (10 Cuft) | OR | DS |
| 1 | Cabinet China | (25 Cuft) | OR | DS | 1 | Corner Cabinet | (20 Cuft) | OR | DS |
| 9 | Dining Chair | (45 Cuft) | OR | DS | 1 | Dining Table | (30 Cuft) | OR | DS |
| 1 | Rugs, Large or Pad | (10 Cuft) | OR | DS | 1 | Ladder, 8' metal | (2 Cuft) | OR | DS |
| 3 | Box, Dish-Pack | (18 Cuft) | OR | DS | 4 | Breakfast Suite, Chairs | (20 Cuft) | OR | DS |
| 1 | Breakfast Table | (10 Cuft) | OR | DS | 1 | Table | (5 Cuft) | OR | DS |
| 1 | Bookcase | (20 Cuft) | OR | DS | 2 | Box, Medium | (6 Cuft) | OR | DS |
| 2 | Chair, Arm | (20 Cuft) | OR | DS | 3 | Chair, Occasional | (45 Cuft) | OR | DS |
| 1 | Grandfather Clock | (20 Cuft) | OR | DS | 1 | Hall Tree, Large | (12 Cuft) | OR | DS |
| 1 | Lamp, Floor | (3 Cuft) | OR | DS | 4 | Large Roll/Pad Rugs | (40 Cuft) | OR | DS |
| 2 | Sofa, Per Section | (60 Cuft) | OR | DS | 1 | Tables, Coffee | (5 Cuft) | OR | DS |
| 2 | Tables, Dropl/Occasional | (24 Cuft) | OR | DS | 1 | Tables, End | (5 Cuft) | OR | DS |
| 2 | Clothes Basket | (10 Cuft) | OR | DS | 3 | Fern/Plants Stands | (6 Cuft) | OR | DS |
| 4 | Plant, small | (20 Cuft) | OR | DS | 3 | Rug, Small | (9 Cuft) | OR | DS |
| 3 | Bookcase, small | (30 Cuft) | OR | DS | 1 | Office Desk | (30 Cuft) | OR | DS |
| 710 Total Cubic Feet, 71 Items | | | | | | | | | |

ATTACHMENT S

Refund Matrix

| Invoice | Name | Source of Refund | | | Total Refund |
|-----------|---------------|-------------------|-------------------|-----------------|-------------------|
| | | Breaks | Incorrect Charges | Non-Binding | |
| 1018 | Wissman | \$72.50 | | | \$72.50 |
| 1022 | Petre | \$52.50 | | | \$52.50 |
| 1027 | Harris | | | \$600.07 | \$600.07 |
| 1029 | Mandanas | \$52.50 | | | \$52.50 |
| 1032 | Ripley | \$47.50 | | | \$47.50 |
| 1035 | McCloud | \$52.50 | | | \$52.50 |
| 1041 | Clayton | | \$72.50 | | \$72.50 |
| 1043 | Clayton | | \$52.50 | | \$52.50 |
| 1051 | Petersen | \$52.50 | | | \$52.50 |
| 1056 | Isaac | \$57.50 | | | \$57.50 |
| 1063 | Clay | \$195.00 | | | \$195.00 |
| 1064 | Ryan | \$47.50 | \$309.50 | | \$357.00 |
| 1073 | Hadfield | \$95.00 | | | \$95.00 |
| 1076 | Melanson | \$77.50 | | | \$77.50 |
| 1079 | Whiteaker | \$77.50 | | | \$77.50 |
| 1089 | Bateman | | | \$236.25 | \$236.25 |
| 1097 | Bagely | \$55.00 | | | \$55.00 |
| 1098 | Booth | \$47.50 | | | \$47.50 |
| 1099 | Fischer | \$52.50 | | | \$52.50 |
| 1104 | Rice | \$72.50 | | | \$72.50 |
| 20 | Totals | \$1,107.50 | \$434.50 | \$836.32 | \$2,378.32 |